

**TOWN OF PARKER COUNCIL AGENDA
JUNE 20, 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. **PUBLIC COMMENTS – 3 Minute Limit (No action will be taken on these items.)**

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

6. **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**
June 6, 2016

B. **ORDINANCE NO. 2.248 – First Reading**
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Meadowlark Property in Douglas County
Department: Community Development, Ryan McGee
Second Reading: July 5, 2016

C. **RESOLUTION NO. 16-043**
A Resolution to Appoint the Chair and to Appoint Members and Alternates to the Town of Parker Planning Commission
Department: Community Development, Rosemary Sietsema

D. **RESOLUTION NO. 16-044**
A Resolution to Allow a Partial Waiver of Subsections 13.06.040(g) and (h) of the Parker Municipal Code for the Site Plan for the Schoolhouse Gym Demolition
Department: Community Development, Stacey Nerger

E. **RESOLUTION NO. 16-045**
A Resolution to Adopt a Town Council Policy for Telephonic Participation During Town Council Meetings

Department: Town Attorney, Jim Maloney

F. **CONTRACTS ABOVE \$100,000**

- *Trade Contractor Agreement for Parker Schoolhouse Gymnasium Demolition Project*
Amount: \$161,148.00
Contractor: FCI Constructors, Inc.
Department: Engineering, Bob Exstrom

- *East – West Trail – Phase 2 (CIP 15-0013)*
Amount: \$789,589.62
Contractor: Premier Earthworks & Infrastructure
Department: Engineering, Tom Gill

G. **RESOLUTION NO. 16-048**
A Resolution to Approve the Petition to Include Town-Owned Land into the Stonegate Village Metropolitan District

Department: Town Attorney, Jim Maloney

7. **TOWN ADMINISTRATOR**

- **Reports**

8. **PRESENTATION OF CAFR BY CLIFTONLARSONALLEN LLP**

9. **PUBLIC HEARINGS**

A. **ORDINANCE NO. 1.465.2** – Second 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

B. **NEWLIN CROSSING PROPERTY ANNEXATION AND ZONING** – (Continued from May 16, 2016)

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

- (1) **ORDINANCE NO. 2.245** – Second 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** – Second 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

(3) ANNEXATION AGREEMENT

C. CHAMBERS HIGHPOINT PROPERTY ANNEXATION AND ZONING

Applicant: Karen Henry, Henry Design Group
Location: Southwest Corner, Chambers Road and E-470
Department: Community Development, Patrick Mulready

(1) RESOLUTION NO. 16-046

A Resolution to Set Forth Town Council’s Findings of Fact and Conclusions as to the Eligibility of the Chambers Highpoint Property for Annexation into the Town of Parker

(2) ORDINANCE NO. 2.247 – Second Reading

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

(3) ORDINANCE NO. 3.323 – Second Reading

A Bill for an Ordinance Zoning 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

(4) ANNEXATION AGREEMENT

D. WESTCREEK PROPERTY

Applicant: Sean Sjodien, NexGen Properties
Location: North of Pine Lane, West of Parker Road
Department: Community Development, Patrick Mulready

ORDINANCE NO. 3.228.1 – Second Reading

A Bill for an Ordinance to Amend the Westcreek Development Guide and Plan and Amending the Zoning Ordinance to Conform Therewith

E. DRANSFELDT PLACE – Minor Development Plat and Subdivision Agreement

Applicant: Todd Wright, Dransfeldt Development LLC
Location: Generally located on the west side of Dransfeldt Road south of Lincoln Meadows Parkway
Department: Community Development, Ryan McGee

F. HESS ROAD PUBLIC WORKS FACILITY LOT 2 CMRS COMMERCIAL MOBILE RADIO SERVICES (CMRS) FACILITY

Applicant: Town of Parker
General located on the west side of Tammy Lane south of Lincoln Meadows Parkway
Department: Public Works, Mike Sutherland
Police Department, Ron Combs
Community Development, Stacey Nerger

(1) **RESOLUTION NO. 16-047**

A Resolution to Allow a Partial Waiver of the Requirements of Sections 13.12.030(b)(2), 13.12.030(b)(3)a., Section 13.12.030(b)(4) and 13.12.040(a)(2) of the Parker Municipal Code for the Application Submitted by the Town of a Sixty-Foot Tower to Provide Public Emergency Services for the Benefit of the Members of the Douglas County Emergency Telephone Service Authority

(2) **USE BY SPECIAL REVIEW**

10. **ORDINANCE NO. 1.481** – Second 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

11. **ORDINANCE NO. 1.482** – Second 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

12. **ORDINANCE NO. 1.483** – Second 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

13. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

June 20, 2016

“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).”

1. Proposed assignment and assumption agreement concerning the Hess Ranch Property

"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)."

2. Section 13.04.205 of the Parker Municipal Code
3. Section 3.7 of the Town of Parker Home Rule Charter

**TOWN OF PARKER COUNCIL
MINUTES
June 6, 2016**

Mayor Pro Tem Joshua Rivero called the meeting to order at 5:50 P.M. Mayor Mike Waid arrived at 6:05 P.M.

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)(f) there was one item which was the Town Administrator/Town Attorney Employment Agreements; under C.R.S. § 24-6-402(4)(e) there were three (3) items, the first was strategies related to economic development of Town-owned property and development in the Town, the second was proposed annexation agreement for Chambers Highpoint and the third was naming rights for the Plaza on Main; under C.R.S. 24-6-402(4)(b) there were four (4) items, the first was a specific legal question concerning Section 13.04.205 of the Parker Municipal Code, the second was a specific legal question concerning Chapter 13.09 of the Parker Municipal Code, the third was a specific legal question concerning C.R.S. Section 31-25-105 and the fourth was a specific legal question concerning Affirmatively Furthering Fair Housing 24 C.F.R. Parts 5, 91, 270 and 903.

EXECUTIVE SESSION

Josh Martin moved and Debbie Lewis seconded to go into Executive Session to consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f), 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.

Joshua Rivero moved and Josh Martin seconded to recess the Executive Session at 7:12 P.M.

The motion was approved unanimously.

REGULAR MEETING

Mayor Waid reconvened the meeting at 7:18 P.M. Josh Martin left at 7:46 P.M.

Two Boy Scouts, who were in the audience, led the Council and audience in the Pledge of Allegiance.

SPECIAL PRESENTATIONS

- **American Legion Award Presentation for Officer Trey Biles**

Two gentlemen from American Legion gave this award to Trey Biles. One of the things they do nationally is name a hero and lawman of the year to honor outstanding law officers. This year the presentation was made to Trey Biles, recognizing his ice rescue in January 2016.

PARKER CHAMBER OF COMMERCE UPDATES

Dennis Houston, President and CEO of the Parker Chamber of Commerce, gave an update on Parker Days and the marketing pieces associated with it.

DOWNTOWN BUSINESS ALLIANCE UPDATES

Shelly Mango gave an update of the Downtown Business Alliance's events and activities.

PUBLIC COMMENTS

Elaine Mariner introduced Brad Howard who will fill the vacancy on the Parker Creative District Executive Committee. Mr. Howard is co-owner of the Parker Lifestyle magazine.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

John Diak

1. John and Renee Williams participated in the Planning Commission interviews.
2. On Wednesday John had a DRCOG study session.
3. John and Mayor Waid attended the Bonafils Center grand opening.
4. On Sunday, John was at the Tailgate during Farmers Market.

Debbie Lewis

1. Attended the Douglas County Housing Partnership meeting.
2. The Partnership for Douglas County Governments at Castle Pines is located on the southwest side of the library.
3. Attended the Lee Womack Concert.
4. Attended the PACE Patio Party after the Police Officer Award Ceremony.
5. Went to retention visit at La Baguette de Normandy with Weldy Fezell.

Renee Williams

1. Attended the Parker Chamber Women's Forum.
2. Attended the Employee Appreciation luncheon at the Police Department.
3. Met with the transportation group with Development Pathways.
4. Attended the Glenn Shepard show.
5. Attended the Cottonwood large item disposal.
6. Attended the PACE Patio Party.

Joshua Rivero

1. Attended the Police Officer Awards Ceremony.
2. Went to the Rotary Club Meeting wherein they honored Trey Biles.
3. He and Michelle Kivela selected two young ladies to receive the Teen Court Scholarship.

Amy Holland

1. Attended the Creative District Meeting; this is a great committee organized by business owners and artists.
2. Mentioned the Artist in Resident – Lorenzo Travis.

Mike Waid

1. Mike, John Diak and Josh Martin attended the International Shopping Center Conference in Las Vegas.
2. Attended the Metro Mayors' Caucus.
3. Attended the Police Officer Awards Ceremony.
4. Attended the Bonafils Ribbon Cutting.
5. Had lunch with Fire Chief Baker.

- 6. Attended meeting at Rueter Hess Reservoir.
- 7. Spoke at the Memorial Day Ceremony at the Parker Cemetary.

CONSENT AGENDA

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

Renee Williams moved and Amy Holland seconded to approve the Consent Agenda Items 7A through 7J.

The motion was approved unanimously.

TOWN ADMINISTRATOR

- **Reports**

There were none.

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 Munkata

- (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

This item was withdrawn at the May 16, 2016 Town Council meeting, therefore, there was no public hearing.

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

This would approve the sale and assignment agreement with South Metro Fire Rescue Fire Protection District for the salt storage facility at the Joint Service Facility. The Town would receive \$77,352.00 for the 88% share of this building that is no longer needed. The Douglas County School District owns 12% of the salt storage building and has consented to the sale and assignment agreement between the Town and South Metro Fire Rescue.

The South Metro Fire Rescue has proposed to store the Parker Area Historic Society's truck (The Judge) for five (5) years at another location in the Parker area.

Public Comment – None

Amy Holland moved to approve Ordinance No. 1.479 on second reading.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

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

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, d/b/a Parker Tap House & Distillery. The Mainstreet Center Gymnasium site will be sold to ACG LLC, prior to redevelopment of the site.

The land value has been determined 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.

The following deal points have been developed:

- 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

Public Comment – None

Debbie Lewis moved to approve Ordinance No. 1.480 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

The Council went back into Executive Session at 8:07 P.M.

Renee Williams moved and Debbie Lewis seconded the motion to come out of Executive Session at 9:46 P.M. at which time the regular meeting was adjourned.

The motion was approved unanimously.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor

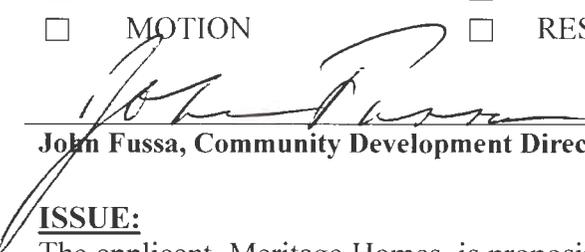


ITEM NO: 6B
DATE: 06/20/2016

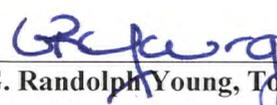
REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 2.248 – First Reading
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Meadowlark Property in Douglas County

- | | | |
|-----------------------------------------|---------------------------------------------------------------------------|--------------|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> ORDINANCE FOR 1 ST READING | (06/20/2016) |
| <input type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 ND READING | (07/05/2016) |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION | |



John Fussa, Community Development Director



G. Randolph Young, Town Administrator

ISSUE:

The applicant, Meritage Homes, is proposing to annex an unincorporated Douglas County parcel into the Town of Parker. The 91 acre parcel known as the Meadowlark property is located on the northeast corner of Crowfoot Valley Road and Richlawn Parkway. The property is currently undeveloped.

PRIOR ACTION:

On May 16, 2016, Town Council adopted Resolution No. 16-038 which set the public hearing date for this annexation request to July 5, 2016.

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

The Meadowlark property being considered for annexation is located within the Town's Urban Growth Area boundary as described in the Intergovernmental Agreement (IGA) and Comprehensive Development Plan between the Town of Parker and Douglas County last amended August 25, 2015. It currently exists as an unplatted parcel in unincorporated Douglas County. The Parker 2035 Master Plan identifies the property within the Medium Density Residential Character Area. The Medium Density Residential Character Area allows a maximum gross density of 3.5 dwelling units per acre. The permitted density will be established during the future zoning process.

RECOMMENDATION:

Staff recommends Town Council approve Ordinance No. 2.248 for first reading and schedule the public hearing date for second reading on July 5, 2016.

PREPARED/REVIEWED BY:

Ryan McGee, Associate Planner; Bryce Matthews, Comprehensive Planning Manager; John Fussa, Community Development Director; James S. Maloney, Town Attorney

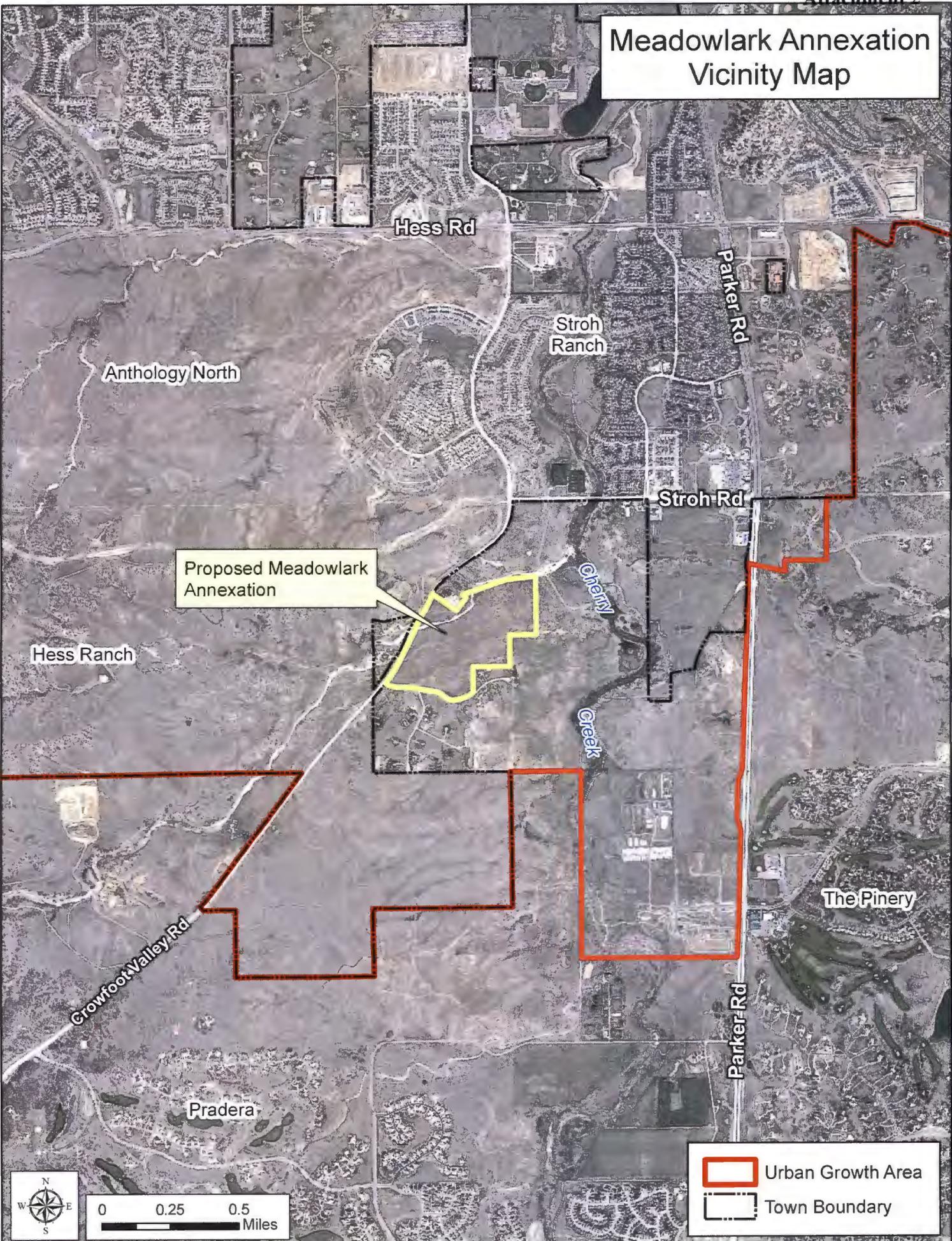
ATTACHMENTS:

1. Annexation Plat
2. Vicinity Map
3. Ordinance No. 2.248

RECOMMENDED MOTION:

"I move to approve Ordinance No. 2.248 on first reading and schedule second reading for July 5, 2016, as a part of the consent agenda."

Meadowlark Annexation Vicinity Map



ORDINANCE NO. 2.248, Series of 2016**TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE MEADOWLARK 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.

Section 2. More than fifty percent (50%) of the owner(s) of more than fifty percent (50%) of the Property have 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, except general taxation, which shall be effective on and after January 1 of the next succeeding year following the passage of this Annexation Ordinance.

Section 5. The Town Council hereby approves the Annexation Agreement that is attached hereto as **Exhibit B**, and incorporated by this reference, and authorizes the execution of the Annexation Agreement by the Mayor and Town Clerk.

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 for the Property 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 two certified copies of the Annexation Ordinance and two certified copies of the Annexation Map for the Property with the Clerk and Recorder of the County of Douglas, State of Colorado, for such Clerk and Recorder's filing with the Division of Local Governments of the Department of Local Affairs and the Department of Revenue.

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 Ordinance shall become effective ten (10) days after the publication date of this Annexation 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

[Type text]

Exhibit A

LEGAL DESCRIPTION:

A TRACT OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 3, AND IN THE EAST 1/2 OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 3 AND CONSIDERING THE NORTH LINE OF SAID NORTHWEST 1/4 TO BEAR 89 DEGREES 52 MINUTES 31 SECONDS EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 89 DEGREES 52 MINUTES 31 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 1740.60 FEET;

THENCE SOUTH 00 DEGREES 07 MINUTES 29 SECONDS EAST A DISTANCE OF 34.37 FEET; THENCE SOUTH 23 DEGREES 12 MINUTES 25 SECONDS WEST A DISTANCE OF 1054.94 FEET;

THENCE SOUTH 31 DEGREES 26 MINUTES 50 SECONDS EAST A DISTANCE OF 550.78 FEET TO THE SOUTHEAST CORNER OF THE TAP PROPERTIES PARCEL (BOOK 982 AT PAGE 524) AND TO THE

TRUE POINT OF BEGINNING;

THENCE SOUTH 31 DEGREES 26 MINUTES 50 SECONDS EAST A DISTANCE OF 259.41 FEET;

THENCE SOUTH 24 DEGREES 40 MINUTES 14 SECONDS EAST A DISTANCE OF 846.84 FEET;

THENCE SOUTH 07 DEGREES 07 MINUTES 00 SECONDS EAST A DISTANCE OF 134.18 FEET TO THE SOUTH LINE OF SAID NORTHWEST 1/4;

THENCE SOUTH 89 DEGREES 51 MINUTES 10 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 2118.05 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 4;

THENCE SOUTH 00 DEGREES 04 MINUTES 26 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 4 A DISTANCE OF 619.79 FEET TO THE NORTHEAST CORNER OF RICHLAWN HILLS ACCORDING TO THE PLAT FILED ON JANUARY 12, 1971 PER RECEPTION NO. 140291;

THENCE ALONG THE NORTHERN BOUNDARY OF RICHLAWN HILLS FOR THE NEXT 12 COURSES:

1. THENCE SOUTH 89 DEGREES 55 MINUTES 34 SECONDS WEST A DISTANCE OF 710.00 FEET;
2. THENCE SOUTH 00 DEGREES 04 MINUTES 26 SECONDS EAST A DISTANCE OF 491.54 FEET;
3. THENCE SOUTHWESTERLY ALONG THE ARC OF OF CURVE TO THE RIGHT A DISTANCE OF 238.13 FEET, SAID CURVE HAS A RADIUS OF 470.00 FEET AND A CENTRAL ANGLE OF 29 DEGREES 01 MINUTES 48 SECONDS TO A POINT OF TANGENT;
4. THENCE SOUTH 75 DEGREES 12 MINUTES 17 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 107.39 FEET TO A POINT OF CURVE;

[Type text]

5. THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 263.65 FEET, SAID CURVE HAS A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF 55 DEGREES 58 MINUTES 50 SECONDS TO A POINT OF TANGENT;

6. THENCE NORTH 48 DEGREES 50 MINUTES 53 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 52.07 FEET TO A POINT OF CURVE;

7. THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 127.30 FEET, SAID CURVE HAS A RADIUS OF 240.00 FEET AND A CENTRAL ANGLE OF 30 DEGREES 23 MINUTES 23 SECONDS TO A POINT OF TANGENT;

8. THENCE NORTH 79 DEGREES 14 MINUTES 16 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 509.97 FEET TO A POINT OF CURVE;

9. THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 59.84 FEET, SAID CURVE HAS A RADIUS OF 290.00 FEET AND A CENTRAL ANGLE OF 11 DEGREES 49 MINUTES 21 SECONDS TO A POINT OF TANGENT;

10. THENCE SOUTH 88 DEGREES 56 MINUTES 23 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 151.71 FEET TO A POINT OF CURVE;

11. THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 273.32 FEET, SAID CURVE HAS A RADIUS OF 460.00 FEET AND A CENTRAL ANGLE OF 34 DEGREES 02 MINUTES 35 SECONDS TO A POINT OF TANGENT;

12. THENCE NORTH 57 DEGREES 01 MINUTES 62 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 76.93 FEET TO THE EAST RIGHT OF WAY LINE OF THE COUNTY ROAD;

THENCE NORTH 32 DEGREES 58 MINUTES 58 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 1116.38 FEET;

THENCE NORTH 25 DEGREES 06 MINUTES 42 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 780.91 FEET TO A POINT OF CURVE;

THENCE NORTHEASTERLY ALONG SAID EAST RIGHT OF WAY LINE ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 56.88 FEET, SAID CURVE HAS A RADIUS OF 925.25 FEET AND A CENTRAL ANGLE OF 03 DEGREES 31 MINUTES 21 SECONDS TO THE MOST WESTERLY CORNER OF THE WILSON PARCEL (BOOK 819 AT PAGE 717);

THENCE SOUTH 50 DEGREES 36 MINUTES 41 SECONDS EAST A DISTANCE OF 504.57 FEET TO THE MOST SOUTHERLY CORNER OF SAID WILSON PARCEL;

THENCE NORTH 39 DEGREES 23 MINUTES 19 SECONDS EAST A DISTANCE OF 345.29 FEET TO THE MOST EASTERLY CORNER OF SAID WILSON PARCEL;

THENCE NORTH 50 DEGREES 36 MINUTES 41 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID WILSON PARCEL A DISTANCE OF 87.46 FEET TO THE MOST SOUTHERLY CORNER OF THE COYLE PARCEL (BOOK 638 AT PAGE 869);

THENCE NORTH 73 DEGREES 12 MINUTES 48 SECONDS EAST ALONG THE SOUTH LINE OF THE COYLE PARCEL A DISTANCE OF 913.61 FEET;

[Type text]

THENCE NORTH 83 DEGREES 28 MINUTES 25 SECONDS EAST ALONG THE SOUTH LINE OF THE COYLE PARCEL A DISTANCE OF 460.79 FEET TO THE SOUTHEAST CORNER OF THE COYLE PARCEL, BEING THE SOUTHWEST CORNER OF THE TAP PROPERTIES PARCEL;

THENCE NORTH 89 DEGREES 28 MINUTES 28 SECONDS EAST ALONG THE SOUTH LINE OF THE TAP PROPERTIES PARCEL A DISTANCE OF 1226.29 FEET TO THE **POINT OF BEGINNING**.

EXCEPTING THEREFROM THOSE PORTIONS CONVEYED IN DEED RECORDED OCTOBER 20, 1999 IN BOOK 1768 AT PAGE 1098.

AND EXCEPTING THEREFROM THAT PORTION TAKEN IN RULE AND ORDER RECORDED SEPTEMBER 26, 2003 AT RECEPTION NO. 2003143247.

COUNTY OF DOUGLAS, STATE OF COLORADO.

SAID PARCEL CONTAINS 3,958,306 SQUARE FEET, OR 90.87 ACRES, MORE OR LESS, AFTER SUBTRACTION OF THE EXCEPTIONS.



ITEM NO: 6C
DATE: 06/20/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-043
A Resolution to Appoint the Chair and to Appoint Members and Alternates to the Town of Parker Planning 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 |

Rosemary Sietsema for

John Fussa, Community Development Director

G. Randolph Young

G. Randolph Young, Town Administrator

ISSUE:

The Planning Commission has five members whose terms will expire June 30, 2016 consisting of two regular and three alternate positions. Town Council has the authority to appoint Commissioners to regular and alternate positions as necessary.

PRIOR ACTION:

Resolution No. 10-039 Series of 2010, passed by Town Council on June 7, 2010, set the number of regular Planning Commissioners at five and the number of alternate members at three. Each year Town Council appoints regular and alternate Planning Commission members as terms expire.

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

A committee consisting of Councilmembers John Diak and Renee Williams, Community Development Director John Fussa, Comprehensive Planning Manager Bryce Matthews and Executive Assistant/Recording Secretary Rosemary Sietsema reviewed applications for the Planning Commission and conducted interviews of qualified candidates to select two regular and three alternate members for appointment to the Planning Commission. After review, the committee agreed to recommend the selection of qualified, incumbent Planning Commission members with expiring terms who have applied for reappointment with remaining positions to be filled by other applicants.

The duties of the Planning Commission as defined by the Town Charter are to prepare and make recommendations on the Town Master Plan, subdivisions, rezoning, uses permitted by special review and other planning matters to the Town Council.

The Charter requires that each person appointed to the Planning Commission reside within the Town limits for at least one year immediately preceding the date of appointment and be registered to vote. Town Council is charged with appointing Planning Commission members to three-year-overlapping terms. Alternates are appointed to one-year terms.

The terms for two regular Planning Commissioners, Gary Poole and Brent Bitz; and three alternate Planning Commissioners, Eliana Burke, Robert Moffitt and Kathleen Thayer expire June 30, 2016. Commissioner Gary Poole requests to be reappointed as a regular Planning Commissioner and Chair. Alternate Robert Moffitt requests to be reappointed as a regular Planning Commissioner. Alternate Eliana Burke requests to be reappointed as an alternate. Regular Planning Commissioner Brent Bitz and Alternate Kathleen Thayer have not applied for reappointment. Multiple candidates have applied for the two remaining alternate Planning Commission positions.

RECOMMENDATION:

The review committee led by Councilmembers John Diak and Renee Williams recommend the appointment of Gary Poole as regular Planning Commissioner/Chair, Robert Moffitt as regular Planning Commissioner and Eliana Burke, Erik Frandsen and Richard Foerster as the three alternate Planning Commission members.

PREPARED/REVIEWED BY:

Rosemary Sietsema, Executive Assistant; Bryce Matthew, Comprehensive Planning Manager; John Fussa, Community Development Director; and James S. Maloney, Town Attorney

ATTACHMENTS:

1. Chart for Parker Planning Commission Terms
2. Resolution Number 16-043 appointing regular Planning Commissioners/Chair and alternate members.

RECOMMENDED MOTION:

"I move to approve Resolution No. 16-043, as a part of the consent agenda."

RESOLUTION NO. 16-043, Series of 2016

TITLE: A RESOLUTION TO APPOINT THE CHAIR AND TO APPOINT MEMBERS AND ALTERNATES TO THE TOWN OF PARKER PLANNING COMMISSION

WHEREAS, the term for two (2) regular members of the Planning Commission expires June 30, 2016;

WHEREAS, the term for three (3) alternate members of the Planning Commission expires June 30, 2016;

WHEREAS, the Town Council of the Town of Parker desires to appoint new regular and alternate members, as described herein; and

WHEREAS, the Town Council of the Town of Parker desires to appoint the Chair, and regular and alternate members to the Town of Parker Planning Commission, as described 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 Gary Poole, as Chairperson of the Planning Commission.

Section 2. The Town Council of the Town of Parker hereby appoints the following regular members to the Town of Parker Planning Commission, as described in **Exhibit A**, which is attached hereto and incorporated by this reference, for the term specified in Exhibit A.

Section 3. The Town Council of the Town of Parker hereby appoints the following alternate members to the Town of Parker Planning Commission, as described in **Exhibit A**, for a one-year term.

RESOLVED AND PASSED this ____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

1. Appointment of two (2) regular members to the Parker Planning Commission, for a term up to and including June 30, 2017.
 - a. Duane Hopkins
 - b. John Howe

2. Appointment of one (1) regular member to the Parker Planning Commission, for a term up to and including June 30, 2018.
 - a. Alexandra Levy

3. Appointment of two (2) regular members to the Parker Planning Commission, for a term up to and including June 30, 2019.
 - a. Gary Poole
 - b. Robert Moffitt

4. Appointment of three (3) alternates to the Parker Planning Commission, for a term up to and including June 30, 2017.
 - a. Eliana Burke
 - b. Richard Foerster
 - c. Erik Frandsen



ITEM NO: 6D
DATE: 06/20/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-044
A Resolution to Allow a Partial Waiver of Subsections 13.06.040 (g) and (h) of the Parker Municipal Code for the Site Plan for the Schoolhouse Gym Demolition

- | | |
|-----------------------------------------|----------------------------------------------------------------|
| <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 |



John Fussa, Community Development Director



G. Randolph Young, Town Administrator

ISSUE:

The proposed Parker Taphouse and Distillery at The Schoolhouse requires the demolition of the existing gymnasium to clear land for the project. This triggers the requirement for a site plan amendment application and public hearing before the Town Council pursuant to Subsections 13.06.040 (g) and (h) of the Parker Municipal Code. The Town wishes to demolish the gymnasium at the earliest possible date to clear the site and meet the terms of its agreement with the selected developer. A partial waiver of Subsections 13.06.040 (g) and (h) of the Parker Municipal Code to permit administrative review and approval of the site plan amendment will reduce processing time and enable the Town to maintain the project schedule.

PRIOR ACTION:

None

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

The Town (Cultural Department) has submitted a site plan amendment application to demolish The Schoolhouse gymnasium to allow for the above-referenced Parker Taphouse and Distillery project. Community Development staff is currently processing the application which would be scheduled for Town Council consideration on July 18, 2016 or later if a public hearing is required. If Town Council approves the partial waiver of Subsections 13.06.040 (g) and (h) of the Parker Municipal Code, staff would administratively review and approve the application no later than July 5, 2016. This time savings of several weeks will enable the Town to stay on schedule with the required demolition in support of the project.

If the partial waiver is approved, the Parker Taphouse and Distillery project will require a Town Council public hearing for the site plan so there will be additional opportunity for review and public comment.

RECOMMENDATION:

Staff recommends Town Council approve Resolution No. 16-044.

PREPARED/REVIEWED BY:

Stacey Nerger, Associate Planner; Bryce Matthews, Comprehensive Planning Manager; John Fussa, Community Development Director; James S. Maloney, Town Attorney

ATTACHMENTS:

Resolution No. 16-044

RECOMMENDED MOTION:

"I move to approve Resolution No. 16-044, as a part of the consent agenda."

RESOLUTION NO. 16-044, Series of 2016**TITLE: A RESOLUTION TO ALLOW A PARTIAL WAIVER OF SUBSECTIONS 13.06.040 (g) AND (h) OF THE PARKER MUNICIPAL CODE FOR THE SITE PLAN FOR THE SCHOOLHOUSE GYM DEMOLITION**

WHEREAS, the Town Council approved an "Agreement for Sale and Purchase of Land," which consists of the real property on which the "Schoolhouse Gym" is currently located (the "Sales Agreement");

WHEREAS, the Sales Agreement requires the Town to demolish the Schoolhouse Gym prior to the transfer of ownership;

WHEREAS, the Schoolhouse Gym cannot be demolished until the Town amends the site plan for the Schoolhouse property (the "Property");

WHEREAS, the Parker Land Development Ordinance allows for administrative approval of all site plans, "except for public facilities owned by the Town;"

WHEREAS, the typical period of time to process a site plan for Town-owned public facilities for approval by the Planning Commission and the Town Council is approximately four (4) months;

WHEREAS, the Town Council authorized the demolition of the Schoolhouse Gym by approving the Sales Agreement and the site plan amendment for the Property will simply remove the footprint for the Schoolhouse Gym from the current site plan;

WHEREAS, the Sales Agreement also provides that the transfer of ownership will not occur until a new site plan is approved by Town Council for the purchaser's future development of the real property upon which the Schoolhouse Gym is currently located;

WHEREAS, if Town Council allows for administrative review and approval of the site plan amendment needed to demolish the Schoolhouse Gym, the demolition process can commence within the time period contained in the Sales Agreement;

WHEREAS, the Planning Commission and the Town Council will review the site plan for the purchaser's future development of the property upon which the Schoolhouse Gym is currently located prior to the transfer of ownership;

WHEREAS, Section 13.01.100 of the Parker Municipal Code authorizes waivers from the Parker Land Development Ordinance "if it is deemed by Town Council to be in the public interest and does not impair the intent and purposes of this Title. The conditions of any waiver authorized shall be stated in writing by the Town Council with the justifications set forth;"

WHEREAS, administrative approval of the site plan amendment for the demolition of the Schoolhouse Gym is in the public interest and the intent and purposes of this Title will not be

impaired for the reason that the site plan amendment is to remove the footprint of the Schoolhouse Gym from the site plan; and

WHEREAS, the Town Council desires to partially waive Subsections 13.06.040(g) and (h) of the Parker Municipal Code to allow administrative review of the site plan amendment to demolish the gym building.

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

Section 1. The Town Council hereby determines that the partial waiver described herein only applies to the site plan amendment for the demolition of the gym building.

Section 2. The Town Council further determines that the partial waiver described herein is in the public interest and does not impair the intent and purposes of the Parker Land Development Ordinance.

Section 3. The Town Council hereby waives that portion of Subsections 13.06.040(g) and (h) to allow for the administrative review and approval of the site plan amendment for the demolition of the gym building.

RESOLVED AND PASSED this _____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

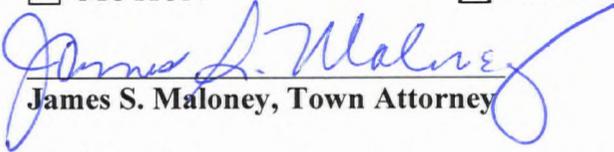


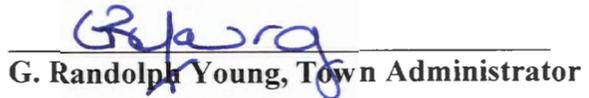
ITEM NO: 6E
DATE: 06/20/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-045 – A Resolution to adopt a Town Council Policy for Telephonic Participation During Town Council meetings

- | | |
|-----------------------------------------|----------------------------------------------------------------|
| <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 |


James S. Maloney, Town Attorney


G. Randolph Young, Town Administrator

ISSUE: The Town Council does not currently have a policy that allows for telephonic participation in a Town Council meeting by an absent Councilmember under extraordinary circumstances.

PRIOR ACTION: Section 3.7 of the Town of Parker Home Rule Charter authorizes the Town Council to prescribe the rules of procedure governing meetings. Although the Town Council has adopted rules of procedure, these procedures do not authorize the telephonic participation in a Town Council meeting by an absent Town Councilmember.

FUNDING/BUDGET IMPACT: None.

BACKGROUND: Section 3.7 of the Town of Parker Home Rule Charter authorizes the Town Council to prescribe the rules of procedure governing meetings. The Town Council desires to adopt a procedure that will authorize an absent Councilmember to telephonically participate in a Town Council meeting, under extraordinary circumstances, which must satisfy all four of the following conditions:

- (1) The absent Councilmember(s) telephone participation is necessary to constitute a quorum;
- (2) A public hearing has been scheduled, as provided by the Parker Municipal Code or state law, for the regular or special meeting in which the Councilmember(s) is absent;
- (3) The public hearing concerns a matter that requires final action by a deadline established by Town ordinance, state law or written agreement; and
- (4) A Town ordinance, state law or written agreement provides that the Town Council's failure to act constitutes approval.

RECOMMENDATION: Approve.

PREPARED/REVIEWED BY: James S. Maloney, Town Attorney

ATTACHMENT: Resolution No. 16-045, with attached Exhibit A, Telephonic Participation During Town Council Meetings

RECOMMENDED MOTION: "I move to approve Resolution No. 16-045, as a part of the consent agenda."

RESOLUTION NO. 16-045, Series of 2016

TITLE: A RESOLUTION TO ADOPT A TOWN COUNCIL POLICY FOR TELEPHONIC PARTICIPATION DURING TOWN COUNCIL MEETINGS

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 adopts the Town Council Policy for Telephonic Participation During Town Council Meetings attached as **Exhibit A**.

RESOLVED AND PASSED this _____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

TELEPHONIC PARTICIPATION DURING TOWN COUNCIL MEETINGS

I. Purpose.

The purpose of this Town Council Policy is to specify the circumstances under which a member of the Town Council may participate in regular and special meetings and executive sessions by telephone. With advancements in communication equipment, telephonic meeting participation has become more popular within many local governments. However, telephonic participation has inherent limitations because telephonic participation effectively precludes a Councilmember from viewing documentary information presented during meetings, from fully evaluating a speaker's nonverbal language in assessing veracity or credibility, and from observing nonverbal explanations (*e.g.*, pointing at graphs and charts) during a speaker's presentation or testimony. In addition, telephonic participation during executive sessions prevents the Town from ensuring compliance with state law. The Town Council finds that these limitations inherent in telephonic participation may produce inefficiencies in meetings, increase the expense of meetings, and may undermine the decision-making process, particularly in quasi-judicial matters.

II. Statement of Policy.

A member of the Town Council may participate in a meeting of the Town Council, including a quasi-judicial matter, by telephone only in accordance with this Policy. Telephonic participation shall be made available and shall be limited as follows:

A. Telephonic participation shall be made available to a Town Councilmember when such member's absence would otherwise constitute an excused absence.

B. Telephonic participation is limited to regular and special meetings when all of the following conditions are met:

(1) The absent Councilmember(s) telephone participation is necessary to constitute a quorum;

(2) A public hearing has been scheduled, as provided by the Parker Municipal Code or state law, for the regular or special meeting in which the Councilmember(s) is absent;

(3) The public hearing concerns a matter that requires final action by a deadline established by Town ordinance, state law or written agreement; and

(4) A Town ordinance, state law or written agreement provides that the Town Council's failure to act constitutes approval.

C. Telephonic participation must permit clear, uninterrupted, and two-way communication for the participating Councilmember.

D. Telephonic participation shall not be available to a Councilmember during an executive session.

E. More than one Councilmember may participate telephonically during the same meeting where the telephone conferencing system permits clear, uninterrupted, and two-way communication for all participating Councilmembers.

III. Effect of Telephonic Participation.

Telephonic participation shall constitute actual attendance for purposes of establishing a quorum or for any other purpose.

IV. Limited Applicability of Policy.

This Policy shall only apply to regular and special meetings (including dinner sessions) of the Town Council of the Town of Parker.

MADE EFFECTIVE THIS 20th DAY OF JUNE, 2016.

Reference: Resolution No. 16-045

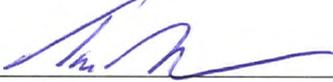


ITEM NO: 6F (1)
DATE: 06/20/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: CONTRACTS ABOVE \$100,000 – Trade Contractor Agreement with FCI Constructors, Inc. for Parker Schoolhouse Gymnasium Demolition Project

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



Tom Williams, PE, Director of Engineering



G. Randolph Young, Town Administrator

ISSUE:

Award of a Trade Contractor Agreement with FCI Constructors, Inc. for the Parker Schoolhouse Gymnasium Demolition Project.

PRIOR ACTION:

None.

FUNDING/BUDGET IMPACT:

Funding for this agreement has been appropriated.

BACKGROUND:

Per the authorization of the CIP and Construction Manager, Town staff solicited three early competitive proposals based on preliminary investigative efforts by staff during the month of February 2016. FCI Constructors, Inc. submitted the lowest early proposal and was conditionally authorized to provide some minor preconstruction services while the project architect finished the demolition documents. After completion of the demolition documents, FCI re-verified their early proposal and submitted a final lump sum proposal for the work. The results of FCI's final lump sum proposal are as follows:

- | | |
|------------------------------------------------------------------|--------------------|
| 1) Lump Sum Proposal (including force account) | \$161,148 |
| 2) Construction Start Date (if all permits secured) | July 5, 2016 |
| 3) Final Completion Date (if no scope changes or weather delays) | September, 5, 2016 |

The project generally consists of demolition of the main gymnasium area including the north and south entry vestibules, the main kitchen area and one electrical closet. The interior wall that separates the kitchen area from the historical museum room will remain and will be reconstructed to function as an exterior wall. The project also involves reroofing any disturbed areas and some minor landscaping rework. All associated mechanical, electrical, plumbing and

technology rework will be completed via separate contracts in advance of this work by the Public Works Facilities Division.

RECOMMENDATION:

Award the contract with FCI Constructors, Inc. in the amount of \$161,148.

PREPARED/REVIEWED BY:

- 1) Chris Hudson, CIP and Construction Manager
- 2) Bob Exstrom, Project Manager
- 3) Jim Maloney, Town Attorney

ATTACHMENTS:

Schoolhouse Map

RECOMMENDED MOTION:

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



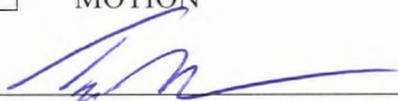


ITEM NO: 6F(2)
DATE: 06/20/2016

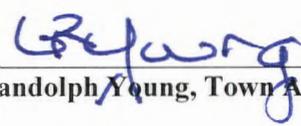
REQUEST FOR TOWN COUNCIL ACTION

TITLE: CONTRACTS ABOVE \$100,000 – East-West Trail – Phase 2 (CIP 15-0013)

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



Tom Williams, Director of Engineering



G. Randolph Young, Town Administrator

ISSUE:

Award of a trade contractor agreement with Premier Earthworks & Infrastructure for the East-West Trail Phase 2 (CIP 15-0013) project.

PRIOR ACTION:

Town Council approved a license agreement with Public Service Company of Colorado (PSCo) on 11/21/2015, to allow for the construction of this trail segment.

FUNDING/BUDGET IMPACT:

Funding for this project’s construction has been appropriated in the Parks, Recreation & Open Space fund (203-4520). The East-West Trail is a planned regional trail and the Town will assume the long term maintenance within the Town’s incorporated boundary.

BACKGROUND:

The Town publically opened competitive bids on June 7, 2016, for the East-West Trail Phase 2 (CIP 15-0013) project. Ultimately the East-West Trail will connect the Cherry Creek Trail (east terminus) to Chatfield State Park/Waterton Canyon (west terminus) and is being built by various partners along this route including Douglas County and Lone Tree. The Town’s section of the East-West Trail is from the Chambers Road underpass (this underpass was constructed in 2009 as part of the Chambers Road project between Newlin Gulch Boulevard and Mainstreet) to the Cherry Creek Trail. The trail is being constructed in segments as funding and approvals allow. Phase 1 was completed last summer with Phase 3 to be constructed in 2017 pending available funding. The Town received approval from Public Service Company of Colorado (PSCo) in the fall of 2015, in the form of a license agreement to construct the East-West Trail from Chambers Road to Newlin Gulch Boulevard. This project will include construction of a drop structure across Newlin Gulch and approximately 2,500 linear feet of 10-foot wide concrete trail between Chambers Road and Newlin Gulch Boulevard.

Town received bids from seven (7) contractors, with Premier Earthworks & Infrastructure being the lowest responsible bidder. The Contractor provided references from several entities and all shared similar positive opinions. Attributes listed by most references included Premier Earthworks & Infrastructure is very responsive, does quality work, and completes work on time with no or few change orders. Therefore, Town staff recommends moving forward with the contract award.

The bids were as follows:

1) Premier Earthworks & Infrastructure	\$789,589.62
2) 53 Corporation	\$841,826.00
3) Concrete Express	\$899,486.55
4) PLM Asphalt & Concrete	\$931,876.25
5) Edge Contracting	\$936,127.50
6) L & M Enterprises	\$1,068,847.76
7) Villa Lobos Concrete	\$1,159,765.17
Engineer's Estimate	\$861,155.24

RECOMMENDATION:

Award the contract with Premier Earthworks & Infrastructure for the East-West Trail Phase 2 (CIP 15-0013) project in the amount of \$789,589.62.

PREPARED/REVIEWED BY:

Thomas Gill, Associate Project Manager
Chris Hudson, CIP & Construction Manager

ATTACHMENTS:

None

RECOMMENDED MOTION:

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

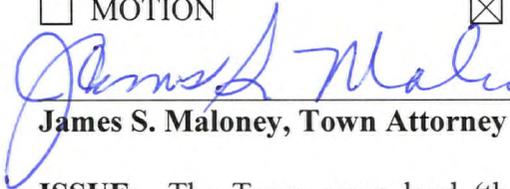


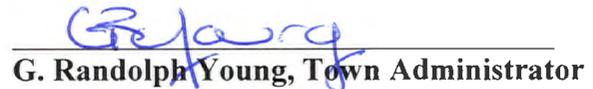
ITEM NO: 6G
DATE: 06/20/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-048 – A Resolution to Approve the Petition to Include Town-Owned Land into the Stonegate Village Metropolitan District

- | | |
|-----------------------------------------|----------------------------------------------------------------|
| <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 |


James S. Maloney, Town Attorney


G. Randolph Young, Town Administrator

ISSUE: The Town owns land (the “Town Property”) that will become part of the Newlin Crossings project (the “Project”), which will be served by the Stonegate Village Metropolitan District (the “District”). The Town needs to file a petition with the District before the District will serve the Town Property.

PRIOR ACTION: Douglas County conveyed the Town Property to the Town earlier this year.

FUNDING/BUDGET IMPACT: None.

BACKGROUND: The Town acquired the Town Property from Douglas County to facilitate the development of the Project, which will be served by the District. In order for the Town Property to be included into the District, the Town needs to submit a petition to the District. The attached petition is subject to the annexation of the Newlin Gulch property into the Town and the Town’s conveyance of the Town Property to the Developer of the Newlin Gulch property. The has no financial obligation to the Town associated with the attached petition.

RECOMMENDATION: Approve.

PREPARED/REVIEWED BY: James S. Maloney, Town Attorney

ATTACHMENT: Resolution No. 16-048, with attached Petition as Exhibit 1.

RECOMMENDED MOTION: "I move to approve Resolution No. 16-048, as a part of the consent agenda."

RESOLUTION NO. 16-048, Series of 2016

TITLE: A RESOLUTION TO APPROVE THE PETITION TO INCLUDE TOWN-OWNED LAND INTO THE STONEGATE VILLAGE METROPOLITAN DISTRICT

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 approves the Petition for Inclusion of Land attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor to sign the Petition for Inclusion of Land.

RESOLVED AND PASSED this ____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

4. That, except as set forth in Section 3 of this petition, there shall be no withdrawal of this petition after consideration by the Board at a public hearing, legally noticed in compliance with all applicable laws.

5. That the inclusion of the Property in the District shall be subject to any and all terms and conditions established by the Board and accepted by Petitioner(s) and to all duly promulgated rules, regulations and rates of the District, subject to the terms and conditions of the Inclusion Agreement.

PETITIONER:

TOWN OF PARKER, COLORADO,
a Colorado home-rule municipality

By: _____
Mike Waid, Mayor

20120 East Mainstreet
Parker, Colorado 80138

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

EXHIBIT A

LEGAL DESCRIPTION – CHAMBERS TRACT

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, 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 NORTHEAST CORNER OF SAID SECTION 19, WHENCE THE EAST QUARTER CORNER OF SAID SECTION 19 BEARS SOUTH 00°30'38" EAST, A DISTANCE OF 2696.41 FEET WITH ALL BEARINGS HEREON REFERENCED THERETO;

THENCE ALONG THE EASTERLY LINE OF SAID NORTHEAST QUARTER SOUTH 00°30'38" EAST, A DISTANCE OF 1652.17 FEET TO THE NORTHERLY LINE OF WEST MAIN STREET;

THENCE NORTH 50°51'11" WEST ALONG THE NORTH LINE OF WEST MAIN STREET A DISTANCE OF 247.35 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH CHAMBERS STREET RECORDED AT RECEPTION NO. 2005052742 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH CHAMBERS STREET THE FOLLOWING (3) COURSES.

1. NORTH 03°05'39" EAST, A DISTANCE OF 675.51 FEET THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 10080.00 FEET;
2. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°46'49", AN ARC LENGTH OF 665.06 FEET;
3. TANGENT TO SAID CURVE NORTH 00°41'10" WEST, A DISTANCE OF 152.92 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER;

THENCE ALONG SAID NORTH LINE NORTH 88°20'35" EAST, A DISTANCE OF 128.56 FEET TO THE POINT OF BEGINNING.

TRACT OF LAND CONTAINS 238,176 SQUARE FEET OR 5.468 ACRES MORE OR LESS.

LEGAL DESCRIPTION – TRACT A

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 19 AND NORTHWEST QUARTER OF SECTION 20, 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 NORTHEAST CORNER OF SAID SECTION 19, AND CONSIDERING THE EAST LINE OF NORTHEAST QUARTER OF SAID SECTION 19 TO BEAR SOUTH 00°30'38" EAST WITH ALL BEARINGS HEREIN REFERENCED THERETO, THENCE SOUTH 00°30'38" EAST A DISTANCE OF 1653.22 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 48°29'16" EAST, A DISTANCE OF 278.85 FEET; THENCE SOUTH 13°30'32" WEST, A DISTANCE OF 5.24 FEET;

THENCE NORTH 78°45'29" WEST, A DISTANCE OF 97.71 FEET TO A POINT OF TANGENT CURVATURE;

THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 78.00

FEET, A CENTRAL ANGLE OF 10°30'25", AN ARC DISTANCE OF 14.30' TO A POINT OF TANGENCY;

THENCE NORTH 68°15'05" WEST, A DISTANCE OF 28.28 FEET TO A POINT OF TANGENT CURVATURE;

THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 121.42 FEET, A CENTRAL ANGLE OF 14°17'36", AN ARC DISTANCE OF 30.29 FEET TO A POINT OF TANGENCY;

THENCE NORTH 82°56'46" WEST, A DISTANCE OF 41.08 FEET; THENCE NORTH 85°56'36" WEST, A DISTANCE OF 49.52 FEET; THENCE NORTH 85°31'26" WEST, A DISTANCE OF 51.50 FEET;

THENCE SOUTH 87°22'52" WEST, A DISTANCE OF 20.43 FEET TO A POINT ON THE EAST LINE OF MERIDIAN INTERNATIONAL BUSINESS CENTER, FILING NO. 7 RECORDED IN THE DOUGLAS COUNTY CLERK AND RECORDERS RECORDS AT RECEPTION NO. 2005057700;

THENCE NORTHERLY AND NORTHWESTERLY ALONG THE EASTERLY AND NORTHEASTERLY LINES OF SAID MERIDIAN INTERNATIONAL BUSINESS CENTER, FILING NO. 7, THE FOLLOWING TWO (2) COURSES;

1. THENCE NORTH 01°14'43" WEST, A DISTANCE OF 151.86 FEET;
2. THENCE NORTH 51°09'43" WEST, A DISTANCE OF 91.14 FEET;

THENCE NORTH 03°05'39" EAST, A DISTANCE OF 55.19 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT TRACT OF LAND RECORDED IN THE DOUGLAS COUNTY CLERK AND RECORDERS RECORDS AT RECEPTION NO. 2005052742;

THENCE SOUTH 50°51'11" WEST, A DISTANCE OF 247.35 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 19;

THENCE SOUTH 00°30'38" EAST ALONG SAID EAST LINE A DISTANCE OF 1.05 FEET TO THE POINT OF BEGINNING.

TRACT OF LAND CONTAINS 42,641 SQUARE FEET OR 0.979 ACRES MORE OR LESS.



TOWN ADMINISTRATOR'S REPORT

June 2016



PARKER
C O L O R A D O

Town of Parker
20120 E. Mainstreet
Parker, CO 80138

Tel: 303.841.0353
Fax: 303.805.3153
townadministrator@parkeronline.org



COMMUNICATIONS

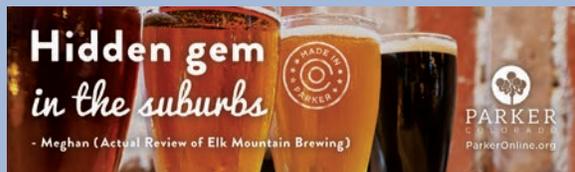
Project Updates

Individual Projects

- A “Visitors” section is in the process of being added to the Town website and will be completed by mid-June. This will include changes to the main navigation of the Town site to make it easier for website users to find all of the great things there are to do in Parker! The Visitors’ page can be found at www.parkeronline.org/visit.
- Staff is working with Barnhart to set up a “Foodie” Media Familiarization (FAM) Trip in Parker, which will take place on June 30. Five downtown businesses have agreed to participate in the FAM trip, including Elevation 5900, Parker Garage, Vines Wine Bar, Indochine and Nomelie Cupcakes.
- The Town and Parks and Recreation Instagram pages have been rolled out to the public! Make sure to follow both profiles and use the hashtags #TownofParkerCO, #ParkerColorado, and/or #ParkerRec!

Advertising Campaign Update

Town marketing launched in June, which includes the placement of digital banner ads and 25 bus tail ads. Local street light banners will also be placed at the end of June. The bus tail ads are pictured at right. A version of the PACE Center bus tail ad was also included in the Parker Arts Season Brochure.



Town Website Statistics

56,443
May Page Views

51,195
Total Visits

Top Pages

- Employment: 4,942 hits
- TRAKiT: 3,358 hits
- Current Development: 1,538 hits
- Departments: 1,010 hits
- Building Permits: 894 hits

Parks & Recreation Website Statistics

146,007
May Page Views

28,609
Total Visits

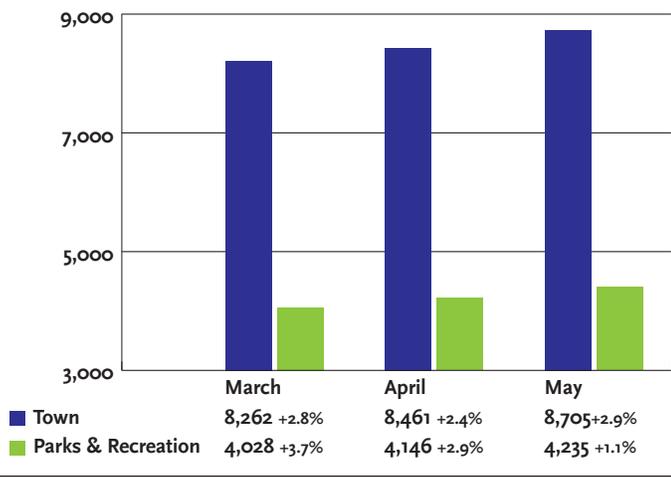
Top Pages

- Recreation Center: 12,218 hits
- Sports: 11,195 hits
- Group Fitness Classes: 5,417 hits
- Aquatics: 5,958 hits
- Fitness and Wellness: 5,061 hits

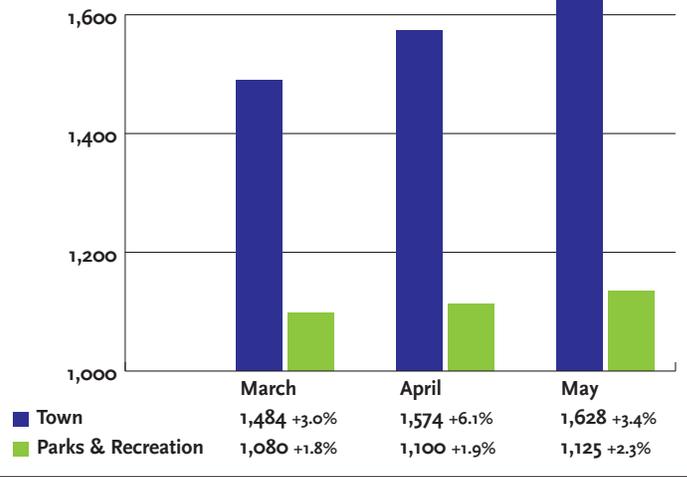
COMMUNICATIONS - CONT'D

Social Media Corner

Facebook Followers - Monthly Comparison



Twitter Followers - Monthly Comparison



Town of Parker, Colorado
Published by Andy Anderson [?] · May 27 at 4:33pm ·

Be happy, Douglas County! According to this study, you already are... For the 2nd straight year, our county has ranked among the top-10 happiest places in the United States Coming in at No. 8 overall, Douglas County was the only county on the list located in the nation's Western half. Among the metrics featured were family stability, physical activity, personal financial health and economic security. For more information, visit www.SmartAsset.com.

TOP 10 HAPPIEST U.S. COUNTIES

- 1 LOUDOUN, VA
- 2 FAIRFAX, VA
- 3 CARVER, MN
- 4 CHESTER, PA
- 5 HUNTERDON, NJ
- 6 MORRIS, NJ
- 7 HOWARD, MD
- 8 DOUGLAS, CO
- 9 SOMERSET, NJ
- 10

The Happiest Places in America – 2016 Edition

16,430 people reached

Town of Parker, Colorado
Published by Andy Anderson [?] · May 26 at 11:32am ·

Parker's local economy is growing, resulting in many new small businesses and jobs being added to our community! This great story from Joe Rubino in today's Denver Post details the progress being made in Parker.

Industrial rush: Parker's flexible commercial spaces a hot commodity

A growing population and strong small business economy in Parker is leading to a need for a different kind of development in the town, according to real estate

6,016 people reached

Town of Parker, Colorado
Published by Andy Anderson [?] · May 14 at 8:00am ·

Per the E-470 Highway Authority... The E-470 Road Widening Project is scheduled to begin this Sunday night. The project's first phase involves setting a barrier along the southbound right shoulder from Gartrell Road toward Parker Road. Additionally, preparations will be made to begin demolition of the left side of the southbound bridge over Parker Road, which will begin the week of May 22. For more information and updates on this project, visit www.E-470.com.

E-470 Road Widening Project

5,126 people reached

Town of Parker, Colorado added 8 new photos to the album: Fan Photo of the Week Contest - May 25, 2016.
Published by Andy Anderson [?] · May 25 at 2:04pm ·

Cuddly critters, creepy crawlers and luscious landscapes... our Fan Photo of the Week Contest has a lot to offer this week! Take a look at these images of things that make Parker a great place to live and like your favorite before noon on Friday!

6,602 people reached

Parker Parks and Recreation added 86 new photos to the album: Arbor Day Celebration and Arbor Day 5 Mile & Family Trek - 5/7/16 - with Ryan Vollertsen.
Published by Jaime Stevens Vollertsen [?] · May 9 ·

Despite the cooler weather, many came out to enjoy the annual Arbor Day Celebration and inaugural race!

2,761 people reached

Town of Parker @townofparkerco

Parker Farmer's Market returns to Mainstreet this Sunday: facebook.com/parker.co/photo ...

RETWEETS 5 LIKES 6

10:47 AM - 4 May 2016

2,338 impressions



COMMUNITY DEVELOPMENT

Major Administrative Approvals - May 2016

Brakes Plus	12332 S. Parker Road
Proposal: Site Plan amendment to modify final building designs	
TRAKiT ID: SP16-029	Approval Date: May 19

Building Division Statistics - May 2016

Single-Family Permits: 16 (71 total in 2016)

\$5,148,855 valuation (\$25,422,366 total in 2016)

Multi-Family Permits: 0 (0 total for 0 units in 2016)

\$0 valuation (\$0 total in 2016)

Commercial Permits (New): 3 (21 total in 2016)

\$14,994,403 valuation (\$35,161,144 total in 2016)

Commercial Permits (Remodel): 56 (275 total in 2016)

\$1,314,395 valuation (\$7,832,879 total in 2016)

Other Permits: 219 (815 total in 2016)

\$1,088,885 valuation (\$4,002,385 total in 2016)

Total Permits: 294 (1,182 total in 2016)

\$22,546,538 valuation (\$72,418,773 total in 2016)

Inspections: 2,506 (11,076 total in 2016)

2016 Total Valuation: \$72,418,773

Comprehensive Planning

Wayfinding Signage

Merje Environmental Graphic Design has completed the wayfinding sign designs and program for a Town-wide wayfinding sign system. The Town has released a request for Statement of Qualifications to determine qualified bidders, which will be followed up with an open bid seeking a contractor to construct phase 1 of the project, which will include downtown wayfinding signage. Construction for phase 1 is expected to begin in late fall of 2016. Phase 2 of the wayfinding sign program, all areas of Town except for downtown, is planned for 2017 construction to ensure adequate time to coordinate with CDOT and Douglas County.

Pikes Peak Avenue, Pikes Peak Drive and Pilgrim's Place

Two of the recommendations from the Mainstreet Master Plan were:

- Improve Pikes Peak Avenue and Pikes Peak Drive to better accommodate bicycles and pedestrians; and
- Redesign Pilgrim's Place from an alley to a 'Festival Street' to accommodate autos, bicycles and pedestrians while allowing it to be closed for medium-sized events.

The Capital Improvement Program funded design work for these projects in 2016. Community Development and Engineering are coordinating in the design efforts and have hired RNL Design to develop the urban design elements for these streets.

Downtown Parking Study and Plan

The Town has hired Kimley Horn to assist in analyzing and fully understanding the dynamics of downtown parking and developing a clear and concise vision and plan based on the parking analysis. The study will include short-term parking management recommendations to maximize the existing parking supply, event parking management recommendations and long-term parking recommendations. Building public parking is an investment; this study will help inform the Town regarding when additional public parking is necessary, where it should be located and how many parking spaces are needed. Plan analysis and outreach will begin this summer and the study will be completed by fall 2016.

COMMUNITY DEVELOPMENT - CONT'D

Development Review - Project Updates

Major Active Development Projects

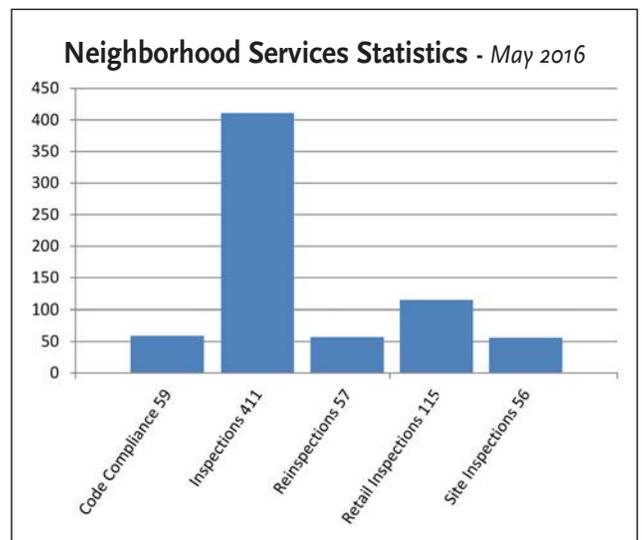
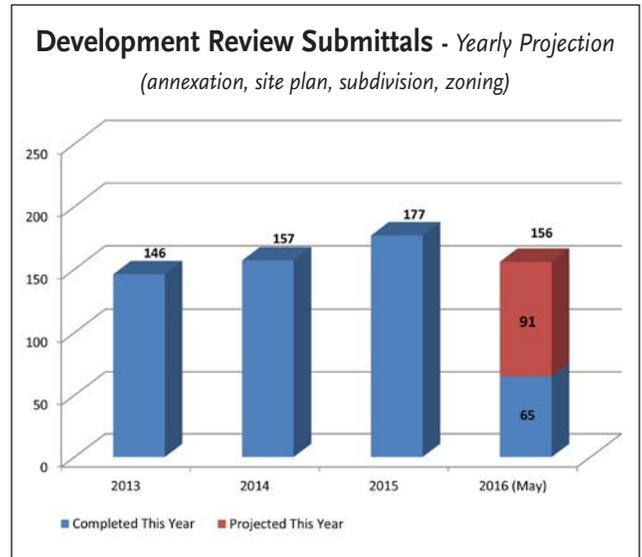
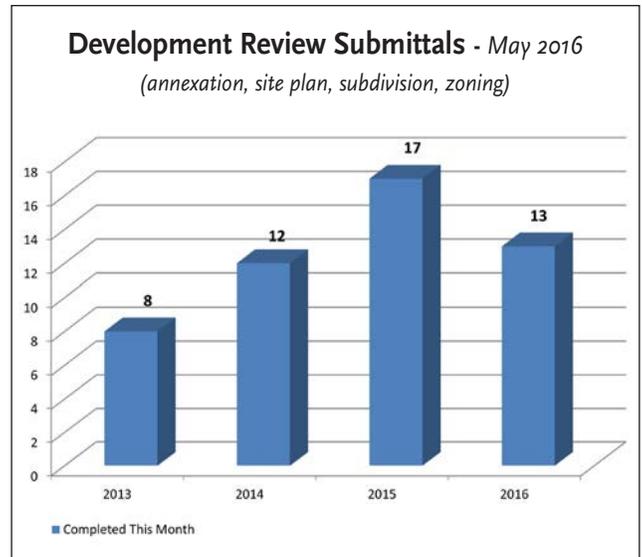
- Enclave Disc Golf/Dog Park – Site Plan
- Maclachlan Arby's Remodel – Site Plan
- Meadowlark Annexation – New Residential
- Newlin Crossing Annexation – New Residential/Commercial
- Park 64 – New Multi Family
- Parker Keystone Commercial – Site Plan/Replat
- Pawnee-Daniels Park 345kV Transmission Line
- Reata North Filing 12 – New Residential
- Stroh Crossing – New Residential
- Twenty Mile Gun Range – Site Plan
- Watermark II Multi Family – Site Plan
- Saint John Extended Stay Hotel – Site Plan (**New Project**)

Major Projects Under Construction

- Advanced Auto – Hess Road and Parker Road
- Assisted Living Facility – Crown Point
- Automotive Service and Sales Phase I – Parker Auto Plaza
- Boondock's Food & Fun Center – Crown Point
- CVS Pharmacy – Stonegate
- Douglas County Library – Mainstreet
- Enclave at Cherry Creek Multi-Family
- Express Wash – Crown Point
- Gander Mountain – Crown Point
- Mini U Storage – Dransfeldt
- Parker Flats Multi-Family
- Performing Arts Charter School – Compark
- Rehab Center – Compark
- Your Storage Center – Polo Business Park

Project Focus: Vantage Point

Currently under construction at the northeast corner of Parker Road and Cottonwood Drive is a 400-unit multi-family residential development featuring 21 buildings, a clubhouse building and surface parking. The proposed structures will mainly consist of three-story buildings designed with attached garages with internal access.





CULTURAL DEPARTMENT

May Box Office Highlights

There were virtual sellouts for Parker Arts-presented shows in May:

- Parker Symphony Orchestra: The Music of John Williams (97 percent)
- The Parker Chorale: The Rhythms of Life (96 percent)
- Red Riding Hood - School Day Performance (98 percent)
- Lee Ann Womack (96 percent).
- To-date pre-sales are very strong for July's run of the musical comedy Grease, which was at 41 percent of capacity as of May 31. By comparison, the 2015 summer production of West Side Story had only sold 18 percent at this same time.

Survey Responses

Parker Symphony Orchestra

"We absolutely loved The Music of John Williams! The humorous touches were enjoyed by all of us and we also appreciated the educational information provided by the conductor. We're looking forward to next season!"

Parker Chorale

"Wonderful performance by the Chorale. Great variety in music selections - like the theme that tied it together. Appreciate the inclusion of the high school choir & commend the Chorale for gifting the Ponderosa's choir program with the \$3,000..."

Lee Ann Womack

"Wonderful performance! Excellent venue great acoustics, helpful, kind, funny people to assist you, easy parking ... Everything was perfection!!"

Education Update

- To date, 1,017 students have enrolled in our 2016 summer camp offerings. Camps include 52 individual week-long enrichment camps focusing on science, robotics, culinary, dance, theater, art, photography and creative writing. Camps run June 6 through July 29 at PACE Center.



- Parker Arts and Inspire Creative are co-producing the summer youth production of Thoroughly Modern Millie. Seventy children auditioned on April 30, and 44 were cast in the teen production. Five performances will take place Aug. 4 through 7 at The Schoolhouse Theater.

Operations Update

- **May Events Room Rentals**
20
- **2016 Weddings Booked**
17
- **2016 Meetings Booked**
514
- **2016 Concessions Sales**
\$61,043.80
- **Catering Income (Jan.-April)**
\$3,934.48

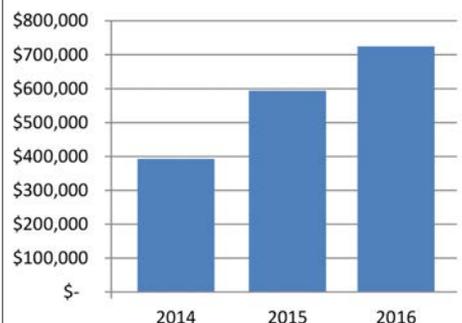
Theater Rentals

- In addition to programming and Parker Arts-presented performances, nine community groups (including Denver Ballet Theatre, the Rocky Mountain Brassworks, American Academy and Lutheran High School) rented the theater in May.

Community Funding

- Parker Arts is preparing for its 2016/2017 Season Announcement Party on June 23. The exclusive member event will be held on the PACE patio and will include a band, food, photo booth, and the big reveal of the season lineup. So far, 78 members have RSVP'd.
- \$4,050 in membership fees were brought in during the month of May, with more expected in June due to the announcement of our 2016/2017 season.
- Grants: \$2,150 from Western States Arts Federation

YTD Ticket Revenue - as of March 31





ECONOMIC DEVELOPMENT

Business Retention

Economic Development staff conducted an additional nine business retention visits during April and May. Councilmembers were able to join staff

and meet business owners/managers on visits to Pizza Hut, India's Kitchen, StoneGate Café and La Baguette de Normandy Bakery.

ICSC

For the eighth year in a row, Parker was present at the International Council of Shopping Centers (ICSC) annual RECon.

The event, held in Las Vegas, is the world's largest retail real estate exhibition and conference for shopping center executives, retailers, developers, brokers, tenant representatives, financial companies and suppliers. With more than 36,000 in attendance, ICSC presents a unique opportunity to interact with retail industry participants and promote the Town of Parker in national and regional settings.

Town staff and elected officials met over three days with numerous tenant representatives, and discussed numerous development projects with land owners and developers that are considering projects in all areas of the Town.

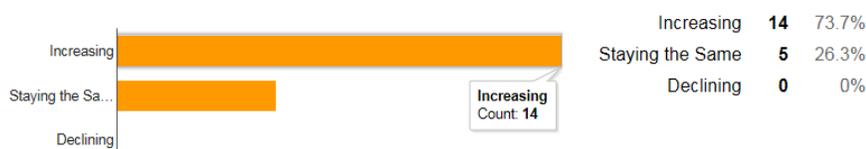
Past participation in ICSC has resulted in numerous projects such as: Culvers; Kneaders; King Soopers; Wendy's; Advanced Auto Parts; and Brakes Plus.



Employment Trend



Sales Trend



Expense Trend



Profitability Trend





Facts & Statistics

May 2016

Accounts Payable

Total AP spend:

\$3,577,591.05

Invoices processed:

551

Checks processed:

398

Total check runs:

4

Average invoices per check run:

138

Average amount per invoice:

\$6,492.91

Average amount of check:

\$8,988.92

Purchasing Cards

Total P-Card spend:

\$282,975.71

Total P-Card transactions:

993

Total statement cycles:

1

Average statements per cycle:

993

Average transaction amount:

\$284.97

Payroll

Total Direct Deposits:

1,281

Total Employees Paid:

691

Total PANs Processed:

176

Sales Tax

New accounts opened:

50

Accounts closed:

2

Active audits:

32

Subscribers for sales tax notifications:

1,444 in 4 countries and 31 states

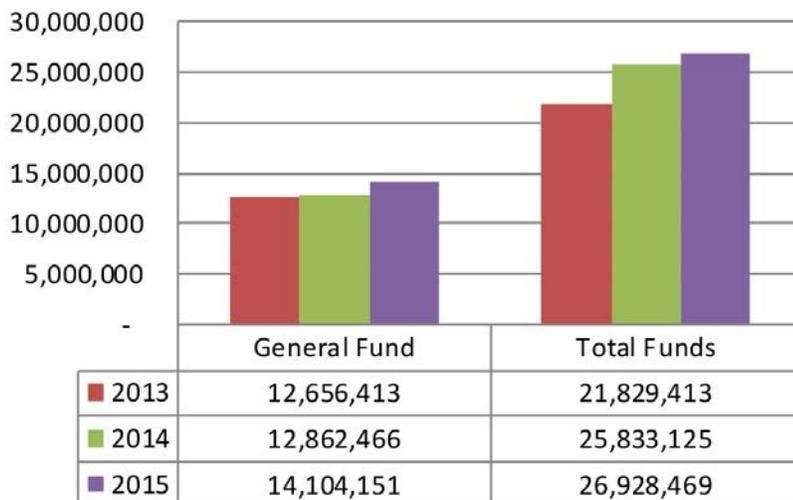
FINANCE

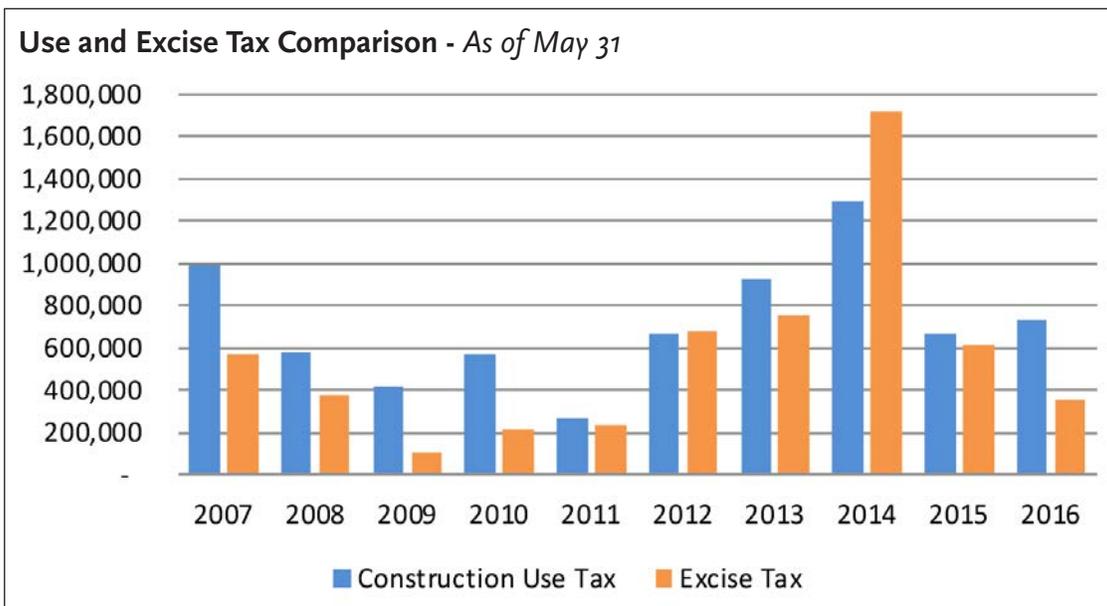
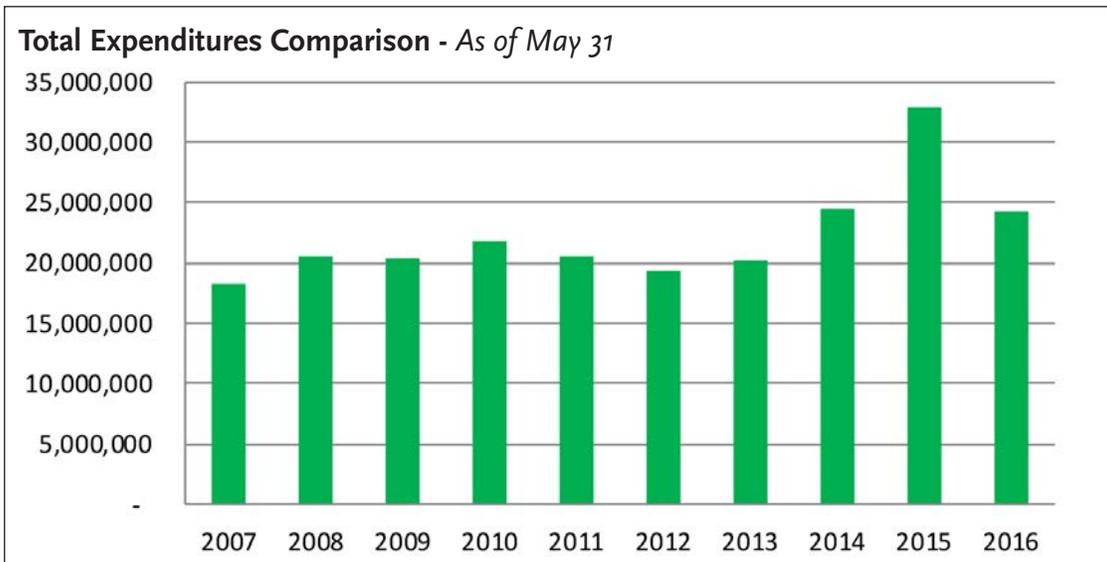
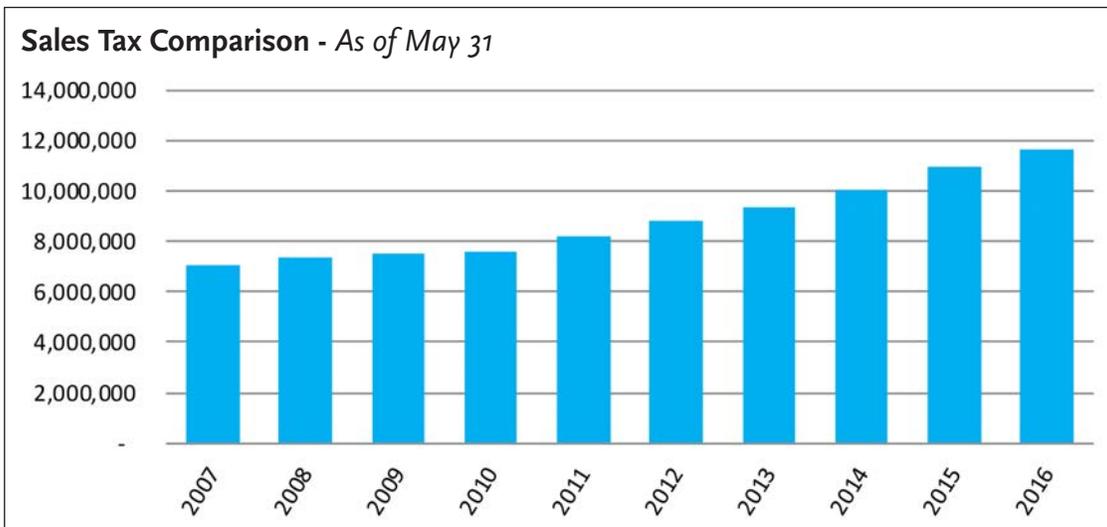
New Staff Members

Cheri Sullivan is new to the finance team and joins us as the Sales Tax Analyst. Cheri has been working in the educational field in Parker for the last 8 years, with the last four years in school business management. Her background includes entrepreneurial and first-hand, business-level sales tax experience. She hopes to utilize these skills to help better understand the taxpayer point of view in her new position. Cheri has actively enjoyed her time in Parker over the last 16 years with her two sons and husband. In her spare time, she enjoys experiencing everything from the arts to conquering some of Colorado's 14ers.

Kim Singdahlsen is in the new role of Accounting Technician, charged with functioning as an Interdepartmental Liaison. As an actuary in the group health insurance field for 15 years, she gained extensive corporate experience with bringing various departments together in order to implement new products, systems and workflows. She was then able to spend time raising an active family while also working with various organizations on a volunteer basis. She recently obtained her degree in accounting, did an internship at a public accounting firm, and served as a full-charge accountant for a local preschool. She has been part of the Parker community for 26 years.

Year-to-Date Revenue - Exc. Internal Transfers & Dept Proceeds







ENGINEERING

Roadway Capital Improvement Projects

EastMain Development Phase 2

- Construction of a new roadway through the EastMain Park Plaza site and improvements to the adjacent roadways

Utility work is complete on the East Mainstreet site and crews are preparing for paving operations. Improvements to Mainstreet, Pine Drive, and Pace Center Drive will be accompanied by streetscaping, irrigation, and lighting improvements. The project is tracking for a mid-summer completion in advance of the Douglas County Library's scheduled opening.

Chambers Widening Project

Chambers Road Widening

- Widening of Chambers Road between Hess Road and Mainstreet

The roadway construction has commenced with utility relocations and earthwork operation underway. Bridge construction commenced in May. The roadway construction is scheduled to conclude late in 2016 with median landscaping taking place in 2017 (pending 2017 funding). Funding for this project is a joint effort with Douglas County and the Douglas County School District. ▶

Hilltop Road Powerline Conversion

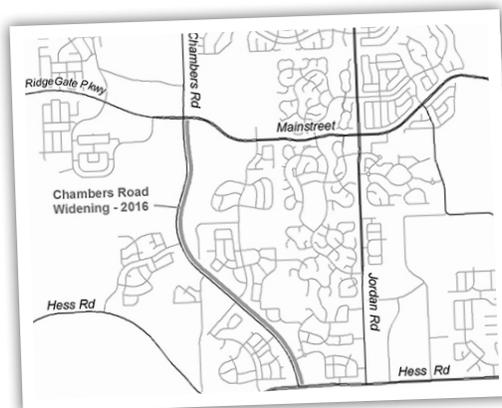
- Underground conversion of the existing overhead powerline adjacent to Hilltop Road between the Hess/Hilltop intersection and Legend High School

The conversion work is underway with completion anticipated to occur in June.

Cottonwood Drive Widening

- Widening of Cottonwood Drive between Jordan Road and Cottonwood Way

The funding for the design for this project was appropriated as part of the 2016 budget. Town staff has completed the selection process for the design consultant and the contract was awarded by Town Council on May 2. Design work has commenced and it is anticipated that the design will be completed by late 2016 with construction anticipated for 2017, pending approval of the 2017 budget.



Annual Roadway Maintenance Projects

Townwide Concrete Repair

- Work consists of miscellaneous sidewalk, concrete pavement and curb and gutter repairs throughout Town

The 2016 scope of work has been finalized and the contract was awarded by Town Council in May. The contractor is scheduled to start work in July.

Roadway Reconstruction

- Street repairs to various locations in Town

The project limits will be for the eastbound direction of Mainstreet between the commercial access at the southwest corner of Jordan Road to the Motsenbocker Road intersection. This roadway will be reconstructed as asphalt pavement in a similar manner to the westbound lanes completed in 2015. Construction has commenced with the Mainstreet lane reduction to one-lane each direction anticipated to begin in mid-June with an approximate two-month duration to complete reconstruction. The project also includes concrete pavement maintenance and diamond grinding on Jordan Road and Mainstreet west of Jordan.

Roadway Resurfacing

- Thin overlays, chip seal and slurry seal (pavement preservation) work in various locations in Town

The asphalt overlay portion of the project was awarded by Town Council in January. The slurry/chip seal contract portion of the resurfacing work was awarded by Town Council in March. Construction on the project has commenced with concrete work underway. The overlay and slurry/chip seal portion of the project is anticipated to commence as temperatures/weather allow in the June for the asphalt overlay portion and July for the slurry/chop seal portion.

Recreation Improvements

East-West Trail - Phase II

- Construction of a multi-use recreational concrete trail between Newlin Gulch Boulevard and Chambers Road within and adjacent to the PSCo/Xcel powerline corridor

Design for the project is complete and the Town has received approval from PSCo (Public Service Company of Colorado) for construction of this segment of trail. The competitive bidding of the project began in late April following approval by FEMA for the Newlin Gulch floodplain crossing. It is anticipated that Town Council will review the potential award of project at the June 20 Town Council meeting. Construction is anticipated to commence in late-summer of 2016 and be completed in late 2016.

Bradbury Trail

- Construction of a missing segment of trail between Gold Rush Elementary School and Hitching Post Circle

The project was competitively bid and awarded by Town Council in March. Construction is underway with anticipated completion in late July.

East-West Trail - Phase III

- Construction of a multi-use recreational concrete trail between the Motesenbocker/Todd intersection to the Cherry Creek Trail within and adjacent to the PSCo/Xcel powerline corridor

Design on the project has started and preliminary discussions with PSCo/Xcel related to a required license agreement are underway. Construction is anticipated for 2017.

EastMain Park/Plaza

- Design and construction of a public park and plaza located at the NE corner of Mainstreet and PACE Center Drive

The project is currently under construction and is anticipated to be complete this winter. ▶

Stroh Soccer Park Parking Lot

- Construction of an additional parking lot on the west side of the soccer park

The project was competitively bid in March and Town Council awarded the project on April 18. Construction on the project has commenced and is anticipated to be completed in late July during the off-season at the park.

Stormwater CIP Projects

Cherry Creek Restoration at Norton Open Space

- Channel stabilization improvements approximately 2,000 feet downstream of Cottonwood Drive to the county line

The project is nearing completion with the upper half of the project complete with the exception of re-vegetation. The lower portion of earthwork and downstream grade-control structure is anticipated to be complete by the end of June. Final re-vegetation and substantial completion is anticipated to be complete by the end of July, weather permitting.



Household Chemical Roundup

The Town of Parker Stormwater Utility co-sponsored a household chemical roundup event on May 21 to promote the safe and responsible disposal of chemicals. The event was at the Joint Services Center and ran from 9 a.m. to 3 p.m.

The event was well attended by Parker and Douglas County residents. Town staff volunteered at the event from the Stormwater, Streets and Parks departments.





PARKS AND RECREATION

Fitness and Wellness

Group Fitness

- There have been 12,000 more visits to group fitness classes in 2016 than 2015.
- Average participation in classes has increased from 14 to 21.
- Cost per person in classes has decreased by 30 cents per participant.

Pilates Reformer

- The number of weekly Pilates Reformer classes has been increased from four to eight.
- Since all classes are full, a few additional overflow classes have been added from the wait list.

Martial Arts

- Youth martial arts programming continues to boom with more than 75 participants ages 4 to 14.

Fieldhouse

- A new full-time Facility Coordinator, Mike Jenne, was hired in Recreation Facilities and the position will primarily focus on repair and maintenance items. He will begin in June.
- The Fieldhouse hosted 47 birthday parties in May, a record number. The previous record of 42 was set back in January. ▶



Arbor Day 5 Mile Race and Family Fun Trek

- This new event held on April 30 featured 121 registrations and about 75 participants, despite the cold and cloudy day. The race was combined with the annual Arbor Day celebration, where tree seedlings and other giveaways were enjoyed by all.



Therapeutic Recreation

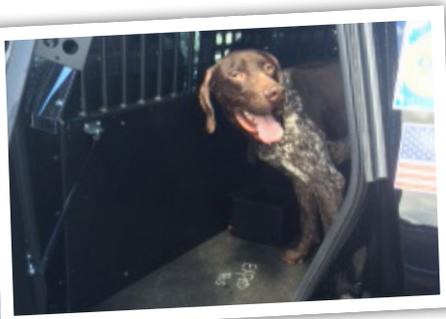
- Additional marketing in the Parker Recreation Center brochure has helped increase the new service of one-on-one aquatic therapy sessions. Staff is currently working with 10 individuals on a week-to-week basis.
- Parker Recreation has partnered with BOOM Sports to create a program designed for youth with disabilities. This introductory class will help individuals with special needs work on skills that they can use in other programs, such as inclusion or unified Special Olympics sports teams.
- An informational pizza pool party was held May 21 at the Recreation Center for current and new Therapeutic Recreation participants and their families. Participants had the chance to gather information about summer programming, fill out the TR assessment and complete a survey that evaluated current activities and provided input for future programs.

Day Camp

- Parker's Day Camp program was well represented with the largest group of counselors attending the CPRA PLAY conference held on May 21. Parker has the second-largest summer camp program (150 participants) behind only Broomfield (200). It was a long day—counselors departed the Fieldhouse at 6:30 a.m. and returned after 6 p.m.—but it was well worth the hours. Each counselor earned eight hours of mandatory training and also was able to bond with many new employees for the day.



POLICE DEPARTMENT



Remi Training

Throughout May and June we have introduced and followed the training of our new K-9, Remi. Remi is a 23 month-old male German Short Haired Pointer. Officer Casey Cashman and Remi just returned from Utah after training for five weeks. Remi has been trained as a narcotics detection dog and in the tracking/trailing of missing and at-risk individuals. Look for Remi and Officer Cashman working around the Town of Parker, as well as visiting schools and events.

NASCAR Fan Fest

Officer Nate Finley brought the Code 3 car to NASCAR fan fest at the King Soopers Cottonwood on Sunday, May 15. Communications Technician Sarah Hooks operated the 9-1-1 Education booth and reached more than 200 people. In addition, she spoke to people about the importance of signing up for the Code Red emergency notification system. Sarah signed more than 30 Parker residents up for Code Red.

Awards Ceremony

The fifth annual Police Department awards ceremony was held on May 25. Seven life-saving awards were presented, as well as eleven Chief's Commendations and eleven additional Chief's Unit Commendations. More than 70 awards were given to officers and civilians at the annual event.



Colfax Marathon Relay

Lieutenant James Prior, Sergeant Andy Coleman, Officer Sherry Corcoran, Cadet Crystal Kanaber and Blake Peters (Lieutenant Chris Peters' son) ran in the Colfax Marathon Relay to support Parent Project Muscular Dystrophy. Parker's team, "Team Easton," ran to support Sergeant Coleman's son with Duchenne Muscular Dystrophy.



Mountain Lion Sighting

On Wednesday, June 8, Officers responded to a call of a mountain lion in the area of Parker Road and Mainstreet. Sergeant Nick Eckman first located him in the Hobby Lobby parking lot. Colorado Parks and Wildlife were notified and our officers continued to follow the lion. Twenty minutes after the initial call was received, it entered the open space and ran away.

Rabies Awareness

In response to the first confirmed case of a rabid skunk in the Town of Parker, we partnered with Murdoch's and VIP Petcare for a rabies awareness and vaccination clinic on Saturday, May 21. More than 20 people turned out for the 90 minute event, most of which heard about the event from the Police Department. This is the first rabies awareness and vaccination event we have conducted this year. This will be an ongoing effort throughout the summer and we will hold these events at various Parker vet clinics. While rabid skunks are an issue all across the front-range, the Parker Police Department is the only agency to hold these clinics to actively educate and vaccinate Parker residents and their pets.

POLICE DEPARTMENT - CONT'D



Explorers Training

May 21, Parker Police Explorers and Explorers from around the region participated in a mass casualty training exercise. The training took place at Town Hall and the old police station. Approximately 55 Explorers participated and about 140 people in total participated.

Academy Graduation

Officer Crystal Kanaber graduated from the Adams County Sheriff's Office Academy earning the Director's Award. Officer Kanaber earned the top award, the Director's Award, in her class of 43 cadets for displaying: leadership, determination, team work and a good attitude. The Director's Award is voted on by the Sergeant and the entire staff. Her Sergeant said she was a role model for other cadets and she challenged and inspired them. Congratulations and welcome Crystal!

Color Guard

The Parker Police Department Color Guard presented the colors at the Colorado Rockies game on Friday, May 14. Lieutenant Chris Peters, Sergeant Steve Tarr, Detective Shannon Brukbacher, Officer Eric Graham and Officer Jeremy Harris debuted the new Parker Police Department flag at the game.



Traffic Safety Update

In 2015, Parker Police Officers removed 46 impaired drivers from the road during High Visibility Enforcement campaigns. On May 18, four Parker Officers were recognized during the Traffic Safety Champions Lunch. Officers Casey Cashman, Bryan Faulkner, Eric Graham and Chris Kozuch were all honored for their outstanding efforts on the road.



Watching Out for Wildlife

Sergeant Joe Cummings assisted four ducklings through the intersection of Lincoln and Parker on May 27. The ducklings were eventually given to the Ellicott Wildlife Rehabilitation Center to be released later this summer. We received positive media coverage from several local media outlets, as well as the Huffington Post.

Weather Spotter Class

We held our second How to Become a Weather Spotter class on Thursday, May 26. More than 45 residents took the class at the Police Department instructed by the National Weather Service. This was the second time this class was held in May; more than 90 Parker residents have been trained on what to look for when threatening weather moves in.

Raising Awareness for Poverty

In an effort to raise awareness for children and young people living in poverty, Parker Police Officers wore red noses in support of Red Nose Day on Thursday, May 26.



BASE Program

Tuesday, June 7, Officer Greg Epp went to the Iron Horse Elementary summer BASE program. He taught the kids about the danger of talking to strangers and gave them a tour of his police car.



ITEM NO: 9A
 DATE: 06/20/2016

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 type="checkbox"/> ORDINANCE FOR 1 st READING (06/06/2016) |
| <input type="checkbox"/> CONTRACT | <input checked="" 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 1.465.2 for budget amendment number two approved on consent June, 6, 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 \$471,189 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 second reading."

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

	<u>Revision</u>	<u>2016 Revised Budget</u>
<u>General Fund</u>		
Beginning fund balance		\$ 23,057,430
Revenue		46,145,983
Revenue revision	<u>7,200</u>	<u>7,200</u>
Total revised revenue		46,153,183
Total available		<u>69,210,613</u>
Expenditures		54,591,417
Supplemental appropriation	<u>484,560</u>	
Total expenditure revision		<u>484,560</u>
Total revised expenditures	<u>-</u>	<u>55,076,007</u>
Ending fund balance		<u><u>\$ 14,134,606</u></u>
<u>Parks and Recreation Fund</u>		
Beginning fund balance		\$ 13,602,628
Revenue		8,373,300
Revenue revision	<u>-</u>	<u>-</u>
Total revised revenue		8,373,300
Total available		<u>21,975,928</u>
Expenditures		18,882,660
Supplemental appropriation	<u>(720,389)</u>	
Total expenditure revision		<u>(720,389)</u>
Total revised expenditures		<u>18,162,271</u>
Ending fund balance		<u><u>\$ 3,813,657</u></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>\$ 3,296,378</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>\$ 3,037,614</u>

	<u>Revision</u>	<u>2016 Revised Budget</u>
<u>Fleet Services Fund</u>		
Beginning fund balance		\$ (351,810)
Revenue		1,588,100
Revenue revision	<u>-121,300</u>	<u>-121,300</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		862,700
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>

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	S	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: 9B
DATE: 06/20/2016

REQUEST FOR TOWN COUNCIL ACTION

**TITLE: NEWLIN CROSSING PROPERTY ANNEXATION AND ZONING -
(Continued from May 16, 2016)**

- (1) **ORDINANCE NO. 2.245 - Second 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 – Second 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

- (3) **ANNEXATION AGREEMENT**

- | | | |
|----------------------------------------------------|---------------------------------------------------------------------------|--------------|
| <input checked="" 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 | (06/20/2016) |
| <input checked="" type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION | |


John Fussa, Community Development Director


G. Randolph Young, Town Administrator

ISSUE:

The applicant, Plan West, seeks to annex a 94 acre parcel known as the Newlin Crossing property located at the northeast corner of Mainstreet and Chambers Road. The applicant is also requesting a PD – Planned Development zoning for the site. If approved, they intend to develop the site for commercial and residential uses with parks/open space and a buffer to the Stonegate neighborhood to the north. The PD includes 6.76 acre-interim detention pond currently owned by the Town of Parker.

PRIOR ACTION:

On March 21, 2016, Town Council adopted Resolution 16-017 which set the public hearing date for the Newlin Crossing annexation request to May 16, 2016. On May 2, 2016, Town Council approved Ordinances 2.245 and 3.322 on first reading. On May 16, 2016, Town Council held a public hearing and approved Resolution 16-039 which set forth findings of fact concerning the property's eligibility for annexation. This was done to ensure the public notice for the annexation remained valid. Town Council also continued Ordinance 2.245, Ordinance 3.322 and the Annexation Agreement to June 20, 2016, because staff had not received a signed annexation agreement from the applicant.

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

The Newlin Crossing property is located within the Town's Urban Growth Area boundary as described in the Intergovernmental Agreement (IGA) and Comprehensive Development Plan between the Town of Parker and Douglas County last amended August 25, 2015. It currently exists as unplatted parcels in unincorporated Douglas County. The Town's Master Plan locates the property within the Medium Density Residential Character Area and identifies it as part of a Neighborhood Center.

The Neighborhood Center overlay for the intersection of Mainstreet and Chambers Road provides for neighborhood-serving commercial and retail uses at the corner with higher density residential uses as a transition between less intense residential areas and non-residential areas. Residential areas in Neighborhood Centers are to be designed in a manner which encourages future residents to walk and bicycle to obtain goods and services.

The Newlin Crossing development will be responsible for improvements to Chambers Road and Mainstreet. It proposes to create a new internal collector road connecting Mainstreet with Chambers Road as recommended in the Roadway Network Plan of the Parker 2035 Master Plan. The collector roadway will also cross-over the Newlin Gulch 100-year floodplain. Finally, the Newlin Gulch floodplain itself is to be preserved as a 13.2 acre open space area. This open space area includes the Newlin Gulch Trail with a connection from the adjoining Stonegate Trail to Mainstreet.

RECOMMENDATION:

Staff recommends Town Council approve Ordinance 2.245, Ordinance 3.322 and the Annexation Agreement for Newlin Crossing. Planning Commission recommended approval of the zoning request on May 12, 2016

PREPARED/REVIEWED BY:

Patrick Mulready, Senior Planner; Bryce Matthews, Comprehensive Planning Manager; John Fussa, Community Development Director; James S. Maloney, Town Attorney

ATTACHMENTS:

1. Vicinity Map
2. Ordinance 2.245
3. Ordinance 3.322
4. Annexation Agreement
5. Staff Report and Referral Agency Comments

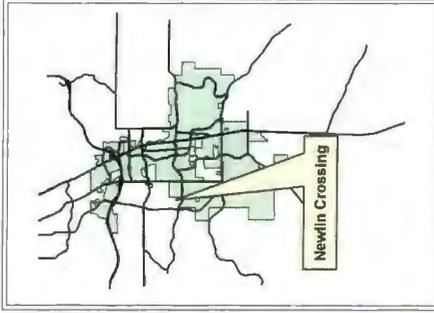
RECOMMENDED MOTION:

- (1) "I move to approve Ordinance No. 2.246 on second reading."
- (2) "I move to approve Ordinance No. 3.322 on second reading"
- (3) "I move to approve the Annexation Agreement for Newlin Crossing, based upon staff findings."

Newlin Crossing Annexation & Rezoning

Public Hearings:
Annexation & Rezoning

Attachment 1



Legend

-  Town Boundary
-  Site
-  Roads

Narrative:
Applicant seeks to annex a 101 acre parcel located at the northeast corner of Mainstreet and Chambers Road, and zone this it PD - Planned Development.

Planner: Patrick Mulready
Hearing Schedules:
Planning Commission:
May 12, 2016
Town Council:
June 20, 2016



ORDINANCE NO. 2.245, Series of 2016

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE NEWLIN CROSSING 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 OF
THE PROPERTY PROPOSED FOR ANNEXATION**

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 19 AND 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 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 SOUTHERLY ALONG SAID WEST LINE, SOUTH 00°30'38" EAST, A DISTANCE OF 886.87' FEET TO THE EASTERLY LINE OF MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7 RECORDED AT RECEPTION NUMBER 2005057700 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE EASTERLY LINES OF SAID MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7 THE FOLLOWING (4) COURSES:

1. NORTH 48°42'44" WEST, A DISTANCE OF 12.52 FEET;
2. NORTH 14°45'43" WEST, A DISTANCE OF 437.35 FEET;
3. NORTH 01°14'43" WEST, A DISTANCE OF 500.74 FEET;
4. NORTH 51°09'43" WEST, A DISTANCE OF 91.14 FEET TO THE INTERSECTION OF THE NORTHERLY OF SAID MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7 WITH THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS EXHIBIT "B" AND RECORDED AT RECEPTION NUMBER 2005052742 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG SAID SOUTHERLY EXTENSION AND THE WESTERLY LINES OF SAID PARCEL THE FOLLOWING (3) COURSES:

1. NORTH 03°05'39" EAST, A DISTANCE OF 730.68 FEET THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 10080.00 FEET;
2. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°46'49", AN ARC LENGTH OF 665.06 FEET;
3. TANGENT TO SAID CURVE NORTH 00°41'10" WEST, A DISTANCE OF 152.92 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER;

THENCE ALONG SAID NORTH LINE NORTH 88°20'35" EAST, A DISTANCE OF 128.56 FEET TO THE POINT OF BEGINNING.

TRACT OF LAND CONTAINS 4,438,341 SQUARE FEET OR 101.890 ACRES MORE OR LESS.

EXHIBIT B

NEWLIN CROSSING ANNEXATION AGREEMENT

THIS NEWLIN CROSSING ANNEXATION AGREEMENT (this “**Agreement**”) is voluntarily made and entered into this _____ day of _____, 2016, by and between the Town of Parker, a Colorado home rule municipality (hereinafter referred to as the “**Town**”), the Stonegate Village Metropolitan District, its successors and assigns (hereinafter referred to as the “**District**”) (only as to Paragraph 3), and 98 W. Parker, LLLP, a Colorado limited liability limited partnership, its successors and assigns (hereinafter referred to as the “**Property Owner**”).

RECITALS:

A. The Property Owner is the owner of certain real property situated in the County of Douglas, State of Colorado, which is described in **Exhibit A-1**, attached hereto and made a part hereof (the “**Property**”).

B. The Property Owner desires to have the Property, together with certain additional real property owned by the Town, which is described in **Exhibit A-2**, attached hereto and made a part hereof (the “**Town Property**”), annexed to the Town. The “**Property**” and “**Town Property**” are collectively referred to as the “**Annexation Property**”.

C. The Town wishes to annex the Annexation Property into the Town and shall consider the zoning application for the Annexation Property upon the condition that this Agreement is approved by the Town and is executed by the Town, the District and the Property Owner.

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, the District (only as to Paragraph 3) 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 Annexation 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. or this 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 Annexation Property upon satisfaction of the conditions precedent):

i. The Property Owner and the Town have mutually executed and delivered this Agreement;

ii. The Property has been fully included within the boundaries of the District by virtue of an Order of Inclusion having been signed by the Douglas County District Court and recorded in the real estate records of Douglas County, Colorado.

iii. The District signs this Agreement.

iv. The conditions set forth in Paragraph 11 of that certain Amended and Restated Petition for Annexation submitted by the Property Owner to the Town petitioning for annexation of the Annexation Property into the Town (the “**Petition**”) are satisfied or waived in writing by the Property Owner, including without limitation, the Town approval of zoning for the Annexation Property as contemplated by Paragraph 11 of the Petition and subparagraph 4.a of this Agreement.

v. 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 this Agreement have been fully satisfied or, as applicable, waived by the Property Owner.

b. Failure of Conditions. Until the conditions precedent set forth in subparagraph 1.a have been satisfied (or waived by the Property Owner), this document shall constitute an offer by the Property Owner and the Town to enter into this Agreement (notwithstanding the parties’ mutual execution and delivery of this document), and the annexation of the Annexation 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 this Agreement or the items described in § 31-12-113(2)(a)(II)(A), C.R.S.

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 Annexation 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 Code, 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 Annexation Property. The District will provide water and sewer services to the Property if the Property Owner satisfies certain requirements of the District as set forth in that certain Stonegate Village Metropolitan District Real Property Inclusion Agreement Regarding Newlin Crossing entered into as of January 13, 2015 between the District and the Property Owner and recorded in the real property records of the clerk and recorder for Douglas County (“**Records**”) at Reception No. 2015002321, as may be amended from time to time.

4. Zoning and Development.

a. Zoning Approval. The Property Owner hereby consents to zoning the Property PD-Planned Development pursuant to the Development Plan and Guide that is adopted by Ordinance No. 3.322 contemporaneously with this Agreement (the “**Development Plan**”).

b. Town Fees. The Property Owner hereby agrees to pay the Town its actual out of pocket 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 Planning Director, provided that the Town provides to the Property Owner reasonable documentation of such costs, such as invoices. 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 and such additional fees and taxes as may be in effect at the time such payment is required in accordance with Town ordinance except as specifically provided by this Agreement, provided that real property taxes will become effective on January 1 of the next succeeding year following the effectiveness of the annexation ordinance adopted by the Town annexing the Annexation Property into the Town. 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 a minimum of 18.87 acres of open space on the Annexation Property as described in the Development Plan (the “**Open Space Property**”), which, subject to the terms of this Paragraph 5, shall be conveyed free and clear of all liens and monetary encumbrances to a property owners’ association approved by the Town (“**Owners’ Association**”), Title 32, C.R.S., metropolitan or special district (to the extent authorized by the service plan approved by the Town) (“**Metropolitan District**”); provided, however, the Town may accept all or any portion of the Open Space Property for ownership and maintenance, as determined in the sole discretion of the Town. The Owners’ Association, Metropolitan District and Town are referred to herein each as an “**Accepting Party**.” Notwithstanding any contrary provision of this Agreement, in no event shall a Metropolitan District be an Accepting Party for any purpose under this Agreement unless the boundaries of such Metropolitan District include not less than 400 residential dwelling units. The Property Owner shall convey the Open Space Property to the Accepting Party as follows: (i) OS-1 shall be conveyed at the time of recording in the Records of the first “**Development Plat**” (defined below) for any portion of the Annexation Property; and (ii) OS-2 (as depicted on the Development Plan) shall be conveyed at the time of recording in the Records of the first Development Plat for PA-2, PA-3 or PA-4 (as such planning areas are depicted on the Development Plan). The Property Owner shall implement and complete a plan using best management practices as approved by the Town to eradicate the noxious weeds on the Open Space Property prior to conveyance to the Accepting Party. As used in this Agreement, “**Development Plat**” means a final plat approved by the Town containing separately subdivided, developable lot or lots and shall not include any final plat approved by the Town that contains only “superblock” tracts or lots (and no developable lots) subdivided for the purpose of legally conveying such parcels to one or more third parties. The Town and the Property Owner acknowledge the Property Owner intends to process a “superblock” plat in order that the Annexation Property may be legally conveyed to third parties pursuant to such subdivided parcels and that such parcels will require further subdivision for development purposes.

6. Trail and Trail Connections.

a. Required Trails. The Property Owner shall hereby design and construct, and cause to be maintained by the applicable Accepting Party, trail connections throughout the Property connecting, in accordance with approved Development Plat(s), to existing trails as set forth in this Paragraph 6 and/or in the Development Plan. The Property Owner shall design and construct such trails according to Town standards contained in the Construction Specifications and Design Considerations for Parks, Trails and Streetscapes, as amended (the "**Park and Trail Standards**"). Materials used to construct such trails shall be determined by the Town at the time of the first preliminary plan for the Property. The Property Owner shall construct the following trails:

i. Newlin Gulch Trail. Newlin Gulch Trail, as generally described in the Development Plan, shall be designed and constructed as an eight-foot- (8'-) wide regional trail and shall be grade separated from West Parker Road according to Park and Trail Standards. West Parker Road shall be designed in accordance with the Town of Parker Roadway Design and Construction Criteria Manual, as amended (the "**Roadway Manual**") and shall be constructed to provide a grade separated trail under West Parker Road. Notwithstanding the foregoing, if the Property Owner determines that the design of the grade separated trail will materially compromise the horizontal and vertical design of West Parker Road, the Property Owner may request a variance from the Town in the manner provided the Roadway Manual. In the event that the Town approves the variance request, the Town and the Property Owner shall cooperate to provide for an alternative design, which includes safety enhancements for an at-grade crossing for the Newlin Gulch Trail. Newlin Gulch Trail shall extend from the northerly boundary of the Mainstreet right-of-way to the northerly boundary of the Property. Newlin Gulch Trail shall be constructed contemporaneously with the development of the adjacent planning areas as depicted in the Development Plan as follows: (i) the portion of Newlin Gulch Trail adjacent to, or located within, PA-2 and OS-2 shall be constructed contemporaneously with the construction of the public improvements required for the first Development Plat in PA-2 and shall have received "probationary acceptance" by the Town prior to the issuance of any building permits for any single-family residential dwelling units within PA-2 and prior to the issuance of any certificate of occupancy, temporary or otherwise, for any commercial or multifamily units within PA-2; and (ii) the portion of Newlin Gulch Trail adjacent to, or located within, PA-4 shall be constructed contemporaneously with the construction of the public improvements required for the first Development Plat in PA-4 and shall have received "probationary acceptance" by the Town prior to the issuance of any certificate of occupancy, temporary or otherwise, for any commercial or multifamily units within PA-4.

ii. Stonegate Trail Connection. The Property Owner shall enter into an agreement with the District for the design, construction and maintenance of a trail connection between the Newlin Gulch Trail and the Stonegate Trail as described in the Development Plan, prior to the recording of the first Development Plat for any portion of the Property (the "**Stonegate Trail**

Connection”). The Stonegate Trail Connection shall be constructed contemporaneously with the construction of the public improvements required for the first Development Plat in PA-2 and shall have received “probationary acceptance” by the Town prior to the issuance of any building permits for any single-family residential dwelling units within PA-2 and prior to the issuance of any certificate of occupancy, temporary or otherwise, for any commercial or multifamily units within PA-2. In the event that the Property Owner does not enter into the described agreement for the Stonegate Trail Connection, in lieu of the foregoing, the Property Owner shall pay to the Town the estimated cost, as reasonably determined by the Town, to design, construct and maintain the Stonegate Trail Connection, prior to the issuance of any building permits for any single-family residential dwelling units within PA-2 and prior to the first certificate of occupancy, temporary or otherwise, for any commercial or multifamily units within PA-2.

b. Parks Credit. Any portion of Newlin Gulch Trail located outside of OS-1 and OS-2 shall be located within separately platted tracts (“**Newlin Gulch Trail Tracts**”), which shall be dedicated to the Town contemporaneously with recording of the applicable Development Plat containing a Newlin Gulch Trail Tract. The acreage of the Newlin Gulch Trail Tracts shall be credited toward the single-family and/or multifamily park dedication requirements set forth in Paragraph 7.

c. Ownership and Maintenance of Regional Trails. Newlin Gulch Trail described in this Paragraph 6 shall be maintained by the applicable Accepting Party; provided, however, upon the completion by the Town of the regional trail extending from the southerly boundary of the Property through the Mainstreet right-of-way, the Town shall accept ownership and maintenance of Newlin Gulch Trail and any tract(s) platted for such trail.

7. Parks. The Property Owner shall develop park sites on the Annexation Property in accordance with the minimum collective acreage that is calculated based upon (i) 0.0239 acres of developed parks for each single-family residential dwelling unit constructed on the Annexation Property as described in the Development Plan; and (ii) 0.0139 acres of developed parks for each multifamily residential dwelling unit constructed on the Annexation Property as described in the Development Plan (the “**Park Sites**”). The Park Sites shall be owned and maintained by the applicable Accepting Party. The Park Sites shall be developed according to the standards contained in the Park and Trail Standards. The Property Owner shall construct the applicable Park Site from time to time prior to the issuance of the first (1st) certificate of occupancy (temporary or otherwise) for a final platted area (including a replatted area) subject to a Development Plat for a planned residential area as described in the Development Plan that contains or abuts a Park Site. 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 maximum number of residential units described in Paragraph 8 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. Construction of Roads. The Property Owner shall design and construct, at its sole expense, the following road improvements, in accordance with Town standards, except as otherwise provided in this Paragraph.

a. Mainstreet. The Property Owner shall pay to the Town Six Hundred Seventy-One Thousand Twenty-Three Dollars (\$671,023), which payment is for the design and construction of that portion of Mainstreet located adjacent to the Property, as a one-half arterial section (the "**Mainstreet Improvements**"), as defined in the Roadway Manual, which amount shall increase annually, commencing on the date this Agreement is recorded, by the U.S. Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, All Items, All Urban Consumers, or its successor index. The foregoing shall fully satisfy the Property Owner's obligation relating to the design and construction of Mainstreet; provided, however, the Property Owner shall design and construct at its sole cost any auxiliary turn lanes on Mainstreet necessitated by the development of the Property, as determined by the Town in accordance with the Roadway Manual.

i. PA-1 Payment. The Property owner shall pay to the Town fifty percent (50%) of such payment for the Mainstreet Improvements prior to issuance of any building permits within PA-1.

ii. PA-5 Payment. The Property Owner shall pay to the Town fifty percent (50%) of such payment for the Mainstreet Improvements prior to the issuance of any building permits for any single-family residential dwelling units within PA-5 and prior to the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multifamily units within PA-5.

iii. Median Landscaping. Contemporaneously with the Town's approval of the first Development Plat for any portion of PA-1 or PA-5, the Property Owner shall pay to the Town fifty percent (50%) of the estimated cost of the Town's design and installation of landscaping in the median in the portion of

Mainstreet abutting the Property, which shall fully satisfy the Property Owner's obligation relating to Mainstreet median landscaping.

b. West Parker Road Residential Collector. The Property Owner shall design and construct, at its sole expense, the extension of West Parker Road, as a residential collector in accordance with the Roadway Manual, including any necessary structures, bridges, auxiliary lanes, and drainage improvements, from the existing intersection of West Parker Road and Chambers Road located at the westerly boundary of the Annexation Property to the existing intersection of West Parker Road and Mainstreet located at the southerly boundary of the Property. The alignment of West Parker Road, and its intersection with Mainstreet and Chambers Road, shall be in general conformance with the Development Plan.

i. Segment A. West Parker Road shall be designed and constructed between Mainstreet and the easterly boundary of the proposed Newlin Gulch crossing ("**Segment A**"), and shall have received "probationary acceptance" from the Town, prior to the issuance of any building permits for any single-family residential dwelling units within PA-1 or PA-5 and prior to the issuance of any certificates of occupancy, temporary or otherwise, for commercial or multifamily units within PA-5.

ii. Segment B. West Parker Road shall be designed and constructed between Chambers Road and the westerly boundary of the proposed Newlin Gulch crossing ("**Segment B**"), and shall have received "probationary acceptance" from the Town, prior to the issuance of any building permits for any single-family residential dwelling units and prior to the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multifamily units within either PA-2, PA-3 or PA-4.

iii. Newlin Gulch Crossing. The West Parker Road crossing of Newlin Gulch shall be designed and constructed concurrently with the later to be designed and constructed of Segment A or Segment B as contemplated by subparagraphs 9.b.i and 9.b.ii.

c. Chambers Road. The Property Owner shall design and construct, at its sole expense, the ultimate roadway widening improvements to Chambers Road adjacent to the Annexation Property, in accordance with Douglas County standards, including two northbound through lanes, a five (5) foot detached sidewalk and any necessary acceleration, deceleration and turn lanes, to accommodate the proposed access(s) for the Annexation Property to Chambers Road. If any of these improvements have already been constructed by Douglas County or the Town, the Property Owner shall reimburse Douglas County or the Town, as applicable, for one-hundred percent (100%) of the cost, provided that Douglas County provides to the Property Owner reasonable documentation of such costs, such as invoices. (the "**Chambers Reimbursement Cost**"). The Chambers Reimbursement Cost shall increase annually, commencing at the time when the improvements described herein are substantially completed as determined by the Town and the County, by the U.S. Bureau of Labor Statistics Consumer Price Index for

Denver-Boulder, All Items, All Urban Consumers, or its successor index. The Property Owner shall obtain all necessary access and right-of-way permits from Douglas County Public Works for all improvements to Chambers Road.

i. Chambers Road adjacent to PA-4. Chambers Road shall be designed and constructed between Mainstreet and West Parker Road, and shall have obtained “probationary acceptance” from the County, prior to the issuance of any building permits for any single-family residential units and prior to the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multifamily units within PA-2, PA-3 or PA-4.

ii. Chambers Road adjacent to PA-2 and PA-3.

a) Chambers Road shall be designed and constructed between West Parker Road and the northern boundary of the Property, and shall have received “probationary acceptance” from the County, prior to the issuance of any building permits for any single-family residential dwelling units and prior to the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multifamily units within PA-2 or PA-3, provided that the portion of Chambers Road located adjacent to PA-4 has already been constructed or approved for construction through an agreement with the Town or Douglas County.

b) If the portion of Chambers Road described in subparagraph 9.c.ii.a) has already been constructed or approved for construction through an agreement with Douglas County, then Chambers Road between West Parker Road and the northern boundary of the Property shall be designed and constructed, and shall have received “probationary acceptance” from the County, prior to the issuance of any building permits for any single-family residential dwelling units and the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multifamily units within PA-4.

d. Mainstreet Sidewalk. The Property Owner shall design and construct, at its sole expense, an eight-foot- (8'-) wide detached sidewalk along the portion of Mainstreet abutting the Property as follows:

i. The portion of the sidewalk between the easterly boundary of the Property and the West Parker Road/Mainstreet intersection shall be constructed, and shall have received “probationary acceptance” from the Town, prior to the issuance of any building permits for any single-family residential dwelling units within PA-1.

ii. The portion of the sidewalk between the West Parker Road/Mainstreet intersection and the westerly boundary of Newlin Gulch shall be constructed, and shall have received “probationary acceptance” from the Town, prior to the issuance of any building permits for any single-family residential

dwelling units within PA-5 and prior to the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multifamily units within PA-5.

iii. The portion of the sidewalk between the westerly boundary of Newlin Gulch and Chambers Road shall be constructed, and shall have received “probationary acceptance” from the Town, prior to the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multifamily units within PA-4.

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

a. Mainstreet and West Parker Road Intersection Signal. The Property Owner shall be responsible for the payment to the Town of one hundred percent (100%) of the cost to design and construct the required traffic signal at the intersection of Mainstreet and West Parker Road, as determined by the Town pursuant to the Roadway Manual, which payment shall be made upon the earlier to occur of (i) the issuance of the first building permit for any single-family residential dwelling unit within PA-1 or PA-5; or (ii) the issuance of the first certificate of occupancy, temporary or otherwise, for any commercial or multifamily unit within PA-5 (the “**West Parker Road Signal Payment**”). The Town agrees to use commercially reasonable efforts to recover fifty percent (50%) of the West Parker Road Signal Payment from the owner of the real property commonly known as the “**Hunter’s View Property**,” which is described in **Exhibit B** to this Agreement and incorporated herein by this reference, by conditioning any future development approval for the Hunter View Property that creates a developable lot or lots on the payment of fifty percent (50%) of the West Parker Road Signal Payment to the Town. Upon receipt of such payment the Town will reimburse to the property owner that paid the West Parker Road Signal Payment to the Town an amount equal to fifty percent (50%) of the West Parker Road Signal Payment.

b. Chambers Road and West Parker Road Intersection Signal. The Property Owner shall be responsible for the payment to Douglas County of fifty percent (50%) of the cost to design and construct the required traffic signal at the intersection of Chambers Road and West Parker Road, as determined by Douglas County in accordance with its applicable standards, which payment shall be made as follows: (i) twenty-five percent (25%) of such payment shall be made concurrently with the earlier to occur of (A) issuance of the first building permit for any single-family residential dwelling unit within PA-2; or (B) issuance of the first certificate of occupancy, temporary or otherwise, for any commercial or multifamily unit within PA-2 or PA-3; and (ii) twenty-five percent (25%) of such payment shall be made concurrently with the issuance of the first certificate of occupancy, temporary or otherwise, for any commercial or multifamily unit within PA-4.

11. Regional Detention and Water Quality Pond. The Property Owner shall be responsible to design and construct the regional detention pond within OS-2 in accordance with

the Town of Parker Storm Drainage and Environmental Criteria Manual, as amended (“**Storm Drainage Manual**”) and the approved drainage reports for the Annexation Property (the “**Regional Detention Pond**”). The Regional Detention Pond shall have received “probationary acceptance” from the Town prior to the issuance of any building permits for any single-family residential dwelling units and prior to the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multifamily units within PA-2, PA-3 or PA-4. The Regional Detention Pond shall be designed and constructed to accommodate the necessary storage volume described in Paragraph 12 of this Agreement. Upon and after the Town’s “final acceptance” of the Regional Detention Pond, the Town will maintain the Regional Detention Pond to the extent provided by Chapter 4.08 of the Parker Municipal Code, as amended, and the Storm Drainage Manual.

12. Existing Town Detention Ponds Adjacent to Chambers Road. The Property Owner shall be responsible for the removal of the existing Town detention ponds located on the Town Property, including any associated drainage structures, as determined by the Town in accordance with the Storm Drainage Manual, prior to the issuance of any building permits for any single-family residential dwelling units and prior to the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multifamily units within PA-2, PA-3 or PA-4. Notwithstanding the foregoing, the Town and the Property Owner acknowledge and agree that actual development of PA-2 may not require that the existing detention pond within PA-2 (the “**PA-2 Pond**”) be removed, and in the event the PA-2 Pond is not removed, the Property Owner shall redesign the PA-2 Pond in accordance with the Storm Drainage Manual, prior to the issuance of any building permits for any single-family residential dwelling units and prior to the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multifamily units within PA-2 or PA-3..

13. Conveyance of Town Property. The Town shall convey, in accordance with this Paragraph 13, the portion of the Town Property adjacent to PA-2, the portion of the Town Property adjacent to PA-3, and the portion of the Town Property adjacent to PA-4 to, respectively, the property owner of such adjacent portion of PA-2, the property owner of such adjacent portion of PA-3, and the property owner of such adjacent portion of PA-4, subject to satisfaction of the following conditions (the “**Conveyance Conditions**”): (i) OS-2 has been platted; (ii) the improvements that are necessary for the Regional Detention Pond have been approved for construction through a subdivision agreement with the Town; (iii) the required financial security to construct the Regional Detention Pond has been provided to the Town as part of such subdivision agreement; and (iv) drainage easements for the construction and maintenance of the Regional Detention Pond have been provided in accordance with the Town’s Land Development Ordinance. The Town Property will be conveyed in an “as is” condition to the applicable persons or entities by quit claim deed, at no cost to the Property Owner or such acquiring persons or entities. Subject to satisfaction of the Conveyance Conditions, upon the written request of the Property Owner, the Town shall convey the Town Property to the applicable property owners contemplated by this Paragraph 13. The Town acknowledges that the Property Owner contemplates the Town Property in whole or in part may be conveyed, subject to satisfaction of the Conveyance Conditions, to one or more of Property Owner’s successors in interest contemporaneously with acquisition by such successors in interest of the applicable portion of the Property, and the Town agrees to reasonably cooperate with Property Owner to facilitate such conveyances so long as the Conveyance Conditions have been satisfied.

14. Limitation on Number of Dwelling Units. The total number of residential dwelling units allowed on the Property shall not exceed four hundred fifty (450) residential dwelling units.

15. Land Dedication. The Property Owner shall either dedicate by plat or convey to the Town, by special warranty deed, free and clear of all liens and monetary encumbrances, the following real property:

a. Mainstreet. Sufficient portions of the Property in fee simple absolute to construct the Mainstreet Improvements, including any slope, drainage and construction easements, as determined by the Town in accordance with the Roadway Manual, to construct the Mainstreet Improvements, as described in Paragraph 9 of this Agreement, which dedication shall occur at the time of approval of the first Development Plat for the Annexation Property or upon thirty (30) days' prior written notice from the Town to the Property Owner requesting such dedication, which ever occurs first.

b. West Parker Road and Traffic Signals. Sufficient portions of the Annexation Property in fee simple absolute to construct West Parker Road (as a residential collector street) and the associated traffic signals, including any slope, drainage and construction easements, as determined by the Town in accordance with the Roadway Manual, as described in Paragraph 9 and 10 of this Agreement, which dedication shall occur at the time of approval of the first final plat for the Annexation Property, or upon thirty (30) days' prior written notice from the Town to the Property Owner requesting such dedication, whichever occurs first.

c. Trail Easements. The Property Owner shall also grant to the Town, free and clear of all liens and monetary encumbrances, nonexclusive easements for the trail(s) and trail connection(s) described in Paragraph 6 of this Agreement, which dedications shall occur from time to time with approval each Development Plat for the portion of Property that contains the trail(s) or trail connection(s) described herein.

16. School Mitigation Plan.

a. School Mitigation Fee Payment. The Property Owner desires and has agreed to contribute to the Douglas County School District No. RE-1 (the "**School District**") for school mitigation an amount equal to One Thousand Nine Hundred Twenty-Three Dollars (\$1,923.00) for each single-family residential dwelling unit constructed on the Annexation Property and an amount equal to Five Hundred Four Dollars (\$504.00) for each multi-family residential dwelling unit constructed on the Annexation Property (each, a "**School Mitigation Fee Payment**"). The applicable School Mitigation Fee Payment shall be paid to the School District by the building permit applicant at the time of issuance of a building permit for the applicable dwelling unit(s). The School Mitigation Fee Payment is for the benefit of the School District and its students.

b. In-Lieu Fee. The Property Owner desires and has agreed to contribute cash-in-lieu of land dedication as set forth in this subparagraph 16.b (the "**In-Lieu Fee**").

The In-Lieu Fee is for the benefit of the School District and its students. Concurrently with recording in the Records from time to time of each Development Plat containing lot(s) for development of single-family residential dwelling units, the applicable owner of the property subject to such Development Plat shall pay to the School District the In-Lieu Fee in the amount of Two Thousand Eight Hundred Sixty-Six and 50/100 Dollars (\$2,866.50) for each single-family residential lot created by such Development Plat, which amount shall increase annually, commencing on the date this Agreement is recorded, by the U.S. Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, All Items, All Urban Consumers, or its successor index. Concurrently with the issuance of building permit(s) from time to time for construction of multi-family residential dwelling units within the Annexation Property, the building permit applicant shall pay to the School District the In-Lieu Fee in the amount of One Thousand One Hundred Ninety and 70/100 Dollars (\$1,190.70) for each multi-family residential dwelling unit issued a building permit, which amount shall increase annually, commencing on the date this Agreement is recorded, by the U.S. Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, All Items, All Urban Consumers, or its successor index.

c. Age-Restricted Development. Notwithstanding any provision of this Paragraph 16 to the contrary, no School Mitigation Fee Payment and no In-Lieu Fee shall be due or owing for any age-restricted residential dwelling units so restricted by deed restriction or zoning restriction.

17. Permitted Development. Any development of the Property shall be in accordance with this Agreement, Town ordinances and regulations, and applicable state and federal law and regulations. The Town shall allow and permit the development of the Property upon submission of proper applications and payment of fees imposed by the Town's ordinances and regulations. The Property Owner shall submit such appropriate documents and instruments for the organization of the applicable Accepting Party for the Town's approval at the time of the first Development Plat for any portion of the Annexation Property for the purpose of the Accepting Party maintaining those areas described in this Agreement which are to be owned and maintained by the applicable Accepting Party.

18. 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 this Agreement and Section 11 of the Petition. 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.

19. 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.

20. 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.

21. 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.

22. Termination. If the zoning as set forth above is not approved by ordinance, or if the annexation of the Annexation 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.

23. Binding Effect; Amendments. Upon and after the Effective Date, this Agreement shall inure to the benefit of and be binding on 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 Annexation Property. This Agreement constitutes the entire agreement of the parties and may be amended only in writing by the parties, approved in substantially the same manner as the Agreement itself.

24. Recordation of Agreement. Upon the Effective Date, this Agreement shall be recorded in the Records and upon recordation shall run with the land.

25. Effective Date. This Agreement shall be effective upon the satisfaction of the conditions set forth in subparagraph 1.a of this Agreement (the "**Effective Date**").

26. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

27. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or

action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Douglas County, Colorado.

28. Notice. All notice required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States mail with the proper address (and by registered or certified mail, return receipt requested, postage prepaid), as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

To the Town: Town Administrator
Town of Parker
20120 East Mainstreet
Parker, Colorado 80138

To Property Owner: 98 W. Parker, LLLP
Attention: Wesley A. Segelke
1720 S. Bellaire Street, #300
Denver, Colorado 80222

With a copy to: Otten, Johnson, Robinson, Neff and Ragonetti, P.C.
Attention: Kimberly Martin
950 17th Street, Suite 1600
Denver, Colorado 80202

29. Entire Agreement. 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.

[Signature pages follow this page.]

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:

98 W. PARKER, LLLP, a Colorado limited liability limited partnership

By: LSP Investments, LLP, a Colorado limited liability partnership, its General Partner

By: _____
Wesley A. Segelke
Managing General Partner

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Wesley A. Segelke as Managing General Partner of LSP Investments, LLP, a Colorado limited liability partnership, as General Partner of 98 W. PARKER, LLLP, a Colorado limited liability limited partnership.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

DISTRICT:

**STONEGATE VILLAGE METROPOLITAN
DISTRICT, a quasi-municipal corporation and
political subdivision of the State of Colorado
(AS TO PARAGRAPH 3)**

By: _____
_____, District Manager

ATTEST:

_____, Secretary

EXHIBITS

EXHIBIT A-1 LEGAL DESCRIPTION OF PROPERTY

EXHIBIT A-2 LEGAL DESCRIPTION OF THE TOWN PROPERTY

EXHIBIT B HUNTER'S VIEW PROPERTY

EXHIBIT A-1

LEGAL DESCRIPTION – 98 PARKER PROPERTY TRACT

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.

TRACT OF LAND CONTAINS 4,108,439 SQUARE FEET OR 94.317 ACRES MORE OR LESS.

JOHN A. MALLEY, JR.
COLORADO PROFESSIONAL LAND SURVEYOR P.L.S. 27935
FOR AND ON BEHALF OF LINEAR SIGHT, INC.

EXHIBIT A-2

LEGAL DESCRIPTION – CHAMBERS TRACT

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, 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 NORTHEAST CORNER OF SAID SECTION 19, WHENCE THE EAST QUARTER CORNER OF SAID SECTION 19 BEARS SOUTH 00°30'38" EAST, A DISTANCE OF 2696.41 FEET WITH ALL BEARINGS HEREON REFERENCED THERETO;

THENCE ALONG THE EASTERLY LINE OF SAID NORTHEAST QUARTER SOUTH 00°30'38" EAST, A DISTANCE OF 1652.17 FEET TO THE NORTHERLY LINE OF WEST MAIN STREET;

THENCE NORTH 50°51'11" WEST ALONG THE NORTH LINE OF WEST MAIN STREET A DISTANCE OF 247.35 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH CHAMBERS STREET RECORDED AT RECEPTION NO. 2005052742 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH CHAMBERS STREET THE FOLLOWING (3) COURSES.

1. NORTH 03°05'39" EAST, A DISTANCE OF 675.51 FEET THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 10080.00 FEET;
2. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°46'49", AN ARC LENGTH OF 665.06 FEET;
3. TANGENT TO SAID CURVE NORTH 00°41'10" WEST, A DISTANCE OF 152.92 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER;

THENCE ALONG SAID NORTH LINE NORTH 88°20'35" EAST, A DISTANCE OF 128.56 FEET TO THE POINT OF BEGINNING.

TRACT OF LAND CONTAINS 238,176 SQUARE FEET OR 5.468 ACRES MORE OR LESS.

EXHIBIT B

PROPERTY DESCRIPTION:

Part of the West ¼ of Section 20, Township 6 South, Range 66 West of the 6th Principal Meridian, Douglas County, Colorado, more particularly described as follows:

Beginning at the West ¼ corner of said Section 20 and considering the West line of the Southwest ¼ of said Section 20 to bear S 0°05'38"E with all bearings contained herein relative thereto:

Thence S 0°05'38"E along said West line of the Southwest ¼ a distance of 1025.17 feet;

Thence S 89°31'30"E parallel to the South line of said Southwest ¼ a distance of 2634.35 feet to the Westerly Right of Way fence of Newlin Gulch Road (Hess Road);

Thence N 1°36'24"E along said Right of Way fence a distance of 635.10 feet to a point on the East line of said Southwest ¼;

Thence N 0°07'11"E along said East line a distance of 68.50 feet;

Thence S 89°52'36"W a distance of 361.50 feet;

Thence N 0°07'11"E a distance of 361.50 feet to the Southerly Right of Way fence of West Parker Road;

Thence S 89°52'36"W along said Right of Way fence a distance of 838.42 feet to the North line of said Southwest ¼;

Thence S 89°23'57"W along said North line a distance of 355.07 feet;

Thence N 50°03'33"W a distance of 890.65 feet;

Thence N 47°40'33"W a distance of 565.85 feet to the West line of the Northwest ¼ of said Section 20;

Thence S 0°05'33"E a distance of 964.33 feet to the point of beginning;

Containing 72.62 acres, more or less.

8827308 - 11/23/88 11:00 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
B0826 - P0937 - \$54.00 - 15/ 18

ORDINANCE NO. 3.322, Series of 2016

TITLE: 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

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 for rezoning certain property described in attached **Exhibit A**, within the Town of Parker, Colorado (the "Property"), as PD-Planned Development District, pursuant to the Town of Parker Land Development Code.

b. Public notice has been given 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.

d. The requirements contained in Section 13.04.240(f) of the Parker Land Development Code are satisfied for rezoning the Property to PD-Planned Development District, as described in the Parker Land Development Code.

Section 2. The Property is hereby zoned PD-Planned Development District as provided in the Newlin Crossing Development Plan and Guide, 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 Guide and 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.

4/25/2016

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. This Ordinance shall not be deemed approved until the Annexation Ordinance for the Property goes into effect. In the event the Annexation Ordinance for the Property goes into effect, then in that event 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 OF
THE PROPERTY PROPOSED FOR ANNEXATION**

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 19 AND 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 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 SOUTHERLY ALONG SAID WEST LINE, SOUTH 00°30'38" EAST, A DISTANCE OF 886.87' FEET TO THE EASTERLY LINE OF MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7 RECORDED AT RECEPTION NUMBER 2005057700 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE EASTERLY LINES OF SAID MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7 THE FOLLOWING (4) COURSES:

1. NORTH 48°42'44" WEST, A DISTANCE OF 12.52 FEET;
2. NORTH 14°45'43" WEST, A DISTANCE OF 437.35 FEET;
3. NORTH 01°14'43" WEST, A DISTANCE OF 500.74 FEET;
4. NORTH 51°09'43" WEST, A DISTANCE OF 91.14 FEET TO THE INTERSECTION OF THE NORTHERLY OF SAID MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7 WITH THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS EXHIBIT "B" AND RECORDED AT RECEPTION NUMBER 2005052742 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG SAID SOUTHERLY EXTENSION AND THE WESTERLY LINES OF SAID PARCEL THE FOLLOWING (3) COURSES:

1. NORTH 03°05'39" EAST, A DISTANCE OF 730.68 FEET THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 10080.00 FEET;
2. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°46'49", AN ARC LENGTH OF 665.06 FEET;
3. TANGENT TO SAID CURVE NORTH 00°41'10" WEST, A DISTANCE OF 152.92 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER;

THENCE ALONG SAID NORTH LINE NORTH 88°20'35" EAST, A DISTANCE OF 128.56 FEET TO THE POINT OF BEGINNING.

TRACT OF LAND CONTAINS 4,438,341 SQUARE FEET OR 101.890 ACRES MORE OR LESS.

EXHIBIT B

Newlin Crossing Planned Development Town of Parker, Colorado

Development Guide

A. Statement of Purpose

The purpose of the Newlin Crossing Development Plan and Guide is to establish standards for the comprehensive development and improvement of the property, except as provided herein. The standards contained in this Development Guide are intended to carry out the goals of this planned community. They are also intended to ensure a unified high-quality community for its residents and other users.

B. Application

These Standards, contained in the Development Guide, shall apply to all property contained within the Newlin Crossing PD as shown on the attached Development Plan, except as provided herein. These Standards, contained in the Development Guide, may be divergent from the zoning regulations contained in Chapter 13.04 of the Parker Municipal Code, but not any other Chapter of the Parker Municipal Code. In the event there is a conflict between the Standards contained in the Development Guide and Plan, and the Parker Municipal Code (excluding Chapter 13.04), then the Parker Municipal Code shall control.

Provisions of this guide shall prevail and govern the development, however, this guide only supersedes the specific zoning category, not the Town of Parker Land Development Code. The subdivision and 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 the Planning Commission or Town Council may approve changes subject to the requirements of the modification standards within this Development Guide or other applicable procedures within the Land Development Code.

C. Authority

The authority for this Development Guide is Chapter 13.04.150 (PD-Planned Developments) of the Town of Parker Land Development Code, as amended.

D. Adoption

The adoption of this Development Guide shall evidence the finding and decision of the Parker Town Council that this Development Guide for the Newlin Crossing PD is authorized by the provisions of Chapter 13.04.150 of the Town of Parker, Municipal Code, as amended.

E. Enforcement

The provisions of the Development Guide relating to the use of land shall run in favor of the Town of 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 Newlin Crossing PD is located to the extent expressly provided in this Development Guide and in accordance with its terms and conditions, the codes of the Town of Parker, and where applicable, State law.

F. Control Over Use

After the adoption of this Development Guide by the Town Council of the Town of Parker, these Development Standards, in conjunction with the Town of Parker Municipal Code, shall control development and land use, including the following:

- 1) any new building, structure or land use;
- 2) the use of any existing building, structure or parcel of land; and,
- 3) any existing building or structure may be enlarged, reconstructed, structurally altered, converted or relocated provided changes are in accordance with this Development Guide and the Development Plan and the Town of Parker Municipal Code.

G. Incorporation of Development Plan

The Development Plan for Newlin Crossing PD, including the type, location and boundaries of land use areas, proposed major street alignments and access points is incorporated by exhibit into this Development Guide.

H. Conflicts

Where there is more than one provision within the Development Guide that covers the same subject matter, the proviso which is most restrictive or impose higher standards or requirements shall govern unless determined otherwise by the Community Development Director

Newlin Crossing PD

RESIDENTIAL

Planning Area 1

INTENT

Planning Area 1 is established to provide a low to moderate intensity residential land use as a transition to the existing church and Carousel Farms residential neighborhood,

USES PERMITTED BY RIGHT

Residential

- (1) Single Family Detached Dwelling
- (2) Duplex
- (3) Parks
- (4) Open Space
- (5) Neighborhood Recreation Centers
- (6) Places of Religious Assembly
- (7) Accessory Uses
- (8) Uses Permitted by Special Review
 - a. neighborhood public service, health and education facilities, such as community centers, libraries and museums
 - b. nursery schools / child care centers

DEVELOPMENT STANDARDS

- (1) Density:
 - a. not to exceed four and one-half (4.5) dwelling units per acre
 - (2) Maximum Building Height:
 - a. thirty-five (35) feet
 - (3) Minimum Lot Area:
 - a. single-family – 4,500 square feet
 - b. duplex and attached 2,000 square feet per unit
 - (4) Setbacks – Building to property lot line:
 - a. north property boundary: 15 feet south of utility easement
 - b. Newlin Gulch Open Space: 10 feet side; 10 feet rear
 - c. East Mainstreet 40 feet
 - d. Single-family detached:
 - i. Front Facade: 15 feet from Right of Way
 - ii. 10 feet with side loaded garage
 - iii. 20 feet from sidewalk to face of garage
 - iv. Side: 5 feet
Along street ROW: 10 feet
 - v. Rear: 10 feet
 - (5) Minimum Lot Width:
 - a. at street: 35 feet
 - b. at cul-de-sac, knuckle, or similarly curved frontage at setback: 30 feet
-

RESIDENTIAL / MULTIFAMILY (RMF)

PLANNING AREA 2 and 5

INTENT

The intent of the Residential / Multifamily Planning Areas is to provide a moderate density residential neighborhood as a transition to retail, office and personal/business services. Multifamily residential is permitted to transition from lower intensity uses located within PA-1, and the commercial/retail uses within PA- 2 and 3. This village context will create an opportunity for a sustainable, vibrant mixed-use neighborhood where commercial uses provide products, services and employment opportunities for the residential community and the residential uses provide consumers and employees for the non-residential uses. Furthermore, the design intent is to enhance the pedestrian environment with uses interconnected within the property and to the larger community, providing access from alternative modes of transportation.

USES PERMITTED BY RIGHT

All uses permitted in PA-1 Residential including the following:

Residential

- (1) Multifamily
- (2) Congregate Care and Assisted Living
- (3) Single Family Detached
- (4) Duplex

Development Standards

- (1) Density – not to exceed:
 - a. PA – 2 thirteen and one-half (13.5) dwelling units per acre
 - b. PA – 3 – eleven and one-half (11.5) dwelling units per acre
- (2) Maximum Building Height:
 - a. forty (40) feet
- (3) Minimum Lot Area:
 - a. single-family – 4,500 square feet
 - b. duplex and multi-family attached residential: none
- (4) Setbacks – Building foundation wall to lot property line:
 - a. north property boundary: 15 feet south of the open space tract
 - b. Newlin Gulch Open Space: 10 feet side; 10 feet rear
 - c. Chambers Road: 50 feet front, 10 feet side; 10 feet rear single-family detached:
 - i. Front Facade: 15 feet from Right of Way
10 feet with side loaded garage
 - ii. Side: 5 feet
Along street ROW: 10 feet
 - iii. Rear: 10 feet
 - iv. Garage: 20 feet from sidewalk
 - d. attached and multifamily
 - i. Front, side, and rear façade: 5 feet from sidewalk
 - ii. Garage: 5 feet minimum from drive lane or sidewalk

- (5) Minimum Lot Width: SFD, SFA
 - a. at street: 35 feet
 - b. at cul-de-sac, knuckle, or similarly curved frontage at setback: 30 feet
 - c. Multifamily: none

COMMERCIAL RETAIL (CR)

Planning Area 4

INTENT

The Commercial Retail planning area (PA-4) is planned to attract users that will benefit from the surrounding residential neighborhoods and provide goods and services to the local and regional businesses and residents. The intent of the Commercial Retail planning area is to promote the combination of retail commercial uses that will support an active neighborhood commercial center.

Residential

- (1) Vertical Mixed-Use – Residential above first floor retail/commercial

Commercial Retail

- (1) Grocery store
- (2) Convenience retail shopping facilities, including but not limited to:
 - a. drug stores
 - b. liquor stores
 - c. convenience grocery with and without gas pumps
- (3) Retail including but not limited to:
 - a. art gallery
 - b. antiques
 - c. artisan shops
 - d. gift shop
 - e. pet shops
 - f. florists
 - g. book store
 - h. stationery stores
 - i. retail food specialty shops which sell food products not intended to be consumed on the premises
 - j. butcher shops
 - k. candy stores
 - l. bakeries
 - m. doughnut shops
 - n. dairy product shops
 - o. toy and game stores
 - p. battery and accessory stores
 - q. bicycle stores
 - r. music stores
 - s. sporting goods store
- (4) General retail merchandise and apparel shops, including but not limited to:
 - a. junior department stores
 - b. craft and hobby stores
 - c. discount department stores

- d. hardware and building material stores
- e. clothing stores
- f. shoe stores
- g. furniture stores
- h. household appliance stores
- i. floor covering, drapery and upholstery stores
- j. electronics stores
- k. cosmetic store;

Eating and Drinking Establishments

- (1) restaurants
- (2) fast food, drive-through or carryout restaurants
- (3) ice cream parlors
- (4) coffee shops
- (5) delicatessens
- (6) lounge, bar or microbrewery
- (7) quick-serve restaurants

Personal Services

- (1) Convenience service establishments, including but not limited to:
 - a. barber shops and beauty salons
 - b. dry cleaners and laundries
 - c. photo studio
 - d. shoe repair shops
 - e. watch or jewelry repair
 - f. travel agency
- (2) day care centers
- (3) health clubs

Commercial Recreation

- (1) indoor movie theaters
- (2) performance arts
- (3) bowling alleys
- (4) skating rinks (both ice and roller)
- (5) pool halls
- (6) arcade amusement centers

General Office and Professional Services

- (1) business and professional offices
- (2) medical and dental offices and clinics
- (3) banks and other financial service establishments, with or without drive-through facilities
- (4) congregate care and assisted living

Lodging

- (1) hotels and motels
- (2) bed and breakfast

Motor Vehicle

- (1) gasoline stations with gas pumps and car wash with and without convenience grocery store

- a. Not more than 16 pumps
- (2) auto repair centers
- (3) tire sales and service
- (4) auto parts stores
- (5) car wash

Institution of Higher Education

- (1) satellite classrooms

Vocational Trade School

- (1) Instructional facility not greater than 5,000 sf

DEVELOPMENT STANDARDS

- (1) Maximum Building height:
 - a. 60 feet
- (2) Minimum lot area: none
- (3) Setbacks -- All Uses
 - a. Newlin Gulch Open Space
 - i. building 10 feet side; 10 feet rear
 - ii. parking 10 feet
 - b. E. Mainstreet, Chambers Road, Minor Collector
 - i. building 30 feet
 - ii. parking 20 feet
- (4) Minimum Lot Width: none
- (5) Physical and Functional Integration
 - a. All project components shall be interconnected by pedestrian links such as:
 - i. Careful positioning of key components around central public spaces (for example; a street, park, plaza, atrium, galleria, or shopping center);
 - ii. Interconnection of project components through pedestrian-friendly pathways (including sidewalks along streets, interior walkways, enclosed corridors and concourses, retail plazas and mall areas, escalators and aerial bridges between buildings).

OPEN SPACE

OPEN SPACE PLANNING AREAS

INTENT

Open Space Areas are intended to provide buffers, passive and active recreation, pedestrian trails and drainage to satisfy requirements of residential development.

Uses Permitted by Right

As defined in Section 13.04.165 of the Parker Municipal Code

USES PERMITTED BY RIGHT

- (1) Community building/clubhouse
- (2) indoor and outdoor public and private recreation facilities
- (3) nature center/picnic area
- (4) parking as an accessory use
- (5) other uses consistent with the purposes of this section and compatible with the uses set forth herein, as permitted by Section 13.04.22 of the Parker Municipal Code.

Park Dedication

Park dedications shall be subject to the provisions of Sections 13.07.140 and 13.07.145 of the Parker Municipal Code, as amended.

End of Section

NEWLIN CROSSING ANNEXATION AGREEMENT

THIS NEWLIN CROSSING ANNEXATION AGREEMENT (this “**Agreement**”) is voluntarily made and entered into this _____ day of _____, 2016, by and between the Town of Parker, a Colorado home rule municipality (hereinafter referred to as the “**Town**”), the Stonegate Village Metropolitan District, its successors and assigns (hereinafter referred to as the “**District**”) (only as to Paragraph 3), and 98 W. Parker, LLLP, a Colorado limited liability limited partnership, its successors and assigns (hereinafter referred to as the “**Property Owner**”).

RECITALS:

A. The Property Owner is the owner of certain real property situated in the County of Douglas, State of Colorado, which is described in **Exhibit A-1**, attached hereto and made a part hereof (the “**Property**”).

B. The Property Owner desires to have the Property, together with certain additional real property owned by the Town, which is described in **Exhibit A-2**, attached hereto and made a part hereof (the “**Town Property**”), annexed to the Town. The “**Property**” and “**Town Property**” are collectively referred to as the “**Annexation Property**”.

C. The Town wishes to annex the Annexation Property into the Town and shall consider the zoning application for the Annexation Property upon the condition that this Agreement is approved by the Town and is executed by the Town, the District and the Property Owner.

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, the District (only as to Paragraph 3) 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 Annexation 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. or this 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 Annexation Property upon satisfaction of the conditions precedent):

i. The Property Owner and the Town have mutually executed and delivered this Agreement;

ii. The Property has been fully included within the boundaries of the District by virtue of an Order of Inclusion having been signed by the Douglas County District Court and recorded in the real estate records of Douglas County, Colorado.

iii. The District signs this Agreement.

iv. The conditions set forth in Paragraph 11 of that certain Amended and Restated Petition for Annexation submitted by the Property Owner to the Town petitioning for annexation of the Annexation Property into the Town (the “**Petition**”) are satisfied or waived in writing by the Property Owner, including without limitation, the Town approval of zoning for the Annexation Property as contemplated by Paragraph 11 of the Petition and subparagraph 4.a of this Agreement.

v. 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 this Agreement have been fully satisfied or, as applicable, waived by the Property Owner.

b. Failure of Conditions. Until the conditions precedent set forth in subparagraph 1.a have been satisfied (or waived by the Property Owner), this document shall constitute an offer by the Property Owner and the Town to enter into this Agreement (notwithstanding the parties’ mutual execution and delivery of this document), and the annexation of the Annexation 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 this Agreement or the items described in § 31-12-113(2)(a)(II)(A), C.R.S.

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 Annexation 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 Code, 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 Annexation Property. The District will provide water and sewer services to the Property if the Property Owner satisfies certain requirements of the District as set forth in that certain Stonegate Village Metropolitan District Real Property Inclusion Agreement Regarding Newlin Crossing entered into as of January 13, 2015 between the District and the Property Owner and recorded in the real property records of the clerk and recorder for Douglas County (“**Records**”) at Reception No. 2015002321, as may be amended from time to time.

4. Zoning and Development.

a. Zoning Approval. The Property Owner hereby consents to zoning the Property PD-Planned Development pursuant to the Development Plan and Guide that is adopted by Ordinance No. 3.322 contemporaneously with this Agreement (the “**Development Plan**”).

b. Town Fees. The Property Owner hereby agrees to pay the Town its actual out of pocket 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 Planning Director, provided that the Town provides to the Property Owner reasonable documentation of such costs, such as invoices. 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 and such additional fees and taxes as may be in effect at the time such payment is required in accordance with Town ordinance except as specifically provided by this Agreement, provided that real property taxes will become effective on January 1 of the next succeeding year following the effectiveness of the annexation ordinance adopted by the Town annexing the Annexation Property into the Town. 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 a minimum of 18.87 acres of open space on the Annexation Property as described in the Development Plan (the “**Open Space Property**”), which, subject to the terms of this Paragraph 5, shall be conveyed free and clear of all liens and monetary encumbrances to a property owners’ association approved by the Town (“**Owners’ Association**”), Title 32, C.R.S., metropolitan or special district (to the extent authorized by the service plan approved by the Town) (“**Metropolitan District**”); provided, however, the Town may accept all or any portion of the Open Space Property for ownership and maintenance, as determined in the sole discretion of the Town. The Owners’ Association, Metropolitan District and Town are referred to herein each as an “**Accepting Party**.” Notwithstanding any contrary provision of this Agreement, in no event shall a Metropolitan District be an Accepting Party for any purpose under this Agreement unless the boundaries of such Metropolitan District include not less than 400 residential dwelling units. The Property Owner shall convey the Open Space Property to the Accepting Party as follows: (i) OS-1 shall be conveyed at the time of recording in the Records of the first “Development Plat” (defined below) for any portion of the Annexation Property; and (ii) OS-2 (as depicted on the Development Plan) shall be conveyed at the time of recording in the Records of the first Development Plat for PA-2, PA-3 or PA-4 (as such planning areas are depicted on the Development Plan). The Property Owner shall implement and complete a plan using best management practices as approved by the Town to eradicate the noxious weeds on the Open Space Property prior to conveyance to the Accepting Party. As used in this Agreement, “**Development Plat**” means a final plat approved by the Town containing separately subdivided, developable lot or lots and shall not include any final plat approved by the Town that contains only “superblock” tracts or lots (and no developable lots) subdivided for the purpose of legally conveying such parcels to one or more third parties. The Town and the Property Owner acknowledge the Property Owner intends to process a “superblock” plat in order that the Annexation Property may be legally conveyed to third parties pursuant to such subdivided parcels and that such parcels will require further subdivision for development purposes.

6. Trail and Trail Connections.

a. Required Trails. The Property Owner shall hereby design and construct, and cause to be maintained by the applicable Accepting Party, trail connections throughout the Property connecting, in accordance with approved Development Plat(s), to existing trails as set forth in this Paragraph 6 and/or in the Development Plan. The Property Owner shall design and construct such trails according to Town standards contained in the Construction Specifications and Design Considerations for Parks, Trails and Streetscapes, as amended (the "**Park and Trail Standards**"). Materials used to construct such trails shall be determined by the Town at the time of the first preliminary plan for the Property. The Property Owner shall construct the following trails:

i. Newlin Gulch Trail. Newlin Gulch Trail, as generally described in the Development Plan, shall be designed and constructed as an eight-foot- (8'-) wide regional trail and shall be grade separated from West Parker Road according to Park and Trail Standards. West Parker Road shall be designed in accordance with the Town of Parker Roadway Design and Construction Criteria Manual, as amended (the "**Roadway Manual**") and shall be constructed to provide a grade separated trail under West Parker Road. Notwithstanding the foregoing, if the Property Owner determines that the design of the grade separated trail will materially compromise the horizontal and vertical design of West Parker Road, the Property Owner may request a variance from the Town in the manner provided the Roadway Manual. In the event that the Town approves the variance request, the Town and the Property Owner shall cooperate to provide for an alternative design, which includes safety enhancements for an at-grade crossing for the Newlin Gulch Trail. Newlin Gulch Trail shall extend from the northerly boundary of the Mainstreet right-of-way to the northerly boundary of the Property. Newlin Gulch Trail shall be constructed contemporaneously with the development of the adjacent planning areas as depicted in the Development Plan as follows: (i) the portion of Newlin Gulch Trail adjacent to, or located within, PA-2 and OS-2 shall be constructed contemporaneously with the construction of the public improvements required for the first Development Plat in PA-2 and shall have received "probationary acceptance" by the Town prior to the issuance of any building permits for any single-family residential dwelling units within PA-2 and prior to the issuance of any certificate of occupancy, temporary or otherwise, for any commercial or multifamily units within PA-2; and (ii) the portion of Newlin Gulch Trail adjacent to, or located within, PA-4 shall be constructed contemporaneously with the construction of the public improvements required for the first Development Plat in PA-4 and shall have received "probationary acceptance" by the Town prior to the issuance of any certificate of occupancy, temporary or otherwise, for any commercial or multifamily units within PA-4.

ii. Stonegate Trail Connection. The Property Owner shall enter into an agreement with the District for the design, construction and maintenance of a trail connection between the Newlin Gulch Trail and the Stonegate Trail as described in the Development Plan, prior to the recording of the first Development Plat for any portion of the Property (the "**Stonegate Trail**")

Connection”). The Stonegate Trail Connection shall be constructed contemporaneously with the construction of the public improvements required for the first Development Plat in PA-2 and shall have received “probationary acceptance” by the Town prior to the issuance of any building permits for any single-family residential dwelling units within PA-2 and prior to the issuance of any certificate of occupancy, temporary or otherwise, for any commercial or multifamily units within PA-2. In the event that the Property Owner does not enter into the described agreement for the Stonegate Trail Connection, in lieu of the foregoing, the Property Owner shall pay to the Town the estimated cost, as reasonably determined by the Town, to design, construct and maintain the Stonegate Trail Connection, prior to the issuance of any building permits for any single-family residential dwelling units within PA-2 and prior to the first certificate of occupancy, temporary or otherwise, for any commercial or multifamily units within PA-2.

b. Parks Credit. Any portion of Newlin Gulch Trail located outside of OS-1 and OS-2 shall be located within separately platted tracts (“**Newlin Gulch Trail Tracts**”), which shall be dedicated to the Town contemporaneously with recording of the applicable Development Plat containing a Newlin Gulch Trail Tract. The acreage of the Newlin Gulch Trail Tracts shall be credited toward the single-family and/or multifamily park dedication requirements set forth in Paragraph 7.

c. Ownership and Maintenance of Regional Trails. Newlin Gulch Trail described in this Paragraph 6 shall be maintained by the applicable Accepting Party; provided, however, upon the completion by the Town of the regional trail extending from the southerly boundary of the Property through the Mainstreet right-of-way, the Town shall accept ownership and maintenance of Newlin Gulch Trail and any tract(s) platted for such trail.

7. Parks. The Property Owner shall develop park sites on the Annexation Property in accordance with the minimum collective acreage that is calculated based upon (i) 0.0239 acres of developed parks for each single-family residential dwelling unit constructed on the Annexation Property as described in the Development Plan; and (ii) 0.0139 acres of developed parks for each multifamily residential dwelling unit constructed on the Annexation Property as described in the Development Plan (the “**Park Sites**”). The Park Sites shall be owned and maintained by the applicable Accepting Party. The Park Sites shall be developed according to the standards contained in the Park and Trail Standards. The Property Owner shall construct the applicable Park Site from time to time prior to the issuance of the first (1st) certificate of occupancy (temporary or otherwise) for a final platted area (including a replatted area) subject to a Development Plat for a planned residential area as described in the Development Plan that contains or abuts a Park Site. 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 maximum number of residential units described in Paragraph 8 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. Construction of Roads. The Property Owner shall design and construct, at its sole expense, the following road improvements, in accordance with Town standards, except as otherwise provided in this Paragraph.

a. Mainstreet. The Property Owner shall pay to the Town Six Hundred Seventy-One Thousand Twenty-Three Dollars (\$671,023), which payment is for the design and construction of that portion of Mainstreet located adjacent to the Property, as a one-half arterial section (the "**Mainstreet Improvements**"), as defined in the Roadway Manual, which amount shall increase annually, commencing on the date this Agreement is recorded, by the U.S. Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, All Items, All Urban Consumers, or its successor index. The foregoing shall fully satisfy the Property Owner's obligation relating to the design and construction of Mainstreet; provided, however, the Property Owner shall design and construct at its sole cost any auxiliary turn lanes on Mainstreet necessitated by the development of the Property, as determined by the Town in accordance with the Roadway Manual.

i. PA-1 Payment. The Property owner shall pay to the Town fifty percent (50%) of such payment for the Mainstreet Improvements prior to issuance of any building permits within PA-1.

ii. PA-5 Payment. The Property Owner shall pay to the Town fifty percent (50%) of such payment for the Mainstreet Improvements prior to the issuance of any building permits for any single-family residential dwelling units within PA-5 and prior to the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multifamily units within PA-5.

iii. Median Landscaping. Contemporaneously with the Town's approval of the first Development Plat for any portion of PA-1 or PA-5, the Property Owner shall pay to the Town fifty percent (50%) of the estimated cost of the Town's design and installation of landscaping in the median in the portion of

Mainstreet abutting the Property, which shall fully satisfy the Property Owner's obligation relating to Mainstreet median landscaping.

b. West Parker Road Residential Collector. The Property Owner shall design and construct, at its sole expense, the extension of West Parker Road, as a residential collector in accordance with the Roadway Manual, including any necessary structures, bridges, auxiliary lanes, and drainage improvements, from the existing intersection of West Parker Road and Chambers Road located at the westerly boundary of the Annexation Property to the existing intersection of West Parker Road and Mainstreet located at the southerly boundary of the Property. The alignment of West Parker Road, and its intersection with Mainstreet and Chambers Road, shall be in general conformance with the Development Plan.

i. Segment A. West Parker Road shall be designed and constructed between Mainstreet and the easterly boundary of the proposed Newlin Gulch crossing ("**Segment A**"), and shall have received "probationary acceptance" from the Town, prior to the issuance of any building permits for any single-family residential dwelling units within PA-1 or PA-5 and prior to the issuance of any certificates of occupancy, temporary or otherwise, for commercial or multifamily units within PA-5.

ii. Segment B. West Parker Road shall be designed and constructed between Chambers Road and the westerly boundary of the proposed Newlin Gulch crossing ("**Segment B**"), and shall have received "probationary acceptance" from the Town, prior to the issuance of any building permits for any single-family residential dwelling units and prior to the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multifamily units within either PA-2, PA-3 or PA-4.

iii. Newlin Gulch Crossing. The West Parker Road crossing of Newlin Gulch shall be designed and constructed concurrently with the later to be designed and constructed of Segment A or Segment B as contemplated by subparagraphs 9.b.i and 9.b.ii.

c. Chambers Road. The Property Owner shall design and construct, at its sole expense, the ultimate roadway widening improvements to Chambers Road adjacent to the Annexation Property, in accordance with Douglas County standards, including two northbound through lanes, a five (5) foot detached sidewalk and any necessary acceleration, deceleration and turn lanes, to accommodate the proposed access(s) for the Annexation Property to Chambers Road. If any of these improvements have already been constructed by Douglas County or the Town, the Property Owner shall reimburse Douglas County or the Town, as applicable, for one-hundred percent (100%) of the cost, provided that Douglas County provides to the Property Owner reasonable documentation of such costs, such as invoices. (the "**Chambers Reimbursement Cost**"). The Chambers Reimbursement Cost shall increase annually, commencing at the time when the improvements described herein are substantially completed as determined by the Town and the County, by the U.S. Bureau of Labor Statistics Consumer Price Index for

Denver-Boulder, All Items, All Urban Consumers, or its successor index. The Property Owner shall obtain all necessary access and right-of-way permits from Douglas County Public Works for all improvements to Chambers Road.

i. Chambers Road adjacent to PA-4. Chambers Road shall be designed and constructed between Mainstreet and West Parker Road, and shall have obtained “probationary acceptance” from the County, prior to the issuance of any building permits for any single-family residential units and prior to the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multifamily units within PA-2, PA-3 or PA-4.

ii. Chambers Road adjacent to PA-2 and PA-3.

a) Chambers Road shall be designed and constructed between West Parker Road and the northern boundary of the Property, and shall have received “probationary acceptance” from the County, prior to the issuance of any building permits for any single-family residential dwelling units and prior to the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multifamily units within PA-2 or PA-3, provided that the portion of Chambers Road located adjacent to PA-4 has already been constructed or approved for construction through an agreement with the Town or Douglas County.

b) If the portion of Chambers Road described in subparagraph 9.c.ii.a) has already been constructed or approved for construction through an agreement with Douglas County, then Chambers Road between West Parker Road and the northern boundary of the Property shall be designed and constructed, and shall have received “probationary acceptance” from the County, prior to the issuance of any building permits for any single-family residential dwelling units and the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multifamily units within PA-4.

d. Mainstreet Sidewalk. The Property Owner shall design and construct, at its sole expense, an eight-foot- (8'-) wide detached sidewalk along the portion of Mainstreet abutting the Property as follows:

i. The portion of the sidewalk between the easterly boundary of the Property and the West Parker Road/Mainstreet intersection shall be constructed, and shall have received “probationary acceptance” from the Town, prior to the issuance of any building permits for any single-family residential dwelling units within PA-1.

ii. The portion of the sidewalk between the West Parker Road/Mainstreet intersection and the westerly boundary of Newlin Gulch shall be constructed, and shall have received “probationary acceptance” from the Town, prior to the issuance of any building permits for any single-family residential

dwelling units within PA-5 and prior to the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multifamily units within PA-5.

iii. The portion of the sidewalk between the westerly boundary of Newlin Gulch and Chambers Road shall be constructed, and shall have received “probationary acceptance” from the Town, prior to the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multifamily units within PA-4.

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

a. Mainstreet and West Parker Road Intersection Signal. The Property Owner shall be responsible for the payment to the Town of one hundred percent (100%) of the cost to design and construct the required traffic signal at the intersection of Mainstreet and West Parker Road, as determined by the Town pursuant to the Roadway Manual, which payment shall be made upon the earlier to occur of (i) the issuance of the first building permit for any single-family residential dwelling unit within PA-1 or PA-5; or (ii) the issuance of the first certificate of occupancy, temporary or otherwise, for any commercial or multifamily unit within PA-5 (the “**West Parker Road Signal Payment**”). The Town agrees to use commercially reasonable efforts to recover fifty percent (50%) of the West Parker Road Signal Payment from the owner of the real property commonly known as the “**Hunter’s View Property,**” which is described in **Exhibit B** to this Agreement and incorporated herein by this reference, by conditioning any future development approval for the Hunter View Property that creates a developable lot or lots on the payment of fifty percent (50%) of the West Parker Road Signal Payment to the Town. Upon receipt of such payment the Town will reimburse to the property owner that paid the West Parker Road Signal Payment to the Town an amount equal to fifty percent (50%) of the West Parker Road Signal Payment.

b. Chambers Road and West Parker Road Intersection Signal. The Property Owner shall be responsible for the payment to Douglas County of fifty percent (50%) of the cost to design and construct the required traffic signal at the intersection of Chambers Road and West Parker Road, as determined by Douglas County in accordance with its applicable standards, which payment shall be made as follows: (i) twenty-five percent (25%) of such payment shall be made concurrently with the earlier to occur of (A) issuance of the first building permit for any single-family residential dwelling unit within PA-2; or (B) issuance of the first certificate of occupancy, temporary or otherwise, for any commercial or multifamily unit within PA-2 or PA-3; and (ii) twenty-five percent (25%) of such payment shall be made concurrently with the issuance of the first certificate of occupancy, temporary or otherwise, for any commercial or multifamily unit within PA-4.

11. Regional Detention and Water Quality Pond. The Property Owner shall be responsible to design and construct the regional detention pond within OS-2 in accordance with

the Town of Parker Storm Drainage and Environmental Criteria Manual, as amended (“**Storm Drainage Manual**”) and the approved drainage reports for the Annexation Property (the “**Regional Detention Pond**”). The Regional Detention Pond shall have received “probationary acceptance” from the Town prior to the issuance of any building permits for any single-family residential dwelling units and prior to the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multifamily units within PA-2, PA-3 or PA-4. The Regional Detention Pond shall be designed and constructed to accommodate the necessary storage volume described in Paragraph 12 of this Agreement. Upon and after the Town’s “final acceptance” of the Regional Detention Pond, the Town will maintain the Regional Detention Pond to the extent provided by Chapter 4.08 of the Parker Municipal Code, as amended, and the Storm Drainage Manual.

12. Existing Town Detention Ponds Adjacent to Chambers Road. The Property Owner shall be responsible for the removal of the existing Town detention ponds located on the Town Property, including any associated drainage structures, as determined by the Town in accordance with the Storm Drainage Manual, prior to the issuance of any building permits for any single-family residential dwelling units and prior to the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multifamily units within PA-2, PA-3 or PA-4. Notwithstanding the foregoing, the Town and the Property Owner acknowledge and agree that actual development of PA-2 may not require that the existing detention pond within PA-2 (the “**PA-2 Pond**”) be removed, and in the event the PA-2 Pond is not removed, the Property Owner shall redesign the PA-2 Pond in accordance with the Storm Drainage Manual, prior to the issuance of any building permits for any single-family residential dwelling units and prior to the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multifamily units within PA-2 or PA-3..

13. Conveyance of Town Property. The Town shall convey, in accordance with this Paragraph 13, the portion of the Town Property adjacent to PA-2, the portion of the Town Property adjacent to PA-3, and the portion of the Town Property adjacent to PA-4 to, respectively, the property owner of such adjacent portion of PA-2, the property owner of such adjacent portion of PA-3, and the property owner of such adjacent portion of PA-4, subject to satisfaction of the following conditions (the “**Conveyance Conditions**”): (i) OS-2 has been platted; (ii) the improvements that are necessary for the Regional Detention Pond have been approved for construction through a subdivision agreement with the Town; (iii) the required financial security to construct the Regional Detention Pond has been provided to the Town as part of such subdivision agreement; and (iv) drainage easements for the construction and maintenance of the Regional Detention Pond have been provided in accordance with the Town’s Land Development Ordinance. The Town Property will be conveyed in an “as is” condition to the applicable persons or entities by quit claim deed, at no cost to the Property Owner or such acquiring persons or entities. Subject to satisfaction of the Conveyance Conditions, upon the written request of the Property Owner, the Town shall convey the Town Property to the applicable property owners contemplated by this Paragraph 13. The Town acknowledges that the Property Owner contemplates the Town Property in whole or in part may be conveyed, subject to satisfaction of the Conveyance Conditions, to one or more of Property Owner’s successors in interest contemporaneously with acquisition by such successors in interest of the applicable portion of the Property, and the Town agrees to reasonably cooperate with Property Owner to facilitate such conveyances so long as the Conveyance Conditions have been satisfied.

14. Limitation on Number of Dwelling Units. The total number of residential dwelling units allowed on the Property shall not exceed four hundred fifty (450) residential dwelling units.

15. Land Dedication. The Property Owner shall either dedicate by plat or convey to the Town, by special warranty deed, free and clear of all liens and monetary encumbrances, the following real property:

a. Mainstreet. Sufficient portions of the Property in fee simple absolute to construct the Mainstreet Improvements, including any slope, drainage and construction easements, as determined by the Town in accordance with the Roadway Manual, to construct the Mainstreet Improvements, as described in Paragraph 9 of this Agreement, which dedication shall occur at the time of approval of the first Development Plat for the Annexation Property or upon thirty (30) days' prior written notice from the Town to the Property Owner requesting such dedication, which ever occurs first.

b. West Parker Road and Traffic Signals. Sufficient portions of the Annexation Property in fee simple absolute to construct West Parker Road (as a residential collector street) and the associated traffic signals, including any slope, drainage and construction easements, as determined by the Town in accordance with the Roadway Manual, as described in Paragraph 9 and 10 of this Agreement, which dedication shall occur at the time of approval of the first final plat for the Annexation Property, or upon thirty (30) days' prior written notice from the Town to the Property Owner requesting such dedication, whichever occurs first.

c. Trail Easements. The Property Owner shall also grant to the Town, free and clear of all liens and monetary encumbrances, nonexclusive easements for the trail(s) and trail connection(s) described in Paragraph 6 of this Agreement, which dedications shall occur from time to time with approval each Development Plat for the portion of Property that contains the trail(s) or trail connection(s) described herein.

16. School Mitigation Plan.

a. School Mitigation Fee Payment. The Property Owner desires and has agreed to contribute to the Douglas County School District No. RE-1 (the "**School District**") for school mitigation an amount equal to One Thousand Nine Hundred Twenty-Three Dollars (\$1,923.00) for each single-family residential dwelling unit constructed on the Annexation Property and an amount equal to Five Hundred Four Dollars (\$504.00) for each multi-family residential dwelling unit constructed on the Annexation Property (each, a "**School Mitigation Fee Payment**"). The applicable School Mitigation Fee Payment shall be paid to the School District by the building permit applicant at the time of issuance of a building permit for the applicable dwelling unit(s). The School Mitigation Fee Payment is for the benefit of the School District and its students.

b. In-Lieu Fee. The Property Owner desires and has agreed to contribute cash-in-lieu of land dedication as set forth in this subparagraph 16.b (the "**In-Lieu Fee**").

The In-Lieu Fee is for the benefit of the School District and its students. Concurrently with recording in the Records from time to time of each Development Plat containing lot(s) for development of single-family residential dwelling units, the applicable owner of the property subject to such Development Plat shall pay to the School District the In-Lieu Fee in the amount of Two Thousand Eight Hundred Sixty-Six and 50/100 Dollars (\$2,866.50) for each single-family residential lot created by such Development Plat, which amount shall increase annually, commencing on the date this Agreement is recorded, by the U.S. Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, All Items, All Urban Consumers, or its successor index. Concurrently with the issuance of building permit(s) from time to time for construction of multi-family residential dwelling units within the Annexation Property, the building permit applicant shall pay to the School District the In-Lieu Fee in the amount of One Thousand One Hundred Ninety and 70/100 Dollars (\$1,190.70) for each multi-family residential dwelling unit issued a building permit, which amount shall increase annually, commencing on the date this Agreement is recorded, by the U.S. Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, All Items, All Urban Consumers, or its successor index.

c. Age-Restricted Development. Notwithstanding any provision of this Paragraph 16 to the contrary, no School Mitigation Fee Payment and no In-Lieu Fee shall be due or owing for any age-restricted residential dwelling units so restricted by deed restriction or zoning restriction.

17. Permitted Development. Any development of the Property shall be in accordance with this Agreement, Town ordinances and regulations, and applicable state and federal law and regulations. The Town shall allow and permit the development of the Property upon submission of proper applications and payment of fees imposed by the Town's ordinances and regulations. The Property Owner shall submit such appropriate documents and instruments for the organization of the applicable Accepting Party for the Town's approval at the time of the first Development Plat for any portion of the Annexation Property for the purpose of the Accepting Party maintaining those areas described in this Agreement which are to be owned and maintained by the applicable Accepting Party.

18. 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 this Agreement and Section 11 of the Petition. 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.

19. 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.

20. 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.

21. 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.

22. Termination. If the zoning as set forth above is not approved by ordinance, or if the annexation of the Annexation 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.

23. Binding Effect; Amendments. Upon and after the Effective Date, this Agreement shall inure to the benefit of and be binding on 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 Annexation Property. This Agreement constitutes the entire agreement of the parties and may be amended only in writing by the parties, approved in substantially the same manner as the Agreement itself.

24. Recordation of Agreement. Upon the Effective Date, this Agreement shall be recorded in the Records and upon recordation shall run with the land.

25. Effective Date. This Agreement shall be effective upon the satisfaction of the conditions set forth in subparagraph 1.a of this Agreement (the "**Effective Date**").

26. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

27. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or

action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Douglas County, Colorado.

28. Notice. All notice required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States mail with the proper address (and by registered or certified mail, return receipt requested, postage prepaid), as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

To the Town: Town Administrator
Town of Parker
20120 East Mainstreet
Parker, Colorado 80138

To Property Owner: 98 W. Parker, LLLP
Attention: Wesley A. Segelke
1720 S. Bellaire Street, #300
Denver, Colorado 80222

With a copy to: Otten, Johnson, Robinson, Neff and Ragonetti, P.C.
Attention: Kimberly Martin
950 17th Street, Suite 1600
Denver, Colorado 80202

29. Entire Agreement. 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.

[Signature pages follow this page.]

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:

98 W. PARKER, LLLP, a Colorado limited liability limited partnership

By: LSP Investments, LLP, a Colorado limited liability partnership, its General Partner

By: _____
Wesley A. Segelke
Managing General Partner

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Wesley A. Segelke as Managing General Partner of LSP Investments, LLP, a Colorado limited liability partnership, as General Partner of 98 W. PARKER, LLLP, a Colorado limited liability limited partnership.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

DISTRICT:

**STONEGATE VILLAGE METROPOLITAN
DISTRICT, a quasi-municipal corporation and
political subdivision of the State of Colorado
(AS TO PARAGRAPH 3)**

By: _____
_____, District Manager

ATTEST:

_____, Secretary

EXHIBITS

EXHIBIT A-1 LEGAL DESCRIPTION OF PROPERTY

EXHIBIT A-2 LEGAL DESCRIPTION OF THE TOWN PROPERTY

EXHIBIT B HUNTER'S VIEW PROPERTY

EXHIBIT A-1

LEGAL DESCRIPTION – 98 PARKER PROPERTY TRACT

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.

TRACT OF LAND CONTAINS 4,108,439 SQUARE FEET OR 94.317 ACRES MORE OR LESS.

JOHN A. MALLEY, JR.
COLORADO PROFESSIONAL LAND SURVEYOR P.L.S. 27935
FOR AND ON BEHALF OF LINEAR SIGHT, INC.

EXHIBIT A-2

LEGAL DESCRIPTION – CHAMBERS TRACT

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, 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 NORTHEAST CORNER OF SAID SECTION 19, WHENCE THE EAST QUARTER CORNER OF SAID SECTION 19 BEARS SOUTH 00°30'38" EAST, A DISTANCE OF 2696.41 FEET WITH ALL BEARINGS HEREON REFERENCED THERETO;

THENCE ALONG THE EASTERLY LINE OF SAID NORTHEAST QUARTER SOUTH 00°30'38" EAST, A DISTANCE OF 1652.17 FEET TO THE NORTHERLY LINE OF WEST MAIN STREET;

THENCE NORTH 50°51'11" WEST ALONG THE NORTH LINE OF WEST MAIN STREET A DISTANCE OF 247.35 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH CHAMBERS STREET RECORDED AT RECEPTION NO. 2005052742 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH CHAMBERS STREET THE FOLLOWING (3) COURSES.

1. NORTH 03°05'39" EAST, A DISTANCE OF 675.51 FEET THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 10080.00 FEET;
2. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°46'49", AN ARC LENGTH OF 665.06 FEET;
3. TANGENT TO SAID CURVE NORTH 00°41'10" WEST, A DISTANCE OF 152.92 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER;

THENCE ALONG SAID NORTH LINE NORTH 88°20'35" EAST, A DISTANCE OF 128.56 FEET TO THE POINT OF BEGINNING.

TRACT OF LAND CONTAINS 238,176 SQUARE FEET OR 5.468 ACRES MORE OR LESS.

EXHIBIT B

PROPERTY DESCRIPTION:

Part of the West ¼ of Section 20, Township 6 South, Range 66 West of the 6th Principal Meridian, Douglas County, Colorado, more particularly described as follows:

Beginning at the West ¼ corner of said Section 20 and considering the West line of the Southwest ¼ of said Section 20 to bear S 0°05'38"E with all bearings contained herein relative thereto:

Thence S 0°05'38"E along said West line of the Southwest ¼ a distance of 1025.17 feet;

Thence S 89°31'30"E parallel to the South line of said Southwest ¼ a distance of 2634.35 feet to the Westerly Right of Way fence of Newlin Gulch Road (Hess Road);

Thence N 1°36'24"E along said Right of Way fence a distance of 635.10 feet to a point on the East line of said Southwest ¼;

Thence N 0°07'11"E along said East line a distance of 68.50 feet;

Thence S 89°52'36"W a distance of 361.50 feet;

Thence N 0°07'11"E a distance of 361.50 feet to the Southerly Right of Way fence of West Parker Road;

Thence S 89°52'36"W along said Right of Way fence a distance of 838.42 feet to the North line of said Southwest ¼;

Thence S 89°23'57"W along said North line a distance of 355.07 feet;

Thence N 50°03'33"W a distance of 890.65 feet;

Thence N 47°40'33"W a distance of 565.85 feet to the West line of the Northwest ¼ of said Section 20;

Thence S 0°05'33"E a distance of 964.33 feet to the point of beginning; Containing 72.62 acres, more or less.

8827308 - 11/23/88 11:00 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER - 15/ 18
B0826 - P0937 - \$54.00



**Community Development Department Memorandum
Development Review Division**

To: Town of Parker Planning Commission

From: Patrick Mulready, Senior Planner *PM*
Steve Greer, Deputy Community Development Director *SG*

Through: John Fussa, Community Development Director

Date: May 12, 2016

Regarding: Public Hearing:
Rezoning: Newlin Crossing Planned Development
[Case No. Z15-0018]

**Section I.
Subject & Proposal:**

Location: Northeast corner of Mainstreet and Chambers Road

Applicant: David Brehm, Plan West

Proposal: The applicant proposes to rezone a 100.76 acre assemblage of parcels to Planned Development (PD) as part of a related annexation request. This assemblage is comprised of 94 acres under the control of property owner 98 West Parker LTD and 6.76 acres of interim detention ponds at the intersection of Mainstreet and Chambers Road which the Town acquired from Douglas County. The PD will be called Newlin Crossing. The applicant proposes a mixture of uses including single-family residential, multifamily residential, commercial, open space associated with Newlin Gulch and community separation buffer from Stonegate.

**Section II.
Background:**

History: The subject property is part of the Town's Urban Growth Boundary area as defined by the Intergovernmental Agreement (IGA) between the Town and Douglas County. There have been no previous attempts to develop this property beyond the current limited agricultural uses currently employed on site.

Site Data: Slightly under seven acres exists as an interim detention pond to handle run-off from Chambers Road. The Town acquired this property from Douglas County and has agreed to transfer ownership to 98 West Parker LTD in exchange for construction of a regional detention facility internal to development. The most significant topographical feature of the remaining 94 acres is that it is bisected by the 100-year floodplain for Newlin Gulch.

Land Use Summary Data:

Total Area: 100.76 acres

Zoning: A1 – Agricultural in Douglas County

Existing Use: Currently vacant and undeveloped. The site has historically been used for horse boarding and breeding purposes previously.

Surrounding Zoning & Land Use:

- North: Stonegate PD in unincorporated Douglas County. Single-family detached residential at 3.9 to 4.5 Du/Ac and Open Space.
- West: Sierra Ridge PD in unincorporated Douglas County. Currently under construction. Permitted uses include single-family residential up to 6 DU/Ac and up to 60,000 square feet of commercial.
- Southwest: Meridian International Business Center PD unincorporated Douglas County. Currently under construction. Permitted uses include detached and attached residential and office/commercial development.
- South: Hunters Chase PD. Contains an existing horse boarding, Newlin Gulch floodplain and open space
New Horizons PD. Contains a church, school, recreation and single-family residential as permitted land uses.
- East: Carousel Farms PD. Permitted zoning allows for single-family residential on 5,000 lots and contains an existing church on an A1-Agricultural parcel in unincorporated Douglas County.

Section III.

Analysis:

The entirety of the area under this rezoning request is within the Town's Urban Growth Boundary area. The IGA between the Town and Douglas County specifies that properties within this boundary area must approach the Town concerning annexation should they propose to rezone.

The Newlin Crossing PD proposes 34 acres of single-family residential along its eastern boundary. The Newlin Gulch floodplain is contained with a 13.2 acre open space dedication and is joined by a 5.63 acre open space parcel. Portions of this smaller open space area will be constructed as a regional detention pond to serve the areas within Newlin Crossing west of the Gulch. This smaller open space area is also intended to serve as a community separation buffer to the existing lots within Stonegate. There are two internal land use areas proposing multifamily residential. One is adjacent to Mainstreet and is 9.0 acres. The other is adjacent to Chambers Road and is 21.27 acres. Finally, there are two internal land use areas proposing commercial land uses. The smaller of this is north of the proposed West Parker Road alignment and is 2.0 acres. The larger of the two commercial parcels is at the northeast corner of Mainstreet and Chambers Road and is 12.5 acres.

The Newlin Gulch PD also proposes the construction of regional trail within the Newlin Gulch floodplain. It will connect to an existing trail within Stonegate located off-site to the north. The proposed south end will be under the Mainstreet bridge over Newlin Gulch. The Newlin Gulch trail will be extended in the future and provide a link between Reuter Hess Reservoir and the Town's Recreation Center as well as Cherry Creek Trail.

Utilities:

The Newlin Gulch PD is within the Stonegate Metropolitan District. The Town has received a Will Serve letter from Stonegate Metropolitan District concerning their ability to provide water and sanitary sewer services. Xcel Energy and IREA also serve the site.

Major Roads, Access and Circulation:

The major arterials around the site have already been constructed. Planned internal roadways include West Parker Road to connect Mainstreet to Chambers via a box culvert over the Newlin Gulch floodplain and the extension of Newlin Gulch Boulevard into the site.

Section IV.

Additional Staff Findings:

The Town of Parker Land Development Code, §13.04.240(f), specifies nine criteria to be used in evaluating zoning requests. If the proposed use meets these criteria, or can meet them subject to reasonable mitigation conditions, the use may be approved.

1. A need exists for the proposal.

The Town's Charter requires that properties be zoned contemporaneously with annexations. Therefore, a need exists to establish Town of Parker jurisdictional zoning should Council decide to accept the annexation request.

2. The particular parcel of ground is indeed the correct site for the proposed development.

The proposed PD Zoning incorporates a variety of internal land use areas ranging from single-family residential to commercial in a logical progression of intensity of use as one nears the intersection of Chambers and Mainstreet. Chambers and Mainstreet and two major arterial roadways connecting western Parker with both the Denver Tech Center and Interstate 25 respectively.

3. There has been an error in the original zoning, or;

Not applicable

4. There have been significant changes in the area to warrant a zone change.

Chambers Road was constructed from Lincoln Avenue to Mainstreet as a Douglas County project in 2006. The following year, the construction of Chambers Road from Lincoln Avenue to Hess Road was a Town project. These two construction efforts established Chambers Road and a major regional arterial roadway. It is planned for future extensions south of Hess Road, and is the subject of a major widening project through 2016.

Similarly, Mainstreet was improved to a four-lane arterial road between Chambers and Jordan Roads in 2007. With the completion of two additional segments of Mainstreet through Douglas County and the City of Lone Tree in 2008, Mainstreet became the second roadway in Parker with a direct connection to Interstate 25.

These regional roadway improvements around the site as well as Douglas County's approvals of residential and commercial development within Sierra Ridge and Meridian International Business Center represent significant changes in the area to warrant a zone change on the subject property.

5. Adequate circulation exists and traffic movement would not be impeded by the development.

The applicant proposes the construction of West Parker Road as a collector right-of-way between Mainstreet and Chambers. Both the Chambers Road and Mainstreet intersections with West Parker Road will be full movement and signalized. The applicant is also extending Newlin Gulch Boulevard into the site from the adjacent Carousel Farms development. These roadway improvements have been found to provide adequate internal access and circulation.

6. Additional municipal service costs will not be incurred which the Town is not prepared to meet.

No significant additional municipal service costs will be incurred by the Town due to the establishment of zoning for these properties. The proposed annexation proposes 14.5 acres of commercial area. The Town's Finance Department has determined that this property will not be subject to a deficit reduction fee.

7. There are minimal environmental impacts, or impacts can be mitigated.

There are no additional environmental impacts created by zoning these properties. The Newlin Gulch floodplain will be preserved as open space. There are no known wildlife habitat areas on site outside of the Newlin Gulch migratory corridor.

8. The proposal is consistent with the Town of Parker Master Plan maps, goals and policies.

The Parker 2035 Master Plan identifies these properties as being located within the Medium Density Land Use Area. It also contains a Neighborhood Center overlay at the corner of Mainstreet and Chambers Road. The Neighborhood Center overlay encourages higher density residential and between 50,000 square feet and 250,000 square feet of commercial land uses. The applicant's proposed internal arrangement of land use areas is consistent with the Master Plan's recommendation for this area.

9. There is adequate water and sewage disposal, water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land use(s).

Stonegate Metropolitan District will provide water and sanitary sewer service to the property. A Will Serve letter from Stonegate has been provided to the Town. All internal parks and open space will be owned by either a Homeowners' Association or an internally formed Metropolitan District. The Town will ultimately accept ownership of the Newlin Gulch Trail once the section of trail south of Mainstreet is constructed and connects to Newlin Crossing. These are normal impacts and will not create a demand for municipal services beyond what the Town is capable of providing.

Section V.

Referral Agency Comments:

Below are the condensed versions of referral responses received from affected agencies:

Town of Parker Engineering Dept.:

Has comments pertinent to triggers within the annexation agreement for construction or payment of certain public improvement obligations. This has been addressed within the agreement.

Town of Parker Comprehensive Planning:

Finds the plan generally consistent with the Town's Master Plan but requests specific language changes to the list of permitted uses in certain land use areas. These changes were incorporated into the last revision of the Development Guide.

Town of Parker Fire/Life Safety:

No comment

Town of Parker Economic Development:

Requests removal of non-sales tax creating uses from commercial planning areas (Areas PD-4 and PA-4). These modifications were incorporated into the latest iteration of the Development Guide.

Town of Parker Finance Department:

No comment

Town of Parker Police Department:

No comment

Colorado Geological Society:

No comment

Douglas County Assessor's Office:

No comment

Douglas County Planning:

Requests triggers associated with Chambers Road improvements be included in the annexation agreement. No comment concerning the zoning request. These provisions have been included in the Annexation Agreement.

Douglas County School District:

Requests fee in-lieu of 6.084 acre land dedication. Also requests \$2,415 per single-family residential dwelling and \$843 per multifamily dwelling in Capital Mitigation Fees. These provisions have been included in the Annexation Agreement.

City of Lone Tree:

No comment

Urban Drainage & Flood Control District:

Requests review of project as it moves into subdivision design.

IREA:

No comment

Xcel Energy (Public Service Company):

No comment

CenturyLink Communications:

No comment

Stonegate Village Metropolitan District:

No comment

Stonegate Homeowners Association:

No comment

Bradbury Ranch Homeowners Association:

No comment

**Section VI.
Recommendation:**

Staff recommends that the Planning Commission recommend that Town Council approve the rezoning request for the Newlin Crossing Planned Development.

**Section VII.
Attachments:**

1. Vicinity Map
2. Development Guide and Plan
3. Referral Agency Comments

**Section VIII.
Proposed Motion(s):**

“I move the Planning Commission recommend Town Council approve the Newlin Crossing Planned Development zoning request.”



Memorandum

To: Patrick Mulready, Senior Planner
Date: January 19, 2016
From: Tom Williams, P.E., Director of Engineering
Dave Aden, P.E., Traffic Engineer
Cc: Janet Hermann, P.E., Douglas County Engineering
File

Subject: Newlin Crossing Annexation and Rezone – 3rd Public Works Review

The Department of Engineering has reviewed the documents submitted for the Newlin Crossing Annexation and Rezoning. The submittal consisted of the following documents:

<u>Document</u>	<u>Date</u>
Traffic Impact Study	December 15, 2015
PD Guide	December 18, 2015
PD Development Plan	December 16, 2015
Annexation Plan	August 31, 2015

The site is primarily located to the northeast of the Chambers Rd. and Mainstreet Intersection. Based on our review of the aforementioned documents, we have the following comments:

Traffic and Roadway Review Comments

The following comments concern traffic, access, roadway design, and construction standards for the subject property. They are based upon our review of the submittal documents in accordance with the criteria presented in the Town of Parker’s Roadway Design and Construction Criteria, as revised, July 2015. Additional regulatory and planning documents may have been utilized in the review, and are referenced in the comments where appropriate.

General Comments

1. Please refer to the Public Works review memo dated October 7, 2015 for the roadway and traffic public improvements obligations associated with the development of this property. These obligations will be codified in the associated annexation agreement for the Property.

PD Development Plan/Guide

1. No further comments

Annexation Plan

2. No further comments

Traffic Impact Study

1. No further comments at this time. However, an updated Traffic Impact Study will be required at the time of platting/site plan to ensure site access spacing/type has been properly analyzed. The updated TIS will need to follow the Town's standard format in accordance with the RDCCM.

Stormwater Review Comments

The following comments concern drainage, erosion and sediment control, and non-point source pollution control issues for the subject property. They are based upon our review of the submittal documents against the criteria presented in the Town of Parker's, *Storm Drainage and Environmental Criteria Manual (SDECM)*, as revised, February, 2014. Additional regulatory and planning documents were utilized in the review, and are referenced in the comments where appropriate.

1. No further comments.

The submittal is in general conformance with the Town of Parker's *Storm Drainage and Environmental Criteria Manual* and/or the *Roadway Design and Construction Criteria Manual*. An attempt has been made to identify all of the items that do not meet the Town of Parker's design criteria; however, it remains the developer's responsibility to ensure that all criteria are met.

If you have any questions regarding the comments please do not hesitate to call Tom Williams at (303) 840-9546.



Community Development Department Memorandum

To: Patrick Mulready, Planner

From: Bryce Matthews, AICP, Comprehensive Planning Manager

Date: January 20, 2016

Regarding: Newlin Crossing Rezoning – REV 2

The Comprehensive Planning Department has had the opportunity to review the Newlin Crossing Rezoning proposal and has the following comments following up on the October 9, 2015 memorandum:

Parker 2035 Master Plan

The Newlin Crossing PD area is depicted on the Parker 2035 Master Plan as Medium Density Residential Character Areas (3.5 dwelling units per acre) and includes a portion of a Neighborhood Center. The overall density is based on the land area not including floodplains and steep slopes.

The Neighborhood Center is located at the intersection of Chambers Road and Mainstreet. Neighborhood Centers are generally described as follows:

Neighborhood Centers should be planned to serve the basic needs of the surrounding residents. Typical uses within Neighborhood Centers include convenient retail and personal/business services, generally anchored by a grocery store.

Other compatible uses such as small offices, recreational uses and restaurants are also permitted. Generally, the total Gross Leasable Area (GLA) for the commercial/office components within an entire Neighborhood Center should range from 50,000 to 250,000 square feet combined. Higher density residential is appropriate in these Centers as a transition between less intense residential areas and non-residential areas when developed as part of a mixed-use development and when the design encourages residents to walk or bicycle to obtain goods and services.

The Plan as proposed generally meets the intent of the Parker 2035 Master Plan with the changes discussed below in the Land Use section.

Land Uses

The Town is establishing 'uniform uses' to use the same text to consistently describe land uses. Based on these changes please use the following residential land use titles for Planning Area 1 (residential):

Use by Right

- Single Family Detached Dwellings

- Duplex
- Places of Religious Assembly
- Accessory structures and uses
- Open Space
- Parks
- Neighborhood Recreational Centers and Facilities

Use by Special Review

- Group Home
- Nursery schools / child care centers

Please remove all the following use by special reviews proposed in Planning Area 1.

- a. neighborhood public service, health and education facilities, such as community centers, libraries and museums

Please use the following residential land use titles for a Planning Area 2 (residential/multifamily):

Use by Right

- Single Family Detached Dwellings
- Duplex
- Single Family Attached Dwellings
- Multifamily
- Places of Religious Assembly
- Accessory structures and uses
- Open Space
- Parks
- Neighborhood Recreational Centers and Facilities*
- Assisted Living Residence*
- Long Term Care Facility/Nursing Home

Use by Special Review

- Group Home

Do not use pyramid zoning, define all uses allowed in PA 2 and PA-3 individually rather than referencing uses in PA 1.

PA-3 should be revised to Mixed Use, allowing either multifamily residential or commercial uses in the planning area.

Please remove the following from PA-4 as they are not recommended uses in a Neighborhood Center.

- Health clubs
- Day Care Centers
- Indoor movie theaters
- Bowling alleys
- Skating rinks
- Arcade amusement centers
- Hotels and motels
- Bed and breakfast

Please use the following residential land use titles for the open space planning area:

- Open space
- Parks
- Accessory structures and uses

Open Space 1 & 2 should not permit active recreational uses such as Community Building/Clubhouse and indoor and outdoor public and private recreational activities. If the applicant desires to have these types of uses they need to be included in other planning areas or create a new planning area entitled 'Parks'.

The Development Plan shows a planning area PF which is not defined. If the intent of the applicant is to rezone to Town of Parker Public Facilities (PF) this should not be shown on the Development Plan. If the intent is to create a planning area for this detention pond, staff recommends designating it as Open Space rather than creating an additional planning area.

Open Space, Trails and Greenways Master Plan

The Land Development Code goal of 20% open space is calculated at zoning with a Planned Development, in this case the applicant has provided adequate open space to meet the intent of the goal.

Please use a thicker line weight to show trail locations.

The Newlin Gulch Regional Trail should go under Newlin Gulch Boulevard, if this is not possible, an enhanced crossing integrated into the design of Newlin Gulch Boulevard will be required.

The east west trail in the CIG easement does not need to go west of the Newlin Gulch Trail, it can end at the Newlin Gulch Trail. Construction of this trail should be entirely on the parcel and will be a single trail connecting to the Carousel Farm trail system which connects to trails to the east. The trail connection from the Newlin Gulch Trail to the boundary with Carousel Farm will be the responsibility of this development.

Transportation Master Plan (2014)

The collector connecting south to Mainstreet may be considered if it meets the Town's Roadway Design and Criteria Manual. If the applicant cannot make the connection to Mainstreet meet standards, the collector must connect Newlin Gulch Boulevard on the east side of the property. Through the subdivision process the Town will continue to seek consistency with the Parker 2035 Master Plan and the Transportation Master Plan including:

- Development patterns that include connectivity between neighborhoods through local roads, collector roads and trail links.
- A multi modal approach contemplating the movement of pedestrians, bicyclists and vehicles within each subdivision and between neighborhoods.
- Integrating land use and the transportation system at a more refined level.

October 9, 2015

Stacey Nerger
Town of Parker Community Development Department
20120 E. Mainstreet
Parker, CO 80138

**Re: Newlin Crossing Planned Development, First Amendment, Case No. Z15-0018
(Douglas County Project No. RE2015-080 and RE 2015-131)**

Dear Ms. Nerger:

Douglas County Planning Services has reviewed the Second Submittal of the Newlin Crossing Planned Development and offers comments as described below:

Engineering Comments:

Douglas County would request of the Town that the applicant be required to design and construct the ultimate roadway widening for Chambers Road adjacent to this proposed Planned Development, including any auxiliary lanes required for access points. Access permits (from Douglas County) will be required for any proposed access to Chambers Road. Prior to the approval of any construction on Chambers Road, the applicant must submit and obtain approval from Douglas County for any proposed construction in the Chambers Road ROW. All improvements should be constructed prior to the issuance of any building permit within the Planned Development.

Planning Services Comments:

Planning Services has no additional comments on this application.

Douglas County appreciates the opportunity to review and comment on this application.

Regards,

Joe Fowler, AICP
Chief Planner

C: Matt Williams, Development Review Manager, Public Works Engineering



June 11, 2015

Stacey Nerger
Associate Planner
Town of Parker
Community Development Department
Town Hall
20120 East Mainstreet
Parker, CO 80138

RE: Newlin Crossing PD Annexation and Zoning ANX15-0006 & Z15-0018

Dear Ms. Nerger ;

On behalf of Douglas County School District (DCSD), we have a couple comments regarding this application that we would like to resolve prior to approval. DCSD has calculated the amount of school site land this project would generate totaling 6.084- acres of school land dedication. DCSD hereby requests the applicant to dedicate or to provide cash-in-lieu of dedication of 6.084- acres of land to the District to meet this need. 6.084- acres of land is sufficient for a Support Facility, Early Childhood Center, Program Center, All-Day Kindergarten, or other school district facility.

Pursuant to Section 13.07.140 (d), (6), (c) of the Parker Development Code, "a cash-in-lieu fee shall be equivalent to the full market value of the acreage required for school land dedication. Value shall be based on anticipated market value after completion of platting and construction of public improvements. The applicant shall submit a proposal for the cash-in-lieu-fee and supply the information necessary for the Town Council to evaluate the adequacy of the proposal. This information shall include at least one (1) appraisal of the property by a qualified appraiser." DCSD would like a complimentary copy of the appraisal prepared. We would ask that the fee be paid at the time of final plat.

Additionally, DCSD would ask for a voluntary mid-range contribution towards the Capital Mitigation component to be paid directly to the District. In this case the contributions would amount to \$2415 per single-family residential dwelling, and \$843 per multi-family dwelling unit due at final plat.

We would like to have these agreements as conditions of approval for the application to move forward. Once we receive that confirmation, DCSD fully supports this application for approval. Thank you for your support of our mutual constituents!

Sincerely,

SCO Consulting, LLC

A handwritten signature in cursive script that reads "Steve Ormiston".

Steve Ormiston
Consultant to DCSD



Right of Way & Permits
1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: 303.571.3306
Facsimile: 303.571.3284
donna.l.george@xcelenergy.com

July 15, 2015

Town of Parker Community Development Department
20120 E. Mainstreet
Parker, CO 80138

Attn: Stacey Nerger

Re: Newlin Crossing Annexation and Zoning, Case #s ANX15-0006 and Z15-0018

Public Service Company of Colorado (PSCo) has reviewed the plans for **Newlin Crossing Annexation and Zoning**. PSCo owns and operates electric distribution facilities located in this area and has no objection to this annexation proposal. PSCo is requesting that the Town of Parker send us notification after approval of the proposed annexation has been finalized. This notification should be sent to Sandi Cardenas (303-571-3635) at: Xcel Energy, 1123 West 3rd Avenue, Denver, Colorado 80223 or sandra.cardenas@xcelenergy.com. This will allow our mapping department to make the necessary updates to our mapping system.

Public Service Company has no objection to this proposed rezone, contingent upon PSCo's ability to maintain all existing rights and this amendment should not hinder our ability for future expansion, including all present and any future accommodations for natural gas transmission and electric transmission related facilities.

Please be aware PSCo has an existing high pressure gas transmission pipeline along the northerly and westerly property lines, and a gas regulator station near the project. Should there be any off-site improvements in the areas of these facilities, PSCo is requesting that, prior to any final approval of the development plan, it is the responsibility of the property owner/developer/contractor to contact Cheryl Diedrich, Senior Right-of-Way Agent at cheryl.diedrich@xcelenergy.com or (303) 571-3116, for development plan review and execution of a License Agreement.

The property owner/developer/contractor must contact the Builder's Call Line at 1-800-628-2121 and complete the application process for any new gas or electric service, or modification to existing facilities. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

As a safety precaution, PSCo would like to remind the developer to call the Utility Notification Center at 1-800-922-1987 for utility locates prior to construction.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado

Matt Carlson

Economic Development 20

1/19/2016 8:13:27 AM

Economic Development renews its objections to non-sales tax producing uses in the commercial sectors of this PD.

Prior to submission, applicant, community development and economic development agreed to eliminate the following uses:

All Residential Use -- vertical mixed use or otherwise

Commercial Uses -- Personal Services #2 - Daycare of any size

Commercial Recreational Uses - Performing Arts, Bowling Alleys, Pool Halls, Arcades unless they are in conjunction with another use approved by right

General Office / Professional Services - #4 Congregate Care/Assisted Living

Mike Sarmento

Urban Drainage and Flood Control 25

6/17/2015 10:49:33 AM

Channel is currently approved for UDFCD MEP. We would like to review future road and other improvement design and construction plans.

City of Lone Tree Community Development Department 25

7/16/2015 11:10:34 AM

Lone Tree has no comment on ANX15-0006 and the subsequent rezoning to PD, Z15-0018.
Thank you for the referral.

Newlin Crossing Planned Development

Town of Parker, Colorado

Development Guide

A. Statement of Purpose

The purpose of the Newlin Crossing Development Plan and Guide is to establish standards for the comprehensive development and improvement of the property, except as provided herein. The standards contained in this Development Guide are intended to carry out the goals of this planned community. They are also intended to ensure a unified high-quality community for its residents and other users.

B. Application

These Standards, contained in the Development Guide, shall apply to all property contained within the Newlin Crossing PD as shown on the attached Development Plan, except as provided herein. These Standards, contained in the Development Guide, may be divergent from the zoning regulations contained in Chapter 13.04 of the Parker Municipal Code, but not any other Chapter of the Parker Municipal Code. In the event there is a conflict between the Standards contained in the Development Guide and Plan, and the Parker Municipal Code (excluding Chapter 13.04), then the Parker Municipal Code shall control.

Provisions of this guide shall prevail and govern the development, however, this guide only supersedes the specific zoning category, not the Town of Parker Land Development Code. The subdivision and 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 the Planning Commission or Town Council may approve changes subject to the requirements of the modification standards within this Development Guide or other applicable procedures within the Land Development Code.

C. Authority

The authority for this Development Guide is Chapter 13.04.150 (PD-Planned Developments) of the Town of Parker Land Development Code, as amended.

D. Adoption

The adoption of this Development Guide shall evidence the finding and decision of the Parker Town Council that this Development Guide for the Newlin Crossing PD is authorized by the provisions of Chapter 13.04.150 of the Town of Parker, Municipal Code, as amended.

E. Enforcement

The provisions of the Development Guide relating to the use of land shall run in favor of the Town of 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 Newlin Crossing PD is located to the extent expressly provided in this Development Guide and in accordance with its terms and conditions, the codes of the Town of Parker, and where applicable, State law.

F. Control Over Use

After the adoption of this Development Guide by the Town Council of the Town of Parker, these Development Standards, in conjunction with the Town of Parker Municipal Code, shall control development and land use, including the following:

- 1) any new building, structure or land use;
- 2) the use of any existing building, structure or parcel of land; and,
- 3) any existing building or structure may be enlarged, reconstructed, structurally altered, converted or relocated provided changes are in accordance with this Development Guide and the Development Plan and the Town of Parker Municipal Code.

G. Incorporation of Development Plan

The Development Plan for Newlin Crossing PD, including the type, location and boundaries of land use areas, proposed major street alignments and access points is incorporated by exhibit into this Development Guide.

H. Conflicts

Where there is more than one provision within the Development Guide that covers the same subject matter, the provision which is most restrictive or impose higher standards or requirements shall govern unless determined otherwise by the Community Development Director

I. Agricultural and ranching uses permitted to Remain

Agricultural and ranching uses such as farming, grazing of livestock, the boarding and breeding of horses, horseback riding and training, and other supporting agricultural uses are permitted to remain until a site plan for development is approved, a building permit is issued, and construction begins on the specific planning area. Specifically, Construction for development on the west side of Newlin Gulch will not prohibit agricultural and ranching actives to remain on the east side of the Gulch.

End of Section

Newlin Crossing PD

RESIDENTIAL

Planning Area 1

INTENT

Planning Area 1 is established to provide a low to moderate intensity residential land use as a transition to the existing church and Carousel Farms residential neighborhood,

USES PERMITTED BY RIGHT

- (1) Single Family Detached Dwelling
- (2) Duplex
- (3) Parks
- (4) Open Space
- (5) Neighborhood Recreation Centers
- (6) Places of Religious Assembly
- (7) Accessory Uses

USES PERMITTED BY SPECIAL REVIEW

- (1) Group Home
- (2) nursery schools / child care centers

DEVELOPMENT STANDARDS

- (1) Density – not to exceed:
 - a. four and one-half (4.5) dwelling units per gross acre
 - (2) Maximum Building Height:
 - a. thirty-five (35) feet
 - (3) Minimum Lot Area:
 - a. single-family – 4,500 square feet
 - b. duplex and attached 2,000 square feet per unit
 - c. all other uses -- none
 - (4) Setbacks – All building foundation walls to property lot line:
 - a. north property boundary: 15 feet south of utility easement
 - b. Newlin Gulch Open Space: 10 feet side; 10 feet rear
 - c. Mainstreet 40 feet
 - d. Single-family detached:
 - i. from local street ROW
 1. Front Facade: 15 feet
 2. 10 feet with side loaded garage
 3. 20 feet from sidewalk to face of garage
 4. Side: 10 feet
 - ii. Interior lot line: 5 feet side, 10 feet rear
 - (5) Minimum Lot Width:
 - a. at street: 35 feet
 - b. at cul-de-sac, knuckle, or similarly curved frontage at setback: 30 feet
-

End of Section

RESIDENTIAL / MULTIFAMILY (RMF)

PLANNING AREA 2 and 5

INTENT

The intent of the Residential / Multifamily Planning Areas is to provide a moderate density residential neighborhood as a transition to retail, office and personal/business services. Multifamily residential is permitted to transition from lower intensity uses located within PA-1, and the commercial/retail uses within PA-3 and PA-4. This village context will create an opportunity for a sustainable, vibrant mixed-use neighborhood where commercial uses provide products, services and employment opportunities for the residential community and the residential uses provide consumers and employees for the non-residential uses. Furthermore, the design intent is to enhance the pedestrian environment with uses interconnected within the property and to the larger community, providing access from alternative modes of transportation.

USES PERMITTED BY RIGHT

- (1) Multifamily
- (2) Congregate Care, Memory Care, and Assisted Living
- (3) Single Family Detached
- (4) Single Family Attached
- (5) Duplex
- (6) Accessory Structures
- (7) Open Space
- (8) Parks
- (9) Neighborhood Recreational Centers and Facilities
- (10) Assisted Living Residence
- (11) Long Term Care Facility/Nursing Home

USES by SPECIAL REVIEW

- (1) Group Home

Development Standards

- (1) Density – not to exceed:
 - a. PA – 2-- thirteen and one-half (13.5) dwelling units per gross acre
 - b. PA – 5 – thirteen and one-half (13.5) dwelling units per gross acre
- (2) Maximum Building Height:
 - a. forty (40) feet
- (3) Minimum Lot Area:
 - a. single-family – 4,500 square feet
 - b. duplex and multi-family attached residential, and all other uses: none
- (4) Setback – All building foundation walls to lot property line:
 - a. north property boundary: 15 feet south of the open space tract
 - b. Newlin Gulch Open Space: 10 feet side; 10 feet rear
 - c. Chambers Road and Mainstreet : 50 feet front, 10 feet side; 10 feet rear
 - d. Residential Collector: 25 feet front, 10 feet side, 10 feet rear
 - e. Single-family detached:
 - i. Front Facade: 15 feet from Right of Way
10 feet with side loaded garage

- ii. Side: 5 feet
Along street ROW: 10 feet
 - iii. Rear: 10 feet
 - iv. Garage: 20 feet from sidewalk of a public street
 - f. attached and multifamily
 - i. Front, side, and rear façade: 5 feet from sidewalk
 - ii. Garage: 4 feet minimum from drive lane or sidewalk
 - (5) Setbacks parking lots
 - a. Chambers, Mainstreet, Residential Collector: 10 feet
 - b. Local streets: 10 feet
 - c. From building to parking lot or parking lot sidewalk: 8 feet
 - d. Parking lots shared among adjacent uses and development lots may use a zero setback between lots provided parking lot landscape requirements are met for the combined parking lots and a shared use agreement is executed between the shared users
 - (6) Minimum Lot Width: SFD, SFA
 - a. at street: 35 feet
 - b. at cul-de-sac, knuckle, or similarly curved frontage at setback: 30 feet
 - c. Multifamily and all other users: none
-

End of Section

COMMERCIAL RETAIL (CR)

Planning Areas 3 and 4

INTENT

The Commercial Retail planning areas (PA-3 and PA-4) are planned to attract users that will benefit from the surrounding residential neighborhoods and provide goods and services to the local and regional businesses and residents. The intent of the Commercial Retail planning area is to promote the combination of retail commercial uses that will support an active neighborhood commercial center.

USES PERMITTED BY RIGHT

Commercial Retail

- (1) Grocery store
- (2) Convenience retail shopping facilities, including but not limited to:
 - a. drug stores
 - b. liquor stores
 - c. convenience grocery with and without gas pumps
- (3) Retail including but not limited to:
 - a. art gallery
 - b. antiques
 - c. artisan shops
 - d. gift shop
 - e. pet shops
 - f. florists
 - g. book store
 - h. stationery stores
 - i. retail food specialty shops which sell food products not intended to be consumed on the premises
 - j. butcher shops
 - k. candy stores
 - l. bakeries
 - m. doughnut shops
 - n. dairy product shops
 - o. toy and game stores
 - p. battery and accessory stores
 - q. bicycle stores
 - r. music stores
 - s. sporting goods store
- (4) General retail merchandise and apparel shops, including but not limited to:
 - a. junior department stores
 - b. craft and hobby stores
 - c. discount department stores
 - d. hardware and building material stores
 - e. clothing stores
 - f. shoe stores
 - g. furniture stores
 - h. household appliance stores
 - i. floor covering, drapery and upholstery stores

- j. electronics stores
- k. cosmetic store;

Eating and Drinking Establishments

- (1) restaurants
- (2) fast food, drive-through or carryout restaurants
- (3) ice cream parlors
- (4) coffee shops
- (5) delicatessens
- (6) lounge, bar or microbrewery
- (7) quick-serve restaurants

Personal Services

- (1) Convenience service establishments, including but not limited to:
 - a. barber shops and beauty salons
 - b. dry cleaners and laundries
 - c. photo studio
 - d. shoe repair shops
 - e. watch or jewelry repair
 - f. travel agency
- (2) health clubs exercise, yoga, dance studio, or similar facility
 - a. Not more than 20% of the total gross floor area built in PA-4

Commercial Recreation

The following uses shall be permitted only as a supporting use to a primary use such as a restaurant, bar, night club, lounge, brewery that includes a restaurant or similar use that attracts users for the purchase of goods and services. The following uses are limited to no more than 20% of the total gross floor area of the primary use.

- (1) indoor movie theater
- (2) performing art center
- (3) bowling alley
- (4) skating rink (both ice and roller)
- (5) pool hall
- (6) arcade amusement center

General Office and Professional Services

- (1) business and professional offices
- (2) medical and dental offices and clinics
- (3) banks and other financial service establishments, with or without drive-through facilities

Motor Vehicle

- (1) gasoline stations with gas pumps and car wash with and without convenience grocery store
 - a. Not more than 16 pumps
- (2) auto repair centers
- (3) tire sales and service
- (4) auto parts stores
- (5) car wash

Educational

- (1) satellite classrooms limited no not more than 5,000 Gross Square Feet
- (1) Vocational, Trade school, Instructional facility not greater than 5,000 sf

DEVELOPMENT STANDARDS

- (1) Maximum Building height:
 - a. 60 feet
- (2) Minimum lot area: none
- (3) Setbacks -- All Uses
 - a. Newlin Gulch Open Space
 - i. building 10 feet front, side and rear
 - ii. parking 10 feet
 - b. Mainstreet, Chambers Road, Residential Collector
 - i. building 30 feet
 - ii. parking 20 feet
 - c. Interior lot lines.
 - i. Distance between buildings subject to fire code
 - ii. zero lot line setback allowed on shared walled developments
- (4) Minimum Lot Width: none
- (5) Pedestrian Connectivity
 - a. Commercial and retail development shall be interconnected by pedestrian-friendly sidewalks, interior walkways, enclosed corridors, concourses, or plazas

End of Section

OPEN SPACE (OS)

Planning Areas OS 1 and 2

INTENT

Open Space Areas are intended to provide buffers, passive recreation, pedestrian trails and drainage detention, and water quality ponds to satisfy requirements of residential and non-residential park and development requirements.

USES PERMITTED BY RIGHT

- (1) As defined in Section 13.04.165 of the Parker Municipal Code
- (2) Nature center/picnic area
- (3) Trails and paths
- (4) Open field play as a supplement to adjacent park improvements
- (5) Other uses consistent with the purposes of this section and compatible with the uses set forth herein, as permitted by Section 13.04.22 of the Parker Municipal Code.

Park Dedication

Park dedications shall be subject to the provisions of Sections 13.07.140 and 13.07.145 of the Parker Municipal Code, as amended.

End of Section



ITEM NO: 9C
DATE: 06/20/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: CHAMBERS HIGHPOINT ANNEXATION AND ZONING

(1) RESOLUTION 16-046

A Resolution to Set Forth Town Council’s Findings of Fact and Conclusions as to the Eligibility of the Chambers Highpoint Property for Annexation into the Town of Parker

(2) ORDINANCE NO. 2.247 – Second Reading

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

(3) ORDINANCE NO. 3.323 – Second 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

(4) ANNEXATION AGREEMENT

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

Rosemary Seberna for

John Fussa, Community Development Director

G. Young

G. Randolph Young, Town Administrator

ISSUE:

The property owner, Compark 190 LLC, seeks to annex an undeveloped 44.4 acre parcel located at the southwest corner of Chambers Road and E-470 into the Town of Parker. The property owner is also requesting a PD – Planned Development zoning for the property. If approved, the intent is to develop the property for commercial, light industrial and multi-family residential uses with open space dedications.

PRIOR ACTION:

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

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

The property under consideration for this annexation and zoning request is within the Town's Urban Growth Area boundary as described in the Intergovernmental Agreement (IGA) and Comprehensive Development Plan between the Town of Parker and Douglas County last amended August 25, 2015. It currently exists as an unplatted parcel in unincorporated Douglas County. The Town's Master Plan recommends this area as E-470 Corridor/Mixed Use character area. A mixture of higher intensity uses including retail, commercial, office, light industrial, assisted living facilities and multi-family uses are recommended within this character area.

The Chambers Highpoint development also proposes to extend Belford Avenue easterly from Compark Village South to Chambers Road via a bridge over Happy Canyon Creek as recommended in the Roadway Network Plan of the Parker 2035 Master Plan. This will involve improvements to and signalization of the intersection of Belford Avenue and Chambers Road. These obligations are defined in the annexation agreement.

RECOMMENDATION:

Staff recommends Town Council approve Resolution 16-046, both Ordinances 2.247 and 3.323 at second reading and the Chambers Highpoint Annexation Agreement. On June 9, 2016, Planning Commission recommended Town Council approve the zoning request.

PREPARED/REVIEWED BY:

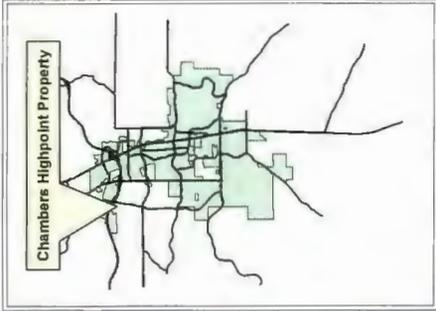
Patrick Mulready, Senior Planner; Bryce Matthews, Comprehensive Planning Manager; John Fussa, Community Development Director; James S. Maloney, Town Attorney

ATTACHMENTS:

1. Vicinity Map
2. Resolution 16-046
3. Ordinance 2.247
4. Ordinance 3.323
5. Annexation Agreement
6. Staff Report and Referral Agency Comments

RECOMMENDED MOTION:

- (1) "I move to approve Resolution No. 16-046."
- (2) "I move to approve Ordinance No. 2.247 on second reading."
- (3) "I move to approve Ordinance No. 3.323 on second reading."
- (4) "I move to approve the Annexation Agreement for Chambers Highpoint, based upon staff findings."



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)



RESOLUTION NO. 16-046, Series of 2016**TITLE: A RESOLUTION TO SET FORTH TOWN COUNCIL'S FINDINGS OF FACT AND CONCLUSIONS AS TO THE ELIGIBILITY OF THE CHAMBERS HIGHPOINT PROPERTY FOR ANNEXATION INTO THE TOWN OF PARKER**

WHEREAS, an annexation petition was filed with the Town Clerk requesting the annexation of certain unincorporated territory located in the County of Douglas and State of Colorado, otherwise known as the Chambers Highpoint Property, and hereafter described in **Exhibit A** attached hereto and made a part hereof (the "Property");

WHEREAS, said petition was forwarded by the Town Clerk to the Town Council;

WHEREAS, the Town Council of the Town of Parker, Colorado, found substantial compliance of said petition with Colo. Rev. Stat. § 31-12-107;

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

WHEREAS, public notice of such public hearing was given as required by law;

WHEREAS, the public hearing on the annexation petition was conducted in accordance with the requirements of the law; and

WHEREAS, pursuant to Colo. Rev. Stat. § 31-12-110, the Town Council, sitting as the governing body of the Town of Parker, Colorado, is required to set forth its findings of fact and its conclusion as to the eligibility of the Property for annexation to the Town of Parker.

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

Section 1. A service plan for that area encompassing the Property has been adopted by the Town Council, pursuant to Colo. Rev. Stat. § 31-12-105(1)(e).

Section 2. Not less than one-sixth (1/6th) of the perimeter of the Property is contiguous with the existing boundaries of the Town of Parker, as required by law.

Section 3. A community of interest exists between the Property and the Town of Parker, and the Property will be urbanized in the near future.

Section 4. The Property is integrated or is capable of being integrated within the Town of Parker.

Section 5. The limitations of the Municipal Annexation Act and the Constitution of the State of Colorado do not prevent the annexation of the Property or any part thereof since:

a. No land in the territory to be annexed which is held in identical ownership and consists of either a single tract or parcel, or two or more contiguous tracts or parcels, has been divided or portion thereof excluded from the area to be annexed without the written consent of the owners thereof;

b. No land in the territory to be annexed which is held in identical ownership and comprises twenty (20) or more acres, having an assessed valuation for ad valorem tax purposes in excess of \$200,000.00 in the year next preceding the annexation, has been included in the area to be annexed without the written consent of the landowners;

c. No proceedings have been commenced by another municipality for the annexation of all or part of the territory to be annexed by the Town of Parker; and

d. The annexation will not result in the detachment of the area from the school district in which it is currently located.

Section 6. The petition(s) for the annexation of the Property meets the requirements of law and are in proper order for annexation for the Property.

Section 7. No election is required, pursuant to Colo. Rev. Stat. § 31-12-107(2) or any other law of the State of Colorado or the Town of Parker.

Section 8. The proposed annexation will not have the effect of extending a municipal boundary more than three (3) miles in any direction from any point of the Town boundary in any one year.

Section 9. The entire width of any street or alley to be annexed is included within the annexation.

Section 10. The Property is eligible for annexation to the Town of Parker and all requirements of law have been met for such annexation, including the requirements of Colo. Rev. Stat. §§ 31-12-104 and 31-12-105, as amended.

Section 11. The ordinances annexing the Property to the Town of Parker shall be considered by this Town Council, pursuant to Colo. Rev. Stat. § 31-12-111.

RESOLVED AND PASSED this _____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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.

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

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- 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;
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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 7.82 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

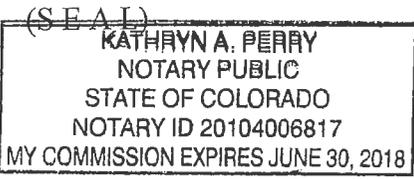
By: _____
Emilio Alba, Principal

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

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°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:

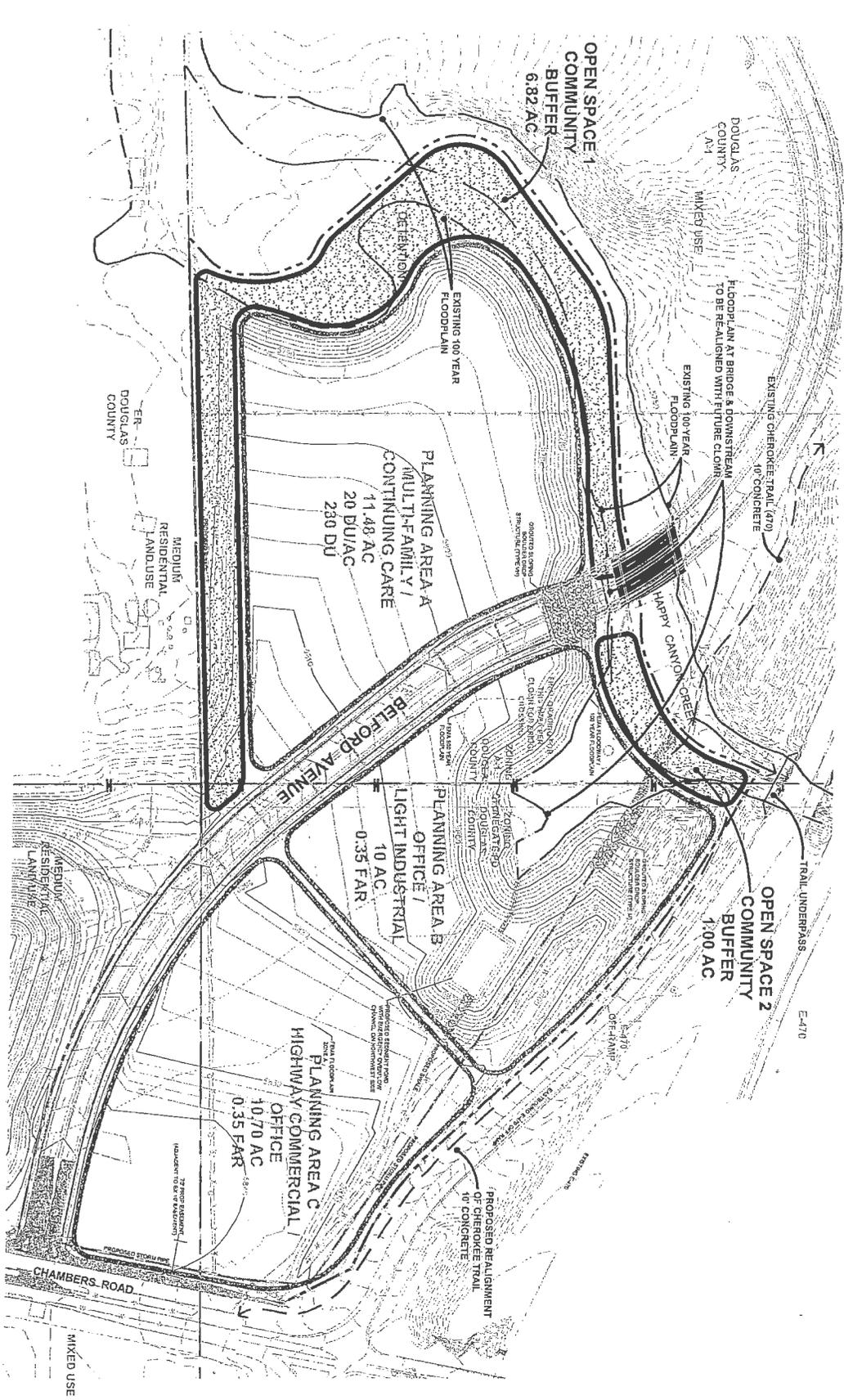
- 1) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA OF 01°35'22", A RADIUS OF 3005.03 FEET, AN ARC OF 83.36 FEET, AND A CHORD WHICH BEARS SOUTH 60°45'18" EAST, 83.36 FEET;
- 2) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 02°12'42", A RADIUS OF 2918.21 FEET, AND AN ARC OF 112.65 FEET;
- 3) ALONG 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;

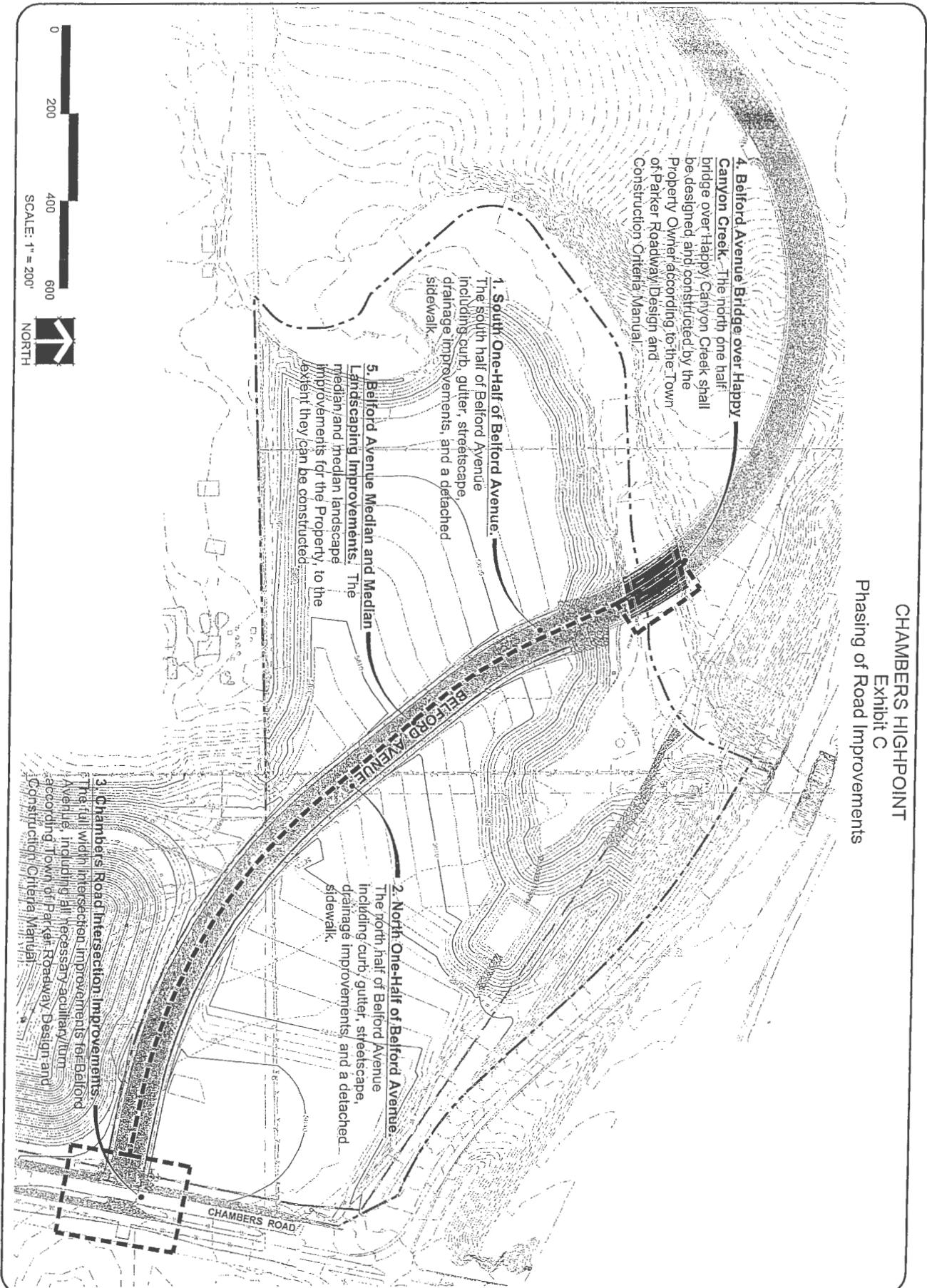
THENCE ALONG SAID SOUTH LINE, SOUTH 89°09'25" WEST, 112.21 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 44.35 ACRES, MORE OR LESS.

CHAMBERS HIGHPOINT
Exhibit B
Open Space and Trail Connections



CHAMBERS HIGHPOINT
Exhibit C

Phasing of Road Improvements



4. 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.

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. The full width intersection improvements for Belford Avenue, including all necessary auxiliary/turn 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 $43^{\circ}58'01''$, 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.

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:

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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.

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.

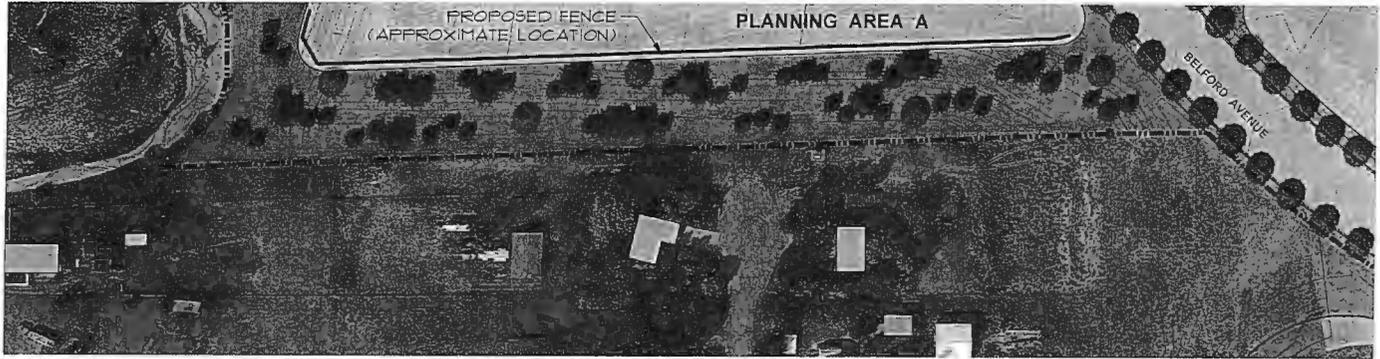
Commercial, Industrial and Multi-family Residential Design Standards

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.

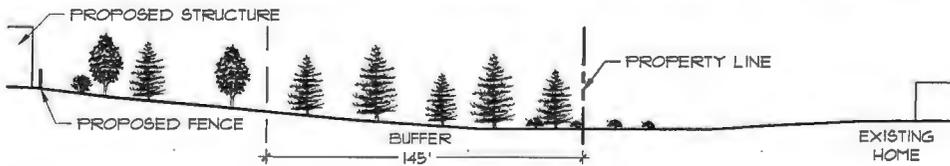
Conceptual Buffer Plan

See the following exhibit.

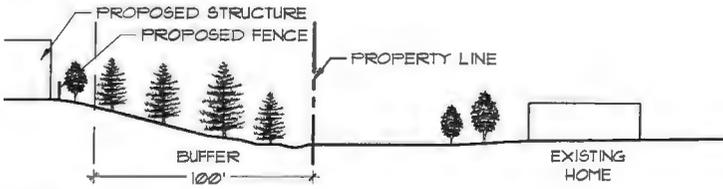


CONCEPTUAL BUFFER PLAN

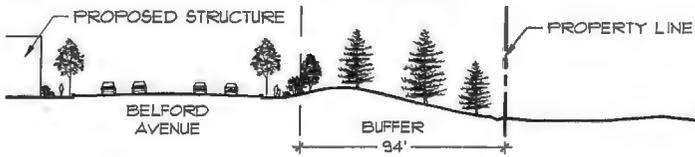
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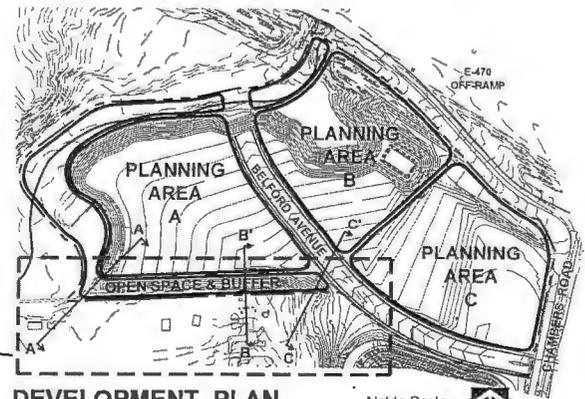
SECTION A Not to Scale



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, IN THE SOUTHEAST QUARTER OF SECTION 6, AND IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 68 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 SOUTHEAST QUARTER OF SECTION 6, AND IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 68 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 SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 5, AND THE WEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 8, THENCE CONTAINING ALONG SAID SOUTH LINE SOUTH 87°06'30" WEST, 350.36 FEET, MORE OR LESS; TO THE CENTERLINE OF HAPPY CANYON CREEK; THENCE ALONG SAID CENTERLINE, THE FOLLOWING TWENTY ONE (21) COURSES:

- 1) NORTH 48°44'52" EAST, 59.45 FEET;
- 2) NORTH 07°21'00" WEST, 40.51 FEET;
- 3) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 20°59'28", A RADIUS OF 100.00 FEET AND AN ARC OF 35.18 FEET;
- 4) NORTH 20°41'38" WEST, 39.38 FEET;
- 5) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 43°29'20", A RADIUS OF 50.00 FEET AND AN ARC OF 27.35 FEET;
- 6) NORTH 64°10'58" WEST, 23.43 FEET;
- 7) NORTH 87°51'15" WEST, 251.88 FEET;
- 8) NORTH 87°51'15" WEST, 251.88 FEET;
- 9) 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;
- 10) NORTH 83°32'58" EAST, 234.25 FEET;
- 11) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 33°25'14", A RADIUS OF 200.00 FEET AND AN ARC OF 116.86 FEET;
- 12) NORTH 85°38'10" EAST, 308.87 FEET;
- 13) NORTH 77°13'06" EAST, 135.79 FEET;
- 14) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 89°7'24", A RADIUS OF 500.00 FEET AND AN ARC OF 82.48 FEET;
- 15) SOUTH 89°32'06" EAST, 8.07 FEET;
- 16) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 43°48'01", A RADIUS OF 200.00 FEET AND AN ARC OF 85.73 FEET;
- 17) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 43°48'01", A RADIUS OF 200.00 FEET AND AN ARC OF 153.47 FEET;
- 18) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 22°05'50", A RADIUS OF 877.41 FEET, AND AN ARC OF 261.26 FEET;
- 19) SOUTH 88°12'24" EAST, 155.34 FEET;
- 20) SOUTH 10°56'33" WEST, 70.79 FEET;
- 21) 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 SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 5;

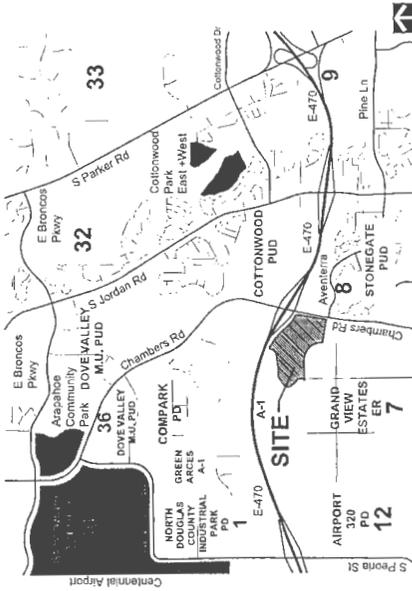
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING NINE (9) COURSES:

- 1) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA OF 01°38'22", A RADIUS OF 3005.03 FEET, AN ARC OF 83.36 FEET, AND A CHORD WHICH BEARS SOUTH 80°48'18" EAST, 83.36 FEET;
- 2) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 02°14'42", 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 1851.66 FEET, AND AN ARC OF 488.88 FEET;
- 4) SOUTH 42°11'51" EAST, 307.32 FEET;
- 5) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 22°05'50", A RADIUS OF 877.41 FEET, AND AN ARC OF 261.26 FEET;
- 6) SOUTH 88°12'24" EAST, 155.34 FEET;
- 7) SOUTH 10°56'33" WEST, 70.79 FEET;
- 8) 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 SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 5;

THENCE ALONG SAID SOUTHWEST QUARTER OF SECTION 5, CHAMBERS ROAD, AS PLATTED IN STONEGATE FILING NO. 16, THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF HIGHWAY 107-56087-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) SOUTH 82°32'28" WEST, 710.41 FEET TO THE SOUTHWEST CORNER 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.



VICINITY MAP

SCALE: 1:2000

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, _____ A.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

L. 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. 288083843, A.C.E. INC. UNDER JOB NO. 1272, AND EXHIBITS AND LEGAL DESCRIPTIONS PREPARED BY SURVEY SYSTEMS, INC. UNDER JOB NO. 2009-34841-035, AS PROVIDED TO TST INC. OF DENVER BY COMPARK 190, LLC.

REGISTERED LAND SURVEYOR _____ DATE _____

SHEET INDEX

- 1 COVER SHEET
- 2 DEVELOPMENT PLAN

CHAMBERS HIGHPOINT
PLANNED DEVELOPMENT
DEVELOPMENT PLAN

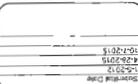
Planner/Landscape Architect
Henry Design Group
1501 Wazee Street, Suite 1-4
Denver, Colorado 80202
(303) 746-2338

Engineer
TTG
9232 Tudy Lane
Greenwood Village, CO 80111
(303) 794-6557

Owner
Compark 190, LLC
c/o E.S. Albaugh
1501 Wazee Street, Suite 1-4
Greenwood Village, CO 80111
(303) 794-6557

Sheet
1

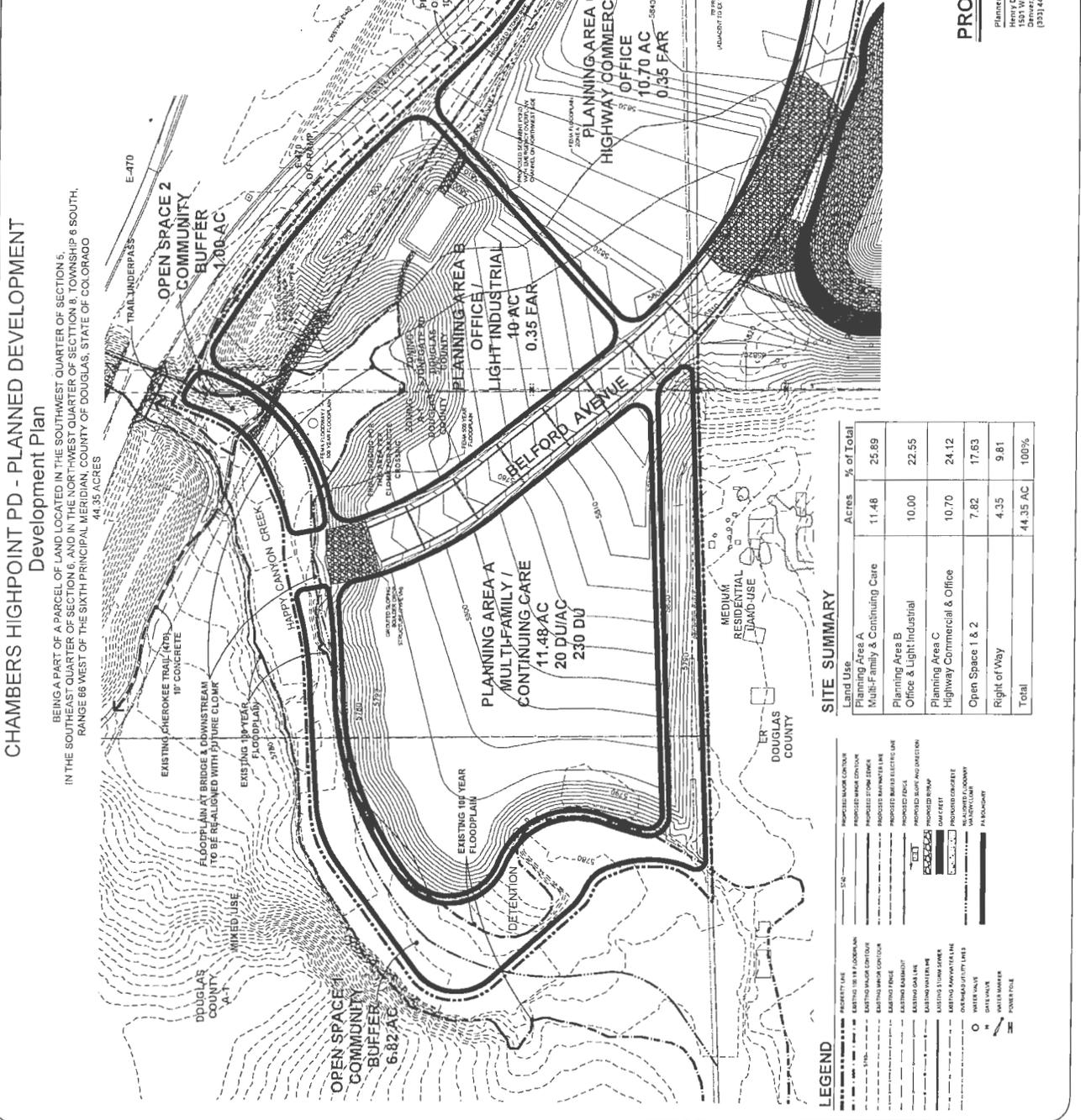
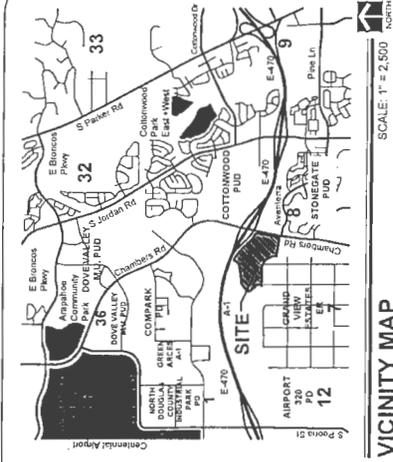
1 of 2



CHAMBERS HIGHPOINT PD - PLANNED DEVELOPMENT

Development Plan

BEING A PART OF 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
44.35 ACRES



SITE SUMMARY

Land Use	Acres	% of Total
Planning Area A Multi-Family & Continuing Care	11.48	25.89
Planning Area B Office & Light Industrial	10.00	22.55
Planning Area C Highway Commercial & Office	10.70	24.12
Open Space 1 & 2	7.82	17.63
Right of Way	4.35	9.81
Total	44.35 AC	100%

LEGEND

- PROPERTY LINE
- EXISTING 15' FLOODPLAIN
- EXISTING 100-YEAR FLOODPLAIN
- EXISTING MAJOR CONDUIT
- EXISTING MINOR CONDUIT
- EXISTING STORM SEWER
- EXISTING SANITARY LINE
- EXISTING GAS LINE
- EXISTING WATER LINE
- EXISTING 1500 PSI GAS
- EXISTING 600 PSI GAS
- EXISTING 4" WATER MAIN
- EXISTING 12" WATER MAIN
- EXISTING 18" WATER MAIN
- EXISTING 24" WATER MAIN
- EXISTING 30" WATER MAIN
- EXISTING 36" WATER MAIN
- EXISTING 42" WATER MAIN
- EXISTING 48" WATER MAIN
- EXISTING 54" WATER MAIN
- EXISTING 60" WATER MAIN
- EXISTING 66" WATER MAIN
- EXISTING 72" WATER MAIN
- EXISTING 78" WATER MAIN
- EXISTING 84" WATER MAIN
- EXISTING 90" WATER MAIN
- EXISTING 96" WATER MAIN
- EXISTING 102" WATER MAIN
- EXISTING 108" WATER MAIN
- EXISTING 114" WATER MAIN
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- EXISTING 726" WATER MAIN
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- EXISTING 1476" WATER MAIN
- EXISTING 1482" WATER MAIN
- EXISTING 1488" WATER MAIN
- EXISTING 1494" WATER MAIN
- EXISTING 1500" WATER MAIN

- #### UTILITY PROVIDERS
- ELECTRIC
 - GAS
 - TELEPHONE
 - WATER & SEWER
- #### NOTES
- 1) EXISTING ZONING: AGRICULTURAL - ONE & STONEGATE P.D. DOUGLAS COUNTY
 - 2) PROPOSED ZONING: PD-PLANNED DEVELOPMENT
 - 3) PROPERTY LOCATED WITHIN THE CENTENNIAL PLANNED DEVELOPMENT DISTRICT. REFER TO THE AVIATION AND HAZARD EASEMENT BOOK 485, PAGE 234
 - 4) THE FLOODPLAIN HAS BEEN DESIGNATED BY THE FEDERAL FLOOD INSURANCE RATE MAP, COMMUNITY MAP NO. 0606350008F AND COMMUNITY NO. 0606350008F, DATED 8 SEPTEMBER 30, 2005

PROJECT TEAM

Planner/Landscape Architect
 TTD
 1500 W. STATE ST. SUITE 1-C
 DENVER, COLORADO 80202
 (303) 444-5288

Engineer
 TTD
 1500 W. STATE ST. SUITE 1-C
 DENVER, COLORADO 80202
 (303) 733-1111

Owner
 Chamber 110, LLC
 8300 East Partridge Ave.
 Greenwood Village, CO 80111

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 7.82 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

STONEGATE VILLAGE
METROPOLITAN DISTRICT (AS TO
PARAGRAPHS 3)

By: Sue Blair
Sue Blair, District Manager

ATTEST:


KENT WIMBUSH, ASSET MANAGER [name/title]
HAMPTON PARTNERS

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°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.

CHAMBERS HIGHPOINT
Exhibit C
Phasing of Road Improvements

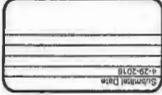
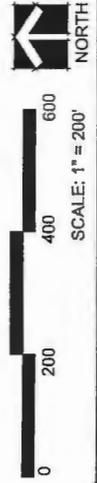
4. Belford Avenue Bridge over Happy Canyon Creek. The north one half bridge over Happy Canyon Creek shall be designed and constructed by the Property Owner according to the Town of Parker Roadway Design and Construction Criteria Manual.

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. The full width intersection improvements for Belford Avenue, including all necessary auxiliary/turn according to Town of Parker Roadway Design and Construction Criteria Manual.



TTG
TMAD TAYLOR & GAINES

THE HENRY DESIGN GROUP
1400 W. UNIVERSITY AVENUE, SUITE 100
DENVER, CO 80202
PHONE: 303-733-7348 FAX: 303-733-7349

CHAMBERS HIGHPOINT
PHASING OF ROAD IMPROVEMENTS
EXHIBIT C

Sheet
1
1 of 1



**Community Development Department Memorandum
Development Review Division**

To: Town of Parker Planning Commission

From: Patrick Mulready, Senior Planner 
Bryce Matthews, Comprehensive Planning Manager 

Through: John Fussa, Community Development Director

Date: June 09, 2016

Regarding: Public Hearing:
Chambers Highpoint Planned Development – Zoning
[Case No. Z15-0017]

**Section I.
Subject & Proposal:**

Location: Southwest corner of Chambers Road and E-470

Applicant: Karen Henry, Henry Design Group

Proposal: The applicant proposes to rezone a 44.35 acre parcel to Planned Development (PD) as part of a related annexation request. The applicant proposes a mixture of uses including multi-family residential, highway commercial, office/light industrial and open space associated with Happy Canyon Creek and the community separation buffer from Grandview Estates.

**Section II.
Background:**

History: The subject property is within the Town's Urban Growth Boundary area as defined by the Intergovernmental Agreement (IGA) between the Town and Douglas County. There have been no previous attempts to develop this property.

Site Data: The subject property is slightly higher than the adjacent E-470 right-of-way but slopes to a low point near Happy Canyon Creek. It is currently undeveloped and unimproved.

Land Use Summary Data:

Total Area: 44.35 acres

Zoning: A1 – Agricultural in Douglas County

Existing Use: Currently vacant and undeveloped.

**Surrounding Zoning
& Land Use:**

North: E-470 and Compark Village PD. Permitted uses include office/light industrial. The Town approved an application by IREA to construct an electrical substation adjacent to Happy Canyon Creek north of E-470 in 2015.

West: Compark Village South PD. Approved uses include Happy Canyon Open Space, single-family residential and multi-family residential and commercial/office. The site is currently undeveloped.

South: Grandview Estates Subdivision in unincorporated Douglas County. Zoned ER-Estate Residential, the existing neighborhood consists of five to ten acre residential lots.

East: Stonegate PD. Existing zoning permits mixed use commercial and residential. The parcel immediately east of the subject is property is currently undeveloped.

Section III.

Analysis:

The entirety of the area under this rezoning request is within the Town's Urban Growth Boundary area. The IGA between the Town and Douglas County specifies that properties within this boundary area must approach the Town concerning annexation should they propose to rezone.

The Chambers Highpoint PD proposes 11.4 acres of multi-family residential at 20 dwelling units per acre. The Development Guide for Chambers Highpoint specifies that this land could also be developed as a continuing care community for seniors. The proposal also includes 10 acres of office/light industrial to the northeast of the multi-family land use area and 10.7 acres of highway commercial adjacent to Chambers Road. All of these parcels will be accessed from the extension of Belford Avenue as it crosses Happy Canyon Creek from the Compark Village South PD and connects to Chambers Road.

Happy Canyon Creek and a 100-foot-buffer area between the multi-family residential designation and the existing Grandview Estates will comprise the dedicated open space for this parcel. Total open space is 7.82 areas in area. The remaining 4.43 acres is the Belford Avenue right of way.

Utilities:

The Chambers Highpoint PD is within the Stonegate Metropolitan District. The Town has received a Will Serve letter from Stonegate Metropolitan District concerning their ability to provide water and sanitary sewer services. Xcel Energy and IREA also serve the site.

Major Roads, Access and Circulation:

The major arterials around the site have already been constructed. Planned internal roadways include Belford Avenue, a major collector, from Chambers Road to Happy Canyon Creek where a bridge will connect it to Compark Village South.

Section IV.

Additional Staff Findings:

The Town of Parker Land Development Code, §13.04.240(f), specifies nine criteria to be used in evaluating zoning requests. If the proposed use meets these criteria, or can meet them subject to reasonable mitigation conditions, the use may be approved.

1. A need exists for the proposal.

The Town's Charter requires that properties be zoned contemporaneously with annexations. Therefore, a need exists to establish Town of Parker jurisdictional zoning should Council decide to accept the annexation request.

2. The particular parcel of ground is indeed the correct site for the proposed development.

The proposed PD Zoning incorporates a variety of internal land use areas ranging from multi-family residential to commercial and office/light industrial. The non-residential uses would abut E-470. An open space buffer separates the multi-family residential area from Grandview Estates. These uses are consistent with the Master Plan's recommendations for land uses in this area.

3. There has been an error in the original zoning, or;

Not applicable

4. There have been significant changes in the area to warrant a zone change.

The completion of E-470 has changed the character of the land uses along the tollway corridor. The transition in uses has included more intensive commercial and light industrial or office adjacent to E-470 with residential uses of varying density set back from this. The proposed Chambers Highpoint PD continues this established pattern.

In addition, the approval of Compark Village South in 2015 established a corridor for a new roadway between Peoria Street and Chambers Road. Designed as Belford Avenue, Chambers Highpoint will participate with Compark Village South in the construction of this roadway as well as the bridge over Happy Canyon Creek.

5. Adequate circulation exists and traffic movement would not be impeded by the development.

The applicant proposes the construction of Belford Avenue as a major collector classification roadway from Chambers Road west to a future bridge at Happy Canyon Creek. This road will provide internal access to both Chambers Highpoint and Compark Village South. The intersection of Chambers Road and Belford Avenue will be signalized as it is anticipated traffic volumes will necessitate a signal at this location.

6. Additional municipal service costs will not be incurred which the Town is not prepared to meet.

No significant additional municipal service costs will be incurred by the Town due to the establishment of zoning for these properties. The proposed annexation proposes 20.7 acres of commercial and office/light industrial area. The Town's Finance Department has determined that this property will not be subject to a deficit reduction fee.

7. There are minimal environmental impacts, or impacts can be mitigated.

There are no additional environmental impacts created by zoning these properties. The Happy Canyon Creek floodplain will be preserved as open space. There are no known wildlife habitat areas on-site outside of the Happy Canyon Creek migratory corridor.

8. The proposal is consistent with the Town of Parker Master Plan maps, goals and policies.

The Parker 2035 Master Plan identifies these properties as being located within the E-470 Corridor/Mixed Use. The Master Plan contains the following language concerning this area:

This Character Area will allow residents to walk and bicycle to their daily needs including retail, employment and recreation through a blend of compatible land uses, public amenities and an integrated multimodal transportation system. Land uses appropriate within this Character Area include a variety of higher intensity uses including multifamily, senior housing, assisted-living facilities, office, retail and restaurants. No one land use will dominate the overall development pattern within this Character Area.

The applicant's proposed internal arrangement of land use areas is consistent with the Master Plan's recommendation for this area.

9. There is adequate water and sewage disposal, water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land use(s).

Stonegate Metropolitan District will provide water and sanitary sewer service to the property. A Will Serve letter from Stonegate has been provided to the Town. All internal parks and open space will be owned by either a Homeowners' Association or an internally formed Metropolitan District. The Douglas County School District has requested cash in-lieu of 0.858 acres of land dedication for a school site. These provisions will be satisfied at the time of the first final plat for the property.

Section V.

Referral Agency Comments:

Below are the condensed versions of referral responses received from affected agencies:

Town of Parker Engineering Dept.:

Has comments pertinent to triggers within the annexation agreement for construction or payment of certain public improvement obligations. This has been addressed within the agreement.

Engineering will more closely evaluate the alignment of Belford Avenue during reviews of the forthcoming plat for the property.

Town of Parker Fire/Life Safety:

No comment

Town of Parker Comprehensive Planning:

Finds the plan generally consistent with the Town's Master Plan but requests specific language changes to the list of permitted uses in certain land use areas. These changes were incorporated into the last revision of the Development Guide.

Town of Parker Economic Development:

Finds that the mix of land use areas is consistent with the Town's Master Plan but is disappointed some of the specific uses permitted at the intersection of Chambers and Belford are not more robust.

Town of Parker Finance Department:

No comment

Town of Parker Police Department:

No comment

E-470 Highway Authority:

No comment

Douglas County Assessor's Office:

No comment

Douglas County Planning:

No Comment

Douglas County School District:

Requests fee in-lieu of 0.858 acre land dedication. The School District did not request a capital mitigation fee. These provisions have been included in the Annexation Agreement.

City of Lone Tree:

No comment

Urban Drainage & Flood Control District:

Requests review of project as it moves into subdivision design.

IREA:

No comment

Xcel Energy (Public Service Company):

No comment

CenturyLink Communications:

No comment

**Grandview Estates Rural Water
Conservation District:**

No comment

Grandview Estates Homeowners

Association:

No comment

Centennial Airport Authority:

Opposes residential uses within the Airport Influence Area, but requests that a seven day noise study be conducted on the residential portion of the project and that avigation easements and overflight disclosures be required for future residents of the residential area.

Section VI.

Recommendation:

Staff recommends that the Planning Commission recommend that Town Council approve the zoning request for the Chambers Highpoint Planned Development.

Section VII.

Attachments:

1. Vicinity Map
2. Development Guide and Plan
3. Referral Agency Comments

Section VIII.

Proposed Motion(s):

"I move the Planning Commission recommend Town Council approve the Chambers Highpoint Planned Development zoning request."

Memorandum

To: Patrick Mulready, Senior Planner
Date: November 16, 2015
From: Tom Williams, P.E., Manager of Engineering and Stormwater
Cc: Alex Mestagh, P.E., Senior Development Review Engineer
David Aden, P.E., Traffic Engineer
File

Subject: Chambers Highpoint Annexation and Zoning – 2nd Public Works Review

The Public Works Department has reviewed the documents submitted for Chambers Highpoint Annexation & Planned Development/Zoning. The submittal consisted of the following documents:

<u>Document</u>	<u>Date</u>
PD Guide	October 12, 2015
Conceptual Drainage Report	October 5, 2015
Development Plan	October 7, 2015
Traffic Impact Analysis	October 8, 2015

The Chambers Highpoint site is located at the southwest corner of E470 and Chambers Road. The following comments shall be addressed prior to approval of the submitted plans:

Traffic and Roadway Review Comments

The following comments concern traffic, access, roadway design, and construction standard issues for the subject property. They are based upon our review of the submittal documents in accordance with the criteria presented in the Town of Parker's Roadway Design and Construction Criteria, as revised, November 2012. Additional referenced in regulatory and planning documents may have been utilized in the review, and are the comments where appropriate.

Annexation and PD General Comments

1. Please verify that the alignment of Belford Avenue, as shown on the Development Plan, is consistent with the concept design prepared by the adjacent developer of the Compark South Property.

2. Please refer to the Public Works review memo dated June 29, 2015 for the roadway and traffic public improvements obligations associated with the development of this property. These obligations will be codified in the associated annexation agreement for the Property.

Traffic Study

1. No further comments at this time. However, an updated Traffic Impact Study will be required at the time of platting/site plan to ensure site access spacing/type has been properly analyzed.

Stormwater Review Comments

The following comments concern drainage, erosion and sediment control, and non-point source pollution control issues for the subject property. They are based upon our review of the submittal documents against the criteria presented in the Town of Parker's, *Storm Drainage and Environmental Criteria Manual (SDECM)*, as revised, February 2014. Additional regulatory and planning documents were utilized in the review, and are referenced in the comments where appropriate.

General

1. Please refer to the Public Works review memo dated June 29, 2015 for the stormwater public improvements obligations associated with the development of this property. These obligations will be codified in the associated annexation agreement for the Property.

Conceptual Drainage Report

1. No further comments.

The submittal is in general conformance with the Town of Parker's *Storm Drainage and Environmental Criteria Manual* and/or the *Roadway Design and Construction Criteria Manual*. An attempt has been made to identify all of the items that do not meet the Town of Parker's design criteria; however, it remains the developer's responsibility to ensure that all criteria are met.

If you have any questions regarding the comments please do not hesitate to call Tom Williams at (303) 840-9546.



Community Development Department Memorandum

To: Patrick Mulready, Planner

From: Bryce Matthews, AICP, Comprehensive Planning Manager

Date: June 29, 2015

Regarding: Chamber Highpoint Planned Development

The Comprehensive Planning Division has had the opportunity to review the Chambers Highpoint Development Plan with the PD map dated April 28, 2015 and the PD guidelines dated May 20, 2015 and offers the following comments:

Compliance with the Master Plan

The Chambers Highpoint PD is located in the Mixed Use character area in the E-470 Corridor and includes portions of a Highway Commercial Center; all described in the Parker 2035 Master Plan.

The Mixed Use character area is generally described as follows:

This Character Area will allow residents to walk and bicycle to their daily needs including retail, employment and recreation through a blend of compatible land uses, public amenities and an integrated multimodal transportation system. Land uses appropriate within this Character Area include a variety of higher intensity uses including multifamily, senior housing, assisted-living facilities, office, retail and restaurants. No one land use will dominate the overall development pattern within this Character Area. Single family detached residential uses and residential at less than 10 dwelling units per acre are not appropriate in this area. Densities may be reduced as a transition to adjacent residential development.

The Highway Commercial Center is generally described as follows:

Located at major intersections along E-470 these Centers overlay other Character Areas and the land uses may also focus on the demands of the traveling public and the needs of residents returning to or leaving Parker. Appropriate uses in these areas include those of the underlying Character Areas, but also contemplate uses such as convenience retail with gas stations and hotels.

Generally the uses proposed in this PD comply with the Master Plan, however the list and breadth of permitted uses in all of the planning areas needs to be refined.

Uses in Planning Area A should focus on multifamily development with the potential for ancillary commercial uses to be more compatible with the zoning to the south and east across the open space.

Planning Area B is the only site that is appropriate for light industrial uses. Office and commercial uses that are not highway oriented are also appropriate in this area.

Uses in Planning Area C should focus on retail and commercial uses and may include highway oriented uses such as gas stations and car washes. Residential uses should not be permitted within this planning area.

In order to meet the intent of the Master Plan, the PD should establish a minimum density of 10 dwelling units per acre for areas that allow residential uses.

Definitions

Any definition that is already in the land development code should not be shown in the Planned Development Guide.

Land Uses

The following comments are specific to the PD's land uses permitted by right and use by special review. These land use revisions reflect recommendations based on the Parker 2035 Master Plan, land area constraints and compatibility with surrounding uses.

Floodplain – All areas that are currently floodplain should be noted as open space.

Residential – A minimum of 10 dwelling units per acre may not be achievable through single family attached units.

Indoor self-storage – Indoor self-storage is not appropriate at this location and should be removed from the PD.

Light industrial – All light industrial uses such as, but not limited to, wholesale businesses, office warehouse and office showroom are only appropriate in Planning Area B

Auto related uses - Auto related uses such as, but not limited to, service stations and car washes are only appropriate in Planning Area C.

Supporting land uses – Please remove cultural facilities, libraries, police station, sports stadium, community information center and fire stations from all land uses. Please remove schools from Planning Area C

Congregate care, assisted living, convalescent home... - These types of uses are only appropriate in Planning Area A.

Movie theater – Please remove movie theater from the list of uses in this PD

Parking lot – The parking lot/RTD Park-n-Ride is only appropriate in Planning Area B and would have to be developed on coordination with private development as a TOD.

The Town has nearly completed a Planned Development searchable data base. As a part of this data base the Town is establishing 'uniform uses' to use the same text to consistently describe land uses. Based on these changes please use the following residential land use titles:

- Single Family Attached Dwellings*
- Multifamily
- Places of Religious Assembly
- Accessory structures and uses
- Open Space
- Parks
- Neighborhood Recreational Centers and Facilities*
- Group Home*
- Assisted Living Residence*
- Long Term Care Facility/Nursing Home

* *These items need to be defined*

Based on these changes please use the following commercial uniform land use titles where appropriate:

- Retail
 - (1) Grocery store
 - (2) Convenience retail shopping facilities, including but not limited to:
 - a. drug stores
 - b. liquor stores
 - c. convenience grocery
 - (3) Specialty retail including but not limited to:
 - a. art gallery
 - b. antiques
 - c. artisan shops
 - d. gift shop
 - e. pet shops
 - f. florists
 - g. book store
 - h. stationery stores
 - i. retail food specialty shops which sell food products not intended to be consumed on the premises
 - j. butcher shops
 - k. candy stores
 - l. bakeries
 - m. doughnut shops
 - n. dairy product shops
 - o. toy and game stores
 - p. battery and accessory stores
 - q. bicycle stores
 - r. music stores
 - s. sporting goods store
 - (4) Hardware and building material stores
 - (5) General retail merchandise and apparel shops, including but not limited to:
 - a. junior department stores
 - b. craft and hobby stores
 - c. discount department stores
 - d. clothing stores
 - e. shoe stores

- f. furniture stores
- g. household appliance stores
- h. floor covering, drapery and upholstery stores
- i. electronics stores
- j. cosmetic store;

(6) Development Sales and Marketing Center

- Eating and Drinking Establishments

- (1) restaurants
- (2) fast food, drive-through or carryout restaurants
- (3) ice cream parlors
- (4) coffee shops
- (5) delicatessens
- (6) lounge, bar or microbrewery

- Personal Services

- (1) Convenience service establishments, including but not limited to:
 - a. barber shops and beauty salons
 - b. dry cleaners and laundries
 - c. photo studio
 - d. shoe repair shops
 - e. watch or jewelry repair
 - f. travel agency
- (2) day care centers
- (3) health clubs

- Entertainment, Indoor

- (1) bowling alleys
- (2) skating rinks (both ice and roller)
- (3) pool halls
- (4) arcade amusement centers

- General Office and Professional Services

- (1) business and professional offices
- (2) medical and dental offices and clinics
- (3) banks and other financial service establishments, with or without drive-through facilities

- Lodging

- (1) hotels and motels
- (2) bed and breakfast

- Motor Vehicle

- (1) gasoline stations
- (2) auto repair centers
- (3) tire sales and service
- (4) auto parts stores
- (5) car wash

- Institution of Higher Education
- Vocational Trade School

Based on these changes please use the following light industrial uniform land use titles where appropriate:

- Light manufacturing
- Office warehouse/flex office
- Research and development
- Wholesale sales and distribution
- Retail showroom with warehouse

Please customize this list to meet the needs of your planning areas as described above. Staff has attempted to ensure that the uniform land use list above does not preclude any land uses currently proposed in the PD. If there is a uniform land use that needs to be addressed, please do not hesitate to contact staff.

Open Space, Trails and Greenways Master Plan

The Land Development Code goal of 20% open space is calculated at zoning with a Planned Development, in this case the applicant has provided 17.63% open space. With the reclassification of the floodplain in Planning Area B the applicant should be able to achieve the 20% goal.

The Open Space Trails and Greenways Master Plan seeks to create an interconnected trail system serving residential and commercial areas throughout Town. This site is adjacent to the E-470 trail, Chambers Road (an important pedestrian and bicycle through connection) and the future Happy Canyon Trail. The applicant should show trail connectivity both on site and to off site trails.

Transportation Master Plan (2014)

Roadway alignments and connectivity are in compliance with the Roadway Network Map in the Parker 2035 Master Plan. Through the subdivision and site plan process the Town will continue to seek consistency with the Parker 2035 Master Plan and the Transportation Master Plan including:

- Development patterns that include connectivity between neighborhoods through local roads and trail links.
- A multi modal approach contemplating the movement of pedestrians, bicyclists and vehicles within and between sites.
- Integrating land use and the transportation system at a more refined level.

The applicant should ensure that commercial areas extend an adequate distance from the intersection to allow the level of access desired by future users.

Matt Carlson
Economic Development 25
7/15/2015 10:48:29 AM

Economic Development is in general agreement with the zoning as proposed with the following exceptions:

- 1) The development's location in relation to existing residential development and the overall nature of development in the area does not lend itself to development of light industrial uses and would recommend removal of light industrial as an allowed use in all three planning areas
- 2) The multi-family/mixed use nature of the development suggests the commercial/office uses allowed be limited to supporting retail, office and general retail.
- 3) The expressed desire in the 2035 Master Plan for commercial/retail development at the Belford/Chambers intersection suggests a more robust mix of uses but still limited to commercial/office/retail uses rather than light industrial.



November 2, 2015

Patrick Mulready
Town of Parker
Community Development Department
Town Hall
20120 East Mainstreet
Parker, CO 80138

RE: Chambers Highpoint PD, ANX 15-0005, Z15-0017

Dear Mr. Mulready;

Thank you for the opportunity to respond to the above referenced application.

Douglas County School District (DCSD) does have a comment regarding this application that we would like to resolve prior to approval. DCSD has calculated the amount of land this project would generate and it totals 0.858-acres. Since this amount of land is not enough to serve as a school site or other school purposes, DCSD would ask for cash-in-lieu of land.

Pursuant to Section 13.07.140 (d), (6), (c) of the Parker Development Code, "The cash-in-lieu fee shall be equivalent to the full market value of the acreage required for school land dedication. Value shall be based on anticipated market value after completion of platting and construction of public improvements. The applicant shall submit a proposal for the cash-in-lieu-fee and supply the information necessary for the Town Council to evaluate the adequacy of the proposal. This information shall include at least one (1) appraisal of the property by a qualified appraiser."

We would like to have this agreement as a condition of approval for the application to move forward. Once we receive that confirmation, DCSD fully supports this application for approval. Thank you for your support of our mutual constituents!

Sincerely,

SCO Consulting, LLC

A handwritten signature in cursive script that reads "Steve Ormiston".

Steve Ormiston
Consultant to DCSD



CENTENNIAL AIRPORT
ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY

7800 South Peoria Street, Unit G1
Englewood, Colorado 80112
main: 303.790.0598
fax: 303.790.2129
www.centennialairport.com

June 23, 2015

Mr. Patrick Mulready
Town of Parker Community Development
20120 E. Mainstreet
Parker, CO 80138

Re: CHAMBERS HIGHPOINT PD--Z15-0017

Dear Mr. Mulready,

Thank you for the opportunity to review the Annexation and Rezoning for Douglas County A-1 to multifamily, commercial, and light industrial use. Due to the location of the proposed annexation and its proximity to the Airport, the Arapahoe County Public Airport Authority opposes all residential components of this development. We have the following comments to make on the project:

- The proposed development lies within the Restricted Development Area (RDA) of the Airport Influence Area (AIA). Based on the Airport's Land Use Guidelines, all new residential and other noise sensitive developments are prohibited within the RDA. This development will be subjected to numerous aircraft over flights at low altitudes and their associated effects. These effects include, but are not limited to: noise, smoke, dust, fumes and vibrations.
- Avigation Easements and Overflight Disclosers are required for residential development within the AIA. These documents ensure that home buyers understand that they are buying a house that is in close proximity to an airport. Please forward a copy of the executed Avigation Easement and Overflight Disclosure statement to our office for our records.
- A residential 7-day noise test is recommended using single noise event levels (SEL). It is highly recommended for this proposed development, if approved, to have verified interior noise attenuation at or below 45 db.
- Any objects on the site (including cranes used during construction) that penetrate the FAA Part 77 airspace surface, or that could impede signals associated with navigational equipment will require filing and approval of FAA Form 7460-1. Please visit <https://oeaaa.faa.gov> for more information and to file FAA Form 7460-1. Please note that this is a State and Federal regulatory requirement. In addition, please have crane operators advise the airport prior to erecting the crane.



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7800 South Peoria Street, Unit G1
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main: 303.790.0598
fax: 303.790.2129
www.centennialairport.com

Please feel free to call me if you have any questions.

Sincerely,

Scott Drexler
Noise & Planning Specialist

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 contained within the Chambers Highpoint 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 Chambers Highpoint 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 Chambers Highpoint 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 Chambers Highpoint 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 Chambers Highpoint including the type, location and boundaries of land use area as shown on the Chambers Highpoint 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 Chambers Highpoint 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.

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

CHAMBERS HIGHPOINT PD

- Dormitories
- Parks, plazas and playgrounds
- Private neighborhood recreational facilities
- 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

CHAMBERS HIGHPOINT PD

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 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

- 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

CHAMBERS HIGHPOINT PD

2. Minimum Lot Area
None

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

CHAMBERS HIGHPOINT PD

- 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)

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.



ITEM NO: 9D
DATE: 06/20/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: WESTCREEK PROPERTY

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

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

Rosemary Dietsch

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 respond to market conditions and achieve greater efficiency in development. NexGen also proposes to modify the Development Guide to allow a greater range of uses within the multi-family residential areas of Westcreek including a senior citizens independent living facility.

PRIOR ACTION:

The Westcreek PD District was approved in 2005 as a mixed-use 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. On June 6, 2016, Town Council approved 3.228.1 on first reading.

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

NexGen Properties acquired the Westcreek property out of foreclosure in 2013 and has been actively marketing the property to prospective developers. The ownership group now has interest from a multi-family residential 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 rearrange internal land use areas and provide additional permitted land uses within the multi-family residential area. The modifications proposed will also relocate internal land uses intended for medical office use and commercial/residential mixed-use.

The Parker 2035 Master Plan identifies these properties as being located within the E-470 Corridor with the Regional Retail Character Area and the Mixed-Use Residential Emphasis Character Area. The Regional Retail Character Area is located east of Twenty Mile Road and recommends large format retail and commercial uses serving local and regional needs. The Mixed-Use Residential Emphasis Character Area is located west of Twenty Mile Road and recommends multi-family housing including assisted living facilities with bicycle and pedestrian access to nearby retail and services.

RECOMMENDATION:

Staff recommends Town Council approve Ordinance 3.228.1 on second reading. On June 9, 2016, Planning Commission recommended Town Council approve the PD Amendment request.

PREPARED/REVIEWED BY:

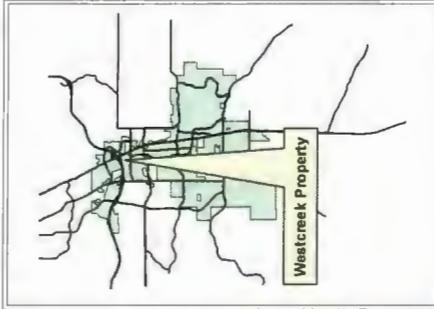
Patrick Mulready, Senior Planner; Bryce Matthews, Comprehensive Planning Manager; John Fussa, Community Development Director; James S. Maloney, Town Attorney

ATTACHMENTS:

1. Vicinity Map
2. Ordinance 3.228.1
3. Planning Commission Staff Report

RECOMMENDED MOTION:

"I move to approve Ordinance No. 3.228.1 on second reading."



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 Records 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:

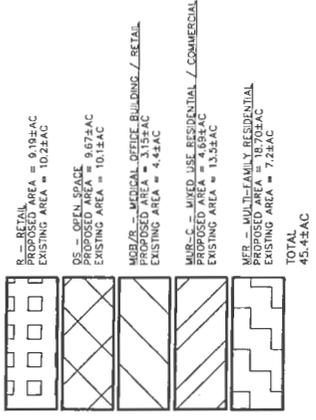
Preserve wildlife corridors and natural habitats.
Establish and maintain scenic lands.
Protect culturally significant lands.
Conserve landforms and natural resources.

a) Permitted land Uses:

Open Space

WESTCREEK DEVELOPMENT PLAN 1ST AMENDMENT PARKER, COLORADO

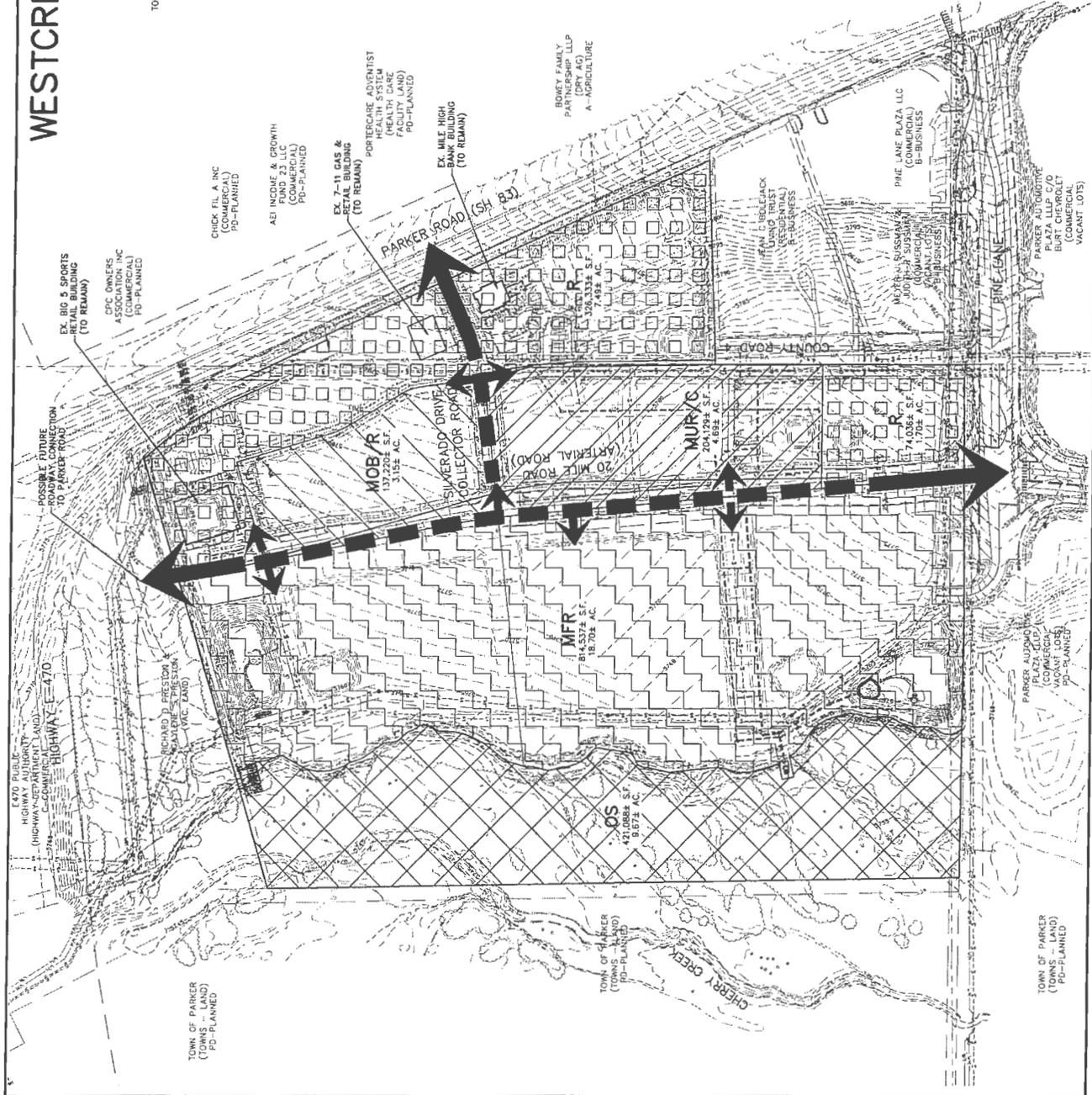
A PART OF THE NORTHWEST QUARTER OF SECTION 9 AND
THE NORTHWEST QUARTER OF SECTION 10,
TOWNSHIP 6 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS,
STATE OF COLORADO
45.394 ACRES



- UTILITY PROVIDERS FOR WESTCREEK
1. DRAINAGE - TOWN OF PARKER
 2. WATER - PARKER WATER & SANITATION DISTRICT
 3. WASTEWATER - PARKER WATER & SANITATION DISTRICT
 4. GAS - SOUTHWESTERN GAS SERVICE COMPANY
 5. ELECTRIC - INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION

APPLICANT / DEVELOPER
NEXGEN WESTCREEK HOLDINGS, LLC
1055 TECH CENTER
255 10TH AVENUE
GREENWOOD VILLAGE, COLORADO 80111

ENGINEER & SURVEYOR:
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**Community Development Department Memorandum
Development Review Division**

To: Town of Parker Planning Commission

From: Patrick Mulready, Senior Planner 
Bryce Matthews, Comprehensive Planning Manager 

Through: John Fussa, Community Development Director

Date: June 09, 2016

Regarding: Public Hearing:
Westcreek Planned Development, PD Amendment
[Case No. Z15-0005]

**Section I.
Subject & Proposal:**

Location: West of Parker Road and north of Pine Lane

Applicant: Jody Newton, Masterworks LLC
Sean Sjodin, NexGen Properties

Proposal: The applicant proposes to amend the Planned Development (PD) zoning for Westcreek by re-allocating internal land uses to reflect changes which have occurred since the original zoning was adopted.

**Section II.
Background:**

History: The Westcreek PD was adopted in 2005. It merged several differently zoned parcels into one unified PD. The initial intent behind the Westcreek PD was to create a mixed-use commercial, office and multi-family residential area. Final plat approval for the portion of Westcreek east of Twenty Mile Road occurred in 2006. The areas west of Twenty Mile Road currently exist as unbuildable tracts. Site plans for a Big-5 sporting goods store, 7-Eleven gas station/convenience store and a bank with drive-thru lanes were approved between 2007 and 2009. All three site plans were ultimately constructed. Also approved were site plans for a medical office building and a multi-tenant retail building. These plans were never built as a result of construction financing difficulties during an economic downturn.

Site Data: The approval of the final plat in 2006 allowed for grading and construction of public improvements to serve the property. The property has a slight grade down from Parker Road as it approaches Cherry Creek. Two regional detention ponds were constructed to manage stormwater run-off at the northwest and southwest corners of the property, respectively. Twenty Mile Road was platted as an arterial classification roadway in anticipation of a future connection to Parker Road as recommended by a 2006 Highway 83 Corridor Optimization Study conducted by CDOT and the Town. It is currently built in an interim state as current traffic volumes do not yet warrant a full arterial roadway.

Land Use Summary Data:

Total Area: 45.393 acres

Zoning: PD – Westcreek Planned Development in the Town of Parker

Existing Use: Graded and constructed with public improvements including Twenty Mile Road and Silverado Drive. Three lots within the first filing have been constructed based upon approved site plans.

**Surrounding Zoning
& Land Use:**

North: Kmeciak Parcel, zoned Modified C – Commercial; constructed as the Miramont Family Medical Clinic; E-470 right of way.

West: Cherry Creek Open Space Corridor and Trail dedicated to the Town with the platting of the Pine Lane Business Park in 1988

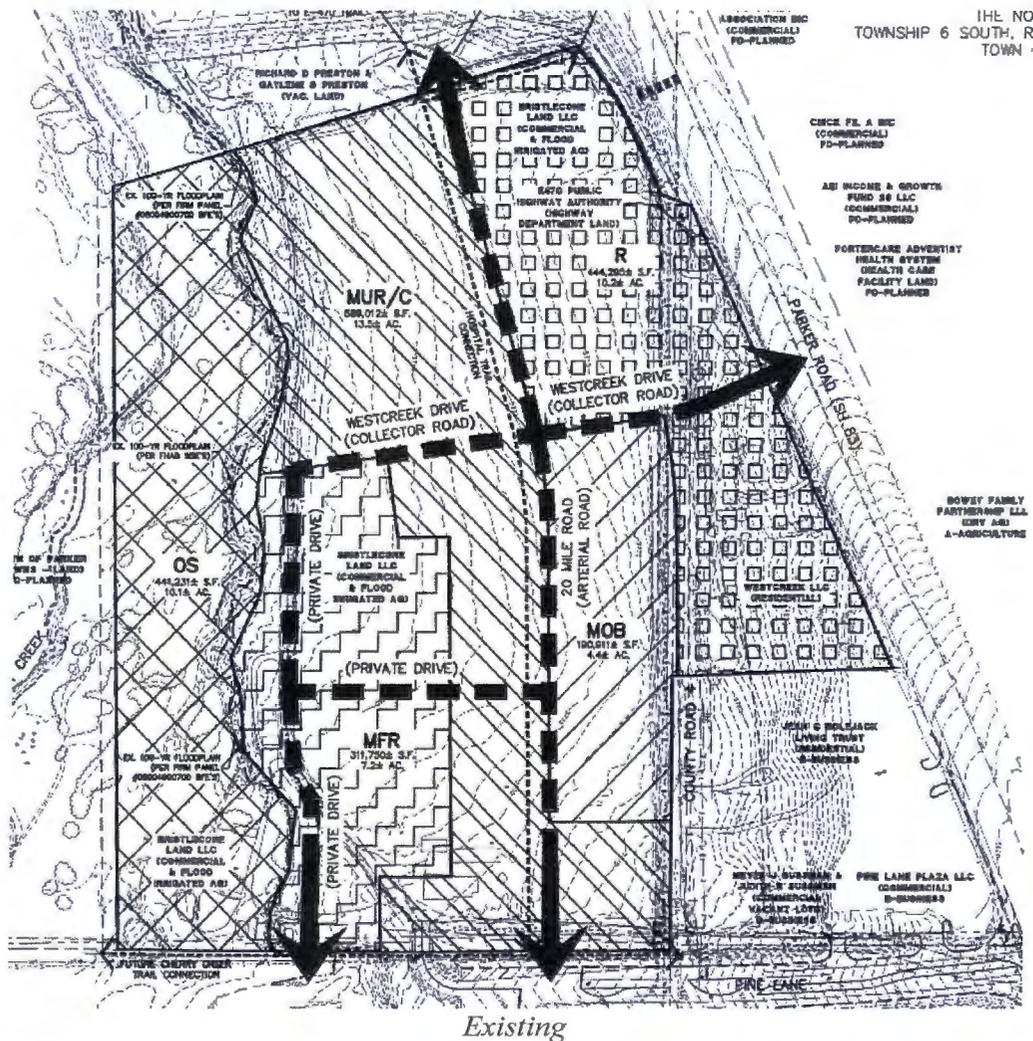
South: Parker Auto Plaza PD in the Town of Parker; fully improved with infrastructure but parcels are vacant, zoning allows for a mixture of commercial retail and office uses

East: Goblers Nob Subdivision in unincorporated Douglas County; B – Business zoning is in place on the property, one of the two lots has commercial structures on it and Parker Road right-of-way

**Section III.
Analysis:**

The Westcreek PD unified three parcels with different zonings under one unified set of zoning requirements. The intent was to establish internal land use areas for multifamily residential (MFR), retail (R), medical office building (MOB), mixed-use residential/commercial (MUR/C) and open space.

This is the currently approved arrangement of those internal land use areas:



The original developer of Westcreek lost the property in a foreclosure sale during the economic downturn of 2008-09. The new owner of Westcreek is NexGen Properties located in Greenwood Village. Since acquiring the property three years ago, NexGen has actively marketed the site but has found the zoning put in place in 2005 to be part of a concept which is no longer viable given the current economic climate.

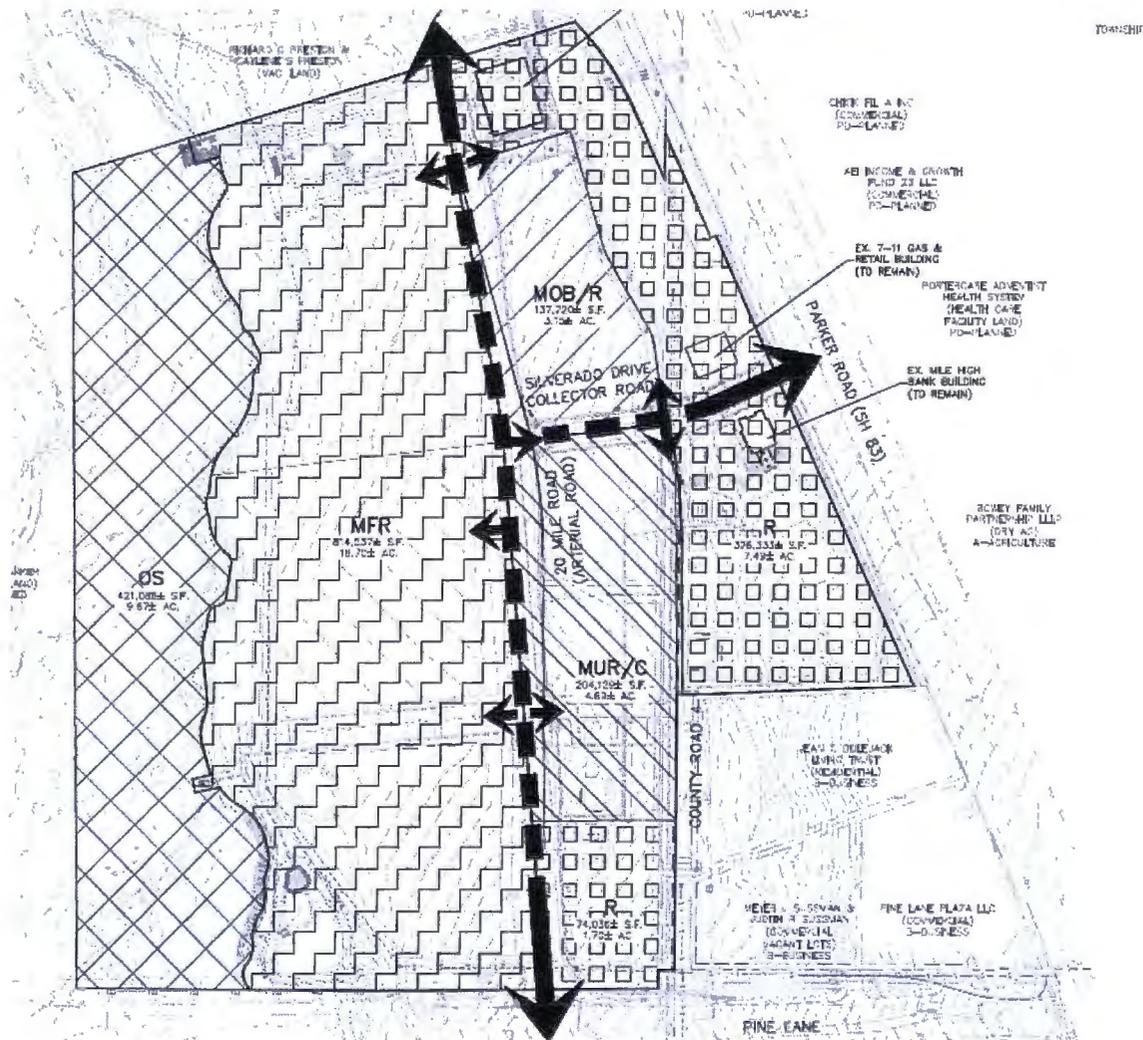
Changes the applicant has proposed to make include:

- Moving the current location of the medical office building planning area as it is more suited as the location of a hotel.
- Removing the mixed-use residential/commercial planning area from west of Twenty Mile Road. The intent is to allow for additional MFR land use area to be developed as a multi-family development immediately north of Pine Lane and as an independent and assisted living care facility along the northern boundary of this area.

The existing MFR regulations allow for multi-family residential at 14.0 DU/acre with a provision that this density could be increased to 35.0 DU/acre as a Use by Special Review if the development met the principals of new urbanism.

- Move the medical office building designated area north of Silverado Drive where it can relate to the proposed independent and assisted living on the west side of Twenty Mile Road.
- Consolidate the mixed use residential/commercial land use area to be at the southeast corner of the intersection of Twenty Mile Road and Silverado Drive. This is the anticipated location of a hotel.
- The balance of the property east of Twenty Mile Road would remain Retail.
- Open Space designations under the plan include the portion of Westcreek within the Cherry Creek floodplain. These designations remain unchanged.

The amended Westcreek PD would arrange internal land use areas thus:



Silverado Drive would not continue west of Twenty Mile Road as a platted right of way under this concept. It is anticipated Silverado west of Twenty Mile Road would take the form of a private drive providing access to the parcels on either side.

The development guide has been similarly revised to provide greater clarity to the list of permitted uses and required setbacks. It has also been revised to allow for a permitted height of 60 feet (approximately four stories) in the R, MUR/C and MOB land use areas which is an increase of 15 feet under the existing zoning. The MFR land use area remains unchanged at permitted height of 45 feet (approximately three stories).

Utilities:

Utilities were extended to the site with initial construction in 2006. The site is fully served by Parker Water & Sanitation District for water and sanitary sewer. Xcel and IREA also have utility services within this area.

Major Roads, Access and Circulation:

The major roadways around and within the site have already been constructed. These include Twenty Mile Road and Silverado Drive. Traffic studies for the original Westcreek PD have demonstrated these roads have adequate capacity. See Engineering comments.

Section IV.

Additional Staff Findings:

The Town of Parker Land Development Code, §13.04.240(f), specifies nine criteria to be used in evaluating zoning requests. If the proposed use meets these criteria, or can meet them subject to reasonable mitigation conditions, the use may be approved.

1. A need exists for the proposal.

The applicant seeks to amend the existing Westcreek PD to allow for flexibility and to be able to respond to changed market demands in the wake of a significant economic downturn.

2. The particular parcel of ground is indeed the correct site for the proposed development.

A finding was made that this is the correct site for the Westcreek PD when it was adopted in 2005. This proposal does not remove the Westcreek PD in favor of a new zoning. It modifies the existing PD to reallocate certain internal land use areas. Therefore the initial 2005 finding is still applicable.

3. There has been an error in the original zoning, or;

Not applicable

4. There have been significant changes in the area to warrant a zone change.

The Denver metropolitan area has been a part of a changed economic climate since emerging from recession in 2012. This new economic climate has yielded a greater demand for multi-family residential.

It has also seen a demographic shift as there is now greater demand for residential development catering to active seniors. The Westcreek PD Amendment seeks to address these changed circumstances by emphasizing multi-family residential west of Twenty Mile Road. This will facilitate the formation of a resident population within Westcreek which can help drive the success of the non-residential areas east of Twenty Mile Road.

5. Adequate circulation exists and traffic movement would not be impeded by the development.

Adequate circulation exists within Westcreek given the construction of Twenty Mile Road and Silverado Drive.

6. Additional municipal service costs will not be incurred which the Town is not prepared to meet.

No significant additional municipal service costs will be incurred by the Town as a result of this PD Amendment request.

7. There are minimal environmental impacts, or impacts can be mitigated.

There are no additional environmental impacts created by zoning these properties. The open space designations within Cherry Creek will still occur with the next plat to create buildable lots west of Twenty Mile Road.

8. The proposal is consistent with the Town of Parker Master Plan maps, goals and policies.

The Parker 2035 Master Plan identifies these properties as being located within the E-470 Corridor with two sub-area designations. The first is Regional Retail and the Master Plan contains the following language concerning this area:

The Parker Road and E-470 intersection is a significant gateway into the community and the only opportunity for E-470 traffic to enter and exit the tollway for free from both directions. This Character Area will provide more intense retail including large format retail (big box) and restaurant uses focused on serving both local and regional needs. Other commercial uses such as office and entertainment may be appropriate on a limited basis.

The second sub-area designation is Mixed Use – Residential Emphasis, and it contains the following recommendations:

This Character Area is located adjacent to regional and locally significant commercial areas. These multifamily residential areas will be interconnected and provide easy and direct pedestrian and bicycle access to nearby commercial and employment areas. Uses appropriate in this Character Area include higher density residential housing, senior housing, assisted living facilities and mixed use developments that include a commercial component.

The proposed modifications to the multifamily residential areas are consistent with these goals.

9. There is adequate water and sewage disposal, water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land use(s).

Parker Water & Sanitation District has previously indicated they have adequate capacity to serve Westcreek. All internal parks will be privately owned and will not pose a maintenance obligation to the Town. And there is an existing agreement in place with the Douglas County School District for cash in-lieu of land dedication.

**Section V.
Referral Agency Comments:**

Below are the condensed versions of referral responses received from affected agencies:

Town of Parker Engineering Dept.:

Indicates that modifications in land use areas will need to be supported by updated Traffic Impact Studies as individual site plans are filed to determine if signalization or additional accel/decel lanes will be required.

Town of Parker Fire/Life Safety:

No comment

Town of Parker Comprehensive Planning:

No comment

Town of Parker Police Department:

No comment

Parker Water & Sanitation District:

No comment

E-470 Highway Authority:

No comment

Douglas County School District:

Consistent with the original zoning, Douglas County will require cash in-lieu of 0.17 acres of land dedication.

Urban Drainage & Flood Control District:

No comment.

IREA:

No comment

Xcel Energy (Public Service Company):

No comment

CenturyLink Communications:

No comment

Comcast:

No Comment

Westcreek Metropolitan District:

No comment

Cherry Creek Basin Water Quality Authority:

No comment

**Section VI.
Recommendation:**

Staff recommends that the Planning Commission recommend that Town Council approve the rezoning request for the Westcreek Planned Development First Amendment.

**Section VII.
Attachments:**

1. Vicinity Map
2. Development Guide and Plan
3. Referral Agency Comments

**Section VIII.
Proposed Motion(s):**

"I move the Planning Commission recommend Town Council approve the Westcreek Planned Development First Amendment request."

Comments to Trakit:

Alex Mestdagh
PLANNED DEVELOPMENT / ZONING PLAN - PW
5/16/2016 4:56:39 PM

Please note that any deviations in land use from the original TIS assumptions will need to be vetted through updated traffic studies for individual developments.

Joanna Czarnecka
Urban Drainage & Flood Control District 25
4/16/2015 9:18:46 AM

No Comment. Recommend verifying existing detention capacity for the proposed additional stormwater runoff.



Community Development Department Memorandum

To: Patrick Mulready, Planner

From: Bryce Matthews, AICP, Comprehensive Planning Manager

Date: March 17, 2016

Regarding: West Creek Planned Development – First Amendment

The Comprehensive Planning Division has had the opportunity to review the West Creek Development Plan – First Amendment with the PD map and offers the following comments:

Compliance with the Master Plan

The West Creek Planned Development is located in the E-470 Character Area of the Parker 2035 Master Plan. Areas west of Twenty Mile Road are 'Mixed Use Residential' and are described as:

This Character Area is located adjacent to regional and locally significant commercial areas. These multifamily residential areas will be interconnected and provide easy and direct pedestrian and bicycle access to nearby commercial and employment areas. Uses appropriate in this Character Area include higher density residential housing, senior housing, assisted living facilities and mixed use developments that include a commercial component. Commercial uses are encouraged when they are 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 residential uses and residential developments at less than 10 dwelling units per acre are not appropriate in this area.

The residential character of uses proposed within this area is in compliance with the Master Plan.

Areas east of Twenty Mile Road are 'Regional Commercial Retail' and are described as:

The Parker Road and E-470 intersection is a significant gateway into the community and the only opportunity for E-470 traffic to enter and exit the tollway for free from both directions. This Character Area will provide more intense retail including large format retail (big box) and restaurant uses focused on serving both local and regional needs. Other commercial uses such as office and entertainment may be appropriate on a limited basis.

Uses proposed within these planning areas meet these planning areas intent of the Master Plan,

Open Space, Trails and Greenways Master Plan

The Land Development Code goal of 20% open space is calculated at zoning with a Planned Development, in this case the applicant has provided adequate open space to meet the goal.

Transportation Master Plan (2014)

Through the subdivision process the Town will continue to seek consistency with the Parker 2035 Master Plan and the Transportation Master Plan including:

- A multi modal approach contemplating the movement of pedestrians, bicyclists and vehicles within each subdivision and throughout the development area.
- Integrating land use and the transportation system at a more refined level.



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3660
donna.l.george@xcelenergy.com

March 19, 2015

Town of Parker Community Development Department
20120 E. Mainstreet
Parker, CO 80138

Attn: Patrick Mulready

Re: Westcreek Development Plan 1st Amendment Rezone, Case # Z15-0005

Public Service Company of Colorado (PSCo) has reviewed the request for the **Westcreek Development Plan 1st Amendment Rezone**. Please be advised that PSCo has existing natural gas distribution facilities within the areas indicated in this proposed rezone. Public Service Company has no objection to this proposed rezone, contingent upon Public Service Company of Colorado's ability to maintain all existing rights and this amendment should not hinder our ability for future expansion, including all present and any future accommodations for natural gas transmission and electric transmission related facilities.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado

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, 20

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 or 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:

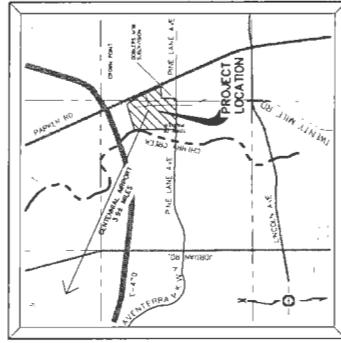
Preserve wildlife corridors and natural habitats.
Establish and maintain scenic lands.
Protect culturally significant lands.
Conserve landforms and natural resources.

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, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND OTHER INTERESTED PARTIES, HEREBY CERTIFY AND DEVELOPMENT KNOWN AS WESTCREEK, DO HEREBY INDICATE THAT THIS DEVELOPMENT PLAN REPRESENTS A CONCEPT FOR THE PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL BEING ALL OF WESTCREEK FILING NO. 1, AS RECORDED UNDER RECEPTION NUMBER 2005018600, ALL OF WESTCREEK FILING NO. 1, FIRST AMENDMENT, AS FIRST AMENDMENT TRACT C SUBDIVISION RECEPTION PLAN, AS RECORDED UNDER RECEPTION NUMBER 2008047702, ALL OF WESTCREEK FILING NO. 2, FIRST AMENDMENT, AS RECORDED UNDER RECEPTION NUMBER 2010030795, TOGETHER WITH SECTION 9 AND THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN, TOWNSHIP 6 SOUTH, RANGE 66 WEST, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING AT THE EAST QUARTER CORNER OF SAID SECTION 9 AND CORNERING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9 TO BEAR NORTH 00°09'45" EAST, A DISTANCE OF 7659.48 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

THENCE SOUTH 89°03'31" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 89°28'13" WEST, A DISTANCE OF 488.33 FEET;

THENCE NORTH 89°31'19" WEST, A DISTANCE OF 570.78 FEET;

THENCE NORTH 00°46'27" WEST, A DISTANCE OF 1473.10 FEET;

THENCE NORTH 73°19'20" EAST, A DISTANCE OF 849.16 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°29'43", A RADIUS OF 548.47 FEET, AN ARC LENGTH OF 198.13 FEET, THE CHORD OF WHICH BEARS SOUTH 34°42'55" EAST, A DISTANCE OF 197.08 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°18'47" EAST, A DISTANCE OF 707.43 FEET TO A POINT ON THE BOUNDARY OF A PARCEL OF LAND DESCRIBED AT RECEPTION NO. 2005018177 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE NORTH 78°42'54" EAST, ALONG SAID BOUNDARY, A DISTANCE OF 103.31 FEET TO THE POINT OF BEGINNING, BEING THE CORNER OF SAID PARCEL DESCRIBED AS 809 AT PAGE 307 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE SOUTH 24°18'47" WEST, ALONG SAID NORTHERLY LINE OF CORRIERS MOB, A DISTANCE OF 407.25 FEET TO THE NORTHWEST CORNER OF SAID CORRIERS MOB;

THENCE SOUTH 89°28'13" WEST, A DISTANCE OF 20.00 FEET TO THE EAST LINE OF THE PARCEL OF LAND DESCRIBED AS 809 AT PAGE 307 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE SOUTH 89°28'13" WEST, ALONG SAID EAST LINE, A DISTANCE OF 445.87 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS A CALCULATED AREA OF 1,877,333 SQUARE FEET, OR 45.39 ACRES, MORE OR LESS.

OWNERS/MORTGAGEES:

BY: _____
NEXGEN WESTCREEK HOLDINGS, LLC

APPLICANT / DEVELOPER
NEXGEN WESTCREEK HOLDINGS, LLC
ONE DUNN TECH CENTER
8800
GREENWOOD VILLAGE, COLORADO 80111

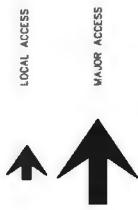
ENGINEER & SURVEYOR:



WESTCREEK DEVELOPMENT PLAN 1ST AMENDMENT PARKER, COLORADO

A PART OF THE NORTHEAST QUARTER OF SECTION 9 AND
THE NORTHWEST QUARTER OF SECTION 10,
TOWNSHIP 8 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF PARKER, STATE OF COLORADO
45,392 ACRES

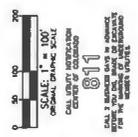
	R - RETAIL PROPOSED AREA = 9,192 AC EXISTING AREA = 10,224 AC
	OS - OFFICE/LEASE PROPOSED AREA = 9,674 AC EXISTING AREA = 10,124 AC
	MOB/OR - MEDICAL OFFICE BUILDING / RETAIL PROPOSED AREA = 3,152 AC EXISTING AREA = 4,424 AC
	MUR-C - MIXED USE RESIDENTIAL / COMMERCIAL PROPOSED AREA = 13,524 AC EXISTING AREA = 13,524 AC
	MFR - MULTI-FAMILY RESIDENTIAL PROPOSED AREA = 18,702 AC EXISTING AREA = 7,224 AC
TOTAL 45,424 AC	



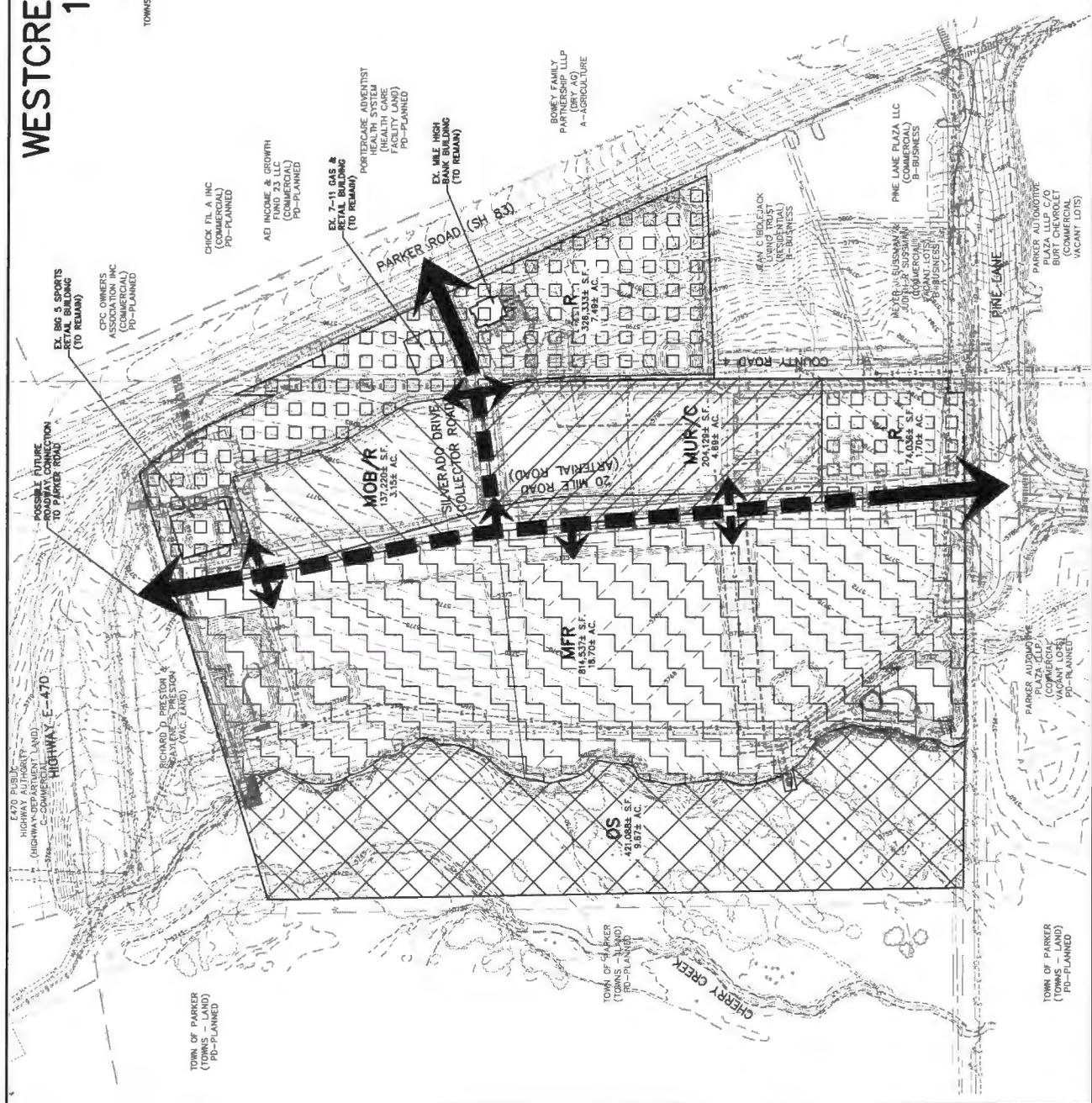
- UTILITY PROVIDERS FOR WESTCREEK:
1. DRAINAGE - TOWN OF PARKER
 2. WATER - PARKER WATER & SANITATION DISTRICT
 3. WASTEWATER - PARKER WATER & SANITATION DISTRICT
 4. GAS - XCEL ENERGY
 5. ELECTRIC - INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION

APPLICANT / DEVELOPER
NEXGEN WESTCREEK HOLDINGS, LLC
ONE DOWNEY TECH CENTER
800
GREENWOOD VILLAGE, COLORADO 80111

ENGINEER & SURVEYOR:
Manhard CONSULTING LTD.



811
CALL 811 BEFORE YOU DIG TO AVOID
DAMAGING UTILITIES AND PERSONAL
INJURY OR PROPERTY DAMAGE.





ITEM NO: 9E
DATE: 06/20/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: DRANSFELDT PLACE – Minor Development Plat and Subdivision Agreement

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

Rosemary Jettsema for

John Fussa, Community Development Director

G. Randolph Young

G. Randolph Young, Town Administrator

ISSUE:

The applicant, Todd Wright, Dransfeldt Development, LLC requests approval of a minor development plat to create 10 legal lots and three tracts of record to enable development of the Dransfeldt Place property. The property is located on the west side of Dransfeldt Road south of Parker Police Department headquarters between Lincoln Meadows Parkway and Plaza Drive.

PRIOR ACTION:

None

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

The Dransfeldt Place property was annexed and zoned into the Town of Parker in 2008. It is undeveloped and a one-story house with an attached garage was recently demolished. The applicant has submitted a Subdivision Improvement Agreement that is being processed concurrently with this minor development plat for public improvements associated with the property.

RECOMMENDATION:

Staff recommends Town Council approve the Dransfeldt Place Minor Development Plat. Planning Commission will make a recommendation to Town Council on June 9, 2016.

PREPARED/REVIEWED BY:

Ryan McGee, Associate Planner; Bryce Matthews, Comprehensive Planning Manager; John Fussa, Community Development Director; James S. Maloney, Town Attorney

ATTACHMENTS:

1. Vicinity Map
2. Planning Commission Staff Report
3. Dransfeldt Place Minor Development Plat Subdivision Agreement

RECOMMENDED MOTION:

"I move to approve Dransfeldt Place Minor Development Plat, based upon staff findings, with the following conditions contained in the staff report."

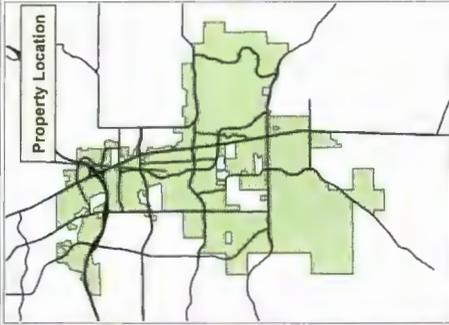
1. Failure by the applicant to submit all required documentation, including applicable security, within 90 days shall render approval of the minor development plat null and void and result in the necessity for the resubmittal of a minor development plat, along with all required fees and documentation. The Planning Director may grant no more than one extension of time, of no more than 30 days, upon a written request by the applicant or staff for good cause being shown. An extension request, received prior to the extension of the 90 day submittal period, shall include a fee and a narrative stating the reasons for the applicant's inability to comply with the specified deadlines, listing any changes in the character of the neighborhood, any changes in the Town Master Plan or this Title that have occurred since approval of the plat as these changes affect the plat and the anticipated time schedule for completing the platting process. A fee schedule is available from the Planning Department. Additional review of the plat may occur resulting in additional conditions as applicable.
2. Approval of this minor development plat does not include signage. All signage for this site will be required to meet the Town of Parker Sign Code Chapter 13.09.010 and will require a separate sign permit application submittal.

NOTE: In order to allow for storage uses as described in Chapter 13.04.300 Storage Overlay District, a complete site plan application(s) for the proposed mini-storage warehouse on Lot 8 of Dransfeldt Place Subdivision and indoor recreational vehicle storage on Lot 10 of Dransfeldt Place subdivision must be submitted to the Town of Parker by September 7, 2016. The Town Council's six month extension for self-storage uses at the property will expire after this date.



PARKER
COLORADO

Dransfeldt Place Minor Development Plat



Legend

- Town Boundary
- Site
- Parcels

Narrative:

A Minor Development Plat to subdivide a 20 acre parcel into 10 lots and private access drive(s) for light industrial/commercial uses.

Planner: Ryan McGee
Project Schedule

Planning Commission Date:
June 9, 2016

Town Council Dates:
June 20, 2016





**Community Development Department Memorandum
Development Review Division**

To: Town of Parker Planning Commission

From: Ryan McGee, AICP, Associate Planner *RM*
Bryce Matthews, Comprehensive Planning Manager *BM*

Through: John Fussa, Community Development Director

Date: June 9, 2016

Regarding: Public Hearing: Dransfeldt Place Minor Development Plat [Planning Case File No. SUB16-001]

**Section I.
Subject & Proposal:**

Location: Generally located on the west side of Dransfeldt Road south of Lincoln Meadows Parkway

Applicant/Owner: Dransfeldt Development LLC, Todd Wright

Proposal: This Minor Development Plat will create 10 legal lots and three tracts of record to enable development on the site.

**Section II.
Background:**

History: This undeveloped parcel of land was annexed and zoned into the Town of Parker in 2008. A one-story ranch home with an attached garage was recently removed from the property.

Land Use Summary Data:

Total Area: 17.177 acres (748,230 square feet)

Zoning: Dransfeldt Place Planned Development (PD)

Existing Use: Vacant and undeveloped

Surrounding Zoning & Land Use:

North: Lincoln Meadows Planned Development (PD), Town of Parker Police Station

East: Light Industrial (LI), Arrowhead Auto-Sport pre-owned vehicle sales, Enterprise Car Rental, Auto Repair

South: Clarke Farms Planned Development (PD), Oralabs, Pase Contracting Inc.

West: Clarke Farms PD and Lincoln Meadows PD, Pine Lane Nursery, Vacant and undeveloped land

Section III. Analysis:

Conformance with Land Development Code:

Major Roads: The property owner is required to reimburse the Town for costs associated to design, construct and dedicate right-of-way (ROW) for widening a portion of Dransfeldt Road adjacent to the development at time of plat recordation. A cash-in-lieu payment for the portion of Dransfeldt Road widening that cannot be constructed at this time without additional ROW acquisition to the south will also be required at time of plat recordation.

The entire development will have two points of vehicular access off Dransfeldt Road. Tract B (aka Dransfeldt Place and Apache Drive) will be a privately owned and maintained roadway that lot owners and the public will use to access the development.

Land Use: Land use and development within the Dransfeldt Place Minor Development is regulated by the Dransfeldt Place Planned Development Guide and Plan. On April 18, 2016 Town Council approved a Use by Special Review request to allow indoor self-storage on Lot 8 and indoor RV storage on Lot 10 of the Dransfeldt Place Minor Development. A condition of that Use by Special Review approval requires that the applicant submit site plans for the indoor self-storage on Lot 8 and indoor RV storage on Lot 10 by September 7, 2016.

Utilities: Adequate utility capacity exists to serve this site and Parker Water and Sanitation District will provide water and sanitary sewer service to the development.

Water and sewer service will come from the west of the site and the applicant has submitted a Replat application to secure utility easements necessary for Parker and Water and Sanitation District service. Xcel Energy and IREA will also serve the site.

Environment: Engineering has reviewed and approved the construction drawings for compliance with the Town of Parker Storm Drainage and Environmental Criteria manual.

Drainage, Grading & Erosion Control:

The northerly 2/3 of this site slopes down from the east to the south and west into a drainage channel swale. The southerly 1/3 of the site slopes down from the south to the north into that same drainage channel swale. The runoff for the development will be diverted to an on-site detention pond platted as Tract C, diverted to the Twenty Mile regional detention pond west of this site and ultimately discharged into Cherry Creek. Lot specific drainage will be completed at time of individual lot development.

Access and Circulation:

Two points of vehicular access are proposed to enter and exit the site from Dransfeldt Road. A detached pedestrian sidewalk along Dransfeldt Road is proposed to provide continuous pedestrian connectivity along the west side of Dransfeldt Road. Tract B (aka Dransfeldt Place and Apache Drive) will be a privately owned and maintained roadway that lot owners and the public will use to access the development.

Public Dedications and Improvements:

Tract A is being dedicated to the Town of Parker as public right-of-way. The property owner will be required to construct Dransfeldt Road improvements and drainage improvements in accordance with Town of Parker standards to support the proposed land use.

**Section IV.
Referral Agency Comments:**

Below are the condensed versions of referral responses received from affected agencies:

Town of Parker Engineering Dept.:
No comment

South Metro Fire & Rescue Authority:
No comment

Town of Parker IT:
No comment

Parker Water & Sanitation District:
No comment

Aztec Consultants:
No comment

Town of Parker Building Department:
No comment

Town of Parker Comprehensive Planning:

No comment

Cherry Creek Basin Water Quality Authority:

No comment

Centennial Airport:

The development will be subjected to numerous aircraft overflights and their associated effects.

Town of Parker Economic Development:

No comment

Xcel Energy:

No comment

IREA:

The Association will maintain existing utility easements and facilities unless otherwise requested by the applicant to modify them under the Association's current extension policies.

Comcast:

No comment

Tri-County Health Department:

No comment

CDOT:

No comment

CenturyLink Communications:

No comment

E470 Public Highway Authority:

No comment

Parker Water and Sanitation District:

No comment

Douglas County Assessor:

All lots/tracts will be updated to reflect the accurate acreage listed by surveyor on the plat.

Town of Parker Fire Life Safety:

No comment

Douglas County Planning:

No comment

Urban Drainage and Flood Control:

No comment

US Postal Service:

No comment

Douglas County School District:

No comment

Colorado Geological Survey:

No comment

**Section V.
Recommendation:**

Staff recommends that the Planning Commission recommend that the Town Council approve the Dransfeldt Place Minor Development Plat request subject to the Town of Parker Municipal Code and the following conditions:

1. Failure by the applicant to submit all required documentation, including applicable security, within 90 days shall render approval of the minor development plat null and void and result in the necessity for the resubmittal of a minor development plat, along with all required fees and documentation. The Planning Director may grant no more than one extension of time, of no more than 30 days, upon a written request by the applicant or staff for good cause being shown. An extension request, received prior to the extension of the 90 day submittal period, shall include a fee and a narrative stating the reasons for the applicant's inability to comply with the specified deadlines, listing any changes in the character of the neighborhood, any changes in the Town Master Plan or this Title that have occurred since approval of the plat as these changes affect the plat and the anticipated time schedule for completing the platting process. A fee schedule is available from the Planning Department. Additional review of the plat may occur resulting in additional conditions as applicable.
2. Approval of this Minor Development Plat does not include signage. All signage for this site will be required to meet the Town of Parker Sign Code Chapter 13.09.010 and will require a separate sign permit application submittal.

Section VI.
Attachments:

1. Vicinity Map
2. Dransfeldt Place Minor Development Plat
3. Referral Agency Comments

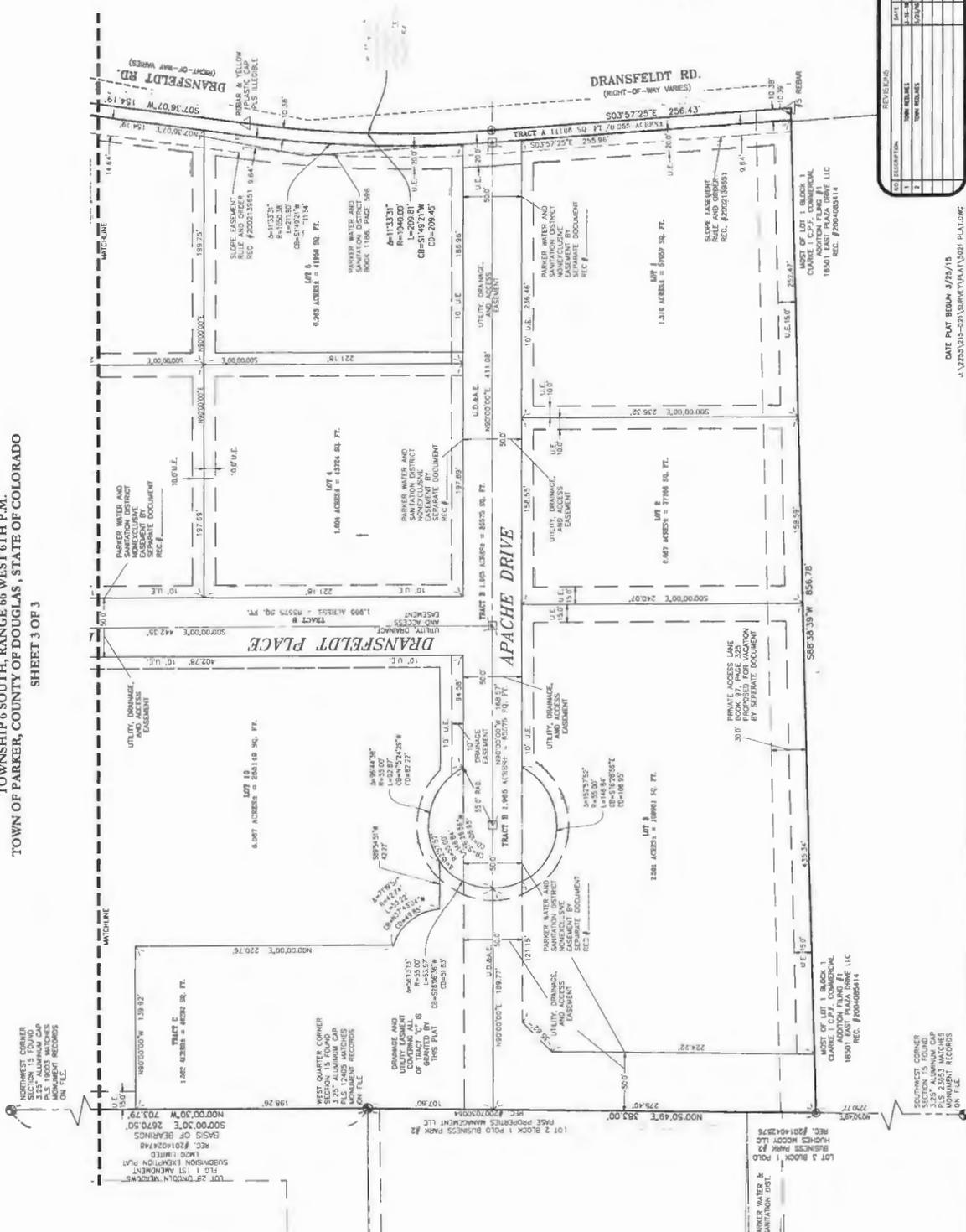
Section VII.
Proposed Motion(s):

"I move that the Planning Commission recommend the Town Council approve the Minor Development Plat for Dransfeldt Place subject to the two conditions in staff's report."

DRANSFELDT PLACE MINOR DEVELOPMENT PLAT

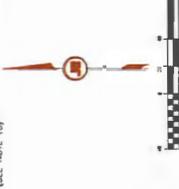
DRANSFELDT PLACE PLANNED DEVELOPMENT
 LOCATED IN THE WEST HALF OF SECTION 15,
 TOWNSHIP 6 SOUTH, RANGE 66 WEST 6TH P.M.,
 TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SHEET 3 OF 3



LEGEND

- ROAD MARK AND 1" YELLOW PLS 3/4" X 3/4"
- ROAD MONUMENTATION AS DEPICTED HEREON
- SET BLOCK MONUMENTATION SUBSECTION 4 31-118 PLS 3/4" X 3/4" PLASTIC CAP
- ROAD SECTION DEPICTED HEREON
- LOT LINE
- EASEMENT LINES
- SECTION LINE
- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- ADJACENT LOT LINE
- PRIVATE ACCESS CENTERLINE
- PARKED WATER AND SANITATION
- UTLITY EASEMENT
- UTLITY EASEMENT, DRAINAGE AND ACCESS EASEMENT (SEE NOTE 10)



JEHN ENGINEERING
 1800 EAST PAKA DRIVE, LLC
 P.O. BOX 1000, PARKER, CO 80138

NO.	DATE	BY	REVISION
1			
2			
3			

DATE PLAT BEGAN 3/25/15
 A.225.015-021 SURVEY/PLAT/001 PLATING



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: 303.571.3306
Facsimile: 303. 571.3524
donna.l.george@xcelenergy.com

May 18, 2016

Town of Parker Community Development Department
20120 E. Mainstreet
Parker, CO 80138

Attn: Ryan McGee

Re: Dransfeldt Place - 3rd referral, Case # SUB16-001

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the third referral minor development plat for **Dransfeldt Place** and acknowledges all requested changes made to the plat.

The property owner/developer/contractor is reminded to contact the **Builder's Call Line at 1-800-628-2121** or **<https://xcelenergy.force.com/FastApp>** (**Register so you can track your application**) and complete the application process for any new gas or electric service, or modification to existing facilities.

As a safety precaution, PSCo would like to remind the developer to call the **Utility Notification Center, at 1-800-922-1987** to have all utilities located prior to any construction.

Should you have any questions with this referral response, please contact me at 303-571-3306.

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado



URBAN DRAINAGE AND FLOOD CONTROL DISTRICT

Paul A. Hindman, Executive Director
2480 W. 26th Avenue, Suite 156B
Denver, CO 80211-5304

Telephone 303-455-6277
Fax 303-455-7880
www.udfcd.org

April 11, 2016

UDFCD Maintenance Eligibility Program Referral Review Comments

Project: **Dransfeldt Industrial Park**
Stream: **Cherry Creek**
UDFCD MEP Phase: **Design**
UD MEP ID: **106011**

Dear Ryan,

This letter is in response to the request for our comments concerning the referenced project. We appreciate the opportunity to review this proposal. We have reviewed this proposal only as it relates to major drainage features, in this case:

- Cherry Creek

We have checked our records and the local channel that receives the outfall discharges from on-site detention Pond A is not a major drainageway and is not listed in our Maintenance Eligibility records. Therefore, we have no comment on the proposed outfall from the site. There appear to be no impacts to Cherry Creek from the proposed development.

Please feel free to contact me with any questions or concerns.

Sincerely,
Urban Drainage and Flood Control District

John M. Pflaum, P.E.
Floodplain Management Program

**DRANSFLEDT PLACE MINOR DEVELOPMENT PLAT
SUBDIVISION AGREEMENT**

THIS AGREEMENT is made this 3rd day of June, 2016, by and between the Town Of Parker, Colorado, a home rule municipal corporation (the "Town"), and Dransfeldt Development LLC (the "Developer").

RECITALS:

A. The Developer is the owner of certain real property located in the Town of Parker known as Dransfeldt Place Minor Development Plat, which is more particularly described in **Exhibit A**, attached hereto and incorporated herein (the "Property").

B. On June 20, 2016, the Town Council of the Town of Parker, after holding all necessary public hearings and having received a recommendation of approval from the Parker Planning Commission, approved the final plat for the Property. A copy of the final plat is attached hereto as **Exhibit B** and incorporated herein.

C. The approvals cited above are contingent upon the express condition that all duties created by this Agreement are faithfully performed by the Developer.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by the Developer, upon subdivision of the Property. All conditions contained herein are in addition to any and all requirements of the Town of Parker Subdivision Ordinance and Zoning Ordinance, the Town of Parker Charter, any and all state statutes, and any other sections of the Parker Municipal Code, and are not intended to supersede any requirements contained therein.

2. Agreements and Other Requirements. The Developer hereby agrees to perform any and all requirements of the Dransfeldt Place Property Annexation Agreement entered into between the Town and the Developer on July, 10, 2008 which was recorded with reception number 2008052665 of the Douglas County real estate records. The requirements of the Dransfeldt Place Property Annexation Agreement are in addition to the requirements of this Agreement and are not intended to supersede any requirements contained herein.

3. Fees. The following fees shall be paid to the Town by the Developer.

a. The Developer hereby agrees to pay the Town the actual cost to the Town for plan review, engineering review, hydrological and surveying review, prior to and during the

development process, and for construction observation, inspection and materials testing during the construction process for public improvements, and for construction observation, inspection and materials testing and electronic deliverable review during the warranty period for public improvements, and for legal services (the "actual costs") rendered in connection with the review of the subdivision of the Property, including related administrative fees not to exceed one hundred fifteen percent (115%) of the actual costs. In addition, the Developer shall reimburse the Town for the costs of making corrections or additions to the master copy of the official Town map and for the fee for recording the final plat and accompanying documents with the Douglas County Clerk and Recorder.

b. The Developer shall pay the impact fees, as established by Town ordinances, in effect at the time this Agreement is executed. The Developer shall pay the foregoing impact fees in effect at the time specified by such ordinances.

c. The Developer acknowledges and agrees that the Town, pursuant to this Agreement, shall be granted construction easement(s) that are reasonably sufficient to complete the public improvements.

4. Specific Conditions. The Developer hereby agrees that:

a. Any approval obtained from the Town of Parker does not obviate the Developer's need to comply with the requirements of Sections 7 and 9 of the Endangered Species Act of 1973, 16 U.S.C. 1531, *et seq.*, as amended, or with any other applicable federal, state or local laws and regulations.

b. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities as described in the landscape plans approved by the Town for the Property (the "Streetscape Improvements"). If installation of Streetscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Streetscape Security") of the materials cost as described in **Exhibit E**, attached hereto and incorporated herein, and will complete the Streetscape Improvements according to the landscape plans as provided by Section 13.07.150(c)(2) of the Town's Land Development Ordinance. The Town may reduce the Streetscape Security, in the exercise of its sole discretion, as the Streetscape Improvements are completed and accepted by the Town for final acceptance, subject to Section 13.07.150(c) of the Town's Land Development Ordinance for the Streetscape Improvements.

c. Dransfeldt Road. Prior to recordation of the Dransfeldt Place Minor Development Plat the property owner shall pay to the Town of Parker Three Hundred Eighty – Six Thousand Seven Hundred Seventy-Three Dollars (\$386,773.00), to reimburse the Town of Parker for the cost to design, construct and acquire right-of-way for Dransfeldt Road.

d. Prior to recordation of the Dransfeldt Place minor development plat, the Property Owner shall pay to the Town ~~\$50,000.00~~ as cash-in-lieu for the portion of the Dransfeldt Road widening adjacent to the Property that will not be constructed with the Public

Improvements, as shown in **Exhibit F**. These funds will be used by the Town for the sole purpose of constructing these improvements in the future.

5. Title Policy. A title commitment for the Property shall be provided to the Town. The title commitment shall show that all property to be dedicated to the Town is or shall be, subsequent to the execution and recording of the final plat, free and clear of all liens and encumbrances (other than real estate taxes which are not yet due and payable), which would make the dedications unacceptable as the Town, in its sole discretion, determines. The title policy evidenced by the title commitment shall be provided thirty (30) days after the recording of the final plat.

6. Breach by the Developer; the Town's Remedies. In the event of a breach of any of the terms and conditions of this Agreement by the Developer, the Town Council shall be notified immediately and the Town may take such action, as permitted and/or authorized by law, this Agreement or the ordinances and Charter of the Town, as the Town deems necessary to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship and undue risk. The remedies include, but are not limited to:

- 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; or
- d. Any other remedy available at law.

Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to security given for the completion of the public improvements, the Town shall provide the Developer thirty (30) days' written notice of its intent to take any action under this paragraph, during which thirty-day period the Developer may cure the breach described in the notice and prevent further action by the Town.

7. Public Improvements and Warranty. All drainage structures, paved streets, including sidewalk, curb, gutter and slope easements, and necessary appurtenances, as shown on the final plat, landscape plans and the associated construction documents (the "Public Improvements"), as approved by the Director of Public Works of the Town, shall be installed and completed at the expense of the Developer and dedicated and/or conveyed to the Town. The Public Improvements required by this Agreement and shown on the final plat, as well as associated construction documents approved by the Director of Public Works of the Town and the costs of these Public Improvements, are set forth on **Exhibit C**, attached hereto and incorporated herein. All Public Improvements covered by this Agreement shall be made in accordance with the final plat and associated construction documents drawn according to regulations and construction standards for such improvements and approved by the Director of Public Works of the Town.

The Developer shall warrant any and all Public Improvements, which are conveyed to the Town, pursuant to this Agreement, for a period of two (2) years from the date the Town's Director of Public Works grants probationary acceptance of the Public Improvements, as approved by the Town. The warranty period shall extend to the date final acceptance is granted in writing by the Town's Director of Public Works. The Developer shall be responsible for scheduling the necessary inspections for probationary and final acceptance. Specifically, but not by way of limitation, the Developer shall warrant the following:

- a. That the title conveyed shall be marketable and its transfer rightful;
- b. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- c. Any and all facilities so conveyed shall be in conformity with the Town's specifications and shall be free of defects in materials or workmanship for a period of two (2) years, as stated above, including, but not limited to, cracks, breakage, settling, or other deterioration of the Public Improvements, no matter the cause, for a period of two (2) years, as stated above.

The Town will accept for maintenance all Public Improvements after the warranty period has expired, provided all warranty work has been completed. The Town shall accept for snow removal purposes only all dedicated public streets after probationary acceptance has been granted in writing by the Director of Public Works. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications, prior to final acceptance.

8. Observation. The Town shall have the right to make reasonable engineering observations at the Developer's expense, as the Town may request. Observation, acquiescence in, or approval by any engineering inspector of the construction of physical facilities at any particular time shall not constitute the approval by the Town of any portion of the construction of such Public Improvements. Such approval shall be made by the Town only after completion of construction and in the manner hereinafter set forth.

9. Completion of Public Improvements. The obligations of the Developer provided for in paragraph 7 of this Agreement, including the inspections hereof, shall be performed on or before June 3, 2017, and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Developer of such Public Improvements, the Town's Director of Public Works or his designee shall inspect the improvements and certify with specificity their conformity or lack thereof to the Town's specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications. Once approved by the Town's Director of Public Works, the Town shall accept said improvements upon conveyance, pursuant to paragraph 11; provided, however, the Town shall not be obligated to accept the Public Improvements until the actual costs described in paragraphs 3.a. and b. of this Agreement are paid in full by the Developer.

10. Related Costs – Public Improvements. The Developer shall provide all necessary engineering designs, surveys, field surveys and incidental services related to the construction of the Public Improvements, at its sole cost and expense, including reproducible "as built" drawings certified accurate by a professional engineer registered in the State of Colorado.

11. Improvements to be the Property of the Town. All Public Improvements for roads, concrete curbs and gutters, storm sewers, and drainage improvements accepted by the Town shall be dedicated to the Town and warranted for a period of two (2) years following probationary acceptance by the Town, as provided above. Upon completion of construction and conformity with the final plat and associated construction plans, and any properly approved changes, the Developer shall convey to the Town, by bill of sale, all installed physical facilities.

12. Performance Guarantee. In order to secure the construction and installation of the Public Improvements, the Developer shall, prior to recording the final plat in the real estate records of Douglas County, which recording shall occur no later than ninety (90) days after the execution of this Agreement, furnish the Town, at the Developer's expense, with the performance guarantee described herein. The performance guarantee provided by the Developer shall be an irrevocable letter of credit in which the Town is designated as beneficiary in an amount equal to one hundred ten percent (110%) of the estimated costs of the Public Improvements to be constructed and installed, as set forth in **Exhibit C**, to secure the performance and completion of the Public Improvements. The Developer agrees that approval of the final plat by the Town is contingent upon the Developer's provision of an irrevocable letter of credit to the Town within ninety (90) days of the execution of this Agreement, in the amount and form provided herein. Failure of the Developer to provide an irrevocable letter of credit to the Town, in the manner provided herein, shall negate the Town's approval of the final plat. Letters of credit shall be substantially in the form and content set forth in **Exhibit D**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The Developer shall not start the construction of any public or private improvement on the Property, including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received and approved the irrevocable letter of credit.

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town's Director of Public Works, as set forth in **Exhibit C**. If, however, they are unable to agree, the Director of Public Works' estimate shall govern after giving consideration to information provided by the Developer, including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of security. No representations are made as to the accuracy of these estimates and the Developer agrees to pay the actual costs of all such Public Improvements.

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimates on an annual basis. Adjusted cost estimates will be made according to changes in the Construction Costs Index, as published by the Engineering News Record. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with a new or amended letter of credit in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with a new or amended letter of credit, the Town may exercise the remedies

provided for in paragraph 6 of this Agreement; provided, however, that prior to increasing the amount of additional security required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of security required at any time shall relate to the cost of required Public Improvements not yet constructed.

In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 9 of this Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the letter of credit to complete the Public Improvements called for in this Agreement. In the event the letter of credit is to expire within fourteen (14) calendar days and the Developer has not yet provided a satisfactory replacement, the Town may draw on the letter of credit and either hold such funds as security for performance of this Agreement or spend such funds to finish the Public Improvements or correct problems with the Public Improvements, as the Town deems appropriate.

Upon completion of performance of such improvements, conditions and requirements within the required time and the approval of the Town Public Works Director, the Developer shall issue an irrevocable letter of credit to the Town in the amount of twenty percent (20%) of the total cost of construction and installation of the Public Improvements, to be held by the Town during the two-year warranty period. If the Public Improvements are not completed within the required time, the monies may be used to complete the improvements.

13. Nuisance Conditions. The Developer agrees to prevent the existence of any nuisances by way of its construction activities, as nuisances are defined by Title 6 of the Parker Municipal Code, and as referenced in Title 11 of the Parker Municipal Code. In the event the authorized inspector/designated Town authority determines that a nuisance exists, the Developer shall be subject to the provisions set forth in Parker Municipal Code Sections 11.12.040 and 11.12.050, regarding the abatement of nuisances and the cost assessed for the abatement thereof.

In addition to the provisions above, if the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the Town, the Town may, upon thirty (30) days' notice under this Agreement, exercise the right to draw upon the performance guarantee specified in paragraph 12 of this Agreement. The Town may draw on the performance guarantee in order to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Parker Municipal Code. The Town may exercise this right in addition to, or in lieu of, the withholding of permits and/or the withholding of certificates of occupancy. The right to draw on the performance guarantee shall be subject to the sole discretion of the Town, provided the Developer has received thirty (30) days' notice, as provided herein.

The Town Planning Department and Public Works Department shall be authorized to cease processing any land use or permit applications submitted by the same developer for the property that is contained within the same Planned Unit Development, until the nuisance is abated. This shall include, but not be limited to, acceptance of applications, sending referrals, scheduling meetings or hearings, or conducting reviews of projects.

14. Homeowners' Association. A homeowners' association shall be created by the Developer under the laws of the State of Colorado or the Property shall be included in an existing homeowners' association, if possible. The homeowners' association must be lawfully established before any properties within the development are sold to third parties. The articles of incorporation shall be reviewed by the Town Attorney to insure that they have met the Town's requirements that the homeowners' association maintain and operate private streets, parks, open space and median improvements identified on the final plat and/or subject to a license agreement(s) entered into between the Developer and the Town, contemporaneously with this Agreement or prior to final acceptance of the Public Improvements, and to assume all responsibilities therefor as shown on the final plat and/or described in the license agreement(s), including sufficient funding to meet these responsibilities.

15. Indemnification. The Developer shall indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of the Developer, or of any other person or entity for whose act or omission the Developer is liable, with respect to construction of the Public Improvements; and the Developer shall pay any and all judgments rendered against the Town as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim.

The Developer shall pay all property taxes on the Property dedicated to the Town, and shall indemnify and hold harmless the Town for any property tax liability.

The Developer shall require that all contractors and other employees engaged in construction of Public Improvements shall maintain adequate workers' compensation insurance and public liability coverage and shall faithfully comply with the provisions of the Federal Occupational Safety and Health Act.

16. Waiver of Defects. In executing this Agreement the Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on the Developer, as set forth herein, and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement.

17. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

18. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Parker Municipal Code and the laws of the State of Colorado.

19. Captions. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, as the case may be.

21. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

22. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Douglas County, Colorado.

23. Attorney Fees. Should this Agreement become the subject of litigation to resolve a claim of default of performance by the Developer and a court of competent jurisdiction determines that the Developer was in default in the performance of the Agreement, the Developer shall pay the attorney fees, expenses and court costs of the Town.

24. Notice. All notice required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address, as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

Notice to the Town: Tom Williams
Director of Engineering
20120 E. Mainstreet
Parker, Colorado 80138

With copy to: James S. Maloney, Esq.
Town Attorney
20120 E. Mainstreet
Parker, Colorado 80138

Notice to Developer: Todd Wright
Dransfeldt Development LLC
12065 S. Majestic Pine Way
Parker, CO 80134

25. Force Majeure. Whenever the Developer is required to complete the construction, repair or replacement of Public Improvements by an agreed deadline, the Developer shall be entitled to an extension of time equal to a delay in completing the foregoing, due to unforeseeable causes beyond the control and without the fault or negligence of the Developer, including, but not limited to, acts of God, weather, fires and strikes.

26. Approvals. Whenever approval or acceptance of the Town is necessary, pursuant to any provision of this Agreement, the Town shall act reasonably and in a timely manner in responding to such request for approval or acceptance.

27. Assignment or Assignments. There shall be no transfer or assignment of any of the rights or obligations of the Developer under this Agreement, without the prior written approval of the Town. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the transfer or assignment of any of the rights and obligations of the Developer under this Agreement.

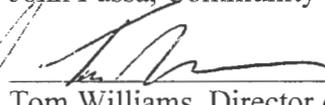
28. Recording of Agreement. This Agreement shall be recorded in the real estate records of Douglas County and shall be a covenant running with the Property, in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

29. Title and Authority. The Developer expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this Subdivision Agreement. The Developer and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF PARKER, COLORADO

By: 
John Fussa, Community Development Director

By: 
Tom Williams, Director of Engineering

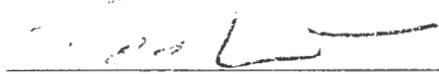
ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

DEVELOPER: Dransfeldt Development LLC

By: 
Todd Wright

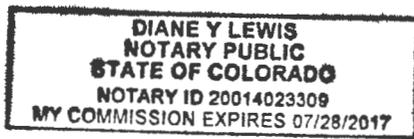
STATE OF COLORADO)
)ss.
COUNTY OF Crowley)

The foregoing instrument was acknowledged before me this 3rd day of June,
2016 by Todd Wright, as Member of Dransfeldt Dev. LLC

My commission expires: 7-28-2017.

(SEAL)

Diane Y. Lewis
Notary Public



TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

Exhibit A: (Legal Description)

11613 DRANSFELDT ROAD, PARKER, CO

A TRACT OF LAND IN THE WEST 1/2 OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 15; THENCE SOUTH ALONG THE SECTION LINE 383 FEET;
THENCE NORTH 87 DEGREES EAST 864.4 FEET TO WEST LINE OF OLD PARKER HIGHWAY;
THENCE NORTH 3 DEGREES WEST 585 FEET; THENCE NORTH 82 DEGREES EAST 43 FEET;
THENCE NORTH 6 DEGREES 30 MINUTES EAST 199 FEET;
THENCE NORTH 2 DEGREES 0 MINUTES WEST 343 FEET; THENCE NORTH 5 DEGREES 30 MINUTES WEST 1919 FEET TO THE NORTH LINE OF SAID SECTION 15;
THENCE NORTH 89 DEGREES 41 MINUTES WEST ALONG SECTION LINE 722 FEET TO THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 15, 2672 FEET MORE OR LESS TO THE POINT OF BEGINNING:
EXCEPT FOR THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 15;
THENCE NORTH 01 DEGREES 18 MINUTES 15 SECONDS WEST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15, A DISTANCE OF 703.89 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG THE AFORESAID LINE A DISTANCE OF 1,967.50 FEET TO THE NORTHWEST CORNER OF SAID SECTION 15;
THENCE NORTH 88 DEGREES 11 MINUTES 23 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15, A DISTANCE OF 724.83 FEET TO THE WESTERLY LINE OF A COUNTY ROAD;
THENCE SOUTH 06 DEGREES 04 MINUTES 10 SECONDS EAST ALONG THE WESTERLY LINE OF SAID COUNTY ROAD, A DISTANCE OF 1,980.75 FEET;
THENCE SOUTH 88 DEGREES 41 MINUTES 45 SECONDS WEST, A DISTANCE OF 889.35 FEET TO THE POINT OF BEGINNING.
AND EXCEPT THAT PART OF THE NORTH 1/2 OF SAID SECTION 16 CONVEYED TO PUBLIC SERVICE COMPANY OF COLORADO BY DEED RECORDED APRIL 20, 1967 IN BOOK 176 AT PAGE 46;
AND EXCEPT THAT PORTION CONTAINED IN STIPULATED FINAL RULE AND ORDER RECORDED DECEMBER 20, 2002 UNDER RECEPTION NO. 2002139651.
CONTAINING 915,617 SQ. FT. OR 21.020 ACRES±

Exhibit C: (Public Improvement Costs)

DRANSFELDT INDUSTRIAL PARK
 Engineers Opinion of Probable Private and Public Costs
 02/28/01

DESCRIPTION	PUBLIC	PRIVATE	UNIT	UNIT COST	PUBLIC	PRIVATE	TOTALS
Earthwork							
A Clearing & Grubbing	0	21	AC	\$500.00	\$0	\$10,510	\$10,510
B Rough Grade (Cut to Fill)	0	37,047	CY	\$2.00	\$0	\$75,894	\$75,894
C Rough Grade (Fill)	0	58,878	CY	\$3.00	\$0	\$176,634	\$176,634
SUBTOTAL					\$0	\$257,038	\$257,038
Drainage and Stormwater Improvements							
A 18" RCP	0	73	LF	\$40.00	\$0	\$2,920	\$2,920
B 24" RCP	0	185	LF	\$55.00	\$0	\$10,175	\$10,175
C 30" RCP	0	36	LF	\$65.00	\$0	\$2,340	\$2,340
D 36" RCP	33	0	LF	\$68.00	\$2,244	\$0	\$2,244
E 42" RCP	733	0	LF	\$65.00	\$47,645	\$0	\$47,645
F 54" RCP	187	0	LF	\$325.00	\$60,775	\$0	\$60,775
G 60" RCP	248	0	LF	\$450.00	\$111,600	\$0	\$111,600
H 4" Dia. MH	0	1	EA	\$1,800.00	\$0	\$1,800	\$1,800
I 8" Dia. MH	1	0	EA	\$3,000.00	\$3,000	\$0	\$3,000
J 15" Type R Inlet	1	1	EA	\$8,000.00	\$8,000	\$8,000	\$12,000
K 30" Type R Inlet	0	1	EA	\$7,500.00	\$0	\$7,500	\$7,500
L Type C Pond Outlet Structure	1	0	EA	\$15,000.00	\$15,000	\$0	\$15,000
M Modified Type D Inlet with CDDT Manhole Box Base	1	0	EA	\$7,500.00	\$7,500	\$0	\$7,500
N Box Base Manhole	4	0	EA	\$5,000.00	\$20,000	\$0	\$20,000
O Spillway Channel 36" PIPE Outlet Headwall	1	0	EA	\$10,000.00	\$10,000	\$0	\$10,000
P Rip-rap (Type L)	0	134	CY	\$20.00	\$0	\$2,680	\$2,680
Q Trench Channel (1.5' wide)	5	205	LF	\$14.00	\$0	\$2,800	\$2,800
R Forebay	0	805	SF	\$10.00	\$0	\$8,050	\$8,050
SUBTOTAL					\$354,130	\$41,885	\$396,015
Roadway							
A 6" Vertical Curb w/ 2" Pan	870	3,265	LF	\$12.00	\$10,438	\$39,305	\$49,743
B Curbing Connection and Backfill for Curb	870	3,265	LF	\$2.00	\$1,740	\$6,530	\$8,270
C Subgrade Prep	242	6,958	SY	\$3.00	\$725	\$20,874	\$21,599
D 2" Depth Asphalt Paving	0	6,048	SY	\$27.00	\$0	\$163,296	\$163,296
E 2" Depth Asphalt Paving (Dransfeldt road)	1,536	0	SY	\$38.00	\$58,444	\$0	\$58,444
F White Painted Channeling Line	796	0	LF	\$1.50	\$1,194	\$0	\$1,194
G Conc. Sidewalk w/ clear, grub and subgrade prep	3,970	0	SF	\$4.00	\$15,880	\$0	\$15,880
H Crossovers and stormwater lamps	1,800	0	SF	\$6.00	\$10,800	\$0	\$10,800
I Dransfeldt trench drain	800	0	LF	\$20.00	\$16,000	\$0	\$16,000
J Translucent Symbols	2	0	EA	\$400.00	\$800	\$0	\$800
K Fractured Face Granite w/ Class 5 Road Base (Pond Trail)	0	122	CY	\$10.00	\$0	\$1,220	\$1,220
SUBTOTAL					\$117,861	\$231,298	\$349,159
Miscellaneous							
A Erosion Control	0	1	LS	\$50,000.00	\$0	\$50,000	\$50,000
B Electric Installation	0	0	EA	\$1,000.00	\$0	\$0	\$0
SUBTOTAL					\$0	\$50,000	\$50,000
TOTAL IMPROVEMENTS SUBTOTAL					\$472,191	\$380,187	\$852,378
CONTINGENCY @ 10%					\$47,219	\$38,019	\$85,238
MOBILIZATION @ 5%					\$23,610	\$19,010	\$42,620
SURVEYING @ 3%					\$14,165	\$11,405	\$25,570
CONSTRUCTION MANAGEMENT & TESTING @ 12%					\$56,663	\$45,623	\$102,286
TOTAL					\$565,278	\$494,257	\$1,059,535
REQUIRED SECURITY @ 110% OF TOTAL					\$621,806	\$543,683	\$1,165,489

Exhibit D
FORM – IRREVOCABLE LETTER OF CREDIT

Issuing Bank's Letterhead

Irrevocable Letter of Credit

Issuing Bank: [Type in bank name.]	Issuance Date: [Type LOC issuance date.]
Letter of Credit No.: [Type LOC number.]	Expiry Date: [Type LOC expiration date.]
Amount: [Type in aggregate amount.]	Name of Developer: [Type in name of developer.]

Town of Parker
20120 East Mainstreet
Parker, Colorado 80138

Attention: Mayor and Town Attorney

Ladies and Gentlemen:

We hereby establish this Irrevocable Letter of Credit in your favor for an amount up to the aggregate sum of \$_____ U.S. Dollars.

Funds under this credit are available to you by your draft or drafts drawn at sight on us containing the number of this Letter of Credit, as set forth above, in the Form of Sight Draft attached hereto as **Exhibit 1** and incorporated by this reference. Partial drawings are permitted. The amount of the funds available under this Letter of Credit may not be reduced, except by payment of drafts drawn hereunder, or pursuant to written authorization given to us by the Town. The sole condition for payment of any draft under this Letter of Credit is that the draft be accompanied by a letter, on the Town's letterhead, signed by the Mayor or designee, stating that one or more of the following conditions exist:

a. The Town has determined that the Developer is in default of its obligations under that certain [type in "agreement" or "permit"], to secure the performance of the [type in the name and date of the agreement, such as "Subdivision Improvements Agreement between the Town and Developer" and the name of the project, or "Development Agreement between the Town and Developer" and the name of the project] or [for permit, type in the name of the project];

or

b. That the expiry date of this Irrevocable Letter of Credit is less than fourteen (14) days from the date of the Mayor or designee's letter and the Developer has not provided the Town with a replacement letter of credit in an amount and form acceptable to the Town to secure the performance of the [type in name of the agreement] or [for permit, type in the name of the project] described herein.

Drafts for payment by the Town, pursuant to this Letter of Credit, shall be deemed timely presented if, prior to the date of expiration of the Letter of Credit, the draft is deposited in the U.S. mail or otherwise delivered for transmission by any other usual means of communication with postage or cost of transmission prepaid and properly addressed to the above letterhead address.

We hereby agree with the Town that such drafts will be processed in good faith and duly honored, upon presentation to us, as provided herein. In case of wrongful dishonor, we agree to reimburse the Town for all court costs, investigative costs and reasonable attorneys fees the Town may incur in obtaining payment, according to the terms of this Letter of Credit. This Letter of Credit shall be governed by and construed in accordance with the laws of the State of Colorado. We further agree that the exclusive venue for any action concerning this Letter of Credit shall be the District Court for Douglas County, Colorado.

Very truly yours,
[Name of Bank]

By: _____
Signature of Authorized Signing Officer

Print Name
[Signature Must Be Notarized]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
200__, by _____, as _____ of _____.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT 1

FORM OF SIGHT DRAFT

Date: _____

At sight, pay to the order of Town of Parker _____ Dollars
(\$ _____), for value received and charge to the account of [*name of Developer*].

Drawn under Letter of Credit No. _____, dated _____ [*type
letter of credit issuance date*].

To: [*name of Issuing Bank*] _____, Town of Parker, beneficiary.

[*Address of Issuing Bank*] _____, By: [*type Mayor or designee*].

Exhibit E: (Streetscape Improvements)

Dransfeldt Industrial Streetscape Landscape Parker, CO

05.24.16



	<u>Amount</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>	<u>% / QTY</u>	<u>Total</u>
					<u>Remaining</u>	<u>Remaining</u>
Deciduous Tree (2 1/2" cal.)	25	Ea.	\$450.00	\$11,250.00	25	\$11,250.00
Deciduous Trees (1" cal.)	0	Ea.	\$250.00	\$0.00	0	\$0.00
Evergreen B&B Trees (6-8' Ht.)	0	Ea.	\$350.00	\$0.00	0	\$0.00
Shrubs (5 gal)	29	Ea.	\$35.00	\$1,015.00	29	\$1,015.00
Ornamental Grasses (1 gal)	58	Ea.	\$14.00	\$784.00	58	\$784.00
Perennials (4" pots)	0	Ea.	\$8.00	\$0.00	0	\$0.00
Seeding	5,976	SF	\$0.20	\$1,195.20	100%	\$1,195.20
Sod		SF	\$0.70	\$0.00	100%	\$0.00
Wood Mulch	0	SF	\$0.90	\$0.00	100%	\$0.00
Cobble Mulch	382	SF	\$1.50	\$543.00	100%	\$543.00
Weed Barrier	0	SF	\$0.30	\$0.00	100%	\$0.00
Steel Edging	110	LF	\$2.50	\$275.00	100%	\$275.00
Landscape Boulder	0	ea	\$300.00	\$0.00	100%	\$0.00
<u>Irrigation</u>						
Sod & Seed Areas (Spray)	5,976	SF	\$0.50	\$2,988.00	100%	\$2,988.00
Planting Beds (Drip)	382	SF	\$0.40	\$144.80	100%	\$144.80
Subtotal				\$18,195.00		\$18,195.00
5% Contingency				\$909.75		\$909.75
TOTAL				\$19,104.75		\$19,104.75

All prices are cost opinions only.

Cost estimate Approved By:

Developer

Date

Exhibit F: (Widening Exhibit)



Project: Dransfeldt Industrial Park
 Project Number: 2255-215-021
 Date: 24-May-16
 Revised: -

Standard Cost Estimate Template

Future Dransfeldt Widening Engineer's Public Improvement Cost Estimate

DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
ONSITE				
& ROADWAY				
A 5" Hot Mix Asphalt Pavement	440	SY	\$38.00	\$16,720.00
B Aggregate Base Course	100	CY	\$20.00	\$2,000.00
C Roadway Subgrade Prep (Extend 2' Outside Curb)	460	SY	\$3.50	\$1,610.00
D 6" Vertical Curb & Gutter (2' Pan)	250	LF	\$18.00	\$4,500.00
E 5' Detached Concrete walk	235	LF	\$30.00	\$7,050.00
F Sidewalk Subgrade Prep (Min 1' Outside Limits)	195	SY	\$3.50	\$682.50
G Concrete Cross pan	50	SY	\$100.00	\$5,000.00
Public Improvements Subtotal				\$41,562.50
Contingency at 10%				\$4,156.25
Mobilization at 6%				\$2,493.75
Surveying at 3%				\$1,234.38
Construction Management and Testing at 12%				\$4,987.50
Public Improvement Total (Rounded Up)				\$60,000.00

Notes:

1. All Costs Must Include Labor and Material
2. Erosion and Sediment Control (CBMP) Cost Estimate shall be submitted with the Grading Permit



ITEM NO: 9F
DATE: 06/20/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: HESS ROAD PUBLIC WORKS FACILITY LOT 2 COMMERCIAL MOBILE RADIO SERVICES (CMRS) FACILITY

(1) RESOLUTION NO. 16-047

A Resolution to allow a partial waiver of the requirements of Section 13.12.030(b)(4) and 13.12.040(a)(2) of the Parker Municipal Code for the application submitted by the Town of a sixty-foot tower to provide public emergency services for the benefit of the members of the Douglas County Emergency Telephone Service Authority

(2) USE BY SPECIAL REVIEW

- | | |
|----------------------------------------------------|----------------------------------------------------------------|
| <input checked="" 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 |



John Fussa, Community Development Director



G. Randolph Young, Town Administrator

ISSUE:

The Town proposes to construct a 60-foot tall free-standing Commercial Mobile Radio Service (CMRS) tower for police and emergency communications at the Public Works Operations Center at the intersection of Hess Road and Tammy Lane. This project is a partnership of the Town of and Douglas County.

PRIOR ACTION:

None

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

In July 2012, the subject property was annexed into the Town and zoned Public Facilities (PF). In August 2012, the property was platted as Lot 1 of the Hess Road Public Works Facility Subdivision Exemption Plat. In November 2013, the property was replatted as Lot 2 of the Hess Road Public Works Facility First Amendment Subdivision Exemption Plat. On April 21, 2014, Town Council approved a site plan for the construction of the Public Works operations facility. This facility has been completed and is in use as the Town's Public Works Operation Center.

The proposed 60-foot tall tower will be constructed on a three-foot by three-foot concrete pad located within a 400-square foot fenced-in facility area. The tower will have a lattice design and could accommodate up to 2 antennas, microwave dishes or other wireless communications equipment. The fenced-in facility area will screen the base of the tower and any associated equipment.

Section 13.12.030 of the Parker Land Development Ordinance requires all free-standing CMRS facilities to be setback from each property line by one foot for every foot of height plus an additional 25 feet. This standard requires that the proposed facility be setback a minimum of 85 feet from all property lines. Staff estimates the setback of the tower to be 55-feet from the east property line.

The proposed CMRS tower location was reviewed and agreed upon by the Town and Douglas County. The reasons cited in support of the location include accessibility, provision of the required microwave line of sight, secure nature of the property, distance from future development and the presence of the existing salt storage buildings. These buildings may be used to partially screen the tower from the existing residential neighborhood to the west.

Section 13.01.100 of the Parker Municipal Code authorizes waivers from the Parker Land Development Ordinance "if it is deemed by the Town Council to be in the public interest and does not impair the intent and purposes of this Title. The conditions of any waiver authorized shall be stated in writing by the Town Council with the justifications set forth." The Town is seeking a waiver from the required 85-foot setback requirement to allow the tower to be constructed approximately 55-feet from the east property line.

Section 13.12.030 states a freestanding CMRS facility which is not designed to be stealth requires Use by Special Review approval. Stealth is defined as a facility with an alternate design which camouflages or conceals the presence of the tower. The proposal does not incorporate a stealth design in its current form however; staff recommends the incorporation of a windmill element to partially address this requirement.

RECOMMENDATION:

Staff recommends Town Council approve Resolution No. 16-047 and the Use by Special Review subject to the conditions contained herein. On June 9, 2016, Planning Commission recommended Town Council approve this Use by Special Review request as conditioned by staff.

PREPARED/REVIEWED BY:

Stacey Nerger, Associate Planner; Bryce Matthews, Comprehensive Planning Manager; John Fussa, Community Development Director; James S. Maloney, Town Attorney

ATTACHMENTS:

1. Vicinity Map
2. Resolution No. 16-047
3. Planning Commission Staff Report

RECOMMENDED MOTION:

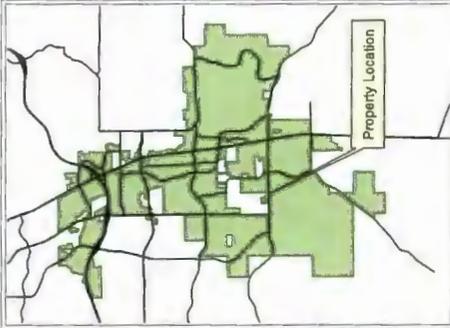
- (1) "I move to approve Resolution No. 16-047."
 - (2) "I move to approve the Use by Special Review for the CMRS, based upon staff findings, with the following conditions contained in the staff report."
1. The Use by Special Review exhibit submitted to the Community Development Department on March 1, 2016 and reviewed by the Planning Commission on June 9, 2016 shall be the approved plans. **ANY ALTERATION, MODIFICATION, SUBSTITUTION, OR REVISION INCLUDING (BUT NOT LIMITED TO) COLORS, MATERIALS, BUILDING PLACEMENT, MASSING, SITE ACCESS, LANDSCAPING AND SITE LIGHTING SHALL BE AT THE DISCRETION OF THE COMMUNITY DEVELOPMENT DIRECTOR, WHO RESERVES THE RIGHT TO REQUIRE SAID PROPOSED CHANGES TO BE REVIEWED AND APPROVED BY THE PLANNING COMMISSION.**
 2. **THIS APPROVAL SHALL EXPIRE SIX (6) MONTHS AFTER THE DATE OF APPROVAL UNLESS A GRADING PERMIT OR BUILDING PERMIT HAS BEEN APPLIED FOR.** The Community Development Director, upon written request, may grant a ninety-(90) day extension.
 3. Prior to the release of any building permit for the CMRS facility, the applicant shall revise the design of the CMRS tower to incorporate a windmill element at the top of the structure that partially addresses the stealth requirements of the Town's CMRS code. Said design shall be reviewed and approved by the Community Development Department.
 4. Prior to the release of any building permits for the CMRS facility, the applicant shall submit the materials and colors of the facility for review and approval by the Community Development Department. The use of neutral colors for the CMRS tower shall be required to minimize the visual impacts of the facility.
 5. Prior to the release of any building permits for the CMRS facility, the applicant shall provide a partial site plan incorporating required screening around the base of the CMRS tower including solid fencing for review and approval by the Community Development Department to minimize the visual impacts of the facility.
 6. Prior to the release of any building permits for the CMRS facility, the applicant shall provide a partial site plan incorporating landscaping on the exterior of the screen fence for review and approval by the Community Development Department to minimize the visual impacts of the facility.

Hess Road Public Works Facility Lot 2 CMRS Facility



PARKER
COLORADO

Use by Special Review



Legend

- Town Boundary
- Site
- Parcels

Narrative:

Use by Special Review to allow the construction of a new freestanding Commercial Mobile Radio Service (CMRS) Facility for public emergency services on the property.

Planner: Stacey Nerger
Project Schedule

Planning Commission Date:

June 9, 2016

Town Council Date:

June 20, 2016



RESOLUTION NO. 16-047, Series of 2016

TITLE: A RESOLUTION TO ALLOW A PARTIAL WAIVER OF THE REQUIREMENTS OF SECTIONS 13.12.030(b)(2) 13.12.030(b)(3)a., SECTION 13.12.030(b)(4) AND 13.12.040(a)(2) OF THE PARKER MUNICIPAL CODE FOR THE APPLICATION SUBMITTED BY THE TOWN OF A SIXTY-FOOT TOWER TO PROVIDE PUBLIC EMERGENCY SERVICES FOR THE BENEFIT OF THE MEMBERS OF THE DOUGLAS COUNTY EMERGENCY TELEPHONE SERVICE AUTHORITY

WHEREAS, Douglas County and the Town are members of the Douglas County Emergency Telephone Service Authority (the "Authority");

WHEREAS, the Authority plans to fund the installation of a sixty-foot tower, including, but not limited to, microwave dishes and related cabinet and electronic equipment (the "Tower"), as part of a wireless radio network that will create a high-capacity, reliable and cost-effective internet protocol platform to connect the members of the Authority for public emergency services (the "Network");

WHEREAS, the Authority plans to fund the installation of two additional microwave dishes and related radio equipment and cabling (the "Additional Dishes"), as part of the Network;

WHEREAS, the Tower will be installed on real property owned by the Town and located at 9045 Tammy Lane, Parker, Colorado 80134, and more specifically described herein (the "Public Works Operations Center");

WHEREAS, the Additional Dishes will be installed on real property owned by the Town and located at 18600 Lincoln Meadows Parkway, Parker, Colorado 80134, which is the Parker Police Station;

WHEREAS, the Tower will be owned by the Town and will be maintained by Douglas County as a part of the Network;

WHEREAS, the Additional Dishes will be owned and maintained by the County as part of the Network;

WHEREAS, the Authority will provide the funds to maintain the Tower and Additional Dishes as part of the Network;

WHEREAS, the Town Council of the Town and the Board of County Commissioners for Douglas County approved an intergovernmental agreement memorializing the ownership, maintenance and operation of the Tower and the Additional Dishes;

WHEREAS, the Town has applied for the approval of the Tower as a freestanding CMRS facility under the Parker Land Development Ordinance;

WHEREAS, Section 13.12.030(b)(3)a. of the Parker Municipal Code will require that the Tower be setback a minimum of eighty-five feet (85') from all property lines on Public Works Operations Center property, because the Tower will be constructed to a height of sixty feet (60');

WHEREAS, the Tower was located at a specific site within Public Works Operations Center property (the "Site"), because the Site is away from truck and vehicle traffic, the Tower is easily accessible to service technician at the Site and the Site is within the fenced/controlled area of the Center for security purposes;

WHEREAS, the location of the Tower at the Site within the Public Works Operations Center provides the required microwave path for the Network, while utilizing the barns and other buildings to shield the view of the Tower from several directions, which would not be the case if the Tower was placed to the south or west of the barns located on the Parker Public Works Operations Center;

WHEREAS, there are too many complications to construct the Tower between the barns at the Public Works Operations Center and the Tower would have to be taller than the barns, exceeding the sixty-five-foot- (65'-) height limitation contained in the Parker Municipal Code;

WHEREAS, the if the Tower is placed at the Site within the Public Works Operations Center property, the Tower will be the same height as the barns, which height will not exceed the height limitation contained in the Parker Municipal Code, the Tower will within the required microwave path for the Network, the Tower will be screened from several directions, the Tower will be within a secure area and the location of the Tower will be in an area that will not be used for future development or infrastructure;

WHEREAS, a setback of eight-five feet (85') will eliminate the ability to locate the Tower on the Public Works Operations Center property and jeopardize the Project;

WHEREAS, Section 13.01.100 of the Parker Municipal Code authorizes waivers from the Parker Land Development Ordinance "if it is deemed by Town Council to be in the public interest and does not impair the intent and purposes of this Title. The conditions of any waiver authorized shall be stated in writing by the Town Council with the justifications set forth;" and

WHEREAS, waiving the Applicant's compliance with Section 13.12.030(b)(3)a. of the Parker Municipal Code is in the public interest and the intent and purposes of this Title will not be impaired for the reasons provided above and for the reason that the Applicant will be required to comply with all other requirements of the Parker Municipal Code prior to the construction of the Tower.

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

Section 1. The Town Council waives the application of setback requirement contained in Section 13.12.030(b)(3)a. of the Parker Municipal Code to the Tower as a part of the Project.

Section 2. The Town Council further determines that the partial waiver described herein is in the public interest and does not impair the intent and purpose of the Parker Land Development Ordinance.

Section 3. The Recitals of this Resolution are incorporated herein by this reference.

RESOLVED AND PASSED this ____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk



**Community Development Department Memorandum
Development Review Division**

To: Town of Parker Planning Commission

From: Stacey Neger, Associate Planner *SN*
Bryce Matthews, Comprehensive Planning Manager

Through: John Fussa, Community Development Director

Date: June 9, 2016

Regarding: Public Hearing:
Hess Road Public Works Facility Lot 2 Commercial Mobile Radio Service
(CMRS) Facility- Use by Special Review
[Application Z16-010]

**Section I.
Subject & Proposal:**

Location: 9045 Tammy Lane; located north of Hess Road and west of Tammy Lane

Applicant: Town of Parker

Proposal: The applicant is proposing to construct a sixty-foot (60') tall freestanding Commercial Mobile Radio Service (CMRS) facility for emergency services on the Hess Road Public Works facility.

**Section II.
Background:**

History: In July 2012, the property was annexed into the Town and zoned Public Facilities (PF). In August 2012, the property was platted as Lot 1 of the Hess Road Public Works Facility Subdivision Exemption Plat. In November 2013, the property was replatted as Lot 2 of the Hess Road Public Works Facility First Amendment Subdivision Exemption Plat. On April 21, 2014, Town Council approved a site plan for the construction of the Public Works operations facility.

Land Use Summary Data:

Total Area: 2.001 acres (87,177 square feet)
Zoning: PF – Public Facilities
Existing Use: Town of Parker Public Works salt storage barns and magnesium chloride tanks

Surrounding Zoning & Land Use:

North: Douglas County (A1 Zoning); outside storage facility for Douglas County Public Works
East: Douglas County (A1 Zoning); Douglas County Public Works maintenance facility
South: Hess Road Right-of-Way/PD - Planned Development; Anthology (Currently vacant)
West: Douglas County (Rural Residential (RR) Zoning); Cherry Creek Highlands subdivision

**Section III.
Analysis:**

Conformance with the Town's Land Development Code:

The applicant is proposing to install a new freestanding CMRS facility to provide a needed link to the emergency communications system for the Town of Parker and Douglas County. The Parker Land Development Ordinance requires new freestanding CMRS facilities for public emergency services to be reviewed and approved through a Use by Special Review.

The applicant is proposing to construct a 60-foot tall freestanding lattice type tower. The 60-foot tower will be constructed on a three-foot by three-foot concrete pad located within a 400-square foot fenced-in facility area. The fenced-in facility area will screen the base of the tower and any associated equipment.

To ensure compatibility with the existing development the following conditions are required for approval:

1. Installation of a windmill at the top of the tower to blend with the barn-like existing architecture
2. Lattice materials to be constructed to minimize visibility of the tower

Section 13.12.030 of the Parker Land Development Ordinance requires any freestanding CMRS facility to be setback from each property line one foot of distance for every foot of height, plus an additional 25 feet. This would require the proposed facility to be setback a minimum of 85 feet from all property lines.

The proposed location for the facility was reviewed and agreed upon by the Town and Douglas County for several reasons including accessibility, provision of the required microwave path and line of sight, located within a secured property, not within a future development area and the existing salt barns could be used to screen the facility from the views of the existing residential located to the west.

Section 13.01.100 of the Parker Municipal Code authorizes waivers from the Parker Land Development Ordinance "if it is deemed by the Town Council to be in the public interest and does not impair the intent and purposes of this Title. The conditions of any waiver authorized shall be stated in writing by the Town Council with the justifications set forth." Therefore, the applicant is seeking to waive the setback requirement allowing the tower to be constructed closer than 85-feet from the property lines. The proposed waiver will be heard by Town Council concurrently with the Use by Special Review request on June 20, 2016.

Section IV.
Additional Staff Findings:

The Town of Parker Land Development Ordinance §13.04.200(b), specifies nine criteria to be used in evaluating a request for UBSR. If the proposed use meets these criteria, or can meet them subject to reasonable mitigation conditions, the use may be approved.

1. Will be in harmony and compatible with the character of the surrounding areas and neighborhood.

Analysis and findings:

The site currently consists of two salt storage barns and 12 magnesium chloride cylinders. The properties located directly to the north and east are used by Douglas County Public Works for offices and storage of materials. The 60-foot tall tower and 400-square foot facility area located adjacent to the existing salt storage barns. To ensure compatibility with the existing development the following conditions are required for approval:

1. Installation of a windmill at the top of the tower to blend with the barn-like existing architecture
2. Lattice materials to be constructed to minimize visibility of the tower

2. Will be consistent with the Town Master Plan;

Analysis and findings:

The Parker 2035 Master Plan lists the following Goals:

- Provide sustainable and reliable public services to Town residents, businesses and visitors in an efficient and effective manner

- Provide coordinated law enforcement resources concurrent with population growth and service levels desired by the community, to ensure the level of safety, security and life quality our community desires

The proposed new CMRS facility will provide a needed link to the emergency communications system for the Town of Parker and Douglas County. The proposal meets the intent of the Parker 2035 Master Plan by providing a needed service to the Town residents.

3. Will not result in an over-intensive use of land;

Analysis and findings:

The proposed 400 square-foot CMRS facility will be unstaffed and will be located within an existing development. The facility will not result in an over-intense use of the land.

4. Will not have a material adverse effect on community capital improvement programs;

Analysis and findings:

The proposed facility is a public facility that will be constructed and maintained by the Douglas County Sheriff's Office Radio System. The unmanned facility will not require any municipal infrastructure and therefore will not impact the community's capital improvement program.

5. Will not require a level of community facilities and services greater than that which is available;

Analysis and findings:

The purpose of the facility is to provide a needed link to the emergency communications system for the Town of Parker and Douglas County. This facility will enhance the effectiveness of the countywide public safety radio communications system and the Douglas County communications contractor that already serves the system will undertake ongoing maintenance. The tower will not have any staff and therefore will not result in the need for additional police or fire protection, drainage, sanitation, waste removal or water and sewer.

6. Will not result in undue traffic congestion or traffic hazards;

Analysis and findings:

The proposed facility is unstaffed and will only be accessed by staff when maintenance is required.

7. Will not cause significant air, water or noise pollution;

Analysis and findings:

The unstaffed facility will not cause significant air, water or noise pollution.

8. Will be adequately landscaped, buffered and screened; and

Analysis and findings:

The facility is proposed to be located in such a way that it will be screened from the west by the existing salt barns. Several conditions of approval have been added which will ensure that the facility and any associated equipment is adequately screened. These conditions include the addition of a windmill, constructing the tower with materials that ensure it blends with the existing use of the property, the addition of a solid screen fence around the facility area and the placement of trees and shrubs around the exterior of the fenced area.

9. Will not otherwise be detrimental to the health, safety or welfare of the present or future inhabitants of the Town.

Analysis and findings:

The purpose of the facility is to provide improve the communications capabilities for all first responder organizations in our community resulting in a positive effect on current and future town resident's health, safety and welfare.

Section V.

Referral Agency Comments:

Below are the condensed versions of referral responses received from affected agencies:

Town of Parker Building Dept.:

The project will require building review and permit.

Intermountain Rural Electric Association (IREA):

No comment

Town of Parker Engineering Dept.:

Approved

Xcel:

No apparent conflict

Fire Life Safety:

No comment

CenturyLink:

No comment

Parker Water & Sanitation District:

Approved

Comcast:

No comment

Section VI.

Recommendations:

Staff recommends that the Planning Commission recommend that the Town Council approve the Use by Special Review request for the CMRS facility at Hess Road Public Works Facility Lot 2 subject to the Parker Municipal Code and the following conditions:

1. The Use by Special Review exhibit submitted to the Community Development Department on March 1, 2016 and reviewed by the Planning Commission on June 9, 2016 shall be the approved plans. **ANY ALTERATION, MODIFICATION, SUBSTITUTION, OR REVISION INCLUDING (BUT NOT LIMITED TO) COLORS, MATERIALS, BUILDING PLACEMENT, MASSING, SITE ACCESS, LANDSCAPING AND SITE LIGHTING SHALL BE AT THE DISCRETION OF THE COMMUNITY DEVELOPMENT DIRECTOR, WHO RESERVES THE RIGHT TO REQUIRE SAID PROPOSED CHANGES TO BE REVIEWED AND APPROVED BY THE PLANNING COMMISSION.**
2. **THIS APPROVAL SHALL EXPIRE SIX (6) MONTHS AFTER THE DATE OF APPROVAL UNLESS A GRADING PERMIT OR BUILDING PERMIT HAS BEEN APPLIED FOR.** The Community Development Director, upon written request, may grant a ninety-(90) day extension.
3. Prior to the release of any Building Permit for the CMRS facility the applicant shall submit the addition of a windmill to the top of the facility for review and approval by the Community Development Department.
4. Prior to the release of any Building Permit for the CMRS facility the applicant shall submit the materials and colors of the facility for review and approval by the Community Development Department.
5. The applicant shall install screen fencing, as approved by the Community Development Department, around the facility and any associated equipment to minimize the view of the facility.
6. The applicant shall install landscaping, as approved by the Community Development Department on the exterior of the screen fence to minimize the view of the facility.

Section VII.

Attachments:

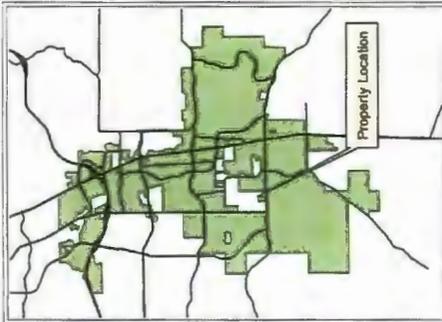
1. Vicinity Map
2. Freestanding CMRS Exhibit
3. Applicant response to Use by Special Review Criteria
4. Referral Agency Comments

Section VII.
Proposed Motion(s):

"I move the Planning Commission recommend that the Town Council approve the Hess Road Public Works Facility Lot 2 CMRS Use by Special Review, subject to the six conditions listed in staff's report."

Hess Road Public Works Facility Lot 2 CMRS Facility

Use by Special Review



- Legend**
- Town Boundary
 - Site
 - Parcels

Narrative:
Use by Special Review to allow the construction of a new freestanding Commercial Mobile Radio Service (CMRS) Facility for public emergency services on the property.

Planner: Stacey Nerger
Project Schedule
Planning Commission Date: June 9, 2016
Town Council Date: June 20, 2016



EXHIBIT A



20' x 20' Outer
Perimeter Fenced Area

9.5' x 9.5' Concrete Pad

3' x 3' Tower Footing

ITEM	QTY	UNIT	DESCRIPTION	REMARKS
1	1	EA	CONCRETE PAD	9.5' x 9.5'
2	1	EA	TOWER FOOTING	3' x 3'
3	1	EA	TOWER	20' x 20' PERIMETER
4	1	EA	PERIMETER FENCE	20' x 20'
5	1	EA	CONCRETE PAD	9.5' x 9.5'
6	1	EA	TOWER FOOTING	3' x 3'
7	1	EA	TOWER	20' x 20' PERIMETER
8	1	EA	PERIMETER FENCE	20' x 20'
9	1	EA	CONCRETE PAD	9.5' x 9.5'
10	1	EA	TOWER FOOTING	3' x 3'
11	1	EA	TOWER	20' x 20' PERIMETER
12	1	EA	PERIMETER FENCE	20' x 20'
13	1	EA	CONCRETE PAD	9.5' x 9.5'
14	1	EA	TOWER FOOTING	3' x 3'
15	1	EA	TOWER	20' x 20' PERIMETER
16	1	EA	PERIMETER FENCE	20' x 20'
17	1	EA	CONCRETE PAD	9.5' x 9.5'
18	1	EA	TOWER FOOTING	3' x 3'
19	1	EA	TOWER	20' x 20' PERIMETER
20	1	EA	PERIMETER FENCE	20' x 20'
21	1	EA	CONCRETE PAD	9.5' x 9.5'
22	1	EA	TOWER FOOTING	3' x 3'
23	1	EA	TOWER	20' x 20' PERIMETER
24	1	EA	PERIMETER FENCE	20' x 20'
25	1	EA	CONCRETE PAD	9.5' x 9.5'
26	1	EA	TOWER FOOTING	3' x 3'
27	1	EA	TOWER	20' x 20' PERIMETER
28	1	EA	PERIMETER FENCE	20' x 20'
29	1	EA	CONCRETE PAD	9.5' x 9.5'
30	1	EA	TOWER FOOTING	3' x 3'
31	1	EA	TOWER	20' x 20' PERIMETER
32	1	EA	PERIMETER FENCE	20' x 20'
33	1	EA	CONCRETE PAD	9.5' x 9.5'
34	1	EA	TOWER FOOTING	3' x 3'
35	1	EA	TOWER	20' x 20' PERIMETER
36	1	EA	PERIMETER FENCE	20' x 20'
37	1	EA	CONCRETE PAD	9.5' x 9.5'
38	1	EA	TOWER FOOTING	3' x 3'
39	1	EA	TOWER	20' x 20' PERIMETER
40	1	EA	PERIMETER FENCE	20' x 20'
41	1	EA	CONCRETE PAD	9.5' x 9.5'
42	1	EA	TOWER FOOTING	3' x 3'
43	1	EA	TOWER	20' x 20' PERIMETER
44	1	EA	PERIMETER FENCE	20' x 20'
45	1	EA	CONCRETE PAD	9.5' x 9.5'
46	1	EA	TOWER FOOTING	3' x 3'
47	1	EA	TOWER	20' x 20' PERIMETER
48	1	EA	PERIMETER FENCE	20' x 20'
49	1	EA	CONCRETE PAD	9.5' x 9.5'
50	1	EA	TOWER FOOTING	3' x 3'
51	1	EA	TOWER	20' x 20' PERIMETER
52	1	EA	PERIMETER FENCE	20' x 20'
53	1	EA	CONCRETE PAD	9.5' x 9.5'
54	1	EA	TOWER FOOTING	3' x 3'
55	1	EA	TOWER	20' x 20' PERIMETER
56	1	EA	PERIMETER FENCE	20' x 20'
57	1	EA	CONCRETE PAD	9.5' x 9.5'
58	1	EA	TOWER FOOTING	3' x 3'
59	1	EA	TOWER	20' x 20' PERIMETER
60	1	EA	PERIMETER FENCE	20' x 20'
61	1	EA	CONCRETE PAD	9.5' x 9.5'
62	1	EA	TOWER FOOTING	3' x 3'
63	1	EA	TOWER	20' x 20' PERIMETER
64	1	EA	PERIMETER FENCE	20' x 20'
65	1	EA	CONCRETE PAD	9.5' x 9.5'
66	1	EA	TOWER FOOTING	3' x 3'
67	1	EA	TOWER	20' x 20' PERIMETER
68	1	EA	PERIMETER FENCE	20' x 20'
69	1	EA	CONCRETE PAD	9.5' x 9.5'
70	1	EA	TOWER FOOTING	3' x 3'
71	1	EA	TOWER	20' x 20' PERIMETER
72	1	EA	PERIMETER FENCE	20' x 20'
73	1	EA	CONCRETE PAD	9.5' x 9.5'
74	1	EA	TOWER FOOTING	3' x 3'
75	1	EA	TOWER	20' x 20' PERIMETER
76	1	EA	PERIMETER FENCE	20' x 20'
77	1	EA	CONCRETE PAD	9.5' x 9.5'
78	1	EA	TOWER FOOTING	3' x 3'
79	1	EA	TOWER	20' x 20' PERIMETER
80	1	EA	PERIMETER FENCE	20' x 20'
81	1	EA	CONCRETE PAD	9.5' x 9.5'
82	1	EA	TOWER FOOTING	3' x 3'
83	1	EA	TOWER	20' x 20' PERIMETER
84	1	EA	PERIMETER FENCE	20' x 20'
85	1	EA	CONCRETE PAD	9.5' x 9.5'
86	1	EA	TOWER FOOTING	3' x 3'
87	1	EA	TOWER	20' x 20' PERIMETER
88	1	EA	PERIMETER FENCE	20' x 20'
89	1	EA	CONCRETE PAD	9.5' x 9.5'
90	1	EA	TOWER FOOTING	3' x 3'
91	1	EA	TOWER	20' x 20' PERIMETER
92	1	EA	PERIMETER FENCE	20' x 20'
93	1	EA	CONCRETE PAD	9.5' x 9.5'
94	1	EA	TOWER FOOTING	3' x 3'
95	1	EA	TOWER	20' x 20' PERIMETER
96	1	EA	PERIMETER FENCE	20' x 20'
97	1	EA	CONCRETE PAD	9.5' x 9.5'
98	1	EA	TOWER FOOTING	3' x 3'
99	1	EA	TOWER	20' x 20' PERIMETER
100	1	EA	PERIMETER FENCE	20' x 20'



LOADING TYPE	REMARKS	TYPE	ELEVATION
1. DEAD	AS SHOWN	AS SHOWN	AS SHOWN
2. LIVE	AS SHOWN	AS SHOWN	AS SHOWN
3. WIND	AS SHOWN	AS SHOWN	AS SHOWN
4. SEISMIC	AS SHOWN	AS SHOWN	AS SHOWN

ITEM	TYPE	GRADE	YIELD	TENSILE	ELONGATION
1. CONCRETE	4000	4000	4000	4000	4000
2. STEEL	A36	A36	A36	A36	A36

- TOWER DESIGN NOTES**
1. Tower is located in Southern Ocean, Oklahoma.
 2. Tower is designed for Exposure C to the ASCE 7-05 Standard.
 3. Tower is designed for 90 mph wind speed in accordance with the ASCE 7-05 Standard.
 4. Foundation are 3' x 3' x 3' in size.
 5. Tower structure is 20' x 20'.
 6. Tower structure is 20' x 20'.
 7. Tower structure is 20' x 20'.
 8. Tower structure is 20' x 20'.
 9. All loads are as shown on the tower structure.
 10. Structural members are to be designed per ASCE 7-05 Standard.
 11. Tower structure is 20' x 20'.
 12. All connections are to be designed per ASCE 7-05 Standard.
 13. All connections are to be designed per ASCE 7-05 Standard.
 14. All connections are to be designed per ASCE 7-05 Standard.
 15. All connections are to be designed per ASCE 7-05 Standard.
 16. All connections are to be designed per ASCE 7-05 Standard.
 17. All connections are to be designed per ASCE 7-05 Standard.
 18. Tower structure is 20' x 20'.

Atlanta Tower Inc.
P.O. Box 28
Henderson, KY 40410
Phone: (502) 838-8819
Fax: (502) 838-8818

ASCE 7-05 10/10/05
ASCE 7-05 10/10/05
ASCE 7-05 10/10/05
ASCE 7-05 10/10/05

UbsR Review Criteria Public Safety Communications Tower

- (1) This use will be compatible with the character and surrounding uses in that the tower is buffered on four sides by existing governmental, industrial-type uses and will be mostly shielded from view of residential sites in the area.
- (2) As the Master Plan designates this site and zoning as "Public Facility" it is consistent with the Plan.
- (3) This tower site will not create an over-intense use of land parcels as it is only 400 square feet within a nearly two-acre parcel.
- (4) This use will have no effect on any future capital improvement program.
- (5) This addition to the effectiveness of the countywide public safety radio communications system is an enhancement, and ongoing maintenance will be undertaken by the Douglas County communications contractor that already serves the system.
- (6) This tower installation and use will have no effect on traffic in any way.
- (7) This tower installation and use will have no effect on the quality of air, water nor will it contribute to noise pollution.
- (8) The easterly edge of this site is heavily landscaped with seven trees and more than two dozen shrubs—which will buffer and screen the base area. The view from the west is shielded by the two large salt storage buildings and the view from the east (a Douglas County Public Works facility and Tammy Lane) will have the broad side of a salt storage building as a backdrop, so the tower will be less visible. To the north there is a slope and a Douglas County materials (piles) storage site shielding the view, and to the south is Parker's Public Works facility and Hess Road, with more than 800 feet to the edge of right-of-way.
- (9) Rather than being a detriment to health, safety and welfare of inhabitants it will be an asset as it will improve the communications capabilities for all first responder organizations in our community.

TOWN OF PARKER- BUILDING

View Notes

Z16-010

Go Type (Asc)

REVIEWS

Gil Rossmiller	Building 20
Project will require a building review and permit.	
3/20/2016 1:12:22 PM	

Close

TOWN OF PARKER- ENGINEERING

Edit Review

Z16-010

Review Type: **USE BY SPECIAL REVIEW - PW**

Reviewer: **Tom Williams**

Date Sent: **3/3/2016** Today

Date Due: **3/30/2016** Today

Status: **APPROVED**

Remarks:

Date Returned: **3/7/2016** Today

Add to Timesheet:

Add Standard Notes

CENTURYLINK COMMUNICATIONS

No comments submitted

COMCAST

No comments submitted

FIRE LIFE SAFETY

Edit Review

Z16-010

Review Type: FIRE LIFE SAFETY 20

Reviewer: Randy Capra

Date Sent: 3/3/2016 Today

Date Due: 3/30/2016 Today

Status: NO COMMENT

Remarks:

Date Returned: 3/16/2016 Today

Add to Timesheet:

Add Standard Notes

IREA

Edit Review

Z16-010

Review Type	IREA 20	+ Add Standard Notes
Reviewer	Brooks Kaufman	<div style="border: 2px solid yellow; height: 100px;"></div>
Date Sent	3/3/2016 Today	
Date Due	3/30/2016 Today	
Status	NO COMMENT	
Remarks		
Date Returned	3/21/2016 Today	
Add to Timesheet		

[Save](#) [Cancel](#)

PARKER WATER AND SANITATION DISTRICT

Edit Review

Z16-010

Review Type: Parker Water and Sanitation District 20 + Add Standard Notes

Reviewer: Robert Ramsey

Date Sent: 3/9/2016 Today

Date Due: 3/30/2016 Today

Status: APPROVED

Remarks:

Date Returned: 3/9/2016 Today

Add to Timesheet:



Right of Way & Permits
1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: 303.571.3306
Facsimile: 303.571.3284
donna.l.george@xcelenergy.com

March 29, 2016

Town of Parker Community Development Department
20120 E. Mainstreet
Parker, CO 80138

Attn: Stacey Nerger

Re: Hess Road Public Works Facility L2 CMRS, Case # Z16-010

Public Service Company of Colorado's Right of Way & Permits Referral Desk has reviewed the use by special review plans for **Hess Road Public Works Facility L2 CMRS** and has **no apparent conflict**.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado



ITEM NO: 10
DATE: 06/20/2016

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 type="checkbox"/> ORDINANCE FOR 1 ST READING | (06/06/2016) |
| <input type="checkbox"/> CONTRACT | <input checked="" 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 second reading."



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.

5/19/2016

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 DC99005445

SP
DF
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.

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)
) 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.

My commission expires: June 17, 2002

(S E A L)

Carol G. Harris
Notary Public

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 Viola R. Miller.

My commission expires: June 17, 2002

(S E A L)

Carol G. Harris
Notary Public

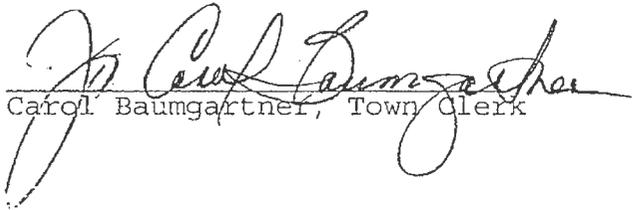
GRANTEE:

TOWN OF PARKER



Gary Lasater, Mayor

ATTEST:



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

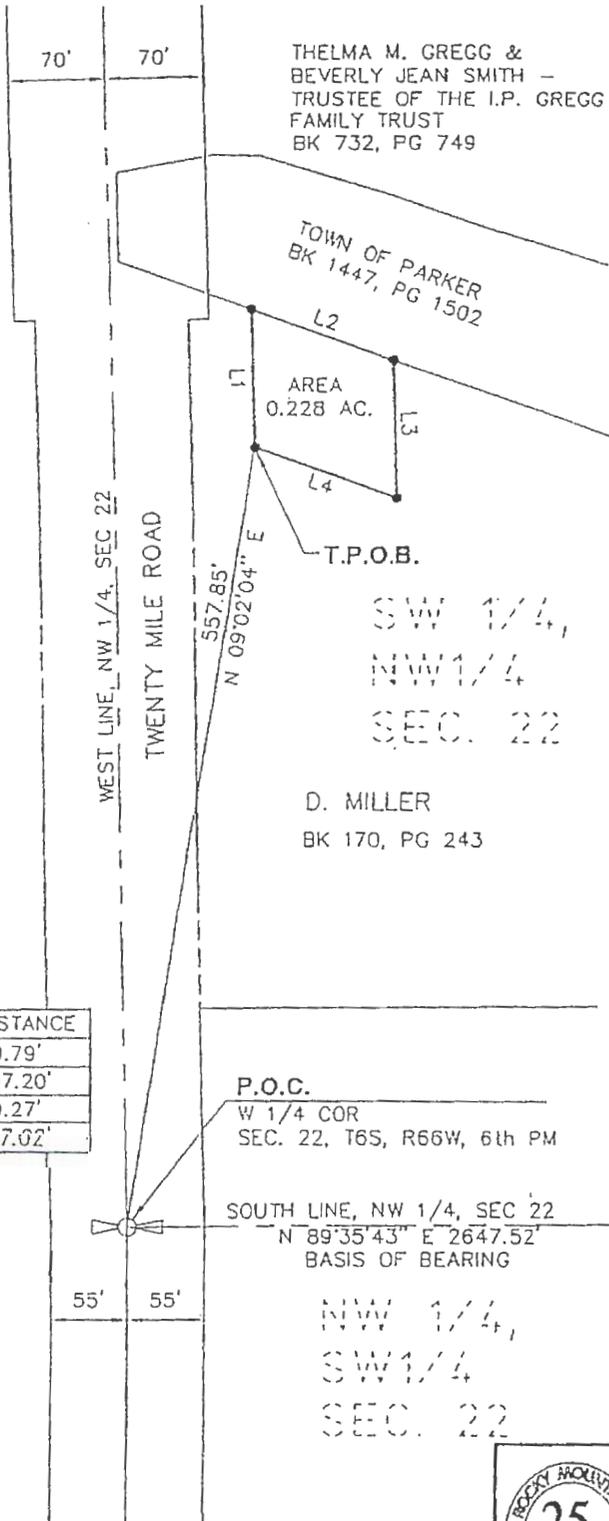
NE 1/4
 SEC. 21

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'



THELMA M. GREGG &
 BEVERLY JEAN SMITH -
 TRUSTEE OF THE I.P. GREGG
 FAMILY TRUST
 BK 732, PG 749

TOWN OF PARKER
 BK 1447, PG 1502

AREA
 0.228 AC.

T.P.O.B.

SW 1/4,
 NW 1/4
 SEC. 22

D. MILLER
 BK 170, PG 243

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

SOUTH LINE, NW 1/4, SEC 22
 N 89°35'43" E 2647.52'
 BASIS OF BEARING

NW 1/4,
 SW 1/4
 SEC. 22

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

DRAWN JA.DWG
 JOB NO. 0300.019.05

DATE 03/27/98

REVISED

ENGINEERING THE
 FUTURE

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

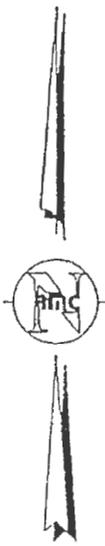
Date: _____

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

Twenty Mile Road Slope Esmt D. Miller
RMC Job No. 0300.019.05
Doc. No. C:\Project\Parker\20mile\sl3a.leg
March 27, 1998 VRI

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

EXHIBIT B (4 of 4)



SCALE: 1"=100'

PARKER WATER & SANITATION DISTRICT

BK 732, PG 749

N 01°17'32" W
17.62'

N 88°42'28" E
15.00'

S 70°10'00" E
32.16'
TOWN OF PARKER
BK 1447, PG. 1502

W. LINE OF THE SW 1/4, NW 1/4

N 01°17'32" W

S 01°17'32" E

AREA = 0.513 ACRES

488.34'

495.07'

D. MILLER
BK 170, PG 243

T.P.O.B.

N 89°36'26" E
55.01'

S 89°36'26" W
45.01'

BK 171, PG 392

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

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

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

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

ROCKY MOUNTAIN CONSULTANTS, INC.

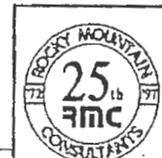
SHEET 2 OF 2

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

SL3A.DWG
JOB NO. 0300.019.05

DATE 03/27/98

REVISED



ENGINEERING THE FUTURE

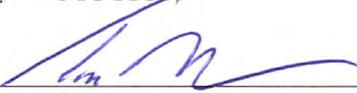


ITEM NO: 11
DATE: 06/20/2016

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 type="checkbox"/> ORDINANCE FOR 1 ST READING | (06/06/2016) |
| <input type="checkbox"/> CONTRACT | <input checked="" 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:

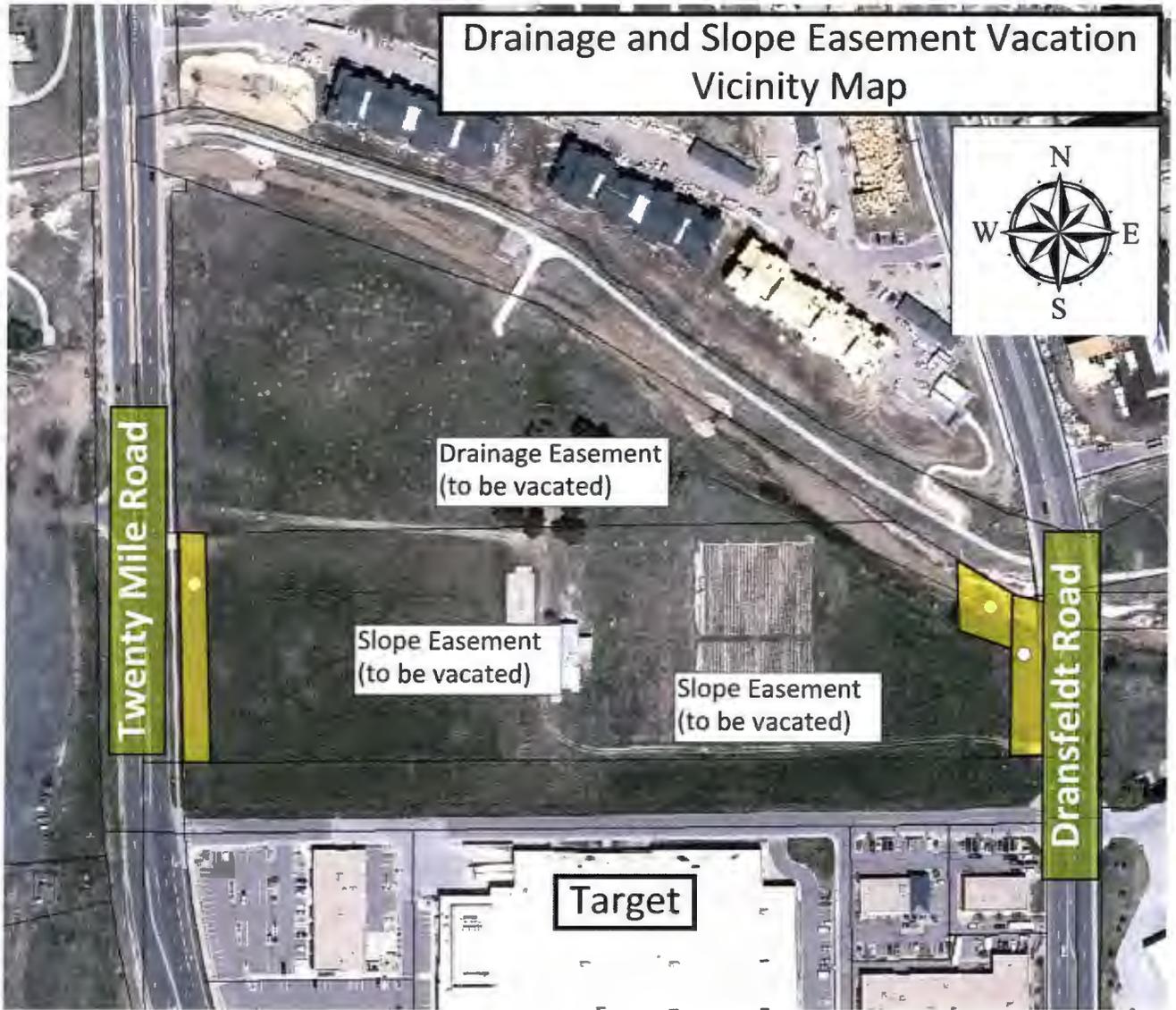
Alex Mestdagh, Senior Development Review Engineer; Jim Maloney, Town Attorney

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 second reading."



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

99005908 - 01/20/99 15:54 - CAROLE R. MURRAY DOUGLAS CO. COLO. CLERK & RECORDER

~~BI658 - P1253 \$55.00 D.F. EXEMPT 1/11~~DRAINAGE AND SLOPE EASEMENT AGREEMENT

DC99005908

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

11P
DF
EX

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 G. Harris
Notary Public

GRANTEE:

TOWN OF PARKER
Gary Lasater
Gary Lasater, Mayor

ATTEST: Carol Baumgartner
Carol Baumgartner, Town Clerk

EXHIBIT B (1 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, 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

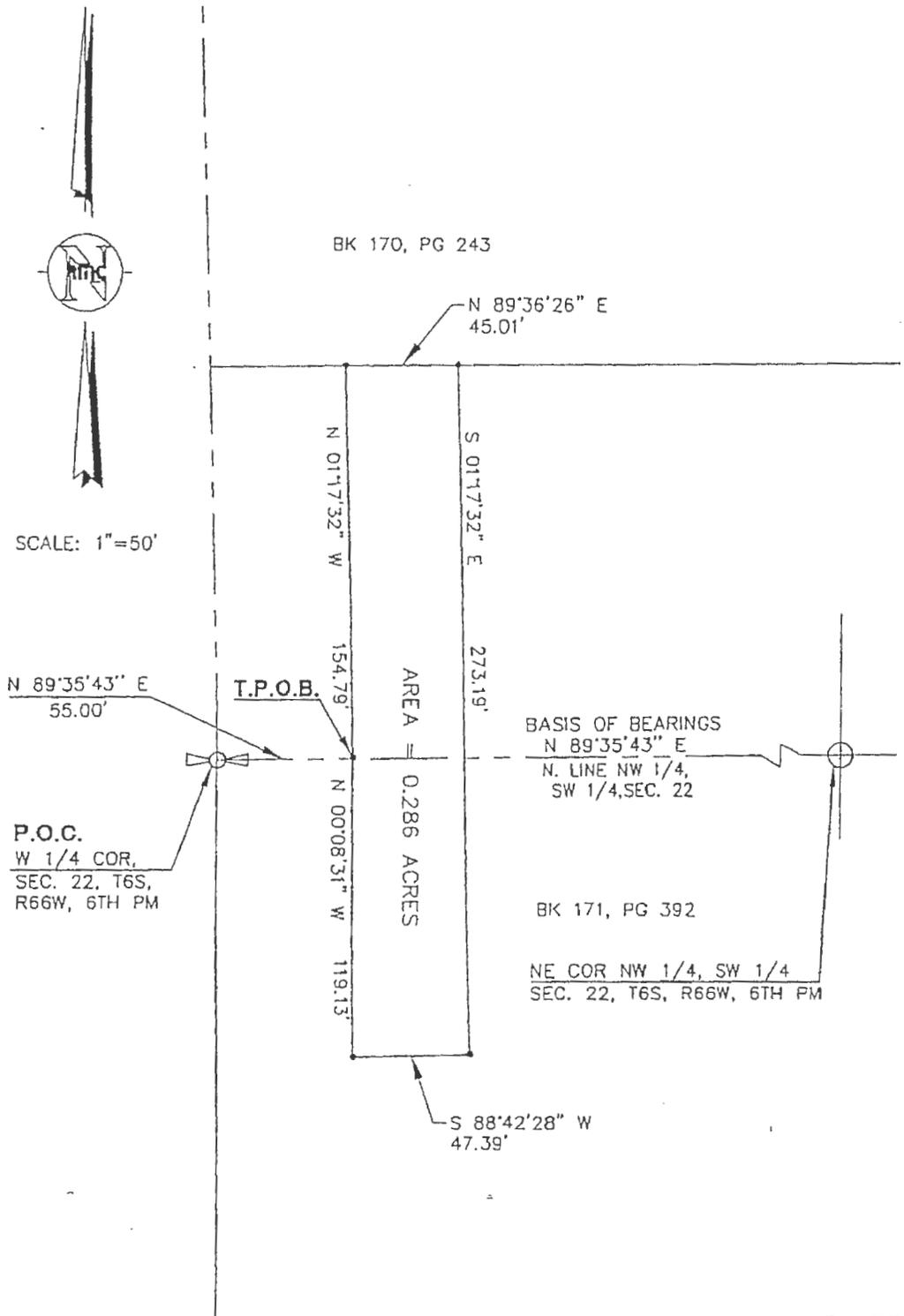
Date: _____

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\20mile\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

BK 170, PG 243

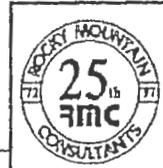
N 89°36'26" E
45.01'

S 01°17'32" E
273.19'

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) 741-6106

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°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 89°35'43" West, a distance of 45.00 feet; Thence North 00°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°27'34", a radius of 1,195.00 feet, an arc length of 113.87 feet, a chord bearing of North 02°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°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°52'41", a radius of 1,240.00 feet, an arc length of 83.93 feet, a chord bearing of South 02°07'23" East and a chord distance of 83.91 feet; Thence South 00°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°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

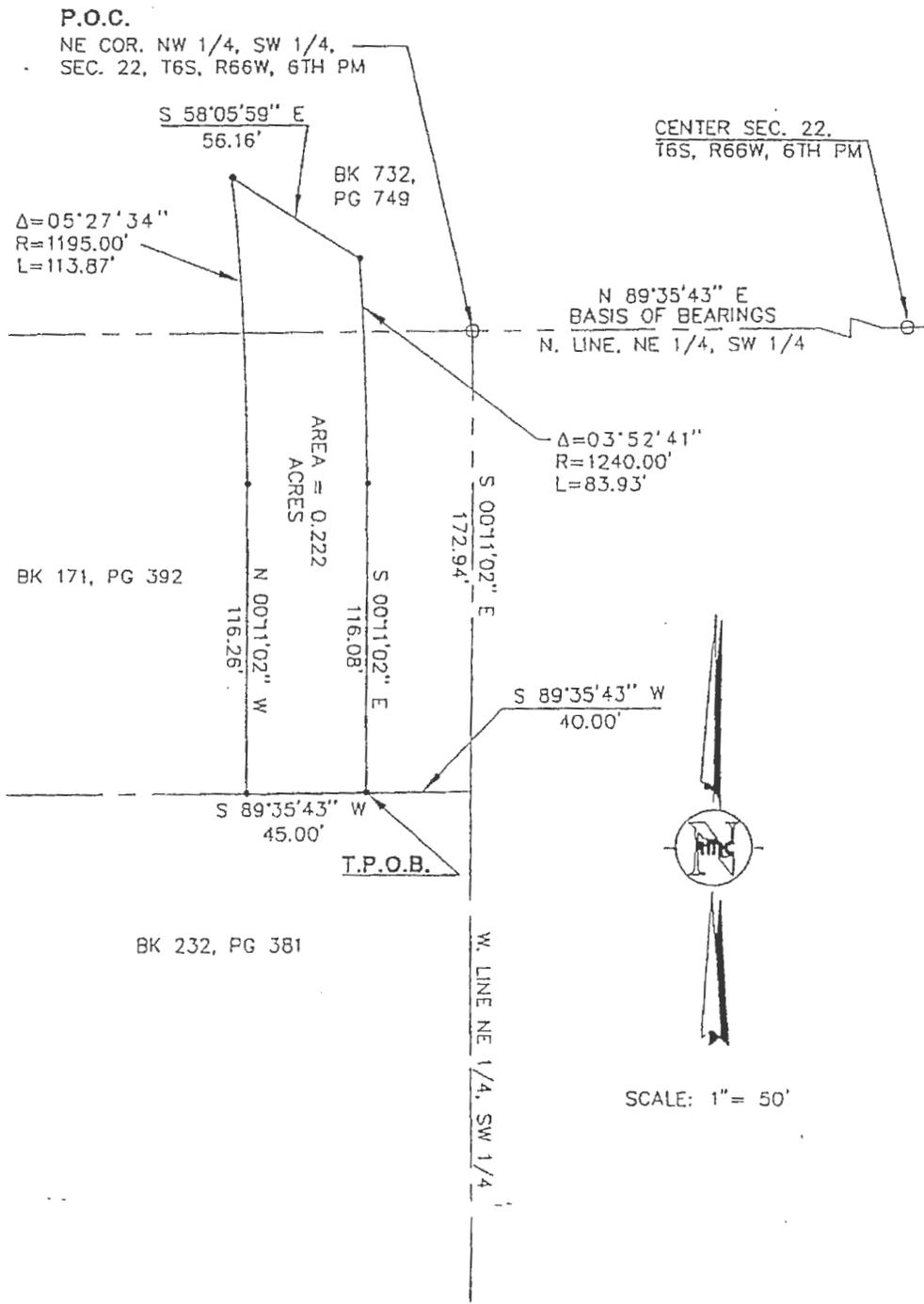
Date: _____

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\Dransfeldt\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



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. 0300.019.04:7 DATE 12/01/97 REVISED



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

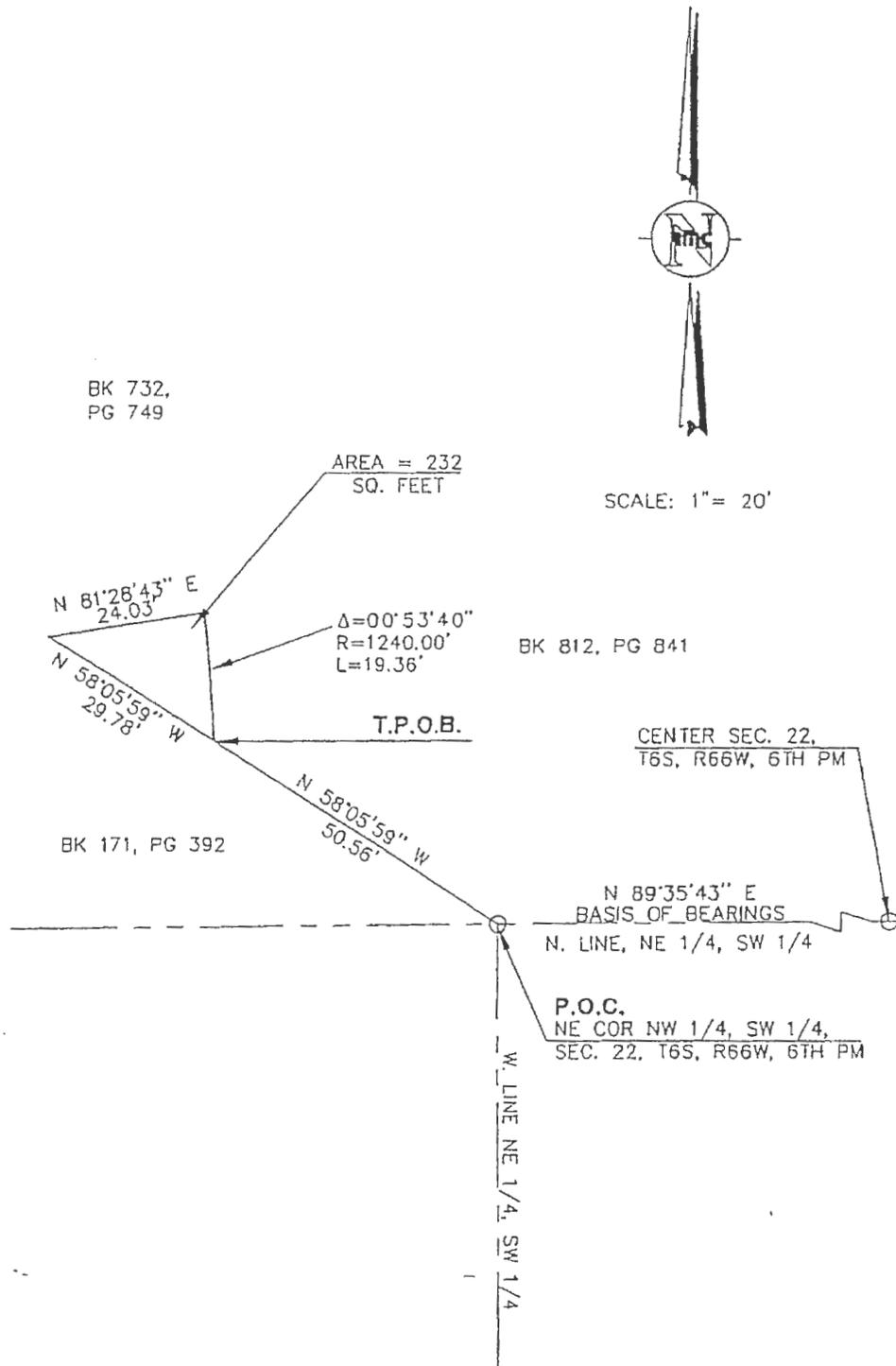
Date: _____

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\Dransfldt\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. 0300.019.04SLB

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

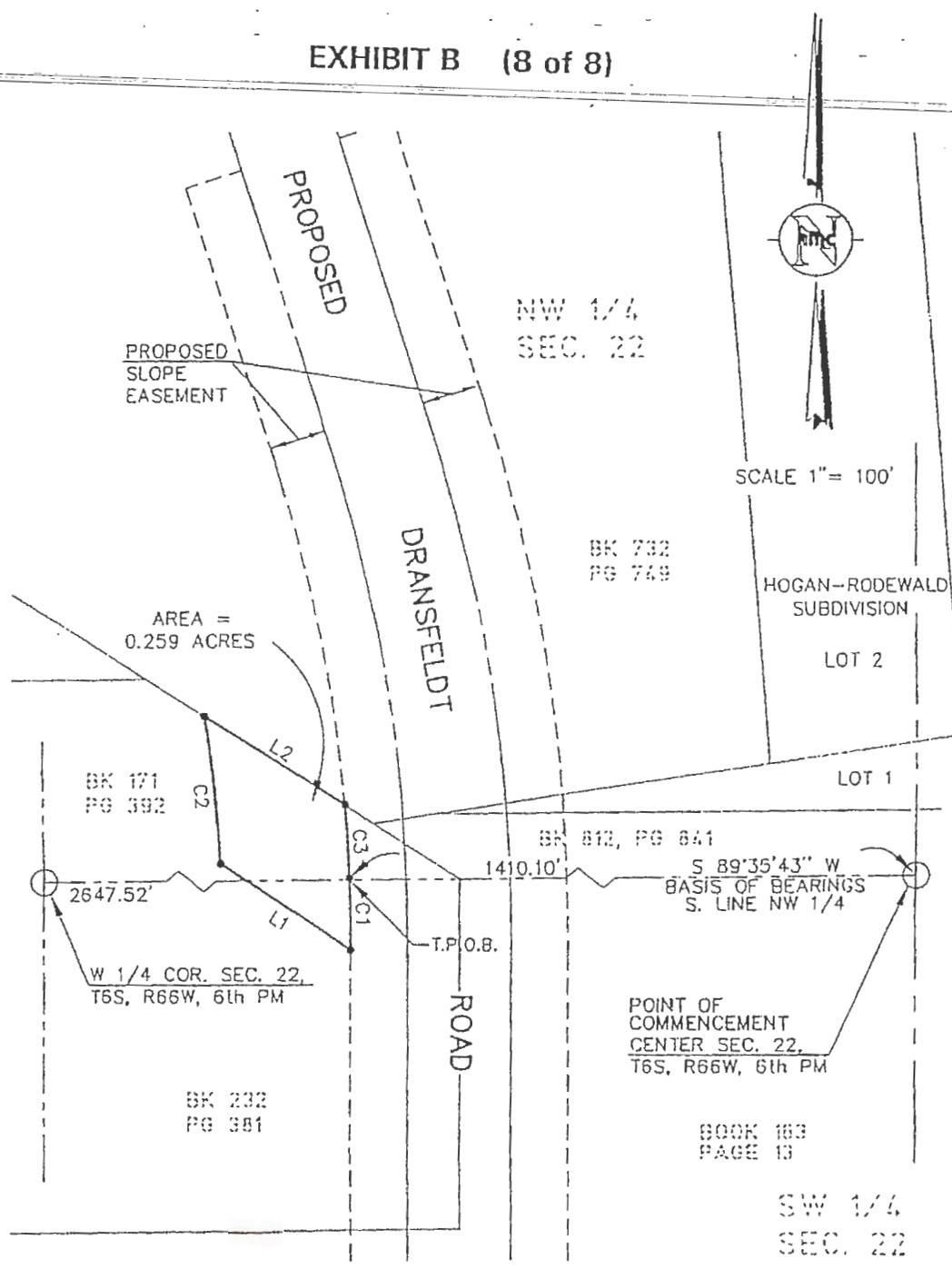
Date: _____

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\Dransfldt\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



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.

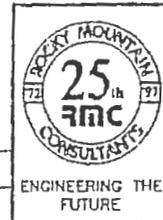
ROCKY MOUNTAIN CONSULTANTS, INC.

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

DRAIN7.LEG
 JOB NO. 0300.019.04

DATE 12-02-97

REVISED





ITEM NO: 12
DATE: 06/20/2016

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 type="checkbox"/> ORDINANCE FOR 1 ST READING | (06/06/2016) |
| <input type="checkbox"/> CONTRACT | <input checked="" 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 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 this existing easement. The developer proposes to vacate this 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 Drainage and 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 roadway embankment for Dransfeldt Road.

This property is now proposed to be developed as apartment homes. The grading associated with the Site Plan generally levels the site for development, and it will be the responsibility of the Property Owner to maintain any remaining embankment. These 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.

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 second reading."



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

99005911 - 01/20/99 15:55 - CAROLE R. MURRAY DOUGLAS CO. COLO. CLERK & RECORDER
 B1658 - P1283 - \$20.00 - D.F. EXEMPT - 1/ 4

SLOPE EASEMENT

DC99005911

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 DF
 EX

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

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

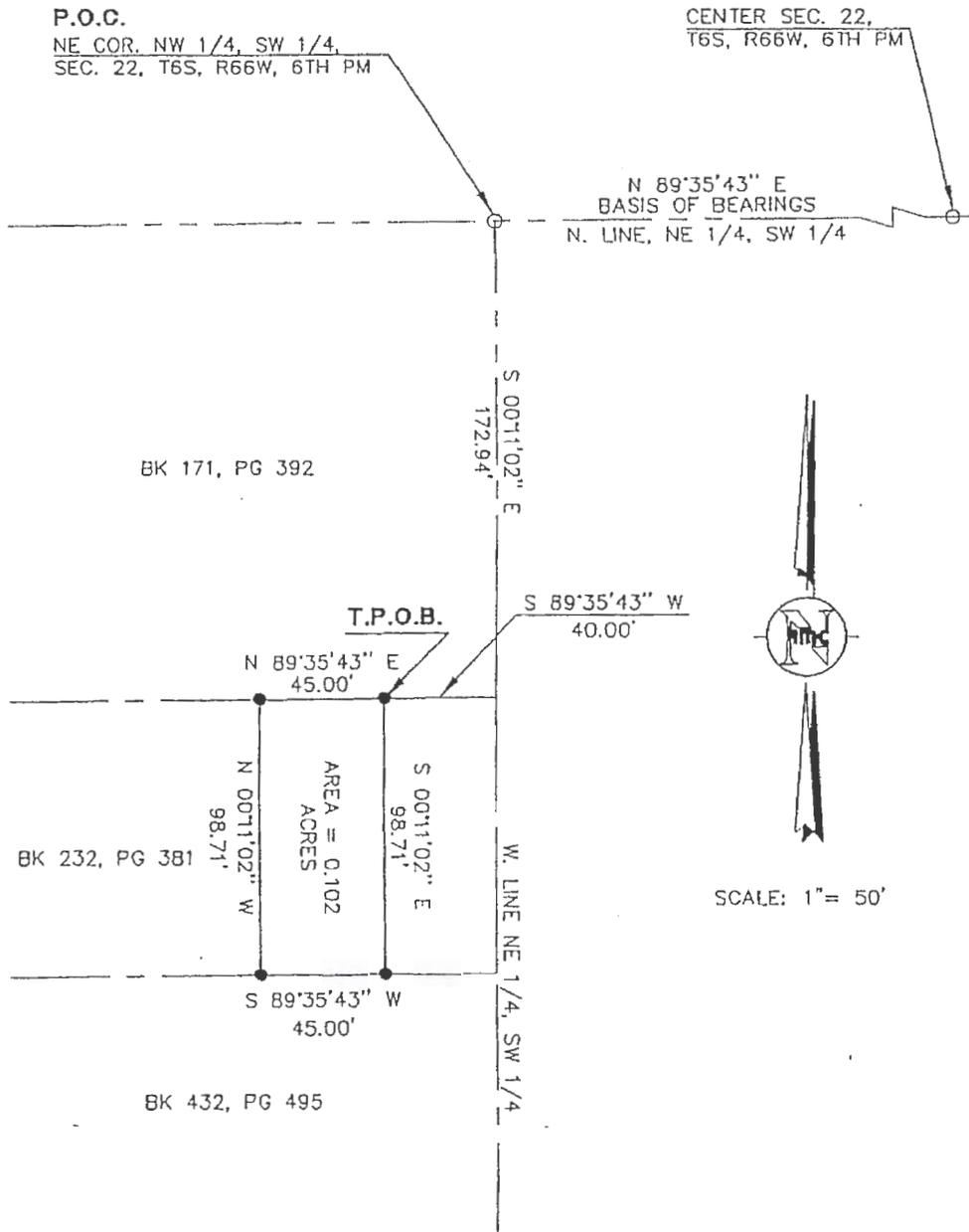
Date: _____

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\Dransfldt\Slope6.lcg
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



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

