TOWN OF PARKER COUNCIL AGENDA
SEPTEMBER 19, 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**

   - **Cities and Towns Week Coloring Contest Winners**

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
   September 6, 2016
   September 12, 2016

   B. PRE-ANNEXATION AGREEMENT – HIGHLANDS AT KINGS POINT
   Department: Engineering, Tom Williams

   C. SECOND AMENDMENT TO THE AMENDED AND RESTATED ANNEXATION AGREEMENT LUNDIECK PROPERTY
   Department: Town Attorney, Jim Maloney

   D. AGREEMENT FOR POSSESSION AND USE – NORTON
   Department: Town Attorney, Jim Maloney

E. ORDINANCE NO. 1.486 – First Reading
A Bill for an Ordinance Conveying Certain Real Property by Quitclaim Sale Deed to Pine Bluffs Investors, LLC
Department: Engineering, Chris Hudson
Second Reading: October 3, 2016

F. ORDINANCE NO. 3.01.107.1 – First Reading
A Bill for an Ordinance Amending Chapter 13.04 of the Parker Municipal Code Concerning Group Homes and Group Home Residential Facilities and the Definition of Family
Department: Town Attorney, Jim Maloney
Second Reading: October 3, 2016

G. ORDINANCE NO. 1.487 – First Reading
A Bill for an Ordinance to Vacate a Drainage Easement (Reception No. 2005030720) on Real Property Owned by Horseshoe Ridge, LLC, Pursuant to Section 13.07.120(c)(5) of the Parker Municipal Code
Department: Engineering, Chris Hudson
Second Reading: October 3, 2016

H. ORDINANCE NO. 1.488 – First Reading
A Bill for an Ordinance to Vacate a Slope Easement (Reception No. 2005030721) on Real Property Owned by Horseshoe Ridge, LLC, Pursuant to Section 13.07.120(c)(5) of the Parker Municipal Code
Department: Engineering, Chris Hudson
Second Reading: October 3, 2016

I. ORDINANCE NO. 1.489 – First Reading
A Bill for an Ordinance to Vacate a Slope Easement (Reception No. 2005030722) on Real Property Owned by Horseshoe Ridge, LLC, Pursuant to Section 13.07.120(c)(5) of the Parker Municipal Code
Department: Engineering, Chris Hudson
Second Reading: October 3, 2016

J. ORDINANCE NO. 1.490 – First Reading
A Bill for an Ordinance to Vacate a Slope Easement (Reception No. 2005030723) on Real Property Owned by Horseshoe Ridge, LLC, Pursuant to Section 13.07.120(c)(5) of the Parker Municipal Code
Department: Engineering, Chris Hudson
Second Reading: October 3, 2016

K. CONTRACTS ABOVE $100,000

- *2016 Townwide Concrete Replacement (CIP 16-006) Contract Modification*
  Amount: $253,090.00
  Contractor: Silva Construction Inc.
  Department: Engineering, Steve Eubanks

- *Jordan Road Widening (Bradbury Parkway to Hess Road) Professional Services Agreement*
  Amount: $309,498.00
  Consultant: Stanley Consultants, Inc.
  Department: Engineering, Tom Gill

L. ORDINANCE NO. 4.111.1 – First Reading
A Bill for an Ordinance to Amend Section 11.17.20 of the Parker Municipal Code Concerning Growing Medical Marijuana
Department: Town Attorney, Jim Maloney
Second Reading: October 3, 2016

M. ORDINANCE NO. 4.111.2 – First Reading
A Bill for an Ordinance to Amend Section 11.18.20 of the Parker Municipal Code Concerning Growing Marijuana for Personal Use
Department: Town Attorney, Jim Maloney
Second Reading: October 3, 2016

N. RESOLUTION NO. 16-061
A Resolution to Approve the Fifth Amendment to Employment Agreement and to Approve the Annual Performance Bonus (Town Administrator)
Department: Town Council

O. RESOLUTION NO. 16-062
A Resolution to Approve the Tenth Amendment to Town Attorney Employment Agreement
Department: Town Council

P. PROCLAMATION – Constitution Week – September 17-23, 2016
Department: Town Council

7. **TOWN ADMINISTRATOR**

- **Reports**

8. **PUBLIC HEARINGS**

A. MEADOWLARK ANNEXATION
Applicant: Meritage Homes
Location: The northeast corner of Crowfoot Valley Road and Richlawn Parkway
Department: Community Development, Ryan McGee

ORDINANCE NO. 2.248 – Second Reading (Continued from 7/5/16; to be continued to a date uncertain)
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Meadowlark Property in Douglas County

B. COMPARK VILLAGE SOUTH FILING 1
(Continued from 9/6/16)
Applicant: Michael Vickers, 470 Compark LLC
Location: South of E-470, north of Grandview Estates
Department: Community Development, Patrick Mulready

(1) Minor Development Plat
(2) Subdivision Improvement Agreement

C. <u>COMPARK VILLAGE SOUTH FILING 2</u> – Sketch/Preliminary Plan
(Continued from 9/6/16)

Applicant: **Michael Vickers, 470 Compark LLC**
Location: **South of E-470, north of Grandview Estates**
Department: **Community Development, Patrick Mulready**

9. **<u>ORDINANCE NO. 9.258</u> – Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Reata Ridge Metropolitan District Nos. 1 and 2
Department: **Town Attorney, Jim Maloney**

10. **<u>ADJOURNMENT</u>**

Parker Town Council

Executive Session Agenda

September 19, 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. Parker Tennis Lease
2. Meadowlark Annexation Agreement
3. Olde Town Annexation Agreement

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

TOWN OF PARKER COUNCIL
MINUTES
SEPTEMBER 6, 2016

Mayor Pro Tem Joshua Rivero called the meeting to order at 5:50 P.M. All Councilmembers were present.

Town Attorney Jim Maloney announced that the topic for discussion in Executive Session was one (1) item under C.R.S. § 24-6-402(4)(f) Town Administrator and Town Attorney.

EXECUTIVE SESSION
Josh Martin moved and Amy Holland seconded to go into Executive Session to consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f) Town Administrator and Town Attorney.

The motion was approved unanimously.

Debbie Lewis moved and Amy Holland seconded to come out of Executive Session at 6:54 P.M.

The motion was approved unanimously.

Mayor Waid arrived at 6:50 P.M.

REGULAR MEETING
Mayor Waid reconvened the meeting at 7:11 P.M.

A gentleman from the audience led the Council and audience in the Pledge of Allegiance.

SPECIAL PRESENTATIONS – None

PARKER CHAMBER OF COMMERCE UPDATES – None

DOWNTOWN BUSINESS ALLIANCE UPDATES
Shelly Mango gave an update of their events.

PUBLIC COMMENTS
Robert Cauley, 11951 Ridgeview Lane, expressed his concerns regarding Boondocks.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Renee Williams
- PARAC
- Douglas County Transit Solution Meeting
- Douglas County Senior Council Meeting

Debbie Lewis
- Business Retention at Cabinetry by Cales

Mike Waid
It's been a trying couple of weeks for Police, Sheriff and Fire Departments. Please keep everyone in your prayers.

CONSENT AGENDA

A. APPROVAL OF MINUTES
August 15, 2016
August 22, 2016

B. ORDINANCE NO. 9.258 – First Reading
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Reata Ridge Metropolitan District Nos. 1 and 2
Department: Town Attorney, Jim Maloney
Second Reading: September 19, 2016

C. RESOLUTION NO. 16-060
A Resolution to Determine, Upon Recommendation of the Town Administrator, that the Public Interest Will Be Best Served by a Single-Source Contract Concerning the Parker Consolidated School Restoration – Phase III Project
Department: Engineering, Chris Hudson

D. PROCLAMATION – Cities & Towns Week, September 12 - 18, 2016
Department: Town Council

E. CONTRACTS ABOVE $100,000

- *Crown Crest Boulevard at Parker Adventist Traffic Signal (CIP 16-015)*
  Amount: $209,618.00
  Contractor: WL Contractors
  Department: Engineering, Chris Hudson

- *Downtown Parker Wayfinding Signage*
  Amount: $260,404.00
  Contractor: Al Lenzi Group, Inc.
  Department: Community Development, Mary Munekata

- *Parker Consolidated School Restoration Project – Phase IIB Contract Modification*
  Amount: $15,448.00
  Contractor: Wattle & Daub Contractors
  Department: Engineering, Tom Gill

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

The motion was approved unanimously.

TOWN ADMINISTRATOR

- **Reports**

Thanked all the first responders and Public Works who responded to these instances.

PUBLIC HEARINGS

A. HIDDEN RIVER F7, B1, L17 GROUP RESIDENTIAL FACILITY – Conditional Use

Applicant: **Mandi Mouw, Aurora Residential Alternatives**
Location: **20780 Bridlewood Lane**
Department: **Community Development, Carolyn Parkinson**

7:26 P.M.

The Hidden River Planned Development (PD) zoning defines a family as up to four unrelated persons. The Town Land Use Ordinance defines a family as up to five unrelated persons. Per the Town's Land Use Ordinance, the more restrictive regulations apply. Since this request is for a Group Residential Facility on an existing residential lot that provides home and community based services for up to five persons with acquired brain injury, a Conditional Use public hearing is required.

Under Federal and State Fair Housing Act statutes, a Group Residential Facility is protected and must be evaluated by a local government jurisdiction in a manner consistent with any other type of single-family residential use.

The proposed Group Residential Facility has therefore been evaluated to ensure that the use will be consistent with the character of the surrounding residential neighborho od. Any potential impacts that are inconsistent with typical residential use will be mitigated through recommended conditions.

Staff has determined that the proposed use, when evaluated against the thirteen criteria established by Town of Parker Ordinance 3.01.107 for a Group Residential Facility, meets or can meet these criteria subject to reasonable conditions.

Applicant

Mandi Mouw, 4473 W. Mountain Vista Lane, Castle Rock, stated that from her perspective, this will continue in communities and should be welcomed with open arms. People that are in the program want to be functioning members of society

Josh Rivero stated his concerns with this issue. He stated that he has to determine what his community wants and is concerned that this trend will continue to have businesses operating in our neighborhood.

PUBLIC COMMENT

- Terry Dodd, 11450 Marlborough Drive., had concerns regarding whether this is a long or short term facility.
- Lyrysa Smith, 1885 S. Quebec Way, B22, Denver, was in support of facility.
- Brad Podhajsky, 20410 Oak Brook Lane, asked if HOA covenants were supported.
- Robin Backstrom, 21122 Hawthorne Lane, Parker, was against this item.

Joshua Rivero moved to approve, based upon staff findings, with the following conditions contained in the staff report, with change from "may" to "will" in second sentence of Item 1:

1. The Group Residential Facility shall not exceed five residents. Any change in use or occupancy will trigger further land use review.

2. The Group Residential Facility shall not use commercially-sized waste receptacles or engage in more frequent trash collection services than those which would be typical for a single-family residence in the Hidden River neighborhood. All waste receptacles used on-site shall be adequately buffered and screened from adjacent properties and in accordance with the requirements of the Hidden River HOA.

3. Residents of the Group Residential Facility will not be permitted to keep personal vehicles at the property.

4. Employees of the Group Residential Facility will be responsible for transporting the residents using vehicles that are owned and operated either by the Group Residential Facility or facility employees. Overnight parking of vehicles shall be limited to the existing driveway or garage, and shall be consistent with a typical single-family residential use.

5. The program supports the development of everyday life skills such as laundry, shopping, and medication management. There will be no regularly scheduled commercial deliveries of everyday necessities at the Group Residential Facility. Other deliveries will be consistent with typical residential use.

6. Residential land uses are located together to minimize nuisance impacts and so neighboring residents have an expectation of the quiet enjoyment of their property. Noise and/or other nuisances from the site shall not adversely impact the neighboring properties as defined in Section 6.03 of the Building Code, Town of Parker Municipal code.

7. The Group Residential Facility property will maintain its residential appearance and character. Any proposed alteration of the Group Residential Facility property shall be subject to applicable Town of Parker Building Codes, Land, Development Ordinance and Hidden River HOA requirements.

8. This Conditional Use will be subject to annual review as per Town of Parker Land Use Ordinance Section 13.04.200 (d)."

B. <u>COMPARK VILLAGE SOUTH FILING 1</u> – (To be continued to 9/19/16)

Applicant: **Michael Vickers, 470 Compark LLC**
Location: **South of E-470, north of Grandview Estates**
Department: **Community Development, Patrick Mulready**

(1) Minor Development Plat

(2) Subdivision Improvement Agreement

C. <u>COMPARK VILLAGE SOUTH FILING 2</u> – Sketch/Preliminary Plan
(To be continued to 9/19/16)
Applicant: Michael Vickers, 470 Compark LLC
Location: South of E-470, north of Grandview Estates
Department: Community Development, Patrick Mulready

Amy Holland moved to continue Items 9B and 9C to September 19, 2016.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

<u>ORDINANCE NO. 3.322.1</u> – Second Reading
A Bill for an Ordinance to Amend the Text of the Newlin Crossing Development Plan and Guide Pursuant to the Town of Parker Land Development Ordinance
Department: Community Development, Patrick Mulready

At the applicant's request, Town staff has initiated an ordinance to amend the Newlin Crossing Development Guide to limit certain commercial uses which are space-intensive and do not generate sales tax. It will also modify the residential areas concerning Group Homes to conform with the Town's Land Development ordinance and add a provision for agricultural and ranching uses as legal non-conforming until displaced by future development. (Details are available in the Community Development Department.)

Ordinance No. 3.322.1 is not rezoning the property, but makes revisions to the Development Guide as agreed between the Town and the applicant.

Public Comment – None

Renee Williams moved to approve Ordinance No. 3.322.1 on second reading.

Josh Martin seconded the motion.

The motion was approved unanimously.

<u>ORDINANCE NO. 1.485</u> – Second Reading
A Bill for an Ordinance to Approve the Memorandum of Understanding By and Between the Town of Parker, Town of Castle Rock, City of Lone Tree and the Crisis Center Regarding Domestic Violence
Department: Police, Jim Prior

The Town is seeking to enter into an MOU with the Maryland Network Against Domestic Violence. Castle Rock, Lone Tree and Douglas County Sheriff have entered into the same agreement to bring this program to all agencies county-wide.

The Maryland Network Against Domestic Violence (MNADV) has developed a system to identify these relationships through a series of questions asked to the victim while on scene. If enough affirmative answers are given, the MNADV protocol is started which is an immediate

call to the Crisis Center in an effort to give necessary resources to those victims who are seeking help with the relationship.

Public Comment – None

Debbie Lewis moved to approve Ordinance No. 1.485 on second reading.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

ORDINANCE NO. 9.257 – Second Reading
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Belford South Metropolitan District
Department: Town Attorney, Jim Maloney

Under the terms of the Service Plan approved by the Town Council, the Belford South Metropolitan District is required to approve an intergovernmental agreement with the Town, which provides for the financing, maintenance and operation of public improvements, as well as certain limitations on the powers of the District.

Public Comment – None

Debbie Lewis moved to approve Ordinance No. 9.257 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 8:15 P.M.

_____ _____
Carol Baumgartner, Town Clerk Mike Waid, Mayor

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

TOWN OF PARKER
TOWN COUNCIL
SPECIAL MEETING MINUTES
SEPEMBER 12, 2016

Mayor Mike Waid called the meeting to order at 5:56 P.M. Councilmember Josh Martin was absent.

Town Attorney Jim Maloney announced that the topic for discussion in Executive Session was one (1) item under C.R.S. § 24-6-402(4)(e) which was 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).

EXECUTIVE SESSION

Amy Holland moved to go into Executive Session to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiation, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

Debbie Lewis seconded the motion.

The motion was approved unanimously.

Debbie Lewis moved and Amy Holland seconded to come out of Executive Session at 7:17 P.M. at which time the meeting was adjourned.

The motion was approved unanimously.

_____ _____

Carol Baumgartner, Town Clerk Mike Waid, Mayor

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

PARKER
COLORADO

ITEM NO: 6B
DATE: 09/19/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: PRE-ANNEXATION AGREEMENT – Highlands at Kings Point

☐	PUBLIC HEARING	☐	ORDINANCE FOR 1ST READING	( )
☒	CONTRACT	☐	ORDINANCE FOR 2ND READING	( )
☐	MOTION	☐	RESOLUTION	

Tom Williams, Director of Engineering | **G. Randolph Young, Town Administrator**

ISSUE:
This item accompanies a pre-annexation agreement, between the Town of Parker and Douglas County Associates, L.L.L.P (DCA), conveying property (right-of-way) for a future collector road that will connect Cottonwood Drive to the future Aurora Parkway.

PRIOR ACTION:
N/A

FUNDING/BUDGET IMPACT:
Since the property (right-of-way) area is relatively small, unimproved and requires little maintenance, the financial impact is minimal. A more detailed funding/budget impact assessment will be prepared and provided to Town Council as part of the future roadway improvement proposal.

BACKGROUND:
DCA owns two undeveloped parcels of land located north of Cottonwood Drive and adjacent to the Vantage Point Development project (see attached vicinity map). One parcel is identified as the Highlands Property and is located within un-incorporated Douglas County. However, the Highlands Property is within the Town's Urban Growth Boundary and will be annexed into the Town has part of future development/re-zoning. The second parcel is identified as Kings Point South and is zoned for single-family residential development within the City of Aurora.

The Transportation Master Plan, adopted by Town Council in 2015, identifies a future collector road that connects Cottonwood Drive (near Gander Mountain) to the future Aurora Parkway. This collector road is a very important element to our transportation system since it will provide relief to the Cottonwood Drive/Parker Road intersection, which will operate at a poor level of service in the future. This collector road will also assist in emergency services response and will stimulate economic growth in the area when connected to Aurora Parkway. Town staff has been

coordinating with the City of Aurora staff and DCA over the past few years in an attempt to generate support for this roadway.

The original/concept alignment for this collector road was located on the common property line between the Vantage Point Development and the Highlands/Kings Point South property. This alignment required that an existing petroleum pipeline be relocated, which was the responsibility of the Vantage Point developer. Earlier this year, the Town entered into a subdivision improvement agreement with the Vantage Point developer that codified the pipeline relocation obligation and payment for one-half (1/2) of the cost to design and construct this roadway adjacent to the development ($866,240).

Within the past few months, Town staff has facilitated an agreement between DCA and the Vantage Point Developer that eliminates the need for the petroleum pipeline to be relocated by shifting the proposed collector road alignment to the east, entirely on the DCA property. However, to accommodate this proposal, the Town needs to obtain the right-of-way from DCA before we can relieve the Vantage Point Developer of this obligation. This pre-annexation agreement provides for the transfer of this right-of-way from DCA to the Town.

This pre-annexation agreement provides for the immediate transfer of the right-of-way on the Highlands Property upon approval by Town Council. The balance of the right-of-way transfer on the Kings Point South Property would occur after DCA has amended the Framework Development Plan through the City of Aurora, the funds have been secured to construct the roadway and the alignment has been approved by DCA.

Since the collector road would be located entirely on the DCA property, this pre-annexation agreement would allow DCA to use the funds provided by the Vantage Point Developer to construct the roadway through a future Town approved subdivision agreement. The pre-annexation agreement also acknowledges that commercial development on the Highlands Property may qualify for future financial incentives (as approved by Town Council) to reimburse the Town or DCA for the cost to construct the collector road.

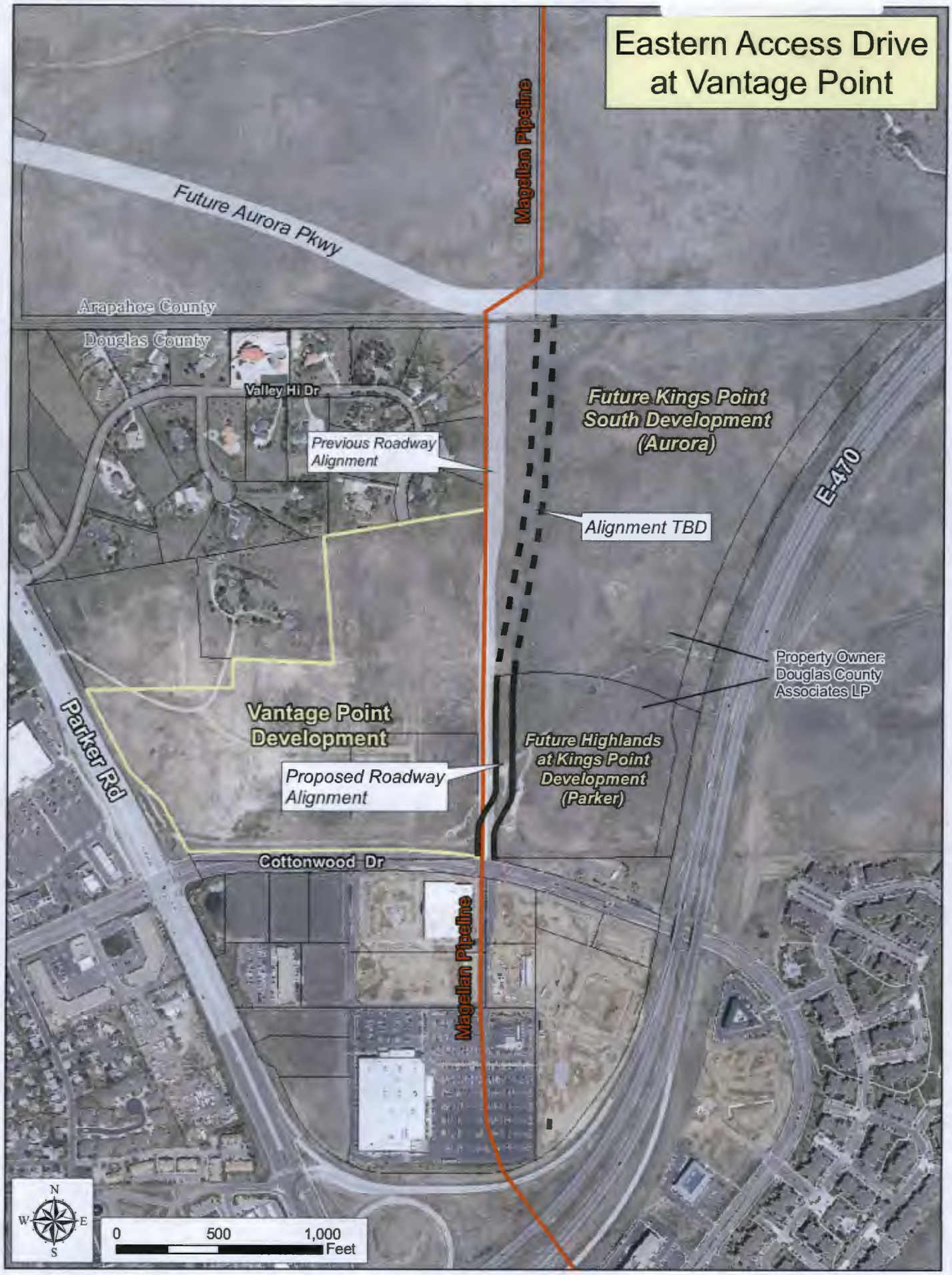
RECOMMENDATION:
Staff recommends that Town Council approve the pre-annexation agreement between Douglas County Associates, L.L.L.P and the Town of Parker.

PREPARED/REVIEWED BY:
Tom Williams, Director of Engineering; Jim Maloney, Town Attorney

ATTACHMENTS:
1. Vicinity Map
2. Pre-Annexation Agreement

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

Attachment 1



PRE-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") and Douglas County Associates, L.L.L.P., 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 property is described in **Exhibit A** attached hereto and made a part hereof (the "Highlands Property").

B. The Highlands Property is contiguous to the Town as required by C.R.S. § 31-12-104(1)(a), and is eligible for annexation into the Town.

C. The Town desires that the Highlands Property be annexed into the Town and developed for commercial uses.

D. The Property Owner also desires that the Town accept ownership of that portion of the Highlands Property that is described in **Exhibit B,** which is attached hereto and made a part hereof, and the real property described in **Exhibit C**, which is attached hereto and made a part hereof, to be used as a future roadway to be located within the corporate limits of the Town (collectively referred to as the "Parker Eastern Access Drive"), in consideration for being relieved of the obligation to convey this property to the Town as a condition to the annexation of the Highlands Property into the Town.

E. The Town desires to cooperate with the Property Owner concerning the design and construction of the Parker Eastern Access Drive.

F. The Property Owner is also the owner of certain real property situated in the City of Aurora, State of Colorado ("Aurora"), which Property is described in **Exhibit D** attached hereto and made a part hereof (the "Kings Point South Property").

G. The Property Owner desires that the Town accept ownership of a Eighty (80) foot wide strip of the Kings Point South Property, which aligns with the northern terminus of the Parker Eastern Access Drive and extends to the to the northern property line of the Kings Point South Property, together with all necessary slope, drainage and construction easements, to be used as a future roadway to be located within the corporate limits of Aurora (the "Aurora Eastern Access Drive"). The Aurora Eastern Access Drive will ultimately connect the Parker Eastern Access Drive to the proposed Aurora Parkway as a collector roadway, as provided in the Framework Development Plan Amendment described herein for the Kings Point South Property.

H. The Town desires to cooperate with Aurora concerning the design, construction and future maintenance of the Aurora Eastern Access Drive.

I. The Parker Eastern Access Drive and the Aurora Eastern Access Drive, which will connect Cottonwood Drive located in the Town to the future Aurora Parkway located in Aurora, will benefit both the Highlands Property and the Kings Point South Property by providing the public access that is necessary to develop these properties.

j. The Town desires to accept ownership of the Parker Eastern Access Drive and the real property described in Exhibits B and C of this Agreement, contemporaneously with the execution of this Agreement and the ownership of the Aurora Eastern Access Drive in the future as provided herein.

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. Conveyance of Parker Eastern Access Drive property. Upon the execution of this Agreement, the Property Owner shall convey the portion of the Parker Eastern Access Drive property described in Exhibit B of this Agreement to the Town by special warranty deed, free and clear of all liens and encumbrances and shall cause the conveyance of the portion of the Parker Eastern Access Drive property described in Exhibit C of this Agreement to the Town by special warranty deed, free and clear of all liens and encumbrances. Upon conveyance of the Parker Eastern Access Drive property described in Exhibits B and C of this Agreement to the Town, the Town, with the Property Owners consent and cooperation, will commence the process to annex the Parker Eastern Access Drive property into the Town's corporate limits within thirty (30) days.

2. Conveyance of Aurora Eastern Access Drive property. The Property Owner shall convey the Aurora Eastern Access Drive property to the Town by special warranty deed, free and clear of all liens and encumbrances, at the time of the first final plat for the Kings Point South Property or upon thirty (30) days' written notice of the Town to the Property Owner, whichever occurs first, provided that (i) a Framework Development Plan Amendment is approved by Aurora to permit a road connection to the Town or Douglas County from Aurora Kings Point South Property; (ii) Aurora and the Property Owner, or its successors in interest, approve the alignment of the Aurora Eastern Access Drive and (iii) the Town, or its assigns, notifies the Property Owner in writing that a bidder has been selected to construct the Aurora Eastern Access Drive and the funds necessary to construct the Aurora Eastern Access Drive have been appropriated.

3. Construction of the Parker Eastern Access Drive. Broadstone Vantage Point, LLC, which owns the real property described as "Vantage Point Filing 1, First Amendment," which is located in the Town ("Vantage Point"), paid Eight Hundred Sixty-Six Thousand Two Hundred Forty and 80/100 Dollars ($866,240.80) to the Town, which constitutes Vantage Points share of the cost to design and construct the Parker Eastern Access Drive (the "Vantage Point Contribution"). The Property Owner may use the Vantage Point Contribution to design and construct the Parker Eastern Access Drive provided that (i) the Highlands Property has been

annexed into the Town, (ii) the Property Owner has paid to the Town 110% of the cost to design and construct Parker Eastern Access Drive, which includes the Vantage Point Contribution (the "Financial Guarantee"), (iii) the Property Owner has entered into a subdivision agreement with the Town in the form attached as **Exhibit E**, which is attached hereto and incorporated by this reference, whereby the Financial Guarantee will be released to the Property Owner as progress payments, as the Parker Eastern Access Drive is being constructed, and (iv) the Town has not entered into a construction contract to construct the Parker Eastern Access Drive. The Town agrees it shall not enter into any construction contracts to construct the Parker Eastern Access Drive once the Property Owner has done so.

4. Specific Performance. Each party hereto shall have the right to enforce each and every provision of this Agreement with the remedy of specific performance or any other remedy that exists at law or in equity.

5. 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 is binding upon and shall run with the land.

6. Recordation of Agreement. This Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado, and Arapahoe County, Colorado, and shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors and permitted assigns of the parties hereto.

7. 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.

8. 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.

9. 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 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 E. Mainstreet
Parker, Colorado 80138

To the Property Owner: Douglas County Associates, L.L.L.P.
c/o Peter Niederman
50 Glenmoor Drive
Englewood, CO 80113

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

11. Rebates/Refunds. The parties acknowledge that commercial development on the Highlands Property may qualify for financial incentives from the Town to reimburse the Town or the Property Owner for the cost to construct the Aurora Eastern Access Drive and Parker Eastern Access Drive.

12. 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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

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

DOUGLAS COUNTY ASSOCIATES, L.L.L.P.,
a Colorado limited liability limited partnership

By: MAC Holdings, Inc., its General Partner

[*Signature line*↑]

PETER NIEDERMAN, VICE PRESIDENT

[*Please print name and title on line*↑]

STATE OF COLORADO)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 8th day of September, 2016 2016, by Peter Niederman, as Vice President, of Douglas County Associates, L.L.L.P., by MAC Holdings, Inc., its General Partner.

My commission expires: 7-19-19.

SEAL

Notary Public

ELIONORE GRUBER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19914009879
My Commission Expires July 19, 2019

EXHIBIT "A"

Legal Description

Parcel One:

A parcel of land located in the NW ¼ of Section 3, Township 6 South, Range 66 West of the 6th P.M., being more particularly described as follows:

Beginning at the Southwest Corner of said NW ¼ of Section 3, Thence N 00°06'53" W, along the West Line of said NW ¼, a distance of 830.04 feet; thence easterly, along the arc of a non-tangent curve to the right, having a central angel of 34°03'55", a radius of 1438.00 feet, for an arc length of 854.96 feet (the chord of which bears S 84°54'55" E, a distance of 842.42 feet); thence S 67°52'58" E a distance of 86.64 feet to the Westerly Right-Of-Way Line of State Highway No. E-470; thence Southwesterly, along said right of way line the following three courses:

1. S 13°22'45" W, a distance of 91.73 feet;
2. S 10°45'44" E, a distance of 133.84 feet;
3. S 11°07'45" W, a distance of 504.26 feet to the Southerly Line of said NW ¼ of Section 3;

Thence S 89°29'45" W, along said southerly line, a distance of 824.18 feet to the **Point of Beginning**;
County of Douglas, State of Colorado.

Parcel Two:

A parcel of land located in the NW ¼ of Section 3, Township 6 South, Range 66 West of the 6th P.M., being more particularly described as follows:

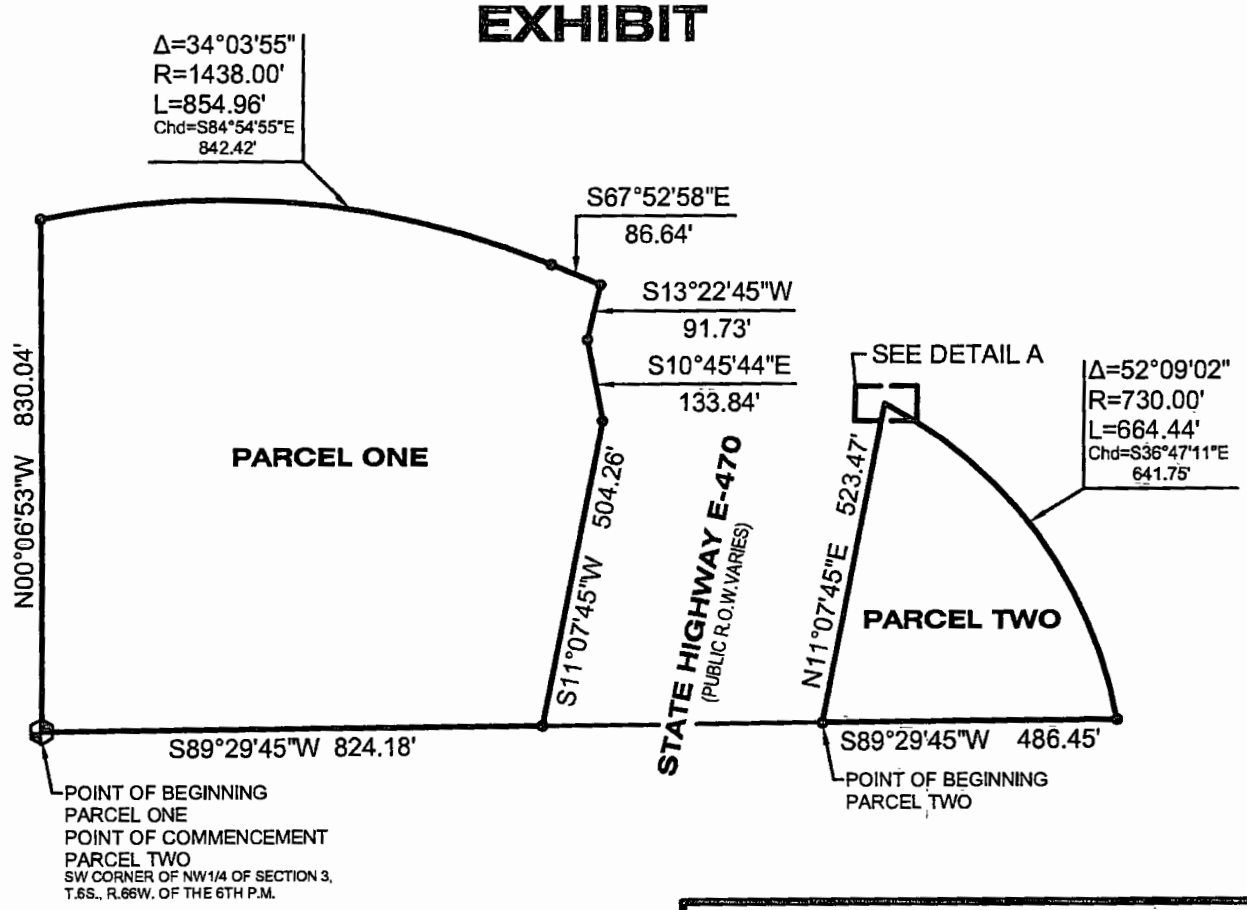
Commencing at the Southwest Corner of said NW ¼ of Section 3; thence N 89°29'45" E, along the Southerly Line of said NW ¼, a distance of 1283.62 feet to the Easterly Right of Way Line of State Highway No. E-470 and the **Point of Beginning**:
Thence Northeasterly, along said right of way line the following two courses:

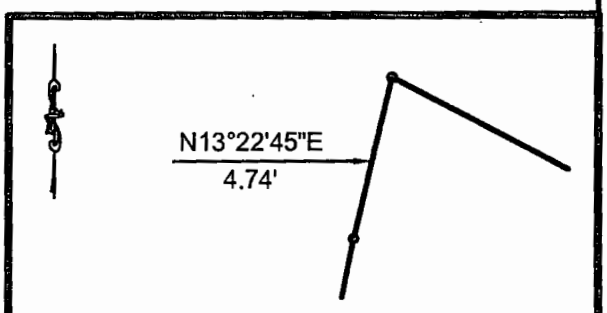
1. N 11°07'45" E, a distance of 523.47;
2. N 13°22'45" E, a distance of 4.74 feet;

Thence leaving said right of way, along the arc of a non-tangent curve to the right, having a central angel of 52°09'02', a radius of 730.00 feet, for an arc distance of 664.44 feet (the chord of which bears S 36°47'11" E, 641.75 feet) to the Southerly Line of said NW ¼ of Section 3, Thence S 89°29'45" W, along said southerly line, a distance of 486.45 feet to the **Point of Beginning**;
County of Douglas, State of Colorado.

COLORADO REGISTERED
CHARLES N. BERGSTROM
33202
9-7-16
PROFESSIONAL LAND SURVEYOR

EXHIBIT





DETAIL A

NO SCALE:

150

0 300

Scale: 1" = 300'

COLORADO REGISTERED
DWW BECKSTROM
33202
9-7-16
PROFESSIONAL LAND SURVEYOR

PARCEL ONE CONTAINS
731,399 SQUARE FEET
16.791 ACRES

PARCEL TWO CONTAINS
158,000 SQUARE FEET
3.6272 ACRES

ESC
ENGINEERING SERVICE COMPANY
14190 East Evans Avenue
Aurora, Colorado 80014
P 303.337.1393 | F 303.337.7481

PROPERTY OWNER:

DOUGLAS COUNTY ASSOCIATES LIMITED PARTNERSHIP

TOWN OF PARKER

Drawn By: DWW	Checked By: CNB	Project No.: 0814.013	Date: 09/7/2016
Scale: 1"= 300'	File Name: N:\Projects\Strategic Land Solutions, Inc\Parker Rd. & Cottonwood Dr\CAD\Exhibit		

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

PARCEL OF LAND

A PARCEL OF LAND
SITUATED IN THE NW1/4, OF SECTION 3, T.6S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

EXHIBIT "B"

Legal Description:

A parcel of land situated in the NW1/4 of Section 3, T.6S., R.66W., of the 6th P.M., Town of Parker, County of Douglas, State of Colorado, and being more particularly described as follows:

Beginning at the West 1/4 Corner of Section 3, T.6S., R.66W., of the 6th P.M.;
Thence N00°07'05"W along the West Line of the NW 1/4 of said Section 3, a distance of 830.05 feet;
Thence along a non-tangent curve to the right having a central angle of 03°14'21", a radius of 1438.00 feet, an arc length of 81.30 feet, a chord bearing of N79°40'03"E and a chord distance of 81.29 feet;
Thence S00°07'05"E a distance of 364.80 feet to a point of curve;
Thence along a curve to the right having a central angle of 08°38'06", a radius of 810.00 feet, an arc length of 122.07 feet, a chord bearing of S04°11'58"W and a chord distance of 121.96 feet;
Thence S08°31'01"W a distance of 79.00 feet to a point of curve;
Thence along a curve to the left having a central angle of 12°26'57", a radius of 730.00 feet, an arc length of 158.61 feet, a chord bearing of S02°17'33"W and a chord distance of 158.30 feet;
Thence S03°55'56"E a distance of 121.64 feet to a point on the South Line of the NW 1/4 of said Section 3;
Thence S89°29'25"W along said South Line, a distance of 60.39 feet to the **Point of Beginning**.

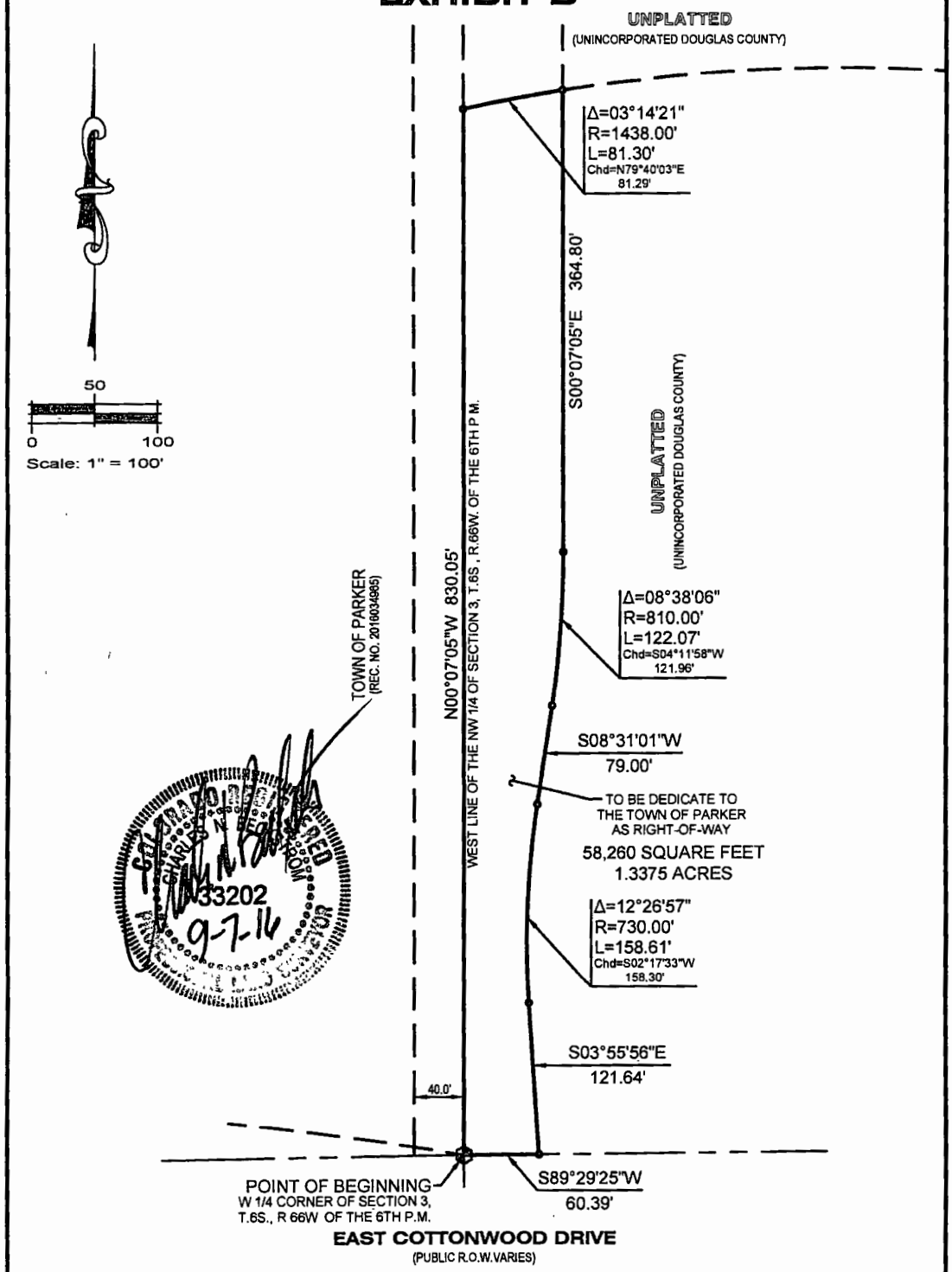
Parcel Contains (58,260 Square Feet) 1.3375 Acres

All lineal distances are represented by U.S. Survey Feet.

Date prepared: August 10, 2016
Date of last revision:
Prepared by: Charles N. Beckstrom, PLS No. 33202
for and on behalf of
Engineering Service Company
14190 East Evans Avenue
Aurora, Colorado 80014
Phone: 303-337-1393
cbeckstrom@engineeringserviceco.com

COLORADO REGISTERED
CHARLES N. BECKSTROM
33202
9-7-16
PROFESSIONAL LAND SURVEYOR

EXHIBIT B



ESC ENGINEERING SERVICE COMPANY
14190 East Evans Avenue
Aurora, Colorado 80014
P 303.337.1393 | F 303.337.7481

PROPERTY OWNER:
DOUGLAS COUNTY ASSOCIATES, LTD.

PARCEL CONTAINS
58,260 SQUARE FEET
1.3375 ACRES

TOWN OF PARKER

Drawn By: DWW	Checked By: CNB	Project No.: 0814 013	Date: 9/6/2016
Scale: 1"= 100'	File Name: N:\Projects\Strategic Land Solutions, Inc\Parker Rd. & Cottonwood Dr\CAD\Exhibit\B_1_G-1		

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

PROPOSED R.O.W. DEDICATION

A PARCEL OF LAND
SITUATED IN THE NW1/4, OF SECTION 3, T 6S, R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

N:\Projects\Strategic Land Solutions, Inc\Parker Rd & Cottonwood Dr\CAD\Exhibit\Strategic - Parker & Cottonwood - Exhibit - B_1_G-1.dwg, 9/8/2016 10:22:50 AM, Engineering Service Company

EXHIBIT "C"

Legal Description:

A parcel of land situated in the NW1/4 of Section 3, T.6S., R.66W., of the 6th P.M., Town of Parker, County of Douglas, State of Colorado, and being more particularly described as follows:

Beginning at the West 1/4 Corner of Section 3, T.6S., R.66W., of the 6th P.M.;
Thence N89°29'45"E along the South Line of the NW 1/4 of said Section 3, a distance of 40.00 feet;
Thence S00°06'53"E a distance of 7.67 feet;
Thence along a non-tangent curve to the left having a central angle of 00°49'57", a radius of 2798.00 feet, an arc length of 40.66 feet, a chord bearing of N79°48'03"W and a chord distance of 40.66 feet;
Thence N01°47'09"E a distance of 0.12 feet to the **Point of Beginning**.

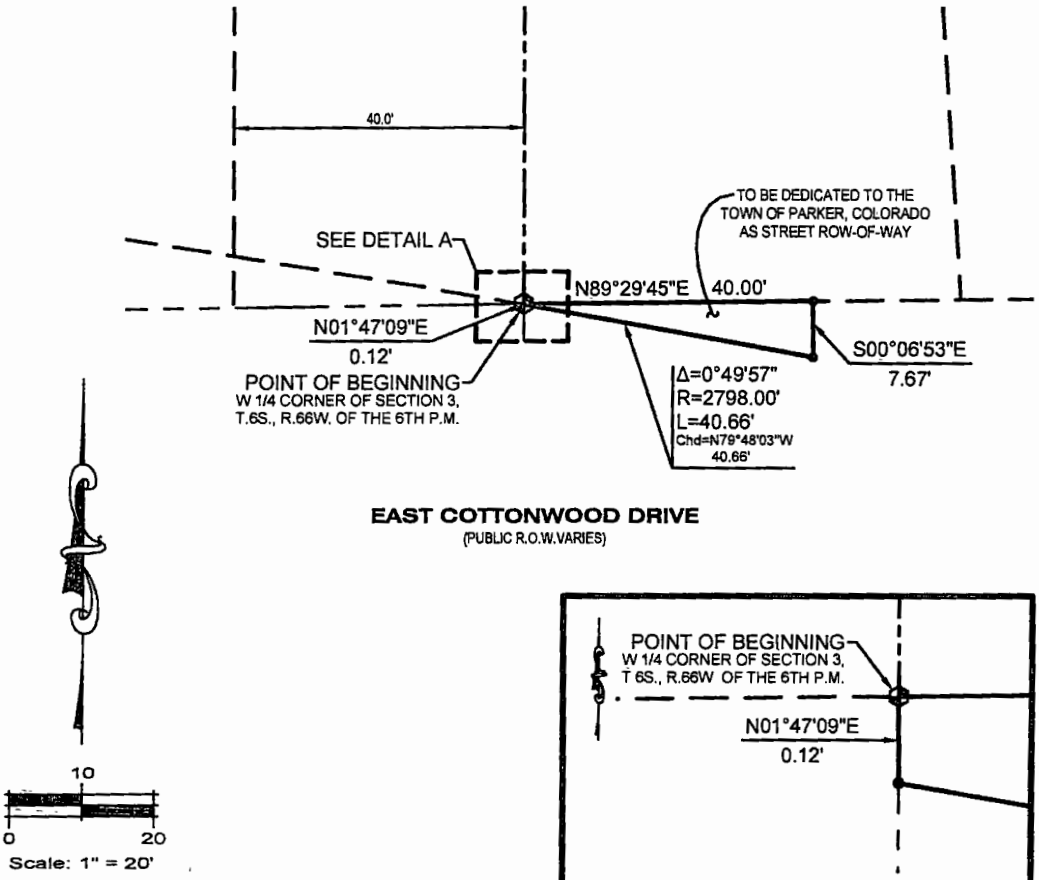
Parcel Contains (154 Square Feet) 0.0035 Acres

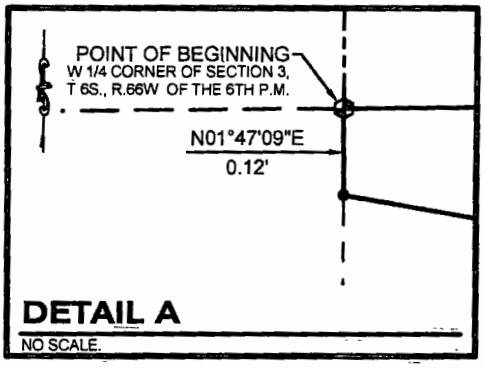
All lineal distances are represented by U.S. Survey Feet.

Date prepared: August 18, 2016
Date of last revision:
Prepared by: Charles N. Beckstrom, PLS No. 33202
for and on behalf of
Engineering Service Company
14190 East Evans Avenue
Aurora, Colorado 80014
Phone: 303-337-1393
cbeckstrom@engineeringserviceco.com

COLORADO REGISTERED
CHARLES N. BECKSTROM
33202
9-7-16
PROFESSIONAL LAND SURVEYOR

EXHIBIT C





COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
DAVID W. NECKSTROM
33202
9-7-16

ESC ENGINEERING SERVICE COMPANY
14190 East Evans Avenue
Aurora, Colorado 80014
P 303.337.1393 | F 303.337.7481

PROPERTY OWNER:
KINGS POINT SOUTH METROPOLITAN DISTRICT

PARCEL CONTAINS
154 SQUARE FEET
0 0035 ACRES

TOWN OF PARKER

Drawn By	Checked By	Project No.	Date
DWW	CNB	0814.013	9/6/2016
Scale 1"= 20'	File Name N:\Projects\Strategic Land Solutions, Inc\Parker Rd. & Cottonwood Dr\CAD\Exhibit-C_2_G-2		

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

PROPOSED R.O.W. DEDICATION

A PARCEL OF LAND
SITUATED IN THE SW1/4, OF SECTION 3, T.6S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

N:\Projects\Strategic Land Solutions, Inc\Parker Rd & Cottonwood Dr\CAD\Exhibit\Strategic - Parker & Cottonwood - Exhibit - C_2_G-2.dwg, 9/6/2016 10:39:55 AM, Engineering Service Company

EXHIBIT "D"

LEGAL DESCRIPTION:

A TRACT OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN;
THENCE N 89°58'24" E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, 1891.46 FEET TO A POINT ON A CURVE ON THE WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470, DESCRIBED IN BOOK 1698 AT PAGE 1250, DOUGLAS COUNTY RECORDS;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. THENCE ALONG THE ARC OF A CURVE TO THE LEFT 2211.49 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 31°55'08" AND A RADIUS OF 3969.72 FEET (THE CHORD OF SAID CURVE BEARS S 29°40'10" W, 2183.01 FEET) TO A POINT OF TANGENT;

2. THENCE S 13°42'36" W ALONG SAID TANGENT, 30.49 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT PARCEL DESCRIBED IN BOOK 801 AT PAGE 471, DOUGLAS COUNTY RECORDS;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL DESCRIBED AT BOOK 801 AT PAGE 471 THE FOLLOWING TWO (2) COURSES:

1. THENCE N 67°32'58" W, 213.59 FEET TO A POINT OF CURVE;

2. THENCE ALONG THE ARC OF A CURVE TO THE LEFT 854.63 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 34°03'07" AND A RADIUS OF 1438.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3;

THENCE DEPARTING SAID CURVE N 00°12'54" E ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, 1764.09 FEET TO THE NORTHWEST CORNER OF SAID SECTION 3;
THENCE N 89°55'37" E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, 225.46 FEET TO THE POINT OF BEGINNING,

COUNTY OF DOUGLAS,
STATE OF COLORADO.

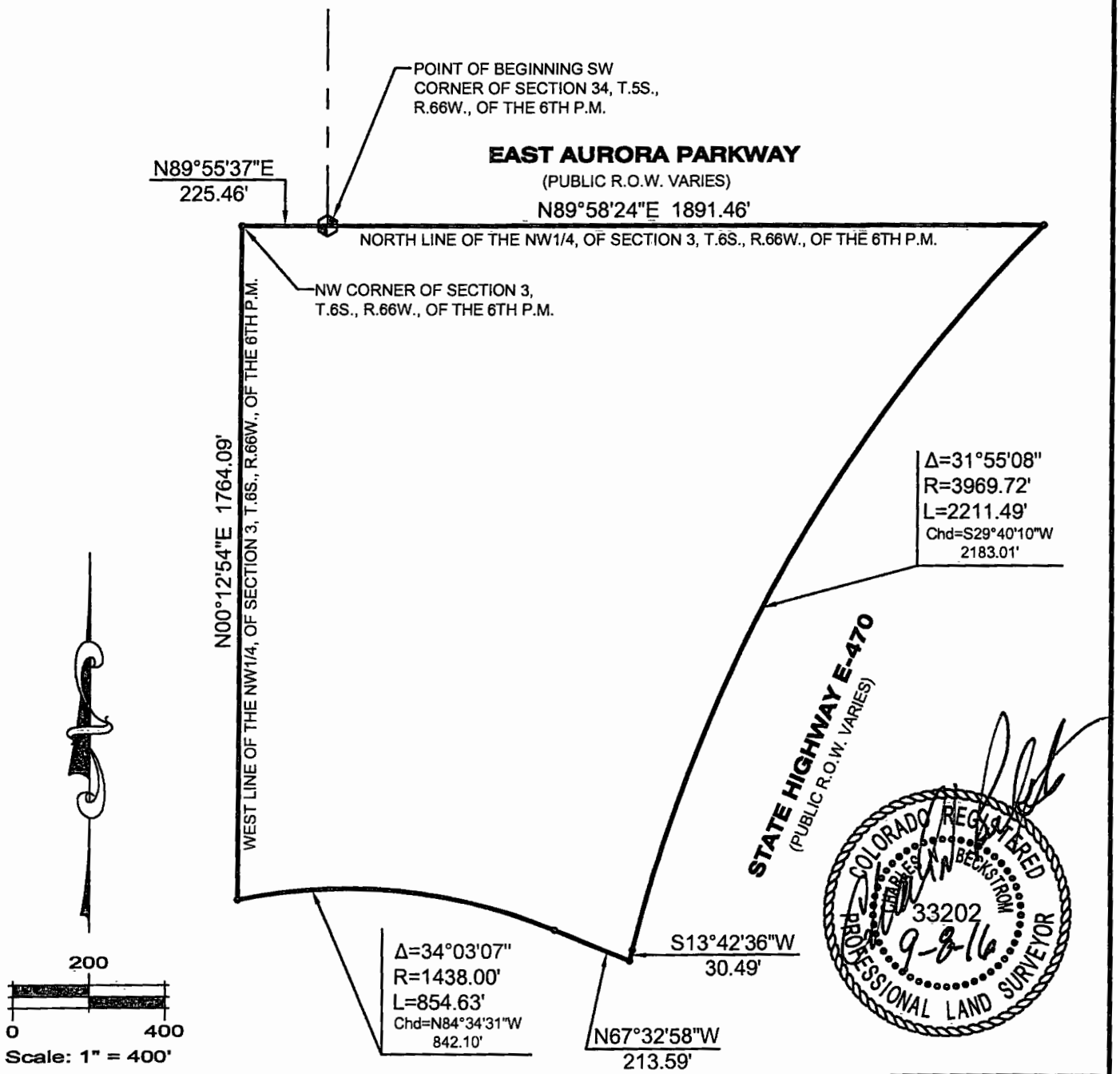
Parcel Contains (2,658,104 Square Feet) 61.0217 Acres

All lineal distances are represented by U.S. Survey Feet.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
CHARLES N. BECKSTROM
33202
9-8-16

Date prepared: September 8, 2016
Date of last revision:
Prepared by: Charles N. Beckstrom, PLS No. 33202
for and on behalf of
Engineering Service Company
14190 East Evans Avenue
Aurora, Colorado 80014
Phone: 303-337-1393
cbeckstrom@engineeringserviceco.com

EXHIBIT



PARCEL CONTAINS
2,658,104 SQUARE FEET
61.0217 ACRES

ESC
ENGINEERING SERVICE COMPANY
14190 East Evans Avenue
Aurora, Colorado 80014
P 303.337.1393 I F 303.337.7481

PROPERTY OWNER:
DOUGLAS COUNTY ASSOCIATES LIMITED PARTNERSHIP

TOWN OF PARKER

Drawn By: SLH	Checked By: CNB	Project No.: 0814-013	Date: 9/08/2016
Scale: 1"=400'	File Name: KINGS POINT SOUTH EXHIBIT D		

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

PARCEL OF LAND

A PARCEL OF LAND
SITUATED IN THE NW1/4, OF SECTION 3, T.6S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

EXHIBIT E

SUBDIVISION AGREEMENT

[*File Name*]

[***NOTE: Delete bracketed instructions (including this one). Where there are lines to fill in, do not underline the information you insert.***]

THIS AGREEMENT is made this _____ day of _____, 20__, by and between the Town of Parker, Colorado, a home rule municipal corporation (the "Town"), and _____ (the "Developer").

RECITALS:

A. The Developer is the owner of certain real property located in the Town of Parker known as _____ [***File Name***], which is more particularly described in **Exhibit A**, attached hereto and incorporated herein (the "Property").

B. The Town Council and the Planning Commission of the Town of Parker held all necessary public hearings concerning the 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 Annexation Agreement entered into between the Town and the Developer on [***Date***] _____, which was recorded in Book _____, Page _____, [and amended on [***Date***]_____, and recorded in Book _____, Page_____, ←***delete this language if no amendment***] of the Douglas County real estate records. The requirements of the 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. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape 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 "Landscape Security") of the materials cost as described in **Exhibit F**, attached and incorporated herein, and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public

Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

d. [***Add additional specific conditions here***]

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 _____, 20__ [←***Fill in Date (1 or 2 years from approval)***], 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 cash security 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 cash 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 cash to the Town, in the manner provided herein, shall negate the Town's approval of the final plat. The cash shall be paid to the Town according to the terms and conditions of the "Financial Guarantee," which 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 cash and approved the Financial Guarantee.

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 Financial Guarantee in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with a new or amended Financial Guarantee, 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 Financial Guarantee to complete the Public Improvements called for in this Agreement.

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 provide to the Town an irrevocable letter of credit or Financial Guarantee 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:

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

Town of Parker
Attn: Community Development Director
20120 E. Mainstreet
Parker, Colorado 80138

With copy to:

Town of Parker
Attn: Town Attorney
20120 E. Mainstreet
Parker, Colorado 80138

Notice to Developer:

_____
_____
_____
_____

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: [*COMPANY NAME*]

By: _____
[***Name, title***]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____ of _____.

My commission expires: _____.

(SEAL)

_____
Notary Public

EXHIBIT D

FINANCIAL GUARANTEE AGREEMENT

THIS FINANCIAL GUARANTEE AGREEMENT (the "Agreement") is entered into this _____ day of _____, 20__, by and between the Town of Parker, Colorado, a home rule municipal corporation (the "Town"), and _____ (the "Developer").

RECITALS:

WHEREAS, the Town and the Developer have entered into that certain Subdivision Agreement (the "Subdivision Agreement") dated _____, 20__, concerning that certain real property known as _____, which is more particularly described in **Exhibit A**, which is attached to the Subdivision Agreement (the "Property"); and

WHEREAS, pursuant to the Subdivision Agreement, the Developer has agreed to install and complete at its expense certain Public Improvements (as that term is defined in the Subdivision Agreement) on the Property and to provide the Town with a financial guarantee, in an amount equal to one hundred ten percent (110%) of the costs of the Public Improvements naming the Town as the designated beneficiary, to secure the performance and completion of the Public Improvements.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged and confessed, the parties hereto covenant and agree as follows:

1. Purpose. The purpose of this Agreement is to provide for a financial guarantee to the Town for the performance and completion of the Public Improvements described in the Subdivision Agreement and, accordingly, to supplement the terms and conditions of the Subdivision Agreement. Defined terms within the Subdivision Agreement shall have the same meaning when used herein.

2. Financial guarantee. In order to secure the performance and completion of the Public Improvements, the Developer agrees to deposit with the Town the sum of _____ _____ Dollars ($_____), which represents one hundred ten percent (110%) of the estimated cost of the Public Improvements (the "Financial Guarantee Funds"). All Financial Guarantee Funds shall be deposited in the Town's General Fund. The Town shall not be required to pay the Developer any interest on the Financial Guarantee Funds.

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. 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 the

financial guarantee. 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 estimate prior to the issuance of any grading permit for the Property and on an annual basis thereafter. Adjusted cost estimates will be made according to changes in the Construction Costs Index as published by the *Engineering News Record* or based upon actual construction bids, as determined by the Town in the exercise of its sole discretion. 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 new funds in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with additional Financial Guarantee Funds, the Town may exercise the remedies provided for in paragraph 6 of the Subdivision Agreement; provided, however, that prior to increasing the amount of additional Financial Guarantee Funds required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of Financial Guarantee Funds required at any time shall relate to the cost of required Public Improvements not yet constructed.

3. Release of Financial Guarantee Funds.

a. The Developer intends to enter into several different contracts with different contractors to install the Public Improvements. It is the intent of the parties hereto that Financial Guarantee Funds will be released as work is completed on each individual contract. In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 9 of the Subdivision Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the Financial Guarantee Funds to complete the Public Improvements called for in this Agreement.

b. The Financial Guarantee Funds are to be used solely and exclusively for the completion of the Public Improvements. The Town will disburse up to ninety percent (90%) of the estimated cost of the Public Improvements as progress payments according to the schedule of values attached as **Exhibit 1** and incorporated by this reference (the "Schedule of Values"), upon the Developer's satisfaction of the following draw requirements:

1. The Developer delivers an application to the Town (which includes a certification signed by the Developer of the percentage of the total Public Improvements completed according to the Schedule of Values), which application will be made no more than once per month and shall be tied to progress toward the completion of the Public Improvements, as identified in the application (the "Application").

2. Upon receipt of the Application, the Town shall have thirty (30) calendar days within which to provide written acknowledgement from the Public Works Director or designee of the Town that the Application may be paid, partially paid or denied. The Town's affirmation and payment will not constitute approval by the Town of the completion and/or acceptance of Public Improvements, or any portion thereof. Such acknowledgement shall not be unreasonably denied or withheld by the Town and shall be

given if the Public Improvements described in the Application are completed in accordance with the construction plans approved by the Town.

3. The Town shall have no obligation to provide probationary acceptance of the Public Improvements, until all of the Public Improvements are completed and all deficiencies, of any type, including, but not limited to, maintenance, materials or workmanship, that are identified by the Public Works Director at the final inspection are corrected (regardless of the cause of the deficiency).

4. Upon the Town's probationary acceptance of the Public Improvements, the Developer has the option of substituting a letter of credit for twenty percent (20%) of the of the cost of the Public Improvements that the Town is holding for the two-year warranty period, as described in the Subdivision Agreement, in a form and from a financial institution acceptable to the Town.

c. That portion of the Financial Guarantee Funds which represents twenty percent (20%) of the estimated costs of the Public Improvements shall be retained by the Town during the two-year warranty period described in the Subdivision Agreement. At the end of the warranty period and upon final acceptance by the Town, the remaining Financial Guarantee Funds shall be released to the Developer. The Town may draw on the Financial Guarantee Funds during the warranty period to correct any problems with the Public Improvements which have not been corrected by the Developer, as provided by the Subdivision Agreement.

4. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

5. 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.

6. 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.

7. 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.

8. 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, 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 (2) constructions, one of which would render the provision void, and the other which would render the provision valid, then the provisions shall have the meaning which renders it valid.

9. 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.

10. 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: Town of Parker
Public Works Director
20120 E. Mainstreet
Parker, Colorado 80134

Town of Parker
Attn: Director of Community Development
20120 E. Mainstreet
Parker, Colorado 80138

With a copy to: Town of Parker
Town Attorney
20120 E. Mainstreet
Parker, Colorado 80134

Notice to Developer: _____
_____
_____
_____

With a copy to: _____
_____
_____
_____

11. 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.

12. 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 individual(s) that the undersigned individuals(s) has or have full power and authority to enter into this Financial Guarantee Agreement. The Developer and the undersigned individual(s) understand that the Town is relying on such representations and warranties in entering into this Agreement.

13. Conflict with Subdivision Agreements. In the event there is a conflict between the language contained within the Financial Guarantee Agreement and the language contained

within the Subdivision Agreement, the language contained in the Subdivision Agreement shall control.

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF PARKER, COLORADO

By: _____
Steve Greer, Acting Community Development Director

By: _____
Michael E. Sutherland, Public Works Director

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

DEVELOPER: [*COMPANY NAME*]

By: _____
[***Name, title***]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____ of _____.

My commission expires: _____.

SEAL

_____
Notary Public

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

Town of Parker COLORADO™

ITEM NO: 6C
DATE: 09/19/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: SECOND AMENDMENT TO THE AMENDED AND RESTATED ANNEXATION AGREEMENT LUNDIECK PROPERTY

- ☐ PUBLIC HEARING
- ☐ CONTRACT
- ☒ MOTION
- ☐ ORDINANCE FOR 1st READING
- ☐ ORDINANCE FOR 2nd READING
- ☐ RESOLUTION

James S. Maloney, Town Attorney

G. Randolph Young, Town Administrator

ISSUE: The Annexation Agreement for the Lundieck property (also known as Vantage Point) requires the property owner to pay for the relocation of the Magellan pipeline. The Annexation Agreement needs to be amended for the reason that it is no longer necessary for the property owner to relocate the Magellan pipeline.

PRIOR ACTION: The Town and the property owner entered into the Amended and Restated Annexation Agreement on November 18, 2013 (the "Annexation Agreement"). The Town and the property owner entered into the First Amendment to the Annexation Agreement on January 22, 2016 (the "First Amendment").

FUNDING/BUDGET IMPACT: The owner Lundieck property is required to pay to the Town its share of the cost to construct the Eastern Access Drive. The owner of the property to the east of the Lundieck property (the "Highland Property") will also be required to pay its share of the Eastern Access Drive. It is not known at this time if there will be any impact on the Town budget. If the Town decides to construct the Eastern Access Drive prior to the annexation of the Highland Property, then the Town will need to advance the funds to build the portion of the Eastern Access Drive that will benefit the Highland Property.

BACKGROUND: The purpose of the First Amendment was to address the design and construction of the Eastern Access Drive and the relocation of the Magellan pipeline. For the reason that the Eastern Access Drive is going to be constructed to the east of the Magellan pipeline and on the Highland Property, the pipeline will not be relocated. As a result, the Annexation Agreement needs to be amended to remove the obligation of the property owner to relocate the Magellan pipeline. The owner Lundieck property will remain obligated to pay to the Town its share of the cost to design and construct the Eastern Access Drive, even though it will be relocated onto the Highland Property.

RECOMMENDATION: Approve.

PREPARED/REVIEWED BY: Tom Williams, Director of Engineering; James S. Maloney, Town Attorney

ATTACHMENTS:
1. Vicinity Map
2. Agreement

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

Attachment 1

SECOND AMENDMENT TO THE AMENDED AND RESTATED ANNEXATION AGREEMENT LUNDIECK PROPERTY

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED ANNEXATION AGREEMENT (the "Second Amendment") is voluntarily made and entered into this _____ day of _____, 2016, by and between the Town of Parker, a Colorado home rule municipality (the "Town") and Broadstone Vantage Point, LLC, a Delaware limited liability company, its successors and assigns (the "Property Owner").

RECITALS:

A. The Town and SPT-Vantage Point, LLC, entered into the "Amended and Restated Annexation Agreement Lundieck Property" on November 18, 2013, which agreement was recorded in the Douglas County Clerk and Recorder's Office at Reception No. 2013094665 (the "Agreement").

B. The Property Owner purchased all of SPT Vantage Point, LLC's, right, title and interest in the real property described in Exhibit A to the Agreement.

C. The Property Owner assumed all of SPT Vantage Point, LLC's, obligations, right, title and interest in the Agreement.

D. The Town and the Property Owner entered in the First Amendment to Agreement on January 22, 2016 (the "First Amendment"), which First Amendment was recorded in the Douglas County Clerk and Recorder's Office at Reception No. 2016004882.

E. The Property Owner desires to amend Subparagraph 10.c. of the First Amendment concerning the design and construction of the Eastern Access Drive and the relocation of the Magellan Pipeline.

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:

Section 1. Subparagraph 10.c. of the First Amendment are amended to provide as follows:

> 10. Construction of Roads and Major Drainage Improvements. The Property Owner shall, except as provided in subparagraph (c) below, design and construct at its sole expense, the following road and major drainage improvements, in accordance with Town standards, except as otherwise provided in this Paragraph:
>
> c. Eastern Access Drive. The Property Owner shall pay to the Town, its share of the cost to design and construct that portion of

"Eastern Access Drive" to be located on the real property described in Exhibits 1, 2 and 3 of this Second Amendment

2. The Town and the Property Owner acknowledge and agree that the Agreement has not been amended, except as provided in this Second Amendment.

IN WITNESS WHEREOF, the parties have signed this Second Amendment as of the date set forth above.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

_____
James S. Maloney, Town Attorney

PROPERTY OWNER: BROADSTONE VANTAGE POINT, LLC, a Delaware limited liability company

By: Broadstone Vantage Point Alliance, LLC, a Delaware limited liability company, its Administrative Member

By: _____
MEMBER [*Name/title*]

STATE OF COLORADO)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 8th day of September 2016, by Andrew Kendrick Clay, as Administrative Member of Broadstone Vantage Point Alliance, LLC, a Delaware limited liability company, as its Administrative Member of Broadstone Vantage Point, LLC, a Delaware limited liability company.

My commission expires: 7-19-19.

SEAL

ELIONORE GRUBER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19914009879
My Commission Expires July 19, 2019

_____
Notary Public

EXHIBIT "1"

Legal Description:

A parcel of land situated in the NW1/4 of Section 3, T.6S., R.66W., of the 6th P.M., Town of Parker, County of Douglas, State of Colorado, and being more particularly described as follows:

Beginning at the West 1/4 Corner of Section 3, T.6S., R.66W., of the 6th P.M.;
Thence N00°07'05"W along the West Line of the NW 1/4 of said Section 3, a distance of 830.05 feet;
Thence along a non-tangent curve to the right having a central angle of 03°14'21", a radius of 1438.00 feet, an arc length of 81.30 feet, a chord bearing of N79°40'03"E and a chord distance of 81.29 feet;
Thence S00°07'05"E a distance of 364.80 feet to a point of curve;
Thence along a curve to the right having a central angle of 08°38'06", a radius of 810.00 feet, an arc length of 122.07 feet, a chord bearing of S04°11'58"W and a chord distance of 121.96 feet;
Thence S08°31'01"W a distance of 79.00 feet to a point of curve;
Thence along a curve to the left having a central angle of 12°26'57", a radius of 730.00 feet, an arc length of 158.61 feet, a chord bearing of S02°17'33"W and a chord distance of 158.30 feet;
Thence S03°55'56"E a distance of 121.64 feet to a point on the South Line of the NW 1/4 of said Section 3;
Thence S89°29'25"W along said South Line, a distance of 60.39 feet to the **Point of Beginning**.

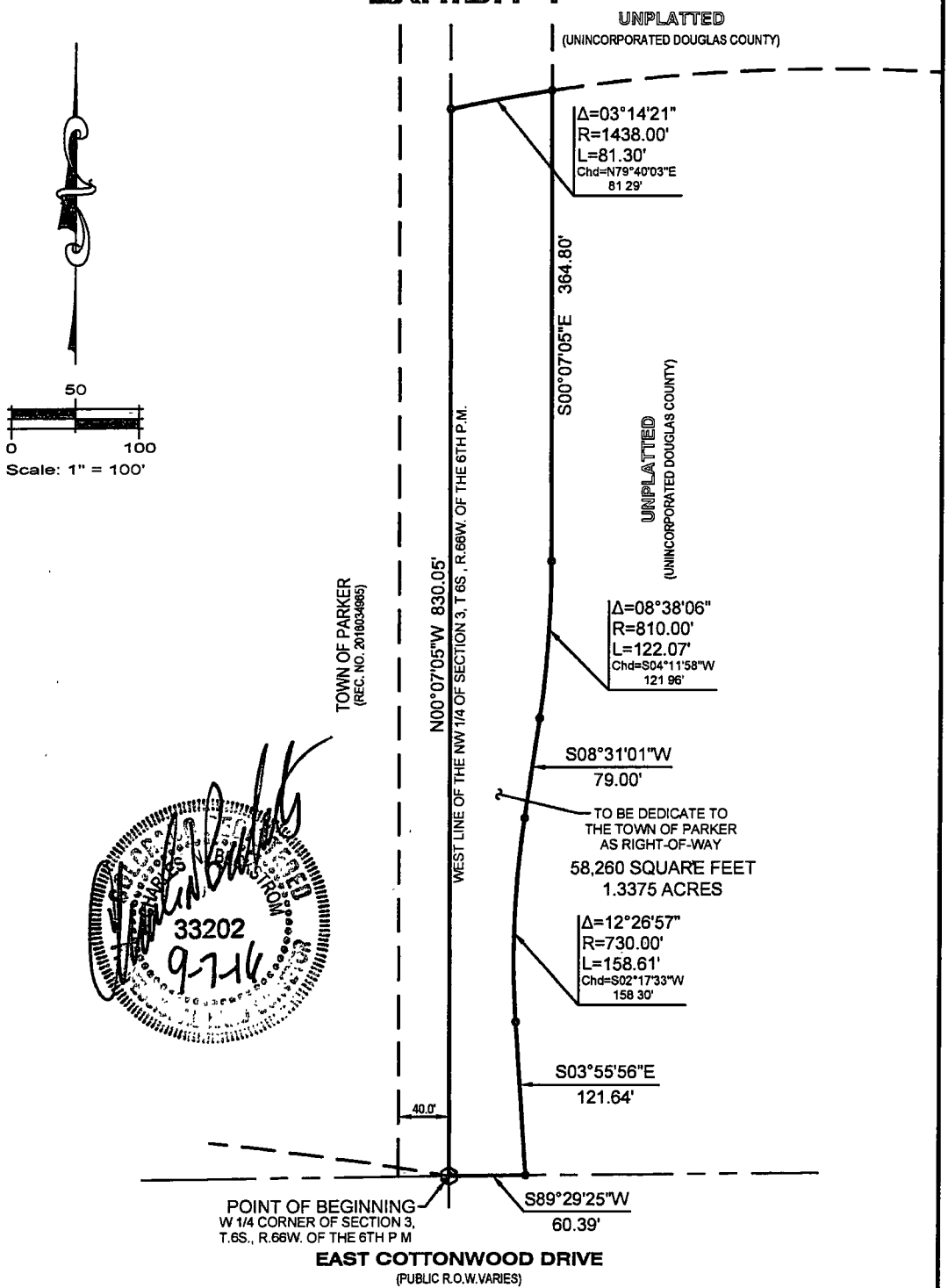
Parcel Contains (58,260 Square Feet) 1.3375 Acres

All lineal distances are represented by U.S. Survey Feet.

Date prepared: August 10, 2016
Date of last revision:
Prepared by: Charles N. Beckstrom, PLS No. 33202
for and on behalf of
Engineering Service Company
14190 East Evans Avenue
Aurora, Colorado 80014
Phone: 303-337-1393
cbeckstrom@engineeringserviceco.com

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
CHARLES N. BECKSTROM
33202
9-7-16

EXHIBIT 1



ESC
ENGINEERING SERVICE COMPANY
14190 East Evans Avenue
Aurora, Colorado 80014
P 303.337.1393 | F 303.337.7481

PROPERTY OWNER.
DOUGLAS COUNTY ASSOCIATES, LTD.

PARCEL CONTAINS
58,260 SQUARE FEET
1 3375 ACRES

TOWN OF PARKER

Drawn By: DVW	Checked By: CNB	Project No.: 0814.013	Date: 9/6/2016
Scale: 1"= 100'	File Name: N:\Projects\Strategic Land Solutions, Inc\Parker Rd. & Cottonwood Dr\CAD\Exhibit-B_1_G-1		

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

PROPOSED R.O.W. DEDICATION

A PARCEL OF LAND
SITUATED IN THE NW1/4, OF SECTION 3, T.6S , R 66W , OF THE 6TH P M
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

N:\Projects\Strategic Land Solutions, Inc\Parker Rd. & Cottonwood Dr\CAD\Exhibit\Strategic - Parker & Cottonwood - Exhibit - B_1_G-1.dwg, 9/6/2016 10 22 46 AM, Engineering Service Company

EXHIBIT "2"

Legal Description:

A parcel of land situated in the NW1/4 of Section 3, T.6S., R.66W., of the 6th P.M., Town of Parker, County of Douglas, State of Colorado, and being more particularly described as follows:

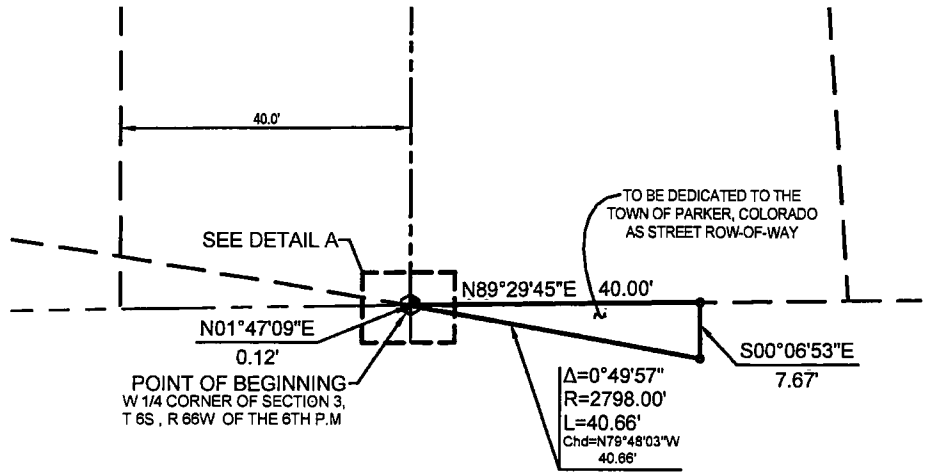
Beginning at the West 1/4 Corner of Section 3, T.6S., R.66W., of the 6th P.M.;
Thence N89°29'45"E along the South Line of the NW 1/4 of said Section 3, a distance of 40.00 feet;
Thence S00°06'53"E a distance of 7.67 feet;
Thence along a non-tangent curve to the left having a central angle of 00°49'57", a radius of 2798.00 feet, an arc length of 40.66 feet, a chord bearing of N79°48'03"W and a chord distance of 40.66 feet;
Thence N01°47'09"E a distance of 0.12 feet to the **Point of Beginning**.

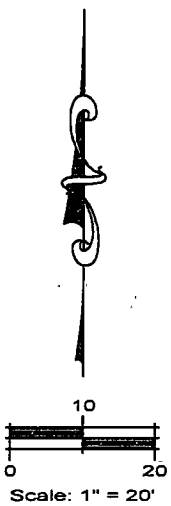
Parcel Contains (154 Square Feet) 0.0035 Acres

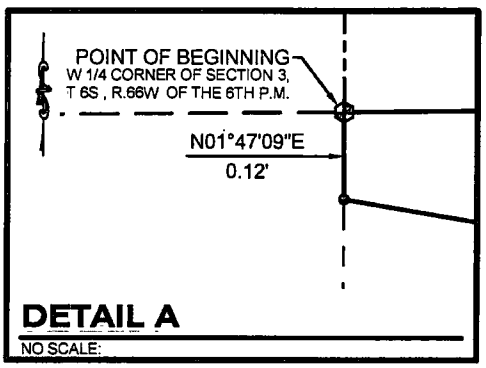
All lineal distances are represented by U.S. Survey Feet.

Date prepared: August 18, 2016
Date of last revision:
Prepared by: Charles N. Beckstrom, PLS No. 33202
for and on behalf of
Engineering Service Company
14190 East Evans Avenue
Aurora, Colorado 80014
Phone: 303-337-1393
cbeckstrom@engineeringserviceco.com

EXHIBIT 2







COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR 33202 9-7-16

ESC ENGINEERING SERVICE COMPANY
14190 East Evans Avenue
Aurora, Colorado 80014
P 303.337.1393 I F 303.337.7481

PROPERTY OWNER.
KINGS POINT SOUTH METROPOLITAN DISTRICT

PARCEL CONTAINS
154 SQUARE FEET
0.0035 ACRES

TOWN OF PARKER

Drawn By:	Checked By	Project No	Date
DVW	CNB	0814.013	9/6/2016
Scale 1"= 20'	File Name N:\Projects\Strategic Land Solutions, Inc\Parker Rd. & Cottonwood Dr\CAD\Exhibit-C_2_G-2		

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

PROPOSED R.O.W. DEDICATION

A PARCEL OF LAND
SITUATED IN THE SW1/4, OF SECTION 3, T.6S., R 66W , OF THE 6TH P.M
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

N:\Projects\Strategic Land Solutions, Inc\Parker Rd & Cottonwood Dr\CAD\Exhibit\Strategic - Parker & Cottonwood - Exhibit - C_2_G-2 dwg, 9/6/2016 10 39 59 AM, Engineering Service Company

EXHIBIT "3"

Legal Description:

A parcel of land situated in the NE1/4 of Section 4, T.6S., R.66W., of the 6th P.M., Town of Parker, County of Douglas, State of Colorado, and being more particularly described as follows:

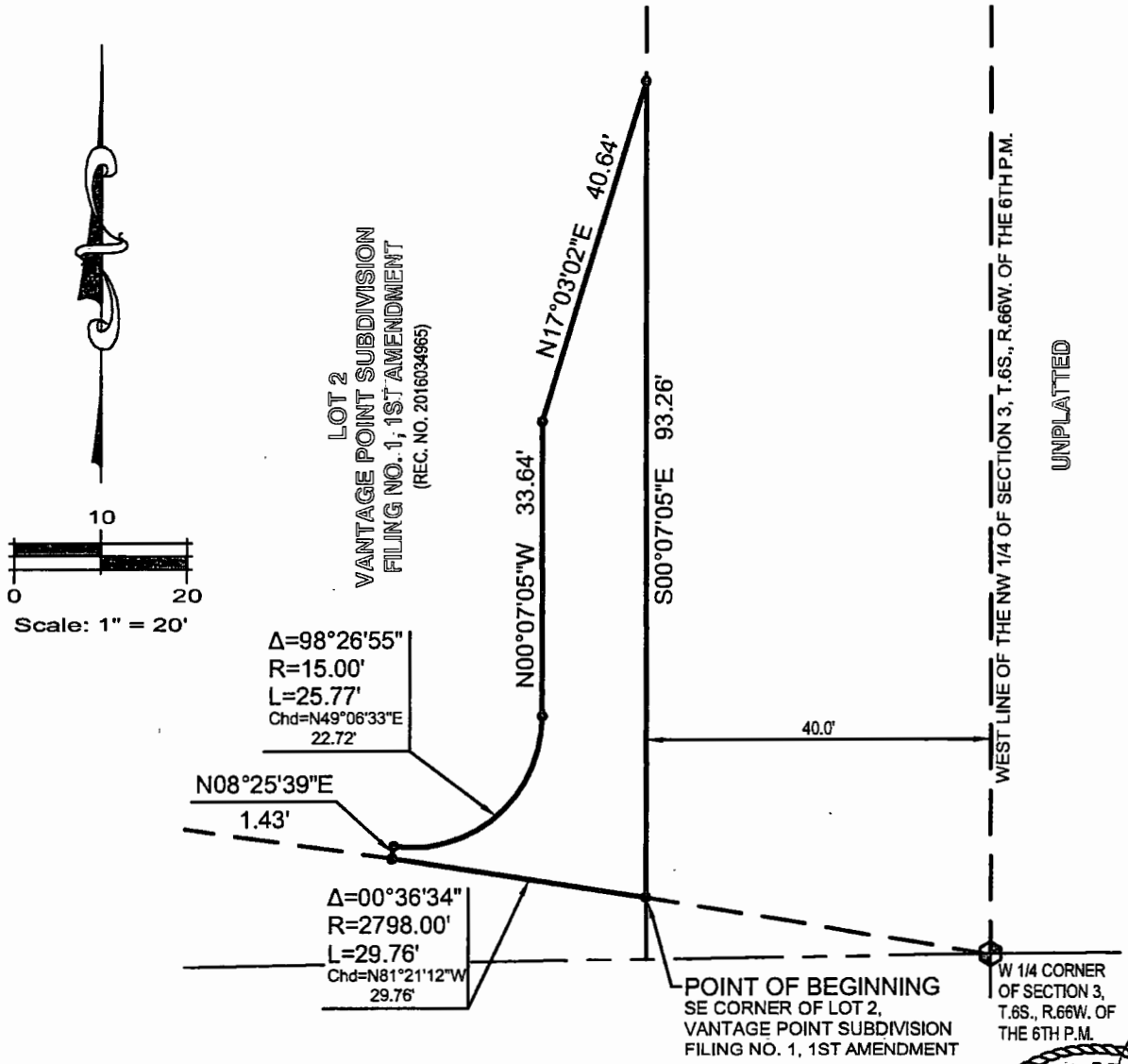
Beginning at the Southeast Corner of Lot 2, Vantage Point Subdivision Filing No. 1, 1st Amendment;
Thence along the Northerly R.O.W. Line of East Cottonwood Drive and along a curve to the left having a central angle of 00°36'34", a radius of 2798.00 feet, an arc length of 29.76 feet, a chord bearing of N81°21'12"W and a chord distance of 29.76 feet;
Thence N08°25'39"E a distance of 1.43 feet;
Thence along a non-tangent curve to the left having a central angle of 98°26'55", a radius of 15.00 feet, an arc length of 25.77 feet, a chord bearing of N49°06'33"E and a chord distance of 22.72 feet;
Thence N00°07'05"W a distance of 33.64 feet;
Thence N17°03'02"E a distance of 40.64 feet to a point on the East Line of said Lot 2;
Thence S00°07'05"E along said East Line, a distance of 93.26 feet to the **Point of Beginning**.

Parcel Contains (967 Square Feet) 0.0222 Acres

All lineal distances are represented by U.S. Survey Feet.

Date prepared: September 7, 2016
Date of last revision:
Prepared by: Charles N. Beckstrom, PLS No. 33202
for and on behalf of
Engineering Service Company
14190 East Evans Avenue
Aurora, Colorado 80014
Phone: 303-337-1393
cbeckstrom@engineeringserviceco.com

EXHIBIT "3"



COLORADO REGISTERED
CHARLES N. BERGSTROM
33202
9-7-16
PROFESSIONAL LAND SURVEYOR

ESC
ENGINEERING SERVICE COMPANY
14190 East Evans Avenue
Aurora, Colorado 80014
P 303.337.1393 | F 303.337.7481

PROPERTY OWNER:
ALLIANCE RESIDENTIAL CO.
44 COOK STREET, SUITE 400
DENVER, COLORADO 80206

PARCEL CONTAINS
967 SQUARE FEET
0.0222 ACRES

TOWN OF PARKER

Drawn By: DWW	Checked By: CNB	Project No.: 0814 013	Date: 09/7/2016
Scale: 1"= 20'	File Name: N:\Projects\Strategic Land Solutions, Inc\Parker Rd. & Cottonwood Dr\CAD\Exhibit		

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

PROPOSED R.O.W. DEDICATION

A PARCEL OF LAND
SITUATED IN THE NW1/4, OF SECTION 3, T.6S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

Town of Parker COLORADO

ITEM NO: 6D
DATE: 09/19/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: AGREEMENT FOR POSSESSION AND USE - NORTON

- ☐ PUBLIC HEARING
- ☐ CONTRACT
- ☒ MOTION
- ☐ ORDINANCE FOR 1st READING
- ☐ ORDINANCE FOR 2nd READING
- ☐ RESOLUTION

James S. Maloney, Town Attorney

G. Randolph Young, Town Administrator

ISSUE: The Town Council adopted Ordinance No. 1.475 stating its intent to acquire the real property necessary for the construction of Summerset Lane, including real property owned by Robert Norton and Meredith Norton (the "Nortons"). As a part of the good faith negotiations required by Ordinance No. 1.475, the Nortons agreed to enter into an "Agreement for Possession and Use," subject to Town Council approval.

PRIOR ACTION: The Town Council adopted Ordinance No. 1.475 on March 7, 2016, stating its intent to acquire the real property necessary to construct Summerset Lane.

FUNDING/BUDGET IMPACT: The Nortons will allow the Town to use the real property that they own for the construction of Summerset Lane at no cost and will convey this real property to the Town at no cost, if the balance of the Nortons' property is annexed and zoned. In the event the balance of the Nortons' property is not annexed and zoned, the Town will have to pay for the real property used to construct Summerset Lane.

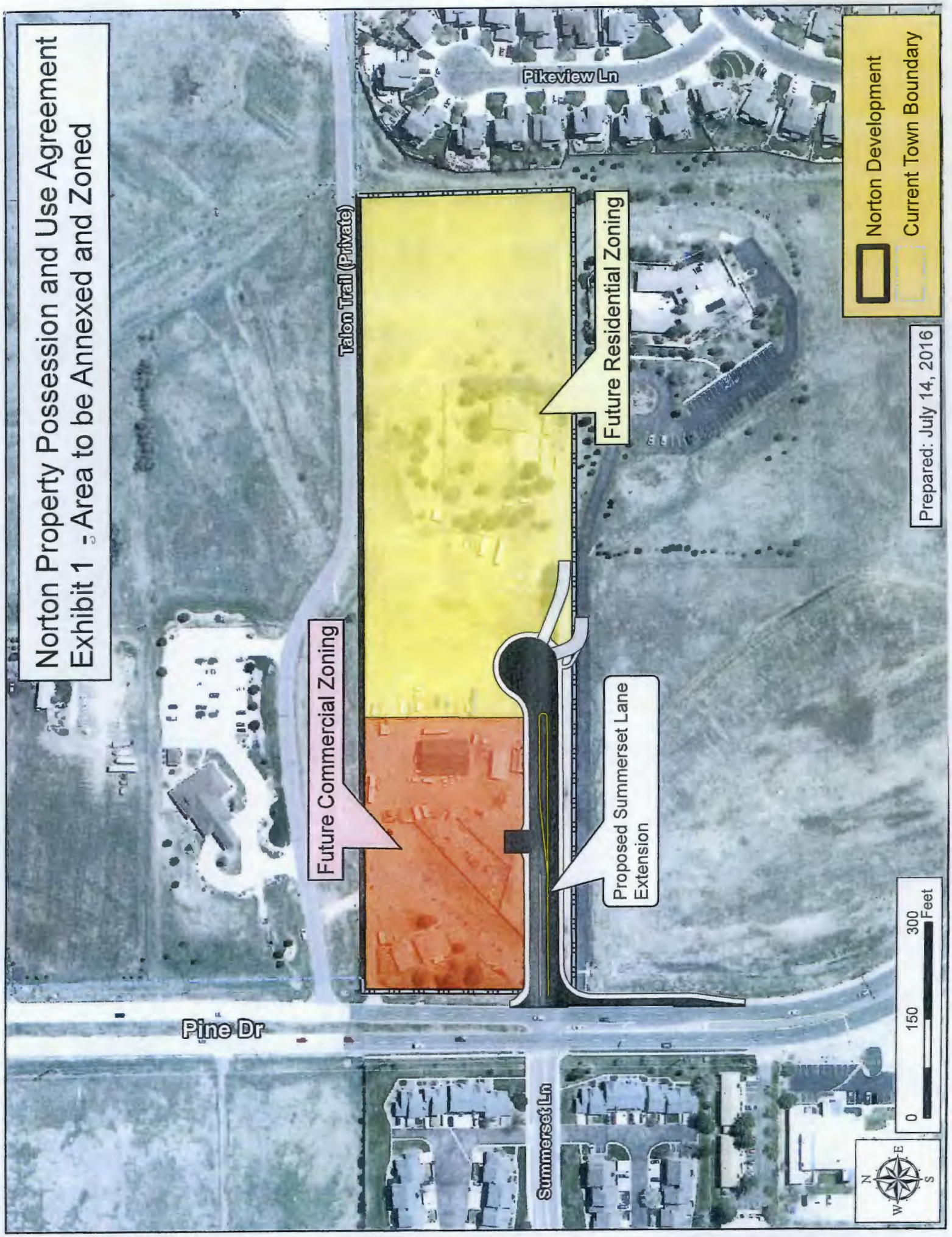
BACKGROUND: The Town Council adopted Ordinance No. 1.475 stating its intent to acquire the real property necessary for Summerset Lane. This roadway project consists of the extension of Summerset Lane for approximately 600 feet, which will include the real property owned by the Nortons, which is located outside of the Town's boundary. The Nortons signed the attached Agreement for Possession and Use, which allows the Town to use a portion of their real property to construct Summerset Lane. In the event that the Nortons' property is annexed and zoned, the Nortons will convey the portion of their property used to construct Summerset Lane to the Town at no cost. If the Nortons' property is not annexed and zoned, the Town will have to pay the Nortons the fair market value for this property.

RECOMMENDATION: Approve.

PREPARED/REVIEWED BY: Chris Hudson, CIP and Construction Manager; John Fussa, Community Development Director; Bryce Matthews, Planning Manager; Corey Y. Hoffmann, Esq., Special Counsel; James S. Maloney, Town Attorney

ATTACHMENTS:
1. Vicinity Map
2. Agreement

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


Norton Property Possession and Use Agreement
Exhibit 1 - Area to be Annexed and Zoned
Pikeview Ln
Talon Trail (Private)
Future Residential Zoning
Future Commercial Zoning
Proposed Summerset Lane Extension
Pine Dr
Summerset Ln
Norton Development
Current Town Boundary
Prepared: July 14, 2016
0
150
300
Feet
N
E
S
W

AGREEMENT FOR POSSESSION AND USE

THIS AGREEMENT is made this 31 day of August, 2016, between the Town of Parker, a home rule municipal corporation of the State of Colorado (hereinafter "Town") and Robert M. Norton, Meredith S. Norton (hereinafter "Owner").

WITNESSETH

WHEREAS, the Town and Owner desire to reach an agreement regarding possession and use of certain parcels of real property, which parcels are described in **Exhibit A**, attached hereto and incorporated herein by reference.

NOW, THEREFORE, it is agreed:

1. The consideration for this Agreement shall be the continuing discussions regarding potential annexation of the property sought to be annexed by the Owner (the "Owner's Property") to the Town and the mutual covenants contained herein including specifically those covenants contained in Section 5, hereinbelow, which shall be consideration for the possession and use of the property interests described in **Exhibit A** (the "Subject Property").

2. The undersigned Owner hereby irrevocably grants to the Town, its contractors, agents, and all others deemed necessary by it, the irrevocable right to possession and use of the property described in **Exhibit A** (the "Subject Property") for the purpose of constructing and extending Summerset Lane, a Town roadway. Said right to possession and use shall include the right to perform construction and maintenance activities. This grant of possession shall remain in effect with respect to the said parcels until such time as an agreement is reached for the dedication of the Subject Property pursuant to Section 5 below and, if an agreement cannot be reached, the Town may shall file a petition in eminent domain in the Douglas County District Court to determine the just compensation for the taking of the Subject Property.

3. For the purposes of valuation of the Subject Property, either in negotiations conducted pursuant to this Agreement or in any eminent domain proceeding initiated hereafter, the date of valuation of the Subject Property shall be the date of execution of this Agreement.

4. Owner agrees by execution of this Agreement that he has no objection to the Town's condemnation case, if one is necessary. Owner agrees that all conditions precedent to initiating and maintaining a condemnation proceeding have been satisfied. Specifically, Owner agrees and acknowledges:

a. The Town has negotiated in good faith with the interest holders of record, but the parties have been unable to resolve this matter.

b. The Town is authorized to condemn the Subject Property for the public purpose of constructing and extending Summerset Lane, a Town roadway.

c. The acquisition of the Subject Property is necessary for the public purpose of constructing and extending Summerset Lane, a Town roadway.

5. This Agreement is made with the understanding that the Town will continue to negotiate in good faith with the undersigned Owner regarding the potential annexation and rezoning of Owner's Property in substantial conformance to the matters listed in **Exhibit B** attached hereto and incorporated herein by reference. In the event further negotiations are unsuccessful, the Town agrees to begin proceedings in eminent domain within nine (9) months from the date of approval of this Agreement by the Town, unless an extension is agreed to by all parties via written addendum hereto. If the Owner's Property is annexed and zoned to the Town, the Subject Property shall be dedicated to the Town free and clear of all liens and encumbrances as a condition of such annexation. If the Owner's Property is not annexed to the Town, or if the Subject Property cannot be dedicated to the Town free and clear of all liens and encumbrances, this Agreement shall be submitted to the Court in order to obtain a court approved Stipulation for Possession to the Subject Property. Regardless of any such order for possession by the Court, this grant of possession shall remain in effect until title to the Subject Property transfers to the Town, or until the Town releases such right in writing.

6. Should an eminent domain proceeding be initiated by the Town, it is agreed that this document shall be sequestered by the Court from a jury or board of commissioners and shall not be considered as evidence.

7. It is agreed that by entering into this Agreement, the undersigned do not waive any rights to raise any issue pertaining to just compensation at trial. However, as set forth above in Paragraph 4, Owner specifically waives any rights he may have to contest the jurisdiction, authority, necessity, or any other condition precedent to the filing of the eminent domain action. It is the parties' intent that the only issue in any such proceeding be the amount of just compensation to be paid by the Town in the event annexation negotiations are unsuccessful, or in the event the Subject property cannot be dedicated to the Town free and clear of all liens and encumbrances.

8. The purposes of this Agreement are to allow the Town to proceed with its construction project without delay, and to allow Owner to avoid litigation at this time. The Town will use its best efforts to relocate the existing Greenhouse and fruit trees that will be impacted by the construction to an area designated by Owner prior to commencement of construction. Town makes no representations or warranties as to the condition of either the Greenhouse or fruit trees once relocated.

9. The undersigned Owner agrees to pay all taxes, including prorated taxes for the current year, and special assessments due at the time the Town takes possession of the Subject Property.

10. This Agreement shall be deemed a contract. It shall bind the parties only when signed by an authorized person on behalf of the Town and by Owner. This contract shall also

extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties.

11. It is agreed that the Town shall record this document.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, CMC, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

Owner

By: _____

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 31 day of August, 2016, by Robert M. Norton Jr and Meredith J Norton

My commission expires: DOUGLAS MAHONEY Notary Public State of Colorado Notary ID 20104006240 My Commission Expires Feb 28, 2018

(S E A L)

NOTARY PUBLIC

Notary Public

NORTON ACCESS EASEMENT

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23, WHENCE THE WEST QUARTER CORNER OF SAID SECTION 23 BEARS SOUTH 00°25'11" EAST, A DISTANCE OF 2648.35 FEET WITH ALL BEARINGS HEREON REFERENCED THERETO;

THENCE SOUTH 64°59'19" EAST, A DISTANCE OF 559.85 FEET TO THE WESTERLY BOUNDARY LINE OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 2015012729 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID WESTERLY BOUNDARY LINE NORTH 89°37'38" EAST, A DISTANCE OF 7.01 FEET;

THENCE NORTH 44°05'16" EAST, A DISTANCE OF 64.69 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 53.37 FEET;

THENCE SOUTH 44°05'16" EAST, A DISTANCE OF 51.96 FEET;

THENCE SOUTH 00°22'22" EAST, A DISTANCE OF 16.77 FEET;

THENCE SOUTH 89°37'38" WEST, A DISTANCE OF 141.59 FEET TO SAID WESTERLY BOUNDARY LINE;

THENCE ALONG SAID WESTERLY BOUNDARY LINE NORTH 00°25'11" WEST, A DISTANCE OF 8.50 FEET TO THE **POINT OF BEGINNING**.

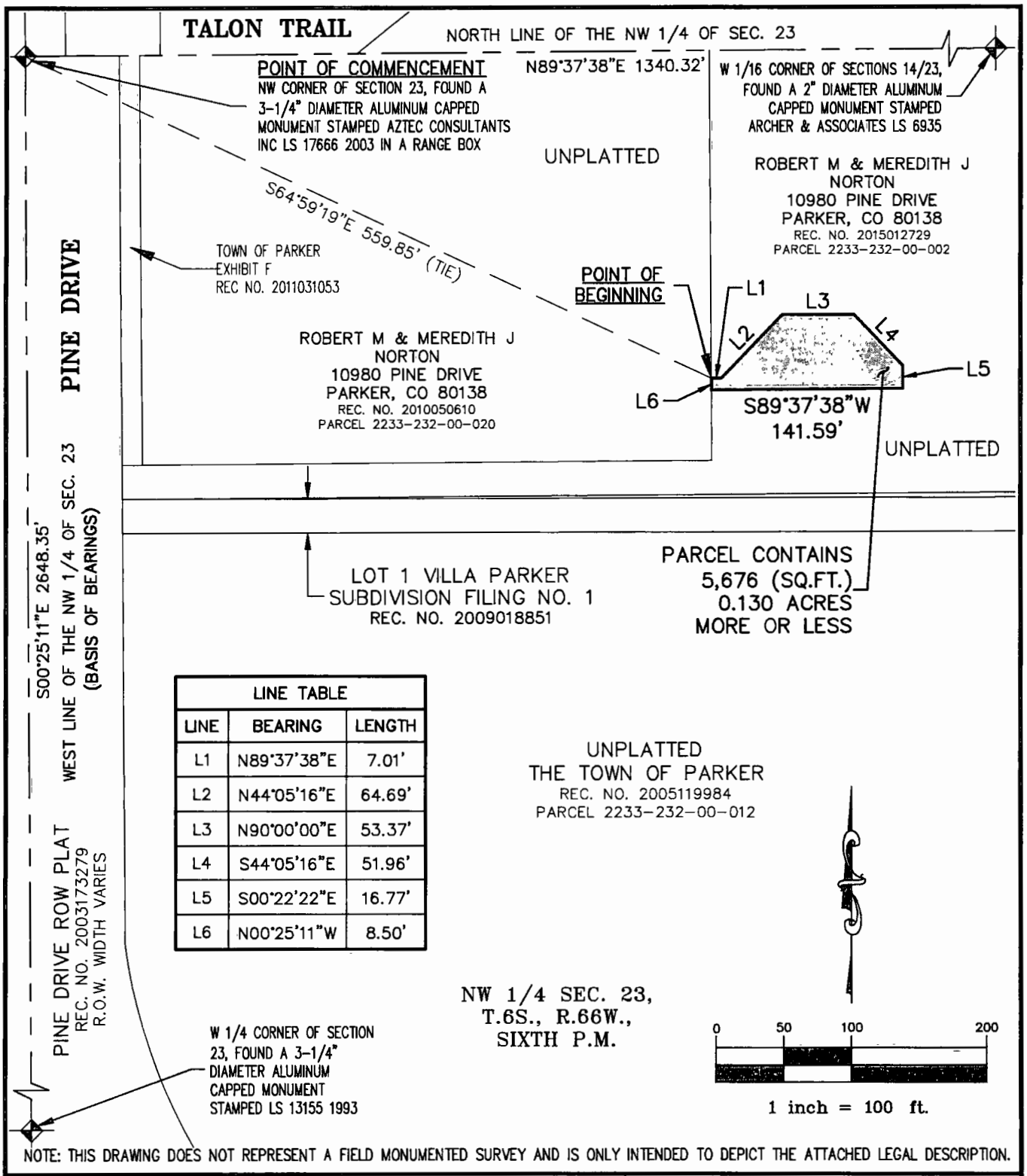
CONTAINING AN AREA OF 0.130 ACRES, (5,676 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

COLORADO REGISTERED
DEAN E. CATES
22561
12/30/15

DEAN E. CATES, PLS
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO LEGAL DESCRIPTION



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°37'38"E	7.01'
L2	N44°05'16"E	64.69'
L3	N90°00'00"E	53.37'
L4	S44°05'16"E	51.96'
L5	S00°22'22"E	16.77'
L6	N00°25'11"W	8.50'

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

PATH: V:\24915-23\DWG
DWG NAME: NORTON UE
DWG: BJM CHK: DEC
DATE: 12/18/2015
SCALE: 1" = 100'

AZTEC CONSULTANTS, INC.
300 East Mineral Ave, Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

NORTON ACCESS EASEMENT
NW 1/4 SEC. 23, T6S, R66W, 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 24915-23

NORTON DRAINAGE EASEMENT

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23, WHENCE THE WEST QUARTER CORNER OF SAID SECTION 23 BEARS SOUTH 00°25'11" EAST, A DISTANCE OF 2648.35 FEET WITH ALL BEARINGS HEREON REFERENCED THERETO;

THENCE SOUTH 23°04'58" EAST, A DISTANCE OF 220.60 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF PINE DRIVE RECORDED AT RECEPTION NO. 2011031053 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE NORTH 89°37'38" EAST, A DISTANCE OF 89.37 FEET;

THENCE SOUTH 00°22'22" EAST, A DISTANCE OF 45.00 FEET;

THENCE SOUTH 89°37'38" WEST, A DISTANCE OF 89.33 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 00°25'11" WEST, A DISTANCE OF 45.00 FEET TO THE **POINT OF BEGINNING**.

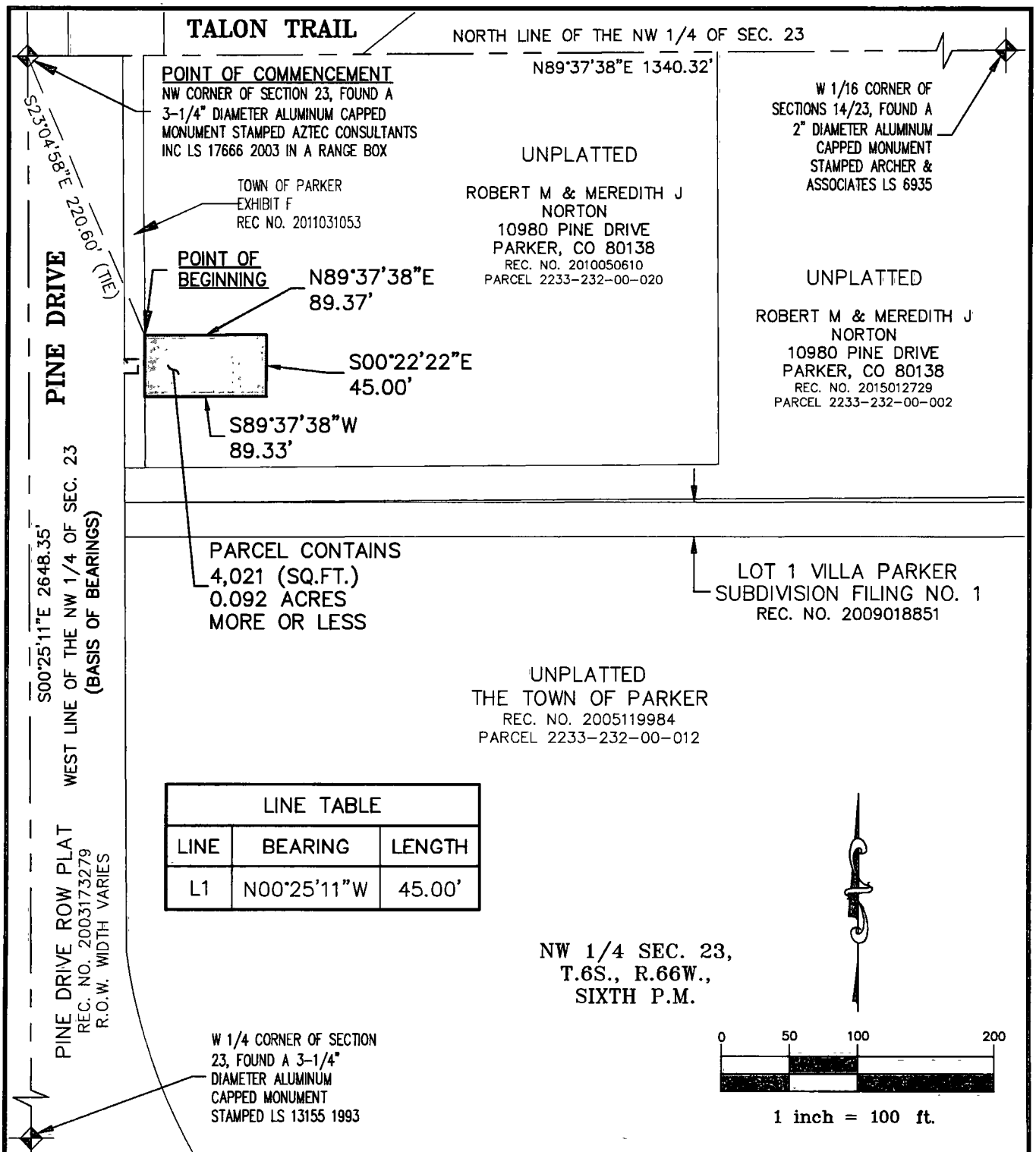
CONTAINING AN AREA OF 0.092 ACRES, (4,021 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

COLORADO REGISTERED DEAN E CATES 22561 12/30/15 PROFESSIONAL LAND SURVEYOR

DEAN E. CATES, PLS
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO LEGAL DESCRIPTION



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°25'11"W	45.00'

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

PATH: V:\24915-23\DWG
DWG NAME: NORTON PDE
DWG. BJM CHK: DEC
DATE: 12/18/2015
SCALE: 1" = 100'

AZTEC CONSULTANTS, INC.
300 East Mineral Ave. Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

NORTON DRAINAGE EASEMENT
NW 1/4 SEC. 23, T6S, R66W, 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 24915-23 2 OF 2 SHEETS

NORTON QUITCLAIM PARCEL

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23, WHENCE THE WEST QUARTER CORNER OF SAID SECTION 23 BEARS SOUTH 00°25'11" EAST, A DISTANCE OF 2648.35 FEET WITH ALL BEARINGS HEREON REFERENCED THERETO;

THENCE SOUTH 13°33'05" EAST, A DISTANCE OF 308.11 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 2015012729 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AND THE **POINT OF BEGINNING**;

THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARY LINES OF SAID PARCEL THE FOLLOWING (2) COURSES:

1. NORTH 89°37'38" EAST, A DISTANCE OF 435.60 FEET;
2. NORTH 00°25'11" WEST, A DISTANCE OF 51.50 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY LINE NORTH 89°37'38" EAST, A DISTANCE OF 141.59 FEET;

THENCE SOUTH 00°22'22" EAST, A DISTANCE OF 79.64 FEET TO THE NORTHERLY BOUNDARY LINE OF LOT 1, VILLA PARKER SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO. 2009018851 IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY BOUNDARY LINE SOUTH 89°56'19" WEST, A DISTANCE OF 577.13 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF PINE DRIVE;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 00°25'11" WEST, A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING**.

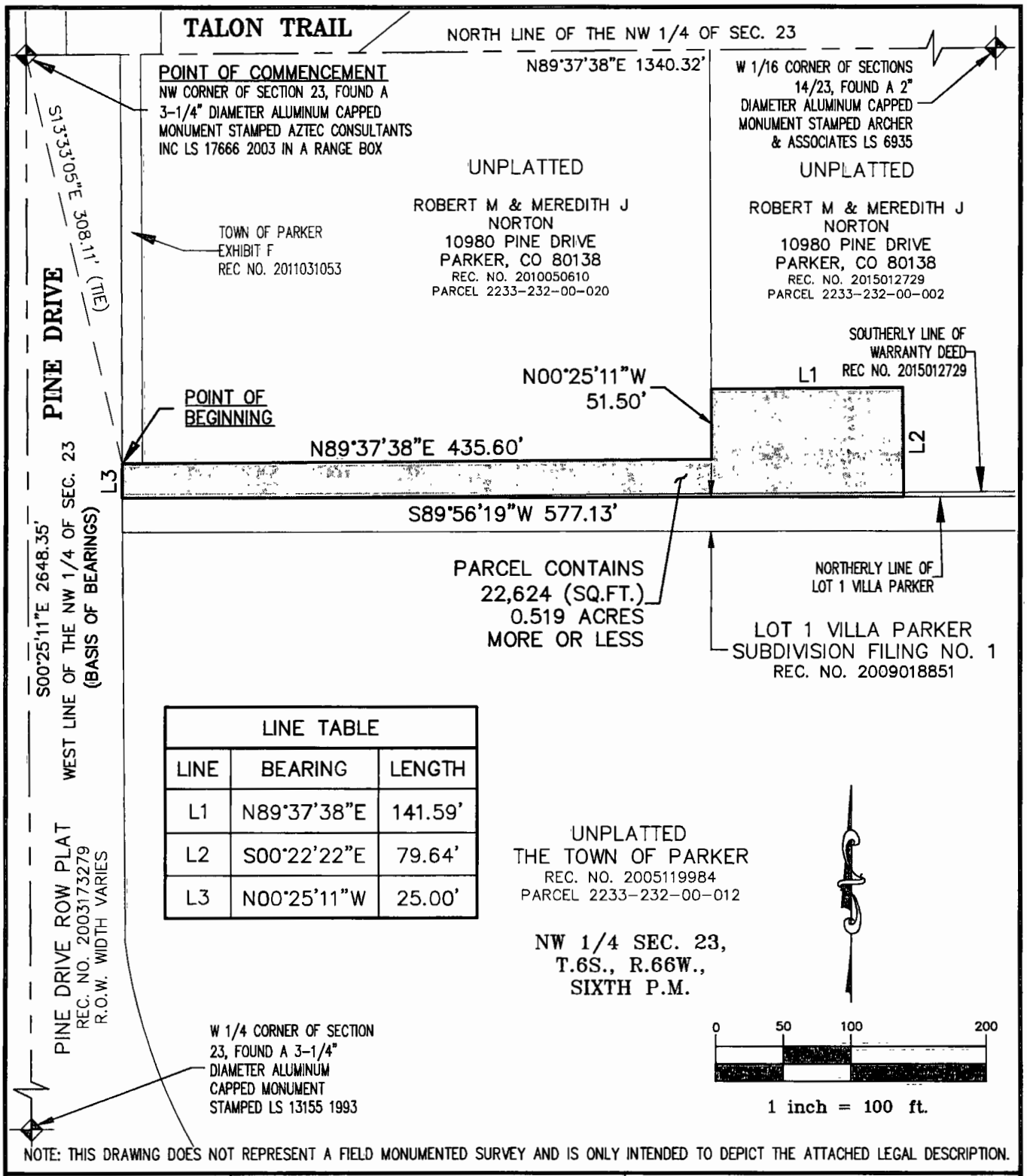
CONTAINING AN AREA OF 0.519 ACRES, (22,624 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

COLORADO REG. STAMP
DEAN E. CATES
22561
12/22/15

DEAN E. CATES, PLS
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO LEGAL DESCRIPTION



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°37'38"E	141.59'
L2	S00°22'22"E	79.64'
L3	N00°25'11"W	25.00'

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

PATH: V:\24915-23\DWG
DWG NAME: NORTON QCD PARCEL
DWG: BJM CHK: DEC
DATE: 12/18/2015
SCALE: 1" = 100'

AZTEC CONSULTANTS, INC.

300 East Mineral Ave, Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

NORTON QUITCLAIM PARCEL
NW 1/4 SEC. 23, T6S, R66W, 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 24915-23

NORTON ROW PARCEL 1

LEGAL DESCRIPTION

A PARCEL OF LAND BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23, WHENCE THE WEST QUARTER CORNER OF SAID SECTION 23 BEARS SOUTH 00°25'11" EAST, A DISTANCE OF 2648.35 FEET WITH ALL BEARINGS HEREON REFERENCED THERETO;

THENCE SOUTH 19°17'54" EAST, A DISTANCE OF 262.70 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF PINE DRIVE RECORDED AT RECEPTION NO. 2011031053 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE NORTH 89°37'38" EAST, A DISTANCE OF 420.60 FEET TO THE EASTERLY BOUNDARY LINE OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 2010050610 IN SAID RECORDS;

THENCE ALONG THE EASTERLY AND SOUTHERLY BOUNDARY LINES OF SAID PARCEL THE FOLLOWING (2) COURSES:

1. SOUTH 00°25'11" EAST, A DISTANCE OF 51.50 FEET;
2. SOUTH 89°37'38" WEST, A DISTANCE OF 420.60 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF PINE DRIVE;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 00°25'11" WEST, A DISTANCE OF 51.50 FEET TO THE **POINT OF BEGINNING**.

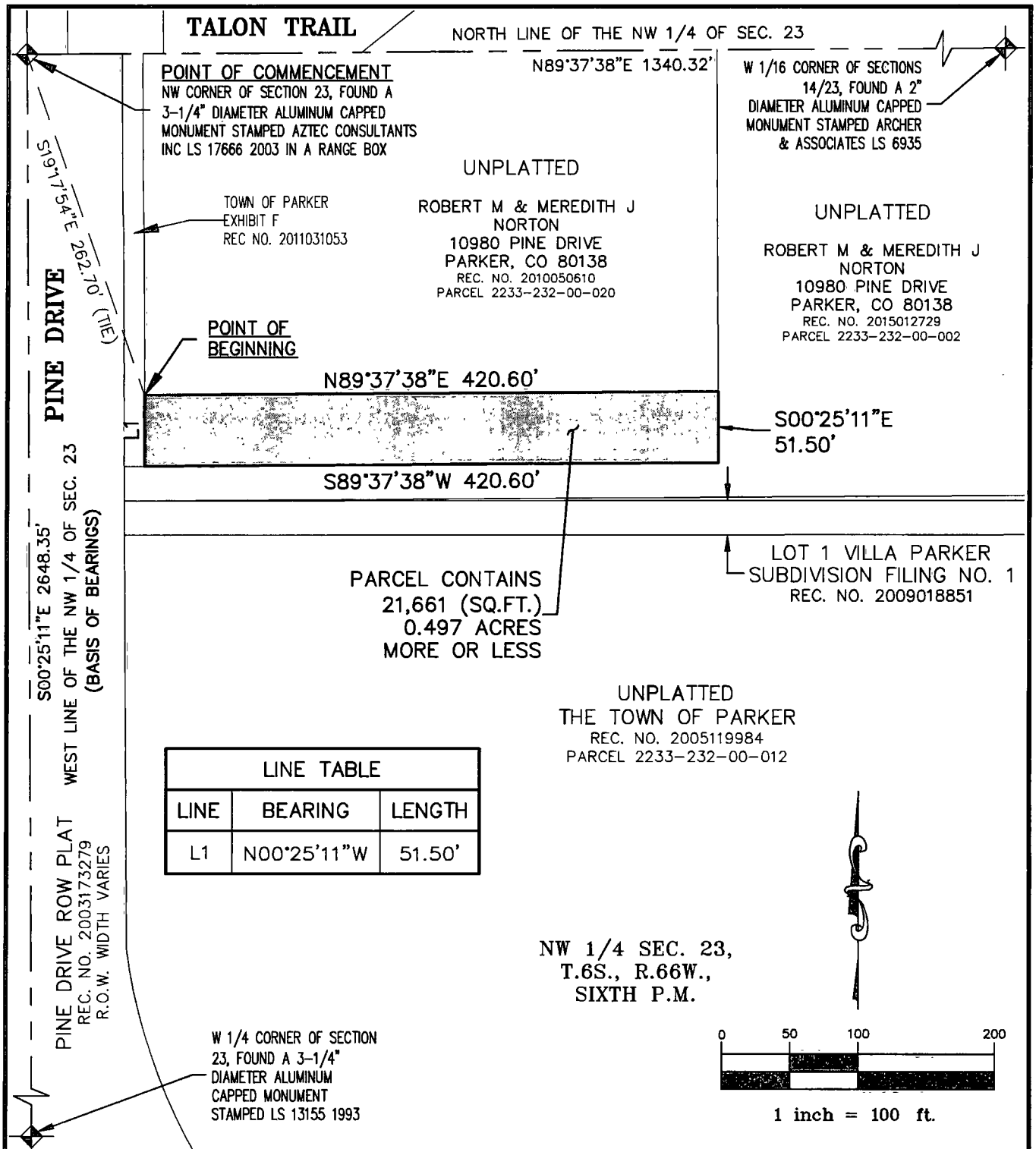
CONTAINING AN AREA OF 0.497 ACRES, (21,661 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

22561
12/29/15

DEAN E. CATES, PLS
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO LEGAL DESCRIPTION



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°25'11"W	51.50'

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

PATH: V:\24915-23\DWG
DWG NAME: NORTON ROW PARCEL 1
DWG: BJM CHK: DEC
DATE: 12/18/2015
SCALE: 1" = 100'

AZTEC CONSULTANTS, INC.

300 East Mineral Ave.
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

NORTON ROW PARCEL 1
NW 1/4 SEC. 23, T6S, R66W, 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 24915-23

NORTON ROW PARCEL 2

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23, WHENCE THE WEST QUARTER CORNER OF SAID SECTION 23 BEARS SOUTH 00°25'11" EAST, A DISTANCE OF 2648.35 FEET WITH ALL BEARINGS HEREON REFERENCED THERETO;

THENCE SOUTH 13°33'05" EAST, A DISTANCE OF 308.11 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 2015012729 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, AND THE **POINT OF BEGINNING**;

THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARY LINES OF SAID PARCEL THE FOLLOWING (2) COURSES:

1. NORTH 89°37'38" EAST, A DISTANCE OF 435.60 FEET;
2. NORTH 00°25'11" WEST, A DISTANCE OF 51.50 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY LINE NORTH 89°37'38" EAST, A DISTANCE OF 141.59 FEET;

THENCE SOUTH 00°22'22" EAST, A DISTANCE OF 76.50 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL;

THENCE ALONG SAID SOUTHERLY BOUNDARY LINE SOUTH 89°37'38" WEST, A DISTANCE OF 577.12 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF PINE DRIVE;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 00°25'11" WEST, A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.499 ACRES, (21,719 SQUARE FEET), MORE OR LESS.

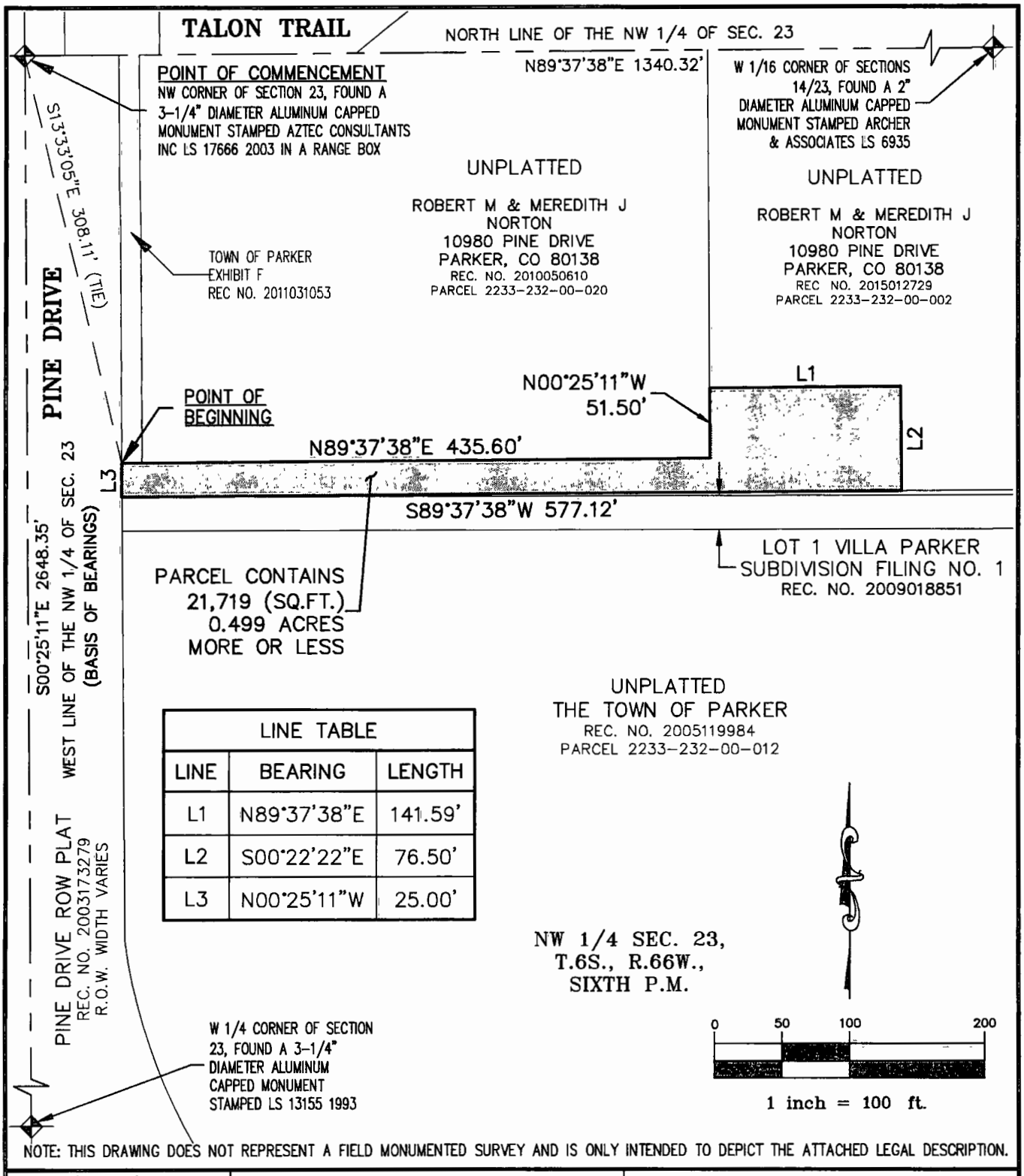
EXHIBIT ATTACHED AND MADE A PART HEREOF.

COLORADO DEAN E. CATES 22561 PROFESSIONAL LAND SURVEYOR

12/29/15

DEAN E. CATES, PLS
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO LEGAL DESCRIPTION



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°37'38"E	141.59'
L2	S00°22'22"E	76.50'
L3	N00°25'11"W	25.00'

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

PATH: V:\24915-23\DWG
DWG NAME: NORTON ROW PARCEL 2
DWG: BJM CHK: DEC
DATE: 12/18/2015
SCALE: 1" = 100'

AZTEC CONSULTANTS, INC.

300 East Mineral Ave, Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

NORTON ROW PARCEL 2
NW 1/4 SEC. 23, T6S, R66W, 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 24915-23

NORTON TEMPORARY CONSTRUCTION EASEMENT 1

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23, WHENCE THE WEST QUARTER CORNER OF SAID SECTION 23 BEARS SOUTH 00°25'11" EAST, A DISTANCE OF 2648.35 FEET WITH ALL BEARINGS HEREON REFERENCED THERETO;

THENCE SOUTH 38°21'34" EAST, A DISTANCE OF 283.57 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89°37'38" EAST, A DISTANCE OF 114.58 FEET;

THENCE NORTH 00°22'22" WEST, A DISTANCE OF 8.50 FEET;

THENCE NORTH 89°37'38" EAST, A DISTANCE OF 40.00 FEET;

THENCE SOUTH 00°22'22" EAST, A DISTANCE OF 8.50 FEET;

THENCE NORTH 89°37'38" EAST, A DISTANCE OF 176.67 FEET TO THE EASTERLY BOUNDARY LINE OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 2010050610 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG SAID EASTERLY BOUNDARY LINE SOUTH 00°25'11" EAST, A DISTANCE OF 25.00 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY LINE SOUTH 89°37'38" WEST, A DISTANCE OF 331.27 FEET;

THENCE NORTH 00°22'22" WEST, A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING**.

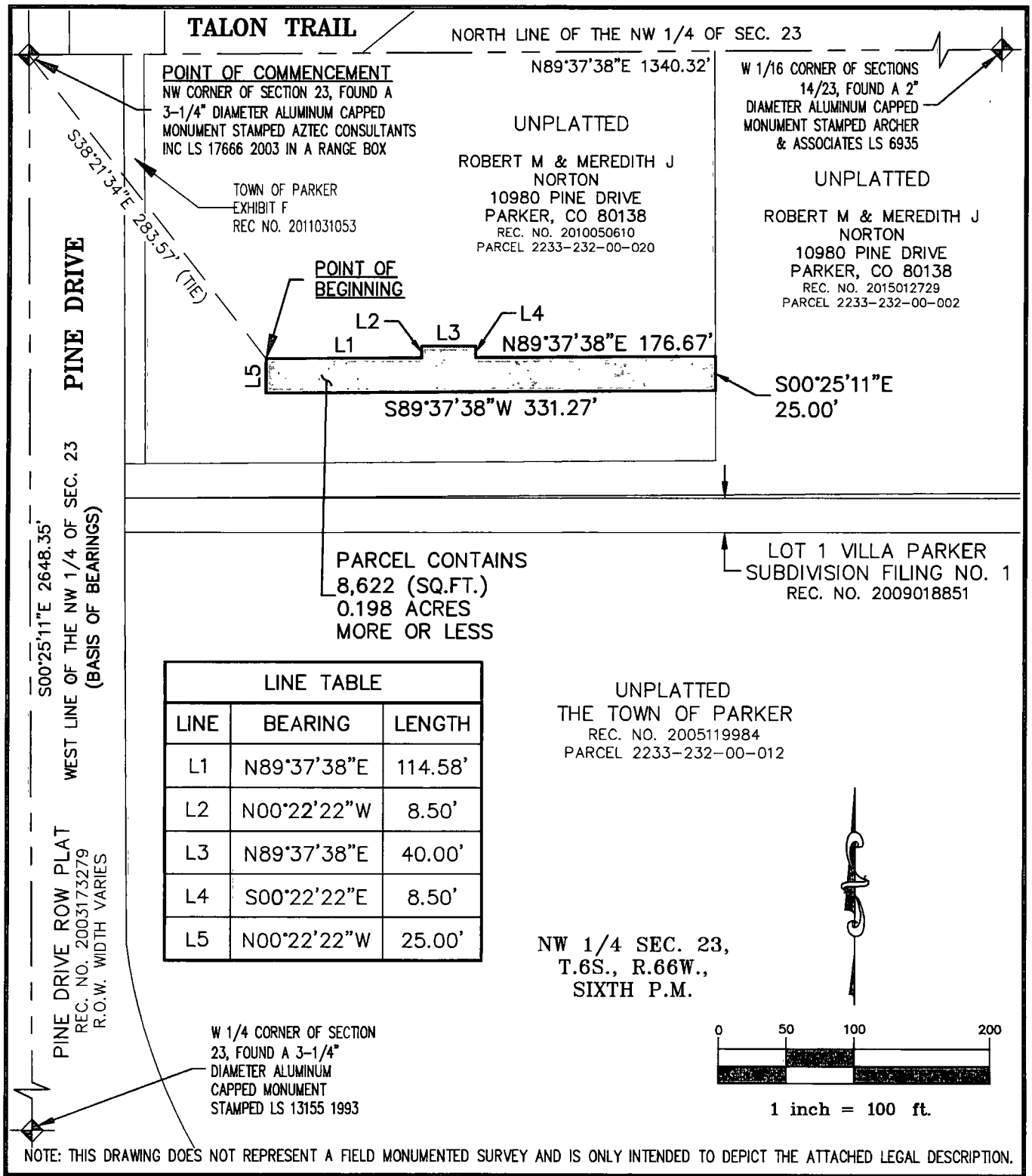
CONTAINING AN AREA OF 0.198 ACRES, (8,622 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

COLORADO REGISTERED DEAN E. CATES 22561 12/29/15

DEAN E. CATES, PLS
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO LEGAL DESCRIPTION



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°37'38"E	114.58'
L2	N00°22'22"W	8.50'
L3	N89°37'38"E	40.00'
L4	S00°22'22"E	8.50'
L5	N00°22'22"W	25.00'

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

PATH: V:\24915-23\DWG
DWG NAME: NORTON TCE 1
DWG: BJM CHK: DEC
DATE: 12/18/2015
SCALE: 1" = 100'

AZTEC CONSULTANTS, INC.

300 East Mineral Ave, Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

NORTON TEMP CONSTRUCTION EASEMENT 1
NW 1/4 SEC. 23, T6S, R66W, 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 24915-23

NORTON TEMPORARY CONSTRUCTION EASEMENT 2

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23, WHENCE THE WEST QUARTER CORNER OF SAID SECTION 23 BEARS SOUTH 00°25'11" EAST, A DISTANCE OF 2648.35 FEET WITH ALL BEARINGS HEREON REFERENCED THERETO;

THENCE SOUTH 66°31'25" EAST, A DISTANCE OF 553.00 FEET TO THE WESTERLY BOUNDARY LINE OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 2015012729 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID WESTERLY BOUNDARY LINE NORTH 44°05'16" EAST, A DISTANCE OF 64.89 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 67.35 FEET;

THENCE SOUTH 44°05'16" EAST, A DISTANCE OF 65.56 FEET;

THENCE SOUTH 00°22'22" EAST, A DISTANCE OF 50.43 FEET;

THENCE SOUTH 59°24'41" EAST, A DISTANCE OF 66.68 FEET;

THENCE SOUTH 01°17'01" EAST, A DISTANCE OF 15.16 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL RECORDED AT RECEPTION NO. 2015012729;

THENCE ALONG SAID SOUTHERLY BOUNDARY LINE SOUTH 89°37'38" WEST, A DISTANCE OF 73.92 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE NORTH 00°22'22" WEST, A DISTANCE OF 93.27 FEET;

THENCE NORTH 44°05'16" WEST, A DISTANCE OF 51.96 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 53.37 FEET;

THENCE SOUTH 44°05'16" WEST, A DISTANCE OF 64.69 FEET;

THENCE SOUTH 89°37'38" WEST, A DISTANCE OF 7.01 FEET TO SAID WESTERLY BOUNDARY LINE;

THENCE ALONG SAID WESTERLY BOUNDARY LINE NORTH 00°25'11" WEST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**.

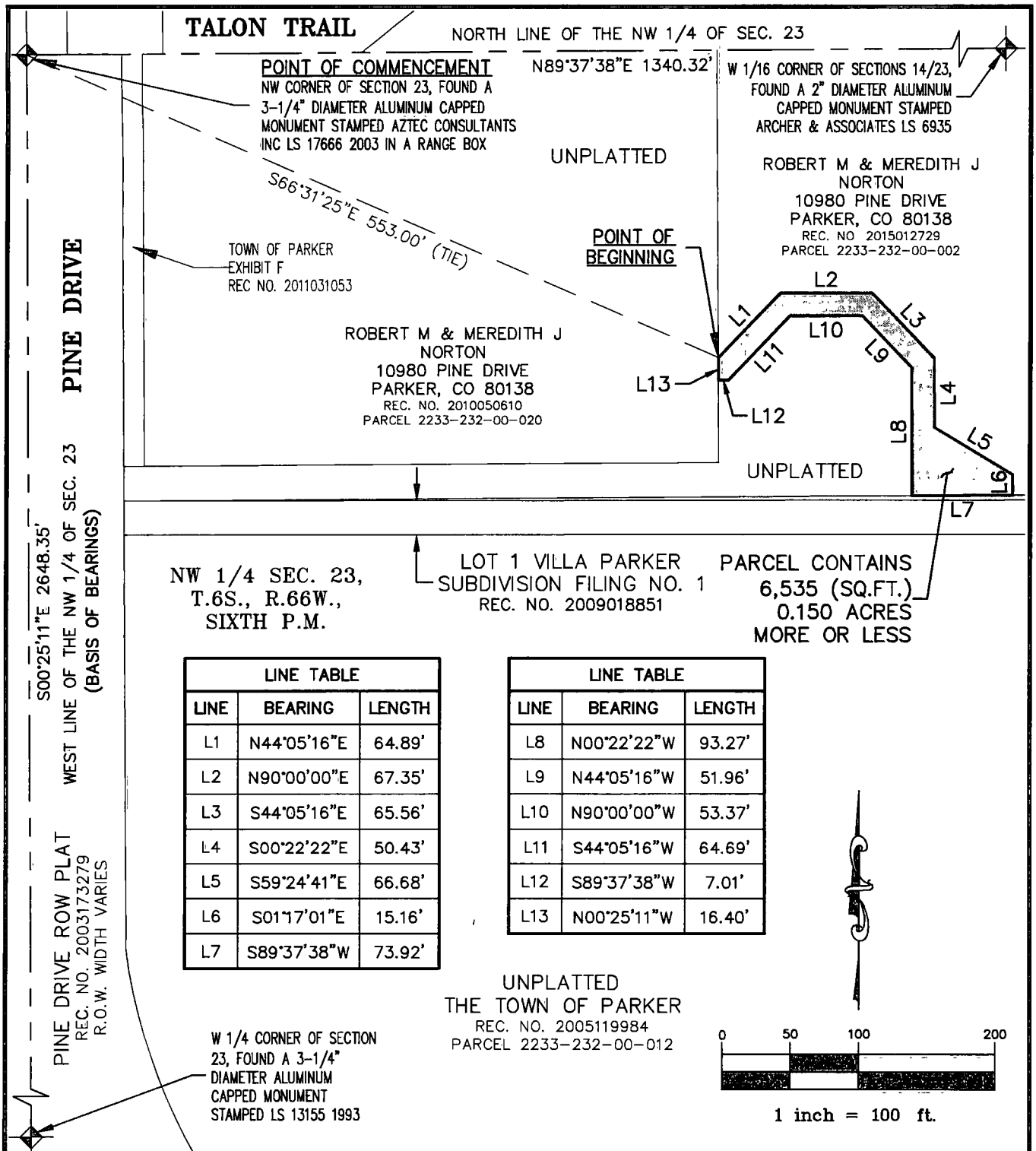
CONTAINING AN AREA OF 0.150 ACRES, (6,535 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR DEAN E. CATES 22561 12/29/15

DEAN E. CATES, PLS
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO LEGAL DESCRIPTION



LINE TABLE		
LINE	BEARING	LENGTH
L1	N44°05'16"E	64.89'
L2	N90°00'00"E	67.35'
L3	S44°05'16"E	65.56'
L4	S00°22'22"E	50.43'
L5	S59°24'41"E	66.68'
L6	S01°17'01"E	15.16'
L7	S89°37'38"W	73.92'

LINE TABLE		
LINE	BEARING	LENGTH
L8	N00°22'22"W	93.27'
L9	N44°05'16"W	51.96'
L10	N90°00'00"W	53.37'
L11	S44°05'16"W	64.69'
L12	S89°37'38"W	7.01'
L13	N00°25'11"W	16.40'

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

PATH: V:\24915-23\DWG
DWG NAME: NORTON TCE 2
DWG: BJM CHK: DEC
DATE: 12/18/2015
SCALE: 1" = 100'

AZTEC CONSULTANTS, INC.

300 East Mineral Ave, Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

NORTON TEMP CONSTRUCTION EASEMENT 2
NW 1/4 SEC. 23, T6S, R66W, 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 24915-23

FELSBURG HOLT & ULLEVIG

Summerset Lane Extension Concept Design

Preliminary Design Plan

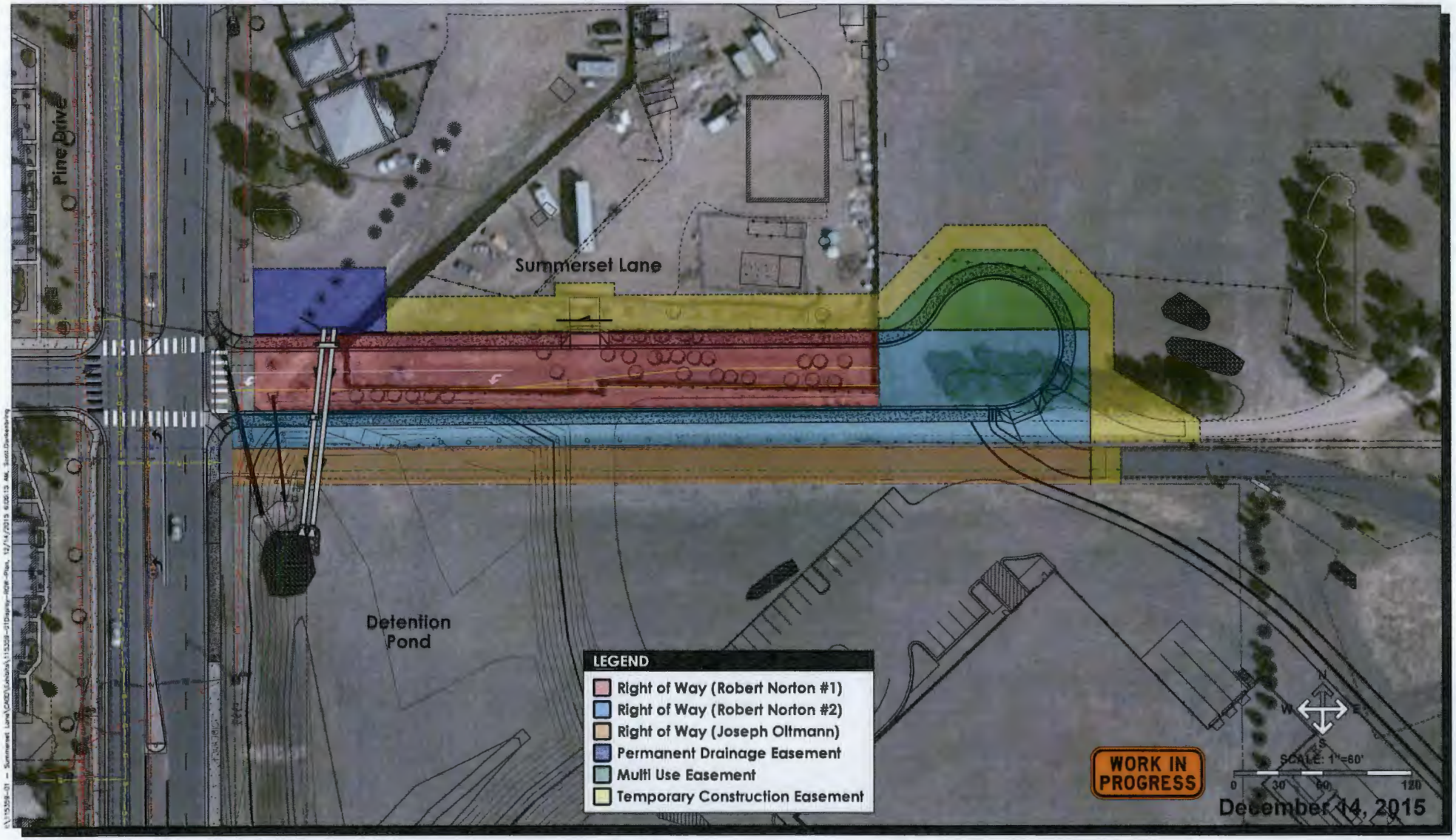


EXHIBIT B

ELEMENTS OF ACCEPTABLE TERMS AND
CONDITIONS OF ANNEXATION AND ZONING

Zoning/Land Use:

Town shall at its expense prepare a rezoning application for a PUD or an existing zoning district or modification of an existing district, for the Property consisting of, at a minimum, the following:

a. A zoning designation that conforms with the Parker 2035 Master Plan and allows, as a use by right, a variety of commercial/retail uses, including, but not limited to, a gas/convenience store and associated car wash along the Pine Drive frontage, as described in Exhibit 1, which is attached hereto and incorporated by this reference.
b. A zoning designation that-conforms with the Parker 2035 Master Plan and allows, as a use by right residential uses, including, but not limited to, multi-family residential, as described in Exhibit 1, which includes a buffer between the Property and the single-family development located to the east of the Property.
c. Town agrees that the storm water generated by the development of the Property need not be detained on site but can flow through a culvert to be constructed by the Town as part of the Summerset Lane improvements into an existing detention pond to the south of the Property. The Property Owner will not be responsible for any reimbursement to the Town for costs associated with the detention pond.
d. The Property will have two access points onto Summerset Lane once constructed at locations to be determined through the ~~zoning~~ site plan process for the Property. There will be an emergency access to Pine Drive, if no other reasonable secondary access is available to the Property.
e. Town agrees to prepare at its cost a minor subdivision application for the Property into not more than 4 lots.
f. The zoning will acknowledge the right of the Owner to continue to use the Property in an "as-is" condition until development for the Property commences, meaning a building permit is issued for a permitted use.

Annexation:

1. With regard to the annexation, Town shall:

a. Prepare an annexation map at its cost for Owner's review and approval.

b. Agree to a clause in the annexation petition allowing for the Owner to withdraw the property from annexation at any time before the effective date of the annexation.
c. Enter into a mutually acceptable annexation agreement with Owner that addresses:
    (1) Acceptable zoning of the Property (inclusive of the items listed above)
    (2) An agreement of the Town to defer financial reimbursement (to be set at 25% of total costs) to the Town for the improvement of Summerset Lane, (including but not limited to road design, construction, signage, storm drainage) and Pine Drive improvements until building permits are issued for development on the Property.
    (3) The right of the Owner to terminate the annexation and zoning of the Property by the Owner at any time up to the effective date of the zoning and annexation ordinances.
    (4) Other generally mutually acceptable terms of annexation agreements.

2. With regard to the annexation, the Property Owner agrees to consider a gas/convenience store as that is part of a coordinated development of the commercial/retail portion of the Property and the future development of the Town-owned property located immediately to the south of the Property.

Norton Property Possession and Use Agreement
Exhibit 1 - Area to be Annexed and Zoned
Pine Dr
Summerset Ln
Future Commercial Zoning
Talon Trail (Private)
Pikeview Ln
Proposed Summerset Lane Extension
Future Residential Zoning
N
W
E
S
0
150
300
Feet
Prepared: July 14, 2016
Norton Development
Current Town Boundary

PARKER
COLORADO

ITEM NO: 6E
DATE: 09/19/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: **ORDINANCE NO. 1.486 – First Reading – A Bill for an Ordinance Conveying Certain Real Property by Quitclaim Sale Deed to Pine Bluffs Investors, LLC**

☐	PUBLIC HEARING	☒	ORDINANCE FOR 1ST READING	(09/19/2016)
☐	CONTRACT	☐	ORDINANCE FOR 2ND READING	(10/03/2016)
☐	MOTION	☐	RESOLUTION	

Tom Williams, Director of Engineering | **G. Randolph Young, Town Administrator**

ISSUE:
Conveyance of the Town's interest in a portion of Rampart Station Drive/Tallman Drive future right of way between Parker Road (State Highway 83) and Pine Drive.

PRIOR ACTION:
None

FUNDING/BUDGET IMPACT:
None

BACKGROUND:
In mid-2016, representatives from a potential purchaser of the Pine Bluffs development between Pine Drive and Parker Road reached out to Town staff on a title commitment issue. In the 1990's, the Rampart Station (Preston Hill) subdivision was platted which created a future right-of-way from Pine Drive to Parker Road (State Highway 83). This potential right-of-way was created but never transferred to the Town of Parker. The intent of the plat was to set aside this right-of-way parcel but it was to be dedicated at a future date when development occurred between Pine Drive and Parker Road. At the time of the plat, this future right-of-way was called Rampart Station Drive but the name was later changed east of Pine Drive to Tallman Drive. Later in the 1990's, the Qwest/Century Link facility was plated and constructed at the south west corner of Pine Drive and Tallman Drive. This plat dedicated an approximate 150-feet long portion of the Tallman Drive right-of-way west of the Pine Drive intersection to provide public access to the Qwest/Century Link site. The remaining future right-of-way parcel between Pine Drive and Parker Road (approximately 675-feet in length) is shown as being owned by Pine Bluffs Investors LLC per the Douglas County Assessor.

Per the title company, the ownership of the future right-of-way parcel between Parker Road and Pine Drive is in question. While the plat did not convey the property to the Town of Parker,

there is intent to in the future. The purchaser of the property is planning a different development that there would not be a public right-of-way needed for. Therefore Town staff would like to proceed with vacation of our potential interest in this parcel via a quitclaim deed. An ordinance is required to approve the quitclaim deed.

RECOMMENDATION:
Approve the ordinance.

PREPARED/REVIEWED BY:
1) Chris Hudson, CIP & Construction Manager
2) Tom Williams, Director of Engineering

ATTACHMENTS:
1) Vicinity Map (1 page)
2) Ordinance (2 pages)
3) Quit Claim Deed (6 pages)

RECOMMENDED MOTION:
"I move to approve Ordinance No. 1.486 on first reading and schedule second reading for October 3, 2016, as a part of the consent agenda."

Attachment 1

ORDINANCE NO. 1.486, Series of 2016

TITLE: A BILL FOR AN ORDINANCE CONVEYING CERTAIN REAL PROPERTY BY QUITCLAIM SALE DEED TO PINE BLUFFS INVESTORS, LLC

WHEREAS, the Town Council of the Town of Parker desires to convey certain real property to Pine Bluff Investors, LLC; and

WHEREAS, the Town Council of the Town of Parker desires to authorize the Mayor to execute the subject Quit Claim Deed.

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

Section 1. The Town Council of the Town of Parker hereby approves the Quitclaim Sale Deed by the Town of Parker conveying certain property to Pine Bluff Investors, LLC, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Quit Claim Deed on behalf of the Town.

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

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

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

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

QUITCLAIM SALE DEED

(Statutory Form, C.R.S. § 38-30-116)

KNOW ALL BY THESE PRESENTS, That the Town of Parker, a municipal corporation of the State of Colorado, whose address is 20120 E Mainstreet, Parker, Colorado 80138,

for good and valuable consideration, in hand paid, hereby sell(s) and quitclaim(s) to PINE BLUFFS INVESTORS, LLC, a Colorado limited liability company, whose address is c/o Koelbel and Company, 5291 E. Yale Avenue, Denver, Colorado 80222, all the right, title, interest, claim and demand which the Grantor may have, if any, in a portion of the parcel of land depicted as Rampart Station Drive on the Plat of Rampart Station Filing No. 1 recorded December 23, 1985 under Reception Number 371059 in the Town of Parker, County of Douglas, State of Colorado and further described on Exhibit A and depicted on Exhibit A-1 attached hereto and incorporated herewith.

This Deed is made without any warranty whatsoever.

IN WITNESS WHEREOF, the Grantor has executed this deed as of this _____ day of _____ _____, 2016.

ATTEST:

TOWN OF PARKER, a Colorado municipal corporation

By:_____
Carol Baumgartner, Town Clerk

By _____
Mike Waid, Mayor

STATE OF COLORADO)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Mike Waid as Mayor and Carol Baumgartner as Town Clerk of the Town of Parker, a Colorado municipal corporation.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

Z:\P\Parker, CO - Town of\Rampart Station\Docs\Quitclaim Deed Rampart 03.doc

EXHIBIT 1 - SHEET 1 OF 6

Exhibit A

A PARCEL OF LAND DEPICTED AS RAMPART STATION DRIVE ON THE PLAT OF RAMPART STATION FILING NO. 1 RECORDED DECEMBER 23, 1985 UNDER RECEPTION NUMBER 371059, LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND IN THE NORTHEAST QUARTER SECTION 27, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT C-1 AS RECORDED PARKER SQUARE-TRACT C-1 UNDER RECEPTION NO. 269750 IN THE DOUGLAS COUNTY RECORDS;

THENCE NORTH 89 DEGREES 45 MINUTES 18 SECONDS EAST, ALONG THE SOUTH LINE OF SAID TRACT C-1, A DISTANCE OF 180.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT C-1;

THENCE NORTH 00 DEGREES 14 MINUTES 42 SECONDS WEST ALONG THE EAST LINE OF SAID TRACT C-1, A DISTANCE OF 150.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SOLAR CIRCLE AS RECORDED ON SAID TRACT C-1;

THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF SOLAR CIRCLE AS RECORDED PARKER SQUARE-TRACT 10 UNDER RECEPTION NO. 316726 THE FOLLOWING TWO (2) COURSES:

1. NORTH 89 DEGREES 45 MINUTES 18 SECONDS EAST A DISTANCE OF 7.59 FEET TO A POINT OF CURVE;
2. ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1002.51 FEET, A DELTA ANGLE OF 05 DEGREES 43 MINUTES 29 SECONDS, AN ARC LENGTH OF 100.17 FEET (CHORD BEARS SOUTH 87 DEGREES 22 MINUTES 58 SECONDS EAST, 100.12 FEET) TO THE SOUTHERLY RIGHT OF WAY LINE OF PINE DRIVE AS RECORDED RAMPART STATION FILING NO. 1 RECORDED UNDER RECEPTION NO. 371059 AND A POINT OF REVERSE CURVE;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES:

1. ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1002.51 FEET, A DELTA ANGLE OF 05 DEGREES 43 MINUTES 29 SECONDS, AN ARC LENGTH OF 100.17 FEET (CHORD BEARS SOUTH 87 DEGREES 22 MINUTES 58 SECONDS EAST, 100.12 FEET) TO A POINT;
2. NORTH 89 DEGREES 45 MINUTES 18 SECONDS EAST A DISTANCE OF 30.00 FEET TO A POINT OF CURVE;
3. ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 276.45 FEET, A DELTA ANGLE 07 DEGREES 06 MINUTES 11 SECONDS, AN ARC LENGTH OF 34.27 FEET (CHORD BEARS NORTH 86 DEGREES 12 MINUTES 12 SECONDS EAST, 34.25 FEET) TO A NON-TANGENT POINT OF CURVE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 235.00 FEET, A DELTA ANGLE OF 37 DEGREES 40 MINUTES 03 SECONDS, AN ARC LENGTH OF 154.49 FEET (CHORD BEARS SOUTH 24 DEGREES 14 MINUTES 14 SECONDS WEST, 151.73 FEET) TO A POINT;

THENCE SOUTH 05 DEGREES 24 MINUTES 13 SECONDS WEST A DISTANCE OF 111.57 FEET TO A POINT OF CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 255.00 FEET, A DELTA ANGLE OF 62 DEGREES 57 MINUTES 20 SECONDS, AN ARC LENGTH OF 280.19 FEET (CHORD BEARS SOUTH 26 DEGREES 04 MINUTES 27 SECONDS EAST, 266.31 FEET) TO A POINT 35.00 FEET EASTERLY OF THE WEST LINE OF PINE DRIVE AS RECORDED SAID RAMPART STATION FILING NO. 1;

THENCE PARALLEL WITH AND 35.00 FEET EASTERLY OF SAID WEST LINE OF PINE DRIVE THE FOLLOWING THREE (3) COURSES:

1. SOUTH 57 DEGREES 33 MINUTES 07 SECONDS EAST A DISTANCE OF 61.13 FEET TO A POINT OF CURVE;
2. ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A DELTA ANGLE OF 33 DEGREES 36 MINUTES 17 SECONDS, AN ARC LENGTH OF 117.30 FEET (CHORD BEARS SOUTH 40 DEGREES 44 MINUTES 58 SECONDS EAST, 115.63 FEET) TO A POINT;
3. SOUTH 23 DEGREES 56 MINUTES 50 SECONDS EAST A DISTANCE OF 148.76 FEET TO A POINT;

THENCE SOUTH 66 DEGREES 02 MINUTES 19 SECONDS WEST A DISTANCE OF 5.00 FEET TO A POINT 30.00 FEET EASTERLY OF SAID WEST LINE OF PINE DRIVE AND A NON-TANGENT POINT OF CURVE;
THENCE PARALLEL WITH AND 30.00 FEET EASTERLY OF SAID WEST LINE OF PINE DRIVE THE FOLLOWING FOUR (4) COURSES:
1. ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A DELTA ANGLE 23 DEGREES 42 MINUTES 08 SECONDS, AN ARC LENGTH OF 82.74 FEET (CHORD BEARS SOUTH 12 DEGREES 05 MINUTES 46 SECONDS EAST, 82.15 FEET) TO A POINT;
2. SOUTH 00 DEGREES 14 MINUTES 42 SECONDS EAST A DISTANCE OF 358.24 FEET TO A POINT OF CURVE;
3. ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A DELTA ANGLE 20 DEGREES 05 MINUTES 40 SECONDS, AN ARC LENGTH OF 70.14 FEET (CHORD BEARS SOUTH 09 DEGREES 48 MINUTES 08 SECONDS WEST, 69.78 FEET) TO A POINT.
4. SOUTH 19 DEGREES 50 MINUTES 58 SECONDS WEST A DISTANCE OF 267.38 FEET TO A POINT ON THE NORTH LINE EXTENDED AS RECORDED LOT 1, BLOCK 1, RAMPART STATION FILING NO. 1, AMENDMENT NO. 1 UNDER RECEPTION NO. 9617849;
THENCE SOUTH 87 DEGREES 10 MINUTES 28 SECONDS WEST, ALONG SAID NORTH LINE EXTENDED AND THE NORTH LINE OF SAID LOT 1, BLOCK 1, A DISTANCE OF 209.20 FEET;
THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 73 DEGREES 02 MINUTES 58 SECONDS WEST, A DISTANCE OF 377.35 FEET TO THE EAST RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 83 (PARKER ROAD) AS DESCRIBED IN RULE AND ORDER RECORDED MARCH 3, 1993 IN BOOK 1113 AT PAGE 497;
THENCE ALONG THE EAST RIGHT OF WAY LINE OF SAID COLORADO STATE HIGHWAY NO. 83 THE FOLLOWING NINE (9) COURSES:
1. NORTH 10 DEGREES 21 MINUTES 50 SECONDS WEST A DISTANCE OF 3.53 FEET TO A POINT;
2. SOUTH 79 DEGREES 38 MINUTES 10 SECONDS WEST A DISTANCE OF 25.30 FEET TO A POINT;
3. NORTH 05 DEGREES 21 MINUTES 50 SECONDS WEST A DISTANCE OF 60.00 FEET TO A POINT;
4. NORTH 10 DEGREES 40 MINUTES 40 SECONDS EAST A DISTANCE OF 67.60 FEET TO A POINT;
5. NORTH 07 DEGREES 39 MINUTES 35 SECONDS WEST A DISTANCE OF 712.50 FEET TO A POINT;
6. NORTH 11 DEGREES 45 MINUTES 20 SECONDS WEST A DISTANCE OF 450.10 FEET TO A POINT;
7. NORTH 12 DEGREES 55 MINUTES 35 SECONDS WEST A DISTANCE OF 446.10 FEET TO A POINT;
8. NORTH 27 DEGREES 19 MINUTES 35 SECONDS WEST A DISTANCE OF 104.87 FEET TO A POINT;
9. NORTH 05 DEGREES 43 MINUTES 37 SECONDS WEST A DISTANCE OF 44.55 FEET TO THE SOUTHWEST CORNER OF SAID PARKER SQUARE-TRACT 11;
THENCE NORTH 82 DEGREES 41 MINUTES 39 SECONDS EAST ALONG THE SOUTH LINE OF SAID TRACT 11 A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 11 AND THE SOUTHWEST CORNER OF RECORDED PARKER SQUARE-TRACT 5 RECORDED UNDER RECEPTION NO. 245882;
THENCE CONTINUING NORTH 82 DEGREES 41 MINUTES 39 SECONDS EAST, ALONG THE SOUTH LINE OF SAID TRACT 5, A DISTANCE OF 250.00 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT 5 AND A POINT ON THE WEST RIGHT OF WAY OF SUN WAY AS RECORDED ON SAID PARKER SQUARE-TRACT C-1;
THENCE ALONG THE SAID WEST RIGHT OF WAY LINE OF SUN WAY THE FOLLOWING FOUR (4) COURSES:
1. SOUTH 07 DEGREES 18 MINUTES 21 SECONDS EAST A DISTANCE OF 20.00 FEET TO A POINT OF CURVE;
2. ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, A DELTA ANGLE OF 40 DEGREES 14 MINUTES 19 SECONDS, AN ARC LENGTH OF 189.62 FEET (CHORD BEARS SOUTH 12 DEGREES 48 MINUTES 48 SECONDS WEST, 185.75 FEET) TO A POINT OF REVERSE CURVE;
3. ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS 344.57 FEET, A DELTA ANGLE OF 19 DEGREES 24 MINUTES 33 SECONDS, AN ARC LENGTH OF 116.72 FEET (CHORD BEARS SOUTH 23 DEGREES 13 MINUTES 41 SECONDS WEST, 116.17 FEET) TO A POINT OF COMPOUND CURVE;
4. ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1005.00 FEET, A DELTA ANGLE OF 05 DEGREES 47 MINUTES 42 SECONDS, AN ARC LENGTH OF 101.65 FEET (CHORD BEARS SOUTH 10 DEGREES 37 MINUTES 34 SECONDS WEST, 101.60 FEET) TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID SUN WAY;

THENCE SOUTH 82 DEGREES 16 MINUTES 22 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF SAID SUN WAY, A DISTANCE OF 40.00 FEET TO SAID SOUTHWEST CORNER OF PARKER SQUARE-TRACT C-1 AND THE POINT OF BEGINNING.

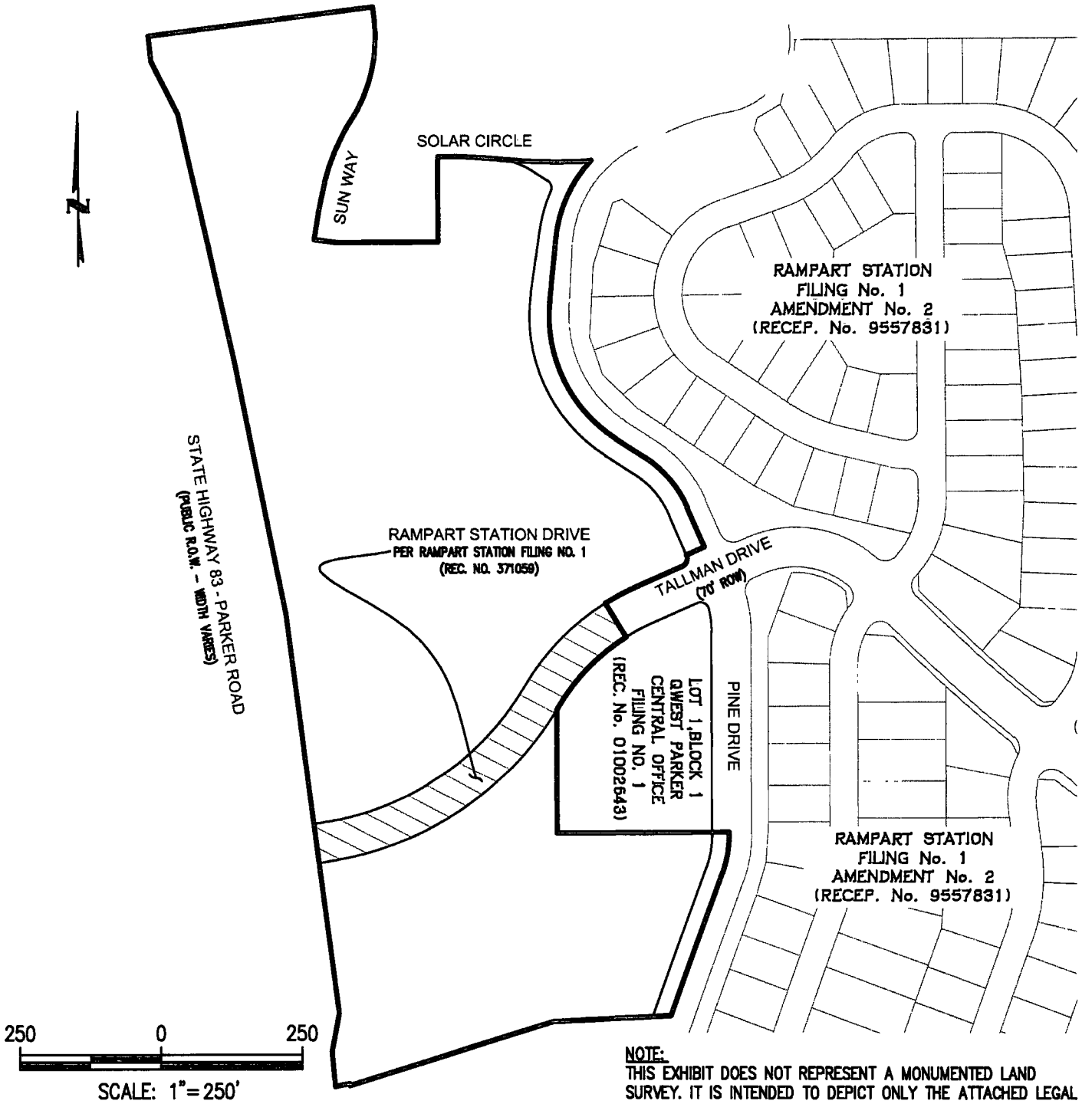
EXCEPTING THEREFROM THAT PARCEL AS DEEDED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY IN BOOK 261 AT PAGE 734 AND EXCEPTING THEREFROM THAT PARCEL DEEDED TO QWEST CORPORATION IN BOOK 1882 AT PAGE 230, COUNTY OF DOUGLAS, STATE OF COLORADO AND EXCEPTING ANY PORTION OF SUBJECT PROPERTY LYING WITHIN PINE DRIVE AS SHOWN ON THE RECORDED PLAT OF RAMPART STATION FILING NO. 1 RECORDED DECEMBER 23, 1985 UNDER RECEPTION NO. 371059 IN PLAT BOOK R AT PAGE 34.

EXHIBIT A-1

[SEE ATTACHED]

EXHIBIT A-1

SITUATED IN THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.



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

FILEPATH: P:\160310\SURVEY\RAMPART-CONSOLDBG LAYOUT: LAYOUT1
NO XREFS
PLOTTED: TUE 08/23/16 8:22:30A BY: TOM GRUBESIC

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

ISSUE DATE. 8-23-2016	PROJECT #: 160310
DATE	REVISION COMMENTS

EXHIBIT A-1

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

CHK'D BY: AWM
DRAWN BY: TWG

SHEET NO
1
1 OF 1

Town of Parker COLORADO

ITEM NO: 6F
DATE: 09/19/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 3.01.107.1 – A Bill for an Ordinance Amending Chapter 13.04 of the Parker Municipal Code Concerning Group Homes and Group Home Residential Facilities and the Definition of Family

- ☐ PUBLIC HEARING
- ☐ CONTRACT
- ☐ MOTION
- ☒ ORDINANCE FOR 1st READING (09/19/2016)
- ☐ ORDINANCE FOR 2nd READING (10/03/2016)
- ☐ RESOLUTION

James S. Maloney, Town Attorney | **G. Randolph Young, Town Administrator**

ISSUE: Some planned development area's of the Town contain different definitions of what constitutes a family, which has resulted different treatment of group homes within the Town. In order to address this issue and create uniformity throughout the Town, the Group Home Ordinance needs to be amended to provide that the Town's definition of "family" applies equally to all planned developments in the Town.

PRIOR ACTION: On May 18, 2015, the Town Council approved the group home ordinance (the "Group Home Ordinance"), which requires Town Council approval, as a conditional use, of all group homes that have between six (6) and eight (8) unrelated persons

FUNDING/BUDGET IMPACT: None

BACKGROUND: On May 18, 2015, the Town Council approved Group Home Ordinance, which requires Town Council approval, as a conditional use, of all group homes that have between six (6) and eight (8) unrelated persons. The Group Home Ordinance does not regulate group homes with five (5) or fewer unrelated persons for the reason that the Town defines "family" as "two (2) or more persons related by blood, marriage, or other legally recognized relationship, **or a group not exceeding five (5) (unrelated) persons (excluding servants) living together as a single housekeeping unit in one (1) structure on one (1) lot** . . .." As a result of the Land Development Ordinance's definition of "family," a group home of five (5) or fewer is treated as a family and is not regulated.

Since the adoption of the Group Home Ordinance, Town staff has discovered examples of planned development in the Town that have development guides that define "family," in part, as a group not exceeding four (4) unrelated persons, instead of five (5) under the Land Development Ordinance definition of "family." As a result of this difference, a group home of five (5) unrelated persons in a planned development area that limits a family to four (4) unrelated persons is regulated by the Town's Group Home Ordinance and must have a conditional use permit to operate, while a group home of five (5) unrelated persons in areas of the Town subject to the definition of "family" contained in the Land Development Ordinance is not regulated by the Town's Group Home Ordinance.

In order to address this issue, avoid a claim of discrimination and create uniformity throughout the Town, the Group Home Ordinance needs to be amended to provide that the Town's definition of "family" applies to all planned development areas in the Town.

RECOMMENDATION: Approve.

PREPARED/REVIEWED BY: John Fussa, Community Development Director; Bryce Matthews, Planning Manager; James S. Maloney, Town Attorney

ATTACHMENT: Ordinance No. 3.01.107.1

RECOMMENDED MOTION: "I move to approve Ordinance No. 3.01.107.1 on first reading and schedule second reading for October 3, 2016, as a part of the consent agenda."

ORDINANCE NO. 3.01.107.1, Series of 2016

TITLE: A BILL FOR AN ORDINANCE AMENDING CHAPTER 13.04 OF THE PARKER MUNICIPAL CODE CONCERNING GROUP HOMES AND GROUP HOME RESIDENTIAL FACILITIES AND THE DEFINITION OF FAMILY

WHEREAS, under C.R.S. § 31-23-303, the Colorado General Assembly has declared that the establishment of state-licensed group homes for persons with intellectual and developmental disabilities, group homes for the aged, and group homes for persons with mental illness are matters of statewide concern and are residential uses for zoning purposes;

WHEREAS, to address this matter, Council enacted the group home overlay district at Section 13.04.290 of the Parker Municipal Code (the "Code"), which took effect in June of 2015 and requires new group homes and new group residential facilities locating in single-family residentially zoned areas of Town to obtain conditional use approval prior to operating; and

WHEREAS, Council desires to clarify the interplay between the group home overlay district's requirements and the Parker Municipal Code's general definition of "family" in order to assist in the proper application of the group home overlay district.

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

Section 1. Section 13.02.010, Definitions, of the Parker Municipal Code is hereby amended to read as follows:

13.02.010 Definitions.

* * *

Family means two (2) or more persons related by blood, marriage, or other legally recognized relationship, or a group not exceeding five (5) **unrelated** persons (excluding ~~servants~~ **paid household staff such as nannies, cleaners and caregivers**) living together as a single housekeeping unit in one (1) structure on one (1) lot, unless otherwise specifically authorized by this Land Development Ordinance**, including, without limitation, Section 13.04.290 of this Title and its regulation of group homes, as may be amended from time to time,** or by the provisions of state or federal law. **This definition of *family* supersedes any definition of *family* in planned development documents, including, without limitation, development guides adopted by ordinance.**

Section 2. Section 13.04.290, Group Home and Group Residential Facility Overlay District, of the Parker Municipal Code shall be amended to read as follows:

13.04.290 Group Home and Group Residential Facility Overlay District.

(a) Intent. By adoption of this Section, the Town Council desires to specify as follows:

(1) Group homes are an authorized use in all zone districts in which single-family residential uses are a use by right, but only as a conditional use utilizing a process for allowing group homes to locate within such residential areas, as described herein.

(2) Group homes are hereafter permitted as conditional uses in all residential zone districts established by this Title or in areas designated as residential use areas by a development guide upon approval of the Town Council following a public notice and hearing as described in this Section and subject to such conditions and safeguards as may be imposed by the Town Council.

(3) Unless otherwise provided by law, nothing in this Section shall be construed as authorizing a conditional use as approved herein to violate provisions of the underlying residential zone district established by this Title, or the provisions of a development guide applicable to single-family residential uses with respect to adopted bulk standards, including, but not limited to, height, setbacks, area, lot coverage or external signage.

(4) This Section shall apply to those group homes that exceed the number of unrelated people living together as a single housekeeping unit pursuant to the definition of *family* as set forth in Section 13.02.010 of this Title, as may be amended from time to time.

(5) Group homes are to be regulated by this Section according to the facility's full number of intended residents without regard to temporary drops in occupancy due to start-up, vacancies, turn-over, or the like, and the number of intended residents shall be determined according to the greater of the facility's number of beds or bedrooms.

Section 3. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

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

Section 5. 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

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

PARKER
COLORADO

ITEM NO: 6G
DATE: 09/19/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: **ORDINANCE NO. 1.487 – First Reading – A Bill for an Ordinance to Vacate a Drainage Easement (Reception No. 2005030720) on Real Property Owned by Horseshoe Ridge, LLC, Pursuant to Section 13.07.120(c)(5) of the Parker Municipal Code**

☐	PUBLIC HEARING	☒	ORDINANCE FOR 1ST READING	(09/19/2016)
☐	CONTRACT	☐	ORDINANCE FOR 2ND READING	(10/03/2016)
☐	MOTION	☐	RESOLUTION	

Tom Williams, Director of Engineering | **G. Randolph Young, Town Administrator**

ISSUE:
Vacation of a drainage easement that is no longer needed at the northwest corner of Hess Road and Motsenbocker Road.

PRIOR ACTION:
None

FUNDING/BUDGET IMPACT:
None

BACKGROUND:
The Town of Parker acquired a drainage easement at the northwest corner of Hess Road and Motsenbocker Road in 2005. This easement was recorded with Douglas County and has a reception number of 2005030720. This easement was needed to allow for the 2005 construction of the first phase of Hess Road between Motsenbocker Road and Jordan Road. This easement was for a stormwater drainage ditch that was constructed adjacent to the west side of Motsenbocker Road.

In 2008, the Horseshoe Ridge development was platted and the subdivision was improved. This plat established a new drainage easement on the west side of Motsenbocker Road. The improvements included the installation of a storm drainage pipe to replace the drainage ditch that was constructed in 2005. Therefore the easement that was acquired in 2005 for the drainage ditch that no longer exists is no longer required. In August of 2016, the property owner of the Horseshoe Ridge development approached Town staff requesting that the 2005 easement be vacated. Since this easement is no longer needed, Town staff would like to proceed with vacation of this easement. An ordinance is required to approve this process.

RECOMMENDATION:
Approve the ordinance.

PREPARED/REVIEWED BY:
1) Chris Hudson, CIP & Construction Manager
2) Tom Williams, Director of Engineering

ATTACHMENTS:
1) Vicinity Map (1 page)
2) Ordinance (2 pages)
3) Drainage Easement Agreement (Exhibit to the Ordinance) Deed (6 pages)

RECOMMENDED MOTION:
"I move to approve Ordinance No. 1.487 on first reading and schedule second reading for October 3, 2016, as a part of the consent agenda."

Horseshoe Ridge Vacation of Drainage Easement
TENNYSON LN
DEWHURST LN
TACK DR
KING CT
HADLEY ST
TRIPLE CROWN DR
MOTSENBOCKER RD
Drainage Easement to be Vacated
Reception No. 2005030720
PARDEE ST
HESS RD
N
W
E
S
0
250
500
Feet

ORDINANCE NO. 1.487, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO VACATE A DRAINAGE EASEMENT (RECEPTION NO. 2005030720) ON REAL PROPERTY OWNED BY HORSESHOE RIDGE, LLC, PURSUANT TO SECTION 13.07.120(c)(5) OF THE PARKER MUNICIPAL CODE

WHEREAS, the Town was granted a drainage easement, pursuant to a Drainage Easement Agreement, dated April 5, 2005, by Horseshoe Ridge, LLC, and recorded at Reception Number 2005030720 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 Drainage Easement is no longer necessary;

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 and deems the Drainage Easement to be null, void and of no further force and effect.

Section 2. The Town Council hereby directs the Town Clerk to record this Ordinance with the Douglas County Clerk and Recorder upon the effective date of this Ordinance.

Section 3. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

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

Section 5. 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

OFFICIAL RECORDS
DOUGLAS COUNTY CO
CAROLE R. MURRAY
CLERK & RECORDER
RECORDING FEE: $31.00
6 PGS
2005030720
04/08/2005 10:45 AM

DRAINAGE EASEMENT AGREEMENT

2005030720 6 PGS

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is dated this 5th day of April, 2005, by Horseshoe Ridge, LLC, a Colorado limited liability company ("Grantor"), having an address at 650 S. Cherry Street, Suite 435, Denver, Colorado 80246, and the Town of Parker, Colorado ("Grantee") having an address of 20120 East Mainstreet, Parker, Colorado 80138.

WHEREAS, Grantee desires to acquire an easement for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities on and through the property more particularly described and depicted in **Exhibit A** ("Easement Property"), attached hereto and incorporated herein by this reference; and

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 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 providing ingress, egress and access for a drainage pipe and appurtenant drainage facilities. Grantee shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the construction, reconstruction, operation and maintenance of a drainage pipe and appurtenant drainage facilities, consistent with the easement provided herein. 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.

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

facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the drainage facilities in the manner described herein.

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

c. Grantor and Grantee agree that this Easement shall be released by Grantee upon: (i) the construction of an approved development on the Easement Property which provides the necessary drainage for Hess Road that is created by this Easement; or (ii) the recordation of a plat which includes the Easement Property and dedicates a drainage easement providing the necessary drainage for Hess Road. Any such termination shall be evidenced by a duly and properly executed and acknowledged declaration recorded in the real property records of Douglas County, Colorado.

4. Grantor Defined. The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees and assigns of the owners of the land through which the easement runs, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with 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 and Grantee hereby acknowledge and agree that exclusive use of the easements created by this Easement Agreement is not hereby granted. Granter hereby retains all rights to the Easement Property not granted hereby. Except as limited hereby, all present and future owners of the Easement Property hereby expressly reserve the right to use the Easement Property for any purpose not inconsistent with the easements created 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: HORSESHOE RIDGE, LLC,
a Colorado limited liability company

By: _____
Marcus Palkowitsh, Manager

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 5th day of April, 2005, by Marcus Palkowitsh, as Manager of Horseshoe Ridge, LLC, a Colorado limited liability company.

My commission expires: 12-09-08

(S E A L)

JOSEPH KRISTUFEK
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 12/09/2008

Notary Public

GRANTEE:

TOWN OF PARKER

David Casiano, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

Unofficial Copy

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF DOUGLAS, STATE OF COLORADO AND BEING ENTIRELY IN THAT PORTION OF LAND DESCRIBED IN BOOK 1822, PAGE 563 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28, WHENCE THE SOUTH QUARTER CORNER OF SAID SECTION 28 BEARS SOUTH 89°15'28" WEST, AND ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE NORTH 41°39'54" WEST 119.12 FEET TO THE EASTERLY BOUNDARY OF SAID PARCEL OF LAND AND THE **POINT OF BEGINNING**;

THENCE, ALONG SAID EASTERLY BOUNDARY, NORTH 03°52'47" WEST 256.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 534.18 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 84°40'02" WEST;
THENCE, DEPARTING SAID EASTERLY BOUNDARY, NORTHWESTERLY ALONG SAID CURVE 333.42 FEET THROUGH A CENTRAL ANGLE OF 35°45'47" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 486.51 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE 131.22 FEET THROUGH A CENTRAL ANGLE OF 15°27'13";
THENCE TANGENT TO SAID CURVE, NORTH 56°32'57" WEST 187.83 FEET;
THENCE SOUTH 81°33'48" WEST 25.52 FEET;
THENCE SOUTH 33°19'47" WEST 184.44 FEET;
THENCE SOUTH 56°40'13" EAST 285.43 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 150.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE 94.06 FEET THROUGH A CENTRAL ANGLE OF 35°55'36";
THENCE TANGENT TO SAID CURVE, SOUTH 20°44'37" EAST 421.46 FEET TO A LINE PARALLEL WITH AND DISTANT 57.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 28;
THENCE, ALONG SAID PARALLEL LINE, NORTH 89°15'32" EAST 52.10 FEET;
THENCE NORTH 42°41'46" EAST 45.30 FEET TO THE **POINT OF BEGINNING**.

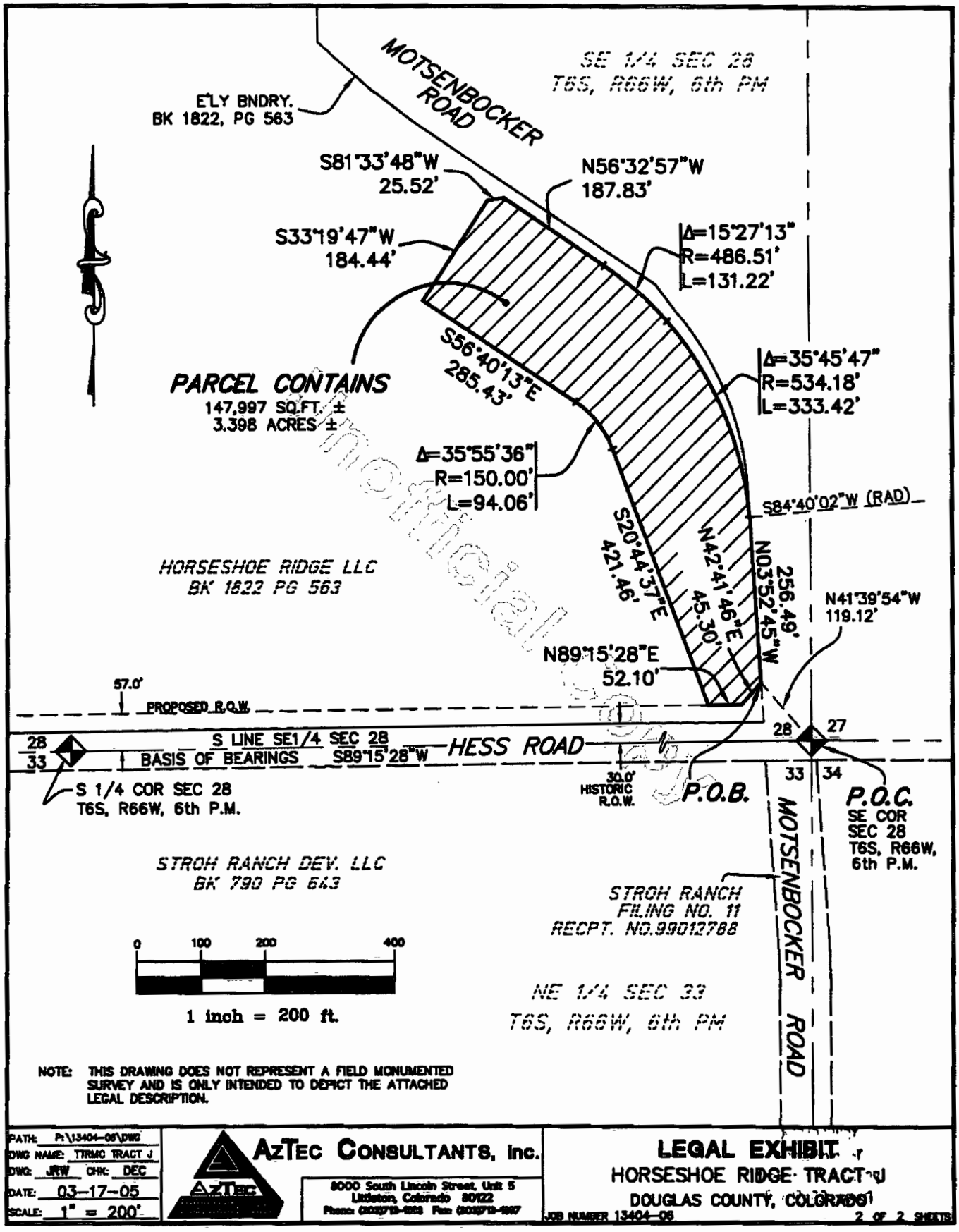
CONTAINING 3.398 ACRES (147,997 SQ. FT.), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

COLORADO REGISTERED
JOHN R. WEST JR.
25645
3-17-05
PROFESSIONAL LAND SURVEYOR

JOHN R. WEST JR.
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR P.L.S. 25645
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

Exhibit A - Sheet 1



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

PATH: P:\13404-06\DWG
DWG NAME: TRMC TRACT J
DWG: JRW CHK: DEC
DATE: 03-17-05
SCALE: 1" = 200'

AZTEC CONSULTANTS, Inc.
8000 South Lincoln Street, Unit 5
Littleton, Colorado 80122
Phone: (303)713-1898 Fax: (303)713-1897

LEGAL EXHIBIT
HORSESHOE RIDGE TRACT J
DOUGLAS COUNTY, COLORADO

JOB NUMBER 13404-06 2 OF 2 SHEETS

EXHIBIT A - Sheet 2

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

PARKER
COLORADO

ITEM NO: 6H
DATE: 09/19/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: **ORDINANCE NO. 1.488 – First Reading – A Bill for an Ordinance to Vacate a Slope Easement (Reception No. 2005030721) on Real Property Owned by Horseshoe Ridge, LLC, Pursuant to Section 13.07.120(c)(5) of the Parker Municipal Code**

☐	PUBLIC HEARING	☒	ORDINANCE FOR 1ST READING	(09/19/2016)
☐	CONTRACT	☐	ORDINANCE FOR 2ND READING	(10/03/2016)
☐	MOTION	☐	RESOLUTION	

Tom Williams, Director of Engineering | **G. Randolph Young, Town Administrator**

ISSUE:
Vacation of a slope easement that is no longer needed adjacent to the north side of Hess Road east of the Pardee Street intersection.

PRIOR ACTION:
None

FUNDING/BUDGET IMPACT:
None

BACKGROUND:
The Town of Parker acquired a slope easement at the northeast corner of Hess Road and the then proposed Pardee Street intersection in 2005. This slope easement located adjacent to the north side of Hess Road was recorded with Douglas County and has a reception number of 2005030721. This easement was needed to allow for the 2005 construction of the first phase of Hess Road between Motsenbocker Road and Jordan Road. This easement was due to existing topography on the Horseshoe Ridge development site.

In 2008, the Horseshoe Ridge development was platted and the subdivision was improved. The site improvements included over-lot grading that resulted in the slope being eliminated that was constructed with the roadway improvements in 2005. Therefore the slope easement that was acquired in 2005 is no longer required. In August of 2016, the property owner of the Horseshoe Ridge development approached Town staff requesting that this 2005 easement be vacated. Since this easement is no longer needed, Town staff would like to proceed with vacation of this easement. An ordinance is required to approve this process.

RECOMMENDATION:
Approve the ordinance.

PREPARED/REVIEWED BY:
1) Chris Hudson, CIP & Construction Manager
2) Tom Williams, Director of Engineering

ATTACHMENTS:
1) Vicinity Map (1 page)
2) Ordinance (2 pages)
3) Slope Easement Agreement (Exhibit to the Ordinance) Deed (4 pages)

RECOMMENDED MOTION:
"I move to approve Ordinance No. 1.488 on first reading and schedule second reading for October 3, 2016, as a part of the consent agenda."

Horseshoe Ridge Vacation
of Slope Easement
TENNYSON LN
DEWHURST LN
TACK DR
KING CT
HADLEY ST
MOTSENBOCKER RD
TRIPLE CROWN DR
PARDEE ST
Slope Easement to be Vacated
Reception No. 2005030721
HESS RD
N
W
E
S
0
250
500
Feet

ORDINANCE NO. 1.488, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO VACATE A SLOPE EASEMENT (RECEPTION NO. 2005030721) ON REAL PROPERTY OWNED BY HORSESHOE RIDGE, LLC, 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 April 5, 2005, by Horseshoe Ridge, LLC, and recorded at Reception Number 2005030721 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 Slope Easement is no longer necessary;

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 and deems the Slope Easement to be null, void and of no further force and effect.

Section 2. The Town Council hereby directs the Town Clerk to record this Ordinance with the Douglas County Clerk and Recorder upon the effective date of this Ordinance.

Section 3. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

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

Section 5. 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

OFFICIAL RECORDS
DOUGLAS COUNTY CO
CAROLE R. MURRAY
CLERK & RECORDER
RECORDING FEE: $21.00
4 PGS

2005030721
04/08/2005 10:45 AM

2005030721 4 PGS

SLOPE EASEMENT

THIS SLOPE EASEMENT, made this 5th day of April, 2005, between **HORSESHOE RIDGE, LLC**, a Colorado limited liability company, **GRANTOR**, whose legal address is 650 S. Cherry Street, Suite 435, Denver, Colorado 80246, and **TOWN OF PARKER**, a Colorado Home Rule Municipality, **GRANTEE**, whose legal address is 20120 E. Mainstreet, Parker, Colorado 80138.

THE GRANTOR, for and in consideration of good and valuable consideration, 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 (the "Slope Easement Parcel") located in the County of Douglas, State of Colorado, and described as follows:

(See attached Exhibit "A")

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 the Slope Easement Parcel 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 its successors, assigns and subsequent Grantees, will not use or improve the Slope Easement Parcel or grant any easements upon, over, across or under the Slope Easement Parcel which adversely interferes with the existing sight distance and line of sight, lateral support and proper drainage grade necessary for the roadway and its attendant facilities. Except as limited hereby, all present and future owners of the Slope Easement Parcel hereby expressly reserve the right to use the Slope Easement Parcel for any purpose not inconsistent with the easements created and conveyed hereby, as the exclusive use of the easements created and reserved by this Slope Easement is not hereby granted or reserved.

Grantor for itself, and its 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, it 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 the property is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever.

Grantor and Grantee agree that this Slope Easement shall be released by Grantee upon: (i) the construction of an approved development on the Slope Easement Parcel which provides the necessary subjacent support and protection of Hess Road that is created by this Slope Easement; or (ii) the recordation of a plat which includes the Slope Easement Parcel and dedicates a slope easement providing the necessary subjacent support and protection of Hess Road. Any such termination shall be evidenced by a duly and properly executed and acknowledged declaration recorded in the real property records of Douglas County, Colorado.

The Grantor shall and will warrant and forever defend the above bargained easement in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof from Grantor.

IN WITNESS WHEREOF, the Grantor has caused its name to be subscribed hereto, the day and year first written above.

Unofficial Copy

GRANTOR: HORSESHOE RIDGE, LLC,
a Colorado limited liability company

BY: _____
Marcus Palkowitsh, Manager

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 5th day of April, 2005, by Marcus Palkowitsh, as Manager of Grantor, Horseshoe Ridge, LLC, a Colorado limited liability company.

My commission expires: _____

JOSEPH KRISTUFEK
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 12/09/2008

WITNESS my hand and official seal.

_____
Notary Public

LEGAL DESCRIPTION
SLOPE EASEMENT

A PARCEL OF LAND FOR A PERMANENT SLOPE EASEMENT FOR HESS ROAD, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF DOUGLAS, STATE OF COLORADO AND BEING ENTIRELY IN THAT PORTION OF LAND DESCRIBED IN BOOK 1822, PAGE 563 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28, WHENCE THE SOUTH QUARTER CORNER OF SAID SECTION 28 BEARS SOUTH 89°15'28" WEST, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE NORTH 87°47'35" WEST 1107.86 FEET TO A LINE PARALLEL WITH AND DISTANT 57.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°15'28" WEST 101.86 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET;

THENCE DEPARTING SAID PARALLEL LINE AND ALONG SAID CURVE 17.57 FEET THROUGH A CENTRAL ANGLE OF 33°33'26" TO A LINE PARALLEL WITH AND DISTANT 62.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID SOUTHERLY LINE OF THE SOUTHEAST QUARTER;

THENCE, ALONG SAID PARALLEL LINE, NON-TANGENT TO SAID CURVE, NORTH 89°15'28" EAST 83.07 FEET;

THENCE SOUTH 82°41'53" EAST 35.73 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.011 ACRES (477 SQ. FT.), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

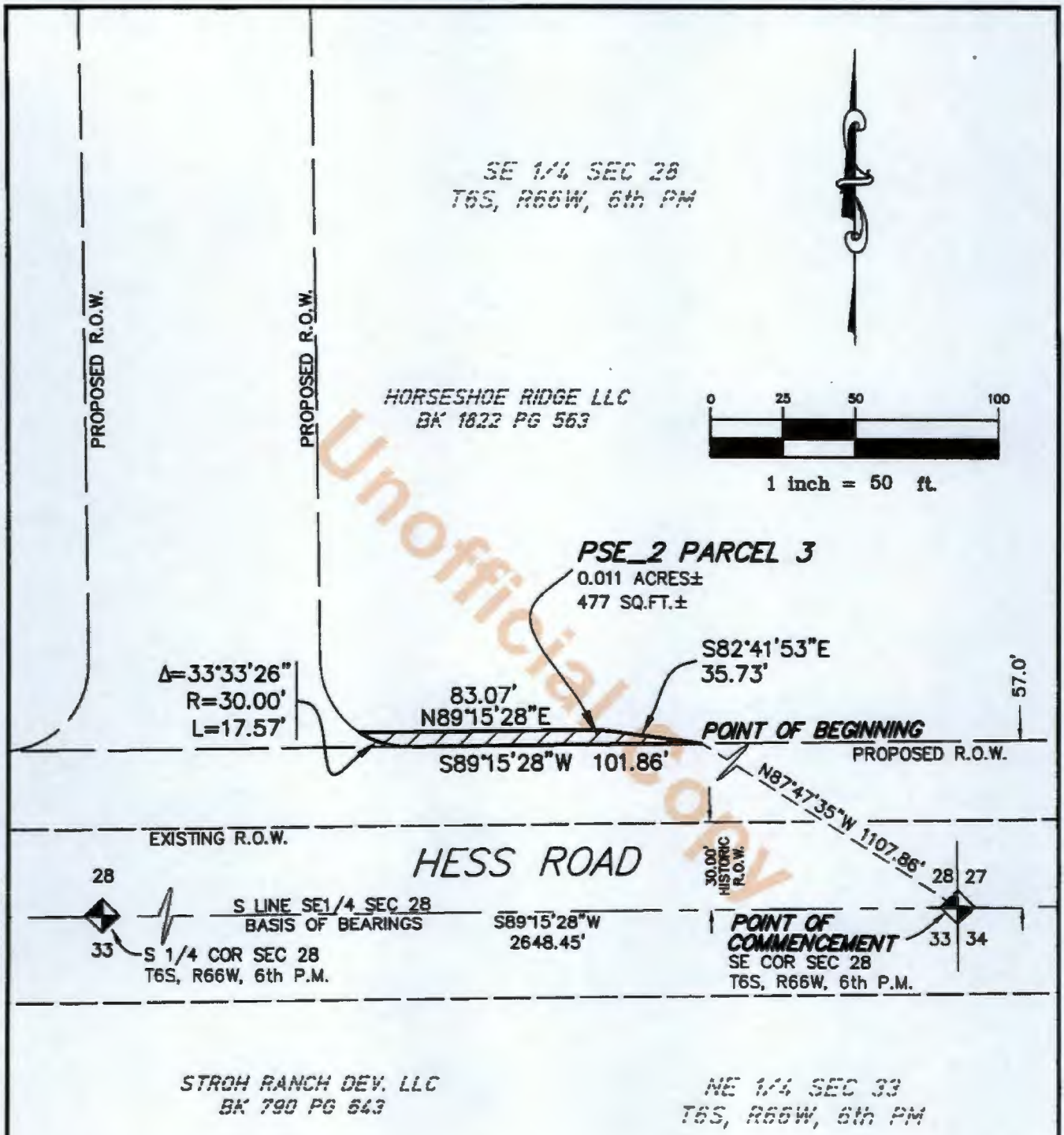
UNOFFICIAL COPY

COLORADO REGISTERED JOHN R. WEST, JR. 25645 PROFESSIONAL LAND SURVEYOR

12-29-04

JOHN R. WEST, JR.
COLORADO PROFESSIONAL LAND SURVEYOR P.L.S. 25645
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

EXHIBIT A - SHEET 1



Unofficial Copy

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

PATH:	P:\13404-06\DWG
DWG NAME:	PSE_2 PARCEL 3
DWG: JRW	CHK: DEC
DATE:	12-27-04
SCALE:	1" = 50'

AZTEC CONSULTANTS, Inc.

8000 South Lincoln Street, Unit 5
Littleton, Colorado 80122
Phone: (303)713-1998 Fax: (303)713-1997

LEGAL EXHIBIT

HESS ROAD PERMANENT SLOPE EASEMENT

HORSESHOE RIDGE, LLC PSE_2 PARCEL 3

JOB NUMBER 13404-06

2 OF 2 SHEETS

EXHIBIT A - SHEET 2

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

PARKER
COLORADO

ITEM NO: 6I
DATE: 09/19/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: **ORDINANCE NO. 1.489 – First Reading – A Bill for an Ordinance to Vacate a Slope Easement (Reception No. 2005030722) on Real Property Owned by Horseshoe Ridge, LLC, Pursuant to Section 13.07.120(c)(5) of the Parker Municipal Code**

☐	PUBLIC HEARING	☒	ORDINANCE FOR 1ST READING	(09/19/2016)
☐	CONTRACT	☐	ORDINANCE FOR 2ND READING	(10/03/2016)
☐	MOTION	☐	RESOLUTION	

Tom Williams, Director of Engineering | **G. Randolph Young, Town Administrator**

ISSUE:
Vacation of a slope easement that is no longer needed adjacent to the north side of Hess Road west of the Pardee Street intersection.

PRIOR ACTION:
None

FUNDING/BUDGET IMPACT:
None

BACKGROUND:
The Town of Parker acquired a slope easement near the northwest corner of Hess Road and the then proposed Pardee Street intersection in 2005. This slope easement located adjacent to the north side of Hess Road was recorded with Douglas County and has a reception number of 2005030722. This easement was needed to allow for the 2005 construction of the first phase of Hess Road between Motsenbocker Road and Jordan Road. This easement was due to existing topography on the Horseshoe Ridge development site.

In 2008, the Horseshoe Ridge development was platted and the subdivision was improved. The site improvements included over-lot grading that resulted in the slope being eliminated that was constructed with the roadway improvements in 2005. Therefore the slope easement that was acquired in 2005 is no longer required. In August of 2016, the property owner of the Horseshoe Ridge development approached Town staff requesting that this 2005 easement be vacated. Since this easement is no longer needed, Town staff would like to proceed with vacation of this easement. An ordinance is required to approve this process.

RECOMMENDATION:
Approve the ordinance.

PREPARED/REVIEWED BY:
1) Chris Hudson, CIP & Construction Manager
2) Tom Williams, Director of Engineering

ATTACHMENTS:
1) Vicinity Map (1 page)
2) Ordinance (2 pages)
3) Slope Easement Agreement (Exhibit to the Ordinance) Deed (4 pages)

RECOMMENDED MOTION:
"I move to approve Ordinance No. 1.489 on first reading and schedule second reading for October 3, 2016, as a part of the consent agenda."

Horseshoe Ridge Vacation of Slope Easement
BLAKEFORD ST
ARDSLEY ST
RANDY DR
DEWHURST LN
TACK DR
CORAL BURST ST
SKYWALK ST
MIMOSA ST
TRIPLE CROWN DR
HADLEY ST
CORAL BURST LN
Slope Easement to be Vacated
Reception No. 2005030722
PARDEE ST
HESS RD
N
W
E
S
0
250
500
Feet

ORDINANCE NO. 1.489, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO VACATE A SLOPE EASEMENT (RECEPTION NO. 2005030722) ON REAL PROPERTY OWNED BY HORSESHOE RIDGE, LLC, 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 April 5, 2005, by Horseshoe Ridge, LLC, and recorded at Reception Number 2005030722 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 Slope Easement is no longer necessary;

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 and deems the Slope Easement to be null, void and of no further force and effect.

Section 2. The Town Council hereby directs the Town Clerk to record this Ordinance with the Douglas County Clerk and Recorder upon the effective date of this Ordinance.

Section 3. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

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

Section 5. 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

OFFICIAL RECORDS
DOUGLAS COUNTY CO
CAROLE R. MURRAY
CLERK & RECORDER
RECORDING FEE: $21.00
4 PGS
2005030722
04/08/2005 10:45 AM

2005030722 4 PGS

SLOPE EASEMENT

THIS SLOPE EASEMENT, made this 5th day of April, 2005, between **HORSESHOE RIDGE, LLC**, a Colorado limited liability company, **GRANTOR**, whose legal address is 650 S. Cherry Street, Suite 435, Denver, Colorado 80246, and **TOWN OF PARKER**, a Colorado Home Rule Municipality, **GRANTEE**, whose legal address is 20120 E. Mainstreet, Parker, Colorado 80138.

THE GRANTOR, for and in consideration of good and valuable consideration, 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 (the "Slope Easement Parcel") located in the County of Douglas, State of Colorado, and described as follows:

Unofficial Copy

(See attached Exhibit "A")

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 the Slope Easement Parcel 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 its successors, assigns and subsequent Grantees, will not use or improve the Slope Easement Parcel or grant any easements upon, over, across or under the Slope Easement Parcel which adversely interferes with the existing sight distance and line of sight, lateral support and proper drainage grade necessary for the roadway and its attendant facilities. Except as limited hereby, all present and future owners of the Slope Easement Parcel hereby expressly reserve the right to use the Slope Easement Parcel for any purpose not inconsistent with the easements created and conveyed hereby, as the exclusive use of the easements created and reserved by this Slope Easement is not hereby granted or reserved.

Grantor for itself, and its 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, it 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 the property is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever.

Grantor and Grantee agree that this Slope Easement shall be released by Grantee upon: (i) the construction of an approved development on the Slope Easement Parcel which provides the necessary subjacent support and protection of Hess Road that is created by this Slope Easement; or (ii) the recordation of a plat which includes the Slope Easement Parcel and dedicates a slope easement providing the necessary subjacent support and protection of Hess Road. Any such termination shall be evidenced by a duly and properly executed and acknowledged declaration recorded in the real property records of Douglas County, Colorado.

The Grantor shall and will warrant and forever defend the above bargained easement in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof from Grantor.

IN WITNESS WHEREOF, the Grantor has caused its name to be subscribed hereto, the day and year first written above.

GRANTOR: HORSESHOE RIDGE, LLC,
a Colorado limited liability company

BY: _____
Marcus Palkowitsh, Manager

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 5th day of April, 2005, by Marcus Palkowitsh, as Manager of Grantor, Horseshoe Ridge, LLC, a Colorado limited liability company.

My commission expires: _____

JOSEPH KRISTUFEK
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 12/09/2008

WITNESS my hand and official seal.

_____
Notary Public

Unofficial Copy

LEGAL DESCRIPTION
SLOPE EASEMENT

A PARCEL OF LAND FOR A PERMANENT SLOPE EASEMENT FOR HESS ROAD, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF DOUGLAS, STATE OF COLORADO AND BEING ENTIRELY IN THAT PARCEL OF LAND DESCRIBED IN BOOK 1822, PAGE 563 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 28, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 28 BEARS NORTH 89°15'28" EAST, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE, ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUARTER, NORTH 00°19'50" WEST 30.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF LAND;

THENCE, CONTINUING ALONG SAID WESTERLY LINE AND THE WESTERLY BOUNDARY OF SAID PARCEL OF LAND, NORTH 00°19'50" WEST 15.00 FEET TO THE **POINT OF BEGINNING**;

THENCE, CONTINUING ALONG SAID WESTERLY LINE AND SAID WESTERLY BOUNDARY, NORTH 00°19'50" WEST 5.00 FEET TO A LINE PARALLEL WITH AND DISTANT 50.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER;

THENCE, ALONG SAID PARALLEL LINE, NORTH 89°15'28" EAST 582.38 FEET;

THENCE, DEPARTING SAID PARALLEL LINE, NORTH 85°26'37" EAST 180.40 FEET TO A LINE PARALLEL WITH AND DISTANT 62.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER;

THENCE, ALONG SAID PARALLEL LINE, NORTH 89°15'28" EAST 369.67 FEET;

THENCE, DEPARTING SAID PARALLEL LINE, SOUTH 86°53'12" EAST 74.36 FEET TO A LINE PARALLEL WITH AND DISTANT 57.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 89°15'28" WEST 443.70 FEET;

THENCE, DEPARTING SAID PARALLEL LINE, SOUTH 85°26'37" WEST 180.40 FEET TO A LINE PARALLEL WITH AND DISTANT 45.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 89°15'28" WEST 582.58 FEET TO THE **POINT OF BEGINNING**.

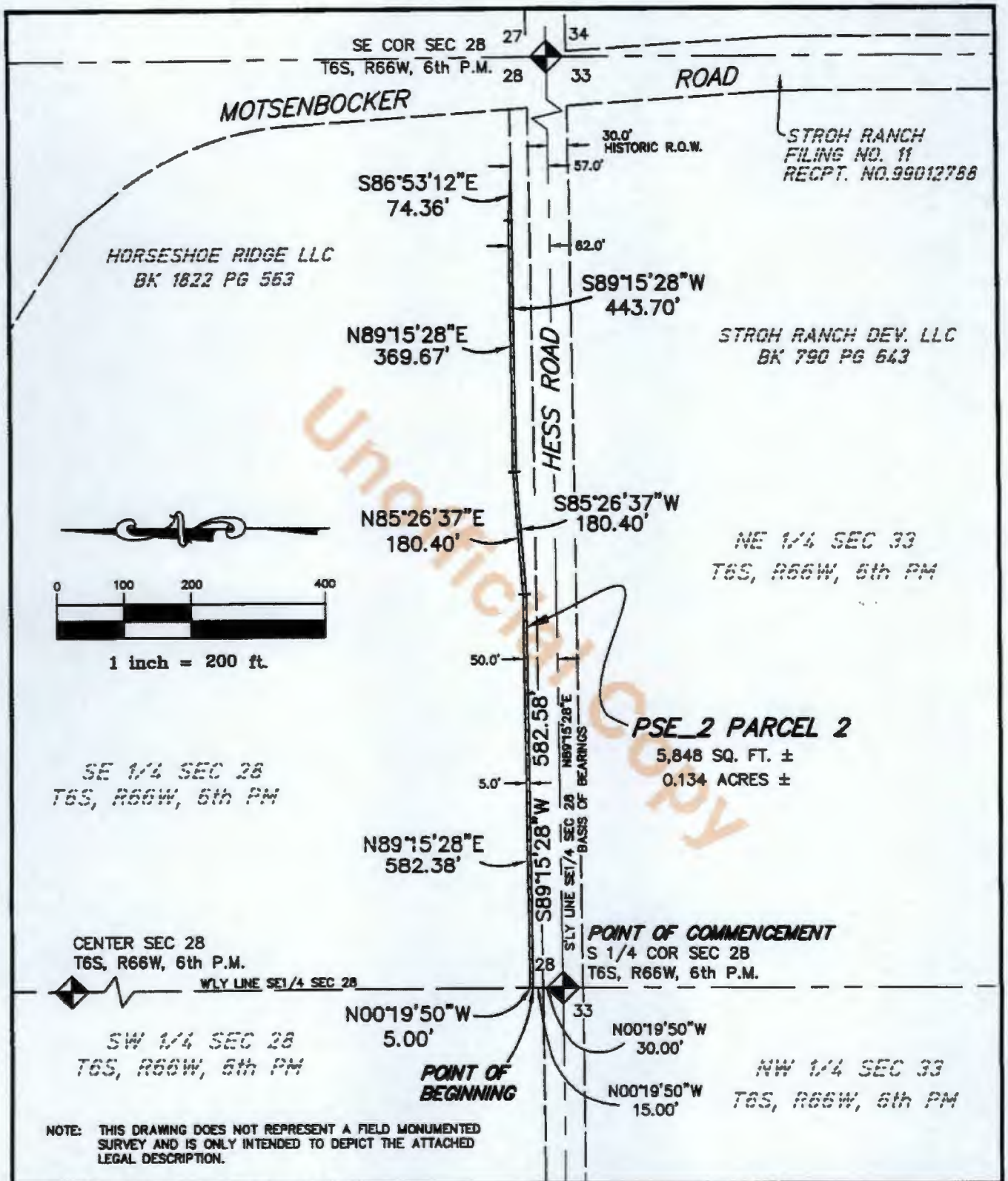
CONTAINING 0.134 ACRES (5,848 SQ. FT.), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

COLORADO REGISTERED
JOHN R. WEST
25645
12-29-04
PROFESSIONAL LAND SURVEYOR

JOHN R. WEST, JR.
COLORADO PROFESSIONAL LAND SURVEYOR P.L.S. 25645
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

EXHIBIT A - Sheet 1



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

PATH: P:\13404-06\DWG
DWG NAME: PSE_2 PARCEL 2.dwg
DWG: JRW CHK:
DATE: 12-28-04
SCALE: 1" = 200'

AZTEC CONSULTANTS, Inc.

8000 South Lincoln Street, Unit 5
Littleton, Colorado 80122
Phone: (303)713-1196 Fax: (303)713-1197

LEGAL EXHIBIT

HESS ROAD PERMANENT SLOPE EASEMENT

HORSESHOE RIDGE, LLC PSE_2 PARCEL 2

JOB NUMBER 13404-06

2 OF 2 SHEETS

EXHIBIT A- Sheet 2

Unofficial Copy

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

PARKER
COLORADO

ITEM NO: 6J
DATE: 09/19/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: **ORDINANCE NO. 1.490 – First Reading – A Bill for an Ordinance to Vacate a Slope Easement (Reception No. 2005030723) on Real Property Owned by Horseshoe Ridge, LLC, Pursuant to Section 13.07.120(c)(5) of the Parker Municipal Code**

☐	PUBLIC HEARING	☒	ORDINANCE FOR 1ST READING	(09/19/2016)
☐	CONTRACT	☐	ORDINANCE FOR 2ND READING	(10/03/2016)
☐	MOTION	☐	RESOLUTION	

Tom Williams, Director of Engineering | **G. Randolph Young, Town Administrator**

ISSUE:
Vacation of a slope easement that is no longer needed adjacent to the north side of Hess Road between the Pardee Street intersection and the Motsenbocker Road intersection.

PRIOR ACTION:
None

FUNDING/BUDGET IMPACT:
None

BACKGROUND:
The Town of Parker acquired a slope easement between the northeast corner of Hess Road/Pardee Street proposed intersection and the northwest corner of the Hess Road/Motsenbocker Road intersection in 2005. This slope easement located adjacent to the north side of Hess Road was recorded with Douglas County and has a reception number of 2005030723. This easement was needed to allow for the 2005 construction of the first phase of Hess Road between Motsenbocker Road and Jordan Road. This easement was due to existing topography on the Horseshoe Ridge development site.

In 2008, the Horseshoe Ridge development was platted and the subdivision was improved. The site improvements included over-lot grading that resulted in the slope being eliminated that was constructed with the roadway improvements in 2005. Therefore the slope easement that was acquired in 2005 is no longer required. In August of 2016, the property owner of the Horseshoe Ridge development approached Town staff requesting that this 2005 easement be vacated. Since this easement is no longer needed, Town staff would like to proceed with vacation of this easement. An ordinance is required to approve this process.

RECOMMENDATION:
Approve the ordinance.

PREPARED/REVIEWED BY:
1) Chris Hudson, CIP & Construction Manager
2) Tom Williams, Director of Engineering

ATTACHMENTS:
1) Vicinity Map (1 page)
2) Ordinance (2 pages)
3) Slope Easement Agreement (Exhibit to the Ordinance) Deed (4 pages)

RECOMMENDED MOTION:
"I move to approve Ordinance No. 1.490 on first reading and schedule second reading for October 3, 2016, as a part of the consent agenda."

Horseshoe Ridge Vacation of Slope Easement
TENNYSON LN
DEWHURST LN
TACK DR
KING CT
MADLEY ST
TRIPLE CROWN DR
MOTSENBOCKER RD
PARDEE ST
Slope Easement to be Vacated
Reception No. 2005030723
HESS RD
N
W
E
S
0
250
500
Feet

ORDINANCE NO. 1.490, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO VACATE A SLOPE EASEMENT (RECEPTION NO. 2005030723) ON REAL PROPERTY OWNED BY HORSESHOE RIDGE, LLC, 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 April 5, 2005, by Horseshoe Ridge, LLC, and recorded at Reception Number 2005030723 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 Slope Easement is no longer necessary;

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 and deems the Slope Easement to be null, void and of no further force and effect.

Section 2. The Town Council hereby directs the Town Clerk to record this Ordinance with the Douglas County Clerk and Recorder upon the effective date of this Ordinance.

Section 3. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

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

Section 5. 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

OFFICIAL RECORDS
DOUGLAS COUNTY CO
CAROLE R. MURRAY
CLERK & RECORDER
RECORDING FEE: $21.00
4 PGS
2005030723
04/08/2005 10:45 AM

2005030723 4 PGS

SLOPE EASEMENT

THIS SLOPE EASEMENT, made this 5th day of April, 2005, between **HORSESHOE RIDGE, LLC,** a Colorado limited liability company, **GRANTOR**, whose legal address is 650 S. Cherry Street, Suite 435, Denver, Colorado 80246, and **TOWN OF PARKER,** a Colorado Home Rule Municipality, **GRANTEE**, whose legal address is 20120 E. Mainstreet, Parker, Colorado 80138.

THE GRANTOR, for and in consideration of good and valuable consideration, 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 (the "Slope Easement Parcel") located in the County of Douglas, State of Colorado, and described as follows:

(See attached Exhibit "A")

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 the Slope Easement Parcel 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 its successors, assigns and subsequent Grantees, will not use or improve the Slope Easement Parcel or grant any easements upon, over, across or under the Slope Easement Parcel which adversely interferes with the existing sight distance and line of sight, lateral support and proper drainage grade necessary for the roadway and its attendant facilities. Except as limited hereby, all present and future owners of the Slope Easement Parcel hereby expressly reserve the right to use the Slope Easement Parcel for any purpose not inconsistent with the easements created and conveyed hereby, as the exclusive use of the easements created and reserved by this Slope Easement is not hereby granted or reserved.

Grantor for itself, and its 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, it 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 the property is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever.

Grantor and Grantee agree that this Slope Easement shall be released by Grantee upon: (i) the construction of an approved development on the Slope Easement Parcel which provides the necessary subjacent support and protection of Hess Road that is created by this Slope Easement; or (ii) the recordation of a plat which includes the Slope Easement Parcel and dedicates a slope easement providing the necessary subjacent support and protection of Hess Road. Any such termination shall be evidenced by a duly and properly executed and acknowledged declaration recorded in the real property records of Douglas County, Colorado.

The Grantor shall and will warrant and forever defend the above bargained easement in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof from Grantor.

IN WITNESS WHEREOF, the Grantor has caused its name to be subscribed hereto, the day and year first written above.

Unofficial Copy

GRANTOR: HORSESHOE RIDGE, LLC,
a Colorado limited liability company

BY: _____
Marcus Palkowitsh, Manager

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 5th day of April, 2005, by Marcus Palkowitsh, as Manager of Grantor, Horseshoe Ridge, LLC, a Colorado limited liability company.

My commission expires: _____

JOSEPH KRISTUFEK
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 12/09/2008

WITNESS my hand and official seal.

_____
Notary Public

LEGAL DESCRIPTION
SLOPE EASEMENT

A PARCEL OF LAND FOR A PERMANENT SLOPE EASEMENT FOR HESS ROAD, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF DOUGLAS, STATE OF COLORADO AND BEING ENTIRELY IN THAT PORTION OF LAND DESCRIBED IN BOOK 1822, PAGE 563 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28, WHENCE THE SOUTH QUARTER CORNER OF SAID SECTION 28 BEARS SOUTH 89°15'28" WEST, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE NORTH 74°05'24" WEST 198.91 FEET TO A LINE PARALLEL WITH AND DISTANT 57.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°15'28" WEST 825.76 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 77°44'23" EAST 111.76 FEET;

THENCE SOUTH 81°06'29" EAST 71.24 FEET;

THENCE NORTH 81°44'42" EAST 375.46 FEET;

THENCE NORTH 88°46'34" EAST 55.01 FEET;

THENCE SOUTH 81°01'51" EAST 95.83 FEET;

THENCE SOUTH 77°34'36" EAST 116.96 FEET;

THENCE SOUTH 88°58'13" EAST 10.43 FEET;

THENCE SOUTH 00°44'32" EAST 16.81 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.625 ACRES (27,204 SQ. FT.), MORE OR LESS.

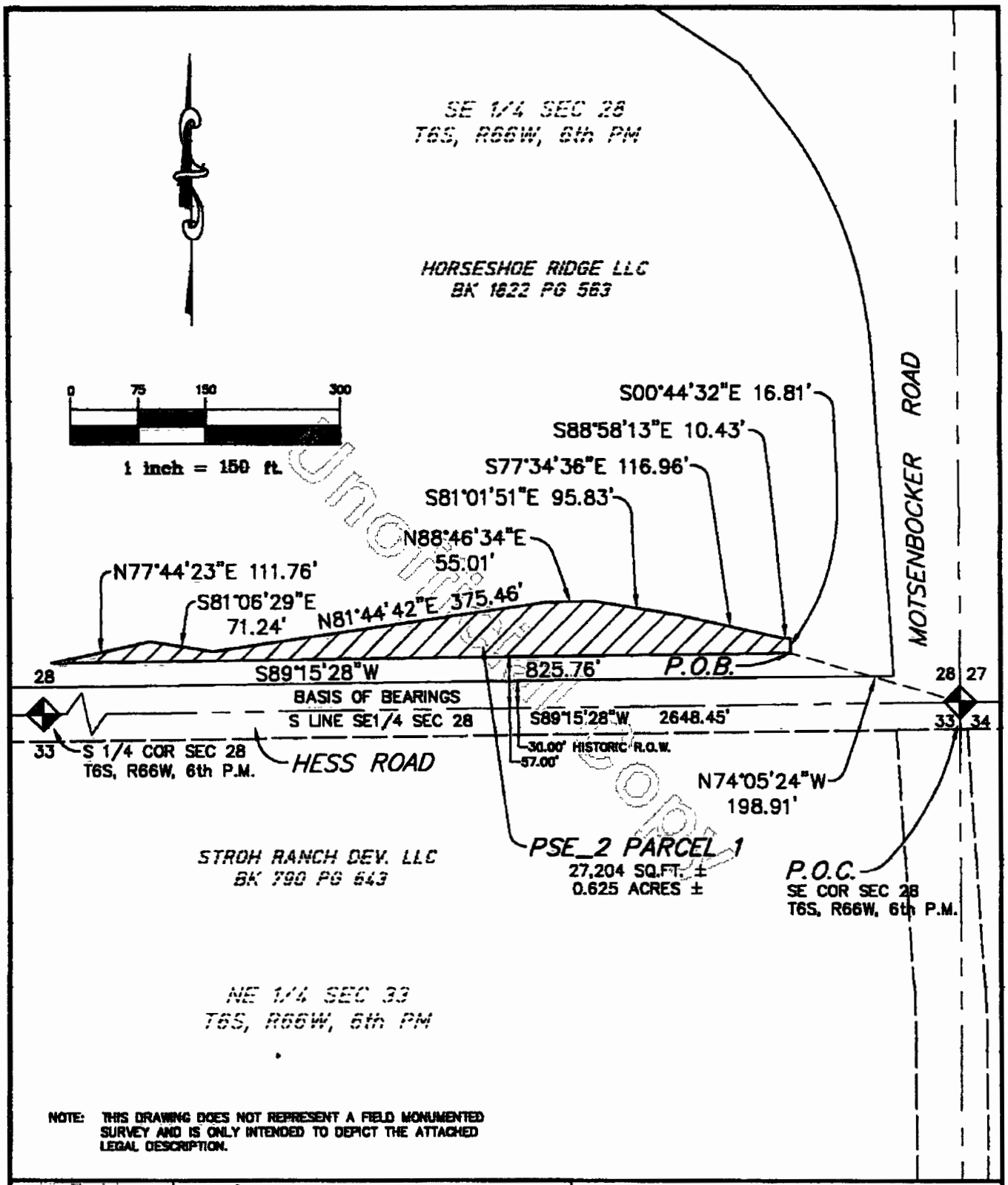
EXHIBIT ATTACHED AND MADE A PART HEREOF.

COLORADO REGISTERED ROBERT D. SNODGRASS 36580 PROFESSIONAL LAND SURVEYOR

10/30/04

ROBERT D. SNODGRASS
COLORADO PROFESSIONAL LAND SURVEYOR P.L.S. 36580
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

EXHIBIT A - Sheet 1



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

PATH: P:\13404-06\DWG DWG NAME: PSE_2 PARCEL 1.dwg DWG: ADW CHK: JRW DATE: 10-27-04 SCALE: 1" = 150'	AZTEC CONSULTANTS, Inc. 8000 South Lincoln Street, Unit 5 Littleton, Colorado 80122 Phone: [illegible] Fax: [illegible]	**LEGAL EXHIBIT** HESS ROAD PERMANENT SLOPE EASEMENT HORSESHOE RIDGE, LLC PSE_2 PARCEL 1 JOB NUMBER 13404-06 — 2 OF 2 SHEETS

EXHIBIT A - Sheet 2

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

PARKER
COLORADO

ITEM NO: 6K(1)
DATE: 09/19/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: CONTRACTS ABOVE $100,000 – 2016 Townwide Concrete Replacement (CIP 16-006) Contract Modification

☐	PUBLIC HEARING	☐	ORDINANCE FOR 1ST READING
☒	CONTRACT	☐	ORDINANCE FOR 2ND READING
☐	MOTION	☐	RESOLUTION

Tom Williams, Engineering Director | **G. Randolph Young, Town Administrator**

ISSUE:
Consider authorization of a contract modification with Silva Construction Inc. for the 2016 Townwide Concrete Replacement (CIP 16-006) project.

PRIOR ACTION:
Town Council awarded the original contract on May 2, 2016 and authorized a contract amendment on August 15, 2016 with Silva Construction.

FUNDING/BUDGET IMPACT:
Funding for this contract modification is available within the Streets General Fund budget (101-4310) as a part of the annual repair and maintenance budget. No additional funds are being requested.

BACKGROUND:
The Town Council awarded the 2016 Concrete Replacement (CIP 16-006) project contract on May 2, 2016 to Silva Construction Inc. This competitively bid contract consists of completing various concrete work within the Town of Parker. Town staff has identified additional needed concrete repairs and handicap ramp upgrades along roadways planned to receive chip seal treatments in 2017. Bid prices under the Silva contract make it attractive to complete this additional concrete curb/gutter/sidewalk/ramp at this time. Funding is sufficient within the Street annual repair and maintenance budget to perform this additional work.

RECOMMENDATION:
Authorize this contract modification with Silva Construction Inc. for the 2016 Townwide Concrete Replacement Program (CIP 16-006) in the amount of $253,090 for a revised contract amount of $1,712,083.

PREPARED/REVIEWED BY:
Steve Eubanks, Streets Manager

ATTACHMENTS:
None.

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

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

PARKER
COLORADO

ITEM NO: 6K(2)
DATE: 09/19/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: CONTRACTS ABOVE $100,000 – Jordan Road Widening (Bradbury Parkway to Hess Road) Professional Services Agreement

☐	PUBLIC HEARING	☐	ORDINANCE FOR 1ST READING
☒	CONTRACT	☐	ORDINANCE FOR 2ND READING
☐	MOTION	☐	RESOLUTION

Tom Williams, Director of Engineering | **G. Randolph Young, Town Administrator**

ISSUE:
This agenda item is for the approval of a professional services agreement with Stanley Consultants Inc., for the design of the Jordan Road Widening Project.

PRIOR ACTION:
None.

FUNDING/BUDGET IMPACT:
Funding for this agreement has been appropriated in the Highway and Streets Capital Projects Fund.

BACKGROUND:
In the past fifteen years, Town Council has approved development agreements with numerous developments adjacent to Jordan Road south of Mainstreet to construct their respective "halves" of Jordan Road. The remaining eastern half of Jordan Road south of the Bradbury Parkway intersection to Hess Road does not have an adjacent development to construct the widening but is needed due to traffic growth. In addition, the planned development of Anthology and Hess Ranch will add additional traffic to Jordan Road. The widening of Jordan Road will be a community enhancement that is driven by the regional development.

Approximately seven-tenths of a mile of Jordan Road needs to be widened from the Bradbury Parkway intersection to the Hess Road intersection to a four lane arterial roadway. Existing detention ponds on the west side of the roadway will need to be utilized to provide water quality for the roadway widening. It is anticipated that mechanically stabilized earth (MSE) walls will be needed on the east side of the roadway to minimize the impacts to the Cherry Creek Highlands development on the east side of the road. A curb and gutter raised median will be constructed with the project that is anticipated to be landscaped the year following construction (assuming funding is appropriated). The widening will occur on the east side of the existing lanes with the new lanes

becoming the northbound lanes and the existing lanes being repurposed to the new southbound lanes. Based on a recent traffic warrant study, the Bradbury Parkway intersection does not meet Federal MUTCD warrants for a traffic signal installation but it is anticipated to meet warrants at a future date. Therefore conduits and related infrastructure for this anticipated traffic signal will be installed with the construction of the roadway widening but no traffic signal constructed. The Hess Road intersection will require traffic signal modifications and a sidewalk will be added to the east side of the roadway for the length of the widening.

Statements of Qualifications and interviews were not utilized with this proposed project due to time constraints. The schedule is to have the project designed and bid during the fall and winter months with actual construction being planned for 2017 (pending funding). Town staff selected Stanley Consultants Inc., because the Town has an engineering on-call consultant services agreement with them and they are very qualified. The Town of Parker will definitely receive a quality product at a fair price. They will be responsible for management, coordination, project development, and all design phases.

RECOMMENDATION:
Approve the professional services agreement with Stanley Consultants Inc., in the amount of $309,498.00.

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."

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

ITEM NO: 6L
DATE: 09/19/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 4.111.1 – A Bill for an Ordinance to Amend Section 11.17.20 of the Parker Municipal Code Concerning Growing Medical Marijuana

- ☐ PUBLIC HEARING
- ☐ CONTRACT
- ☐ MOTION
- ☒ ORDINANCE FOR 1st READING (09/19/2016)
- ☐ ORDINANCE FOR 2nd READING (10/03/2016)
- ☐ RESOLUTION

James S. Maloney, Town Attorney

G. Randolph Young, Town Administrator

ISSUE: The Town currently permits (subject to regulation) residential cultivation of marijuana for medical use. The Town does not regulate the number of plants that can be cultivated within a primary residence or the height of the area used for cultivation. Recently, Douglas County adopted an ordinance limiting the number of plants that can be cultivated within a primary residence to twelve (12) and the area used for cultivation to 1,000 cubic feet volume. The Town will need to amend its regulations in order to maintain uniformity between the regulations in the Town and unincorporated Douglas County and to address the public safety impacts that have resulted from the cultivation of marijuana in Town residences.

PRIOR ACTION: The Town Council adopted Chapter 11.17 to the Parker Municipal Code to address the "Growing of Medical Marijuana in Residential Structures" on August 15, 2011, which was amended on May 18, 2015.

FUNDING/BUDGET IMPACT: None.

BACKGROUND: The Town currently permits (subject to regulation) residential cultivation of marijuana for medical use. Although the Town's regulations have been in effect since 2011, the Town has encountered large-scale cultivation of marijuana for medical use in Town residences, often in noncompliance with the Town's regulations. The Town has received numerous nuisance complaints of foul smell coming from residences in the Town that are cultivating marijuana on a large scale, including illegal modifications to electrical and ventilation systems and the illegal storage of chemicals used in the cultivation of marijuana, creating significant public safety issues for both the occupants of these residences as well as their neighbors.

Recently, Douglas County adopted an ordinance to regulate the cultivation of marijuana within unincorporated areas of Douglas County. The major difference between Douglas Counties ordinance and the Town's regulations, is that Douglas County limits the number of plants that can be cultivated within a primary residence to twelve (12) and limits the area used for cultivation to 1,000 cubic feet volume. The Town does not regulate the number of plants that can be cultivated within a primary residence, but does regulate square footage of the area that can be used to cultivate, produce or possess marijuana plants. However, the Town's regulations do not limit the height of the area used to cultivate, produce or possess marijuana plants.

In order to address the public safety impacts created by large-scale cultivation of marijuana within primary residences and to establish uniformity in the regulations between the Town and unincorporated Douglas County, the proposed ordinance will limit the number of marijuana plants that may be grown in the primary residence to twelve (12) and will set the maximum ceiling height at ten (10) feet within the area used for cultivation.

RECOMMENDATION: Approve.

PREPARED/REVIEWED BY: Chief David King; Deputy Chief Jim Tsurapas; John Fussa, Community Development Director; Gil Rossmiller, Chief Building Official; James S. Maloney, Town Attorney

ATTACHMENT: Ordinance No. 4.111.1

RECOMMENDED MOTION: "I move to approve Ordinance No. 4.111.1 on first reading and schedule second reading for October 3, 2016, as a part of the consent agenda."

ORDINANCE NO. 4.111.1 , Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 11.17.20 OF THE PARKER MUNICIPAL CODE CONCERNING GROWING MEDICAL MARIJUANA

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

Section 1. Subsection 11.17.020(a), Paragraph (5), of the Parker Municipal Code is amended to read as follows:

11.17.020 Growing of medical marijuana.

(a) A primary caregiver, for purposes of this Chapter and consistent with Article XVIII, Section 14(1)(f) of the Colorado Constitution, is defined as a natural person, other than the patient and the patient's physician, who is eighteen (18) years of age or older and has significant responsibility for managing the well-being of a patient who has a debilitating medical condition. In addition to other activities conducted on behalf of the patient, a primary caregiver, a patient or a group of patients cultivating marijuana plants for their own use may cultivate, possess, produce, use or transport marijuana or paraphernalia to administer marijuana for medicinal purposes, subject to the following.

* * *

(5) Such cultivation, production or possession of marijuana plants shall be limited to the following space limitations within a primary residence:

a. Within a single-family dwelling unit (Group R-3, as defined by the International Building Code): A secure, defined, contiguous one-hundred-fifty-square-foot area **with a ceiling not exceeding ten (10) feet in height** within the primary residence of the licensed patient or registered caregiver.

b. Within a multi-family dwelling unit (Group R-2, as defined by the International Building Code): A secure, defined, contiguous one-hundred-square-foot area **with a ceiling not exceeding ten (10) feet in height** within the primary residence of the patient or registered caregiver.

Section 2. Subsection 11.17.020(a) of the Parker Municipal Code is amended to add a new Paragraph (17) to read as follows:

11.17.020 Growing of medical marijuana.

(a) A primary caregiver, for purposes of this Chapter and consistent with Article XVIII, Section 14(1)(f) of the Colorado Constitution, is defined as a natural person, other than the patient and the patient's physician, who is eighteen

(18) years of age or older and has significant responsibility for managing the well-being of a patient who has a debilitating medical condition. In addition to other activities conducted on behalf of the patient, a primary caregiver, a patient or a group of patients cultivating marijuana plants for their own use may cultivate, possess, produce, use or transport marijuana or paraphernalia to administer marijuana for medicinal purposes, subject to the following.

* * *

(17) No more than twelve (12) marijuana plants may be grown at the primary residence.

Section 3. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

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

Section 5. 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

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

ITEM NO: 6M
DATE: 09/19/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 4.111.2 – A Bill for an Ordinance to Amend Section 11.18.20 of the Parker Municipal Code Concerning Growing Marijuana for Personal Use

- ☐ PUBLIC HEARING
- ☐ CONTRACT
- ☐ MOTION
- ☒ ORDINANCE FOR 1st READING (09/19/2016)
- ☐ ORDINANCE FOR 2nd READING (10/03/2016)
- ☐ RESOLUTION

James S. Maloney, Town Attorney

G. Randolph Young, Town Administrator

ISSUE: The Town currently permits (subject to regulation) residential cultivation of marijuana for persona use. The Town does not regulate the number of plants that can be cultivated within a primary residence or the height of the area used for cultivation. Recently, Douglas County adopted an ordinance limiting the number of plants that can be cultivated within a primary residence to twelve (12) and the area used for cultivation to 1,000 cubic feet volume. The Town will need to amend its regulations in order to maintain uniformity between the regulations in the Town and unincorporated Douglas County and to address the public safety impacts that have resulted from the cultivation of marijuana in Town residences.

PRIOR ACTION: The Town Council adopted Chapter 11.18 to the Parker Municipal Code to address the "Growing of Marijuana in Residential Structures" on November 26, 2012, which was amended on May 18, 2015.

FUNDING/BUDGET IMPACT: None.

BACKGROUND: The Town currently permits (subject to regulation) residential cultivation of marijuana for personal use. Although the Town's regulations have been in effect since 2012, the Town has encountered large-scale cultivation of marijuana in Town residences, often in noncompliance with the Town's regulations. The Town has received numerous nuisance complaints of foul smell coming from residences in the Town that are cultivating marijuana on a large scale, including illegal modifications to electrical and ventilation systems and the illegal storage of chemicals used in the cultivation of marijuana, creating significant public safety issues for both the occupants of these residences as well as their neighbors.

Recently, Douglas County adopted an ordinance to regulate the cultivation of marijuana within unincorporated areas of Douglas County. The major difference between Douglas Counties ordinance and the Town's regulations, is that Douglas County limits the number of plants that can be cultivated within a primary residence to twelve (12) and limits the area used for cultivation to 1,000 cubic feet volume. The Town does not regulate the number of plants that can be cultivated within a primary residence, but does regulate square footage of the area that can be used to cultivate, produce or possess marijuana plants. However, the Town's regulations do not limit the height of the area used to cultivate, produce or possess marijuana plants.

In order to address the public safety impacts created by large-scale cultivation of marijuana within primary residences and to establish uniformity in the regulations between the Town and unincorporated Douglas County, the proposed ordinance will limit the number of marijuana plants that may be grown in the primary residence to twelve (12) and will set the maximum ceiling height at ten (10) feet within the area used for cultivation.

RECOMMENDATION: Approve.

PREPARED/REVIEWED BY: Chief David King; Deputy Chief Jim Tsurapas; John Fussa, Community Development Director; Gil Rossmiller, Chief Building Official; James S. Maloney, Town Attorney

ATTACHMENT: Ordinance No. 4.111.2

RECOMMENDED MOTION: "I move to approve Ordinance No. 4.111.2 on first reading and schedule second reading for October 3, 2016, as a part of the consent agenda."

ORDINANCE NO. 4.111.2 , Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 11.18.20 OF THE PARKER MUNICIPAL CODE CONCERNING GROWING MARIJUANA FOR PERSONAL USE

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

Section 1. Subsection 11.18.020(a), Paragraph (5), of the Parker Municipal Code is amended to read as follows:

11.18.020 General provisions.

(a) Any person, for purposes of this Chapter and consistent with Article XVIII, Section 16(3)(a) of the Colorado Constitution, who is twenty-one (21) years of age or older who is cultivating marijuana plants for his or her own use, may possess, grow, process or transport no more than six (6) marijuana plants, with three (3) or fewer being mature, subject to the requirements that follow:

* * *

(5) Such cultivation, production or possession of marijuana plants shall be limited to the following space limitations within a primary residence:

a. Within a single-family dwelling unit (Group R-3, as defined by the International Building Code): A secure, defined, contiguous one-hundred-fifty-square-foot area **with a ceiling not exceeding ten (10) feet in height** within the primary residence of the person possessing, growing or processing the marijuana plants for personal use.

b. Within a multi-family dwelling unit (Group R-2, as defined by the International Building Code): A secure, defined, contiguous one-hundred-square-foot area **with a ceiling not exceeding ten (10) feet in height** within the primary residence of the person possessing, growing or processing the marijuana plants for personal use.

Section 2. Subsection 11.18.020(a) of the Parker Municipal Code is amended to add a new Paragraph (17) to read as follows:

11.18.020 General provisions.

(a) Any person, for purposes of this Chapter and consistent with Article XVIII, Section 16(3)(a) of the Colorado Constitution, who is twenty-one (21) years of age or older who is cultivating marijuana plants for his or her own use, may possess, grow, process or transport no more than six (6) marijuana plants, with three (3) or fewer being mature, subject to the requirements that follow:

* * *

(17) No more than twelve (12) marijuana plants may be grown at the primary residence.

Section 3. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

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

Section 5. 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

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

Town of Parker COLORADO™

ITEM NO: 6N
DATE: 09/19/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-061 – A Resolution to Approve the Fifth Amendment to Employment Agreement and to Approve the Annual Performance Bonus (Town Administrator)

- ☐ PUBLIC HEARING
- ☐ CONTRACT
- ☐ MOTION
- ☐ ORDINANCE FOR 1st READING
- ☐ ORDINANCE FOR 2nd READING
- ☒ RESOLUTION

James S. Maloney, Town Attorney

G. Randolph Young, Town Administrator

ISSUE: The purpose of this resolution is to adjust the Town Administrator's compensation and provide a bonus for his performance over the previous year, as provided by the agreement between the Town and the Town Administrator.

PRIOR ACTION: The Town Council reviewed the performance of the Town Administrator over the previous year and, based upon that performance, desires to increase the Town Administrator's compensation and provide a bonus calculated in the manner provided in the agreement between the Town and the Town Administrator.

FUNDING/BUDGET IMPACT: The Town Administrator's compensation has been budgeted.

BACKGROUND: Under the contract between the Town and the Town Administrator, the compensation of the Town Administrator is reviewed on an annual basis.

RECOMMENDATION: Approve.

PREPARED/REVIEWED BY: Town Council; Melisa Geringer, Human Resources Director; James S. Maloney, Town Attorney

ATTACHMENT: Resolution No. 16-061, along with the Fifth Amendment to Employment Agreement

RECOMMENDED MOTION: "I move to approve Resolution No. 16-061, as a part of the consent agenda."

Attachment

RESOLUTION NO. 16-061, Series of 2016

TITLE: A RESOLUTION TO APPROVE THE FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT AND APPROVE THE ANNUAL PERFORMANCE BONUS (TOWN ADMINISTRATOR)

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 Fifth Amendment to Town Administrator Employment Agreement, which is attached hereto as **Exhibit A** and incorporated herein.

Section 2. The Town Council authorizes the payment of a bonus to the Town Administrator in the amount of Four Thousand Three Hundred Ninety and 84/100 Dollars ($4,390.84) for his performance during the year, to be paid by September 30, 2016.

RESOLVED AND PASSED this _____ day of _____, 2016.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

EXHIBIT A

FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIFTH AMENDMENT is made and entered into this _____ day of _____, 2015, by and between the Town Council of the Town of Parker, a Colorado home rule municipality (the "Town"), and G. Randolph Young (the "Town Administrator"), both of whom understand as follows:

RECITALS:

A. The Town and Town Administrator entered into the Employment Agreement on May 17, 2010, concerning the terms and conditions of the Town Administrator's employment with the Town (the "Employment Agreement").

B. The Town desires to increase the Town Administrator's salary, effective July 1, 2016, and increase health coverage and vacation, and provide for a car allowance, subject to the terms and conditions of this Fifth Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Paragraph 3 and Subparagraphs 3.b. and 3.d. of the Employment Agreement are amended and a new Subparagraph 3.g. is added to provide as follows:

> 3. Salary. The base salary to be paid to the Town Administrator shall be One Hundred Eighty-Five Thousand Two Hundred Ninety-Three Dollars and Thirty-Eight Cents ($185,293.38), annually, which shall be paid periodically in the same manner as other employees of the Town are paid, effective July 1, 2016.
>
> In addition to such base salary, the Town Administrator shall receive such other benefits as follows:
>
> b. Payment of one hundred percent (100%) of the premium for health, dental, vision, and other insurance provided under the Town of Parker employee benefit package.
>
> d. Town Administrator will accrue two hundred sixteen (216) hours of vacation, annually. Vacation will increase with length of service plus forty (40) hours, in accordance with the schedule specified in the Town Personnel Manual. Vacation should be taken in the year earned. Any vacation in excess of two hundred sixteen (216) hours will be removed from the Town Administrator's leave balance if not used by the Town Administrator by the last pay period or partial pay period of the calendar year. Vacation may be taken at the Town Administrator's discretion upon reasonable notice to the Town Council.
>
> g. A car allowance equivalent to Five Hundred Dollars ($500) per month. The car allowance is intended to fully compensate for all expenses

associated with automobile usage for Town business, including, but not limited to, mileage, insurance, repairs and fuel.

2. Paragraph 5.b. of the Employment Agreement is amended to provide as follows:

b. The Town Council shall conduct a performance evaluation with the Town Administrator annually in July of each year. The evaluation shall be on the basis of mutually agreed performance indicators and standards that reflect the specific job duties of the position.

3. The Employment Agreement is hereby amended to the extent provided in this Fifth Amendment.

IN WITNESS WHEREOF, the parties have signed this Fifth Amendment as of the date set forth above.

TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

_____
G. Randolph Young, Town Administrator

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

Town of Parker COLORADO™

ITEM NO: 6O
DATE: 09/19/2015

REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-062 – A Resolution to Approve the Tenth Amendment to Town Attorney Employment Agreement

- ☐ PUBLIC HEARING
- ☐ CONTRACT
- ☐ MOTION
- ☐ ORDINANCE FOR 1st READING
- ☐ ORDINANCE FOR 2nd READING
- ☒ RESOLUTION

Melisa Geringer, Human Resources Director **G. Randolph Young, Town Administrator**

ISSUE: The purpose of this resolution is to adjust the Town Attorney's compensation for his performance over the previous year, as provided by the agreement between the Town and the Town Attorney.

PRIOR ACTION: The Town Council reviewed the performance of the Town Attorney over the previous year and, based upon that performance, desires to increase the Town Attorney's compensation in the manner provided in the agreement between the Town and the Town Attorney.

FUNDING/BUDGET IMPACT: The Town Attorney's compensation has been budgeted.

BACKGROUND: Under the contract between the Town and the Town Attorney, the compensation of the Town Attorney is reviewed on an annual basis.

RECOMMENDATION: Approve.

PREPARED/REVIEWED BY: Town Council; Melisa Geringer, Human Resources Director

ATTACHMENT: Resolution No. 16-062, along with the Tenth Amendment to Employment Agreement

RECOMMENDED MOTION: "I move to approve Resolution No. 16-062, as a part of the consent agenda."

Attachment

RESOLUTION NO. 16-062, Series of 2016

TITLE: A RESOLUTION TO APPROVE THE TENTH AMENDMENT TO TOWN ATTORNEY EMPLOYMENT AGREEMENT

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 Tenth Amendment to Town Attorney Employment Agreement, which is attached hereto as **Exhibit A** and incorporated herein.

Section 2. The Town Council authorizes the payment of a bonus to the Town Attorney in the amount of Eight Thousand Dollars ($8,000) for his performance, to be paid by September 30, 2016.

RESOLVED AND PASSED this _____ day of _____, 2016.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

EXHIBIT A

TENTH AMENDMENT TO EMPLOYMENT AGREEMENT

THIS TENTH AMENDMENT is made and entered into this _____ day of September, 2016, by and between the Town Council of the Town of Parker, a Colorado home rule municipality (the "Town"), and James S. Maloney (the "Town Attorney"), both of whom understand as follows:

RECITALS:

A. The Town and Town Attorney entered into the Employment Agreement on August 1, 2002, concerning the terms and conditions of the Town Attorney's employment with the Town (the "Employment Agreement").

B. The Town desires to increase the Town Attorney's salary, effective August 1, 2016, and increase health coverage and vacation, subject to the terms and conditions of this Tenth Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Section 3 and Subparagraphs 3.a., 3.c. and 3.e. of the Employment Agreement are amended to provide as follows:

> 3. Salary. The base salary to be paid to James S. Maloney for his services as Town Attorney shall be One Hundred Ninety-Seven Thousand Seventy-Six and 20/100 Dollars ($197,076.20), annually, which shall be paid periodically in the same manner as other employees of the Town are paid effective August 1, 2016. Such salary may be increased by appropriate action of the Town Council at the time of the Town Council's annual performance review of the Town Attorney.
>
> In addition to such base salary, the Town Attorney shall receive the benefits set forth below.
>
> a. Intentionally left blank.
>
> c. Payment of one hundred percent (100%) of the premium for health, dental, vision, and other insurance provided under the Town of Parker employee benefit package.
>
> e. Town Attorney will accrue two hundred sixteen (216) hours of vacation annually. Vacation will increase with length of service plus forty (40) hours, in accordance with the schedule specified in the Town Personnel Manual. Vacation should be taken in the year earned. Any vacation in excess of two hundred sixteen (216) hours will be removed from the Town Attorney's leave balance if not used by the Town Attorney by the last pay period or partial pay period of the calendar year. Vacation may be taken at the Town Attorney's discretion upon reasonable notice to the Town Council.

2. The Employment Agreement is hereby amended to the extent provided in this Tenth Amendment.

IN WITNESS WHEREOF, the parties have signed this Tenth Amendment as of the date set forth above.

TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

_____
James S. Maloney, Town Attorney

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

PARKER
COLORADO

Your kind of place.

ITEM NO. 6P

PROCLAMATION

Constitution Week
September 17-23, 2016

WHEREAS, September 17, 2016 marks the two hundred twenty-ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW THEREFORE, I, Mike Waid, by virtue of the authority vested in me as Mayor of the Town of Parker, Colorado, do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Parker to be affixed this 19th day of September in the year of our Lord two thousand sixteen.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

Town Administrator's Report

September 2016

PARKER
COLORADO

Town of Parker
20120 E. Mainstreet
Parker, CO 80138

Tel: 303.841.0353
Fax: 303.805.3153
townadministrator@parkeronline.org

Communications

Project Updates

Parker FAM Trips
Staff is in the process of designing and pitching holiday media FAM trips to bring area journalists and bloggers to Parker to experience some of our festive holiday events and activities in November and December.

Upcoming Social Media Contest
Staff will be kicking off a social media contest in mid-November. As part of this fun contest, we'll be encouraging people to post their #MemoriesMadeinParker during the holidays. More information to come!

Town Promotional Video
A Visit Parker video is currently under development in collaboration with Barnhart Communications. The video will be three to five minutes in length and will be featured on the Town website. In addition, shorter edits of the video will be completed to push out on Parker's social media channels.

Carriage Parade and Carriage Rides Sponsorship Update
There's still more than two months to go, but staff has already secured two-thirds of the available event sponsorships for the Christmas Carriage Parade and has sold out of sponsorship spots for the Holiday Carriage Rides!

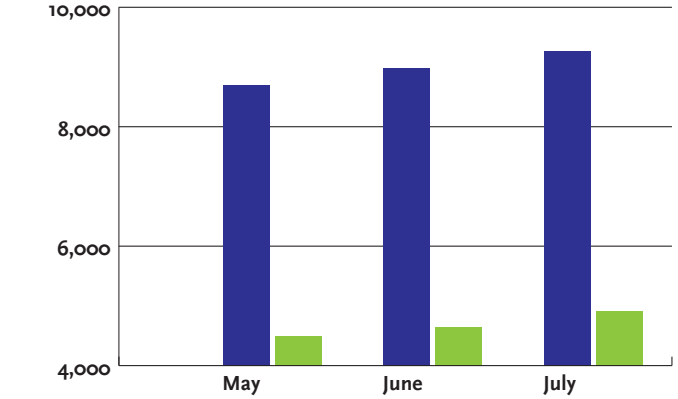
New Format for Mayor's Holiday Lighting Taking Shape

Staff is working on a renewed look and feel for The Mayor's Holiday Lighting on Friday, Nov. 25 and has secured Xfinity and Swingle Lawn, Tree and Landscape Company as co-presenting sponsors.

The event start time will be moved from 5 p.m. to 5:30 p.m. and the park lighting will kick off the event, rather than the grand finale. Following the park lighting, attendees will be entertained with holiday choirs, Santa interactions, roaming characters, a scavenger hunt and more. Additional details will be coming soon!

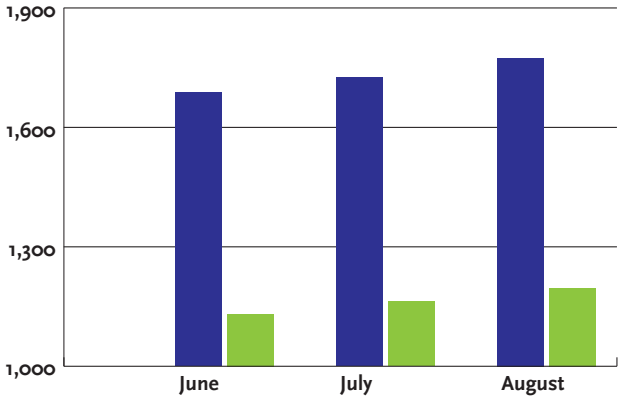
Social Media Corner

Facebook Followers - *Monthly Comparison*



	May	June	July
Town	8,705 +2.9%	8,946 +2.8%	9,255 +3.5%
Parks & Recreation	4,235 +1.1%	4,300 +1.5%	4,498 +4.6%

Twitter Followers - *Monthly Comparison*



	June	July	August
Town	1,663 +2.1%	1,718 +2.7%	1,808 +5.2%
Parks & Recreation	1,137 +1.3%	1,156 +1.6%	1,185 +2.5%

Community Development

Major Administrative Approvals - *August 2016*

Watermark II	11099 Dransfeldt Road

Proposal: Site Plan for a new 294-unit multifamily development on 18.58 acres located north of the existing Target between Dransfeldt Road and Twenty Mile Road.

TRAKiT ID: *SP16-013* ***Approval Date:*** *Aug. 3*

Town of Parker	Cherry Creek and E-470

Proposal: New Town-owned park with an 18-hole disc golf course, 5-acre dog park, trailhead and parking located north of Pine Lane and west of Cherry Creek.

TRAKiT ID: *SP16-026* ***Approval Date:*** *Aug. 22*

Arby's	9831 S. Parker Road

Proposal: Exterior upgrades and improvements to the existing Arby's located on the west side of Parker Road north of Lincoln Avenue.

TRAKiT ID: *SP16-027* ***Approval Date:*** *Aug. 18*

Building Division Statistics - *August 2016*

Single-Family Permits: 27
(180 total in 2016)
$9,028,776 valuation
($65,385,618 total in 2016)

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

Commercial Permits (New): 0
(22 total in 2016)
$0 valuation
($35,510,373 total in 2016)

Commercial Permits (Remodel): 76 ***(458 total in 2016)***
$1,769,774 valuation
($11,870,748 total in 2016)

Other Permits: 205
(1,484 total in 2016)
$1,022,347 valuation
($7,319,928 total in 2016)

Total Permits: 308
(2,144 total in 2016)
$11,820,897 valuation
($120,086,667 total in 2016)

Inspections: 2,554
(18,256 total in 2016)

2016 Total Valuation:
$120,086,667

Comprehensive Planning

New RTD Route 483 Improves Bus Service in Parker!

Did you know that RTD's Route 483 now provides all-day weekday service in Parker to both the Lincoln Light Rail Station and the 9-Mile Station (I-225 and Parker Road)? Bus service to the Lincoln Station is provided every 30 minutes during peak travel times (morning and evening) and every 60 minutes during mid-day hours to the Nine-Mile Station. This additional service provides a significant increase in local and regional transit service for our citizens and confirms our commitment for continuing a strong partnership with RTD.

Parker Road Corridor Plan

The Town and community planning consultant Logan Simpson held Parker Road Corridor Plan public workshops in late August as a part of Phase 1 of this important project. The workshops were well attended by a mix of residents, business owners and commuters who actively participated in a conversation about the desired future character of this corridor. The workshop participants, along with the over 360 online survey participants and the many who have participated through event outreach, will help guide this Parker Road visioning process. All members of the public and business community are encouraged to visit the project website at www.ParkerRoadPlan.com to get the latest updates, ***fill out the online survey #2*** and continue providing comments about the corridor.

Downtown Parking Study

The Town continues to work with consultant Kimley Horn on the development of a downtown parking plan that will provide policy, guidance and options for the efficient management of parking in our downtown area. Kimley Horn and the Town continue to reach out to stakeholders and held a well-attended informational open house in August where additional public input was received. Kimley Horn has also completed a field analysis of actual parking usage, peaks and length of stay for the downtown on a weekday and a Saturday and Sunday. The results of this parking analysis will help guide the resulting recommendations from this Plan. The public and business community are encouraged to visit the project website at www.ParkerOnline.org/ParkingStudy to take a brief online survey.

Development Review - *Project Updates*

Major Active Development Projects

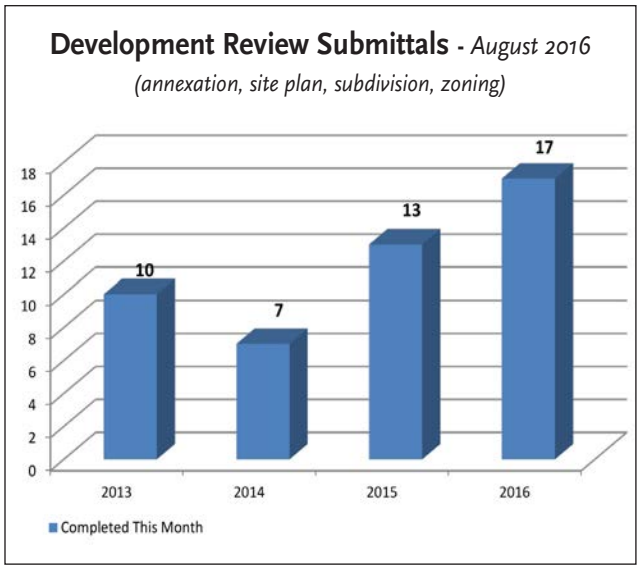
- American Academy – Site Plan
- Blue Mountain Storage - Site Plan
- Burger King Remodel – Site Plan
- Cherrywood Commercial Hotel – Site Plan (**New Project**)
- Cherrywood Commercial West Retail Building – Site Plan (**New Project**)
- Cherrywood Commercial East Retail Building – Site Plan (**New Project**)
- Cottonwood Highlands Filing 2 Final Plat
- Hickory House Addition
- Lot 10 Dransfeldt Place Boat and RV Storage (**New Project**)
- Meadowlark Zoning and Annexation – New Residential
- Olde Town Preliminary Plan – New Residential (**New Project**)
- Parker Hilltop Health Care/Emergency Care Clinic
- Parker Keystone Commercial – Site Plan/Replat
- Parker Taphouse
- Saint John Extended Stay Hotel – Site Plan
- Twenty Mile Gun Range – Site Plan
- Westcreek Multifamily

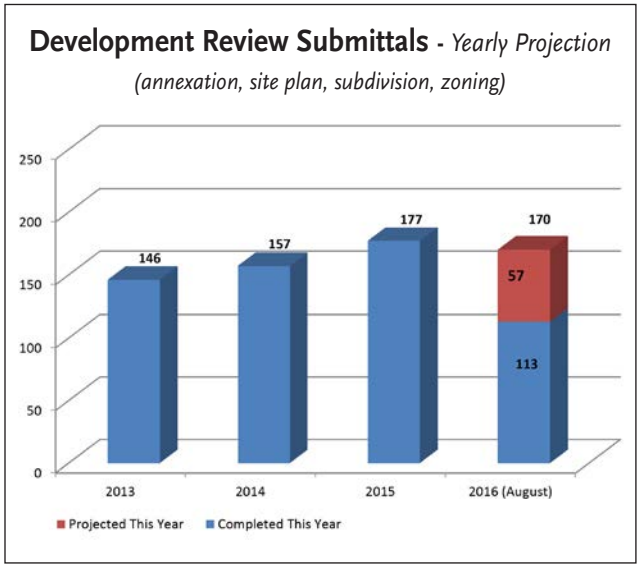
Major Projects Under Construction

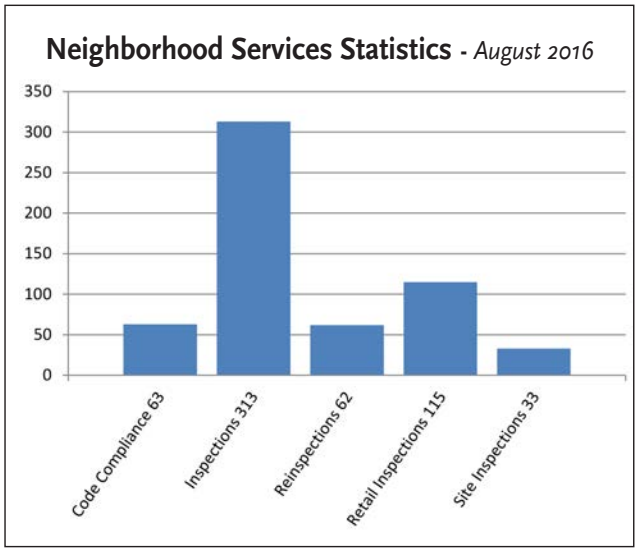
- Advanced Auto – Hess Road and Parker Road
- Assisted Living Facility – Crown Point
- Automotive Service and Sales Phase I – Parker Auto Plaza
- Boondock's Food & Fun Center – Crown Point
- CVS Pharmacy – Stonegate
- Douglas County Library – Mainstreet
- Enclave at Cherry Creek Multi-Family
- Express Wash – Crown Point
- Gander Mountain – Crown Point
- Mini U Storage – Dransfeldt
- Park 64 Multi-Family
- Parker Flats Multi-Family
- Performing Arts Charter School – Compark
- Rehab Center – Compark
- The Schoolhouse Non-Historic Gym Demolition
- Your Storage Center – Polo Business Park
- Vantage Point Multi-Family

Project Focus: Cherrywood Commercial Hotel

Currently under review at the southeast corner of E-470 and Jordan Road is a 59,914-square-foot, 104-room hotel building. The proposed La Quinta hotel will be a four-story building with an exterior using multiple colors of ceramic panels, EIFS and metal accents.







Cultural Department

August Box Office Highlights

- We are thrilled to report that Aug. 1, the first day of individual ticket sales to the general public for Parker Arts' 2016/2017 season, broke all previous one-day sales records in their 5-year history!
- In just one day, Parker Arts grossed $31,772, with a total of 892 seats purchased in 259 separate orders.
- This is more than double the sum collected last year on the first day of non-member sales for the 2015/2016 season, which totaled $14,989 with 161 separate orders.
- This year's sales were spread across 39 separate titles, which speaks well of the diversity of the programming being offered this season.

Top-Selling Shows on Opening Day	
Monty Python's SPAMALOT	139 seats
Disney's Beauty and the Beast	117 seats
Wynonna and The Big Noise *(over 96% sold out as of Aug. 31)*	83 seats
Wayne Brady *(over 68% sold out as of Aug. 31)*	49 seats
The Manhattan Transfer with Take 6 *(over 60% sold out as of Aug. 31)*	42 seats
Cirque Montage	41 seats

Education Update

- Parker Arts and Inspire Creative presented Thoroughly Modern Millie Junior. This new summer offering brought in 46 teen actors and nine teen production crew from Parker, Aurora, Centennial, Englewood, Lone Tree, Highlands Ranch and Denver.
- As of the start of the new school year (Aug. 30), Parker Arts student matinee series are 70 percent sold out with limited seats remaining for school groups.

Operations

- Parker Arts opened its inaugural Plaza Party at the Wine Walk on Aug. 26. The downtown crowd rocked out to the hits of the 90s with the band JV3 and enjoyed the Parker Artist Guild's skillful wine glass painting. A few lucky participants even made their way into Ruth Memorial Chapel for a quick tour and got to ring its historic church bell.
- Be on the lookout for this free public event during Wine Walks next year.

Community Funding

August Membership Report

- Parker Arts brought in $5,100 in memberships for August, setting a new record for the month since the program started in 2014.

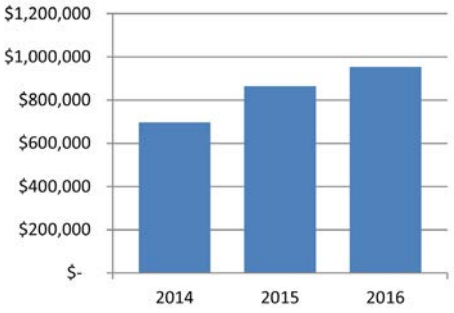
Sponsorships

- Dan Farland, State Farm agent, will be increasing his annual sponsorship to $5,000 and will sponsor the 2016/2017 theater and musical performances at PACE Center and The Schoolhouse.

Grants

- Parker Arts received a 99/100 score on its Colorado Creative Industries grant review. This is an exceptionally high ranking and reviewer comments shared several accolades. This grant application is to renew an annual $10,000 in support for programs.

YTD Ticket Revenue - *as of August 31*



Economic Development

Business Retention

Economic Development staff has conducted 44 formal business retention visits in 2016. Councilmembers have attended 34 percent of these visits.

Employment Trend

Increasing	7	35%
Staying the Same	13	65%
Declining	0	0%

Sales Trend

Increasing	24	80%
Staying the Same	6	20%
Declining	0	0%

Expense Trend

Increasing	2	10.5%
Staying the Same	17	89.5%
Declining	0	0%

Profitability Trend

Increasing	18	72%
Staying the Same	6	24%
Declining	1	4%

Gander Mountain Opens

Gander Mountain celebrated the grand opening of its new Parker location Sept. 15 through 18. The 57,600-square-foot store located at the northeast corner of E-470 and Parker Road is the third Gander Mountain in Colorado, joining existing locations in Aurora and Thornton.

ICSC Western Conference

Town staff attended the Western Conference of the International Council of Shopping Centers to promote Parker and explore opportunities with west coast retailers looking to expand into new markets.

Among others, successful introductions were made with several sports retailers (Sports Authority replacements) and numerous quick-service and specialty restaurants groups.

More than 6,000 retailers, developers and commercial brokers attend the event, and attendance is a significant aspect of meeting the department's goal of regional and national promotion.

Engineering and Public Works

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*

The roadway improvements associated with the project are largely complete. Work is currently focused on streetscaping improvements, including lighting, landscaping, and irrigation. All work is scheduled to be completed in the first half of September, in advance of the Library's anticipated opening on Sept. 24.

Crown Crest Boulevard/Parker Adventist Hospital Traffic Signal

- *Construction of a traffic signal at the Crown Crest Boulevard at Parker Adventist Hospital/Life Time Fitness access intersection.*

The project was competitively bid in August with Town Council award anticipated for September. The traffic signal is anticipated to be operational by the end of 2016.

Cottonwood Drive Widening

- *Widening of Cottonwood Drive between Jordan Road and Cottonwood Way*

The funding for design of this project was appropriated as part of the 2016 budget. Design work has begun. It is anticipated that the design will be completed by late 2016 with construction anticipated for 2017, pending approval of the 2017 budget.

Chambers Road Widening

- *Widening of Chambers Road between Hess Road and Mainstreet*

The roadway construction is underway, including earthwork operations and storm drainage improvements. Bridge construction began in May and the southern portion of the project was paved in August. 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. ▾

Annual Roadway Maintenance Projects

Townwide Concrete Repair

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

The competitive bidding process was completed in April and the contract awarded by Town Council award in May. The contractor on the project began work in late July, and work is anticipated to continue into November.

Roadway Reconstruction

- *Street repairs to various locations in Town*

Construction on the project is underway with the full-time Mainstreet lane reduction to one-lane each direction completed in August. The project also includes concrete pavement maintenance and diamond grinding on Jordan Road and Mainstreet west of Jordan which will continue into September.

Roadway Resurfacing

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

The asphalt mill/overlay and slurry/chip seal portions of the project commenced in June and were substantially completed in July. Pavement marking work and minor contract punchlist work was completed in August.

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*

The competitive bidding of the project was completed in June with Town Council awarding the project on June 20. Construction began in August and will be completed in late 2016.

East-West Trail - Phase III

- *Construction of a multi-use recreational concrete trail between the Motsenbocker/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.

Bradbury Trail

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

Construction is complete.

The Plaza on Main

- *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 in late 2016.

Stroh Soccer Park Parking Lot

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

Construction was completed in August during the off-season at the park and the parking lot opened for use by the public. Minor remaining work is anticipated to completed in early September.

Dog/Disc Golf Park

- *Construction of a combination dog park and disc golf park on Pine Lane west of Cherry Creek*

The project is currently being competitively bid with a bid opening scheduled for Sept. 21 and is tentatively scheduled for Town Council award in October. Pending award by Town Council, the project is scheduled to be complete in the summer of 2017.

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*

This project has reached substantial completion after follow-up activities were finished in August.

Newlin Gulch at East-West Trail

- *Grade-control structure and associated improvements on Newlin Gulch at the East-West Trail crossing*

A contractor has been selected and construction will begin in August. This project will be constructed in conjunction with the East-West Trail Phase II and is anticipated to be complete in the fourth quarter of 2016.

Crown Crest Boulevard Traffic Signal Planned

Following several months of negotiations, the Town has acquired the needed easements to allow for construction of a proposed traffic signal on Crown Crest Boulevard at the access intersection for Parker Adventist Hospital and Life Time Fitness.

Competitive bidding of the project was completed in August and is anticipated to be reviewed/awarded by Town Council in September. If all goes as planned, the traffic signal will be operational by the end of 2016.

Parks and Recreation

Kids' Zone Summer Olympics Camp

- Fourteen participants experienced being Olympians in a variety of sports throughout this weeklong camp. Track and field, basketball and soccer were played along with a few others.
- Participants were taught about Olympic traditions, where they started and what they mean.
- Every little Olympian went home with a gold medal and made their very own Olympic torch to carry with them.

Recreation Center Update

- The Recreation Center has averaged nearly 5,350 drop-in admissions per month so far in 2016, which amounts to about $24,131 in monthly revenue.
- In August, 190 Annual Membership passes were sold, the most in one month during all of 2016.
- The second-highest selling pass was the 10-visit, with 125 sold.

Parker Fieldhouse Day Camp Garden

- The Day Camp program rented a plot at Flat Acres Farm for the spring and summer to teach campers how food makes it from the gardens and farms to our tables.
- Campers learned to prepare soil, plant seeds and care for the various plants by watering, weeding and harvesting the vegetables.
- So far, radishes, leaf lettuce, carrots and pumpkin seeds have been grown, cared for and eaten by participants.
- Next, participants will be shown how to dry out seeds so that they can be planted next spring.
- The garden has been a huge success with participants and has provided an opportunity for hands-on learning and demonstration.
- A big shout out to Assistant Day Camp Director Corey Hamsmith for overseeing this project and making sure the garden was taken care of.

Fitness and Wellness

- 198 kids swam, biked and ran during this annual Kids' TRY-athlon event on Aug. 6. The event continues to be one of Parks and Recreation's most popular.
- 273 participants participated in the annual So Long to Summer race on Aug. 13 at Salisbury Park. 10K, 5 mile, 5K and 1 Mile Family Fun Trek courses were set up for this year's event, offering an option for everyone. The pancakes were a huge hit, as always.
- 81 youth participated in the Speed and Agility Camps/Run Club for Girls.
- 12 Run Club for Girls participants ran the So Long to Summer 5K to complete their first race.

Fieldhouse Maintenance

The Parker Fieldhouse was closed for annual maintenance from Aug. 29 to Sept. 5 for the following:

- Carpet was replaced in the offices and fitness loft. Rubber flooring was installed in the weight area of the fitness loft and gymnasium entry.
- Activity rooms were painted and new TVs and dry erase boards were mounted.
- The artificial turf underwent seam repairs and a thorough grooming, including even infill distribution and disinfection.
- The sport court is now painted with lines for basketball use and received new tiles and lighting.
- Gym floor was resurfaced and new lighting was installed.
- All holds on the climbing wall were stripped and cleaned thoroughly. New routes were set.

Police Department

Media Update

- Commander Chris Peters and Officer Chris Kozuch were live on the Fox 31 and Channel 2 morning shows in August. They were set up in a school zone (see below) and did interviews all morning reminding drivers to slow down in the school zones with school back in session.

- The Christian Science Monitor did a story on body worn camera policies titled, "The Rise of Body Worn Cameras; Who's Doing it Right." The Parker Police were highlighted as scoring the best of the 50 agencies reviewed.

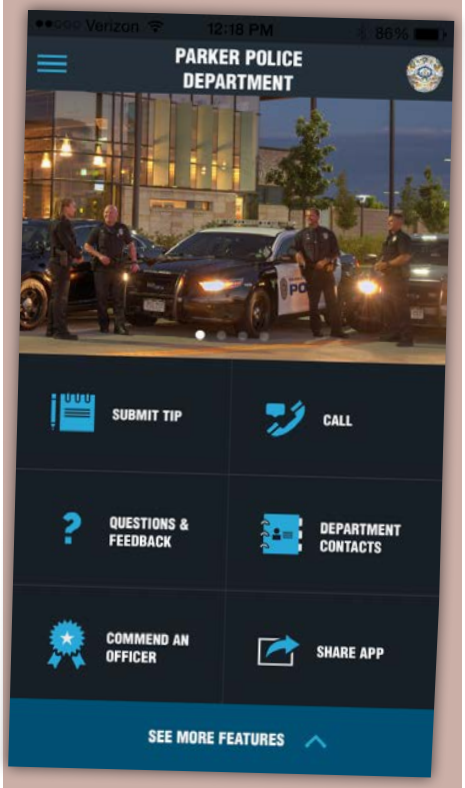
- The Parker Chronicle wrote an article about the national review of Parker PD's body worn camera policy. In addition, a separate article was written on the impact body worn cameras have had on police officers on the street, featuring Officer Dawn Cashman.

- The Town of Parker was named the seventh safest city in Colorado by Protection One Security Solutions. The report was based on the 2014 FBI Uniform Crime Report, which used violent and property crime rates to determine the rankings.

Check Out the New Parker Police App!

The Parker Police Department has launched its new mobile app, MyPD. The app will increase the accessibility and communication with the police department for Parker residents.

Since the launch announcement on social media and in the Talk of the Town newsletter, the app has been downloaded more than 1,000 times.



Parker "Pullice"

The Parker "Pullice" team raised more than $2,600 for the Special Olympics Colorado Plane Pull event. The "Pullice" team was the top law enforcement fundraiser in the competition, led by SOCO Parker Power athlete Amanda Wilson, the top individual fundraiser. The eight-person team pulled the 164,000-pound jet 12 feet in seven seconds.

Y.E.S.S. Instructor Academy Graduate

Student Resource Officer Craig Dvorak graduated from the 2016 Youth Education and Safety in Schools (Y.E.S.S) Instructor Academy. Officer Dvorak will teach 7th and 8th grade classes at both Sierra and Cimarron Middle Schools as part of their health classes. He will also teach an abbreviated version to Cimarron 6th graders and assist with a few 9th grade classes at Cimarron.

Illegal Dumping

On Sept. 5, officers responded to Parker Storage, where they learned that a person had illegally dumped 300 gallons of a chemical sealant in the waterway. The sealant should have been dumped or stored in approved barrels. The EPA is currently working on testing the land.

Major Parker Road Accident

- On Aug. 31, Parker PD wrote a letter to thank all of the residents that stopped to assist with the fatal accident on Parker Road that occurred Aug. 27. There were many people who stopped and assisted the individuals before first responders arrived, as well as individuals who assisted officers and medical personnel when they arrived on scene.
- In addition, PD asked for the public's assistance in locating an individual who assisted commander Doreen Jokerst at the scene. This Facebook post was seen by more than 67,000 people. Commander Jokerst was on Channels 4 and 9 for this story. The individual saw the story on Channel 4 and responded.
- In light of the number of people who witnessed and stopped to assist with this crash, Parker PD also posted tips on its Facebook page on how to emotionally deal with a critical incident. This post was seen by nearly 10,000 people and garnered many favorable comments about the department's concern and caring for the residents of Parker.

Other Updates

- On Sept. 2, Parker Police Officers assisted the Douglas County Sheriff's Office with a suicidal man with a gun. This resulted in several schools, businesses and Parker Adventist Hospital being placed on lockout. DCSO Deputy Dan Brite was critically shot and is still in the ICU recovering. After the suspect went mobile in his RV, he continued to shoot at officers and civilians. The threat was ended after he was fatally shot by a Parker Police Officer on Crown Crest Boulevard.
- Parker Detectives conducted a small liquor compliance check on random liquor license holders within Parker. In total, 10 licensees were checked and two establishments sold alcohol to an underage buyer. PD had one buyer/volunteer at the age of 19 years old.
- Over the Labor Day weekend, Parker PD performed a DUI saturation that resulted in one DUI arrest on Sept. 5. A notification was posted on Facebook Friday afternoon to alert residents of the upcoming saturation.

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

PARKER
COLORADO

ITEM NO: 8A
DATE: 09/19/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: **MEADOWLARK ANNEXATION**

ORDINANCE NO. 2.248 - Second Reading (To be continued to a date uncertain)
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Meadowlark Property Located in Douglas County

☒	PUBLIC HEARING	☐	ORDINANCE FOR 1ST READING	(06/20/2016)
☐	CONTRACT	☒	ORDINANCE FOR 2ND READING	(09/19/2016)
☐	MOTION	☐	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. On June 20, 2016, Town Council approved Ordinance No. 2.248 on first reading as a part of the consent agenda. On July 5, 2016, Town Council moved to continue the public hearing to consider Ordinance No. 2.248 to September 19, 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 zoning review. The Meadowlark property meets the minimum contiguity requirement to be annexed into the Town of Parker.

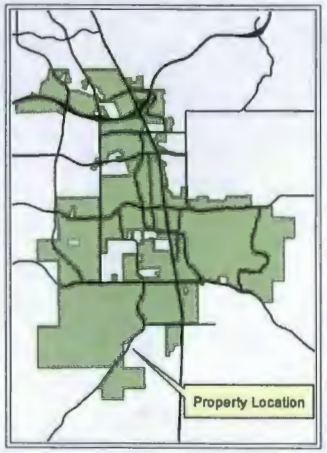
Meritage Homes is requesting a continuance to a date uncertain based on unresolved issues with the Parker Water and Sanitation District and the Cherry Creek Project Water Quality Authority.

RECOMMENDATION:
Staff recommends Town Council continue the public hearing for Ordinance No. 2.248 to a date uncertain with the condition that the applicant re-notice the public hearings as required in Section 13.08.030, Subsections 13.08.030(b) and 13.08.030(d) of the Town of Parker Land Development Ordinance.

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. Annexation Plat
3. Ordinance No. 2.248

RECOMMENDED MOTION:
"I move to continue the public hearing to consider Ordinance No 2.248 to a date uncertain with the condition that the applicant is required to re-notice the public hearings as required in Section 13.08.030, Subsections 13.08.030(b) and 13.08.030(d) of the Town of Parker Land Development Ordinance."



Legend

- Site
- Town Boundary
- Parcels

Unplatted Tract of Land in the northwest quarter of Section 4 Township 7 South, Range 66 West of the 5th Principle Meridian Douglas County, Colorado

Planner: Ryan McGee

TC Date: September 6, 2016 (Zoning Ord. 1st Reading)

PC Date: September 8, 2016

TC Date: September 19, 2016 (Zoning and Annexation Ord. 2nd Reading)

PARKER COLORADO

Meadowlark Property Annexation and Zoning

Attachment 1

LEMON GULCH
ANNEXATION PLAT

LOCATED IN PORTIONS OF SECTION 3 & 4,
TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 1 OF 2

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:

BEGINNING AT THE EAST QUARTER CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 4 AND CONSIDERING THE SOUTH LINE OF SAID NORTHEAST QUARTER TO BEAR SOUTH 89°52'13" WEST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO

THENCE SOUTH 00°08'43" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4 A DISTANCE OF 819 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 THE FOLLOWING TWELVE (12) COURSES

1) SOUTH 89 55'34" WEST A DISTANCE OF 708.72 FEET
2) SOUTH 00°04'26" EAST A DISTANCE OF 491.58 FEET TO A POINT OF CURVATURE:
3) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 28 58'50" A RADIUS OF 470.00 FEET AN ARC LENGTH OF 237 73 FEET AND A CHORD THAT BEARS SOUTH 80°42'51 WEST A DISTANCE OF 235.20 FEET
4) SOUTH 75°12'17" WEST A DISTANCE OF 107.39 FEET TO A POINT OF CURVATURE:
5) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 55°58'50" A RADIUS OF 270.00 FEET AN ARC LENGTH OF 263 85 FEET AND A CHORD THAT BEARS NORTH 78°49'28' WEST A DISTANCE OF 253.30 FEET
6) NORTH 48°30'53' WEST A DISTANCE OF 52.07 FEET TO A POINT OF CURVATURE:
7) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 30°23'23" A RADIUS OF 240 00 FEET, AN ARC LENGTH OF 127 30 FEET AND A CHORD THAT BEARS NORTH 64°02 35' WEST A DISTANCE OF 125.81 FEET
8) NORTH 79°14'18' WEST A DISTANCE OF 509.97 FEET TO A POINT OF CURVATURE:
9) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°49'21" A RADIUS OF 290.00 FEET AN ARC LENGTH OF 59.84 FEET AND A CHORD THAT BEARS NORTH 85°08'56" WEST A DISTANCE OF 59 73 FEET:
10) SOUTH 88°58'23' WEST A DISTANCE OF 151 71 FEET TO A POINT OF CURVATURE.
11) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 34°02'35" A RADIUS OF 458.00 FEET AN ARC LENGTH OF 273.32 FEET AND A CHORD THAT BEARS NORTH 74°02'20' WEST A DISTANCE OF 269.31 FEET
12) NORTH 57°01'02" WEST A DISTANCE OF 2.35 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CROWFOOT VALLEY ROAD ACCORDING TO THE HESS RANCH ANNEXATION PLAT RECORDED AT RECEPTION NO 2003146584 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF CROWFOOT VALLEY ROAD THE FOLLOWING TEN (10) COURSES:

1) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 04°25'42" A RADIUS OF 3,880.00 FEET AN ARC LENGTH OF 299.87 FEET AND A CHORD THAT BEARS NORTH 34°28'16 EAST A DISTANCE OF 299.80 FEET
2) NORTH 28°46'02" EAST A DISTANCE OF 253 75 FEET TO A POINT OF CURVATURE:
3) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02°34'34" A RADIUS OF 3,873.00 FEET AN ARC LENGTH OF 174 14 FEET AND A CHORD THAT BEARS NORTH 27°13'04 EAST A DISTANCE OF 174.12 FEET
4) NORTH 25°55'47" EAST A DISTANCE OF 361.28 FEET
5) NORTH 33°00'44" EAST A DISTANCE OF 11.59 FEET
6) NORTH 85°11 12" EAST A DISTANCE OF 309 68 FEET
7) NORTH 25°55'40" EAST A DISTANCE OF 55.93 FEET,
8) SOUTH 84°04 14" EAST A DISTANCE OF 5.00 FEET
9) NORTH 25°55'47" EAST A DISTANCE OF 403.02 FEET TO A POINT OF CURVATURE
3) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04 12'19' A RADIUS OF 800.00 FEET AN ARC LENGTH OF 58.05 FEET AND A CHORD THAT BEARS NORTH 28°13'59" EAST A DISTANCE OF 58.04 FEET TO A POINT ON THE BOUNDARY OF THAT PROPERTY DESCRIBED IN BOOK 819 AT PAGE 717 AND BOOK 819 AT PAGE 719 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER,

THENCE ALONG THE BOUNDARY OF SAID PROPERTY THE FOLLOWING THREE (3) COURSES

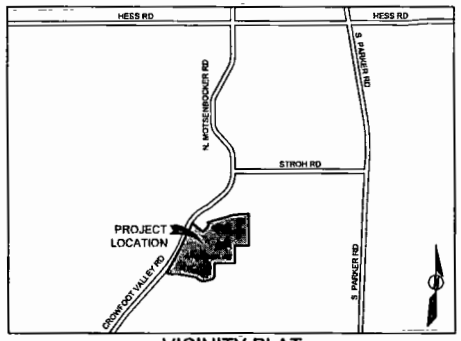
1) SOUTH 50°36'41" EAST A DISTANCE OF 490.97 FEET
2) NORTH 39°23'19" EAST A DISTANCE OF 345.29 FEET
3) NORTH 39°38 41" WEST A DISTANCE OF 87 48 FEET TO A POINT ON THE BOUNDARY OF THAT PROPERTY DESCRIBED IN BOOK 638 AT PAGE 853 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER

THENCE ALONG THE BOUNDARY OF SAID PROPERTY THE FOLLOWING TWO (2) COURSES

1) NORTH 73°12'45" EAST A DISTANCE OF 913.51 FEET;
2) NORTH 83 28'25" EAST A DISTANCE OF 460 79 FEET TO THE SOUTHWEST CORNER OF THAT PROPERTY DESCRIBED AT RECEPTION NO 2004124024 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER

THENCE NORTH 89°3 1'08" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID PROPERTY A DISTANCE OF 118 41 FEET TO THE NORTHWEST CORNER OF THAT PROPERTY DESCRIBED AT RECEPTION NO 2003143247 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER
THENCE SOUTH 00°03'58" EAST ALONG THE WESTERLY BOUNDARY OF SAID PROPERTY A DISTANCE OF 1 117 73 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 3
THENCE SOUTH 89°50'53" WEST ALONG SAID SECTION LINE A DISTANCE OF 507.86 FEET TO THE POINT OF BEGINNING

SAID PARCEL CONTAINS 3 958,308 SQUARE FEET OR 90 87 ACRES MORE OR LESS



VICINITY PLAT
SCALE 1"=2000'

NOTES:

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508 C.R.S

3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY JANSEN STRAWN CONSULTING ENGINEERS INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD JANSEN STRAWN CONSULTING ENGINEERS INC. RELIED UPON FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT NO NCS-720576-CO EFFECTIVE DATE JUNE 4 2015 AT 5:00 P.M.

4. THIS ANNEXATION PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.

5. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 4 TOWNSHIP 7 SOUTH RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS STATE OF COLORADO ASSUMED TO BEAR SOUTH 89°52'13" WEST AND IS MONUMENTED AS SHOWN HEREON.

6. THE LINEAL UNIT USED IN THE PREPARATION OF THIS ANNEXATION PLAT IS THE UNITED STATES SURVEY FOOT AS DEFINED BY THE U.S. NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION'S NATIONAL GEODETIC SURVEY.

CONTIGUOUS SUMMARY TABLE

TOTAL PERIMETER.	9 807 72 FEET
CONTIGUOUS PERIMETER TO PRESENT PARKER TOWN LIMITS	1 960.28 FEET
PERCENT CONTIGUOUS (STATE LAW REQUIRES A MINIMUM 1/6 (16.66%) CONTIGUITY WITH EXISTING TOWN BOUNDARY):	20.40%
1/6 PERIMETER	1,601 29 FEET

OWNER CERTIFICATE

CHERRY CREEK PROJECT WATER AUTHORITY

BY _____

TITLE _____

ATTEST

_____

SECRETARY

SUBSCRIBED AND SWORN TO BEFORE ME THIS ___ DAY OF _____ 20___ A.D.

BY _____ (NAME PRINTED)

WITNESS MY HAND AND OFFICIAL SEAL.

_____

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

SHEET INDEX

1 COVER SHEET
2 ANNEXATION PLAT

SURVEYOR'S CERTIFICATION

I THOMAS D STAAB A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THIS ANNEXATION PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAT ACCURATELY DELINEATES THE PARCEL OF LAND TO BE ANNEXED TO THE TOWN OF PARKER COLORADO AND THAT AT LEAST ONE SIXTH (1/6) OF THE BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT TOWN OF PARKER, COUNTY OF DOUGLAS STATE OF COLORADO

_____

THOMAS D STAAB PLS
COLORADO PLS NO. 25965
FOR AND ON BEHALF OF
JANSEN STRAWN CONSULTING ENGINEERS INC

TOWN COUNCIL CERTIFICATE

THIS PLAT WAS APPROVED BY THE TOWN COUNCIL AND/OR WHERE APPLICABLE, THE PLANNING DIRECTOR AND PUBLIC WORKS DIRECTOR OF THE TOWN OF PARKER COLORADO ON THE ___ DAY OF _____, 20___ FOR FILING. THE DEDICATIONS ARE HEREBY ACCEPTED

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES PAVING GRADING CURBS GUTTER SIDEWALKS ROAD LIGHTING ROAD SIGNS FLOOD PROTECTION DEVICES DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF PARKER THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED AND AFTER THE WARRANTY PERIOD IN ACCORDANCE WITH TOWN REGULATIONS.

THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SOIL CONDITIONS SUBSURFACE GEOLOGY GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED

_____

MAYOR TOWN OF PARKER

ATTEST: _____

TOWN CLERK

CLERK AND RECORDER CERTIFICATE

STATE OF COLORADO)
) SS
COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ___ DAY OF _____ 20___ A.D. AT _____ A.M./P.M. AND WAS RECORDED AT RECEPTION NUMBER _____

_____

COUNTY CLERK AND RECORDER

ENGINEER / SURVEYOR

JANSEN STRAWN
CONSULTING ENGINEERS
45 WEST 2ND AVENUE
DENVER, CO 80223
P.303.561.3333
F.303.561.3339

LEMON GULCH ANNEXATION PLAT	
Scale N/A	
Date JUNE 24, 2015	
Job No. 15030	
Sheet 1 of 2	

No.	Revisions	Date	By

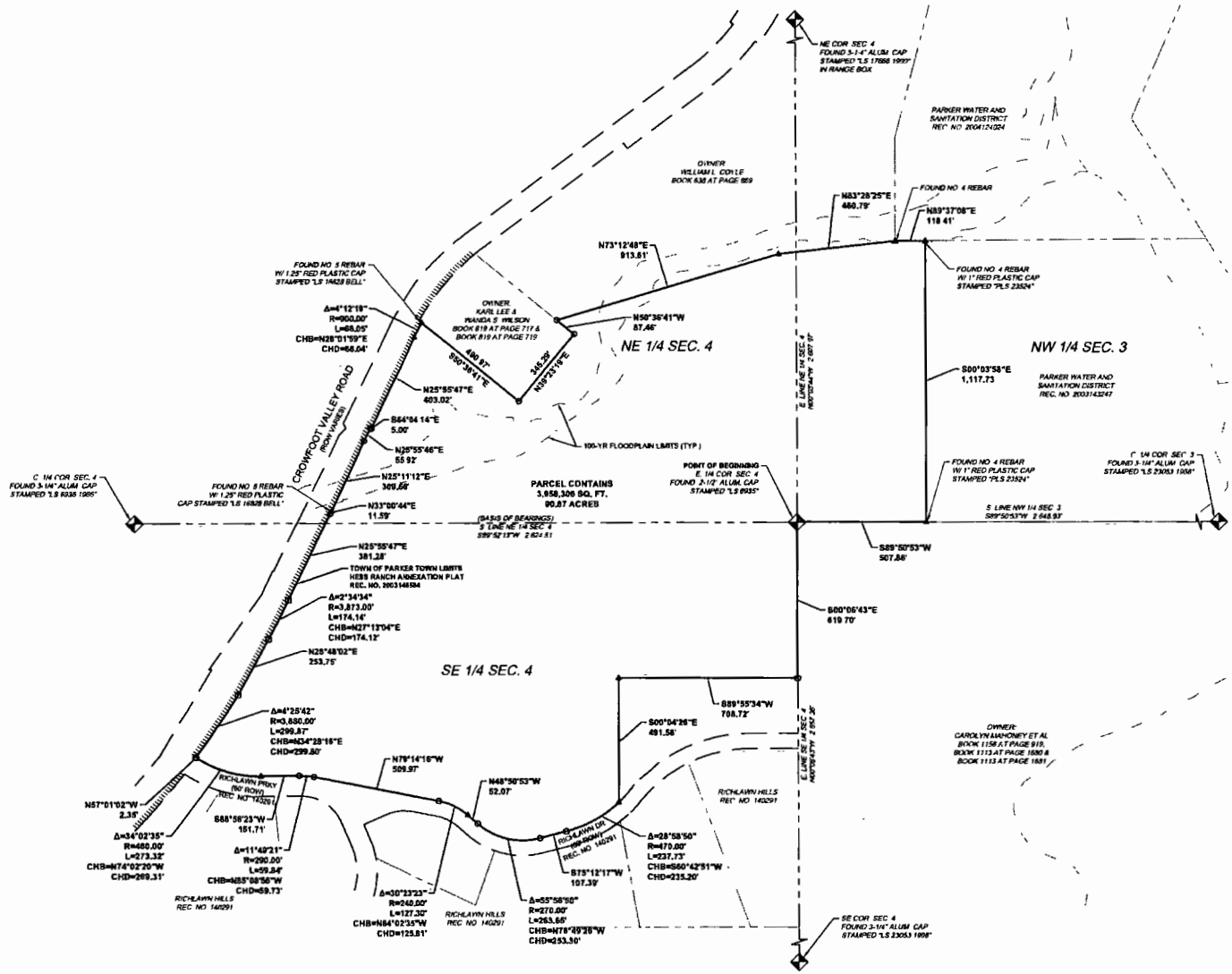
Designed By: BI | Checked By: TS

Attachment 2

MEADOWLARK

ANNEXATION PLAT

LOCATED IN PORTIONS OF SECTION 3 & 4,
TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 2 OF 2



LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- RIGHT-OF-WAY LINE
- SECTION LINE
- 100-YR FLOODPLAIN LIMITS
- CURRENT TOWN LIMITS OF THE TOWN OF PARKER
- SECTION CORNER AS NOTED
- FOUND NO 4 REBAR W/ 1" YELLOW PLASTIC CAP PLS 25968
- FOUND NO 5 REBAR W/ 1.25" RED PLASTIC CAP LS 6935
- FOUND NO 5 REBAR W/ 1.25" YELLOW PLASTIC CAP LS 17666
- FOUND NO 5 REBAR UNLESS OTHERWISE NOTED

SCALE: 1" = 200'
ORIGINAL GRAPHIC SCALE

MEADOWLARK
ANNEXATION PLAT
Scale: 1" = 200'
Date: DECEMBER 1, 2015
Job No.: 15030
Sheet 2 of 2

ENGINEER / SURVEYOR

JANSEN STRAWN
CONSULTING ENGINEERS
45 WEST 2ND AVENUE
DENVER, CO 80223
P 303.561.3333
F 303.561.3339

No.	Revisions	Date	By

Designed By: IH | Checked By: TS

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

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;

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;

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 THERE FROM 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.

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

PARKER
COLORADO

ITEM NO: 8B
DATE: 09/19/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: **COMPARK VILLAGE SOUTH FILING 1** **(Continued from 9/6/16)**

(1) Minor Development Plat

(2) Subdivision Improvement Agreement

☒	PUBLIC HEARING	☐	ORDINANCE FOR 1ST READING
☐	CONTRACT	☐	ORDINANCE FOR 2ND READING
☒	MOTION	☐	RESOLUTION

John Fussa, Community Development Director **G. Randolph Young, Town Administrator**

ISSUE:
The applicant 470 Compark LLC seeks approval of a Minor Development Plat (MDP) to subdivide the 150.1 acres comprising the Compark Village South property into right-of-way for Belford Avenue and a series of twelve tracts.

PRIOR ACTION:
The Compark Village South property was annexed to the Town and incorporated into the existing Compark Village Planned Development in January, 2015. The Compark Village South Filing 1 Minor Development Plat was continued by Town Council on September 6, 2016.

FUNDING/BUDGET IMPACT:
None

BACKGROUND:
The primary purpose of this MDP is to establish the right-of-way and alignment for Belford Avenue. This MDP also plats the balance of the Compark Village South property into twelve tracts. Five of these twelve tracts (A, C, D, G and H) will be re-subdivided in the future into developable parcels with lots of legal record. The remaining seven tracts are dedicated by the plat for community separation landscape buffers and drainage/detention pond areas.

All construction access to develop the site including building Belford Avenue and construction of the regional detention ponds and trails will come from Peoria Street crossing the intervening Airpark 320 property in unincorporated Douglas County to the west. No construction access from the internal streets within Grandview Estates will be permitted. The only exception is that access for the purposes of asbestos abatement and demolition of the existing structures on the subject property that is proposed to come from streets within Grandview Estates must receive approval from Douglas County or utilize the same access from Peoria Street.

RECOMMENDATION:

Staff recommends that Town Council approve the Compark Village South Filing 1 Minor Development Plat subject to the Town's Land Development Ordinance and the three conditions contained in the staff report. Staff also recommends Town Council approve the Subdivision Improvement Agreement for Compark Village South Filing 1 Minor Development. The Planning Commission recommended Town Council approve the Filing 1 Minor Development Plan on August 25, 2016.

PREPARED/REVIEWED BY:

Patrick Mulready, Senior Planner; Bryce Matthews, Planning Manager; John Fussa, Community Development Director

ATTACHMENTS:

1. Vicinity Map
2. Minor Development Plat Exhibit
3. Park/Facilities Master Plan Exhibit
4. Planning Commission Staff Report and Referral Agency Comments
5. Subdivision Improvement Agreement

RECOMMENDED MOTION:

(1) "I move to approve, based upon staff findings, with the following conditions contained in the staff report.

1. The final drainage report and construction plans must be corrected to address the comments issued by the Town's Engineering Department on July 15, 2016, prior to the issuance of a grading permit.
2. The applicant must demonstrate compliance with the requests made by Centennial Airport in their comments dated July 21, 2016 as a condition of Probationary Acceptance.
3. All access to the subject property for the purposes of building the public improvements described within Compark Village South Filing 1 Minor Development Plat will come from Peoria Street to the west. Any access for the purposes of asbestos abatement and demolition of the existing structures on the subject property which is proposed to come from streets within Grandview Estates must receive approval from Douglas County or utilize the same access from Peoria Street."

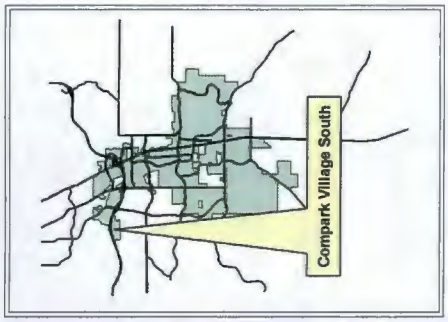
(2) "I move to approve, based upon staff findings the Compark Village South Filing 1 Subdivision Improvement Agreement"

Town of Parker COLORADO™

Compark Village South Filing 1

Public Hearings:
Minor Development Plat

Attachment 1



Legend
- Town Boundary
- Site
- Roads

Narrative:
Applicant seeks to plat the Compark Village South property to create the Right of Way for Belford Avenue, and establish the internal land use areas as unbuildable tracts to be replatted in the future.
.

Planner: Patrick Mulready
Hearing Schedules:

Planning Commission:
August 25, 2016

Town Council:
September 6, 2016

COMPARK VILLAGE SOUTH FILING NO. 1

MINOR DEVELOPMENT PLAT

PLANNING AREAS 13-18 (COMPARK VILLAGE PD - FOURTH AMENDMENT)

PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
12 TRACTS - 150 119 ACRES

SHEET INDEX

SHEET 1 COVER SHEET, LEGAL DESCRIPTION, NOTES & CERTIFICATES
SHEET 2: OVERALL BOUNDARY
SHEETS 3-4 DETAILED DESIGN SHEET

LEGAL DESCRIPTION

PART OF LOTS 19 AND 20, ALL OF LOTS 21, 22, AND 23, AND THAT 40-FOOT RIGHT OF WAY, GREEN ACRES SUBDIVISION RECORDED IN BOOK 1152 AT PAGE 883, AT RECEPTION NO 105760 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER TOGETHER WITH PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 6 AND CONSIDERING THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6 TO BEAR NORTH 00°30'14" WEST, AND MONUMENTED AS SHOWN HEREON, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO

THENCE NORTH 00°30'14" WEST ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER A DISTANCE 1216 44 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 AS DESCRIBED IN BOOK 902 AT PAGE 573 AND AT BOOK 902 AT PAGE 576 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TEN (10) COURSES.

1) NORTH 72°48'01" EAST A DISTANCE OF 328.41 FEET,
2) NORTH 73°02'20" EAST A DISTANCE OF 596 76 FEET,
3) NORTH 77°03'02" EAST A DISTANCE OF 576 89 FEET,
4) NORTH 83°04'45" EAST A DISTANCE OF 573.61 FEET,
5) NORTH 85°05'07" EAST A DISTANCE OF 380.93 FEET,
6) NORTH 86°06'18" EAST A DISTANCE OF 574 74 FEET,
7) SOUTH 87°52'51" EAST A DISTANCE OF 578.89 FEET,
8) SOUTH 81°41'15" EAST A DISTANCE OF 612.23 FEET
9) SOUTH 72°31'23" EAST A DISTANCE OF 371 41 FEET TO A POINT ON A CURVE,
10) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10°57'27" A RADIUS OF 3005 03 FEET, AN ARC LENGTH OF 574.70 FEET, THE CHORD OF WHICH BEARS SOUTH 67°01'44" EAST, A DISTANCE OF 573 82 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO 2010056842 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND THE FOLLOWING NINE (9) COURSES.

1) SOUTH 21°58'14" WEST A DISTANCE OF 91 83 FEET TO A POINT OF CURVATURE,
2) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 43°58'01", A RADIUS OF 200 00 FEET AND AN ARC LENGTH OF 153 47 FEET, THE CHORD OF WHICH BEARS SOUTH 43°55'15" WEST, A DISTANCE OF 149 74 FEET
3) SOUTH 65°54'15" WEST, A DISTANCE OF 75.57 FEET TO A POINT OF CURVATURE,
4) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 24°33'38", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 85.73 FEET, THE CHORD OF WHICH BEARS SOUTH 78°11'04" WEST A DISTANCE OF 85.08 FEET,
5) NORTH 89°32'07" WEST A DISTANCE OF 9.07 FEET TO A POINT OF CURVATURE,
6) ALONG THE ARC OF A CURVE TO THE THE LEFT HAVING A CENTRAL ANGLE OF 12°58'47", A RADIUS OF 200 00 FEET AND AN ARC LENGTH OF 45.19 FEET THE CHORD OF WHICH BEARS SOUTH 83°59'30" WEST, A DISTANCE OF 45.10 FEET,
7) SOUTH 77°31'06" WEST A DISTANCE OF 135.79 FEET TO A POINT OF CURVATURE,
8) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09°27'04" A RADIUS OF 500.00 FEET AND AN ARC LENGTH OF 82.48 FEET, THE CHORD OF WHICH BEARS SOUTH 82°14'38" WEST, A DISTANCE OF 82.38 FEET
9) SOUTH 86°58'10" WEST, A DISTANCE OF 149 52 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2010056677 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL OF LAND THE FOLLOWING THIRTEEN (13) COURSES.

1) SOUTH 86°58'10" WEST, A DISTANCE OF 158.57 FEET TO A POINT OF CURVATURE,
2) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 33°25'14", A RADIUS OF 200 00 FEET AND AN ARC LENGTH OF 116 66 FEET THE CHORD OF WHICH BEARS SOUTH 70°15'33" WEST, A DISTANCE OF 115.01 FEET,
3) SOUTH 53°32'56" WEST, A DISTANCE OF 294 75 FEET TO A POINT OF CURVATURE,
4) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 94°27'12", A RADIUS OF 125.00 FEET AND AN ARC LENGTH OF 206.07 FEET, THE CHORD OF WHICH BEARS SOUTH 06°19'20" WEST A DISTANCE OF 183.51 FEET,
5) SOUTH 40°54'16" EAST, A DISTANCE OF 251 99 FEET TO A POINT OF CURVATURE,
6) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23°16'42", A RADIUS OF 50 00 FEET AND AN ARC LENGTH OF 20.31 FEET THE CHORD OF WHICH BEARS SOUTH 52°32'37" EAST A DISTANCE OF 20 17 FEET
7) SOUTH 64°10'58" EAST, A DISTANCE OF 23.43 FEET TO A POINT OF CURVATURE,
8) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 43°29'20" A RADIUS OF 50 00 FEET AND AN ARC LENGTH OF 37.95 FEET, THE CHORD OF WHICH BEARS SOUTH 42°26'18" EAST A DISTANCE OF 37 05 FEET
9) SOUTH 20°41'38" EAST, A DISTANCE OF 39 38 FEET TO A POINT OF CURVATURE,
10) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°09'03", A RADIUS OF 100.00 FEET AND AN ARC LENGTH OF 35.17 FEET THE CHORD OF WHICH BEARS SOUTH 10°38'24" EAST, A DISTANCE OF 34 99 FEET
11) SOUTH 00°32'10" EAST, A DISTANCE OF 40 51 FEET TO A POINT OF CURVATURE,
12) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 47°17'03", A RADIUS OF 100 00 FEET AND AN ARC LENGTH OF 82.53 FEET, THE CHORD OF WHICH BEARS SOUTH 23°06'21" WEST, A DISTANCE OF 80.20 FEET,
13) SOUTH 46°44'52" WEST A DISTANCE OF 59 24 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6,

THENCE SOUTH 87°49'19" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1548.96 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THAT RIGHT-OF-WAY PARCEL DESCRIBED IN BOOK 195 AT PAGE 510 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER,

THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING THREE (3) COURSES.

1) NORTH 00°17'01" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 30.03 FEET
2) SOUTH 87°55'04" WEST ALONG A LINE THIRTY FEET NORTHERLY DISTANT WHEN MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 626 87 FEET,
3) SOUTH 00°42'41" WEST A DISTANCE OF 30 04 FEET TO A POINT ON SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6,

THENCE SOUTH 87°55'04" WEST, ALONG SAID SOUTH LINE A DISTANCE OF 709 76 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6

THENCE SOUTH 87°55'04" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 6 A DISTANCE OF 1085 67 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 6,539,184 SQUARE FEET OR 150.119 ACRES, MORE OR LESS.

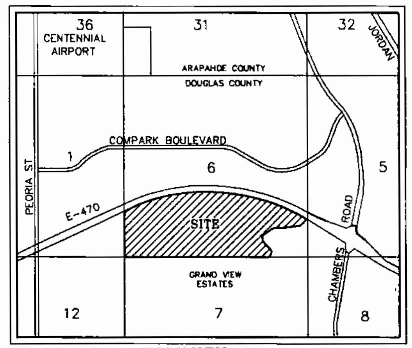
DEDICATION STATEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO TEN TRACTS, ONE STREET AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF COMPARK VILLAGE SOUTH FILING NO. 1

THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE AS AMENDED; AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE AS AMENDED, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S)

ALL PUBLIC STREETS AND RIGHTS-OF-WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE ABSOLUTE FOR PUBLIC USES AND PURPOSES. DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED

THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SITE DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S).



VICINITY MAP

(NOT TO SCALE)

TITLE VERIFICATION

WE FIDELITY NATIONAL TITLE INSURANCE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT FOR TAXES FOR THE YEAR ________ AND SUBSEQUENT YEARS, EXCEPT FOR ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS OF WAY OF RECORD, AS SHOWN ON FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO F231491, EFFECTIVE DATE JULY 16, 2015 AT 7 30 A M

DATE ________________ COMPANY NAME ______________________________

SATE OF COLORADO)
) SS
COUNTY OF ____________)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ______ DAY OF ______________ 20___

BY ____ OF ____

WITNESS MY HAND AND OFFICIAL SEAL MY COMMISSION EXPIRES ____________________

______________________________ ______________________________
NOTARY PUBLIC ADDRESS

PLANNING COMMISSION

THIS MINOR DEVELOPMENT PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON ______________________________

____
PLANNING DIRECTOR ON BEHALF OF THE PLANNING COMMISSION

ACKNOWLEDGEMENT

THE UNDERSIGNED BEING ALL THE OWNERS, MORTGAGEES BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HEREBY ACKNOWLEDGE THAT ANY SUBDIVISION APPROVAL OBTAINED BY THE TOWN OF PARKER DOES NOT OBVIATE SAID UNDERSIGNED'S NEED OR RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT OF 1973, 16U S.C. 1§ 531, et seq., AS AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

OWNER

OWNER- 470 COMPARK LLC, A COLORADO LIMITED LIABILITY COMPANY

BY ______________________________ ATTEST ______________________________
NAME ____________ NAME ____________
TITLE PRESIDENT TITLE SECRETARY/TREASURER

SATE OF COLORADO)
) SS
COUNTY OF ____________)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF ______________, 20___, BY ______________, AS PRESIDENT AND ______________ AS SECRETARY/TREASURER OF 470 COMPARK LLC A COLORADO LIMITED LIABILITY COMPANY

WITNESS MY HAND AND OFFICIAL SEAL MY COMMISSION EXPIRES ____________________

______________________________ ______________________________
NOTARY PUBLIC ADDRESS

SURVEYOR'S CERTIFICATION

I BRIAN J. PFOHL, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON AUGUST 3, 2015, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1 50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON JUNE 28, 2016.

BRIAN J. PFOHL
COLORADO PLS NO. 38445
FOR AND ON BEHALF OF MANHARD CONSULTING
8008 E. ARAPAHOE COURT SUITE 110
CENTENNIAL, COLORADO 80112
(303) 708-0500

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR 38445

NOTES

1 NOTICE. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON

2 ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C R S.

3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MANHARD CONSULTING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, MANHARD CONSULTING RELIED UPON THE TITLE COMMITMENT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. F231491 WITH AN EFFECTIVE DATE OF JULY 16, 2015 AT 7:30 AM

4 THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITY(S) NAMED IN THE CERTIFICATE HEREON SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON(S) OR ENTITY(S) WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON(S) OR ENTITY(S)

5. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY

6. BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR NORTH 00°30'14" WEST BETWEEN THE FOUND MONUMENTS AS SHOWN AND DESCRIBED HEREON

7 FLOODPLAIN: A PORTION OF THE SURVEYED PROPERTY IS LOCATED WITHIN FLOODWAY AREA IN ZONE AE, SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WHERE BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED AND WHERE THE FLOODWAY OF THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS, A PORTION OF THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE A, SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WHERE NO BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED A PORTION OF THE SURVEYED PROPERTY IS LOCATED IN ZONE X, OTHER FLOOD AREAS OF 0 2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD; A PORTION OF THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE X, OTHER AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAPS (FIRM) - MAP NUMBERS 08035C0062G AND 08035C0066G, BOTH WITH AN EFFECTIVE DATE OF OF MARCH 16 2016.

8. TRACT C WILL NOT BE REPLATTED FOR DEVELOPMENT UNTIL A LOMR HAS BEEN COMPLETED REMOVING THE TRACT FROM THE FLOODPLAIN.

9 A REGIONAL STORM WATER DETENTION AND WATER QUALITY POND FOR THE BENEFIT OF ALL TRACTS, WILL BE CONSTRUCTED ON TRACTS B AND J. A BLANKET DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE TOWN OF PARER OVER AND ACROSS TRACTS B AND J, FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORMWATER MANAGEMENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, RIP RAP, DETENTION BASINS, FOREBAYS, MICROPOOLS, AND WATER QUALITY FACILITIES IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.

10 TRACTS A, C, G AND H ARE HEREBY ESTABLISHED AS PARCELS TO BE REPLATTED IN THE FUTURE INTO BUILDABLE LOTS. AT SUCH TIME AS A REPLAT IS APPROVED FOR THESE TRACTS, PUBLIC IMPROVEMENTS ASSOCIATED WITH THE RESULTING LOTS WILL BE DETERMINED BY A SIGNED AND FINANCIALLY SECURED SUBDIVISION IMPROVEMENT AGREEMENT (SIA) WITH EACH REPLAT APPLICATION NO PORTION OF THE TRACTS SHALL BE DEVELOPED, INCLUDING BUT NOT LIMITED TO STAKING, EARTHWORK, OVERLOT GRADING OR THE ERECTION OF ANY STRUCTURE, TEMPORARY OR OTHERWISE, UNTIL SITE PLAN APPROVAL IS OBTAINED

11 AFTER RECORDING THIS PLAT, OWNERSHIP OF TRACTS B, D AND E ARE TO BE CONVEYED SEPARATELY BY A SPECIAL WARRANTY DEED TO BELFORD NORTH METROPOLITAN DISTRICT

12 AFTER RECORDING THIS PLAT, OWNERSHIP OF TRACTS F, I, J AND K ARE TO BE CONVEYED SEPARATELY BY A SPECIAL WARRANTY DEED TO BELFORD SOUTH METROPOLITAN DISTRICT

13 AFTER RECORDING THIS PLAT, OWNERSHIP OF TRACT L IS TO BE CONVEYED SEPARATELY BY A SPECIAL WARRANTY DEED TO DOUGLAS COUNTY

14 THE PRIVATE DETENTION FACILITIES PROPOSED IN THE ASSOCIATED CONSTRUCTION PLANS WILL BE THE MAINTENANCE RESPONSIBILITY OF THE PROPERTY OWNER AND MUST BE MAINTAINED ACCORDING TO "STORMWATER MANAGEMENT FACILITY OPERATION AND MAINTENANCE MANUAL" THE TOWN OF PARKER WILL BE NOT RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THIS FACILITY"

15 470 COMPARK LLC SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL AREAS OF RIGHT-OF-WAY DEDICATED BY THIS PLAT UNTIL THE ROADWAYS LOCATED WITHIN THEM HAVE BEEN CONSTRUCTED AND ACCEPTED BY THE TOWN OF PARKER

APPROVAL OF TOWN COUNCIL

THIS PLAT IS HEREBY APPROVED BY THE TOWN COUNCIL AND/OR, WHERE APPLICABLE, THE PLANNING DIRECTOR AND PUBLIC WORKS DIRECTOR OF THE TOWN OF PARKER, COLORADO, ON THE ______ DAY OF ______________, 20___, FOR FILING IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER THE DEDICATIONS ARE HEREBY ACCEPTED

FIRST STREET IS HEREWITH AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER COLORADO, FOR FILING IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE GREEN ACRES SUBDIVISION PLAT RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, RECEPTION NO 105460

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, CURBS, GUTTER, SIDEWALKS, ROAD LIGHTING ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF PARKER. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED, AND AFTER THE WARRANTY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS.

THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED

______________________________ ATTEST ______________________________
MAYOR, TOWN OF PARKER TOWN CLERK

CLERK & RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF DOUGLAS COUNTY COLORADO ON THE _____ DAY OF ____________ 20___ AT __________ O'CLOCK ____M

RECEPTION NO ______________________

BY ______________________
DEPUTY

BY ______________________
COUNTY CLERK AND RECORDER

Manhard CONSULTING LTD

COMPARK VILLAGE SOUTH FILING NO.1
TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO
MINOR DEVELOPMENT PLAT

DATE 11/23/15
SCALE N/A
SHEET 1 OF 4
00CLOPKC3.03

Attachment 2

COMPARK VILLAGE SOUTH FILING NO. 1

MINOR DEVELOPMENT PLAT

PLANNING AREAS 13–18 (COMPARK VILLAGE PD – FOURTH AMENDMENT)

PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

12 TRACTS – 150 119 ACRES

GRAPHIC SCALE

(IN FEET)
1 inch = 800 ft.

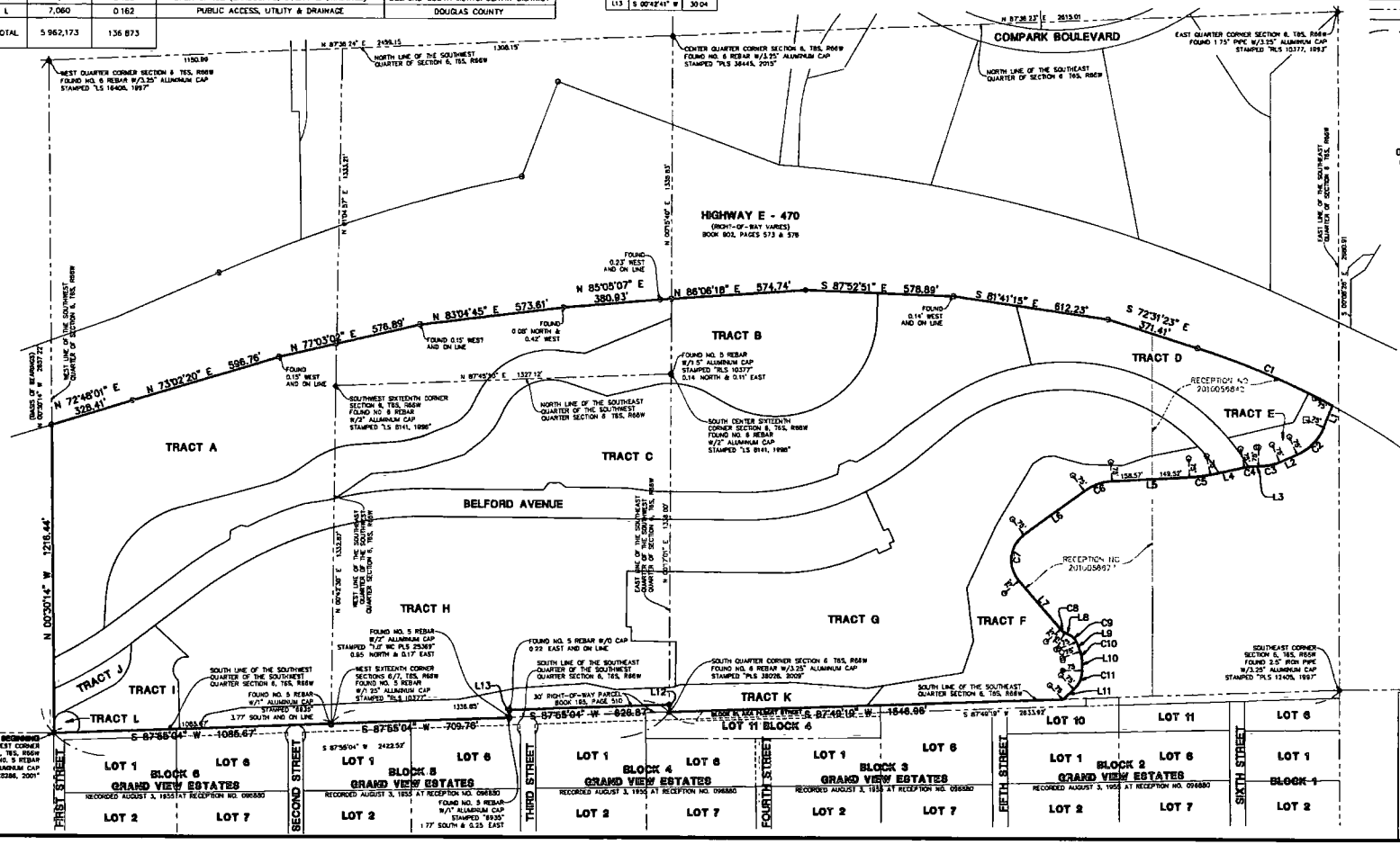
N

TRACT SUMMARY TABLE				
TRACT	AREA (S.F.)	AREA (AC.)	USAGE	OWNERSHIP
A	989,570	22.718	FUTURE DEVELOPMENT	470 COMPARK, LLC
B	728,063	16.714	DETENTION POND (LANDSCAPE, UTILITY & DRAINAGE)	BELFORD NORTH METROPOLITAN DISTRICT
C	835,868	19.189	FUTURE DEVELOPMENT	470 COMPARK, LLC
D	229,595	5.271	OPEN SPACE (LANDSCAPE, TRAIL, UTILITY & DRAINAGE)	BELFORD NORTH METROPOLITAN DISTRICT
E	52,423	1.203	OPEN SPACE (LANDSCAPE UTILITY & DRAINAGE)	BELFORD NORTH METROPOLITAN DISTRICT
F	339,128	7.785	OPEN SPACE (LANDSCAPE, UTILITY & DRAINAGE)	BELFORD SOUTH METROPOLITAN DISTRICT
G	988,300	22.688	FUTURE DEVELOPMENT	470 COMPARK, LLC
H	1,431,883	32.872	FUTURE DEVELOPMENT	470 COMPARK, LLC
I	104,809	2.406	DRAINAGE (LANDSCAPE, UTILITY & DRAINAGE)	BELFORD SOUTH METROPOLITAN DISTRICT
J	32,068	0.736	OPEN SPACE (LANDSCAPE UTILITY & DRAINAGE)	BELFORD SOUTH METROPOLITAN DISTRICT
K	223,406	5.129	OPEN SPACE (LANDSCAPE, UTILITY & DRAINAGE)	BELFORD SOUTH METROPOLITAN DISTRICT
L	7,060	0.162	PUBLIC ACCESS, UTILITY & DRAINAGE	DOUGLAS COUNTY
TOTAL	5,962,173	136.873		

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 21°36'14" W	91.83'
L2	S 69°54'15" W	75.53'
L3	N 89°32'07" W	9.07'
L4	S 77°31'06" W	135.79
L5	S 88°56'10" W	308.09'
L6	S 53°32'58" W	294.75'
L7	S 40°54'16" E	251.99
L8	S 64°10'56" E	23.43'
L9	S 20°41.38" E	39.38'
L10	S 00°33'10" E	40.51'
L11	S 48°44'32" W	59.24'
L12	N 00°17'01" E	30.03'
L13	S 00°42'41" W	30.04

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	10°57'27"	3005.03'	574.70'	S 67°01'44" E	573.23'
C2	43°58'01"	200.00'	153.47'	S 43°55'15" W	149.74'
C3	24°33'38"	200.00'	85.73'	S 78°11'04" W	85.08'
C4	12°56'47"	200.00'	45.18'	S 83°59'30" W	45.10'
C5	9°37'04"	500.00'	82.46'	S 82°14'36" W	82.38'
C6	33°25'14"	200.00'	116.66	S 70°15'33" W	115.01
C7	94°27'12"	125.00'	206.07'	S 06°18'20" W	183.51'
C8	23°16'42"	50.00'	20.31	S 52°32'37" E	20.17'
C9	43°29'20"	50.00'	37.95'	S 42°28'18" E	37.05
C10	20°09'03"	100.00'	35.17'	S 10°36'24" E	34.99'
C11	47°17'03"	100.00'	82.53'	S 23°06'21" W	80.20'

LAND USE SUMMARY TABLE			
LAND USE	AREA (S.F.)	AREA (AC.)	% OF TOTAL AREA
FUTURE DEVELOPMENT TRACTS	4,245,819	97.466	64.93%
PUBLIC RIGHT-OF-WAY	577,013	13.246	8.82%
PUBLIC ACCESS (FIRST STREET)	7,060	0.162	0.11%
OPEN SPACE	876,821	20.125	13.41%
DETENTION POND/DRAINAGE	832,872	19.120	12.73%
OVERALL SITE TOTAL	6,539,185	150.119	100%



LEGEND

- = EX. PROPERTY LINE
- = EX. SECTION LINE
- = EX. LOT LINE
- = EX. FLOOD ZONE LIMITS
- = SECTION CORNER
- = FOUND NO. 5 REBAR AS NOTED
- = FOUND 1" PIPE
- = W/2.5" ALUMINUM CAP STAMPED "E470 PLS 10377"
- = FOUND NAIL & 0.75" BRASS DISC STAMPED "T6 R6 PLS 25389"
- = FOUND NO. 5 REBAR
- = W/2" ALUMINUM CAP STAMPED "T6 R6 PLS 25389"
- = SET NO. 5 REBAR WITH 1.25" YPC PLS 38843 FLUSH WITH GROUND
- 0.00 = BOUNDARY DIMENSION
- 0.00 = LOT DIMENSION

FOR AND ON BEHALF OF MANHARD CONSULTING

Manhard CONSULTING LTD

COMPARK VILLAGE SOUTH FILING NO. 1
TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO
MINOR DEVELOPMENT PLAT

SHEET 2 OF 4

DOC.LOP\MC3.03

COMPARK VILLAGE SOUTH FILING NO. 1

MINOR DEVELOPMENT PLAT

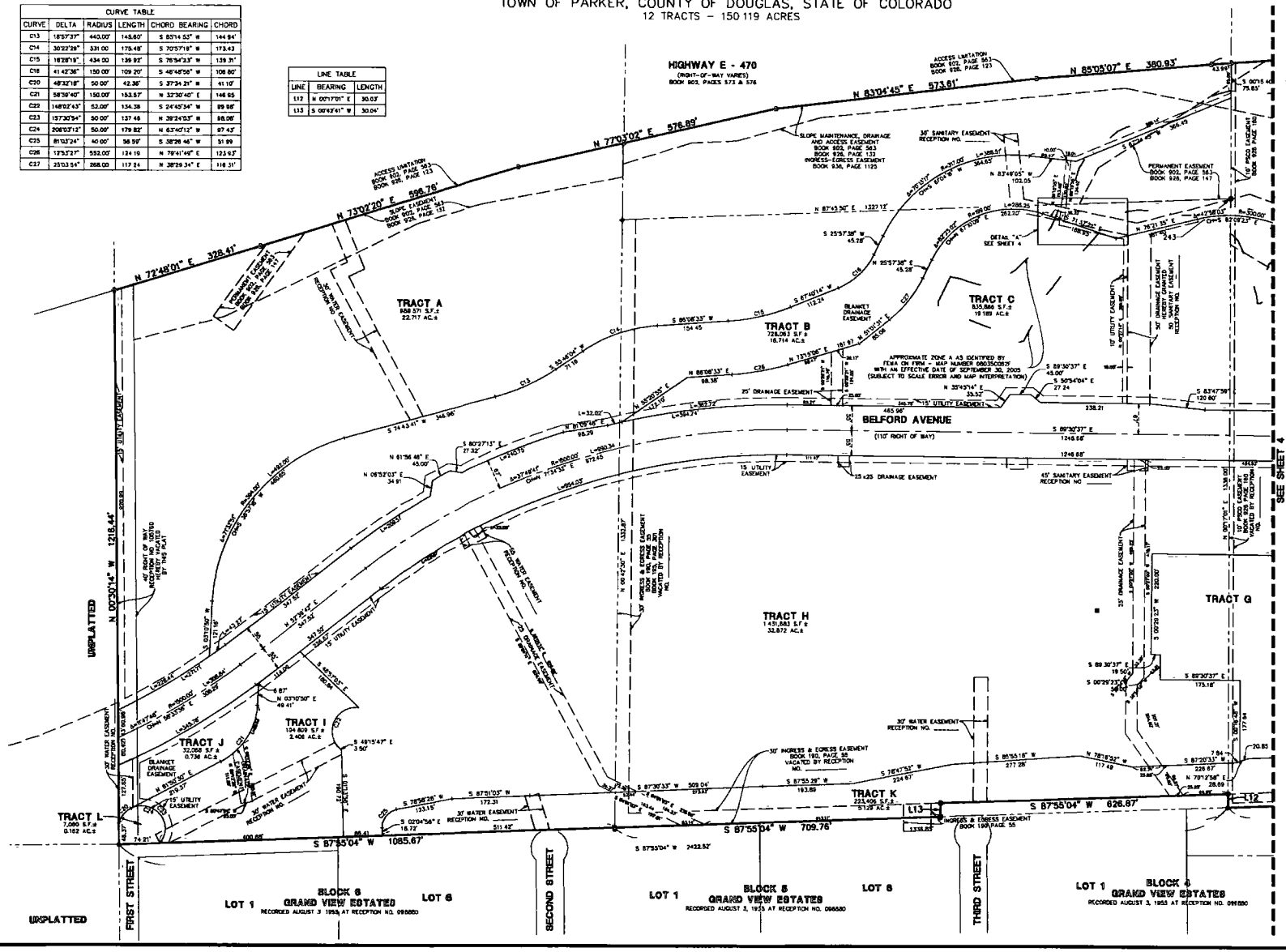
PLANNING AREAS 13–18 (COMPARK VILLAGE PD – FOURTH AMENDMENT)

PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
12 TRACTS – 150.119 ACRES

GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C13	18°57'37"	440.00'	145.60'	S 85°14'53" W	144.94'
C14	30°22'28"	331.00	175.48'	S 70°57'18" W	173.43
C15	18°28'18"	434.00	139.92'	S 76°54'23" W	139.31'
C18	41°42'36"	150.00'	109.20'	S 48°48'56" W	106.80'
C20	48°32'18"	50.00'	42.36'	S 37°34'21" W	41.10'
C21	58°38'40"	150.00'	153.57'	N 32°30'40" E	146.95
C22	146°02'43"	52.00'	134.38	S 24°45'34" W	99.98'
C23	157°30'54"	50.00'	137.48	N 38°24'03" W	98.06'
C24	206°03'12"	50.00'	179.82'	N 63°40'12" W	97.43'
C25	81°03'24"	40.00'	56.59'	S 38°26'46" W	51.99
C26	173°23'27"	552.00'	124.19	N 79°41'49" E	123.93'
C27	250°03'54"	268.00	117.94	N 38°29'34" E	116.31'

LINE TABLE		
LINE	BEARING	LENGTH
L12	N 00°17'01" E	30.03'
L13	S 00°42'41" W	30.04'



LEGEND
- = EX. PROPERTY LINE
- = EX. SECTION LINE
- = EX. LOT LINE
- = EX. FLOOD ZONE LIMITS
- = SECTION CORNER
- = FOUND NO. 5 REBAR AS NOTED
- = FOUND 1" PIPE
- = W/3.5" ALUMINUM CAP STAMPED "E470 RLS 10377"
- = FOUND NAIL & 0.75" BRASS DISC STAMPED "T3 WC PLS 25385"
- = FOUND NO. 5 REBAR W/2" ALUMINUM CAP STAMPED "T3 WC PLS 25385"
- = SET NO. 5 REBAR WITH 1.25" Y.P.C. PLS 38445 FLUSH WITH GROUND
- D.00 = BOUNDARY DIMENSION
- 0.00 = LOT DIMENSION

FOR AND ON BEHALF OF MANHARD CONSULTING

Manhard CONSULTING LTD

COMPARK VILLAGE SOUTH FILING NO.1
TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO
MINOR DEVELOPMENT PLAT

PROJ. MGR. JKR
PROJ. ENGR. BJP
DRAWN BY GCP/BJP
DATE 11/23/15
SCALE 1" = 100'

SHEET 3 OF 4

00C.LCPKC3.03

COMPARK VILLAGE SOUTH FILING NO. 1

MINOR DEVELOPMENT PLAT

PLANNING AREAS 13–18 (COMPARK VILLAGE PD – FOURTH AMENDMENT)

PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

12 TRACTS – 150.119 ACRES

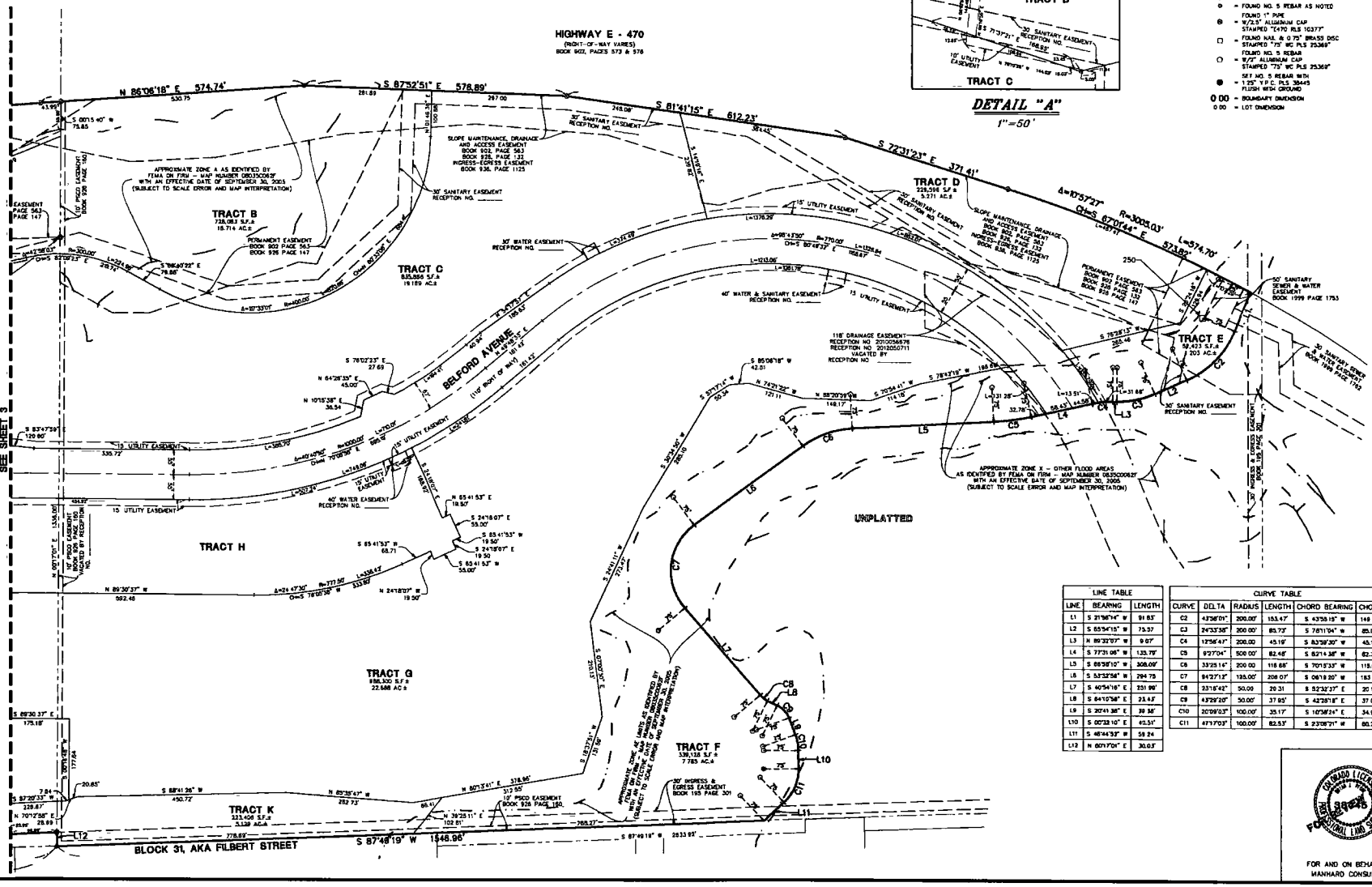
GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

N

LEGEND

- = EX. PROPERTY LINE
- = EX. SECTION LINE
- = EX. LOT LINE
- = EX. FLOOD ZONE LIMITS
- = SECTION CORNER
- = FOUND NO. 5 REBAR AS NOTED
- = FOUND 1" PIPE
- = W/2.5" ALUMINUM CAP STAMPED "C470 PLS 10377"
- = FOUND N.A.D. & 0.75" BRASS DISC STAMPED "75" WC PLS 25369"
- = FOUND NO. 5 REBAR
- = W/2" ALUMINUM CAP STAMPED "75" WC PLS 25369"
- = SET NO. 5 REBAR WITH 1.25" Y.P.C. PLS 38445 FLUSH WITH GROUND
- 0.00 = BOUNDARY DIMENSION
- 0.00 = LOT DIMENSION



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 21°56'14" W	91.83'
L2	S 85°54'15" W	75.57
L3	N 89°32'07" W	9.07'
L4	S 77°31'06" W	135.79'
L5	S 86°58'10" W	308.09'
L6	S 53°32'58" W	294.75
L7	S 40°54'16" E	231.99'
L8	S 64°10'58" E	23.43'
L9	S 20°41'38" E	39.38'
L10	S 00°32'10" E	41.51'
L11	S 46°44'53" W	59.24
L12	N 00°17'01" E	30.03'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C2	43°38'01"	200.00'	153.47'	S 43°55'15" W	149.74'
C3	24°33'38"	200.00'	85.72'	S 78°11'04" W	85.08'
C4	12°56'47"	200.00	45.19'	S 83°39'30" W	45.10'
C5	9°27'04"	500.00'	82.46'	S 82°14'38" W	82.38'
C6	33°25'14"	200.00	116.68'	S 70°15'33" W	115.01
C7	84°27'13"	125.00'	206.07'	S 06°18'20" W	183.51
C8	23°16'42"	50.00	20.31	S 52°32'37" E	20.17'
C9	43°29'20"	50.00'	37.95'	S 42°58'18" E	37.05'
C10	20°09'03"	100.00'	35.17'	S 10°38'24" E	34.99'
C11	47°17'03"	100.00'	82.53'	S 23°08'21" W	80.20'

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR 38445

FOR AND ON BEHALF OF
MANHARD CONSULTING

Manhard CONSULTING LTD
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Environmental Engineers • Transportation Engineers • Landscape Architects

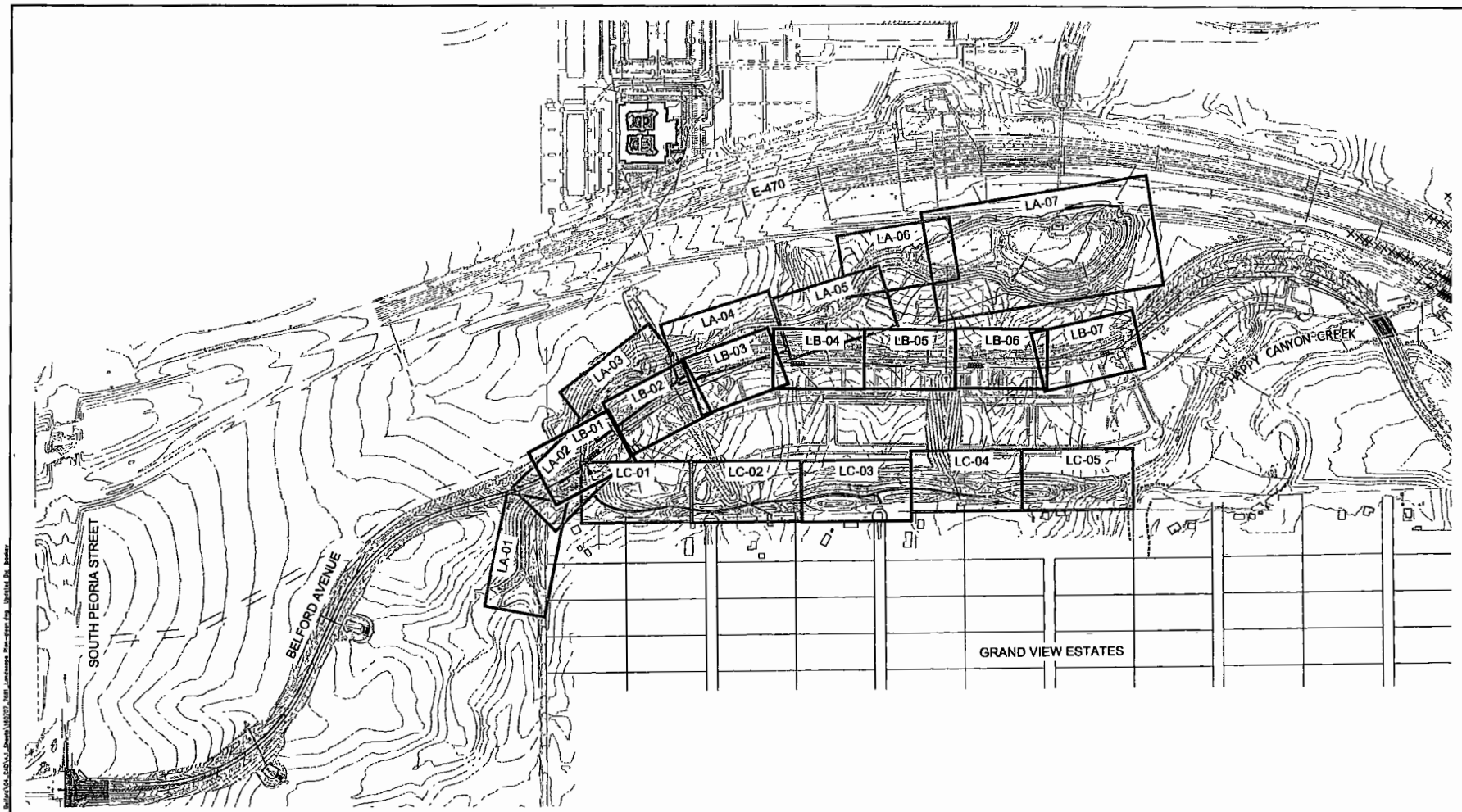
DATE	REVISIONS	BY
06/25/14	BUILDING UTILITY EASEMENT	GCP
06/25/14	1ST SUBMITTAL COMMENTS	GCP
09/22/14	2ND SUBMITTAL COMMENTS	GCP

COMPARK VILLAGE SOUTH FILING NO. 1
TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO
MINOR DEVELOPMENT PLAT

PROJ. MGR. BJP
PROJ. ASSOC. BJP
DRAWN BY GCP/BJP
DATE 11/23/15
SCALE 1" = 100'

SHEET 4 OF 4

DOC.LCPKC3.03



UPLAND NATIVE SEED MIX					
SYM.	COMMON NAME, VARIETY	SCIENTIFIC NAME	100% PLS/ACRE	% OF TOTAL	PLS/ACRE
	WESTERN WHEATGRASS ARRIBA	PASCOPYRUM SMITHII	13.47	44.03	5.93
	BLUE GRAMA, LOVINGSTON	BOUTELOUA GRACILIS	1.92	6.29	0.12
	SIDEOATS GRAMA, HACHITA	BOUTELOUA CURTIPENDULA	2.69	8.43	0.27
	SWITCHGRASS, TRAILBLAZER	PANICUM VIRGATUM	0.96	3.14	0.03
	YELLOW INDIANGRASS, HOLT	SORGHASTRUM NUTANS	2.31	7.55	0.17
	JUNEGRASS	KOELERIA MACRANTHERA			
		ELYMUS TRACHYCULUS	0.19	0.62	0.00
	SLENDER WEATGRASS	SUBSP. TRACHYCAULUS	3.85	12.58	0.48
	BIG BLUESTEM, KAW	ANDROPOGON GERARDII	2.70	8.81	0.24
	PUBESCENT WHEATGRASS	AGROPYRON TRICHOPHORUM	2.31	7.54	0.17
		TOTAL	30.60	100.00	7.43

REVEGETATION SERIES PAGE INDEX

LA SERIES SHEET SET NOT INCLUDED IN THIS SUBMITTAL

LA SERIES	DRAINAGE REVEGETATION & DROP STRUCTURES	LA 01 - LA 08
LB SERIES	BELFORD AVE STREETSCAPE	LB 01 - LB 10
LC SERIES	OPEN SPACE LANDSCAPE AND TRAIL	LC 01 - LC 06

THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

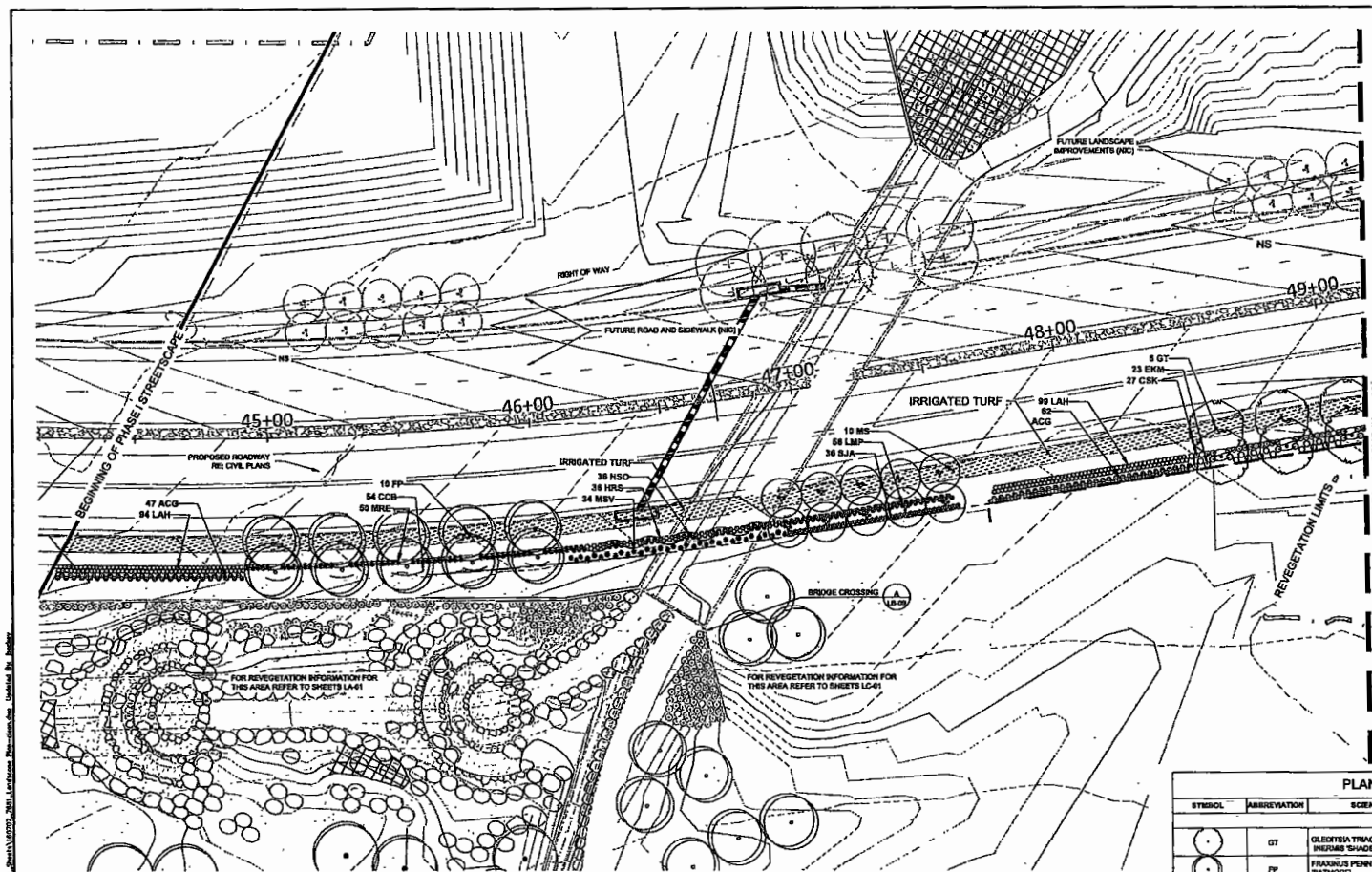
North

Manhard CONSULTING LTD
Associates Inc.
2000 S. Colorado Blvd., Ste 101
Denver, CO 80222
303-757-7201 FAX 779-1152

BELFORD AVE. REVEGETATION PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

SHEET
LB
SHEET INDEX
COVER SHEET
7681-000

Attachment 3



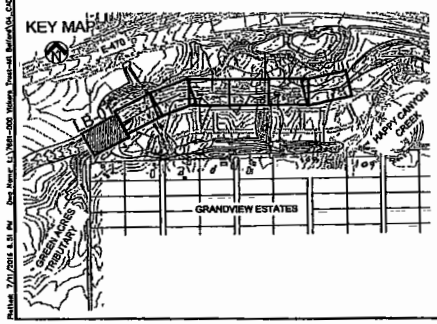
Scale: 1"=20' North

THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

LANDSCAPE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADING AND REVEGETATION IMPROVEMENTS SHOWN ON THESE DRAWINGS.
2. ALL SEED AREAS SHALL BE AMENDED WITH 2 CUBIC YARDS OF ORGANIC SOIL AMENDMENT PER EVERY 1000 SF.
3. TREES AND SHRUBS TO BE PLANTED WITH EQUAL SPACING AS SHOWN ON PLANS.
4. STEEL LANDSCAPE EDGING TO BE PLACED ALONG BACK EDGE OF ALL PLANTING BEDS ALONG RIGHT-OF-WAY LINE. SEE SPECIFICATIONS FOR TYPE AND APPROXIMATE QUANTITY.
5. ALL LANDSCAPE IMPROVEMENTS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.
6. IRRIGATED TURF SHALL BE DURABLE TALL FESCUE SOD AVAILABLE THROUGH GRAFF TURF FARMS, FORT MORGAN, CO 1-800-280-8873 OR APPROVED EQUAL.

KEY MAP



PLANT SCHEDULE B

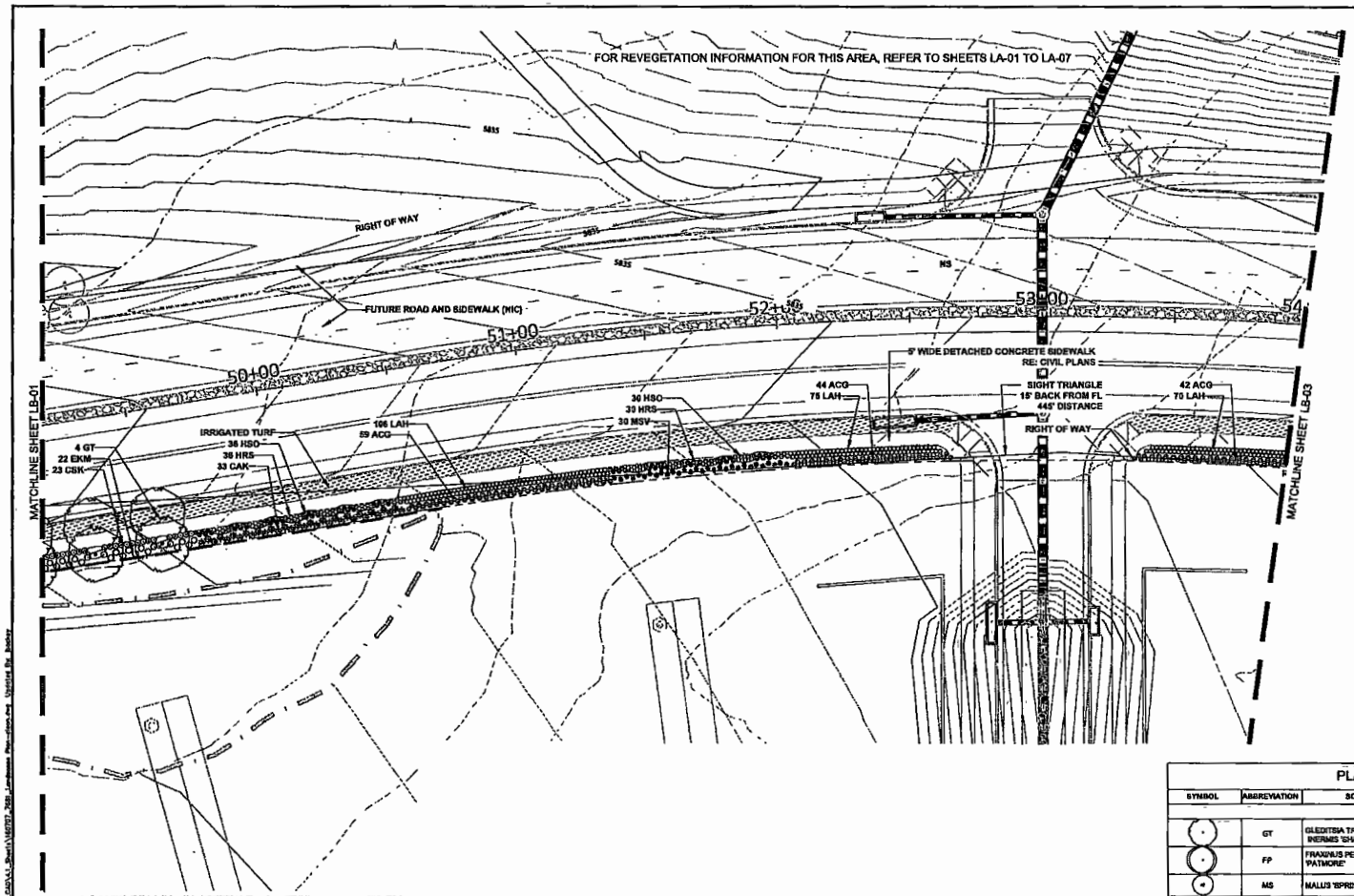
SYMBOL	ABBREVIATION	SCIENTIFIC NAME	COMMON NAME	QUANTITY	NOTES
DECIDUOUS TREES					
	GT	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SHADEMASTER'	SHADMASTER HONEYLOCUST	30	2 1/2" B&B
	FP	FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE ASH	40	2 1/2" B&B
	MS	MALUS 'SPRING SNOW'	SPRING SNOW CRABAPPLE	38	2" B&B
	GA	GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	30	2" B&B
SHRUBS					
	ACG	ACHILLEA 'CORONATION GOLD'	GOLDEN YELLOW YARROW	744	5 GAL.
	CCB	CARYOPTERIS X CLADONENSIS 'BLUE MIST'	BLUE MIST SPIREA	205	5 GAL.
	CSK	CORNUS SERICEA 'KELSEY'	KELSEY DOGWOOD	127	5 GAL.
	EKM	EUONYMUS 'KIAUTSCHOVICUS 'MANHATTAN'	MANHATTAN EUONYMUS	135	5 GAL.
	SJA	SPIRAEA JAPONICA ALBIFLORA	SPIREA JAPANESE WHITE	236	5 GAL.
GRASSES AND PERENNIALS					
	OAK	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER GRASS	141	1 GAL.
	HRS	HEMEROCALLIS 'RUBY STELLA'	RUBY STELLA DAYLILY	343	1 GAL.
	HSO	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY	348	1 GAL.
	LMP	LAMIUM MACULATUM 'PURPLE DRAGON'	PURPLE DRAGON NETTLE	377	1 GAL.
	LAH	LAVANDULA ANGUSTIFOLIO 'HIDCOTE'	DEEP BLUE LAVENDER	1,323	1 GAL.
	MRE	MAHONIA REPENS	CREEPING MAHONIA	170	1 GAL.
	MSV	MISCANTHUS SINENSIS 'VARIEGATUS'	JAPANESE SILVER GRASS	212	1 GAL.
NATIVE SEED MIX					
	NS	NATIVE SEED MIX	SEE SEED MIX ON LS-COVER	188,117 SF	

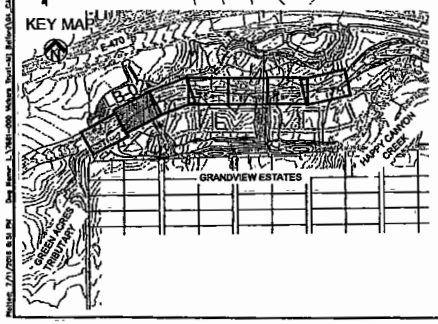
Manhard associates inc.
7200 S. Alton Way, Bldg. C
Suite 100
Centennial, Colorado 80112
303.779.5710 FAX 779.1152

Manhard CONSULTING, LTD.

BELFORD AVE REVEGETATION PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

SHEET
LB - 01
SHEET 1 OF 10
7661-000





Scale: 1"=20' North

THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

LANDSCAPE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADING AND REVEGETATION IMPROVEMENTS SHOWN ON THESE DRAWINGS.
2. ALL SEED AREAS SHALL BE AMENDED WITH 2 CUBIC YARDS OF ORGANIC SOIL AMENDMENT PER EVERY 1000 SF.
3. TREES AND SHRUBS TO BE PLANTED WITH EQUAL SPACING AS SHOWN ON PLANS.
4. STEEL LANDSCAPE EDGING TO BE PLACED ALONG BACK EDGE OF ALL PLANTING BEDS ALONG RIGHT-OF-WAY LINE. SEE SPECIFICATIONS FOR TYPE AND APPROXIMATE QUANTITY.
5. ALL LANDSCAPE IMPROVEMENTS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.
6. IRRIGATED TURF SHALL BE DURABLE TALL FESCUE SOD AVAILABLE THROUGH GRAFF TURF FARMS, FORT MORGAN, CO 1-800-280-8873 OR APPROVED EQUAL.

PLANT SCHEDULE B

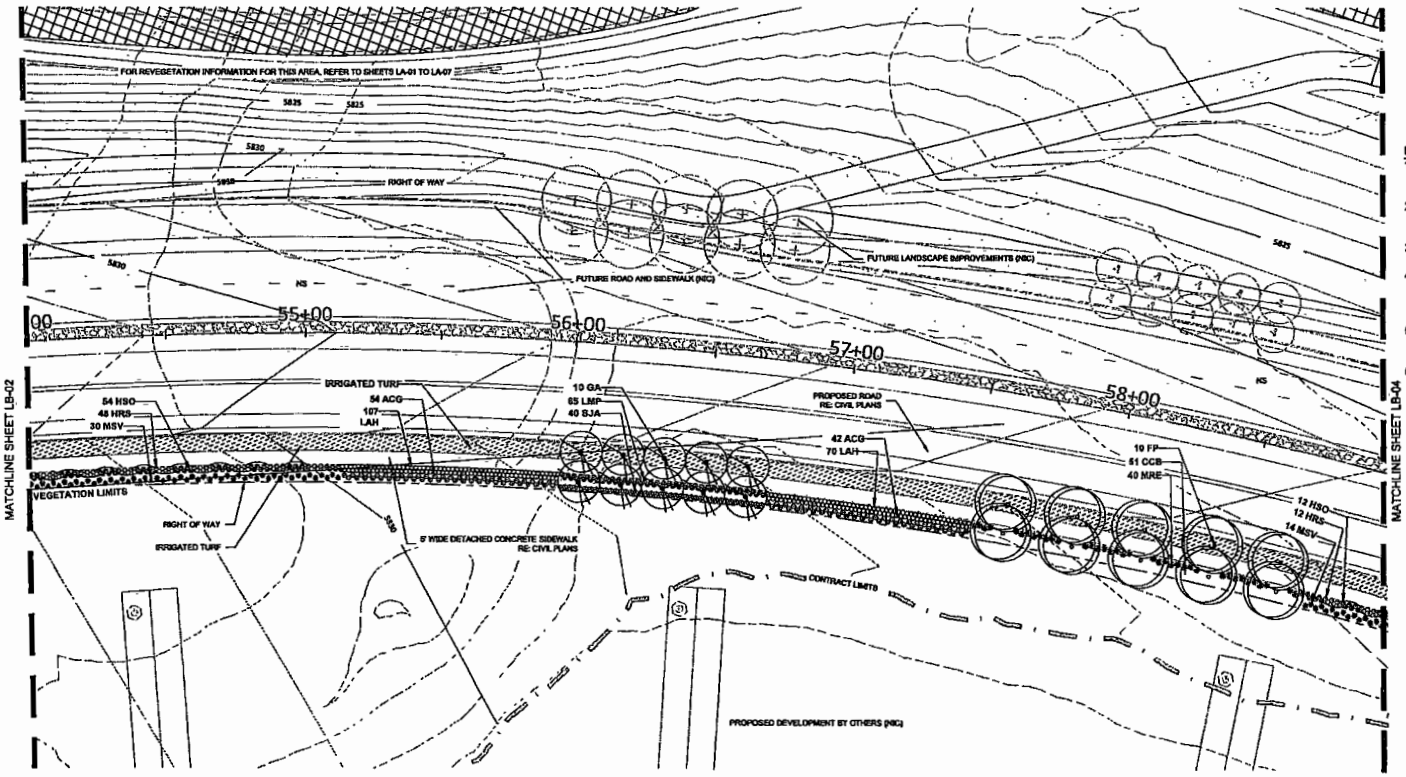
SYMBOL	ABBREVIATION	SCIENTIFIC NAME	COMMON NAME	QUANTITY	NOTES
DECIDUOUS TREES					
	GT	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SHADEMASTER'	SHADMASTER HONEYLOCUST	30	2 1/2" B&B
	FP	FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE ASH	49	2 1/2" B&B
	MS	MALUS 'SPRING SNOW'	SPRING SNOW CRABAPPLE	36	2" B&B
	CA	GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	30	2" B&B
SHRUBS					
	ACG	ACHILLEA 'CORONATION GOLD'	GOLDEN YELLOW YARROW	744	5 GAL.
	CCB	CARYOPTERIS X CLANDONENSIS 'BLUE MIST'	BLUE MIST SPIREA	205	5 GAL.
	CSK	CORNUS SERICEA 'KELSEYI'	KELSEY DOGWOOD	187	5 GAL.
	EKM	EUONYMUS KAUTSCHOVICUS 'MANHATTAN'	MANHATTAN EUONYMUS	135	5 GAL.
	SJA	SPIRAEA JAPONICA ALBIFLORA	SPIREA JAPANESE WHITE	236	5 GAL.
GRASSES AND PERENNIALS					
	CAK	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER GRASS	141	1 GAL.
	HRS	HEMEROCALLIS 'RUBY STELLA'	RUBY STELLA DAYLILY	342	1 GAL.
	HSO	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY	348	1 GAL.
	LMP	LAMIUM MACULATUM 'PURPLE DRAGON'	PURPLE DRAGON NETTLE	377	1 GAL.
	LAH	LAVANDULA ANGUSTIFOLIO 'HIDCOTE'	DEEP BLUE LAVENDER	1,323	1 GAL.
	MRE	MAHONIA REPENS	CREEPING MAHONIA	170	1 GAL.
	MSV	MISCANTHUS SINENSIS 'VARIEGATUS'	JAPANESE SILVER GRASS	212	1 GAL.
NATIVE SEED MIX					
	NS	NATIVE SEED MIX	SEE SEED MIX ON LB-COVER	199,117 SF	

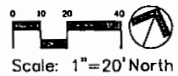
Manhard CONSULTING

associates inc.
2503 South Parker Road, Ste 101
Aurora, Colorado 80014
303-755-2600 FAX 755-2610

BELFORD AVE.REVEGETATION PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

SHEET
LB - 02
SHEET 2 OF 10
7681-000





THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

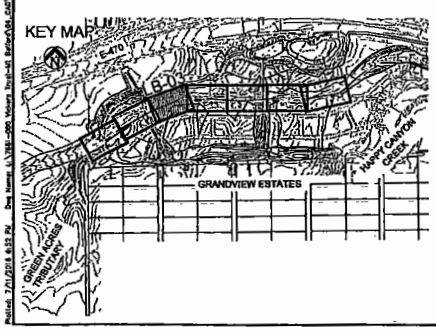
LANDSCAPE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADING AND REVEGETATION IMPROVEMENTS SHOWN ON THESE DRAWINGS.
2. ALL SEED AREAS SHALL BE AMENDED WITH 2 CUBIC YARDS OF ORGANIC SOIL AMENDMENT PER EVERY 1000 SF.
3. TREES AND SHRUBS TO BE PLANTED WITH EQUAL SPACING AS SHOWN ON PLANS.
4. STEEL LANDSCAPE EDGING TO BE PLACED ALONG BACK EDGE OF ALL PLANTING BEDS ALONG RIGHT-OF-WAY LINE. SEE SPECIFICATIONS FOR TYPE AND APPROXIMATE QUANTITY.
5. ALL LANDSCAPE IMPROVEMENTS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.
6. IRRIGATED TURF SHALL BE DURABLE TALL FESCUE SOD AVAILABLE THROUGH GRAFF TURF FARMS, FORT MORGAN, CO 1-800-280-8873 OR APPROVED EQUAL.

PLANT SCHEDULE B

SYMBOL	ABBREVIATION	SCIENTIFIC NAME	COMMON NAME	QUANTITY	NOTES
DECIDUOUS TREES					
	GT	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SHADEMASTER'	SHADMASTER HONEYLOCUST	30	2 1/2" B&B
	FP	FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE ASH	40	2 1/2" B&B
	MS	MALUS 'SPRING SNOW'	SPRING SNOW CRABAPPLE	35	2" B&B
	GA	GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	30	2" B&B
SHRUBS					
	ACG	ACHILLEA 'CORONATION GOLD'	GOLDEN YELLOW YARROW	744	5 GAL.
	CCB	CARYOPTERIS X CLADONENSIS 'BLUE MIST'	BLUE MIST SPIREA	205	5 GAL.
	CSK	CORNUS SERICEA 'KELSEYI'	KELSEY DOGWOOD	127	5 GAL.
	EKM	EUONYMUS KIAUTSCHOVICUS 'MANHATTAN'	MANHATTAN EUONYMUS	135	5 GAL.
	SJA	SPIRAEA JAPONICA ALBIFLORA	SPIREA JAPANESE WHITE	238	5 GAL.
GRASSES AND PERENNIALS					
	CAK	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER GRASS	141	1 GAL.
	HRS	HEMEROCALLIS 'RUBY STELLA'	RUBY STELLA DAYLILY	942	1 GAL.
	HSO	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY	348	1 GAL.
	LMP	LAMIUM MACULATUM 'PURPLE DRAGON'	PURPLE DRAGON NETTLE	377	1 GAL.
	LAH	LAVANDULA ANGUSTIFOLIO 'HIDCOTE'	DEEP BLUE LAVENDER	1,323	1 GAL.
	MRE	MAHONIA REPENS	CREEPING MAHONIA	170	1 GAL.
	MSV	MISCANTHUS SINENSIS 'VARIEGATUS'	JAPANESE SILVER GRASS	213	1 GAL.
NATIVE SEED MIX					
	NS	NATIVE SEED MIX	SEE SEED MIX ON LB-COVER	169,117 SF	

KEY MAP



Manhard Consulting Associates Inc.
9785 Maroon Circle, Ste 100
Aurora, Colorado 80014
303.740.9393 FAX 740.9772

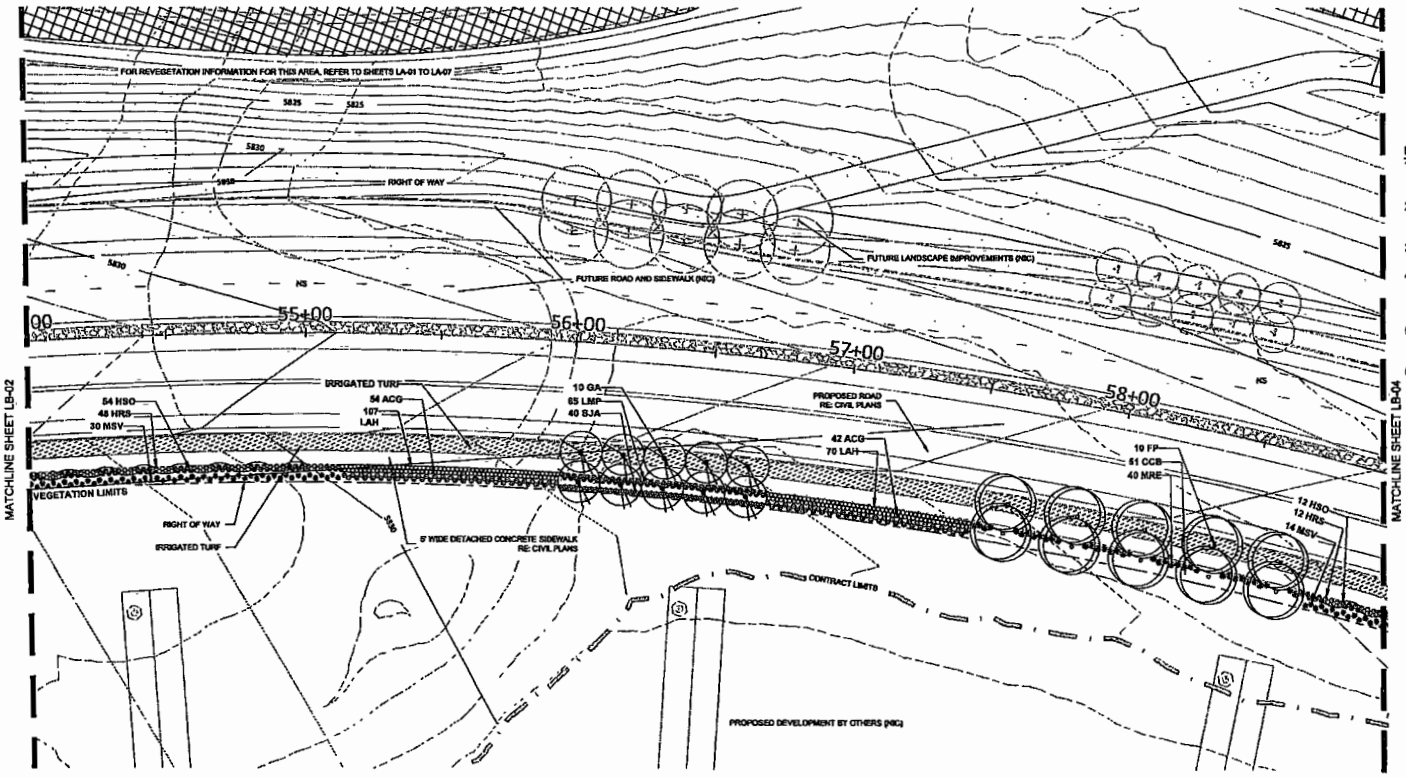
BELFORD AVE.REVEGETATION PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

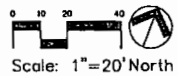
PROJ. MGR. KTT
PROJ. ASSOC. JB
DRAWN BY JB
DATE 07/07/06

SHEET
LB - 03
SHEET 3 OF 10
7681-000

© 2006 MANHARD CONSULTING, LTD. AND ALL RIGHTS RESERVED

Plotted: 7/7/2006 8:52 PM Dwg Name: J:\7681-000 Vistas Trail-Mt Belford\dwg\LA\LA-Sheets\LB0707.dwg Landscape Plan-Overlay Updated By: Bailey





THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

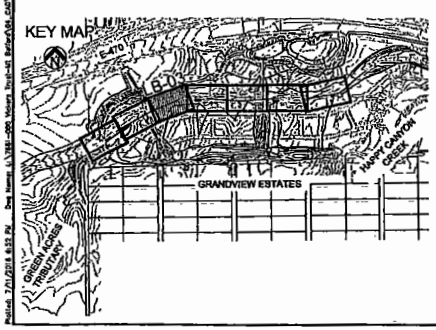
LANDSCAPE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADING AND REVEGETATION IMPROVEMENTS SHOWN ON THESE DRAWINGS.
2. ALL SEED AREAS SHALL BE AMENDED WITH 2 CUBIC YARDS OF ORGANIC SOIL AMENDMENT PER EVERY 1000 SF.
3. TREES AND SHRUBS TO BE PLANTED WITH EQUAL SPACING AS SHOWN ON PLANS.
4. STEEL LANDSCAPE EDGING TO BE PLACED ALONG BACK EDGE OF ALL PLANTING BEDS ALONG RIGHT-OF-WAY LINE. SEE SPECIFICATIONS FOR TYPE AND APPROXIMATE QUANTITY.
5. ALL LANDSCAPE IMPROVEMENTS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.
6. IRRIGATED TURF SHALL BE DURABLE TALL FESCUE SOD AVAILABLE THROUGH GRAFF TURF FARMS, FORT MORGAN, CO 1-800-280-8873 OR APPROVED EQUAL.

PLANT SCHEDULE B

SYMBOL	ABBREVIATION	SCIENTIFIC NAME	COMMON NAME	QUANTITY	NOTES
DECIDUOUS TREES					
	GT	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SHADEMASTER'	SHADMASTER HONEYLOCUST	30	2 1/2" B&B
	FP	FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE ASH	40	2 1/2" B&B
	MS	MALUS 'SPRING SNOW'	SPRING SNOW CRABAPPLE	35	2" B&B
	GA	GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	30	2" B&B
SHRUBS					
	ACG	ACHILLEA 'CORONATION GOLD'	GOLDEN YELLOW YARROW	744	5 GAL.
	CCB	CARYOPTERIS X CLADONENSIS 'BLUE MIST'	BLUE MIST SPIREA	205	5 GAL.
	CSK	CORNUS SERICEA 'KELSEYI'	KELSEY DOGWOOD	127	5 GAL.
	EKM	EUONYMUS KIAUTSCHOVICUS 'MANHATTAN'	MANHATTAN EUONYMUS	135	5 GAL.
	SJA	SPIRAEA JAPONICA ALBIFLORA	SPIREA JAPANESE WHITE	238	5 GAL.
GRASSES AND PERENNIALS					
	CAK	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER GRASS	141	1 GAL.
	HRS	HEMEROCALLIS 'RUBY STELLA'	RUBY STELLA DAYLILY	942	1 GAL.
	HSO	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY	348	1 GAL.
	LMP	LAMIUM MACULATUM 'PURPLE DRAGON'	PURPLE DRAGON NETTLE	377	1 GAL.
	LAH	LAVANDULA ANGUSTIFOLIO 'HIDCOTE'	DEEP BLUE LAVENDER	1,323	1 GAL.
	MRE	MAHONIA REPENS	CREEPING MAHONIA	170	1 GAL.
	MSV	MISCANTHUS SINENSIS 'VARIEGATUS'	JAPANESE SILVER GRASS	213	1 GAL.
NATIVE SEED MIX					
	NS	NATIVE SEED MIX	SEE SEED MIX ON LB-COVER	169,117 SF	

KEY MAP



Manhard Consulting Associates Inc.
9785 Maroon Circle, Ste 100
Aurora, Colorado 80014
303.740.9393 FAX 740.9772

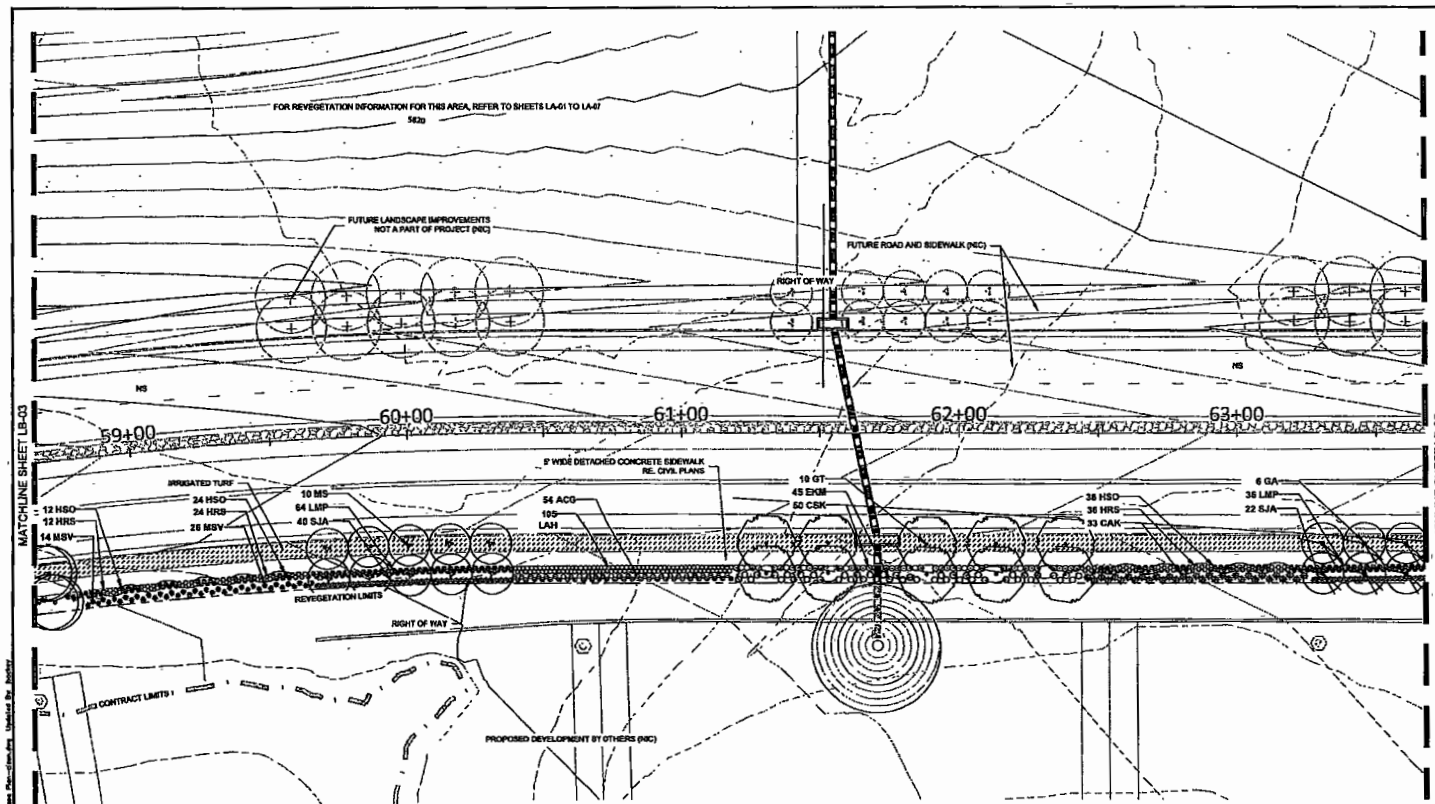
BELFORD AVE.REVEGETATION PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

PROJ. MGR. KTT
PROJ. ASSOC. JB
DRAWN BY JB
DATE 07/07/06

SHEET
LB - 03
SHEET 3 OF 10
7681-000

© 2006 MANHARD CONSULTING, LTD. AND ALL RIGHTS RESERVED

Plotted: 7/7/2006 8:52 PM Dwg Name: J:\7681-000 Vistas Trail-Mt Belford\dwg\LA\LA-Sheets\LB0707.dwg Landscape Plan-Overlay Updated By: Bailey



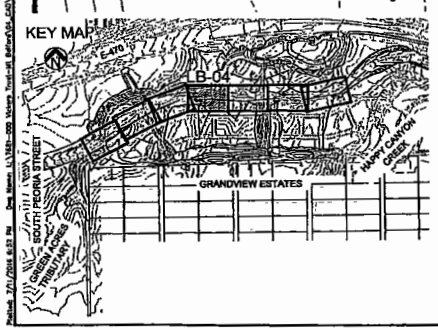
Scale: 1"=20' North

THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

LANDSCAPE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADING AND REVEGETATION IMPROVEMENTS SHOWN ON THESE DRAWINGS
2. ALL SEED AREAS SHALL BE AMENDED WITH 2 CUBIC YARDS OF ORGANIC SOIL AMENDMENT PER EVERY 1000 SF.
3. TREES AND SHRUBS TO BE PLANTED WITH EQUAL SPACING AS SHOWN ON PLANS.
4. STEEL LANDSCAPE EDGING TO BE PLACED ALONG BACK EDGE OF ALL PLANTING BEDS ALONG RIGHT-OF-WAY LINE. SEE SPECIFICATIONS FOR TYPE AND APPROXIMATE QUANTITY.
5. ALL LANDSCAPE IMPROVEMENTS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.
6. IRRIGATED TURF SHALL BE DURABLE TALL FESCUE SOD AVAILABLE THROUGH GRAFF TURF FARMS, FORT MORGAN, CO 1-800-280-8873 OR APPROVED EQUAL.

KEY MAP



PLANT SCHEDULE B

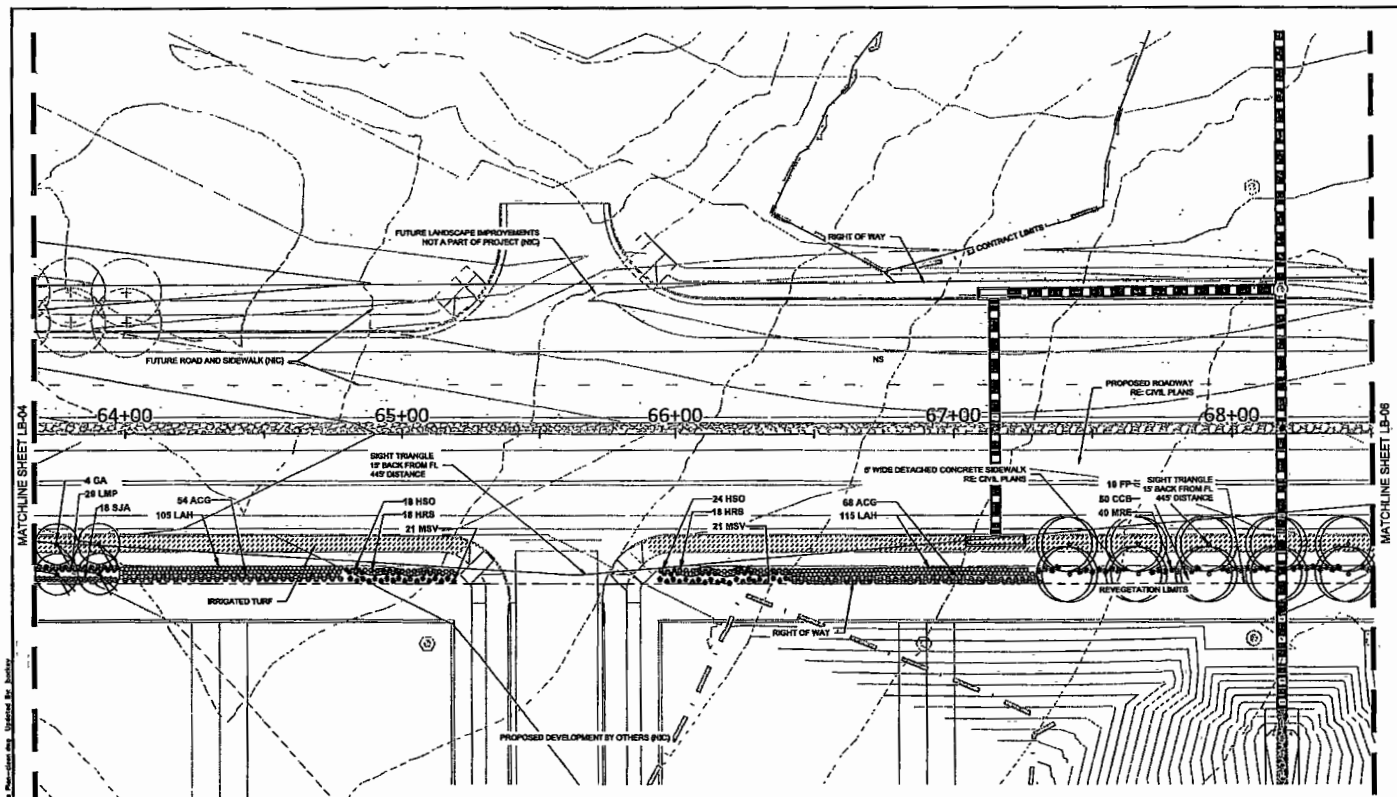
SYMBOL	ABBREVIATION	SCIENTIFIC NAME	COMMON NAME	QUANTITY	NOTES
DECIDUOUS TREES					
	GT	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SHADEMASTER'	SHADMASTER HONEYLOCUST	30	2 1/2" B&B
	FP	FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE ASH	40	2 1/2" B&B
	MS	MALUS 'SPRING SNOW'	SPRING SNOW CRABAPPLE	38	2" B&B
	GA	GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	30	2" B&B
SHRUBS					
	ACG	ACHILLEA 'CORONATION GOLD'	GOLDEN YELLOW YARROW	744	5 GAL.
	CCB	CARYOPTERIS X CLADONENSIS 'BLUE MIST'	BLUE MIST SPIREA	205	5 GAL.
	CSK	CORNUS SERICEA 'KELSEYI'	KELSEY DOGWOOD	127	5 GAL.
	EKM	EUONYMUS KIAUTSCHOVICUS 'MANHATTAN'	MANHATTAN EUONYMUS	135	5 GAL.
	SJA	SPIRAEA JAPONICA AURIFLORA	SPIREA JAPANESE WHITE	208	5 GAL.
GRASSES AND PERENNIALS					
	CAK	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER GRASS	541	1 GAL.
	HRS	HEMEROCALLIS 'RUBY STELLA'	RUBY STELLA DAYLILY	342	1 GAL.
	HSO	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY	345	1 GAL.
	LMP	CARUM MACULATUM 'PURPLE DRAGON'	PURPLE DRAGON NETTLE	377	1 GAL.
	LAH	LAVANDULA ANGUSTIFOLIO 'HIDCOTE'	DEEP BLUE LAVENDER	1,323	1 GAL.
	MRE	MAHONIA REPENS	CREEPING MAHONIA	170	1 GAL.
	MSV	MISCANTHUS SINENSIS 'VARIEGATUS'	JAPANESE SILVER GRASS	212	1 GAL.
NATIVE SEED MIX					
	NS	NATIVE SEED MIX	SEE SEED MIX ON LB-COVER	189,117 SF	

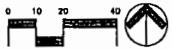
Manhard CONSULTING, LTD.
associates inc.

BELFORD AVE.-REVEGETATION PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

PROJ. MGR. JCT
PROJ. ENGIN. JB
DRAWN BY JB
DATE 01/07/16

SHEET
LB - 04
SHEET 4 OF 10
7681-000





THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

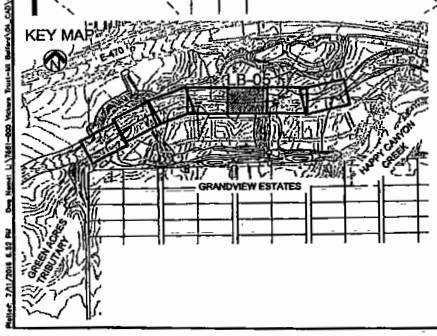
LANDSCAPE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADING AND REVEGETATION IMPROVEMENTS SHOWN ON THESE DRAWINGS.
2. ALL SEED AREAS SHALL BE AMENDED WITH 2 CUBIC YARDS OF ORGANIC SOIL AMENDMENT PER EVERY 1000 SF.
3. TREES AND SHRUBS TO BE PLANTED WITH EQUAL SPACING AS SHOWN ON PLANS.
4. STEEL LANDSCAPE EDGING TO BE PLACED ALONG BACK EDGE OF ALL PLANTING BEDS ALONG RIGHT-OF-WAY LINE. SEE SPECIFICATIONS FOR TYPE AND APPROXIMATE QUANTITY.
5. ALL LANDSCAPE IMPROVEMENTS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.
6. IRRIGATED TURF SHALL BE DURABLE TALL FESCUE SOD AVAILABLE THROUGH GRAFF TURF FARMS, FORT MORGAN, CO 1-800-280-8873 OR APPROVED EQUAL.

PLANT SCHEDULE B

SYMBOL	ABBREVIATION	SCIENTIFIC NAME	COMMON NAME	QUANTITY	NOTES
DECIDUOUS TREES					
	GT	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SHADEMASTER'	SHADEMASTER HONEYLOCUST	30	2" B&B
	FP	FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE ASH	40	2" B&B
	MS	MALUS 'SPRING SNOW'	SPRING SNOW CRABAPPLE	38	2" B&B
	GA	GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	30	2" B&B
SHRUBS					
	ACG	ACHILLEA 'CORONATION GOLD'	GOLDEN YELLOW YARROW	744	5 GAL.
	CCB	CARYOPTERIS X CLANDONENSIS 'BLUE MIST'	BLUE MIST SPIREA	205	5 GAL.
	CSK	CORNUS SERICEA 'KELSEYI'	KELSEY DOGWOOD	127	5 GAL.
	EKM	EUONYMUS KIAUTSCHOVICUS 'MANHATTAN'	MANHATTAN EUONYMUS	135	5 GAL.
	SJA	SPIRAEA JAPONICA ALBIFLORA	SPIREA JAPANESE WHITE	239	5 GAL.
GRASSES AND PERENNIALS					
	CAK	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER GRASS	141	1 GAL.
	HRS	HEMEROCALLIS 'RUBY STELLA'	RUBY STELLA DAYLILY	342	1 GAL.
	HSO	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY	348	1 GAL.
	LMP	LAMIUM MACULATUM 'PURPLE DRAGON'	PURPLE DRAGON NETTLE	377	1 GAL.
	LAH	LAVANDULA ANGUSTIFOLIA 'HIDCOTE'	DEEP BLUE LAVENDER	1,323	1 GAL.
	MRE	MAHONIA REPENS	CREEPING MAHONIA	170	1 GAL.
	MSV	MISCANTHUS SINENSIS 'VARIEGATUS'	JAPANESE SILVER GRASS	212	1 GAL.
NATIVE SEED MIX					
	NS	NATIVE SEED MIX	SEE SEED MIX ON LB-COVER	189,117 SF	

KEY MAP



Manhard CONSULTING LTD.

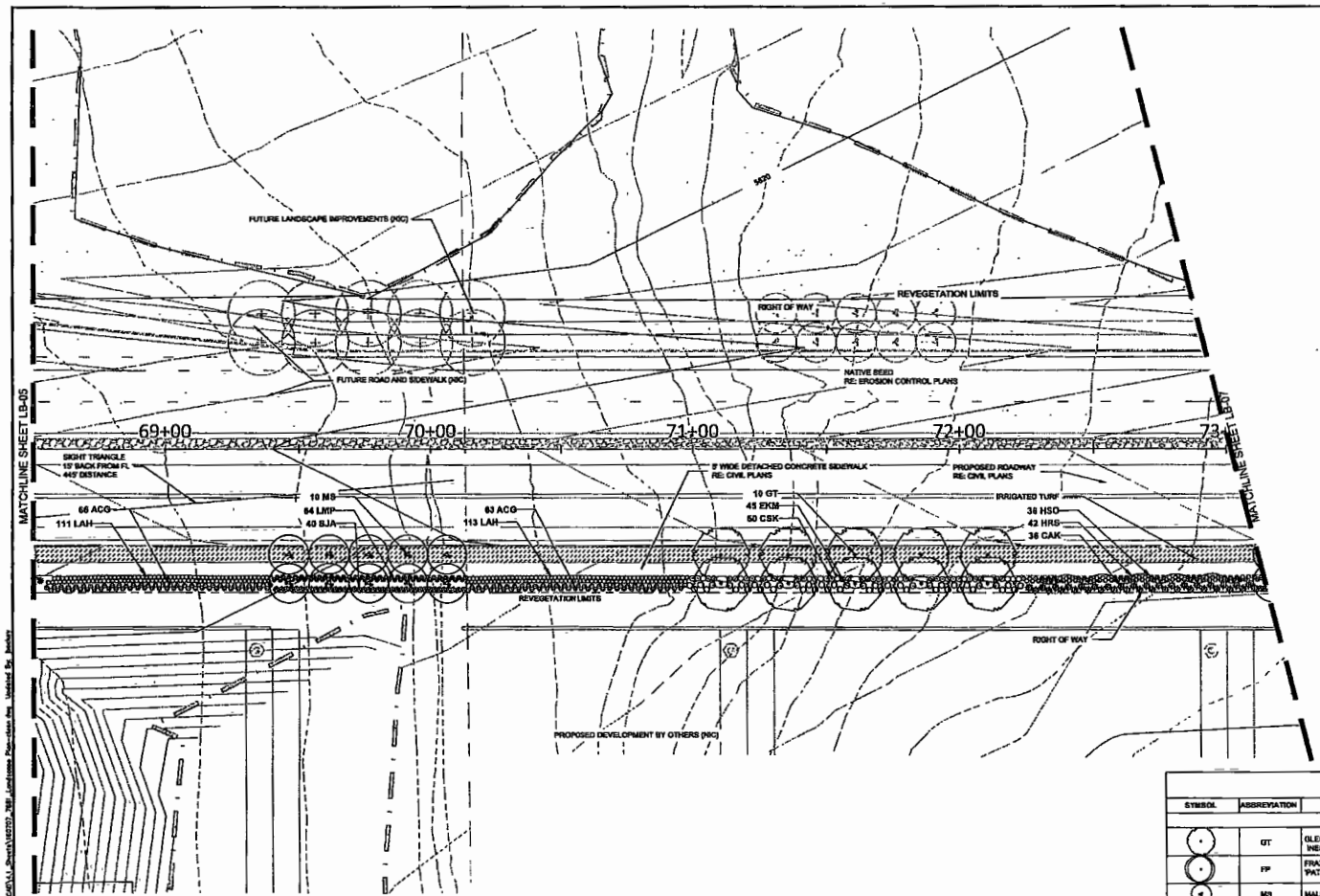
Associates Inc.
2933 South Peoria Street, Ste 101
Aurora, Colorado 80014
Phone: (303) 770-7201 Fax: (303) 770-7132
Email: aurora@manhard.com

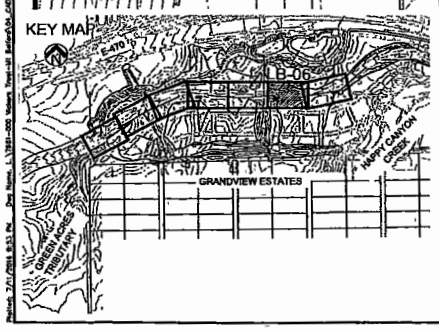
BELFORD AVE.REVEGETATION PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

FIELD WORK: JSF
FIELD REVIEW: JR
DRAWN BY: JS
DATE: 03/07/16

SHEET
LB - 05
SHEET 5 OF 10
7681-000

Plotted: 7/21/2016 8:52 PM Dwg Name: L:\7681-000 Velvara Trail-LB Belford\06_CAD\L1_Sheets\156707-7681_Landscape Plan-Belford.dwg Updated By: jsoliday





0 10 20 40

Scale: 1"=20' North

THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

LANDSCAPE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADING AND REVEGETATION IMPROVEMENTS SHOWN ON THESE DRAWINGS
2. ALL SEED AREAS SHALL BE AMENDED WITH 2 CUBIC YARDS OF ORGANIC SOIL AMENDMENT PER EVERY 1000 SF.
3. TREES AND SHRUBS TO BE PLANTED WITH EQUAL SPACING AS SHOWN ON PLANS.
4. STEEL LANDSCAPE EDGING TO BE PLACED ALONG BACK EDGE OF ALL PLANTING BEDS ALONG RIGHT-OF-WAY LINE. SEE SPECIFICATIONS FOR TYPE AND APPROXIMATE QUANTITY.
5. ALL LANDSCAPE IMPROVEMENTS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.
6. IRRIGATED TURF SHALL BE DURABLE TALL FESCUE SOD AVAILABLE THRDUGH GRAFF TURF FARMS, FORT MORGAN, CO 1-800-280-8873 DR APPROVED EQUAL.

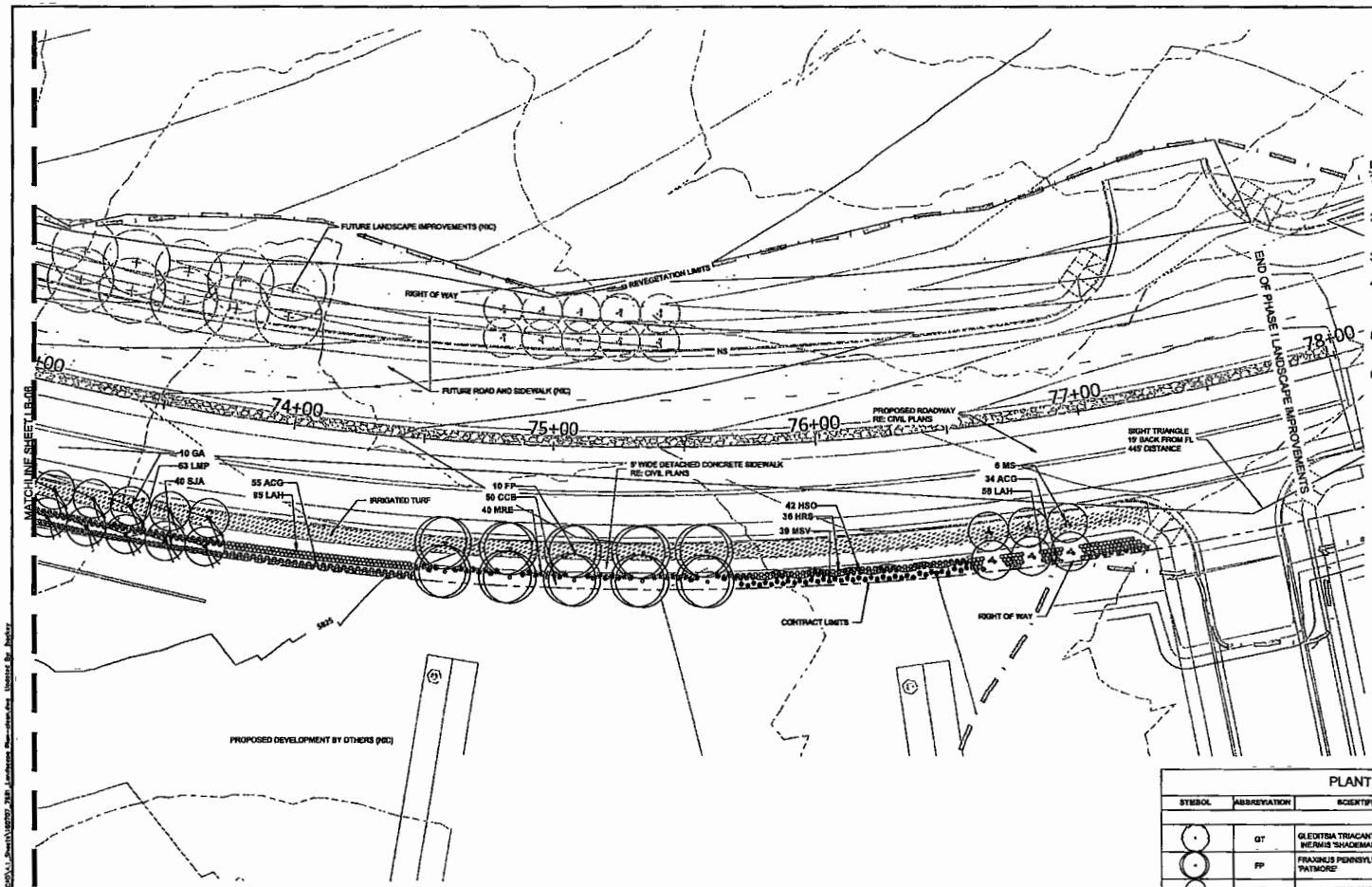
PLANT SCHEDULE B

SYMBOL	ABBREVIATION	SCIENTIFIC NAME	COMMON NAME	QUANTITY	NOTES
DECIDUOUS TREES					
	GT	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SHADEMASTER'	SHADEMASTER HONEYLOCUST	30	2½" B&B
	FP	FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE ASH	40	2½" B&B
	MS	MALUS 'SPRING SNOW'	SPRING SNOW CRABAPPLE	36	2" B&B
	GA	GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	30	2" B&B
SHRUBS					
	ACG	ACHILLEA 'CORONATION GOLD'	GOLDEN YELLOW YARROW	744	5 GAL.
	CCB	CARYOPTERIS X CLANDONENSIS 'BLUE MIST'	BLUE MIST SPIREA	205	5 GAL.
	CSK	CORNUS SERICEA 'KELSEYI'	KELSEY DOGWOOD	127	5 GAL.
	EKM	EUONYMUS 'KRAUTSCHOVICUS 'MANHATTAN'	MANHATTAN EUONYMUS	135	5 GAL.
	SJA	SPIRAEA JAPONICA ALBIFLORA	SPIREA JAPANESE WHITE	236	5 GAL.
GRASSES AND PERENNIALS					
	CAK	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER GRASS	141	1 GAL.
	HRS	HEMEROCALLIS 'RUBY STELLA'	RUBY STELLA DAYLILY	342	1 GAL.
	HSO	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY	348	1 GAL.
	LMP	LAMIUM MACULATUM 'PURPLE DRAGON'	PURPLE DRAGON NETTLE	277	1 GAL.
	LAH	LAVANDULA ANGUSTIFOLIO 'HIDCOTE'	DEEP BLUE LAVENDER	1,323	1 GAL.
	MRE	MAHONIA REPENS	CREEPING MAHONIA	170	1 GAL.
	MSV	MISCANTHUS SINENSIS 'VARIEGATUS'	JAPANESE SILVER GRASS	212	1 GAL.
NATIVE SEED MIX					
	NS	NATIVE SEED MIX	SEE SEED MIX ON LB-COVER	188,117 SF	

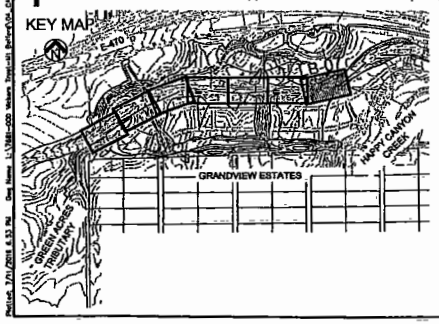
Manhard CONSULTING, LTD.
associates inc.
2503 South Parole Street, Ste 101
Aurora, Colorado 80014
Aurora (303) 695-9737 FAX (720) 379-7733

BELFORD AVE.REVEGETATION PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

SHEET
LB · 06
SHEET 6 OF 10
7681-000



KEY MAP



Scale: 1"=20' North

THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

LANDSCAPE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADING AND REVEGETATION IMPROVEMENTS SHOWN ON THESE DRAWINGS.
2. ALL SEED AREAS SHALL BE AMENDED WITH 2 CUBIC YARDS OF ORGANIC SOIL AMENDMENT PER EVERY 1000 SF.
3. TREES AND SHRUBS TO BE PLANTED WITH EQUAL SPACING AS SHOWN ON PLANS.
4. STEEL LANDSCAPE EDGING TO BE PLACED ALONG BACK EDGE OF ALL PLANTING BEDS ALONG RIGHT-OF-WAY LINE. SEE SPECIFICATIONS FOR TYPE AND APPROXIMATE QUANTITY.
5. ALL LANDSCAPE IMPROVEMENTS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.
6. IRRIGATED TURF SHALL BE DURABLE TALL FESCUE SOD AVAILABLE THROUGH GRAFF TURF FARMS, FORT MORGAN, CO 1-800-280-8873 OR APPROVED EQUAL.

PLANT SCHEDULE B

SYMBOL	ABBREVIATION	SCIENTIFIC NAME	COMMON NAME	QUANTITY	NOTES
DECIDUOUS TREES					
	GT	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SHADEMASTER'	SHADMASTER HONEYLOCUST	30	2 1/2" B&B
	FP	FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE ASH	40	2 1/2" B&B
	MS	MALUS 'SPRING SNOW'	SPRING SNOW CRABAPPLE	38	2" B&B
	GA	GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	30	2" B&B
SHRUBS					
	ACG	ACHILLEA 'CORONATION GOLD'	GOLDEN YELLOW YARROW	744	5 GAL.
	CCB	CARYOPTERIS X CLADONENSIS 'BLUE MIST'	BLUE MIST SPIREA	205	5 GAL.
	CSK	CORNUS SERICEA 'KELSEYI'	KELSEY DOGWOOD	127	5 GAL.
	EKM	EUONYMUS KAUTSCHOVICUS 'MANHATTAN'	MANHATTAN EUONYMUS	135	5 GAL.
	SJA	SPIRAEA JAPONICA ALBIFLORA	SPIREA JAPANESE WHITE	236	5 GAL.
GRASSES AND PERENNIALS					
	CAK	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER GRASS	141	1 GAL.
	HRS	HEMEROCALLIS 'RUBY STELLA'	RUBY STELLA DAYLILY	342	1 GAL.
	HSO	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY	348	1 GAL.
	LMP	LAMIUM MACULATUM 'PURPLE DRAGON'	PURPLE DRAGON NETTLE	377	1 GAL.
	LAH	LAVANDULA ANGUSTIFOLIO 'HIDCOTE'	DEEP BLUE LAVENDER	1,323	1 GAL.
	MRE	MAHONIA REPENS	CREEPING MAHONIA	170	1 GAL.
	MSV	MISCANTHUS SINENSIS 'VARIEGATUS'	JAPANESE SILVER GRASS	212	1 GAL.
NATIVE SEED MIX					
	NS	NATIVE SEED MIX	SEE SEED MIX ON LB-COVER	108,117 SF	

Manhard CONSULTING, LTD
associates Inc.
2653 South Peoria Street, Ste 101
Aurora, Colorado 80014
303-779-7100 FAX 303-779-7132
Aurora, Colorado · Fort Collins · Denver · Rifle · Rising Sun

BELFORD AVE.REVEGETATION PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

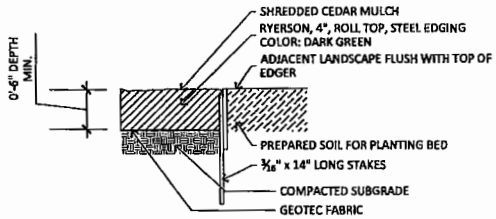
PROJ. MGR. LJT
PROJ. ENGR. JR
DRAWN BY JS
DATE 02/07/16

SHEET
LB - 07
SHEET 7 OF 9
7681-000

GENERAL NOTES

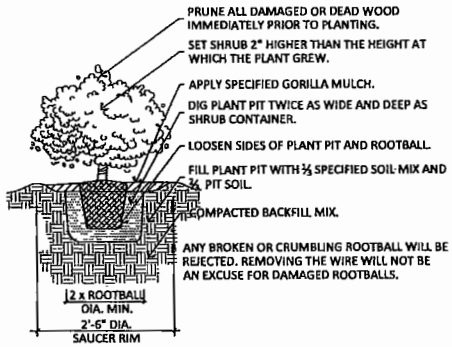
1. CONTRACTOR TO VERIFY FIELD CONDITIONS AND NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH THE WORK.
2. CONTRACTOR SHALL HAVE UTILITIES STAKED OR LOCATED (811) AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
3. ALL TREES SHALL BE A MINIMUM OF 10' FROM EXISTING WATER AND SANITARY LINE OR IRRIGATION MAINLINE (IF POSSIBLE).
4. SHRUB BED MULCH SHALL BE SHREDDED CEDAR BARK MULCH (6" GORILLA MULCH)

LANDSCAPE DETAILS



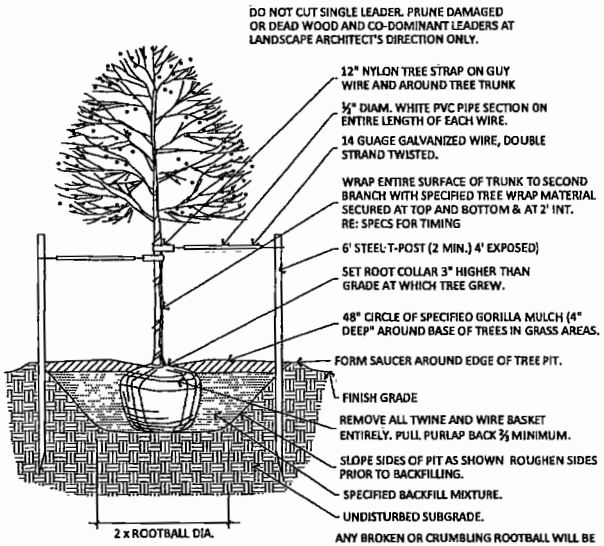
B EDGER DETAIL - CEDAR MULCH AND PLANT BED DETAIL

N.T.S.



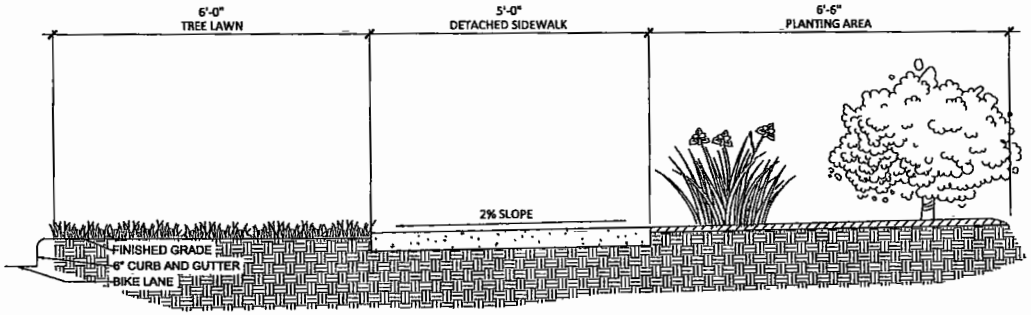
A SHRUB PLANTING DETAIL

N.T.S.



C DECIDUOUS TREE PLANTING DETAIL

N.T.S.



D STANDARD STREETSCAPE SECTION

SCALE: 1"=1'-0"

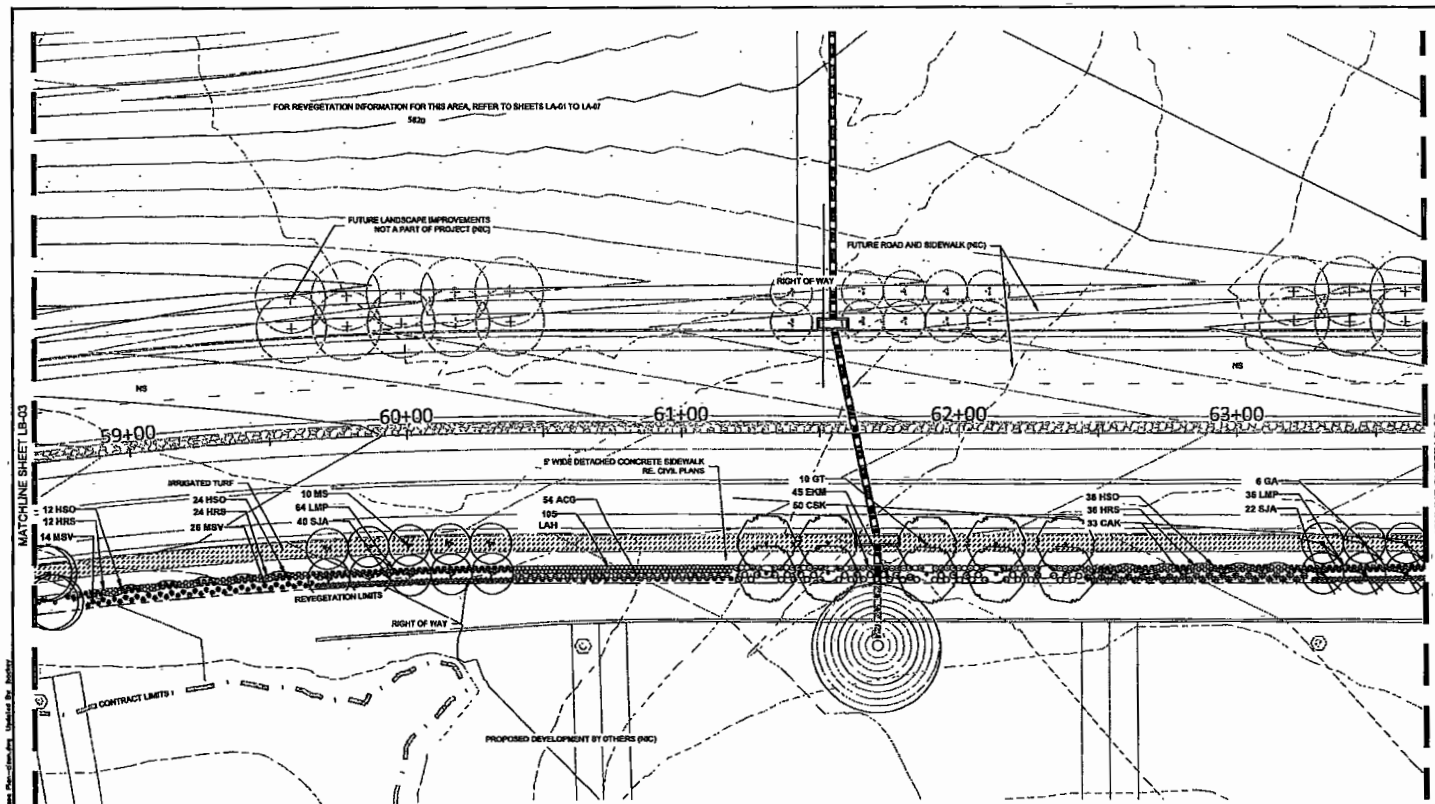
THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

Manhard consulting
associates inc.
7600 E. Orchard Road, Ste 101
Greenwood Village, Colorado 80111
303.770.7201 FAX 770-7132

BELFORD AVE. LANDSCAPE PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

SHEET
LB · 08
SHEET 8 OF 10
7681-000

Plotted: 7/12/2016, 8:57 AM Dwg Name: L:\7681-000 Velora Trails-All Belford\Lbs-Cd\VL1_Brett\18078_Compark Details.dwg Updated By: bettry



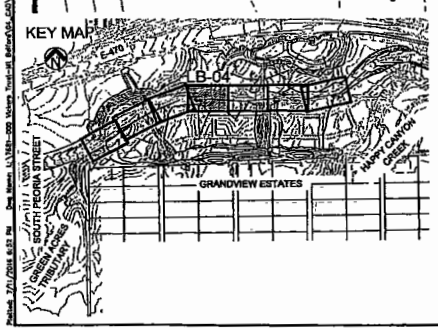
Scale: 1"=20' North

THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

LANDSCAPE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADING AND REVEGETATION IMPROVEMENTS SHOWN ON THESE DRAWINGS
2. ALL SEED AREAS SHALL BE AMENDED WITH 2 CUBIC YARDS OF ORGANIC SOIL AMENDMENT PER EVERY 1000 SF.
3. TREES AND SHRUBS TO BE PLANTED WITH EQUAL SPACING AS SHOWN ON PLANS.
4. STEEL LANDSCAPE EDGING TO BE PLACED ALONG BACK EDGE OF ALL PLANTING BEDS ALONG RIGHT-OF-WAY LINE. SEE SPECIFICATIONS FOR TYPE AND APPROXIMATE QUANTITY.
5. ALL LANDSCAPE IMPROVEMENTS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.
6. IRRIGATED TURF SHALL BE DURABLE TALL FESCUE SOD AVAILABLE THROUGH GRAFF TURF FARMS, FORT MORGAN, CO 1-800-280-8873 OR APPROVED EQUAL.

KEY MAP



PLANT SCHEDULE B

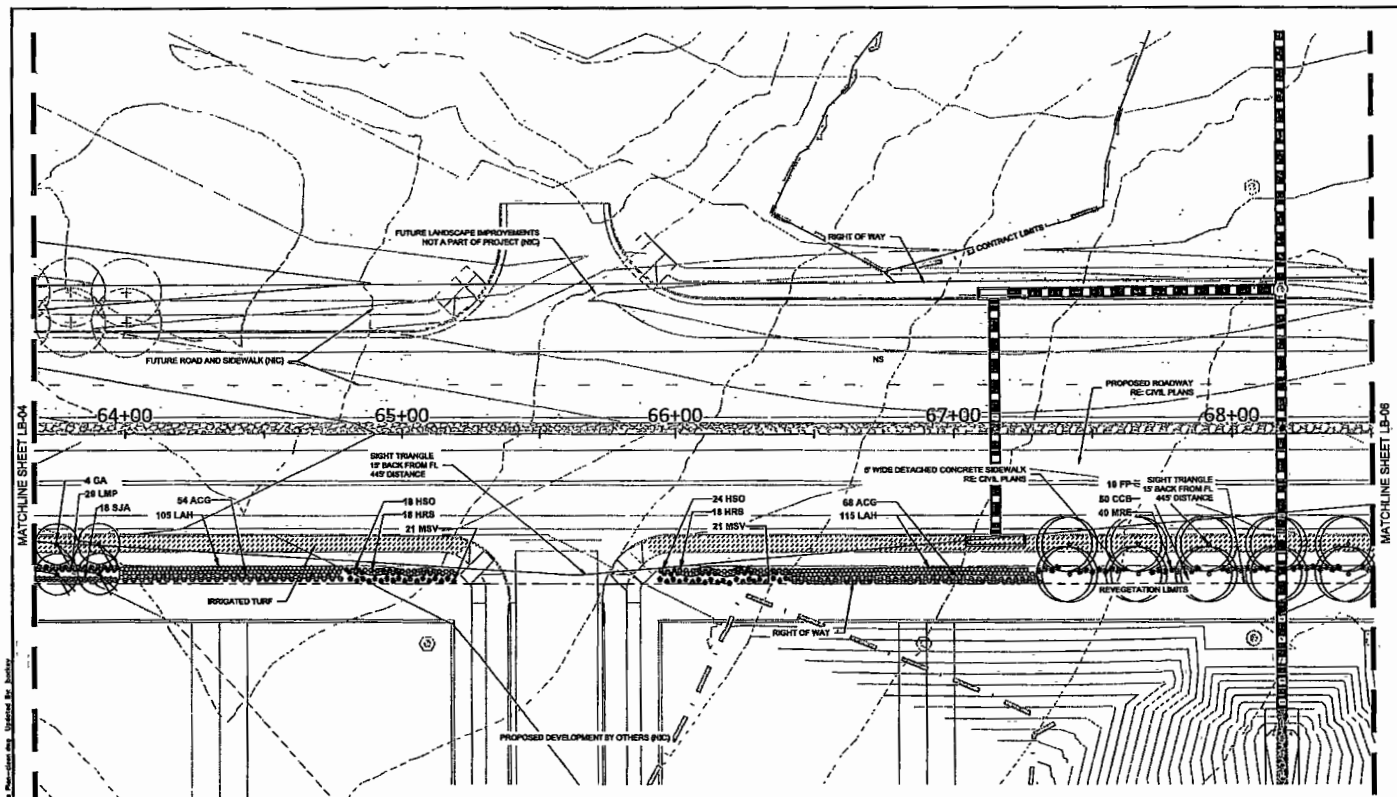
SYMBOL	ABBREVIATION	SCIENTIFIC NAME	COMMON NAME	QUANTITY	NOTES
DECIDUOUS TREES					
	GT	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SHADEMASTER'	SHADMASTER HONEYLOCUST	30	2 1/2" B&B
	FP	FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE ASH	40	2 1/2" B&B
	MS	MALUS 'SPRING SNOW'	SPRING SNOW CRABAPPLE	38	2" B&B
	GA	GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	30	2" B&B
SHRUBS					
	ACG	ACHILLEA 'CORONATION GOLD'	GOLDEN YELLOW YARROW	744	5 GAL.
	CCB	CARYOPTERIS X CLADONENSIS 'BLUE MIST'	BLUE MIST SPIREA	205	5 GAL.
	CSK	CORNUS SERICEA 'KELSEYI'	KELSEY DOGWOOD	127	5 GAL.
	EKM	EUONYMUS KIAUTSCHOVICUS 'MANHATTAN'	MANHATTAN EUONYMUS	135	5 GAL.
	SJA	SPIRAEA JAPONICA AURIFLORA	SPIREA JAPANESE WHITE	208	5 GAL.
GRASSES AND PERENNIALS					
	CAK	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER GRASS	541	1 GAL.
	HRS	HEMEROCALLIS 'RUBY STELLA'	RUBY STELLA DAYLILY	342	1 GAL.
	HSO	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY	345	1 GAL.
	LMP	CARUM MACULATUM 'PURPLE DRAGON'	PURPLE DRAGON NETTLE	377	1 GAL.
	LAH	LAVANDULA ANGUSTIFOLIO 'HIDCOTE'	DEEP BLUE LAVENDER	1,323	1 GAL.
	MRE	MAHONIA REPENS	CREEPING MAHONIA	170	1 GAL.
	MSV	MISCANTHUS SINENSIS 'VARIEGATUS'	JAPANESE SILVER GRASS	212	1 GAL.
NATIVE SEED MIX					
	NS	NATIVE SEED MIX	SEE SEED MIX ON LB-COVER	189,117 SF	

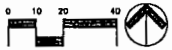
Manhard CONSULTING, LTD.
associates inc.

BELFORD AVE.-REVEGETATION PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

PROJ. MGR. JCT
PROJ. ENGIN. JB
DRAWN BY JB
DATE 01/07/16

SHEET
LB - 04
SHEET 4 OF 10
7681-000





THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

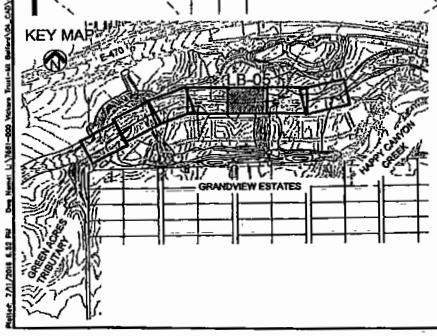
LANDSCAPE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADING AND REVEGETATION IMPROVEMENTS SHOWN ON THESE DRAWINGS.
2. ALL SEED AREAS SHALL BE AMENDED WITH 2 CUBIC YARDS OF ORGANIC SOIL AMENDMENT PER EVERY 1000 SF.
3. TREES AND SHRUBS TO BE PLANTED WITH EQUAL SPACING AS SHOWN ON PLANS.
4. STEEL LANDSCAPE EDGING TO BE PLACED ALONG BACK EDGE OF ALL PLANTING BEDS ALONG RIGHT-OF-WAY LINE. SEE SPECIFICATIONS FOR TYPE AND APPROXIMATE QUANTITY.
5. ALL LANDSCAPE IMPROVEMENTS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.
6. IRRIGATED TURF SHALL BE DURABLE TALL FESCUE SOD AVAILABLE THROUGH GRAFF TURF FARMS, FORT MORGAN, CO 1-800-280-8873 OR APPROVED EQUAL.

PLANT SCHEDULE B

SYMBOL	ABBREVIATION	SCIENTIFIC NAME	COMMON NAME	QUANTITY	NOTES
DECIDUOUS TREES					
	GT	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SHADEMASTER'	SHADEMASTER HONEYLOCUST	30	2" B&B
	FP	FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE ASH	40	2" B&B
	MS	MALUS 'SPRING SNOW'	SPRING SNOW CRABAPPLE	38	2" B&B
	GA	GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	30	2" B&B
SHRUBS					
	ACG	ACHILLEA 'CORONATION GOLD'	GOLDEN YELLOW YARROW	744	5 GAL.
	CCB	CARYOPTERIS X CLANDONENSIS 'BLUE MIST'	BLUE MIST SPIREA	205	5 GAL.
	CSK	CORNUS SERICEA 'KELSEYI'	KELSEY DOGWOOD	127	5 GAL.
	EKM	EUONYMUS KIAUTSCHOVICUS 'MANHATTAN'	MANHATTAN EUONYMUS	135	5 GAL.
	SJA	SPIRAEA JAPONICA ALBIFLORA	SPIREA JAPANESE WHITE	239	5 GAL.
GRASSES AND PERENNIALS					
	CAK	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER GRASS	141	1 GAL.
	HRS	HEMEROCALLIS 'RUBY STELLA'	RUBY STELLA DAYLILY	342	1 GAL.
	HSO	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY	348	1 GAL.
	LMP	LAMIUM MACULATUM 'PURPLE DRAGON'	PURPLE DRAGON NETTLE	377	1 GAL.
	LAH	LAVANDULA ANGUSTIFOLIA 'HIDCOTE'	DEEP BLUE LAVENDER	1,323	1 GAL.
	MRE	MAHONIA REPENS	CREEPING MAHONIA	170	1 GAL.
	MSV	MISCANTHUS SINENSIS 'VARIEGATUS'	JAPANESE SILVER GRASS	212	1 GAL.
NATIVE SEED MIX					
	NS	NATIVE SEED MIX	SEE SEED MIX ON LB-COVER	189,117 SF	

KEY MAP



Manhard CONSULTING LTD.

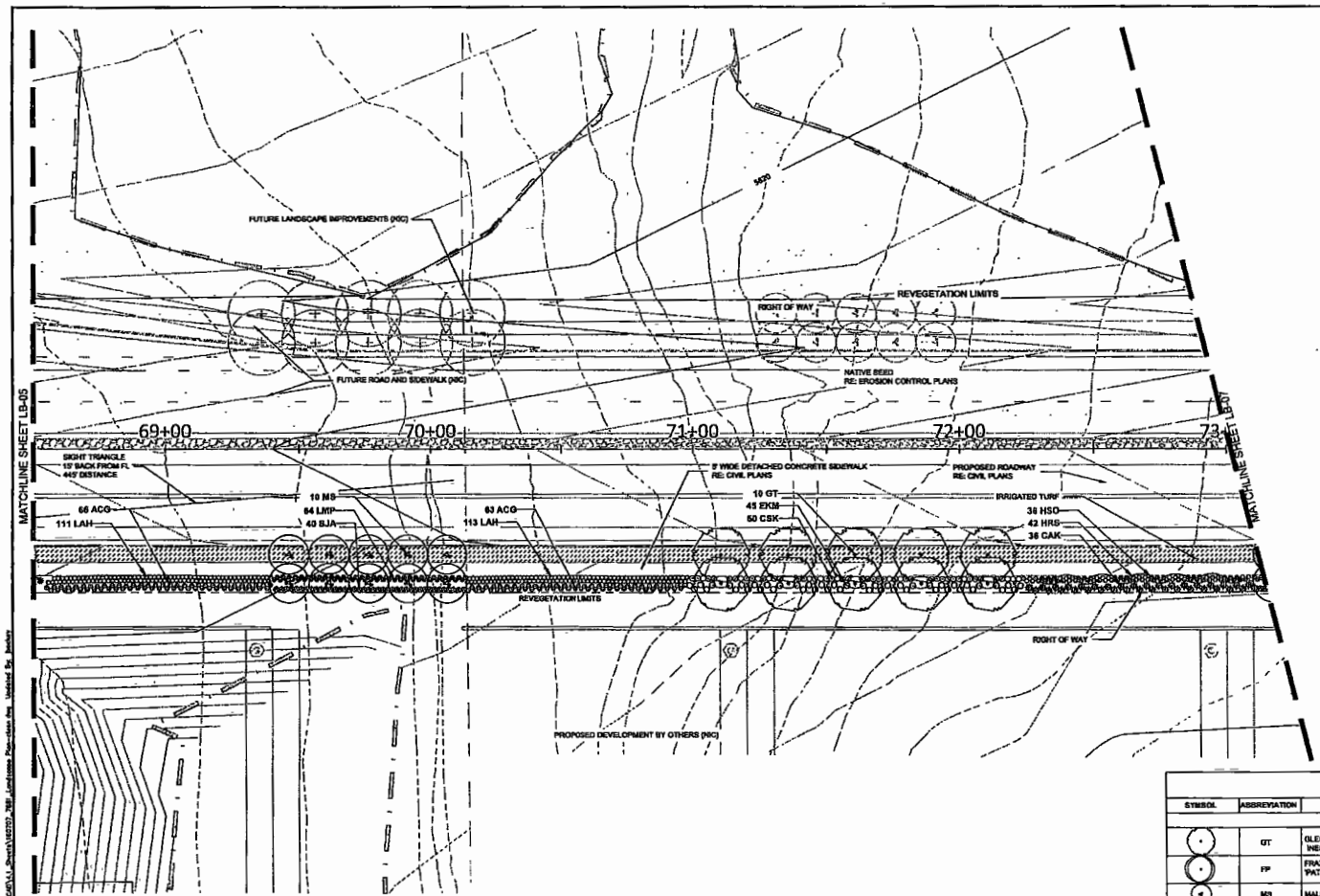
Associates Inc.
2933 South Peoria Street, Ste 101
Aurora, Colorado 80014
Phone: (303) 770-7201 Fax: (303) 770-7132
Email: aurora@manhard.com

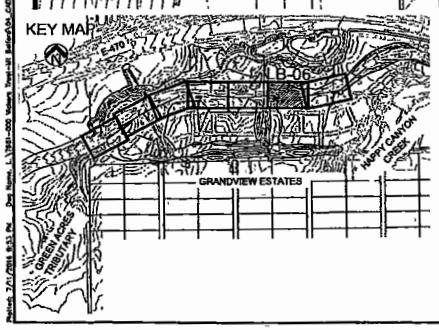
BELFORD AVE.REVEGETATION PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

FIELD WORK: JSF
FIELD REVIEW: JR
DRAWN BY: JS
DATE: 03/07/16

SHEET
LB - 05
SHEET 5 OF 10
7681-000

Plotted: 7/21/2016 8:52 PM Dwg Name: L:\7681-000 Velvara Trail-LB Belford\06_CAD\L1_Sheets\156707-7681_Landscape Plan-Belford.dwg Updated By: jsoliday





0 10 20 40

Scale: 1"=20' North

THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

LANDSCAPE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADING AND REVEGETATION IMPROVEMENTS SHOWN ON THESE DRAWINGS
2. ALL SEED AREAS SHALL BE AMENDED WITH 2 CUBIC YARDS OF ORGANIC SOIL AMENDMENT PER EVERY 1000 SF.
3. TREES AND SHRUBS TO BE PLANTED WITH EQUAL SPACING AS SHOWN ON PLANS.
4. STEEL LANDSCAPE EDGING TO BE PLACED ALONG BACK EDGE OF ALL PLANTING BEDS ALONG RIGHT-OF-WAY LINE. SEE SPECIFICATIONS FOR TYPE AND APPROXIMATE QUANTITY.
5. ALL LANDSCAPE IMPROVEMENTS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.
6. IRRIGATED TURF SHALL BE DURABLE TALL FESCUE SOD AVAILABLE THRDUGH GRAFF TURF FARMS, FORT MORGAN, CO 1-800-280-8873 DR APPROVED EQUAL.

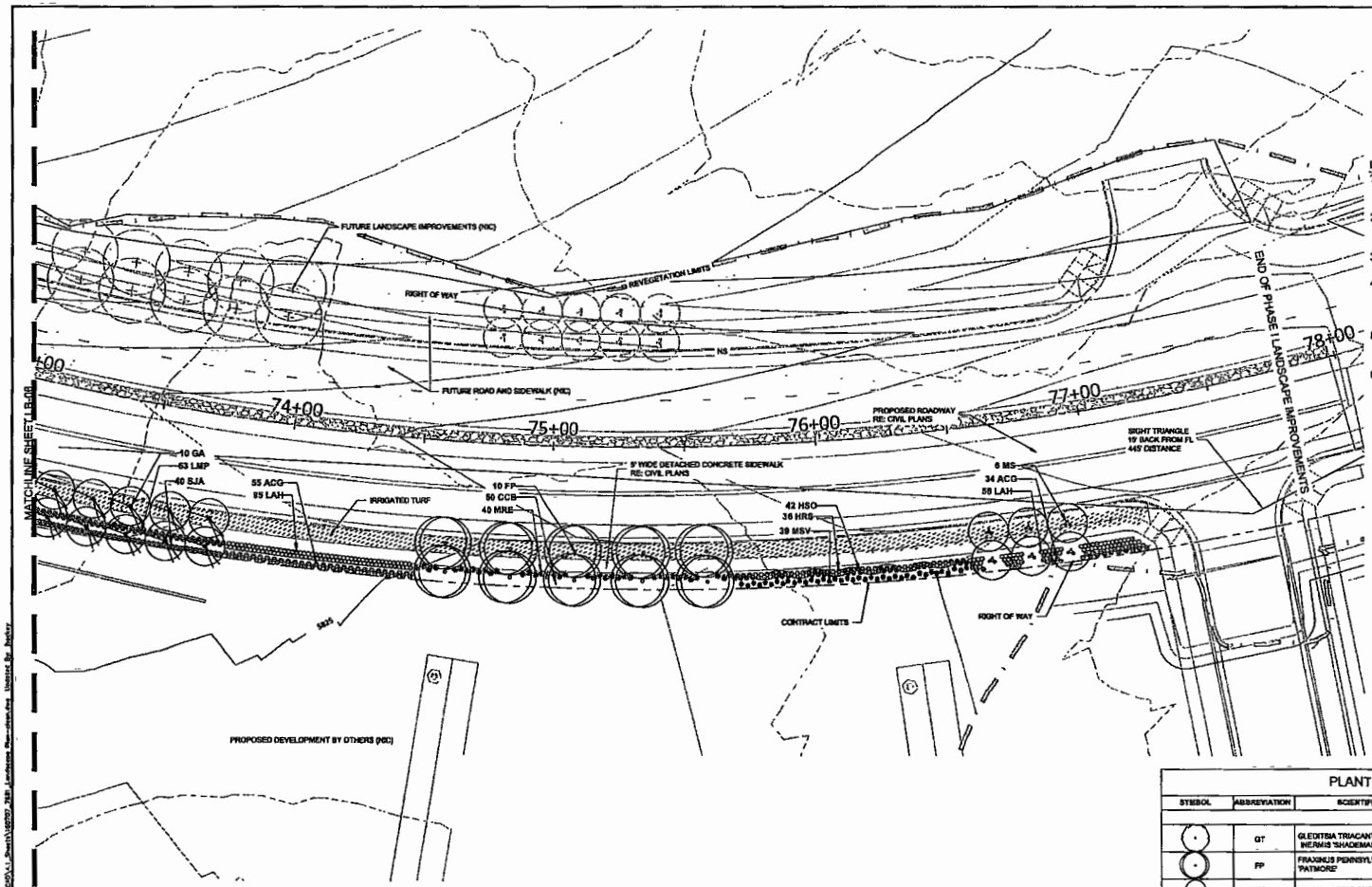
PLANT SCHEDULE B

SYMBOL	ABBREVIATION	SCIENTIFIC NAME	COMMON NAME	QUANTITY	NOTES
DECIDUOUS TREES					
	GT	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SHADEMASTER'	SHADEMASTER HONEYLOCUST	30	2½" B&B
	FP	FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE ASH	40	2½" B&B
	MS	MALUS 'SPRING SNOW'	SPRING SNOW CRABAPPLE	36	2" B&B
	GA	GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	30	2" B&B
SHRUBS					
	ACG	ACHILLEA 'CORONATION GOLD'	GOLDEN YELLOW YARROW	744	5 GAL.
	CCB	CARYOPTERIS X CLANDONENSIS 'BLUE MIST'	BLUE MIST SPIREA	205	5 GAL.
	CSK	CORNUS SERICEA 'KELSEYI'	KELSEY DOGWOOD	127	5 GAL.
	EKM	EUONYMUS 'KRAUTSCHOVICUS 'MANHATTAN'	MANHATTAN EUONYMUS	135	5 GAL.
	SJA	SPIRAEA JAPONICA ALBIFLORA	SPIREA JAPANESE WHITE	236	5 GAL.
GRASSES AND PERENNIALS					
	CAK	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER GRASS	141	1 GAL.
	HRS	HEMEROCALLIS 'RUBY STELLA'	RUBY STELLA DAYLILY	342	1 GAL.
	HSO	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY	348	1 GAL.
	LMP	LAMIUM MACULATUM 'PURPLE DRAGON'	PURPLE DRAGON NETTLE	277	1 GAL.
	LAH	LAVANDULA ANGUSTIFOLIO 'HIDCOTE'	DEEP BLUE LAVENDER	1,323	1 GAL.
	MRE	MAHONIA REPENS	CREEPING MAHONIA	170	1 GAL.
	MSV	MISCANTHUS SINENSIS 'VARIEGATUS'	JAPANESE SILVER GRASS	212	1 GAL.
NATIVE SEED MIX					
	NS	NATIVE SEED MIX	SEE SEED MIX ON LB-COVER	188,117 SF	

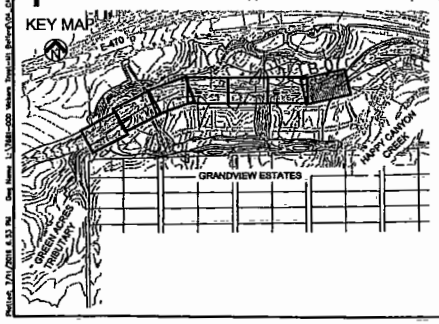
Manhard CONSULTING, LTD.
associates inc.
2503 South Parole Street, Ste 101
Aurora, Colorado 80014
Aurora (303) 695-9737 FAX (720) 379-7733

BELFORD AVE.REVEGETATION PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

SHEET
LB · 06
SHEET 6 OF 10
7681-000



KEY MAP



Scale: 1"=20' North

THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

LANDSCAPE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADING AND REVEGETATION IMPROVEMENTS SHOWN ON THESE DRAWINGS.
2. ALL SEED AREAS SHALL BE AMENDED WITH 2 CUBIC YARDS OF ORGANIC SOIL AMENDMENT PER EVERY 1000 SF.
3. TREES AND SHRUBS TO BE PLANTED WITH EQUAL SPACING AS SHOWN ON PLANS.
4. STEEL LANDSCAPE EDGING TO BE PLACED ALONG BACK EDGE OF ALL PLANTING BEDS ALONG RIGHT-OF-WAY LINE. SEE SPECIFICATIONS FOR TYPE AND APPROXIMATE QUANTITY.
5. ALL LANDSCAPE IMPROVEMENTS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.
6. IRRIGATED TURF SHALL BE DURABLE TALL FESCUE SOD AVAILABLE THROUGH GRAFF TURF FARMS, FORT MORGAN, CO 1-800-280-8873 OR APPROVED EQUAL.

PLANT SCHEDULE B

SYMBOL	ABBREVIATION	SCIENTIFIC NAME	COMMON NAME	QUANTITY	NOTES
DECIDUOUS TREES					
	GT	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SHADEMASTER'	SHADMASTER HONEYLOCUST	30	2 1/2" B&B
	FP	FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE ASH	40	2 1/2" B&B
	MS	MALUS 'SPRING SNOW'	SPRING SNOW CRABAPPLE	38	2" B&B
	GA	GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	30	2" B&B
SHRUBS					
	ACG	ACHILLEA 'CORONATION GOLD'	GOLDEN YELLOW YARROW	744	5 GAL.
	CCB	CARYOPTERIS X CLADONENSIS 'BLUE MIST'	BLUE MIST SPIREA	205	5 GAL.
	CSK	CORNUS SERICEA 'KELSEYI'	KELSEY DOGWOOD	127	5 GAL.
	EKM	EUONYMUS KAUTSCHOVICUS 'MANHATTAN'	MANHATTAN EUONYMUS	135	5 GAL.
	SJA	SPIRAEA JAPONICA ALBIFLORA	SPIREA JAPANESE WHITE	236	5 GAL.
GRASSES AND PERENNIALS					
	CAK	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER GRASS	141	1 GAL.
	HRS	HEMEROCALLIS 'RUBY STELLA'	RUBY STELLA DAYLILY	342	1 GAL.
	HSO	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY	348	1 GAL.
	LMP	LAMIUM MACULATUM 'PURPLE DRAGON'	PURPLE DRAGON NETTLE	377	1 GAL.
	LAH	LAVANDULA ANGUSTIFOLIO 'HIDCOTE'	DEEP BLUE LAVENDER	1,323	1 GAL.
	MRE	MAHONIA REPENS	CREEPING MAHONIA	170	1 GAL.
	MSV	MISCANTHUS SINENSIS 'VARIEGATUS'	JAPANESE SILVER GRASS	212	1 GAL.
NATIVE SEED MIX					
	NS	NATIVE SEED MIX	SEE SEED MIX ON LB-COVER	108,117 SF	

Manhard CONSULTING, LTD
associates Inc.
2653 South Peoria Street, Ste 101
Aurora, Colorado 80014
303-779-7100 FAX 303-779-7132
Aurora, Colorado · Fort Collins · Denver · Rifle · Rising Sun

BELFORD AVE.REVEGETATION PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

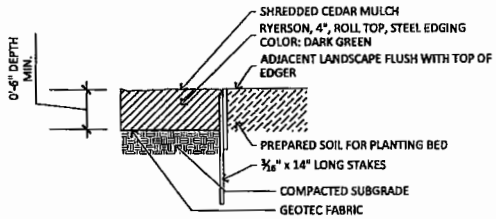
PROJ. MGR. LJT
PROJ. ENGR. JR
DRAWN BY JS
DATE 02/07/16

SHEET
LB - 07
SHEET 7 OF 9
7681-000

GENERAL NOTES

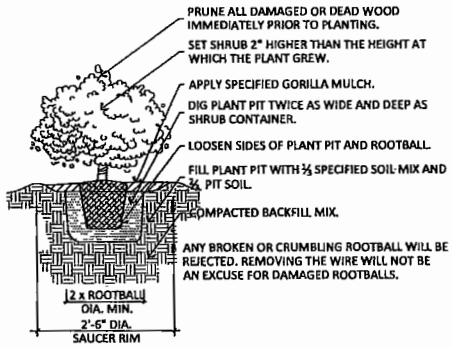
1. CONTRACTOR TO VERIFY FIELD CONDITIONS AND NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH THE WORK.
2. CONTRACTOR SHALL HAVE UTILITIES STAKED OR LOCATED (811) AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
3. ALL TREES SHALL BE A MINIMUM OF 10' FROM EXISTING WATER AND SANITARY LINE OR IRRIGATION MAINLINE (IF POSSIBLE).
4. SHRUB BED MULCH SHALL BE SHREDDED CEDAR BARK MULCH (6" GORILLA MULCH)

LANDSCAPE DETAILS



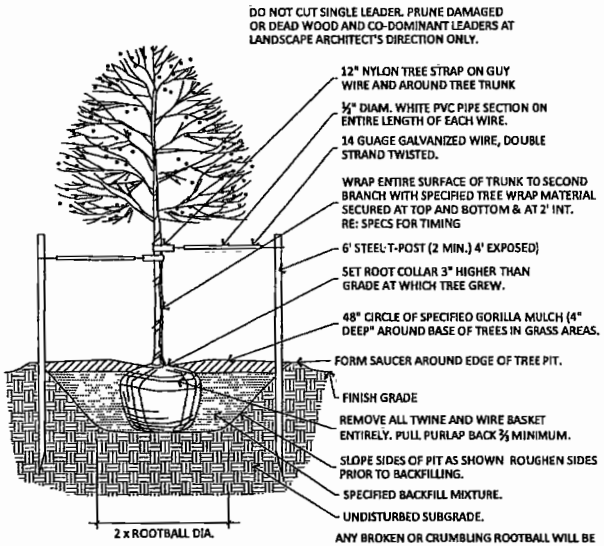
B EDGER DETAIL - CEDAR MULCH AND PLANT BED DETAIL

N.T.S.



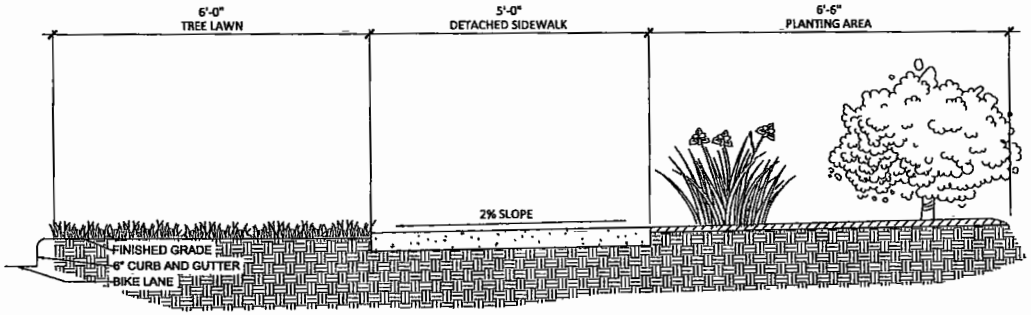
A SHRUB PLANTING DETAIL

N.T.S.



C DECIDUOUS TREE PLANTING DETAIL

N.T.S.



D STANDARD STREETSCAPE SECTION

SCALE: 1"=1'-0"

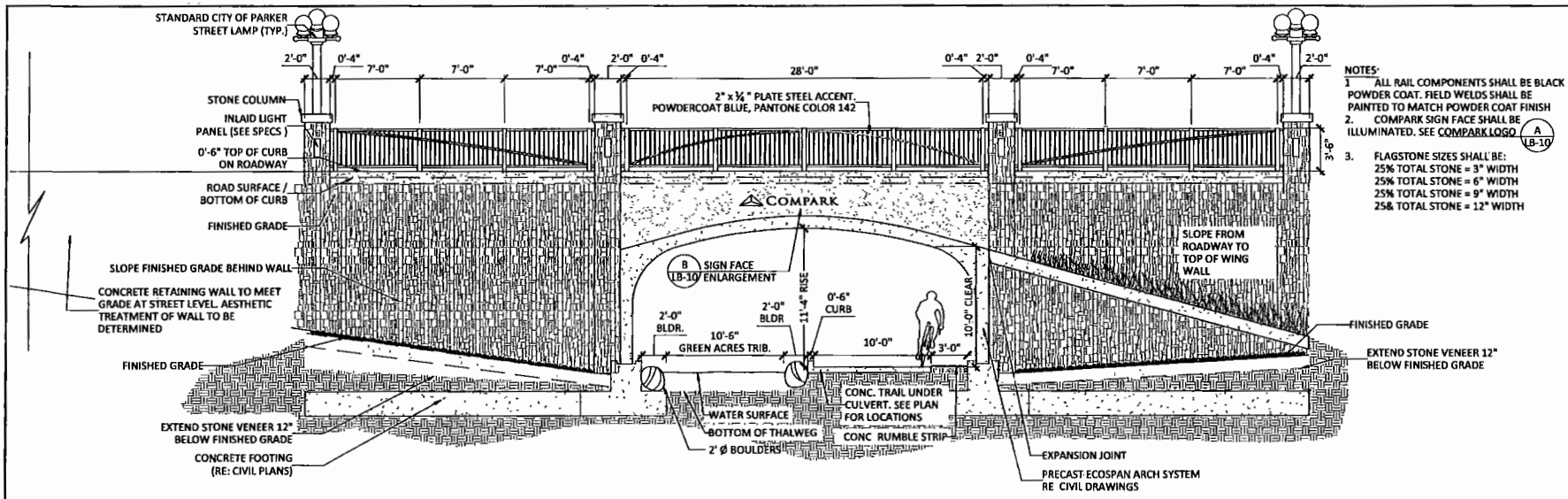
THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

Manhard consulting
associates inc.
7600 E. Orchard Road, Ste 101
Greenwood Village, Colorado 80111
303.770.7201 FAX 770-7132

BELFORD AVE. LANDSCAPE PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

SHEET
LB · 08
SHEET 8 OF 10
7681-000

Plotted: 7/12/2016, 8:57 AM Dwg Name: L:\7681-000 Velora Trails-All Belford\Lbs-Cd\VL1_Brett\18078_Compark Details.dwg Updated By: bettry

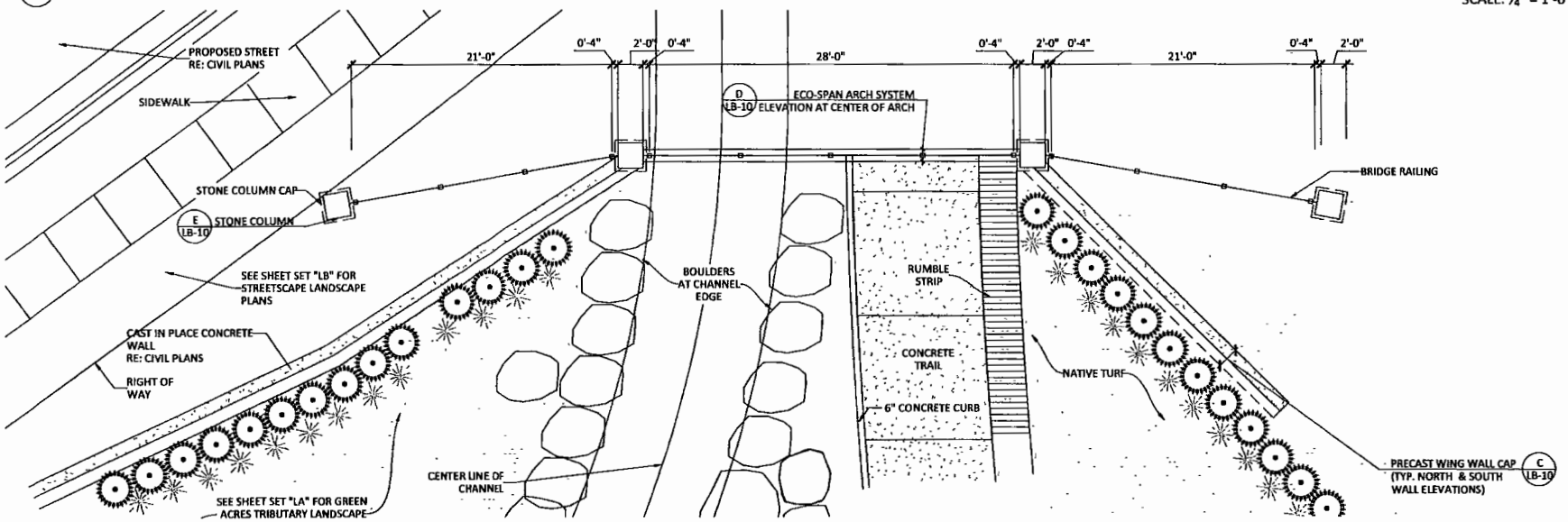


NOTES:

1. ALL RAIL COMPONENTS SHALL BE BLACK POWDER COAT. FIELD WELDS SHALL BE PAINTED TO MATCH POWDER COAT FINISH
2. COMPARK SIGN FACE SHALL BE ILLUMINATED. SEE COMPARK LOGO (A LB-10)
3. FLAGSTONE SIZES SHALL BE:
   25% TOTAL STONE = 3" WIDTH
   25% TOTAL STONE = 6" WIDTH
   25% TOTAL STONE = 9" WIDTH
   25& TOTAL STONE = 12" WIDTH

(A) ECO-SPAN PRECAST CONCRETE ARCH SYSTEM - AESTHETIC TREATMENT ELEVATION

SCALE: ¼" = 1'-0"



(B) ECO-SPAN PRECAST CONCRETE ARCH SYSTEM - PLAN VIEW

SCALE: ¼" = 1'-0"

THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

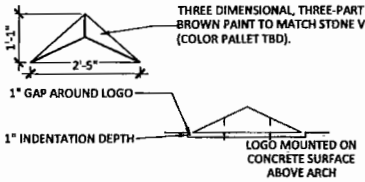
Manhard CONSULTING LTD
Manhard associates Inc.
2303 South Prairie Blvd., Ste 101
Colorado Springs, CO 80910
303/770-7201 FAX 770-7132

BELFORD AVE. LANDSCAPE PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

01/07/16

SHEET
LB - 09
SHEET 9 OF 10
7581-000

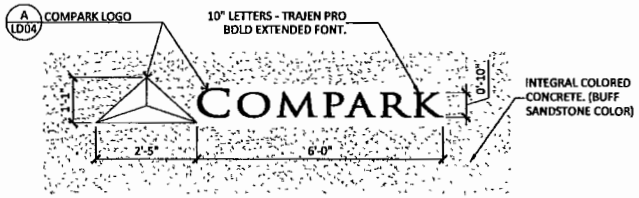
"COMPARK
REVERSE PAN CHANNEL LETTERS WITH 4" RETURN LETTER AND RETURN PAINTED BLACK SHOULD BE CONTROLLED WITH ELECTRIC EYE
LETTERS TO BE MOUNTED 1-¼" OFF WALL



LOGO CENTER POINT IS RAISED WITH ALL THREE SEPARATE COMPONENTS (¼" WHITE PLEXIGLASS FILLED GAP BETWEEN EACH) MOUNTED 1" OFF WALL. INDENTATION IN WALL THAT IS ½" LARGER THAN LOGO ON ALL SIDES. LOGO IS ILLUMINATED FROM BEHIND WITH NEON FIBER OPTIC TO ALLOW THE SAME HALO EFFECT AS WILL OCCUR AROUND THE LETTERS. MOUNTING MUST NOT BE VISIBLE.

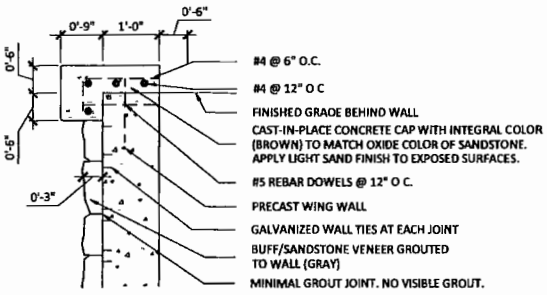
A COMPARK LOGO

N.T.S.



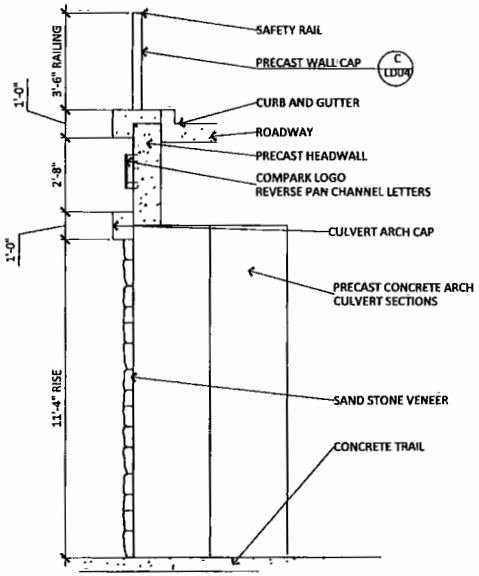
B SIGN FACE ENLARGEMENT

SCALE: ¾" = 1'-0"



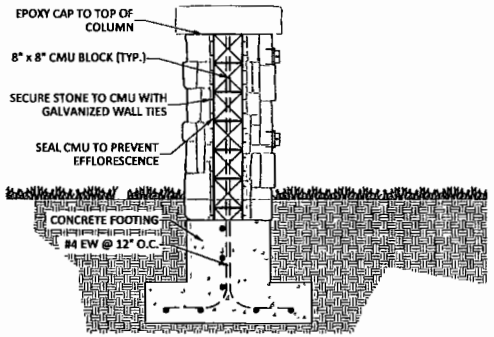
C PRE CAST WING WALL CAP AND WALL CAP

SCALE: 1" = 1'-0"



D ECO-SPAN ARCH SYSTEM ELEVATION AT CENTER OF CULVERT

SCALE: 1/4" = 1'-0"



E STONE COLUMN STRUCTURAL DETAIL

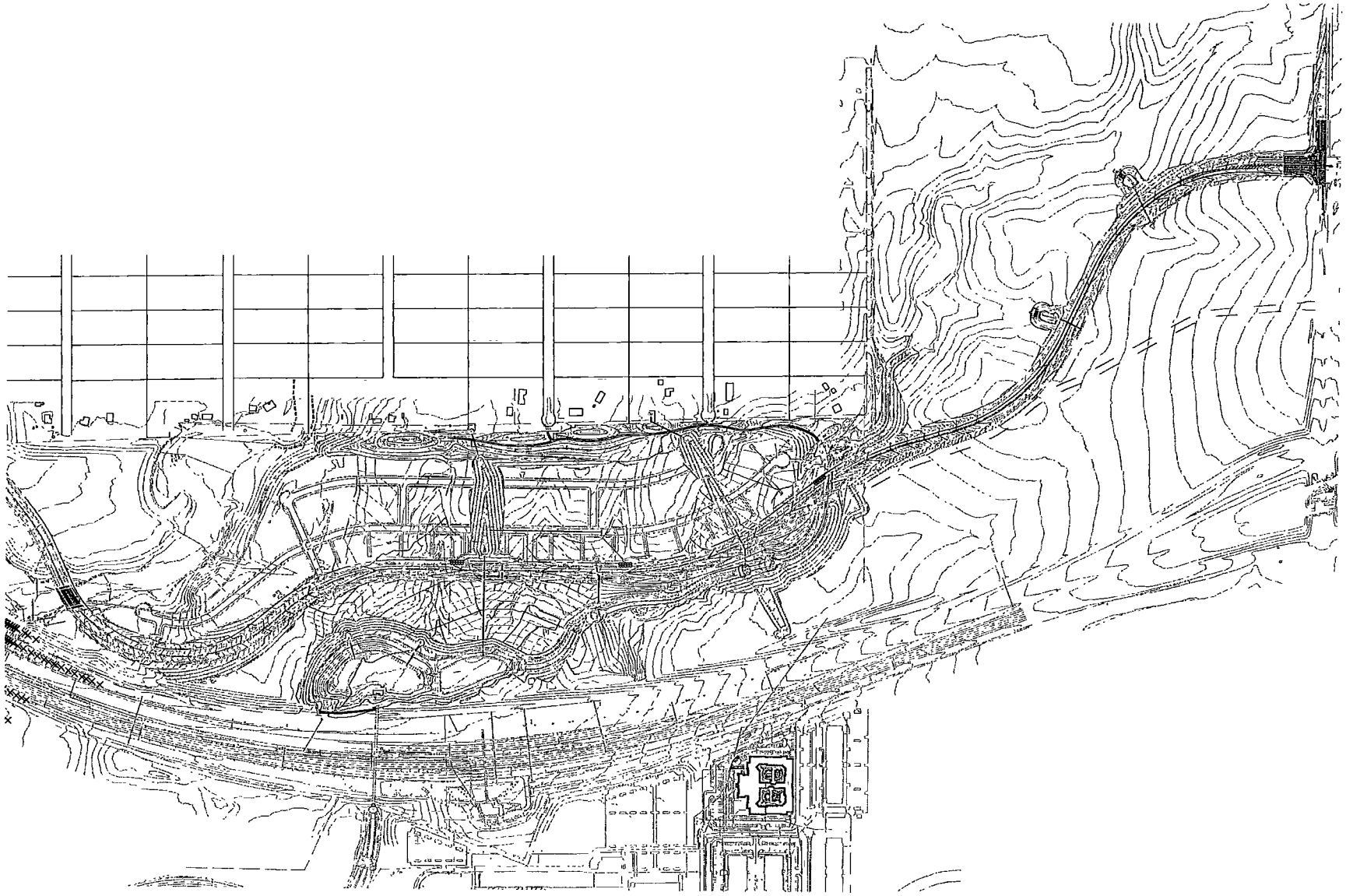
SCALE: 3/4" = 1'-0"

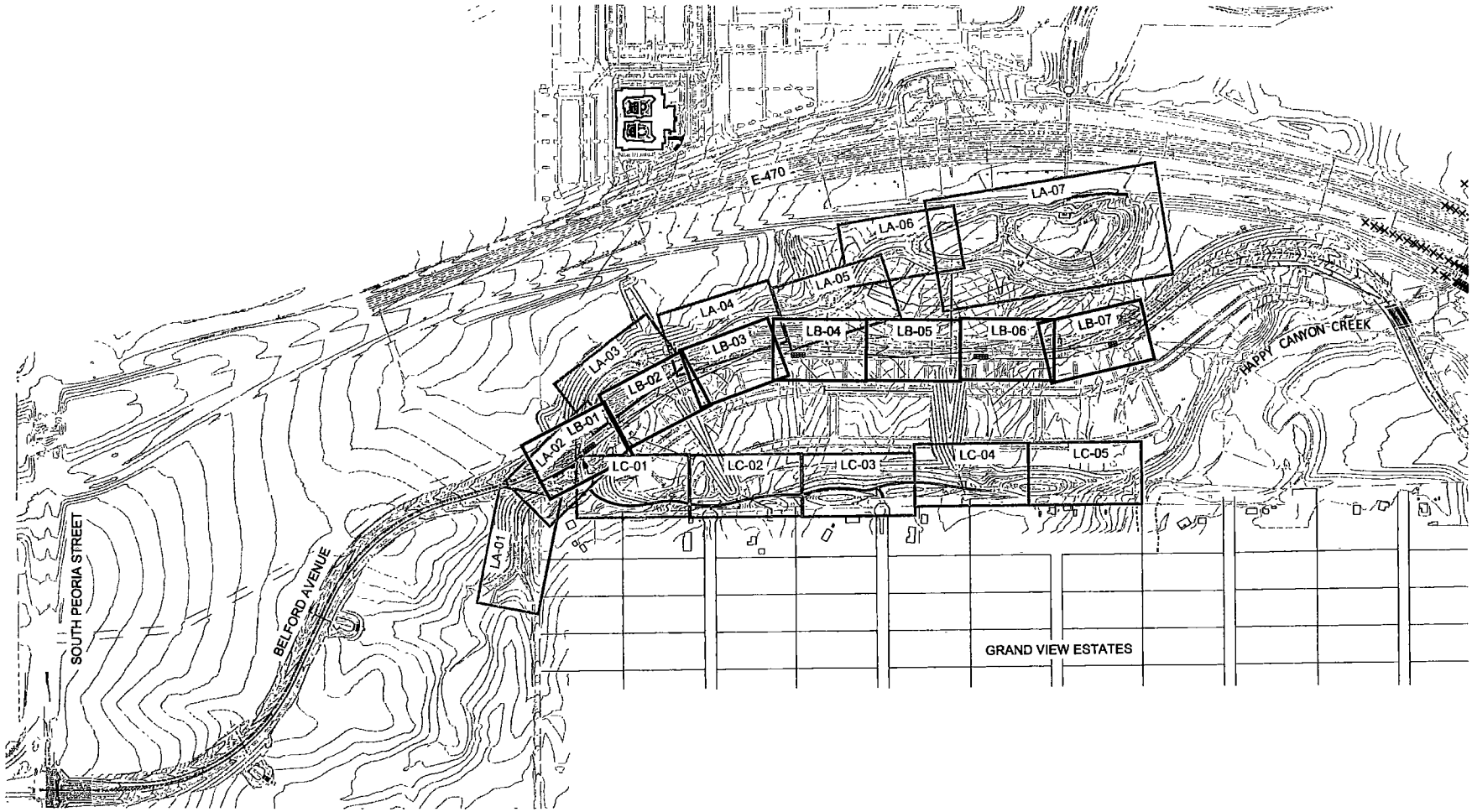
THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

Manhard CONSULTING LTD
associates inc.
2253 South Parker Road, Ste 101
Denver, Colorado 80231
303.770.7201 FAX 770.7132

BELFORD AVE. LANDSCAPE PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

SHEET
LB - 10
SHEET 10 OF 10
7681-000





	UPLAND NATIVE SEED MIX				
SYM.	COMMON NAME, VARIETY	SCIENTIFIC NAME	100% PLS/AC	% OF TOTAL	PLS/AC
	WESTERN WHEATGRASS, ARRIBA	PASCOPYRUM SMITHII	13.47	44.03	5.93
	BLUE GRAMA, LOVINGSTON	BOUTELOUA GRACILIS	1.92	6.29	0.12
	SIDEOATS GRAMA, HACHITA	BOUTELOUA CURTIPENDULA	2.89	9.43	0.27
	SWITCHGRASS, TRAILBLAZER	PANICUM VIRGATUM	0.96	3.14	0.03
	YELLOW INDIANGRASS, HOLT	SORGHASTRUM NUTANS	2.31	7.55	0.17
	JUNEGRASS	KOELERIA MACRANTHERA ELYMUS TRACHYCULUS	0.19	0.63	0.00
	SLENDER WEATGRASS	SUBSP. TRACHYCAULUS	3.85	12.58	0.49
	BIG BLUESTEM, KAW	ANDROPOGON GERARDII	2.70	8.81	0.24
	PUBESCENT WHEATGRASS	AGROPYRON TRICHOPHORUM	2.31	7.54	0.17
		TOTAL	30.60	100.00	7.43

REVEGETATION SERIES PAGE INDEX

LA SERIES SHEET SET NOT INCLUDED IN THIS SUBMITTAL

LA SERIES	DRAINAGE REVEGETATION & DROP STRUCTURES	LA 01 - LA 08
LB SERIES	BELFORD AVE STREETSCAPE	LB 01 - LB 10
LC SERIES	OPEN SPACE LANDSCAPE AND TRAIL	LC 01 - LC 06

North

THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

Manhard CONSULTING LTD
associates inc.
2503 South Peoria Street, Ste 101
Aurora, CO 80014
303-770-7201 FAX 770-7132
www.manhardconsulting.com

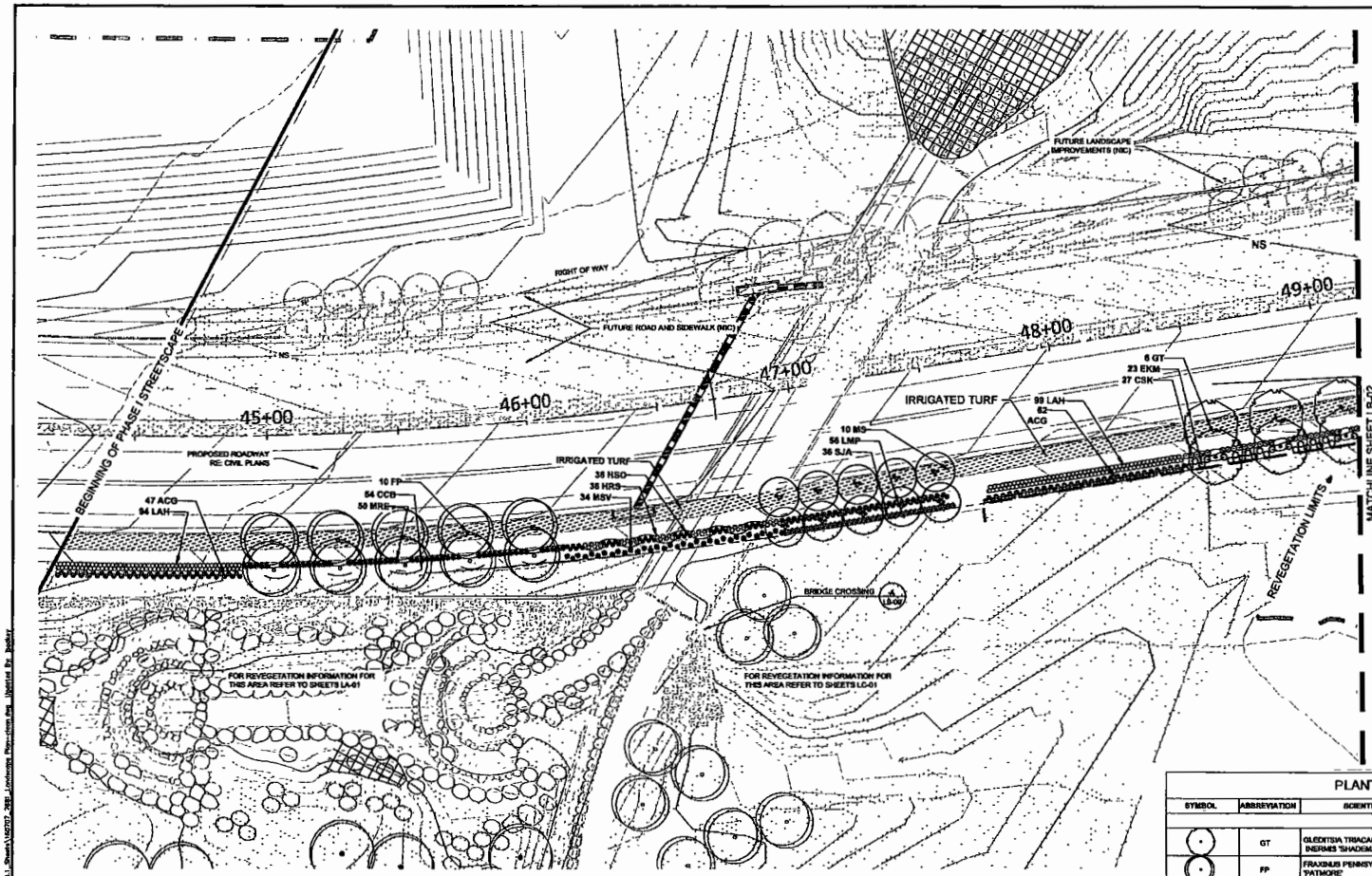
BELFORD AVE. REVEGETATION PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

FIELD BOOK: 1212
FIELD CREW: JD
DRAWN BY: JD
DATE: 07/07/04

SHEET
LB
SHEET INDEX
COVER SHEET
7581-000

© 2001 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED

Plotted: 7/7/2004 6:51 PM Dwg Name: L:\7581-000 Velvet Trail-41 Belford\04_CAD\L41_Sheets\M5707_7581_Landscape Plan-dwg Updated By: jordan



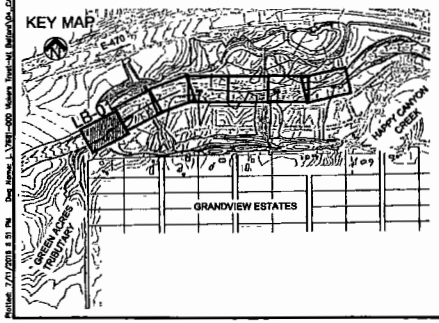
Scale: 1"=20' North

THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

LANDSCAPE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADING AND REVEGETATION IMPROVEMENTS SHOWN ON THESE DRAWINGS.
2. ALL SEED AREAS SHALL BE AMENDED WITH 2 CUBIC YARDS OF ORGANIC SOIL AMENDMENT PER EVERY 1000 SF.
3. TREES AND SHRUBS TO BE PLANTED WITH EQUAL SPACING AS SHOWN ON PLANS.
4. STEEL LANDSCAPE EDGING TO BE PLACED ALONG BACK EDGE OF ALL PLANTING BEDS ALONG RIGHT-OF-WAY LINE. SEE SPECIFICATIONS FOR TYPE AND APPROXIMATE QUANTITY.
5. ALL LANDSCAPE IMPROVEMENTS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM
6. IRRIGATED TURF SHALL BE DURABLE TALL FESCUE SOD AVAILABLE THROUGH GRAFF TURF FARMS, FORT MORGAN, CO 1-800-280-8873 OR APPROVED EQUAL.

KEY MAP



PLANT SCHEDULE B

SYMBOL	ABBREVIATION	SCIENTIFIC NAME	COMMON NAME	QUANTITY	NOTES
DECIDUOUS TREES					
	GT	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SHADEMASTER'	SHADMASTER HONEYLOCUST	30	2 1/2" B&B
	FP	FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE ASH	40	2 1/2" B&B
	MS	MALUS 'SPRING SNOW'	SPRING SNOW CRABAPPLE	36	2" B&B
	GA	GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	30	2" B&B
SHRUBS					
	ACG	ACHILLEA 'CORONATION GOLD'	GOLDEN YELLOW YARROW	744	5 GAL.
	CCB	CARYOPTERIS X CLADONENSIS 'BLUE MIST'	BLUE MIST SPIREA	205	5 GAL.
	CSK	CORNUS SERICEA 'KELSEYI'	KELSEY DOGWOOD	127	5 GAL.
	EKM	EUONYMUS KAUTSCHOVICUS 'MANHATTAN'	MANHATTAN EUONYMUS	135	5 GAL.
	SJA	SPIRAEA JAPONICA ALBIFLORA	SPIREA JAPANESE WHITE	238	5 GAL.
GRASSES AND PERENNIALS					
	CAK	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER GRASS	141	1 GAL.
	HRS	HEMEROCALLIS 'RUBY STELLA'	RUBY STELLA DAYLILY	342	1 GAL.
	HSO	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY	346	1 GAL.
	LMP	LAMIUM MACULATUM 'PURPLE DRAGON'	PURPLE DRAGON NETTLE	377	1 GAL.
	LAH	LAVANDULA ANGUSTIFOLIO 'HIDCOTE'	DEEP BLUE LAVENDER	1,323	1 GAL.
	MRE	MAHONIA REPENS	CREEPING MAHONIA	170	1 GAL.
	MSV	MISCANTHUS SINENSIS 'VARIEGATUS'	JAPANESE SILVER GRASS	212	1 GAL.
NATIVE SEED MIX					
	NS	NATIVE SEED MIX	SEE SEED MIX ON LB-COVER	186,117 SF	

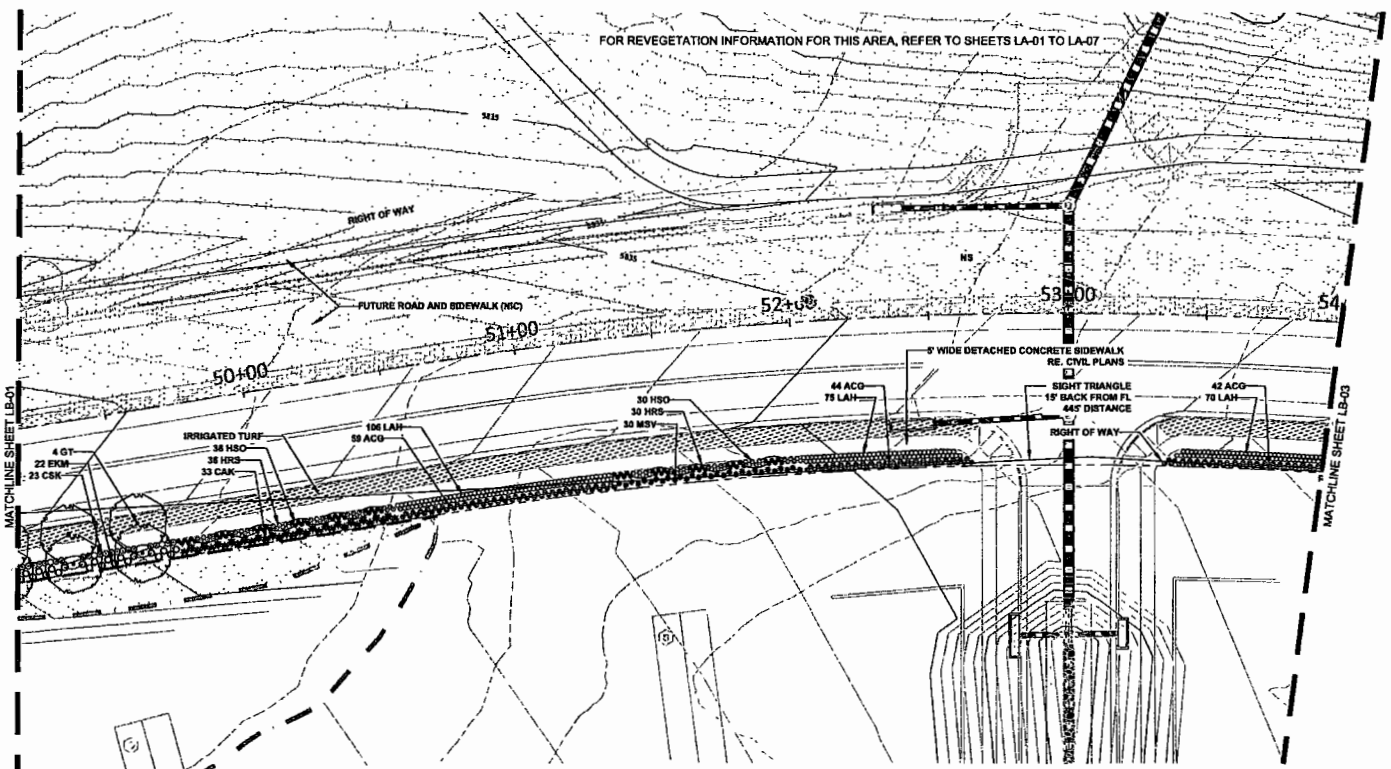
Manhard Consulting
associates inc.
2950 South Peoria Street, Ste 101
Aurora, CO 80014
303-779-7201 FAX 779-7132

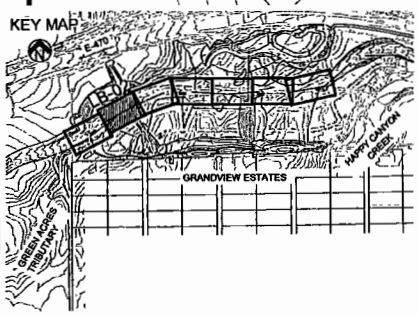
BELFORD AVE.REVEGETATION PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

FIELD BOOK: 101
FIELD ASSOC.: JB
DRAWN BY: JB
DATE: 07/07/16

SHEET
LB - 01
SHEET 1 OF 10
7581-000

Plotted: 7/11/2016 8:51 PM Dwg Name: L:\7581-000 Miners Trail-141 Belford\dp-CAD\L-Sheets\100207-2BB-Landscape Revegetation.dwg Plotted By: jbeiker
© 2010 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED





0 10 20 40

Scale: 1"=20' North

THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

LANDSCAPE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADING AND REVEGETATION IMPROVEMENTS SHOWN ON THESE DRAWINGS
2. ALL SEED AREAS SHALL BE AMENDED WITH 2 CUBIC YARDS OF ORGANIC SOIL AMENDMENT PER EVERY 1000 SF.
3. TREES AND SHRUBS TO BE PLANTED WITH EQUAL SPACING AS SHOWN ON PLANS.
4. STEEL LANDSCAPE EDGING TO BE PLACED ALONG BACK EDGE OF ALL PLANTING BEDS ALONG RIGHT-OF-WAY LINE. SEE SPECIFICATIONS FOR TYPE AND APPROXIMATE QUANTITY
5. ALL LANDSCAPE IMPROVEMENTS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.
6. IRRIGATED TURF SHALL BE DURABLE TALL FESCUE SOO AVAILABLE THROUGH GRAFF TURF FARMS, FORT MORGAN, CO 1-800-280-8873 OR APPROVED EQUAL.

PLANT SCHEDULE B

SYMBOL	ABBREVIATION	SCIENTIFIC NAME	COMMON NAME	QUANTITY	NOTES
DECIDUOUS TREES					
	GT	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SHADEMASTER'	SHADMASTER HONEYLOCUST	30	2 1/2" B&B
	FP	FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE ASH	40	2 1/2" B&B
	MS	MALUS 'SPRING SNOW'	SPRING SNOW CRABAPPLE	36	2" B&B
	GA	GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	30	3" B&B
SHRUBS					
	ACG	ACHILLEA 'CORONATION GOLD'	GOLDEN YELLOW YARROW	744	5 GAL.
	CCB	CARYOPTERIS X CLADORENSIS 'BLUE MIST'	BLUE MIST SPIREA	208	5 GAL.
	CSK	CORNUS SERICEA 'KELSEYI'	KELSEY DOGWOOD	127	5 GAL.
	EKM	EUONYMUS KRAUTSCHOVICUS 'MANHATTAN'	MANHATTAN EUONYMUS	135	5 GAL.
	SJA	SPIRAEA JAPONICA ALBIFLORA	SPIREA JAPANESE WHITE	238	5 GAL.
GRASSES AND PERENNIALS					
	CAK	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER GRASS	141	1 GAL.
	HRS	HEMEROCALLIS 'RUBY STELLA'	RUBY STELLA DAYLILY	342	1 GAL.
	HSO	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY	348	1 GAL.
	LMP	LAMIUM MACULATUM 'PURPLE DRAGON'	PURPLE DRAGON NETTLE	377	1 GAL.
	LAH	LAVANDULA ANGUSTIFOLIO 'HIDCOTE'	DEEP BLUE LAVENDER	1,323	1 GAL.
	MRE	MAHONIA REPENS	CREEPING MAHONIA	170	1 GAL.
	MSV	MISCANTHUS SINENSIS 'VARIEGATUS'	JAPANESE SILVER GRASS	212	1 GAL.
NATIVE SEED MIX					
	NS	NATIVE SEED MIX	SEE SEED MIX ON LB-COVER	188,117 SF	

Manhard CONSULTING LTD
associates Inc.
2503 South Peoria Street, Ste 101
Aurora, Colorado 80014
303-779-5710 FAX 779-7132
Planning Services · Civil Engineering · Surveying

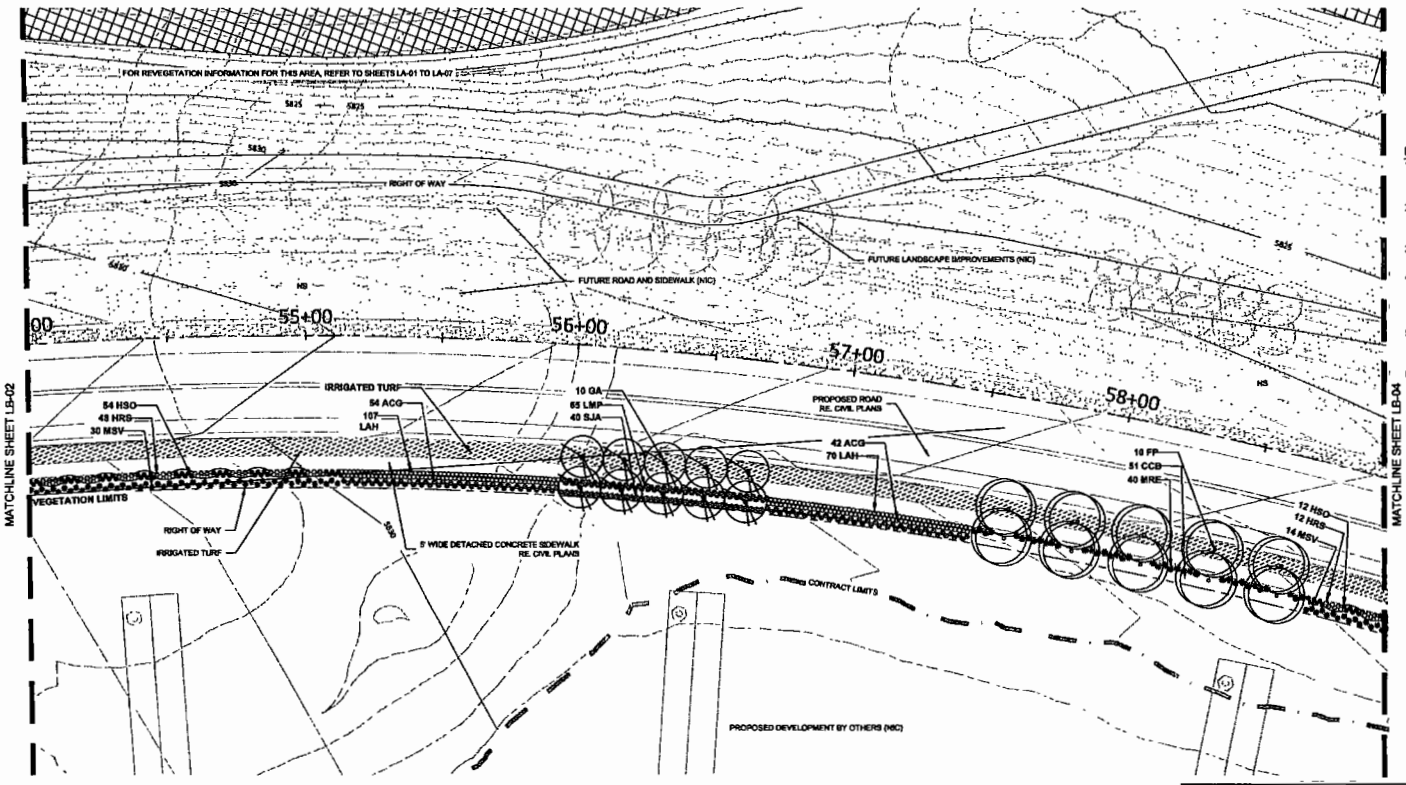
BELFORD AVE.REVEGETATION PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

PROJ. MGR. JPV
PROJ. ENGR. JS
DESIGN BY JS
DATE 07/07/16

SHEET
LB - 02
SHEET 2 OF 10
7581-000

© 2013 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED

Plotted: 7/11/2016 8:51 AM Dwg Name: L:\7581-000 Mining Trust-01 Parker\CIV\CAD\Landscape Plans\ldp-02.dwg Updated By: jpackey



Scale: 1"=20' North

THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

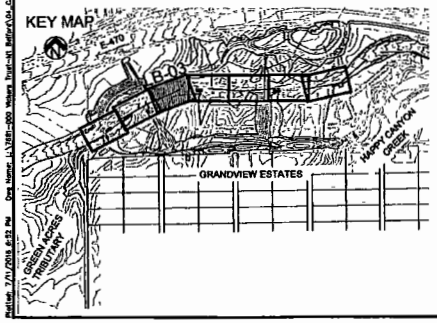
LANDSCAPE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADING AND REVEGETATION IMPROVEMENTS SHOWN ON THESE DRAWINGS.
2. ALL SEED AREAS SHALL BE AMENDED WITH 2 CUBIC YARDS OF ORGANIC SOIL AMENDMENT PER EVERY 1000 SF.
3. TREES AND SHRUBS TO BE PLANTED WITH EQUAL SPACING AS SHOWN ON PLANS.
4. STEEL LANDSCAPE EDGING TO BE PLACED ALONG BACK EDGE OF ALL PLANTING BEDS ALONG RIGHT-OF-WAY LINE SEE SPECIFICATIONS FOR TYPE AND APPROXIMATE QUANTITY.
5. ALL LANDSCAPE IMPROVEMENTS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM
6. IRRIGATED TURF SHALL BE DURABLE TALL FESCUE SOD AVAILABLE THROUGH GRAFF TURF FARMS, FORT MORGAN, CO 1-800-280-8873 OR APPROVED EQUAL.

PLANT SCHEDULE B

SYMBOL	ABBREVIATION	SCIENTIFIC NAME	COMMON NAME	QUANTITY	NOTES
DECIDUOUS TREES					
	GT	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SHADEMASTER'	SHADMASTER HONEYLOCUST	30	2 1/2" B&B
	FP	FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE ASH	40	2 1/2" B&B
	MS	MALUS 'SPRING SNOW'	SPRING SNOW CRABAPPLE	36	2" B&B
	GA	GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	30	2" B&B
SHRUBS					
	ACG	ACHILLEA 'CORONATION GOLD'	GOLDEN YELLOW YARROW	744	5 GAL.
	CCB	CARYOPTERIS X CLADONENSIS 'BLUE MIST'	BLUE MIST SPIREA	205	5 GAL.
	CSK	CORNUS SERICEA 'KELSEYI'	KELSEY DOGWOOD	187	5 GAL.
	EKM	EUONYMUS KIAUTSCHOVICUS 'MANHATTAN'	MANHATTAN EUONYMUS	135	5 GAL.
	SJA	SPIRAEA JAPONICA ALBIFLORA	SPIREA JAPANESE WHITE	238	5 GAL.
GRASSES AND PERENNIALS					
	CAK	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER GRASS	141	1 GAL.
	HRS	HEMEROCALLIS 'RUBY STELLA'	RUBY STELLA DAYLILY	342	1 GAL.
	HSO	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY	348	1 GAL.
	LMP	LAMIUM MACULATUM 'PURPLE DRAGON'	PURPLE DRAGON NETTLE	377	1 GAL.
	LAH	LAVANDULA ANGUSTIFOLIO 'HIDCOTE'	DEEP BLUE LAVENDER	1,323	1 GAL.
	MRE	MAHONIA REPENS	CREEPING MAHONIA	170	1 GAL.
	MSV	MISCANTHUS SINENSIS 'VARIEGATUS'	JAPANESE SILVER GRASS	312	1 GAL.
NATIVE SEED MIX					
	NS	NATIVE SEED MIX	SEE SEED MIX ON LB-COVER	188,117 SF	

KEY MAP



Manhard CONSULTING, LTD.
associates inc.
2603 South Parrie Street, Ste 101
North Colorado 80574
Phone: (970) 221-2132
Fax: (970) 221-2133
www.manhard.com

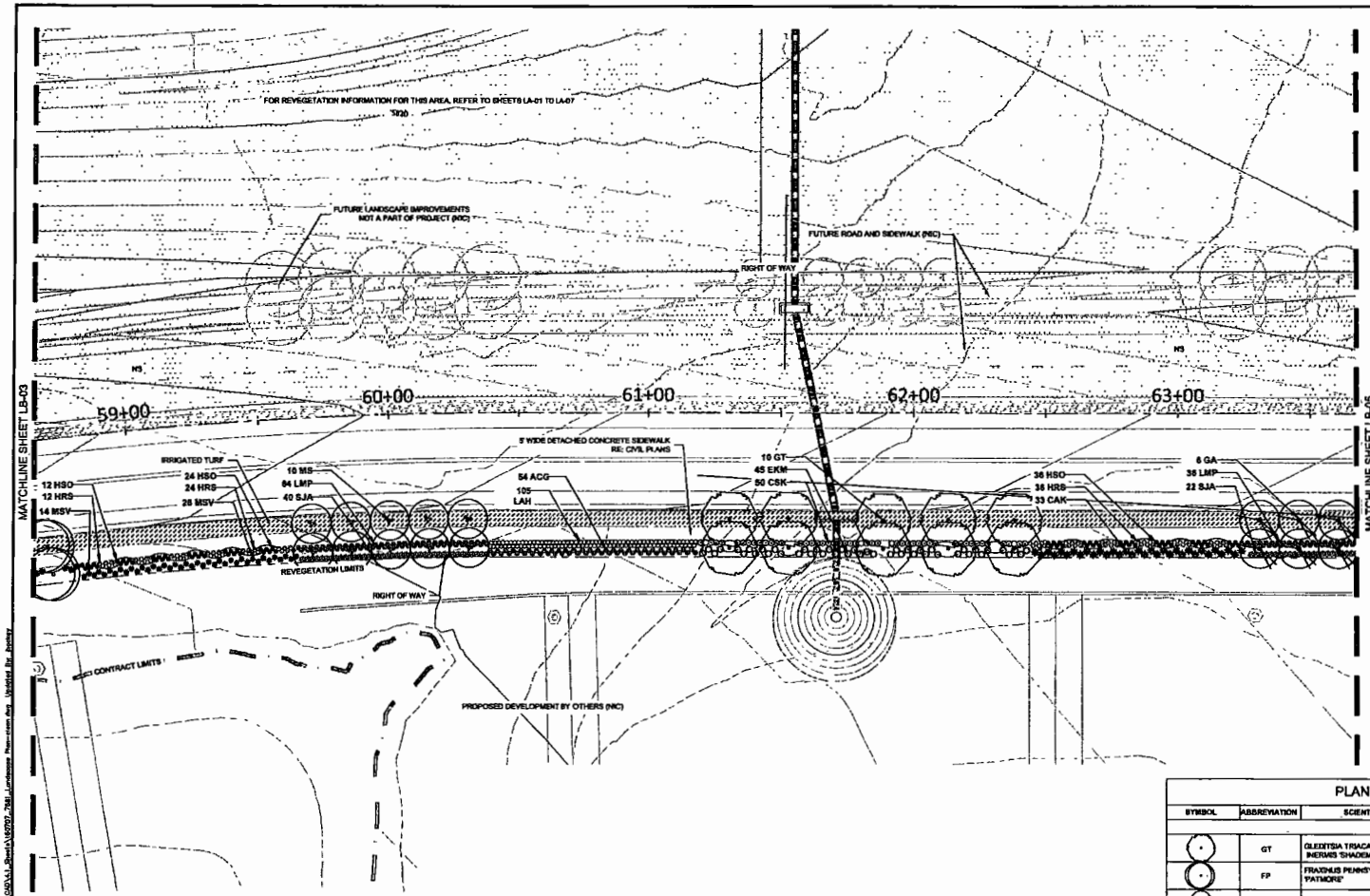
BELFORD AVE.REVEGETATION PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

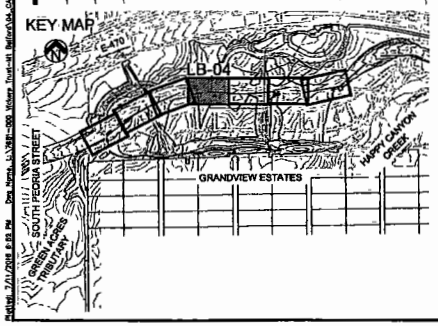
FINAL INSP. JCS
FINAL PROCESS JR
DESIGNED BY JR
DATE 07/02/16

SHEET
LB - 03
SHEET 3 OF 10
7681-000

© 2016 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED

Refresh: 7/01/2016 6:53 PM Dwg Name: L:\7681-000 Village Trail-LB Belford\Dir_CADD\LS_Sheets\LB0703_7681 Landscape Revegetation.dwg Updated By: jbastey





0 10 20 40

Scale: 1"=20' North

THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

LANDSCAPE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADING AND REVEGETATION IMPROVEMENTS SHOWN ON THESE DRAWINGS.
2. ALL SEED AREAS SHALL BE AMENDED WITH 2 CUBIC YARDS OF ORGANIC SOIL AMENDMENT PER EVERY 1000 SF.
3. TREES AND SHRUBS TO BE PLANTED WITH EQUAL SPACING AS SHOWN ON PLANS.
4. STEEL LANDSCAPE EDGING TO BE PLACED ALONG BACK EDGE OF ALL PLANTING BEDS ALONG RIGHT-OF-WAY LINE SEE SPECIFICATIONS FOR TYPE AND APPROXIMATE QUANTITY.
5. ALL LANDSCAPE IMPROVEMENTS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM
6. IRRIGATED TURF SHALL BE DURABLE TALL FESCUE SOD AVAILABLE THROUGH GRAFF TURF FARMS, FORT MORGAN, CO 1-800-280-8873 OR APPROVED EQUAL.

PLANT SCHEDULE B

SYMBOL	ABBREVIATION	SCIENTIFIC NAME	COMMON NAME	QUANTITY	NOTES
DECIDUOUS TREES					
	GT	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SHADEMASTER'	SHADEMASTER HONEYLOCUST	30	2 1/2" B&B
	FP	FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE ASH	40	2 1/2" B&B
	MS	MALUS 'SPRING SNOW'	SPRING SNOW CRABAPPLE	38	2" B&B
	GA	GRANDSFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	30	2" B&B
SHRUBS					
	ACG	ACHILLEA 'CORONATION GOLD'	GOLDEN YELLOW YARROW	744	5 GAL.
	CCB	CARYOPTERIS X CLANDONENSIS 'BLUE MIST'	BLUE MIST SPIREA	205	5 GAL.
	CSK	CORNUS SERICEA 'KELSEYI'	KELSEY DOGWOOD	127	5 GAL.
	EKM	EUONYMUS KAUTSCHOVICUS 'MANHATTAN'	MANHATTAN EUONYMUS	135	5 GAL.
	SJA	SPIRAEA JAPONICA ALBIFLORA	SPIREA JAPANESE WHITE	236	5 GAL.
GRASSES AND PERENNIALS					
	CAK	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER GRASS	141	1 GAL.
	HRS	HEMEROCALLIS 'RUBY STELLA'	RUBY STELLA DAYLILY	342	1 GAL.
	HSO	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY	348	1 GAL.
	LMP	LAMIUM MACULATUM 'PURPLE DRAGON'	PURPLE DRAGON NETTLE	377	1 GAL.
	LAH	LAVANDULA ANGUSTIFOLIO 'HIDCOTE'	DEEP BLUE LAVENDER	1,323	1 GAL.
	MRE	MAHONIA REPENS	CREEPING MAHONIA	170	1 GAL.
	MSV	MISCANTHUS SINENSIS 'VARIEGATUS'	JAPANESE SILVER GRASS	212	1 GAL.
NATIVE SEED MIX					
	NS	NATIVE SEED MIX	SEE SEED MIX ON LB-COVER	198,117 SF	

Manhard CONSULTING

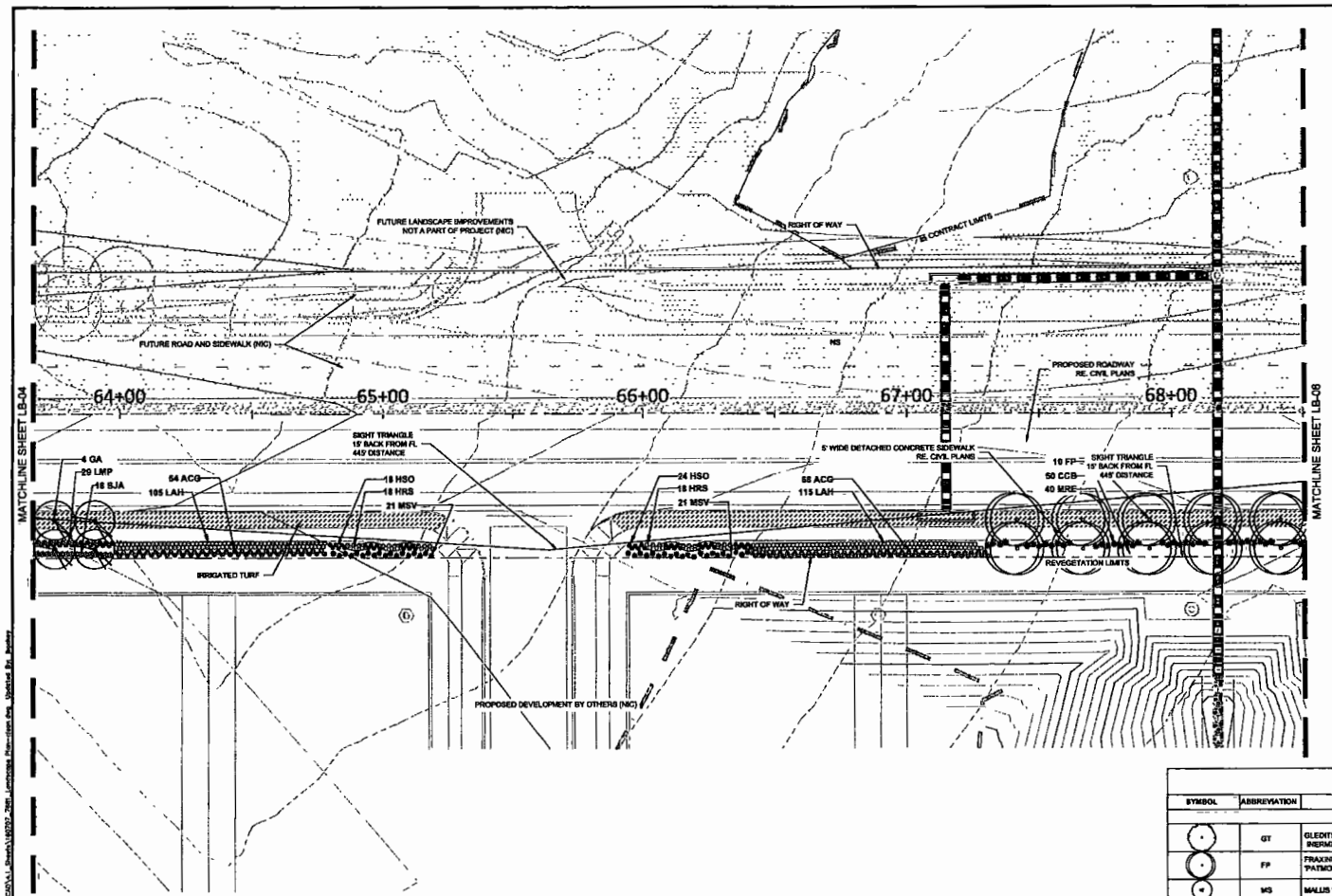
Associates Inc.
2603 South Point Street, Ste 101
Aurora, Colorado 80014
303-779-7200 FAX 779-7132
Kelly Grimes, Landscape Architect

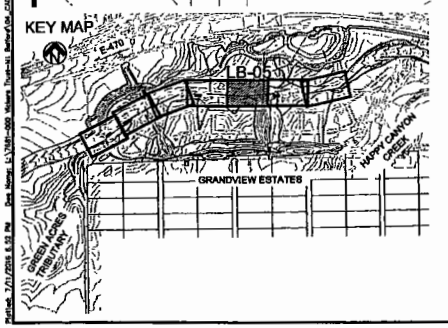
BELFORD AVE.REVEGETATION PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

PROJ. MGR.: KG
PROJ. ARCH.: JB
DRAWN BY: JB
DATE: 07/07/06

SHEET
LB - 04
SHEET 4 OF 10
7581-000

© 2003 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED





0 10 20 40

Scale: 1"=20' North

THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

LANDSCAPE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADING AND REVEGETATION IMPROVEMENTS SHOWN ON THESE DRAWINGS.
2. ALL SEED AREAS SHALL BE AMENDED WITH 2 CUBIC YARDS OF ORGANIC SOIL AMENDMENT PER EVERY 1000 SF.
3. TREES AND SHRUBS TO BE PLANTED WITH EQUAL SPACING AS SHOWN ON PLANS.
4. STEEL LANDSCAPE EDGING TO BE PLACED ALONG BACK EDGE OF ALL PLANTING BEDS ALONG RIGHT-OF-WAY LINE. SEE SPECIFICATIONS FOR TYPE AND APPROXIMATE QUANTITY
5. ALL LANDSCAPE IMPROVEMENTS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM
6. IRRIGATED TURF SHALL BE DURABLE TALL FESCUE SOD AVAILABLE THROUGH GRAFF TURF FARMS, FORT MORGAN, CO 1-800-280-8873 OR APPROVED EQUAL.

PLANT SCHEDULE B

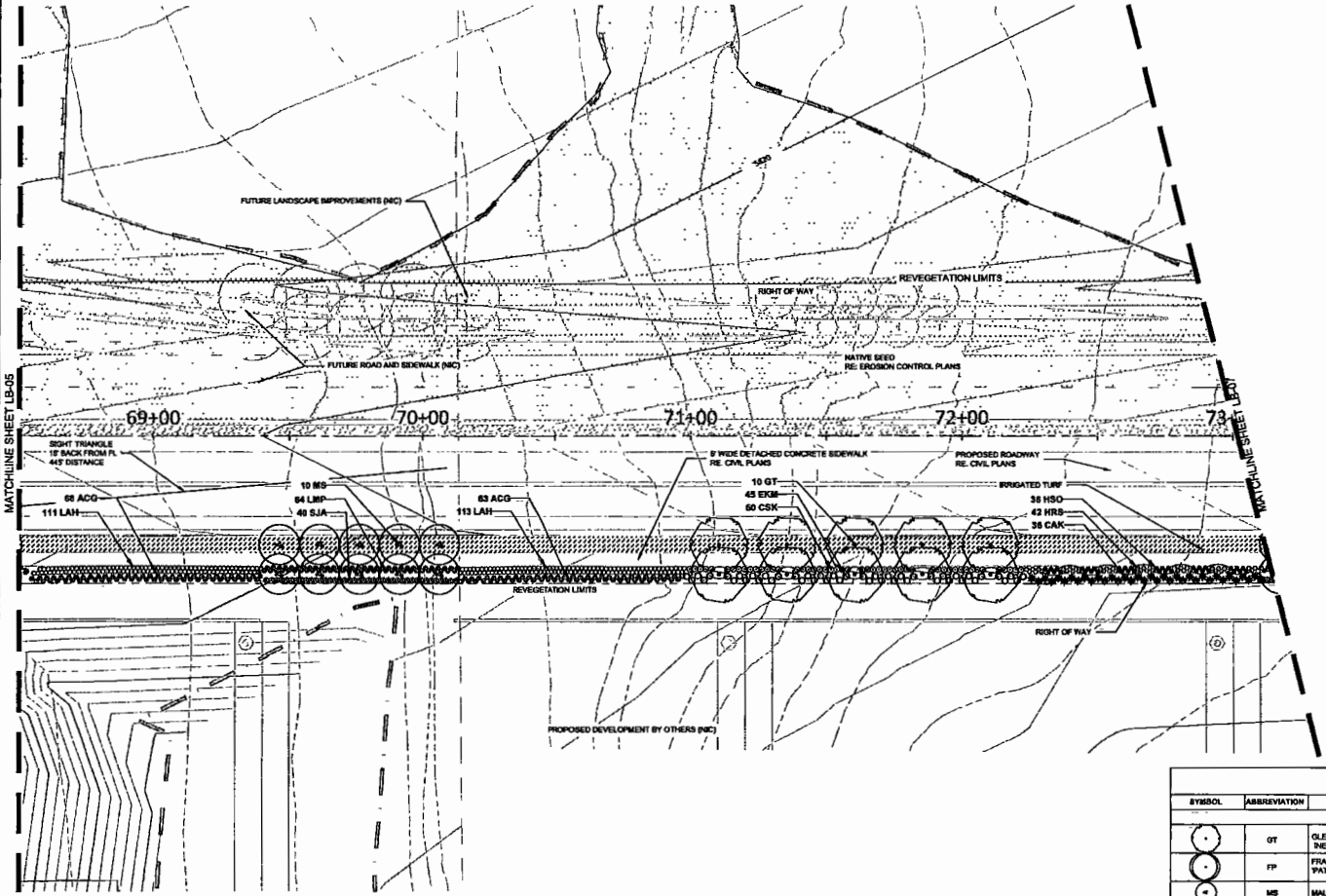
SYMBOL	ABBREVIATION	SCIENTIFIC NAME	COMMON NAME	QUANTITY	NOTES
DECIDUOUS TREES					
	GT	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SHADEMASTER'	SHADMASTER HONEYLOCUST	30	2 2" B&B
	FP	FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE ASH	40	2 2" B&B
	MS	MALUS 'SPRING SNOW'	SPRING SNOW CRABAPPLE	36	2" B&B
	GA	GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	30	2" B&B
SHRUBS					
	ACG	ACHILLEA 'CORONATION GOLD'	GOLDEN YELLOW YARROW	744	5 GAL.
	CCB	CARYOPTERIS X CLADONENSIS 'BLUE MIST'	BLUE MIST SPIREA	206	5 GAL.
	CSK	CORNUS SERICEA 'KELSEYI'	KELSEY DOGWOOD	127	5 GAL.
	EKM	EUONYMUS KIAUTSCHOVICUS 'MANHATTAN'	MANHATTAN EUONYMUS	135	5 GAL.
	SJA	SPIRAEA JAPONICA ALBIFLORA	SPIREA JAPANESE WHITE	236	5 GAL.
GRASSES AND PERENNIALS					
	CAK	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER GRASS	141	1 GAL.
	HRS	HEMEROCALLIS 'RUBY STELLA'	RUBY STELLA DAYLILY	342	1 GAL.
	HSO	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY	348	1 GAL.
	LMP	LAMIUM MACULATUM 'PURPLE DRAGON'	PURPLE DRAGON NETTLE	377	1 GAL.
	LAH	LAVANDULA ANGUSTIFOLIO 'HIDCOTE'	DEEP BLUE LAVENDER	1,323	1 GAL.
	MRE	MAHONIA REPENS	CREEPING MAHONIA	175	1 GAL.
	MSV	MISCANTHUS SINENSIS 'VARIEGATUS'	JAPANESE SILVER GRASS	212	1 GAL.
NATIVE SEED MIX					
	NS	NATIVE SEED MIX	SEE SEED MIX ON LB-COVER	189,117 SF	

Manhard Consulting Ltd
Associates Inc.
2950 South Peoria Street, Ste 191
Aurora, Colorado 80014
Phone: (303) 740-9393 Fax: (303) 790-9123
Website: www.manhard.com

BELFORD AVE.REVEGETATION PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

FINAL SUBM.: 1TSF
FINAL SUBM.: 2L
SHEET No. 3
DATE: 07/07/15

SHEET
LB - 05
SHEET 5 OF 10
7681-000



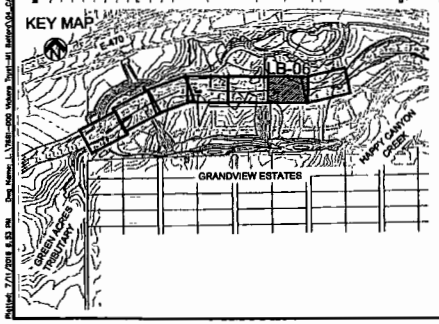
Scale: 1"=20' North

THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

LANDSCAPE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADING AND REVEGETATION IMPROVEMENTS SHOWN ON THESE DRAWINGS
2. ALL SEED AREAS SHALL BE AMENDED WITH 2 CUBIC YARDS OF ORGANIC SOIL AMENDMENT PER EVERY 1000 SF.
3. TREES AND SHRUBS TO BE PLANTED WITH EQUAL SPACING AS SHOWN ON PLANS.
4. STEEL LANDSCAPE EDGING TO BE PLACED ALONG BACK EDGE OF ALL PLANTING BEDS ALONG RIGHT-OF-WAY LINE. SEE SPECIFICATIONS FOR TYPE AND APPROXIMATE QUANTITY.
5. ALL LANDSCAPE IMPROVEMENTS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.
6. IRRIGATED TURF SHALL BE DURABLE TALL FESCUE SOD AVAILABLE THROUGH GRAFF TURF FARMS, FORT MORGAN, CO 1-800-280-8873 OR APPROVED EQUAL.

KEY MAP



PLANT SCHEDULE B

SYMBOL	ABBREVIATION	SCIENTIFIC NAME	COMMON NAME	QUANTITY	NOTES
DECIDUOUS TREES					
	GT	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SHADEMASTER'	SHADEMASTER HONEYLOCUST	30	2 1/2" B&B
	FP	FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE ASH	40	2 1/2" B&B
	MS	MALUS 'SPRING SNOW'	SPRING SNOW CRABAPPLE	36	2" B&B
	GA	GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	30	2" B&B
SHRUBS					
	ACG	ACHILLEA 'CORONATION GOLD'	GOLDEN YELLOW YARROW	744	5 GAL.
	CCS	CARYOPTERIS X CLADONIENSIS 'BLUE MIST'	BLUE MIST SPIREA	206	5 GAL.
	CSK	CORNUS SERICEA 'KELSEYI'	KELSEY DOGWOOD	127	5 GAL.
	EKM	EUONYMUS KIAUTSCHOVICUS 'MANHATTAN'	MANHATTAN EUONYMUS	135	5 GAL.
	SJA	SPIRAEA JAPONICA ALBIFLORA	SPIREA JAPANESE WHITE	236	5 GAL.
GRASSES AND PERENNIALS					
	CAK	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER GRASS	141	1 GAL.
	HRS	HEMEROCALLIS 'RUBY STELLA'	RUBY STELLA DAYLILY	342	1 GAL.
	HSO	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY	348	1 GAL.
	LMP	LAMIUM MACULATUM 'PURPLE DRAGON'	PURPLE DRAGON NETTLE	377	1 GAL.
	LAH	LAVANDULA ANGUSTIFOLIA 'HIDCOTE'	DEEP BLUE LAVENDER	1,323	1 GAL.
	MRE	MAHONIA REPENS	CREEPING MAHONIA	170	1 GAL.
	MSV	MISCANTHUS SINENSIS 'VARIEGATUS'	JAPANESE SILVER GRASS	212	1 GAL.
NATIVE SEED MIX					
	NS	NATIVE SEED MIX	SEE SEED MIX ON LB-COVER	169,117 SF	

Manhard Consulting
associates Inc.
2953 South Peoria Street, Ste 101
Aurora, Colorado 80014
303-779-7201 FAX 779-7132
Planning Consultants · Environmental Scientists

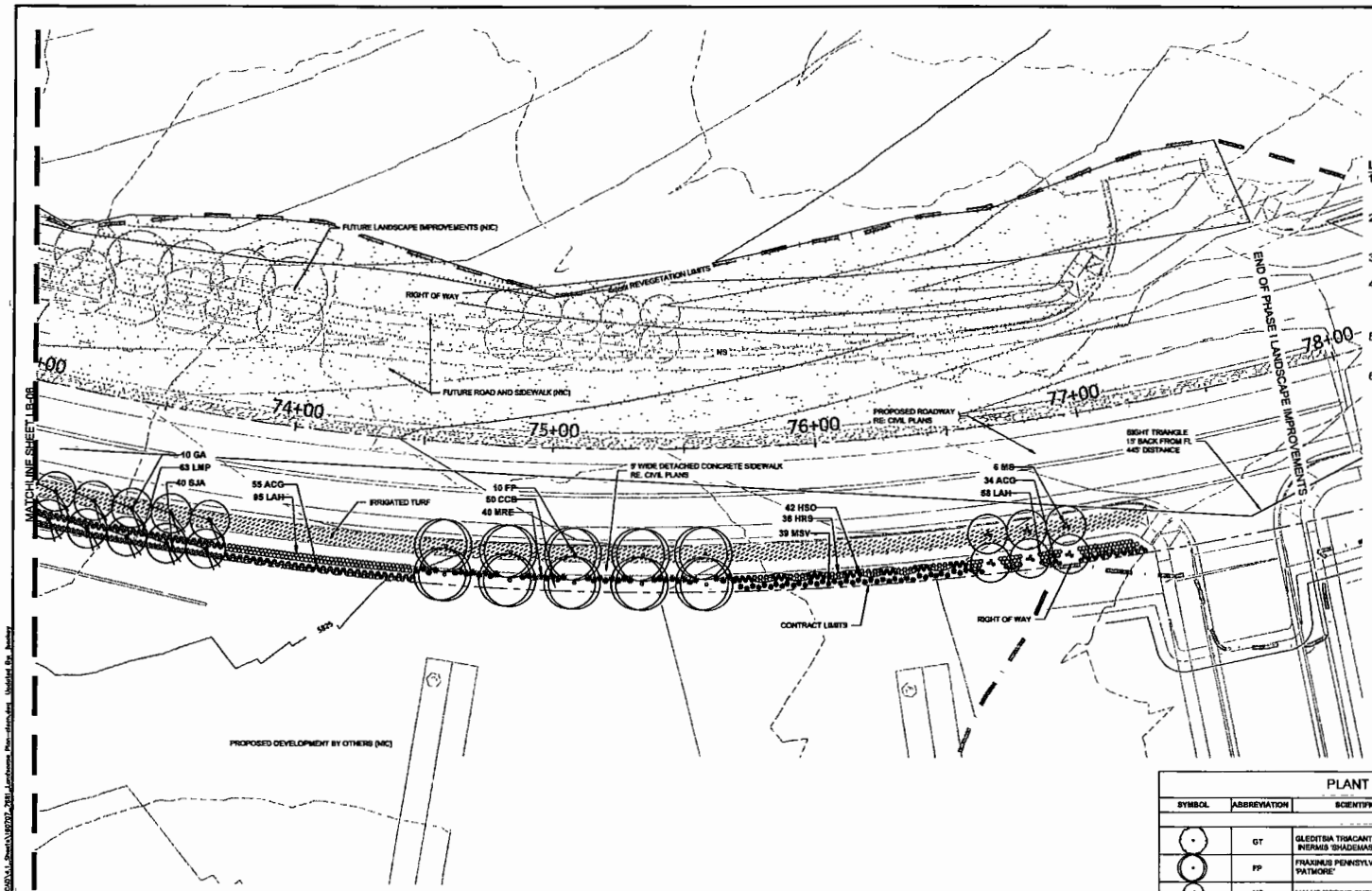
BELFORD AVE.REVEGETATION PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

PROJ. MGR. JTT
PROJ. ENGR. JS
DRAWN BY JS
DATE 07/07/16

SHEET
LB - 06
SHEET 6 OF 10
7581-000

© 2013 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED

Plotted: 7/11/2016 8:53 AM Dwg Name: L:\7581-000 Vistas Parkland Belford\CD-CADD\Landscape\Sheets\187073-7581-Landscape Plan-sheet.dwg Updated By: jbailey

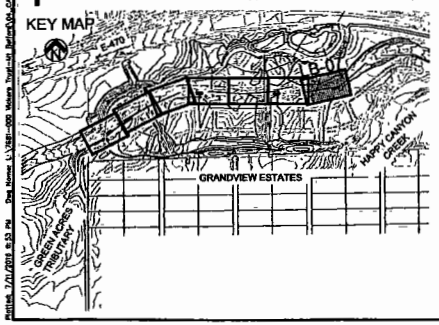


THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

LANDSCAPE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADING AND REVEGETATION IMPROVEMENTS SHOWN ON THESE DRAWINGS.
2. ALL SEED AREAS SHALL BE AMENDED WITH 2 CUBIC YARDS OF ORGANIC SOIL AMENDMENT PER EVERY 1000 SF.
3. TREES AND SHRUBS TO BE PLANTED WITH EQUAL SPACING AS SHOWN ON PLANS.
4. STEEL LANDSCAPE EDGING TO BE PLACED ALONG BACK EDGE OF ALL PLANTING BEDS ALONG RIGHT-OF-WAY LINE. SEE SPECIFICATIONS FOR TYPE AND APPROXIMATE QUANTITY.
5. ALL LANDSCAPE IMPROVEMENTS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.
6. IRRIGATED TURF SHALL BE DURABLE TALL FESCUE SOD AVAILABLE THROUGH GRAFF TURF FARMS, FORT MORGAN, CO 1-800-280-8873 OR APPROVED EQUAL.

KEY MAP



PLANT SCHEDULE B

SYMBOL	ABBREVIATION	SCIENTIFIC NAME	COMMON NAME	QUANTITY	NOTES
DECIDUOUS TREES					
	GT	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SHADEMASTER'	SHADMASTER HONEYLOCUST	30	2" B&B
	FP	FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE ASH	40	2" B&B
	MS	MALUS 'SPRING SNOW'	SPRING SNOW CRABAPPLE	36	2" B&B
	GA	GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	30	2" B&B
SHRUBS					
	ACG	ACHILLEA 'CORONATION GOLD'	GOLDEN YELLOW YARROW	744	5 GAL.
	CCB	CARYOPTERIS X CLADONENSIS 'BLUE MIST'	BLUE MIST SPIREA	205	5 GAL.
	CSK	CORNUS SERICEA 'KELSEY'	KELSEY DOGWOOD	127	5 GAL.
	EKM	EUONYMUS KRATSCHOVICUS 'MANHATTAN'	MANHATTAN EUONYMUS	135	5 GAL.
	SJA	SPIRAEA JAPONICA ALBIFLORA	SPIREA JAPANESE WHITE	238	5 GAL.
GRASSES AND PERENNIALS					
	CAK	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER GRASS	141	1 GAL.
	HRB	HEMEROCALLIS 'RUBY STELLA'	RUBY STELLA DAYLILY	842	1 GAL.
	HSO	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY	348	1 GAL.
	LMP	TAMUS MACULATUM 'PURPLE DRAGON'	PURPLE DRAGON NETTLE	377	1 GAL.
	LAH	LAVANDULA ANGUSTIFOLIO 'HIDCOTE'	DEEP BLUE LAVENDER	1,523	1 GAL.
	MRE	MAHONIA REPENS	CREEPING MAHONIA	170	1 GAL.
	MSV	MISCANTHUS SINENSIS 'VARIEGATUS'	JAPANESE SILVER GRASS	212	1 GAL.
NATIVE SEED MIX					
	NS	NATIVE SEED MIX	SEE SEED MIX ON LB-COVER	188,117 SF	

Manhard CONSULTING LTD
associates Inc.
2503 South Peoria Street, Ste 101
Aurora, Colorado 80014
303-779-2291 FAX 779-2132
Planning Consultants Landscape Architecture

BELFORD AVE. REVEGETATION PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

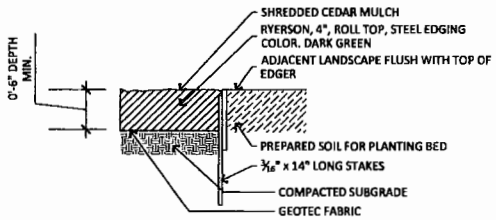
SHEET
LB - 07
SHEET 7 OF 9
7681-000

© 2013 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED

GENERAL NOTES

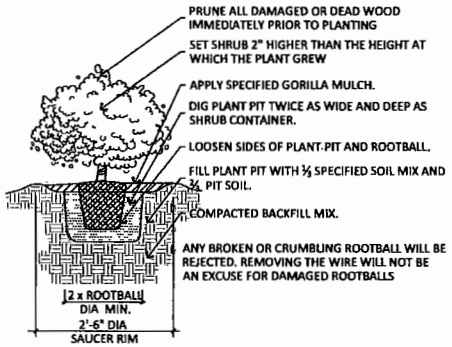
1. CONTRACTOR TO VERIFY FIELD CONDITIONS AND NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH THE WORK.
2. CONTRACTOR SHALL HAVE UTILITIES STAKED OR LOCATED (811) AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
3. ALL TREES SHALL BE A MINIMUM OF 10' FROM EXISTING WATER AND SANITARY LINE OR IRRIGATION MAINLINE (IF POSSIBLE).
4. SHRUB BED MULCH SHALL BE SHREDDED CEDAR BARK MULCH (6" GORILLA MULCH)

LANDSCAPE DETAILS



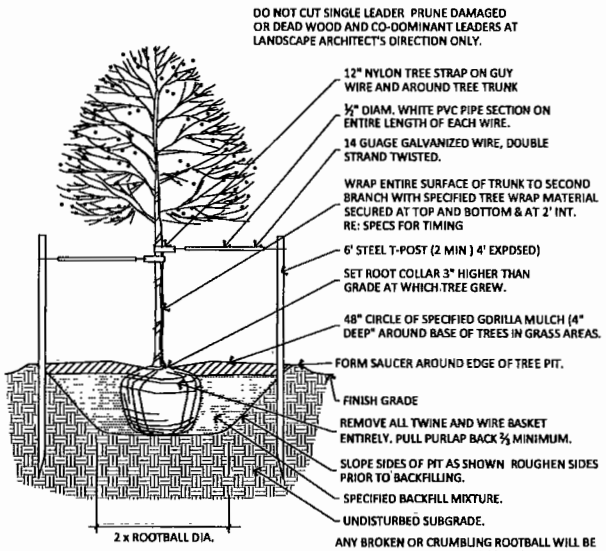
B EDGER DETAIL - CEDAR MULCH AND PLANT BED DETAIL

N.T.S.



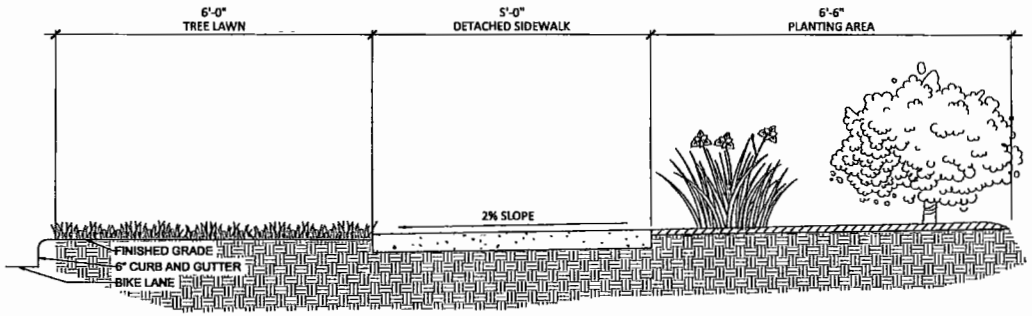
A SHRUB PLANTING DETAIL

N.T.S.



C DECIDUOUS TREE PLANTING DETAIL

N.T.S.



D STANDARD STREETSCAPE SECTION

SCALE: 1"=1'-0"

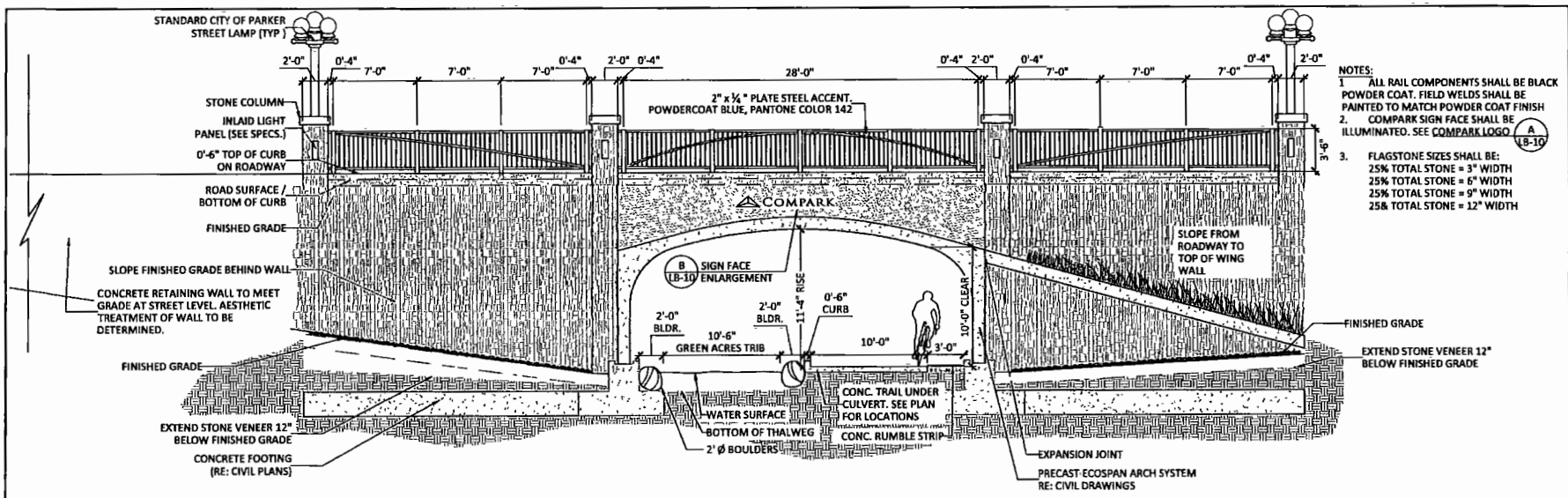
THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

Manhard CONSULTING LTD
associates Inc.
2503 South Peoria Street, Ste 101
Aurora, Colorado 80014
303-779-7200 FAX 779-7132

BELFORD AVE. LANDSCAPE PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

SHEET
LB - 08
SHEET 8 OF 10
7581-000

© 2014 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED

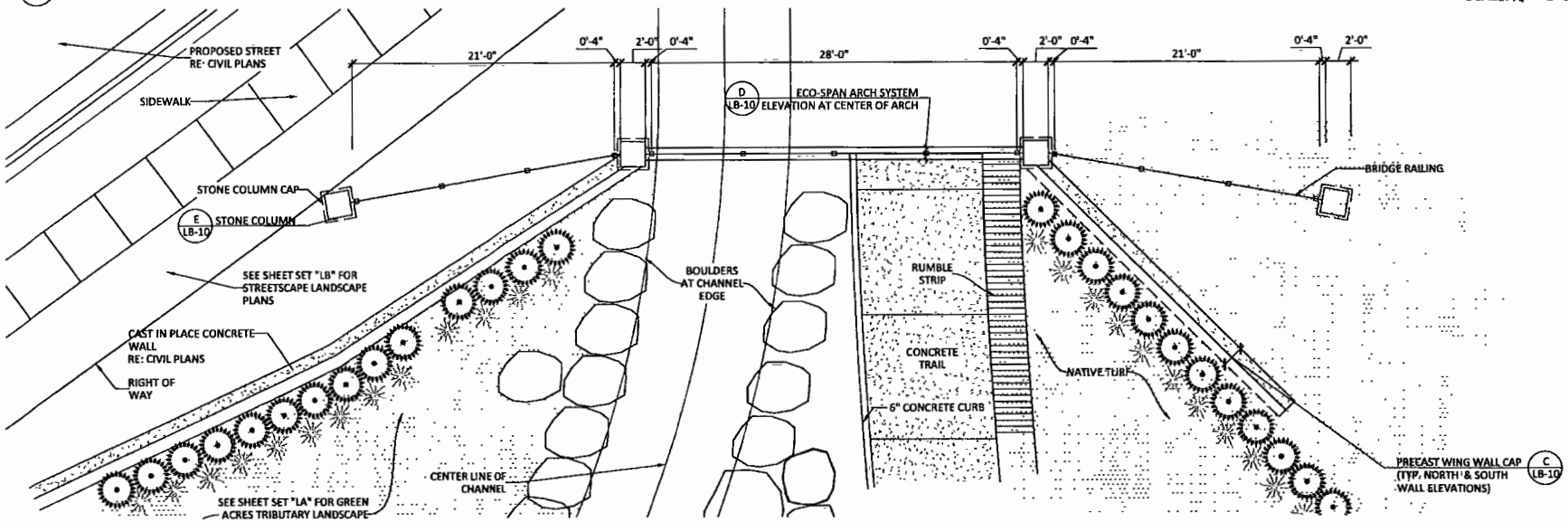


NOTES:

1. ALL RAIL COMPONENTS SHALL BE BLACK POWDER COAT. FIELD WELDS SHALL BE PAINTED TO MATCH POWDER COAT FINISH
2. COMPARK SIGN FACE SHALL BE ILLUMINATED. SEE COMPARK LOGO (A LB-10)
3. FLAGSTONE SIZES SHALL BE:
   25% TOTAL STONE = 3" WIDTH
   25% TOTAL STONE = 6" WIDTH
   25% TOTAL STONE = 9" WIDTH
   25& TOTAL STONE = 12" WIDTH

A ECO-SPAN PRECAST CONCRETE ARCH SYSTEM - AESTHETIC TREATMENT ELEVATION

SCALE: ¼" = 1'-0"



B ECO-SPAN PRECAST CONCRETE ARCH SYSTEM - PLAN VIEW

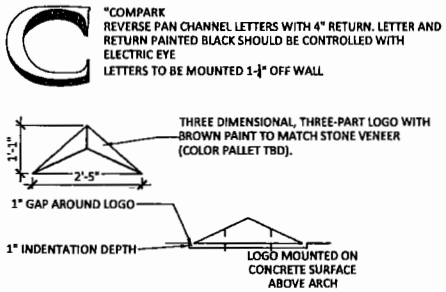
SCALE: ¼" = 1'-0"

THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

Manhard Consulting LTD
Manhard associates Inc.
2503 South Pierce Street, Ste 101
North, Colorado 80631
970-790-2161 / 970-790-7132

BELFORD AVE. LANDSCAPE PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

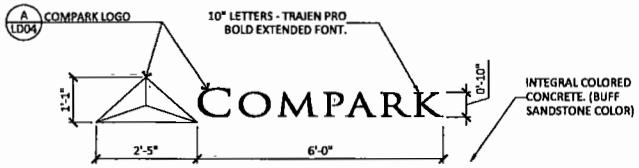
SHEET
LB · 09
SHEET 9 OF 10
7681-000



LOGO CENTER POINT IS RAISED WITH ALL THREE SEPARATE COMPONENTS (¼" WHITE PLEXIGLASS FILLED GAP BETWEEN EACH) MOUNTED 1" OFF WALL. INDENTATION IN WALL THAT IS ½" LARGER THAN LOGO ON ALL SIDES. LOGO IS ILLUMINATED FROM BEHIND WITH NEON FIBER OPTIC TO ALLOW THE SAME HALO EFFECT AS WILL OCCUR AROUND THE LETTERS. MOUNTING MUST NOT BE VISIBLE

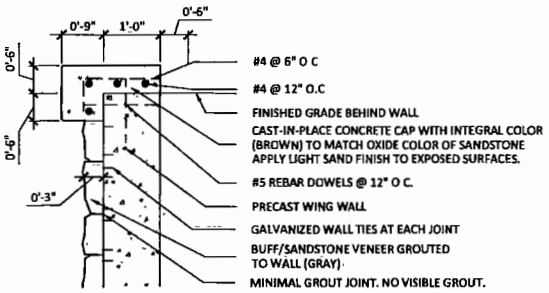
A COMPARK LOGO

N.T.S.



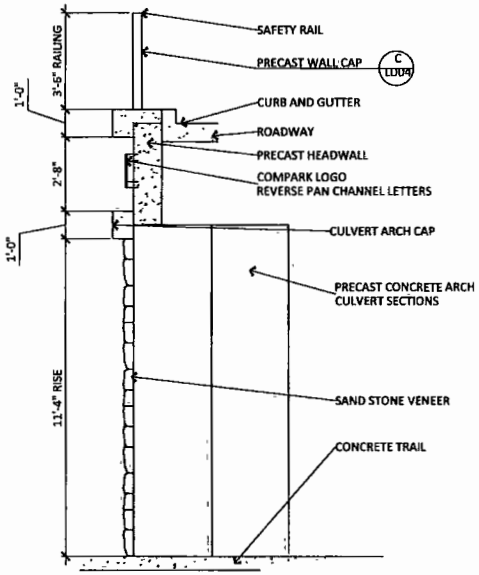
B SIGN FACE ENLARGEMENT

SCALE: ¾" = 1'-0"



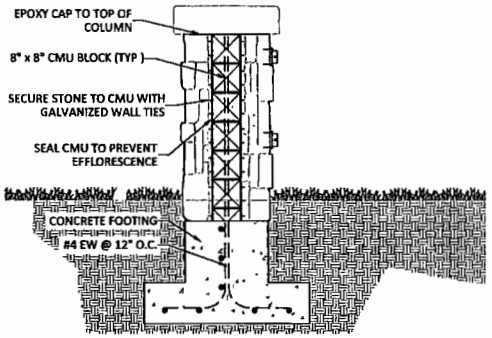
C PRE CAST WING WALL CAP AND WALL CAP

SCALE: 1" = 1'-0"



D ECO-SPAN ARCH SYSTEM ELEVATION AT CENTER OF CULVERT

SCALE: 1/4" = 1'-0"



E STONE COLUMN STRUCTURAL DETAIL

SCALE: 3/4" = 1'-0"

THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

Manhard CONSULTING LTD
associates Inc.
2653 South Peoria Street, Ste 101
Aurora, Colorado 80014
303.779.7201 FAX 779.7132

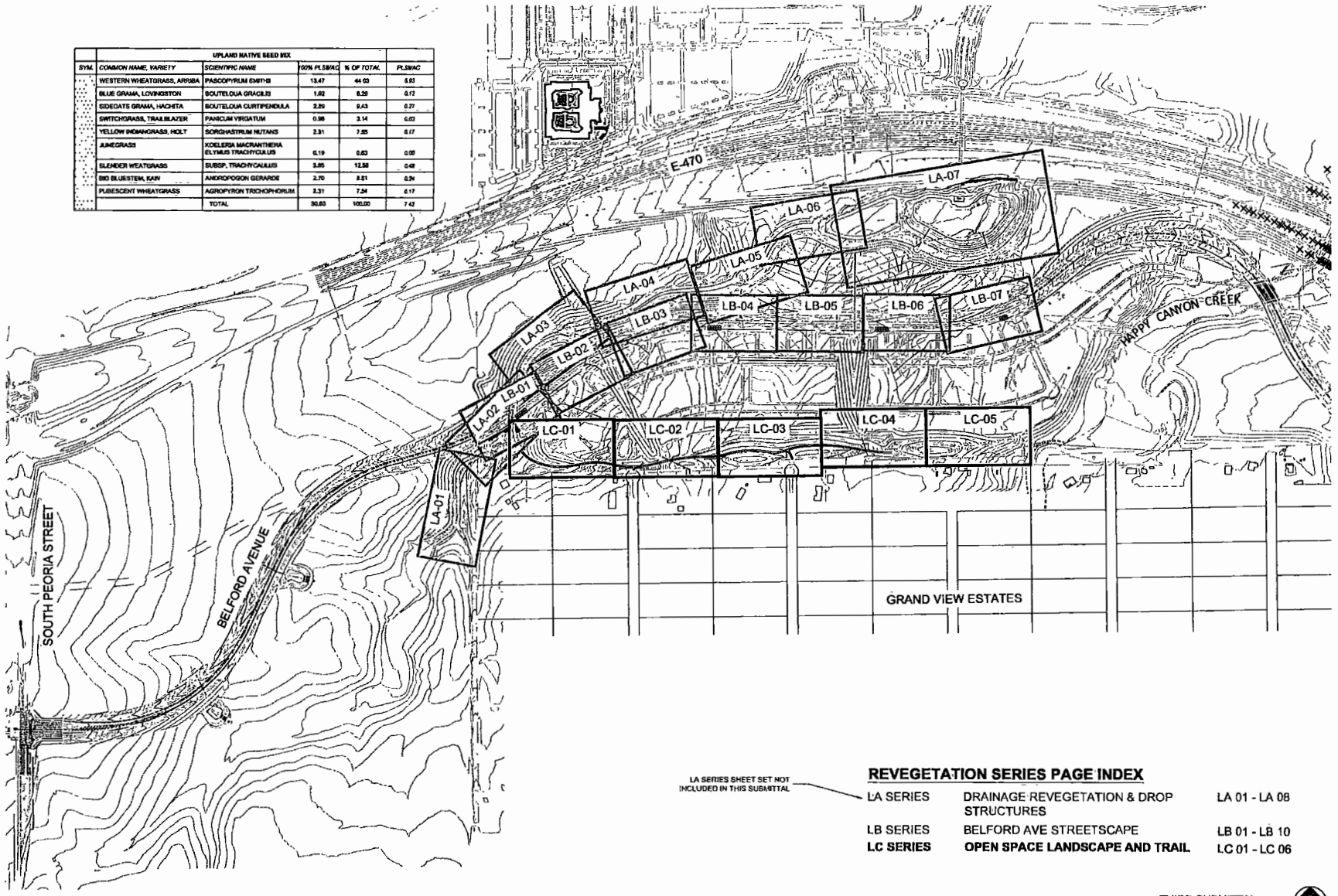
BELFORD AVE. LANDSCAPE PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

FIELD BOOK: 151
FIELD CREW: JD
DRAWN BY: JB
DATE: 12/07/06

SHEET
LB - 10
SHEET 10 OF 10
7581-000

Plotted: 7/11/2018 8:53 PM Dwg Name: L:\7581-000 Moore Property\Belford\Ste_Plan\Landscape\Details.dwg Updated By: jbailey

SYM.	UPLAND NATIVE SEED MIX				
	COMMON NAME, VARIETY	SCIENTIFIC NAME	100% PLS#/AC	% OF TOTAL	PLS#/AC
	WESTERN WHEATGRASS, ARRIBA	PASCOPYRUM SMITHII	13.47	44.03	5.93
	BLUE GRAMA, LOVINGSTON	BOUTELOUA GRACILIS	1.92	6.29	0.12
	SIDEOATS GRAMA, HACHITA	BOUTELOUA CURTIPENDULA	2.89	9.43	0.27
	SWITCHGRASS, TRAILBLAZER	PANICUM VIRGATUM	0.96	3.14	0.03
	YELLOW INDIANGRASS, HOLT	SORGHASTRUM NUTANS	2.31	7.55	0.17
	JUNEGRASS	KOELERIA MACRANTHERA ELYMUS TRACHYCAULUS	0.19	0.63	0.00
	SLENDER WHEATGRASS	SUBSP. TRACHYCAULUS	3.85	12.58	0.48
	BIG BLUESTEM, KAW	ANDROPOGON GERARDI	2.70	8.81	0.24
	PUBESCENT WHEATGRASS	AGROPYRON TRICHOPHORUM	2.31	7.54	0.17
		TOTAL	30.60	100.00	7.42



LA SERIES SHEET SET NOT INCLUDED IN THIS SUBMITTAL

REVEGETATION SERIES PAGE INDEX

LA SERIES	DRAINAGE REVEGETATION & DROP STRUCTURES	LA 01 - LA 08
LB SERIES	BELFORD AVE STREETSCAPE	LB 01 - LB 10
LC SERIES	**OPEN SPACE LANDSCAPE AND TRAIL**	LC 01 - LC 06

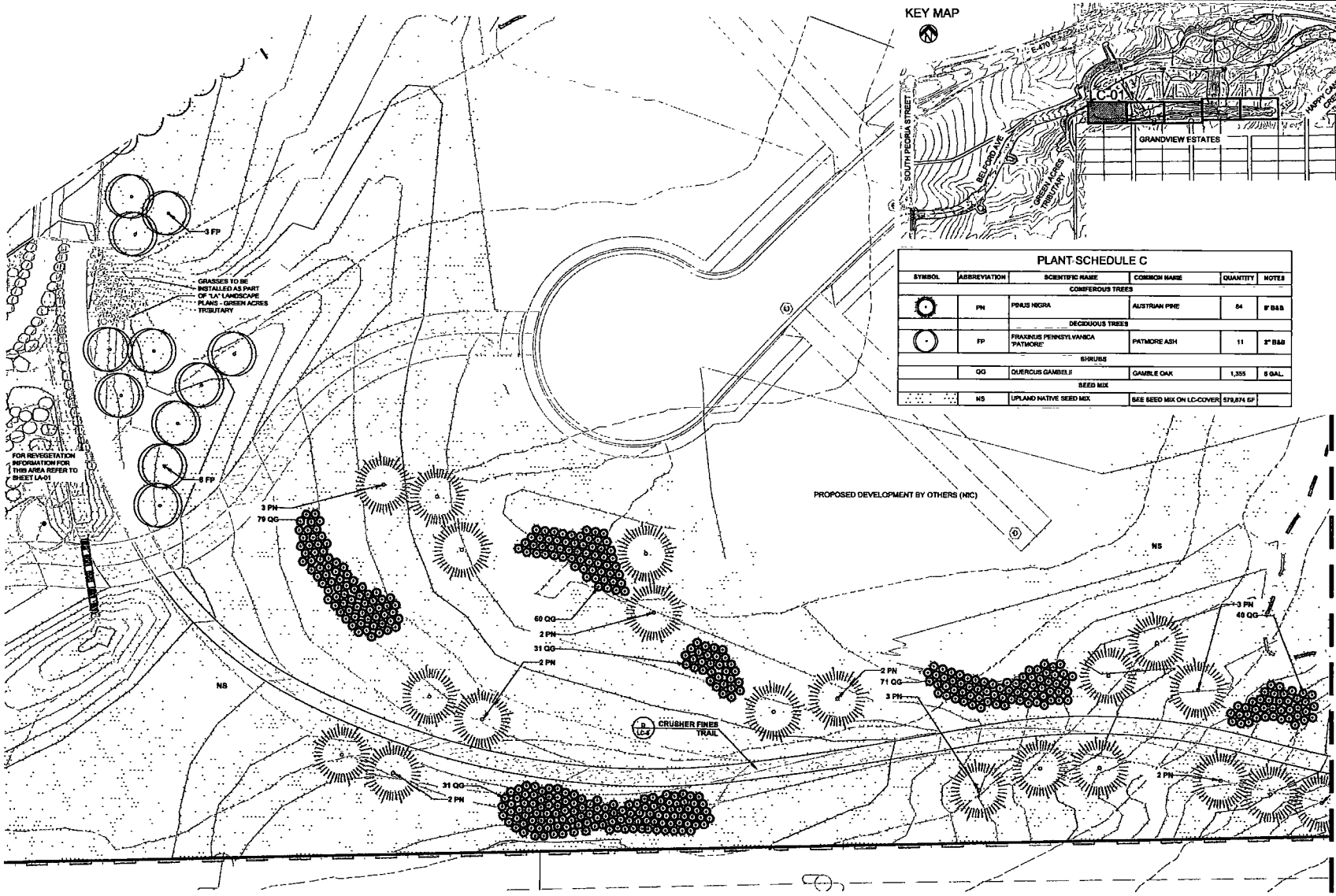
THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

North

Manhard CONSULTING LTD
associates inc.
2800 South Peoria Street, Ste 101
Aurora, Colorado 80014
303-779-7201 FAX 779-7132
Kenny Gibson, Vice President

BELFORD AVE. REVEGETATION PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

SHEET
LC
SHEET INDEX
COVER SHEET
7581-000



PLANT SCHEDULE C

SYMBOL	ABBREVIATION	SCIENTIFIC NAME	COMMON NAME	QUANTITY	NOTES
		CONIFEROUS TREES			
	PN	PINUS NIGRA	AUSTRIAN PINE	84	8' B&B
		DECIDUOUS TREES			
	FP	FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE ASH	11	2" B&B
		SHRUBS			
	QG	QUERCUS GAMBELII	GAMBLE OAK	1,355	5 GAL.
		SEED MIX			
	NS	UPLAND NATIVE SEED MIX	S&S SEED MIX ON LC-COVER	579,874 SF	

LANDSCAPE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADING AND REVEGETATION IMPROVEMENTS SHOWN ON THESE DRAWINGS.
2. ALL SEED AREAS SHALL BE AMENDED WITH 2 CUBIC YARDS OF ORGANIC SOIL AMENDMENT PER EVERY 1000 SF
3. TREES AND SHRUBS TO BE PLANTED WITH EQUAL SPACING AS SHOWN ON PLANS.
4. ALL LANDSCAPE IMPROVEMENTS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.

THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

0 10 20 40

Scale: 1"=20' North

Manhard Consulting Ltd.
Associates Inc.
3825 Bush Point Drive, Ste 101
Lone Tree, CO 80124
303-779-5710 FAX 779-1152
Fax only: Business Development

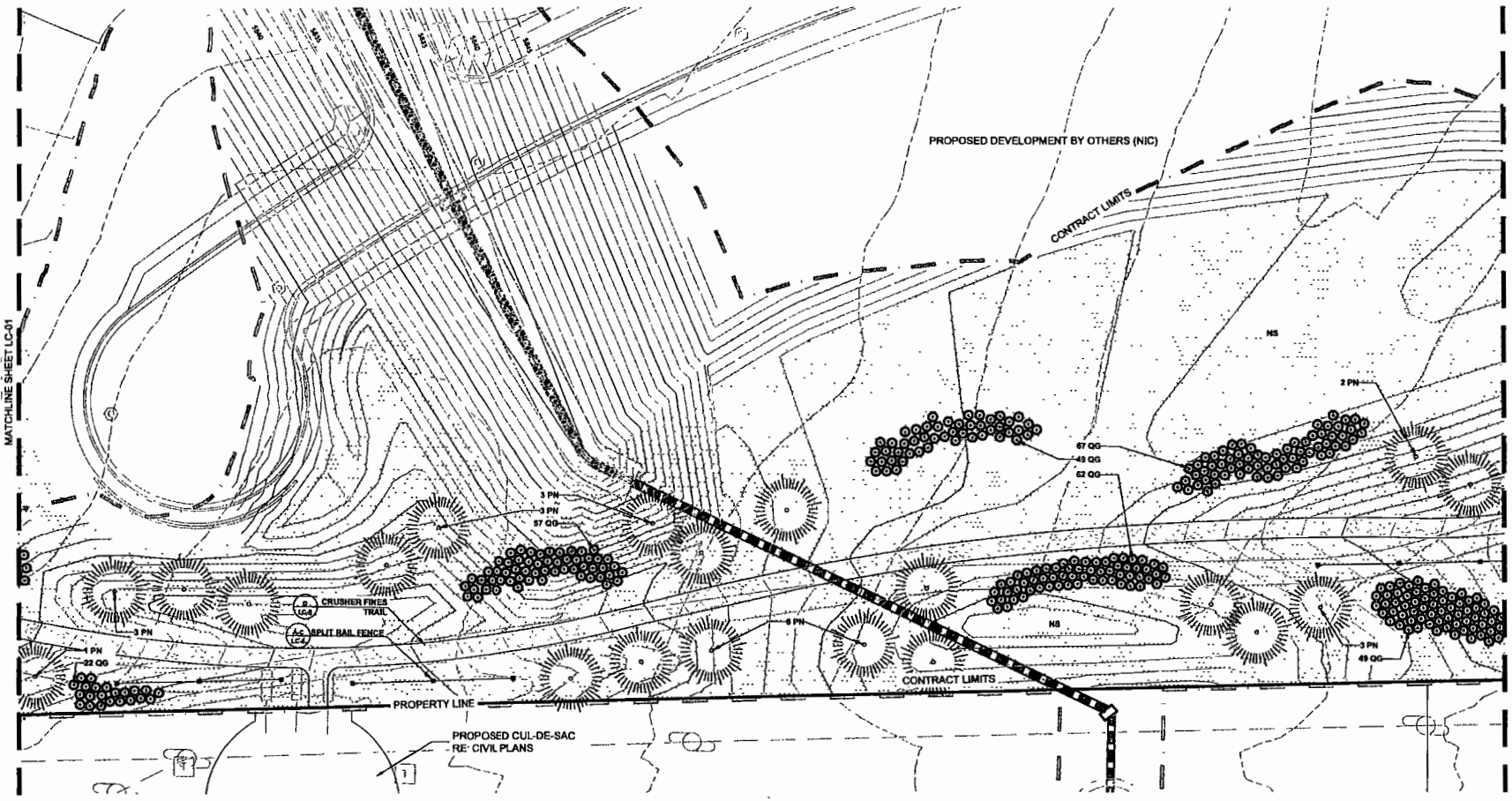
BELFORD AVE.REVEGETATION PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

FIELD WORK: JJT
PROJ. ENGINEER: JD
DRAWN BY: JD
DATE: 07/07/05

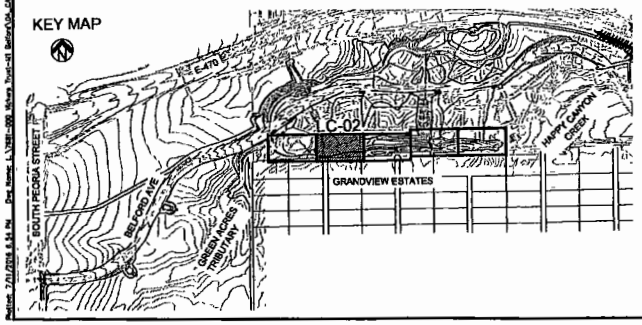
SHEET
LC - 01
SHEET 1 OF 6
7551-000

© 2010 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED

Plotted: 7/11/2014, 8:34 PM Dwg Name: L:\7551-000 Vistas Trust-LR Belford\Dwg\CAD\LA_Sheets\000TID_7551 Landscape Revegetation.dwg Updated By: jeffery



KEY MAP



PLANT SCHEDULE C

SYMBOL	ABBREVIATION	SCIENTIFIC NAME	COMMON NAME	QUANTITY	NOTES
		COMFEROUS TREES			
	PN	PINUS NIGRA	AUSTRIAN PINE	64	6' B&B
		DECIDUOUS TREES			
	FP	FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE ASH	11	2" B&B
		SHRUBS			
	QG	QUERCUS GAMBELII	GAMBLE OAK	1,365	5 GAL.
		SEED MIX			
	NS	UPLAND NATIVE SEED MIX	SEE SEED MIX ON LC-COVER	579,874 SF	

LANDSCAPE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADING AND REVEGETATION IMPROVEMENTS SHOWN ON THESE DRAWINGS.
2. ALL SEED AREAS SHALL BE AMENDED WITH 2 CUBIC YARDS OF ORGANIC SOIL AMENDMENT PER EVERY 1000 SF.
3. TREES AND SHRUBS TO BE PLANTED WITH EQUAL SPACING AS SHOWN ON PLANS.
4. ALL LANDSCAPE IMPROVEMENTS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM

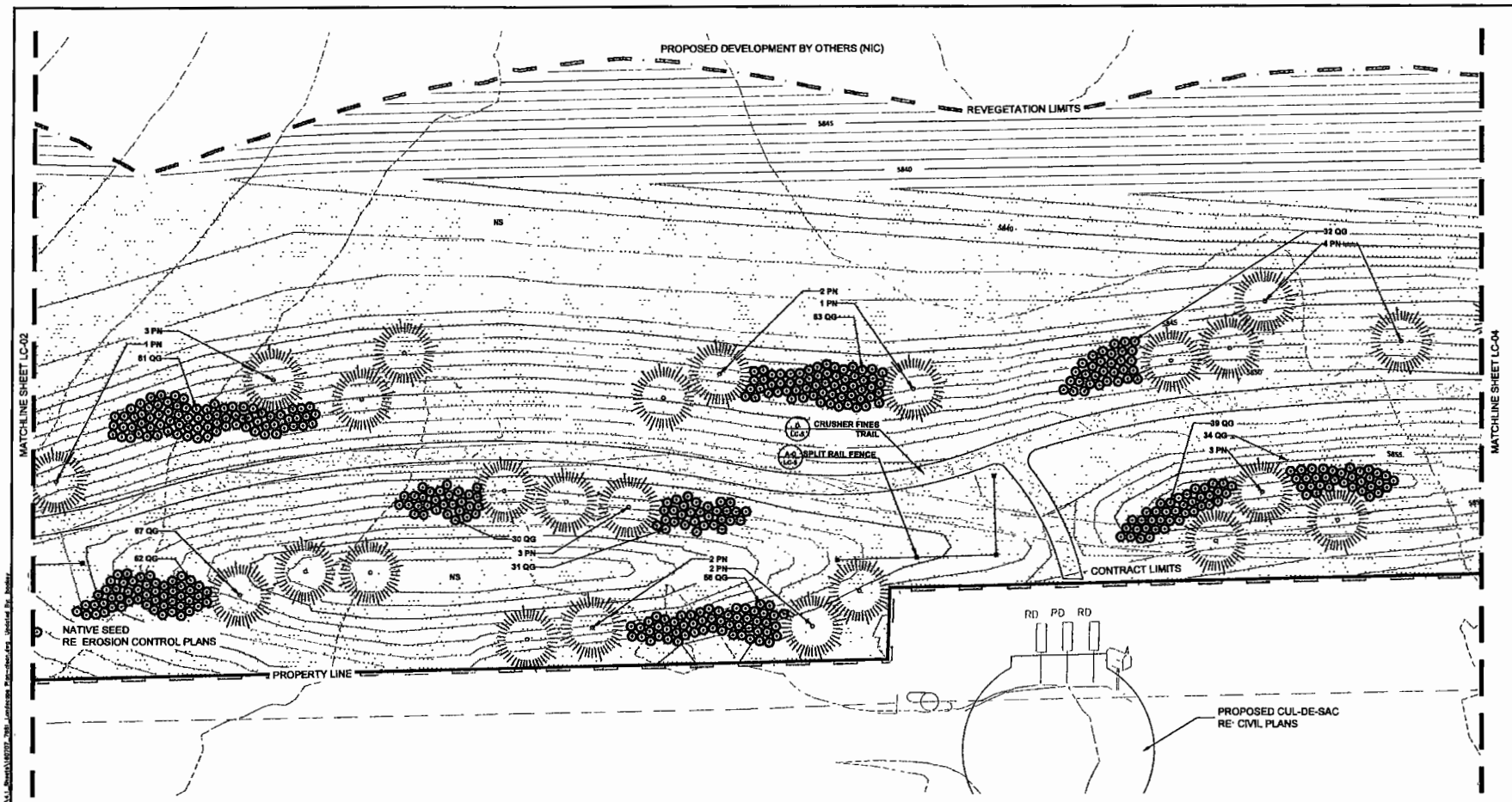
THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

0 10 20 40
Scale: 1"=20' North

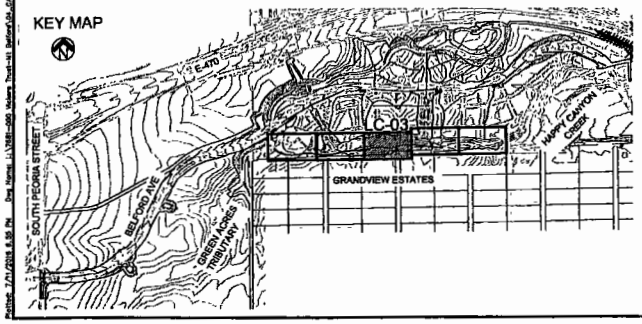
Manhard CONSULTING LTD
HK associates Inc.
3803 South Peoria Street, Ste 101
Aurora, Colorado 80014
303-779-7200 FAX 779-7132
Survey & Mapping Architectural Planning

BELFORD AVE.REVEGETATION PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

FIELD WORK: JTM
FIELD BOOK: 25
DRAWN BY: JS
DATE: 07/02/08
SHEET
LC - 02
SHEET 2 OF 6
7681-000



KEY MAP



PLANT SCHEDULE C					
SYMBOL	ABBREVIATION	SCIENTIFIC NAME	COMMON NAME	QUANTITY	NOTES
CONIFEROUS TREES					
	PN	PINUS NIGRA	AUSTRIAN PINE	84	6' B&B
DECIDUOUS TREES					
	FP	FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE ASH	11	2" B&B
SHRUBS					
	QG	QUERCUS GAMBELII	GAMBLE OAK	1,355	5 GAL.
SEED MIX					
	NS	UPLAND NATIVE SEED MIX	SEE SEED MIX ON LC-COVER	579,674 SF	

LANDSCAPE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADING AND REVEGETATION IMPROVEMENTS SHOWN ON THESE DRAWINGS.
2. ALL SEED AREAS SHALL BE AMENDED WITH 2 CUBIC YARDS OF ORGANIC SOIL AMENDMENT PER EVERY 1000 SF.
3. TREES AND SHRUBS TO BE PLANTED WITH EQUAL SPACING AS SHOWN ON PLANS.
4. ALL LANDSCAPE IMPROVEMENTS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM

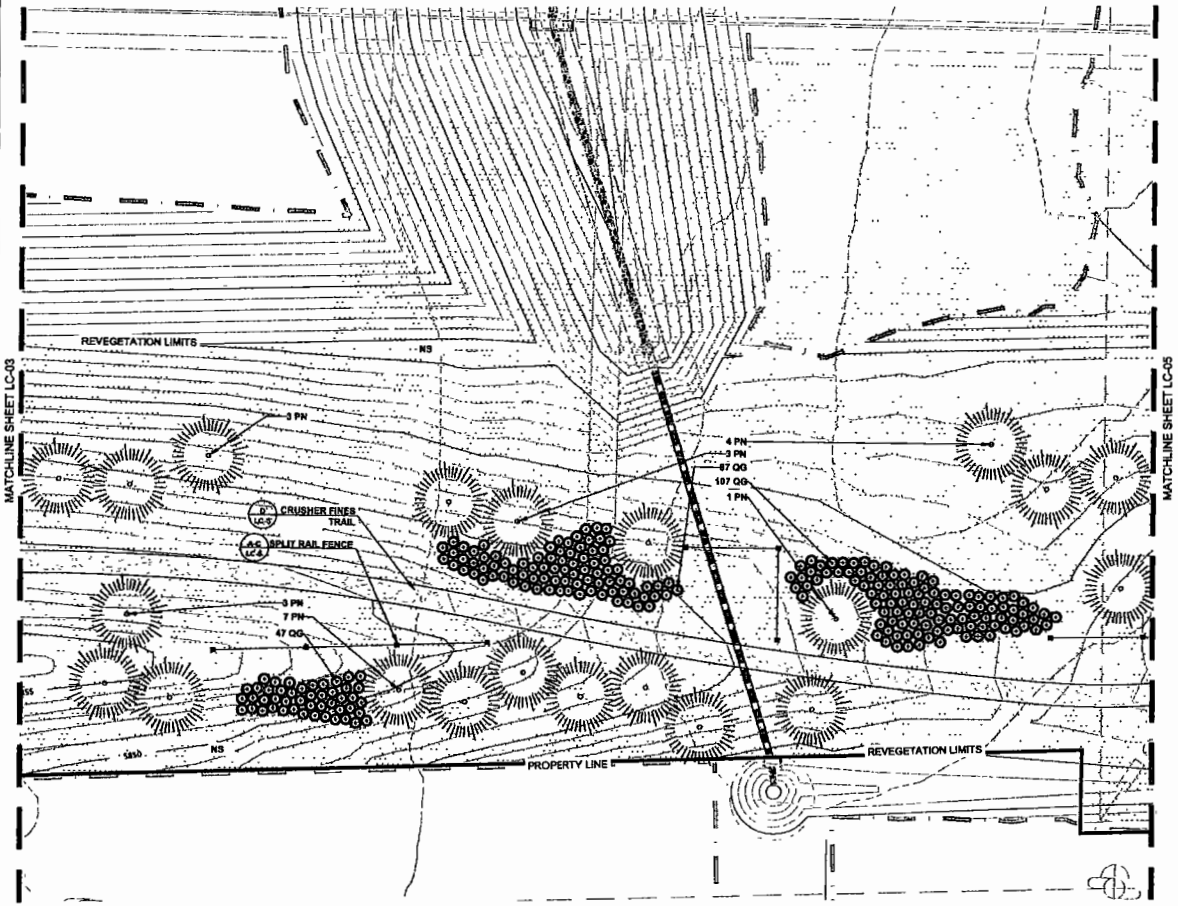
THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

0 10 20 40
Scale: 1"=20' North

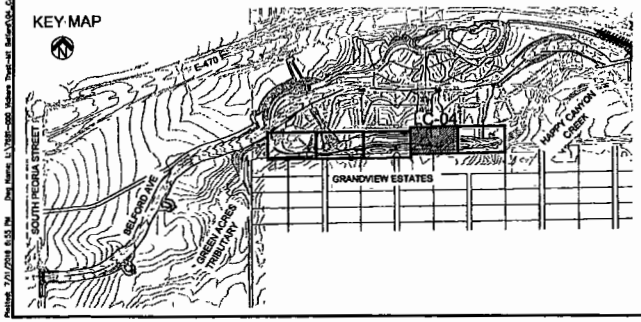
Manhard Consulting LTD
associates Inc.
2653 South Peoria Street, Ste 101
Aurora, Colorado 80014
303-779-7201 FAX 779-7132

BELFORD AVE.REVEGETATION PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

SHEET
LC - 03
SHEET 3 OF 6
7681-000



KEY MAP



PLANT SCHEDULE C

SYMBOL	ABBREVIATION	SCIENTIFIC NAME	COMMON NAME	QUANTITY	NOTES
		CONIFEROUS TREES			
	PN	PINUS NIGRA	AUSTRIAN PINE	94	8' B&B
		DECIDUOUS TREES			
	FP	FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE ASH	11	2" B&B
		SHRUBS			
	QG	QUERCUS GAMBELI	GAMBLE OAK	1,365	5 GAL.
		SEED MIX			
	NS	UPLAND NATIVE SEED MIX	SEE SEED MIX ON LC-COVER	579,874 SF	

LANDSCAPE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADING AND REVEGETATION IMPROVEMENTS SHOWN ON THESE DRAWINGS.
2. ALL SEED AREAS SHALL BE AMENDED WITH 2 CUBIC YARDS OF ORGANIC SOIL AMENDMENT PER EVERY 1000 SF
3. TREES AND SHRUBS TO BE PLANTED WITH EQUAL SPACING AS SHOWN ON PLANS.
4. ALL LANDSCAPE IMPROVEMENTS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM

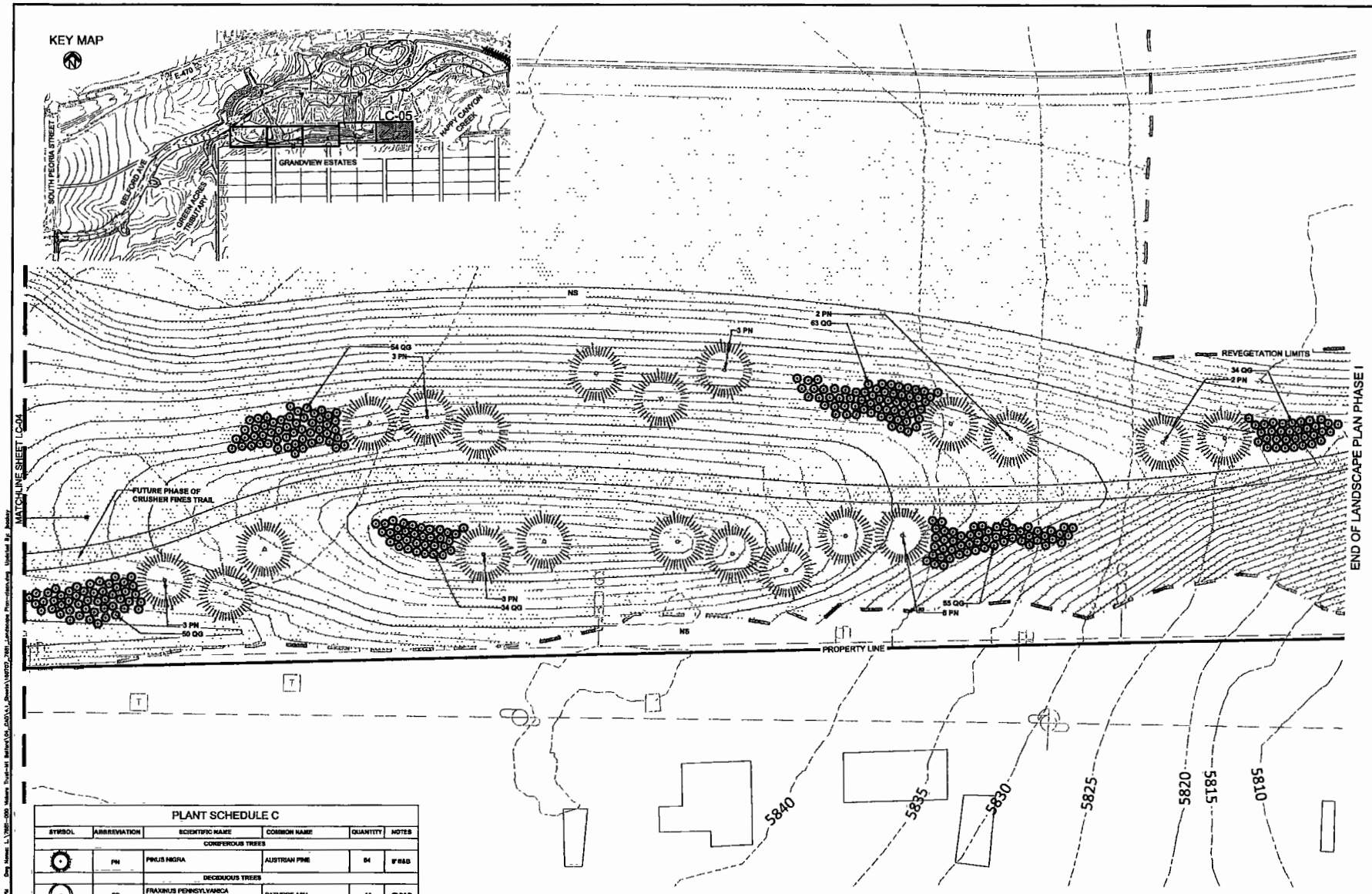
THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

0 10 20 40
Scale: 1"=20' North

Manhard CONSULTING LTD
associates inc.
2503 Pacific Avenue, Ste 101
Castle Rock, Colorado 80109
303-779-7201 FAX 779-7152
Serving Colorado Since 1980

BELFORD AVE.REVEGETATION PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

SHEET
LC - 04
SHEET 4 OF 6
7681-000



THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

PLANT SCHEDULE C

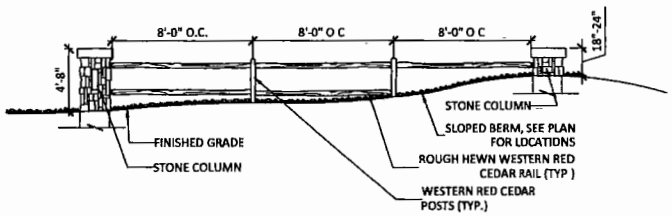
SYMBOL	ABBREVIATION	SCIENTIFIC NAME	COMMON NAME	QUANTITY	NOTES
		CONIFEROUS TREES			
	PN	PINUS NIGRA	AUSTRIAN PINE	84	8' B&B
		DECIDUOUS TREES			
	FP	FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE ASH	11	2" B&B
		SHRUBS			
	QG	QUERCUS GAMBELII	GAMBLE OAK	1,356	5 GAL.
		SEED MIX			
	NS	UPLAND NATIVE SEED MIX	SEE SEED MIX ON LC-COVER	579,874 SF	

Manhard CONSULTING associates inc.
2603 South Point Street, Ste 101
Aurora, Colorado 80014
303/770-7201 FAX 770-7132
Survey Services Available Upon Request

BELFORD AVE.REVEGETATION PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

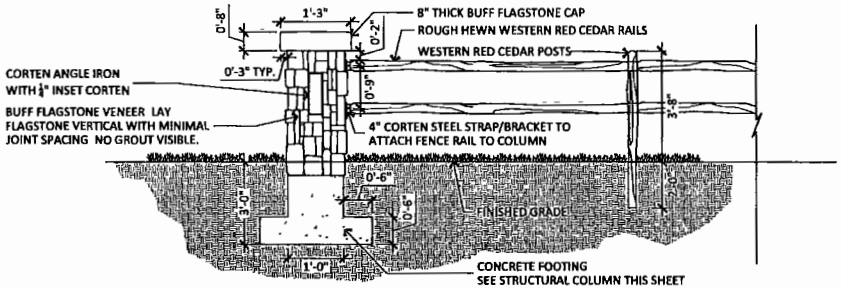
SHEET
LC - 05
SHEET 5 OF 6
7581-000

Plotted: 7/11/2016 8:55 PM Dwg Name: L:\7581-000 Nelson Trust-Int Belford\04-CADD\Sheets\LC07C_7581_Landscape Plan-Grading Updated By: jbakley



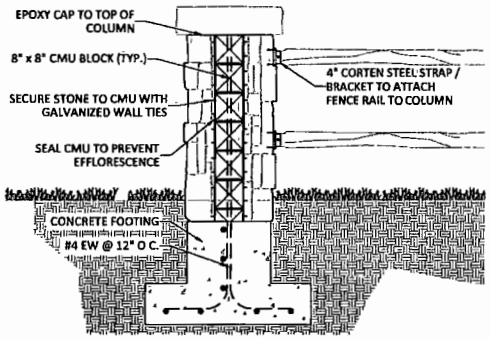
A SPLIT RAIL FENCE ELEVATION

SCALE: N.T.S.



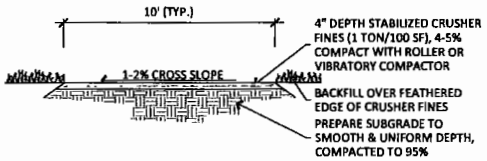
B STONE COLUMN DETAIL

SCALE: 1/2" = 1'-0"



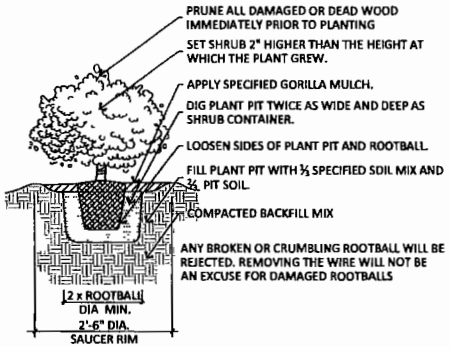
C STONE COLUMN STRUCTURAL DETAIL

SCALE: 3/4" = 1'-0"



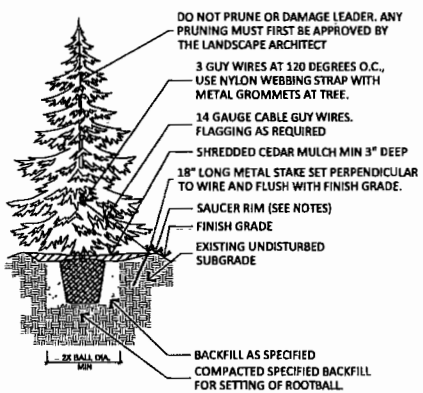
D CRUSHER FINES TRAIL DETAIL

N.T.S.



G SHRUB PLANTING DETAIL

N.T.S.

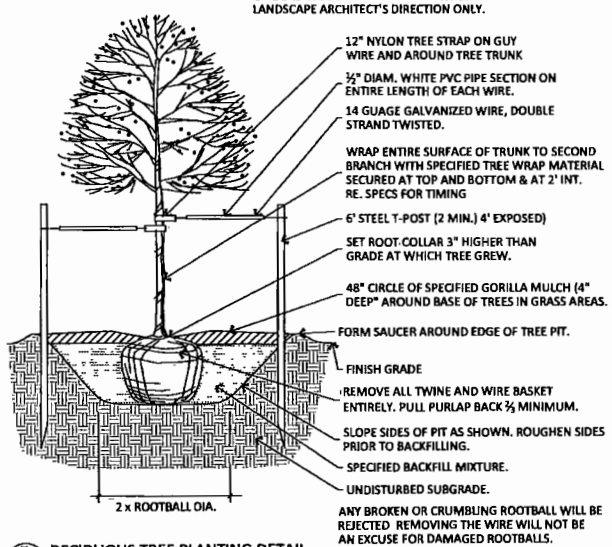


NOTES:

1. TREE WILL BE PLANTED TO HAVE SAME RELATIONSHIP TO FINISH GRADE AS ITS PREVIOUS RELATIONSHIP TO FINISH GRADE.
2. WATER THOROUGHLY AT THE TIME OF PLANTING. DO NOT FERTILIZE AT THE TIME OF PLANTING.
3. SAUCER RIM IS TO BE ON DOWNHILL SIDE ONLY WHEN TREES ARE PLANTED ON SLOPES, BUT SHALL COMPLETELY SURROUND TREE WHEN ON LEVEL GROUND.

E EVERGREEN TREE PLANTING DETAIL

N.T.S.



F DECIDUOUS TREE PLANTING DETAIL

N.T.S.

GENERAL NOTES

1. CONTRACTOR TO VERIFY FIELD CONDITIONS AND NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH THE WORK.
2. CONTRACTOR SHALL HAVE UTILITIES STAKED OR LOCATED (811) AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
3. ALL TREES SHALL BE A MINIMUM OF 10' FROM EXISTING WATER AND SANITARY LINE OR IRRIGATION MAINLINE (IF POSSIBLE)
4. SHRUB BED MULCH SHALL BE SHREDDED CEDAR BARK MULCH (8" GORILLA MULCH)
5. TREES PLANTED IN NATIVE SEED AREAS SHALL HAVE SHREDDED CEDAR MULCH A MIN OF 3" DEEP IN PLANTING SAUCER (SEE DETAILS).

LANDSCAPE PLANTING NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADING AND REVEGETATION IMPROVEMENTS SHOWN ON THESE DRAWINGS.
2. ALL SEED AREAS SHALL BE AMENDED WITH 2 CUBIC YARDS OF ORGANIC SOIL AMENDMENT PER EVERY 1000 SF.

THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

Manhard associates Inc.
CONSULTING
2253 South Parker Road, Ste 101
Denver, CO 80231
303-770-7201 FAX 770-7132

BELFORD AVE. LANDSCAPE PLAN
PARKER, COLORADO
COMPARK VILLAGE PLANNED DEVELOPMENT

SHEET
LC · 06
SHEET 6 OF 6
7651-000

© 2013 MANHARD CONSULTING, LTD., INC. ALL RIGHTS RESERVED

PARKER
COLORADO

Community Development Department Memorandum
Development Review Division

To: Town of Parker Planning Commission

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

Through: John Fussa, Community Development Director

Date: August 25, 2016

Regarding: Public Hearing:
Compark Village South Filing 1 – Minor Development Plat
[Case No. SUB15-0054]

Section I. Subject & Proposal:

Location: South of E-470, north of Grandview Estates subdivision, between Chambers Road and Peoria Street

Applicant: Michael Vickers, 470 Compark LLC

Proposal: The applicant seeks to subdivide the 150.1 acre property in order to establish the right-of-way for Belford Avenue and to plat the balance of the property into a series of 12 unbuildable tracts to be replatted in the future.

Section II. Background:

History: The subject property was annexed in January 2015. The Compark Village PD contemplates single family residential, multi-family residential, commercial and mixed use at this location. There has been no previous attempt to subdivide this property into lots, blocks, tracts and rights-of-way.

Site Data: The site has three single-family residences, one with accessory agricultural use. The site slopes down from a high point adjacent to the Grandview Estates subdivision to E-470 and to the west. The site is also impacted by the 100-Year Floodplain for both Happy Canyon Creek and the Green Acres Tributary, both of which flow north, under E-470.

Land Use Summary Data:

Total Area: 150.12 acres
Zoning: PD – Planned Development: Compark Village
Existing Use: Three single family residences

Surrounding Zoning & Land Use:

North: PD – Planned Development, Compark Village currently vacant, the zoning allows for a variety of light industrial and commercial uses.
PD – Planned Development, E-470 Area with existing E-470 highway.

East: A – Agricultural in Douglas County, known as the Chambers Highpoint property, currently vacant and undeveloped

South: PDNU – Planned Development (Nonurban) in unincorporated Douglas County, Grandview Estates contains single-family residential averaging 2.5 dwelling units per acre

West: PDU – Planned Development (Urban), Airport 320 currently vacant and undeveloped

Section III. Analysis:

Access & Circulation:
The site has no direct access to any existing street. The applicant proposes to create a major collector classification roadway from Peoria Street across the adjacent Airport 320 property and into the Compark Village South property to a temporary terminus at Happy Canyon Creek. The developers of the adjacent Chambers Highpoint property will participate with the developer of Compark Village South in the construction of a bridge over Happy Canyon Creek, and will then extend Belford Avenue east to Chambers Road. Belford Avenue will be the road providing internal access to all future development areas within Compark Village South.

Utilities:
This property is within the Stonegate Village Metropolitan District's service area. Electrical service will be provided by IREA and natural gas will be provided by Xcel Energy. All three have indicated that they have service mains in the vicinity of this site. All three have indicated they can provide the subject property utility improvements pending submission and approval of construction plans.

Drainage, Grading & Erosion Control:
The site slopes up from E-470 to three high point ridges located near the south end of the property adjacent to Grandview Estates. Green Acres Tributary bisects this site near the west end and flows southwest to a confluence with Happy Canyon Creek. Happy Canyon Creek enters the site at its eastern boundary. The applicant proposes to construct two regional detention ponds within Tract B adjacent to the Green Acres Tributary. These ponds will need to be designed in such a way as to ensure they are eligible for maintenance assistance from the Urban Drainage & Flood Control District.

Section IV.
Additional Staff Findings:

The applicant has structured this Minor Development Plat as a super-block subdivision of the land. The plat establishes the alignment for Belford Avenue within the property. The balance of the site is then platted into a series of unbuildable tracts. Tracks A, C, D, G, and H will be replatted in the future to support uses permitted under the Compark Village PD. These include commercial uses for the tracts north of Belford Avenue and residential uses for the tracts south of Belford.

Tracts B and J will contain the major drainage infrastructure improvements including regional detention ponds. These connect with the Green Acres tributary and to the north under E-470. Similarly, Tracts and E and F will remain platted as tracts and represent the balance of the property within the Happy Canyon Creek 100-Year Floodplain.

Tracts K and I are open space buffers containing programmed landscaping and a soft surface regional trail buffering the proposed residential uses within Compark Village South from the Grandview Estates residential community.

Finally, Tract L is intended to be dedicated to Douglas County as additional right-of-way for First Street within Grandview Estates in compliance with requirements from South Metro Fire and Rescue Authority's fire access code.

Section V.
Referral Agency Comments:

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

Town of Parker Engineering Dept.:
Applicant must provide sizing calculations for the water quality structures serving Belford Avenue. Also, a water quality device is required on the storm line prior to the connection to the GAT Arch Pipe crossing. Engineering also has six comments related to revisions to the construction plans to be addressed prior to issuance of a grading permit.

Town of Parker Police Department:
No comment

South Metro Fire & Rescue Authority:
No comment

Stonegate Village Metropolitan District:
No comment

Douglas County School District:
No Comment

Cherry Creek Basin Water Quality Authority:
No comment

Urban Drainage & Flood Control District:
No Comment

Xcel Energy:
Xcel reminds the applicant to contact their offices before commencing construction and requests that all applicable easements to support future development be dedicated at the time of replat.

IREA:
Reminds the applicant of existing IREA facilities on site which will need to be removed or relocated as part of construction.

CenturyLink Communications:
No comment

Comcast:
No comment

Centennial Airport:
• The project site lies approximately 4,910 feet from the nearest runway at Centennial Airport and within the Restricted Development Area (RDA). The site lies adjacent to the Approach Zone (AZ) of the Airport Influence Area (AIA). Based on the Airport's Land Use Guidelines, all new noise sensitive developments are prohibited within the RDA. Due to the proximity of the Airport the 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.
• A 7-day noise test is recommended using single noise event levels (SEL) for developments at this site. It is highly recommended for any development, if approved, that the internal noise be attenuated to 45 DNL or less.
• Due to the high number of operations at Centennial Airport, aircraft will inevitably fly over this site numerous times a day. An Avigation Easement and Overflight Disclosure Statement is recommended prior to the start of construction and once filed, please forward a copy of the executed avigation easement and disclosure statement to our office.
• Any objects on the site (including cranes used during construction) that penetrate a 100:1 slope from the nearest point of the nearest runway, penetrates the FAA Part 77 airspace surface, impede signals associated with navigational equipment or any other reason the FAA deems necessary will require the filing and approval of FAA Form 7460-1. This form may take 90 days or more for approval. Please visit https://oeaaa.faa.gov to utilize the notice criteria tool to confirm filing requirements and to file the FAA Form 7460-1. Please note that this is a State and Federal regulatory requirement. Our calculations show that a Form 7460-1 will be required for any associated cranes. In addition, please have crane operators advise

Grandview Estates Neighborhood Association:
No comment

Grandview Estates Rural Water Conservation District:

- Notes that there are identified wildlife corridors on site, and indicates they believe the tracts these areas are preserved within are inadequate. (Staff Response: The wildlife corridors on site consist of the Happy Canyon Creek 100-year floodplain and the Green Acres Tributary. Happy Canyon Creek is a regulatory floodplain as identified by FEMA, and is not being impacted. Green Acres Tributary is not a regulatory floodplain. It has been channelized north of E-470 to a point of common confluence with Happy Canyon Creek north Compark Village. The applicant is employing the same stabilization methodology with the installation of a series of regional detention ponds along the alignment of Green Acres Tributary.)

- Also notes that the existing homes on site will require asbestos mitigation before demolition can occur. (Staff Response: This will occur as part of the issuance of a demolition permit by the Town's building division.)
- GERWCD is concerned with the proximity of development to the stone house on the Kaiser Ranch.
- GERWCD believes open space dedications are inadequate. (Staff Response: It was determined at the time of zoning that the historic structure was not being affected by the development of COmpark Village South.)
- Notes that the project is indicating a Filbert Street address, even though Filbert Street was vacated by Douglas County. (Staff Response: Filbert Street is still referenced in the Town's GIS system, as it has not been replaced by any streets since its vacation. This will change when Belford Avenue is constructed.)
- Renews request that Grandview Estate streets will not be used for construction access. (Staff Response: the applicant has agreed that construction access for Belford Road and the public improvements within Compark Village South Filing 1 will come from Peoria Street to the west.)
- Questions whether the applicant has made provisions for water and sanitary sewer service. (Staff Response: a finding was made at the time of annexation and zoning that the Stonegate Village Metropolitan District would be the water and sanitary sewer service provider for the site.)
- Does not believe an adequate Park Facilities Master Plan was provided, nor has tree mitigation been addressed. (Staff response: the Park Facilities Master Plan for this filing includes street scape landscaping, landscaping within the open space tracts and landscaping around the drainage facilities to be constructed with this filing. Those plans are included as an exhibit attachment to this staff report.)

Section VI.
Staff Recommendation:

Staff Recommends that Planning Commission recommend Town Council approve the Compark Village South Filing No. 1 Minor Development Plat subject to the Town's Land Development Ordinance and the following conditions of approval:

1. The final drainage report and construction plans must be corrected to address the comments issued by the Town's Engineering Department on July 15, 2016, prior to the issuance of a grading permit.
2. The applicant must demonstrate compliance with the requests made by Centennial Airport in their comments dated July 21, 2016 as a condition of Probationary Acceptance.
3. All access to the subject property for the purposes of building the public improvements described within Compark Village South Filing 1 Minor Development Plat will come from Peoria Street. Any access for the purposes of asbestos abatement and demolition of the existing structures on the subject property which is proposed to come from streets within Grandview Estates must receive approval from Douglas County, or utilize the same access from Peoria Street.

Section VII.
Attachments:

1. Vicinity Map
2. Referral Agency Comments
3. Compark Village South Filing 1 Minor Development Plat Exhibit
4. Compark Village South Filing 1 Park/Facilities Master Plan Exhibit

Section VIII.
Proposed Motion:

"I move the Planning Commission recommend Town Council approve the Compark Village South Filing 1 Minor Development Plat subject to the Town's Land Development Ordinance and the three conditions of approval recommended in Staff's report."

Compark Village South Filing 1 Minor Development Plat
SUB15-0054
Referral Agency Notes/Comments to Trakit

Jacob James
DRAINAGE REPORT - STORMWATER
7/15/2016 11:35:02 AM

1. Please provide sizing calculations for the water quality structures serving Belford Avenue. Also, a water quality device is required on the storm line prior to the connection to the GAT Arch Pipe crossing.

Jacob James
CONSTRUCTION PLANS - STORMWATER
7/15/2016 12:17:23 PM

1. Storm Line 5 appears to enter the upper pond below the normal water surface elevation. Please adjust the outlet and FES to daylight above the normal pool elevation.

2. Please provide water quality treatment for storm line 3 prior to entering the GAT Arch Pipe crossing. Also, please provide a connection detail to the conspan.

3. Please provide a concrete maintenance access trail under Belford Avenue adjacent to GAT to eliminate frequent washouts. The trail shall be concrete in all areas below the 100 year water surface elevation.

4. Please change the Mirafi 140N call out on all of the trail sections to tensar grid.

5. Storm profiles 8 and 9 appear to connect to the regional detention pond below the normal pool elevation. Please adjust the profiles to daylight above the normal pool elevation.

6. All other comments are deferred to Urban Drainage and Flood Control District for maintenance eligibility approval.

Brooks Kaufman
IREA 15
4/29/2016 8:41:48 AM

The Association has reviewed the contents in the above-referenced referral response packet. We reviewed the project for maintaining our existing facilities, utility easements, electric loading, and service requirements. We are advising you of the following concerns and comments:

The Association has existing overhead electric facilities on the subject property. The Association will maintain these existing utility easements and facilities unless otherwise requested by the applicant to modify them under the Association's current extension policies.

The Association requires that the applicant maintain proper clearances to the existing overhead electric facilities as defined by the NESC at Station 103 00.

Donna George
Public Service Company of Colorado 15
7/8/2016 12:12:06 PM

PSCo acknowledges the applicant's comment response and advises the applicant continue working with all Xcel Energy personnel involved.

Aaron Repp
Centennial Airport 20
7/21/2016 1:09:49 PM

Thank you for the opportunity to review the Compark Village South F1 MDP Belford Minor Development Plat. Due to the location of the proposed development and its proximity to the Airport, the Arapahoe County Public Airport Authority opposes all residential components of this project. We have the following comments to make on the project:

• The project site lies approximately 4,910 feet from the nearest runway at Centennial Airport and within the Restricted Development Area (RDA). The site lies adjacent to the Approach Zone (AZ) of the Airport Influence Area (AIA). Based on the Airport's Land Use Guidelines, all new noise sensitive developments are prohibited within the RDA. Due to the proximity of the Airport the 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.

• A 7-day noise test is recommended using single noise event levels (SEL) for developments at this site. It is highly recommended for any development, if approved, that the internal noise be attenuated to 45 DNL or less.

• Due to the high number of operations at Centennial Airport, aircraft will inevitably fly over this site numerous times a day. An Avigation Easement and Overflight Disclosure Statement is recommended prior to the start of construction and once filed, please forward a copy of the executed avigation easement and disclosure statement to our office.

• Any objects on the site (including cranes used during construction) that penetrate a 100:1 slope from the nearest point of the nearest runway, penetrates the FAA Part 77 airspace

surface, impede signals associated with navigational equipment or any other reason the FAA deems necessary will require the filing and approval of FAA Form 7460-1. This form may take 90 days or more for approval. Please visit https://oeaaa.faa.gov to utilize the notice criteria tool to confirm filing requirements and to file the FAA Form 7460-1. Please note that this is a State and Federal regulatory requirement. Our calculations show that a Form 7460-1 will be required for any associated cranes. In addition, please have crane operators advise

GRANDVIEW ESTATES
NEIGHBC. HOOD ASSOCIATION
P.O. Box 2157, Parker, CO 80134

July 27, 2016

Mr. Patrick Mulready, Senior Planner
Mr. Tom Williams, Director of Engineering
20130 East Main St.
Parker, Colorado 80138

REF: Case Number: SUB15-0054
Application Type: Subdivision Minor Plat Redevelopment
Application Name: Compark Village South F1 MDP Belford

Dear Mr. Mulready and Mr. Williams:

Thank you for granting the Grandview Estates Neighborhood Association (GENA) with the additional time in order to formally respond to this referral notice.

Based on a conversation with Mr. Mulready last week, it is our understanding that the 3rd submittal for case number Sub15-0054 pertains primarily to: the construction of Belford Ave., overall landscape plan, and final drainage report.

The GENA has been in contact with residents on the north boundary of Grandview Estates (GVE) and it is our understanding that all residents involved in the walk-through of the property between GVE and the proposed Compark Village South development are pleased with the possible additional changes to the landscape plan as discussed to date. Residents have indicated that they are working individually with the Town of Parker to finalize these changes.

At this time, the GENA has no further response to any other items covered in the 3rd submittal.

In addition, based on recent conversations and emails with the Town of Parker pertaining to the access through GVE for the demolition of the properties on the north boundary, the GENA will address any issues directly with Douglas County.

Sincerely,

Shannon R. Rasmussen,
President
Grandview Estates Neighborhood Association

The Grandview Estates Rural Water Conservation District

12460 North Third Street, P.O. Box 4292, Parker CO 80134, (303) 805-1690 Phone, (303) 805-2340 Fax

"Working to Preserve Water Resources for Future Generations"

July 21, 2016

Mr. Patrick Mulready, Senior Planner
Mr. Tom Williams, Director of Engineering
20130 East Mainstreet
Parker, Colorado 80138

REF: Case Number: SUB15-0054
Application Type: SUBDIVISION MINOR DEVELOPMENT PLAT
Application Name: Compark Village South F1 MDP Belford

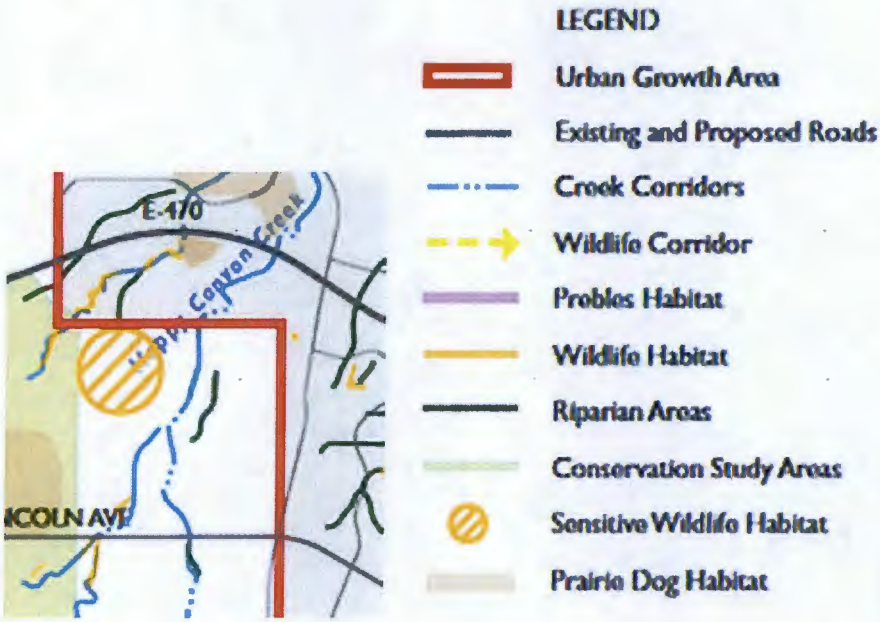
Dear Mr. Mulready and Mr. Williams,

Grandview Estates Homeowners Association (GEHA) has the following concerns related to the above-referenced minor development plat. GEHA states that the following standards below should be applied and have not been met.

1. Riparian Resources.

The Town of Parker Land Development Code 13.07.090(d)(1) provides that a minor development plat must be consistent with the Master Plan. Under goals and strategies, the Master Plan Natural Resource Protection Section 12 requires preservation and protection of plants, animals and their associated ecosystems significant natural areas that provide habitat essential for the conservation of plants, animals, and their associated ecosystems. The section further requires preservation of riparian corridors and wetlands. There is no mention in the application of how the Grandview Tributary and Happy Canyon Creek will be preserved and protected as wildlife corridors and wetlands. The Master Plan identifies a particularly sensitive area in the northwest quadrant of Grandview Estates. Directly north, a dense housing area and major connector highway is contemplated for development by Compark. A small open space is planned in the floodplain area. This is inadequate based upon the Master Plan criteria. See for reference Figure 1 page 2. The Code at 13.07.090 (f) (14) requires delineation of all regulatory one hundred-year floodplains and floodways, all existing and proposed water courses, retention and detention areas, wetlands, known aquifer recharge areas, streams, lakes, inlets, storm sewers and culverts and *environmentally sensitive* areas on the affected property. The environmentally sensitive area on the Master Plan is not considered in the application.

Figure 1. Master Plan Identification of Sensitive Areas for the Project to Consider



2. Hazard Considerations.

The Town of Parker Land Development Code 13.07.090 (e) requires identification of any hazards in the completed land use application. This application by attachment Exhibit D states that there are no hazards. The master plan identifies the flood plain and slope hazards present, see Figures 2-5.

Additionally, there are three existing abandoned homes on the property which will require demolition. Asbestos mitigation is to be implemented for these old homes. These homes are situated close to the southern section line of the property, within 200 feet of a Grandview home, 300 feet of another, and also possibly affecting the historic Stone House (Kaiser Ranch) which sits just south of the northern boundary of Grandview. The Parker Historical Society has already filed its concerns in this subplat application, that heavy machinery, dust, and earth disturbances may well damage the historic home.

Now we are being informed of plans to take demolition traffic and detritus through private property and through Grandview dirt and paved roads, a direct violation of the IGA between Town of Parker and Douglas County that construction traffic will enter by way of newly constructed Belford Avenue from Peoria. Apparently, there is an attempt to make an artificial distinction between "demolition" and "construction".

The cul de sac at the end of Third was to be used for emergency access only. Review of the Block 31 vacation in 2007 verified that the entry into the two driveways to the north through the cul-de-sacs was identified as the Filbert Avenue Temporary Easement. There is no mention of this demolition, or the cost thereof, in the application. The demolition must be postponed until Belford is open for traffic.

3. Open Space.

The Master Plan Goal states growth shall be appropriately directed and site-planned to sustain our community's needs as we grow. For this subplat, the Master Plan Strategy Section 4D would require increased open space using the criteria set forth in the Open Space, Trails and Greenways Master Plan which emphasize supporting a regional greenway network that provides a community separation buffer from development in neighboring jurisdictions while maintaining the viability and connectivity of the natural ecosystem.

The Neighborhood Center Section of the Master Plan requires for calculation purposes that the gross density exclude the 100-year floodplain as mapped by FEMA and slopes of 20% or greater. Recalculation of the gross density of open space is shown in Table 1, based on visual estimation and deduction of the flood plain Figures 2-4. About 16.8 acres were in the flood plain which reduced the gross density of open space from 14.5% to 10.8%, significantly below the 26% for Parker at large.

The sheet 2 of 4 of the Minor Development Plan accounts for tracts E and F as open space drainage and they are mostly in the flood plain and they are included in the land use summary percentage of total area, which is not consistent with the master plan. The master plan shows 26% open space and trails.

Table 1 Recalculation of Gross Density of Flood Plain and Open Space

Tract	Gross Acres	OS, Acres	% FP	Net Acres	%OS	OS, Acres
A	22.7	0	5	21.6	0	0
B	16.7	0	50	8.4	0	0
C	19.2	0	5	18.2	0	0
D	5.27	5.27	0	5.27	100	5.27
E	1.2	1.2	90	0.12	100	0.12
F	7.79	7.79	75	1.95	100	1.95
G	22.7	0	0	22.7	0	0
H	32.9	0	0	32.9	0	0
I	2.41	0	0	2.41	0	0
J	0.74	0.74	0	0.74	100	0.74
K	5.13	5.13	0	5.13	100	5.13
L	0.17	0	0	0.17	0	0
Total	137	20.1		120		13.2
%		14.7	17.4		11.0	

It is recommended that the gross density of open space be increased to 20% to be consistent with the Master Plan.

Figure 2. Eastern Section of Minor Development Replat Showing Floodplains

Figure 3. Middle Section of Minor Development Replat Showing Floodplain

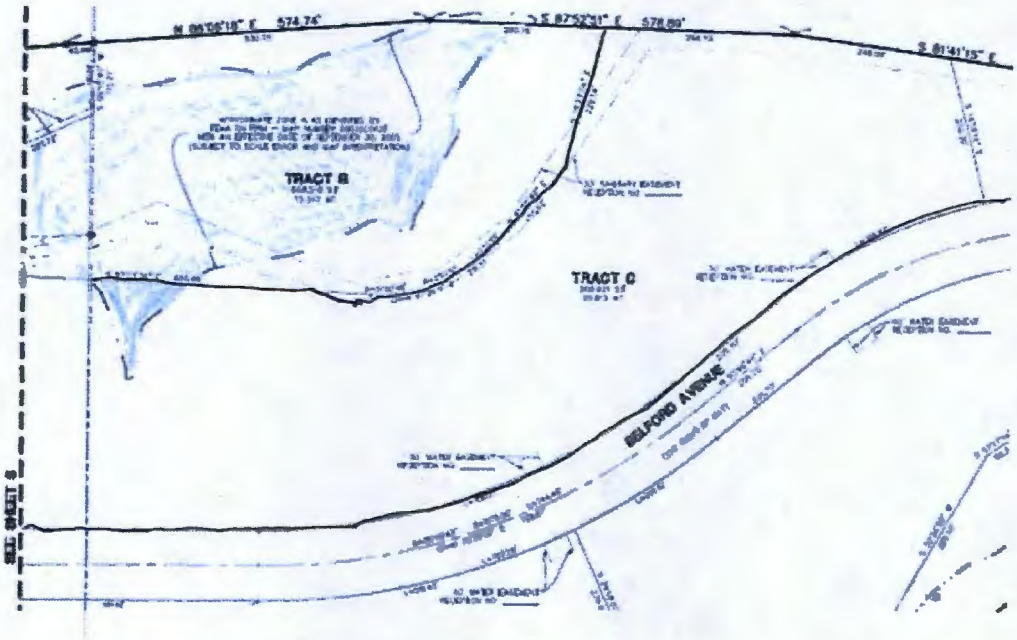


Figure 4. Western Section of Minor Development Replat Showing Floodplains

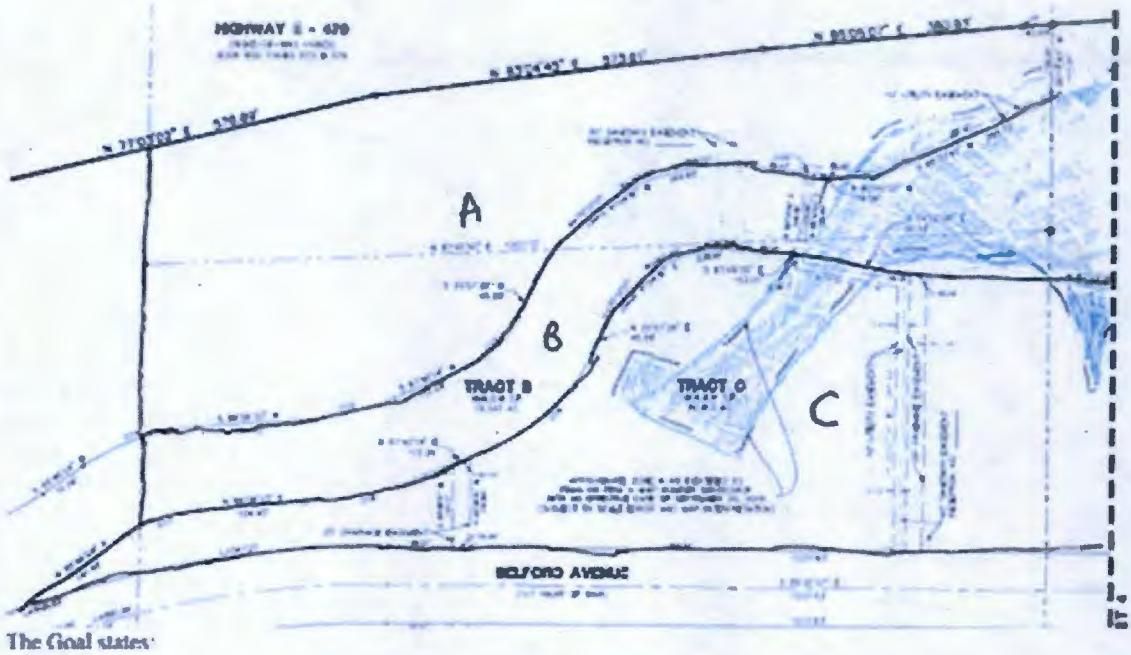
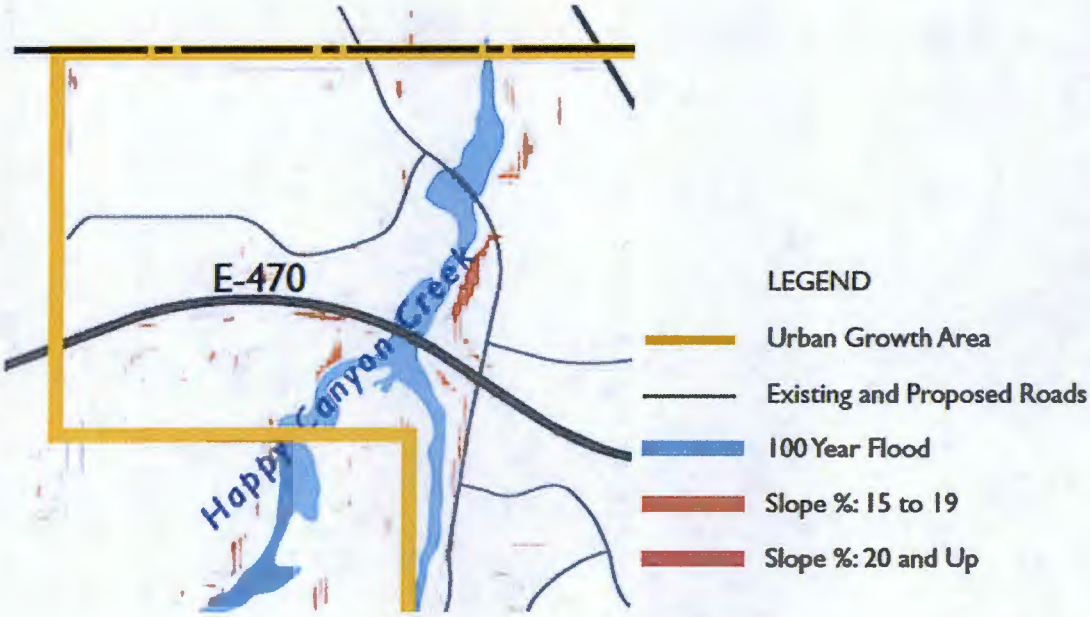


Figure 5 Master Plan Map Showing Flood Plain and Steep Slope Hazards



4. <u>Identification of Trails, Plats, Easements and Ownership.</u>

The Town of Parker Land Development Code 3.07.090 (f) (11) provides that all lots, tracts and, when requested by staff, appropriate building envelopes, shall be located, identified and labeled with the appropriate dimension with sufficient linear, bearing and curve data. No ditto marks shall be used for dimensions. All lots and, whenever practical, blocks shall be shown in their entirety on one (1) sheet. The present application includes no lots, only tracts. It is recommended that all planned lots be included on one sheet of

the Minor Development Replat to put the other attributes in perspective. 13.07.090 (f) (13) requires that the purpose, widths and location (with fine dashed lines) of all easements and all abutting easements be included, with the widths of all easements and sufficient data to definitely locate the same with respect to the subdivision and each lot must be shown. All easements must be clearly labeled and identified.

Applicant has identified this development as Filbert Street, which no longer exists and is private property in Grandview. The name and implied right of use should be changed. The minor development plat Page 4 of 4 shows Filbert Street, which was Filbert Avenue, which does not exist there. It also identifies Block 31 where it is vacated, but not where it is not vacated. The following rights of way for the original property owners of the Stone House (Kaiser Ranch) are not shown from deed exceptions (13, 14 and 54) should be shown on the plat.

13. Right-of-Way and easement for ingress and egress and incidental purposes as reserved by Samuel H. Obrecht and Jessie A. Obrecht in Deed recorded January 17, 1969 in Book 190 at Page 55.

14. Right-of-Way and easement for ingress and egress and incidental purposes as reserved by Samuel H. Obrecht and Jessie A. Obrecht in Deed recorded July 22, 1969 in Book 195 at Page 301.

The creek bed is suitable for equestrian use and the right of way should be labeled.

54. Rights of Way for Happy Canyon Creek Traversing subject Property.

We recommend that the use of Filbert Avenue/Street be discontinued, since it has been mostly vacated and all that is left are some remnants of block 31. There are two remaining sections of block 31 that are used for equestrian purposes:

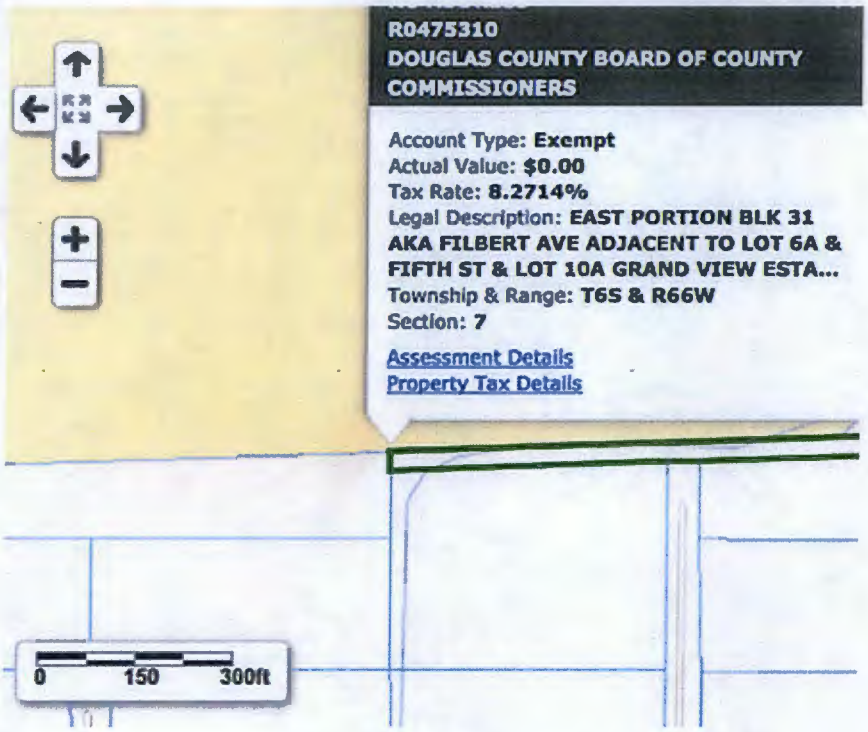
- Starting at block 3 Lot 6 in Grandview Estates and going East to 5th Street by about 2/3 of block 2 lot 10 as shown in Figure 6.
- Starting at block 2 Lot 11going west to the end of block 1 lot 6 as shown in Figure 7.

These easements must be identified on the Minor Development Plat

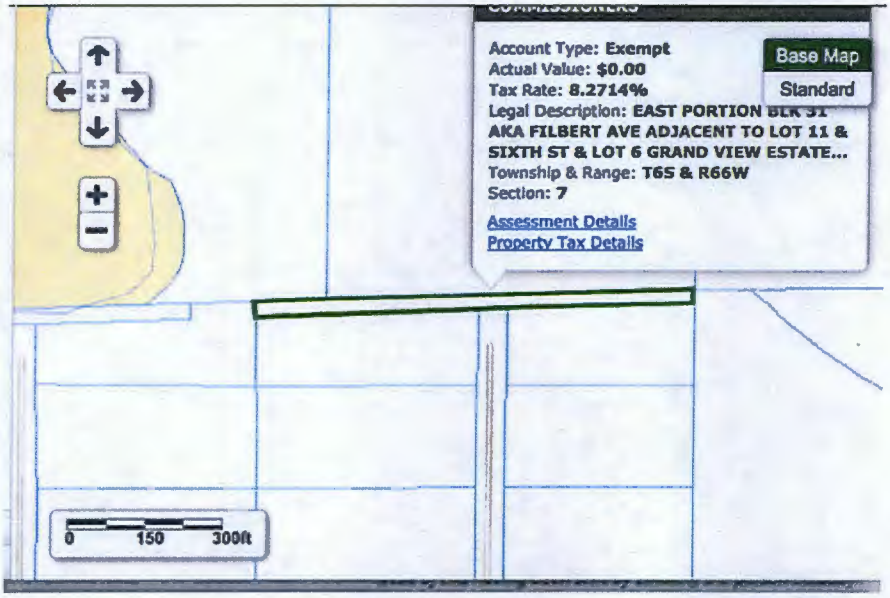
5. Road Construction

The Town of Parker Development Code 13.07.090 (g) (3) requires that a minor development plat include final road construction plans be submitted. There is only a preliminary a road construction report issued in this application. It is crucial at this point to know that the plan will not be further changed, and what we can depend on. A final plan would assure us that roads will

Figure 6. Un-Labeled Remnants of Block 31 by 5th Street



. Figure 7. Un-Labeled Remnants of Block 31 by 6th Street



be completed before construction as originally stated (to include construction-related demolition) and that Grandview roads will not be used.

6. Sanitation.

   The Town of Parker Development Code 13.07.090 (g) (4) requires evidence of the physical and legal capability to provide sanitation. For a subdivision of land located within a sanitation district, a letter of commitment to serve the proposed subdivision stating the capacity to serve and feasibility of extending service to that area. There is no letter of commitment included in the present application.

7. Water.

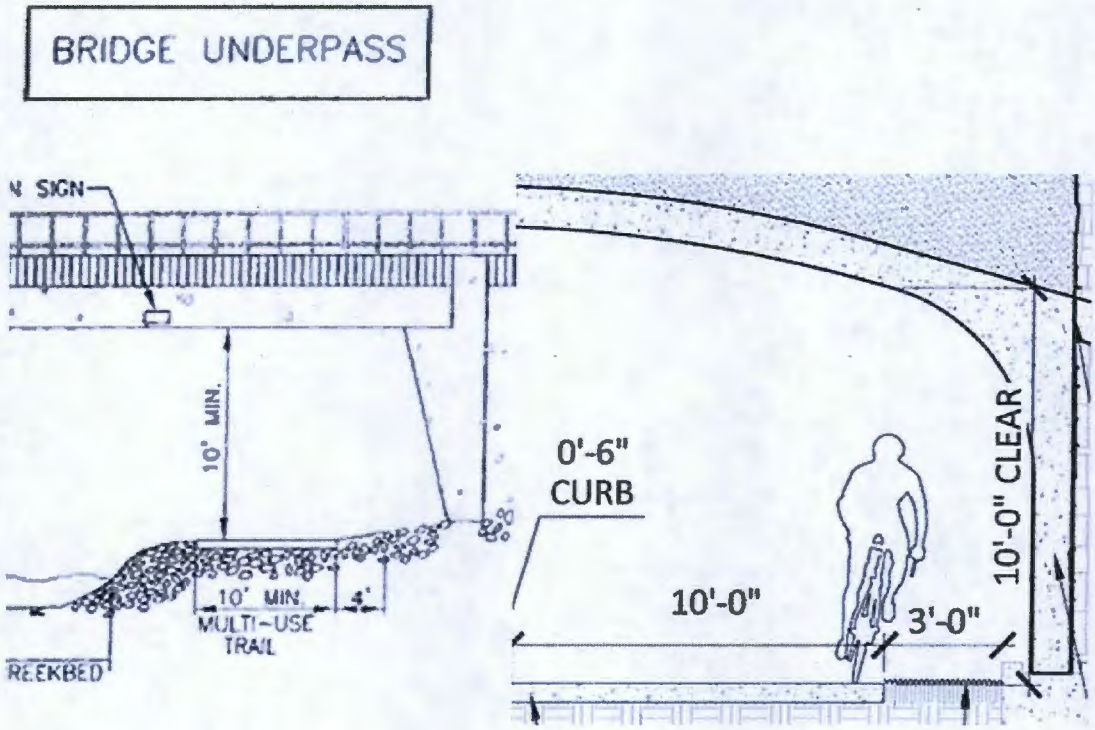
   The Town of Parker Development Code 13.07.090 (g) (5) requires evidence that an adequate water supply, sufficient in terms of quality and quantity, is available. For a subdivision of land located within a water district, a letter of commitment to serve the proposed subdivision stating the amount of water available for use within the subdivision and the feasibility of extending service to that area. There is no will serve letter included in the present application

8. Park Facilities Master Plan. The Town of Parker Development Code 13.07.090 (g) (7) requires a park facilities master plan and construction plans. No Park Master Plan has been issued

9. Final Landscape Plan and Tree Conservation

   The Town of Parker Development Code 13.07.090 (g) (12) requires tree conservation. There should be notation of the native trees which will be saved. We request that the maximum number of trees be saved, and that the applicant list those trees salvaged. Code 13.07.090 (g) (13) requires a final landscape plan for the subdivision prepared in accordance with the Town of Parker Construction Specifications and Design Consideration for Parks, Trails and Streetscapes that includes road rights-of-way, landscaped tracts and common areas, if applicable.
   10' tall and 10' wide trail under bridge on plan LB09 has a 3' wide side buffer width beside the multi-use trail and should have a 4' side buffer width according to Page 33 of Town of Parker Construction Specifications and Design Consideration for Parks, Trails and Streetscapes. See Figure 7.Bridge stream should be labeled Happy Canyon Creek, not Green Acres Tributary. Concrete surfacing must take into account equestrian use.

Figure 7 Comparison of Bridge Underpass with Design Requirement



Sincerely yours,

Charles H. Bucknam
Secretary
Grandview Estates Rural Water Conservation District
A State of Colorado Water Conservancy District

SUBDIVISION AGREEMENT
Compark Village South Filing No. 1

THIS AGREEMENT is made this _____ day of _____, 2016, by and between the Town of Parker, Colorado, a home rule municipal corporation (the "Town"), and 470 Compark LLC, a Colorado limited liability company (the "Developer").

RECITALS:

A. The Developer is the owner of certain real property located in the Town of Parker known as Compark Village South Filing No. 1, which is more particularly described in **Exhibit A-1**, attached hereto and incorporated herein, and Douglas County is or will be the owner of certain real property located outside the corporate limits of the Town of Parker, which is more particularly described in **Exhibit A-2**, attached hereto and incorporated herein, (collectively referred to as the "Property").

B. On September 19, 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 that portion of the Property described in Exhibit A-1. 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, related to the construction of the public improvements described herein. 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, the regulations of Douglas County, 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.

a. The Developer hereby agrees to perform any and all requirements of the Annexation Agreement entered into between the Town and the Developer on January 5, 2016, which was recorded at reception number 20150011337 of the Douglas County real estate records (the "Annexation Agreement"). The requirements of the Annexation Agreement are in addition to the requirements of this Agreement and are not intended to supersede any requirements contained herein.

b. The Developer acknowledges and agrees that the Town entered into an intergovernmental agreement with Douglas County on April 4, 2016, which was recorded at reception number 2016022570 of the Douglas County real estate records, regarding the design, construction and maintenance of Belford Avenue between Peoria Street to Compark Village South (the "Project IGA"). The Project IGA includes the Public Improvements described in this Agreement. The Developer agrees to cooperate with the Town and Douglas County in the performance of the Town's and County's obligations under the Project IGA, including the conveyance of right-of-way, the permitting, design, construction, testing and inspection of the roadway and drainage facilities, including the probationary and final acceptance of such roadway and drainage facilities and the maintenance of the same following the probationary and final acceptance of the roadway and drainage facilities, as provided in the Project IGA.

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.

d. The Developer shall pay all fees required by Douglas County for the grading, construction and inspection of the Public Improvements described in the Project IGA.

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. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape 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 "Landscape Security") of the materials cost as described in **Exhibit F**, attached and incorporated herein, and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

d. The Developer agrees to preserve trees shown of the attached **Exhibit G.**

5. Title Policy. A title commitment for the Property (the "Title Commitment") shall be provided to the Town. The title commitment shall show that all property to be dedicated to the Town and Douglas County 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.

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 for the Property, as shown on the final plat, landscape plans and the associated construction documents (the "Public Improvements"), as approved by the Director of Engineering of the Town, shall be installed and completed at the expense of the Developer and dedicated and/or conveyed to the Town, subject to the Project IGA. The Public Improvements required by this Agreement and shown on the final plat, as well as associated construction documents approved by the Director of Engineering 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 Engineering of the Town, subject to the Project IGA.

The Developer shall warrant any and all Public Improvements for a period of two (2) years from the date the Town's Director of Engineering grants probationary acceptance of the Public Improvements, as approved by the Town, subject to the Project IGA. The warranty period shall extend to the date final acceptance is granted in writing by the Town's Director of Engineering, subject to the Project IGA. The Developer shall be responsible for scheduling the necessary inspections for probationary and final acceptance, subject to the Project IGA. 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, subject to the Project IGA. 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 Engineering, subject to the Project

IGA. 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, subject to the Project IGA.

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 December 31, 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 Engineering or his designee shall inspect the improvements and certify with specificity their conformity or lack thereof to the Town's specifications, subject to the Project IGA. The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications, subject to the Project IGA. Once approved by the Town's Director of Engineering, the Town shall accept said improvements upon conveyance, pursuant to paragraph 11, subject to the Project IGA; provided, however, the Town shall not be obligated to accept the Public Improvements until the actual costs described in paragraphs 3.a., b and d 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. 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, subject to the Project IGA.

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 cash security 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 cash 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 cash to the Town, in the manner provided herein, shall negate the Town's approval of the final plat. The cash shall be paid to the Town according to the terms and conditions of the "Financial Guarantee," which 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 cash and approved the Financial Guarantee.

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town's Director of Engineering, as set forth in Exhibit C. If, however, they are unable to agree, the Director of Engineering's 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 Financial Guarantee in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with a new or amended Financial Guarantee, 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 Financial Guarantee to complete the Public Improvements called for in this Agreement.

Upon completion of performance of such improvements, conditions and requirements within the required time and the approval of the Town Director of Engineering, the Developer shall provide to the Town an irrevocable letter of credit or Financial Guarantee 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

or the nuisance regulations of Douglas County for that portion of the Public Improvements constructed outside of the Town's boundaries.

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 or the nuisance regulations of Douglas County for that portion of the Public Improvements constructed outside of the Town's boundaries. 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 Department of Engineering 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. A homeowners' association, owners association or special district shall be created by the Developer to maintain and operate the drainage facilities, private streets, berms, trails, parks, open space, median improvements, landscaping, streetscapes or other private improvements and to assume all responsibilities therefor as shown on the final plat and/or the construction documents approved by the Director of Engineering of the Town, 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: Town of Parker
Attn: Director of Engineering
20120 E. Mainstreet
Parker, Colorado 80138

With a copy to:	Town of Parker Attn: Town Attorney 20120 E. Mainstreet Parker, Colorado 80138
Notice to Developer:	470 Compark LLC, C/O MPV Compark Management, 290 Fillmore Street, STE 2 Denver, CO 80206 Attn: Michael Vickers Email: michaelvickers@mpvcompark.com
And:	Thomas Triplett, Manager C/O Vickers Trusts 1223 North Rock Road, Building H, Suite 100 Wichita, KS 67206-1271 Facsimile No.: (316) 636-2440 Email: tctriple@twgfirm.com
With a copy to:	Moye White LLP Attn.: Jennifer L. Stenman 16 Market Square, 6th Floor 1400 16th Street Denver, CO 80202 Facsimile: (303) 292-4510 Jennifer.stenman@moyewhite.com

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: _____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

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

DEVELOPER: 470 COMPARK LLC
a Colorado limited liability company

By: _____
Thomas Triplett, Manager

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Thomas Triplett, as Manager of 470 Compark LLC, a Colorado limited liability company.

My commission expires: _____.

(SEAL)

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT A-1

LEGAL DESCRIPTION: PROPERTY WITHIN TOWN OF PARKER

COMPARK VILLAGE SOUTH FILING NO. 1

PART OF LOTS 19, AND 20, ALL OF LOTS 21, 22, AND 23, AND THAT 40-FOOT RIGHT OF WAY, GREEN ACRES SUBDIVISION RECORDED IN BOOK 1152 AT PAGE 883, AT RECEPTION NO. 105760 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER TOGETHER WITH PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 6 AND CONSIDERING THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6 TO BEAR NORTH 00°30'14" WEST, AND MONUMENTED AS SHOWN HEREON, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°30'14" WEST ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER A DISTANCE 1216.44 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 AS DESCRIBED IN BOOK 902 AT PAGE 573 AND AT BOOK 902 AT PAGE 576 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TEN (10) COURSES:

1) NORTH 72°48'01" EAST A DISTANCE OF 328.41 FEET;
2) NORTH 73°02'20" EAST A DISTANCE OF 596.76 FEET;
3) NORTH 77°03'02" EAST A DISTANCE OF 576.89 FEET;
4) NORTH 83°04'45" EAST A DISTANCE OF 573.61 FEET;
5) NORTH 85°05'07" EAST A DISTANCE OF 380.93 FEET;
6) NORTH 86°06'18" EAST A DISTANCE OF 574.74 FEET;
7) SOUTH 87°52'51" EAST A DISTANCE OF 578.89 FEET;
8) SOUTH 81°41'15" EAST A DISTANCE OF 612.23 FEET;
9) SOUTH 72°31'23" EAST A DISTANCE OF 371.41 FEET TO A POINT ON A CURVE;
10) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10°57'27", A RADIUS OF 3005.03 FEET, AN ARC LENGTH OF 574.70 FEET, THE CHORD OF WHICH BEARS SOUTH 67°01'44" EAST, A DISTANCE OF 573.82 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2010056842 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND THE FOLLOWING NINE (9) COURSES:

1) SOUTH 21°56'14" WEST, A DISTANCE OF 91.83 FEET TO A POINT OF CURVATURE;
2) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 43°58'01", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 153.47 FEET, THE CHORD OF WHICH BEARS SOUTH 43°55'15" WEST, A DISTANCE OF 149.74 FEET;
3) SOUTH 65°54'15" WEST, A DISTANCE OF 75.57 FEET TO A POINT OF CURVATURE;
4) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 24°33'38", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 85.73 FEET, THE CHORD OF WHICH BEARS SOUTH 78°11'04" WEST, A DISTANCE OF 85.08 FEET;
5) NORTH 89°32'07" WEST, A DISTANCE OF 9.07 FEET TO A POINT OF CURVATURE;
6) ALONG THE ARC OF A CURVE TO THE THE LEFT HAVING A CENTRAL ANGLE OF 12°56'47", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 45.19 FEET, THE CHORD OF WHICH BEARS SOUTH 83°59'30" WEST, A DISTANCE OF 45.10 FEET;
7) SOUTH 77°31'06" WEST, A DISTANCE OF 135.79 FEET TO A POINT OF CURVATURE;
8) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09°27'04", A RADIUS OF 500.00 FEET AND AN ARC LENGTH OF 82.48 FEET, THE CHORD OF WHICH BEARS SOUTH 82°14'38" WEST, A DISTANCE OF 82.38 FEET;
9) SOUTH 86°58'10" WEST, A DISTANCE OF 149.52 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2010056677 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

COMPARK VILLAGE SOUTH FILING NO. 1

THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL OF LAND THE FOLLOWING THIRTEEN (13) COURSES:

1) SOUTH 86°58'10" WEST, A DISTANCE OF 158.57 FEET TO A POINT OF CURVATURE;
2) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 33°25'14", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 116.66 FEET THE CHORD OF WHICH BEARS SOUTH 70°15'33" WEST, A DISTANCE OF 115.01 FEET;
3) SOUTH 53°32'56" WEST, A DISTANCE OF 294.75 FEET TO A POINT OF CURVATURE;
4) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 94°27'12", A RADIUS OF 125.00 FEET AND AN ARC LENGTH OF 206.07 FEET, THE CHORD OF WHICH BEARS SOUTH 06°19'20" WEST, A DISTANCE OF 183.51 FEET;
5) SOUTH 40°54'16" EAST, A DISTANCE OF 251.99 FEET TO A POINT OF CURVATURE;
6) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23°16'42", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 20.31 FEET, THE CHORD OF WHICH BEARS SOUTH 52°32'37" EAST, A DISTANCE OF 20.17 FEET;
7) SOUTH 64°10'58" EAST, A DISTANCE OF 23.43 FEET TO A POINT OF CURVATURE;
8) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 43°29'20", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 37.95 FEET, THE CHORD OF WHICH BEARS SOUTH 42°26'18" EAST, A DISTANCE OF 37.05 FEET;
9) SOUTH 20°41'38" EAST, A DISTANCE OF 39.38 FEET TO A POINT OF CURVATURE;
10) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°09'03", A RADIUS OF 100.00 FEET AND AN ARC LENGTH OF 35.17 FEET, THE CHORD OF WHICH BEARS SOUTH 10°38'24" EAST, A DISTANCE OF 34.99 FEET;
11) SOUTH 00°32'10" EAST, A DISTANCE OF 40.51 FEET TO A POINT OF CURVATURE;
12) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 47°17'03", A RADIUS OF 100.00 FEET AND AN ARC LENGTH OF 82.53 FEET, THE CHORD OF WHICH BEARS SOUTH 23°06'21" WEST, A DISTANCE OF 80.20 FEET;
13) SOUTH 46°44'52" WEST, A DISTANCE OF 59.24 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6;

THENCE SOUTH 87°49'19" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1546.96 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THAT RIGHT-OF-WAY PARCEL DESCRIBED IN BOOK 195 AT PAGE 510 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

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

1) NORTH 00°17'01" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 30.03 FEET;
2) SOUTH 87°55'04" WEST ALONG A LINE THIRTY FEET NORTHERLY DISTANT, WHEN MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 626.87 FEET;
3) SOUTH 00°42'41" WEST A DISTANCE OF 30.04 FEET TO A POINT ON SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;

THENCE SOUTH 87°55'04" WEST, ALONG SAID SOUTH LINE A DISTANCE OF 709.76 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;

THENCE SOUTH 87°55'04" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 1085.67 FEET TO THE POINT OF BEGINNING,

CONTAINING A CALCULATED AREA OF 6,539,184 SQUARE FEET OR 150.119 ACRES, MORE OR LESS.

EXHIBIT A-2

LEGAL DESCRIPTION: PROPERTY OUTSIDE THE CORPORATE LIMITS OF THE TOWN OF PARKER

EXHIBIT B

FINAL PLAT

COMPARK VILLAGE SOUTH FILING NO. 1

MINOR DEVELOPMENT PLAT

PLANNING AREAS 13–18 (COMPARK VILLAGE PD – FOURTH AMENDMENT)

PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
13 TRACTS – 150.119 ACRES

SHEET INDEX

SHEET 1	COVER SHEET, LEGAL DESCRIPTION, NOTES & CERTIFICATES
SHEET 2	OWNERSHIP CERTIFICATES
SHEET 3	OVERALL BOUNDARY
SHEETS 4–5	DETAILED DESIGN SHEET

LEGAL DESCRIPTION

PART OF LOTS 19 AND 20, ALL OF LOTS 21, 22, AND 23, AND THAT 40-FOOT RIGHT OF WAY GREEN ACRES SUBDIVISION RECORDED IN BOOK 1152 AT PAGE 865, AT RECEPTION NO. 105780 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER TOGETHER WITH PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 6 AND CONSIDERING THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6 TO BEAR NORTH 00°30'14" WEST AND MONUMENTED AS SHOWN HEREON, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°30'14" WEST ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER A DISTANCE 1316.44 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 AS DESCRIBED IN BOOK 902 AT PAGE 873 AND AT BOOK 802 AT PAGE 876 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TEN (10) COURSES:

1) NORTH 72°46'01" EAST A DISTANCE OF 328.41 FEET;
2) NORTH 73°02'30" EAST A DISTANCE OF 586.76 FEET;
3) NORTH 77°03'02" EAST A DISTANCE OF 576.89 FEET;
4) NORTH 83°04'45" EAST A DISTANCE OF 573.61 FEET;
5) NORTH 85°05'07" EAST A DISTANCE OF 380.63 FEET;
6) NORTH 86°06'18" EAST A DISTANCE OF 674.74 FEET;
7) SOUTH 87°33'31" EAST A DISTANCE OF 578.69 FEET;
8) SOUTH 81°41'15" EAST A DISTANCE OF 612.33 FEET;
9) SOUTH 72°31'23" EAST A DISTANCE OF 371.41 FEET TO A POINT ON A CURVE;
10) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10°57'37" A RADIUS OF 3005.03 FEET AN ARC LENGTH OF 574.70 FEET THE CHORD OF WHICH BEARS SOUTH 67°01'44" EAST A DISTANCE OF 573.82 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2010056842 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND THE FOLLOWING NINE (9) COURSES:

1) SOUTH 21°06'14" WEST, A DISTANCE OF 81.63 FEET TO A POINT OF CURVATURE;
2) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 43°58'01" A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 153.47 FEET THE CHORD OF WHICH BEARS SOUTH 43°55'15" WEST A DISTANCE OF 149.74 FEET;
3) SOUTH 65°54'15" WEST, A DISTANCE OF 70.57 FEET TO A POINT OF CURVATURE;
4) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 24°33'38" A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 85.73 FEET THE CHORD OF WHICH BEARS SOUTH 78°11'04" WEST A DISTANCE OF 85.08 FEET;
5) NORTH 89°32'07" WEST, A DISTANCE OF 9.07 FEET TO A POINT OF CURVATURE;
6) ALONG THE ARC OF A CURVE TO THE THE LEFT HAVING A CENTRAL ANGLE OF 12°56'47" A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 45.19 FEET THE CHORD OF WHICH BEARS SOUTH 83°59'30" WEST A DISTANCE OF 45.10 FEET;
7) SOUTH 77°31'06" WEST A DISTANCE OF 135.78 FEET TO A POINT OF CURVATURE;
8) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09°27'04", A RADIUS OF 500.00 FEET AND AN ARC LENGTH OF 82.48 FEET, THE CHORD OF WHICH BEARS SOUTH 82°14'38" WEST, A DISTANCE OF 82.38 FEET;
9) SOUTH 86°58'10" WEST, A DISTANCE OF 149.83 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2010056477 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL OF LAND THE FOLLOWING THIRTEEN (13) COURSES:

1) SOUTH 86°58'10" WEST, A DISTANCE OF 158.87 FEET TO A POINT OF CURVATURE;
2) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 33°25'14", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 116.66 FEET THE CHORD OF WHICH BEARS SOUTH 70°15'33" WEST, A DISTANCE OF 115.01 FEET;
3) SOUTH 53°32'56" WEST A DISTANCE OF 284.70 FEET TO A POINT OF CURVATURE;
4) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 94°27'12" A RADIUS OF 125.00 FEET AND AN ARC LENGTH OF 206.07 FEET, THE CHORD OF WHICH BEARS SOUTH 06°19'20" WEST, A DISTANCE OF 183.51 FEET;
5) SOUTH 40°54'16" EAST A DISTANCE OF 251.99 FEET TO A POINT OF CURVATURE;
6) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23°16'42" A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 20.31 FEET THE CHORD OF WHICH BEARS SOUTH 52°32'37" EAST A DISTANCE OF 20.17 FEET;
7) SOUTH 64°10'58" EAST, A DISTANCE OF 23.43 FEET TO A POINT OF CURVATURE;
8) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 43°29'20", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 37.95 FEET, THE CHORD OF WHICH BEARS SOUTH 42°26'18" EAST, A DISTANCE OF 37.05 FEET;
9) SOUTH 20°41'38" EAST, A DISTANCE OF 38.38 FEET TO A POINT OF CURVATURE;
10) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°09'03" A RADIUS OF 100.00 FEET AND AN ARC LENGTH OF 35.17 FEET, THE CHORD OF WHICH BEARS SOUTH 10°38'24" EAST, A DISTANCE OF 34.99 FEET;
11) SOUTH 00°32'10" EAST, A DISTANCE OF 40.81 FEET TO A POINT OF CURVATURE;
12) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 47°17'03" A RADIUS OF 100.00 FEET AND AN ARC LENGTH OF 82.53 FEET, THE CHORD OF WHICH BEARS SOUTH 23°06'21" WEST A DISTANCE OF 80.20 FEET;
13) SOUTH 46°44'52" WEST A DISTANCE OF 88.24 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6;

THENCE SOUTH 87°49'16" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1846.86 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THAT RIGHT-OF-WAY PARCEL DESCRIBED IN BOOK 183 AT PAGE 510 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

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

1) NORTH 00°17'01" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 30.03 FEET;
2) SOUTH 87°35'04" WEST ALONG A LINE THIRTY FEET NORTHERLY DISTANT, WHEN MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 438.87 FEET;
3) SOUTH 00°42'41" WEST A DISTANCE OF 30.04 FEET TO A POINT ON SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;

THENCE SOUTH 87°35'04" WEST, ALONG SAID SOUTH LINE A DISTANCE OF 709.78 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;

THENCE SOUTH 87°35'04" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 1095.67 FEET TO THE POINT OF BEGINNING,

CONTAINING A CALCULATED AREA OF 6,539,184 SQUARE FEET OR 150.119 ACRES, MORE OR LESS.

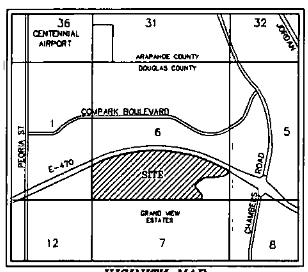
DEDICATION STATEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO THIRTEEN TRACTS, ONE STREET AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF COMPARK VILLAGE SOUTH FILING NO. 1

THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED. THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED; AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE AS AMENDED, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S).

ALL PUBLIC STREETS AND RIGHTS-OF-WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES. DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED.

THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SITE DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S)



VICINITY MAP
(NOT TO SCALE)

TITLE VERIFICATION

I, ______________________ AN AUTHORIZED REPRESENTATIVE OF FIRST AMERICAN TITLE INSURANCE COMPANY, A TITLE INSURANCE COMPANY, HAVE MADE AN EXAMINATION OF THE PUBLIC RECORDS AND STATE THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT FOR TAXES FOR THE YEAR ______ AND SUBSEQUENT YEARS, EXCEPT FOR ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS OF WAY OF RECORD, AS SHOWN ON FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. 786280-A, EFFECTIVE DATE AUGUST 15, 2016 AT 8:00 P.M.

BY ______________________

TITLE ______________________

STATE OF COLORADO }
COUNTY OF __________ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF ____________, 20___,

BY ______________________ OF FIRST AMERICAN TITLE INSURANCE COMPANY

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES ______________

______________________ ______________________
NOTARY PUBLIC ADDRESS

PLANNING COMMISSION

THIS MINOR DEVELOPMENT PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON ______________________

____
PLANNING DIRECTOR, ON BEHALF OF THE PLANNING COMMISSION

ACKNOWLEDGEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HEREBY ACKNOWLEDGE THAT ANY SUBDIVISION APPROVAL OBTAINED BY THE TOWN OF PARKER DOES NOT OBVIATE SAID UNDERSIGNED'S NEED OR RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT OF 1973, 16 U.S.C. 15 531 et seq., AS AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

SURVEYOR'S CERTIFICATION

I, BRIAN J. PYPER, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON AUGUST 3, 2016, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISION OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON SEPTEMBER 2, 2016

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR 38445

BRIAN J. PYPER
COLORADO P.L.S. NO. 38445
FOR AND ON BEHALF OF MANHARD CONSULTING
8000 E. ARAPAHOE COURT, SUITE 110
CENTENNIAL, COLORADO 80112
(303) 708-0500

NOTES

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MANHARD CONSULTING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, MANHARD CONSULTING RELIED UPON THE TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. 786280-A WITH AN EFFECTIVE DATE OF AUGUST 15, 2016 AT 5:00 P.M.
4. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITY(S) NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON(S) OR ENTITY(S) WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON(S) OR ENTITY(S).
5. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
6. BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR NORTH 00°30'14" WEST BETWEEN THE FOUND MONUMENTS AS SHOWN AND DESCRIBED HEREON.
7. FLOODPLAIN: A PORTION OF THE SURVEYED PROPERTY IS LOCATED WITHIN FLOODWAY AREA IN ZONE AE, SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WHERE BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED AND WHERE THE FLOODWAY OF THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS; A PORTION OF THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE A, SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WHERE NO BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED; A PORTION OF THE SURVEYED PROPERTY IS LOCATED IN ZONE X, OTHER FLOOD AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD; A PORTION OF THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE X, OTHER AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAPS (FIRM) – MAP NUMBERS 08035C0083G AND 08035C0086G, BOTH WITH AN EFFECTIVE DATE OF OF MARCH 16, 2016.
8. A REGIONAL STORM WATER DETENTION AND WATER QUALITY POND FOR THE BENEFIT OF ALL TRACTS, WILL BE CONSTRUCTED ON TRACTS B AND J. A BLANKET DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE TOWN OF PARKER OVER AND ACROSS TRACTS B AND J, FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORMWATER MANAGEMENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, RIP RAP, DETENTION BASINS, FOREBAYS, MICROPOOLS, AND WATER QUALITY FACILITIES IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.
9. TRACTS A, C, G AND H ARE HEREBY ESTABLISHED AS PARCELS TO BE REPLATTED IN THE FUTURE INTO BUILDABLE LOTS. AT SUCH TIME AS A REPLAT IS APPROVED FOR THESE TRACTS, PUBLIC IMPROVEMENTS ASSOCIATED WITH THE RESULTING LOTS WILL BE DETERMINED BY A SIGNED AND FINANCIALLY SECURED SUBDIVISION IMPROVEMENT AGREEMENT (SIA) WITH EACH REPLAT APPLICATION. NO PORTION OF THE TRACTS SHALL BE DEVELOPED, INCLUDING BUT NOT LIMITED TO STAGING, EARTHWORK, OVERLOT GRADING, OR THE ERECTION OF ANY STRUCTURE, TEMPORARY OR OTHERWISE, UNTIL SITE PLAN APPROVAL IS OBTAINED.
10. AFTER RECORDING THIS PLAT, OWNERSHIP OF TRACTS B, D, E, F, I, J AND K ARE TO BE CONVEYED SEPARATELY BY SEPARATE WARRANTY DEED TO BELFORD SOUTH METROPOLITAN DISTRICT, ANOTHER METROPOLITAN DISTRICT, ANOTHER QUASI-GOVERNMENTAL ENTITY OR OWNER'S ASSOCIATION.
11. AFTER RECORDING THIS PLAT, OWNERSHIP OF TRACT L IS TO BE CONVEYED SEPARATELY BY A SPECIAL WARRANTY DEED TO DOUGLAS COUNTY.
12. THE PRIVATE DETENTION FACILITIES PROPOSED IN THE ASSOCIATED CONSTRUCTION PLANS WILL BE THE MAINTENANCE RESPONSIBILITY OF THE PROPERTY OWNER AND MUST BE MAINTAINED ACCORDING TO "STORMWATER MANAGEMENT FACILITY OPERATION AND MAINTENANCE MANUAL". THE TOWN OF PARKER WILL BE NOT RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THIS FACILITY.
13. 470 COMPARK LLC/PROPERTY OWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL AREAS OF RIGHT-OF-WAY DEDICATED BY THIS PLAT UNTIL THE ROADWAYS LOCATED WITHIN THEM HAVE BEEN CONSTRUCTED AND ACCEPTED BY THE TOWN OF PARKER.

APPROVAL OF TOWN COUNCIL

THIS PLAT IS HEREBY APPROVED BY THE TOWN COUNCIL AND/OR, WHERE APPLICABLE, THE PLANNING DIRECTOR AND PUBLIC WORKS DIRECTOR OF THE TOWN OF PARKER, COLORADO, ON THE _____ DAY OF ______________, 20___, FOR FILING IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER. THE DEDICATIONS ARE HEREBY ACCEPTED.

FIRST STREET IS HEREWITH AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO FOR FILING IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE GREEN ACRES SUBDIVISION PLAT RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER RECEPTION NO. 105480.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, CURBS, GUTTER, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF PARKER. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED, AND AFTER THE WARRANTY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS.

THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED.

______________________ ATTEST ______________________
MAYOR, TOWN OF PARKER TOWN CLERK

CLERK & RECORDER'S CERTIFICATE

STATE OF COLORADO }
COUNTY OF DOUGLAS } SS

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE OF ON THIS _____ DAY OF ____________,

20___ AT __________ O'CLOCK ___.M. RECEPTION NO. ______________________

____
COUNTY CLERK AND RECORDER

Manhard CONSULTING LTD

COMPARK VILLAGE SOUTH FILING NO. 1
TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO
MINOR DEVELOPMENT PLAT

SHEET 1 OF 5
DOC.LCPKC3.03

COMPARK VILLAGE SOUTH FILING NO. 1

MINOR DEVELOPMENT PLAT

PLANNING AREAS 13–18 (COMPARK VILLAGE PD – FOURTH AMENDMENT)

PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

13 TRACTS – 150.119 ACRES

OWNER

OWNER: MICHAEL P. MICKERS

BY: _____

STATE OF COLORADO }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 20__
BY MICHAEL P. MICKERS AS AN INDIVIDUAL.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

ADDRESS _____

OWNER

OWNER: ERNEST PETER ELZI, JR

BY: _____

STATE OF COLORADO }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 20__,
BY ERNEST PETER ELZI, JR AS AN INDIVIDUAL.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

ADDRESS _____

OWNER

OWNER: THOMAS M. LIST

BY: _____

STATE OF COLORADO }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__
BY THOMAS M. LIST AS AN INDIVIDUAL.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

ADDRESS _____

OWNER

470 COMPARK LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____
NAME: MICHAEL P. MICKERS
TITLE: AUTHORIZED SIGNATORY

STATE OF COLORADO }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 20__
BY MICHAEL P. MICKERS AS AN AUTHORIZED SIGNATORY OF 470 COMPARK LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

ADDRESS _____

DEED OF TRUST HOLDER

PINEWOOD CAPITAL, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____
NAME: BRIAN PAULS
TITLE: AUTHORIZED SIGNATORY

SATE OF COLORADO }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__,
BY BRIAN PAULS AS AN AUTHORIZED SIGNATORY OF PINEWOOD CAPITAL, LLC, A COLORADO LIMITED LIABILITY COMPANY

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

ADDRESS _____

LAND USE SUMMARY TABLE

LAND USE	AREA (S.F.)	AREA (AC.)	% OF TOTAL AREA
FUTURE DEVELOPMENT TRACTS	4,248,415	97.463	64.832
PUBLIC RIGHT-OF-WAY	577,013	13.248	8.82%
PUBLIC ACCESS (FIRST STREET)	7,060	0.162	0.11%
OPEN SPACE	948,584	21.780	14.52%
DETENTION POND/DRAINAGE	764,131	17.550	11.82%
OVERALL SITE TOTAL:	6,539,185	150.119	100%

TRACT SUMMARY TABLE

TRACT	AREA (S.F.)	AREA (AC.)	USAGE	OWNERSHIP
A	989,570	22.718	FUTURE DEVELOPMENT	470 COMPARK, LLC
B	728,083	16.714	DETENTION POND (LANDSCAPE, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
C	835,888	19.189	FUTURE DEVELOPMENT	470 COMPARK, LLC
D	235,986	5.371	OPEN SPACE (LANDSCAPE, TRAIL, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
E	53,423	1.203	OPEN SPACE (LANDSCAPE, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
F	338,128	7.765	OPEN SPACE (LANDSCAPE, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
G	988,095	22.688	FUTURE DEVELOPMENT	470 COMPARK, LLC
H	1,431,883	32.872	FUTURE DEVELOPMENT	470 COMPARK, LLC
I	104,809	2.406	OPEN SPACE (LANDSCAPE, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
J	32,068	0.736	DRAINAGE (LANDSCAPE, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
K	223,495	5.129	OPEN SPACE (LANDSCAPE, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
L	7,060	0.162	PUBLIC ACCESS, UTILITY & DRAINAGE	DOUGLAS COUNTY
M	204	0.005	OPEN SPACE (BELFORD SOUTH METROPOLITAN DISTRICT DIRECTORS PARCEL)	MICHAEL P. MICKERS, ERNEST PETER ELZI JR. THOMAS M. LIST
TOTAL	5,962,173	136.873		

Manhard CONSULTING LTD

COMPARK VILLAGE SOUTH FILING NO. 1

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

MINOR DEVELOPMENT PLAT

SHEET 2 OF 5

60CL.LPRC1.03

COMPARK VILLAGE SOUTH FILING NO. 1

MINOR DEVELOPMENT PLAT

PLANNING AREAS 13–18 (COMPARK VILLAGE PD – FOURTH AMENDMENT)

PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

13 TRACTS – 150.119 ACRES

GRAPHIC SCALE

(IN FEET)

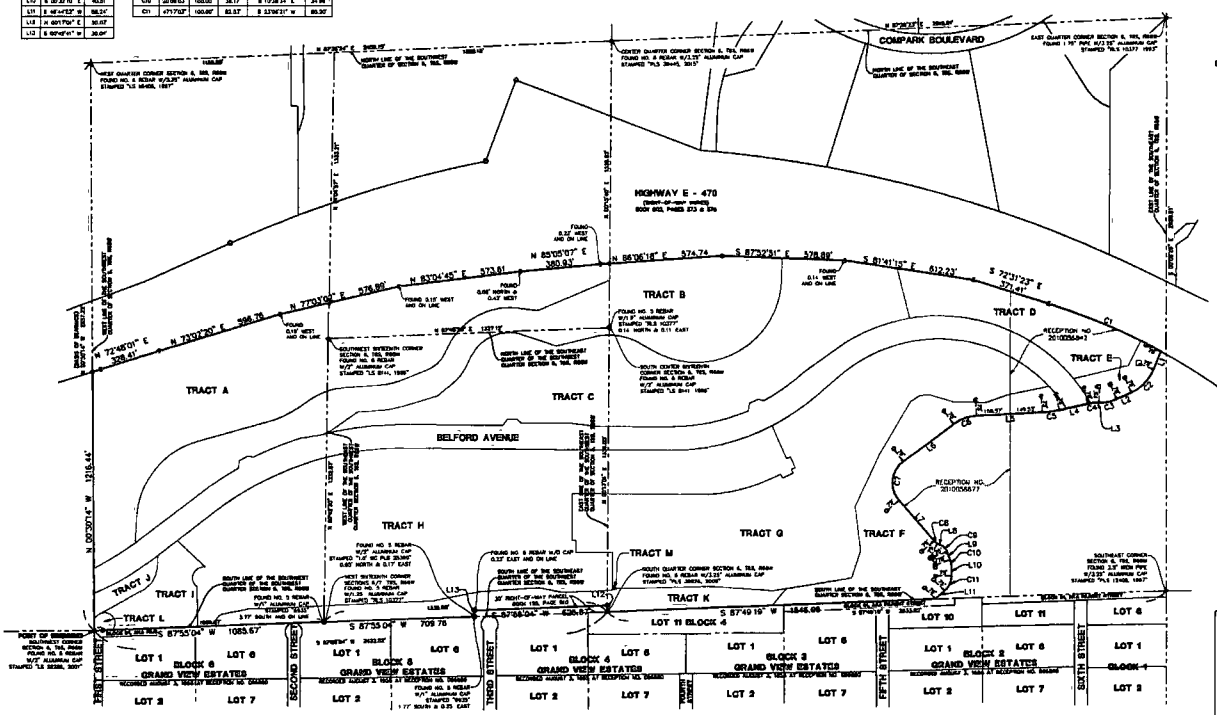
1 inch = 200 ft.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 31°06'14" W	64.52'
L2	S 63°04'10" W	76.43'
L3	N 89°37'07" W	5.07'
L4	S 71°31'00" W	136.79'
L5	S 89°58'00" W	306.00'
L6	S 53°31'00" W	154.79'
L7	S 40°04'14" E	132.99'
L8	S 84°06'58" E	53.41'
L9	S 50°41'36" E	36.38'
L10	S 20°37'10" E	40.31'
L11	S 46°41'53" W	68.24'
L12	N 00°17'00" E	30.07'
L13	S 00°42'41" W	30.00'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	14°27'33"	2886.43'	874.79'	S 87°54'41" E	872.00'
C2	42°08'00"	300.00'	153.47'	S 42°38'16" W	149.74'
C3	34°33'39"	300.00'	90.72'	S 70°11'04" W	89.58'
C4	12°54'17"	300.00'	45.18'	S 63°08'38" W	45.13'
C5	8°27'04"	300.00'	63.46'	S 82°41'38" W	63.36'
C6	33°31'11"	300.00'	176.00'	S 70°13'33" W	173.50'
C7	94°27'13"	123.00'	202.07'	S 08°19'32" W	180.31'
C8	33°41'47"	50.00'	30.21'	S 83°33'37" E	29.77'
C9	43°39'00"	50.00'	37.50'	S 42°38'16" E	37.00'
C10	20°08'03"	100.00'	35.17'	S 10°38'14" E	34.98'
C11	47°17'03"	100.00'	82.57'	S 33°06'31" W	80.30'

LEGEND

- EX. PROPERTY LINE
- EX. SECTION LINE
- EX. LOT LINE
- EX. FLOOD ZONE LINES
- SECTION CORNER
- FOUND NO. 5 REBAR AS NOTED
- FOUND 1" PIPE
- 3"/3.5" ALUMINUM CAP STAMPED "DOTS RLS 16377"
- FOUND DIA. 5 3/4" BRASS DISC STAMPED "PLS 20 RLS 26284"
- FOUND NO. 5 REBAR
- 3"/4" ALUMINUM CAP STAMPED "PLS" OR RLS 26284"
- SET NO. 5 REBAR WITH 1.25" "LPC PLS 26446" PLASTIC CAP, UNLESS
- 0.00 = BOUNDARY DIMENSION
- 0.00 = LOT DIMENSION



Manhard CONSULTING LTD

COMPARK VILLAGE SOUTH FILING NO. 1

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

MINOR DEVELOPMENT PLAT

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR 38446

FOR AND ON BEHALF OF MANHARD CONSULTING

SHEET 3 OF 5

COMPARK VILLAGE SOUTH FILING NO. 1

MINOR DEVELOPMENT PLAT

PLANNING AREAS 13-18 (COMPARK VILLAGE PD – FOURTH AMENDMENT)

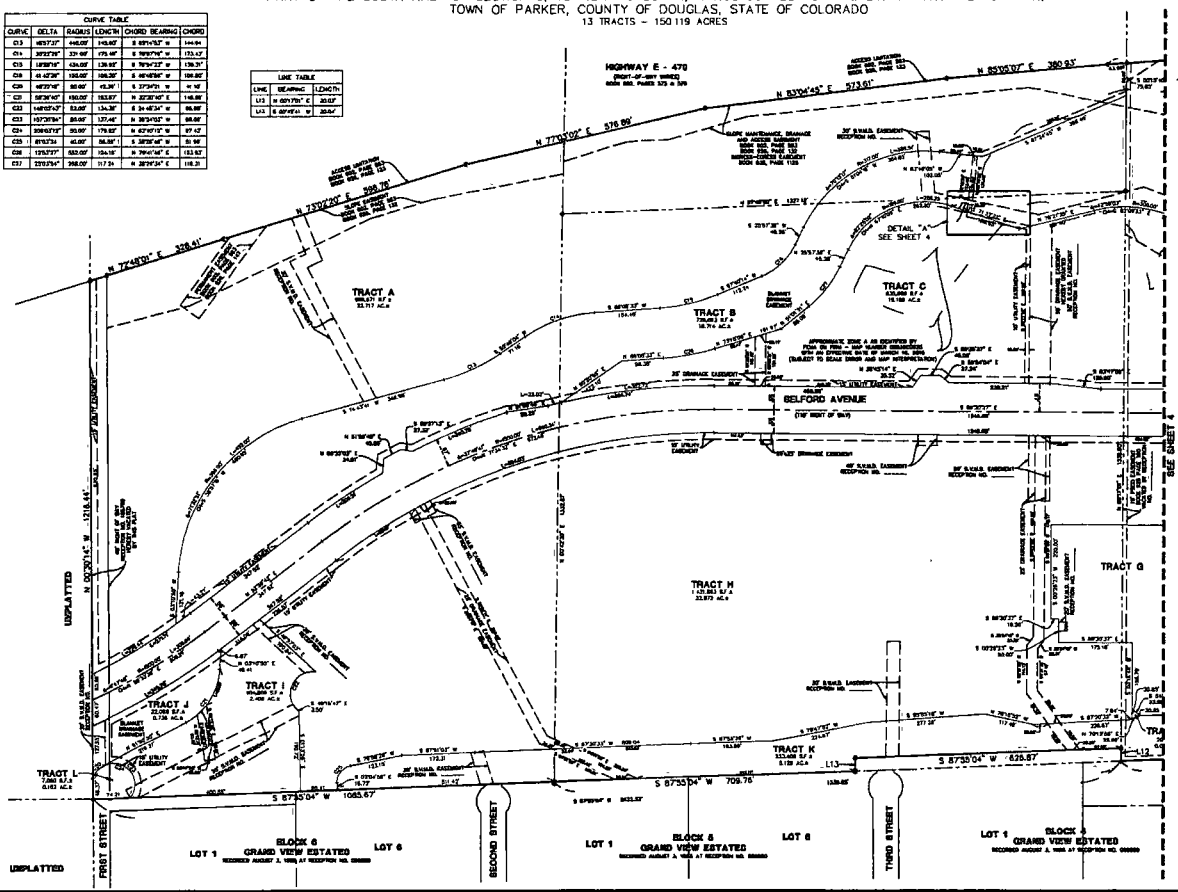
PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

13 TRACTS – 150.119 ACRES

GRAPHIC SCALE

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C13	16°57'23"	440.00'	145.40'	S 83°14'53" W	144.84
C14	30°23'29"	331.00'	175.46'	S 78°57'46" W	173.47
C15	18°38'24"	434.00'	138.59'	N 76°34'23" W	138.01
C16	41°47'39"	150.00'	109.39'	S 46°45'56" W	106.95
C20	46°22'46"	50.00'	40.39'	S 37°34'21" W	41.16
C21	58°36'40"	150.00'	153.47'	N 32°33'40" E	146.88
C22	140°03'43"	53.00'	134.38'	S 34°45'34" W	99.88
C23	157°37'54"	50.00'	137.46'	N 36°34'03" W	98.06
C24	209°03'12"	50.00'	179.02'	N 67°41'13" W	97.42
C25	81°53'34"	40.00'	56.88'	S 38°36'46" W	51.96
C26	175°37'27"	532.00'	154.18'	N 79°41'46" E	153.57
C27	270°24'4"	248.00'	117.34	N 38°34'34" E	116.31

LINE TABLE		
LINE	BEARING	LENGTH
L13	N 00°17'01" E	20.02'
L14	S 00°47'41" W	20.04'



LEGEND

- EX. PROPERTY LINE
- EX. SECTION LINE
- EX. LOT LINE
- EX. PLATED ROW LINES
- SECTION CORNER
- FOUND NO. 5 REBAR AS NOTED
- FOUND 1" PIPE
- SCALE ALUMINUM CAP STAMPED "CVS NLS 33277"
- FOUND 2x2 OR 2 1/2" BRASS DISC STAMPED "PW 30 PLS 33366"
- FOUND NO. 5 REBAR
- 3 1/2" ALUMINUM CAP STAMPED "PW 30 PLS 33366"
- SET NO. 5 REBAR WITH 1 1/2" Y.P.C. PLS 38445 FLUSH WITH GROUND
- 0.00 = BOUNDARY DIMENSION
- 0.00 = LOT DIMENSION

Manhard CONSULTING LTD

COMPARK VILLAGE SOUTH FILING NO. 1

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

MINOR DEVELOPMENT PLAT

SHEET 4 - 5

FOR AND ON BEHALF OF MANHARD CONSULTING

DOC.LOPRC3.03

COMPARK VILLAGE SOUTH FILING NO. 1

MINOR DEVELOPMENT PLAT

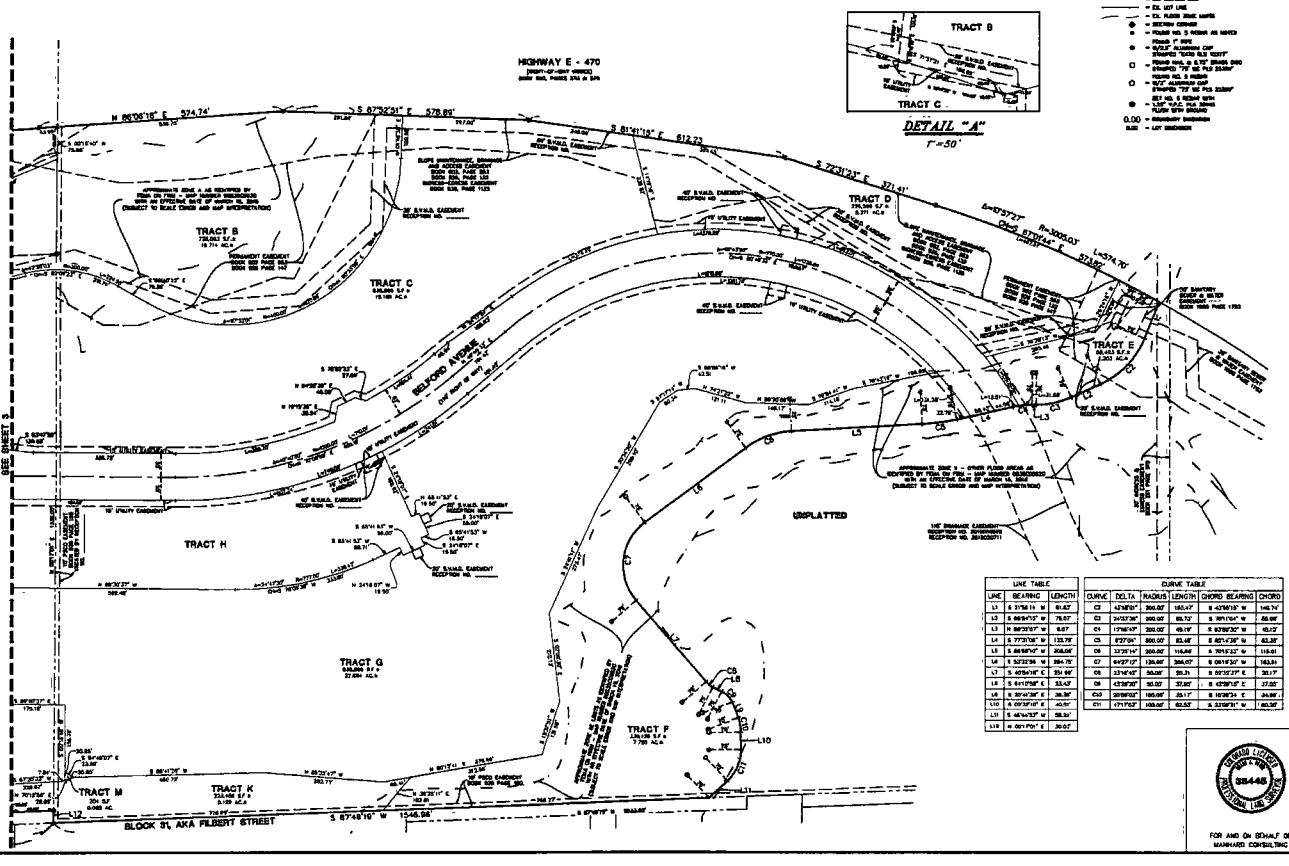
PLANNING AREAS 13-18 (COMPARK VILLAGE PD – FOURTH AMENDMENT)

PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

13 TRACTS – 150.119 ACRES

GRAPHIC SCALE

LEGEND



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 31°56'11" W	81.67'
L2	S 66°04'13" W	76.57'
L3	N 88°23'57" W	6.67'
L4	S 77°31'06" W	133.79'
L5	S 88°56'40" W	206.04'
L6	S 52°22'56" W	284.75'
L7	S 45°54'49" E	154.84'
L8	S 64°10'58" E	33.43'
L9	S 30°41'38" E	36.38'
L10	S 00°38'10" E	40.51'
L11	S 44°44'33" W	58.31'
L12	N 00°17'01" E	30.07'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C2	42°48'10"	300.00'	165.47'	S 42°56'18" W	146.74'
C3	34°33'39"	300.00'	89.72'	S 90°11'01" W	88.98'
C4	17°56'47"	300.00'	95.19'	S 83°36'30" W	95.12'
C5	8°27'01"	800.00'	83.48'	S 82°41'38" W	83.38'
C6	37°31'11"	300.00'	116.66'	S 78°15'32" W	115.91
C7	94°27'13"	139.00'	306.07'	S 09°15'30" W	163.51
C8	33°14'45"	54.00'	30.21'	S 59°35'37" E	30.11'
C9	43°38'20"	50.00'	37.82'	S 43°39'18" E	37.00'
C10	20°08'03"	100.00'	35.17'	S 10°38'34" E	34.98'
C11	171°17'57"	100.00'	62.57'	S 31°56'11" W	60.38'

FOR AND ON BEHALF OF MANHARD CONSULTING

Manhard CONSULTING LTD

COMPARK VILLAGE SOUTH FILING NO. 1

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

MINOR DEVELOPMENT PLAT

SHEET 5 OF 5

C0C.LOPN\C3.03

EXHIBIT C

PUBLIC IMPROVEMENTS

EXHIBIT C
COMPARK VILLAGE SOUTH, FILING NO. 1
ROAD AND DRAINAGE

September 14, 2016

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
I. STORM SEWER SYSTEM IMPROVEMENTS					
A. Storm Laterals - Belford Ave					
1	Type-R Inlet - 10'	7	Each	$7,547.11	$52,830
2	Type-R Inlet - 15'	5	Each	$8,580.48	$42,902
3	Type C Inlet	2	Each	$3,000.00	$6,000
4	Type D Inlet	2	Each	$3,515.76	$7,032
5	18" RCP	121	L.F.	$48.14	$5,825
6	24" RCP	621	L.F.	$70.43	$43,737
7	30" RCP	288	L.F.	$95.74	$27,573
8	36" RCP	876	L F.	$95.74	$83,868
9	42" RCP	608	L F.	$134.00	$81,472
10	6' Manhole	3	Each	$6,400 00	$19,200
11	6' CDS3035-6-C Water Quality Structure	1	Each	$39,100.00	$39,100
12	8' Diversion Bypass Manhole	1	Each	$14,800.00	$14,800
13	6' CDS4030-8-C Water Quality Structure	1	Each	$42,550.00	$42,550
14	6' CDS3030-6-C Water Quality Structure	1	Each	$36,800.00	$36,800
15	24" FES	4	Each	$2,014.37	$8,057
16	30" FES	3	Each	$2,229 38	$6,688
17	36" FES	9	Each	$2,717.08	$24,454
18	42" FES	2	Each	$2,800.00	$5,600
19	Swale (5' Wide)	117	L.F.	$1.75	$205
20	Swale (12' Wide)	570	L.F.	$1.80	$1,026
21	Swale (17' Wide)	597	L.F.	$2.55	$1,522
22	Type L Soil Rip Rap Lining for Swale	1,170	C.Y.	$60.00	$70,200
23	Type M Soil Rip Rap Lining for Swale	57	C.Y.	$70.00	$3,990
24	Grouted Boulder Lining for 5' Swale	44	C Y.	$250.55	$11,024
25	Type L Rip Rap at FES	441	C.Y.	$60.00	$26,460
				SUBTOTAL	$662,916
B. East Water Quality Pond (Cordillera)					
1	Type M Soil Rip Rap (at Overflow Weir)	323	C.Y.	$70.00	$22,610
2	Concrete Trickle Channel (4' Wide x 6" Deep)	80	L.F.	$41.10	$3,288
3	14' Maintenance Trail (8" Thick Crushed Granite)	85	L.F.	$15.13	$1,286
4	14' Maintenance Trail (12" Thick Crushed Granite)	23	L.F.	$22.68	$522
5	Reinforced Concrete Forebay (13' x 18')	1	Each	$3,820.00	$3,820
6	Outlet Structure (Structure, Initial Surcharge, Micropool, WQ Plate)	1	Each	$10,152.00	$10,152
7	18" RCP	64	L.F.	$48.14	$3,081
8	18" RCP FES w/ Cutoff Wall	1	Each	$1,551.45	$1,551
9	Type L Rip-Rap Low Tailwater Basin	8	C.Y.	$60.00	$480
10	Concrete Emergency Overflow Weir	1	Each	$5,083.00	$5,083
11	Detailed Pond Grading	1	Each	$3,663.00	$3,663
				SUBTOTAL	$55,536

C West Water Quality Pond (Cordillera)

1	Type M Soil Rip Rap (at Overflow Weir)	276	C.Y.	$70.00	$19,320
2	Concrete Trickle Channel (4' Wide x 6" Deep)	68	L.F.	$41.10	$2,795
3	14' Maintenance Trail (8" Thick Crushed Granite)	174	L.F.	$15.13	$2,633
4	14' Maintenance Trail (12" Thick Crushed Granite)	14	L.F.	$22.68	$318
5	Reinforced Concrete Forebay (13' x 16')	1	Each	$3,820.00	$3,820
6	Outlet Structure (Structure, Initial Surcharge, Micropool, WQ Plate)	1	Each	$10,152.00	$10,152
7	18" RCP	56	L F.	$48.14	$2,696
8	18" RCP FES w/ Cutoff Wall	1	Each	$1,551.45	$1,551
9	Type L Rip-Rap Low Tailwater Basin	8	C.Y.	$60.00	$480
10	Emergency Overflow Weir	1	Each	$5,083.00	$5,083
11	Detailed Pond Grading	1	Each	$3,663.00	$3,663

SUBTOTAL $52,510

II. STREET IMPROVEMENTS

A. Belford Ave (Peoria Street - 10' Past Third KB Homes Entrance)

1	24' Temporary Construction Access Road - 8" Thickness	7,520	S.Y.	$9.60	$72,192
2	Cattle Guard	1	Each	$1,800.00	$1,800
3	Subgrade Preparation (2' Behind Back of Curb)	33,413	S.Y.	$3.00	$100,239
4	Asphalt Pavement (7" HMA/17" ABC)	25,900	S Y	$51.20	$1,326,080
5	6" Vertical Curb & Gutter	6,568	L.F.	$12.79	$84,005
6	4' Shoulder (8" Class 6 Road Base)	2,900	S.Y.	$9.72	$28,188
7	Delineator Posts @ 200' O.C	16	Each	$75.50	$1,208
8	Signage	17	Each	$650.00	$11,050
9	Striping 8" White	6,000	L.F.	$0.50	$3,000
10	Skip Striping 4" White	493	L.F.	$0.50	$247
11	Striping 4" White	7,276	L.F.	$0.50	$3,638
12	Striping 4" Single Yellow	1,461	L.F.	$0.50	$731
13	Striping 4" Double Yellow	6,303	L.F.	$0.50	$3,152
14	8" Wide Yellow Cross Hatching @ 25'	380	L.F.	$0.50	$190
15	8" Wide White Cross Hatching @ 25'	60	L.F.	$0.50	$30
16	Cross Pan	136	S Y	$55.56	$7,556
17	Double Corner Pedestrian Ramp Including Curb Return	8	Each	$1,565.00	$12,520
18	Collector Trench Drain	6,700	L.F.	$15.25	$102,175
19	Cleanouts	44	Each	$350.19	$15,408
20	Street Lights	12	Each	$8,000.00	$96,000
21	Std. Stock Fence	6,500	L.F.	$3.10	$20,150
22	5' Detached Concrete Sidewalk	16,445	S F	$4.25	$69,891
23	Subgrade Preparation for Sidewalk	2,558	S.Y.	$3.00	$7,674

SUBTOTAL $1,967,123

B. Peoria Street Intersection

1	CLEARING AND GRUBBING	1	LS	$5,000.00	$5,000
2	REMOVAL OF BARRICADE	1	EA	$500.00	$500
3	REMOVAL OF PAVEMENT MARKING	2904	SF	$2.00	$5,808
4	REMOVAL OF SIGN PANEL	3	EA	$70.00	$210
5	REMOVAL OF GROUND SIGN	3	EA	$90.00	$270
6	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	1	LS	$8,000.00	$8,000
7	REMOVAL OF FENCE	710	LF	$8.00	$5,680
8	REMOVAL OF CURB AND GUTTER	1349	LF	$10.00	$13,490
9	REMOVAL OF CONCRETE PAVEMENT	709	SY	$16.00	$11,344
10	REMOVAL OF LIGHT STANDARD	5	EA	$400.00	$2,000
11	REMOVAL OF LIGHT STANDARD FOUNDATION	5	EA	$550.00	$2,750
12	REMOVAL OF PULL BOX	5	EA	$250.00	$1,250
13	REMOVAL OF INLET	1	EA	$1,000.00	$1,000
14	EMBANKMENT MATERIAL (COMPLETE-IN-PLACE)	6324	CY	$4.00	$25,296
15	OVEREXCAVATION (COMPLETE-IN-PLACE)	5374	CY	$2.59	$13,919
16	POTHOLING	24	HR	$250.00	$6,000
17	STOCKPILE TOPSOIL	1192	CY	$2.59	$3,087
18	TOPSOIL	491	CY	$5.00	$2,455
19	INLET PROTECTION	74	LF	$10.00	$740
20	CONCRETE WASHOUT STRUCTURE	1	EA	$1,000 00	$1,000
21	VEHICLE TRACKING CONTROL	2	EA	$1,000.00	$2,000
22	SILT FENCE	230	LF	$2.00	$[illegible]
23	SEDIMENT CONTROL LOG (12 INCH)	670	LF	$2.00	$1,[illegible]0

24	SEDIMENT REMOVAL AND DISPOSAL	10	HR	$200.00	$2,000
25	EROSION CONTROL SUPERVISOR	11.25	DAY	$175.00	$1,969
26	RESET SIGN PANEL	3	EA	$200.00	$600
27	RESET PULL BOX	2	EA	$900 00	$1,800
28	MODIFY MANHOLE	4	EA	$750.00	$3,000
29	ADJUST VALVE BOX	4	EA	$250.00	$1,000
30	RESET TRAFFIC SIGNAL EQUIPMENT	1	LS	$7,500 00	$7,500
31	SEEDING (NATIVE)	1.5	AC	$1,250.00	$1,875
32	MULCHING (WEED FREE STRAW)	1.5	AC	$1,250.00	$1,875
33	AGGREGATE BASE COURSE (CLASS 6)	1570	CY	$40.00	$62,800
34	HOT MIX ASPHALT (GRADING S)(75)(PG 64-22)	460	TON	$75.00	$34,500
35	HOT MIX ASPHALT (GRADING SX)(75)(PG 64-22)	230	TON	$95.00	$21,850
36	EMULSIFIED ASPHALT (SLOW-SETTING)	417	GAL	$4.00	$1,668
37	CONCRETE PAVEMENT (9 INCH)	4687	SY	$50.00	$234,350
38	GROUTED RIPRAP (12 INCH)	50	CY	$150.00	$7,500
39	INLET TYPE R L 5 (5 FOOT)	1	EA	$5,500.00	$5,500
40	TRENCH DRAIN (PERFORATED)	555	LF	$15.75	$8,741
41	CONSTRUCTION FENCE	1155	LF	$2.00	$2,310
42	FENCE BARBED WIRE WITH METAL POSTS	850	LF	$3.10	$2,635
43	CONCRETE SIDEWALK (6 INCH)	191	SY	$40.00	$7,640
44	CONCRETE CURB RAMP	40	SY	$150.00	$6,000
45	HIGH SPEED MOUNTABLE CURB AND GUTTER	352	LF	$16.00	$5,632
46	VERTICAL CURB AND GUTTER	252	LF	$13.75	$3,465
47	MEDIAN CURB AND GUTTER	216	LF	$13.75	$2,970
48	MEDIAN COVER MATERIAL (4 INCH PATTERNED CONCRETE)	645	SF	$20.00	$12,900
49	DELINEATOR (TYPE I)	6	EA	$25.00	$150
50	COMMON TRENCH	50	LF	$10.00	$500
51	COMMON BORE	295	LF	$15.00	$4,425
52	PVC CONDUIT 2" (WITHIN COMMON BORE OR TRENCH)	435	LF	$4.00	$1,740
53	PULL BOX (TYPE I)	1	EA	$900.00	$900
54	PULL BOX (TYPE II)	4	EA	$800.00	$3,200
55	SIGN PANEL (CLASS I)	123	SF	$22.00	$2,706
56	SIGN PANEL (CLASS II)	58	SF	$30.00	$1,740
57	STEEL SIGN POST (2x2 INCH TUBING)	123	LF	$18.00	$2,214
58	TRAFFIC SIGNAL LIGHT POLE, 50' MAST ARM	1	EA	$29,000.00	$29,000
59	TRAFFIC SIGNAL LIGHT POLE, 60' MAST ARM	2	EA	$35,000.00	$70,000
60	TRAFFIC SIGNAL LIGHT POLE, 65' MAST ARM	1	EA	$38,000.00	$38,000
61	TRAFFIC SIGNAL HEAD, 3-SECTION, 12" LENSES	10	EA	$900 00	$9,000
62	TRAFFIC SIGNAL HEAD, 3-SECTION, 12" LENSES "ARROW"	11	EA	$900.00	$9,900
63	PEDESTRIAN HEAD (16-INCH) (COUNTDOWN)	2	EA	$650.00	$1,300
64	PEDESTRIAN PUSH BUTTONS	2	EA	$900.00	$1,800
65	INTERSECTION DETECTION SYSTEM (CAMERA)	4	EA	$7,800.00	$31,200
66	OPTICOM GTT 762 CARD	2	EA	$1,000.00	$2,000
67	OPTICOM GTT 722 HEAD	2	EA	$2,800.00	$5,600
68	TRAFFIC SIGNAL CONTROLLER CABINET MODIFICATIONS	1	LS	$2,500.00	$2,500
69	SANITARY FACILITY	1	EA	$2,000.00	$2,000
70	PAVEMENT MARKING PAINT (WATERBORNE)	47	GAL	$80.00	$3,760
71	METHYL METHACRYLATE PAVEMENT MARKING (WORD-SYMBOL)	290	SF	$30.00	$8,700
72	METHYL METHACRYLATE PAVEMENT MARKING (XWALK-STOP LINE)	736	FS	$30.00	$22,080
73	TRAFFIC SIGNAL (TEMPORARY)	1	LS	$10,000.00	$10,000
74	CONSTRUCTION TRAFFIC CONTROL	1	LS	$25,000.00	$25,000
75	UTILITY RELOCATIONS	1	LS	$150,000.00	$150,000

SUBTOTAL $995,094

III. GREEN ACRES TRIBUTARY IMPROVEMENTS

1	Construct Micro Pool/EURV Outlet Structure	1	Each	$15,817.42	$15,817
2	18" RCP	11	L.F.	$48.14	$530
3	56' x 22' 100 Year Outlet Structure with Concrete Apron	1	Each	$77,923.00	$77,923
4	4' x 22.5' RCBC Outlet	8	L.F.	$2,343.00	$18,744
5	42" x 6" Trickle Channel	15	L.F.	$41.10	$617
6	Type M Buried Soil Rip Rap at Pond Outflow	200	C.Y.	$55.79	$11,158
7	18" RCP FES w/ Cutoff Wall	1	Each	$1,551.45	$1,551
8	Grouted Boulder Outfall (2)	-			
	*Grading for Run Down	7,400	SF	$0.40	$2,960
	*4 oz. Fabric at Run Down	7,400	SF	$0.38	$2,812
	*4" Layer - Type 2 Bedding	130	TN	$27.00	$3,510
	*Grouted Boulders	1,100	TN	$150.00	$165,000
9	Outlet Headwall, Emergency Overflow Weir, Wing walls	1	Each	$31,392.00	$31,392
10	12' Maintenance Trail (8" Thick Crushed Granite)	6,215	S.F.	$0.86	$5,345
11	12' Maintenance Trail (12" Thick Crushed Granite)	3,121	S.F.	$1.14	$3,558
12	Architectural Box Culvert	1	Each	$15,000.00	$15,000
13	Wing walls for ABC	2	Each	$35,000.00	$70,000
14	Guard Rail	56	L.F.	$120.00	$6,720
15	11' x 28' Arch Culvert with Headwalls, Wing walls	1	Each	$332,000.00	$332,000
16	Install 11' x 28' Arch Culvert with Headwalls, Wing walls	1	Each	$96,000.00	$96,000
17	Retaining Wall at Belford Ave Culvert (NE)	622	V.S.F.	$28.93	$17,994
18	Retaining Wall at Belford Ave Culvert (NW)	421	V.S.F.	$28.93	$12,180
19	Retaining Wall at Belford Ave Culvert (SE)	276	V.S.F.	$28.93	$7,985
20	Retaining Wall at Belford Ave Culvert (SW)	2,172	V.S.F.	$28.93	$62,836
21	Retaining Wall at Green Acres Tributary Sta 98+60 - 100+44	240	V.S.F.	$28.93	$6,943
22	Grouted Boulder/Rip Rap at Arch Outflow (1)	-			
	*Grading for Run Down	3,340	SF	$0.40	$1,336
	*4 oz Fabric at Run Down	3,340	SF	$0.38	$1,269
	*4" Layer - Type 2 Bedding	60	TN	$27.00	$1,620
	*Grouted Boulders	500	TN	$150.00	$75,000
23	Construct Grouted Boulder Drop Structures	6	Each	$174,321.00	$1,045,926

SUBTOTAL $2,093,726

PUBLIC IMPROVEMENTS SUBTOTAL **$5,826,905**

MOBILIZATION:

1	Mobilization @ 5%				$291,345

SURVEYING:

1	Surveying @ 5%				$291,345

CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				$699,229

CONTINGENCY:

1	Contingency @ 10%				$582,690

SUBTOTAL **$1,864,610**

PUBLIC IMPROVEMENTS TOTAL **$7,691,514**

LETTER OF CREDIT AT 110% **$8,460,666**

The opinion of probable construction costs for Compark Village South, Filing No 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated June 2016

Quantities were multiplied by current construction industry prices
The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors As a result, the project costs will vary from the opinion of the probable costs presented herein

EXHIBIT D

FINANCIAL GUARANTEE AGREEMENT

THIS FINANCIAL GUARANTEE AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2016, by and between the Town of Parker, Colorado, a home rule municipal corporation (the "Town"), and 470 Compark LLC, a Colorado limited liability company (the "Developer").

RECITALS

WHEREAS, the Town and the Developer have entered into that certain Subdivision Agreement (the "Subdivision Agreement") dated September __, 2016, concerning that certain real property known as Compark Village South Filing No. 1, which is more particularly described in Exhibits A-1 and A-2, which are attached to the Subdivision Agreement (collectively referred to as the "Property"); and

WHEREAS, pursuant to the Subdivision Agreement, the Developer has agreed to install and complete at its expense certain Public Improvements (as that term is defined in the Subdivision Agreement) on the Property and to provide the Town with a financial guarantee, in an amount equal to one hundred ten percent (110%) of the costs of the Public Improvements naming the Town as the designated beneficiary, to secure the performance and completion of the Public Improvements.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged and confessed, the parties hereto covenant and agree as follows:

1. Purpose. The purpose of this Agreement is to provide for a financial guarantee to the Town for the performance and completion of the Public Improvements described in the Subdivision Agreement and, accordingly, to supplement the terms and conditions of the Subdivision Agreement. Defined terms within the Subdivision Agreement shall have the same meaning when used herein.

2. Financial guarantee. In order to secure the performance and completion of the Public Improvements, the Developer agrees to deposit with the Town the sum of _____ _____ Dollars ($_____), which represents one hundred ten percent (110%) of the estimated cost of the Public Improvements (the "Financial Guarantee Funds"). All Financial Guarantee Funds shall be deposited in the Town's General Fund. The Town shall not be required to pay the Developer any interest on the Financial Guarantee Funds.

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town's Director of Engineering. If, however, they are unable to agree, the Director of Engineering's 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 the financial guarantee. 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 estimate prior to the issuance of any grading permit for the Property and on an annual basis thereafter. Adjusted cost estimates will be made according to changes in the Construction Costs Index as published by the *Engineering News Record* or based upon actual construction bids, as determined by the Town in the exercise of its sole discretion. 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 new funds in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with additional Financial Guarantee Funds, the Town may exercise the remedies provided for in paragraph 6 of the Subdivision Agreement; provided, however, that prior to increasing the amount of additional Financial Guarantee Funds required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of Financial Guarantee Funds required at any time shall relate to the cost of required Public Improvements not yet constructed.

3. Release of Financial Guarantee Funds.

a. The Developer intends to enter into several different contracts with different contractors to install the Public Improvements. It is the intent of the parties hereto that Financial Guarantee Funds will be released as work is completed on each individual contract. In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 9 of the Subdivision Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the Financial Guarantee Funds to complete the Public Improvements called for in this Agreement.

b. The Financial Guarantee Funds are to be used solely and exclusively for the completion of the Public Improvements. The Town will disburse up to ninety percent (90%) of the estimated cost of the Public Improvements as progress payments according to the schedule of values attached as **Exhibit 1** and incorporated by this reference (collectively referred to as the "Schedule of Values"), upon the Developer's satisfaction of the following draw requirements:

1. The Developer delivers an application to the Town (which includes a certification signed by the Developer of the percentage of the total Public Improvements completed according to the Schedule of Values), which application will be made no more than once per month and shall be tied to progress toward the completion of the Public Improvements, as identified in the application (the "Application").

2. Upon receipt of the Application, the Town shall have thirty (30) calendar days within which to provide written acknowledgement from the Director of Engineering or designee of the Town that the Application may be paid, partially paid or denied. The Town's affirmation and payment will not constitute approval by the Town of the completion and/or acceptance of Public Improvements, or any portion thereof. Such acknowledgement shall not be unreasonably denied or withheld by the Town and shall be given if the Public Improvements described in the Application are completed in accordance with the construction plans approved by the Town.

3. The Town shall have no obligation to provide probationary acceptance of the Public Improvements, until all of the Public Improvements are completed and all deficiencies, of any type, including, but not limited to, maintenance, materials or workmanship, that are identified by the Director of Engineering at the final inspection are corrected (regardless of the cause of the deficiency).

4. Upon the Town's probationary acceptance of the Public Improvements, the Developer has the option of substituting a letter of credit for twenty percent (20%) of the cost of the Public Improvements that the Town is holding for the two-year warranty period, as described in the Subdivision Agreement, in a form and from a financial institution acceptable to the Town.

c. That portion of the Financial Guarantee Funds which represents twenty percent (20%) of the estimated costs of the Public Improvements shall be retained by the Town during the two-year warranty period described in the Subdivision Agreement. At the end of the warranty period and upon final acceptance by the Town, the remaining Financial Guarantee Funds shall be released to the Developer. The Town may draw on the Financial Guarantee Funds during the warranty period to correct any problems with the Public Improvements which have not been corrected by the Developer, as provided by the Subdivision Agreement.

4. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

5. 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.

6. 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.

7. 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.

8. 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, 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 (2) constructions, one of which would render the provision void, and the other which would render the provision valid, then the provisions shall have the meaning which renders it valid.

9. 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.

10. 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:	Town of Parker Attn: Director of Engineering 20120 E. Mainstreet Parker, Colorado 80138
With a copy to:	Town of Parker Attn: Town Attorney 20120 E. Mainstreet Parker, Colorado 80138
Notice to Developer:	470 Compark LLC, C/O MPV Compark Management, 290 Fillmore Street, STE 2 Denver, CO 80206 Attn: Michael Vickers Email: michaelvickers@mpvcompark.com
And:	Thomas Triplett, Manager C/O Vickers Trusts 1223 North Rock Road, Building H, Suite 100 Wichita, KS 67206-1271 Facsimile No.: (316) 636-2440 Email: tctriple@twgfirm.com
With a copy to:	Moye White LLP Attn.: Jennifer L. Stenman 16 Market Square, 6th Floor 1400 16th Street Denver, CO 80202 Facsimile: (303) 292-4510 Jennifer.stenman@moyewhite.com

11. 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.

12. 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 individual(s) that the undersigned individuals(s) has or have full power and authority to enter into this Financial Guarantee Agreement. The

Developer and the undersigned individual(s) understand that the Town is relying on such representations and warranties in entering into this Agreement.

13. Conflict with Subdivision Agreements. In the event there is a conflict between the language contained within the Financial Guarantee Agreement and the language contained within the Subdivision Agreement, the language contained in the Subdivision Agreement shall control.

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

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

DEVELOPER: 470 COMPARK LLC
a Colorado limited liability company

By: _____
Thomas Triplett, Manager

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Thomas Triplett, as Manager of 470 Compark LLC, a Colorado limited liability company.

My commission expires: _____.

(SEAL)

_____
Notary Public

EXHIBIT E

STREETSCAPE IMPROVEMENTS

PHASE 1 SIA						
EXHIBIT E						
STREETSCAPE IMPROVEMENTS FOR BELFORD AVE.						
	August 31, 2016					
					Estimated	
Item			Estimated		Unit	
Number	Item Description	Size	Quantity	Unit	Cost	Subtotal
I	**Streetscape Improvements**					
A	**Belford Avenue Landscape**					
	Landscape Improvements					
1	Deciduous Trees	2 1/2" cal.	70	EA	$560.00	$39,200.00
2	Ornamental Trees	2" cal.	60	EA	$480.00	$28,800.00
3	Evergreen Trees	8'	84	EA	$690.00	$57,960.00
3	Deciduous Shrubs	5 gal.	1,606	EA	$27.00	$43,362.00
4	Ornamental Grasses	5 gal.	353	EA	$17.00	$6,001.00
5	Perennials	1 gal.	2,417	EA	$12.00	$29,004.00
6	Irrigated Turf (seeding?)	-	18,940	SF	$0.85	$16,099.00
7	Shrub Bed Prep	-	18,940	SF	$0.15	$2,841.00
8	Shrub Bed Mulch	-	18,940	SF	$0.50	$9,470.00
9	Native Turf (seeding?)	-	534,606	SF	$0.35	$187,112.10
					Subtotal	**$419,849.10**
B	**Irrigation**					
1	Irrigated Turf	-	18,940	SF	$0.90	$17,046.00
2	Irrigated Native Turf	-	534,606	SF	$0.50	$267,303.00
3	Tree Irrigation	-	130	EA	$5.00	$650.00
4	Shrub Bed Irrigation	-	18,940	SF	$0.35	$6,629.00
					Subtotal	**$291,628.00**
					Total	**$711,477.10**
					Total Exhibit E	**$711,477.10**
					Is There Mobilization	NO
					Surveying	NO
					Construction Management	**$35,573.86**
					Contingency 10%	**$71,147.71**
					Public Improvement Total	**$818,198.67**
					Letter of Credit at 110%	**$900,018.53**

Note: Costs based on Compark Village Filing 1 Streetscape Plans Prepared by THK Dated: 8_26_16

Landscape unit costs based on Town of Parker landscape costs where applicable.

EXHIBIT F

LANDSCAPE IMPROVEMENTS

PHASE 1 SIA						
EXHIBIT F						
BERM IMPROVEMENTS FOR BELFORD AVE.						
	Revised 8/31/16					
					Estimated	
Item			Estimated		Unit	
Number	Item Description	Size	Quantity	Unit	Cost	Subtotal
I	**Berm Landscape Improvements**					
A	**Hardscape Site Improvements**					
1	Stone Fence Columns	-	23	EA	$1,000.00	$23,000.00
2	Split Rail Fence	-	525	LF	$20.00	$10,500.00
3	Crusher Fines Trail	8' Width	33,686	SF	$1.50	$50,529.00
					Subtotal	**$84,029.00**
B	**Landscape Improvements**					
1	Deciduous Trees	2-1/2" Cal	11	EA	$560.00	$6,160.00
2	Evergreen Trees	6-8' Ht.	84	EA	$690.00	$57,960.00
3	Deciduous Shrubs	5 gal.	1,355	EA	$39.00	$52,845.00
4	Native Turf	-	416,265	SF	$0.35	$145,692.75
					Subtotal	**$262,657.75**
C	**Irrigation**					
1	Irrigated Native Turf	-	416,265	SF	$0.50	$208,132.50
2	Tree Irrigation	-	95	EA	$5.00	$475.00
3	Shrub Irrigation	-	33,875	SF	$0.35	$11,856.25
					Subtotal	**$220,463.75**
		Total Exhibit F Berm Improvements				**$567,150.50**
		TOTAL EXHIBIT F (Berm Only)				**$567,150.50**
			Is There Mobilization			NO
			Surveying			NO
			Construction Management (5%)			**$56,715.05**
			Contingency 10%			**$113,430.10**
			Public Improvement Total			**$737,295.65**
			Letter of Credit at 110%			**$811,025.22**

Note: Costs based on Compark Village Filing 1 Berm and Gat Plans Prepared by THK Dated: 8-31-16

Landscape unit costs based on Town of Parker landscape costs where applicable.

PHASE 1 SIA						
EXHIBIT F						
GREEN ACRES TRIBUTARY (GAT) IMPROVEMENTS FOR BELFORD AVE.						
	Revised 8/31/16					
					Estimated	
Item			Estimated		Unit	
Number	Item Description	Size	Quantity	Unit	Cost	Subtotal
II	**Green Acres Tributary**					
A	**Site Improvements**					
1	Stone Veneer on Wing Walls and Columns	-	1,524	FF	$25.00	$38,100.00
2	Concrete Caps on Culverts and Wings Walls	-	367	LF	$65.00	$23,855.00
3	Concrete Columns		7	CY	$700.00	$4,900.00
4	Concrete Caps on Columns	-	8	EA	$250.00	$2,000.00
5	Sign Face/Sand Blast Finish for Sign Face (By Supplier)		3,000	FF	$5.00	$15,000.00
6	Logo and Sign Face Lettering		1	LS	$3,000.00	$3,000.00
7	Concrete Trail at Culvert	-	6,335	SF	$4.50	$28,507.50
8	Concrete Rumble Strip (Colored Concrete)	-	750	SF	$15.00	$11,250.00
9	Concrete Curb at Culvert	-	250	LF	$10.00	$2,500.00
10	Boulders (2-3') along channel edges	-	200	EA	$300.00	$60,000.00
11	Lights/Light pole on Columns	-	8	EA	$6,500.00	$52,000.00
12	Recessed Lights on Columns	-	8	EA	$500.00	$4,000.00
13	Decorative Railing at Culvert	-	148	LF	$125.00	$18,500.00
14	Decorative Railing at Retaining Wall	-	204	LF	$125.00	$25,500.00
15	Logo and Sign Face Lettering		1	LS	$3,000.00	$3,000.00
16	Crusher Fines Trail	10' Width	40,329	SF	$1.00	$40,329.00
					Subtotal	**$332,441.50**
B	**Revegetation Improvements**					
1	Deciduous Trees	-	6	EA	$560.00	$3,360.00
2	Submerged Aquatic Seed	-	55,652	SF	$0.65	$36,173.80
3	Riparian Seed	-	55,652	SF	$0.35	$19,478.20
4	Native Turf	-	638,908	SF	$0.35	$223,617.80
5	Wetland Plugs at Pipe Outfall	-	1,111	EA	$3.00	$3,333.00
6	Wetland Plugs in Ponds (3' O.C)	-	3,386	EA	$3.00	$10,158.32
					Subtotal	**$296,121.12**
C	**Irrigation**					
1	Riparian/Submerged Aquatic Irrigation	-	111,304	SF	$0.90	$100,173.60
2	Irrigated Native Turf	-	638,908	SF	$0.50	$319,454.00
					Subtotal	**$419,627.60**
					Total	**$1,048,190.22**
					Total Exhibit F (GAT ONLY)	**$1,048,190.22**
					TOTAL EXHIBIT F (GAT Only)	**$1,048,190.22**
					Is There Mobilization	NO
					Surveying	NO
					Construction Management (5%)	**$52,409.51**
					Contingency 10%	**$104,819.02**
					Public Improvement Total	**$1,205,418.75**
					Letter of Credit at 110%	**$1,325,960.63**
Note: Costs based on Compark Village Filing 1 Berm and Gat Plans Prepared by THK Dated: 8-31-16						

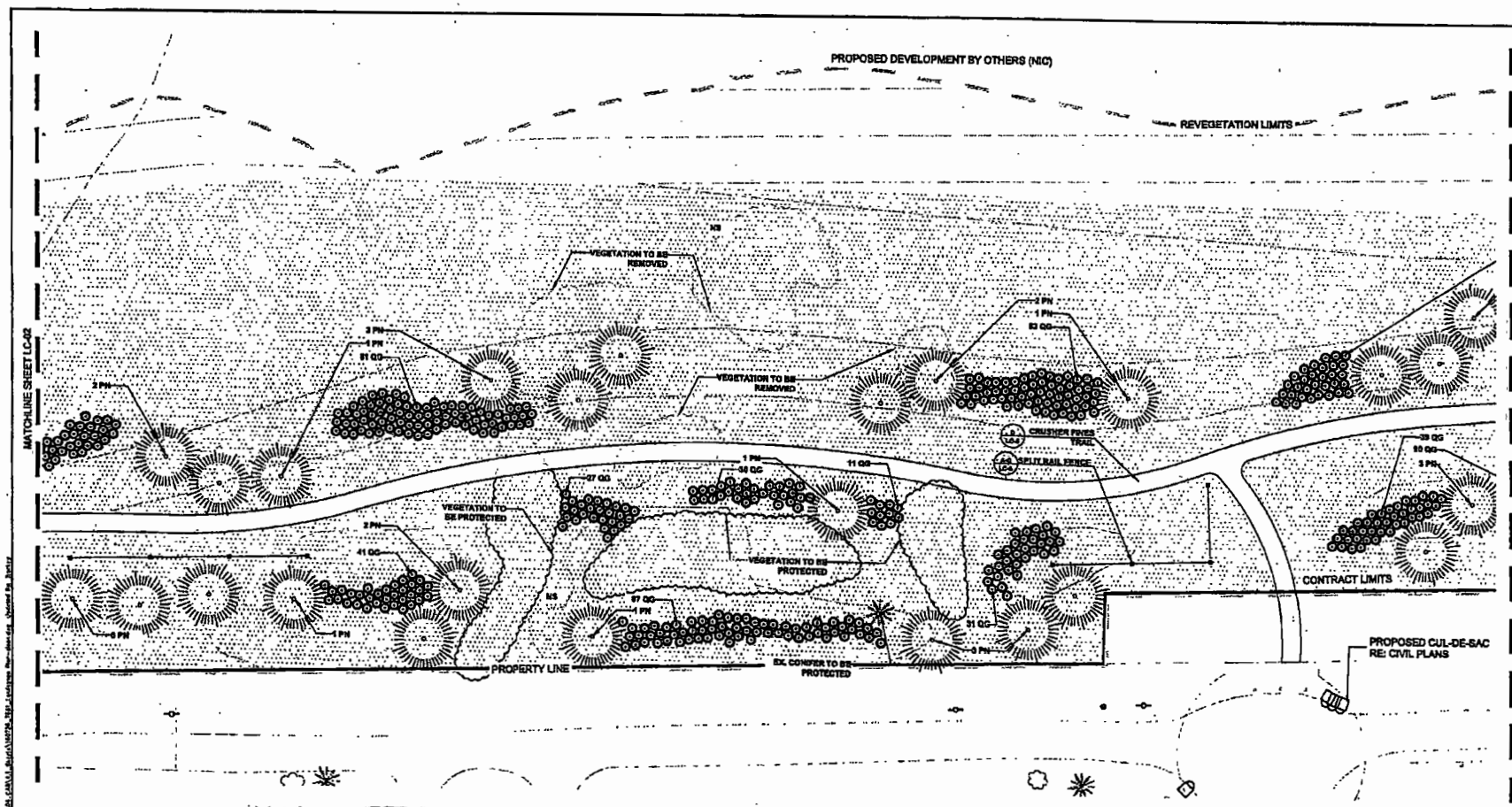
Landscape unit costs based on Town of Parker landscape costs where applicable.

P:\Clcpkc3\ComSouth03-Ultimate Belford Ave\Documents\Engineering\SIA\Exhibits\F (LANDSCAPE COST)\Phase 1 EXHIBIT F Green Acres Tributary Impovements.xlsx

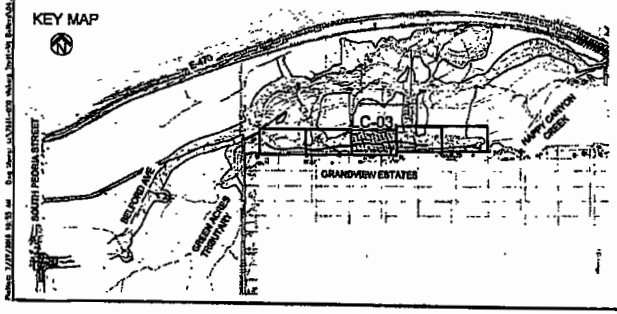
EXHIBIT G

PRESERVED TREES

EXHIBIT G



KEY MAP



PLANT SCHEDULE C					
SYMBOL	ABBREVIATION	SCIENTIFIC NAME	COMMON NAME	QUANTITY	NOTES
CONIFEROUS TREES					
	PN	PINUS NIGRA	AUSTRIAN PINE	84	8' B&B
DECIDUOUS TREES					
	FP	FRAXINUS PENNSYLVANICA 'WITMORE'	WITMORE ASH	11	2" B&B
SHRUBS					
	QG	QUERCUS GAMBELII	GAMBLE OAK	1,355	5 GAL.
SEED MIX					
	HS	UPLAND NATIVE SEED MIX	SEE SEED MIX ON LC-COVER	878,474 SF	

LANDSCAPE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADING AND REVEGETATION IMPROVEMENTS SHOWN ON THESE DRAWINGS.
2. ALL SEED AREAS SHALL BE AMENDED WITH 2 CUBIC YARDS OF ORGANIC SOIL AMENDMENT PER EVERY 1000 SF.
3. TREES AND SHRUBS TO BE PLANTED WITH EQUAL SPACING AS SHOWN ON PLANS.
4. ALL LANDSCAPE IMPROVEMENTS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.

Paul Simpson

Approved by: Paul Simpson

27 July 2016

Date

THIRD SUBMITTAL
MINOR DEVELOPMENT PLAN

0 10 20 40

Scale: 1"=20' North

Manhard CONSULTING

BELFORD AVE.REVEGETATION PLAN

PARKER, COLORADO

COMPARK VILLAGE PLANNED DEVELOPMENT

SHEET

LC - 03

SHEET 3 OF 8

7881-000

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

PARKER
COLORADO

ITEM NO: 8C
DATE: 09/19/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: **COMPARK VILLAGE SOUTH FILING 2 – Sketch/Preliminary Plan (Continued From 9/6/16)**

☒ PUBLIC HEARING ☐ ORDINANCE FOR 1ST READING
☐ CONTRACT ☐ ORDINANCE FOR 2ND READING
☒ MOTION ☐ RESOLUTION

John Fussa, Community Development Director **G. Randolph Young, Town Administrator**

ISSUE:
The applicant 470 Compark LLC seeks approval of a Sketch/Preliminary Plan to subdivide the 32.86 acres established as Tract H with the Compark Village South Filing 1 Minor Development Plat (MDP) into 120 duplex unit lots and 72 single-family lots.

PRIOR ACTION:
The Compark Village South property was annexed to the Town and incorporated into the existing Compark Village Planned Development in January, 2015. Town Council continued the Compark Village South Filing 2 Sketch/Preliminary Plan on September 6, 2016.

FUNDING/BUDGET IMPACT:
None

BACKGROUND:
This proposed Sketch/Preliminary Plan proposes to subdivide Compark Village South Filing 1, Tract H into 120 duplex unit lots and 72 single-family lots. There is a 4.8 acre park dedication associated with this filing in addition to the proposed 192 residential dwelling units. Trails and active use recreation improvements within this park connect to regional trails and open space areas created with Filing 1. These open space tracts create landscape berms, additional landscaping and a buffer to separate the lots within Filing 2 from the existing Grandview Estates neighborhood to the south.

All access into Filing 2 will come from three full-movement intersections planned along Belford Avenue. This Filing also proposes a landscaped buffer from the back of sidewalk along Belford Avenue to the edge of the platted lots for the duplex units.

RECOMMENDATION:
Staff recommends that Town Council approve the Compark Village South Filing 2 Sketch/Preliminary Plan subject to the Town's Land Development Ordinance and the four conditions contained in the staff report. The Planning Commission recommended Town Council approve the Compark Village South Filing 2 Sketch/Preliminary Plan on August 25, 2016.

PREPARED/REVIEWED BY:
Patrick Mulready, Senior Planner; Bryce Matthews, Planning Manager; John Fussa, Community Development Director

ATTACHMENTS:
1. Vicinity Map
2. Sketch/Preliminary Plat Exhibit
3. Master Landscape Plan Exhibit
4. Planning Commission Staff Report and Referral Agency Comments

RECOMMENDED MOTION:
"I move to approve, based upon staff findings, with the following conditions contained in the staff report:"
1. The construction plans submitted with the final plat for this property must address the comments made by Kurt Patrick of the Town's Engineering Department, dated August 1, 2016.
2. Prior to submittal of the final plat application, the applicant must obtain written approval for the street names to be used within Compark Village South Filing 2 from the Douglas County Addressing Specialist, as specified in her comments dated July 14, 2016.
3. All access to the subject property for the purposes of building the public improvements described within Compark Village South Filing 2 Sketch/Preliminary Plan will come from Peoria Street to the west. Any access for the purposes of asbestos abatement and demolition of the existing structures on the subject property which is proposed to come from streets within Grandview Estates must receive approval from Douglas County or utilize the same access from Peoria Street.
4. The landscaped buffer represented by Tracts A, J and Q of Compark Village South Filing 2 shall maintain a minimum fifteen-foot and an average twenty-foot separation from the back of sidewalk along Belford Avenue.

Town of Parker COLORADO™

Compark Village South Filing 2

Public Hearings:
Sketch/Preliminary Plan

Attachment 1

Legend

- Town Boundary
- Site
- Roads

Narrative:
This is a sketch/preliminary plan request to subdivide 32.86 acres of land near the southerly boundary of Compark Village South into 72 single family lots and 110 duplex units.

Planner: Patrick Mulready
Hearing Schedules:

Planning Commission:
August 25, 2016

Town Council:
September 6, 2016

COMPARK VILLAGE SOUTH FILING NO. 2

SKETCH / PRELIMINARY PLAN

PLANNING AREAS 17 & 18 (COMPARK VILLAGE PD – FOURTH AMENDMENT)

A REPLAT OF PART OF TRACT H, COMPARK VILLAGE SOUTH FILING NO. 1
LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.
192 LOTS, 20 TRACTS, 32.872 ACRES

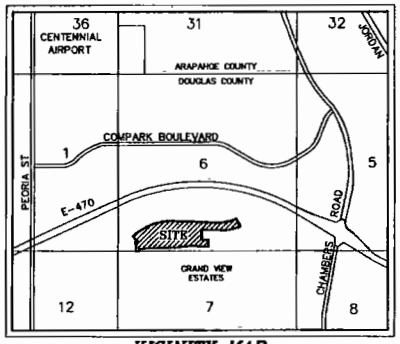
SHEET INDEX

SHEET 1 COVER SHEET, LEGAL DESCRIPTION, NOTES
SHEET 2: OVERALL BOUNDARY
SHEET 3-5: DETAILED DESIGN SHEET

LEGAL DESCRIPTION

TRACT H, COMPARK VILLAGE SOUTH LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

CONTAINING A CALCULATED AREA OF 1,431,883 SQUARE FEET OR 32.872 ACRES, MORE OR LESS.



VICINITY MAP

(NOT TO SCALE)

NOTES

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
4. BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR NORTH 87°35'04" EAST AS MONUMENTED AND SHOWN HEREON.
5. FLOODPLAIN: THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE X, OTHER AREAS – DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP (FIRM) – MAP NUMBER 08035C0061F WITH AN EFFECTIVE DATE OF OF SEPTEMBER 30, 2005.
6. OWNER WAIVES, RELEASES, AND RELEASES ANY RIGHT OR CAUSE OF ACTION IT MAY NOW HAVE OR WHICH IT MAY HAVE IN THE FUTURE AGAINST THE TOWN OF PARKER, ITS OFFICERS, EMPLOYEES, AND AGENTS RELATED TO OR RESULTING FROM THE PASSAGE OF AIRCRAFT IN THE AIRSPACE ABOVE THE PROPERTY THAT IS THE SUBJECT OF THIS FINAL PLAT
7. SIDEWALK EASEMENTS SHALL BE GRANTED TO THE TOWN OF PARKER ACROSS THOSE PARTS OF THE LOTS AS SHOWN HEREON, FOR THE PURPOSE OF INSTALLING AND MAINTAINING PUBLIC SIDEWALK. THESE EASEMENTS SHALL BE DEDICATED VIA SUBSEQUENT FINAL PLATS.
8. ACCESS EASEMENTS SHALL BE GRANTED ACROSS TRACTS B, C, D, E, F, G, H, I, K, L, M, N, O AND P FOR COMMON ACCESS, INGRESS AND EGRESS TO THE ADJACENT LOTS. THESE EASEMENTS SHALL BE DEDICATED VIA SUBSEQUENT FINAL PLATS.
9. THIS SKETCH / PRELIMINARY PLAN CONSISTS OF 192 LOTS AND 20 TRACTS WITHIN THE PROPOSED ±32.859 ACRE DEVELOPMENT

TRACT SUMMARY TABLE

TRACT	AREA (S.F.)	AREA (AC.)	USAGE	OWNERSHIP
A	26,137	0.600	OPEN SPACE (TRAIL, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
B	4,141	0.095	ALLEY WAY (ACCESS, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
C	4,141	0.095	ALLEY WAY (ACCESS, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
D	4,141	0.095	ALLEY WAY (ACCESS, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
E	4,141	0.095	ALLEY WAY (ACCESS, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
F	4,141	0.095	ALLEY WAY (ACCESS, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
G	4,131	0.095	ALLEY WAY (ACCESS, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
H	4,116	0.094	ALLEY WAY (ACCESS, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
I	4,116	0.094	ALLEY WAY (ACCESS, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
J	37,068	0.851	OPEN SPACE (TRAIL, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
K	4,116	0.094	ALLEY WAY (ACCESS, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
L	4,116	0.094	ALLEY WAY (ACCESS, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
M	4,116	0.094	ALLEY WAY (ACCESS, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
N	4,116	0.094	ALLEY WAY (ACCESS, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
O	4,138	0.095	ALLEY WAY (ACCESS, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
P	4,138	0.095	ALLEY WAY (ACCESS, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
Q	42,838	0.979	OPEN SPACE (TRAIL, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
R	4,139	0.095	ALLEY WAY (ACCESS, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
S	39,042	0.896	PARK (LANDSCAPE, TRAIL, UTILITY & DRAINAGE)	HOME OWNERS ASSOCIATION
T	168,817	3.876	PARK (LANDSCAPE, TRAIL, UTILITY & DRAINAGE)	HOME OWNERS ASSOCIATION

LOT SIZE SUMMARY TABLE

MINIMUM LOT SIZE.	2,184 S.F	(0.050 ACRES)
MAXIMUM LOT SIZE.	8,963 S.F.	(0.206 ACRES)
AVERAGE LOT SIZE.	3,846 S.F	(0.088 ACRES)

LAND USE SUMMARY TABLE

USAGE	AREA (S.F.)	ACREAGE	%
RESIDENTIAL LOTS	738,499	16.954	51.57%
PUBLIC RIGHTS-OF-WAY	317,735	7.294	22.19%
PUBLIC PARK	207,859	4.772	14.52%
DESIGNATED ALLEY WAY	61,947	1.422	4.33%
OPEN SPACE	105,843	2.430	7.39%
TOTAL	1,431,883	32.872	100%

Manhard CONSULTING LTD
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

DATE	REVISIONS
06/26/18	REVISED TOWN & UTILITY COMMENTS
07/09/18	FOR SUBMITTAL COMMENTS

COMPARK VILLAGE SOUTH FILING NO. 2
TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO
SKETCH / PRELIMINARY PLAN

FINAL DWG. JGR
FINAL REVIEW SJP
DESIGNED CDP
DATE 01/11/18
SCALE N/A

SHEET 1 OF 5

00C.LCPKC3.05

© 2018 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED

Attachment 2

COMPARK VILLAGE SOUTH FILING NO. 2

SKETCH / PRELIMINARY PLAN

PLANNING AREAS 17 & 18 (COMPARK VILLAGE PD – FOURTH AMENDMENT)

A REPLAT OF PART OF TRACT H, COMPARK VILLAGE SOUTH FILING NO. 1

LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

192 LOTS, 20 TRACTS, 32.872 ACRES

GRAPHIC SCALE

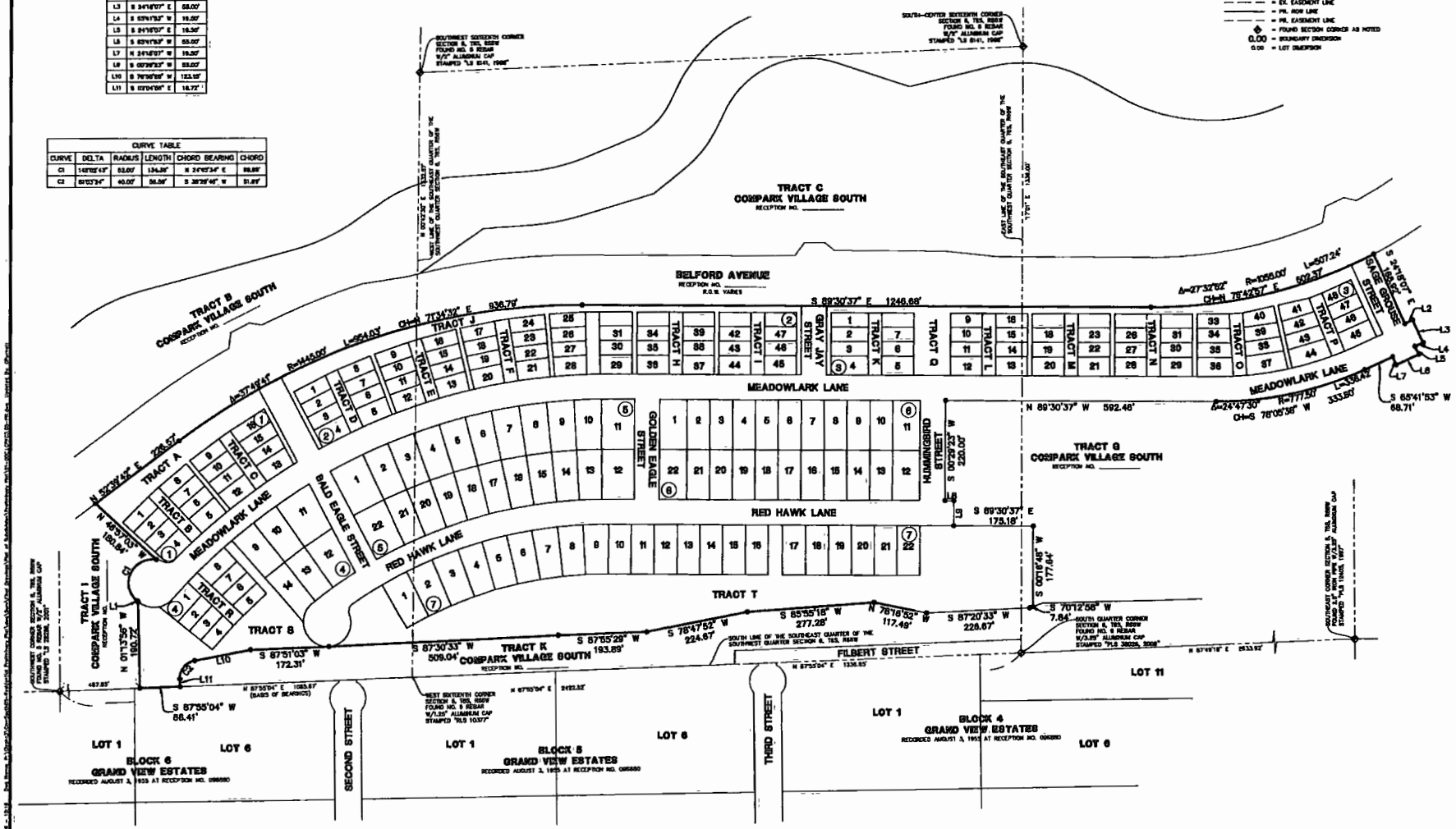
(IN FEET)
1 inch = 100 ft.

LEGEND

- = EX. BOUNDARY LINE
- = EX. SECTION LINE
- = EX. LOT LINE
- = EX. EASEMENT LINE
- = PR. ROW LINE
- = PR. EASEMENT LINE
- = FOUND SECTION CORNER AS NOTED
- 0.00 = BOUNDARY DIMENSION
- 0.00 = LOT DIMENSION

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 49°11'47" W	3.50'
L2	N 65°41'53" E	19.50'
L3	S 24°18'07" E	58.00'
L4	S 65°41'53" W	19.00'
L5	S 24°18'07" E	16.50'
L6	S 65°41'53" W	53.50'
L7	N 24°18'07" W	19.50'
L8	S 00°29'23" W	53.00'
L10	S 78°50'05" W	123.10'
L11	S 03°04'05" E	16.72'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	142°02'43"	53.00'	134.26'	N 24°57'34" E	99.88'
C2	81°03'34"	40.00'	56.56'	S 38°28'46" W	51.89'



Manhard CONSULTING LTD

Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

COMPARK VILLAGE SOUTH FILING NO. 2

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

SKETCH / PRELIMINARY PLAN

PROJ. ENGR.: JAR
PROJ. MANAGR.: BJP
DRAWN BY: GGP
DATE: 05/01/06
SCALE: 1" = 100'

SHEET 2 OF 5

00C.LOPKC3.05

COMPARK VILLAGE SOUTH FILING NO. 2

SKETCH / PRELIMINARY PLAN

PLANNING AREAS 17 & 18 (COMPARK VILLAGE PD – FOURTH AMENDMENT)

A REPLAT OF PART OF TRACT H, COMPARK VILLAGE SOUTH FILING NO. 1
LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.
192 LOTS, 20 TRACTS, 32.872 ACRES

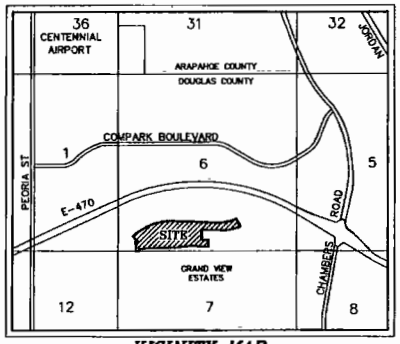
SHEET INDEX

SHEET 1 COVER SHEET, LEGAL DESCRIPTION, NOTES
SHEET 2: OVERALL BOUNDARY
SHEET 3-5: DETAILED DESIGN SHEET

LEGAL DESCRIPTION

TRACT H, COMPARK VILLAGE SOUTH LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

CONTAINING A CALCULATED AREA OF 1,431,883 SQUARE FEET OR 32.872 ACRES, MORE OR LESS.



VICINITY MAP

(NOT TO SCALE)

NOTES

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
4. BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR NORTH 87°35'04" EAST AS MONUMENTED AND SHOWN HEREON.
5. FLOODPLAIN: THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE X, OTHER AREAS – DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP (FIRM) – MAP NUMBER 08035C0061F WITH AN EFFECTIVE DATE OF OF SEPTEMBER 30, 2005.
6. OWNER WAIVES, RELEASES, AND RELEASES ANY RIGHT OR CAUSE OF ACTION IT MAY NOW HAVE OR WHICH IT MAY HAVE IN THE FUTURE AGAINST THE TOWN OF PARKER, ITS OFFICERS, EMPLOYEES, AND AGENTS RELATED TO OR RESULTING FROM THE PASSAGE OF AIRCRAFT IN THE AIRSPACE ABOVE THE PROPERTY THAT IS THE SUBJECT OF THIS FINAL PLAT
7. SIDEWALK EASEMENTS SHALL BE GRANTED TO THE TOWN OF PARKER ACROSS THOSE PARTS OF THE LOTS AS SHOWN HEREON, FOR THE PURPOSE OF INSTALLING AND MAINTAINING PUBLIC SIDEWALK. THESE EASEMENTS SHALL BE DEDICATED VIA SUBSEQUENT FINAL PLATS.
8. ACCESS EASEMENTS SHALL BE GRANTED ACROSS TRACTS B, C, D, E, F, G, H, I, K, L, M, N, O AND P FOR COMMON ACCESS, INGRESS AND EGRESS TO THE ADJACENT LOTS. THESE EASEMENTS SHALL BE DEDICATED VIA SUBSEQUENT FINAL PLATS.
9. THIS SKETCH / PRELIMINARY PLAN CONSISTS OF 192 LOTS AND 20 TRACTS WITHIN THE PROPOSED ±32.859 ACRE DEVELOPMENT

TRACT SUMMARY TABLE

TRACT	AREA (S.F.)	AREA (AC.)	USAGE	OWNERSHIP
A	26,137	0.600	OPEN SPACE (TRAIL, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
B	4,141	0.095	ALLEY WAY (ACCESS, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
C	4,141	0.095	ALLEY WAY (ACCESS, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
D	4,141	0.095	ALLEY WAY (ACCESS, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
E	4,141	0.095	ALLEY WAY (ACCESS, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
F	4,141	0.095	ALLEY WAY (ACCESS, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
G	4,131	0.095	ALLEY WAY (ACCESS, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
H	4,116	0.094	ALLEY WAY (ACCESS, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
I	4,116	0.094	ALLEY WAY (ACCESS, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
J	37,068	0.851	OPEN SPACE (TRAIL, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
K	4,116	0.094	ALLEY WAY (ACCESS, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
L	4,116	0.094	ALLEY WAY (ACCESS, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
M	4,116	0.094	ALLEY WAY (ACCESS, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
N	4,116	0.094	ALLEY WAY (ACCESS, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
O	4,138	0.095	ALLEY WAY (ACCESS, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
P	4,138	0.095	ALLEY WAY (ACCESS, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
Q	42,838	0.979	OPEN SPACE (TRAIL, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
R	4,139	0.095	ALLEY WAY (ACCESS, UTILITY, & DRAINAGE)	HOME OWNERS ASSOCIATION
S	39,042	0.896	PARK (LANDSCAPE, TRAIL, UTILITY & DRAINAGE)	HOME OWNERS ASSOCIATION
T	168,817	3.876	PARK (LANDSCAPE, TRAIL, UTILITY & DRAINAGE)	HOME OWNERS ASSOCIATION

LOT SIZE SUMMARY TABLE

MINIMUM LOT SIZE.	2,184 S.F	(0.050 ACRES)
MAXIMUM LOT SIZE.	8,963 S.F.	(0.206 ACRES)
AVERAGE LOT SIZE.	3,846 S.F	(0.088 ACRES)

LAND USE SUMMARY TABLE

USAGE	AREA (S.F.)	ACREAGE	%
RESIDENTIAL LOTS	738,499	16.954	51.57%
PUBLIC RIGHTS-OF-WAY	317,735	7.294	22.19%
PUBLIC PARK	207,859	4.772	14.52%
DESIGNATED ALLEY WAY	61,947	1.422	4.33%
OPEN SPACE	105,843	2.430	7.39%
TOTAL	1,431,883	32.872	100%

Manhard CONSULTING LTD
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

DATE	REVISIONS
06/26/18	REVISED TOWN & UTILITY COMMENTS
07/09/18	FOR SUBMITTAL COMMENTS

COMPARK VILLAGE SOUTH FILING NO. 2
TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO
SKETCH / PRELIMINARY PLAN

FINAL DWG. JGR
FINAL REVIEW SJP
DESIGNED CDP
DATE 01/11/18
SCALE N/A

SHEET 1 OF 5

00C.LCPKC3.05

© 2018 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED

Attachment 2

COMPARK VILLAGE SOUTH FILING NO. 2

SKETCH / PRELIMINARY PLAN

PLANNING AREAS 17 & 18 (COMPARK VILLAGE PD – FOURTH AMENDMENT)

A REPLAT OF PART OF TRACT H, COMPARK VILLAGE SOUTH FILING NO. 1

LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

192 LOTS, 20 TRACTS, 32.872 ACRES

GRAPHIC SCALE

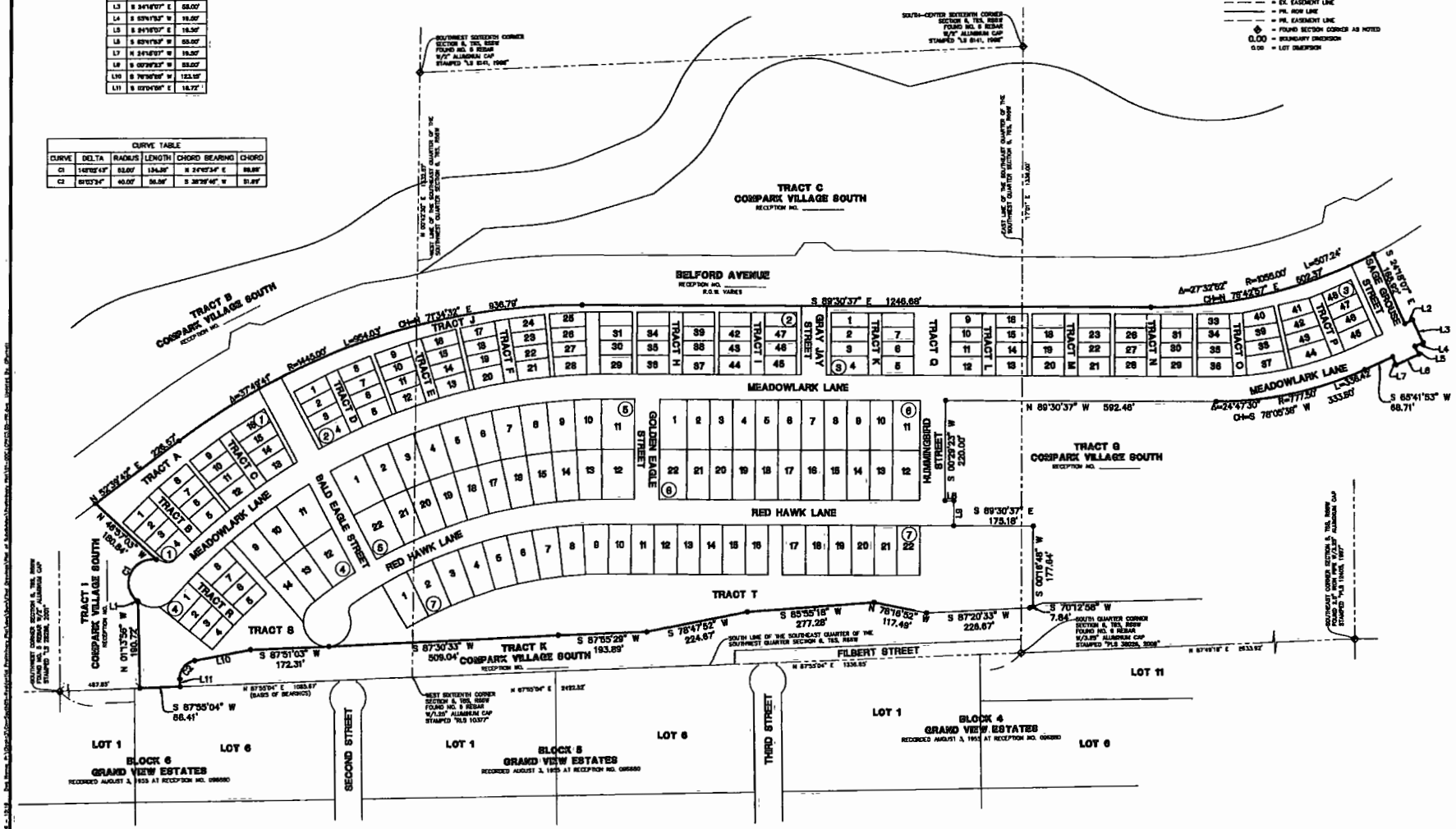
(IN FEET)
1 inch = 100 ft.

LEGEND

- = EX. BOUNDARY LINE
- = EX. SECTION LINE
- = EX. LOT LINE
- = EX. EASEMENT LINE
- = PR. ROW LINE
- = PR. EASEMENT LINE
- = FOUND SECTION CORNER AS NOTED
- 0.00 = BOUNDARY DIMENSION
- 0.00 = LOT DIMENSION

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 49°11'47" W	3.50'
L2	N 65°41'53" E	19.50'
L3	S 24°18'07" E	58.00'
L4	S 65°41'53" W	19.00'
L5	S 24°18'07" E	16.50'
L6	S 65°41'53" W	53.50'
L7	N 24°18'07" W	19.50'
L8	S 00°29'23" W	53.00'
L10	S 78°50'05" W	123.10'
L11	S 03°04'05" E	16.72'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	142°02'43"	53.00'	134.26'	N 24°57'34" E	99.88'
C2	81°03'34"	40.00'	56.56'	S 38°28'46" W	51.89'



Manhard CONSULTING LTD

Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

COMPARK VILLAGE SOUTH FILING NO. 2

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

SKETCH / PRELIMINARY PLAN

PROJ. ENGR.: JAR
PROJ. MANAGR.: BJP
DRAWN BY: GGP
DATE: 05/01/06
SCALE: 1" = 100'

SHEET 2 OF 5

00C.LOPKC3.05

COMPARK VILLAGE SOUTH FILING NO. 2

SKETCH / PRELIMINARY PLAN

PLANNING AREAS 17 & 18 (COMPARK VILLAGE PD – FOURTH AMENDMENT)

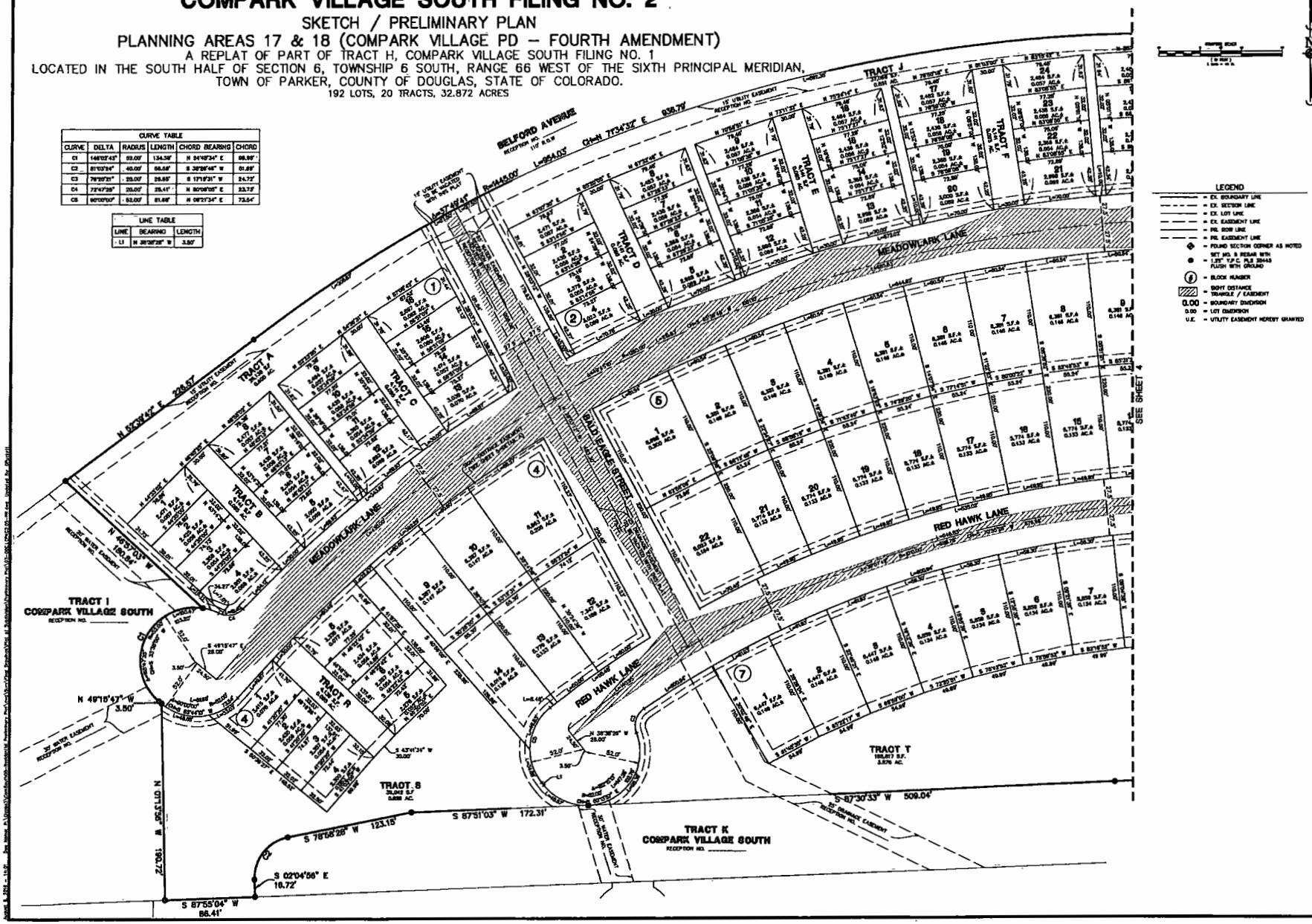
A REPLAT OF PART OF TRACT H, COMPARK VILLAGE SOUTH FILING NO. 1

LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

192 LOTS, 20 TRACTS, 32.872 ACRES

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	146°02'43"	52.00'	134.39'	N 24°48'34" E	98.98'
C2	81°03'24"	40.00'	56.58'	S 39°28'46" W	51.98'
C3	79°20'31"	20.00'	28.68'	S 17°18'31" W	24.72'
C4	73°47'29"	20.00'	25.41'	N 80°06'05" E	23.73'
C5	90°00'00"	52.00'	81.68'	N 08°21'34" E	73.54'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 39°38'26" W	3.50'



Manhard CONSULTING LTD

COMPARK VILLAGE SOUTH FILING NO. 2

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

SKETCH / PRELIMINARY PLAN

SHEET 3 OF 5

DOC.LCPKC3.05

COMPARK VILLAGE SOUTH FILING NO. 2

SKETCH / PRELIMINARY PLAN

PLANNING AREAS 17 & 18 (COMPARK VILLAGE PD – FOURTH AMENDMENT)

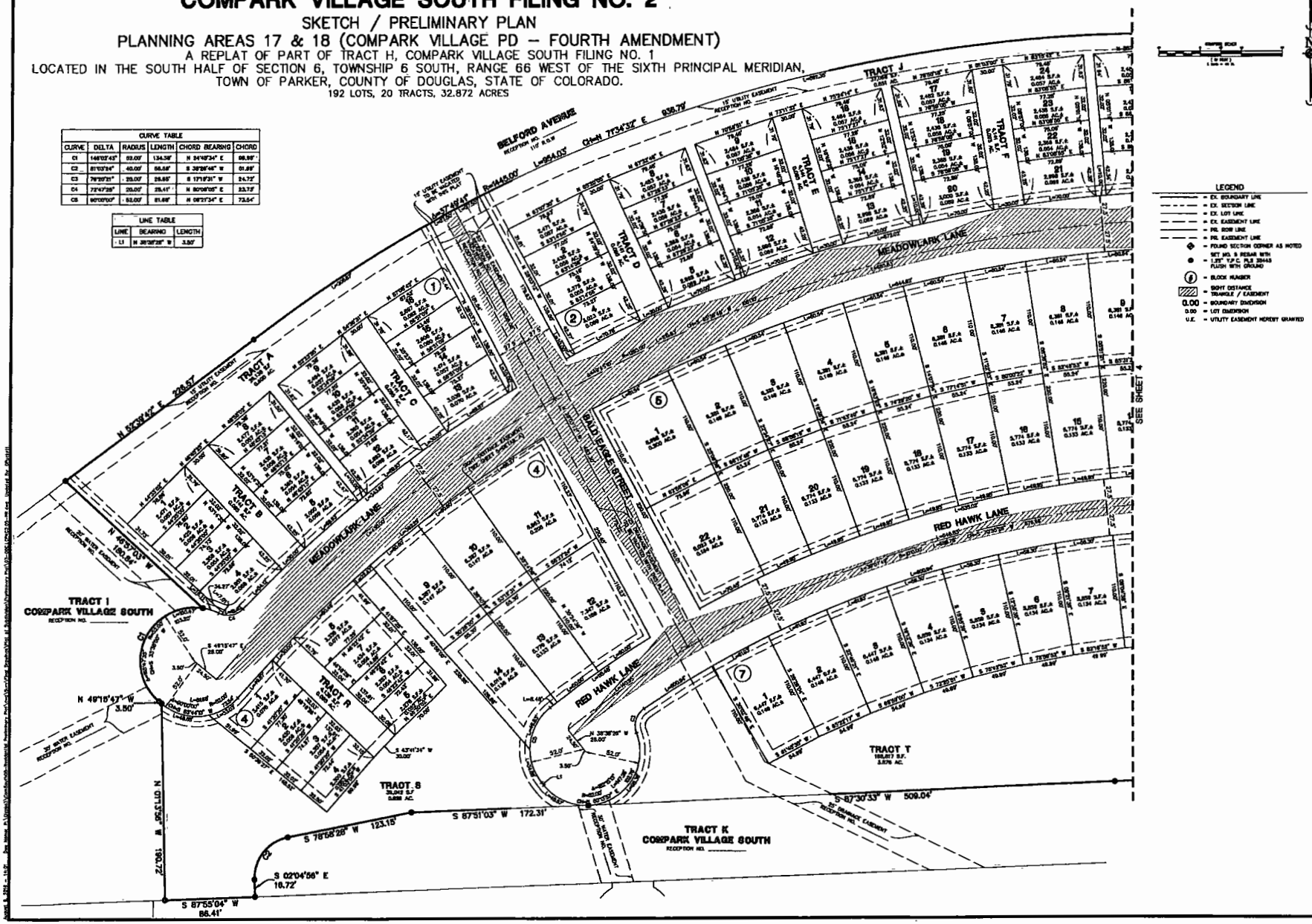
A REPLAT OF PART OF TRACT H, COMPARK VILLAGE SOUTH FILING NO. 1

LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

192 LOTS, 20 TRACTS, 32.872 ACRES

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	146°02'43"	52.00'	134.39'	N 24°48'34" E	98.98'
C2	81°03'24"	40.00'	56.58'	S 39°28'46" W	51.98'
C3	79°20'31"	20.00'	28.68'	S 17°18'31" W	24.72'
C4	73°47'29"	20.00'	25.41'	N 80°06'05" E	23.73'
C5	90°00'00"	52.00'	81.68'	N 08°21'34" E	73.54'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 39°38'26" W	3.50'



Manhard CONSULTING LTD

COMPARK VILLAGE SOUTH FILING NO. 2

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

SKETCH / PRELIMINARY PLAN

SHEET 3 OF 5

DOC.LCPKC3.05

COMPARK VILLAGE SOUTH FILING NO. 2

SKETCH / PRELIMINARY PLAN

PLANNING AREAS 17 & 18 (COMPARK VILLAGE PD – FOURTH AMENDMENT)

A REPLAT OF PART OF TRACT H, COMPARK VILLAGE SOUTH FILING NO. 1

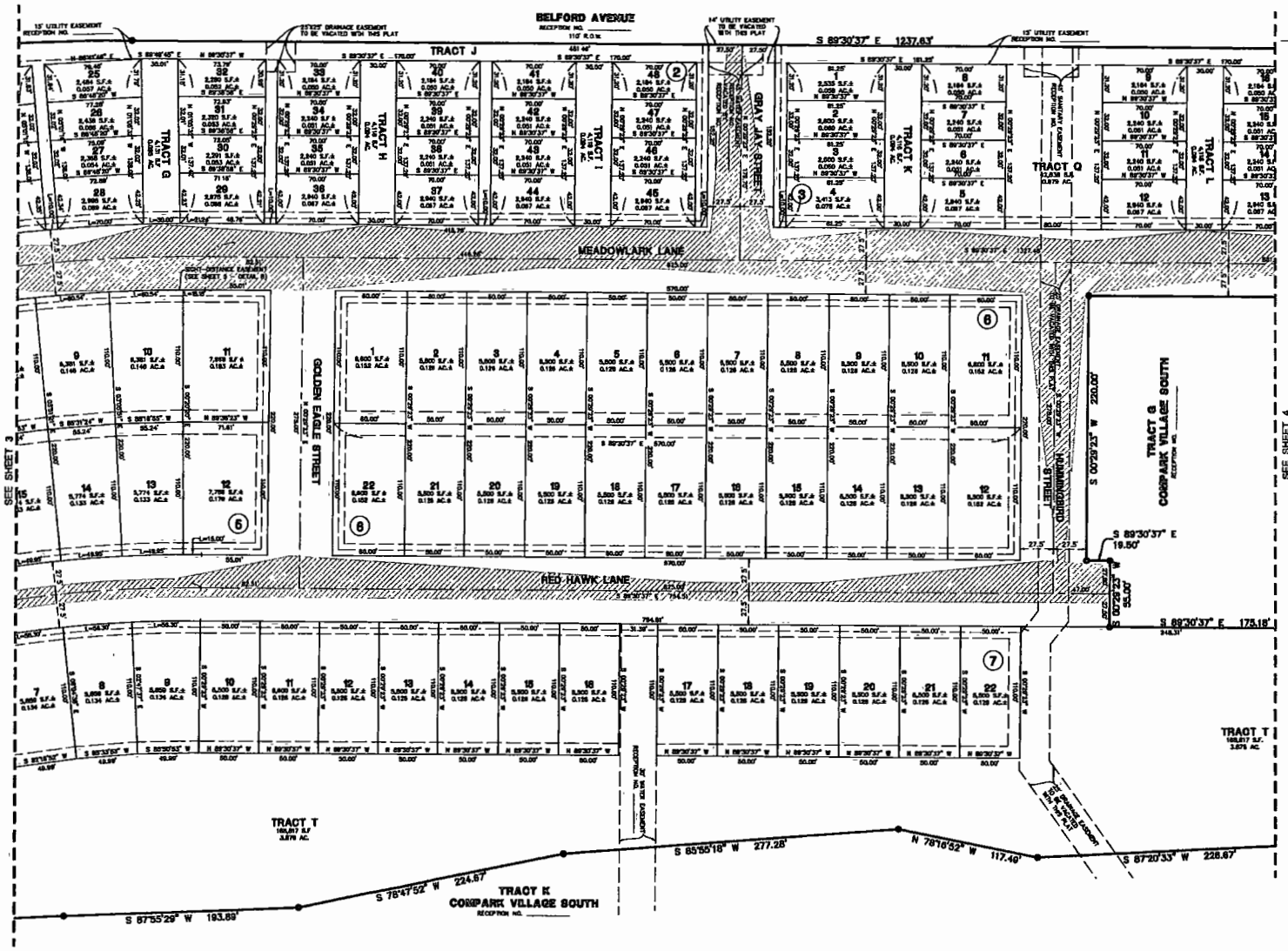
LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,

TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

192 LOTS, 20 TRACTS, 32.872 ACRES

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.



LEGEND

- EX. BOUNDARY LINE
- EX. SECTION LINE
- EX. LOT LINE
- EX. EASEMENT LINE
- PR. ROW LINE
- PR. EASEMENT LINE
- FOUND SECTION CORNER AS NOTED
- SET NO. 5 REBAR WITH 1.25" Y.P.C. PLS 38445 FLUSH WITH GROUND
- BLOCK NUMBER
- SIGHT DISTANCE TRIANGLE / EASEMENT
- 0.00 BOUNDARY DIMENSION
- 0.00 LOT DIMENSION
- U.E. UTILITY EASEMENT HEREBY GRANTED

Manhard CONSULTING LTD

COMPARK VILLAGE SOUTH FILING NO. 2

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

SKETCH / PRELIMINARY PLAN

SHEET 4 OF 5

00C.LOPKCS.05

COMPARK VILLAGE SOUTH FILING NO. 2

SKETCH / PRELIMINARY PLAN

PLANNING AREAS 17 & 18 (COMPARK VILLAGE PD – FOURTH AMENDMENT)

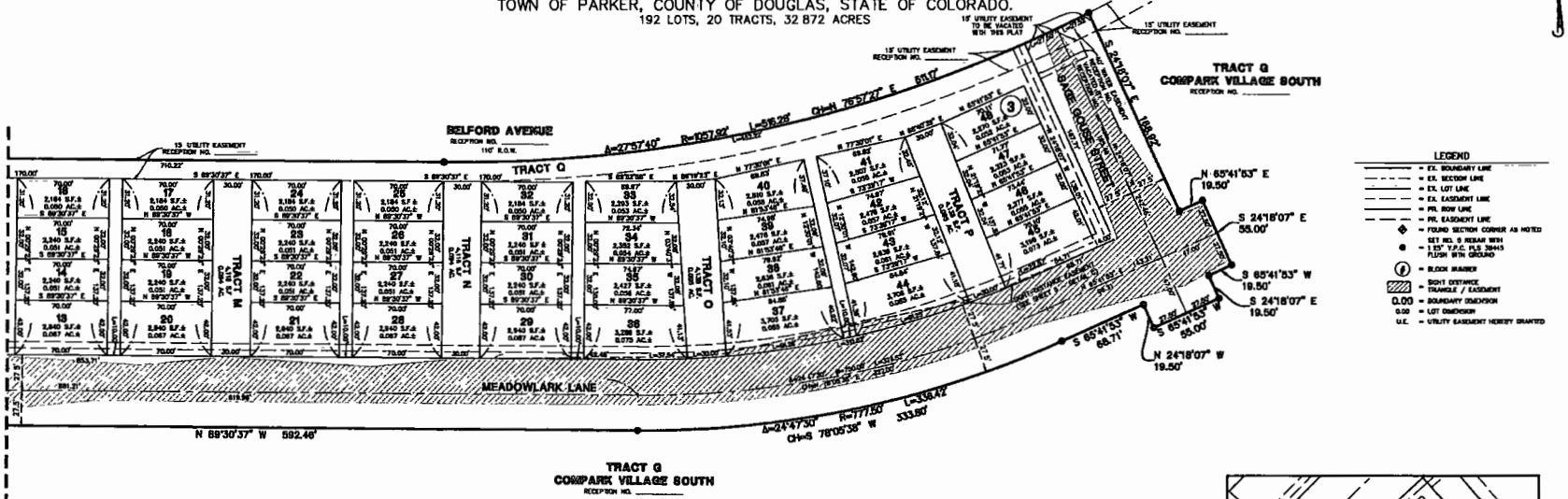
A REPLAT OF PART OF TRACT H, COMPARK VILLAGE SOUTH FILING NO. 1

LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

192 LOTS, 20 TRACTS, 32.872 ACRES

GRAPHIC SCALE

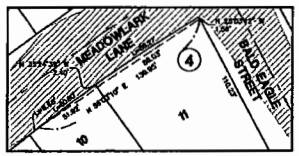
(IN FEET)
1 inch = 40 ft.



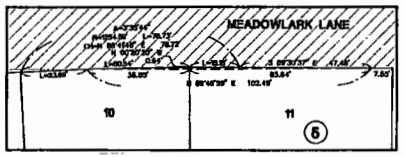
LEGEND

- = EX. BOUNDARY LINE
- = EX. SECTION LINE
- = EX. LOT LINE
- = EX. EASEMENT LINE
- = PR. ROW LINE
- = PR. EASEMENT LINE
- = FOUND SECTION CORNER AS NOTED
- = SET NO. 5 REBAR WITH 1 1/2" Y.P.C. PLS 38445 FLUSH WITH GROUND
- (#) = BLOCK NUMBER
- = SIGHT DISTANCE TRIANGLE / EASEMENT
- 0.00 = BOUNDARY DIMENSION
- 0.00 = LOT DIMENSION
- U.E. = UTILITY EASEMENT HEREBY GRANTED

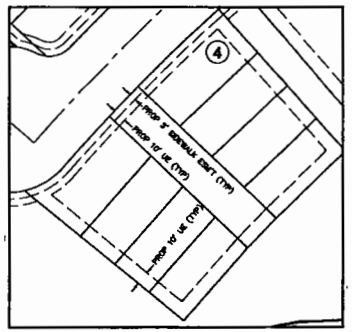
SEE SHEET 4



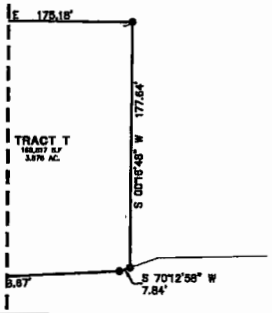
DETAIL "A"
1"=40'

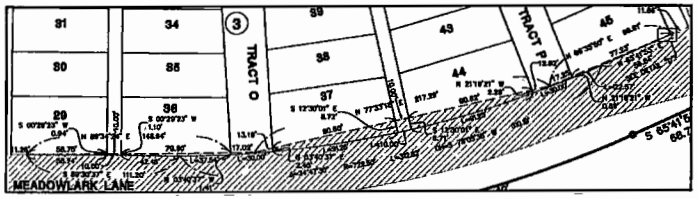


DETAIL "B"
1"=20'

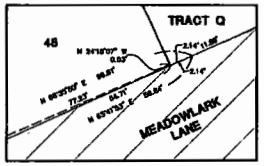


TYPICAL EASEMENT DETAIL
1"=40'





DETAIL "C"
1"=40'



DETAIL "D"
1"=5'

Manhard CONSULTING LTD

COMPARK VILLAGE SOUTH FILING NO. 2

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

SKETCH / PRELIMINARY PLAN

SHEET 5 OF 5

000LOPKC3.05

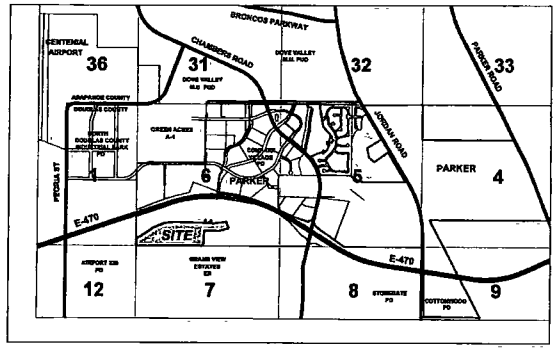
COMPARK VILLAGE SOUTH FILING NO. 2
PRELIMINARY PLAN

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

PLANNING AREA 17 & 18

32.86 ACRES, 190 RESIDENTIAL UNITS, 20 TRACTS

Vicinity Map



Scale: 1" = 2,000'

SITE DATA:

LOCATION: SOUTHWEST OF INTERSECTION OF S. CHAMBERS ROAD AND E-470; PA-17 AND 18 IN THE COMPARK VILLAGE PD FIFTH AMENDMENT

AREA. 32.859 ACRES

ZONING:

PLANNED DEVELOPMENT

NOTES:

1. NO EXISTING STRUCTURES ON SITE WERE LOCATED ON THE SITE
2. NO HISTORICAL OR ARCHAEOLOGICAL FEATURES HAVE BEEN IDENTIFIED ON THE SITE
3. NO WILDLIFE HABITAT AREAS HAVE BEEN IDENTIFIED ON THE SITE

COMPARK SOUTH - LEGAL DESCRIPTION

TRACT H, COMPARK VILLAGE SOUTH ALTA DESCRIPTION

PART OF LOTS 21, 22, AND 23, GREEN ACRES SUBDIVISION RECORDED IN BOOK 1152 AT PAGE 883, AT RECEPTION NO 105760 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER TOGETHER WITH PART OF THE SOUTH HALF OF SECTION 6, 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 SOUTHWEST CORNER OF SAID SECTION 6 AND CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 TO BEAR NORTH 00°33'14" WEST, AND MONUMENTED AS SHOWN HEREON, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 87°55'04" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 487 85 FEET TO THE POINT OF BEGINNING,

THENCE NORTH 01°13'56" WEST, A DISTANCE OF 190 72 FEET,
THENCE NORTH 49°15'47" WEST, A DISTANCE OF 3.50 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 148°02'43", A RADIUS OF 52.00 FEET, AN ARC LENGTH OF 134.36 FEET, THE CHORD OF WHICH BEARS NORTH 24°45'34" EAST A DISTANCE OF 99 98 FEET TO A NON-TANGENT LINE,

THENCE NORTH 46°57'03" WEST, A DISTANCE OF 180.84 FEET;
THENCE NORTH 52°39'42" EAST, A DISTANCE OF 226 57 FEET TO A POINT OF CURVATURE,

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 37°49'41", A RADIUS OF 1,445 00 FEET, AN ARC LENGTH OF 954 03 FEET, THE CHORD OF WHICH BEARS NORTH 71°34'32" EAST, A DISTANCE OF 936.79 FEET TO A POINT OF TANGENCY,

THENCE SOUTH 89°30'37" EAST, A DISTANCE OF 1,237.63 FEET TO A POINT OF CURVATURE,

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26°11'10", A RADIUS OF 1,130.00 FEET, AN ARC LENGTH OF 516.45 FEET, THE CHORD OF WHICH BEARS NORTH 77°23'48" EAST, A DISTANCE OF 511 86 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 24°18'07" EAST, A DISTANCE OF 184 92 FEET,
THENCE NORTH 65°41'53" EAST, A DISTANCE OF 19 50 FEET,
THENCE SOUTH 24°18'07" EAST, A DISTANCE OF 55 00 FEET,
THENCE SOUTH 65°41'53" WEST, A DISTANCE OF 19.50 FEET,
THENCE SOUTH 24°18'07" EAST, A DISTANCE OF 19.50 FEET,
THENCE SOUTH 65°41'53" WEST, A DISTANCE OF 55.00 FEET,
THENCE NORTH 24°18'07" WEST, A DISTANCE OF 19 50 FEET,
THENCE SOUTH 65°41'53" WEST, A DISTANCE OF 68.71 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 24°47'30", A RADIUS OF 777 50 FEET, AN ARC LENGTH OF 336.42 FEET, THE CHORD OF WHICH BEARS SOUTH 78°05'38" WEST, A DISTANCE OF 333.80 FEET TO A POINT OF TANGENCY,

THENCE NORTH 89°30'37" WEST, A DISTANCE OF 592.48 FEET,
THENCE SOUTH 00°29'23" WEST, A DISTANCE OF 220.00 FEET,
THENCE SOUTH 89°30'37" EAST, A DISTANCE OF 19.50 FEET,
THENCE SOUTH 00°29'23" WEST, A DISTANCE OF 55.00 FEET,
THENCE SOUTH 89°30'37" EAST, A DISTANCE OF 175 18 FEET,
THENCE SOUTH 00°16'46" WEST, A DISTANCE OF 177.84 FEET,
THENCE SOUTH 70°12'56" WEST, A DISTANCE OF 7.84 FEET;
THENCE SOUTH 87°20'33" WEST, A DISTANCE OF 226.67 FEET,
THENCE NORTH 78°16'52" WEST, A DISTANCE OF 117.49 FEET;
THENCE SOUTH 85°56'16" WEST, A DISTANCE OF 277.23 FEET,
THENCE SOUTH 78°47'52" WEST, A DISTANCE OF 224.87 FEET;
THENCE SOUTH 87°55'29" WEST, A DISTANCE OF 193.89 FEET,
THENCE SOUTH 87°30'33" WEST, A DISTANCE OF 609.04 FEET,
THENCE SOUTH 87°51'03" WEST, A DISTANCE OF 172.31 FEET,
THENCE SOUTH 78°56'28" WEST, A DISTANCE OF 123.16 FEET TO A POINT OF CURVATURE,

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 51°03'24", A RADIUS OF 40 00 FEET, AN ARC LENGTH OF 56.59 FEET, THE CHORD OF WHICH BEARS SOUTH 38°29'46" WEST, A DISTANCE OF 51.99 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 02°04'58" EAST, A DISTANCE OF 18 72 FEET TO SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6,

THENCE SOUTH 87°55'04" WEST, A DISTANCE OF 88.41 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1,431,559 SQUARE FEET OR 32.8641 ACRES, MORE OR LESS

SHEET INDEX:

L1	COVER SHEET
L2	PRELIMINARY LANDSCAPE PLAN
L3	PRELIMINARY LANDSCAPE PLAN
L4	PRELIMINARY LANDSCAPE PLAN
L5	MUSE LANDSCAPE TEMPLATE
L6	MUSE LANDSCAPE TEMPLATE
L7	LANDSCAPE SCHEDULE AND NOTES
L8	LANDSCAPE DETAILS
L9	LANDSCAPE DETAILS
L10	FENCING PLAN
L11	FENCING PLAN
L12	FENCING DETAILS
L13	LANDSCAPE SECTIONS

COMPARK VILLAGE SOUTH FILING NO. 2

PRELIMINARY PLAN - COVER SHEET

OWNER
470 Compark , LLC
290 Filmore St., Suite 2
Denver, CO 80206

ENGINEER
Manhard Consulting
8008 E. Arapahoe Ct. Suite 110
Centennial 80112
(303) 531-3213

LANDSCAPE ARCHITECT
Plan West, Inc.
767 Santa Fe Drive
Denver, CO 80204
(303) 741-1411

Town of Parker
Colorado

job no 2015/20
date 1-13-2016
revisions 7-13-2016
8-08-2016

sheet L1 of 13

PLANWEST

PLANNING | SITE DESIGN | LANDSCAPE ARCHITECTURE | ENTITLEMENTS
767 Santa Fe Drive
planwest.com
Denver, Colorado, 80204
303-741-1411

THE REPRODUCTION OF ANY INFORMATION, REPORTS, OR PROJECTS, DRAWINGS OR SPECIFICATIONS, OR THEIR PURPOSES IS FOR THE EXPRESS PURPOSE OF THE PROJECT AND ARE, OF SERVICES ONLY. OWNERSHIP OF THE INFORMATION, OR THEIR DRAWINGS DOES NOT CONSTITUTE A REPRODUCTION OF THE PLAN, DATA OR IS NOT AUTHORIZED WITHOUT PERMISSION OF THE ORIGINATOR.

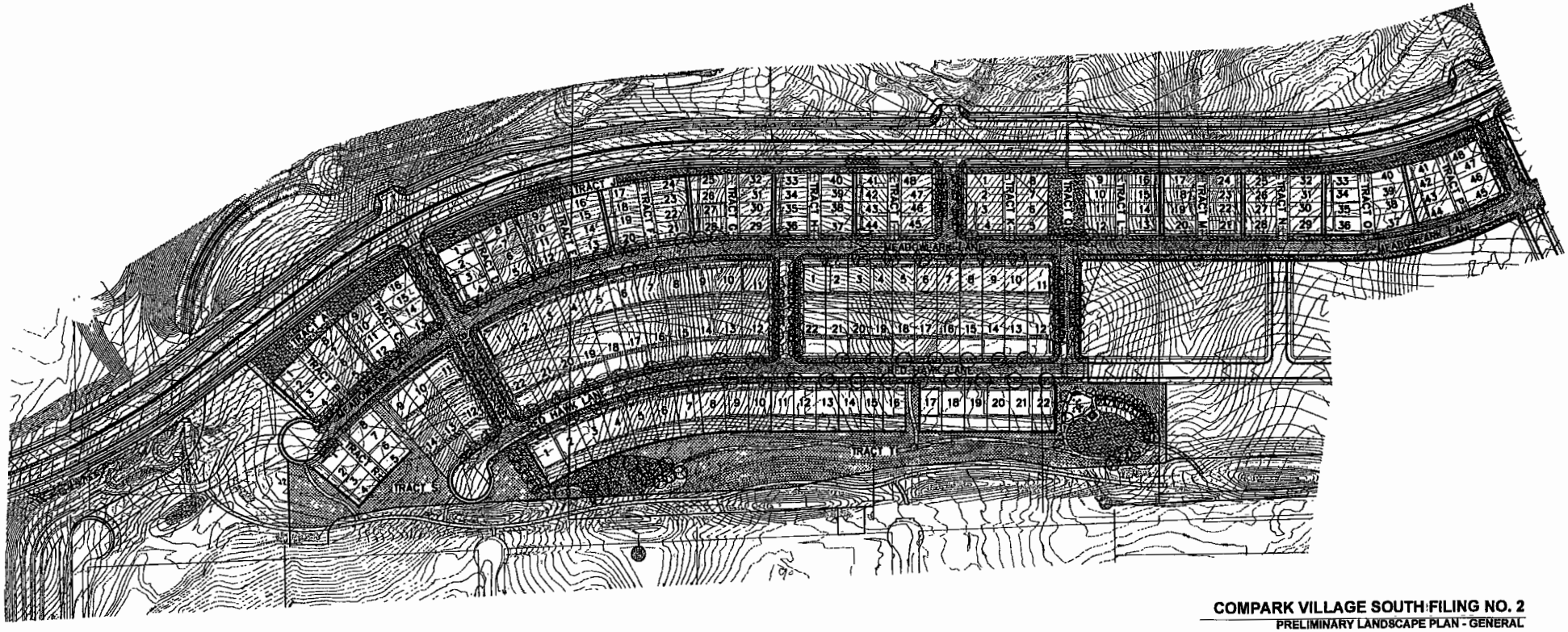
Attachment 3

COMPARK VILLAGE SOUTH FILING NO. 2
PRELIMINARY LANDSCAPE PLAN

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 8, TOWNSHIP 6 SOUTH RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

PLANNING AREA 17 & 18

32.86 ACRES, 190 RESIDENTIAL UNITS, 20 TRACTS



COMPARK VILLAGE SOUTH FILING NO. 2

PRELIMINARY LANDSCAPE PLAN - GENERAL

OWNER
470 Compark, LLC
250 Fillmore St., Suite 2
Denver, CO 80206

LANDSCAPE ARCHITECT
Plan West, Inc.
767 Santa Fe Drive
Denver, CO 80204
(303) 741-1411

ENGINEER
Manhard Consulting
8055 E. Arapahoe Ct. Suite 110
Centennial 80112
(303) 631-3213

Town of Parker
Colorado

job no. 2015020
date 1-12-2016
revisions 7-05-2016
8-09-2016

sheet L2 of L13

North

0 50' 100' 200'
Scale: 1" = 100'

PLANWEST
PLANNING | SITE DESIGN | LANDSCAPE ARCHITECTURE | ENTITLEMENTS
767 Santa Fe Drive
planwest.com
Denver, Colorado, 80204
303-741-1411

NO REPRODUCTION OF ANY MATERIAL PRESENTED IN THESE PLANS, IN WHOLE OR IN PART, IS ALLOWED WITHOUT WRITTEN PERMISSION FROM PLAN WEST, INC. OWNERS OF THE DOCUMENT. REUSE OF THE DOCUMENT IN OTHER PROJECTS OR EXTENSIONS TO THIS PROJECT, EXCEPT BY AGREEMENT IN WRITING BY PLAN WEST, INC. IS TO BE REGARDED AS A VIOLATION OF THEIR OWNERSHIP.

COMPARK VILLAGE SOUTH FILING NO. 2
PRELIMINARY LANDSCAPE PLAN

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

PLANNING AREA 17 & 18

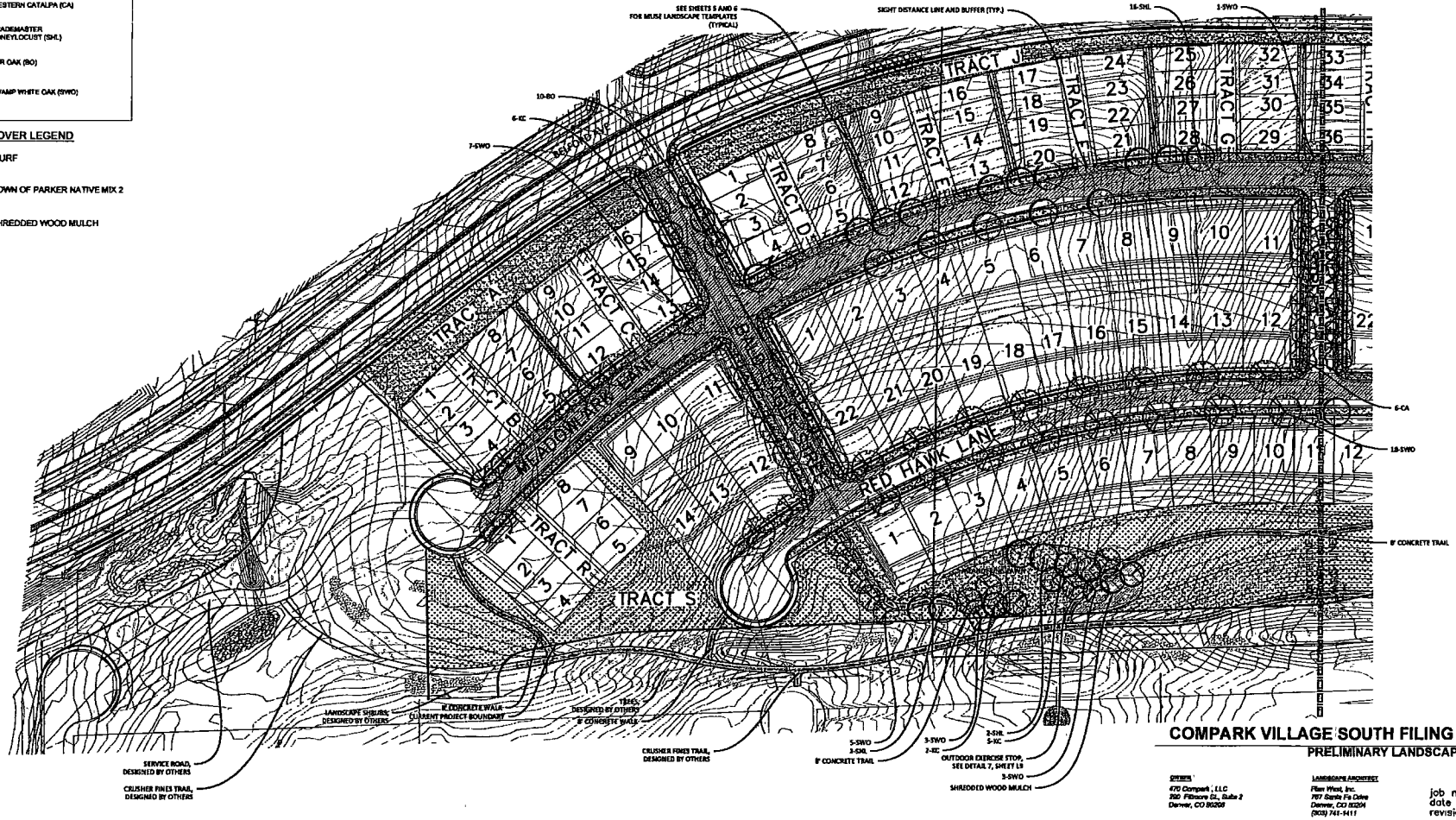
32.86 ACRES, 190 RESIDENTIAL UNITS, 20 TRACTS

STREET TREE SYMBOL LEGEND

- KENTUCKY COFFEE TREE (KC)
- WESTERN CATALPA (CA)
- SHADEMASTER HONEYLOCUST (SHL)
- BUR OAK (BO)
- SWAMP WHITE OAK (SWO)

GROUND COVER LEGEND

- TURF
- TOWN OF PARKER NATIVE MIX 2
- SHREDDED WOOD MULCH



COMPARK VILLAGE SOUTH FILING NO. 2
PRELIMINARY LANDSCAPE PLAN

Town of Parker
Colorado

job no. 2015/20
date 1-12-2018
revisions 7-05-2018
8-08-2018

sheet L3 of L13

OWNER
470 Compark, LLC
700 Fillmore St., Suite 2
Denver, CO 80206

LANDSCAPE ARCHITECT
Plan West, Inc.
767 Santa Fe Drive
Denver, CO 80204
(303) 741-1411

ENGINEER
Manhard Consulting
8008 E. Arapahoe Ct. Suite 110
Centennial 80112
(303) 631-3213

North

0 30' 60' 120'
Scale 1" = 60'

PLANWEST
PLANNING | SITE DESIGN | LANDSCAPE ARCHITECTURE | ENTITLEMENTS
767 Santa Fe Drive
Denver, Colorado, 80204
303-741-1411
planwest.com

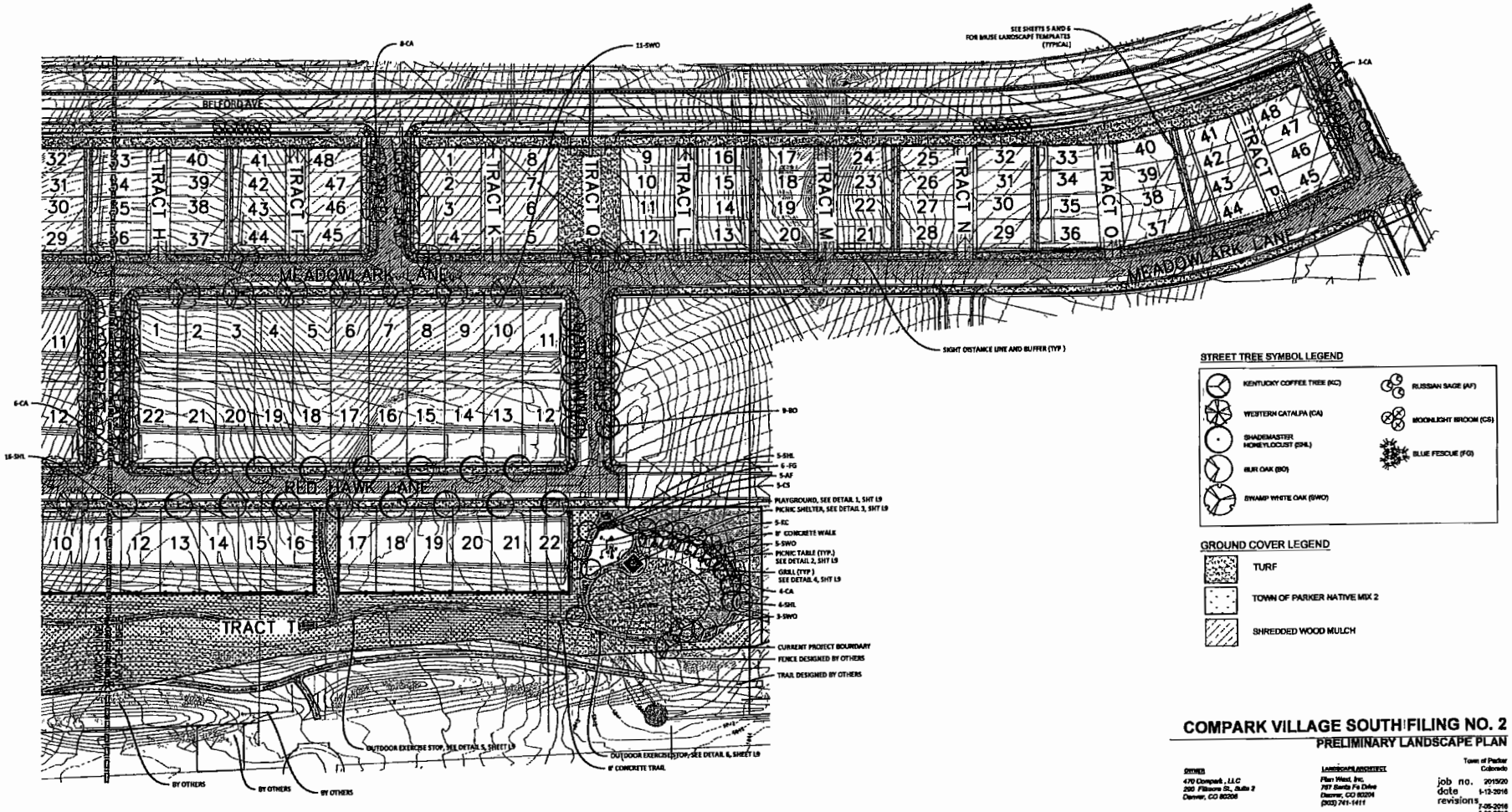
THE REPRODUCTION OF THE INFORMATION, DOCUMENTS, THE DESIGNS, PLANS, OR DATA CONTAINED HEREIN, OR ANY PORTION THEREOF, OR DISCLOSURE OF THE EXISTENCE THEREOF, INCLUDING BY DISTRIBUTION OF THE DESIGN, PLAN, DATA OR DOCUMENT, OR ANY PORTION THEREOF, OR PLAN, DATA OR DOCUMENT OR ANY PORTION THEREOF, WITHOUT THE AUTHORIZATION OF PLAN WEST, INC. IS NOT AUTHORIZED. THE ACCURACY OF THE INFORMATION.

COMPARK VILLAGE SOUTH FILING NO. 2
PRELIMINARY LANDSCAPE PLAN

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

PLANNING AREA 17 & 18

32.86 ACRES, 190 RESIDENTIAL UNITS, 20 TRACTS



STREET TREE SYMBOL LEGEND

- KENTUCKY COFFEE TREE (KC)
- WESTERN CATALPA (CA)
- SHADEMASTER HONEYLOCUST (SHL)
- BUR OAK (BO)
- SWAMP WHITE OAK (SWO)
- RUSSIAN SAGE (AF)
- MOONLIGHT BROOM (CS)
- BLUE FESCUE (FG)

GROUND COVER LEGEND

- TURF
- TOWN OF PARKER NATIVE MIX 2
- SHREDDED WOOD MULCH

COMPARK VILLAGE SOUTH FILING NO. 2
PRELIMINARY LANDSCAPE PLAN

OWNER
470 Compark, LLC
200 Fillmore St., Suite 2
Denver, CO 80206

LANDSCAPE ARCHITECT
Plan West, Inc.
707 Santa Fe Drive
Denver, CO 80204
(303) 741-1411

ENGINEER
Manhard Consulting
8008 E. Arapahoe Ct. Suite 110
Centennial 80112
(303) 631-1313

Town of Parker
Colorado

job no. 2015/20
date 1-12-2016
revisions 1-25-2016
2-08-2016

sheet L4 of L13

North

Scale 1" = 60'

PLANWEST
PLANNING | SITE DESIGN | LANDSCAPE ARCHITECTURE | ENTITLEMENTS
707 Santa Fe Drive
planwest.com
Denver, Colorado, 80204
303-741-1411

THE REPRODUCTION OF INFORMATION, DESIGNS, OR DOCUMENTS, IN WHOLE OR IN PART, WITHOUT THE WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT OF RECORD AND THE OWNER OF RECORD IS PROHIBITED. ALL REPRODUCTIONS OF THESE DOCUMENTS MUST INCLUDE THE ORIGINAL COPYRIGHT, WARNING OR EXCLUSIONARY LANGUAGE. THESE DOCUMENTS ARE NOT TO BE REPRODUCED OR ALTERED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF PLAN WEST. NOTE: AS TO THE REPRODUCTION OR ALTERATION OF THIS INFORMATION.

COMPARK VILLAGE SOUTH FILING NO. 2
PRELIMINARY LANDSCAPE PLAN

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

PLANNING AREA 17 & 18

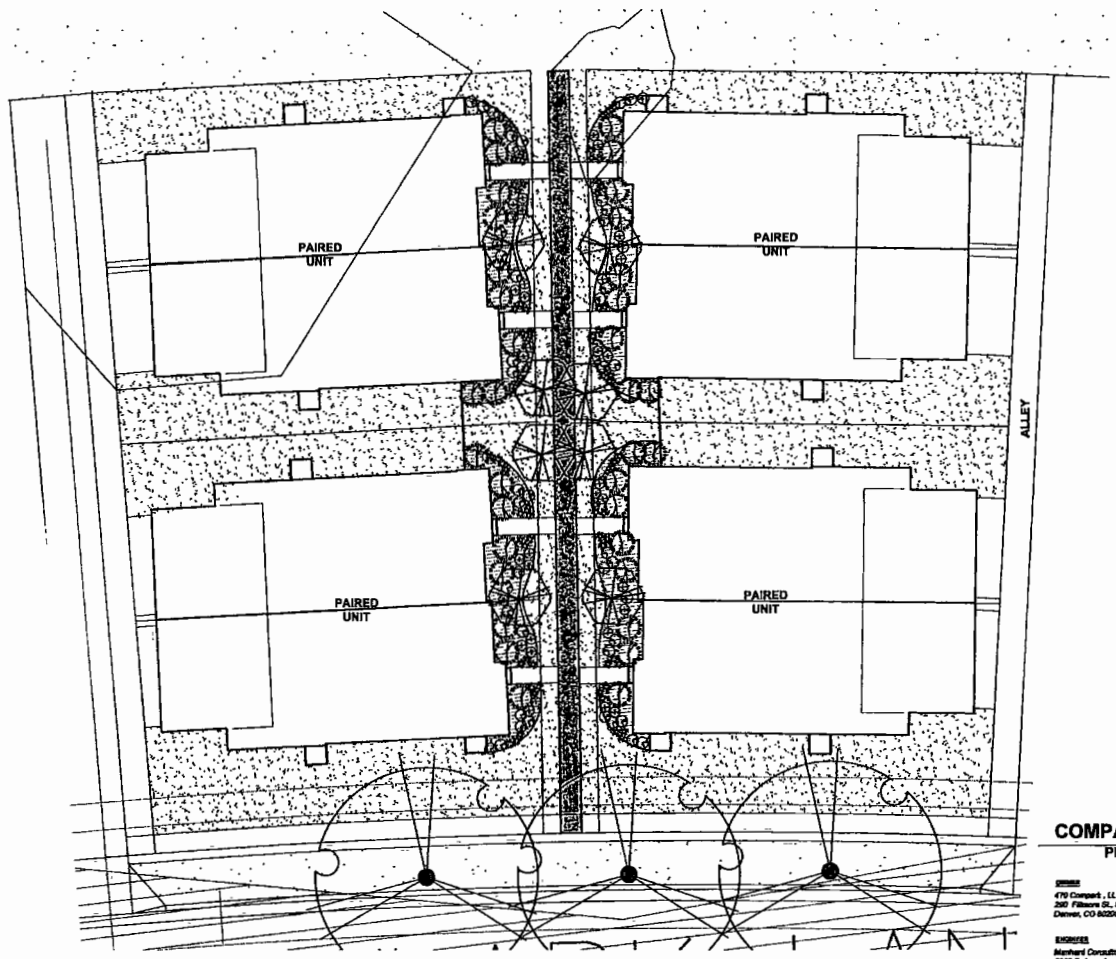
32.86 ACRES, 190 RESIDENTIAL UNITS, 20 TRACTS

PLANT SYMBOL LEGEND

- KENTUCKY COFFEE TREE (KC)
- WESTERN CATALPA (CA)
- SHADEMASTER HONEYLOCUST (SHL)
- BUR OAK (BO)
- SWAMP WHITE OAK (SWO)
- ORNAMENTAL TREE
- DECIDUOUS SHRUB #1
- DECIDUOUS SHRUB #2
- ORNAMENTAL GRASSES
- EVERGREEN SHRUB #1
- EVERGREEN SHRUB #2

GROUND COVER LEGEND

- TURF
- SHREDDED WOOD MULCH



COMPARK VILLAGE SOUTH FILING NO. 2

PRELIMINARY MUSE (A) LANDSCAPE TEMPLATE

OWNER
470 Compark, LLC
200 Fillmore St., Suite 2
Denver, CO 80206

LANDSCAPE ARCHITECT
Plan West, Inc.
767 Santa Fe Drive
Denver, CO 80204
(303) 741-1411

ENGINEER
Manhard Consulting
8000 E. Arapahoe Ct. Suite 110
Centennial 80112
(303) 531-5213

Town of Parker
Colorado

job no. 2015/20
date 1-12-2016
revisions 7-05-2016
8-09-2016

sheet L5 of L13

0 5' 10' 20'
Scale 1" = 10'
North

PLANWEST
PLANNING | SITE DESIGN | LANDSCAPE ARCHITECTURE | ENTITLEMENTS
767 Santa Fe Drive
Denver, Colorado, 80204
planwest.com
303-741-1411

THE REPRODUCTION OF ANY INFORMATION, REGARDLESS OF ... OR FORM ... PURPOSE OF DISCUSSION ... OR REPRODUCTION OF PLAN ... IS TO BE REFERRED TO ... OF THE INFORMATION.

COMPARK VILLAGE SOUTH FILING NO. 2
PRELIMINARY LANDSCAPE PLAN

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

PLANNING AREA 17 & 18

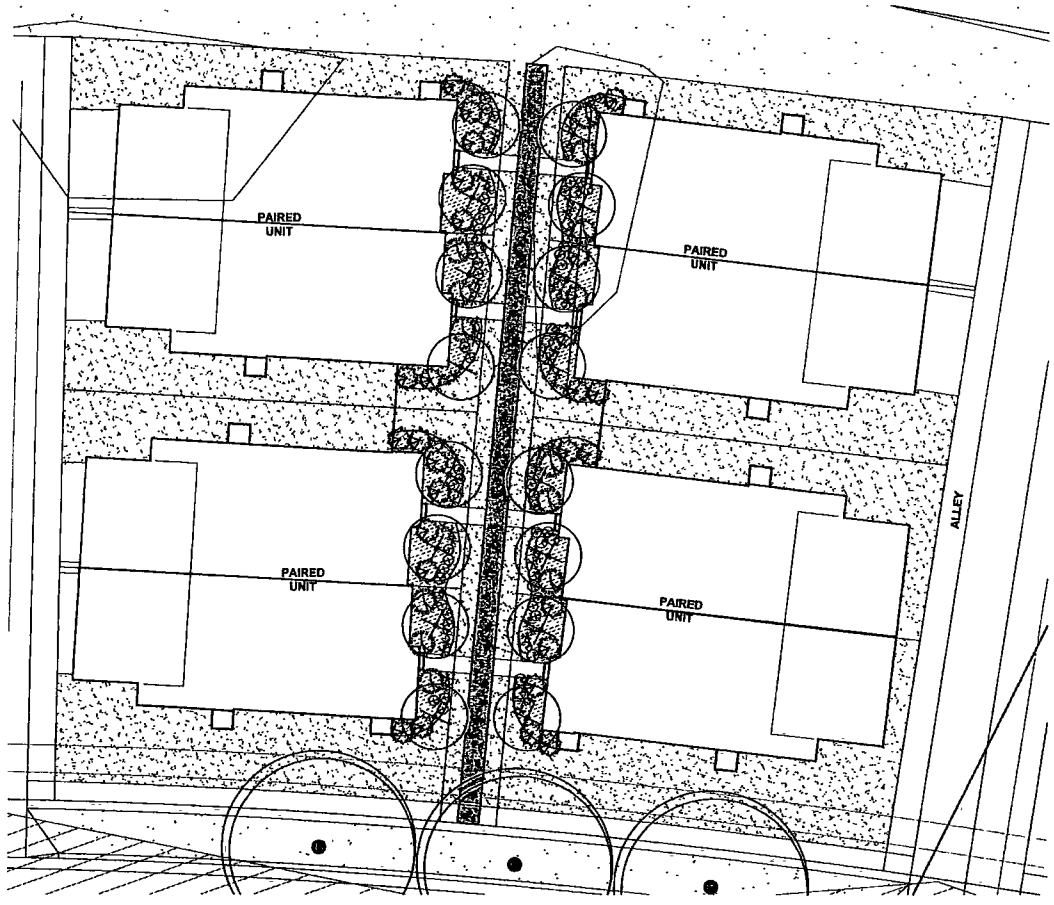
32.86 ACRES, 190 RESIDENTIAL UNITS, 20 TRACTS

PLANT SYMBOL LEGEND

- KENTUCKY COFFEE TREE (KC)
- WESTERN CATALPA (CA)
- SHADEMASTER HONEYLOCUST (SHL)
- BUR OAK (BO)
- SWAMP WHITE OAK (SWO)
- ORNAMENTAL TREE
- DECIDUOUS SHRUB #1
- DECIDUOUS SHRUB #2
- ORNAMENTAL GRASSES
- EVERGREEN SHRUB #1
- EVERGREEN SHRUB #2

GROUND COVER LEGEND

- TURF
- SHREDDED WOOD MULCH



COMPARK VILLAGE SOUTH FILING NO. 2

PRELIMINARY MUSE (B) LANDSCAPE TEMPLATE

OWNER
470 Compark, LLC
250 Fillmore St., Suite 3
Denver, CO 80206

LANDSCAPE ARCHITECT
Plan West, Inc.
767 Santa Fe Drive
Denver, CO 80204
(303) 741-1411

ENGINEER
Manhard Consulting
8008 E. Arapahoe Ct. Suite 110
Centennial 80112
(303) 631-3212

Town of Parker
Colorado

job no. 2015/20
date 1-12-2016
revisions 4-22-2016
8-09-2016

sheet L6 of L13

North

0 5' 10' 20'
Scale 1" = 10'

PLANWEST
PLANNING | SITE DESIGN | LANDSCAPE ARCHITECTURE | ENTITLEMENTS
767 Santa Fe Drive
Denver, Colorado, 80204
planwest.com
303-741-1411

THE REPRODUCTION OF ANY OF THESE DRAWINGS, DOCUMENTS, OR INSTRUMENTS OF SERVICE, EXPRESSED OR IMPLIED, IN WHOLE OR IN PART, FOR ANY PURPOSE OF DISCLOSURE OR USE OF INFORMATION HELD, INCLUDING BUT NOT LIMITED TO, REPRODUCTION OF THESE DRAWINGS AND ANY DERIVATIVE & SUPERIMPOSING OF PLAN, WITHOUT AS TO THE INTEGRITY OR ACCURACY OF THE INFORMATION.

COMPARK VILLAGE SOUTH FILING NO. 2
PRELIMINARY LANDSCAPE PLAN

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

PLANNING AREA 17 & 18

32.86 ACRES, 190 RESIDENTIAL UNITS, 20 TRACTS

LANDSCAPE PLANT SCHEDULE

QTY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	HYDRO ZONE	SIZE
Deciduous Trees					
19	BO	Bur Oak	Quercus macrocarpa	Xeric	2.5" Cal.
27	CA	Western Catalpa	Catalpa speciosa	Xeric	2 5" Cal.
18	KC	Kentucky Coffee Tree	Gymnoclades dioicus	Xeric	2.5" Cal.
45	SHL	Shademaster Honeylocust	Gleditsia triacanthos inermis 'Shademaster'	Xeric	2 5" Cal
56	SWO	Swamp White Oak	Quercus bicolor	Xeric	2.5" Cal.
Deciduous Shrubs					
5	AF	Russian Sage	Perovskia artiplicifolia	Xeric	#5
Evergreen Shrubs					
5	CS	Moonlight Broom	Cytisus Scoparius 'Moonlight'	Xeric	#5
Perennial Grass					
6	FG	Blue Fescue	Festeuca glauca 'Elijah Blue'	Xeric	#1
Groundcover					
190,000 sf	TURF				Sod
130,800 sf	Mix 2				Seed

Note: Town of Parker Native Seed Mix 2

22% Slender Wheatgrass
18% Sodar Streambank Wheatgrass
13% Arizona Fescue
13% Blue Grama
12% Buffalo Grass
12% Barley or Oats
5% Spike Muhly
5% Indian Rice Grass

LANDSCAPE NOTES

1. THE REPRODUCTION OF ANY INFORMATION GENERATED BY ENGINEERS AND ARCHITECTS ON THESE DRAWINGS IS FOR THE EXPRESS PURPOSE OF COORDINATION AND EASE OF REFERENCE ONLY. INCLUSION OF SAID INFORMATION ON THESE DRAWINGS DOES NOT CONSTITUTE A REPRESENTATION BY PLAN WEST, INC. AS TO THE SUFFICIENCY OR ACCURACY OF SAID INFORMATION.
2. VERIFY FIELD CONDITIONS AND NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH THE WORK. PROVIDE A STAKED LAYOUT OF NEW SITE IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, PLANTING LAYOUT, BED LINES, CONCRETE FLATWORK, PLAYGROUNDS, ENTRY MONUMENTATION, LANDSCAPE WALLS, CONCRETE CURBS, AND TURF AREAS FOR APPROVAL PRIOR TO BEGINNING WORK.
3. LOCATION OF EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO ACTUAL CONSTRUCTION FOR INFORMATION CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO @ 1-800-922-1987
4. PLANT MATERIAL QUALITY SHALL COMPLY WITH THE CURRENT A.N.A. STANDARDS FOR NURSERY STOCK. PLANT MATERIAL SHALL MEET OR EXCEED THE SIZES SPECIFIED ALL TREES SHALL HAVE WELL BRANCHED TOPS WITH STRAIGHT, WELL DEVELOPED SINGLE LEADERS UNLESS OTHERWISE SPECIFIED IN THE PLANT SCHEDULE. THE LANDSCAPE ARCHITECT (PLAN WEST, INC) RESERVES THE RIGHT TO REFUSE PLANT MATERIAL OF IMPROPER QUALITY.
5. ALL LANDSCAPED AREAS ARE TO RECEIVE ORGANIC SOIL PREPARATION AT THE RATE OF 4 CY PER 1000 SF AND TILLED TO A DEPTH OF 6 INCHES
6. PLANT MATERIAL WITHIN THE SIGHT TRIANGLES WILL HAVE A MATURE HEIGHT OF 36 INCHES OR LESS ABOVE THE ELEVATION OF THE FLOWLINE. NEW TREES, ONCE MATURE, SHALL BE LIMBED TO A MINIMUM HEIGHT OF 8 FEET
7. CONTRACTOR SHALL SECURE AND PAY ALL APPLICABLE TAXES, PERMITS AND FEES IN CONNECTION WITH THE WORK UNDER THE CONTRACT, PROVIDE FOR PROTECTION OF ALL UTILITIES, PRIVATE OR PUBLIC PROPERTY, PUBLIC SAFETY, AND EXISTING SITE IMPROVEMENTS FOR THE DURATION OF THE CONTRACT AND COSTS TO THE OWNER THE CONTRACTOR SHALL KEEP THE PREMISES CLEAN AND ORDERLY AND DISPOSE OF WASTE AND DEBRIS AT AN APPROVED LOCATION OFF-SITE DAILY DURING CONSTRUCTION AND PRIOR TO FINAL ACCEPTANCE.

COMPARK VILLAGE SOUTH FILING NO. 2

PRELIMINARY LANDSCAPE PLAN - SCHEDULE AND NOTES

OWNER
470 Compark , LLC
290 Fillmore St., Suite 2
Denver, CO 80206

LANDSCAPE ARCHITECT
Plan West, Inc.
767 Santa Fe Drive
Denver, CO 80204
(303) 741-1411

ENGINEER
Manhard Consulting
8008 E. Arapahoe Ct. Suite 110
Centennial 80112
(303) 851-3213

Town of Parker
Colorado

job no. 2919/20
date 1-13-2016
revisions 7-8-2016
8-08-2016

sheet L7 of L1.3

PLANWEST

PLANNING | SITE DESIGN | LANDSCAPE ARCHITECTURE | ENTITLEMENTS
767 Santa Fe Drive
Denver, Colorado, 80204
303-741-1411
planwest.com

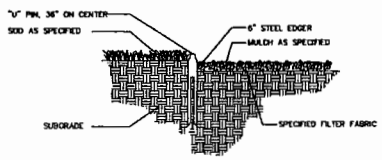
THE REPRODUCTION OF ANY INFORMATION GENERATED BY ENGINEERS, ARCHITECTS OR OTHER CONSULTANTS, AS WELL AS THE DESIGNS ON THE CONTRACT DRAWINGS, OR OTHER DOCUMENTS OR DATA, SHALL BE FOR COORDINATION AND EASE OF REFERENCE ONLY. INCLUSION OF SAID INFORMATION ON THESE DRAWINGS DOES NOT CONSTITUTE A REPRESENTATION BY PLAN WEST, INC. AS TO THE SUFFICIENCY OR ACCURACY OF SAID INFORMATION.

COMPARK VILLAGE SOUTH FILING NO. 2
PRELIMINARY LANDSCAPE PLAN

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

PLANNING AREA 17 & 18

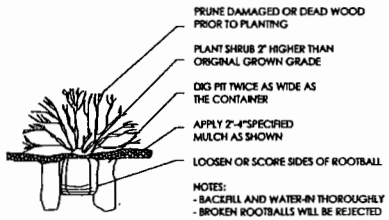
32.86 ACRES, 190 RESIDENTIAL UNITS, 20 TRACTS



1 STEEL EDGER DETAIL

NOT TO SCALE

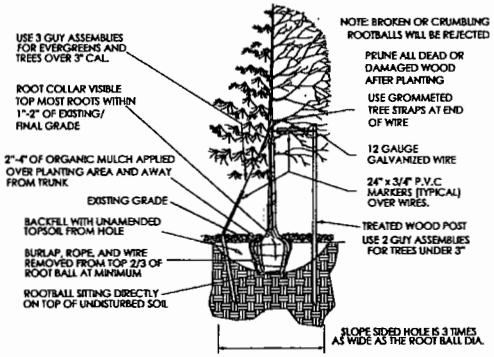
TOWN OF PARKER PLANTING DETAIL - SHRUBS



2 TYPICAL SHRUB PLANTING DETAIL

NOT TO SCALE

TOWN OF PARKER PLANTING STANDARDS

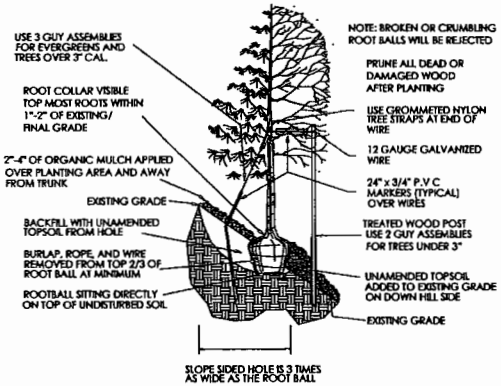


- Excavate planting holes with sloping sides. Make excavations at least three times as wide as the root ball diameter and no deeper than the distance from the top most roots in the root ball to the bottom of the root ball to allow for settling. Do not disturb soil at bottom of planting holes, but do score the sides of the planting hole. The planting area shall be loosened and aerated at least three times the diameter of the root ball. Backfill shall consist of existing on site topsoil – no amendments shall be used unless otherwise specified.
- Trees shall be planted with the root collar/flare visible above grade AND two or more structural roots located within the top 1" to 2" of the root ball/finished grade measured 3" to 4" from trunk. This includes trees that are set on slopes (see slope planting detail). Trees that do not have a visible root collar shall be rejected. Do not cover the root ball with soil.
- When root ball will remain intact, cut off bottom 1/4 of wire basket before placing tree in hole, cut off remainder of basket AFTER tree is set in hole, remove basket completely. At a minimum, the top 2/3 of the burlap and basket shall be removed from the root ball on all trees. Remove all nylon ties, twine, rope and burlap. Remove unnecessary packing material.
- Form soil into a 3" to 5" tall watering ring (saucer) around planting area. This is not necessary in irrigated turf areas. Apply 2" to 4" depth of specified mulch over planting area and inside saucers, away from trunk.
- Staking and guying of trees is optional in most planting situations. In areas of extreme winds, or on steep slopes, staking may be required to stabilize trees. Staking and guying must be removed within 1 year of planting date.
- Tree wrap is *not* to be used on any new plantings, except in late fall planting situations, and only then after consultation with the Town Arborist.
- Resetting of improperly planted trees will only be allowed if it is determined that doing so will in no way compromise the root ball, and shall only be done with approval of the Town Arborist.

3 TYPICAL TREE PLANTING DETAIL

NOT TO SCALE

TOWN OF PARKER TREE PLANTING DETAIL - SLOPES



4 TYPICAL TREE PLANTING DETAIL (ON SLOPE)

NOT TO SCALE

COMPARK VILLAGE SOUTH FILING NO. 2

PRELIMINARY LANDSCAPE PLAN - DETAILS

OWNER
470 Compark, LLC
390 Filmore St., Suite 2
Denver, CO 80206

ENGINEER
Manhard Consulting
8008 E. Arapahoe Ct. Suite 110
Centennial 80112
(303) 531-5213

LANDSCAPE ARCHITECT
Plan West, Inc.
767 Santa Fe Drive
Denver, CO 80204
(303) 741-9411

Town of Parker
Colorado

job no. 2015020
date 1-13-2015
revisions 7-8-2015
8-09-2015

sheet L8 of L13

PLANWEST

THE REPRODUCTION OF THE INFORMATION, REPORTS, OF ARCHITECTS, ENGINEERS, OR OTHER CONSULTANTS, AS THEY RELATE TO THIS THE SUBJECT PROPERTY OF THE PROFESSIONAL OR FIRM, AT REFERENCE HERE, INCLUDING OF THE INFORMATION OR THEIR SUBMITTED WITH THE EXPRESSED, A REPRESENTATION OF THEIR WORK IS TO BE INTERPRETED OR ACCEPTED BY THE PROFESSIONAL.

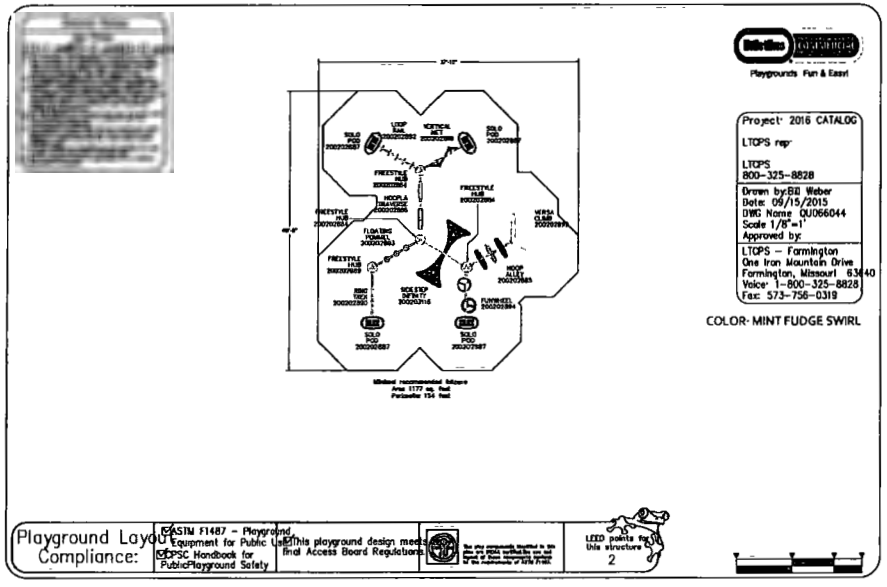
PLANNING | SITE DESIGN | LANDSCAPE ARCHITECTURE | ENTITLEMENTS
767 Santa Fe Drive
planwest.com
Denver, Colorado, 80204
303-741-9411

COMPARK VILLAGE SOUTH FILING NO. 2
PRELIMINARY LANDSCAPE PLAN

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

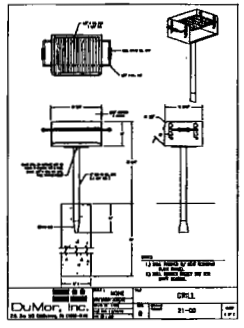
PLANNING AREA 17 & 18

32.86 ACRES, 190 RESIDENTIAL UNITS, 20 TRACTS



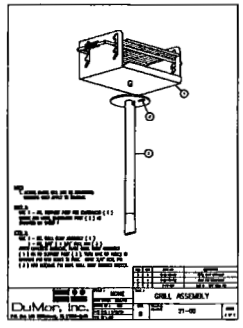
1 PLAYGROUND DETAIL

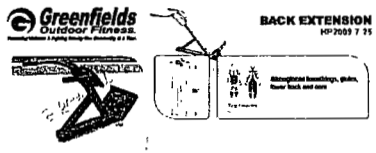
1/8"=1'-0"



4 GRILL DETAIL

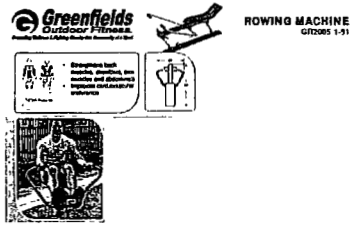
NOT TO SCALE





5 OUTDOOR FITNESS DETAIL

NOT TO SCALE

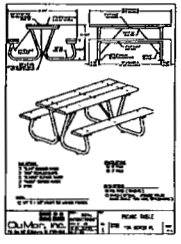


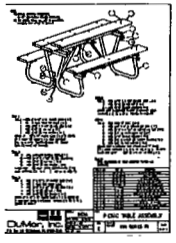
6 OUTDOOR FITNESS DETAIL

NOT TO SCALE

7 OUTDOOR FITNESS DETAIL

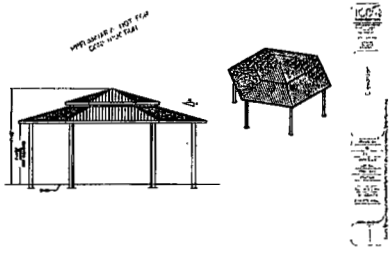
NOT TO SCALE





2 PICNIC TABLE DETAIL

NOT TO SCALE



3 PICNIC SHELTER DETAIL

NOT TO SCALE

COMPARK VILLAGE SOUTH FILING NO. 2

PRELIMINARY LANDSCAPE PLAN - DETAILS

OWNER
470 Compark, LLC
290 Fillmore St., Suite 2
Denver, CO 80206

LANDSCAPE ARCHITECT
Plan West, Inc.
767 Santa Fe Drive
Denver, CO 80204
(303) 741-4411

ENGINEER
Manhard Consulting
8008 E. Arapahoe Ct. Suite 110
Centennial 80112
(303) 831-3213

Town of Parker
Colorado

job no. 2015/20
date 1-13-2016
revisions 7-8-2016
8-09-2016

sheet L9 of L13

PLANWEST

PLANNING | SITE DESIGN | LANDSCAPE ARCHITECTURE | ENTITLEMENTS
767 Santa Fe Drive
Denver, Colorado, 80204
planwest.com
303-741-4411

THE REPRODUCTION OF ANY INFORMATION CONTAINED BY ANY MEANS, INCLUDING BUT NOT LIMITED TO ELECTRONIC OR MECHANICAL REPRODUCTION, INCLUDING BY PHOTOCOPY OR FAX, IS PROHIBITED WITHOUT THE EXPRESS WRITTEN CONSENT OF PLAN WEST. THIS DOCUMENT MAY NOT BE COPIED OR REPRODUCED IN ITS ENTIRETY OR ANY PORTION THEREOF.

COMPARK VILLAGE SOUTH FILING NO. 2
PRELIMINARY LANDSCAPE PLAN

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

PLANNING AREA 17 & 18

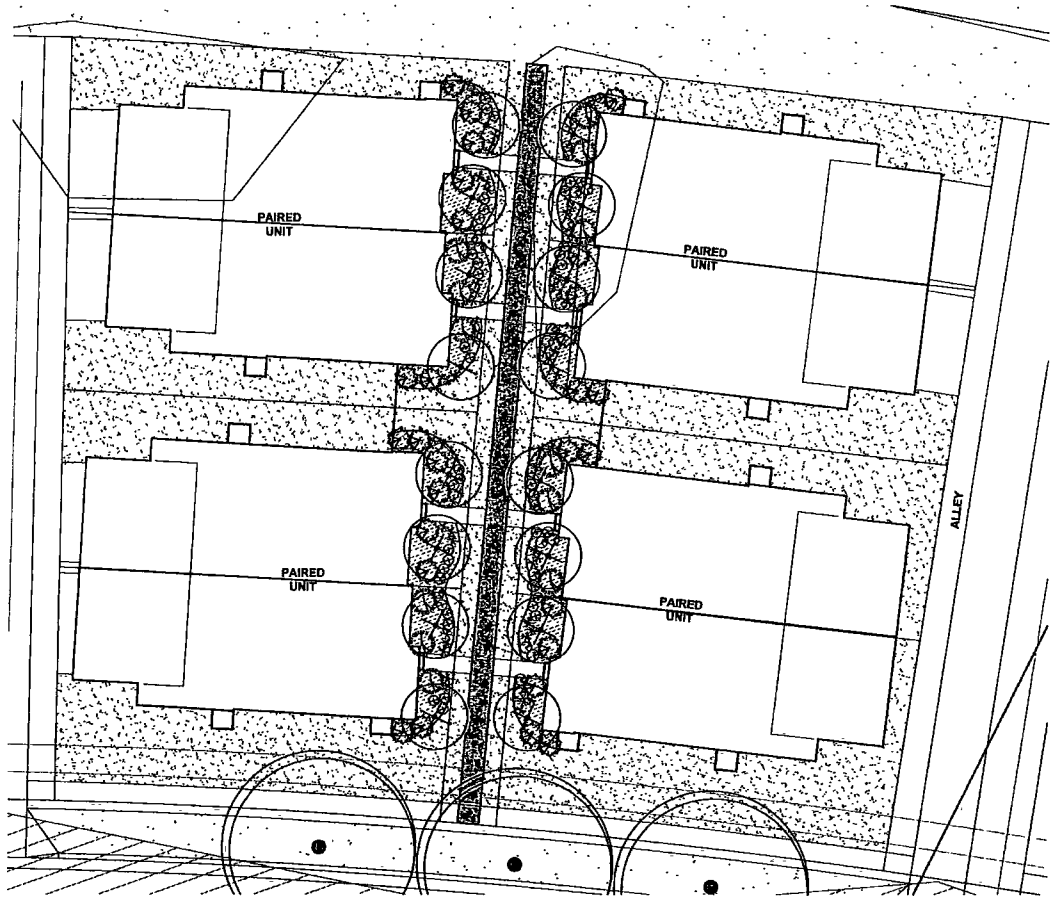
32.86 ACRES, 190 RESIDENTIAL UNITS, 20 TRACTS

PLANT SYMBOL LEGEND

- KENTUCKY COFFEE TREE (KC)
- WESTERN CATALPA (CA)
- SHADEMASTER HONEYLOCUST (SHL)
- BUR OAK (BO)
- SWAMP WHITE OAK (SWO)
- ORNAMENTAL TREE
- DECIDUOUS SHRUB #1
- DECIDUOUS SHRUB #2
- ORNAMENTAL GRASSES
- EVERGREEN SHRUB #1
- EVERGREEN SHRUB #2

GROUND COVER LEGEND

- TURF
- SHREDDED WOOD MULCH



COMPARK VILLAGE SOUTH FILING NO. 2

PRELIMINARY MUSE (B) LANDSCAPE TEMPLATE

OWNER
470 Compark, LLC
250 Fillmore St., Suite 3
Denver, CO 80206

LANDSCAPE ARCHITECT
Plan West, Inc.
767 Santa Fe Drive
Denver, CO 80204
(303) 741-1411

ENGINEER
Manhard Consulting
8008 E. Arapahoe Ct. Suite 110
Centennial 80112
(303) 631-3212

Town of Parker
Colorado

job no. 2015/20
date 1-12-2016
revisions 4-22-2016
8-09-2016

sheet L6 of L13

North

0 5' 10' 20'
Scale 1" = 10'

PLANWEST
PLANNING | SITE DESIGN | LANDSCAPE ARCHITECTURE | ENTITLEMENTS
767 Santa Fe Drive
Denver, Colorado, 80204
planwest.com
303-741-1411

THE REPRODUCTION OF ANY OF THESE DRAWINGS, DOCUMENTS, OR INSTRUMENTS OF SERVICE, EXPRESSED OR IMPLIED, IN WHOLE OR IN PART, FOR ANY PURPOSE OF DISCLOSURE OR USE OF INFORMATION HELD, INCLUDING BUT NOT LIMITED TO, REPRODUCTION OF THESE DRAWINGS AND ANY DERIVATIVE & SUPERIMPOSING OF PLAN, WITHOUT AS TO THE INTEGRITY OR ACCURACY OF THE INFORMATION.

COMPARK VILLAGE SOUTH FILING NO. 2
PRELIMINARY LANDSCAPE PLAN

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

PLANNING AREA 17 & 18

32.86 ACRES, 190 RESIDENTIAL UNITS, 20 TRACTS

LANDSCAPE PLANT SCHEDULE

QTY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	HYDRO ZONE	SIZE
Deciduous Trees					
19	BO	Bur Oak	Quercus macrocarpa	Xeric	2.5" Cal.
27	CA	Western Catalpa	Catalpa speciosa	Xeric	2 5" Cal.
18	KC	Kentucky Coffee Tree	Gymnoclades dioicus	Xeric	2.5" Cal.
45	SHL	Shademaster Honeylocust	Gleditsia triacanthos inermis 'Shademaster'	Xeric	2 5" Cal
56	SWO	Swamp White Oak	Quercus bicolor	Xeric	2.5" Cal.
Deciduous Shrubs					
5	AF	Russian Sage	Perovskia artiplicifolia	Xeric	#5
Evergreen Shrubs					
5	CS	Moonlight Broom	Cytisus Scoparius 'Moonlight'	Xeric	#5
Perennial Grass					
6	FG	Blue Fescue	Festeuca glauca 'Elijah Blue'	Xeric	#1
Groundcover					
190,000 sf	TURF				Sod
130,800 sf	Mix 2				Seed

Note: Town of Parker Native Seed Mix 2

22% Slender Wheatgrass
18% Sodar Streambank Wheatgrass
13% Arizona Fescue
13% Blue Grama
12% Buffalo Grass
12% Barley or Oats
5% Spike Muhly
5% Indian Rice Grass

LANDSCAPE NOTES

1. THE REPRODUCTION OF ANY INFORMATION GENERATED BY ENGINEERS AND ARCHITECTS ON THESE DRAWINGS IS FOR THE EXPRESS PURPOSE OF COORDINATION AND EASE OF REFERENCE ONLY. INCLUSION OF SAID INFORMATION ON THESE DRAWINGS DOES NOT CONSTITUTE A REPRESENTATION BY PLAN WEST, INC. AS TO THE SUFFICIENCY OR ACCURACY OF SAID INFORMATION.
2. VERIFY FIELD CONDITIONS AND NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH THE WORK. PROVIDE A STAKED LAYOUT OF NEW SITE IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, PLANTING LAYOUT, BED LINES, CONCRETE FLATWORK, PLAYGROUNDS, ENTRY MONUMENTATION, LANDSCAPE WALLS, CONCRETE CURBS, AND TURF AREAS FOR APPROVAL PRIOR TO BEGINNING WORK.
3. LOCATION OF EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO ACTUAL CONSTRUCTION FOR INFORMATION CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO @ 1-800-922-1987
4. PLANT MATERIAL QUALITY SHALL COMPLY WITH THE CURRENT A.N.A. STANDARDS FOR NURSERY STOCK. PLANT MATERIAL SHALL MEET OR EXCEED THE SIZES SPECIFIED ALL TREES SHALL HAVE WELL BRANCHED TOPS WITH STRAIGHT, WELL DEVELOPED SINGLE LEADERS UNLESS OTHERWISE SPECIFIED IN THE PLANT SCHEDULE. THE LANDSCAPE ARCHITECT (PLAN WEST, INC) RESERVES THE RIGHT TO REFUSE PLANT MATERIAL OF IMPROPER QUALITY.
5. ALL LANDSCAPED AREAS ARE TO RECEIVE ORGANIC SOIL PREPARATION AT THE RATE OF 4 CY PER 1000 SF AND TILLED TO A DEPTH OF 6 INCHES
6. PLANT MATERIAL WITHIN THE SIGHT TRIANGLES WILL HAVE A MATURE HEIGHT OF 36 INCHES OR LESS ABOVE THE ELEVATION OF THE FLOWLINE. NEW TREES, ONCE MATURE, SHALL BE LIMBED TO A MINIMUM HEIGHT OF 8 FEET
7. CONTRACTOR SHALL SECURE AND PAY ALL APPLICABLE TAXES, PERMITS AND FEES IN CONNECTION WITH THE WORK UNDER THE CONTRACT, PROVIDE FOR PROTECTION OF ALL UTILITIES, PRIVATE OR PUBLIC PROPERTY, PUBLIC SAFETY, AND EXISTING SITE IMPROVEMENTS FOR THE DURATION OF THE CONTRACT AND COSTS TO THE OWNER THE CONTRACTOR SHALL KEEP THE PREMISES CLEAN AND ORDERLY AND DISPOSE OF WASTE AND DEBRIS AT AN APPROVED LOCATION OFF-SITE DAILY DURING CONSTRUCTION AND PRIOR TO FINAL ACCEPTANCE.

COMPARK VILLAGE SOUTH FILING NO. 2

PRELIMINARY LANDSCAPE PLAN - SCHEDULE AND NOTES

OWNER
470 Compark , LLC
290 Fillmore St., Suite 2
Denver, CO 80206

LANDSCAPE ARCHITECT
Plan West, Inc.
767 Santa Fe Drive
Denver, CO 80204
(303) 741-1411

ENGINEER
Manhard Consulting
8008 E. Arapahoe Ct. Suite 110
Centennial 80112
(303) 851-3213

Town of Parker
Colorado

job no. 2919/20
date 1-13-2016
revisions 7-8-2016
8-08-2016

sheet L7 of L1.3

PLANWEST

PLANNING | SITE DESIGN | LANDSCAPE ARCHITECTURE | ENTITLEMENTS
767 Santa Fe Drive
Denver, Colorado, 80204
303-741-1411
planwest.com

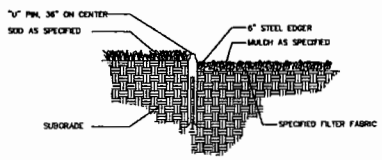
THE REPRODUCTION OF ANY INFORMATION GENERATED BY ENGINEERS, ARCHITECTS OR OTHER CONSULTANTS, AS WELL AS THE DESIGNS ON THE CONTRACT DRAWINGS, OR OTHER DOCUMENTS OR DATA, SHALL BE FOR COORDINATION AND EASE OF REFERENCE ONLY. INCLUSION OF SAID INFORMATION ON THESE DRAWINGS DOES NOT CONSTITUTE A REPRESENTATION BY PLAN WEST, INC. AS TO THE SUFFICIENCY OR ACCURACY OF SAID INFORMATION.

COMPARK VILLAGE SOUTH FILING NO. 2
PRELIMINARY LANDSCAPE PLAN

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

PLANNING AREA 17 & 18

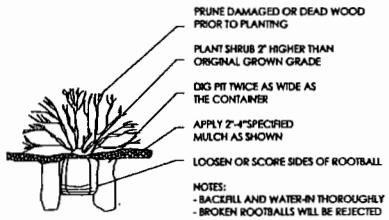
32.86 ACRES, 190 RESIDENTIAL UNITS, 20 TRACTS



1 STEEL EDGER DETAIL

NOT TO SCALE

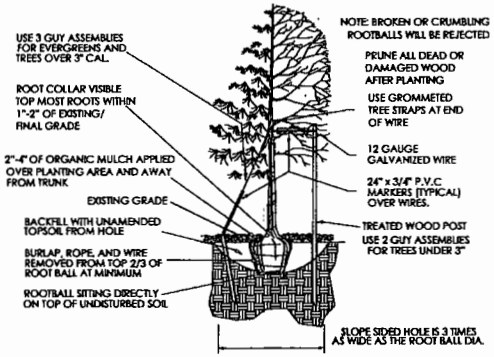
TOWN OF PARKER PLANTING DETAIL - SHRUBS



2 TYPICAL SHRUB PLANTING DETAIL

NOT TO SCALE

TOWN OF PARKER PLANTING STANDARDS

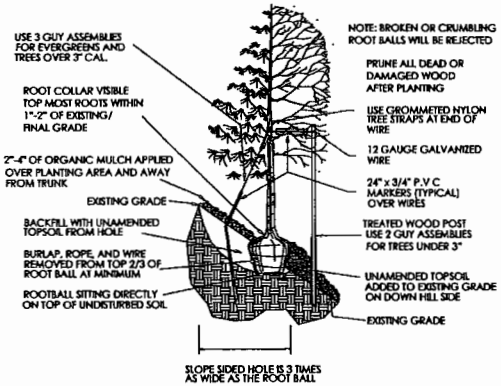


- Excavate planting holes with sloping sides. Make excavations at least three times as wide as the root ball diameter and no deeper than the distance from the top most roots in the root ball to the bottom of the root ball to allow for settling. Do not disturb soil at bottom of planting holes, but do score the sides of the planting hole. The planting area shall be loosened and aerated at least three times the diameter of the root ball. Backfill shall consist of existing on site topsoil – no amendments shall be used unless otherwise specified.
- Trees shall be planted with the root collar/flare visible above grade AND two or more structural roots located within the top 1" to 2" of the root ball/finished grade measured 3" to 4" from trunk. This includes trees that are set on slopes (see slope planting detail). Trees that do not have a visible root collar shall be rejected. Do not cover the root ball with soil.
- When root ball will remain intact, cut off bottom 1/4 of wire basket before placing tree in hole, cut off remainder of basket AFTER tree is set in hole, remove basket completely. At a minimum, the top 2/3 of the burlap and basket shall be removed from the root ball on all trees. Remove all nylon ties, twine, rope and burlap. Remove unnecessary packing material.
- Form soil into a 3" to 5" tall watering ring (saucer) around planting area. This is not necessary in irrigated turf areas. Apply 2" to 4" depth of specified mulch over planting area and inside saucers, away from trunk.
- Staking and guying of trees is optional in most planting situations. In areas of extreme winds, or on steep slopes, staking may be required to stabilize trees. Staking and guying must be removed within 1 year of planting date.
- Tree wrap is *not* to be used on any new plantings, except in late fall planting situations, and only then after consultation with the Town Arborist.
- Resetting of improperly planted trees will only be allowed if it is determined that doing so will in no way compromise the root ball, and shall only be done with approval of the Town Arborist.

3 TYPICAL TREE PLANTING DETAIL

NOT TO SCALE

TOWN OF PARKER TREE PLANTING DETAIL - SLOPES



4 TYPICAL TREE PLANTING DETAIL (ON SLOPE)

NOT TO SCALE

COMPARK VILLAGE SOUTH FILING NO. 2

PRELIMINARY LANDSCAPE PLAN - DETAILS

OWNER
470 Compark, LLC
390 Filmore St., Suite 2
Denver, CO 80206

ENGINEER
Manhard Consulting
8008 E. Arapahoe Ct. Suite 110
Centennial 80112
(303) 531-5213

LANDSCAPE ARCHITECT
Plan West, Inc.
767 Santa Fe Drive
Denver, CO 80204
(303) 741-9411

Town of Parker
Colorado

job no. 2015020
date 1-13-2015
revisions 7-8-2015
8-09-2015

sheet L8 of L13

PLANWEST

THE REPRODUCTION OF THE INFORMATION, REPORTS, OF ARCHITECTS, ENGINEERS, OR OTHER CONSULTANTS, AS THEY RELATE TO THIS THE SUBJECT PROPERTY OF THE PROFESSIONAL OR FIRM, AT REFERENCE HERE, INCLUDING OF THE INFORMATION OR THEIR SUBMITTED WITH THE EXPRESSED, A REPRESENTATION OF THEIR WORK IS TO BE INTERPRETED OR ACCEPTED BY THE PROFESSIONAL.

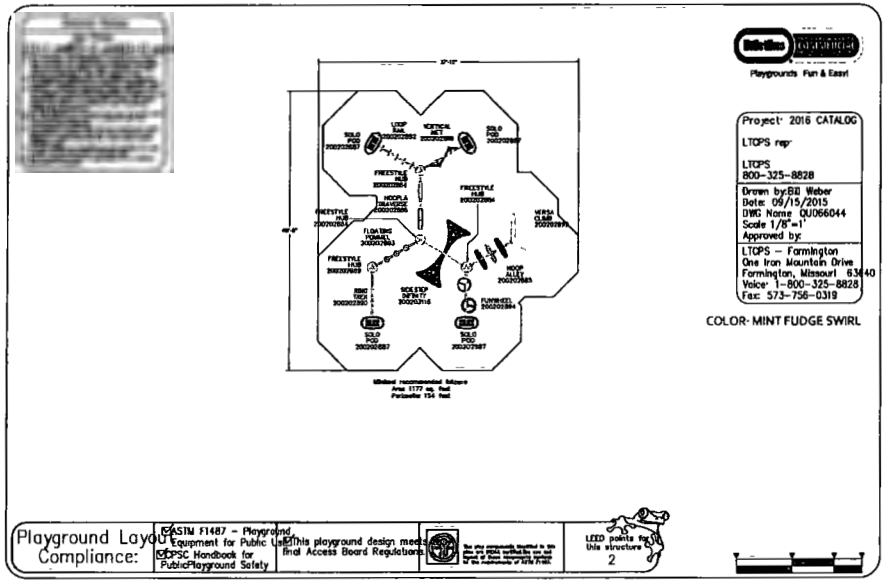
PLANNING | SITE DESIGN | LANDSCAPE ARCHITECTURE | ENTITLEMENTS
767 Santa Fe Drive
planwest.com
Denver, Colorado, 80204
303-741-9411

COMPARK VILLAGE SOUTH FILING NO. 2
PRELIMINARY LANDSCAPE PLAN

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

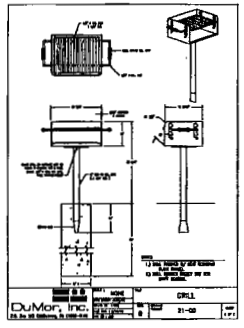
PLANNING AREA 17 & 18

32.86 ACRES, 190 RESIDENTIAL UNITS, 20 TRACTS



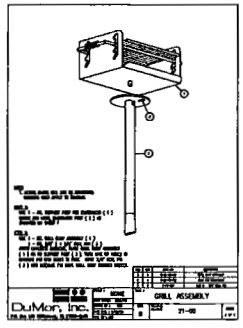
1 PLAYGROUND DETAIL

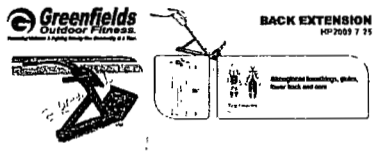
1/8"=1'-0"



4 GRILL DETAIL

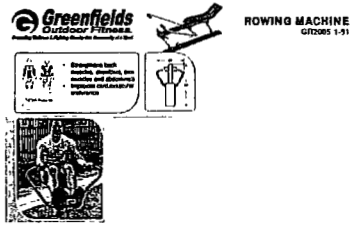
NOT TO SCALE





5 OUTDOOR FITNESS DETAIL

NOT TO SCALE

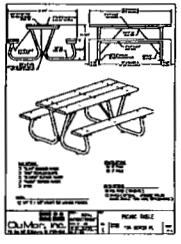


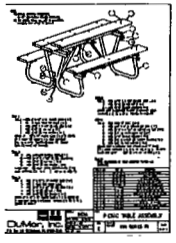
6 OUTDOOR FITNESS DETAIL

NOT TO SCALE

7 OUTDOOR FITNESS DETAIL

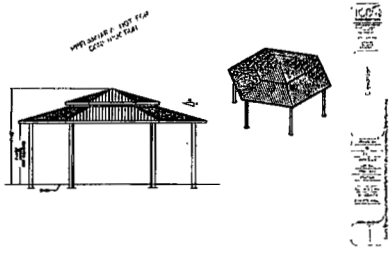
NOT TO SCALE





2 PICNIC TABLE DETAIL

NOT TO SCALE



3 PICNIC SHELTER DETAIL

NOT TO SCALE

COMPARK VILLAGE SOUTH FILING NO. 2

PRELIMINARY LANDSCAPE PLAN - DETAILS

OWNER
470 Compark, LLC
290 Fillmore St., Suite 2
Denver, CO 80206

LANDSCAPE ARCHITECT
Plan West, Inc.
767 Santa Fe Drive
Denver, CO 80204
(303) 741-4411

ENGINEER
Manhard Consulting
8008 E. Arapahoe Ct. Suite 110
Centennial 80112
(303) 831-3213

Town of Parker
Colorado

job no. 2015/20
date 1-13-2016
revisions 7-8-2016
8-09-2016

sheet L9 of L13

PLANWEST

PLANNING | SITE DESIGN | LANDSCAPE ARCHITECTURE | ENTITLEMENTS
767 Santa Fe Drive
Denver, Colorado, 80204
planwest.com
303-741-4411

THE REPRODUCTION OF ANY INFORMATION CONTAINED BY ANY MEANS, INCLUDING BUT NOT LIMITED TO ELECTRONIC OR MECHANICAL REPRODUCTION, INCLUDING BY PHOTOCOPY OR FAX, IS PROHIBITED WITHOUT THE EXPRESS WRITTEN CONSENT OF PLAN WEST. THIS DOCUMENT MAY NOT BE COPIED OR REPRODUCED IN ITS ENTIRETY OR ANY PORTION THEREOF.

COMPARK VILLAGE SOUTH FILING NO. 2
PRELIMINARY LANDSCAPE PLAN

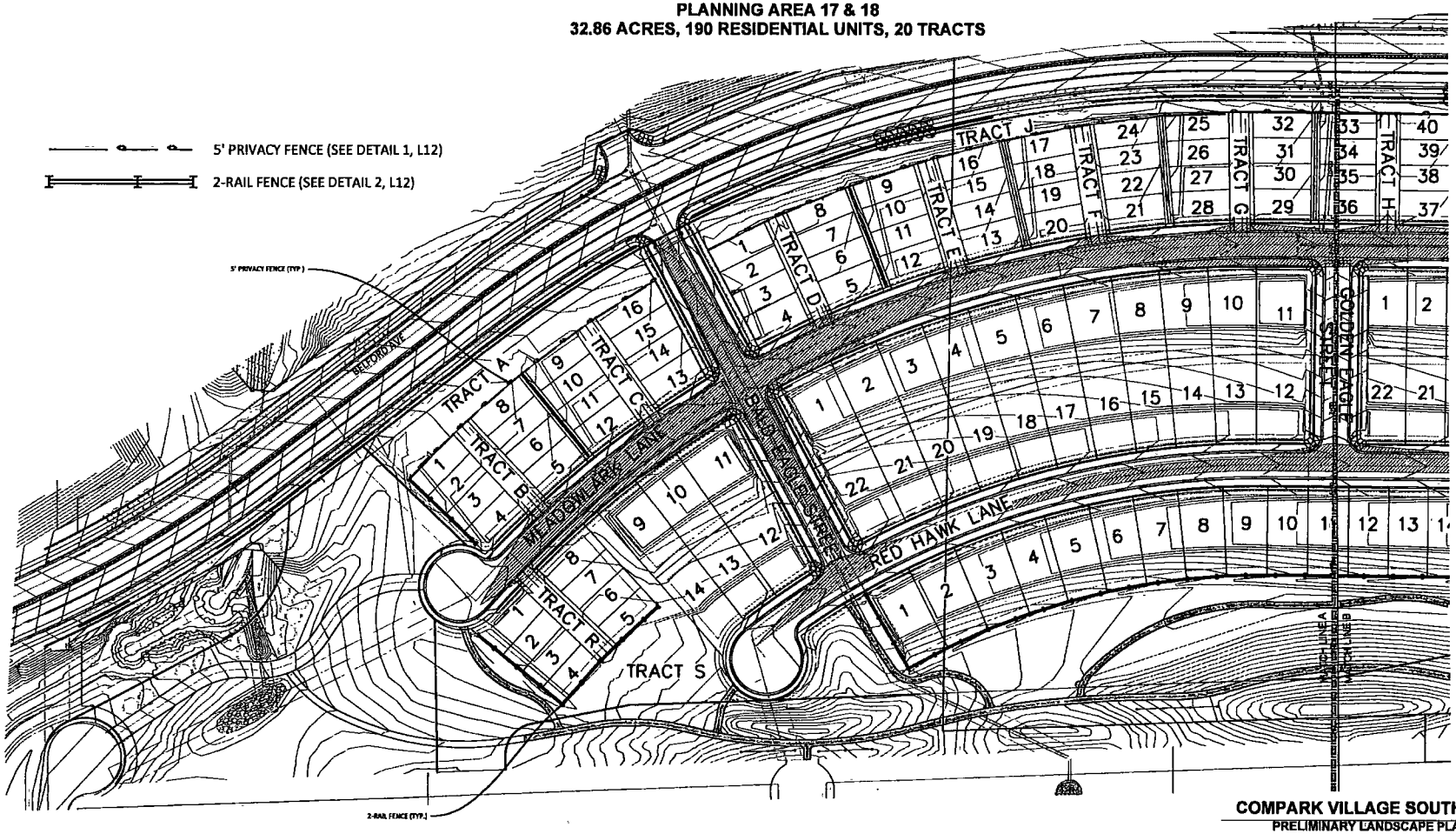
A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

PLANNING AREA 17 & 18

32.86 ACRES, 190 RESIDENTIAL UNITS, 20 TRACTS

5' PRIVACY FENCE (SEE DETAIL 1, L12)

2-RAIL FENCE (SEE DETAIL 2, L12)



COMPARK VILLAGE SOUTH FILING NO. 2

PRELIMINARY LANDSCAPE PLAN - FENCING PLAN

OWNER
470 Compark, LLC
200 Fillmore St., Suite 2
Denver, CO 80206

ENGINEER
Manford Consulting
8005 E. Arapahoe Ct. Suite 110
Centennial 80112
(303) 531-2213

LANDSCAPE ARCHITECT
Plan West, Inc.
787 Santa Fe Drive
Denver, CO 80204
(303) 741-1411

Town of Parker
Colorado

job no 2015/20
date 1-12-2016
revisions 7-5-2016
8-08-2016

sheet L10 of L13

North

0 30' 60' 120'
Scale 1" = 60'

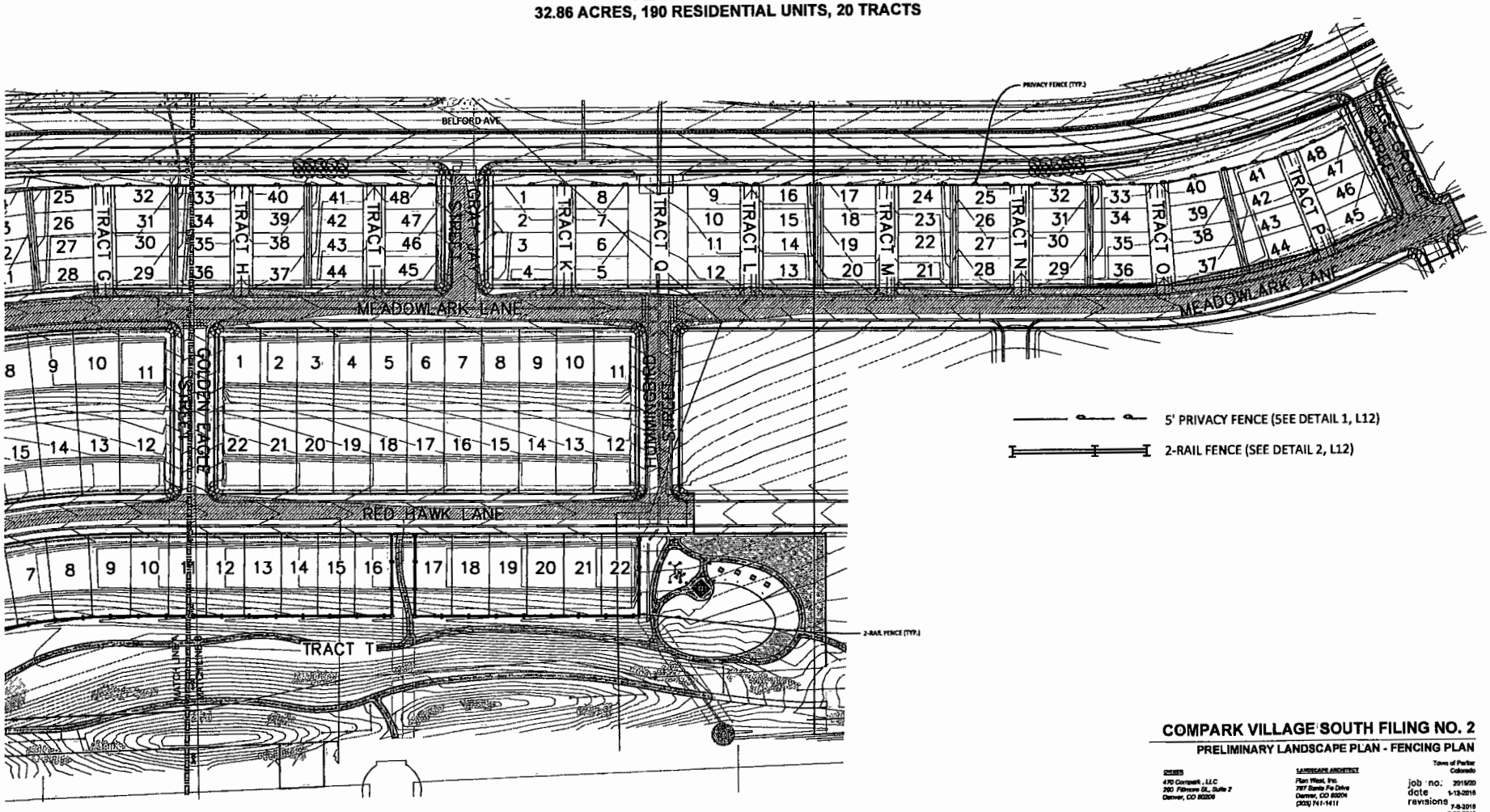
PLANWEST
PLANNING | SITE DESIGN | LANDSCAPE ARCHITECTURE | ENTITLEMENTS
787 Santa Fe Drive
planwest.com
Denver, Colorado, 80204
303-741-1411

COMPARK VILLAGE SOUTH FILING NO. 2
PRELIMINARY LANDSCAPE PLAN

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

PLANNING AREA 17 & 18

32.86 ACRES, 190 RESIDENTIAL UNITS, 20 TRACTS



COMPARK VILLAGE SOUTH FILING NO. 2

PRELIMINARY LANDSCAPE PLAN - FENCING PLAN

OWNER
470 Compark, LLC
260 Filmore St., Suite 2
Denver, CO 80206

LANDSCAPE ARCHITECT
Plan West, Inc.
767 Santa Fe Drive
Denver, CO 80204
(303) 741-1411

Town of Parker
Colorado

job no: 2015/20
date 1-13-2016
revisions 7-8-2016
8-08-2016

ENGINEER
Manhard Consulting
8008 E. Arapahoe Ct. Suite 110
Centennial 80112
(303) 831-3213

sheet L11 of L13

0 30' 60' 120'
Scale 1" = 60'
North

PLANWEST
PLANNING | SITE DESIGN | LANDSCAPE ARCHITECTURE | ENTITLEMENTS
767 Santa Fe Drive
Denver, Colorado, 80204
303-741-1411
planwest.com

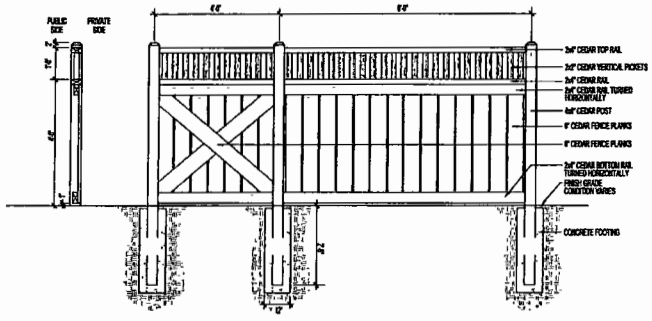
THE REPRODUCTION OF ANY INFORMATION, DESIGNS, OR DRAWINGS CONTAINED IN THIS DOCUMENT, OR THE USE OF THIS DOCUMENT FOR ANY PURPOSE OR ELSEWHERE THAN THE PROJECT SPECIFIED HERE, WITHOUT THE WRITTEN CONSENT OF PLAN WEST, INC. IS NOT AUTHORIZED OR REPRODUCIBLE AS PLAN WEST, INC. IS NOT RESPONSIBLE FOR ACCURACY OF THE INFORMATION.

COMPARK VILLAGE SOUTH FILING NO. 2
PRELIMINARY LANDSCAPE PLAN

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

PLANNING AREA 17 & 18

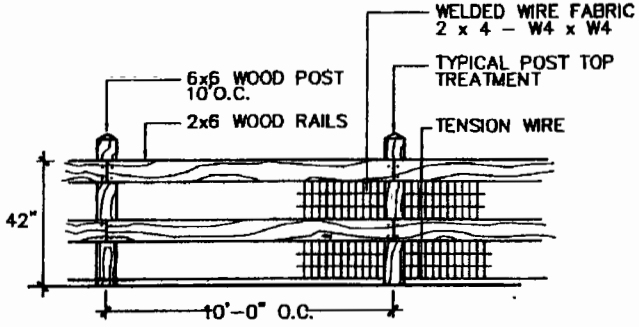
32.86 ACRES, 190 RESIDENTIAL UNITS, 20 TRACTS



Notes:
1. 4' Privacy Fence Panel to be butt after every three 5' Privacy Fence Panel Sections.

1 5' PRIVACY FENCE DETAIL
TOWN OF PARKER STANDARD

NOT TO SCALE



2 2-RAIL FENCE DETAIL
TOWN OF PARKER STANDARD

COMPARK VILLAGE SOUTH FILING NO. 2

PRELIMINARY LANDSCAPE PLAN - FENCE DETAILS

OWNER
470 Compark, LLC
990 Fillmore St., Suite 2
Denver, CO 80206

LANDSCAPE ARCHITECT
Plan West, Inc.
787 Santa Fe Drive
Denver, CO 80204
(303) 741-1411

ENGINEER
Manhard Consulting
8008 E. Arapahoe Ct. Suite 110
Centennial 80112
(303) 631-3213

Town of Parker
Colorado

job no. 2015020
date 1-12-2016
revisions 7-5-2016
8-25-2016

sheet L12 of L13

North

0 30' 60' 120'
Scale 1" = 60'

PLANWEST
PLANNING | SITE DESIGN | LANDSCAPE ARCHITECTURE | ENTITLEMENTS
787 Santa Fe Drive
planwest.com
Denver, Colorado, 80204
303-741-1411

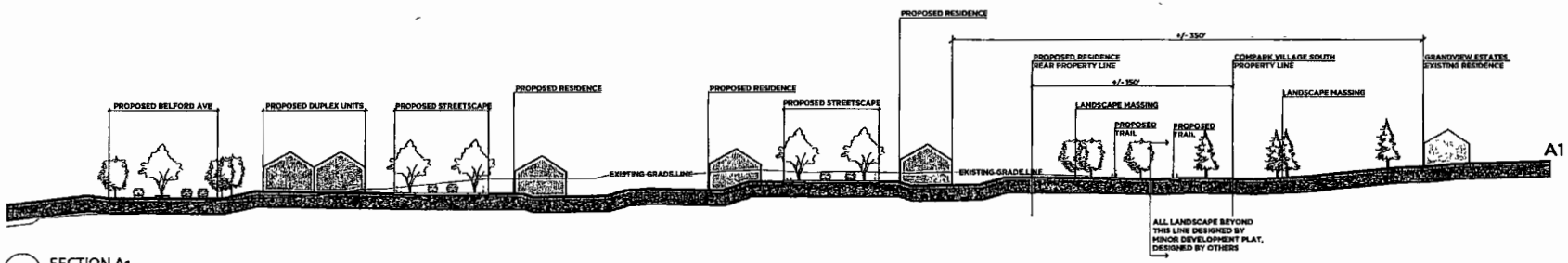
THE REPRODUCTION OF THE INFORMATION, CONTENTS, OR PROJECTS, DRAWINGS OR DOCUMENTS, OR PARTS THEREOF, MANIFESTED IN ANY WAY WHATSOEVER WITHOUT THE CLEAR AND EXPRESS WRITTEN CONSENT AND PERMISSION OF PLAN WEST, INC. IS STRICTLY PROHIBITED. THE INFORMATION OR PLAN WEST, INC. WILL NOT BE RESPONSIBLE FOR ACCURACY OF THIS INFORMATION.

COMPARK VILLAGE SOUTH FILING NO. 2
PRELIMINARY LANDSCAPE PLAN

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 8, TOWNSHIP 6 SOUTH RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

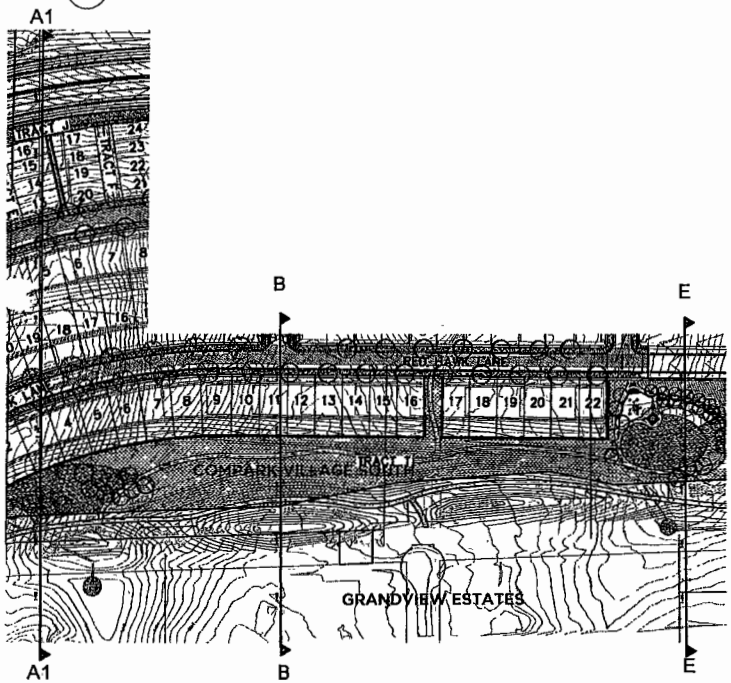
PLANNING AREA 17 & 18

32.86 ACRES, 190 RESIDENTIAL UNITS, 20 TRACTS



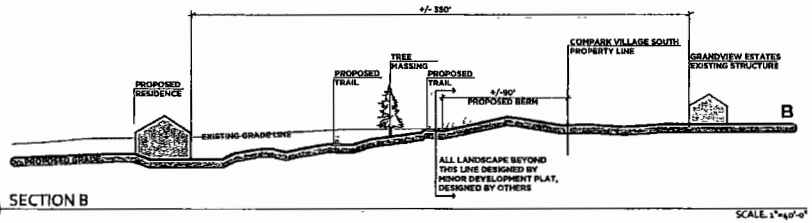
A1 SECTION A1

SCALE 1"=40'-0"



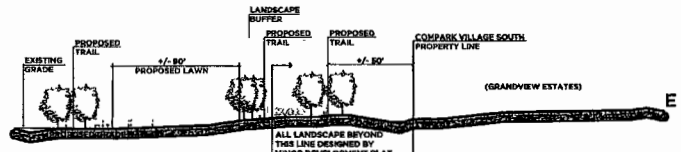
SECTION CUT LINES VICINITY MAP

SCALE: 1"=200'-0"



B SECTION B

SCALE: 1"=40'-0"



E SECTION E

SCALE: 1"=40'-0"

COMPARK VILLAGE SOUTH FILING NO. 2

PRELIMINARY LANDSCAPE PLAN - SECTIONS

OWNER
470 Compark , LLC
280 Filmore St., Suite 2
Denver, CO 80206

ENGINEER
Manhard Consulting
8008 E. Arapahoe Ct. Suite 110
Centennial 80112
(303) 531-3213

LANDSCAPE ARCHITECT
Plan West, Inc.
767 Santa Fe Drive
Denver, CO 80204
(303) 741-1411

Town of Parker
Colorado

job no. 2015/20
date 7-1-2016
revisions 7-5-2016
8-09-2016

sheet L13 of 13

SCALE: SEE ABOVE

PLANWEST

PLANNING | SITE DESIGN | LANDSCAPE ARCHITECTURE | ENTITLEMENTS
767 Santa Fe Drive
planwest.com
Denver, Colorado, 80204
303-741-1411

THE REPRODUCTION OF ANY INFORMATION, REPORTS, OR PROPOSALS PROVIDED BY PLAN WEST, CONSULTANTS OR THEIR REPRESENTATIVES IS NOT PERMITTED WITHOUT WRITTEN AUTHORIZATION FROM PLAN WEST. PURCHASE OF REPRODUCTIONS OR USE OF INFORMATION WITHOUT AUTHORIZATION IS PROHIBITED. REPRODUCTIONS OF PLAN WEST'S WORK IS TO BE REPRODUCED FOR REFERENCE OR ARCHIVAL USE ONLY.

PARKER
COLORADO

Community Development Department Memorandum
Development Review Division

To: Town of Parker Planning Commission

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

Through: John Fussa, Community Development Director

Date: August 25, 2016

Regarding: Public Hearing:
Compark Village South Filing 2 – Sketch/Preliminary Plan
[Case Nos. SUB16-002 and SUB16-003]

Section I. Subject & Proposal:

Location: South of E-470 and south of the future Belford Avenue, north of Grandview Estates subdivision, between Chambers Road and Peoria Street

Applicant: Michael Vickers, 470 Compark LLC

Proposal: The applicant seeks a Sketch/Preliminary Plan to re-subdivide Tract H, Compark Village South Filing 1, into a residential neighborhood containing 120 duplex units and 72 single-family residential dwelling units on 32.86 acres. Tract H is located on the south side of Belford Avenue in what is represented on the approved Development Plan for Compark Village at Planning Areas 17 and 18.

Section II. Background:

History: The subject property was annexed in January 2015. In December 2015, the applicant filed the Compark Village South Filing 1 Minor Development Plat (MDP) to establish the right-of-way for Belford Avenue and superblock the remainder of the Compark Village South property into a series of tracts to be replatted in the future. This application proposes to re-subdivide the 32.86 acres established as Tract H in Compark Village South Filing 1.

Site Data: The site has three single-family residences, one with accessory agricultural use. The site slopes up from the future Belford Avenue to a ridge located near the south end of the property adjacent to Grand View Estates. The site is also impacted by the 100-Year Floodplain for both Happy Canyon Creek and the Green Acres Tributary, both of which flow north, under E-470.

Land Use Summary Data:

Total Area: 32.86 acres
Zoning: PD – Planned Development: Compark Village
Existing Use: Three single family residences

Surrounding Zoning & Land Use:

North: PD – Planned Development, Compark Village currently vacant, the zoning allows for a variety of commercial and residential uses and future Belford Avenue.

East: A – Agricultural in Douglas County, known as the Chambers Highpoint property, currently vacant and undeveloped

South: PDNU – Planned Development (Nonurban) in unincorporated Douglas County, Grandview Estates contains single-family residential averaging 2.5 dwelling units per acre

West: PDU – Planned Development (Urban), Airport 320 currently vacant and undeveloped

Section III. Analysis:

Access & Circulation:

The site has no direct access to any existing street. The applicant proposes to create a major collector classification roadway from Peoria Street across the adjacent Airport 320 property and into the Compark Village South property to a temporary terminus at Happy Canyon Creek. The developers of the adjacent Chambers Highpoint property will participate with the developer of Compark Village South in the construction of a bridge over Happy Canyon Creek, and will then extend Belford Avenue east to Chambers Road. Belford Avenue will be the road providing internal access to all future development areas within Compark Village South.

Compark Village South Filing 2 will access Belford Avenue at three full-movement intersections along the filing's northern boundary.

Utilities:

This property is within the Stonegate Village Metropolitan District's service area. Electrical service will be provided by IREA and natural gas will be provided by Xcel Energy. Utility mains will be constructed as part of Belford Avenue and extended into the Filing 2 area.

Drainage, Grading & Erosion Control:
The site slopes up from the future Belford Avenue to a ridge located near the south end of the property adjacent to Grand View Estates. As part of the regional detention system for all of Compark Village South, Filing 2 will drain to a series of detention ponds along the Green Acres Tributary where the water will be held long enough for water quality treatment before being discharged to the north.

Section IV.
Additional Staff Findings:

This represents the first residential filing within the Compark Village South neighborhood and the first filing to subdivide one of the superblock tracts established with Compark Village South Filing 1. This filing is proposing 120 duplex units. These duplex units will be situated along the northern portion of the filing and will be internally accessed via shared driveways. These are depicted on the Sketch/Preliminary Plan as Tracts B, C, D, E, F, G, H, I, K, L, M, N, O, P and R.

The remaining 72 lots within the filing will be single-family detached and will be built by the same homebuilder as the duplex units to the north. Tracts S and T at the south of the filing will comprise the internal park system and are intended to expand the landscape buffer between active development within Compark Village South and the existing Grandview Estates neighborhood. Within Tracts S and T are a series of trails which link to the open space trails established with the platting of Tract K in Compark Village South Filing 1. These internal trails in Tracts S and T also contain work out stations positioned at regular intervals given the linear nature of the two tracts. The east end of Tract T also contains a field, picnic shelter, outdoor barbecue grills and a playground structure all adjacent to the south terminus of Hummingbird Street.

Tracts A, J and Q are landscape separation buffers from the edge of sidewalk along to Belford Avenue to the platted lot line of the nearby duplex units. Similar to what the Town negotiated in filings adjacent Chambers Road in Cottonwood Highlands, the landscape buffers along Belford Avenue will be a minimum fifteen-foot width and an average twenty feet.

Tract Q and Hummingbird Street, as well as, Bald Eagle Street provide view corridors from Belford Avenue through the site and to the community park at the south end of Filing 2. Note that the proposed grading in both Filing 1 (which includes the open space Tract K south of Filing 2) and the residential Filing 2 are done in such a way to place landscape berms near the lots in Grandview Estates and then step the remainder of the development downhill to the north. While this will not completely prevent views of homes within Compark Village South from the adjacent Grandview Estates; the different finished grade, the 350 foot separation between building edges, the berming and additional landscaping, should provide effective screening.

Section V.
Referral Agency Comments:

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

Town of Parker Engineering Dept.:
Show Temporary Irrigation (TI) in all areas of permanent native vegetation

Town of Parker Police Department:
No comment

South Metro Fire & Rescue Authority:
No comment

Stonegate Village Metropolitan District:
No comment

Douglas County Planning Department:
All proposed street names shown on the exhibit for the Sketch/Preliminary Plan are denied by E911 as duplicates. Please submit other proposed street names for approval to use on the final plat.

Douglas County School District:
Under the terms of the Annexation Agreement, the developer shall pay to the School District $850.00 per dwelling unit and cash in lieu of a 5.63 acre land dedication for a school site. These fees will be specified in the Subdivision Improvement Agreement for the property.

E-470 Public Highway Authority:
E-470 is not responsible for sound mitigation. Town of Parker "E-470 Annexation Agreement"; 10 September 2012: 2. Occupying space for utility work, access, and any construction within the E-470 right-of-way, property owned fee, Multi-Use Easement, and or other easements, will require an E-470 Construction or Access Permit.

Centennial Airport:
Due to the location of the proposed development and its close proximity to the Airport, the Arapahoe County Public Airport Authority continues to oppose this development. The proposed Subdivision lies approximately 5,620 feet from the nearest runway at Centennial Airport and within the Restricted Development Area (RDA). The site lies directly adjacent to the Approach Zone (AZ) of the Airport Influence Area (AIA). Based on the Airport's Land Use Guidelines, all new noise sensitive developments are prohibited within the RDA. Due to the proximity of the Airport the 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.

Cherry Creek Basin Water Quality Authority:
No comment

Urban Drainage & Flood Control District:
No Comment

Xcel Energy:
Xcel reminds the applicant to contact their offices before commencing construction and requests that all applicable easements to support future development be dedicated at the time of replat.

IREA:
Requests the dedication of standard lot boundary utility easements at the time of Final Plat.

CenturyLink Communications:
No comment

Comcast:
No comment

Grandview Estates Neighborhood Association:
Same comment memo as the Grandview Estates Rural Water Conservation District

Grandview Estates Rural Water Conservation District:

- Notes that there are identified wildlife corridors on site, and indicates they believe the tracts these areas are preserved within are inadequate. (Staff Response: The wildlife corridors on site consist of the Happy Canyon Creek 100-year floodplain and the Green Acres Tributary. Happy Canyon Creek is a regulatory floodplain as identified by FEMA, and is not being impacted. Green Acres Tributary is not a regulatory floodplain. It has been channelized north of E-470 to a point of common confluence with Happy Canyon Creek north Compark Village. The applicant is employing the same stabilization methodology with the installation of a series of regional detention ponds along the alignment of Green Acres Tributary.)
- Also notes that the existing homes on site will require asbestos mitigation before demolition can occur. (Staff Response: This will occur as part of the issuance of a demolition permit by the Town's building division.)
- GERWCD is concerned with the proximity of development to the stone house on the Kaiser Ranch.
- GERWCD believes open space dedications are inadequate. (Staff Response: It was determined at the time of zoning that the historic structure was not being affected by the development of COmpark Village South.)
- Notes that the project is indicating a Filbert Street address, even though Filbert Street was vacated by Douglas County. (Staff Response: Filbert Street is still referenced in the Town's GIS system, as it has not been replaced by any streets since its vacation. This will change when Belford Avenue is constructed.)
- Renews request that Grandview Estate streets will not be used for construction access. (Staff Response: the applicant has agreed that construction access for Belford Road and the public improvements within Compark Village South Filing 1 will come from Peoria Street to the west.)
- Questions whether the applicant has made provisions for water and sanitary sewer service. (Staff Response: a finding was made at the time of annexation and zoning that the Stonegate Village Metropolitan District would be the water and sanitary sewer service provider for the site.)
- Does not believe an adequate Park Facilities Master Plan was provided, nor has tree mitigation been addressed. (Staff response: the Park Facilities Master Plan for this filing includes street scape landscaping, landscaping within the open space tracts and landscaping around the drainage facilities to be constructed with this filing. Those plans are included as an exhibit attachment to this staff report.)

Section VI.
Staff Recommendation:

Staff recommends that Planning Commission recommend Town Council approve the Compark Village South Filing No. 2 Sketch/Preliminary Plan subject to the Town's Land Development Ordinance and the following conditions of approval:

1. The construction plans submitted with the final plat for this property must address the comments issued by the Town's Engineering Department on August 1, 2016.
2. Prior to submittal of the final plat application, the applicant must obtain written approval for the street names to be used within Compark Village South Filing 2 from the Douglas County Addressing Specialist, as specified in her comments dated July 14, 2016.
3. All access to the subject property for the purposes of building the public improvements described within Compark Village South Filing 2 Sketch/Preliminary Plan will come from Peoria Street. Any access for the purposes of asbestos abatement and demolition of the existing structures on the subject property which is proposed to come from streets within Grandview Estates must receive approval from Douglas County, or utilize the same access from Peoria Street.
4. The landscape separation buffer represented by Tracts A, J and Q of Compark Village South Filing 2 will maintain a minimum fifteen-feet and an average of twenty-feet separation from the back of sidewalk along Belford Avenue.

Section VII.
Attachments:

1. Vicinity Map
2. Referral Agency Comments
3. Compark Village South Filing 2 Sketch/Preliminary Plan
4. Compark Village South Filing 2 Master Landscape Plan

Section VIII.
Proposed Motion:

"I move the Planning Commission recommend Town Council approve the Compark Village South Filing 2 Sketch/Preliminary Plan subject to the Town's Land Development Ordinance and the four conditions of approval recommended in Staff's report."

Compark Village South Filing 2 Sketch/Preliminary Plan
SUB16-002 and SUB16-003
Referral Agency Notes/Comments to Trakit

Kurt Patrick
CONSTRUCTION PLANS - ENVIRONMENTAL
8/1/2016 4:36:39 PM

1) Show Temporary Irrigation (TI) in all areas of permanent native vegetation.

Brooks Kaufman
IREA 15
7/28/2016 7:25:08 AM

The Association has reviewed the proposed sketch plan and preliminary plans. The Association is requesting additional easements be added to the plans. In addition provide either revised language to grant an easement within tract areas or add easements to the plans within those tract areas.

Chris Boyd
Douglas County Planning Services Division 15
7/14/2016 9:29:50 AM

All proposed street names shown on the exhibit for the Sketch/Preliminary Plan are denied by E911 as duplicates. Please submit other proposed street names for approval to use on the final plat. The street names can be proposed directly to me at 303-660-7411 or cboyd@douglas.co.us. Thanks, Chris Boyd, Douglas County Planning/Addressing Specialist.

Peggy Davenport
E-470 Public Highway Authority 15
7/20/2016 6:14:23 AM

E-470 is not responsible for sound mitigation. Town of Parker "E-470 Annexation Agreement"; 10 September 2012: 2.

Occupying space for utility work, access, and any construction within the E-470 right-of-way, property owned fee, Multi-Use Easement, and or other easements, will require an E-470 Construction or Access Permit.

Aaron Repp
Centennial Airport 15

July 26, 2016
7/26/2016 1:41:21 PM

Thank you for the opportunity to review the Compark Village South F2 Subdivision. We acknowledge the comments from Plan West. Due to the location of the proposed development and its close proximity to the Airport, the Arapahoe County Public Airport Authority continues to oppose this development. The proposed Subdivision lies approximately 5,620 feet from the nearest runway at Centennial Airport and within the Restricted Development Area (RDA). The site lies directly adjacent to the Approach Zone (AZ) of the Airport Influence Area (AIA). Based on the Airport's Land Use Guidelines, all new noise sensitive developments are prohibited within the RDA. Due to the proximity of the Airport the 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.

Please feel free to call me if you have any questions.

Xcel Energy℠
PUBLIC SERVICE COMPANY

Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3524
donna.l.george@xcelenergy.com

July 22, 2016

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

Attn: Patrick Mulready

Re: Compark Village South Filing No. 2 Sketch Plan and Preliminary Plan
Case #s SUB16-002 and SUB16-003

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the sketch plan and preliminary plan documentation for **Compark Village South Filing No. 2** and acknowledges applicant's comments.

For future planning, PSCo that the following language or plat note be placed on the preliminary and final plats for the subdivision:

> Six-foot (6') wide dry utility easements are hereby dedicated on private property adjacent to the front lot lines of each lot in the subdivision. These easements are dedicated to the Town of Parker for the benefit of the applicable utility providers for the installation, maintenance, and replacement of electric, gas, television, cable, and telecommunications facilities (Dry Utilities). Utility easements shall also be granted within any access easements and private streets in the subdivision. Permanent structures, improvements, objects, buildings, wells, water meters and other objects that may interfere with the utility facilities or use thereof (Interfering Objects) shall not be permitted within said utility easements and the utility providers, as grantees, may remove any Interfering Objects at no cost to such grantees, including, without limitation, vegetation. Public Service Company of Colorado (PSCo) and its successors reserve the right to require additional easements and to require the property owner to grant PSCo an easement on its standard form.

The sketch plan shows Filing No. "1" – shouldn't it be "2"?

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

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

July 26, 2016

Mr. Patrick Mulready
Town of Parker, Colorado Community Development Department
20120 East Mainstreet
Parker, CO 80138

Re: SUB16-003; COMPARK VILLAGE SOUTH F2 PRELIMINARY

Dear Mr. Mulready,

Thank you for the opportunity to review the Compark Village South F2 Subdivision. We acknowledge the comments from Plan West. Due to the location of the proposed development and its close proximity to the Airport, the Arapahoe County Public Airport Authority continues to oppose this development. The proposed Subdivision lies approximately 5,620 feet from the nearest runway at Centennial Airport and within the Restricted Development Area (RDA). The site lies directly adjacent to the Approach Zone (AZ) of the Airport Influence Area (AIA). Based on the Airport's Land Use Guidelines, all new noise sensitive developments are prohibited within the RDA. Due to the proximity of the Airport the 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.

Please feel free to call me if you have any questions.

Sincerely,

Aaron Repp

Aaron Repp
Noise & Environmental Specialist

GRANDVIEW ESTATES HOMEOWNERS ASSOCIATION

August 1, 2016

Mr. Patrick Mulready, Senior Planner
Mr. Tom Williams, Director of Engineering
20130 East Mainstreet
Parker, Colorado 80138

Case Number: SUB16-002

Application Type: SUBDIVISION SKETCH PLAN

Application Name: Compark Village South F2 Sketch

Due Date: Monday, August 1, 2016

Dear Mr. Mulready and Mr. Williams,

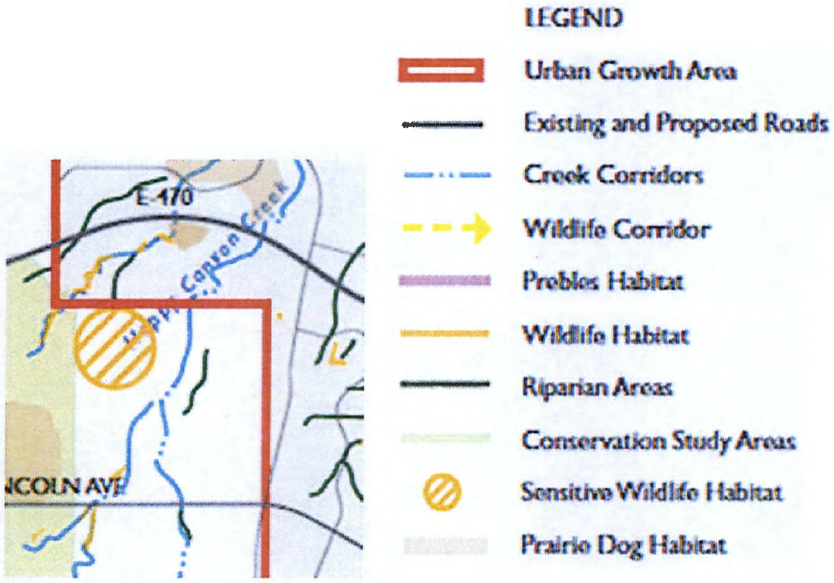
Grandview Estates Homeowners Association (GEHA) has the following concerns related to the above-referenced minor development plat. GEHA states that the following standards below should be applied and have not been met.

1. Riparian Resources and Environmentally Sensitive Areas.

The Town of Parker Land Development Code 13.07.060(d)(1) provides that a sketch plan must be consistent with the Master Plan. Under goals and strategies, the Master Plan Natural Resource Protection Section 12 requires preservation and protection of plants, animals and their associated ecosystems significant natural areas that provide habitat essential for the conservation of plants, animals, and their associated ecosystems. The section further requires preservation of riparian corridors and wetlands. Section 13.07.060(f) (10) requires delineation environmentally sensitive areas within 100' on the Sketch Plan Exhibit. 13.07.060(f) (19) requires depiction of all wildlife areas, including breeding grounds, nesting areas, crossings, wintering areas, migratory routes, and related matters. The Sketch Plan does not include this information.

There is no mention in the application of how the Green Acres Tributary and Happy Canyon Creek will be preserved and protected as wildlife corridors and wetlands. The Master Plan identifies a particularly sensitive area in the northwest quadrant of Grandview Estates. Directly north, a dense housing area and major connector highway is contemplated for development by Compark South. A small open space is planned in the floodplain area. This is inadequate based upon the Master Plan criteria. See for reference Figure 1 page 2. The Code at 13.07.060 (f) (10) also requires delineation of all regulatory *one hundred-year floodplains* and floodways, all existing and proposed water courses, retention and detention areas, wetlands, known aquifer recharge areas, streams, lakes, inlets, storm sewers and culverts and *environmentally sensitive* areas on the affected property. Although the flood plain limits are indicated as dashed lines, there is no legend nor text identifying them. The environmentally sensitive area on the Master Plan is not considered in the application. Exhibit sheet 1 of 6, states: "NO WILDLIFE HABITAT AREAS HAVE BEEN IDENTIFIED ON THE SITE." This is not consistent with the Master Plan.

Figure 1. Master Plan Identification of Sensitive Areas for the Project to Consider



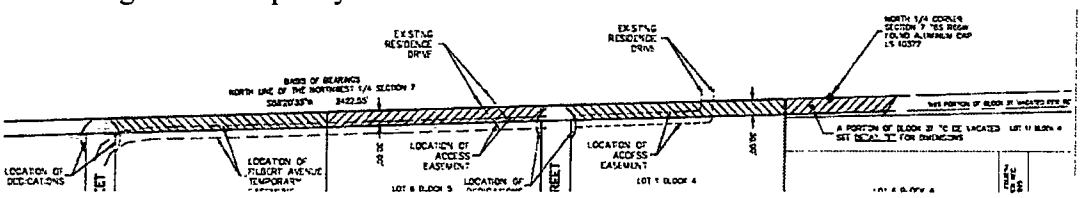
2. Hazard Considerations.

Flood Plain and Steep Slopes. The Town of Parker Land Development Code 13.07.060(a)(1) and 13.07.060 (f)(16) requires identification of any hazards in the sketch plan for completed land use applications. This application by attachment Exhibit D states that there are no hazards. The master plan identifies the flood plain and slope hazards present, see Figures 2-5. Exhibit 5 of 6 shows that there are areas with steep slopes; however, there is no report as required in section 13.07.060 (g) (3).

3. Existing Structures.

The Town of Parker Land Development Code 13.07.060(f)(13) requires that all existing structures be identified in the sketch plan. There are three existing abandoned or occupied homes on the property which will require demolition, even though the Exhibit sheet 1 of 6 states: "NO EXISTING STRUCTURES ON SITE WERE LOCATED ON THE SITE". Asbestos mitigation is to be implemented for these old homes. These homes are situated close to the southern section line of the property, within 200 feet of a Grandview home, 300 feet of another, and also possibly affecting the historic Stone House (Kaiser Ranch) which sits just south of the northern boundary of Grandview. GEHA has been informed of plans to take demolition traffic and detritus through private property and through Grandview dirt and paved roads. Review of the Block 31 vacation in 2007 verified that the entry into the two driveways to the north through the cul-de-sacs was identified as the Filbert Avenue Temporary Easement (Figure 2). There is no mention of this demolition, or the cost, in the application. Since this demolition will occur as part of the applicant's project, GEHA requests that the demolition take place after the completion of Belford Ave., in compliance with the IGA between Town of Parker and Douglas County that construction traffic will enter by way of newly constructed Belford Avenue from Peoria.

Figure 2. Temporary Easements at Grandview Estates Cul-de-sacs



4. Historical and Archaeological Sites. The Town of Parker Land Development Code 13.07.060(f)14) requires identification of all historical and archaeological sites in the sketch plan. Exhibit Sheet 1 of 6 of this site plan application states that: NO HISTORICAL OR ACHEOLOGICAL FEATURES HAVE BEEN IDENTIFIED. The Parker Historical Society has already identified the Kaiser Ranch Stone House as a historical site, and filed its concerns in the sub plat application: that heavy machinery, dust, and earth disturbances may well damage the historic home. Proper care must be taken to preserve this historical site that is within 100' (13.07.060(f)10) and is environmentally sensitive.

5. Open Space.

The Master Plan Goal states growth shall be appropriately directed and site-planned to sustain our community's needs as we grow. For this sketch plan, the Master Plan Strategy Section 4D would require increased open space using the criteria set forth in the OpenSpace, Trails and Greenways Master Plan which emphasize supporting a regional greenway network that provides a community separation buffer from development in neighboring jurisdictions while maintaining the viability and connectivity of the natural ecosystem. Table 1 shows the land use percentages, open space including parks is about 22%, close to the 20% recommend for the Minor Development Plan.

The Town of Parker Land Development Code 13.07.060 (g) (20) requires conceptual design of pedestrian and open space systems including connections to adjacent development and open space, please show connections to Grandview Estates through to

LAND USE SUMMARY TABLE

USAGE	AREA (S.F.)	ACREAGE	%
RESIDENTIAL LOTS	737,681	16.935	51.53%
PUBLIC RIGHTS-OF-WAY	317,549	7.290	22.18%
PUBLIC PARK	207,859	4.766	14.52%
DESIGNATED ALLEY WAY	62,101	1.426	4.34%
OPEN SPACE	106,369	2.442	7.43%
TOTAL	1,431,559	32.859	100%

the E-470 trail and Happy Canyon Creek.

Table 1. Sketch Plan Land Use Estimates

6. Vicinity Map.

The vicinity map has an error, it shows the rest of the project parcel zoned as A1, it is PD.

7. Easements

13.07.060(f) (8) requires depiction of all easements including existing, proposed, public or private on or adjacent to the proposed subdivision. There are rights of way along the boundary of Grandview Estates not depicted:

13. Right-of-Way and easement for ingress and egress and incidental purposes as reserved by Samuel H. Obrecht and Jessie A. Obrecht in Deed recorded January 17, 1969 in Book 190 at Page 55.

14. Right-of-Way and easement for ingress and egress and incidental purposes as reserved by Samuel H. Obrecht and Jessie A. Obrecht in Deed recorded July 22, 1969 in Book 195 at Page 301.

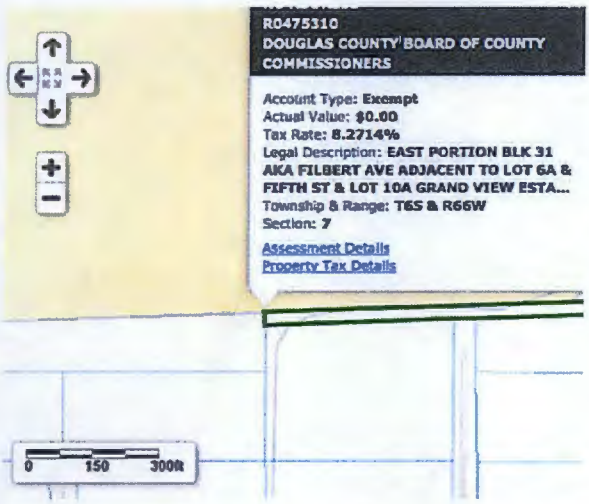
RIGHT-OF-WAY PARCEL DESCRIBED IN BOOK 195 AT PAGE 510 OF THE

RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER

The creek bed is suitable for equestrian use and the right of way should be labeled.

54. Rights of Way for Happy Canyon Creek Traversing subject Property.

These easements must be identified on the Sketch Plan Exhibit,



The rights of way for the original property owners of the Stone House (Kaiser Ranch) are not shown, see Figure 3, from deed exceptions (13, 14 and 54) should be shown on the sketch Plan Exhibit.

Figure 3. Un-Labeled Remnants of Block 31 by 5th Street.

8. Sanitation.

The Town of Parker Development Code 13.07.060 (g) (6) requires evidence of the physical and legal capability to provide sanitation. For a subdivision of land located within a sanitation district, a letter of commitment to serve the proposed subdivision stating the capacity to serve and feasibility of extending service to that area. There is no letter of commitment included in the present application.

9. Water.

The Town of Parker Development Code 13.07.090 (g) (5) requires evidence that an adequate water supply, sufficient in terms of quality and quantity, is available. For a subdivision of land located within a water district, a letter of commitment to serve the proposed subdivision stating the amount of water available for use within the subdivision and the feasibility of extending service to that area. There is no such letter included in the present application

10. Geological Characteristics

The Town of Parker Development Code 13.07.060 (g) (3) requires a site geological report which is missing,

11. Conceptual Drainage Report

The Town of Parker Development Code 13.07.060 (g) (4) requires the following aspects to be covered, which are not, as previously discussed:

- legal ability to obtain water and sanitation
- location of geologic hazards
- identification of environmentally sensitive areas,
- wildlife habitat areas

12. Availability of Services

The Town of Parker Development Code 13.07.060 (g) (7) requires a narrative about the availability and adequacy of services

- Fire
- Police
- Schools
- Recreation
- Utilities
- Open Space
- Etc.

Narrative is not included

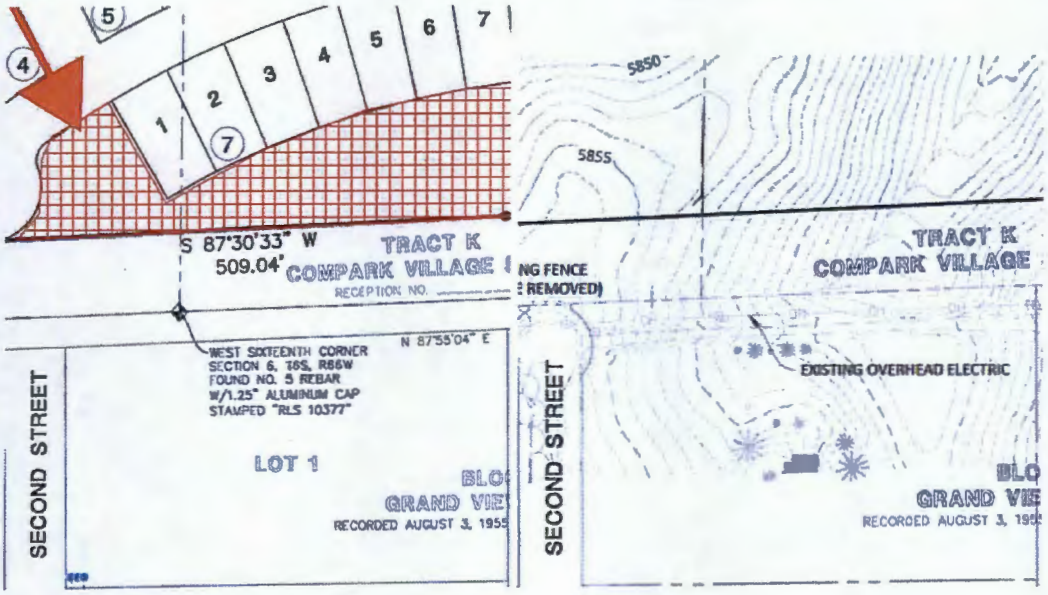
13. Proposal Narrative

Improperly identifies Grandview Estates Zoning as Rural Residential instead of Estate Residential, Omnivest and Airport 320 are zoned PD, North is Compark PD.

14. Viewshed

The Town of Parker Development Code 13.07.060 (g) (17) requires a discussion of the views which is missing. They provided a redline that has raised a concern, headlights from Bald Eagle Street are directed at the house on Second Street, see Figure 4. A berm should be added to mitigate the issue, since the view is meant to be of the Park and not Grandview Estates.

Figure 4. Alignment of Bald Eagle Street with home on Second Street.



Sincerely,

Shannon Rasmussen
President GEHA
RasmussenInfo@gmail.com
720-272-1253

The Grandview Estates Rural Water Conservation District

12460 North Third Street, P.O. Box 4292, Parker CO 80134, (303) 805-1690 Phone, (303) 805-2340 Fax

"Working to Preserve Water Resources for Future Generations"

August 1, 2016

Mr. Patrick Mulready, Senior Planner
Mr. Tom Williams, Director of Engineering
20130 East Mainstreet
Parker, Colorado 80138

Grandview Estates Rural Water Conservation District 15,

Case Number:	SUB16-003
Application Type:	SUBDIVISION PRELIMINARY PLAN
Application Name:	Compark Village South F2 Preliminary
Due Date:	Monday, August 1, 2016

Dear Mr. Mulready and Mr. Williams,

Grandview Estates Rural Water Conservation District (GERWCD) has the following concerns related to the above-referenced Preliminary Plan. GERWCD states that the following standards below should be applied and have not been met.

1. Riparian Resources and Environmentally Sensitive Areas.

The Town of Parker Land Development Code 13.07.070(d)(1) provides that a Preliminary Plan must be consistent with the Master Plan. Under goals and strategies, the Master Plan Natural Resource Protection Section 12 requires preservation and protection of plants, animals and their associated ecosystems significant natural areas that provide habitat essential for the conservation of plants, animals, and their associated ecosystems. The section further requires preservation of riparian corridors and wetlands. Section 13.07.070(f) (10) requires delineation environmentally sensitive areas within 100' on the Preliminary Plan Exhibit. 13.07.070(f) (19) requires depiction of all wildlife areas, including breeding grounds, nesting areas, crossings, wintering areas, migratory routes, and related matters. The Preliminary Plan does not include this information.

There is no mention in the application of how the Grandview Tributary and Happy Canyon Creek will be preserved and protected as wildlife corridors and wetlands. The Master Plan identifies a particularly sensitive area in the northwest quadrant of

Grandview Estates. Directly north, a dense housing area and major connector highway is contemplated for development by Compark. A small open space is planned in the floodplain area. This is inadequate based upon the Master Plan criteria. See for reference Figure 1 page 2. The Code at 13.07.070 (f) (10) also requires delineation of all regulatory *one hundred-year floodplains* and floodways, all existing and proposed water courses, retention and detention areas, wetlands, known aquifer recharge areas, streams, lakes, inlets, storm sewers and culverts and *environmentally sensitive* areas on the affected property. Although the flood plain limits are indicated as dashed lines, there is no legend nor text identifying them. The environmentally sensitive area on the Master Plan is not considered in the application. Exhibit sheet 1 of 6, states: "NO WILDLIFE HABITAT AREAS HAVE BEEN IDENTIFIED ON THE SITE."

Figure 1. Master Plan Identification of Sensitive Areas for the Project to Consider

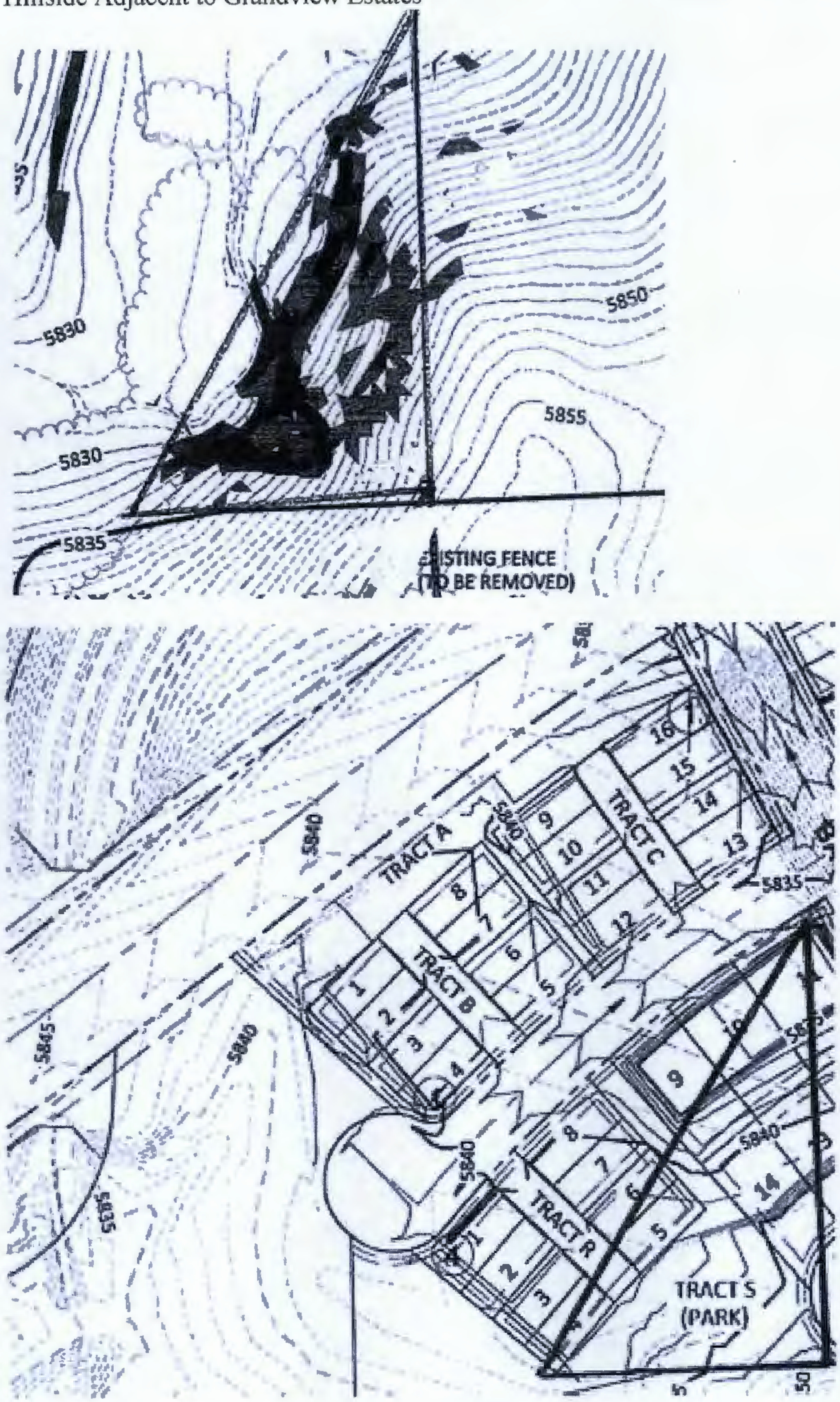
2. Hazard Considerations (Steep Slopes, Flood Plain).

Steep Slopes. The Town of Parker Land Development Code 13.10.100(a)(1) restricts hillside development in areas with slopes greater than 15 %. This restriction should apply to the approximately 4 acres starting with near the fence line with Grandview Estates in the vicinity of proposed lots 4, 5, 6, 9, 10, 11, 13 and 14 as show in Figure 2. The triangle represents the nominal four-acre hillside location.

Section 13.10.100 (a) states:

> "This Section's prohibition of development on lands with steep slopes of twenty percent (20%) or greater, and its limits on development on lands with steep slopes less than twenty percent (20%), are intended to reasonably implement the…Master Plan policies."

Figure 2. Existing Steep Slopes and Proposed Park and Residential Development on Hillside Adjacent to Grandview Estates



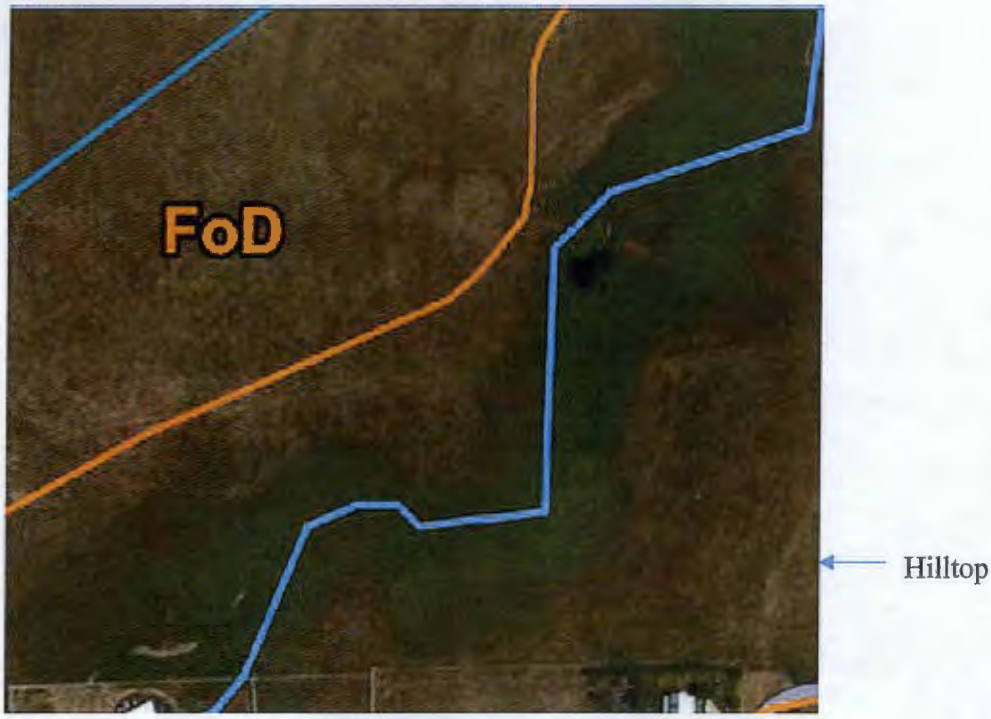
(1) “ ...this Section shall apply to any development or subdivision proposal for hillside properties that contain any slopes fifteen percent (15%) or greater ("hillside areas"), or where adverse

conditions associated with slope stability, erosion or sedimentation are present as determined by the Town."

GERWCD recommends that this hillside area be left in the natural state as shown in Figure 2(b). The following description of the soil applies to the hillside:

- **Newlin Gravelly Sandy Loam (NeE 8 to 30% slopes) This rolling to steep sloping soil is located on uplands and terrace side slopes. Runoff is medium and erosion hazard is slight to moderate. This soil is classified as a Type B Hydrologic Soil Group.**

Figure 3. Hillside Area Proposed for Development in Green Acres Tributary



There is an excellent view of the Front range from the top of the hillside into the wetlands area of the Grandview Tributary. Plans indicate that this hillside and drainage would be filled and rerouted to the other side of Belford Avenue, resulting in a steeper man-made slope as can be seen in Figure 4.

The Master Plan supports retaining the hillside:

"Goals and Strategies

2. Locate development in areas free of environmental hazards and constraints.

2.B. Continue to prohibit development on slopes of 20% or greater and limit development on slopes of 15% or greater"

3. Existing Structures.

The Town of Parker Land Development Code 13.07.070(f) (15) requires that all existing structures be identified in the Preliminary Plan, their uses and the fact that they planned to be demolished. Figure 5 shows an aerial photograph of the existing structures from the Drainage Report. There are four existing abandoned or occupied homes on the property, and one large steel shop building, which will require demolition, even though the Exhibit sheet 1 of 6 states: "NO EXISTING STRUCTURES ON SITE WERE LOCATED ON THE SITE". Asbestos mitigation, and septic and well closure must occur for these old homes. These homes are situated close to the southern section line of the property, within 200 feet of a Grandview home, 300 feet of another, and also possibly affecting the historic Stone House (Kaiser Ranch) which sits just south of the northern boundary of Grandview. GERWCD has been informed of plans to take demolition traffic and detritus through private property and through Grandview dirt and paved roads to Lincoln. Review of the Block 31 vacation in 2007 verified that the entry into the two driveways to the north through the cul-de-sacs was identified as the Filbert Avenue Temporary Easement. There is no mention of this demolition, or the cost, in the application. Since this demolition will occur as part of the applicant's project, GERWCD objects to any demolition traffic through Grandview and requests that the demolition take place after the completion of Belford Ave., in compliance with the service plan between Town of Parker and Douglas County that construction traffic will enter by way of newly constructed Belford Avenue from Peoria.

Figure 5. Existing Structures on the Development Site.

3. Historical and Archaeological Sites. The Town of Parker Land Development Code 13.07.070(f)10) requires identification of all environmentally sensitive areas, which should include historical and archaeological sites in the Preliminary Plan. Preliminary Landscape Plan Exhibit Sheet L1 of L9 of this site plan application states that: NO HISTORICAL OR ACHEOLOGICAL FEATURES HAVE BEEN IDENTIFIED. The Parker Historical Society has already identified the Kaiser Ranch Stone House as a historical site, and filed its concerns in the subplat application: that heavy machinery, dust, and earth disturbances may well damage the historic home. Proper care must be taken to preserve this historical site.

4. Open Space.

The Master Plan Goal states growth shall be appropriately directed and site-planned to sustain our community's needs as we grow. For this Preliminary plan, the Master Plan Strategy Section 4D requires open space using the criteria set forth in the OpenSpace, Trails and Greenways Master Plan which emphasize supporting a regional greenway network that provides a community separation buffer from development in neighboring jurisdictions while maintaining the viability and connectivity of the natural ecosystem. Table 1 shows the land use percentages, open space including parks is about 22%, close to the 20% recommend for the Minor Development Plan. Increasing the size of the park in Track S with the three acres of hillside as recommended by GERWCD should further increase the proportion of open space and park to 28% slightly exceeding the Parker Master Plan average.

The Town of Parker Land Development Code 13.07.070 (g) (6) requires a Park Facilities Master Plan that describes location size and amenities. This must be provided.

5. Preliminary Plan Exhibit Sheet Format

Table 1. Preliminary Plan Land Use Estimates

LAND USE SUMMARY TABLE

USAGE	AREA (S.F.)	ACREAGE	%
RESIDENTIAL LOTS	737,681	16.935	51.53%
PUBLIC RIGHTS-OF-WAY	317,549	7.290	22.18%
PUBLIC PARK	207,859	4.766	14.52%
DESIGNATED ALLEY WAY	62,101	1.426	4.34%
OPEN SPACE	106,369	2.442	7.43%
TOTAL	1,431,559	32.859	100%

The format of the Preliminary Plan Exhibit is incorrect, the scale and North arrow should be in the lower right hand corner as well as the name and address of the applicant

6. Preliminary Plan Exhibit Vicinity Map.

The vicinity map is inadequate, it shows Grandview Estates, but there is no key to the other numbered sections surrounding the site.

7. Preliminary Plan Exhibit Easements

13.07.070(f) (8) requires depiction of all easements including existing, proposed, public or private on or adjacent to the proposed subdivision with their use, principle dimensions, the owner or right holder, recorded book and page number, name of entity responsible for construction and maintenance. Easement identification and descriptions are inadequate. Many omit the following information:

- use
- the owner or right holder,
- recorded book and page number,
- name of entity responsible for construction
- name of entity responsible for maintenance

8. Sanitation.

The Town of Parker Development Code 13.07.070 (g) (6) requires evidence of the physical and legal capability to provide sanitation. For a subdivision of land located within a sanitation district, a letter of commitment to serve the proposed subdivision stating the capacity to serve and feasibility of extending service to that area. There is no letter of commitment included in the present application.

9. Water.

The Town of Parker Development Code 13.07.090 (g) (5) requires evidence that an adequate water supply, sufficient in terms of quality and quantity, is available. For a subdivision of land located within a water district, a letter of commitment to serve the proposed subdivision stating the amount of water available for use within the subdivision and the feasibility of extending service to that area. There is no will serve letter included in the present application

10. Geological Characteristics

The Town of Parker Development Code 13.07.070 (g) (3) requires a site geological report which is missing,

11. Conceptual Drainage Report

The Town of Parker Development Code 13.07.070 (g) (4) requires the following aspects to be covered, which are not, as previously discussed:

- legal ability to obtain water and sanitation,
- location of geologic hazards,
- identification of environmentally sensitive areas and
- wildlife habitat areas,

12. Availability of Services

The Town of Parker Development Code 13.07.070 (g) (7) requires a narrative about the availability and adequacy of services

- Fire
- Police
- Schools
- Recreation
- Utilities
- Open Space
- Etc.

Narrative is not included

13. Proposal Narrative
Improperly identifies Grandview Estates Zoning as Rural Residential instead of Estate Residential, Omnivest and Airport 320 are zoned PD, North is Compark PD.

14. View shed
The Town of Parker Development Code 13.07.070 (g) (17) requires a discussion of the views which is missing. They provided a redline that has raised a concern, headlights from Bald Eagle Street tar directed at the house on Second Street, see Figure 3. A berm should be added to mitigate the issue, since the view is meant to be of the Park and not Grandview Estates.

Sincerely yours,

Charles H. Buckman
Secretary
Grandview Estates Rural Water Conservation District
A State of Colorado Water Conservancy District

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

Town of Parker COLORADO™

ITEM NO: 9
DATE: 09/19/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 9.258 – A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Reata Ridge Metropolitan District Nos. 1 and 2

- ☐ PUBLIC HEARING
- ☐ CONTRACT
- ☐ MOTION
- ☐ ORDINANCE FOR 1st READING (09/06/2016)
- ☒ ORDINANCE FOR 2nd READING (09/19/2016)
- ☐ RESOLUTION

James S. Maloney, Town Attorney

G. Randolph Young, Town Administrator

ISSUE: Under the Service Plan for Reata Ridge Metropolitan District Nos. 1 and 2 (the "Districts"), the Districts are required to approve and execute the Intergovernmental Agreement between the Districts and the Town following the first organizational meeting of the Districts. The Districts have approved and executed the Intergovernmental Agreement and the agreements are now ready for consideration by Town Council.

PRIOR ACTION: On April 4, 2016, the Town Council approved the Service Plan for the Districts.

FUNDING/BUDGET IMPACT: None.

BACKGROUND: The owner of the real property commonly known as Reata Ridge submitted an application to the Town to form the Districts for the purpose of financing the construction of public improvements associated with the development of Reata Ridge. Under the terms of the Service Plan approved by the Town Council, the Districts are required to approve an intergovernmental agreement with the Town, which provides for the financing, maintenance and operation of public improvements, as well as certain limitations on the powers of the Districts.

RECOMMENDATION: Approve.

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

ATTACHMENT: Ordinance No. 9.258

RECOMMENDED MOTION: "I move to approve Ordinance No. 9.258 on second reading."

Attachment

ORDINANCE NO. 9.258, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND REATA RIDGE METROPOLITAN DISTRICT NOS. 1 AND 2

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the Town of Parker and Reata Ridge Metropolitan District Nos. 1 and 2, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

EXHIBIT 1

TOWN OF PARKER

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE TOWN OF PARKER, COLORADO AND

REATA RIDGE VILLAGE METROPOLITAN DISTRICT NOS. 1-2

THIS AGREEMENT is made and entered into as of this 4th day of August, 2016, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the "Town"), and REATA RIDGE VILLAGE METROPOLITAN DISTRICT NOS. 1-2, each a quasi-municipal corporation and political subdivision of the State of Colorado (each a "District" and collectively the "Districts"). The Town and the Districts are collectively referred to as the Parties.

WITNESSETH:

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

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Consolidated Service Plan for Reata Ridge Village Metropolitan District No. 1 and Reata Ridge Village Metropolitan District No. 2, approved by the Town on April 4, 2016 (the "Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the Districts, as required by Chapter 10.11 of the Town Code; and

WHEREAS, the Town entered into that certain Amended and Restated Stroh Ranch Annexation Development Agreement with Parker Water and Sanitation District (only as to Paragraph 3) and Reata Ridge Realty Partners LLC, a Colorado limited liability company (the "Property Owner") on October 7, 2013, (the "Annexation Agreement"), which provides in part for the formation of a special taxing district to fund certain regional improvements located within or in the vicinity of the Districts' service area and located within the Town, and Reata Ridge Village Metropolitan District Nos. 1 and 2 are the special taxing districts contemplated in the Annexation Agreement; and

WHEREAS, the specific regional improvements identified in the Service Plan and the Annexation Agreement and which Property Owner, its successors and assigns are obligated to finance and/or construct include portions of Stroh Road and Parker Road, along with signalization and other improvements set forth in the Annexation Agreement (the "Regional Improvements"); and

WHEREAS, pursuant to the Annexation Agreement, the Property Owner, its successors and assigns, is responsible for constructing the Regional Improvements, and the Districts, subject to their public improvement funding capacity, intend to provide funds for the construction of the Regional Improvements or make reimbursement for the costs thereof; and

WHEREAS, pursuant to the Annexation Agreement, the Town and Property Owner have acknowledged the need for the Regional Improvements in order to accomplish the comprehensive development of the property located within the Districts' service area (the "Property"); and

WHEREAS, the Town has approved the final plat for the Property; and

WHEREAS, the Parties have determined that any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement") to address certain matters related to construction of the Regional Improvements, organization, powers and authorities of the Districts.

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

1. Regional Improvements. The Districts acknowledge and agree that the provision of the Regional Improvements is a material consideration in, and a condition of, the Town's approval of the Districts' Service Plan, and that the Town has relied thereon in approving the Service Plan. The Districts represent and warrant that they have obtained all voter authorizations and will appropriate available funds for the financing of the construction costs associated with the Regional Improvements such as design, planning, engineering, surveying, construction management, labor, materials and administrative costs related to construction of the Regional Improvements. Nothing in this Agreement shall alter, diminish, impair or otherwise affect any obligations within the Annexation Agreement or any rights or remedies of the Town for enforcement thereof.

2. Use of Regional Improvement Funds. [Not Applicable]

3. Deposit of Regional Improvement Funds. [Not Applicable]

4. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plat(s) and subdivision agreements for the Property located within the Districts' boundaries, other rules and regulations of the Town, and applicable provisions of the Town Code. The Districts shall not be authorized to operate and maintain any part or all of the Public Improvements, and no separate mill levy for operations and maintenance of the Public Improvements is authorized by this Agreement. The Districts shall not own fee title to any real property.

5. Fire Protection. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless specifically provided for in this Agreement or separate agreement with the Town. This provision shall limit the Districts' authority to plan for, design, acquire, construct,

install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.

6. Television Relay and Translation; Mosquito Control and Other Limitations. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; or (d) any security, covenant enforcement and design review services.

7. Construction Standards. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction. The Districts will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

8. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which a District has promised to impose an *ad valorem* property tax mill levy ("Debt"), the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

9. Inclusion and Exclusion. The Districts shall not include within their boundaries any property outside the Service Area (as defined in the Service Plan) without the prior written consent of the Town Council. The Districts shall not exclude any property from their boundaries if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders.

10. Total Debt Issuance. The Districts shall not issue Debt in excess of $6,600,000 in total aggregate principal amount, which limit is a combined, total aggregate amount for all Districts.

11. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for,

except as may be specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the Districts without any limitation.

12. Consolidation; Dissolution. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town. The Districts agree that they shall take all action necessary to dissolve in accordance with the provisions of the Service Plan and applicable state statutes.

13. Service Plan Amendment Requirement. Any action of the Districts which violates the limitations set forth in Sections V.A.1-13 or VI.B-I of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the Districts. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

14. Applicable Laws. The Districts acknowledge that the property within its boundaries shall be subject to all ordinances, rules and regulations of the Town, including without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related Town land use policies, master plans and related plans.

15. Annual Report. The Districts shall submit an annual report ("Annual Report") to the Town no later than September 1st of each year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan.

16. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts: Reata Ridge Village Metropolitan District
Nos. 1-2
c/o White Bear Ankele Tanaka & Waldron
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attn: Kristen D. Bear, Esq.
Phone: 303-858-1800
Fax: 303-858-1801

To the Town: Town of Parker
20120 E. Main Street
Parker, CO 80138-7334
Attn: Town Attorney
cc: Finance Director
Phone: (303) 841-0353
Fax: (303) 840-9792

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

17. Miscellaneous.

A. Effective Date. This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No debt shall be issued by the Districts until after the effective date of this Agreement.

B. Nonassignability. No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto.

C. Amendments. This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.

D. Severability. If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not affect any of the remaining provisions of this Agreement.

E. Execution of Documents. This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

F. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

G. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law

or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

H. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Douglas County.

I. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

J. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

K. No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

L. Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

IN WITNESS WHEREOF, this Agreement is executed by the Town and the Districts as of the date first above written.

TOWN OF PARKER, COLORADO

_____

_____, Mayor

ATTEST:

_____

_____, Town Clerk

APPROVED AS TO FORM:

_____

_____, Town Attorney

REATA RIDGE VILLAGE METROPOLITAN NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
President

ATTEST:

_____
Secretary

REATA RIDGE VILLAGE METROPOLITAN NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
President

ATTEST:

_____
Secretary