



**TOWN OF PARKER COMMUNITY DEVELOPMENT DEPARTMENT
LAND USE AND DEVELOPMENT APPLICATION**

20120 E. Mainstreet, Parker, CO 80138
303/841.2332 (Phone) 303/841.3223 (Fax) <http://www.parkeronline.org> (internet)

Preserving and Enhancing Parker's Unique Quality of Life

- Instructions:**
1. All applications must be typed or printed. Illegible applications may be rejected at the discretion of the Community Development Department.
 2. All applicable sections must be completed, and the application signed by ALL parties of interest. Unsigned applications **WILL NOT** be processed.
 3. All requisite Exhibit Attachments must be included if the application is to be deemed complete.

Type of Application:		OFFICIAL USE ONLY	Case # _____
<i>(Check All that Apply)</i>		Hansen AP #:	
<input type="checkbox"/> Amendment to Comprehensive Plan	<input type="checkbox"/> Vacation of Lot Line or Easement	Application Accepted by:	
<input type="checkbox"/> Annexation & Rezoning	<input type="checkbox"/> Use by Special Review	Date:	
<input type="checkbox"/> Rezoning or PD Amendment	<input type="checkbox"/> Variance	Fees:	
<input type="checkbox"/> Sketch Plan	<input checked="" type="checkbox"/> Site Plan	Receipt No.:	
<input type="checkbox"/> Preliminary Plan	<input type="checkbox"/> Site Plan Amendment	Application Reviewed by:	
<input type="checkbox"/> Final Plat	<input type="checkbox"/> Condo Unit Map	Date:	
<input type="checkbox"/> Minor Development Plat	<input type="checkbox"/> Amendment to SIA or Recorded Plat	Application Assigned to:	
<input type="checkbox"/> Re-Plat	<input type="checkbox"/> Other: _____	Date:	

Project Name: *Boondocks Food and Fun*

Address or General Location: *Lot 4A Crown Pint Filing No. 1 20th Amendment, County of Douglas, State of Colorado*

Section	<input type="checkbox"/> NW <input type="checkbox"/> NE <input type="checkbox"/> SW <input type="checkbox"/> SE	Lot	4A
Township		Block	
Range		Filing No.	No. 1

Total Acres: Gross *9.04* Net _____

Requested Application in Detail:

Property Owner of Record:	Applicant (if different from Property Owner):
Name: <i>Randy Fullmer</i>	Name:
Company: <i>Boondocks Properties, LLC</i>	Company:
Address: <i>660 East Franklin, Suite 270</i>	Address:
<i>Meridian, Idaho 83642</i>	
Phone: <i>(208) 288-0700</i> Fax: <i>(208) 898-9527</i>	Phone: Fax:
Email: <i>randy@selectmanagement.com</i>	Email:

Project Representative or Consultant:	For Subject Property, List Utility Providers
Name: <i>William E. Miller, P.E.</i>	Water:
Company: <i>MM&D Engineering Services Inc.</i>	Sanitary Sewer:
Address: <i>9125 N. Clydesdale Rd</i>	Electricity:
<i>Castle Rock, Colorado</i>	Gas:
Phone: <i>(303) 309-0062</i> Fax:	Telephone:
Email: <i>bill.miller@mmdeng.com</i>	Cable:
<i>Note: Unless otherwise specified, all correspondence from the Town will be directed to the project representative.</i>	Fire Protection:

Current Property Zoning & Use:	Proposed Property Zoning & Use:
Zoning:	Requested Zoning:
IF PD, Specify Use:	If Applicable PD Name:
Current Use:	If Rezoning Total Acreage:
Subdivision:	Proposed Use:

Proposals For Construction of New Residential, Commercial, or Industrial Buildings or Space

Has prior residential project been approved for all or part of this project Yes No Total residential dwelling units requested: _____

Indicate total number of units: _____ Single Family Detached: _____ Single Family Attached: _____

Multi-Family/Condominiums/Townhomes: _____

COMMERCIAL/INDUSTRIAL

Indicate the type of commercial/industrial development proposed (Check all that apply)

Retail
 Other Commercial
 Medical/Dental Office
 High Tech Office
 Business/Professional Office
 Mini Storage
 Industrial
 Warehouse
 Other

Please provide additional descriptions as appropriate: *Restaurant, Bowling, Arcade, Lasertag, Miniature Golf, Go-karts, Bumper boats*

What type of gross leasable square footage for each category indicated above?

Type	No. of Buildings	Gross Square Footage	Leasable Square Footage


ACCEPTANCE OF TERMS

By signing below, the Land Owner of Record, Applicant and Project representative are indicating that each understands and agrees to the following terms:

- Authorized personnel from the Town of Parker, and its consultants, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application.
- The Property Owner of Record acknowledges and agrees that the Town of Parker may file liens against the subject property for any unpaid financial obligation owed to the Town related to reviewing and processing the application.
- There are no known geologic, physical or biologic hazards, or vicious animals present on the subject property except as indicated in the attached Exhibit D.
- All requirements for submission of this application for reviewing and processing by Town of Parker Community Development Department made in accordance with the Town's Land Development Code, and any and all applicable Town of Parker Ordinances and Resolutions.
- All requisite fees have been paid to the Town of Parker.
- All information contained in this application, the attached Exhibits, and other materials submitted in connection with this application are true and accurate to the best knowledge of the Applicant, Land Owner of Record and Project Representative. It is clearly understood and agreed to that false or untruthful information may be grounds for the Town to stop processing this application or withdrawing any approval granted based upon such false or untruthful information.
- The Town of Parker is under no obligation to approve the request contained in the application. No promises of approval are conveyed with the acceptance of this application.
- The schedule of Exhibit attachments, as described below, accompanies this application:
 Exhibit A: Legal Description of Property.
 Exhibit B: Title Policy, current to within thirty (30) days of the date of signatures below.
 Exhibit C: Letter of Authorization from the Property Owner of Record, allowing Applicant and Project Representative to act on their behalf, and accepting ultimate financial obligation for expenses incurred by the Town of Parker as a result of the evaluation of this request.
 Exhibit D: Disclosure of any Geologic, Physical or Biologic Hazard present on site, or any vicious animals in residence on property.
 Exhibit E: Vicinity Map of Project Site.

SIGNATURES

Property Owner of Record:

Print Name: *Boondocks Properties, LLC, Randy Fullmer, Manager*
 Signature:  Date: *3/16/15*

Applicant, if different from Property Owner:

Print Name: _____
 Signature: _____ Date: _____

Project Representative or Consultant

Print Name: *William Miller*
 Signature: _____ Date: _____

NOTE: Be advised that unless specifically requested otherwise, all correspondence and communication concerning this project from the Town of Parker will be directed to the Project Representative specified above.

Exhibit C to Town of Parker Land Use Application
Letter of Authorization from Property Owner

[Date March 16, 2015]

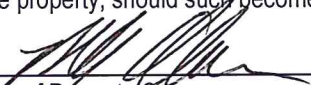
Community Development Director
Community Development Department
Town of Parker
20120 East Mainstreet
Parker, CO 80138

Regarding: Property Owner Letter of Authorization
[Name of Project: Boondocks Food and Fun]

I, Randy Fullmer, hereby certify that I am the legal owner of record of the land described in the attached Legal Description (See Exhibit A to this Land Use Application), and do hereby authorize William Miller to process this land use application on behalf of the subject property.

I understand that in the review of this project, by providing this authorization, I will allow Town of Parker Staff to enter the subject property for purposes of evaluating this land use request, as the specifics of this application may require.

I also understand that as part of the review of this project, the Town may find it necessary to outsource certain aspects of the review. Although there is a Charge Back Agreement submitted by the applicant for payment of those outsourced review fees which specifies that the applicant shall pay such fees, ultimately, it is the subject property, itself, which encumbers the ultimate responsibility for repayment of those fees in the event of default of payment by the applicant. Should this occur, I understand that the Town has, as part of its remedies under the Charge Back Agreement and Land Use Application, the imposition of liens against the property, should such become necessary.


Signature of Property Owner

Name: Randy Fullmer
Address: PO Box 1030
Meridian, Idaho 83680
Phone Number: (208) 288-0700

~~STATE OF COLORADO~~)
COUNTY OF ADA) ss.

Sworn to before me this 13 day of MARCH, 2015,

My commission expires: 2/21/19

(SEAL)


Notary Public

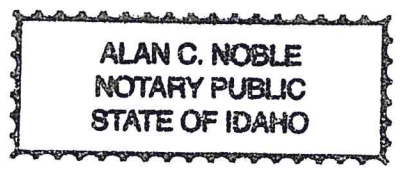


Exhibit D to Town of Parker Land Use Application
Disclosure Letter

[Date March 16, 2015]

Community Development Director
Community Development Department
Town of Parker
20120 East Mainstreet
Parker, CO 80138

Regarding: Disclosure Letter of Known Hazards on Site
[Name of Project: Boondocks Food and Fun]

As applicant for the above referenced project, we understand that Town staff and its consultants may need to visit the subject property for the purpose of observation, assessment, measurement or analysis of the property related to the land development request we have submitted. Consistent with the Town's Risk Management policies, the purpose of this disclosure letter is to advise the Town of any know Geologic, Biologic, or Physical Hazards on site, or of viscous animals present on site.

(Choose the applicable paragraph from the next two paragraphs)

We are therefore advising the Town of the following known hazards (list in bullet point form below)

We are therefore advising the Town that to the best of our knowledge and understanding regarding the subject property, there are no known hazards on site for which Town staff would need to take precautions before entering the property.

Should you have any questions or require clarification of the above referenced information, you may contact us using the information below.



Signature of Applicant

Name/Title: Randy Fullmer / Manager
Company: Boondocks Properties, LLC
Address: 660 East Franklin, Suite 270
Meridian, Idaho 83642
Phone Number: (208) 288-0700

Charge Back Agreement

THIS CHARGE BACK AGREEMENT is made and entered into this 16th day of March 2015, by and between the TOWN OF PARKER, a Colorado municipal corporation (the "Town"), and Boondocks Properties, LLC (the "Owner")

WHEREAS, Section 13.01.080 of the Town of Parker Municipal Code requires that the Town be reimbursed for the cost of the time spent for engineering, planning, surveying, inspection, hydrological and legal services in reviewing development proposals, plus fifteen percent (15%) for administrative costs (hereafter "Consultants' Time").

WHEREAS, this obligation to reimburse the Town for Consultants' Time exists regardless of whether the project is approved, completed, and/or regardless of whether the Owner chooses to complete the Town's land review process as a whole; and

WHEREAS, this Agreement memorializes the obligation by the Owner to the Town to reimburse the Town for all Consultants' Time as set forth in Section 13.01.080(c) of the Parker Municipal Code for the project described under AP# _____.

NOW, THEREFORE, in consideration of the recitals and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Owner agree as follows:

1. Reimbursement. Owner agrees to reimburse the Town, regardless of completion of the Owner's project, regardless of approval of the Owner's project, and/or regardless of whether the Town's land review process as a whole is completed, for all Consultants' Time, as set forth in Section 13.01.080(c) of the Town of Parker Municipal Code, for all such costs incurred by the Town which are incurred as a result of, or which are otherwise related to, Owner's land use submission and its subsequent review.

2. Deposit. At the time of the execution of this Agreement, the Owner shall deposit with the Town the sum of \$ _____. The deposit, and any additional amounts deposited with the Town pursuant to this Agreement, shall be used to reimburse the Town for the amounts described in Paragraph 1 of this Agreement. If the deposit is depleted prior to the completion of the project, the Owner shall promptly deposit additional monies with the Town in an amount specified by the Town, but not to exceed the amount of the original deposit less any remaining deposit held by the Town. The parties understand and agree that the amount deposited with the Town is an estimate of the costs only, and that the Owner shall pay the amounts provided for in Paragraph 1 of this Agreement through the initial deposit and additional deposits,

if necessary. If such additional amounts are not deposited when necessary, the Town may suspend or terminate the work described in Paragraph 1 of this Agreement, until such additional amounts are deposited with the Town, as provided herein. Additional amounts shall be deposited as determined by the Town to cover outstanding balances prior to recommencement of any work described herein.

3. Remedies. In the event Owner fails to reimburse the Town for all Consultants' Time as set forth in Section 13.01.080(c), the Town shall have the following remedies:

(a) The Town may impose the remedies provided by Section 13.01.80(c), as required, including the following:

i. The termination of the review process, including any and all inspections, if payment is not made in full within thirty (30) days of the issuance of the statement indicating the actual cost of Consultants' Time;

ii. The application being deemed withdrawn if the statement is not paid in full within thirty (30) days of the date of the issuance of the statement indicating the actual cost of Consultants' Time;

iii. The imposition of interest on the amount due and outstanding at the rate of one and one-half of one percent (1.5%) per month from the date when due.

iv. The initiation of an enforcement action for nonpayment of Consultants' Time to collect unpaid fees.

v. Certify that delinquent amounts, including interest to the Douglas County Treasurer, to be collected and paid over by the Douglas County Treasurer in the same manner as taxes, as provided by C.R.S. § 31-20-105.

(b) The Town may also impose any or all of the following remedies, at its sole discretion:

i. The filing of a lien on the property which is or was the subject of the proposed development upon which the Town has not been reimbursed for Consultants' Time; and/or

ii. The refusal to issue a building permit for any portion of the proposed development upon which the Town has not been reimbursed; and/or

iii. The refusal to issue a certificate of occupancy for any portion of the proposed development upon which the Town has not been reimbursed; and/or

iv. The refusal to accept any further land use applications from any Owner which has failed to reimburse the Town for Consultants' Time for any project.

4. Attorney Fees. Should this Agreement become the subject of litigation to resolve a claim of default of performance by the Owner and a court of competent jurisdiction determines that the Owner was in default in the performance of the Agreement, the Owner shall pay the attorney fees, expenses and court costs of the Town.

5. Severability. If any provision of this Agreement is invalid, illegal or unenforceable, such provision shall be severable from the rest of this Agreement, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

6. Governing Law. This Agreement shall be governed by and construed in all respects according to the laws of the State at Colorado.

7. Headings. Headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

8. Modifications. No amendments to or modifications of this Agreement shall be made or be deemed to have been made, unless such amendments or modifications are made in writing and executed by the party to be bound thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

TOWN OF PARKER, COLORADO

By: _____
Community Development Director

OWNER: 

By: _____

Name: Randy Fullmer

Title: Manager

Company: Boondocks Properties, LLC

Address: 660 East Franklin, Suite 270, Meridian, ID 83642

Phone No.: (208) 288-0700

Witnessed by:
