

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, is made and entered into this 30th day of September, 2021, by and between the Town of Parker, a Colorado home rule municipality whose address is 20120 E. Mainstreet, Parker, Colorado 80138 (the "Town"), and Echelon Parker, LLC, a Delaware limited liability company, whose address is 1051 Greenwood Springs Blvd., Greenwood, Indiana 46143 (the "Licensee").

RECITALS

WHEREAS, Licensee is the owner of the property described on **Exhibit A** (the "Benefitted Property"), which will be developed for multifamily use;

WHEREAS, Licensee desires to use property owned by the Town for park purposes to serve such multifamily development and the general public; and

WHEREAS, the Town hereby agrees to license its property for the uses provided for in this License Agreement, subject to the terms and conditions contained in this License Agreement.

AGREEMENT

1. **LICENSED PROPERTY.** The property that is licensed for the use provided for in this License is described in **Exhibit B**, which is attached hereto and incorporated by this reference ("Licensed Property"). The Licensed Property for the use described herein is subject to all easements and rights-of-way of record.

2. **LICENSE FEE.** Licensee shall make payment to the Town in the amount of Two Hundred Thirty-Nine Thousand Five-Hundred Fifty-Seven and 50/100 Dollars (\$239,557.50) (the "License Fee") on the date of this License Agreement. The License Fee represents one-half the amount Licensee would have paid as a "cash in lieu of land dedication" pursuant to Section 13.07.140 of the Parker Municipal Code. All rights granted in this License Agreement are conditional upon timely payment of the License Fee. The License Fee is nonrefundable.

3. **USE.** Licensee covenants and agrees that it shall utilize the Licensed Property for the construction, installation, use, maintenance, repair, replacement and removal of the playground equipment, fitness stations, benches, trash cans, pavilion and other amenities, structures and fixtures (the "Playground Equipment and Other Amenities"), as identified and depicted on **Exhibit C**, which is attached hereto and incorporated by this reference. Licensee shall comply with the requirements of **Exhibit C-1**, which is attached hereto and incorporated by this reference. Licensee covenants and agrees that it shall not utilize the Licensed Property for any other purpose, nor shall it use the Licensed Property or permit it to be used for purposes prohibited by the applicable laws of the United States, State of Colorado, or any political subdivision thereof. Licensee is solely responsible for funding the cost of the purchase, construction, installation, maintenance, repair, replacement and removal of all Playground Equipment and Other Amenities. Licensee understands and agrees that the Playground Equipment and Other Amenities shall be available for use by the general public. Licensee shall comply with all applicable laws, rules, orders, ordinances and regulations of any governmental authority.

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4. TERM. The Licensee shall have the right to use the Licensed Property until terminated as provided herein, subject to the terms and conditions of this License Agreement.

5. RELOCATION. In the event the construction or reconstruction of any roadways, including bridge improvements, upon, over, under and across the Licensed Property, or the construction, reconstruction or repair of any of the Town's property necessitates the relocation, or removal of the Playground Equipment and Other Amenities, then Licensee shall, at its sole cost and expense, timely perform or cause the performance of such relocation or removal of the Playground Equipment and Other Amenities.

6. INSURANCE. The Licensee shall obtain necessary and adequate insurance, with limits commensurate with the hazards and risks associated with this use, but in no event less than the liability limits established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as now in effect or as hereinafter amended.

a. Workers' Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this License Agreement, and Employer's Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) disease-policy limit, and Five Hundred Thousand Dollars (\$500,000) disease-each employee. Evidence of qualified self-insured status may be substituted for the workers' compensation requirements of this subparagraph.

b. Commercial General Liability Insurance to be written with a limit of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, arising out of any one occurrence, and not less than Two Million Dollars (\$2,000,000) general aggregate for all damages arising out of bodily injury, including death, at any time resulting therefrom, during the policy period. This policy shall also include coverage for blanket contractual and independent contractor risks. The limits of Commercial General Liability Insurance for broad-form property damage (including products and completed operations) shall be not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one occurrence, and not less than Two Million Dollars (\$2,000,000) for all damages arising out of injury to or destruction of property, including the Town's property, during the policy period. The policy shall contain a severability of interest's provision.

The Licensee shall not start installation until it has obtained all insurance required under this paragraph and filed a certificate of insurance or a certified copy of the insurance policy with the Town Risk Manager. The Commercial General Liability Insurance policy shall list the Town as an additional named insured and shall contain a clause providing that coverage shall not be cancelled by the insurance company without notice to the Town within two (2) business days of the cancellation or substantive change to the policy. A copy of the certificate of insurance is attached hereto as **Exhibit D** and incorporated by this reference.

7. UTILITIES. Licensee covenants and agrees to pay all charges for water, electric power and other utilities assessed, levied or incurred on the Licensed Property, during the term of this License.

8. INSTALLATION, MAINTENANCE, REPAIR AND ALTERATIONS. Licensee shall install the Playground Equipment and Other Amenities in accordance with the plans approved by the Town. Prior to installation, Licensee shall obtain all necessary permits and shall comply with all requirements thereof, including, but not limited to, Section 13.10.250 of the Parker Municipal Code concerning prairie dog management. After initial installation, Licensee covenants and agrees not to make or permit to be made any alterations in, or additions to, the Licensed Property without the prior written consent of the Public Works Director and to keep the Licensed Property and all improvements thereon, including the Playground Equipment and Other Amenities, in good repair at the expense of Licensee. Licensee shall inspect, maintain, repair and replace the Playground Equipment and Other Amenities in accordance with the requirements outlined in Exhibit C-1.

9. RE-ENTRY. Licensee covenants and agrees to permit the Town or its duly authorized representatives to enter upon the Licensed Property, at any reasonable hour of the day, for the purpose of inspecting the same, and to do such other acts and things as it deems necessary for the protection of its interests therein.

10. NOTICE. Any notice required under this License shall be in writing and mailed by certified mail to the respective parties at the address herein given. The Director of Engineering/Public Works shall be the representative of the Town to accept or give any approval, notice or the like provided hereunder. In the event Licensee should change the address herein given during the term of this License, Licensee shall notify the Town in writing of such change of address:

The Town: Director of Engineering/Public Works
Town of Parker
20120 E. Mainstreet
Parker, Colorado 80138

Licensee: Echelon Parker, LLC
Attn: Eric Garrett
1051 Greenwood Springs Blvd.
Greenwood, Indiana 46143

11. NO COVENANT OF TITLE OR QUIET POSSESSION. The rights granted herein are without covenant of title or warranty of quiet possession of the Licensed Property and no water or water rights are granted by this License.

12. SUCCESSORS AND ASSIGNS. This License shall inure to the benefit of, and be binding upon, the respective legal representatives, heirs, successors and assigns of the parties.

13. ASSIGNMENT OR SUBLEASE. Licensee covenants and agrees not to assign this License or to sublet any part of the Licensed Property without first obtaining the written consent

of the Town. Written consent to assignment of this License Agreement shall only be granted to the owner of the Benefitted Property. No other assignment shall be allowed.

14. LICENSED PROPERTY TAKEN "AS IS." Licensee understands and agrees that the Licensed Property is licensed "as is." The Town makes no warranty, written or implied, that the Licensed Property is fit for any purpose or that it meets any federal, state, county or local law, ordinance or regulation applying to the Licensed Property.

15. LIABILITY AND INDEMNIFICATION. The Town shall not be liable for any loss, injury, death or damage to any person or personal property which may arise from the use or condition of the Licensed Property during the term of the License. Licensee hereby expressly agrees, to the extent permitted by law, to defend, indemnify and hold harmless the Town, its officers, agents, employees and insurers against any liability, loss, damage, demand, action, cause of action or expense of whatever nature (including court costs and attorney fees), which may result from any loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity, which arises out of or is caused by reason of Licensee's negligent use of the Licensed Property or Licensee's failure to fulfill the terms and conditions of the License.

16. RESERVATION FOR COUNCIL USE. This License is made under and conformable to the provisions of all Town of Parker regulations insofar as applicable. These provisions are incorporated herein and made a part hereof by this reference and shall supersede any apparently conflicting provisions otherwise contained in the License. The Town reserves the right to make full use of the Licensed Property as may be necessary or convenient in the operation of the public streets, drainage infrastructure, or drainageways under the control of the Town and the Town retains all rights to operate, maintain, install, repair, remove or relocate any of its facilities located within the Licensed Property at any time and in such a manner as it deems necessary.

17. TERMINATION.

a. This License Agreement may be terminated by the Town at any time upon thirty (30) days' written notice to Licensee.

b. If default shall be made in any of the covenants or agreements contained herein contained to be kept by Licensee, upon notice to Licensee and failure to cure such default within seven (7) days' notice (except that if the Licensee cannot cure such default within said seven (7) day period, this period shall be extended for a reasonable additional time, provided that the Licensee commences to cure such default within said seven (7) days and proceeds with due diligence thereafter to effect such cure), this License Agreement may be terminated by the Town, and it shall be lawful for the Town to enter into the Licensed Property, or any part thereof, either with or without process of law, to terminate the interest of Licensee or of any person or persons occupying the same, and to expel, remove or put out such person or persons, using such force as may be necessary in so doing, without being liable to prosecution or to damages therefor. If, at any time, the License shall be terminated as aforesaid, or by any other means, Licensee agrees to surrender and deliver up the Licensed Property peaceably to the Town immediately upon the termination and, if Licensee shall remain in possession after termination, Licensee shall be deemed

guilty of a forcible detainer on the Licensed Property and, waiving all notice, shall be subject to eviction and removal, forcibly or otherwise, with or without process of law.

c. If the Town terminates this License Agreement pursuant to subsection 17(b) due to a default by Licensee, Licensee shall make payment to the Town in the amount of Two Hundred Thirty-Nine Thousand Five-Hundred Fifty-Seven and 50/100 Dollars (\$239,557.50) (the "Fee in Lieu Balance") upon demand by the Town. The Fee in Lieu Balance represents the amount Licensee would have paid as a "cash in lieu of land dedication" pursuant to Section 13.07.140 of the Parker Municipal Code, less the amount of the License Fee. Additionally, if the Town terminates this License pursuant to subsection 17(b) due to a default by Licensee, Licensee shall transfer all of its ownership interests in the Playground Equipment and Other Amenities to the Town and Licensee shall have no further obligation to inspect, repair, maintain or replace the Playground Equipment and Other Amenities.

d. If the Town terminates this License Agreement pursuant to subsection 17(a), the Fee in Lieu Balance shall not be due or payable by Licensee; provided however, Licensee shall transfer all of its ownership interests in the Playground Equipment and Other Amenities to the Town and Licensee shall have no further obligation to inspect, repair, maintain or replace the Playground Equipment and Other Amenities.

e. The Town shall have the right to assess and file a lien against the Benefitted Property for any amount due under this Agreement that is not paid upon demand. The lien shall be a first and prior lien to all other liens.

18. **VENUE.** For the resolution of any dispute arising hereunder, venue shall be in the courts of Douglas County, State of Colorado.

19. **ENTIRE AGREEMENT.** This License Agreement sets forth the entire agreement and understanding of the parties hereto with respect to this transaction, and this License Agreement supersedes any prior agreements, whether written or oral, regarding the matters described herein.

20. **RECORDING.** This License Agreement shall be recorded in the real estate records of Douglas County and shall be a covenant running with the Benefitted Property in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the date set forth above.

TOWN OF PARKER, COLORADO

By:

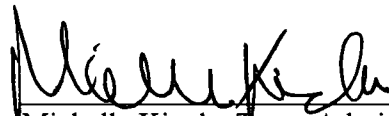

Michelle Kivela, Town Administrator

EXHIBIT A

Benefitted Property

Lots 1 through 3, Parker and Pine Filing No. 2, County of Douglas, State of Colorado.

EXHIBIT B

Licensed Property

Baldwin Gulch Amenity Area Legal Description:

A Part of Tract A, Parker Auto Plaza Filing 1, recorded at Reception Number 2004113377, Douglas County, Colorado Clerk and Recorder's Office, situated in the Southeast 1/4 of Section 9, and the Southwest 1/4 of Section 10, T.6S., R.66W., of the 6th P.M., Town of Parker, County of Douglas, State of Colorado, more particularly described as follows:

Beginning at the Northwest Corner of Tract A, Parker Auto Plaza Filing 1;

Thence the following five (5) courses along the Northerly Line of said Tract A;

- 1) Thence S89°42'09"E a distance of 136.53 feet;
- 2) Thence S00°17'51"W a distance of 85.51 feet;
- 3) Thence S64°21'00"E a distance of 346.26 feet;
- 4) Thence S38°32'29"E a distance of 41.50 feet;
- 5) Thence N89°59'52"E a distance of 345.68 feet;

Thence S00°03'13"W a distance of 44.27 feet;

Thence S17°51'30"E a distance of 9.05 feet;

Thence S70°46'31"W a distance of 169.97 feet to a point of curve;

Thence along a curve to the right having a central angle of 70°12'17", a radius of 150.00 feet an arc length of 183.80 feet a chord bearing of N74°07'21"W and a chord distance of 172.51 feet;

Thence N39°01'12"W a distance of 53.84 feet to a point of curve;

Thence along a curve to the left having a central angle of 28°53'05", a radius of 320.00 feet an arc length of 161.32 feet a chord bearing of N53°27'44"W and a chord distance of 159.62 feet to a point of reverse curve;

Thence along a curve to the right having a central angle of 04°40'21", a radius of 1825.00 feet an arc length of 148.83 feet a chord bearing of N65°34'06"W and a chord distance of 148.79 feet to a point of reverse curve;

Thence along a curve to the left having a central angle of 06°31'12", a radius of 175.00 feet an arc length of 19.91 feet a chord bearing of N66°29'32"W and a chord distance of 19.90 feet to a point of compound curve;

Thence along a curve to the left having a central angle of 21°05'17", a radius of 100.00 feet an arc length of 36.81 feet a chord bearing of N80°17'46"W and a chord distance of 36.60 feet to a point of reverse curve;

Thence along a curve to the right having a central angle of 83°58'12", a radius of 15.00 feet an arc length of 21.98 feet a chord bearing of N48°51'19"W and a chord distance of 20.07 feet;

Thence N06°52'13"W a distance of 49.94 feet to a point of curve;

Thence along a curve to the left having a central angle of 173°24'24", a radius of 50.00 feet an arc length of 151.33 feet a chord bearing of S86°25'35"W and a chord distance of 99.83 feet to a point on the Easterly Right-of-Way (R.O.W.) Line of Twenty Mile Road;

Thence along said Easterly R.O.W. Line and along a curve to the right having a central angle of 06°00'15", a radius of 625.00 feet an arc length of 65.50 feet a chord bearing of N20°57'01"W and a chord distance of 65.47 feet to the **Point of Beginning**.

Parcel Contains (41,643 Square Feet) 0.9560 Acres, more or less.

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

Bearings shown hereon are based on the North Line of Tract A assumed to bear S89°42'09"E as shown on the plat of Parker Auto Plaza Filing No. 1.

Date Prepared: July 12, 2021

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

EXHIBIT C-1

Installation of Playground Equipment and Other Amenities

Licensee shall, at its sole cost and expense, install within the Licensed Property equipment which has been approved by the Town's Director of Parks, Recreation and Open Space ("Director") and meets the current playground safety standards and guidelines of the American Society for Testing and Materials (ASTM), the Consumer Product Safety Commission (CPSC) and the Americans with Disabilities Act (ADA). The Playground Equipment and Other Amenities shall be installed by a manufacturer approved installer. Prior to opening for use, Licensee shall have the playground equipment inspected by a third-party Certified Public Safety Inspector (CPSI) who must indicate that the playground equipment meets all the applicable playground safety standards. Any insufficiencies of the playground equipment found by the CPSI shall be brought into compliance by Licensee. A copy of the inspection report showing full compliance with all applicable safety standards shall be provided to the Director. Additionally, upon installation, Licensee shall complete a use audit (separate from the above-required safety standards inspection report), to determine inspection frequency, based on recommendations from the designer/manufacturer of the playground equipment. A copy of the use audit and manufacturer recommendations shall be provided to the Director. All other amenities shall be installed and inspected in accordance with designer and manufacturer specifications, and at a minimum as described in the "Maintenance Schedule."

Maintenance and Replacement of Playground Equipment and Other Amenities

The Licensee shall be responsible for the maintenance and repair of the Licensed Area and the inspection, maintenance, repair and replacement of the Playground Equipment and Other Amenities. Licensee shall maintain the Licensed Area and the Playground Equipment and Other Amenities in clean, safe and sanitary condition, and shall not knowingly cause any waste or injury thereto. In the event Licensee fails to maintain the Licensed Area or Playground Equipment and Other Amenities in good order and condition and in compliance with all applicable laws, orders and regulations, including all ASTM guidelines, and such failure results in a health and/or safety hazard as reasonably determined by the Town, and such failure continues following notice from the Town, the Town may, but shall not be obligated to, close the Licensed Area and make such repairs or remove such hazard, at Licensee's expense, without providing prior written notice to Licensee. Within thirty (30) days after the Town renders a reasonably detailed bill for the reasonable costs of said repairs, Licensee shall reimburse the Town for such reasonable costs.

In addition to the requirements of the use audit, Licensee shall perform an inspection and required maintenance at minimum of once per week and inspect those items listed below and perform maintenance per ASTM/CPSC guidelines immediately following the inspection. Priority 1 hazards (accessible hazards that would cause an accident that would result in death, brain damage, permanent paralysis, loss of vision, loss of speech, loss of limb, or organ destruction) shall be corrected immediately.

Playground inspection list per CPSC:

- a. Broken Equipment such as loose bolts, missing end caps, crack etc.
- b. Broken glass and other trash

- c. Cracks in Plastic
- d. Loose anchoring
- e. Hazardous or dangerous debris
- f. Insect damage or presence
- g. Problems with surfacing
- h. Displaced loose-fill surfacing
- i. Holes, flakes, and/or buckling of unitary surfacing
- j. User modifications (such as ropes tied to parts or equipment rearranged)
- k. Vandalism
- l. Worn, loose, damaged, or missing parts
- m. Wood splitting
- n. Rusted or corroded metals
- o. Rot

In addition to the foregoing, maintenance for the Licensed Area and Playground Equipment and Other Amenities shall be inspected, maintained and replaced in accordance with designer and manufacturer specifications, and, at a minimum, shall be performed as provided below (including the obligation of Licensee to replace the Playground Equipment and Other Amenities), which schedule shall be subject to change, based on usage, upon written notice from Licensor.

Inspection, Maintenance and Replacement Schedule

<u>Amenity</u>	<u>Frequency</u>	<u>Replacement</u>
Trash cans	Mondays, Fridays	As needed upon failure*
Benches	Mondays	As needed upon failure*
Fitness Stations	Mondays	As needed upon failure*
Pavilion	Mondays	As needed upon failure*
Playground	Per Manufacturer	As needed upon failure*/**
Bike Fix It Station	Mondays	As needed upon failure*
Artificial Turf Play Area	Mondays	As needed upon failure*
Pet Waste Stations	Mondays	As needed upon failure*
Overall Park	Mondays	

*Failure is the point the amenity has lost its original look/ function and cannot be repaired

** becomes a Priority hazard as described by ASTM or CPSC guidelines

EXHIBIT D
Insurance Certificates



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance, a Marsh & McLennan Agency LLC company 20 N Martingale Road Suite 100 Schaumburg IL 60173	CONTACT NAME: Fiona Chen	
	PHONE (A/C No. Ext): (847)598-8749	FAX (A/C No.): (847) 440-9123
E-MAIL ADDRESS: fchen@assuranceagency.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Gemini Ins. Co.		10833
INSURER B : American Casualty Company of R		20427
INSURER C : Continental Casualty Co		20443
INSURER D : Tokio Marine Specialty Insuran		23850
INSURER E :		
INSURER F :		

INSURED Echelon Parker, LLC
 The Garrett Companies, LLC
 1051 Greenwood Springs Blvd
 Greenwood IN 46143


GARRDEV-01

COVERAGES **CERTIFICATE NUMBER:** 1708991682 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			VGGP005919	5/23/2021	5/23/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			6071992576	5/23/2021	5/23/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DED \$ 1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			VGFX001345	5/23/2021	5/23/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			6071992612	5/23/2021	5/23/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability			PUB768972	5/23/2021	5/23/2022	Limit \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Southwest corner of South Parker Road and Pine Lane, Parker, Colorado 80134
 It is agreed that the Certificate Holder is Additional Insured, when required by written contract, on the General Liability with respect to operations performed by the Named Insured in connection with this project.

CERTIFICATE HOLDER	CANCELLATION
The Town of Parker 20120 E. Mainstreet Parker CO 80138	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance, a Marsh & McLennan Agency LLC company 20 N Martingale Road Suite 100 Schaumburg IL 60173	CONTACT NAME: Fiona Chen	
	PHONE (A/C, No, Ext): (847)598-8749	FAX (A/C, No): (847) 440-9123
E-MAIL ADDRESS: fchen@assuranceagency.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Gemini Ins. Co.		10833
INSURER B : American Casualty Company of R		20427
INSURER c : Continental Casualty Co		20443
INSURER d : Tokio Marine Specialty Insuran		23850
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 1708991682 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		VGGP005919	5/23/2021	5/23/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		6071992576	5/23/2021	5/23/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DED \$ 1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		VGFX001345	5/23/2021	5/23/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	6071992612	5/23/2021	5/23/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability		PUB768972	5/23/2021	5/23/2022	Limit \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Southwest corner of South Parker Road and Pine Lane, Parker, Colorado 80134
It is agreed that the Certificate Holder is Additional Insured, when required by written contract, on the General Liability with respect to operations performed by the Named Insured in connection with this project.

CERTIFICATE HOLDER The Town of Parker 20120 E. Mainstreet Parker CO 80138	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 