



Development Assistance Packet

Site Plan & Site Plan Amendments LDO 13.03.040(p)

Guide to the Town of Parker's eTRAKiT Electronic Development Review System

eTRAKiT is a state-of-the-art online tool utilized to facilitate the land development review process. eTRAKiT's online system provides access to land use applications, plan reviews, code inspections, projects, permits and licenses. Contractors and homeowners are able to apply and pay for permits, submit plans, view and respond to plan review comments, schedule and see inspection results all electronically. Access is available 24 hours a day, 7 days a week. For additional questions about the eTRAKiT system, please contact the Town of Parker's Community Development Department at 303.841.2332.

eTRAKiT is located at: <https://prkc-trk.aspgov.com/eTRAKiT/>

Please Note:

Development Assistance Packets are prepared to facilitate land use applicants in the review procedures, submittal requirements and overall process for evaluation of land use applications in the Town of Parker, Colorado.

Applicants should be advised that although this Assistance Packet contains information regarding the land use review process, it is not a complete summary of the Town's Land Development Ordinance, not is it intended to be. Applicants for land use projects in the Town of Parker are highly encouraged to familiarize themselves with the requirements of the Town's Land Development Code and all amendments thereto.

Date Released: 2024

Prepared By:

The Town of Parker Community Development Department

Town Hall / 20120 East Mainstreet

Parker, CO 80138

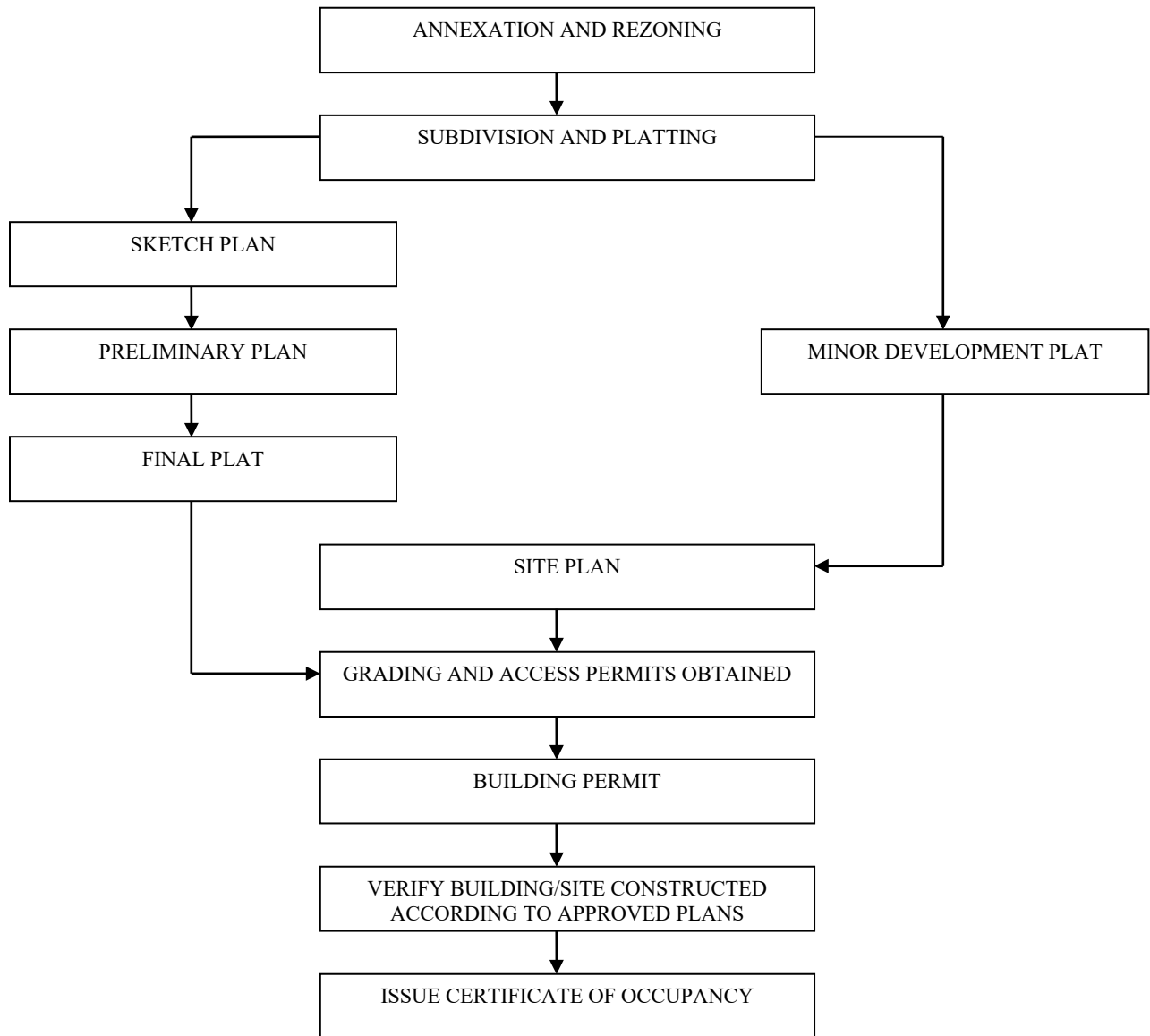
303/841.2332

<https://www.parkerco.gov/112/Community-Development>

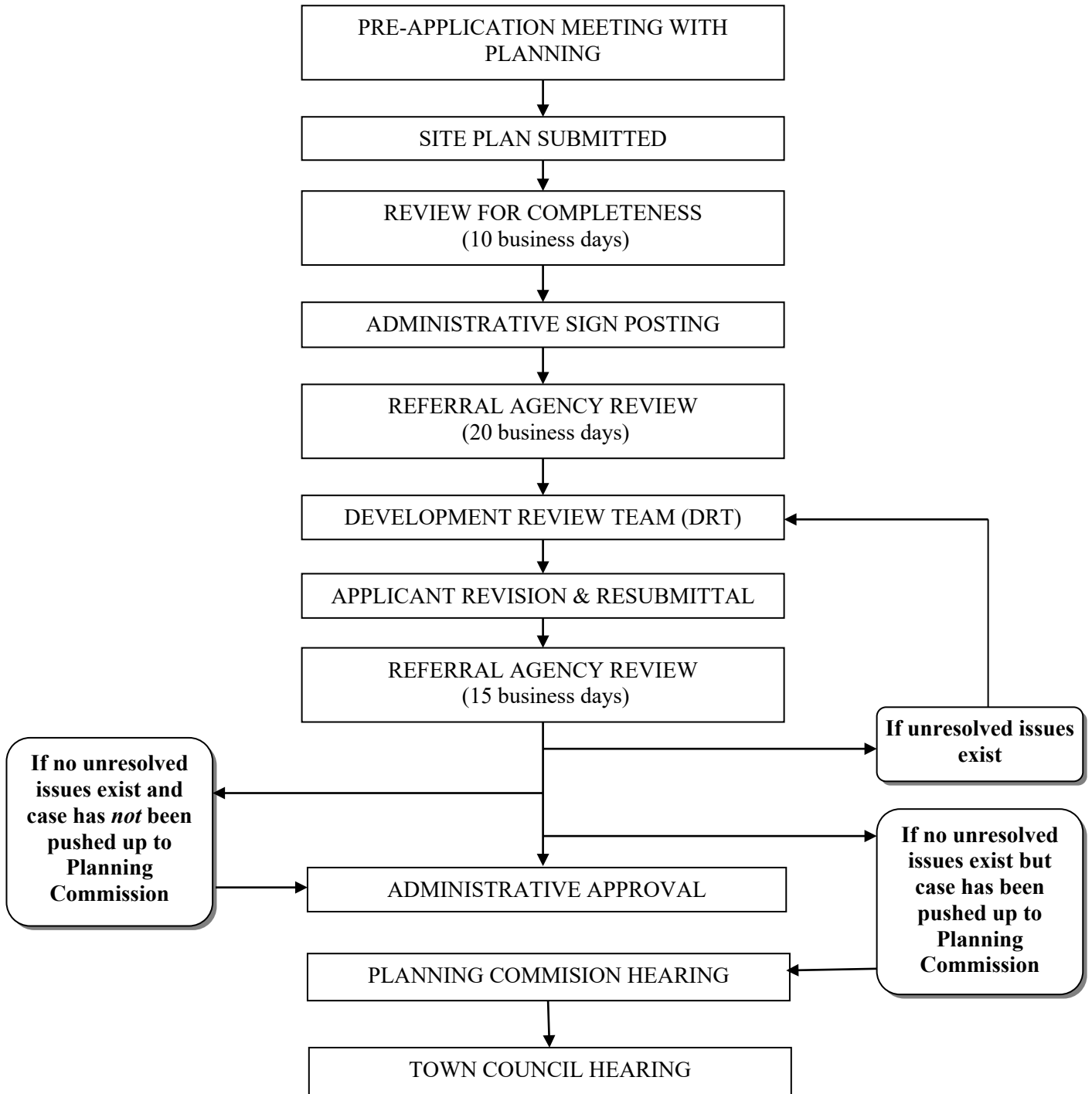


Town of Parker Community Development Department
Town Hall / 20120 East Mainstreet, Parker, CO 80138

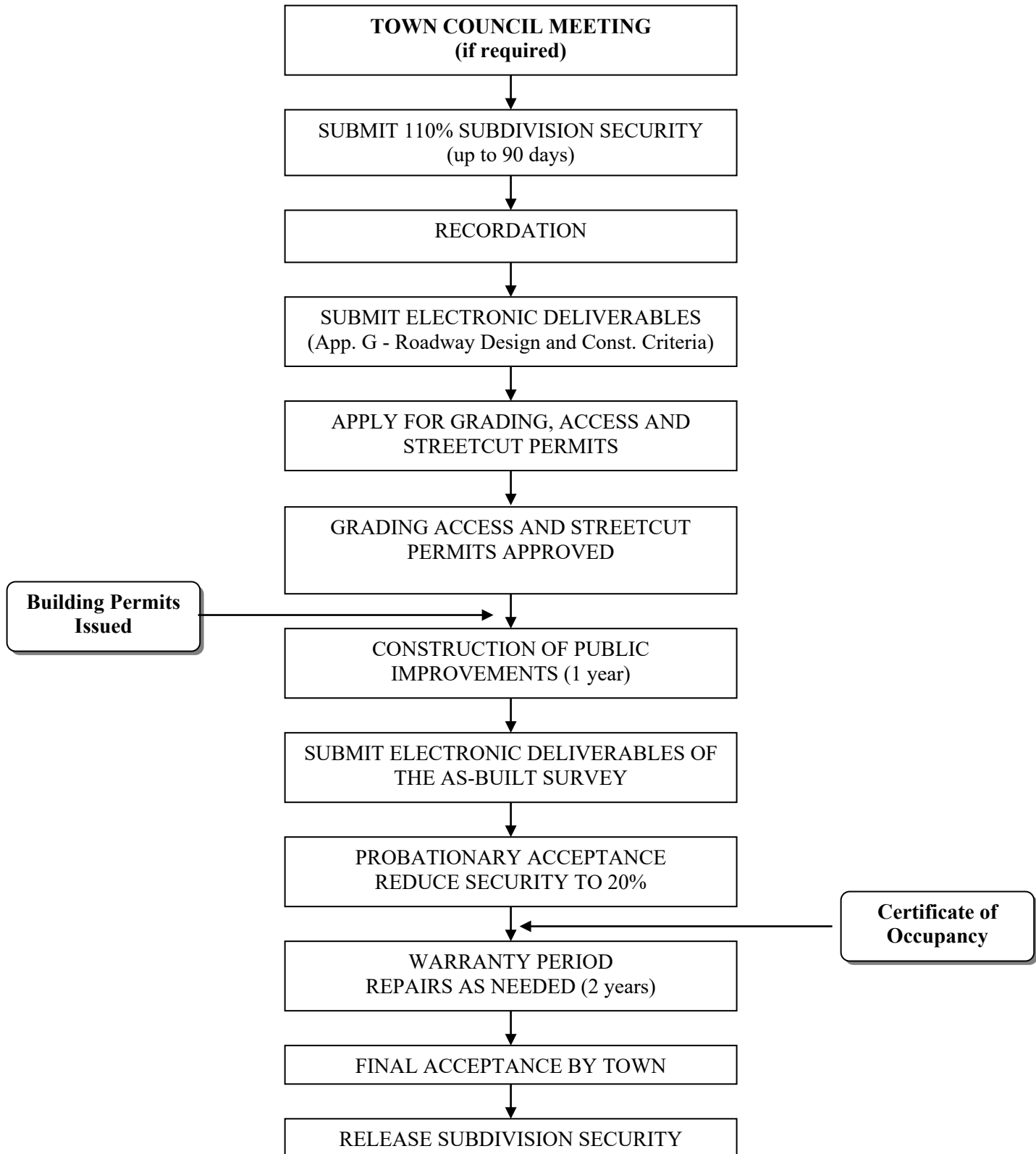
Overall Development Review Process



Site Plan Process



Built Environment – Non-Residential





Town of Parker Community Development Department

Town Hall / 20120 East Mainstreet, Parker, CO 80138



Application Submittal Checklist - Site Plan

13.03.040(m)(j)

LDO

Submittal Item	Required	Submitted	Missing	Notes:
eTRAKiT located on line at:				
https://prkc-trk.aspgov.com/eTRAKiT/				
General Submittal Requirements - Electronic Submittals to be uploaded into Trakit				
Application (see note 1)				Form enclosed; completed and signed by property owner; electronic PDF document
Submittal Fees Paid				Fees will be added after application submittal. Fees may be paid online or mailed/delivered to Tow Hall. Application will not be sent to referral until fees are paid.
Legal Description of Property (see note 2)				(Exhibit A) Electronic pdf Document
Title Commitment/Policy				(Exhibit B) Current to within 30 days ; Electronic PDF Document
Notarized Letter of Authorization				(Exhibit C) enclosed; completed, signed. Electronic PDF Document
Disclosure Letter				(Exhibit D) enclosed; completed, signed. Electronic PDF Document
Vicinity Map of Project Site				(Exhibit E) Electronic format in JPEG - 1MB max
Project Narrative				Electronic PDF Document
Charge Back Agreement				Form enclosed for reference. Signature ready document will be provided by staff. Electronic PDF Document
Public Notice Requirements Apply				See Public Notice Guide for Details
Specific Submittal Requirements - Electronic Submittals to be uploaded into Trakit				
Site Plan Exhibits:				24" x 36" size Electronic PDF Document
Cover Sheet				Reference Administration Manual for signature block requirements(B)(2)
Site Plan				Reference Administrative Manuel section (B)(3)(10)
Master Landscape and Streetscape Plan/Master Park Facilities Plan				Reference Administrative Manual (B)(2)(d) Electronic PDF Document
Photometric Plan				Reference Administrative manual (B)(2)(f) Include cut sheets; Electronic PDF Document
Existing Conditions Map				24" x 36" size Electronic PDF Document
Tree Conservation Plan				Refer to Administrative Manual (B)(2)(h) Electronic 24X36 PDF document
Colored Architectural Renderings				All Elevations and Perspectives Electronic PDF Document
Civil Construction Documents				Refer to Construction Plan Requirements. (See note 4)
Public Improvement Cost Estimates				Electronic PDF Document
Colors and Material Board				9" x 12" maximum; Submitted to the Planning Office
Other Additional Information				As requested by the Town.
Reports and Studies - Section 13.06.030 -Electronic Submittals to be uploaded into eTrakit				
Traffic Impact Study				Electronic PDF Document
Drainage Report				Administrative Manual (B)(2)(d) Electronic PDF Document
Geology Report				Electronic PDF Document
Final Grading Plan				Electronic PDF Document
Soils Report				Electronic PDF Document
Water & Sanitation Report				Electronic PDF Document
Other Additional Information				As required by the Town
Submittals for Public Hearing (if applicable)				
Public Notice				See LDO 13.03.030 (g)
For Approval				
Final Site Plan Set				

Notes:

- 1: Application must include all exhibit attachments.
- 2: Legal descriptions are required to be attached to signed authorization and disclosure letters.
- 3: Include rooftop mechanical structures. Reference the Development Design Standards for architectural guidelines.
- 4: [Roadway Design and Construction Criteria Manual, Appendix B, Plan Sheet Submittal List](#)



PARKER
COLORADO

**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>

Instructions:

1. All applications must be typed or printed. Illegible applications may be rejected at the discretion of the Town.
2. All applicable sections must be completed and signed by ALL parties of interest on page 2. 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 (check all that apply):

<input type="checkbox"/> Amendment to Comprehensive Plan	<input type="checkbox"/> Vacation of Lot Line or Easement	<input type="checkbox"/> Final Plat
<input type="checkbox"/> Annexation & Rezoning	<input type="checkbox"/> Use by Special Review	<input type="checkbox"/> Minor Development Plat
<input type="checkbox"/> Rezoning or PD Amendment	<input type="checkbox"/> Variance	<input type="checkbox"/> Re-Plat
<input type="checkbox"/> Sketch Plan	<input checked="" type="checkbox"/> Site Plan	<input type="checkbox"/> Condo Plat
<input type="checkbox"/> Preliminary Plan	<input type="checkbox"/> Site Plan Amendment	<input type="checkbox"/> Amendment to SIA or Recorded Plat
		<input type="checkbox"/> Other: _____

PROPERTY	Address or General Location: Lot 4A of Parker Pointe Sub. - S. Parker Rd & Stroh Rd.
	Parcel Number(s) if known 2349-031-04-014
	Brief project description: Proposed a Black Rock Coffee Bar (Restaurant /w Drive-thru) within the Town of Parker on the Southeast corner of S. Parker Rd. and Stroh Rd. The section of land to be developed is proposed lot 4A of the Parker Pointe Subdivision, Filing No. 2 as shown on the survey provided with this application. The proposed building is intended to be roughly 1,460 with an expected 24-person internal seating area.

Property Owner of Record:		Applicant (if different from Property Owner):	
Name: PARKER & STROH LLC	Name: Nicholas Salazar	Name:	
Company:	Company: Atwell, LLC	Company:	
Address: P.O. Box 867	Address: 9001 Airport Freeway, Suite 660	Address:	
Address: CRESTED BUTTE, CO. 81224	Address: North Richland Hills, TX 76180	Address:	
Phone: 970.366.1271 Fax	Phone: (512) 584-8669 Fax	Phone:	
Email: BRAD@WILDEKCOLORADO.COM	Email: nsalazar@atwell.com	Email:	

Project Representative or Consultant:		Other/Additional	
Name: BRAD WILKETT	Name:	Name:	
Company: PARKER & STROH LLC	Company:	Company:	
Address: P.O. Box 867	Address:	Address:	
Address: CRESTED BUTTE, CO. 81224	Address:	Address:	
Phone: 970.366.1271 Fax	Phone:	Phone:	
Email: BRAD@WILKETT.COLORADO.COM	Email:	Email:	

Note: All correspondence is sent to the project representative. If the project representative is the owner, or applicant, write in "same as owner" or "same as applicant" in the above section.

Project Role


Signatures Required on Page 2

By signing below, each party are indicating that they understand and agree to the following terms:

1. 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.
2. 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.
3. 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.
4. 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.
5. All requisite fees have been paid to the Town of Parker.
6. 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.
7. 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.
8. 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.

Property Owner of Record:


Print Name: PARKER & STROH, LLC

Signature:  MGR

Date: 12/4/24

Applicant, if different from Property Owner

Print Name: Nicholas Salazar

Signature: 

Date: 12/09/24

Project Representative or Consultant

Print Name: BRAD WILCOX

Signature: 

Date: 12/4/24

Additional

Print Name:

Signature:

Date:

ACCEPTANCE OF TERMS

SIGNATURES

EXHIBIT A
LEGAL DESCRIPTION

Lot 4A,
Parker Pointe Subdivision Filing No. 1, Amendment No. 1 according to the plat as recorded July 31, 2024 at
Reception No. 2024031650, County of Douglas, State of Colorado.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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**EXHIBIT B
TITLE COMMITMENT/POLICY**

Fidelity National Title



NATIONAL COMMERCIAL SERVICES

TKfh
8055 E Tufts Ave, Suite 900
Denver, CO 80237
Phone: (303) 291-9977

DATE: December 4, 2024
FILE NUMBER: 100-N0035971-020-CN1, Amendment No. 4
PROPERTY ADDRESS: 6940 Stroh Road, Parker, CO
BUYER/BORROWER: BH RE Investments LLC, an Arizona limited liability company
OWNER(S): Parker and Stroh, LLC, a Colorado limited liability company
YOUR REFERENCE NUMBER:
ASSESSOR PARCEL NUMBER: R035777 R035776

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

TO: Escrow Officer	ATTN: PHONE: FAX: E-MAIL:	Chandra Nay (303) 692-6787 (303) 628-1644 cnay@fnf.com
Escrow Assistant	ATTN: PHONE: E-MAIL:	Sarah Ratliff (303) 244-9197 Sarah.Ratliff@fnf.com
Title Officer	ATTN: PHONE: E-MAIL:	Eric Stearns (303) 692-6778 estearns@fnf.com
Sales Executive	ATTN: E-MAIL:	John Ellis jfellis@fnf.com

TO: BH RE Investments LLC, an Arizona limited liability company 106 South Kyrene Road Suite 2 Chandler, AZ 85226	ATTN: PHONE: FAX: E-MAIL:	Lubertus (Bert) Hayenga bhayenga1@gmail.com
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TO: Parker and Stroh, LLC, a Colorado limited liability company PO Box 867 Crested Butte, CO 81224	ATTN: PHONE: FAX: E-MAIL:	Brad Willett (000) 000-0000 (000) 000-0000 brad@wildercolorado.com
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TO: Campbell Killin Brittain & Ray, LLC 270 Saint Paul Street Suite 300 Denver, CO 80206	ATTN: PHONE: FAX: E-MAIL:	J. Kevin Ray, Esq. kray@ckbrlaw.com
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Commitment Transmittal
(Continued)

TO: Double Tree Ventures	ATTN: PHONE: FAX: E-MAIL:	Blaine Rice blaine@doubletreeventures.com
TO: Sullivan Hayes 5570 DTC Pkwy. 100 Greenwood Village, CO 80111	ATTN: PHONE: FAX: E-MAIL:	Courtney Key (000) 000-0000 ckey@sullivanhayes.com
TO: BH RE INVESTMENTS LLC 106 South Kyrene Road Suite 2 Chandler, AZ 85226	ATTN: PHONE: FAX: E-MAIL:	Sandy Wilkerson swilkerson@camelbackpartners.com
TO: Sullivan Hayes 5570 DTC Pkwy. 100 Greenwood Village, CO 80111	ATTN: PHONE: FAX: E-MAIL:	Bryan Slaughter (303) 534-0900 (000) 000-0000 bslaughter@sullivanhayes.com
TO: SRS Real Estate	ATTN: PHONE: FAX: E-MAIL:	Patrick McGlinchey Patrick.McGlinchey@srsre.com
TO: SRS Real Estate	ATTN: PHONE: FAX: E-MAIL:	Justin Gregory Justin.Gregory@SRSRE.com
TO: FIRST CUPAZ	ATTN: PHONE: FAX: E-MAIL:	Ellyn Soard esoard@firstcupaz.com
TO: Camel Back Partners	ATTN: PHONE: FAX: E-MAIL:	Sandra Baker-Probascio SBaker-Probascio@camelbackpartners.com
TO: FIRST CUPAZ	ATTN: PHONE: FAX: E-MAIL:	Brian Zurek BZurek@firstcupaz.com
TO: National Commercial Services Main 8055 E Tufts Ave Suite 900 Denver, CO 80237	ATTN: PHONE: FAX: E-MAIL:	Chandra Nay (303) 291-9977 (303) 633-7720 cnay@fnf.com

END OF TRANSMITTAL



COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.


THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **Fidelity National Title Insurance Company**, a Florida Corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Countersigned

By: 
John Miller
Authorized Signature

Fidelity National Title Insurance Company

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.

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- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Transaction Identification Data for reference only:

Issuing Agent: Fidelity National Title, National Commercial Services
Issuing Office: 8055 E Tufts Ave, Suite 900, Denver, CO 80237
Loan ID Number:
Issuing Office File Number: 100-N0035971-020-CN1, Amendment No. 4
Property Address: 6940 Stroh Road, Parker, CO
Revision Number: Amendment No. 4, Amendment Date: December 4, 2024

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **November 26, 2024**
2. Policy to be issued:
 - (a) ALTA Owners Policy 6-17-06
Proposed Insured: BH RE Investments LLC, a _____ limited liability company
Proposed Policy Amount: **\$800,000.00**
 - (b) None
Proposed Insured:
Proposed Policy Amount: **\$0.00**
 - (c) None
Proposed Insured:
Proposed Policy Amount: **\$0.00**
3. The estate or interest in the Land described or referred to in this Commitment is:
A Fee Simple
4. The Title is, at the Commitment Date, [vested in](#):
Parker and Stroh, LLC, a Colorado limited liability company
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

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SCHEDULE A

(Continued)

PREMIUMS:

Owners Policy	1,247.00
Deletion 1 - 3	75.00
Tax Certificate	36.00
ALTA 3.2-06 (CLTA 123.3-06) - Zoning - Land Under Development	624.00
ALTA 8.2-06 (CLTA 110.9.1-06) - Environmental Lien - Commercial	250.00
ALTA 17.1-06 (CLTA 103.12) - Indirect Access and Entry	250.00
ALTA 17.2-06 (CLTA 103.13) - Utility Access	250.00
ALTA 18-06 - Single Tax Parcel	250.00
ALTA 25-06 - Same as Survey	499.00
ALTA 39-06 - Policy Authentication	0.00
SE-91 - Deletion of Arbitration Endorsement - ALTA Owner's Policy (6/17/06)	0.00

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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EXHIBIT A
LEGAL DESCRIPTION

Lot 4A,
Parker Pointe Subdivision Filing No. 1, Amendment No. 1 according to the plat as recorded July 31, 2024 at
Reception No. 2024031650, County of Douglas, State of Colorado.

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SCHEDULE B
PART I – REQUIREMENTS

All of the following Requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.

Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

d. ~~Recordation of an approved replat for Lot 14, legally creating the parcel of land to be the subject property of this transaction.~~

e. Furnish for recordation a partial release of deed of trust:

Amount:	\$7,120,000.00
Dated:	January 27, 2022
Trustor/Grantor:	Parker and Stroh, LLC, a Colorado limited liability company
Trustee:	Douglas County Public Trustee
Beneficiary:	American National Bank & Trust, a National Banking Association
Recording Date:	January 27, 2022
Recording No:	2022006553

Disburser's Notice Recorded January 27, 2022 at Reception No. 2022006554

f. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Parker and Stroh, LLC, a Colorado limited liability company

a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member

b) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

c) Recordation of a Statement of Authority

d) Copies of resolution(s), agreements and/or other documentation necessary to establish the authority of parties executing on behalf of entities disclosed as part of an organizational structure managing said Limited Liability Company.

g. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



SCHEDULE B
PART I – Requirements
(Continued)

- h. The Company will require a survey of the subject Land, which is in compliance with minimum technical standards, prepared by a duly registered and licensed surveyor. If the owner of the Land the subject of this transaction is in possession of a survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be submitted to the Company for examination. In order to prevent delays, please furnish the survey at least 10 days prior to the close of this transaction.

If an existing survey is to be relied upon, an affidavit from the seller(s)/mortgagor(s) must be furnished to the Company stating that no improvements have been made on the Land the subject of this transaction or adjacent thereto subsequent to the survey presented to the Company.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- i. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created as to BH RE Investments LLC, a _____ limited liability company.
- j. Execution of the Company's Lien Affidavit by the Seller. In the event that the Lien Affidavit discloses the existence of new construction on the Land within the past six (6) months or plans for the commencement of new construction, additional requirements may be made.
- k. In consideration of the issuance of ALTA Endorsement 3.2-06 the Company must receive a copy of the signed and approved "Plans", means those site and elevation plans made by the architect or engineer please provide all sheets/ pages as are approved from the appropriate governing authority providing the following information with respect to the Land:
- a. Zoning and permitted uses, if a separate zoning letter or report is not furnished.
 - b. Location and placement of contemplated buildings or structures
 - c. Any restrictions of said development, such as set backs, height restrictions, composition and structural requirements, access, parking or other required development standards.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- l. In consideration of the issuance of ALTA Endorsement 18 the Company will need verification from the Douglas County Assessor's office creating separate Tax Parcels for the Subject property

Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

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SCHEDULE B
PART I – Requirements
(Continued)

END OF REQUIREMENTS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

Page 6

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SCHEDULE B

PART II – EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.
8. Any existing leases or tenancies, and any and all parties claiming by, through or under said leases.

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SCHEDULE B
PART II – Exceptions
(Continued)

NOTE: Items No. 1-3 & 5 of Standard Exceptions shall be deleted on the Final 2006 ALTA Owners Policy upon satisfaction of the requirements set forth in Schedule B-1 herein.

Upon regional underwriting approval and satisfaction of the requirements set forth in schedule B-1 of the commitment No. 4 above will be amended as follows:

Any lien, or right of a lien, for services, labor or material heretofore or hereafter furnished, to the extent such lien or claim of lien arises out of or is in connection with the construction work performed on the Land by or at the request of the Insured, its contractors, subcontractors or agents.

Item No. 7 will be amended to read as follows upon proof of payment of all taxes and assessments;

“Taxes and assessments for the year 2024 and subsequent years, a lien, but not yet due or payable.”

Item No. 8 will be deleted upon receipt of a final affidavit and indemnity stating and affirming there are no lease or tenancies associated with the property recorded or unrecorded

9. Undivided ½ interest in all oil, gas and other mineral rights as evidenced by the instrument set forth below, and any and all assignments thereof or interests therein:

Recording Date: December 1, 1959
Recording No.: [Book 130 Page 294](#)

10. Terms, conditions, provisions, agreements and obligations contained in the Organization of Cherry Creek Basin Authority as set forth below:

Recording Date: May 6, 1988
Recording No.: [Book 790 at Page 718](#)

11. Terms, conditions, provisions, agreements and obligations contained in the Rule and Order as set forth below:

Recording Date: May 11, 1993
Recording No.: [Book 1124 Page 853](#)

12. Terms, conditions, provisions, agreements and obligations contained in the Attachment Agreement as set forth below:

Recording Date: April 22, 1994
Recording No.: [Book 1193 Page 2144](#)

13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

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SCHEDULE B
PART II – Exceptions
(Continued)

Granted to: Intermountain Rural Electric Association
Purpose: Underground Utilities
Recording Date: May 3, 2016
Recording No.: [Reception No. 2016027205](#)

14. Restrictions as contained in Special Warranty Deed:

Recording Date: September 12, 2017
Recording No.: [Reception No. 2017061897](#)

15. Terms, conditions, provisions, agreements and obligations contained in the Special Warranty Deed as set forth below:

Recording Date: July 2, 2018
Recording No.: [Reception No. 2018039824](#)
And
Recording No.: [Reception No. 2018039825](#)

16. Terms, conditions, provisions, agreements and obligations contained in the Ordinance 2.262 Series of 2018 regarding Annexation to the Town of Parker as set forth below:

Recording Date: September 5, 2018
Recording No.: [Reception No. 2018054185](#)

17. Parker Point Annexation Map as set forth below:

Recording Date: September 5, 2018
Recording No.: [Reception No. 2018054186](#)

18. Terms, conditions, provisions, agreements and obligations contained in the Zoning Ordinance No. 3.337, Series of 2018 as set forth below:

Recording Date: September 5, 2018
Recording No.: [Reception No. 2018054187](#)

Zoning Map Parker Pointe as set forth below:

Recording Date: September 5, 2018
Recording No.: [Reception No. 2018054188](#)

19. Terms, conditions, provisions, agreements and obligations contained in the Annexation Agreement parker pointe Property as set forth below:

Recording Date: September 5, 2018

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SCHEDULE B
PART II – Exceptions
(Continued)

Recording No.: [Reception No. 201854189](#)

- 20. Terms, conditions, provisions, agreements and obligations contained in the Corrected order for inclusion (Parker Pointe) as set forth below:

Recording Date: September 14, 2018
Recording No.: [Reception No. 2018056178](#)

- 21. ~~Terms, conditions, provisions, agreements and obligations contained in the 30-Foot Exclusive Easement Agreement as set forth below:~~

~~Recording Date: May 29, 2019
Recording No.: [Reception No. 2019029512](#)~~

Intentionally Omitted

- 22. ~~Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:~~

~~Granted to: Parker Water and Sanitation District
Purpose: 30-Foot Exclusive Easement
Recording Date: May 29, 2019
Recording No.: [Reception No. 2019029513](#)~~

Intentionally Omitted

- 23. Terms, conditions, provisions, agreements and obligations contained in the 50-Foot Exclusive Easement Agreement as set forth below:

Recording Date: May 29, 2019
Recording No.: [Reception No. 2019029514](#)

- 24. ~~Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:~~

~~Granted to: Parker Water and Sanitation District
Purpose: 30-Foot Exclusive Easement
Recording Date: May 29, 2019
Recording No.: [Reception No. 2019029515](#)~~

Intentionally Omitted

- 25. Notes and Easements terms, conditions, provisions, agreements and obligations contained in the Plat for Parker Pointe Filing No. 1 as set forth below:

Recording Date: January 7, 2022
Recording No.: Reception No 2022001733.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



SCHEDULE B
PART II – Exceptions
(Continued)

26. Terms, conditions, provisions, agreements and obligations contained in the Subdivision Agreement for Parker Pointe Filing No. 1 as set forth below:

Recording Date: January 7, 2022
Recording No.: Reception No 2022001734.

27. Notes and Easements terms, conditions, provisions, agreements and obligations contained in the Plat for Parker Pointe Subdivision Filing No. 1, Amendment No. 1 according to the plat as recorded July 31, 2024 at Reception No. 2024031650

28. Terms, conditions, provisions, agreements and obligations contained in the Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions Agreement for Parker Pointe Filing No. 1 as set forth below:

Recording Date: November 12, 2024
Recording No.: Reception No 2024048912

END OF EXCEPTIONS

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DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title, National Commercial Services conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
 - The subject property may be located in a special taxing district.
 - A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
 - Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective August 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

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

[Date 11/7/24]

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

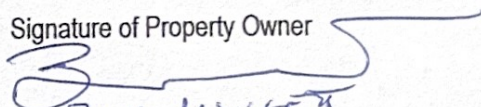
Regarding: Property Owner Letter of Authorization
[Name of Project: PARKER POINTE]

I, (Name of Property Owner), 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 (Name of Applicant/Applicant's Representative) 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


BRAD WILLETT
P.O. Box 867
CHESTNUT BAY, CO 81227
970.366.1271

Print Name:
Address:

Phone Number:

STATE OF COLORADO)
)ss.
COUNTY OF Gunnison

The foregoing instrument was acknowledged before me this 7 day of November, 2024
by Bradley Willett, as _____ of _____.

My commission expires: 8-22-2027

(SEAL)

Notary Public 

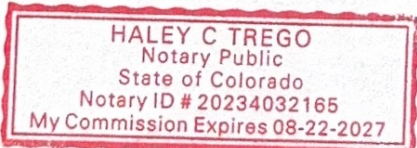


Exhibit D to Town of Parker Land Use Application

Disclosure Letter

[Date 2024-12-09]

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

Regarding: Disclosure Letter of Known Hazards on Site
[Name of Project: Black Rock Coffee Bar]

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 vicious 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 information provided, please contact us using the information below.



Signature of Applicant

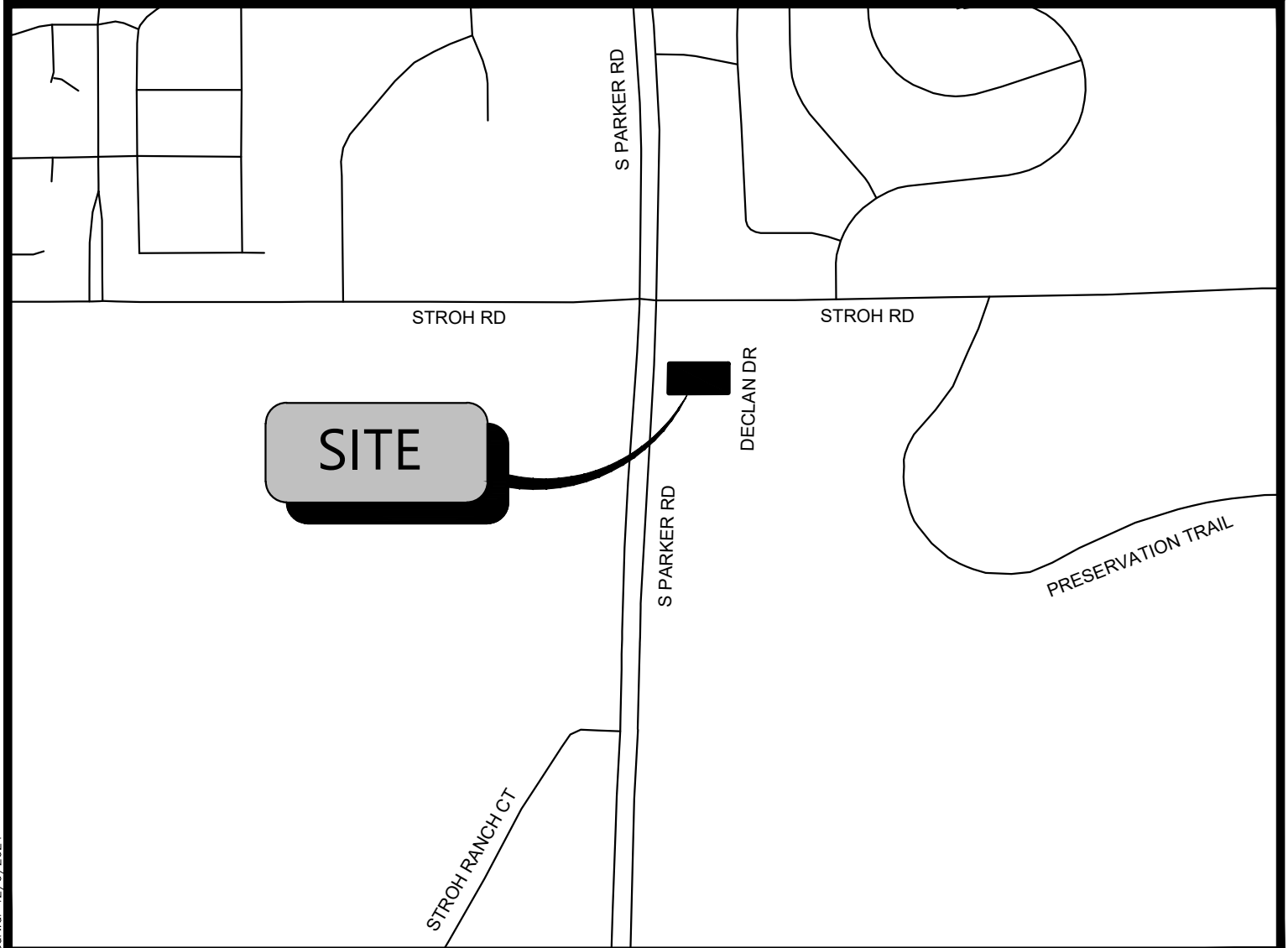
Print Name/Title: Nicholas Salazar - Project Manager

Company: Atwell, LLC

Address: 9001 Airport Freeway, Suite 660
North Richland Hills, TX 76180

Phone Number: (512) 584-8669

FILE NAME: \\TXDAL\Civil\24003198 - BRC - Parker & Stroh - Parker CO\LD\O REFERENCE\VICINITY MAP - EXHIBIT.dwg LAST SAVED BY: ksarwar 11/27/2024 12:34 PM PLOTTED BY: Khadejja Sarwar 12/9/2024



ATWELL
 866.850.4200 www.atwell-group.com

9001 AIRPORT FREEWAY, SUITE 660
 NORTH RICHLAND HILLS, TX 76180
 972.638.8860

EXHIBIT E
 VICINITY MAP



Table 13.03.A: Summary of Development Procedures

✓ = required

R = Review RC= Recommendation D = Decision A= Appeal <>= Public Hearing Required

Procedure	LDO Section	Meetings Required		Review and Decision Authority		
		Pre-Application Meeting [1]	Neighborhood Meeting	Staff	Planning Commission	Town Council
Key Plan Implementation Decisions						
Annexation & Zoning	13.03.040(d)	✓	✓	R	<RC> [2]	<D>
LDO Adoption or Amendment	13.03.040(i)			R	<RC>	<D>
Master Plan Adoption or Amendment	13.03.040(k)	✓	✓	R	<RC>	<D>
Rezoning	13.03.040(n)	✓	✓	R	<RC>	<D>
Subdivision						
Condominium Plat	13.03.040(q)(3)			D	<A>	
Final Plat	13.03.040(q)(4)	✓		D	<A>	
Framework Plan for Subdivision	13.03.040(q)(5)		✓ [3]	D	<A>	
Minor Development Plat	13.03.040(q)(6)	✓		D	<A>	
Plat Correction	13.03.040(q)(7)			D	<A>	
Preliminary Plan	13.03.040(q)(8)	✓	✓ [3]	R	<RC>	<D>
Replat	13.03.040(q)(9)			D	<A>	
Street Name Change	13.03.040(q)(10)			D [4]	<A> [4]	
Vacation of Platted Easements Not Owned by the Town	13.03.040(q)(11)a			D	<A>	
Vacation of Platted Town Easement	13.03.040(q)(11)b			D		
Vacation of Right-of-Way	13.03.040(q)(11)c			D		
Vacation of Unplatted Town Easement	13.03.040(q)(11)d			R		<D>
Site-Specific Approvals						
Floodplain Development Permit	13.03.040(e)			D		A
Framework Plan (when used in connection with a Rezoning)	13.03.040(g)	✓	✓	D	<A>	
Framework Plan (when use in connection with a Site Plan)	13.03.040(g)	✓		D	<A>	
Planned Sign Program	13.03.040(l)			D	<A>	
Preliminary Determination of Stream Buffer Boundaries	13.03.040(m)			D		A
Sign Permit or Temporary Sign Registration	13.03.040(o)			D	<A>	
Site Plan – General [5]	13.03.040(p)	✓	✓	D	<A>	

Table 13.03.A: Summary of Development Procedures

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Procedure	LDO Section	Meetings Required		Review and Decision Authority		
		Pre-Application Meeting [1]	Neighborhood Meeting	Staff	Planning Commission	Town Council
Site Plan – Town-owned Land	13.03.040(p)		✓	R	<RC>	<D>
Temporary Use/Mobile Business Permit	13.03.040(r)			D	<A>	
Use by Special Review – General	13.03.040(s)	✓	✓	R	<RC>	<D>
Use by Special Review – Major Utilities	13.03.040(t)	✓	✓	D	<RC>	<D>
Use by Special Review – Oil and Gas	13.03.040(u)	✓	✓	R	<RC>	<D>
Use by Special Review - Water and Sewer	13.03.040(v)	✓		D		A
Use by Special Review – Wireless Communications Facilities	13.03.040(w)	✓	✓	R	<RC>	<D>
Wireless Communications Facilities – Administrative	13.03.040(z)			D		A
Historic Preservation						
Historic Landmark Alteration, Relocation, or Demolition	13.03.040(h)(2)			D [6]		A
Historic Landmark Designation	13.03.040(h)(3)			R	<RC>	<D>
Historic Landmark Designation Removal	13.03.040(h)(4)			R	<RC>	<D>
Flexibility and Relief						
Administrative Adjustment	13.03.040(c)			D	<A>	
Floodplain Development Variance	13.03.040(f)	✓		R	<RC>	<D>
Major Modification	13.03.040(j)	Same procedures and criteria applicable to initial LDO approval being modified		Same procedures and criteria applicable to initial LDO approval being modified		
Variance	13.03.040(x)	✓		R	<RC>	<D>
Waiver	13.03.040(y)			R		<D>
Notes:						
[1] Pre-application meetings are not required for development applications initiated by the Town.						
[2] The Planning Commission shall make a recommendation on initial zoning only, and not on the annexation proposal.						
[3] An applicant-facilitated neighborhood meeting is required for properties larger than five contiguous acres. A single neighborhood meeting is required at either the Framework Plan or Preliminary Plan stage, as determined by the Planning Director.						
[4] When the request for a street name change is made by an applicant other than the Community Development Department, the Fire Protection District or Douglas County and addresses have already been assigned, a public hearing and decision by Town Council are required.						
[5] Unless referred to the Planning Commission or Town Council by the Planning Director.						
[6] Processed as part of a Site Plan Amendment.						



EXAMPLE PLAN SET

The Utility Plan Set for the water and sanitation district shall be able to stand alone, but shall be provided at the back of all construction plan sets submitted to the Town of Parker. All record sets shall be signed in accordance with Construction Plan Approval Process.

TOWN OF PARKER CONSTRUCTION PLAN SET

Sheet

Cover Sheet
Construction Notes
Horizontal Control Plan
Grading Plan and Details
CBMP Plan
CBMP Details and Notes
Storm Drainage Plan and Profile
Storm Drainage Details and Notes
Roadway Plan and Profile
Roadway Details and Notes
Signing and Striping
Signing and Striping Details and Notes

Required Signature Blocks

Town
Town
Town
Town
Town
No Signature Block
Town
Town
Town
Town (only on sheets containing non-standard details)
Town
Town

UTILITY PLAN SET

(Please contact the applicable water and sanitation district for specific plan requirements)

Sheet

Cover Sheet for Water and Sanitary Plans
Water & Sanitary Sewer General Notes
Overall Utility Plan
Sanitary Sewer Line Plan and Profile
Sanitary Sewer Details
Water Line Plan and Profile
Water Details
Irrigation Plan
Landscape Plan

Required Signature Blocks

Water and Fire/Life Safety
No Signature Block
Town and Fire/Life Safety
No Signature Block
No Signature Block
No Signature Block
No Signature Block
No Signature Block
No Signature Block
Town (Planning)

Note: Standard specifications, notes and details are available on the following websites:

- Cottonwood Water & Sanitation District – www.cottonwoodwater.org or at (303) 792-9509
- Parker Water & Sanitation District – www.pwsd.org or at (303) 841-4627
- Stonegate Village Metropolitan District – svmd.org or at (303) 858-9909
- Town of Parker – www.parkeronline.org or at (303) 840-9546
- South Metro Fire Authority – www.southmetro.org or at (720) 989-2000
- ACCWA – www.arapahoewater.org or at (303) 790-4830

Construction Plan Approval Process

Step 1: Construction plans shall be submitted for review during the application process with the Community Development Department. All comments from each referral agency shall be satisfactorily addressed. The Town Construction plans and Parker Water and Sanitation District plans shall be separate sets.

- Step 2: Provided there are no significant outstanding comments from any review agency, a Site Plan may be scheduled for a Planning Commission Meeting.
- Step 3: Construction Plans will not be considered for signature until all of the following have been completed:
- The plat for the overall development shall be recorded (See Plat Checklist for details)
 - If a Subdivision Improvement Agreement (SIA) or Development Agreement is necessary for Town and/or PWSD improvements. The agreement(s) shall be completed & approved by Town Council and/or PWSD.
 - Security (Letter of Credit (LOC) or cash) shall be in place in accordance with any Agreement(s).
 - All required fees (review, tap, permit, etc.) shall be paid in full.
- Step 4: Electronic record sets of the Town Construction plans only shall be submitted for approval as follows:
- First, Utility Plans **only** to Fire/Life Safety reviewer for approval.
 - Second, Utility Plans **only** to PWSD or applicable water and sewer provider for approval.
 - Last, **Complete** set of construction plans (includes Town and approved Utility Plan Set) to Town for approval.
 - Paper copies of the Utility Plans may be required by PWSD or the applicable water and sewer provider.
- Step 5: After records sets have been approved by all agencies, the applicant shall produce the following paper copies:
- Seven (7) paper copies for the Town. These sets must be provided to the Town prior to scheduling the Preconstruction Meeting.
 - Additional paper copies may be required by PWSD or the applicable water and sewer provider.
- Step 6: A grading permit will not be issued until the following have been completed:
- All requirements of the grading permit application have been met, including the submittal of Grading and CBMP securities.
 - A Preconstruction Meeting shall be held. The meeting **will not** be scheduled until Steps 1-5 have been completed, and all requirements of the grading permit application have been met.
 - A separate Preconstruction Meeting will be held with PWSD; however, it does not need to be completed prior to issuance of the Grading Permit.

Attached is the "Example Plan Set" for typical projects. Please contact the individual agencies for specifics.



December 2024

The Town of Parker Community Development Department
Town Hall / 20120 East Mainstreet
Parker, CO 80138
(303) 841-2332

Subject: Site Plan • APN 234903104014 • S. Parker RD. & Stroh RD.

On behalf of Black Rock Coffee Bar, we are providing information regarding a Proposed Development at the parcel number listed above. The parcel is located southeast corner of the intersection of Stroh Rd & Parker Rd.

The proposed improvements for this project include a portion of APN 234903104014 (25,933 SF, ± 0.60 AC). It is ownerships intent to build a Premium Coffee shop with Drive-Thru ordering available. The current property is zoned LC - limited Commercial for which a sit-down establishment with a drive-thru facility is a permitted use.

Black Rock Coffee Bar is owned by Black Rock Development Company, LLC. They are a premium craft coffee shop with multiple locations across the country. They consider themselves a “part of local communities, each Black Rock Coffee Bar team finds ways to serve their neighborhoods. And by doing so we help raise the bar for relationship and compassion.” Their prototype building is roughly 600-700 square feet in size, with state-of-the-art design and identifiable branding elements. They offer Patio and outdoor seating with the option of Drive-thru Availability.

A Black Rock Coffee Bar (Restaurant /w Drive-thru) within the Town of Parker on the southeast corner of S. Parker Rd. and Stroh Rd proposing a Building roughly 1,460 SF with an expected 24-person internal seating area and with the standard dual lane ordering single lane pickup. This project would utilize the existing access points to Declan Drive.

If there are any questions or concerns, please contact at your earliest convenience.

Thank you for your consideration.
Sincerely,

Nicholas Salazar
nsalazar@atwell.com
Atwell, LLC - Project Manager