



Your kind of place.

**TO:** Brian Wilson, CVL Consultants of Colorado, Inc.

**FROM:** Stacey Nerger, Associate Planner

**DATE:** January 26, 2018

**SUBJECT:** Trails at Crowfoot Filing No. 2 – Final Plat  
[Application SUB17-041]

**The following are the comments regarding your application. All comments must be responded to, and if you disagree with a comment please indicate the reasoning of your disagreement. Please sign and return this memo with your next submittal. A follow-up meeting with the reviewing agencies can be scheduled to provide additional guidance.**

**TOWN OF PARKER PLANNING DEPARTMENT:**  
**ATTN: STACEY NERGER**  
**E-MAIL: [snerger@parkeronline.org](mailto:snerger@parkeronline.org)**  
**FAX: 303-841-3223**  
**PHONE: 303-805-3199**

**TRAILS AT CROWFOOT FILING NO. 2**

**Final Plat:**

1. Please refer to the attached “redline” comments within the Final Plat for staff’s requested changes.

Complied:  Yes  No

Response:

---



---

**Landscaping Plan:**

2. Please refer to the attached “redline” comments within the Landscape Plan for staff’s requested changes.

Complied:  Yes  No

Response:

---



*Your kind of place.*

- 
3. Please include detailed sheets for all landscaped areas within the Filing. This includes the streetscape areas. The trees and groundcover will need to be identified..

Complied:  Yes  No

Response:

---

---

4. All streetscape areas adjacent to HOA tracts (parks/open space) will be the responsibility of the HOA to maintain..

Complied:  Yes  No

Response:

---

---

**General:**

5. Please see the Landscape Cost Estimate redlines for additional requirements to be added.

Complied:  Yes  No

Response:

---

---

6. Attached to this memo is the standard Subdivision Agreement Form with the Letter of Credit. Please review this agreement and let us know if you have any questions.

Complied:  Yes  No

Response:

---

---



*Your kind of place.*

7. Attached to this memo are the additional conditions that will be added to the Subdivision Agreement that will be required to be satisfied. Please review these conditions and let us know if you have any questions.

Complied:  Yes  No

Response:

---

---

### **OUTSIDE REFERRAL AGENCY COMMENTS**

8. Please address all outside referral agency comments with a written response. Copies of these comments can be found within the case file in TRAKiT.

Complied:  Yes  No

Response:

---

---

---

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Project Representative

\_\_\_\_\_  
Date



# TRAILS AT CROWFOOT SUBDIVISION FILING NO. 2

A REPLAT OF TRACT J OF TRAILS AT CROWFOOT FILING NO. 1  
A PART OF THE SECTIONS 4, AND 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN,  
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SHEET 2 OF 6

TOTAL ACREAGE = 22.164 ACRES, 101 LOTS, 5 TRACTS

**NOTES:**

- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY CVL CONSULTANTS OF COLORADO, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, CVL CONSULTANTS OF COLORADO, INC. RELIED UPON COMMITMENT FOR TITLE INSURANCE, COMMITMENT NO. 5514-2556675, AMENDMENT NO. 11 ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY AND HAVING AN EFFECTIVE DATE OF APRIL 21, 2016 AT 5:00 P.M.
- BASIS OF BEARINGS: BASIS OF BEARINGS: THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9 BEING MONUMENTED AT THE NORTHEAST CORNER OF SAID SECTION 9 BY A 3-1/4" ALUMINUM CAP STAMPED LS 23053 AND AT THE EAST QUARTER CORNER OF SAID SECTION 9 BY A 2-1/2" ALUMINUM CAP STAMPED LS 6935 BEING ASSUMED TO BEAR SOUTH 00°15'06" EAST, 2648.70 FEET.
- BENCHMARK: DOUGLAS COUNTY CONTROL POINT KNOWN AS 1.060032, BEING A 3-1/4" ALUMINUM CAP, BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, HAVING A PUBLISHED ELEVATION OF 1799.2870 METERS (5903.13 FEET) NAVD '88 DATUM.
- WITHIN ALL SIGHT TRIANGLES, LIMITED LANDSCAPING SHALL BE ALLOWED BUT NOT SOLID STRUCTURES. SOLID STRUCTURES SHALL INCLUDE, BUT NOT BE LIMITED TO, FENCES AND UTILITY BOXES. LANDSCAPING WITHIN THE INTERSECTION SIGHT DISTANCE TRIANGLES WILL BE LIMITED TO SHRUBS AND PLANTING THAT AT MATURITY WILL BE NO TALLER THAN TWO (2) FEET. TREES PLANTED WITHIN THE SIGHT DISTANCE TRIANGLE WILL NOT BE ALLOWED. LANDSCAPING WITHIN THE SIGHT DISTANCE TRIANGLE AREA SHALL BE MAINTAINED BY THE PROPERTY OWNER OR APPROPRIATE ASSOCIATION.
- THOSE PORTIONS OF REAL PROPERTY WHICH ARE LABELED AS SIDEWALK & UTILITY EASEMENTS AND AS UTILITY EASEMENTS ON THIS PLAT ARE FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES, INCLUDED, BUT NOT LIMITED TO, ELECTRIC LINES, GAS LINES, TELEPHONE LINES, TOGETHER WITH WITH A PERPETUAL RIGHT OF INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF SUCH LINES; SAID EASEMENTS AND RIGHT ARE TO BE UTILIZED IN A RESPONSIBLE AND PRUDENT MANNER.
  - AS SHOWN TEN-FOOT (10') WIDE DRY UTILITY EASEMENTS ARE HEREBY DEDICATED ON PRIVATE PROPERTY ABUTTING ALL PUBLIC STREETS, AND AROUND THE PERIMETER OF EACH COMMERCIAL/INDUSTRIAL LOT IN THE SUBDIVISION OR PLATTED AREA.
  - AS SHOWN ALLEY-TYPE LOTS, SIX-FOOT (6') WIDE DRY UTILITY EASEMENTS WITHIN THE LOTS FOR NATURAL GAS FACILITIES INCLUDING SPACE FOR SERVICE TRUCKS TO DRIVE ARE REQUIRED. IF GAS AND ELECTRIC ARE WITHIN THE SAME TRENCH, A TEN (10') WIDE DRY UTILITY EASEMENT IS REQUIRED, NOT TO OVERLAP ANY WET UTILITY EASEMENT.
- THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
- THERE ARE A TOTAL OF 101 LOTS AND 5 TRACTS IN THE TRAILS AT CROWFOOT SUBDIVISION FILING NO. 2.

TRACT SUMMARY TABLE					
TRACT	SQ. FT.	AREA	USE	OWNERSHIP	MAINTENANCE
A	4,671 S.F.	0.107 AC	OPEN SPACE / UTILITIES	METRO DIST	METRO DIST
B	4,502 S.F.	0.103 AC	OPEN SPACE / UTILITIES	METRO DIST	METRO DIST
C	4,535 S.F.	0.104 AC	OPEN SPACE / UTILITIES	METRO DIST	METRO DIST
D	4,228 S.F.	0.097 AC	OPEN SPACE / UTILITIES	METRO DIST	METRO DIST
E	4,400 S.F.	0.101 AC	OPEN SPACE / UTILITIES	METRO DIST	METRO DIST

LAND USE SUMMARY CHART			
TYPE	SQ. FT.	AREA	% OF TOTAL AREA
SINGLE FAMILY RESIDENTIAL LOTS	671,295 S.F.	15.412 AC.	69.54%
OPEN SPACE AREAS	22,337 S.F.	0.512 AC.	2.31%
ROAD RIGHTS OF WAY	271,812 S.F.	6.240 AC.	28.15%
TOTAL	965,444 S.F.	22.164 AC.	100%

Please add an additional note which states the following:  
All landscaping located within the tree lawn adjacent to any HOA (park/open space) tracts shall be the responsibility of the HOA.

**TITLE VERIFICATION:**

WE, FIRST AMERICAN TITLE INSURANCE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HERON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES.

SIGNATURE \_\_\_\_\_

BY: \_\_\_\_\_

AS: \_\_\_\_\_ OF FIRST AMERICAN TITLE INSURANCE COMPANY

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY \_\_\_\_\_

AS \_\_\_\_\_ OF FIRST AMERICAN TITLE INSURANCE COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

**SURVEYOR'S CERTIFICATION:**

I, WILLIAM F. HESSELBACH, JR., A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF TRAILS AT CROWFOOT FILING NO. 2 WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF THAT ALL MONUMENTS EXIST AS SHOWN HEREON; IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS. THIS SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID MINOR DEVELOPMENT PLAT AND THE SURVEY THEREOF.

I ATTEST THE ABOVE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

WILLIAM F. HESSELBACH, JR., PLS NO. 25369  
FOR AND ON BEHALF OF CVL CONSULTANTS OF COLORADO, INC.  
10333 E. DRY CREEK ROAD, SUITE 240  
ENGLEWOOD, CO 80112  
(720)-249-3542

**FILING 2 MIN, MAX, AND AVERAGE LOT SIZE**

TYPE	SQ. FT.	AREA
MINIMUM LOT SIZE	5,500 S.F.	0.126 AC
MAXIMUM LOT SIZE	8,658 S.F.	0.199 AC
AVERAGE LOT SIZE	6,646 S.F.	0.153 AC

**APPROVAL OF TOWN COUNCIL:**

THIS PLAT WAS APPROVED BY TOWN COUNCIL AND/OR, WHERE APPLICABLE, THE PLANNING DIRECTOR AND DIRECTOR OF ENGINEERING OF THE TOWN OF PARKER, COLORADO, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, FOR FILING. THE DEDICATIONS ARE HEREBY ACCEPTED.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, CURBS, GUTTER, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES, AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF PARKER. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED, AND AFTER THE WARRANTY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS.

THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED.

PLANNING DIRECTOR, TOWN OF PARKER

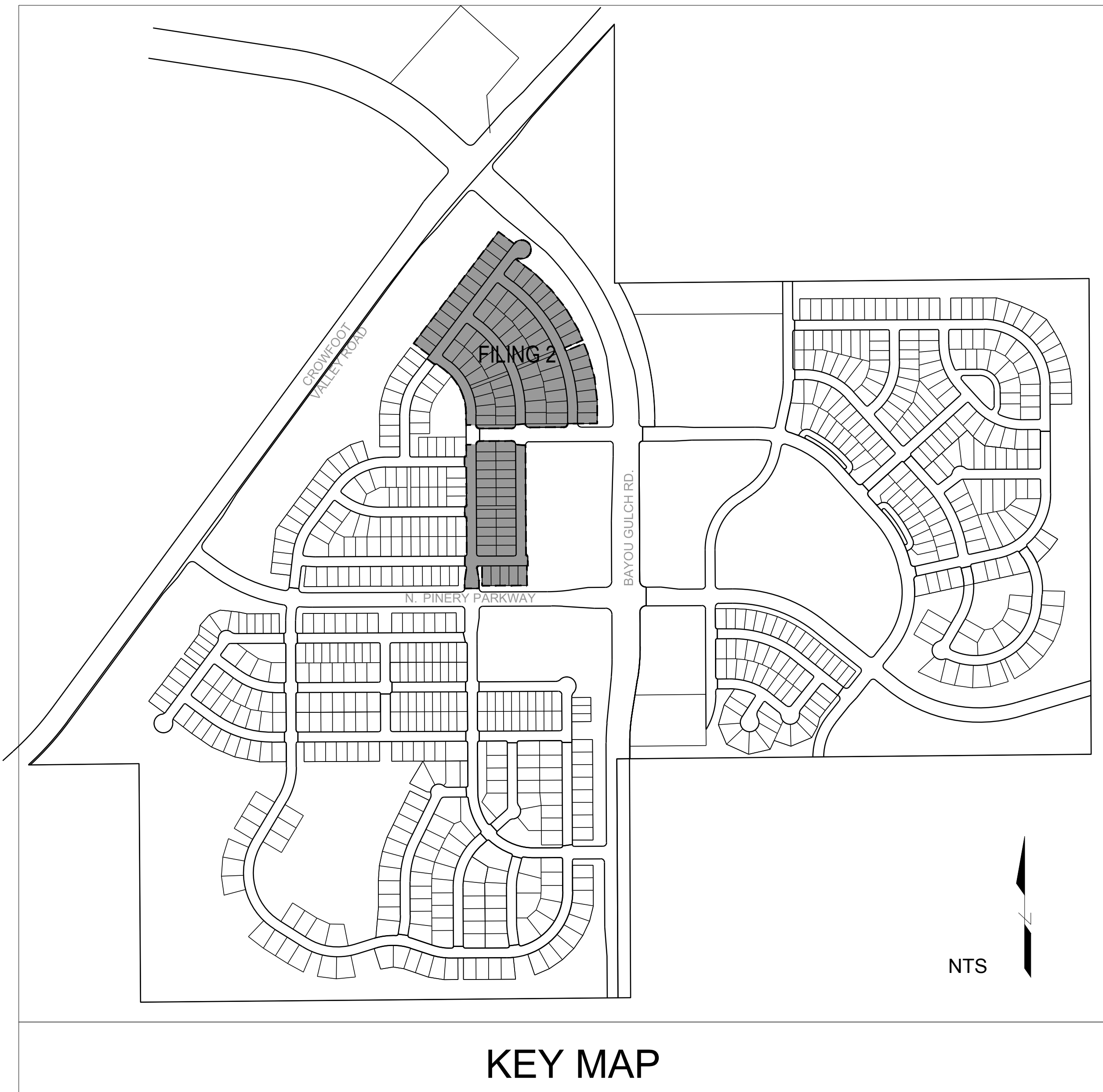
DIRECTOR OF ENGINEERING, TOWN OF PARKER

ENGINEER/SURVEYOR

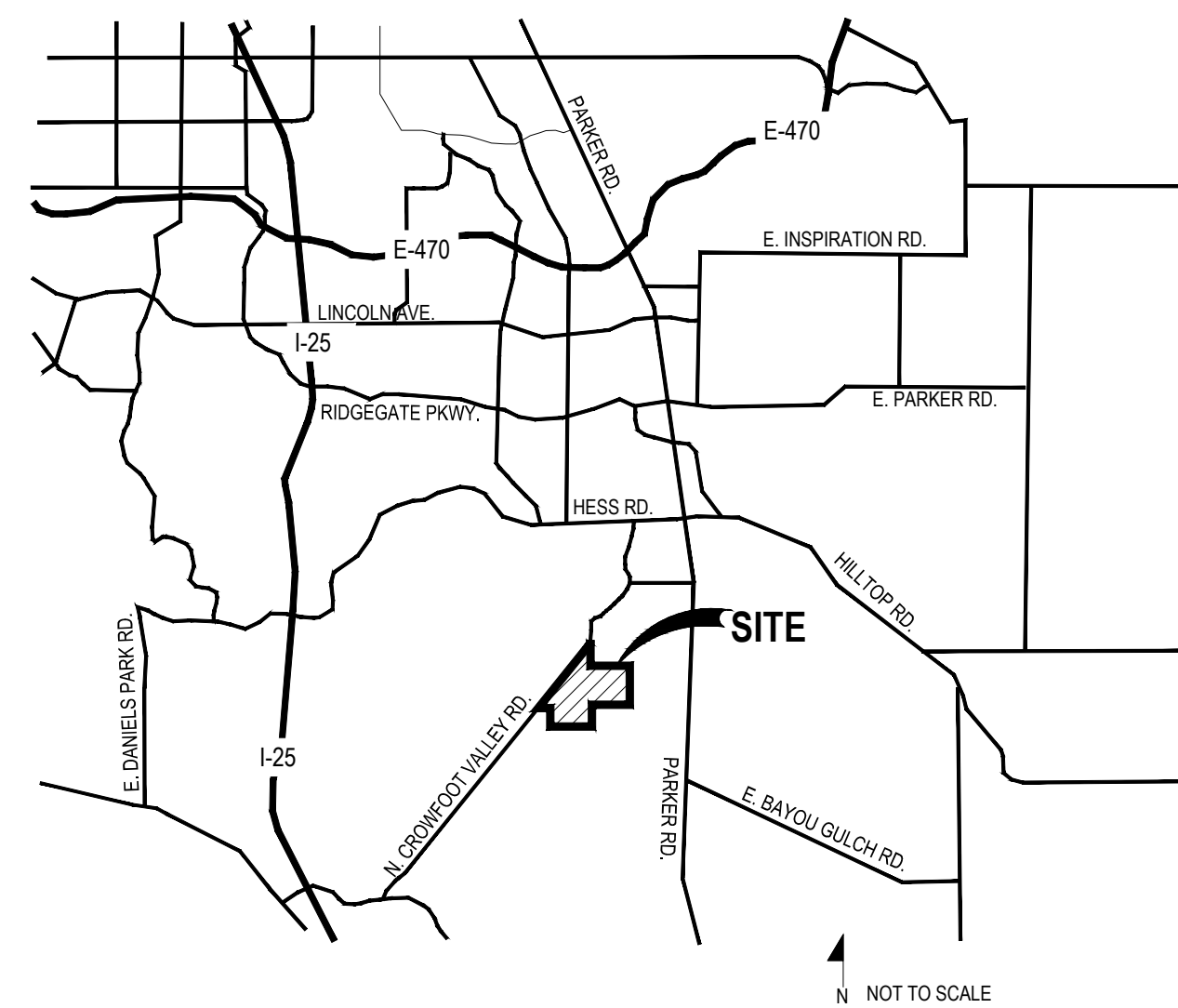
**CVL** Consultants  
of Colorado, Inc.  
10333 E. Dry Creek Rd., Suite 240  
Englewood, CO 80112  
Tel: (720) 482-9526 / Fax: (720) 482-9546

# TRAILS AT CROWFOOT

## FILING NO. 2 FINAL LANDSCAPE PLANS



VICINITY MAP



OWNER / DEVELOPER

ESX MANAGEMENT  
7353 SOUTH ALTON WAY  
CENTENNIAL, CO 80112

PLANNER / LANDSCAPE ARCHITECT

people creating spaces  
pcs group inc. www.pcsgruopco.com  
#3, B-180 Independence plaza  
1007 16th street, denver co 80265  
1 303.531.4905 . f 303.531.4908

CIVIL ENGINEER

**CVL** CONSULTANTS  
10333 E. DRY CREEK RD. #240  
ENGLEWOOD, CO 80112  
720-482-9526

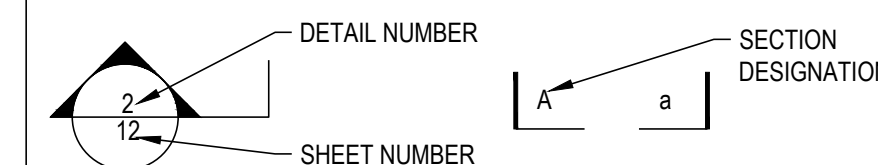
### SHEET INDEX

Sheet Number	Sheet Title
L0.0	LANDSCAPE COVER SHEET
L0.1	LANDSCAPE NOTES & PLANT SCHEDULE
L1.0	OVERALL LANDSCAPE & FENCING PLAN
L1.1	LANDSCAPE PLAN
L1.2	LANDSCAPE PLAN
L2.0	SITE & LANDSCAPE DETAILS
IR1.0	IRRIGATION LEGEND AND NOTES
IR1.1	IRRIGATION DESIGN
IR2.1	IRRIGATION DETAILS

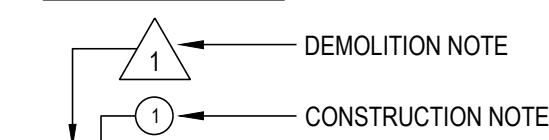
### SYMBOLS & ABBREVIATIONS

AC = ACRE	EXP. = EXPANSION	O.C. = ON CENTER
APPROXIMATE = APPROX.	E.W. = EACH WAY	O.D. = OUTSIDE DIAMETER
B&B = BALL AND BURLAP	F.F. = FINISH FLOOR	P.O.B. = POINT OF BEGINNING
BOC = BACK OF CURB	F.G. = FINISH GRADE	P.O.C. = POINT OF CONNECTION
B.M. = BENCH MARK	FIN. = FINISH	P.V.C. = POLYVINYL CHLORIDE
BLDG. = BUILDING	F.H. = FIRE HYDRANT	PIPE
B.S. = BOTTOM OF STAIR	FL = FLOW LINE	PL = PROPERTY LINE
B.W. = BOTTOM OF WALL	FTG. = FOOTING	R = RADIUS
CAL. = CALIPER	FT. = FEET	R.C.P. = REINFORCED CONCRETE PIPE
C.B. = CATCH BASIN	GA. = GAUGE	R.O.W. = RIGHT OF WAY
CL. CATCH BASIN CENTER LINE	GALV. = GALVANIZED	RECD. = REQUIRED
C.O. = CLEANOUT	H.W. = HEAD WALL	REINF. = REINFORCED
COL. = COLUMN	H.P. = HIGH POINT	SHT. = SHEET
CONC. = CONCRETE	HORIZ. = HORIZON	SPEC. = SPECIFICATIONS
CONT. = CONTINUOUS	I.D. = INNER DIAMETER	SO. = SQUARE
CONTR. = CONTRACTOR	IN. = INCH	S.F. = SQUARE FEET
C.F. = CUBIC FEET	INW. = INWERT	S.Y. = SQUARE YARD
C.Y. = CUBIC YARD	L.P. = LOW POINT	S.S. = STAINLESS STEEL
DET. = DETAIL	L.F. = LINEAR FEET	T.C. = TOP OF CURB
DIM. = DIMENSION	MAX. = MAXIMUM	T.S. = TOP OF STAIR
DIA. = DIAMETER	M.H. = MAN HOLE	T.W. = TOP OF WALL
DWG. = DRAWING	MIN. = MINIMUM	TYP. = TYPICAL
EA. = EACH	MISC. = MISCELLANEOUS	VERT. = VERTICAL
ELEV. = ELEVATION	N.I.C. = NOT IN CONTRACT	W/O = WITH OUT
EXIST. = EXISTING	N.T.S. = NOT TO SCALE	W.W.M. = WOVEN WIRE MESH
E.P. = EDGE OF PAVING		

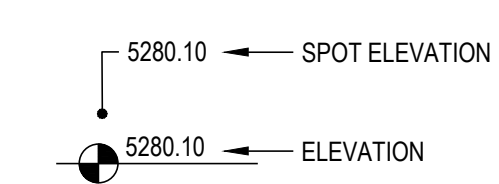
### DETAIL SECTION IDENTIFICATION



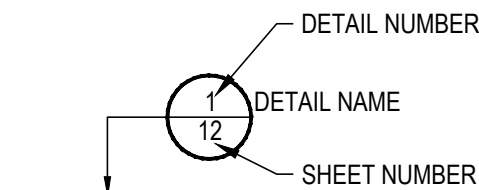
### NOTE IDENTIFICATION



### ELEVATION IDENTIFICATION



### DETAIL IDENTIFICATION



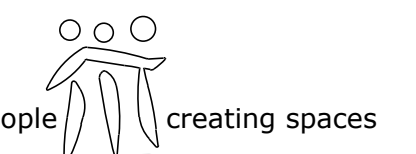
### GENERAL NOTES

- DRAWINGS ARE INTENDED TO BE PRINTED ON 24 X 36 PAPER. PRINTING THESE DRAWINGS AT A DIFFERENT SIZE WILL IMPACT THE SCALE. VERIFY THE GRAPHIC SCALE BEFORE REFERENCING ANY MEASUREMENTS ON THESE SHEETS. THE RECIPIENT OF THESE DRAWINGS SHALL BE RESPONSIBLE FOR ANY ERRORS RESULTING FROM INCORRECT PRINTING, COPYING, OR ANY OTHER CHANGES THAT ALTER THE SCALE OF THE DRAWINGS.
- VERIFY ALL PLAN DIMENSIONS PRIOR TO START OF CONSTRUCTION. NOTIFY THE OWNER'S REPRESENTATIVE TO ADDRESS ANY QUESTIONS OR CLARIFY ANY DISCREPANCIES.
- WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
- SUBMIT A CHANGE ORDER FOR APPROVAL FOR ANY CHANGES TO WORK SCOPE RESULTING FROM FIELD CONDITIONS OR DIRECTION BY OWNER'S REPRESENTATIVE WHICH REQUIRE ADDITIONAL COST TO THE OWNER PRIOR TO PERFORMANCE OF WORK.
- ANY CHANGE TO THE LANDSCAPE PLAN WILL REQUIRE APPROVAL AND MAY REQUIRE A SITE PLAN AMENDMENT.
- THE CONTRACTOR SHALL PROVIDE A STAKED LAYOUT OF ALL SITE IMPROVEMENTS FOR INSPECTION BY THE OWNER'S REPRESENTATIVE AND MAKE MODIFICATIONS AS REQUIRED. ALL LAYOUT INFORMATION IS AVAILABLE IN DIGITAL FORMAT FOR USE BY THE CONTRACTOR.
- IF A GEOTECHNICAL SOILS REPORT IS NOT AVAILABLE AT THE TIME OF CONSTRUCTION, PCS GROUP, INC. RECOMMENDS A REPORT BE AUTHORIZED BY THE OWNER AND THAT ALL RECOMMENDATIONS OF THE REPORT ARE FOLLOWED DURING CONSTRUCTION.
- THE CONTRACTOR SHALL USE THESE CONTRACT DOCUMENTS AS A BASIS FOR THE BID. IF THE OWNER ELECTS TO PROVIDE A GEOTECHNICAL REPORT, THE CONTRACTOR SHALL REVIEW THE REPORT AND SUBMIT AN APPROPRIATE CHANGE ORDER TO THE OWNER'S REPRESENTATIVE IF ADDITIONAL COSTS ARE REQUESTED.
- CONTRACTOR SHALL CONFIRM THAT SITE CONDITIONS ARE SIMILAR TO THE PLANS WITHIN TOLERANCES STATED IN THE CONTRACT DOCUMENTS, AND SATISFACTORY TO THE CONTRACTOR PRIOR TO START OF WORK. SHOULD SITE CONDITIONS BE DIFFERENT THAN REPRESENTED ON THE PLANS OR UNSATISFACTORY TO THE CONTRACTOR, THE CONTRACTOR SHALL CONTACT THE OWNER'S REPRESENTATIVE FOR CLARIFICATION AND FURTHER DIRECTION.
- CONTRACTOR IS RESPONSIBLE TO PAY FOR, AND OBTAIN, ANY REQUIRED APPLICATIONS, PERMITTING, LICENSES, INSPECTIONS AND METERS ASSOCIATED WITH WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO ANY VIOLATIONS OR NON-CONFORMANCE WITH THE PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS, JURISDICTIONAL CODES AND REGULATORY AGENCIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL UTILITY LOCATES PRIOR TO ANY EXCAVATION. NOTIFY OWNER'S REPRESENTATIVE IF EXISTING OR PROPOSED UTILITIES INTERFERE WITH THE ABILITY TO PERFORM WORK.
- UNLESS IDENTIFIED ON THE PLANS FOR DEMOLITION OR REMOVAL, THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT OR EXISTING LANDSCAPE, ADJACENT OR EXISTING PAVING, OR ANY PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION, ESTABLISHMENT OR DURING THE SPECIFIED MAINTENANCE PERIOD. ALL DAMAGES SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS AS DETERMINED BY THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOGGING ANY DAMAGES PRIOR TO START OF CONSTRUCTION AND DURING THE CONTRACT PERIOD.
- ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE WORK AREA LIMITS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMITS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE OWNER'S REPRESENTATIVE PRIOR TO ANY DISTURBANCE OUTSIDE OF THE LIMITS OF WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO PREPARE AND SUBMIT A TRAFFIC CONTROL PLAN TO THE APPROPRIATE JURISDICTIONAL AGENCIES AND THE OWNER'S REPRESENTATIVE IF THEIR WORK AND OPERATIONS AFFECT OR IMPACT THE PUBLIC RIGHTS-OF-WAY. OBTAIN APPROVAL PRIOR TO ANY WORK WHICH AFFECTS OR IMPACTS THE PUBLIC RIGHTS-OF-WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THIS REQUIREMENT DURING THE CONTRACT PERIOD.
- SIGHT TRIANGLES AND SIGHT LINES SHALL REMAIN UNOBSTRUCTED BY EQUIPMENT, CONSTRUCTION MATERIALS, PLANT MATERIAL OR ANY OTHER VISUAL OBSTACLE DURING THE CONTRACT PERIOD AND AT MATURITY OF PLANTS PER LOCAL JURISDICTIONAL REQUIREMENTS. NO PLANT MATERIAL OTHER THAN GROUND COVER IS ALLOWED TO BE PLANTED ADJACENT TO FIRE HYDRANTS AS STIPULATED BY JURISDICTIONAL REQUIREMENTS.
- COORDINATE SITE ACCESS, STAGING, STORAGE AND CLEAN OUT AREAS WITH OWNER'S REPRESENTATIVE.
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY SAFETY FENCING AND BARRIERS AROUND ALL IMPROVEMENTS SUCH AS WALLS, PLAY STRUCTURES, EXCAVATIONS, ETC. ASSOCIATED WITH THEIR WORK UNTIL SUCH FACILITIES ARE COMPLETELY INSTALLED PER THE PLANS, SPECIFICATIONS AND MANUFACTURER'S RECOMMENDATIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF THEIR MATERIAL STOCKPILES CONCRETE IN THE STORM SEWER IS PROHIBITED.
- THE CONTRACTOR SHALL KNOW, UNDERSTAND AND ABIDE BY ANY STORM WATER POLLUTION PREVENTION PLAN (SWPPP) ASSOCIATED WITH THE SITE. IF A STORM WATER POLLUTION PREVENTION PLAN IS NOT PROVIDED BY THE OWNER'S REPRESENTATIVE, REQUEST A COPY BEFORE PERFORMANCE OF ANY SITE WORK.
- CONTRACTOR SHALL MAINTAIN ANY STORM WATER MANAGEMENT FACILITIES THAT EXIST ON SITE FOR FULL FUNCTIONALITY. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ANY NEW STORM WATER MANAGEMENT FACILITIES THAT ARE IDENTIFIED IN THE SCOPE OF WORK TO FULL FUNCTIONALITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER FOR FAILURE TO MAINTAIN STORM WATER MANAGEMENT FACILITIES DURING THE CONTRACT PERIOD.
- THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM EXITING THE SITE OR ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION OR CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS DURING THEIR CONTRACTED COURSE OF WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO PREVENT ANY IMPACTS TO ADJACENT WATERWAYS, WETLANDS, OR OTHER ENVIRONMENTALLY SENSITIVE AREAS RESULTING FROM WORK DONE AS PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE STANDARDS DURING THEIR CONTRACTED COURSE OF WORK.
- THE CONTRACTOR AND OR THEIR AUTHORIZED AGENTS SHALL INSURE THAT ALL LOADS OF CONSTRUCTION MATERIAL IMPORTED TO OR EXPORTED FROM THE PROJECT SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF MATERIAL DURING TRANSPORT. TRANSPORTATION METHODS ON PUBLIC RIGHT-OF-WAYS SHALL CONFORM TO JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS.
- THE CLEANING OF EQUIPMENT IS PROHIBITED AT THE JOB SITE UNLESS AUTHORIZED BY THE OWNER'S REPRESENTATIVE IN A DESIGNATED AREA. THE DISCHARGE OF WATER, WASTE CONCRETE, POLLUTANTS, OR OTHER MATERIALS SHALL ONLY OCCUR IN AREAS DESIGNED FOR SUCH USE AND APPROVED BY THE OWNER'S REPRESENTATIVE.

Prepared For

ESX MANAGEMENT  
7353 SOUTH ALTON WAY  
CENTENNIAL, CO 80112

Land Planning



pcs group inc. www.pcsgruopco.com  
#3, B-180 Independence plaza  
1007 16th street, denver co 80265  
1 303.531.4905 . f 303.531.4908

Engineering



10333 E. DRY CREEK RD. #240  
ENGLEWOOD, CO 80112  
720-482-9526

TRAILS AT CROWFOOT  
FILING NO. 2

PARKER, COLORADO

FINAL LANDSCAPE PLANS

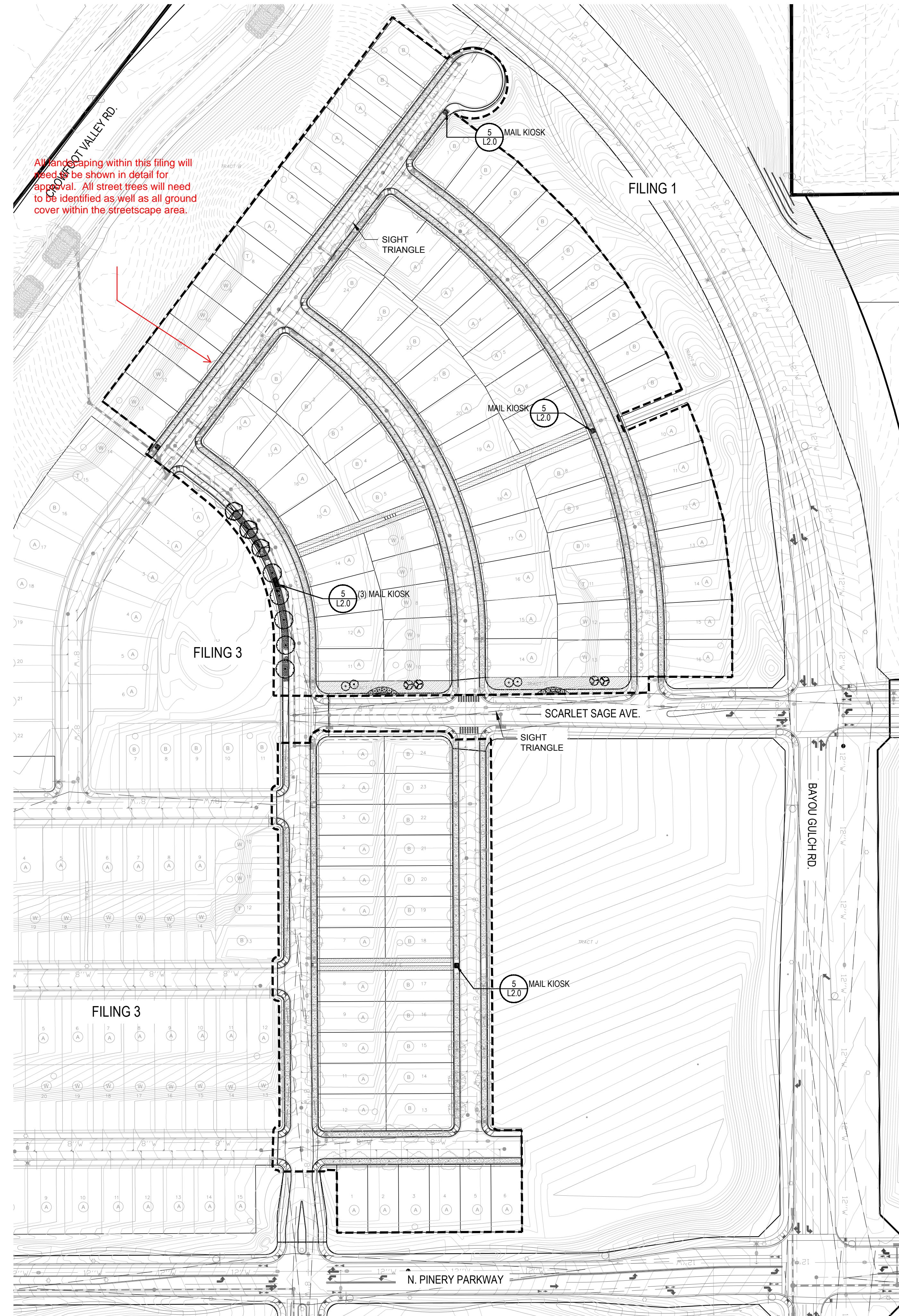
Drawn by: WI\_BEM\_GG  
Checked by: PCS STAFF  
Submitted Date: 04.18.2017  
12.15.2017



Sheet Name  
LANDSCAPE COVER SHEET

Sheet Number

L0.0



All landscaping within this filing will need to be shown in detail for approval. All street trees will need to be identified as well as all ground cover within the streetscape area.

- NOTES:
1. LANDSCAPE MATERIAL AND TREES IN TREE LAWNS ADJACENT TO LOTS ARE RESPONSIBILITY OF HOME BUILDER. STREET TREE LOCATIONS ARE NOT FINAL AND MAY CHANGE BASED UPON DRIVEWAY LOCATION.
  2. NO FENCES OR STRUCTURES WILL BE ALLOWED WITHIN SIGHT TRIANGLES.
  3. SHRUBS & PERENNIALS WITHIN SIGHT TRIANGLES WILL BE NO HIGHER THAN 2'.
  4. TREE CANOPIES WITHIN SIGHT TRIANGLES WILL BE NO LOWER THAN 8'.
  5. MAILBOX CLUSTER LOCATIONS ARE CONCEPTUAL ONLY. FINAL LOCATIONS TO BE DETERMINED BY POSTMASTER.

Prepared For  
 ESX MANAGEMENT  
 7353 SOUTH ALTON WAY  
 CENTENNIAL, CO 80112

Land Planning  
 pcs group inc. www.pcsgruopco.com  
 #3, 9-180 Independence plaza  
 1007 16th street, denver, co 80265  
 1.303.531.4905, 1.303.531.4908

Engineering  
**CVL**  
 CONSULTANTS  
 10333 E. DRY CREEK RD. #240  
 ENGLEWOOD, CO 80112  
 720-482-9526

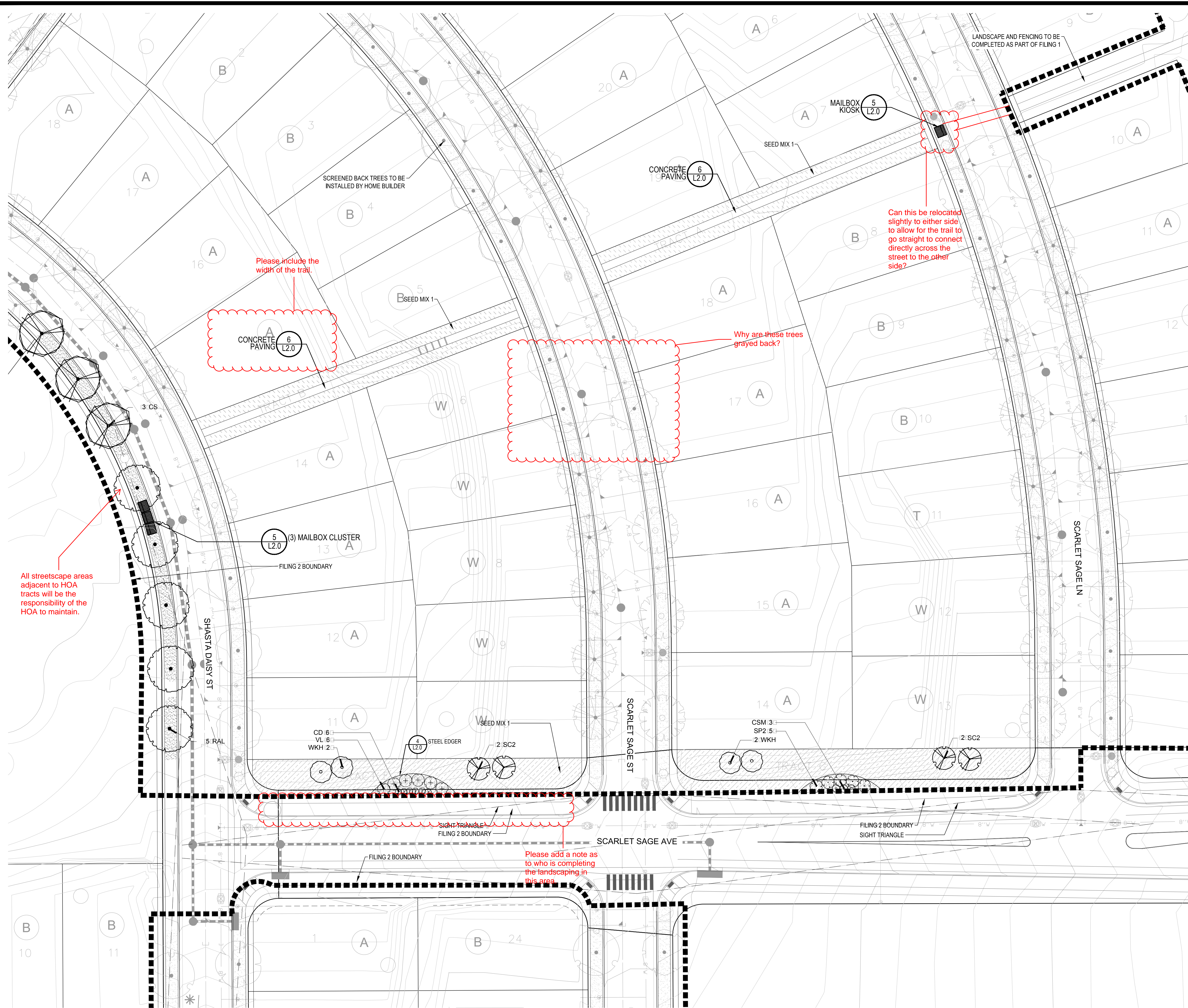
TRAILS AT CROWFOOT  
 FILING NO. 2  
 PARKER, COLORADO  
 FINAL LANDSCAPE PLANS

Drawn by: WI\_BEM\_GG  
 Checked by: PCS STAFF  
 Submittal Date: 04.18.2017  
 Date: 12.15.2017  
 Know what's below.  
 Call before you dig.

Sheet Name  
 OVERALL LANDSCAPE & FENCING PLAN

Sheet Number  
 L1.0

Y:\HESSE\_RANCH\LANDSCAPE\_ARCHITECTURE\CURRENT DIMS\HESSE-LDSCP PLANS - FILING 2.DWG  
Friday, February 24, 2017



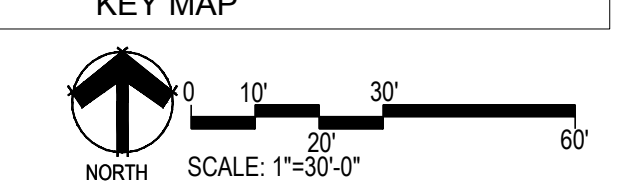
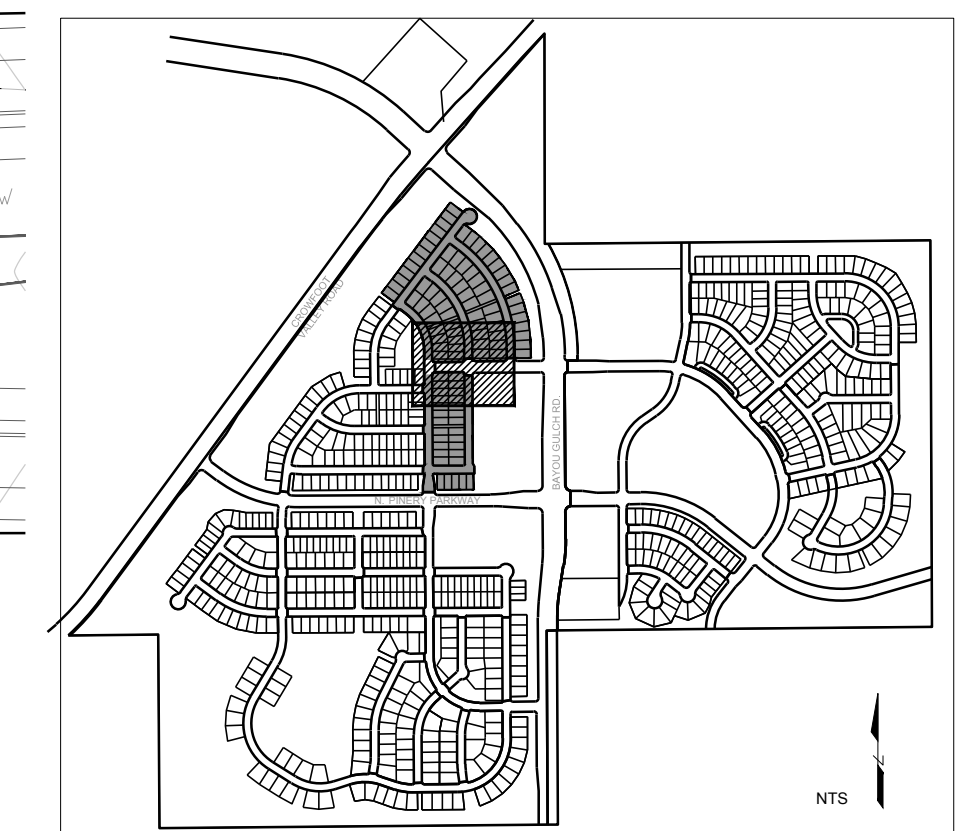
**PLANT & GROUND COVER LIST**

DECIDUOUS TREES	COMMON NAME
CS	NORTHERN CATALPA
RAL	REDMOND AMERICAN LINDEN
ORNAMENTAL TREES	COMMON NAME
WKH	WINTER KING HAWTHORN
SC2	SPRING SNOW CRAB APPLE
DECIDUOUS SHRUBS	COMMON NAME
CD	BLUE MIST SHRUB
SP2	DWARF ARCTIC WILLOW
VL	MOHICAN WAYFARING TREE
EVERGREEN SHRUBS	COMMON NAME
CSM	MOONLIGHT BROOM

GROUND COVERS	COMMON NAME
[Pattern]	ENVIROTURF
[Pattern]	ROCK MULCH GREY, 2" DIA. COBBLE
[Pattern]	SEED MIX 1
[Pattern]	SEED MIX 2

\* TREE CANOPIES WITHIN SIGHT TRIANGLES WILL BE NO LOWER THAN 8'

- NOTES:
1. LANDSCAPE MATERIAL AND TREES IN TREE LAWNS ADJACENT TO LOTS ARE RESPONSIBILITY OF HOME BUILDER. STREET TREE LOCATIONS ARE NOT FINAL AND MAY CHANGE BASED UPON DRIVEWAY LOCATION.
  2. NO FENCES OR STRUCTURES WILL BE ALLOWED WITHIN SIGHT TRIANGLES.
  3. SHRUBS & PERENNIALS WITHIN SIGHT TRIANGLES WILL BE NO HIGHER THAN 2'.
  4. TREE CANOPIES WITHIN SIGHT TRIANGLES WILL BE NO LOWER THAN 8'.
  5. MAILBOX CLUSTER LOCATIONS ARE CONCEPTUAL ONLY. FINAL LOCATIONS TO BE DETERMINED BY POSTMASTER.



Prepared For  
**ESX MANAGEMENT**  
7353 SOUTH ALTON WAY  
CENTENNIAL, CO 80112

Land Planning  
people creating spaces  
pcs group inc. www.pcsgroupco.com  
#3, 9-180 Independence plaza  
1007 16th street, denver, co 80265  
1.303.531.4905, 1.303.531.4908

Engineering  
**CVL**  
CONSULTANTS  
10333 E. DRY CREEK RD. #240  
ENGLEWOOD, CO 80112  
720-482-9526

**TRAILS AT CROWFOOT**  
FILING NO. 2  
PARKER, COLORADO  
FINAL LANDSCAPE PLANS

Drawn by: WI\_BEM\_GG  
Checked by: PCS STAFF  
Submittal Date: 04.18.2017  
Date: 12.15.2017  
Know what's below. Call before you dig.  
**811**

Sheet Name  
**LANDSCAPE PLAN**

Sheet Number  
**L1.1**

**The Subdivision Agreement will break the landscaping down by landscaping (all landscaping located within tracts (private property)) and streetscape (landscaping located usually in the public right-of-way)**

**Trails at Crowfoot JDA Filing 2-Preliminary Landscape Cost Estimate**

**PCS Group**

**Opinion of Probable Cost**

**Date: 12.15.17**

**Filing 2-Park Open Space**

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Ornamental Trees (2" cal)	8	EA	\$ 480.00	\$ 3,840.00
Deciduous Shrubs (5 gal)	17	EA	\$ 50.00	\$ 850.00
Evergreen Shrubs (5 gal)	3	EA	\$ 50.00	\$ 150.00
Native Seed Open Space (w/prep)	21,468	SF	\$ 0.75	\$ 16,101.00
2" Diam. Cobble Rock mulch (3" depth)	993	SF	\$ 1.25	\$ 1,241.25
Steel Edger	126	LF	\$ 3.00	\$ 378.00
Concrete Walk (4" depth)	3,300	SF	\$ 7.00	\$ 23,100.00
Mailbox Kiosk (16 door)	6	EA	\$ 1,400.00	\$ 8,400.00
Irrigation (Spray for native and turf areas)	21,468	SF	\$ 0.90	\$ 19,321.20
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 1,300.00	\$ 1,300.00
			<b>Sub-Total</b>	<b>\$ 74,681.45</b>

**Filing 3-ROW Landscaping**

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	8	EA	\$ 560.00	\$ 4,480.00
EnviroTurf (w/prep)	2,234	SF	\$ 1.00	\$ 2,234.00
Irrigation (Spray for native and turf areas)	2,234	SF	\$ 0.90	\$ 2,010.60
			<b>Sub-Total</b>	<b>\$ 8,724.60</b>

This will be on a separate cost estimate.

All street trees for this filing will need to be included.

Sub Total	\$ 83,406.05
15% Contingency	\$ 12,510.91
<b>Total</b>	<b>\$ 95,916.96</b>

\*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Per the SIA, the total will need to be 110% of the total listed here.

**Disclaimer**

**STREETSCAPE COST ESTIMATE**

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probably landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

The tract cost estimate will need to include any proposed fences and any playground, park seating, etc.

## SUBDIVISION AGREEMENT

[File Name]

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

### RECITALS:

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

B. The Town Council and the Planning Commission of the Town of Parker held all necessary public hearings concerning the plat for the Property. A copy of the final plat is attached hereto as **Exhibit B** and incorporated herein.

C. The approvals cited above are contingent upon the express condition that all duties created by this Agreement are faithfully performed by the Developer.

### AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by the Developer, upon subdivision of the Property. All conditions contained herein are in addition to any and all requirements of the Town of Parker Subdivision Ordinance and Zoning Ordinance, the Town of Parker Charter, any and all state statutes, and any other sections of the Parker Municipal Code, and are not intended to supersede any requirements contained therein.

2. Agreements and Other Requirements. The Developer hereby agrees to perform any and all requirements of the Annexation Agreement entered into between the Town and the Developer on **[Date]** \_\_\_\_\_, 20\_\_, which was recorded at Reception No. \_\_\_\_\_, **[OR for older documents]**: recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, ] [and amended on **[Date]** \_\_\_\_\_, 20\_\_, which was recorded at Reception No. \_\_\_\_\_, **[OR for older documents]**: recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, **←delete this language if no amendment]** of the Douglas County real estate records. The requirements of the Annexation Agreement are in addition to the requirements of this Agreement and are not intended to supersede any requirements contained herein.

3. Fees. The following fees shall be paid to the Town by the Developer.

a. The Developer hereby agrees to pay the Town the actual cost to the Town for plan review, engineering review, hydrological and surveying review, prior to and during the

development process, and for construction observation, inspection and materials testing during the construction process for public improvements, and for construction observation, inspection and materials testing and electronic deliverable review during the warranty period for public improvements, and for legal services (the "actual costs") rendered in connection with the review of the subdivision of the Property, including related administrative fees not to exceed one hundred fifteen percent (115%) of the actual costs. In addition, the Developer shall reimburse the Town for the costs of making corrections or additions to the master copy of the official Town map and for the fee for recording the final plat and accompanying documents with the Douglas County Clerk and Recorder.

b. The Developer shall pay the impact fees, as established by Town ordinances, in effect at the time this Agreement is executed. The Developer shall pay the foregoing impact fees in effect at the time specified by such ordinances.

c. The Developer acknowledges and agrees that the Town, pursuant to this Agreement, shall be granted construction easement(s) that are reasonably sufficient to complete the public improvements.

4. Specific Conditions. The Developer hereby agrees that:

a. Any approval obtained from the Town of Parker does not obviate the Developer's need to comply with the requirements of Sections 7 and 9 of the Endangered Species Act of 1973, 16 U.S.C. 1531, *et seq.*, as amended, or with any other applicable federal, state or local laws and regulations.

b. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities as described in the landscape plans approved by the Town for the Property (the "Streetscape Improvements"). If installation of Streetscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Streetscape Security") of the materials cost as described in **Exhibit E**, attached hereto and incorporated herein, and will complete the Streetscape Improvements according to the landscape plans as provided by Section 13.07.150(c)(2) of the Town's Land Development Ordinance. The Town may reduce the Streetscape Security, in the exercise of its sole discretion, as the Streetscape Improvements are completed and accepted by the Town for final acceptance, subject to Section 13.07.150(c) of the Town's Land Development Ordinance for the Streetscape Improvements.

c. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described in **Exhibit F**, attached and incorporated herein, and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public

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

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

5. Title Commitment. A title commitment for the Property shall be provided to the Town. The title commitment shall show that all property to be dedicated to the Town is or shall be, subsequent to the execution and recording of the final plat, free and clear of all liens and encumbrances (other than real estate taxes which are not yet due and payable), which would make the dedications unacceptable as the Town, in its sole discretion, determines.

6. Breach by the Developer; the Town's Remedies. In the event of a breach of any of the terms and conditions of this Agreement by the Developer, the Town Council shall be notified immediately and the Town may take such action, as permitted and/or authorized by law, this Agreement or the ordinances and Charter of the Town, as the Town deems necessary to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship and undue risk. The remedies include, but are not limited to:

a. The refusal to issue any building permit or certificate of occupancy;

b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;

c. A demand that the security given for the completion of the public improvements be paid or honored; or

d. Any other remedy available at law.

Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to security given for the completion of the public improvements, the Town shall provide the Developer thirty (30) days' written notice of its intent to take any action under this paragraph, during which thirty-day period the Developer may cure the breach described in the notice and prevent further action by the Town.

7. Public Improvements and Warranty. All drainage structures, paved streets, including sidewalk, curb, gutter and slope easements, and necessary appurtenances, as shown on the final plat, landscape plans and the associated construction documents (the "Public Improvements"), as approved by the Director of Engineering/Public Works of the Town, shall be installed and completed at the expense of the Developer and dedicated and/or conveyed to the Town. The Public Improvements required by this Agreement and shown on the final plat, as well as associated construction documents approved by the Director of Engineering/Public Works of the Town and the costs of these Public Improvements, are set forth on **Exhibit C**, attached hereto and incorporated herein. All Public Improvements covered by this Agreement shall be made in accordance with the final plat and associated construction documents drawn

according to regulations and construction standards for such improvements and approved by the Director of Engineering/Public Works of the Town.

The Developer shall warrant any and all Public Improvements, which are conveyed to the Town, pursuant to this Agreement, for a period of two (2) years from the date the Town's Director of Engineering/Public Works grants probationary acceptance of the Public Improvements, as approved by the Town. The warranty period shall extend to the date final acceptance is granted in writing by the Town's Director of Engineering/Public Works. The Developer shall be responsible for scheduling the necessary inspections for probationary and final acceptance. Specifically, but not by way of limitation, the Developer shall warrant the following:

- a. That the title conveyed shall be marketable and its transfer rightful;
- b. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- c. Any and all facilities so conveyed shall be in conformity with the Town's specifications and shall be free of defects in materials or workmanship for a period of two (2) years, as stated above, including, but not limited to, cracks, breakage, settling, or other deterioration of the Public Improvements, no matter the cause, for a period of two (2) years, as stated above.

The Town will accept for maintenance all Public Improvements after the warranty period has expired, provided all warranty work has been completed. The Town shall accept for snow removal purposes only all dedicated public streets after probationary acceptance has been granted in writing by the Director of Engineering/Public Works. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications, prior to final acceptance.

Notwithstanding anything to the contrary contained in this Agreement, the Town will not accept for ownership, maintenance or operation any private improvements that are described as Public Improvements in this Agreement, that include, but are not limited to, private streets, private parks, private open space, drainage facilities, landscaping and medians that will be privately maintained, as described on the final plat and/or subject to a license agreement as provided by Paragraph 14 of this Agreement.

8. Observation. The Town shall have the right to make reasonable engineering observations at the Developer's expense, as the Town may request. Observation, acquiescence in, or approval by any engineering inspector of the construction of physical facilities at any particular time shall not constitute the approval by the Town of any portion of the construction of such Public Improvements. Such approval shall be made by the Town only after completion of construction and in the manner hereinafter set forth.

9. Completion of Public Improvements. The obligations of the Developer provided for in paragraph 7 of this Agreement, including the inspections hereof, shall be performed on or before \_\_\_\_\_, 20\_\_ [**←Fill in Date (1 or 2 years from approval)**], and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon

completion of construction by the Developer of such Public Improvements, the Town's Director of Engineering/Public Works or his designee shall inspect the improvements and certify with specificity their conformity or lack thereof to the Town's specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications. Once approved by the Town's Director of Engineering/Public Works, the Town shall accept said improvements upon conveyance, pursuant to paragraph 11; provided, however, the Town shall not be obligated to accept the Public Improvements until the actual costs described in paragraphs 3.a. and b. of this Agreement are paid in full by the Developer.

10. Related Costs – Public Improvements. The Developer shall provide all necessary engineering designs, surveys, field surveys and incidental services related to the construction of the Public Improvements, at its sole cost and expense, including reproducible "as built" drawings certified accurate by a professional engineer registered in the State of Colorado.

11. Improvements to be the Property of the Town. All Public Improvements for roads, concrete curbs and gutters, storm sewers, and drainage improvements accepted by the Town shall be dedicated to the Town and warranted for a period of two (2) years following probationary acceptance by the Town, as provided above.

12. Performance Guarantee. In order to secure the construction and installation of the Public Improvements, the Developer shall, prior to recording the final plat in the real estate records of Douglas County, which recording shall occur no later than ninety (90) days after the execution of this Agreement, furnish the Town, at the Developer's expense, with the performance guarantee described herein. The performance guarantee provided by the Developer shall be an irrevocable letter of credit in which the Town is designated as beneficiary in an amount equal to one hundred ten percent (110%) of the estimated costs of the Public Improvements to be constructed and installed, as set forth in Exhibit C, to secure the performance and completion of the Public Improvements. The Developer agrees that approval of the final plat by the Town is contingent upon the Developer's provision of an irrevocable letter of credit to the Town within ninety (90) days of the execution of this Agreement, in the amount and form provided herein. Failure of the Developer to provide an irrevocable letter of credit to the Town, in the manner provided herein, shall negate the Town's approval of the final plat. Letters of credit shall be substantially in the form and content set forth in **Exhibit D**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The Developer shall not start the construction of any public or private improvement on the Property, including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received and approved the irrevocable letter of credit.

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town's Director of Engineering/Public Works, as set forth in Exhibit C. If, however, they are unable to agree, the Director of Engineering/Public Works' estimate shall govern after giving consideration to information provided by the Developer, including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of security. No representations are made as to the accuracy of these estimates and the Developer agrees to pay the actual costs of all such Public Improvements.

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimates on an annual basis. Adjusted cost estimates will be made according to changes in the Construction Costs Index, as published by the Engineering News Record. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with a new or amended letter of credit in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with a new or amended letter of credit, the Town may exercise the remedies provided for in paragraph 6 of this Agreement; provided, however, that prior to increasing the amount of additional security required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of security required at any time shall relate to the cost of required Public Improvements not yet constructed.

In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 9 of this Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the letter of credit to complete the Public Improvements called for in this Agreement. In the event the letter of credit is to expire within fourteen (14) calendar days and the Developer has not yet provided a satisfactory replacement, the Town may draw on the letter of credit and either hold such funds as security for performance of this Agreement or spend such funds to finish the Public Improvements or correct problems with the Public Improvements, as the Town deems appropriate.

Upon completion of performance of such improvements, conditions and requirements within the required time and the approval of the Town's Director of Engineering/Public Works, the Developer shall issue an irrevocable letter of credit to the Town in the amount of twenty percent (20%) of the total cost of construction and installation of the Public Improvements, to be held by the Town during the two-year warranty period. If the Public Improvements are not completed within the required time, the monies may be used to complete the improvements.

13. Nuisance Conditions. The Developer agrees to prevent the existence of any nuisances by way of its construction activities, as nuisances are defined by Title 6 of the Parker Municipal Code, and as referenced in Title 11 of the Parker Municipal Code. In the event the authorized inspector/designated Town authority determines that a nuisance exists, the Developer shall be subject to the provisions set forth in Parker Municipal Code Sections 11.12.040 and 11.12.050, regarding the abatement of nuisances and the cost assessed for the abatement thereof.

In addition to the provisions above, if the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the Town, the Town may, upon thirty (30) days' notice under this Agreement, exercise the right to draw upon the performance guarantee specified in paragraph 12 of this Agreement. The Town may draw on the performance guarantee in order to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Parker Municipal Code. The Town may exercise this right in addition to, or in lieu of, the withholding of permits and/or the withholding of certificates of occupancy. The right to draw on the performance guarantee shall be subject to the sole discretion of the Town, provided the Developer has received thirty (30) days' notice, as provided herein.

The Town Planning Department and the Department of Engineering/Public Works shall be authorized to cease processing any land use or permit applications submitted by the same developer for the property that is contained within the same Planned Unit Development, until the nuisance is abated. This shall include, but not be limited to, acceptance of applications, sending referrals, scheduling meetings or hearings, or conducting reviews of projects.

14. Homeowners' Association. A homeowners' association shall be created by the Developer under the laws of the State of Colorado or the Property shall be included in an existing homeowners' association, if possible. The homeowners' association must be lawfully established before any properties within the development are sold to third parties. The articles of incorporation shall be reviewed by the Town Attorney to insure that they have met the Town's requirements and the articles provide that the homeowners' association will maintain the private improvements, including, but not limited to, private streets, private parks, private open space, drainage facilities, landscaping and medians, as identified on the final plat and/or subject to a license agreement(s) entered into between the Developer and the Town, contemporaneously with this Agreement or prior to final acceptance of the Public Improvements, and to assume all responsibilities therefor as shown on the final plat and/or described in the license agreement(s), including sufficient funding to meet these responsibilities.

15. Indemnification. The Developer shall indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of the Developer, or of any other person or entity for whose act or omission the Developer is liable, with respect to construction of the Public Improvements; and the Developer shall pay any and all judgments rendered against the Town as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim.

The Developer shall pay all property taxes on the Property dedicated to the Town, and shall indemnify and hold harmless the Town for any property tax liability.

The Developer shall require that all contractors and other employees engaged in construction of Public Improvements shall maintain adequate workers' compensation insurance and public liability coverage and shall faithfully comply with the provisions of the Federal Occupational Safety and Health Act.

16. Waiver of Defects. In executing this Agreement the Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on the Developer, as set forth herein, and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement.

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

18. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Parker Municipal Code and the laws of the State of Colorado.



25. Force Majeure. Whenever the Developer is required to complete the construction, repair or replacement of Public Improvements by an agreed deadline, the Developer shall be entitled to an extension of time equal to a delay in completing the foregoing, due to unforeseeable causes beyond the control and without the fault or negligence of the Developer, including, but not limited to, acts of God, weather, fires and strikes.

26. Approvals. Whenever approval or acceptance of the Town is necessary, pursuant to any provision of this Agreement, the Town shall act reasonably and in a timely manner in responding to such request for approval or acceptance.

27. Assignment or Assignments. There shall be no transfer or assignment of any of the rights or obligations of the Developer under this Agreement, without the prior written approval of the Town. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the transfer or assignment of any of the rights and obligations of the Developer under this Agreement.

**[Use 27. above if no assignment/assumption; use 27. below if assignment/assumption.]**

27. Assignment or Assignments. There shall be no transfer or assignment of any of the rights or obligations of the Developer under this Agreement, without the prior written approval of the Town. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the transfer or assignment of any of the rights and obligations of the Developer under this Agreement. Notwithstanding the foregoing, the Town consents to the assignment of this Agreement to [REDACTED] (the "Assignee"), on the conditions that (a) the Assignee provides the Town with replacement letter of credit in a form and in an amount that is acceptable to the Town, on or before [REDACTED], 2017; (b) the Assignee is the owner of all of the Property contained within the [REDACTED] Plat, on or before [REDACTED], 2017; and (c) on or before [REDACTED], 2017, the Developer and Assignee execute and deliver to the Town the "Assignment and Assumption Agreement for [REDACTED] Subdivision Agreement," which is attached hereto as **Exhibit G** and incorporated by this reference.

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

29. Title and Authority. The Developer expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this Subdivision Agreement. The Developer and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

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

**TOWN OF PARKER, COLORADO**

By: \_\_\_\_\_  
John Fussa, Community Development Director

By: \_\_\_\_\_  
Tom Williams, Director of Engineering/Public Works

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James S. Maloney, Town Attorney

**DEVELOPER: [COMPANY NAME]**

By: \_\_\_\_\_  
\_\_\_\_\_ [Name, title]

STATE OF COLORADO    )  
  )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires: \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

**EXHIBIT LIST**

- Exhibit A      Legal Description of the Property
- Exhibit B      Copy of the Final Plat
- Exhibit C      Estimated Cost of Public Improvements
- Exhibit D      Form of Letter of Credit
- Exhibit E      Estimated Cost of Streetscape Improvements
- Exhibit F      Estimated Cost of Landscape Improvements
- Exhibit G      Assignment and Assumption Agreement for   
Subdivision Agreement

**CONDITIONS TO BE ADDED TO THE SUBDIVISION AGREEMENT**

1. Per discussions with the applicant, no Filing 2 building permits will be issued until probationary acceptance is granted on Filing 1.
2. 5 model home lots will be allowed prior to probationary acceptance of the public improvements. Model homes will be allowed on the following lots \_\_\_\_\_.