



Your kind of place.

TO: CVL Consultants
 Attn: Brian Wilson
 10333 E Dry Creek Ste 240
 Englewood, CO, 80112
 bwilsoncolorado@gmail.com

FROM: Jaxon Fagan, Associate Planner, Baseline Corporation
 Stacey Nerger, Associate Planner

DATE: February 7, 2018

SUBJECT: Trails at Crowfoot Filing 7 – Final Plat
 [Application SUB17-048]

The following are review comments regarding the first submittal of SUB17-048. All comments must be responded to and if there is disagreement with a comment please indicate the reasoning for the disagreement. Please sign and return this memo with the next submittal. A follow-up Development Review Team (DRT) meeting with reviewing agencies can be scheduled to provide additional guidance on these comments. Please contact case planner Stacey Nerger at snerger@parkeronline.org to schedule a DRT meeting.

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

TRAILS AT CROWFOOT FILING NO. 7

Final Plat:

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

Complied: Yes No
 Response:



Your kind of place.

Landscaping Plan:

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

Complied: Yes No
Response:

3. Please ensure that all quantities listed on the plans are accurate and reflected on the landscape cost estimate.

Complied: Yes No
Response:

7. Please add sight triangles to all sheets of the landscape plan to facilitate review of possible conflicts.

Complied: Yes No
Response:

General:

4. Please see the attached draft address plat redlines.

Complied: Yes No
Response:

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

Complied: Yes No
Response:



Your kind of place.

9. 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:

10. 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

Please address all referral agency comments with a written response. Please log into eTrackit Project No. SUB17-048, and ensure all comments and memorandums uploaded to the project are addressed and resolved prior to a resubmittal.

TRAILS AT CROWFOOT SUBDIVISION FILING NO. 7

A REPLAT OF TRACT S, TRACT U, AND TRACT V OF TRAILS AT CROWFOOT FILING NO. 1
 A PART OF THE SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN,
 TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
 SHEET 1 OF 5

TOTAL ACREAGE = 13.378 ACRES, 49 LOTS 2 TRACTS

DEDICATION STATEMENT:

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS, BLOCKS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF THE TRAILS AT CROWFOOT FILING NO. 7. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED. THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED; AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE AS AMENDED, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). ALL PUBLIC STREETS AND RIGHTS-OF-WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES. DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SITE DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON. WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). THE UNDERSIGNED HEREBY DEDICATES SIDEWALK EASEMENTS AS SHOWN FOR PUBLIC SIDEWALK PURPOSES. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ALL SIDEWALK ADJACENT TO THE PROPERTY IN GOOD CONDITION AND FREE FROM ANY HAZARD. THE UNDERSIGNED GRANTS THE TOWN THE PERPETUAL RIGHTS OF INGRESS AND EGRESS UPON THE PROPERTY FOR THE OPERATION, MAINTENANCE, AND RECONSTRUCTION OF THE PUBLIC SIDEWALK WHEN THE OWNERS FAIL TO MAINTAIN SUCH PUBLIC SIDEWALK, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). THE TOWN SHALL ALSO HAVE THE RIGHT TO REMOVE AN OBSTRUCTION THAT WOULD ADVERSELY AFFECT THE OPERATION AND MAINTENANCE OF THE SIDEWALK, AS DETERMINED BY THE TOWN.

ACKNOWLEDGEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HEREBY ACKNOWLEDGE THAT ANY SUBDIVISION APPROVAL OBTAINED BY THE TOWN OF PARKER DOES NOT OBTAIN SAID UNDERSIGNED'S NEED OR RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT OF 1973, 16 U.C.S. 1 531, ET SEQ., AS AMENDED OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

OWNER

HR935, LLC, A COLORADO LIMITED LIABILITY COMPANY

SIGNATURE _____

BY: _____

AS _____ OF HR935, LLC, A COLORADO LIMITED LIABILITY COMPANY

SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20____ BY _____ AS _____ OF HR935, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

DEED OF TRUST HOLDER

TREZ CAPITAL (2015) CORPORATION, A BRITISH COLUMBIA CORPORATION

SIGNATURE _____

BY: _____

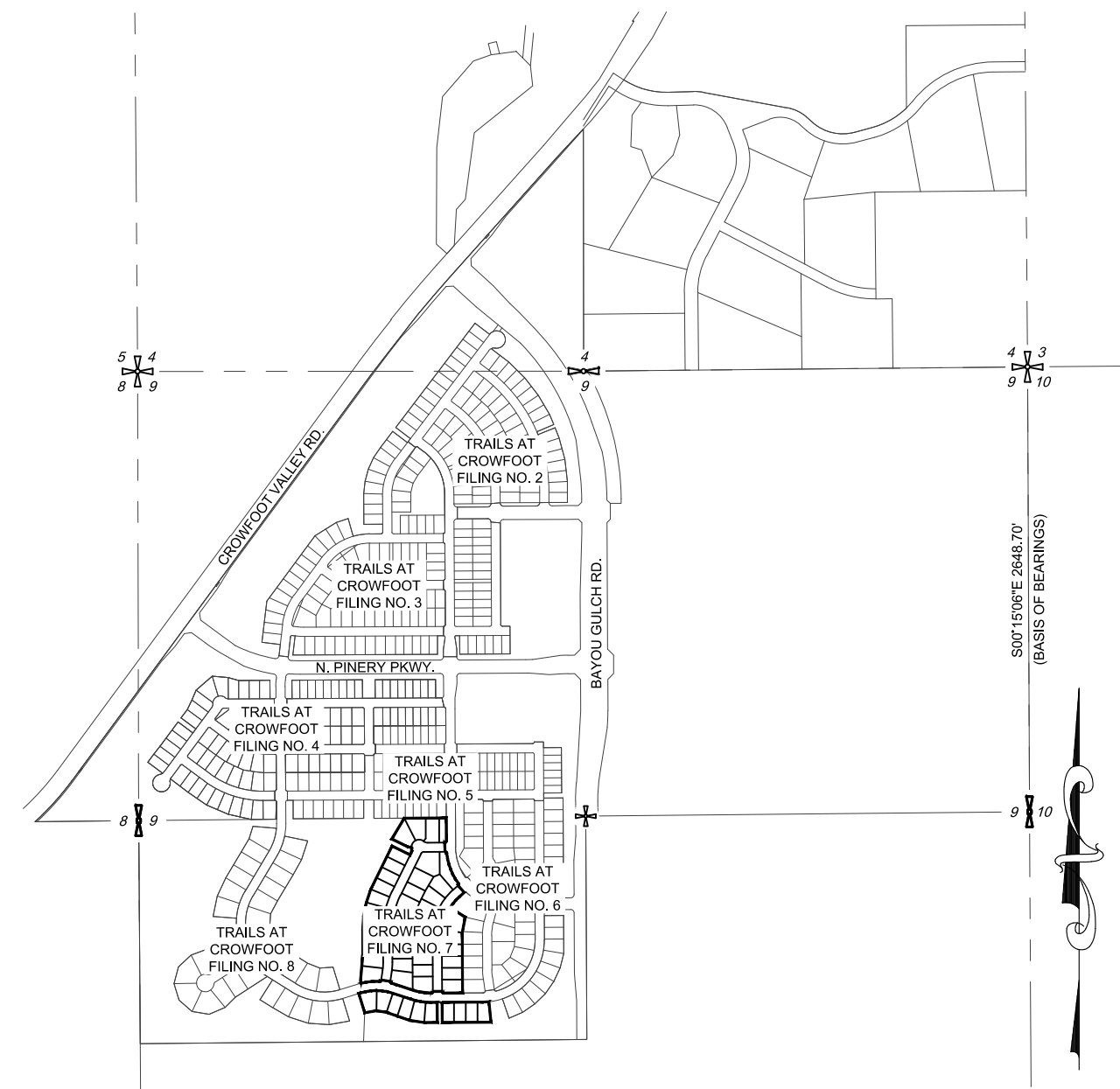
AS _____ OF TREZ CAPITAL (2015) CORPORATION, A BRITISH COLUMBIA CORPORATION

SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20____ BY _____ AS _____ OF TREZ CAPITAL (2015) CORPORATION, A BRITISH COLUMBIA CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____



VICINITY MAP
 SCALE: 1" = 1000'

PLANNING COMMISSION STATEMENT:

THE PRELIMINARY PLAN FOR THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON OCTOBER 12, 2017.

PLANNING DIRECTOR, ON BEHALF OF THE PLANNING COMMISSION

~~DATE~~

CLERK AND RECORDER

STATE OF COLORADO)
) ss.
 COUNTY OF DOUGLAS)

I hereby certify that this plat was filed in my office on this _____ day of _____, 20____ A.D., at _____ a.m./p.m., and was recorded at Reception Number _____.

(Signature)
 County Clerk and Recorder

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PART OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT S OF TRAILS AT CROWFOOT SUBDIVISION FILING NO. 1 AS RECORDED AT RECEPTION NO. _____ TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

TRACT U OF TRAILS AT CROWFOOT SUBDIVISION FILING NO. 1 AS RECORDED AT RECEPTION NO. _____ TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

TRACT V OF TRAILS AT CROWFOOT SUBDIVISION FILING NO. 1 AS RECORDED AT RECEPTION NO. _____ TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

TRAILS AT CROWFOOT SUBDIVISION FILING NO. 7

A REPLAT OF TRACT S, TRACT U, AND TRACT V OF TRAILS AT CROWFOOT FILING NO. 1
 A PART OF THE SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN,
 TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
 SHEET 2 OF 5

TOTAL ACREAGE = 13.378 ACRES, 49 LOTS 2 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 DEFACTS 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 0015'06" 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 49 LOTS AND 2 TRACTS IN THE TRAILS AT CROWFOOT SUBDIVISION FILING NO. 7.

TRACT SUMMARY TABLE					
TRACT	SQ. FT.	AREA	USE	OWNERSHIP	MAINTENANCE
A	6,226 S.F.	0.143 AC	OPEN SPACE / UTILITIES	METRO DIST	METRO DIST
B	12,630 S.F.	0.290 AC	OPEN SPACE / UTILITIES	METRO DIST	METRO DIST

LAND USE SUMMARY CHART			
TYPE	SQ. FT.	AREA	% OF TOTAL AREA
SINGLE FAMILY RESIDENTIAL LOTS	471,934 S.F.	10.834 AC.	80.98%
OPEN SPACE AREAS	18,856 S.F.	0.433 AC.	3.24%
ROAD RIGHTS OF WAY	91,966 S.F.	2.111 AC.	15.78%
TOTAL	582,756 S.F.	13.378 AC.	100%

FILING 7 MIN, MAX, AND AVERAGE LOT SIZE		
TYPE	SQ. FT.	AREA
MINIMUM LOT SIZE	8,200 S.F.	0.188 AC.
MAXIMUM LOT SIZE	16,663 S.F.	0.383 AC.
AVERAGE LOT SIZE	9,631 S.F.	0.221 AC.

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. 7 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

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

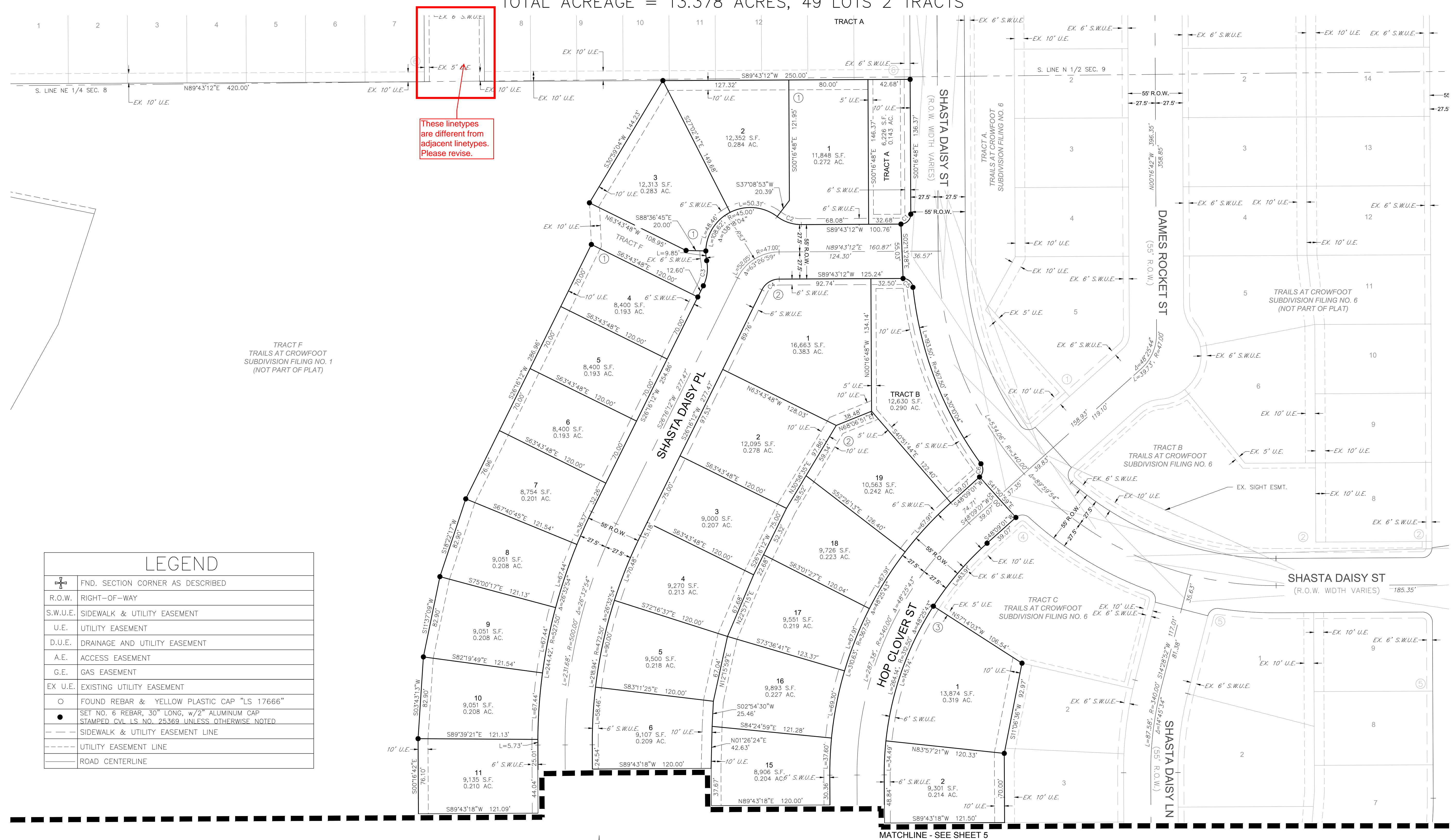
 DIRECTOR OF ENGINEERING, TOWN OF PARKER

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 please add these signature blocks
 there to keep all signatures on 1 page.

TRAILS AT CROWFOOT SUBDIVISION FILING NO. 7

A REPLAT OF TRACT S, TRACT U, AND TRACT V OF TRAILS AT CROWFOOT FILING NO. 1
 A PART OF THE SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN,
 TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
 SHEET 4 OF 5

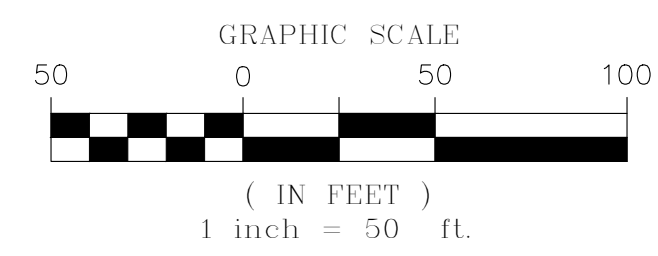
TOTAL ACREAGE = 13.378 ACRES, 49 LOTS 2 TRACTS



LEGEND	
	FND. SECTION CORNER AS DESCRIBED
	R.O.W. RIGHT-OF-WAY
	S.W.U.E. SIDEWALK & UTILITY EASEMENT
	U.E. UTILITY EASEMENT
	D.U.E. DRAINAGE AND UTILITY EASEMENT
	A.E. ACCESS EASEMENT
	G.E. GAS EASEMENT
	EX U.E. EXISTING UTILITY EASEMENT
	FOUND REBAR & YELLOW PLASTIC CAP "LS 17666"
	SET NO. 6 REBAR, 30" LONG, w/2" ALUMINUM CAP STAMPED CVL LS NO. 25369 UNLESS OTHERWISE NOTED
	SIDEWALK & UTILITY EASEMENT LINE
	UTILITY EASEMENT LINE
	ROAD CENTERLINE

TRACT F
 TRAILS AT CROWFOOT
 SUBDIVISION FILING NO. 1
 (NOT PART OF PLAT)

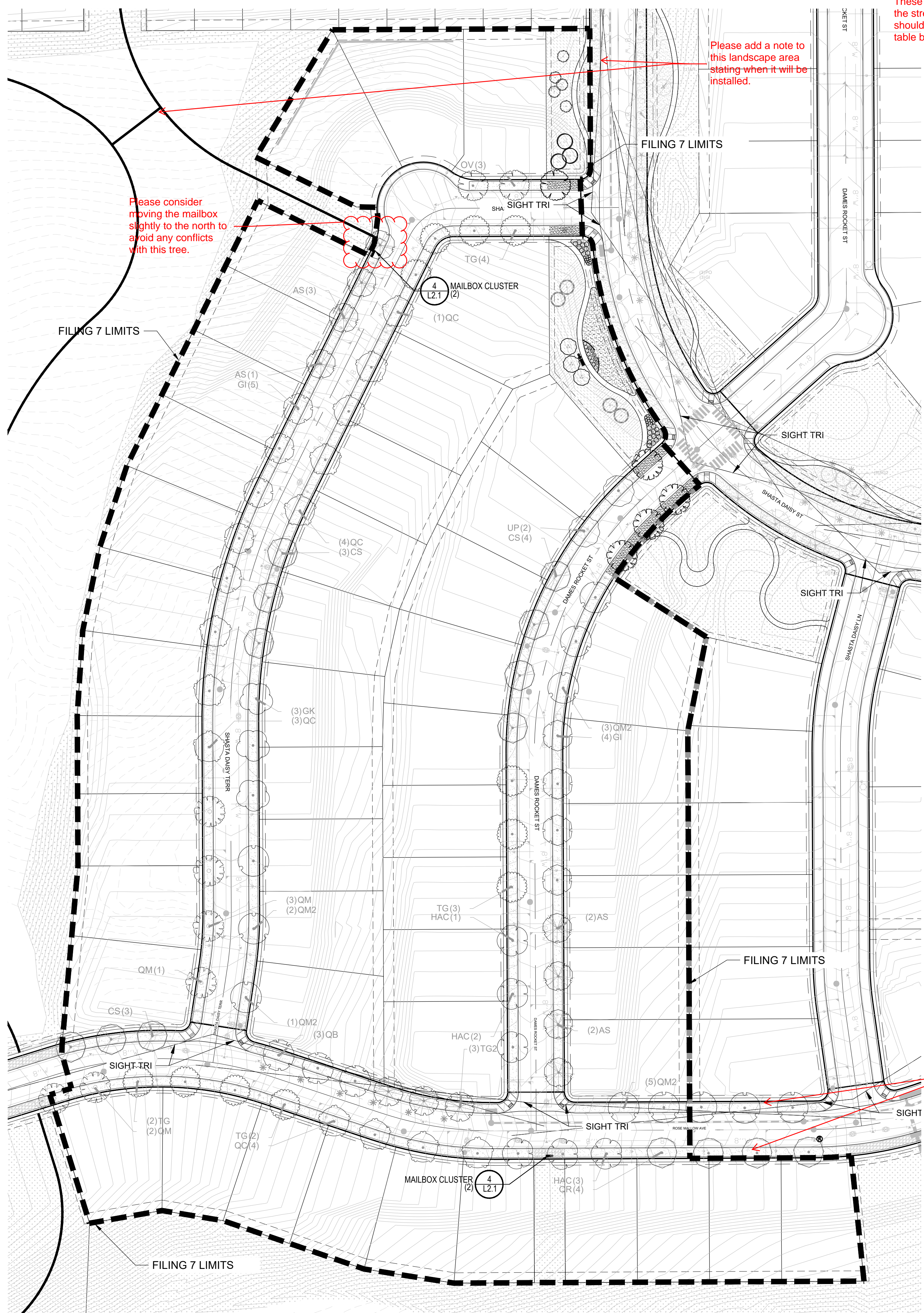
CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	15.71'	10.00'	90°00'00"	N44°43'12"E	14.14'
C2	26.13'	40.00'	37°25'41"	S71°33'58"E	25.67'
C3	26.13'	40.00'	37°25'41"	N7°33'22"E	25.67'
C4	21.59'	19.50'	63°26'59"	S57°59'42"W	20.51'
C5	14.71'	10.00'	84°17'57"	N48°07'50"W	13.42'
C6	14.71'	10.00'	84°17'56"	N6°00'03"E	13.42'



MATCHLINE - SEE SHEET 5

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

Y:\HESSE_RANCH\LANDSCAPE_ARCHITECTURE\CURRENT DWGS\HESSE-LDSCP PLANS - FILING 7.DWG
Wednesday, June 07, 2017



These trees are located in the streetscape area and should be included in the table below for consistency.

PLANT SCHEDULE

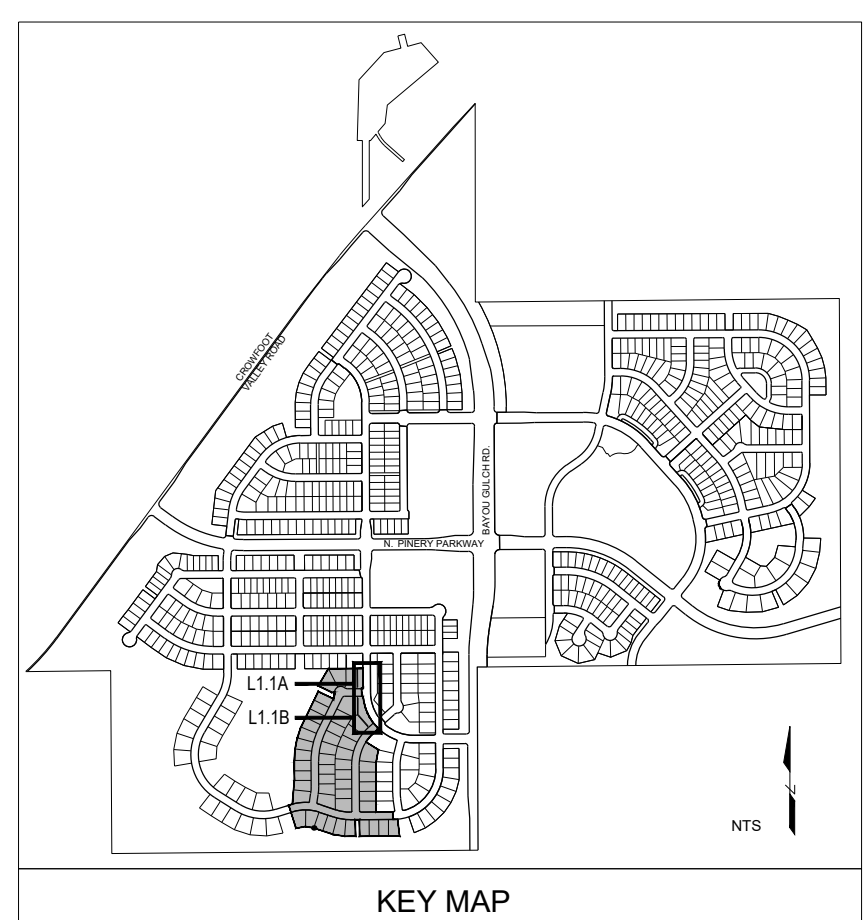
DECIDUOUS TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL / SIZE	HT X SPD	IRR. ZON
OV	2	OSTRYA VIRGINIANA	AMERICAN HORNBEAM	B & B	2.5" CAL	30' X 30'	MODERA
QM	4	QUERCUS MACROCARPA	BURR OAK	B & B	2.5" CAL	70' X 70'	VERY LC
EVERGREEN TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL / SIZE	HT X SPD	IRR. ZON
PP	5	PINUS EDULIS	PINON PINE	B & B	6"-8" HT	25" X 20"	VERY LC
PSP	4	PINUS FLEXILIS	LIMBER PINE	B & B	6"-8" HT	50' X 25'	LOW
ORNAMENTAL TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL / SIZE	HT X SPD	IRR. ZON
AG2	3	ACER GLABRUM	ROCKY MOUNTAIN MAPLE	B & B	2" CAL	15' X 10'	MODERA
AH	3	ACER TATARICUM 'HOT WINGS'	HOT WINGS TATARIAN MAPLE	B & B	2" CAL	30' X 15'	LOW-MO
DECIDUOUS SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	HT X SPD	IRR. ZONE	LIGHT RE
PJ	5	POTENTILLA FRUTICOSA 'JACKMANII'	JACKMAN'S POTENTILLA	5 GAL	3' X 4'	LOW	FULL SU
EVERGREEN SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	HT X SPD	IRR. ZONE	LIGHT RE
JH	22	JUNIPERUS HORIZONTALIS 'HUGHES'	HUGHES JUNIPER	5 GAL	1.5' X 6'	VERY LOW	FULL SU
PS	8	PINUS MUGO 'SLOWMOUND'	MUGO PINE	5 GAL	2.5' X 5'	LOW	FULL SU
ORNAMENTAL GRASSES	QTY	BOTANICAL NAME	COMMON NAME	CONT	HT X SPD	IRR. ZONE	LIGHT RE
PH2	23	PENNISETUM ALOPECUROIDES 'HAMELNI'	HAMELNI DWARF FOUNTAIN GRASS	5 GAL			
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT			
	1,912 SF	ENVIROTURF RE: LANDSCAPE NOTES/STREETSCAPE ONLY	ENVIROTURF	SOD			
	796 SF	ROCK MULCH GREY, 2" DIA. COBBLE 3" DEPTH, RE: LDSCP NOTES	ROCK MULCH GREY, 2" DIA. COBBLE	MULCH			
	4,062 SF	SEED MIX 1 TOWN OF PARKER - SEED MIX 1, RE: LANDSCAPE NOTES	SEED MIX 1	SEED			
	9,946 SF	SEED MIX 2 TOWN OF PARKER - SEED MIX 2, RE: LANDSCAPE NOTES	SEED MIX 2	SEED			
* TREES CANOPIES WILL BE NO LONGER THAN 8 FEET WITHIN THE SIGHT TRIANGLE							

Please verify that these quantities are correct.

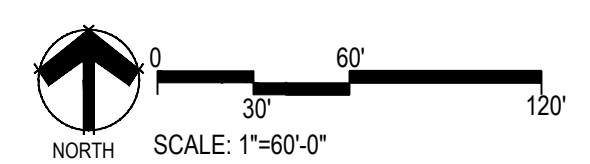
STREET TREE PLANT SCHEDULE

DECIDUOUS TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL / SIZE	HT X SPD	IRR. ZONE
AS	8	ACER PLATANOIDES 'SCHWEDLERI'	SCHWEDLER MAPLE	B & B	2.5" CAL	50' X 30'	MODERATE
CS	10	CATALPA SPECIOSA	NORTHERN CATALPA	B & B	2.5" CAL	50' X 45'	MODERATE
HAC	6	CELTIS OCCIDENTALIS	COMMON HACKBERRY	B & B	2.5" CAL	50' X 30'	LOW
GI	9	GLEDITSIA TRIACANTHOS 'IMPERIAL'	IMPERIAL HONEYLOCUST	B & B	2.5" CAL	45' X 45'	LOW
GK	3	GYMNOCLADUS DIOICA	KENTUCKY COFFEE TREE	B & B	2.5" CAL	45' X 50'	LOW
OV	3	OSTRYA VIRGINIANA	AMERICAN HORNBEAM	B & B	2.5" CAL	30' X 30'	MODERATE
QB	3	QUERCUS BICOLOR	SWAMP WHITE OAK	B & B	2.5" CAL	50' X 50'	LOW
QC	12	QUERCUS MACROCARPA	BURR OAK	B & B	2.5" CAL	70' X 45'	MODERATE
QM	6	QUERCUS MACROCARPA	BURR OAK	B & B	2.5" CAL	70' X 70'	VERY LOW
QM2	11	QUERCUS MUEHLBERGII	CHINKAPIN OAK	B & B	2.5" CAL	50' X 50'	LOW
QR	4	QUERCUS RUBRA	RED OAK	B & B	2.5" CAL	50' X 45'	LOW
TG2	3	TILIA CORDATA 'GLENLEVEN'	GLENLEVEN LITTLELEAF LINDEN	B & B	2.5" CAL	60' X 50'	LOW-MOD
TG	11	TILIA CORDATA 'GREENSPIRE'	GREENSPIRE LITTLELEAF LINDEN	B & B	2.5" CAL	60' X 40'	MODERATE
UP	2	ULMUS AMERICANA 'PRINCETON'	AMERICAN ELM	B & B	2.5" CAL	50' X 40'	MODERATE
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT			
	34,822 SF	ENVIROTURF RE: LANDSCAPE NOTES/STREETSCAPE ONLY	ENVIROTURF	SOD			

Are these trees proposed to be installed with Filing 7? They are outside of the limits, but shown in the darker line.



- NOTES:
- 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.
 - NO FENCES OR STRUCTURES WILL BE ALLOWED WITHIN SIGHT TRIANGLES.
 - SHRUBS AND WILL BE LOWER THAN 2' WITHIN SIGHT TRIANGLES.
 - TREE CANOPIES WITHIN SIGHT TRIANGLES WILL BE NO LOWER THAN 8'
 - ALL FENCING TO BE INSTALLED AS PART OF FILING 1 OR 9.



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

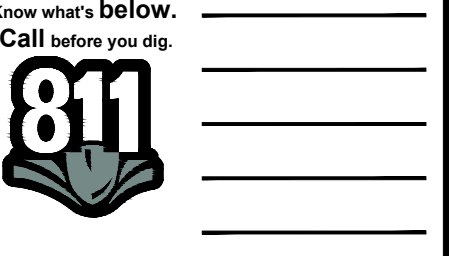
Land Planning
people creating spaces
pcs group inc. www.pcsgroupco.com
#3, 8-180 Independence plaza
1007 16th street, denver, co 80265
1.303.531.4905, f.303.531.4908

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

TRAILS AT CROWFOOT
FILING NO. 7
PARKER, COLORADO
LANDSCAPE PLANS

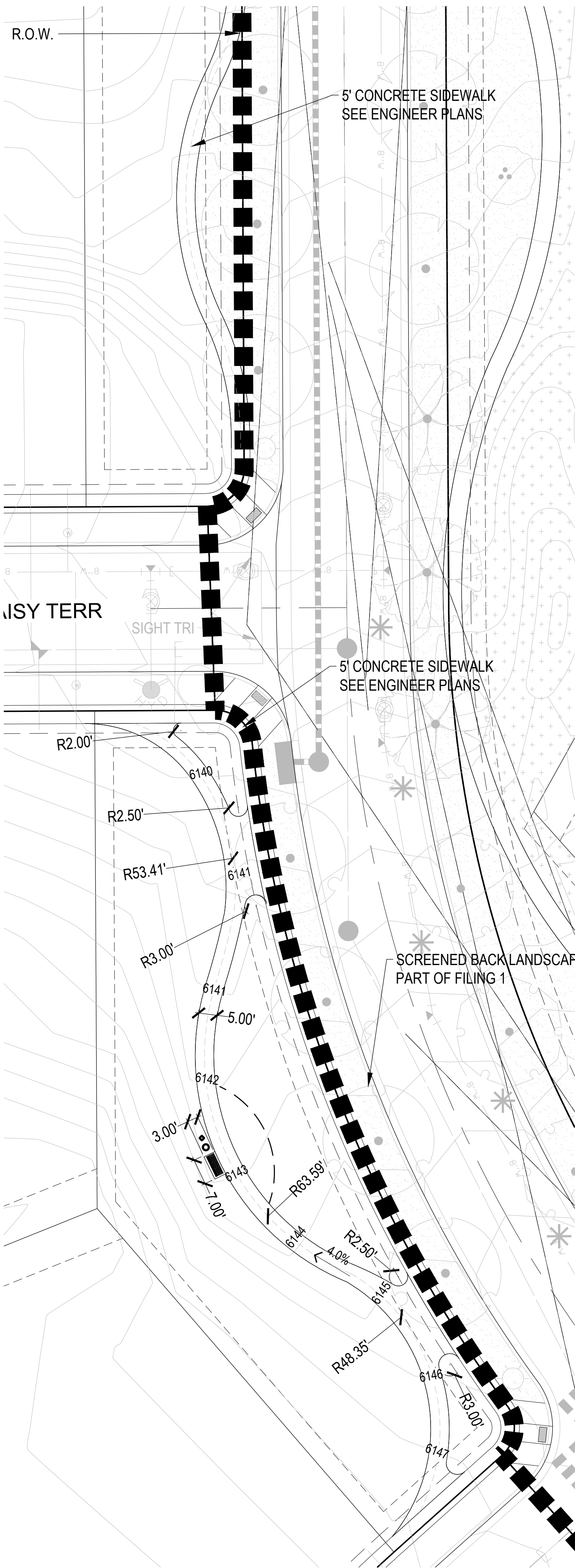
DRAFT/NOT FOR CONSTRUCTION

Drawn by: JWI, BEM, GG
Checked by: PCS STAFF
Submittal Date: 08.21.2017

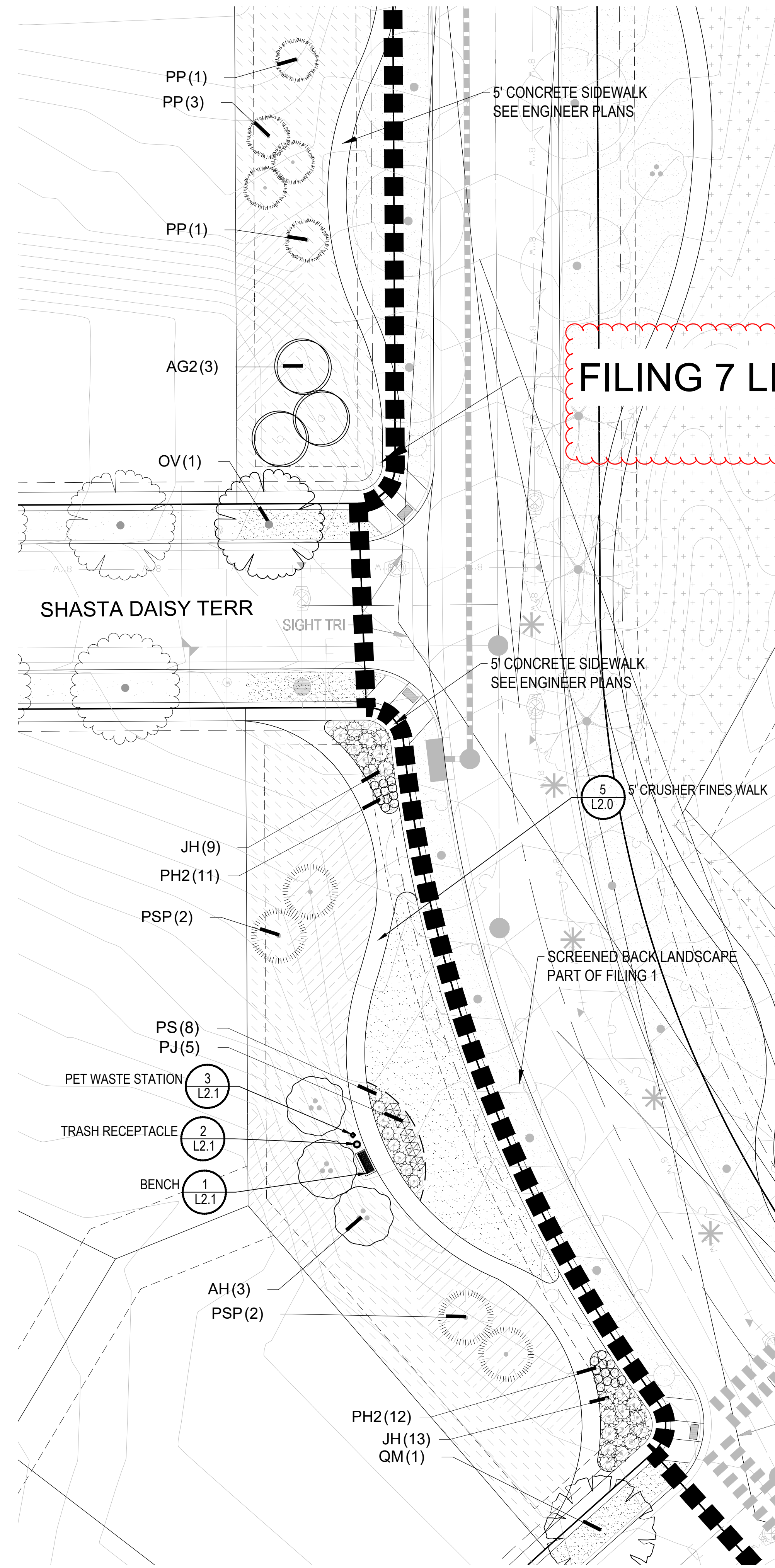


Sheet Name:
OVERALL LANDSCAPE

Sheet Number:
L1.0



1 TRACT Q-LAYOUT



2 TRACT Q-PLANTING PLAN

LAYOUT NOTES

- REFER TO CIVIL ENGINEER DRAWINGS/DATA SETS FOR PROJECT BENCHMARK AND BASIS OF BEARING.
- SITE LAYOUT DATA INCLUDING COORDINATE POINTS ARE DERIVED FROM CIVIL ENGINEERING CONSULTANT. CONTACT CIVIL ENGINEER REGARDING ANY DISCREPANCIES OR CLARIFICATIONS REGARDING COORDINATE SYSTEMS, SURVEY MARKERS OR OTHER HORIZONTAL CONTROL DATA.
- UNLESS OTHERWISE NOTED, DIMENSIONS ARE TO THE FOLLOWING: CENTERLINES, EDGE OF PAVING, CENTERS OF COLUMNS/POSTS.
- ALL EDGES OF PAVEMENT ARE TO BE STRAIGHT OR OF CONSISTENT RADIUS, IN THE CASE OF CURVES, AS SHOWN HEREON. NO UNSPECIFIED TANGENTS OR KINKS WILL BE APPROVED.
- ALL CONSTRUCTION LAYOUT STAKING IS TO BE PERFORMED BY A LAND SURVEYOR OR PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF COLORADO, TO FACILITATE ACCURACY IN CONSTRUCTION STAKING. UPON WRITTEN REQUEST FROM CONTRACTOR, A CD CONTAINING THE ELECTRONIC DATA COMPRISING THESE SITE DEVELOPMENT DRAWINGS WILL BE FORWARDED FROM THE LANDSCAPE ARCHITECT TO THE LAND SURVEYOR OR PROFESSIONAL ENGINEER EMPLOYED TO PERFORM CONSTRUCTION STAKING.
- IN ORDER TO MAINTAIN THE INTEGRITY OF THE HORIZONTAL AND VERTICAL CONTROL FOR THE SITE, THE SURVEYOR OR PROFESSIONAL ENGINEER EMPLOYED BY THE CONTRACTOR TO PERFORM CONSTRUCTION LAYOUT STAKING SHALL SET AND PROTECT ADDITIONAL TRAVERSE POINTS OUTSIDE THE AREAS OF CONSTRUCTION ACTIVITY.

LANDSCAPE GRADING NOTES

- SLOPES NOT TO EXCEED 4:1 MAX. - 1% MIN.
- SATISFACTORY SOILS: ASTM D 2487 SOIL CLASSIFICATION GROUPS GW, GP, GM, SW, SP, AND SM, OR A COMBINATION OF THESE GROUP SYMBOLS; FREE OF ROCK OR GRAVEL LARGER THAN 3 INCHES (75 MM) IN ANY DIMENSION, DEBRIS, WASTE, FROZEN MATERIALS, VEGETATION, AND OTHER DELETERIOUS MATTER.
- STRIP TOPSOIL TO WHATEVER DEPTHS ARE ENCOUNTERED IN A MANNER TO PREVENT INTERMINGLING WITH UNDERLYING SUBSOIL OR OTHER WASTE MATERIALS.
- STRIP EXISTING SURFACES OF UNSUITABLE TOPSOIL, INCLUDING TRASH, DEBRIS, WEEDS, ROOTS, AND OTHER WASTE MATERIALS.
- STOCKPILE TOPSOIL MATERIALS ON-SITE WITHOUT INTERMINGLING WITH SUBSOIL.
- REMOVE EXISTING VEGETATION, DEBRIS, UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND DELETERIOUS MATERIALS FROM GROUND SURFACE BEFORE PLACING FILLS.
- FLOW, SCARIFY, BENCH, OR BREAK UP SLOPED SURFACES STEEPER THAN 1 VERTICAL TO 4 HORIZONTAL SO FILL MATERIAL WILL BOND WITH EXISTING MATERIAL.
- PLACE AND COMPACT FILL MATERIAL IN LAYERS TO REQUIRED CROSS-SECTIONS, ELEVATIONS AND GRADES WITH SATISFACTORY SOIL MATERIAL.
- UNIFORMLY GRADE AREAS TO A SMOOTH SURFACE, FREE FROM IRREGULAR SURFACE CHANGES. COMPLY WITH COMPACTION REQUIREMENTS AND GRADE TO CROSS SECTIONS, LINES, AND ELEVATIONS INDICATED.
- PROVIDE A SMOOTH TRANSITION BETWEEN ADJACENT EXISTING GRADES AND NEW GRADES.
- CUT OUT SOFT SPOTS, FILL LOW SPOTS AND TRIM HIGH SPOTS TO COMPLY WITH REQUIRED SURFACE TOLERANCES.
12. SITE GRADING: SLOPE GRADES TO DIRECT WATER AWAY FROM ADJACENT STRUCTURES AND TO PREVENT PONDING. FINISH SUBGRADES TO REQUIRED ELEVATIONS WITHIN THE FOLLOWING TOLERANCES:
 - A. AT LOCATIONS DESIGNATED FOR LAWN OR UNPAVED AREAS: PLUS OR MINUS 1 INCH (25 MM).
 - B. AT DESIGNATED PAVEMENT LOCATIONS: PLUS OR MINUS 1/2 INCH (13 MM).
- GRADING ON SLOPES: INSTALL EROSION STABILIZATION FABRIC PER MANUFACTURERS RECOMMENDATIONS ON SLOPED SURFACES EQUAL TO OR GREATER THAN A RATIO OF 1) VERTICAL FOOT TO 3) HORIZONTAL FEET.
- CONTRACTOR WILL ENGAGE A QUALIFIED INDEPENDENT GEOTECHNICAL ENGINEERING TESTING AGENCY TO PERFORM FIELD QUALITY-CONTROL TESTING.
- PROTECT NEWLY GRADED AREAS FROM TRAFFIC, FREEZING, AND EROSION. KEEP FREE OF TRASH AND DEBRIS.
- REPAIR AND REESTABLISH GRADES TO SPECIFIED TOLERANCES WHERE COMPLETED OR PARTIALLY COMPLETED SURFACES BECOME ERODED, RUTTED, SETTLED, OR WHERE THEY LOSE COMPACTION DUE TO SUBSEQUENT CONSTRUCTION OPERATIONS OR WEATHER CONDITIONS.
- WHERE SETTLING OCCURS BEFORE PROJECT CORRECTION PERIOD ELAPSES, REMOVE FINISHED SURFACE GRADING, BACKFILL WITH ADDITIONAL SOIL MATERIAL, COMPACT, AND RECONSTRUCT SURFACE GRADING.
- TRANSPORT SURPLUS SATISFACTORY SOIL TO DESIGNATED STORAGE AREAS ON OWNER'S PROPERTY. STOCKPILE OR SPREAD SOIL AS DIRECTED BY OWNER.

FILING 7 LI

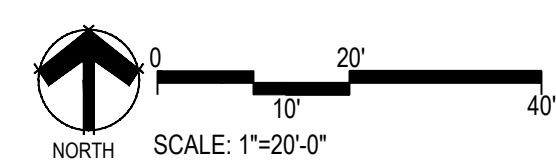
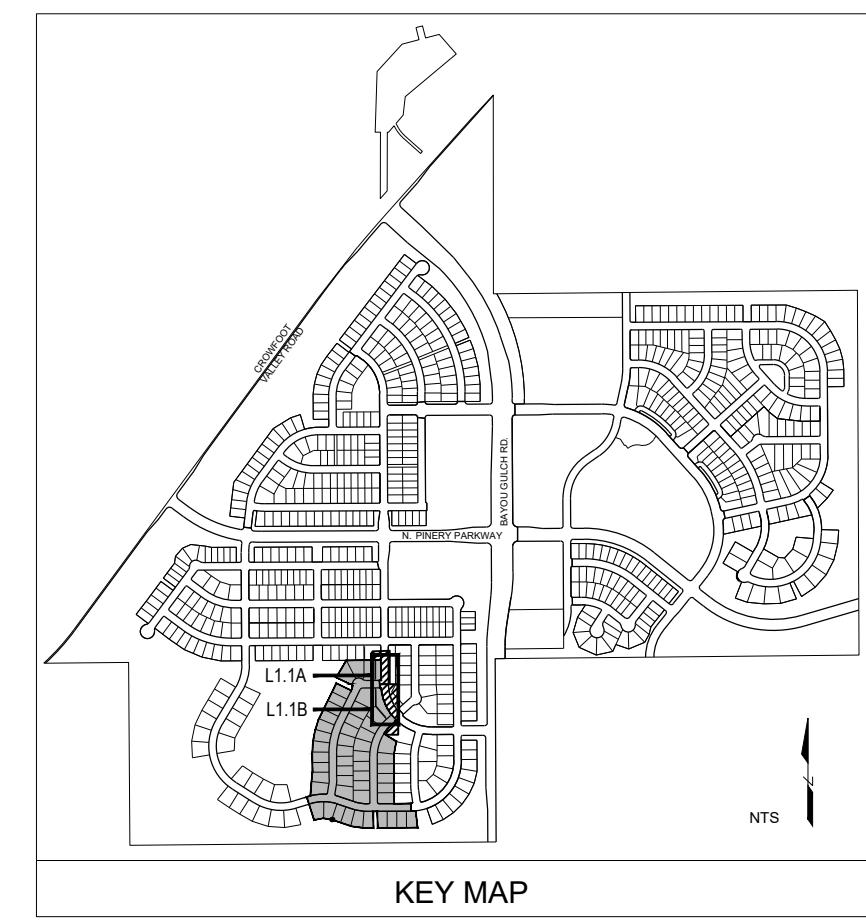
Please correct missing/overlapping text.

PLANT & GROUND COVER LIST

DECIDUOUS TREES	COMMON NAME
OV	AMERICAN HORNBEAM
QM	BURR OAK
EVERGREEN TREES	COMMON NAME
PP	PINON PINE
PSP	LIMBER PINE
ORNAMENTAL TREES	COMMON NAME
AG2	ROCKY MOUNTAIN MAPLE
AH	HOT WINGS TATARIAN MAPLE
DECIDUOUS SHRUBS	COMMON NAME
PJ	JACKMAN'S POTENTILLA
EVERGREEN SHRUBS	COMMON NAME
JH	HUGHES JUNIPER
PS	MUGO PINE
ORNAMENTAL GRASSES	COMMON NAME
PH2	HAMELN DWARF FOUNTAIN GRASS
GROUND COVERS	COMMON NAME
[Pattern]	ENVIROTURF RE: LANDSCAPE NOTES/STREETSCAPE ONLY
[Pattern]	ROCK MULCH GREY, 2" DIA. COBBLE 3" DEPTH, RE: LANDSCAPE NOTES
[Pattern]	SEED MIX 1 TOWN OF PARKER - SEED MIX 1, RE: LANDSCAPE NOTES
[Pattern]	SEED MIX 2 TOWN OF PARKER - SEED MIX 2, RE: LANDSCAPE NOTES
*	TREES CANOPIES WILL BE NO LONGER THAN 8 FEET WITHIN THE SIGHT TRIANGLE

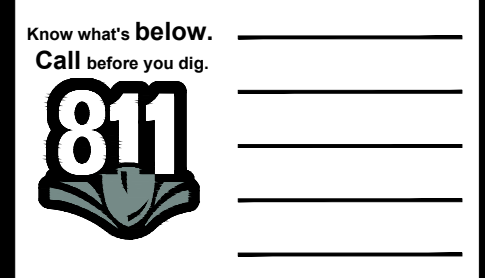
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DRAFT/NOT FOR CONSTRUCTION

Drawn by: JWI, BEM, GG
Checked by: PCS STAFF
Submittal Date: 08.21.2017

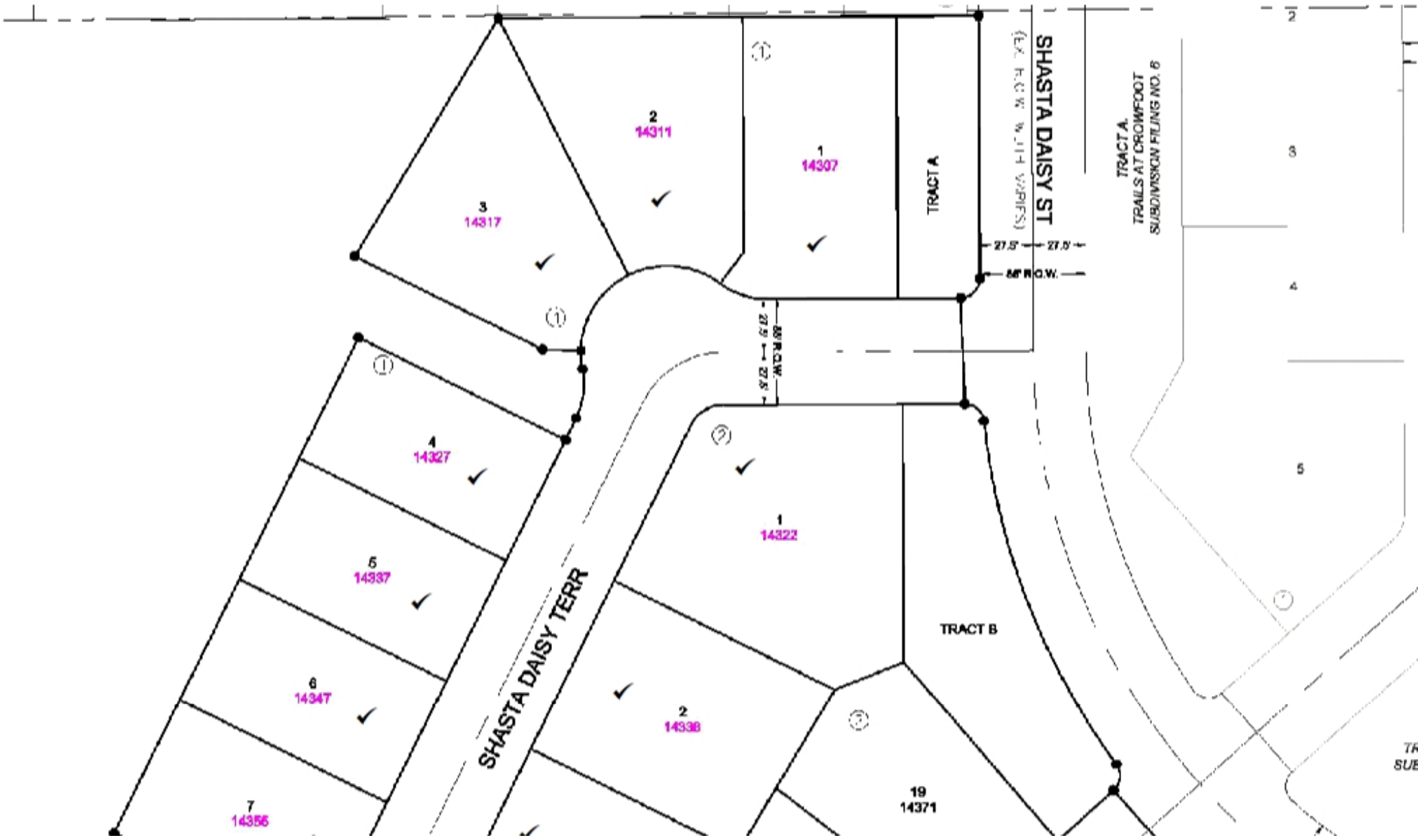


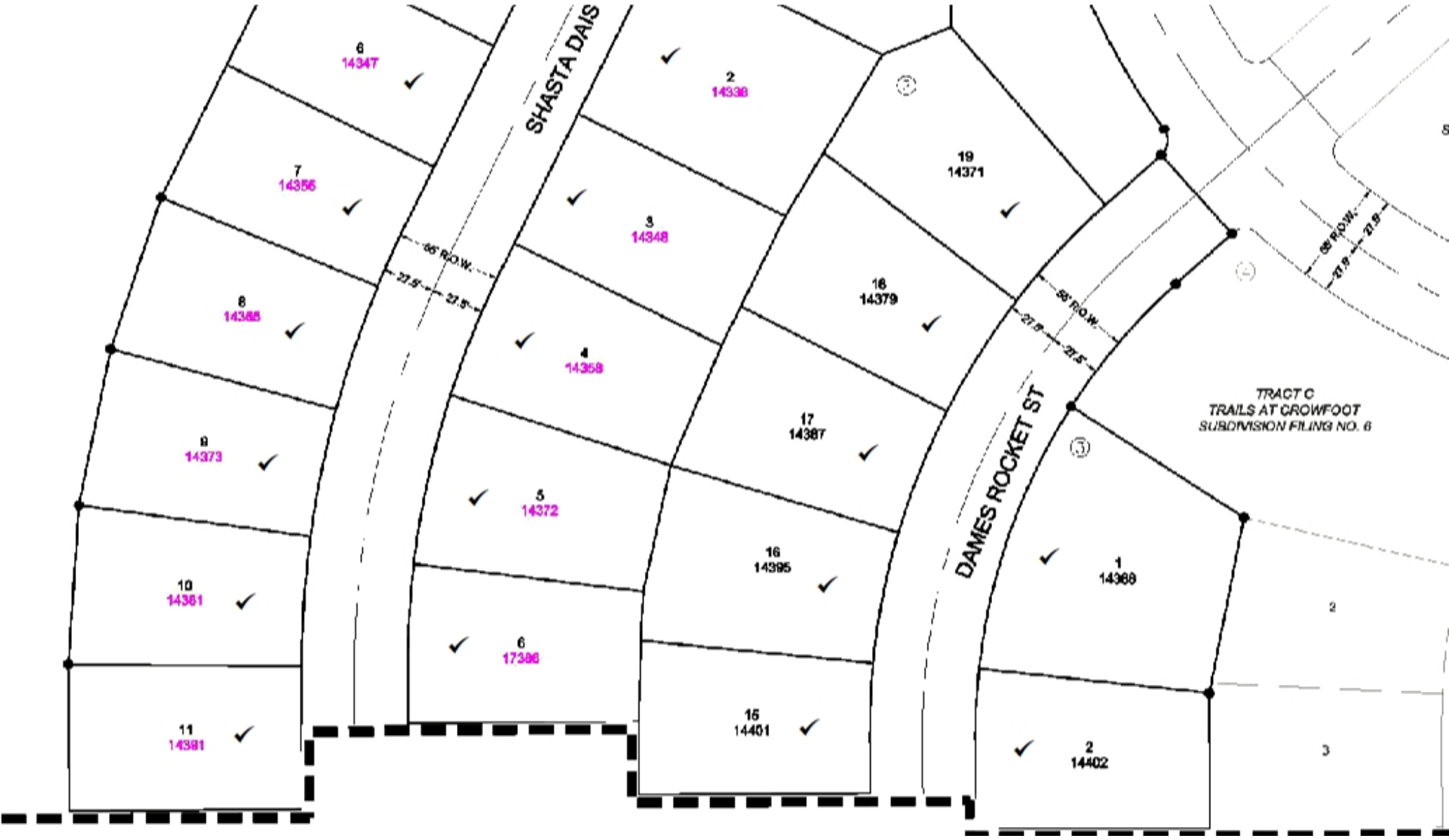
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LANDSCAPE ENLARGEMENTS

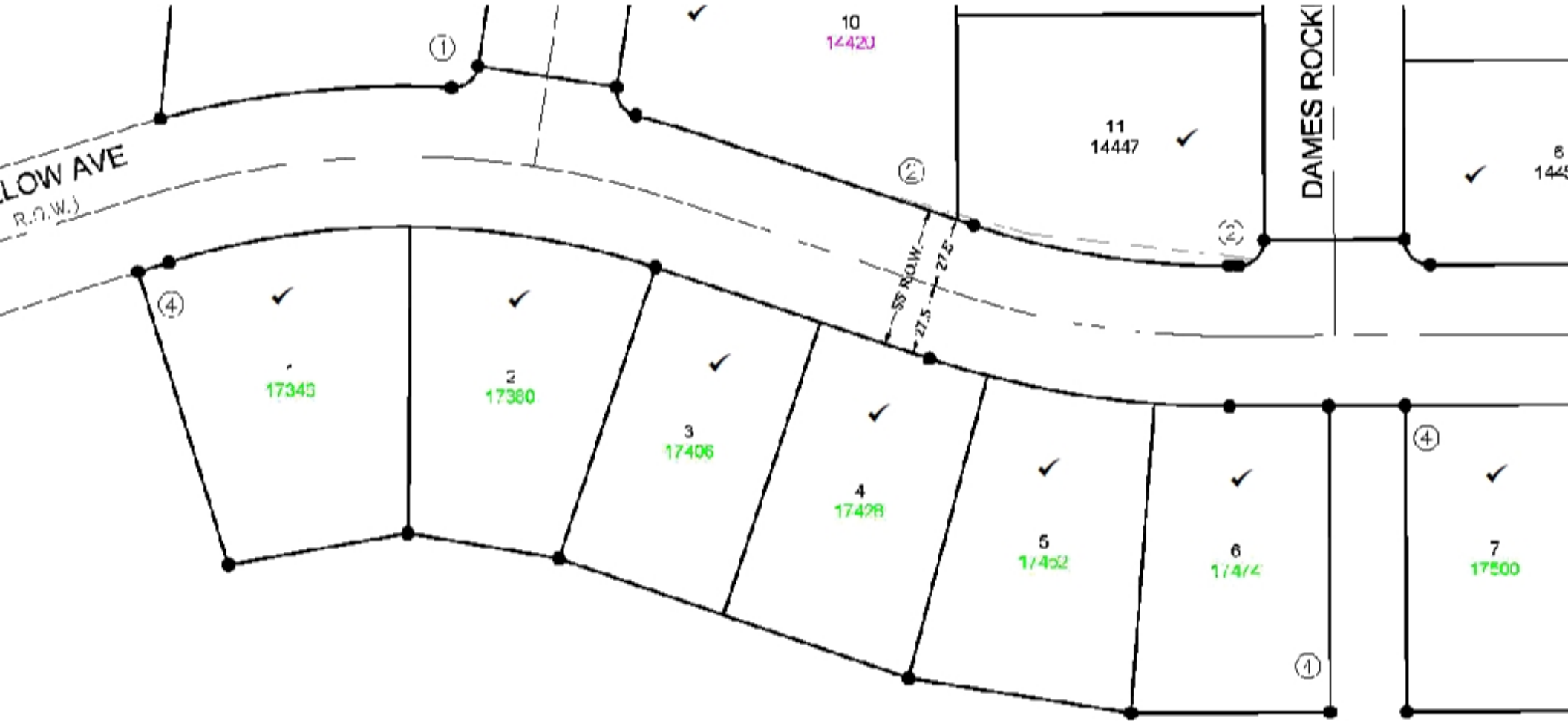
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L1.1

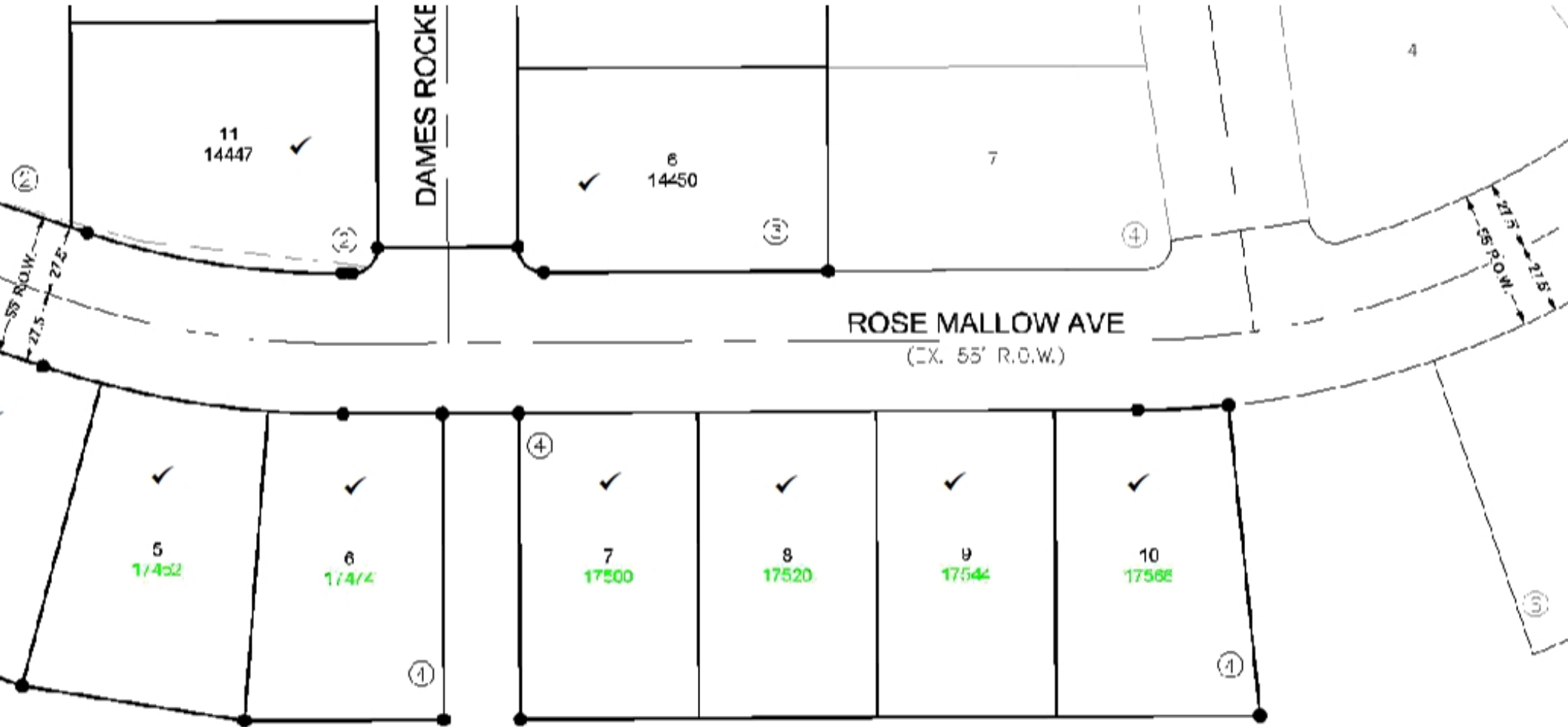
Y:\HESSE RANCH\LANDSCAPE ARCHITECTURE\CURRENT DWGS\HESSE-LDSCP PLANS - FILING 7.DWG
Wednesday, June 07, 2017







TRACT E
 TRAILS AT CROWFOOT
 SUBDIVISION FILING NO. 1



TRA
TRAILS AT
SUBDIVISION

Trails at Crowfoot JDA Filing 7-Preliminary Landscape Cost Estimate

PCS Group

Opinion of Probable Cost

Date: 12.22.17

Per the SIA there will need to be 2 cost estimates (streetscape and tracts). Please add the titles of each cost estimate what it is for. Example " Streetscape Cost Estimate" or "Tract Landscape Cost Estimate"

Filing 7-Park Open Space				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Landscape Material				
Evergreen Trees (8' ht)	9	EA	\$ 690.00	\$ 6,210.00
Ornamental Trees (2" cal)	6	EA	\$ 480.00	\$ 2,880.00
Deciduous Shrubs (5 gal)	21	EA	\$ 50.00	\$ 1,050.00
Evergreen Shrubs (5 gal)	8	EA	\$ 50.00	\$ 400.00
Ornamental Grasses (1 gal)	26	EA	\$ 25.00	\$ 650.00
Native Seed Open Space (w/prep)	14,008	SF	\$ 0.75	\$ 10,506.00
EnviroTurf (w/prep)	1,912	SF	\$ 1.00	\$ 1,912.00
2" Diam. Cobble Rock mulch (3" depth)	796	SF	\$ 1.25	\$ 995.00
Irrigation (Spray for native and turf areas)	15,920	SF	\$ 0.90	\$ 14,328.00
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 1,000.00	\$ 1,000.00
Hardscape Material & Site Furnishings				
Concrete Walk (4" depth)	1,600	SF	\$ 7.00	\$ 11,200.00
Steel Edger	40	LF	\$ 3.00	\$ 120.00
Pet Station	1	EA	\$ 600.00	\$ 600.00
Trash Receptacle	1	EA	\$ 1,200.00	\$ 1,200.00
Bench	1	EA	\$ 1,500.00	\$ 1,500.00
			Sub-Total	\$ 54,551.00

Filing 7-ROW Landscaping				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	6	EA	\$ 560.00	\$ 3,360.00
EnviroTurf (w/prep)	1,912	SF	\$ 1.00	\$ 1,912.00
Irrigation (Spray for native and turf areas)	1,912	SF	\$ 0.90	\$ 1,720.80
			Sub-Total	\$ 6,992.80

Filing 7-Builder Tree ROW Landscaping				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	91	EA	\$ 560.00	\$ 50,960.00
EnviroTurf (w/prep)	34,822	SF	\$ 1.00	\$ 34,822.00
Irrigation (Spray for native and turf areas)	34,822	SF	\$ 0.90	\$ 31,339.80
			Sub-Total	\$ 117,121.80

Sub Total	\$	178,665.60
15% Contingency	\$	26,799.84
Total	\$	205,465.44

These two will need to be combined onto one cost estimate which includes all streetscape (ROW Landscape).

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

Please add a Letter of Credit total of 110% as required per the SIA. This would be \$226,011.98.

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 ten 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.

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 7 building permits will be issued until probationary acceptance is granted on Filing 1.
2. 2 model home lots will be allowed prior to probationary acceptance of the public improvements. Model homes will be allowed on the following lots...