



## Development Review Division

Community Development Department: *Town Hall / 20120 East Mainstreet Parker, CO 80138* Phone: 303.841.2332 Fax: 303.841.3223

### MEMORANDUM

**TO:** Ryanne Sass, Plaza Street Partners  
**FROM:** Stacey Nerger, Senior Planner  
**DATE:** October 28, 2021  
**SUBJECT:** Lincoln Professional Park – Minor Development Plat  
Review Comments 01

Listed below are the Planning Division's comments related to your land use application, which must be responded to. If you wish to discuss a comment, please contact your Case Planner. Upon resubmittal, please sign and return this memo. A follow-up meeting with the reviewing agencies can be scheduled to provide additional guidance by contacting the Case Planner.

**TOWN OF PARKER PLANNING DEPARTMENT CASE PLANNER:** Stacey Nerger  
**EMAIL:** [snerger@parkeronline.org](mailto:snerger@parkeronline.org)  
**PHONE:** 303.805.3199

#### GENERAL PROJECT COMMENTS:

1. The Planning Division references certain sections of the Parker 2035 Master Plan, the Land Development Ordinance (LDO) and the Development Design Standards. Copies of these documents are available at:  
[Parker 2035 Master Plan](#)  
[Development Design Standards](#)  
[Land Development Ordinance](#)
2. The Planning Division has made every effort to make this comment letter as comprehensive as possible. However, additional comments that have not been provided as part of this comment letter may be identified as part of future submittals, based on revisions to the project.
3. Please contact the referral agencies if you have questions regarding their review comment(s).
4. A redlined plan is included with this memorandum and is intended to supplement and clarify the review comments of this memorandum.
5. The Town of Parker has implemented a naming convention for all applications. For all future documents that are uploaded to TRAKiT please ensure the submittal round is first, the name of the document is second and the name of the project is third. Staff will not refer the application out with this naming convention.
  - a. Example: "02 MDP Plat"

**Minor Development Plat**

1. Please see the attached redlines for additional information.

Comment Addressed:  Yes  No

Response:

2. Please add a Tract Summary Table that includes the tract letters, sizes (sq. ft. and acres), purpose and ownership/maintenance. An example of a similar table is:

TRACT SUMMARY TABLE

<u>TRACT</u>	<u>AREA (SQ.FT.)</u>	<u>AREA (AC.)</u>	<u>PURPOSE</u>	<u>OWNERSHIP</u>	<u>MAINTENANCE</u>
A	286,225	6.571	FLOODPLAIN/PUBLIC OPEN SPACE	METRO DISTRICT	METRO DISTRICT
B	94,297	2.165	FLOODPLAIN/PUBLIC OPEN SPACE	METRO DISTRICT	METRO DISTRICT
C	6,735	0.155	PRIVATE OPEN SPACE	METRO DISTRICT DIRECTORS	METRO DISTRICT
D	3,219	0.074	FLOODPLAIN/PUBLIC OPEN SPACE	METRO DISTRICT DIRECTORS	METRO DISTRICT
E	287	0.007	PRIVATE OPEN SPACE	METRO DISTRICT DIRECTORS	METRO DISTRICT
-----					
<b>TOTALS</b>	390,763 SQ. FT.	8.972 ACRES			

Comment Addressed:  Yes  No

Response:

3. Please add a Land Use Summary Table to describe the proposed uses of the Minor Development Plat. This should include Lots, Open Space, ROW, detention, etc.

Comment Addressed:  Yes  No

Response:

4. Please add the following Acknowledgement Statement to the first page of the plat:

**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 obviate said undersigned's need or responsibility to comply with the requirements of the Endangered Species Act of 1973, 16 U.S.C. §1 531, *et seq.*, as amended, or with any other applicable federal, State or local laws or regulations.

Comment Addressed:  Yes  No

Response:

**5. Please change the Surveyor's Certificate Language to match the required language within the Town of Parker Land Development Ordinance.**

*I, (name), a professional land surveyor licensed to practice land surveying in the State of Colorado, do hereby certify that the survey of (plat name) 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\_\_\_\_\_.*

*(Signature)\_\_\_\_\_*

*(Name)\_\_\_\_\_, P.L.S. #\_\_\_\_\_*

*For and on behalf of (Company Name)*

*Surveyor's seal shall appear with this certificate.*

Comment Addressed:  Yes  No

Response:

**6. The following Dedication Statement is required to be included word for word as what is written in Town code:**

*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 utility easements as shown hereon are hereby dedicated for public utilities and cable communication systems and other purposes as shown hereon. The entities are 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,*

Staff Comments 01  
SUB21-055; Lincoln Professional Park  
Minor Development Plat  
October 28, 2021

*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).*

Comment Addressed:  Yes  No

Response:

**7. Please add the following language to the end of the dedication statement:**

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.

Comment Addressed:  Yes  No

Response:

**8. Please add the following notes to the Plat:**

- a. ACCESS EASMENTS ARE HEREBY GRANTED OVER ALL PRIVATE ENTRANCES AND INTERNAL ROADWAYS WITHIN THE DEVLOPMENT FOR THE BENEFIT OF ALL CURRENT AND FUTURE OWNERES OF THIS PROPOERTY FOR INGRESS, EGRESS AND TRAFFIC CIRCULATION. SHOULD THIS PROPERTY BE SUBDIVIEDED INTO ADDITIONAL LOTS, ALL SUCH LOTS SHALL HAVE THE RIGHT TO USE ALL SUCH ENTRANCES AND ROADWAYS FOR PUBLIC ACCESS PURPOSES.**
- b. NO CERTIFICATES OF OCCUPANCY, TEMORARY OR OTHERWISE WILL BE ISSUED UNTIL ALL PUBLIC IMPROVEMENTS AND NECESSARY ONSITE IMPROVEMETS ARE COMPLETED AND ACCEPTED IN WRITING BY THE TOWN.**
- c. NO CERTIFICTES OF OCCUPANCY, TEMPORARY OR OTHERWISE SHALL BE ISSUED UNTIL THE LANDSCAPING IS INSTALLED AND APPROVED BY THE TOWN OR AS OTHERWISE ALLOWED IN THE LAND DEVELOPMENT CODE.**
- d. PRIVATE ACCESS DRIVES/ROADWAYS MUST BE CONSTRUCTED PRIOR TO THE ISSUANCE OF TEMPORARY CERTIFFICATE OF OCCUPATION AND/OR CERTIFICATE OF OCCUPANCY FOR ANY DEVELOPMENT OCCURRING ON PROPOERYT SHOWN HEREIN.**
- e. THIS PLAT IS SUBJECT TO A PERPTUAL, NON-EXCLUSIVE CROSS PARKING EASEMENT FOR THE SHARED USE OF ALL PARKING SPACES SITUATED WITH THE PROPERTY SHOWN**

**HEREIN. THE OWNERS OF EACH LOT SHALL KEEP AND MAINTAIN THE PARKING SPACES CONTAINED WITHIN THEIR RESPECTIVE LOT IN A COMMERCIALY REASONABLE CONDITION AND STATE OF REPAIR.**

Comment Addressed:  Yes  No

Response:

### Master Landscape Plan

- 1. Per the Town of Parker Subdivision Requirements, a master landscape plan which includes the streetscape along Dransfeldt Road, Lincoln Avenue and the internal roadway shall be submitted and meet the minimum requirements of the streetscape landscape code.**

Comment Addressed:  Yes  No

Response:

- 2. Per the Town of Parker Subdivision Requirements, a master landscape plan which includes the overall landscape plan for Tract A will be required.**

Comment Addressed:  Yes  No

Response:

### Subdivision Agreement Amendment

- 1. A Subdivision Agreement will be required with this Minor Development Plat. Attached to this memo is the Town's standard agreement. This standard form has been adopted by Town Council and is not available for change. Additional conditions will be added for your development and included in the final draft which will be available for review near the approval of the Minor Development Plat process.**

Comment Addressed:  Yes  No

Response:

- 2. As outlined above, landscaping will be required with this application. Please submit a cost estimate for the proposed landscape and streetscape landscaping that will be installed as part of the Minor Development Plat. These estimates will be included in the Subdivision Agreement.**

Comment Addressed:  Yes  No

Response:

**9. The Town has recently changed the requirement for the legal description that get placed within the Subdivision Agreements. The legal description needs to be the legal description for all the property within the subdivision. For this subdivision is would be something similar to the following:**

*Lots 1 – 4, and Tracts A – Lincoln Professional Park Filing No. 1, located in the Town of Parker, County of Douglas, State of Colorado, as recorded in the records of the Douglas County Clerk and Recorder on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, at Reception Number \_\_\_\_\_.*

Comment Addressed:       Yes       No

Response:

**10. Please send me the information to fill in the following blanks on the SIA:**

Notice to Developer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comment Addressed:       Yes       No

Response:

**11. Please send me the information to fill in the following blanks on the SIA:**

Owner Signature

**DEVELOPER:** \_\_\_\_\_

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

Comment Addressed:       Yes       No

Response:

### **OUTSIDE REFERRAL AGENCY COMMENTS**

1. Please address all outside referral agency comments with a written response. The following agencies have provided comments for review for the Annexation Application:

Staff Comments 01  
SUB21-055; Lincoln Professional Park  
Minor Development Plat  
October 28, 2021

- Aztec
- Parker Comprehensive Planning
- Douglas County Assessor's Office
- Fire Life Safety
- IREA
- Parker Water and Sanitation District
- Engineering/Public Works Comments – Construction Drawings, Drainage Report and Plat

These comments are available on eTRAKiT. Please address accordingly.

Comment(s) Addressed:       Yes       No

Response:

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# LINCOLN PROFESSIONAL PARK FILING NO. 1

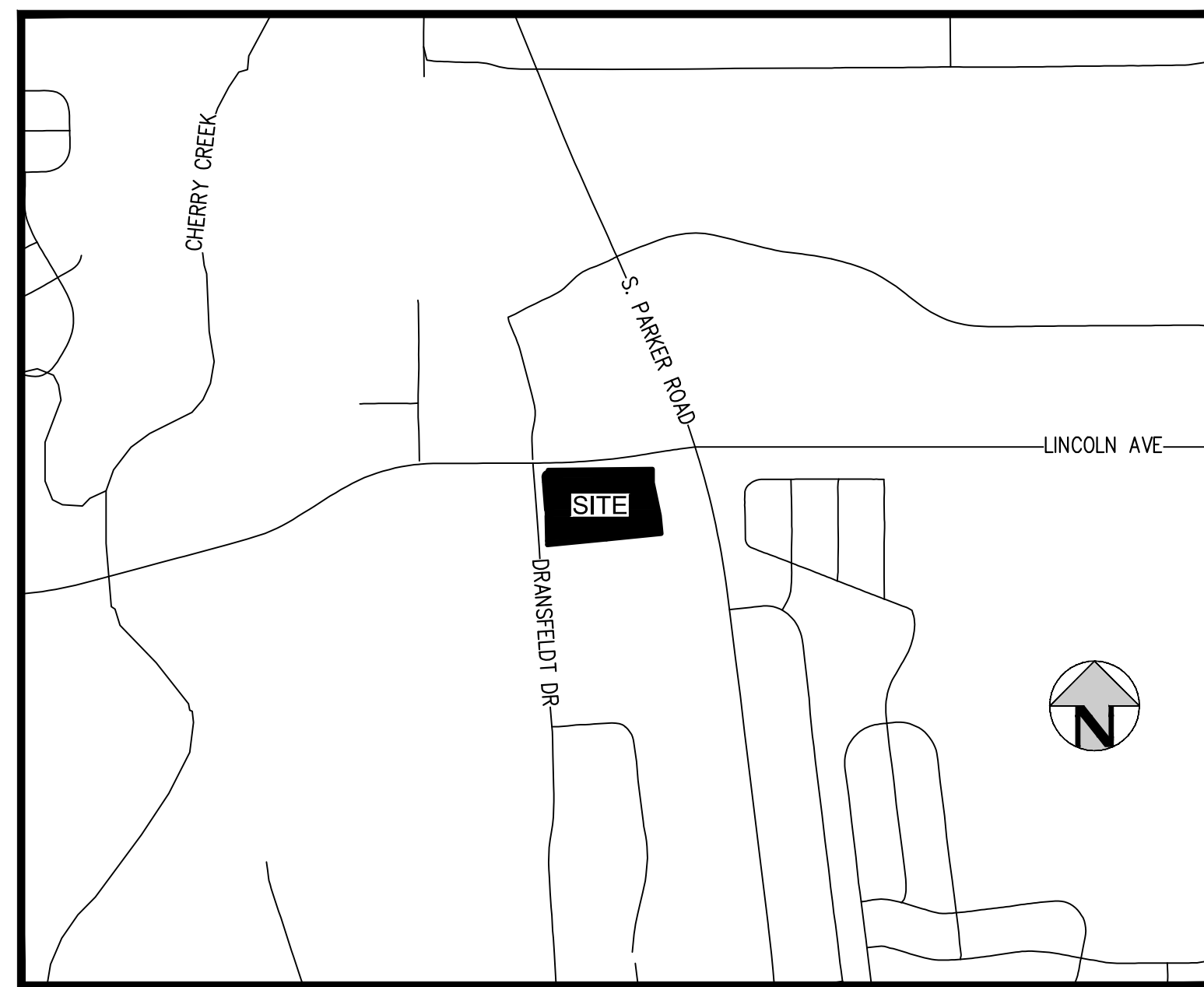
MINOR SUBDIVISION PLAT

SITUATED IN THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,  
COUNTY OF DOUGLAS, STATE OF COLORADO

SHEET 1 OF 2

3 LOTS, 4 TRACTS - 7.95 ACRES ±

FILE NO.: ← This can be removed



VICINITY MAP

SCALE: 1" = 1000'

## LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 15;  
THENCE SOUTH 83°44'03" EAST, A DISTANCE OF 846.76 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LINCOLN AVENUE AND THE POINT OF BEGINNING;

THENCE NORTH 89°29'00" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 697.77 FEET TO THE NORTHWEST CORNER OF LOT 1, PEASLEE SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 99104313;  
THENCE ALONG THE WEST LINE OF SAID LOT 1 THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 00°31'00" EAST, A DISTANCE OF 89.84 FEET;
- 2) SOUTH 11°49'46" EAST, A DISTANCE OF 225.08 FEET TO THE NORTHWEST CORNER OF LOT 1, PEASLEE SUBDIVISION FILING NO. 2, RECORDED AT RECEPTION NO. 2005085666;

THENCE SOUTH 05°51'51" EAST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 120.83 FEET TO A POINT ON THE NORTH LINE OF LOT 1B, PARKER PROFESSIONAL PARK FIRST AMENDMENT, RECORDED AT RECEPTION NO. 8725509;

THENCE SOUTH 84°07'50" WEST ALONG SAID NORTH LINE, A DISTANCE OF 24.51 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 E.T. TECHNOLOGIES INC., RECORDED AT RECEPTION NO. 2002093991;

THENCE ALONG SAID NORTH LINE THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 82°44'13" WEST, A DISTANCE OF 163.50 FEET;
- 2) SOUTH 84°51'34" WEST, A DISTANCE OF 577.15 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF DRANSFELDT ROAD DEEDED BY RECEPTION NO. 2002088425 AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSE:

- 1) ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 25.79 FEET, SAID CURVE HAVING A RADIUS OF 660.00 FEET, A CENTRAL ANGLE OF 02°14'19", AND A CHORD WHICH BEARS NORTH 02°20'42" WEST A CHORD DISTANCE OF 25.79 FEET;
- 2) NORTH 01°13'32" WEST, A DISTANCE OF 165.71 FEET TO A POINT OF CURVATURE;
- 3) ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 43.04 FEET, SAID CURVE HAVING A RADIUS OF 740.00 FEET, A CENTRAL ANGLE OF 03°19'57", AND A CHORD WHICH BEARS NORTH 02°53'30" WEST A CHORD DISTANCE OF 43.03 FEET;
- 4) NORTH 04°33'29" WEST, A DISTANCE OF 217.83 FEET TO A POINT OF CURVATURE;
- 5) ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 49.23 FEET, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 94°01'51", AND A CHORD WHICH BEARS NORTH 42°27'27" EAST A CHORD DISTANCE OF 43.89 FEET;
- 6) NORTH 04°33'21" WEST, A DISTANCE OF 15.04 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 346,479 SQUARE FEET OR 7.95 ACRES, MORE OR LESS.

## CERTIFICATE OF DEDICATION AND OWNERSHIP

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, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF LINCOLN PROFESSIONAL PARK. 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).

## OWNER

PLAZA STREET PARTNERS, LLC, A KANSAS LIMITED LIABILITY COMPANY

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

AS: \_\_\_\_\_

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

## NOTARY BLOCK:

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY \_\_\_\_\_ AS \_\_\_\_\_ PLAZA STREET PARTNERS, LLC, A KANSAS LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

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

blocks, streets

Prior to Owners signature, please add the required Acknowledgement Statement. See Planning memo for language.

## NOTES

1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY HARRIS KOCHER SMITH TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, HARRIS KOCHER SMITH RELIED UPON COMMITMENT FOR TITLE INSURANCE, COMMITMENT NO. NCS-1003894-KCTY ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY AND HAVING AN EFFECTIVE DATE OF MARCH 02, 2020 AT 5:00 P.M.
2. UTILITIES SHOWN HEREON ARE FROM VISIBLE FIELD INFORMATION AND UTILITY LOCATES. UTILITY LOCATES WERE PROVIDED BY HKS UTILITY SERVICES. HARRIS KOCHER SMITH DOES NOT GUARANTEE THESE LOCATIONS OR THAT THE UTILITIES SHOWN HEREON COMPRISE ALL UTILITIES IN THIS AREA, EITHER IN SERVICE OR ABANDONED. FOR THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES, CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AND THE APPROPRIATE UTILITY COMPANY PRIOR TO CONSTRUCTION.
3. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN. AS MONUMENTED AT BOTH THE NORTHWEST QUARTER CORNER AND NORTH QUARTER CORNER BY 3.25" ALUMINUM CAPS, ASSUMED TO BEAR SOUTH 89°29'00" WEST.
4. SURVEYED PROPERTY FALLS WITHIN ZONE X OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, MAP NO. 08035C0067G, COMMUNITY NO. 080049 0067G AND NO. 080310 0067G, LAST REVISED MARCH 16, 2016. ZONE X IS DEFINED AS AREAS OUTSIDE THE 0.2%-PERCENT ANNUAL CHANCE FLOODPLAIN.
5. SAID PARCEL CONTAINS 346,479 SQUARE FEET OR 7.95 ACRES, MORE OR LESS.
6. TRACTS A AND C ARE HEREBY DEDICATED TO THE TOWN OF PARKER FOR PUBLIC RIGHT-OF-WAY PURPOSES.
7. THE LINEAR UNITS FOR THIS SURVEY ARE U.S. SURVEY FEET.

Please see Planning memo for additional required notes to be added.

## PLANNING COMMISSION

THE PRELIMINARY PLAN FOR THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON \_\_\_\_\_, 20\_\_\_\_

Remove this wording. This MDP will have to be presented to Planning Commission a hearing.

PLANNING DIRECTOR  
ON BEHALF OF THE PLANNING COMMISSION

Change this language to the following: This plat was approved by the 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.

## TOWN APPROVAL

THIS PLAT WAS APPROVED BY THE PLANNING DIRECTOR AND THE 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.

This should be:  
Mayor, Town of Parker

JOHN FUSSA, PLANNING DIRECTOR

This should be:  
Attest:  
Town Clerk

TOM WILLIAMS, DIRECTOR PUBLIC WORKS/ENGINEERING

Per the Town of Parker Land Development Ordinance, all MDP's are required to be presented to Planning Commission and Town Council.

## 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 HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS NOTED IN SCHEDULE B-2 OF THE TITLE COMMITMENT REFERENCED IN NOTE 1.

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

See Planning memo for required language.

I, AARON MURPHY, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON JUNE 17, 2021, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; 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 PLAT AND THE SURVEY THEREOF.

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

AARON MURPHY, PLS  
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR  
PLS NO. 38162

## DOUGLAS COUNTY CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF DOUGLAS COUNTY AT

\_\_\_\_\_ ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT

RECEPTION NO. \_\_\_\_\_

DOUGLAS COUNTY CLERK AND RECORDER

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

LINCOLN PROFESSIONAL PARK  
MINOR SUBDIVISION PLAT

DEVELOPER/APPLICANT:  
PLAZA STREET PARTNERS, LLC,  
A KANSAS LIMITED LIABILITY COMPANY

ENGINEER/SURVEYOR:  
HARRIS KOCHER SMITH  
1120 LINCOLN STREET, SUITE 1000  
DENVER, CO 80203 (303) 623-6300

PREPARATION DATE: AUGUST 11, 2021

Please include a Tract Summary Table and Land Use Summary Table.

Add Filing No. 1. Also, additional utility easement language is required. See Planning memo.

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

FILEPATH: K:\020219\SURVEY\PLAT\202021.DWG LAYOUT: LAYOUT  
DATE: 8/11/2021 10:00 AM  
DRAWN BY: HARRIS KOCHER SMITH  
CHECKED BY: TOM GRUBBS

# LINCOLN PROFESSIONAL PARK FILING NO. 1

MINOR SUBDIVISION PLAT  
SITUATED IN THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,  
COUNTY OF DOUGLAS, STATE OF COLORADO

SHEET 2 OF 2  
3 LOTS, 4 TRACTS - 7.95 ACRES ±  
FILE NO.:

NORTH QTR CORNER SECTION 15  
FOUND 3.25" ALUM. CAP  
STAMPED: JR ENG T65 R66W  
1/4 S10 S15 LS 30109

POINT OF COMMENCEMENT  
NW CORNER SECTION 15  
FOUND 3.5" ALUM. CAP  
STAMPED: T65 S.C. R66W  
S9 S10 S15 S16  
LS 19003 1999

BASIS OF BEARINGS NORTH LINE NW 1/4 SEC 15 S89°29'00"W 2643.60'

LINCOLN AVE  
(100' PUBLIC R.O.W.)

What is this access easement for?  
And why is it so large? Also, can  
this be located in such a way that  
it lines up with the existing  
Walgreens access to the east?

Since all roads through the  
development are private, please  
include a separate exhibit that shows  
just the access easements through  
the site.

32' ACCESS ESMT.  
HEREBY GRANTED

You have two lot 2's.

Per the Annexation Agreement, a  
north south connection through the  
property is required. This connection  
should go all the way to the south  
property line.

Is this lot size  
correct? It is the  
same for both lot 2's.

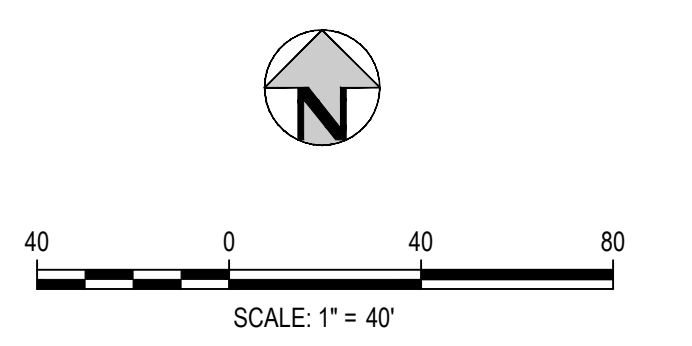
25' PARKER WATER AND  
SANITATION DISTRICT ESMT.  
BK. 342 PG. 897

LOT 1, BLOCK 1  
E.T. TECHNOLOGIES INC.  
REC. NO. 2002088881  
OWNER PARKER  
PROPERTIES LLC

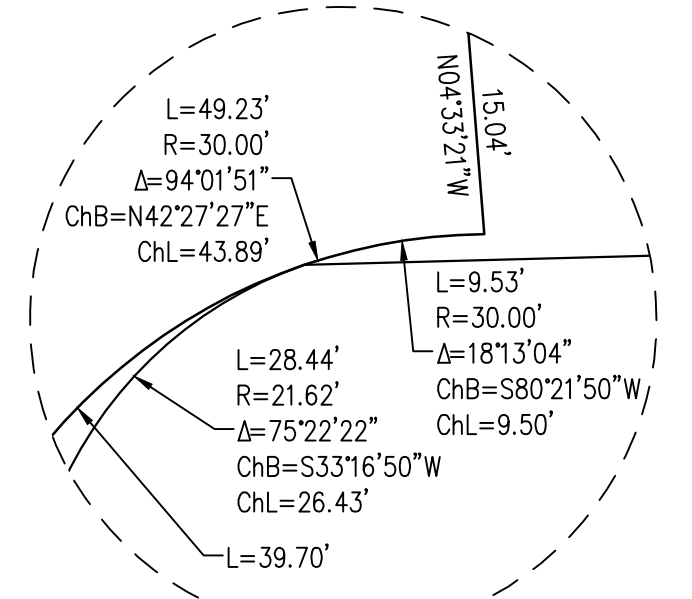
PARKER  
PROFESSIONAL PARK  
FIRST AMENDMENT  
REC. NO. 8726600  
OWNER SPRADLIN,  
JOHN & PAMELA

### LEGEND

- ◆ SECTION CORNER
  - FOUND MONUMENT AS DESCRIBED
  - ◆ FOUND #5 REBAR WITH 1.25" YELLOW PLASTIC CAP PLS 27609
  - FOUND #5 REBAR WITH 1.25" RED PLASTIC CAP PLS 25933
  - ▲ FOUND #5 REBAR WITH ORANGE PLASTIC CAP PLS 26285
  - ◆ FOUND 60D NAIL
  - SET #5x18" REBAR WITH 1.25" BLUE PLASTIC CAP PLS 38162 OR
  - SET CONCRETE NAIL WITH 1" BRASS TAG PLS 38162
- XX.XX' EASEMENT DIMENSION
- X LOT NUMBER  
XX.XXX SF AREA FT<sup>2</sup>  
XXX.AC AREA ACRES



TRACT SUMMARY TABLE				
TRACT	AREA (SF)	AREA (AC)	OWNERSHIP/MAINTENANCE	USE
TRACT A	1,486.30	0.03	TOWN OF PARKER	PUBLIC RIGHT-OF-WAY
TRACT B	35,542.11	0.82	DEVELOPER	DRAINAGE
TRACT C	4,378.24	0.10	TOWN OF PARKER	PUBLIC RIGHT-OF-WAY
TRACT D	19,272.20	0.44	DEVELOPER	DRAINAGE



DETAIL 'A'  
SCALE: 1" = 5'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	24.00'	27°58'51"	11.72'	S77°14'06"E	11.60'
C2	20.50'	30°04'03"	10.76'	N73°44'27"E	10.63'
C3	59.50'	191°17'07"	20.03'	N68°20'59"E	19.93'
C4	1.00'	82°27'04"	1.44'	N36°46'01"E	1.32'
C5	56.00'	23°49'50"	23.29'	S79°22'31"E	23.12'
C6	24.00'	113°03'09"	47.36'	N56°00'50"E	40.04'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C7	24.00'	66°56'51"	28.04'	S33°59'10"E	26.47'
C8	24.00'	28°24'07"	11.90'	S81°39'40"E	11.78'
C9	56.00'	28°24'07"	27.76'	N81°39'40"W	27.48'
C10	24.00'	30°00'08"	12.57'	S73°42'29"W	12.42'
C11	59.50'	30°04'03"	31.22'	S73°44'27"W	30.87'
C12	24.00'	27°58'55"	11.72'	S74°47'01"W	11.60'

LINCOLN PROFESSIONAL PARK  
MINOR SUBDIVISION PLAT

DEVELOPER/APPLICANT:  
PLAZA STREET PARTNERS, LLC,  
A KANSAS LIMITED LIABILITY COMPANY

ENGINEER/SURVEYOR:  
HARRIS KOCHER SMITH  
1120 LINCOLN STREET, SUITE 1000  
DENVER, CO 80203 (303) 623-6300

PREPARATION DATE: AUGUST 11, 2021

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH

FILEPATH: K:\02088888\REVISED\PLAT\202009.DWG LAYOUT: LAYOUT  
DATE: 08/11/2021 10:51:10 AM BY: TCM/GRB/ESC

PROJECT NUMBER: 200829

**SUBDIVISION AGREEMENT**

**[File Name]**

**[NOTE: Delete bracketed instructions (including this one) (& the brackets). Where there are lines to fill in, do not underline the information you insert; the line is only there to indicate information to be filled in. After preparing the draft, please send to Jim to review.]**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Town of Parker, a Colorado home rule municipality (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 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 for the Property (the “Public Improvements”), 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 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. Association. An association shall be created by the Developer under the laws of the State of Colorado or the Property shall be included in an existing association, if possible. The association must be lawfully established in accordance with the requirements of the Parker Municipal Code, concerning Associations, before any properties within the development are sold to third parties. The articles of incorporation shall be reviewed by the Town Attorney to ensure that they have met the Town's requirements and the articles provide that the association will maintain the private improvements, including, but not limited to, private streets, private parks, private open space, drainage facilities, landscaping and medians, common areas and facilities, recreation areas and facilities, stormwater management areas and facilities, walkways and other facilities, 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 partial transfer or assignment of any of the rights or obligations of the Developer under this Agreement. There shall be no assignment of this Agreement without the prior written approval of the Town, which the Town may grant or withhold in its sole discretion. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the proposed transfer or assignment of this Agreement.

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

27. Assignment or Assignments. There shall be no partial transfer or assignment of any of the rights or obligations of the Developer under this Agreement. There shall be no assignment of this Agreement without the prior written approval of the Town, which the Town may grant or withhold in its sole discretion. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the proposed transfer or assignment of 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], 20\_\_; (b) the Assignee is the owner of all of the Property contained within the [REDACTED] Plat, on or before [REDACTED], 20\_\_; and (c) on or before [REDACTED], 20\_\_, 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**

*If administrative, use CD & E/PW signature lines:*

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

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

*If going before TC with MDP, use Mayor's signature line:*

By: \_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney's Office

**DEVELOPER: [COMPANY NAME-ALL CAPS]**

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

