



Development Review Division

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

MEMORANDUM

TO: Krysta Houtchens, Entitlement and Engineering Services
FROM: Stacey Nerger, Senior Planner
DATE: December 8, 2022
SUBJECT: Trails at Crowfoot Filing No. 9 Amendment No. 1 – Replat
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
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 Replat"

Replat

1. Please see the attached redlines for additional corrections/additions, information.

Comment Addressed: Yes No

Response:

2. 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:

3. 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 OWNERE OF EACH LOT SHALL KEEP AND MAINTAIN THE PARKING SPACES CONTAINED WITHIN THERE RESPECTIVE LOT IN A COMMERCIALY REASOABLE**

CONDITION AND STATE OF REPAIR.

Comment Addressed: Yes No

Response:

Master Landscape Plan

- 1. The Bayou Gulch Road sidewalk will need to be constructed as part of the Replat project. The Town is aware of where the ultimate location for this sidewalk should be and can share that information with the applicant, if needed. Please add this sidewalk to the plan set.**

Comment Addressed: Yes No

Response:

- 2. Per the Town of Parker Subdivision Requirements, a master landscape plan which includes the streetscape landscaping along all roadways and the internal roadway (access easement) shall be submitted and meet the minimum requirements of the streetscape landscape code. In addition, if the access road creates an unbuildable tract, the tract will need to be landscaped as part of the plat and meet the minimum requirements of the landscape code. The landscaping shown on the landscape plan relate to the site plan only.**

Comment Addressed: Yes No

Response:

- 3. Pursuant to the Town of Parker Landscape Code, streetscape landscaping outlines that 1 tree is required for every 40 linear feet of frontage. The ground cover shall either be traditional turf grass or a shrub bed that includes a minimum of 5 shrubs per 40 linear feet.**

Comment Addressed: Yes No

Response:

- 4. Please submit an irrigation plan for review.**

Comment Addressed: Yes No

Response:

Subdivision Agreement

1. A Subdivision Agreement will be required with this Replat. Attached to Planning Comments is the Town's standard form for a Subdivision Agreement.

Comment Addressed: Yes No

Response:

4. Please let staff know if the property owner will provide any public improvement costs associated with this Replat in the form of cash or a letter of credit. This will help to determine the type of Subdivision Agreement drafted.

Comment Addressed: Yes No

Response:

2. As outlined above, landscaping will be required with this application. Please submit a cost estimate for the proposed streetscape landscaping that will be installed as part of the Replat as well as any tract landscaping that may be required. This estimate will be included in the Subdivision Agreement.

Comment Addressed: Yes No

Response:

5. 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 – 3 Trails at Crowfoot Filing No. 9 Amendment 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 _____, 20__, at Reception Number _____.

The Town will need this as either a pdf or word version to include as an exhibit within the SIA.

Comment Addressed: Yes No

Response:

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

Notice to Developer: _____

Comment Addressed: Yes No

Response:

7. 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

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

- Aztec
- Douglas County Assessor's Office
- Fire Life Safety
- IREA

The following agencies have not provided comments as of this memo. Please continue to watch eTRAKiT for these comments to be uploaded:

- Town of Parker Engineering and Stormwater

Attached to the Planning comments is a printout of all review comments on the project. These comments include all comments from the first submittal to the most recent. They are organized from oldest to most recent. Therefore, the comments from this referral can be found at the end of the document.

Comment(s) Addressed: Yes No

Staff Comments 01
SUB22-048; Trails at Crowfoot F9 AMD1
Replat
December 8, 2022

Response:

Property Owner

Date

Project Representative

Date

TRAILS AT CROWFOOT FILING NO. 9, 1ST AMENDMENT

A REPLAT OF TRACT E OF TRAILS AT CROWFOOT FILING NO. 9
LOCATED IN THE NORTHEAST 1/4 OF SECTION 9,
TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 1 OF 2
TOTAL ACREAGE = 4.155, 3 COMMERCIAL LOTS

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 AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF TRAILS AT CROWFOOT FILING NO. 9, 1ST AMENDMENT. 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 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 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).

(OWNERS/MORTGAGEE)

BY: _____
TITLE: _____

ATTEST:

SECRETARY

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY* (NAME PRINTED).

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT:

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.S.C. § 1531, ET SEQ., AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

(OWNERS/MORTGAGEE)

BY: _____
TITLE: _____

ATTEST:

SECRETARY

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

VICINITY MAP



~ NOT TO SCALE ~

LEGAL DESCRIPTION

TRACT E, TRAILS AT CROWFOOT FILING NO. 9, COUNTY OF DOUGLAS, STATE OF COLORADO.

GENERAL NOTES

- 1.) THE BASIS OF BEARINGS FOR THIS SURVEY IS THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M., BEING MONUMENTED AT THE NORTH QUARTER CORNER OF SECTION 9 BY A FOUND 1" PIPE WITH A 3.25" ALLOY CAP STAMPED "SURVEY MONUMENT-1986 - 1/4 - 48-CC-LS 6935 - ARCHER & ASSOC." AND AT THE CENTER OF SECTION 9 BY A SET NO. 6 REBAR WITH A 3.25" ALLOY CAP STAMPED "TS R669W- C 1/4 S9 - 2022 - PLS 38226" WITH THE LINE BETWEEN ASSUMED TO BEAR NORTH 00°16'46" WEST AS RECORDED ON THE PLAT OF TRAILS AT CROWFOOT FILING NO. 9, RECEPTION NO. 2020098683.
- 2.) STATUTE OF LIMITATIONS DISCLOSURE REQUIRED PER 12-80-105, C.R.S.: NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE 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 YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 3.) ALL COPYRIGHTS TO PUBLICATIONS BY FORESIGHT WEST SURVEYING, INC. ARE RESERVED. ADDITIONALLY, ALL FIELD BOOKS, NOTES, SKETCHES AND ELECTRONIC FILES ARE INSTRUMENTS OF SERVICE AND SHALL REMAIN THE SOLE PROPERTY OF FORESIGHT WEST SURVEYING, INC.
- 4.) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT (DEFINED AS ANY LAND BOUNDARY MONUMENT ESTABLISHED ON THE GROUND BY A CADASTRAL SURVEY OF THE UNITED STATES GOVERNMENT AND ANY MINERAL SURVEY MONUMENT ESTABLISHED BY A UNITED STATES MINERAL SURVEYOR AND MADE A PART OF THE UNITED STATES PUBLIC LAND RECORDS) OR ANY LAND SURVEY CORNER WHICH CONTROLS THE LOCATION OF THE BOUNDARIES OF A TRACT OR PARCEL OF LAND, EVEN IF SAID PERSON HAS TITLE TO THE LAND ON WHICH SAID MONUMENT IS LOCATED, COMMITS A CLASS 2 MISDEMEANOR UNLESS, PRIOR TO SUCH REMOVAL, SAID PERSON HAS CAUSED A COLORADO PROFESSIONAL LAND SURVEYOR TO ESTABLISH AT LEAST TWO WITNESS CORNERS OR REFERENCE MARKS FOR EACH SUCH MONUMENT REMOVED AND HAS FILED OR CAUSED TO BE FILED A MONUMENT RECORD PURSUANT TO ARTICLE 53 OF TITLE 38, C.R.S. (18-4-508, C.R.S.)
- 5.) OIL, GAS, COAL, MINERAL, WATER, DITCH, RESERVOIR, GEOTHERMAL, AVIGATION, GRAZING OR OTHER RIGHTS, AS WELL AS DEVELOPMENT, ZONING, LEASE, FIRE DISTRICT OR OTHER RESTRICTIONS, BOTH RECORDED AND UNRECORDED, MAY AFFECT THIS PROPERTY AND NOT BE PLOTTABLE GRAPHICALLY HEREON.
- 6.) ALL USERS OF THIS SURVEY ARE HEREBY NOTIFIED THAT THIS SURVEY IN NO WAY CONSTITUTES A TITLE SEARCH BY FORESIGHT WEST SURVEYING INC FOR DETERMINATION OF (A) RIGHT OF TITLE, (B) CHAIN OF TITLE/ABSTRACT, (C) THE HISTORICAL COMPATIBILITY OF ALL DESCRIPTIONS OF THIS PROPERTY WITH ALL DESCRIPTIONS OF ADJOINING PROPERTIES AND (D) EASEMENTS, RIGHTS-OF-WAY AND OTHER INSTRUMENTS OF RECORD THAT MAY IMPACT TITLE TO THIS PROPERTY. ADDITIONALLY, UNWRITTEN RIGHTS TO THIS PROPERTY MAY EXIST WHICH ARE UNKNOWN TO THIS FIRM.
- 7.) FOR ALL INFORMATION REGARDING RIGHT TO TITLE AND EASEMENTS, RIGHTS-OF-WAY OR OTHER TITLE BURDENS AFFECTING SUCH RIGHT TO TITLE TO THIS PROPERTY, FORESIGHT WEST SURVEYING, INC. RELIED UPON A TITLE COMMITMENT ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, ORDER NUMBER ABD70775112, WITH AN EFFECTIVE DATE OF MAY 27, 2022 AT 5:00 PM.
- 8.) LINEAL UNIT OF MEASURE USED IN THIS SURVEY: U.S. SURVEY FOOT (1209₃₉₃₇ METERS)
- 9.) THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
- 10.) DATE OF FIELD WORK: JUNE 26 & 27 AND JULY 5, 6 AND 11, 2022.

Please see Planning memo for require notes for commercial development.

PLANNING COMMISSION:

THE PRELIMINARY PLAN FOR THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON _____

PLANNING DIRECTOR,
ON BEHALF OF THE PLANNING COMMISSION

CLERK AND RECORDER:

STATE OF COLORADO)
COUNTY OF DOUGLAS) SS.
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 _____.

COUNTY CLERK AND RECORDER

TITLE VERIFICATION:

I/WE (NAME), A (CHOOSE ONE: QUALIFIED TITLE INSURANCE COMPANY, TITLE ATTORNEY OR ATTORNEY-AT-LAW), DO HEREBY CERTIFY THAT I/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 FOLLOWS:

(WHEN SIGNED BY AN ATTORNEY):

DATE _____ NAME OF ATTORNEY _____
(WHEN SIGNED BY AN OFFICIAL OF A TITLE INSURANCE COMPANY)

DATE _____ COMPANY NAME _____

TOWN COUNCIL:

TRACT E, TRAILS AT CROWFOOT FILING NO. 9 IS HEREBY AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, FOR FILING IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE ORIGINAL PLAT RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, RECEPTION NO. 202098683.

MAYOR, TOWN OF PARKER

ATTEST:

TOWN CLERK

SURVEYOR'S CERTIFICATE

I, RY PATRICK RUSK, 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. 9, 1ST AMENDMENT WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE 16TH DAY OF SEPTEMBER, 2022, 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 _____, 2022. Change to 2023
(SIGNATURE)
RY P. RUSK, P.L.S. 38226
FOR AND ON BEHALF OF FORESIGHT WEST SURVEYING, INC.

Move the Clerk and Recorder's signature block to the bottom.

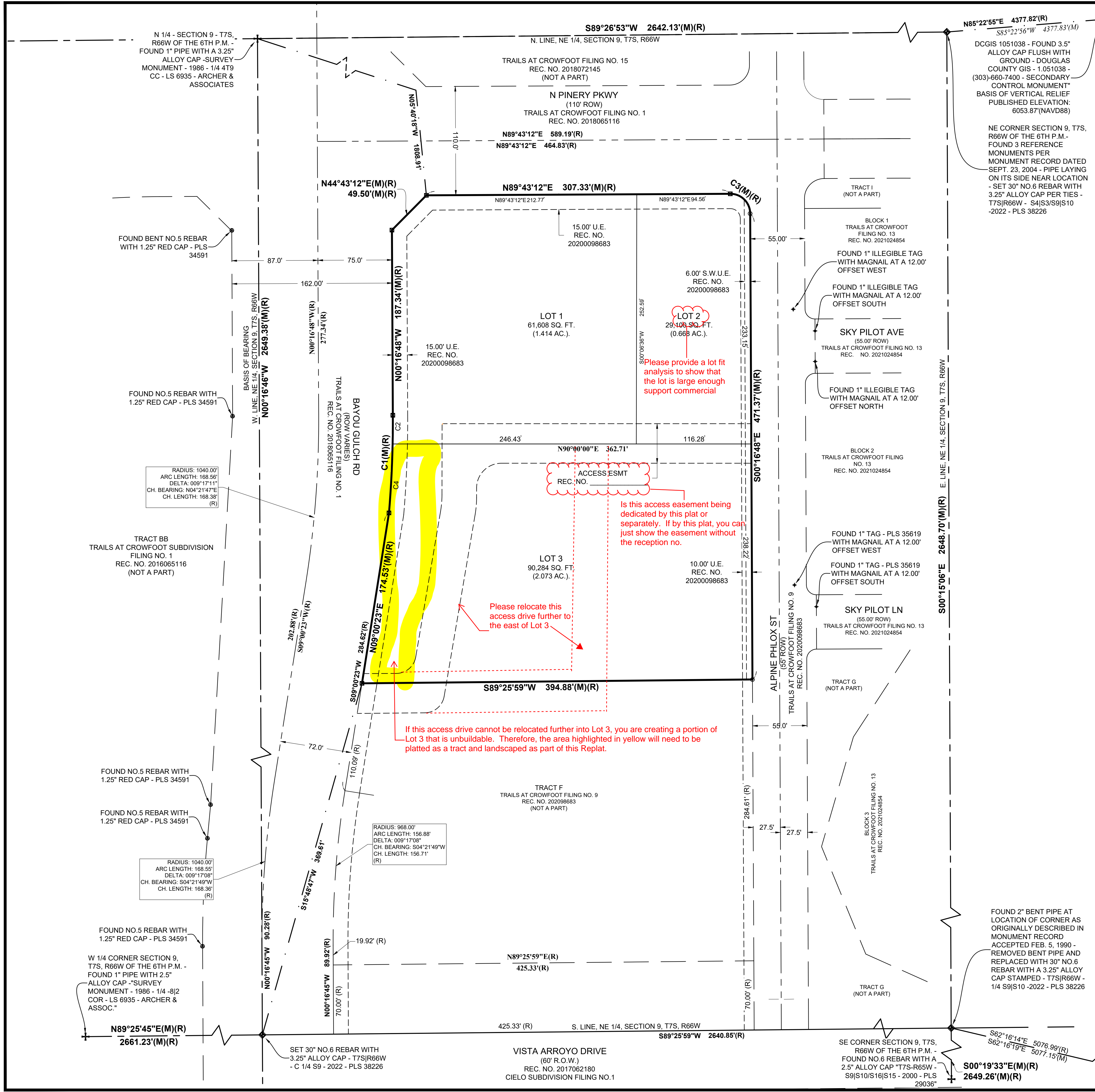
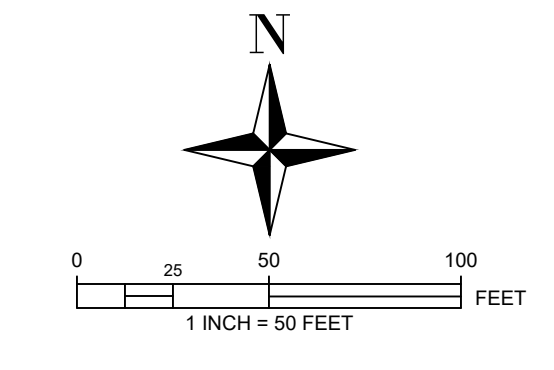
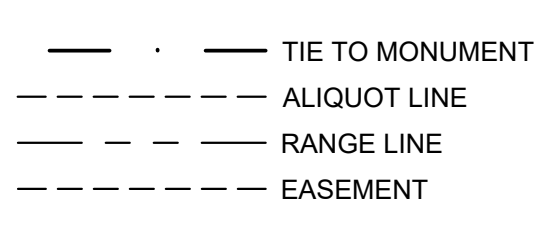
SURVEYOR FORESIGHT WEST SURVEYING, INC. 1309 S. INCA STREET DENVER, CO 80223 P: 303-504-4440	APPLICANT KUM & GO 1459 GRAND AVE DES MOINES, IA 50309 P: 515-226-0128 F: 515-223-9873	Job No.: 2022095 Scaled for 24" x 36"
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TRAILS AT CROWFOOT FILING NO. 9, 1ST AMENDMENT

A REPLAT OF TRACT E OF TRAILS AT CROWFOOT FILING NO. 9
 LOCATED IN THE NORTHEAST 1/4 OF SECTION 9,
 TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
 TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
 SHEET 2 OF 2
 TOTAL ACREAGE = 4.155, 3 COMMERCIAL LOTS

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA	CH. BEARING	CH. LENGTH
C1(M)(R)	1115.00'	98.90'	005°04'56"	N02°15'40"E	98.87'
C2	1115.00'	29.04'	001°29'32"	N00°27'58"E	29.04'
C3(M)(R)	20.00'	31.42'	090°00'00"	N45°16'48"W	28.28'
C4	1115.00'	69.86'	003°35'24"	N03°00'26"E	69.85'

- (R) = RECORD DISTANCE/BEARING PER CROWFOOT TRAILS FILING NO. 9 - REC. NO. 202009868
 (M) = AS-MEASURED DISTANCE/BEARING
 S.W.U.E. = SIDEWALK AND UTILITY EASEMENT
 DCGIS = DOUGLAS COUNTY GEOGRAPHICAL INFORMATION SYSTEM
 ROW = RIGHT-OF-WAY
- ◆ SET ALIQUOT CORNER AS DESCRIBED
 - SET MAGNAIL WITH 1.5" ALLOY CAP-PLS 38226
 - SET 18" NO.5 REBAR WITH 1.25" YELLOW CAP-PLS 38226
 - ◆ FOUND DOUGLAS COUNTY CONTROL MONUMENT
 - ⊕ FOUND ALIQUOT CORNER AS DESCRIBED
 - FOUND REBAR AND CAP AS DESCRIBED
 - + FOUND NAIL & TAG AS DESCRIBED



S04°31'09"E 5385.29'(R)
 S07°58'58"E 3565.33'(M)
 S04°31'09"E 5385.29'(R)
 S07°58'58"E 3565.33'(M)

N85°22'55"E 4377.82'(R)
 S85°22'56"W 4377.83'(M)
 DCGIS 1051038 - FOUND 3.5" ALLOY CAP FLUSH WITH GROUND - DOUGLAS COUNTY GIS - 1.051038 - (303)-660-7400 - SECONDARY CONTROL MONUMENT BASIS OF VERTICAL RELIEF: PUBLISHED ELEVATION: 6053.87'(NAVD88)

NE CORNER SECTION 9, T7S, R66W OF THE 6TH P.M. - FOUND 3 REFERENCE MONUMENTS PER MONUMENT RECORD DATED SEPT. 23, 2004 - PIPE LAYING ON ITS SIDE NEAR LOCATION - SET 30" NO.6 REBAR WITH 3.25" ALLOY CAP PER TIES - T7S/R66W - S4/S3/S9/S10 - 2022 - PLS 38226

S00°15'06"E 2648.70'(M)(R) E. LINE, NE 1/4, SECTION 9, T7S, R66W

S00°19'33"E(M)(R)
 2649.26'(M)(R)

S62°16'14"E 5076.99'(R)
 S62°16'19"E 5077.15'(M)

N 1/4 - SECTION 9 - T7S, R66W OF THE 6TH P.M. - FOUND 1" PIPE WITH A 3.25" ALLOY CAP - SURVEY MONUMENT - 1986 - 1/4 479 CC - LS 6935 - ARCHER & ASSOCIATES

S89°26'53"W 2642.13'(M)(R)
 N. LINE, NE 1/4, SECTION 9, T7S, R66W

TRAILS AT CROWFOOT FILING NO. 15
 REC. NO. 2018072145
 (NOT A PART)

N PINERY PKWY
 (110' ROW)
 TRAILS AT CROWFOOT FILING NO. 1
 REC. NO. 2018065116

N89°43'12"E 589.19'(R)
 N89°43'12"E 464.83'(R)

N44°43'12"E(M)(R)
 49.50'(M)(R)

N89°43'12"E 307.33'(M)(R)

15.00' U.E. REC. NO. 20200098683

6.00' S.W.U.E. REC. NO. 20200098683

15.00' U.E. REC. NO. 20200098683

N00°16'48"W 187.34'(M)(R)

N00°16'48"W 174.43'(M)(R)

N90°00'00"E 362.71'

N09°00'23"E 174.43'(M)(R)

S89°25'59"W 394.88'(M)(R)

10.00' U.E. REC. NO. 20200098683

S09°00'23"W 284.82'(R)

S09°00'23"W 284.82'(R)

S09°00'23"W 284.82'(R)

S09°00'23"W 284.82'(R)

S09°00'23"W 284.82'(R)

S09°00'23"W 284.82'(R)

S09°00'23"W 284.82'(R)

S09°00'23"W 284.82'(R)

S09°00'23"W 284.82'(R)

S09°00'23"W 284.82'(R)

S09°00'23"W 284.82'(R)

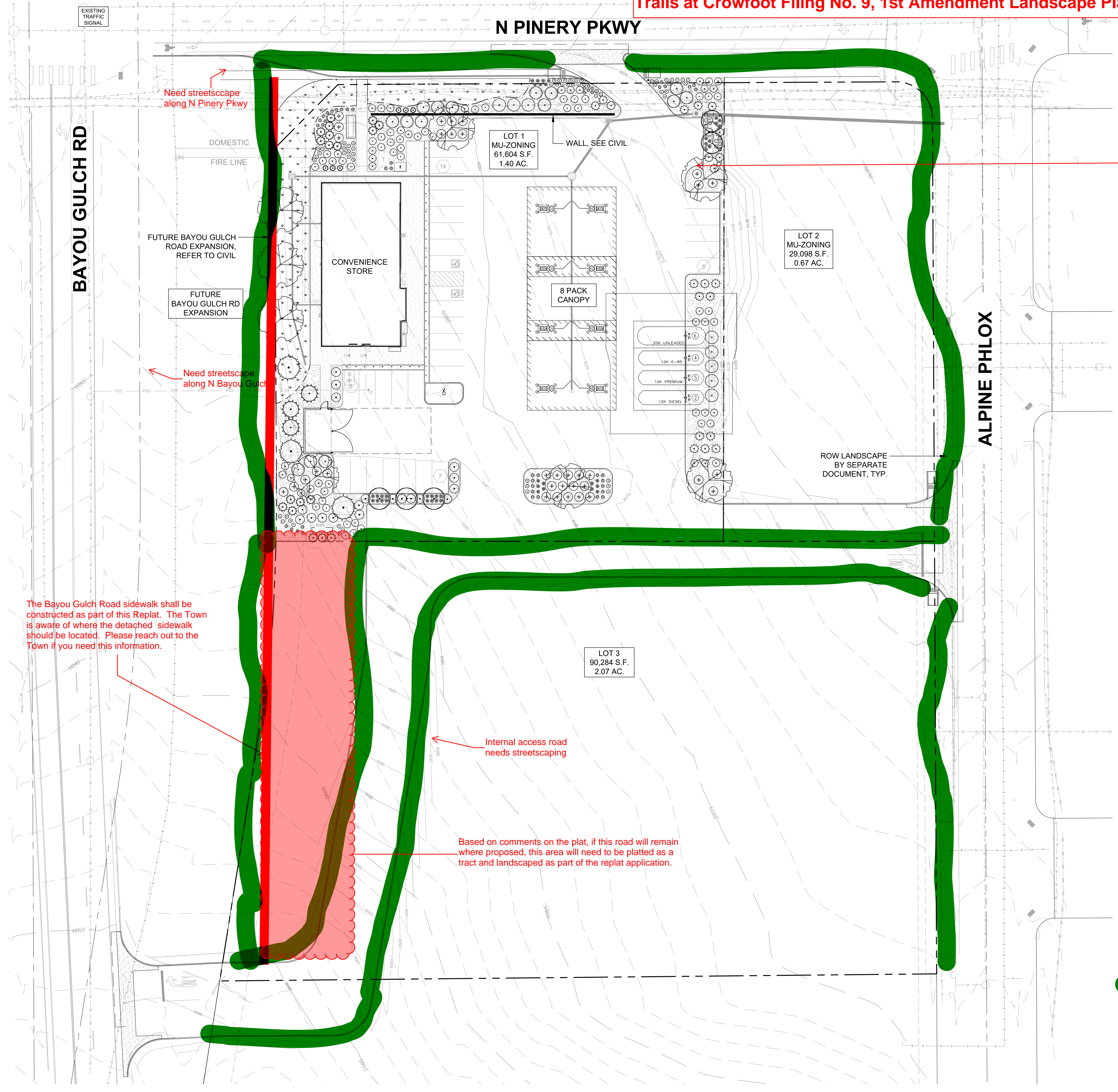
S09°00'23"W 284.82'(R)

S09°00'23"W 284.82'(R)

S09°00'23"W 284.82'(R)

S09°00'23"W 284.82'(R)

Please add a title to all pages of this document. The title should be:
Trails at Crowfoot Filing No. 9, 1st Amendment Landscape Plan



- LEGEND**
- DECIDUOUS TREE
 - EVERGREEN TREE
 - ORNAMENTAL TREE
 - DECIDUOUS SHRUBS
 - EVERGREEN SHRUBS
 - ORNAMENTAL GRASS
 - PERENNIALS
 - NATIVE SEED MIX
 - 1" CHIPPED GRANITE ROCK MULCH
 - LANDSCAPE EDGER

All landscaping shown in the plan is for the Site Plan and should be removed from this landscaping plan. The only landscaping required for the replat is streetscape and any tract landscaping.

INTERNAL LANDSCAPE

NET SITE AREA	LANDSCAPE AREA			% LIVE COVER		
	REQUIRED 15%	PROVIDED	SURPLUS/ DEFICIT	REQUIRED (75%)	PROVIDED	SURPLUS/ DEFICIT
61,608 SF	9,241 SF	15,315 SF	+6,074 SF	11,871 SF	12,451 SF	+580 SF

TREE REQUIREMENT 1/1500 SF			SHRUB REQUIREMENT 5/1500 SF		
REQUIRED	PROVIDED	SURPLUS/ DEFICIT	REQUIRED	PROVIDED	SURPLUS/ DEFICIT
6	9	+3	31	196	+165

	REQUIRED	PROVIDED
TOTAL TREES/TE'S	6	9
TOTAL SHRUBS	31	196
TOTAL GRASSES	NA	88
TOTAL PERENNIALS	NA	68

EVERGREEN TREE REQUIREMENT - OVERALL SITE

MINIMUM EVERGREEN REQ.	25%	
NUMBER OF TREES	REQUIRED	PROVIDED
19 TOTAL	5	6

TURF

MAXIMUM ALLOWED	1,386 SF - 15%
PROVIDED	0 SF - 0%

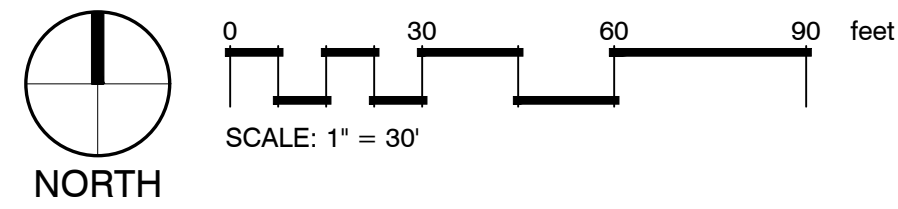
PARKING LOT PERIMETER BUFFER

REQUIRED	10' BUFFER
PROVIDED	10'+ BUFFER

STREETSCAPE

LOCATION	LENGTH	TREE REQUIREMENT 1/40 LF		
		REQUIRED	PROVIDED	SURPLUS/ DEFICIT
BAYOU GULCH	255	7	10	+3

All green highlighted areas need streetscape landscaping (see Planning Memo). This landscaping will be required to be installed at the time of the replat.



REVISION DESCRIPTION	DATE

PLANT SCHEDULE

DECIDUOUS TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	FHT X SP
CASP	3	CATALPA SPECIOSA	WESTERN CATALPA	B & B	2.5" CAL	40' X 30'
CEOC	2	CELTIS OCCIDENTALIS	COMMON HACKBERRY	B & B	2.5" CAL	40' X 40'
GYKE	3	GYMNOCALADUS DIOICA	KENTUCKY COFFEETREE	B & B	2.5" CAL	60' X 40'
EVERGREEN TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	FHT X SP
ABCO	3	ABIES CONCOLOR	WHITE FIR	B & B	6" HT	40' X 20'
PIBA	3	PICEA PUNGENS 'BAKERI'	BLUE SPRUCE	B & B	6" HT	30' X 15'
ORNAMENTAL TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	FHT X SP
ATHW	3	ACER TATARICUM 'GARANN'	HOT WINGS TATARIAN MAPLE	B & B	2" CAL	20' X 20'
MARA	2	MALUS X 'RADIANT'	RADIANT CRAB APPLE	B & B	2" CAL	20' X 20'
DECIDUOUS SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	FHT X SP
AMAR	15	AMELANCHIER ALNIFOLIA 'REGENT'	SASKATOON SERVICEBERRY	#5		8' X 8'
CCDK	28	CARYOPTERIS X CLANDONENSIS 'DARK KNIGHT'	DARK KNIGHT BLUE MIST SPIREA	#5		4' X 4'
PEAT	18	PEROVSKIA ATRIPLEXICIFOLIA	RUSSIAN SAGE	#5		4' X 4'
PHOP	29	PHYSCARPUS OPULIFOLIUS 'LITTLE DEVIL'	DWARF NINEBARK	#5		4' X 4'
PBPB	34	PRUNUS BESSEYI 'PAWNEE BUTTES'	PAWNEE BUTTES SAND CHERRY	#5		1.5' X 5'
RAGL	19	RHUS AROMATICA 'GRO-LOW'	GRO LOW SUMAC	#5		2' X 5'
SYRO	8	SYRINGA X PRESTONIAE 'ROYALTY'	ROYALTY PRESTON LILAC	#5		9' X 7'
EVERGREEN SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	FHT X SP
JUBL	18	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	BLUE CHIP JUNIPER	#5		1' X 6'
JSCC	21	JUNIPERUS SABINA 'CALGARY CARPET'	CALGARY CARPET JUNIPER	#5		1' X 5'
JSSR	6	JUNIPERUS SCOPULORUM 'SKYROCKET'	SKYROCKET JUNIPER	#5		15' X 3'
ORNAMENTAL GRASSES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	FHT X SP
FGEB	19	FESTUCA GLAUCA 'ELIJAH BLUE'	ELIJAH BLUE FESCUE	#1		1' X 1'
PEAH	26	PENNISETUM ALOPECUROIDES 'HAMELN'	HAMELN DWARF FOUNTAIN GRASS	#1		2' X 2'
SCST	43	SCHIZACHYRIUM SCOPARIUM 'STANDING OVATION'	STANDING OVATION LITTLE BLUESTEM	#1		2' X 2'
PERENNIALS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	FHT X SP
CAIN	28	CALLIRHOE INVOLUCRATA	PURPLE POPPYMALLOW	#1		1' X 2'
ECPU	40	ECHINACEA PURPUREA	CONEFLOWER	#1		3' X 2'
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT @	CAL	FHT X SP
	4,695 SF		NATIVE SEED MIX	SEED		

GENERAL NOTES:

- VERIFY ALL EXISTING CONDITIONS PRIOR TO BEGINNING WORK. BE AWARE OF ANY UNDERGROUND UTILITIES. PROTECT ALL EXISTING SITE FEATURES TO REMAIN FROM POTENTIAL DAMAGE BY SITE CONSTRUCTION OPERATIONS. AVOID ANY WORK BEYOND SCOPE OF PROJECT AREA.
- COORDINATE ALL DISCIPLINES AND SITE CONSTRUCTION THAT WILL BE NEEDED TO COMPLETE THE PROJECT IN THE TIME FRAME GIVEN AND WITHIN BUDGET. ALL ACCESS TO SITE, USE OF UTILITIES, STORAGE, AND OTHER REQUIREMENTS SHALL BE COORDINATED PRIOR TO BEGINNING WORK.
- CONTRACTOR IS RESPONSIBLE TO INSPECT AND CONFIRM SITE CONDITIONS PRIOR TO BEGINNING WORK. COMMENCEMENT OF WORK SHALL SIGNIFY ALL CONDITIONS ARE ACCEPTABLE AND NO ALLOWANCE WILL BE MADE FOR UNRECOGNIZED CONDITIONS AFTER START OF WORK.
- NOTIFY OWNER/LANDSCAPE ARCHITECT IMMEDIATELY UPON DISCOVERY OF UNFORESEEN SITE CONDITIONS OR PLAN DISCREPANCIES. NO CHANGE TO SPECIFIED WORK SHALL BE COMPLETED WITHOUT VERIFICATION OF EXISTING CONDITIONS AND WRITTEN APPROVAL OF MODIFICATION BY THE LANDSCAPE ARCHITECT.

CLEARING & GRADING:

- ALL CONSTRUCTION MUST BE IN ACCORDANCE WITH ALL APPLICABLE MUNICIPAL CODES AND DEVELOPMENT STANDARDS; UNIFORM BUILDING CODES; PERMIT CONDITIONS; AND ALL OTHER APPLICABLE CODES, ORDINANCES, STANDARDS, AND POLICIES.
- A COPY OF THE APPROVED PLANS MUST BE ON-SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY OTHER RELATED OR REQUIRED PERMITS PRIOR TO BEGINNING CONSTRUCTION. ALL LOCATIONS OF EXISTING UTILITIES HAVE BEEN ESTABLISHED BY FIELD SURVEY OR OBTAINED FROM AVAILABLE RECORDS AND SHOULD, THEREFORE, BE CONSIDERED APPROXIMATE ONLY AND NOT NECESSARILY COMPLETE. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR (1) TO INDEPENDENTLY VERIFY THE ACCURACY OF ALL UTILITY LOCATIONS AND (2) TO DISCOVER AND AVOID ANY OTHER UTILITIES NOT SHOWN WHICH MAY BE AFFECTED BY THE IMPLEMENTATION OF THIS PLAN.

SOIL SPECIFICATIONS:

- ANY PLANTING AREA THAT DOES NOT MEET THE FOLLOWING SOIL PREPARATION REQUIREMENTS ARE SUBJECT TO REJECTION AT OWNER/OWNERS REPRESENTATIVES DISCRETION.
- LANDSCAPE CONTRACTOR IS REQUIRED TO NOTIFY OWNER/OWNERS REPRESENTATIVE A MINIMUM OF 24 HOURS PRIOR TO BEGINNING SOIL PREP WORK. SOIL PREP NOT INSPECTED BY OWNER/OWNERS REPRESENTATIVE IS SUBJECT TO REJECTION AT ANYTIME PRIOR TO INITIAL ACCEPTANCE.
- LANDSCAPE CONTRACTOR SHALL SUBMIT DELIVERY (TRIP) TICKETS TO OWNER/OWNERS REPRESENTATIVE FOR ALL ORGANIC SOIL AMENDMENTS WITHIN 24 HOURS AFTER DELIVERY.
- IMPORTED TOPSOIL SHALL BE FERTILE, FRIABLE, SANDY LOAM FROM THE 'A' HORIZON AND SHALL BE FREE OF STONES OVER .75" IN DIAMETER, REFUSE, PLANTS OR THEIR ROOTS, STICKY NOXIOUS WEEDS, SALTS, SOIL STERILANTS, OR OTHER MATERIAL WHICH WOULD BE DETRIMENTAL TO PLANT GROWTH.
- ORGANIC SOIL AMENDMENT SHALL CONSIST OF DRY, WELL-ROTTED, PULVERIZED, AGED MINIMUM ONE YEAR ORGANIC COMPOST CLASS 1 TYPE SUCH AS AVAILABLE FROM A-1 COMPOST, JENSEN SALES, PULVERIZED HORSE, SHEEP OR DAIRY COW MANURE **NOT ACCEPTABLE**. SUBMIT DATED RECENT MATERIAL ANALYSIS TO OWNER/OWNERS REPRESENTATIVE TO GUARANTEE PRODUCT CONDITION AND PROOF NO LIVE WEED SEEDS AND CHEMICAL ADDITIVES ARE PRESENT.
- SOIL PREPARATION FOR AREAS TO BE SODDED SHALL INCLUDE TOPSOIL AND ORGANIC MATTER ADDED AT A RATE OF FIVE CUBIC YARDS PER ONE THOUSAND SQUARE FEET AND TILLED EIGHT (8) INCHES INTO THE SOIL.
- PREPARED BACKFILL FOR TREE/SHRUB PLANTING SHALL BE A MIX OF 2/3 IMPORTED/ SALVAGED TOPSOIL AND 1/3 ORGANIC SOIL AMENDMENT. WHERE TREES AND SHRUBS ARE LOCATED IN LARGE BEDS PROVIDE SOIL AMENDMENT AT A RATE OF FIVE CUBIC YARDS PER ONE THOUSAND SQUARE FEET AND TILL EIGHT INCHES INTO THE SOIL THROUGHOUT THE ENTIRE PLANTING BED, NOT JUST IN EXCAVATED PLANTING HOLES.

PLANTING NOTES:

- LANDSCAPE CONTRACTOR SHALL LOCATE ALL TREES, SHRUBS AND PLANTING BEDS ACCORDING TO LOCATIONS SHOWN ON DRAWINGS. ALL PLANTING LOCATIONS SHALL BE SUBJECT TO REVIEW AND APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO THE START OF PLANTING OPERATIONS. LANDSCAPE CONTRACTOR SHALL MAKE MODIFICATIONS IN LOCATIONS AS DIRECTED BY LANDSCAPE ARCHITECT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING EXISTING CONDITIONS AND REPORTING IN WRITING TO THE LANDSCAPE ARCHITECT ANY CONFLICTS RELATIVE TO IMPLEMENTATION OF THE LANDSCAPE CONSTRUCTION DOCUMENTS. VALERIAN LLC SHALL NOT ASSUME ANY ERRORS OR OMISSIONS IN THE PLANT SCHEDULE LISTED HEREIN. THE PLANT SYMBOLS SHOWN ON THE LANDSCAPE PLAN SHALL PREVAIL SHOULD THERE BE ANY DISCREPANCIES IN QUANTITIES BETWEEN THE PLAN AND PLANT SCHEDULE.
- LANDSCAPE CONTRACTOR SHALL PROVIDE PLANT PROTECTION AND MAINTENANCE THROUGHOUT INSTALLATION AND UNTIL FINAL ACCEPTANCE OF LANDSCAPE INSTALLATION AS FOLLOWS:
 - ALL PLANT MATERIAL SHALL BE PROTECTED, FROM TIME OF DIGGING TO TIME OF FINAL ACCEPTANCE, FROM INJURY, EXCESSIVE DRYING FROM WINDS, IMPROPER VENTILATION, OVER-WATERING, FREEZING, HIGH TEMPERATURES, OR ANY OTHER CONDITION DAMAGING TO PLANTS.
 - PLANT MATERIAL SHALL BE PLANTED ON THE DAY OF DELIVERY IF POSSIBLE. ALL PLANTS NOT PLANTED ON THE DAY OF DELIVERY SHALL BE PLACED IN A TEMPORARY NURSERY AND KEPT MOIST, SHADED, AND PROTECTED FROM THE SUN AND WIND. EACH ROOTBALL SHALL BE COVERED ENTIRELY WITH MULCH. ALL PLANT MATERIALS SHALL BE INSTALLED PER THE PLAN DRAWINGS AND SPECIFICATIONS.
 - LANDSCAPE CONTRACTOR SHALL PROVIDE PLANT MATERIALS THAT COMPLY WITH THE REQUIREMENTS OF THE MOST RECENT ANSI Z 60.1 "STANDARDS FOR NURSERY STOCK" UNLESS OTHERWISE SPECIFIED. CALIPER OF B&B TREES SHALL BE TAKEN 6 INCHES ABOVE THE GROUND UP TO AND INCLUDING 4 INCH CALIPER SIZE, AND 12 INCHES ABOVE THE GROUND FOR LARGER SIZES.
 - PLANTING MAINTENANCE SHALL INCLUDE WATERING, WEEDING, CULTIVATING, RESETTING PLANTS TO PROPER GRADES OR POSITION, REESTABLISHING SETTLED GRADES. HERBICIDE IS NOT RECOMMENDED FOR ONE YEAR FOLLOWING LANDSCAPE INSTALLATION.
 - PLANT MAINTENANCE SHALL INCLUDE THOSE OPERATIONS NECESSARY TO PROPER GROWTH AND SURVIVAL OF ALL PLANT MATERIALS. CONTRACTOR SHALL PROVIDE THIS WORK IN ADDITION TO SPECIFIC WARRANTY/GUARANTEES.
- CONTRACTOR SHALL VERIFY AND MAINTAIN ALL SETBACKS, CLEAR ZONES AND SIGHT TRIANGLES REQUIRED BY ALL LOCAL AND MUNICIPAL CODES WHERE APPLICABLE.
- LANDSCAPE CONTRACTOR SHALL ENSURE THAT THE LANDSCAPE INSTALLATION IS COORDINATED WITH THE PLANS PREPARED BY OTHER CONSULTANTS SO THAT THE PROPOSED GRADING, STORM DRAINAGE OR OTHER PROPOSED CONSTRUCTION DOES NOT CONFLICT WITH NOR PRECLUDE INSTALLATION AND MAINTENANCE OF LANDSCAPE ELEMENTS AS DESIGNATED ON THIS PLAN.
- ALL LANDSCAPE AREAS SHALL BE IRRIGATED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. THE SYSTEM SHALL BE PROPERLY ZONED TO SEPARATE PLANT MATERIAL BY WATER REQUIREMENT. ALL SHRUB BEDS AND TREES IN NATIVE SEED AREAS SHALL BE IRRIGATED BY USING LOW WATER/D RIP TECHNIQUES. ALL TURF AREAS SHALL BE IRRIGATED USING POP-UP SPRAY OR ROTOR APPLICATION.

EDGING:

- ALL LANDSCAPE EDGING TO BE 1/8"X4" 14 GAUGE GALVANIZED STEEL AS PER THE TOWN OF PARKER CONSTRUCTION SPECIFICATIONS AND DESIGN CONSIDERATIONS FOR PARKS, TRAILS, AND STREETS CAPES.

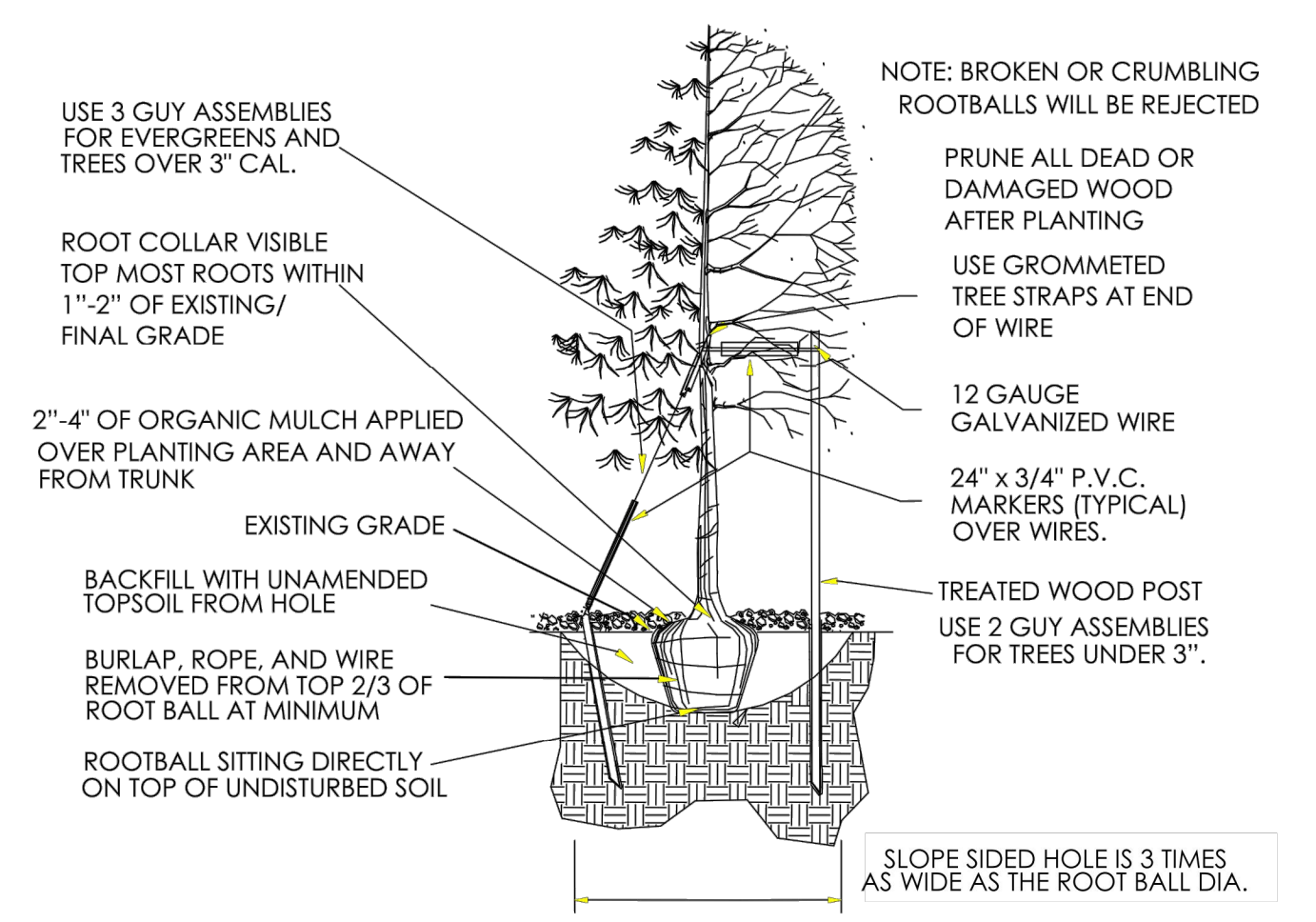
MULCH:

- PLANTING BEDS (AS SPECIFIED) SHALL CONTAIN 1" CHIPPED GRANITE MULCH AT A MINIMUM DEPTH OF 3" WITH A DOUBLE SHREDDED CEDAR MULCH RING AROUND EACH TREE, SHRUB, GRASS, AND PERENNIAL. WOOD MULCH RING SHALL BE 1.5X THE CONTAINER SIZE OF THE SHRUB, GRASS OR PERENNIAL. DEPRESS MULCH 2" BELOW SURROUNDING CURBS AND WALKS, PLACE WITH TIGHT JOINTS. TREE MULCH RING SHALL BE GREEN INDUSTRY STANDARD SIZE.
- GEOTEXTILE FABRIC (FILTER FABRIC) UNDERLAYMENT SHALL BE MIRAFI, MIRASCAPE, DUPONT TYPAR 3301 OR APPROVED EQUAL (SUBMIT SAMPLE).

NATIVE SEED:

- PREPARE NATIVE SEED AREAS BY INCORPORATING ORGANIC COMPOST AT A RATE OF THREE (3) CUBIC YARDS COMPOST AMENDMENT PER 1000 S.F.. RIP AMENDMENTS AND AMENDMENTS TO A MINIMUM DEPTH OF EIGHT (8) INCHES.
- FINE GRADE SEED AREAS TO ELIMINATE IRREGULARITIES ON THE SURFACE. ROLL OR PERFORM ADDITIONAL FINE GRADING. SEED AREAS BY MEANS OF APPROVED BROADCAST OR HYDRAULIC-TYPE SPREADERS. DO NOT SEED DURING WINDY WEATHER. MULCH SEEDED AREAS WITH GOOD CELLULOSE FIBER MULCH WITHIN 24 HOURS OF SEEDING. APPLY MULCH TACKIFIER AT RATE RECOMMENDED BY MANUFACTURER'S RECOMMENDATIONS.
- NATIVE SEED MIX TO BE 'PBSI NATIVE PRAIRIE MIX' AS SUPPLIED BY PAWNEE BUTTES SEED INC. OR APPROVED EQUAL. SEEDING RATE: 10 LBS/ACRE
 - SEED MIX TO BE AS FOLLOWS: BLUE GRAMA, BUFFALOGRASS, SIDEOTS GRAMA, WESTERN WHEATGRASS, GREEN NEEDLEGRASS, SAND DROPSSEED.

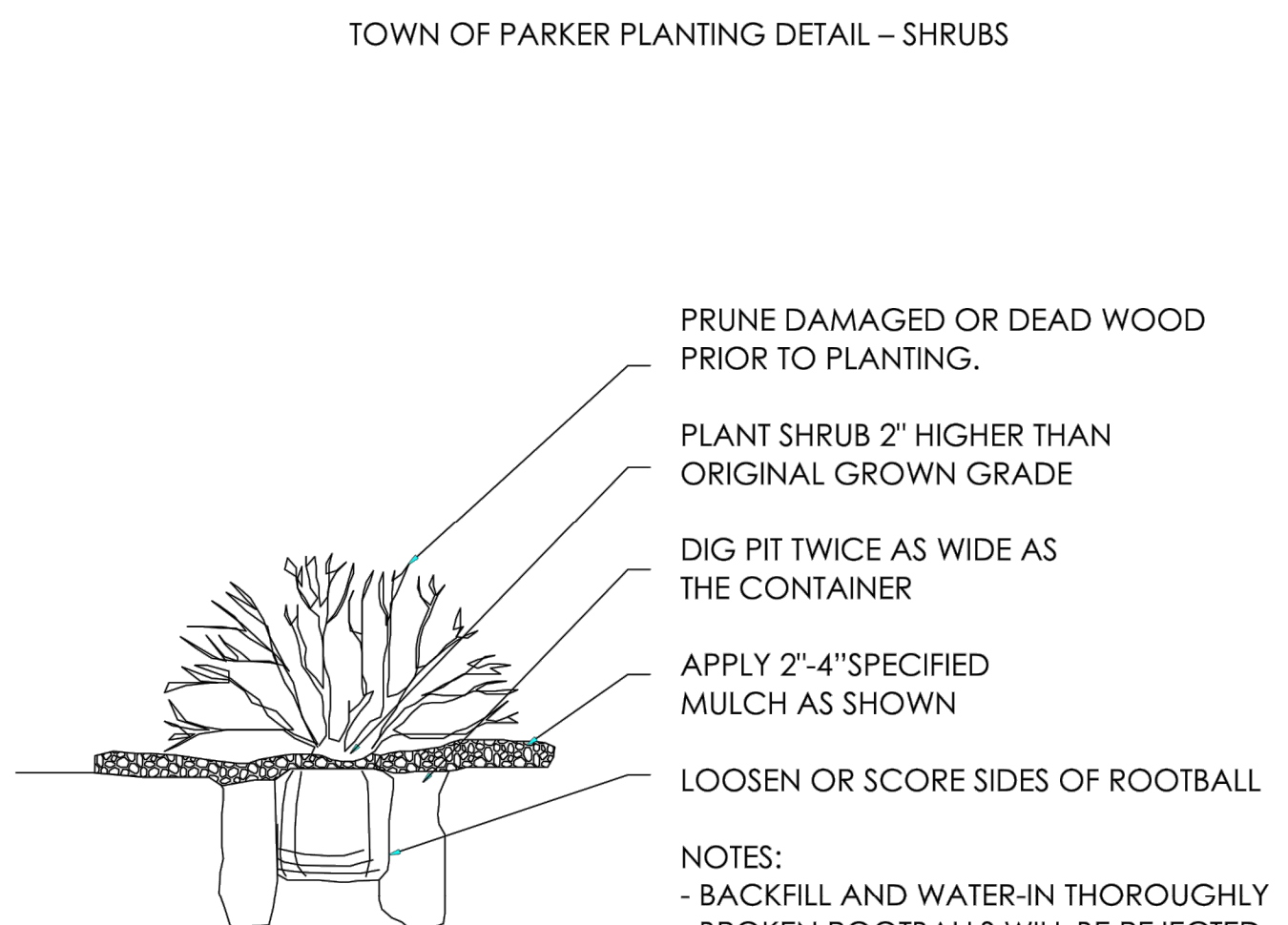
TOWN OF PARKER PLANTING STANDARDS



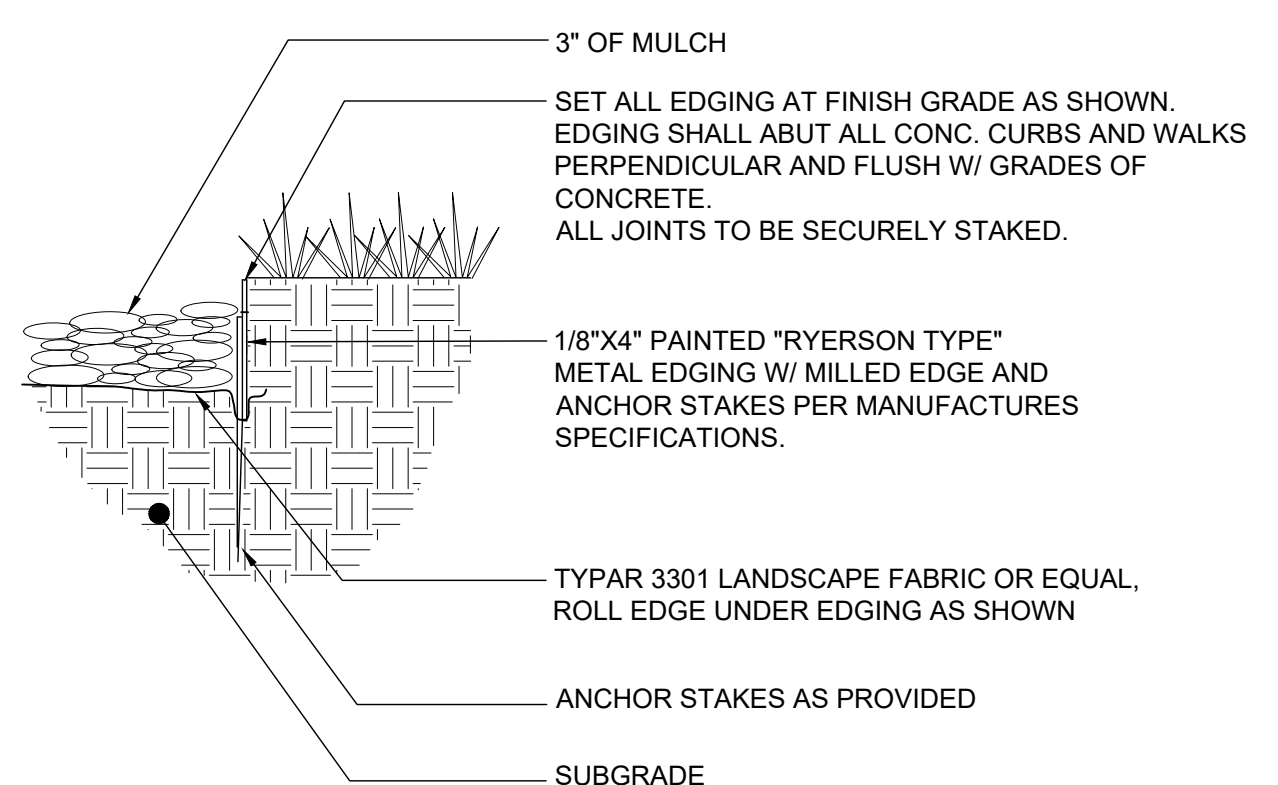
- Excavate planting holes with sloping sides. Make excavations at least three times as wide as the root ball diameter and no deeper than the distance from the top most roots in the root ball to the bottom of the root ball to allow for settling. Do not disturb soil at bottom of planting holes, but do score the sides of the planting hole. The planting area shall be loosened and aerated at least three times the diameter of the root ball. Backfill shall consist of existing on site topsoil - no amendments shall be used unless otherwise specified.
- Trees shall be planted with the root collar/flare visible above grade AND two or more structural roots located within the top 1" to 2" of the root ball/finished grade measured 3" to 4" from trunk. This includes trees that are set on slopes (see slope planting detail). Trees that do not have a visible root collar shall be rejected. Do not cover the root ball with soil.
- When root ball will remain intact, cut off bottom 1/4 of wire basket before placing tree in hole, cut off remainder of basket AFTER tree is set in hole, remove basket completely. At a minimum, the top 2/3 of the burlap and basket shall be removed from the root ball on all trees. Remove all nylon ties, twine, rope and burlap. Remove unnecessary packing material.
- Form soil into a 3" to 5" tall watering ring (saucer) around planting area. This is not necessary in irrigated turf areas. Apply 2" to 4" depth of specified mulch over planting area and inside saucers, away from trunk.
- Staking and guying of trees is optional in most planting situations. In areas of extreme winds, or on steep slopes, staking may be required to stabilize trees. Staking and guying must be removed within 1 year of planting date.
- Tree wrap is *not* to be used on any new plantings, except in late fall planting situations, and only then after consultation with the Town Arborist.
- Resetting of improperly planted trees will only be allowed if it is determined that doing so will in no way compromise the root ball, and shall only be done with approval of the Town Arborist.

1 DECIDUOUS TREE PLANTING - TOWN OF PARKER N.T.S.

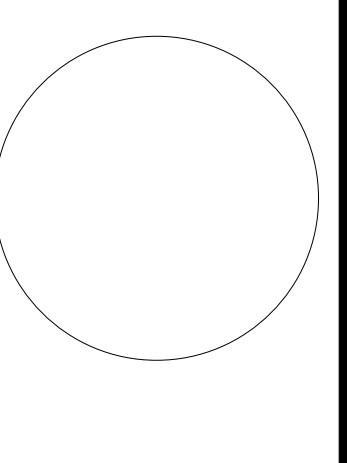
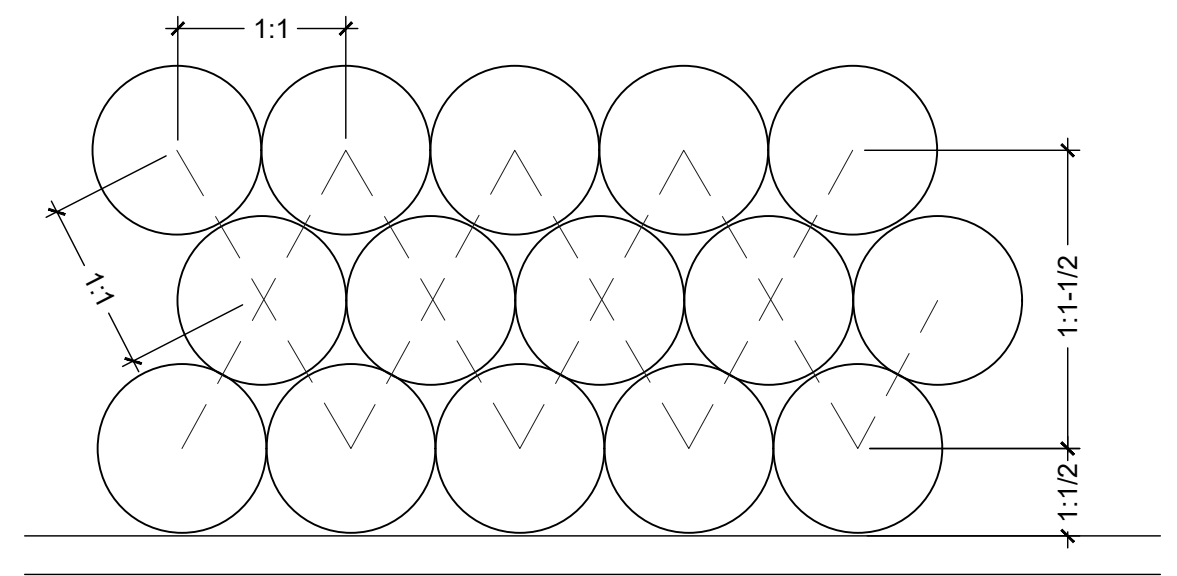
TOWN OF PARKER PLANTING STANDARDS



2 SHRUB PLANTING - TOWN OF PARKER N.T.S.



3 STEEL EDGING 1" = 1'-0" BLOC-02



1459 Grand Ave
Des Moines, IA 50309
P: 888-458-6646

SITE PLAN
2293 - KUM AND GO - PARKER, CO
NEC OF BAYOU GULCH RD AND PINERY PKWY
LANDSCAPE NOTES AND DETAILS

KG PROJECT TEAM: EES
RDM:
SDM:
CPM:

REVISION DESCRIPTION	DATE

DATE: 09-23-2022
SHEET NUMBER: L2
6 OF 10



X:\DROPOX\VALERIAN\TEAM FOLDER\PROJECTS\2022-09-23_SUBMITTAL_151222-04_L2_LANDSCAPE NOTES AND DETAILS.DWG



PARKER
COLORADO

Project Reviews Town of Parker



Project Number: SUB22-048

Description: **Trails at Crowfoot F9 AMD 1**

Applied: **9/30/2022**

Approved:

Site Address:

Closed:

Expired:

City, State Zip Code: **PARKER, CO**

Status: **UNDER REVIEW 1**

Applicant: **Entitlement and Engineering Solutions, Inc**

Parent Project: **SUB17-040**

Owner: **Matt Janke (CMCE LLC)**

Contractor: **Entitlement and Engineering Solutions, Inc**

Details:

The applicant, Entitlement and Engineering Solutions, is proposing subdividing Tract E, Trails at Crowfoot Filing No. 9 into 3 commercial lots. The site is located at the southeast corner of Bayou Gulch Road and N. Pinery Pkwy.

LIST OF REVIEWS

SENT DATE	RETURNED DATE	DUE DATE	TYPE	CONTACT	STATUS	REMARKS
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Review Group: ALL

10/12/2022	10/13/2022	10/19/2022	COMPLETENESS REVIEW	Stacey Nerger	REVISIONS REQUIRED	
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Notes:

Krysta,

I have been assigned as the Case Planner for the above-mentioned application. I have finished the completeness review and below are items still outstanding:

1. Application Fees (\$2,040.00 – an addition \$51.00 will apply if paid by credit card)
2. Word version of the Legal Description – this is used in the Subdivision Agreement, if applicable
3. Title Commitment
4. Chargeback Agreement – Attached

Once we have the above-mentioned items, the case file can be deemed complete and sent out for referral. Please let me know if you have any questions.

Thank you,
Stacey

Review Group: AUTO

9/30/2022			ENGINEERING ADMINISTRATIVE	Tom Williams		
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Notes:

9/30/2022	11/18/2022	10/14/2022	LAND USE COMPLETENESS REVIEW	Alex Mestdagh	NO COMMENT	
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Notes:



PARKER
COLORADO

Project Reviews Town of Parker



Review Group: FP 1ST 20

10/27/2022	11/23/2022	11/29/2022	AZTEC CONSULTANTS INC 20	Dean Cates	REVISIONS REQUIRED	
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Notes:

10/27/2022	11/10/2022	11/29/2022	BUILDING 20	Randy Capra	ADVISORY COMMENTS	See notes
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Notes:

Buildings

We highly encourage a Building pre-application meeting before applying for the permit to discuss construction type, occupancy, allowable areas, MEPs, energy, structural, fire, etc... Please visit our website for all plan submittal requires: Plan Review | Town of Parker - Official Website (parkeronline.org), and our most current code adoptions.

Building and/or Fire Life Safety permit application will not be accepted/reviewed until the associated site plan is approved or otherwise discussed. All plans submitted for Building's review must meet the 2021 I-Codes, the 2020 NEC, and the referenced NFPA editions noted in the applicable codes (i.e. 2021 IFC references the 2019 edition of NFPA 72) if received by December 31, 2021. NFRC certificates, interior/exterior lighting along with the mechanical and envelope compliance path must be included with the original submittal. All Fire Permit applications and inspections will be handled through the Parker Building Division. All land use applications and the associated Grading Permit must be approved/issued per Planning and Public Works prior to the Building Permit being approved/issued.

Retaining walls greater than 4' from base of footing or bottom course requires separate building permits and plans must be stamped by qualified professional. Tiered/staggered/stepped back retaining walls all require permits no matter the height of individual wall.

10/27/2022		11/29/2022	CENTURYLINK COMMUNICATIONS 20	CenturyLink		
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Notes:

10/27/2022	11/10/2022	11/29/2022	CHERRY CREEK BASIN WATER QUALITY AUTHORITY 20	Rich Borchardt	ADVISORY COMMENTS	See Notes
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Notes:

- 1.The Authority's Control Regulation 72 requires construction and post-construction Best Management Practices (BMPs).
2. No exceptions taken with the proposed subdivision
3. No exceptions taken with the proposed post construction or construction BMPs.
4. No further referrals to the authority on this project are required.

10/27/2022		11/29/2022	COMCAST 20	Butch Buster		
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Notes:

10/27/2022	12/1/2022	11/29/2022	CONST PLANS - ENVIRONMENTAL	Robert Seacat	NO COMMENT	See Notes
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Notes:

Please refer to the Const Plans - Environmental Review in SP22-119.



PARKER
COLORADO

Project Reviews Town of Parker



**CONSTRUCTION PLANS – ENVIRONMENTAL
GENERAL COMMENTS**

1. Please include CBMP Drawings specific to this site plan for review. The “initial” CBMP Drawing shall show the existing conditions and contours along with the proposed grading as the base. Please show the initial CBMP’s for the site plan on that drawing. The “interim” and “final” CBMP drawings shall show the proposed site development along with proposed grading and ultimate site stabilization.
2. Provide existing and proposed grading contours.
3. Omit all existing and proposed utilities from the CBMP Drawings, except those relating to stormwater.
4. Include within the plan set ALL the town’s 31 CBMP Notes & Details.
5. Provide a legend of symbols to correspond to the Town’s 31 CBMP Notes & Details. Use the appropriate symbol for the CBMP on the plans.
6. Add a callout/label on all properties adjacent to the project stating that no work shall occur in these areas.
7. Inlet Protection (IPAP, IPAN, IPCOG, IPCOS) on plans must have proper legend code for the type of inlet and the diagram on the plans must match the proper type of inlet protection needed.
8. Add the following note to the initial and final CBMP plan sheets:
“LOT PROTECTION (LP) IS REQUIRED ON COMMERCIAL LOTS WHEN LANDSCAPING IS NOT POSSIBLE.”

INITIAL CBMP PLANS

9. Provide a callout outside the perimeter controls along the public sidewalk(s) to be modified/replaced with the project that states the following:
“ALL WORK WITHIN PUBLIC RIGHT-OF-WAY (ROW) WILL REQUIRE A TOWN ROW PERMIT. INITIAL AND INTERIM CBMPS FOR WORK WITHIN THE TOWN’S ROW SHALL BE COORDINATED WITH THE TOWN’S ENVIRONMENTAL INSPECTOR PRIOR TO THE BEGINNING OF ANY ROW WORK.”
10. Show multiple Portable Toilet Protections (PTP), a site this size must have at least 2.
11. Show Vehicle Tracking Control (VTC) to be a minimum of 50-feet in scale on plans.

INTERIM/FINAL CBMP PLANS

12. Provide and identify sediment control logs (SCL) along all paved areas adjacent landscape/pervious areas. This includes landscape islands and all pedestrian walks.
13. Add Debris and Trash Control (DTC) to the plans, show on proposed and existing streets, roadways, parking lots, drive aisles, etc.
14. Show Masonry Work Protection (MWP) on the plans in a minimum of 2 locations.
15. Add Sidewalk Transition Protection (STP) for ADA ramps along the N Pinery Parkway entrance showing SCL and RS placement.

10/27/2022	12/8/2022	11/29/2022	CONSTRUCTION PLANS - CIVIL	Michael Walton	REVISIONS REQUIRED	See Engineering Memo
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Notes:

10/27/2022		11/29/2022	CONSTRUCTION PLANS - TRAFFIC	Alisa Babler		
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Notes:

10/27/2022	11/28/2022	11/29/2022	DOUGLAS COUNTY ASSESSORS OFFICE 20	Marian Woodward	REVISIONS REQUIRED	
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Notes:
11/28/2022 Please be aware of the following comments and concerns:

1. Unable to verify ownership on plat. No ownership is listed in the signature block under the Dedication Statement. Please type owner in signature block on plat.

According to current Assessor records, the current owner is CMCE LLC.

Regards,
Jeremy Hirsch

10/27/2022	12/8/2022	11/29/2022	DRAINAGE REPORT - CIVIL	Michael Walton	REVISIONS REQUIRED	See Engineering Memo
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Notes:



PARKER
COLORADO

Project Reviews Town of Parker



10/27/2022	10/27/2022	11/29/2022	ECONOMIC DEVELOPMENT 20	Weldy Fezell	NO COMMENT	
Notes:						
10/27/2022		11/29/2022	FINAL PLAT 20	Stacey Nerger		
Notes:						
10/27/2022	11/10/2022	11/29/2022	FIRE LIFE SAFETY 20	Randy Capra	REVISIONS REQUIRED	See Notes
Notes: See response named "SUB22-048 Trails at Crowfoot F9 AMD 1 Fueling and Conv Store [1] Fire Life Safety Response Ltr 111022"; address all comments (including providing a response to the letter) when resubmitting.						
10/27/2022	11/29/2022	11/29/2022	IREA 20	Brooks Kaufman	REVISIONS REQUIRED	see markup
Notes: CORE Electric Cooperative will require additional utility easements and encroachment language as shown on the replat comments. In addition address CORE comments on the CD set.						
10/27/2022		11/29/2022	MASTER LANDSCAPE AND STREET TREE PLAN 20	Stacey Nerger		
Notes:						
10/27/2022	12/8/2022	11/29/2022	PLAT - CIVIL	Michael Walton	REVISIONS REQUIRED	See Engineering Memo
Notes:						
10/27/2022	11/29/2022	11/29/2022	PUBLIC SERVICE COMPANY OF COLORADO 20	Donna George	ADVISORY COMMENTS	please see attached
Notes: please see attached; no resubmittals are necessary						
10/27/2022		11/29/2022	SOUTH METRO FIRE 20	South Metro Fire		
Notes:						
10/27/2022		11/29/2022	SUBDIVISION AGREEMENT 20	Stacey Nerger		
Notes:						



PARKER
COLORADO



Project Reviews Town of Parker

Review Group: FP 1ST 20 ADD

10/27/2022	10/31/2022	11/29/2022	PARKER WATER AND SANITATION DISTRICT 20	Drayton Sanderson	ADVISORY COMMENTS	See notes
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Notes:

Approved for replat only. PWSD will comment on Water and Sanitary Sewer Utilites on the Site Plan SP22-119.

Review Group: SUBMITTAL CHECKLIST

10/13/2022	10/27/2022	10/27/2022	COMPLETENESS REVIEW	Stacey Nergler	COMPLETED	
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Notes:

SUBDIVISION AGREEMENT

[File Name]

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, at the conclusion of the warranty period, the Developer does not remedy any defects in the Public Improvements as identified by the Town's Director of Engineering/Public Works, including items included in a punch list, the monies may be used to fix any such identified defects in the Public 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. 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.

26. 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 26. above if no assignment/assumption; use 26. below if assignment/assumption.]

26. 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.

27. 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.

28. 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: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, 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

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