

SHARED PARKING LOT AGREEMENT

THIS SHARED PARKING LOT AGREEMENT (this “Agreement”) is made this Apr 26, 2024, by and between the Town of Parker, Colorado, a home rule municipality (the “Town” or the “Burdened Property Owner”), and Looking Glass Owners Association, Inc., a Colorado nonprofit corporation (the “Benefited Property Owner”).

RECITALS

WHEREAS, the Town is the owner of certain real property located in the Town of Parker, known as Looking Glass Filing 10, Tract D, as more particularly described in **Exhibit A** attached hereto and incorporated herein (the “Burdened Property”).

WHEREAS, the Benefited Property Owner is the owner of certain real property located in the Town of Parker, known as the Looking Glass Filing 10, Tract G, as more particularly described in **Exhibit B** attached hereto and incorporated herein (the “Benefited Property”).

WHEREAS, the Burdened Property provides parking for both the Benefited Property and the Burdened Property, including adjacent Town-owned property.

WHEREAS, the parties desire to share the costs of maintaining the Burdened Property, and to memorialize the parties’ respective responsibilities.

AGREEMENT

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

1. Required Parking Spaces. The Town will provide ninety (90) spaces of Off-Street Parking Spaces for the Benefited Property Owner. Nothing in this Agreement prohibits the sharing of parking spaces on the Burdened Property, so long as the requirements of the Off-Street Parking Ordinance are satisfied for both the Benefited and Burdened Properties.

2. Maintenance Responsibilities for Parking Lot. The Town will perform the routine maintenance including but not limited to, vegetation management, irrigation repair/replacement, lighting repair/replacement, asphalt crack fill, asphalt seal coat, striping, snow removal, sweeping, and graffiti removal. The Benefited Property Owner will be responsible for acquiring and paying for a four-yard commercial dumpster for the trash enclosure for use by the Benefited Property Owner and the Town. The Town and the Benefited Property Owner shall equally share the costs of major maintenance for the Burdened Property, including asphalt repair/replacement, concrete flatwork repair/replacement, and concrete curb and gutter repair/replacement (“Major Maintenance Activities”). The Town will perform all Major Maintenance Activities for the Burdened Property. Upon completion of the Major Maintenance Activities, the Town shall invoice the Benefited Property Owner for fifty percent (50%) of the cost and shall include sufficient

documentation to support the amount provided in the invoice. The Benefitted Property Owner shall pay the Town the amount invoiced within sixty (60) calendar days after receipt of such invoice.

3. Breach - Town's Remedies. In the event of a breach of any of the terms or conditions of this Agreement by the Benefited Property Owner, the Town Manager 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. These remedies include, but are not limited to:

a. The revocation of any certificate of occupancy, temporary or otherwise, for the Benefited Property; or

b. Any other remedy available at law.

4. Waiver of Defects. In executing this Agreement, the parties waive all objections they may have concerning defects, if any, in the formalities related to the execution of this Agreement, or concerning the power of the Town to impose conditions on the Benefited Property Owner, as set forth herein, and concerning the procedure, substance and form of the motions or resolutions approving this Agreement.

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

6. Captions. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, as the case may be.

8. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

9. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Douglas County, Colorado.

10. Attorney Fees. Should this Agreement become the subject of litigation to resolve a claim of default of performance by the Benefited Property Owner and a court of competent jurisdiction determines that the Benefited Property Owner was in default in the performance of the Agreement, the Benefited Property Owner shall pay the Town's attorneys' fees, expenses and court costs.

11. Notices.

(a) Key Notices. “Key Notices” under this Agreement are notices regarding Agreement default, contractual dispute, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail (as set forth in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic mail with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. The requirement for following up a Key Notice made by electronic mail with a hard copy shall be deemed waived by the receiving party upon acknowledgement, via electronic mail, within three business day of transmission of the Key Notice, that the Key Notice has been received. All other communications or notices between the parties that are not Key Notices may be done via electronic mail. Notice shall be given to the parties at the following addresses:

To the Town: Town of Parker
 Attn: Parks, Forestry and Open Space
 20120 E. Mainstreet
 Parker, CO 80138
 parkmaintenance@parkeronline.org

and (send to all): Town of Parker
 Attn: Town Attorney/Legal
 20120 E. Mainstreet
 Parker, CO 80138
 contracts@parkeronline.org

To Benefited
Property Owner: Looking Glass Owners Association, Inc.
 c/o Centennial Consulting Group
 Attn: c/o Gina Washington, Manager
 2619 Canton Ct Ste A,
 Fort Collins, CO 80525
 lookingglass@ccgcolorado.com

All Key Notices to the Town shall include a reference to the Agreement, including the Consultant’s name and the date of the Agreement.

(b) Electronic Mail. The parties agree that: (i) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not

raise the transmission of a notice or communication, except for Key Notices, by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Agreement, the term “electronic mail” means email.


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

13. Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

[Signatures on following pages.]


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

**BENEFITED PROPERTY OWNER:
LOOKING GLASS OWNERS
ASSOCIATION, INC.**

By: 
Don Guerra, President

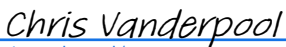
Date: Apr 5, 2024

**BURDENED PROPERTY OWNER:
TOWN OF PARKER, COLORADO**

By: 
Michelle Kivela (Apr 25, 2024 16:38 MDT)
Michelle Kivela, Town Manager

Date: Apr 25, 2024

ATTEST:


Chris Vanderpool (Apr 26, 2024 09:28 MDT)
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:


Kelsey M. Hall (Apr 8, 2024 07:53 MDT)
Town Attorney's Office



EXHIBIT A

Legal Description of Benefited Property

Looking Glass Filing 10, Tract G

EXHIBIT B

Legal Description of Burdened Property

Looking Glass Filing 10, Tract D











Looking Glass Filing No. 10_ Shared Parking Lot Agmt


Final Audit Report

2024-04-26

Created:	2024-04-04
By:	Sharon Colburn (scolburn@parkerco.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_DTWcxIEpdbY7P0xSu3w6HN4-jepJ3PQ

"Looking Glass Filing No. 10_ Shared Parking Lot Agmt" History

-  Document created by Sharon Colburn (scolburn@parkerco.gov)
2024-04-04 - 5:08:49 PM GMT
-  Document emailed to Don Guerra (don.guerra@landassetstrategies.com) for signature
2024-04-04 - 5:12:52 PM GMT
-  Email viewed by Don Guerra (don.guerra@landassetstrategies.com)
2024-04-04 - 5:42:05 PM GMT
-  Document e-signed by Don Guerra (don.guerra@landassetstrategies.com)
Signature Date: 2024-04-05 - 5:17:57 PM GMT - Time Source: server
-  Document emailed to contracts@parkerco.gov for signature
2024-04-05 - 5:17:59 PM GMT
-  Email viewed by contracts@parkerco.gov
2024-04-05 - 5:18:06 PM GMT
-  Signer contracts@parkerco.gov entered name at signing as Kelsey M. Hall
2024-04-08 - 1:53:05 PM GMT
-  Document e-signed by Kelsey M. Hall (contracts@parkerco.gov)
Signature Date: 2024-04-08 - 1:53:07 PM GMT - Time Source: server
-  Document emailed to mkivela@parkerco.gov for signature
2024-04-08 - 1:53:09 PM GMT
-  Email viewed by mkivela@parkerco.gov
2024-04-08 - 1:53:19 PM GMT

 Email viewed by mkivela@parkerco.gov

2024-04-25 - 2:07:00 AM GMT

 Signer mkivela@parkerco.gov entered name at signing as Michelle Kivela


2024-04-25 - 10:38:38 PM GMT

 Document e-signed by Michelle Kivela (mkivela@parkerco.gov)

Signature Date: 2024-04-25 - 10:38:40 PM GMT - Time Source: server

 Document emailed to clerk@parkerco.gov for signature

2024-04-25 - 10:38:42 PM GMT

 Email viewed by clerk@parkerco.gov

2024-04-25 - 10:38:49 PM GMT

 Signer clerk@parkerco.gov entered name at signing as Chris Vanderpool

2024-04-26 - 3:28:11 PM GMT

 Document e-signed by Chris Vanderpool (clerk@parkerco.gov)

Signature Date: 2024-04-26 - 3:28:13 PM GMT - Time Source: server

 Agreement completed.

2024-04-26 - 3:28:13 PM GMT