

**Exhibit C to Town of Parker Land Use Application**

Letter of Authorization from Property Owner

[Date 03/16/2023 ]

Community Development Department  
Town of Parker  
20120 East Mainstreet  
Parker, CO 80138

Regarding: Property Owner Letter of Authorization  
[Name of Project: Douglas 234 Filing No. 6, Amendment 2.

I, (*Name of Property Owner*), hereby certify that I am the legal owner of record of the land described in the attached Legal Description (See Exhibit A to this Land Use Application), and do hereby authorize (*Name of Applicant/Applicant's Representative*) to process this land use application on behalf of the subject property.

I understand that in the review of this project, by providing this authorization, I will allow Town of Parker Staff to enter the subject property for purposes of evaluating this land use request, as the specifics of this application may require.

I also understand that as part of the review of this project, the Town may find it necessary to outsource certain aspects of the review. Although there is a Charge Back Agreement submitted by the applicant for payment of those outsourced review fees which specifies that the applicant shall pay such fees, ultimately, it is the subject property, itself, which encumbers the ultimate responsibility for repayment of those fees in the event of default of payment by the applicant. Should this occur, I understand that the Town has, as part of its remedies under the Charge Back Agreement and Land Use Application, the imposition of liens against the property, should such become necessary.

Signature of Property Owner



Print Name: Andy Trietley  
Address: 8678 Concord Center Dr.  
Englewood, CO, 80112  
Phone Number: 720-413-3948

STATE OF COLORADO )  
  )ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of March, 2023  
by Andy Trietley, as property owner of Douglas 234 Filing No. 6, Amendment 2  
My commission expires: 11.13.2024

(SEAL)

ALANA WESTER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20204039896  
MY COMMISSION EXPIRES NOVEMBER 13, 2024

Notary Public 

## Exhibit D to Town of Parker Land Use Application

Disclosure Letter

[Date 03/16/2023 ]

Community Development Department  
Town of Parker  
20120 East Mainstreet  
Parker, CO 80138

Regarding: Disclosure Letter of Known Hazards on Site  
[Name of Project: Douglas 234 Filing No. 6, Amendment 2.

As applicant for the above referenced project, we understand that Town staff and its consultants may need to visit the subject property for the purpose of observation, assessment, measurement or analysis of the property related to the land development request we have submitted. Consistent with the Town's Risk Management policies, the purpose of this disclosure letter is to advise the Town of any know Geologic, Biologic, or Physical Hazards on site, or of vicious animals present on site.

*(Choose the applicable paragraph from the next two paragraphs)*

We are therefore advising the Town of the following known hazards (list in bullet point form below)

We are therefore advising the Town that to the best of our knowledge and understanding regarding the subject property, there are no known hazards on site for which Town staff would need to take precautions before entering the property.

Should you have any questions or require clarification of the above referenced information, you may contact us using the information below.



Signature of Applicant

*Print Name/Title:* Andy Trietley, Manager

*Company:* VR Sliceroo LLC

*Address:* 8678 Concord Center Dr.  
Englewood, CO, 80112

*Phone Number:* 720-413-3948



20120 E. Mainstreet, Parker, CO 80138 303.841.2332 (Phone) 303.841.3223 (Fax) <http://www.parkeronline.org>

**Instructions:**

1. All applications must be typed or printed. Illegible applications may be rejected at the discretion of the Town.
2. All applicable sections must be completed and signed by ALL parties of interest on page 2. Unsigned applications *WILL NOT* be processed.
3. All requisite Exhibit Attachments must be included if the application is to be deemed complete.

**Type of Application (check all that apply):**

<input type="checkbox"/> Amendment to Comprehensive Plan	<input type="checkbox"/> Vacation of Lot Line or Easement	<input type="checkbox"/> Final Plat
<input type="checkbox"/> Annexation & Rezoning	<input type="checkbox"/> Use by Special Review	<input type="checkbox"/> Minor Development Plat
<input type="checkbox"/> Rezoning or PD Amendment	<input type="checkbox"/> Variance	<input checked="" type="checkbox"/> Re-Plat
<input type="checkbox"/> Sketch Plan	<input type="checkbox"/> Site Plan	<input type="checkbox"/> Condo Plat
<input type="checkbox"/> Preliminary Plan	<input type="checkbox"/> Site Plan Amendment	<input type="checkbox"/> Amendment to SIA or Recorded Plat
		Other: _____

PROPERTY

**Address or General Location:**

Parcel Number(s) if known 2233-294-20-008, 2233-294-20-009, and 2233-294-20-014

Brief project description: Re-plat of lot lines for lots 8, 9 and 10A and plans for lot improvements.

**Property Owner of Record:**

**Applicant (if different from Property Owner):**

Name:	Andy Trietley	Name:	Troy Bales
Company:	VR Sliceroo LLC	Company:	RICK Engineering Company
Address:	8678 Concord Center Dr. Englewood, CO, 80112	Address:	8678 Concord Center Dr. Englewood, CO, 80112
Phone:	720-413-3948 Fax:	Phone:	303-537-8025 Fax:
Email:	atrietley@ventanacap.com	Email:	tbales@rickengineering.com

**Project Representative or Consultant:**

**Other/Additional**

Name:	Troy Bales	Name:	
Company:	RICK Engineering Company	Company:	
Address:	8678 Concord Center Dr. Englewood, CO, 80112	Address:	
Phone:	303-537-8025 Fax:	Phone:	Fax:
Email:	tbales@rickengineering.com	Email:	

*Note: All correspondence is sent to the project representative. If the project representative is the owner, or applicant, write in "same as owner" or "same as applicant" in the above section.*

Project Role

**Signatures Required on Page 2**

ACCEPTANCE OF TERMS

**By signing below, each party are indicating that they understand and agree to the following terms:**

1. Authorized personnel from the Town of Parker, and its consultants, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application.
2. The Property Owner of Record acknowledges and agrees that the Town of Parker may file liens against the subject property for any unpaid financial obligation owed to the Town related to reviewing and processing the application.
3. There are no known geologic, physical or biologic hazards, or vicious animals present on the subject property except as indicated in the attached Exhibit D.
4. All requirements for submission of this application for reviewing and processing by Town of Parker Community Development Department made in accordance with the Town's Land Development Code, and any and all applicable Town of Parker Ordinances and Resolutions.
5. All requisite fees have been paid to the Town of Parker.
6. All information contained in this application, the attached Exhibits, and other materials submitted in connection with this application are true and accurate to the best knowledge of the Applicant, Land Owner of Record and Project Representative. It is clearly understood and agreed to that false or untruthful information may be grounds for the Town to stop processing this application or withdrawing any approval granted based upon such false or untruthful information.
7. The Town of Parker is under no obligation to approve the request contained in the application. No promises of approval are conveyed with the acceptance of this application.
8. By submitting this development application, you acknowledge that all materials submitted to the Town for review are subject to inspection via public records requests, as governed by the Colorado Open Records Act. Additionally, you acknowledge the application package will be made available for public review via the Town's webpage. Protection of any copyrighted materials is solely the responsibility if the applicant.
9. The schedule of Exhibit attachments, as described below, accompanies this application:
  - Exhibit A: Legal Description of Property.
  - Exhibit B: Title Policy, current to within thirty (30) days of the date of signatures below.
  - Exhibit C: Letter of Authorization from the Property Owner of Record, allowing Applicant and Project Representative to act on their behalf, and accepting ultimate financial obligation for expenses incurred by the Town of Parker as a result of the evaluation of this request.
  - Exhibit D: Disclosure of any Geologic, Physical or Biologic Hazard present on site, or any vicious animals in residence on property.
  - Exhibit E: Vicinity Map of Project Site.

SIGNATURES

**Property Owner of Record:**

**Print Name:** Andy Trietley, VR Sliceroo LLC

**Signature:** 

**Date:**

3/17/2023

**Applicant, if different from Property Owner**

**Print Name:** Troy Bales, Rick Engineering Company

**Signature:** 

**Date:**

3/17/2023

**Project Representative or Consultant**

**Print Name:** Troy Bales, Rick Engineering Company

**Signature:** 

**Date:**

3/17/2023

**Additional**

**Print Name:**

**Signature:**

**Date:**

## CHARGE BACK AGREEMENT

THIS CHARGE BACK AGREEMENT is made and entered into this 16 day of March 2023, by and between the TOWN OF PARKER, a Colorado home rule municipality (the "Town"), and VR Sliceroo LLC (the "Owner").

WHEREAS, Section 13.01.080 of the Town of Parker Municipal Code requires that the Town be reimbursed for the cost of the time spent for engineering, planning, surveying, inspection, hydrological and legal services in reviewing development proposals and construction, plus fifteen percent (15%) for administrative costs (hereafter "Consultants' Time");

WHEREAS, this obligation to reimburse the Town for Consultants' Time exists regardless of whether the project is approved, completed, and/or regardless of whether the Owner chooses to complete the Town's land review process as a whole; and

WHEREAS, this Agreement memorializes the obligation by the Owner to the Town to reimburse the Town for all Consultants' Time as set forth in Section 13.01.080(c) of the Parker Municipal Code for the project described under TRAKiT# \_\_\_\_\_.

NOW, THEREFORE, in consideration of the recitals and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Owner agree as follows:

1. Reimbursement. Owner agrees to reimburse the Town, regardless of completion of the Owner's project, regardless of approval of the Owner's project, and/or regardless of whether the Town's land review process as a whole is completed, for all Consultants' Time, as set forth in Section 13.01.080(c) of the Town of Parker Municipal Code, for all such costs incurred by the Town which are incurred as a result of, or which are otherwise related to, Owner's land use submission and its subsequent review.

2. Remedies. In the event Owner fails to reimburse the Town for all Consultants' Time as set forth in Section 13.01.080(c), the Town shall have the following remedies:

(a) The Town may impose the remedies provided by Section 13.01.80(c), as required, including the following:

i. The termination of the review process, including any and all inspections, if payment is not made in full within thirty (30) days of the issuance of the statement indicating the actual cost of Consultants' Time;

ii. The application being deemed withdrawn if the statement is not paid in full within thirty (30) days of the date of the issuance of the statement indicating the actual cost of Consultants' Time;

iii. The imposition of interest on the amount due and outstanding at the rate of one and one-half of one percent (1.5%) per month from the date when due.

iv. The initiation of an enforcement action for nonpayment of Consultants' Time to collect unpaid fees.

v. Certify that delinquent amounts, including interest to the Douglas County Treasurer, to be collected and paid over by the Douglas County Treasurer in the same manner as taxes, as provided by C.R.S. § 31-20-105.

(b) The Town may also impose any or all of the following remedies, at its sole discretion:

i. The filing of a lien on the property which is or was the subject of the proposed development upon which the Town has not been reimbursed for Consultants' Time; and/or

ii. The refusal to issue a building permit for any portion of the proposed development upon which the Town has not been reimbursed; and/or

iii. The refusal to issue a certificate of occupancy for any portion of the proposed development upon which the Town has not been reimbursed; and/or

iv. The refusal to accept any further land use applications from any Owner which has failed to reimburse the Town for Consultants' Time for any project.

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

4. Severability. If any provision of this Agreement is invalid, illegal or unenforceable, such provision shall be severable from the rest of this Agreement, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

5. Governing Law. This Agreement shall be governed by and construed in all respects according to the laws of the State at Colorado.

6. Headings. Headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

7. Modifications. No amendments to or modifications of this Agreement shall be made or be deemed to have been made, unless such amendments or modifications are made in writing and executed by the party to be bound thereby.

8. Signatures. The parties agree that the electronic or facsimile signature of the Town is the same as a handwritten signature for the purpose of validity, enforceability and admissibility.

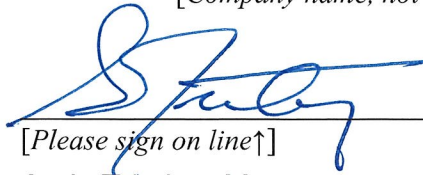
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**TOWN OF PARKER, COLORADO**



Community Development Director

**OWNER:** VR Sliceroo LLC  
[Company name, not signer's name↑]



[Please sign on line↑]

**Andy Trietley, Manager**

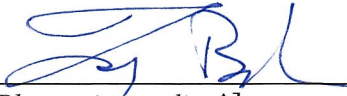
[Signer's name and title↑]

Company: VR Sliceroo LLC

Address: 8678 Concord Center Dr.  
Englewood, CO, 80112

Phone No.: 720-413-3948

**Witnessed by:**



[Please sign on line↑]

TROY BALES ASSOCIATE

[Signer's name and title↑] RUK ENGINEERING CO.