

SUBDIVISION AGREEMENT
Parker Pointe Subdivision Filing No. 1

THIS AGREEMENT is made this _____ day of _____, 20___, by and between the Town of Parker, a Colorado home rule municipality (the “Town”), and Parker and Stroh, LLC, a Colorado limited liability company (the “Developer”).

RECITALS:

A. The Developer is the owner of certain real property located in the Town of Parker known as Parker Pointe Subdivision Filing No. 1, 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 August 20, 2018, which was recorded at Reception No. 2018054189, of the Douglas County real estate records. The requirements of the Annexation Agreement are in addition to the requirements of this Agreement and are not intended to supersede any requirements contained herein.

3. Fees. The following fees shall be paid to the Town by the Developer.

a. The Developer hereby agrees to pay the Town the actual cost to the Town for plan review, engineering review, hydrological and surveying review, prior to and during the development process, and for construction observation, inspection and materials testing during the construction process for public improvements, and for construction observation, inspection and materials testing and electronic deliverable review during the warranty period for public

improvements, and for legal services (the “actual costs”) rendered in connection with the review of the subdivision of the Property, including related administrative fees not to exceed one hundred fifteen percent (115%) of the actual costs. In addition, the Developer shall reimburse the Town for the costs of making corrections or additions to the master copy of the official Town map and for the fee for recording the final plat and accompanying documents with the Douglas County Clerk and Recorder.

b. The Developer shall pay the impact fees, as established by Town ordinances, in effect at the time this Agreement is executed. The Developer shall pay the foregoing impact fees in effect at the time specified by such ordinances.

c. The Developer acknowledges and agrees that the Town, pursuant to this Agreement, shall be granted construction easement(s) that are reasonably sufficient to complete the public improvements.

4. Specific Conditions. The Developer hereby agrees that:

a. Any approval obtained from the Town of Parker does not obviate the Developer’s need to comply with the requirements of Sections 7 and 9 of the Endangered Species Act of 1973, 16 U.S.C. 1531, *et seq.*, as amended, or with any other applicable federal, state or local laws and regulations.

b. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities as described in the landscape plans approved by the Town for the Property (the “Streetscape Improvements”). If installation of Streetscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the “Streetscape Security”) of the materials cost as described in **Exhibit E**, attached hereto and incorporated herein, and will complete the Streetscape Improvements according to the landscape plans as provided by Section 13.07.150(c)(2) of the Town’s Land Development Ordinance. The Town may reduce the Streetscape Security, in the exercise of its sole discretion, as the Streetscape Improvements are completed and accepted by the Town for final acceptance, subject to Section 13.07.150(c) of the Town’s Land Development Ordinance for the Streetscape Improvements.

c. Prior to the recordation of the plat for the subject property, the Developer shall pay to the Town Forty-Two Thousand One Hundred Forty and 00/100 Dollars (\$42,140), which payment is a contribution toward the future construction of the Kinney Creek Trail adjacent to the Property.

d. Prior to the recordation of the plat for the subject property, the Developer shall pay to the Town Twenty-One Thousand One Hundred Forty-Two and 50/100 Dollars (\$21,142.50), which payment is compensation for the Town’s dedication of an offsite sanitary sewer easement on Town property to benefit this Property.

e. Prior to the recordation of the plat for the subject property, the Developer shall pay to the developer of the Stroh Crossing property One Hundred Twenty-Seven Thousand

and 96/100 Dollars (\$127,000.96), which is reimbursement for the construction of the northbound deceleration lane on Parker Road adjacent to the Property.

f. Prior to the issuance of a grading permit for the Property, the Colorado Department of Transportation (“CDOT”) shall have issued an access permit for the right-in, right-out access to and from Parker Road proposed for the Property.

g. Prior to the issuance of a certificate of occupancy, temporary or otherwise, the Developer shall construct the extension of the northbound right turn/deceleration lane on Parker Road south of the proposed right-in, right-out access point for the Property, as approved by CDOT.

h. Prior to the issuance of a grading permit for the Property, the Developer shall obtain all necessary construction permits from Douglas County for all offsite improvements located within unincorporated Douglas County.

i. The Developer agrees that should the lots adjacent to Parker Road developer with the uses anticipated at this time, the building locations, access points and screening techniques will comply with **Exhibit F**, attached hereto and incorporated herein.

j. Prior to the issuance of a grading permit for the Property, the Developer shall obtain all necessary approvals from the United States Department of Fish and Wildlife regarding the subdivision’s impact to the adjacent Riparian Conservation Zone.

5. Title Commitment. A title commitment for the Property shall be provided to the Town. The title commitment shall show that all property to be dedicated to the Town is or shall be, subsequent to the execution and recording of the final plat, free and clear of all liens and encumbrances (other than real estate taxes which are not yet due and payable), which would make the dedications unacceptable as the Town, in its sole discretion, determines.

6. Breach by the Developer; the Town’s Remedies. In the event of a breach of any of the terms and conditions of this Agreement by the Developer, the Town Council shall be notified immediately and the Town may take such action, as permitted and/or authorized by law, this Agreement or the ordinances and Charter of the Town, as the Town deems necessary to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship and undue risk. The remedies include, but are not limited to:

a. The refusal to issue any building permit or certificate of occupancy;

b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;

c. A demand that the security given for the completion of the public improvements be paid or honored; or

d. Any other remedy available at law.

Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to security given for the completion of the public improvements, the Town shall provide the Developer thirty (30) days' written notice of its intent to take any action under this paragraph, during which thirty-day period the Developer may cure the breach described in the notice and prevent further action by the Town.

7. Public Improvements and Warranty. All drainage structures, paved streets, including sidewalk, curb, gutter and slope easements, and necessary appurtenances, as shown on the final plat, landscape plans and the associated construction documents (the "Public Improvements"), as approved by the Director of Engineering/Public Works of the Town, shall be installed and completed at the expense of the Developer and dedicated and/or conveyed to the Town. The Public Improvements required by this Agreement and shown on the final plat, as well as associated construction documents approved by the Director of Engineering/Public Works of the Town and the costs of these Public Improvements, are set forth on **Exhibit C**, attached hereto and incorporated herein. All Public Improvements covered by this Agreement shall be made in accordance with the final plat and associated construction documents drawn according to regulations and construction standards for such improvements and approved by the Director of Engineering/Public Works of the Town.

The Developer shall warrant any and all Public Improvements, which are conveyed to the Town, pursuant to this Agreement, for a period of two (2) years from the date the Town's Director of Engineering/Public Works grants probationary acceptance of the Public Improvements, as approved by the Town. The warranty period shall extend to the date final acceptance is granted in writing by the Town's Director of Engineering/Public Works. The Developer shall be responsible for scheduling the necessary inspections for probationary and final acceptance. Specifically, but not by way of limitation, the Developer shall warrant the following:

- a. That the title conveyed shall be marketable and its transfer rightful;
- b. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- c. Any and all facilities so conveyed shall be in conformity with the Town's specifications and shall be free of defects in materials or workmanship for a period of two (2) years, as stated above, including, but not limited to, cracks, breakage, settling, or other deterioration of the Public Improvements, no matter the cause, for a period of two (2) years, as stated above.

The Town will accept for maintenance all Public Improvements after the warranty period has expired, provided all warranty work has been completed. The Town shall accept for snow removal purposes only all dedicated public streets after probationary acceptance has been granted in writing by the Director of Engineering/Public Works. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications, prior to final acceptance.

Notwithstanding anything to the contrary contained in this Agreement, the Town will not accept for ownership, maintenance or operation any private improvements that are described as

Public Improvements in this Agreement, that include, but are not limited to, private streets, private parks, private open space, drainage facilities, landscaping and medians that will be privately maintained, as described on the final plat and/or subject to a license agreement as provided by paragraph 14 of this Agreement.

8. Observation. The Town shall have the right to make reasonable engineering observations at the Developer's expense, as the Town may request. Observation, acquiescence in, or approval by any engineering inspector of the construction of physical facilities at any particular time shall not constitute the approval by the Town of any portion of the construction of such Public Improvements. Such approval shall be made by the Town only after completion of construction and in the manner hereinafter set forth.

9. Completion of Public Improvements. The obligations of the Developer provided for in Paragraph 7 of this Agreement, including the inspections hereof, shall be performed on or before April 1, 2021, and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Developer of such Public Improvements, the Town's Director of Engineering/Public Works or his designee shall inspect the improvements and certify with specificity their conformity or lack thereof to the Town's specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications. Once approved by the Town's Director of Engineering/Public Works, the Town shall accept said improvements upon conveyance, pursuant to Paragraph 11; provided, however, the Town shall not be obligated to accept the Public Improvements until the actual costs described in paragraphs 3.a. and b. of this Agreement are paid in full by the Developer.

10. Related Costs – Public Improvements. The Developer shall provide all necessary engineering designs, surveys, field surveys and incidental services related to the construction of the Public Improvements, at its sole cost and expense, including reproducible "as built" drawings certified accurate by a professional engineer registered in the State of Colorado.

11. Improvements to be the Property of the Town. All Public Improvements for roads, concrete curbs and gutters, storm sewers, and drainage improvements accepted by the Town shall be dedicated to the Town and warranted for a period of two (2) years following probationary acceptance by the Town, as provided above.

12. Performance Guarantee. In order to secure the construction and installation of the Public Improvements, the Developer shall, prior to recording the final plat in the real estate records of Douglas County, which recording shall occur no later than ninety (90) days after the execution of this Agreement, furnish the Town, at the Developer's expense, with the performance guarantee described herein. The performance guarantee provided by the Developer shall be an irrevocable letter of credit in which the Town is designated as beneficiary in an amount equal to one hundred ten percent (110%) of the estimated costs of the Public Improvements to be constructed and installed, as set forth in Exhibit C, to secure the performance and completion of the Public Improvements. The Developer agrees that approval of the final plat by the Town is contingent upon the Developer's provision of an irrevocable letter of credit to the Town within ninety (90) days of the execution of this Agreement, in the amount and form provided herein. Failure of the Developer to provide an irrevocable letter of credit to the Town, in the manner provided herein,

shall negate the Town's approval of the final plat. Letters of credit shall be substantially in the form and content set forth in **Exhibit D**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The Developer shall not start the construction of any public or private improvement on the Property, including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received and approved the irrevocable letter of credit.

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town's Director of Engineering/Public Works, as set forth in Exhibit C. If, however, they are unable to agree, the Director of Engineering/Public Works' estimate shall govern after giving consideration to information provided by the Developer, including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of security. No representations are made as to the accuracy of these estimates and the Developer agrees to pay the actual costs of all such Public Improvements.

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimates on an annual basis. Adjusted cost estimates will be made according to changes in the Construction Costs Index, as published by the Engineering News Record. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with a new or amended letter of credit in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with a new or amended letter of credit, the Town may exercise the remedies provided for in Paragraph 6 of this Agreement; provided, however, that prior to increasing the amount of additional security required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of security required at any time shall relate to the cost of required Public Improvements not yet constructed.

In the event the Public Improvements are not constructed or completed within the period of time specified by Paragraph 9 of this Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the letter of credit to complete the Public Improvements called for in this Agreement. In the event the letter of credit is to expire within fourteen (14) calendar days and the Developer has not yet provided a satisfactory replacement, the Town may draw on the letter of credit and either hold such funds as security for performance of this Agreement or spend such funds to finish the Public Improvements or correct problems with the Public Improvements, as the Town deems appropriate.

Upon completion of performance of such improvements, conditions and requirements within the required time and the approval of the Town's Director of Engineering/Public Works, the Developer shall issue an irrevocable letter of credit to the Town in the amount of twenty percent (20%) of the total cost of construction and installation of the Public Improvements, to be held by the Town during the two-year warranty period. If the Public Improvements are not completed within the required time, the monies may be used to complete the improvements.

13. Nuisance Conditions. The Developer agrees to prevent the existence of any nuisances by way of its construction activities, as nuisances are defined by Title 6 of the Parker Municipal Code, and as referenced in Title 11 of the Parker Municipal Code. In the event the

authorized inspector/designated Town authority determines that a nuisance exists, the Developer shall be subject to the provisions set forth in Parker Municipal Code Sections 11.12.040 and 11.12.050, regarding the abatement of nuisances and the cost assessed for the abatement thereof.

In addition to the provisions above, if the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the Town, the Town may, upon thirty (30) days' notice under this Agreement, exercise the right to draw upon the performance guarantee specified in Paragraph 12 of this Agreement. The Town may draw on the performance guarantee in order to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Parker Municipal Code. The Town may exercise this right in addition to, or in lieu of, the withholding of permits and/or the withholding of certificates of occupancy. The right to draw on the performance guarantee shall be subject to the sole discretion of the Town, provided the Developer has received thirty (30) days' notice, as provided herein.

The Town Planning Department and the Department of Engineering/Public Works shall be authorized to cease processing any land use or permit applications submitted by the same developer for the property that is contained within the same Planned Unit Development, until the nuisance is abated. This shall include, but not be limited to, acceptance of applications, sending referrals, scheduling meetings or hearings, or conducting reviews of projects.

14. Association. An association shall be created by the Developer under the laws of the State of Colorado or the Property shall be included in an existing association, if possible. The association must be lawfully established in accordance with the requirements of the Parker Municipal Code, concerning Associations, before any properties within the development are sold to third parties. The articles of incorporation shall be reviewed by the Town Attorney to ensure that they have met the Town's requirements and the articles provide that the association will maintain the private improvements, including, but not limited to, private streets, private parks, private open space, drainage facilities, landscaping and medians, common areas and facilities, recreation areas and facilities, stormwater management areas and facilities, walkways and other facilities, as identified on the final plat and/or subject to a license agreement(s) entered into between the Developer and the Town, contemporaneously with this Agreement or prior to final acceptance of the Public Improvements, and to assume all responsibilities therefor as shown on the final plat and/or described in the license agreement(s), including sufficient funding to meet these responsibilities.

15. Indemnification. The Developer shall indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of the Developer, or of any other person or entity for whose act or omission the Developer is liable, with respect to construction of the Public Improvements; and the Developer shall pay any and all judgments rendered against the Town as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim.

The Developer shall pay all property taxes on the Property dedicated to the Town, and shall indemnify and hold harmless the Town for any property tax liability.

The Developer shall require that all contractors and other employees engaged in construction of Public Improvements shall maintain adequate workers' compensation insurance and public liability coverage and shall faithfully comply with the provisions of the Federal Occupational Safety and Health Act.

16. Waiver of Defects. In executing this Agreement the Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on the Developer, as set forth herein, and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement.

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

18. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Parker Municipal Code and the laws of the State of Colorado.

19. 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.

20. 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.

21. 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.

22. 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.

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

24. Notice. All notice required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address, as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

Notice to the Town: Town of Parker
Attn: Director of Engineering/Public Works
20120 E. Mainstreet
Parker, Colorado 80138

With copy to: Town of Parker
Attn: Town Attorney
20120 E. Mainstreet
Parker, Colorado 80138

Notice to Developer: Parker and Stroh, LLC
Attn: Guy Carteng
975 Lincoln Street, Suite 204
Denver, Colorado 80203

25. Force Majeure. Whenever the Developer is required to complete the construction, repair or replacement of Public Improvements by an agreed deadline, the Developer shall be entitled to an extension of time equal to a delay in completing the foregoing, due to unforeseeable causes beyond the control and without the fault or negligence of the Developer, including, but not limited to, acts of God, weather, fires and strikes.

26. Approvals. Whenever approval or acceptance of the Town is necessary, pursuant to any provision of this Agreement, the Town shall act reasonably and in a timely manner in responding to such request for approval or acceptance.

27. Assignment or Assignments. There shall be no partial transfer or assignment of any of the rights or obligations of the Developer under this Agreement. There shall be no assignment of this Agreement without the prior written approval of the Town, which the Town may grant or withhold in its sole discretion. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the proposed transfer or assignment of this Agreement.

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

29. Title and Authority. The Developer expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this Subdivision Agreement. The Developer and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

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

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

DEVELOPER: PARKER AND STROH, LLC

By: _____
Guy Carteng, Manager

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, Guy Carteng, as Manager of Parker and Stroh, LLC.

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	Concept Layout

Exhibit A
Legal Description

A TRACT OF LAND LOCATED IN SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M., DOUGLAS COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE RUNNING WEST, 486 FEET; THENCE SOUTH 2°20' WEST, 1330 FEET; THENCE SOUTH 78°30' EAST, 535 FEET; THENCE NORTH, 1444 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PORTION THEREOF LYING WITHIN EAST STROH ROAD AND EXCEPT THAT PORTION THEREOF TAKEN BY THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO BY RULE AND ORDER, CASE NO. 90CV484 RECORDED MAY 11, 1993 IN BOOK 1124 AT PAGE 853, COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL CONTAINS (638,911 SQUARE FEET) 14.6674 ACRES MORE OR LESS

Exhibit B

PARKER POINTE SUBDIVISION FILING NO. 1

A PART OF THE NE 1/4 OF SECTION 3, T.7S., R.66W., OF THE 6TH P.M. TOWN OF PARKER, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
15 LOTS
14.6674 ACRES

SHEET 1 OF 3

LEGAL DESCRIPTION

A PART OF A TRACT OF LAND SITUATED IN THE NE 1/4 OF SECTION 3, T.7S., R.66W., OF THE 6TH P.M. TOWN OF PARKER, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SAID SECTION 3,
THENCE S00°16'55"W ALONG THE EAST LINE OF SAID NE 1/4 OF SECTION 3, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH R.O.W. LINE OF STROH ROAD AND THE POINT OF BEGINNING;
THENCE S00°16'55"W ALONG SAID EAST LINE, A DISTANCE OF 1414.00 FEET;
THENCE N78°36'38"W A DISTANCE OF 498.87 FEET TO A POINT ON THE EASTERLY R.O.W. LINE OF SOUTH PARKER ROAD (STATE HIGHWAY 83);
THENCE N01°30'59"E ALONG SAID EASTERLY R.O.W. LINE, A DISTANCE OF 1317.76 FEET TO THE INTERSECTION OF THE EASTERLY R.O.W. LINE OF SOUTH PARKER ROAD AND THE SOUTH R.O.W. LINE OF STROH ROAD;
THENCE N89°52'29"E ALONG SAID SOUTH R.O.W. LINE, A DISTANCE OF 453.15 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS (638.911 SQUARE FEET) 14.6674 ACRES, MORE OR LESS

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 PARKER POINTE SUBDIVISION FILING NO. 1. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED. THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED, AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE AS AMENDED, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). ALL PUBLIC STREETS AND RIGHTS-OF-WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES. DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN, THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SITE DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON. WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S).

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. §1 531, ET SEQ., AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

OWNER

PARKER & STROH, L.L.C. A COLORADO LIMITED LIABILITY COMPANY

GUY CARTENG DATE

NOTARY

STATE OF _____)
COUNTY OF _____) SS

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 20____ BY _____

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES

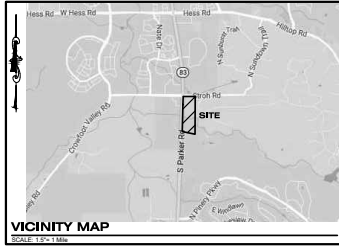
GENERAL NOTES

- THIS SURVEY WAS BASED ON TITLE COMMITMENT NUMBER 316520EW PREPARED BY COLORADO ESCROW AND TITLE SERVICES, LLC AS AGENT FOR WESTCOT LAND TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF JANUARY 24, 2020 AT 7:30 A.M., AND DOES NOT CONSTITUTE A TITLE SEARCH BY THIS SURVEYOR FOR OTHER EASEMENTS AND/OR EXCEPTIONS OF RECORD.
- BY GRAPHIC PLOTTING ONLY THE SUBJECT PROPERTY IS SITUATED IN FLOOD ZONE "X" AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN AND ZONE "A" AREA SPHA - AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD (NO BASE FLOOD ELEVATION DETERMINED, ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 08050C0182F EFFECTIVE DATE OF SEPTEMBER 30, 2005. NO OFFICE CALCULATIONS OR FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS INFORMATION.
- BEARINGS ARE BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN ASSUMED TO BEAR 887°50'20" AND BOUNDED BY A 3-1/4" ALUMINUM CAP, L.S. NO. 22561 FOUND IN A RANGE BOX AT THE NE CORNER OF SAID SECTION 3 AND A 3-1/4" ALUMINUM CAP, L.S. NO. 29751 FOUND IN A RANGE BOX AT THE N1/4 CORNER OF SAID SECTION 3.
- ALL UNITS ARE U.S. SURVEY FEET.
- ACCESS EASEMENT ARE HEREBY GRANTED OVER ALL PRIVATE ENTRANCES AND INTERNAL ROADWAYS WITHIN THE DEVELOPMENT FOR THE BENEFIT OF ALL CURRENT AND FUTURE OWNERS OF THESE PROPERTIES FOR INGRESS, EGRESS AND THROUGH TRAFFIC CIRCULATION. SHOULD PROPERTIES BE FURTHER SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS SHALL HAVE THE RIGHT TO USE ALL SUCH ENTRANCES AND ROADWAYS FOR PUBLIC ACCESS PURPOSES.
- WITHIN THE SIGHT TRIANGLES, AS SHOWN, LIMITED LANDSCAPING SHALL BE ALLOWED BUT NO SOLID STRUCTURES OR TREES WILL BE PERMITTED. SOLID STRUCTURES SHALL INCLUDE, BUT NOT BE LIMITED TO, FENCES, MAILBOXES, AND UTILITY BOXES. LANDSCAPING WITHIN THE SIGHT TRIANGLES WILL BE LIMITED TO SHRUBS AND PLANTINGS THAT AT MATURITY WILL BE NO TALLER THAN TWO FEET. LANDSCAPING WITHIN THE SIGHT TRIANGLE SHALL BE MAINTAINED BY THE PROPERTY OWNER OR APPROPRIATE ASSOCIATION.
- NO CERTIFICATE(S) OF OCCUPANCY, TEMPORARY OR OTHERWISE, WILL BE ISSUED UNTIL ALL PUBLIC IMPROVEMENTS AND NECESSARY ON-SITE IMPROVEMENTS ARE COMPLETED AND PROBABLY ACCEPTED IN WRITING BY THE TOWN.
- NO CERTIFICATE(S) OF OCCUPANCY, TEMPORARY OR OTHERWISE, WILL BE ISSUED UNTIL ALL LANDSCAPING IS INSTALLED AND APPROVED IN WRITING BY THE TOWN OR AS OTHERWISE ALLOWED IN THE LAND DEVELOPMENT ORDINANCE.
- PRIVATE ACCESS DRIVE/ROADWAYS MUST BE CONSTRUCTED PRIOR TO THE ISSUANCE OF ANY CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE, FOR ANY DEVELOPMENT ON PROPERTY DESCRIBED HEREIN.
- THIS PLAT IS SUBJECT TO A PERPETUAL, NONEXCLUSIVE CROSS-PARKING EASEMENT FOR THE BENEFIT OF ALL LOTS DESCRIBED HEREIN FOR THE SHARED USE OF ALL PARKING SPACES SITUATED ON THE PROPERTY DESCRIBED HEREIN. THE OWNER OF EACH LOT SHALL KEEP AND MAINTAIN THE PARKING SPACES CONTAINED WITHIN THEIR RESPECTIVE LOT IN A COMMERCIALLY REASONABLE CONDITION AND STATE OF REPAIR.
- A MULTI-USE UTILITY EASEMENTS IS HEREBY DEDICATED AS SHOWN FOR THE USE OF ALL UTILITIES. THE TOWN OF PARKER IS GRANTED ACCESS OVER AND ACROSS THE EASEMENT FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORM WATER MANAGEMENT IMPROVEMENTS IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.
- AN ACCESS AGREEMENT TO THE BENEFIT OF THIS PROPERTY HAS BEEN RECORDED WITH THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NO. 2019025163. THIS AGREEMENT CONFIRMS THE OFFSITE ACCESS ROAD ON THE ADJACENT PROPERTY SERVING THIS DEVELOPMENT.
- A DRAINAGE CULVERT AND DETENTION POND EASEMENT AFFECTING THIS PROPERTY HAS BEEN RECORDED WITH THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NO. 2019014064. THIS AGREEMENT OBLIGATES THE PROPERTY OWNER AND SUCCESSORS, TO OPERATE AND MAINTAIN THE OFFSITE DETENTION POND AND ASSOCIATED APPURTENANCES THAT SERVE THIS PROPERTY. THE TOWN OF PARKER SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PERFORM MAINTENANCE WITHIN THIS EASEMENT SHOULD THE PROPERTY OWNER FAIL TO DO SO, IN ACCORDANCE WITH THIS EASEMENT.
- TRACT A IS HEREBY DEDICATED TO THE TOWN OF PARKER AS OPEN SPACE.
- TRACT B IS HEREBY DEDICATED TO THE TOWN OF PARKER AS OPEN SPACE.
- AN EXCLUSIVE 25 FOOT BY 55 FOOT SIGN EASEMENT IS HEREBY DEDICATED TO THE TOWN OF PARKER VIA THIS PLAT AS SHOWN ON SHEET 3 OF THIS PLAT.

LAND USE SUMMARY

LOTS 1-15	13.5146 AC.
TRACTS A & B	1.0381 AC.
ROW	0.1145 AC.
TOTAL AREA OF SUBDIVISION	14.6674 AC.

TRACT	SIZE (AC.)	OWNERSHIP	MAINTENANCE
TRACT A	0.5060	TOWN OF PARKER	TOWN OF PARKER
TRACT B	0.5321	TOWN OF PARKER	TOWN OF PARKER



SURVEYOR CERTIFICATION

I, CHARLES N. BECKSTROM, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF PARKER POINTE SUBDIVISION FILING NO. 1 WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE 10TH DAY OF FEBRUARY, 2016, 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 GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID MINOR DEVELOPMENT PLAT AND THE SURVEY THEREOF.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20____



CHARLES N. BECKSTROM, P.L.S.
FOR AND ON BEHALF OF
ENGINEERING SERVICE COMPANY

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 BE BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFEACES ANY PUBLIC LAND SURVEY MONUMENT, LAND BOUNDARY MONUMENT, OR ACCESSORY COMMITTS A CLASS TWO (2) MISDEMEANOR, PURSUANT TO STATE STATUTE 184-508 OF THE COLORADO REVISED STATUTES.

TITLE VERIFICATION

WE FIDELITY NATIONAL TITLE INSURANCE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

FIDELITY NATIONAL TITLE INSURANCE COMPANY DATE

NOTARY

STATE OF _____)
COUNTY OF _____) SS

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 20____ BY _____

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES

THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ON THE _____ DAY OF _____, 20____ FOR FILING, SUBJECT TO THE CONDITIONS SET FORTH BY THE TOWN COUNCIL. THE DEDICATIONS ARE HEREBY ACCEPTED.

THIS APPROVAL IS WITH THE UNDERSTANDING THAT ALL EXPENSES INCURRED WITH RESPECT TO REQUIRED IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF PARKER. THE RESPONSIBILITY FOR MAINTAINING PRIVATE ROADS, INCLUDING THE REMOVAL OF SNOW ACCUMULATIONS, SHALL BE WITH THE SUBDIVIDER OR HIS OR HER AGREES IN PERPETUITY.

MAYOR, TOWN OF PARKER

ATTEST: _____
TOWN CLERK

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 _____

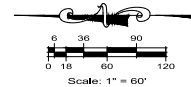
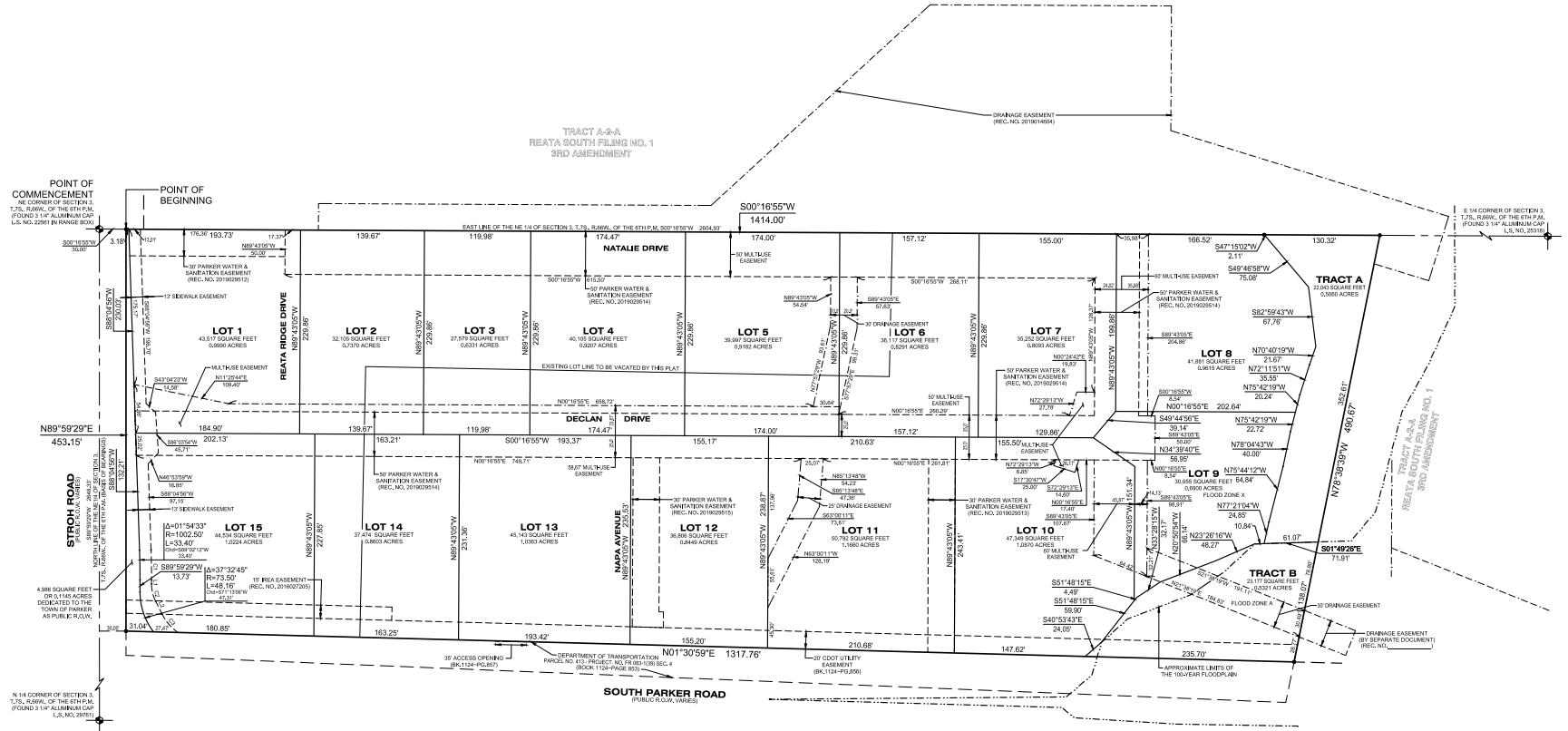
COUNTY CLERK AND RECORDER

ESC ENGINEERING SERVICE COMPANY
14190 East Evans Avenue
Aurora, Colorado 80014
engineers@escvco.com
P 303.337.1993
F 303.337.7481
T 719.273.0509
www.escvco.com

PARKER POINTE SUBDIVISION FILING NO. 1

A PART OF THE NE 1/4 OF SECTION 3, T.7S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
15 LOTS
14,6674 ACRES

SHEET 2 OF 3



LEGEND

- PLAT BOUNDARY LINE
- ADJACENT LOT/PARCEL LINES
- SECTION BOUNDARY LINE
- NEW LOT LINE
- CHANGING EASEMENT LINE
- NEW GENERAL EASEMENT LINE
- NEW DRAINAGE EASEMENT LINE
- NEW XCEL EASEMENT LINE
- THE 100-YEAR FLOODPLAIN
- RIGHT-OF-WAY
- LAND SURVEYOR NUMBER
- BOOK AND PAGE
- SECTION CORNER
- SET 3/4" X 1/2" REBAR & 2" ALLUMINUM CAP I.S. NO. 33202 UNLESS OTHERWISE FOUND

CURVE DATA TABLE

CHORD	BEARING	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	01°54'30"	104.50	33.89	S89°12'29"W	33.89
C2	02°32'00"	104.50	33.89	S89°12'29"W	33.89
C3	02°32'00"	104.50	33.89	S89°12'29"W	33.89

LINE DATA TABLE

LINE	BEARING	LENGTH
L1	S89°12'29"W	33.89
L2	S89°12'29"W	33.89

EASEMENT DIMENSION NOTES

- ALL EASEMENT DIMENSIONS ARE CENTERLINE DIMENSIONS UNLESS SHOWN OTHERWISE.
- REFER TO SHEET 3 FOR ADDITIONAL EASEMENT DIMENSIONS AND DIMENSIONS.

NOTES

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU PRET DISCOVER SUCH DEFECT, IF YOU EVENTUALLY TAKE ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY, IT SHALL BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT, LAND BOUNDARY MONUMENT, OR ACCESSORY CORNER SHALL BE CONSIDERED A MISDEMEANOR PURSUANT TO STATE STATUTE 18-608 OF THE COLORADO REVISED STATUTES.



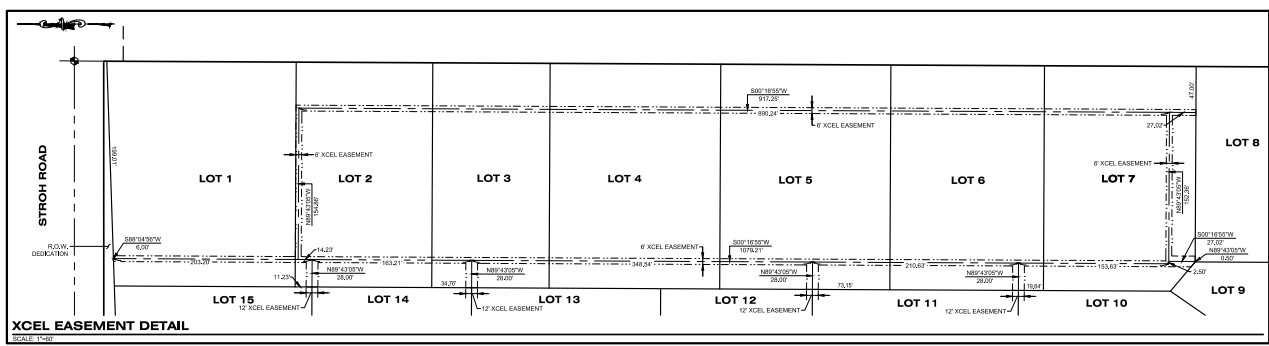
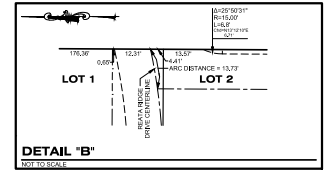
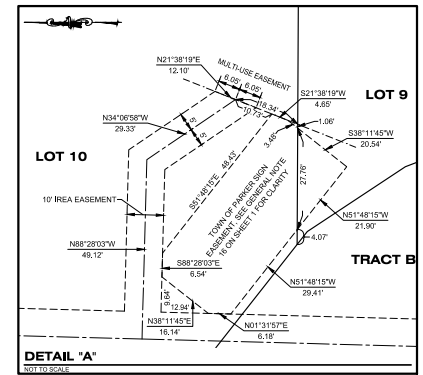
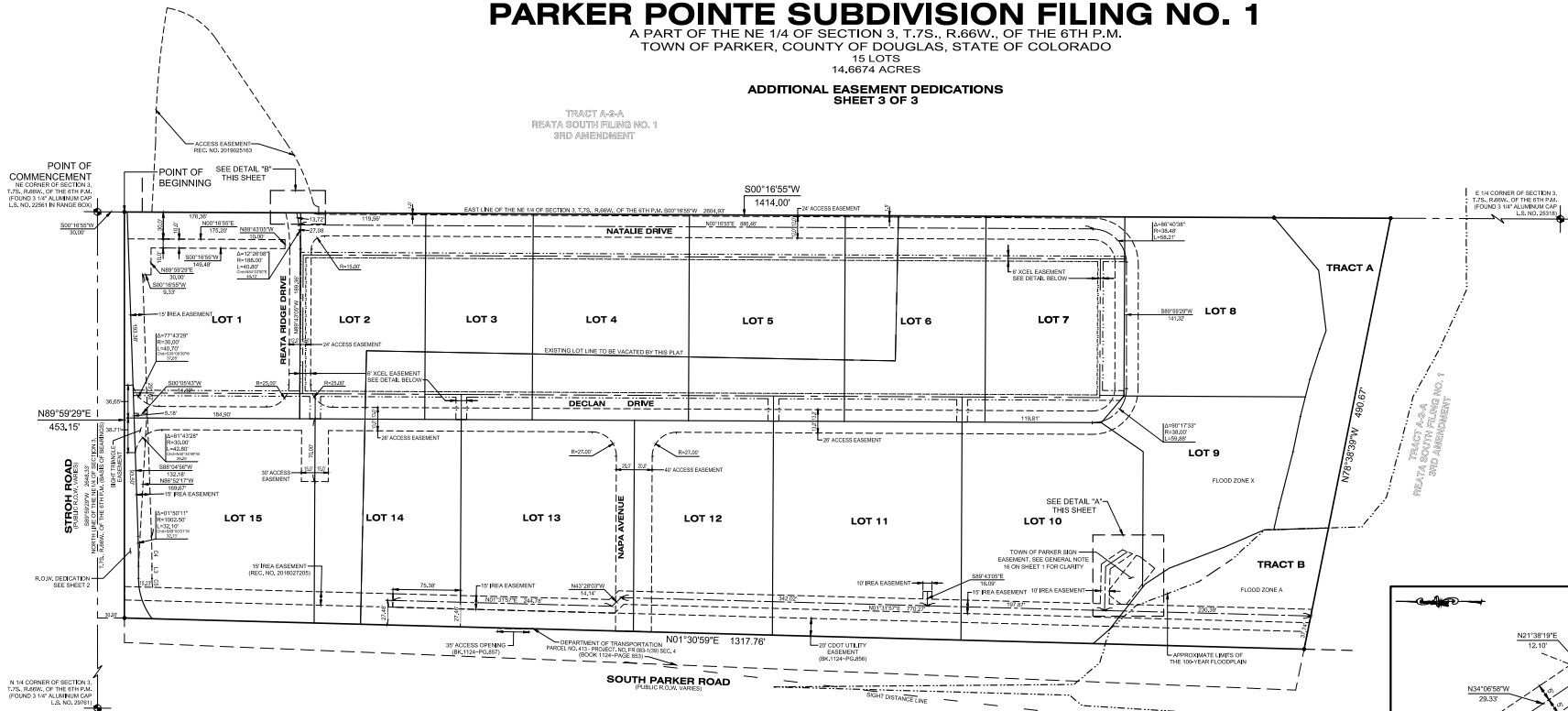
ESC ENGINEERING SERVICE COMPANY
Creative Solutions Since 1984
14190 East Evans Avenue
Aurora, Colorado 80014
P 303.337.1993
F 303.337.7481
T 719.272.5659

PARKER POINTE SUBDIVISION FILING NO. 1

A PART OF THE NE 1/4 OF SECTION 3, T.7S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
15 LOTS
14,6674 ACRES

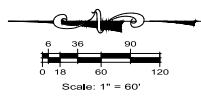
ADDITIONAL EASEMENT DEDICATIONS SHEET 3 OF 3

TRACT A-A
REATA SOUTH FILING NO. 1
3RD AMENDMENT



LEGEND

--- PLAT BOUNDARY LINE	--- NEW XCCEL EASEMENT LINE
--- ADJACENT LOT PARCEL LINES	--- THE 100-YEAR FLOODPLAIN
--- R.O.W. BOUNDARY	--- RIGHT-OF-WAY
--- SECTION LINE	--- LAND SURVEYOR NUMBER
--- NEW LOT LINE	--- BOOK AND PAGE
--- EXISTING EASEMENT LINE	--- SECTION CORNER
--- NEW GENERAL EASEMENT LINE	• SET 3/4" X 3/4" REBAR & 2" ALUMINUM CAP L.S. NO. 33352 UNLESS OTHERWISE FOUND
--- NEW DRAINAGE EASEMENT LINE	



CURVE DATA TABLE

COURSE	BEARING	LENGTH	CHORD BEARING	CHORD LENGTH
04	S00°16'55"W	1414.00'	S00°12'20"W	1330.00'
05	S00°16'55"W	1414.00'	S00°12'20"W	1330.00'

LINE DATA TABLE

COURSE	BEARING	LENGTH
03	S00°16'55"W	1414.00'



EASEMENT DIMENSION NOTES

- ALL EASEMENT DIMENSIONS ARE CENTERLINE DIMENSIONS UNLESS SHOWN OTHERWISE.
- REFER TO SHEET 2 FOR ADDITIONAL EASEMENT DEDICATIONS AND LOT DIMENSIONS WITH LOT AREAS.

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. IF YOU FIND ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN THREE YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

ANY PERSON WHO INDIVIDUALLY REMOVES, ALTERS, OR DEFILES ANY PUBLIC LAND SURVEY MONUMENT, LAND BOUNDARY MONUMENT, OR ACCESSORY CORNER, A CLASS TWO (2) MEASUREMONT, PURSUANT TO STATE STATUTE 10-608 OF THE COLORADO REVISED STATUTES.

ENGINEERING SERVICE COMPANY
Creative Solutions Since 1984
14150 East Evans Avenue, Colorado 80114
P 303.333.1993
F 303.333.7481
T/F 1.877.273.5659

EXHIBIT C
PUBLIC IMPROVEMENTS OPINION OF PROBABLE COSTS

PARKER POINTE DEVELOPMENT

8/31/2018

No.	Description	Quantity	Unit	Unit Cost	Total Cost
Earthwork					
	Detention Pond Grading	48000	CY	\$ 7.00	\$ 336,000.00
	Import / Export	0	CY	\$ 15.00	\$ -
	Detention Pond Topsoil	1540	CY	\$ 2.00	\$ 3,080.00
				Earthwork Subtotal =	\$ 339,080.00
Drainage and Stormwater Improvements					
	18" RCP	327	LF	\$ 65.00	\$ 21,255.00
	21" RCP	150	LF	\$ 75.00	\$ 11,250.00
	24" RCP	172	LF	\$ 85.00	\$ 14,620.00
	30" RCP	278	LF	\$ 110.00	\$ 30,580.00
	36" RCP	1133	LF	\$ 135.00	\$ 152,955.00
	42" RCP	641	LF	\$ 150.00	\$ 96,150.00
	5' DIA MANHOLE	8	EA	\$ 2,750.00	\$ 22,000.00
	6' DIA MANHOLE	6	EA	\$ 3,500.00	\$ 21,000.00
	5' TYPE R INLET	4	EA	\$ 7,000.00	\$ 28,000.00
	10' TYPE R INLET	2	EA	\$ 12,000.00	\$ 24,000.00
	18" RCP PLUG	14	EA	\$ 500.00	\$ 7,000.00
	18" FES	1	EA	\$ 750.00	\$ 750.00
	36" FES W/ JOINT RESTRAINTS	2	EA	\$ 1,750.00	\$ 3,500.00
	42" FES W/ JOINT RESTRAINTS	1	EA	\$ 2,000.00	\$ 2,000.00
	TYPE M RIPRAP	64	CY	\$ 90.00	\$ 5,760.00
	TYPE L RIPRAP	395	CY	\$ 90.00	\$ 35,550.00
	TYPE II BEDDING	400	TN	\$ 70.00	\$ 28,000.00
	CONCRETE TRICKLE PAN	165	LF	\$ 110.00	\$ 18,150.00
	CLASS 6 ROAD BASE	200	TN	\$ 60.00	\$ 12,000.00
	CONCRETE OVERFLOW WALL	72	CY	\$ 200.00	\$ 14,400.00
	OUTLET STRUCTURE	1	EA	\$ 40,000.00	\$ 40,000.00
				Storm Drainage Subtotal =	\$ 588,920.00
Roadway					
	ASPHALT PAVEMENT -STROH ROAD	1033	SY	\$ 40.00	\$ 41,320.00
	ASPHALT PAVEMENT - INTERIOR DRIVES	8887	SY	\$ 30.00	\$ 266,610.00
	CONCRETE PAVEMENT - PARKER ROAD	7058	SF	\$ 6.50	\$ 45,877.00
	SAWCUT	2032	LF	\$ 5.00	\$ 10,160.00
	CONCRETE CROSSPAN	2365	SF	\$ 6.00	\$ 14,190.00
	CURB & GUTTER	906	LF	\$ 18.00	\$ 16,308.00
	SIDEWALK	6334	SF	\$ 3.50	\$ 22,169.00
	ACCESIBLE RAMPS	9	EA	\$ 650.00	\$ 5,850.00
				Street Improvements Subtotal =	\$ 422,484.00
Striping					
	STRIPING	1	LS	\$ 20,000.00	\$ 20,000.00
				Striping Subtotal =	\$ 20,000.00
Signage					
	GROUND SIGNS	68	EA	\$ 350.00	\$ 23,800.00
				Signage Subtotal =	\$ 23,800.00
				Public Improvement Subtotal =	\$ 1,394,284.00
				Construction Contingency (10%) =	\$ 139,428.40
				Modilization (5%) =	\$ 69,714.20
				Surveying (3%) =	\$ 41,828.52
				Construction Management and Testing (12%) =	\$ 167,314.08
				Public Improvement Total =	\$ 1,812,569.20
				Security at 110% =	\$ 1,993,826.12

Prepared Under the Direct Supervision of
Jerry W. Davidson, P.E.
Colorado Registration # 30226
For and on behalf of
Perception Design Group, Inc.



EXHIBIT D

FORM – IRREVOCABLE LETTER OF CREDIT

Issuing Bank's Letterhead

Irrevocable Letter of Credit

Issuing Bank: [Type in bank name.]

Issuance Date: [Type LOC issuance date.]

Letter of Credit No.: [Type LOC number.]

Expiry Date: [Type LOC expiration date.]

Amount: [Type in aggregate amount.]

Name of Developer: [Type in name of developer.]

Town of Parker
20120 East Mainstreet
Parker, Colorado 80138

Attention: Mayor and Town Attorney

Ladies and Gentlemen:

We hereby establish this Irrevocable Letter of Credit in your favor for an amount up to the aggregate sum of \$_____ U.S. Dollars.

Funds under this credit are available to you by your draft or drafts drawn at sight on us containing the number of this Letter of Credit, as set forth above, in the Form of Sight Draft attached hereto as **Exhibit 1** and incorporated by this reference. Partial drawings are permitted. The amount of the funds available under this Letter of Credit may not be reduced, except by payment of drafts drawn hereunder, or pursuant to written authorization given to us by the Town. The sole condition for payment of any draft under this Letter of Credit is that the draft be accompanied by a letter, on the Town's letterhead, signed by the Mayor or designee, stating that one or more of the following conditions exist:

a. The Town has determined that the Developer is in default of its obligations under that certain [type in "agreement" or "permit"], to secure the performance of the [type in the name of the agreement, such as "Subdivision Improvements Agreement between the Town and Developer" and the name of the project, or "Development Agreement between the Town and Developer" and the name of the project] or [for permit, type in the name of the project];

or

b. That the expiry date of this Irrevocable Letter of Credit is less than fourteen (14) days from the date of the Mayor or designee's letter and the Developer has not provided the Town with a replacement letter of credit in an amount and form acceptable to the Town to secure the performance of the [type in name of the agreement] or [for permit, type in the name of the project] described herein.

Drafts for payment by the Town, pursuant to this Letter of Credit, shall be deemed timely presented if, prior to the date of expiration of the Letter of Credit, the draft is deposited in the U.S. mail or otherwise delivered for transmission by any other usual means of communication

with postage or cost of transmission prepaid and properly addressed to the above letterhead address.

We hereby agree with the Town that such drafts will be processed in good faith and duly honored, upon presentation to us, as provided herein. In case of wrongful dishonor, we agree to reimburse the Town for all court costs, investigative costs and reasonable attorneys fees the Town may incur in obtaining payment, according to the terms of this Letter of Credit. This Letter of Credit shall be governed by and construed in accordance with the laws of the State of Colorado. We further agree that the exclusive venue for any action concerning this Letter of Credit shall be the District Court for Douglas County, Colorado.

Very truly yours,
[Name of Bank]

By: _____
Signature of Authorized Signing Officer

Print Name
[Signature **Must Be Notarized**]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by _____, as _____ of _____.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT 1

FORM OF SIGHT DRAFT

[*Name of Issuing Bank*]
[*Address of Issuing Bank*]

Date: _____

At sight, pay to the order of Town of Parker _____ Dollars
(\$_____), for value received and charge to the account of [*name of Developer*].

Drawn under Letter of Credit No. _____, dated _____ [*type in
letter of credit issuance date*].

By: _____
_____, Mayor
Town of Parker

PARKER POINTE DEVELOPMENT

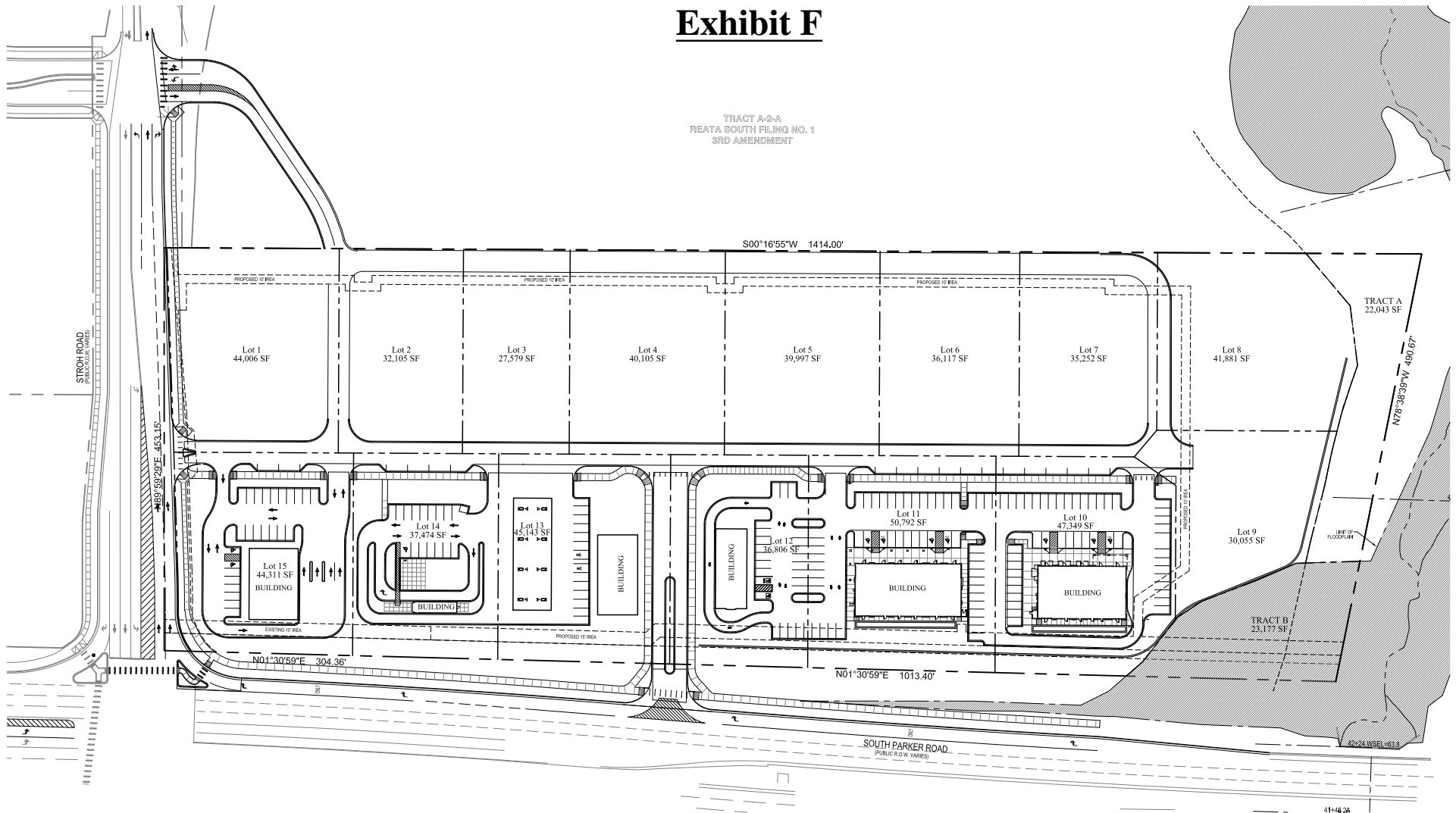
LANDSCAPE IMPROVEMENTS OPINION OF PROBABLE COSTS

10/26/2018

Size Item/Description	Quant.	Unit	Cost	Total
Landscape Improvements				
Landscape Tree Mitigation	1	LS	17,650.00	\$ 17,650
Deciduous Shade Trees - 2-1/2" cal. B&B	36	EA	650.00	\$ 23,400
Deciduous Orn Trees - 1.5" cal. B&B	25	EA	450.00	\$ 11,250
Evergreen Trees - 6' ht. B&B	19	EA	500.00	\$ 9,500
Shrubs - 5 gal (Including Amend. & Soil Prep)	269	EA	35.00	\$ 9,415
Ornamental grasses - 1 gal.	249	EA	16.00	\$ 3,984
Perennials - 1 gal.	246	EA	14.00	\$ 3,444
Turf Type Tall Fescue Sod (Including Amend. & Soil Prep)	14,193	SF	1.50	\$ 21,290
Native Seed (Including Amendment & Soil Prep)	47,106	SF	0.35	\$ 16,487
			Subtotal \$	116,420
			9% General Conditions	\$ 10,478
			6% Project Contingency	\$ 7,614
TOTAL LANDSCAPE IMPROVEMENTS \$				134,511
Site Improvements				
Steel Edging (6" x 12 Gauge Galv. Edging)	1,145	LF	5.00	\$ 5,725
Boulders - 1/2 to 1 ton	19	TON	300.00	\$ 5,700
Shredded Cedar Mulch	5	CY	52.00	\$ 260
River Rock/Cobble	10,520	SF	1.75	\$ 18,410
Weed Barrier Fabric	10,520	SF	0.25	\$ 2,630
			Subtotal \$	32,725
			9% General Conditions	\$ 2,945
			6% Project Contingency	\$ 2,140
TOTAL SITE IMPROVEMENTS \$				37,810
Irrigation Improvements				
Turf Type Tall Fescue Sod w/ Irrigation System	14,193	SF	1.50	\$ 21,290
Temp Irrigated Native w/ Irrigation System	47,106	SF	1.25	\$ 58,883
Planting Beds w/ Drip Irrigation	10,520	SF	1.25	\$ 13,150
			Subtotal \$	93,322
			9% General Conditions	\$ 8,399
			6% Project Contingency	\$ 6,103
TOTAL IRRIGATION IMPROVEMENTS \$				107,824
TOTAL IMPROVEMENTS \$				280,146

Exhibit F

TRACT A-2-A
REATA SOUTH FILING NO. 1
3RD AMENDMENT



INTENT STATEMENT:
THE PURPOSE OF THIS EXHIBIT IS TO ESTABLISH GENERAL BUILDING LOCATIONS AND GENERAL MITIGATION TECHNIQUES FOR DRIVE THROUGH AND PARKING LOCATIONS. ALL INDIVIDUAL SITE PLANS WILL NEED TO MEET THE REQUIREMENTS OF THE TOWN, WHICH MAY INCLUDE MODIFICATIONS FROM THIS EXHIBIT.

GENERAL NOTES:
1. DRIVE THROUGH LANES WILL BE SCREENED WITH WALLS OR LANDSCAPING, AND CANOPY FEATURES THAT EXTEND ACROSS THE DRIVE THROUGH LANE FOR THE ENTIRETY OF THE BUILDING.

PARKER POINTE
CONCEPTUAL SITE PLAN EXHIBIT
JULY 20, 2018
SCALE: 1" = 50'-0"

