

El Paso County Park Advisory Board

Agenda Item Summary Form

Agenda Item Title: Park Lands Agreement for The Glen at Widefield Filing No. 9
- Glen Development Company

Agenda Date: March 14, 2018

Agenda Item Number: #7 - A

Presenter: Jason Meyer, Project Manager

Information: **Endorsement:** X

Background Information:

The Glen Development Company has indicated their intention to construct urban park amenities within the Glen at Widefield Filing No. 9. Pursuant to the requirements of the El Paso County Land Development Code, the El Paso County Community Services Department estimates the Urban Park Fees to be \$28,007.

The Glen Development Company provided a Trail Plan outlining development of approximately 3.5 miles of trail, picnic pavilion, picnic table, benches, trash receptacles and signage to be installed within the Glen at Widefield East property, which will provide urban recreation opportunities for residents living within the Glen at Widefield East and the public.

The County desires to grant the Glen Development Company \$28,007 in Urban Park credits, provided that improvements are installed of an equal or greater value within The Glen at Widefield Filing No. 9 property, which will provide urban recreation opportunities for residents living in Filing No. 9 and the public.

The Glen Development Company shall satisfy its urban park development requirements and obligations for The Glen at Widefield Filing No. 9 by installing 5,305 feet of trail within open space "Tract A", "Tract B", and "Tract C" of The Glen at Widefield Filing No. 9 in lieu of paying \$28,007 in Urban Park Fees at the time of recording the final plat.

The Glen Development Company will provide plans, specifications and a construction cost estimate for the park improvements to the County for review and approval prior to recording the final plat for The Glen at Widefield Filing No. 9. The park improvements must be completed within two years of the execution of this agreement or the urban park fees will be immediately due to the County.

Recommended Motion:

Move to endorse the approval of the Park Lands Agreement with Glen Development Company for the Glen at Widefield Filing No. 9.

PARK LANDS AGREEMENT
Glen at Widefield Filing No. 9

THIS PARK LANDS AGREEMENT (“the Agreement”) is made and entered into this _____ day of _____, 2018, by and between the Glen Development Company (“Property Owner”), Glen Metropolitan District No. 3 (“District”) and EL PASO COUNTY, BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS of EL PASO COUNTY COLORADO (“County”).

RECITALS

A. Property Owner is the owner of a parcel of property situated in an unincorporated portion of El Paso County, State of Colorado consisting of approximately 292 acres and commonly known and described as the Glen at Widefield East (the "Property").

B. The Board of County Commissioners approved a Preliminary Plan application on June 28, 2016 for the Property that includes six filings for development of 578 single-family lots.

C. Property Owner is in the process of completing a Final Plat application for a portion of the Property to be platted as The Glen at Widefield Filing No. 9 for development of 106 single-family lots, which application is anticipated to go before the Planning Commission and the Board of County Commissioners in 2018.

D. Pursuant to the requirements of the El Paso County Land Development Code (the “Code”), the El Paso County Planning and Community Development Department estimates the 2018 Urban Park Fees for The Glen at Widefield Filing No. 9 to be \$28,007.

E. Property Owner and the District provided a Trail Plan outlining the development of approximately 3.5 miles of trail, a picnic pavilion and picnic table, benches, trash receptacles and signage to be installed within The Glen at Widefield East Property, which will provide urban recreation opportunities for residents living within The Glen at Widefield East and the public.

F. The County desires to grant the Property Owner \$28,007 in Urban Park Credits, provided that the Property Owner and the District installs improvements of an equal or greater value to certain parcels identified as “Tract C”, “Tract B”, and “Tract C” in The Glen at Widefield Filing No. 9 Final Plat, which will provide urban recreation opportunities for residents living in Filing No. 9 and the public.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, as well as the above Recitals, which are a material part hereof, the County and the Property Owner agree as follows:

1. Trail B and Trail C Development and Obligations. Property Owner and the District shall satisfy its urban park development requirements and obligations for The Glen at Widefield Filing No. 9 by installing 5,305 feet of trail, specifically identified as Trail B North Half, and Trail C Phase I, in the Trail Plan attached hereto and incorporated herein

by this reference (the "Improvements") within open space "Tract C", "Tract B", and "Tract C" of The Glen at Widefield Filing No. 9 in lieu of paying \$28,007 in Urban Park Fees at the time of recording the final plat. By execution and recordation of this Agreement, The Glen at Widefield East Property is hereby burdened and encumbered by this Agreement.

- a. From and after the date of recordation of the subdivision plat for The Glen at Widefield Filing No. 9, the Property Owner and the District shall install or cause to be installed the Improvements within the designated tracts as described in this Agreement.
 - b. The value of the Improvements installed shall be equal to or greater than \$28,007.
 - c. The Property Owner and the District will provide plans, specifications and a construction cost estimate for the Improvements to the County for review and approval prior to the recording of the final plat for The Glen at Widefield Filing No. 9, in agreement with the attached Trail Plan.
 - d. The Improvements shall be fully completed within two years of the execution of this Agreement. If not completed within two years, the Urban Park Fees in the amount of \$28,007 will be immediately paid to the County. If the above mentioned conditions are not satisfied with the two-year period, El Paso County Parks will not consider future applications within The Glen at Widefield East until the Improvements have been completed or fees have been paid.
 - e. The Improvements will remain open for public use in perpetuity, consistent with the zoning of the property identified in the approved The Glen at Widefield East PUD Development/Preliminary Plan and The Glen at Widefield Filing No. 9.
2. Maintenance. Unless otherwise mutually agreed by the Property Owner, District and the County, the Improvements will be maintained in perpetuity either by the Property Owner or The Glen Metropolitan District No. 3 for the benefit of the public.
3. Installation. The Property Owner and the District, at no cost to the County, shall be responsible to install or cause to be installed all Improvements pursuant to this Agreement. Any and all Improvements are subject to review and acceptance by the County. All Improvements shall be installed in compliance with all applicable County regulations, resolutions, and standards.
4. Successors and Assigns. This Agreement is binding on and inures to the benefit of the heirs, successors, and assigns of the Parties hereto, including any successive owners or developers of the Property.

IN WITNESS of the foregoing provisions, the Parties have executed this Agreement as of the date first entered above.

**BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO**

By: _____
President

ATTEST:

Clerk & Recorder

APPROVED AS TO FORM:

County Attorney's Office

Glen Development Company

By: _____

Title: _____

Glen Metropolitan District No. 3

By: _____

Title: _____