



### **Narrative: Reunion Center Filing 1 - Amendments #1 & #2**

Reunion Center Filing 1 Amendments #1 & #2 are proposed as the next location for a mixed-use plat that includes new commercial sites as existing currently platted commercial sites within Reunion are developing. It also includes Oakwood's duet collection, which is an exquisite alley-loaded single family attached product. This product is similar to the homes located in Reunion Filing 36 at the southeast corner of Reunion Parkway and East 104<sup>th</sup> Avenue. New architectural elevations were developed for this site, which has a more urban aesthetic, celebrating walkability around the existing STEAD School. This product will begin the transition between the suburban edge of existing Reunion and the denser core of Reunion Center. To further emphasize the urban edge, homes are fronting along all streets and located closer to the street.

### **Existing Conditions**

Reunion Center Filing 1 Amendments #1 & #2 consists of 35.557 acres bound by Homestead Trail to the north, Walden Street to the west, Tower Road to the east, and East 104<sup>th</sup> Avenue to the south. The site is zoned TC-2 (Town Center) in the Reunion PUD Amendment #5. These parcels were platted as part of the Reunion Center Filing #1 STEAD School plat, and overlot grading was completed. No existing structures, floodplains, wetlands, historically significant sites, or oil and gas exist on these parcels. A temporary drainage swale is located along the southern edge of the residential property that will be piped to a new detention pond. The detention pond was included in the Filing #1 design set.

### **Density**

The residential site includes 190 single family attached homes on 17.1186 acres for a gross density of 11.1 du/acre. The allowed density per the Reunion PUD Zone Document #5 is 5-40 DU/AC. The commercial site is larger than the residential site at 18.4384 acres.

### **Access & Utilities**

The residential plan has two public roads traversing the site with three (3) proposed public road access points. The southern public road access is off existing East 105<sup>th</sup> Avenue and the western public road access point is off existing Walden Street. Finally, the northern public road access point is off the existing Homestead Trail. The existing East 105<sup>th</sup> Avenue currently does not connect to Tower Road but will connect with the construction of this project. Homestead Trail will connect to Tower Road/High Plains

Parkway at the time of the High Plains Parkway construction. Wet utilities will be connected to the existing services surrounding the project and will run in the alleys or public roads with meter pits near the driveway aprons. Gas service is proposed from the front (opposite alley side) within a utility easement in green courts or in the right-of-way. Electric service will be provided from the alley side, similar to the adjacent Reunion Filing 26 Amendment #1 and Filing 27. Additional utility easements have been discussed and coordinated with United Power and SACWSD.

### **Parks and Open Space**

The plan includes a 0.3531 acre pocket park (Amendment #1, Tract K) located at the intersection of Box Elder Way and East 105<sup>th</sup> Place. This park design varies from others within Reunion in that it has a rectilinear form with smaller breakout seating areas and a half basketball court to fit the needs of a younger buyer who wants to enjoy a space that reflects an urban park. A large turf area (large enough for an informal volleyball court) and a climbing boulder have also been included for children that will live near the park. An urban streetscape park (Amendment #1, Tract F) has also been located adjacent to Homestead Trail. Concrete seat walls and planting design provides an area where the public can sit and watch the activity along Homestead Trail and has the potential to become an activity node when events happen along Homestead Trail.

### **Phasing**

This project has been broken into two (2) amendments at the direction of city staff. Amendment #1 plats the entirety of the two lots (35.5570 acres) and consists of 89 residential and 5 commercial lots. Amendment #2 replats the western half of the site (15.2567 acres) and includes an additional 111 residential and 5 commercial lots.

Please feel free to contact me with any questions you may have.

303-632-8867

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Marck", with a stylized flourish extending to the right.

Jeff Marck



MICHELLE L. BERGER, PARTNER  
DIRECT DIAL: 303-839-3790  
mberger@spencerfane.com

December 23, 2025

Mayor Steve Douglas and City Council Members  
City of Commerce City  
7887 E. 60<sup>th</sup> Avenue  
Commerce City, CO 80022

***Re: Final Subdivision Plats - Reunion Center Filing 1, Amendments 1 and 2***

Dear Mr. Mayor and City Council Members:

On January 5, 2026, the City of Commerce City (“City”) City Council will hold public hearings to consider the Final Subdivision Plats for Reunion Center, Filing No. 1, Amendment 1 and Reunion Center Filing No.1 Amendment 2 (the “Applications”). Spencer Fane LLP represents Clayton Properties Group, Inc., doing business as Oakwood Homes (“Oakwood”) regarding the Applications. As discussed below, it is Oakwood’s position that the Applications meet all final plat approval criteria contained in the Commerce City (“City”) Land Development Code (“LDC”) at Section 21-3241(3) (“Approval Criteria”) and therefore should be approved by the City Council with no conditions.

**I. Reunion Land Use Entitlement Background**

In late 2017, Oakwood became the master developer of the Reunion development (“Reunion”). At that time, approximately 1,700 acres of land in Reunion, including Parcel 1-F, also known as Reunion Center, remained undeveloped. The development of Reunion Center and the other remaining Reunion parcels was subject to the requirements of the original PUD Zone Document, created in 2001 (the “Reunion PUD”)<sup>1</sup>, the 2001 development agreement between the City and the original Reunion developers (the “Consolidated Development Agreement”)<sup>2</sup> and that certain developer’s agreement dated February 25, 2002 (the “Developer’s Agreement”)<sup>3</sup>. Prior to Oakwood becoming the master developer, the Reunion PUD had been amended to add additional annexed property, adjust the sizes of various planning areas and school site locations, and revise allowed uses in Planning Area 1-F.<sup>4</sup> Shortly after becoming the master developer, Oakwood began working with the City on an amendment to the Reunion PUD (the “Amended Reunion PUD Application”), which included changes to Parcel 1-F designed to provide an urban neighborhood

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<sup>1</sup> Buffalo Hills Ranch PUD Zone Document, recorded October 27, 2000 at Reception No. C0725646; Reunion PUD Zone Document Amendment #1, recorded December 9, 2002 at Reception No. C1064716, and December 17, 2002 at Reception No. C1068494.

<sup>2</sup> Consolidated Development Agreement for Buffalo Hills Ranch PUD, recorded January 23, 2002 at Reception No. C0917475.

<sup>3</sup> Developer’s Agreement dated March 8, 2002, recorded March 2, 2002 at Reception No. C0937187.

<sup>4</sup> Exhibit A – Staff Report –page 1.

with homes with enhanced access along all streets and various walkways with connections to multiple access points, including Homestead Trails.<sup>5</sup>

On February 4, 2019, the City Council held a public hearing on the Amended Reunion PUD Application. During the public hearing Oakwood provided testimony regarding the driving force behind the Amended Reunion PUD Application, which was the need for increasing housing stock diversity in Reunion. The City Council voted 8-1 in favor of approving the Amended Reunion PUD Application.<sup>6</sup> On March 4, 2019, City Council passed, on second and final reading, an ordinance approving the Amended Reunion PUD.<sup>7</sup>

The City adopted a Comprehensive Plan in 2010 (the “Comprehensive Plan”) which allows for mixed use horizontal and vertical development, and the Comprehensive Plan requirements are detailed and incorporated into the Reunion PUD. The Applications and plats are subject to the Comprehensive Plan in effect at the time of the Amended Reunion PUD approval, rather than the most recently adopted comprehensive plan because the Comprehensive Plan was used by Staff to evaluate the Amended Reunion Plan’s conformance therewith in 2019. The Applications and plats are not subject to the recently adopted comprehensive plan, and subsequent amendments to properties in Reunion will be reviewed against the Comprehensive Plan.

## **II. Reunion Center, Filing 1, Amendments 1 and 2 Final Plat Background**

On April 11, 2021, Oakwood filed a sketch plan with the City for Reunion Center, Filing No. 1 Amendment 1, which was assigned Case No. S-762-20-21-25, followed by an application for administrative approval of a final plat for Reunion Center, Filing No. 1, Amendment No. 2, which was assigned Case No. S-762-20-21-25-25. The Applications were split into two amendments to accommodate the City’s previous policy for platting requirements and restrictions. Specifically, Oakwood was required to make two amendments to Reunion Center Filing No. 1 to accommodate the City’s previous restrictions on the number of lots that could be created in an individual subdivision plat. The Applications include the final plat applications for both amendments, with Amendment 1 platting the entire area consisting of Amendment 1 and 2 with 104 lots, while Amendment 2 replats the western half of Amendment 1 and proposes creating an additional 106 lots. Various departments within the City including the City’s Development Review Team (“DRT”) which consists of Planning, Engineering, and Public Works, and outside referral agencies, including the School District 27J (“27J”), South Adams County Fire Department, and South Adams County Water and Sanitation District, reviewed the Applications and provided comments addressing the Applications’ compliance with the Approval Criteria, to which Oakwood responded and provided revised and additional information.

On March 11, 2025, the Staff determined the Applications met the Approval Criteria, and recommended approval of the final plats. City staff determined that the Applications were ready to be noticed and public notice of the Applications was provided. The notice period was set to expire on March 24, 2025 for final administrative approval of the Applications.

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<sup>5</sup> Exhibit B – Applicant Narrative at page 1.

<sup>6</sup> See, Exhibit C - City Council Meeting Minutes, page 5.

<sup>7</sup> Ordinance No. Z-781-02-04-05-06-10-17-19, dated March 4, 2019 filed at Reception No. 2019000016880

At a March 24, 2025 special City Council meeting, the Applications were considered for call up for public hearings in accordance with LDC Section 21-3241(4)(d). A motion to call up Amendment 1 for public hearings was made by Council Member Noble, seconded by Council Member Teeter, and passed by a vote of 5 to 4. A motion to call up Amendment 2 for public hearings was made by Council Member Noble, seconded by Council Member K. Douglas, and passed by a vote of 5 to 4.

For the public hearing with the City Council on January 5, 2026, Staff prepared a memorandum on the Final Subdivision Plat - Reunion Center Filing 1 Amendment 1 and Final Subdivision Plat - Reunion Center Filing 1 Amendment 2 and a Subdivision Report (collectively, the “Staff Report”), which summarized Staff’s findings that the Applications meet the Approval Criteria and the requirements of the Amended Reunion PUD, and a recommendation of approval. A copy of the Staff Report was included in the City Council’s meeting packets and is attached as Exhibit A.

The Applications include a mix of residential and non-residential uses, which create new housing options compared to the predominate type of existing homes in the area—single-family-detached—and create commercial lots that are otherwise lacking in the Reunion Center area. Therefore, the Applications promote Citywide Policy HN 2.1 from the Comprehensive Plan.

The Applications will further Citywide Policy HN 4.3 from the Comprehensive Plan because the design and layout of the streets proposed in the Applications does not include any cul-de-sacs and incorporate multiple connections from Reunion Center Filing No. 1, Amendments 1 and 2 to adjacent properties to ensure adequate interconnectivity between neighborhoods in adjacent tracts.

The amount of parking provided for in the Applications includes 280 additional spaces above and beyond what is required by the LDC parking requirements. The additional spaces will alleviate any pressure on parking caused by guests and other visitors to the community. Initial comments from Public Works expressed concern about sufficient guest parking in sufficient locations and quantities on the premises to accommodate future residents and their guests. These concerns were alleviated in the final plat Applications by the addition of more guest parking opportunities along the surrounding public streets in the core and eastern edge of the site. Further, additional parking spaces were created near Lots 29-52 at the end of the block; specifically, Oakwood has foregone the sale of houses to create these additional parking spaces and address the city's concern about parking pressure caused by guests and visitors to the development. The blocks closest to Tower Road have been provided with additional parking in the alley and lots are deeper to provide full driveways for guest parking.

Additional paths have been strategically placed to allow convenient access from guest spaces to the porch of homes, providing easier access to front doors. There are multiple access points into the community along the southern road access off the existing E. 105<sup>th</sup> Avenue, a western access point off existing Walden Street, and a northern access point off the existing Homestead Trail. Further, homes are built directly along and closer to the street to facilitate a

smoother transition to the various access points. Exhibit D outlines the location for public roads, private drives and alleys.<sup>8</sup>

### **III. Final Plat Approval Process under the LDC**

LDC Section 21-3241(2)(a) provides that “except where public hearings are required pursuant to paragraph 4, the director and DRT review applications for final plats and the director is authorized to approve, approve with conditions, or deny such applications based upon the approval criteria outlined below.” As was the case with the Applications, LDC Section 21-3241(4)(d) allows City Council to request a final plat be reviewed through a public hearing process if the request is made before the date scheduled for department approval. When a final plat is called up for public hearings, (1) the director provides a report to the Planning Commission; (2) the Planning Commission holds a public hearing on the application and makes a recommendation to City Council to approve, approve with conditions or deny an application based on the Approval Criteria; and (3) the City Council becomes the final quasi-judicial decisionmaker as to whether an application meets the Approval Criteria.<sup>9</sup>

As described above, on March 11, 2025 the Development Review Team (“DRT”) reviewed the Applications and determined the Applications met the Approval Criteria so the public notice period could begin. The notice period was set to expire on March 24, 2025, prior to which the City Council voted to call up the Applications at a special meeting on March 24, 2025. The public hearing with the Planning Commission (the “Commission”) was initially set for May 6, 2025, but was vacated and rescheduled to October 7, 2025 to allow the parties time to finalize development agreements for the Applications. The Commission held a public hearing on October 7, 2025 and considered the Applications simultaneously since Staff reviewed the Applications simultaneously. During the public hearing before the Commission, the members unanimously voted to recommend approval of both the Applications to City Council.

The City Council hearing was originally scheduled for November 17, 2025; however, the City rescheduled the hearing from its original date to allow sufficient time to ensure that it could fulfill its obligation to provide proper public notice. Accordingly, the City reset the City Council hearing date to January 5, 2025.

#### **a. Final Plat Approval Criteria**

LDC Section 21-3241(3) provides the following nine (9) criteria that must be met for final plat approval:

- (a) The subdivision is consistent with any approved rezoning, concept plan or PUD Zone Document;
- (b) The subdivision is consistent with and implements the intent of the specific zoning district in which it is located;

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<sup>8</sup> Exhibit D-Depiction showing public roads, private drives and alleys

<sup>9</sup> LDC Section 21-3241(2)(b)(i-iii).

- (c) There is no evidence to suggest that the subdivision violates any state, federal, or local laws, regulations, or requirements;
- (d) The general layout of lots, roads, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, and otherwise accomplishes the purposes and intent of this land development code;
- (e) The subdivision complies with all applicable city standards and does not unnecessarily create lots or patterns of lots that make compliance with such standards difficult or infeasible;
- (f) The subdivision: (i) Will not result in a substantial or undue adverse effect on adjacent properties, traffic conditions, parking, public improvements, either as they presently exist or as they may in the future exist as a result of the implementation of provisions and policies of the comprehensive plan, this land development code, or any other plan, program or ordinance adopted by the city; or (ii) any adverse effect has been or will be mitigated to the maximum extent feasible;
- (g) Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools are available to serve the subject property, while maintaining sufficient levels of service to existing development;
- (h) A development agreement between the city and the applicant has been executed and addresses the construction of all required public improvements; and
- (i) As applicable, the proposed phasing plan for development of the subdivision is rational in terms of available infrastructure capacity.

As discussed in detail in the following sections, the Applications meet each of the Approval Criteria. Therefore, the City Council should approve the Applications.

**b. The Applications are consistent with the approved Amended Reunion PUD**

LDC Section 21-3241(3)(a) requires that the subdivision be consistent with any approved rezoning, concept plan or PUD Zone Document. The Reunion Center Filing No. 1, Amendments 1 and 2 are designated in the Amended Reunion PUD as Parcel 1-F. The Amended Reunion PUD includes, among other things, a land use schedule, development standards, that delineate limitations on development such as lot size, setbacks and building heights in Parcel 1-F and a land use designation matrix that provides the allowed uses for Parcel 1-F.

In the Amended Reunion PUD, Parcel 1-F is zoned as TC – 2, the same as the zoning shown for Reunion Center Filing No. 1, Amendments 1 and 2 in the Applications. Exhibit E contains a detailed Residential Land Use Development Standards Matrix and a Commercial Land Use Development Standards Matrix comparison of the Applications with each of the bulk and performance standards set forth in the Amended Reunion PUD. The Applications meet or exceed

each one of these standards, showing the Applications are consistent with the development standards approved in the Amended Reunion PUD.

Finally, as discussed in the section below, the Amended Reunion PUD includes a land use designation matrix that describes the types of uses that are “allowed by right” in each zone district. The land subject to the Applications is designated as located in the “TC – 2” zone district consisting of both residential and commercial uses. The residential uses and the commercial uses proposed in the Applications are all considered “allowed by right” in the TC – 2 zone district. For the avoidance of doubt, this TC-2 zone district proposed in the Applications is similar in both width and depth to other existing mixed use zone developments in Reunion (i.e. Reunion Village Plaza) and matches the existing pattern of development.

For all these reasons, the Applications are consistent with the Amended Reunion PUD and meet this Approval Criterion.

**c. The Applications are consistent with and implement the intent of the TC – 2 zone district**

LDC Section 21-3241(3)(b) requires that the subdivision be consistent with and implement the intent of the specific zoning district in which it is located. The land subject to the Applications is zoned as TC – 2 in the Amended Reunion PUD.

The land use designation matrix in the Amended Reunion PUD lists the types of residential and commercial uses that are allowed in the TC – 2 zone district as “allowed by right.”<sup>10</sup> In accordance with the land use designation matrix table on Sheets 16 and 17 of the Amended Reunion PUD, the residential uses “allowed by right” in a TC – 2 zone district include, among others, multi-family dwellings, single-family detached dwellings, single-family attached dwellings, and cluster homes, and the commercial uses “allowed by right” in a TC – 2 zone district include, among others, eating and drinking establishments, office, and private recreation or amusement facilities.<sup>11</sup> The types of residential and commercial uses proposed in the Applications for the Reunion Center Filing No. 1 , Amendments 1 and 2 Applications are all considered uses “allowed by right” under the Amended Reunion PUD. Therefore, the Applications are consistent with and implement the intent of the TC – 2 zone district.

Moreover, the Staff Report includes a finding by Staff that the Applications are consistent with the intent of the Amended Reunion PUD and can be found to meet this Approval Criteria. Therefore, the Applications are consistent with and implement the intent of the TC – 2 zone district in the Amended Reunion PUD and meet this Approval Criteria.

**d. The Applications do not violate any state, federal, or local laws, regulations or requirements.**

LDC Section 21-3241(3)(c) requires that there be no evidence to suggest that the subdivision violates any state, federal, or local laws, regulations, or requirements. There is no

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<sup>10</sup> Exhibit J - Reunion PUD Zone Document.

<sup>11</sup> See, Exhibit J - Reunion PUD Zone Document.

competent evidence in the record to suggest the Applications violate any state, federal, or local laws, regulations or requirements as evidenced by the City staff determining the Applications were ready for public notice and administrative approval on April 16, 2025. Additionally, no referral agencies have provided comments on the Applications that remain unresolved. Therefore, the Applications meet this Approval Criterion.

**e. The Applications incorporate a general layout of lots, roads, driveways, utilities, and drainage facilities in a way that minimizes land disturbance and maximizes open space, preserves existing riparian areas, and otherwise further the goals of the LDC.**

LDC Section 21-3241(3)(d) requires that the general layout of lots, roads, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, and otherwise accomplishes the purposes and intent of the LDC.

The general layout of lots, roads, and driveways for the Reunion Center Filing No. 1, Amendments 1 and 2 is consistent with the Amended Reunion PUD and the LDC. The lots in the Applications are laid out to promote the types of residential uses that are “allowed by right” under the Amended Reunion PUD and done so in accordance with the approved City design standards for such uses.

In accordance with the development standard notes in the Amended Reunion PUD, the Reunion Center Filing No. 1, Amendments 1 and 2 comply with the off-street and on-street parking design standards. Included with the Applications is a traffic and circulation plan that shows the impact on existing levels of traffic created by the Reunion Center Filing No. 1, Amendments 1 and 2 and clearly delineates that no intersections are expected to fail. Public Works has reviewed and approved the traffic and circulation plan for Reunion Center Filing No. 1 Amendments 1 and 2. In general, the Applications include the construction of additional local and collector roads to facilitate the flow of traffic to and through Reunion Center Filing No. 1, Amendments 1 and 2. The Applications also include three (3) access points along the south, west, and north edges of the parcel along 105<sup>th</sup> Avenue, Walden Street, and Homestead Trail, respectively; the traffic and circulation plan specifically delineates that the accesses meet the City’s minimum access spacing criteria of 150 feet for major and minor collectors. Accordingly, the Applications will further Citywide Policy HN 4.3 from the Comprehensive Plan by ensuring adequate interconnectivity between neighborhoods in adjacent tracts.

The Applications also include adequate drainage facilities to serve the development. Specifically, a temporary drainage swale is located along the southern edge of the property that will be piped to a new detention pond which was included in the Reunion Center Filing No. 1 design. Finally, there are no riparian areas on the land subject to the Applications that will be adversely affected by the development of Reunion Center Filing No. 1, Amendments 1 and 2.

Reunion Center Filing No. 1, Amendments 1 and 2 provide medium density residential housing in a location designated for such use in the Comprehensive Plan and increase the variety

of housing options to the area. Further, the Applications contemplate various commercial uses in a location designated for such use in the Comprehensive Plan and add a variety of commercial development options in that area. Thus, the Applications further the goals of the LDC by ensuring a logical pattern of growth as contemplated by the City's Comprehensive Plan, improving housing diversity, increasing interconnectivity between adjacent neighborhoods, and fostering economic development in the area.<sup>12</sup> Moreover, the Applications also promote open space where contemplated by the Comprehensive Plan and Staff indicated in the Staff Report that the proposed 2.97 acres of open space (approximately 30%) in Reunion Center Filing No. 1, Amendment 1, and the 0.42 acres of open space (approximately 5%) in Reunion Center Filing No. 1, Amendment 2, exceed LDC requirements. Thus, the Applications further the purpose of the LDC by ensuring a logical pattern of growth as contemplated by the City's Comprehensive Plan, improving housing standards, and providing opportunities for economic development in the area.<sup>13</sup>

Neither Staff nor the outside referral agencies to which the Applications were referred, identified any inadequate public services for Reunion Center Filing No. 1, Amendments 1 and 2.

Therefore, the Applications satisfy this Approval Criteria.

**f. The Applications comply with all applicable City standards and do not unnecessarily create lots or patterns of lots that make compliance with such standards difficult or infeasible.**

LDC Section 21-3241(3)(e) requires that the subdivision comply with all applicable City standards and not unnecessarily create lots or patterns of lots that make compliance with such standards difficult or infeasible. The Applications comply with all applicable standards in the LDC and the Amended Reunion PUD and are consistent with the goals of the Comprehensive Plan. As such, the Applications do not unnecessarily create lots or patterns of lots that make compliance with the City's standards difficult or infeasible. Therefore, the Applications meet this Approval Criterion.

**g. The Applications (i) will not result in undue adverse effect on adjacent properties, traffic conditions, parking, public improvements, either as they presently exist or as they may in the future exist because of the implementation of provisions and policies of the comprehensive plan, this land development code, or any other plan, program or ordinance adopted by the city; or (ii) any adverse effect has been or will be mitigated to the maximum extent feasible.**

LDC Section 21-3241(3)(f) requires that either the Applications (i) will not result in undue adverse effect on adjacent properties, traffic conditions, parking, public improvements, either as they presently exist or as they may in the future exist because of the implementation of provisions and policies of the comprehensive plan, this land development code, or any other plan, program or ordinance adopted by the city, or (ii) any adverse effect has been or will be mitigated to the

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<sup>12</sup> See, LDC Section 214-1120.

<sup>13</sup> See, LDC Section 214-1120.



maximum extent feasible. Applicants are only required to satisfy one of the sub-criteria in Section 21-3241(3)(f). According to Staff analysis in the Staff Report and during Staff's presentation at the Commission hearing, the Applications meet 90% of sub criteria (f)(i) and 100% of sub criteria (f)(ii) because the Applicant mitigated any potential impacts through construction of various improvements required in the development agreement.

LDC Section 21-3241(3)(f) requires that the subdivision will not result in a substantial or undue adverse effect on adjacent properties, traffic conditions, parking, or public improvements. As described in the sections above, Oakwood has provided City staff with the designs and plans to demonstrate that the Applications include the necessary public improvements to avoid any adverse impacts on adjacent properties. Increased traffic is addressed by a previously installed signal at 104<sup>th</sup> Avenue/Walden Street by the Reunion Metropolitan District, and separate deceleration/right turn lanes for westbound 104<sup>th</sup> Avenue traffic making right turns at Yampa and Walden Street, a separate left turn lane for northbound Tower Road traffic making a left turn at 105<sup>th</sup> Avenue, and separate deceleration/right turn lanes for southbound Tower traffic making right turns at 105<sup>th</sup> and 104<sup>th</sup> Avenue. The existing drainage improvements are part of a larger regional drainage system that comply with the City standards and specifications and the City's MS4 permit requirements for water quality. Parking in the community subject to the Applications will be on publicly owned streets.<sup>14</sup> Staff and the South Adams County Fire Department have reviewed the Applications and found that the streets comply with all design standards in the LDC, including emergency service vehicle access, and have no outstanding concerns.

As noted above, the Amended Reunion PUD accounted for any potential negative impacts from the land uses approved for this parcel. Therefore, residential development at the proposed densities will not result in any substantial or undue adverse effect on adjacent properties that has not already been mitigated (e.g., through various required improvements in the development agreements between the parties). In addition, public improvements discussed above will create a positive impact on the adjacent properties and add value to the public. Therefore, the Applications meet this Application Criterion.

**h. The Applications include adequate public safety, transportation, utility facilities and services, recreation facilities, parks, and schools to serve the proposed development.**

LDC Section 21-3241(3)(g) requires adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools are available to serve the subject property, while maintaining sufficient levels of service to existing development. The Applications include adequate public facilities for Parcel 1-F.

None of the referral agencies provided comments on the Applications indicating there were inadequate public safety facilities or services for Reunion Center Filing No. 1, Amendments 1 and 2. Also, during its review of the transportation facilities for the Applications, Public Works determined that the existing and proposed transportation facilities for Reunion

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<sup>14</sup> Subject to discussions between the City and relevant parties the streets will be owned and maintained by the Metro District or an Homeowner's association.

Center Filing No. 1, Amendments 1 and 2 are adequate. Finally, none of the referral agencies provided comments or concerns about the adequacy of the utility facilities proposed in the Applications for Reunion Center Filing No. 1, Amendments 1 and 2.

In addition to locations contained in the Amended Reunion PUD denoting where Oakwood intends to construct required parks, the Applications include an additional proposed 0.35-acre (6,600 square foot) private pocket park located at the intersection of Walden Street and E.105<sup>th</sup> Place within Reunion Center. Filing No. 1, Amendments 1 and 2 provides an additional park in this area where there is already existing park access. This park design varies from others within the development as it contains a rectilinear form with smaller breakout seating areas to attract and accommodate the needs of younger buyers who will likely be attracted to its urban design. A large turf area and climbing boulder have also been included for children who live near the park. An urban streetscape park will also be located adjacent to Homestead Trail. In addition, concrete seat walls and planting design create an environment where the public can sit and watch the activity along Homestead Trail. The Applications also propose a number of walking paths and sidewalks. Overall, the Applications include 30% open space, which exceeds the baseline requirement in the LDC and as confirmed by Staff in the Staff Report, all park dedications required by the PUD have been met and no further parks or fees in lieu are required.

In accordance with LDC Section 21-9200(3), the school district affected by the proposed development plan should at the earlier of a PUD Concept plan, PUD sketch plan or PUD zone document application indicate its preference for a land dedication or fee-in-lieu payment. The land dedication and fee-in-lieu payment requirements are described in LDC Section 21-9200(2). If a land dedication is desired by the school district, and Staff determines a land dedication is appropriate, subsection (3)(a) requires the developer to designate on the final plat the land that will be dedicated for future school use. If fees-in-lieu are determined to be the appropriate means of satisfying the school fee, such fees are paid to the City at the time of a final plat.

In the case of the Amended Reunion PUD, land dedication for school sites in Reunion was determined to be the appropriate means of satisfying the adequacy of schools requirement by 27J. Oakwood has met its land dedication requirements for school sites as shown on the Amended Reunion PUD for all sites, except one, as part of the approval process for previous subdivision applications. These Applications, however, do not include the remaining school site, nor do they contain any parcel designated for school use within the Amended Reunion PUD. Therefore, no dedication of land to 27J is necessary for approval of the Applications. In fact, 27J in several correspondences, including on April 23, 2025, confirmed that Oakwood has satisfied all land dedication requirements with previous school dedications of an elementary school site and therefore, no further dedications are needed for compliance of the Reunion Center Filing No. 1, Amendments 1 and 2 with the Approval Criteria.<sup>15</sup>

Oakwood also supports educational opportunities in 27J through the Reunion Community Foundation and participation in the 27J Capital Facilities Fee Foundation voluntary funding program. Attached is a letter from 27J outlining the land dedication, cash in lieu requirements,

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<sup>15</sup> Exhibit G-27J Letter Dated April 23, 2025

school attendance area and the Capital Facility Fee Foundation requirements.<sup>16 17</sup> According to the letter, the Capital Facility Fees through December 31, 2026 are set at \$1,014 for single family attached/detached homes and \$580 for condominiums/townhomes/multifamily residential uses. The Capital Facility Fees are automatically increased every two years in an amount equal to the cumulative percentage increase in the Engineering News-Record Index from the prior date the fees were adjusted. In addition, Oakwood also contributes to the Reunion Community Foundation to support the STEAD school and the Build Strong Foundation to support educational opportunities throughout Reunion.

The transportation facilities for the Applications were discussed above, and Public Works has determined based on its review of the Applications that the proposed transportation facilities for the Reunion Center Filing No. 1, Amendments 1 and 2 are adequate.

None of the referral agencies provided comments with concerns about the adequacy of the utility facilities proposed in the Applications for the Reunion Center Filing No. 1, Amendments 1 and 2.

Neither City staff nor the outside referral agencies to which the Applications were referred, identified any inadequate public services for the Reunion Center Filing No. 1, Amendments 1 and 2 community. Therefore, the Applications satisfy this Approval Criteria.

**i. A development agreement has been entered into between the City and Oakwood, which addresses the construction of all required public improvements associated with the Applications.**

LDC Section 21-3241(3)(h) requires that a development agreement between the City and the applicant be executed to address the construction of all required public improvements. The Developer's Agreement serves as the development agreement for all phases of development of Reunion as it governs Oakwood's obligations for the construction and financing of any necessary infrastructure improvements, dedications for rights-of-way and easements, and payment of fees and charges or dedication of land in lieu of cash payments, for all phases of the development of all property within Reunion, including the Reunion Center, Filing 1, Amendments 1 and 2 plats. Due to the City's request that Oakwood enter into an updated Developer's Agreement to bring the requirements for issuance of building permits and payments of impact fees, among other things, into conformance with current City processes, and in the interest of moving forward with the Applications, which bring the opportunity for additional commercial development in Reunion, Oakwood agreed to enter into separate development agreements with the City for the Applications, which meet the City's needs while acknowledging Oakwood's vested rights to develop Reunion in accordance with the Amended Reunion PUD and its rights under the Developer's Agreement. Accordingly, on October 23, 2025, Oakwood and the City entered into two standalone development agreements to address the construction of all necessary public improvements related

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<sup>16</sup> Exhibit F - Intentionally omitted.

<sup>17</sup>Exhibit G- 27J Letter

to the Applications. Copies of the Development Agreements are attached to this letter as Exhibit H.

LDC Section 21-3241(3)(i) requires, where applicable, that any proposed phasing plan for development of the subdivision is rational in terms of available infrastructure capacity. There is no phasing of development in these plats, therefore, this last criteria is not applicable and a phasing plan was not included in the Applications. Nevertheless, as noted above, sufficient transportation, drainage, and utility infrastructure capacity exists to serve the proposed subdivision.

Therefore, the Applications satisfy these Approval Criteria.

#### **IV. Conclusion**

As discussed above, the Applications meet or exceed each of the Approval Criteria. For the reasons discussed above, the DRT's conclusions, the Staff's findings in the Staff Report, and the Planning Commission's recommendation, Oakwood respectfully requests the City Council approve the Applications. Oakwood and I look forward to the public hearing on January 5, 2026 and answering any questions you may have at that time.

Very truly yours,

SPENCER FANE LLP

/s/ Michelle L. Berger

Michelle L. Berger

Enclosures

Cc: Randy Bauer, President, Land, Oakwood Homes



## EXHIBIT

# A

# MEMO

## Community Development

**To:** Honorable Mayor and Members of City Council

**From:** Nic Berry, Planner

**Subject:** Final Subdivision Plat – Reunion Center Filing 1 Amendment 1

**Date:** March 11, 2025

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**Case: S-762-20-21-25:**

**Oakwood Homes is requesting approval of the Reunion Center Filing No. 1 Amendment No. 1 final plat to create: 84 residential lots; five commercial lots; and 16 tracts for open space, utilities, drainage, and private right-of-way; and two tracts for future development. The subject property is approximately 35.55 acres, generally located between East 104th Avenue and Homestead Trail and between Walden Street and Tower Road, zoned PUD (Planned Unit Development).**

This proposed plat divides six existing tracts into 84 residential lots, five commercial lots, 16 landscaping tracts, and two tracts for future development. The subject property is within Planning Area 1-F of the Reunion PUD Zone Document, Amendment 5. Planning Area 1-F allows for a mix of residential and non-residential uses with a density of 5 to 40 dwelling units per acre. This filing is proposing a density of 8.5 Dwelling Units per acre. There is a Development Agreement for public improvements associated with this Final Plat.

The proposed final plat was reviewed by the Development Review Team (DRT) members including Planning, Engineering, Public Works, Economic Development, and other City Departments, as well as outside agencies such as the South Adams County Fire Department and South Adams County Water and Sanitation District. The proposed final plat was reviewed against all applicable standards and regulations.

Approval of a final plat does not impact zoning or the allowable uses within the zoning district. The final plat process creates legal boundaries for the lots, tracts, and rights of way. A final plat may be approved if the decision-making body finds that all of the approval criteria are satisfied

**Final Plat Approval Criteria, Section 21-3241(3):**

- (a) The subdivision is consistent with any approved rezoning, concept plan or PUD Zone Document;

**Analysis:** The proposed plat is consistent with the Reunion PUD Zone Document.

- (b) The subdivision is consistent with and implements the intent of the specific zoning district in which it is located;

**Analysis:** The final plat is consistent with the Reunion PUD zoning standards and will allow for the development of this property in a manner consistent with the PUD, surrounding area and the Land Development Code.

- (c) There is no evidence to suggest that the subdivision violates any state, federal, or local laws, regulations, or requirements;

**Analysis:** There is no evidence to suggest that the final plat will violate any state, federal, or local laws, regulations, or requirements.

- (d) The general layout of lots, roads, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, and otherwise accomplishes the purposes and intent of this land development code;

**Analysis:** The final plat is designed to implement the intent of the PUD and Land Development Code. The proposed development is logical and consistent with the overall pattern of development in the area. The proposal includes 2.97 acres of open space (approximately 30%) which exceeds the requirements of the Land Development Code.

- (e) The subdivision complies with all applicable city standards and does not unnecessarily create lots or patterns of lots that make compliance with such standards difficult or infeasible;

**Analysis:** The final plat is consistent with city standards and does not create lots or a layout that would make the implementation of any standards difficult.

- (f) The subdivision:

- i. Will not result in a substantial or undue adverse effect on adjacent properties, traffic conditions, parking, public improvements, either as they presently exist or as they may in the future exist as a result of the implementation of provisions and policies of the comprehensive plan, this land development code, or any other plan, program or ordinance adopted by the city; or
- ii. Any adverse effect has been or will be mitigated to the maximum extent feasible;

**Analysis:** The final plat contains elements of the surrounding area and will implement the Comprehensive Plan. No adverse impacts are expected for adjacent properties as a result of this plat.

- (g) Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools are available to serve the subject property, while maintaining sufficient levels of service to existing development;

**Analysis:** Adequate facilities and services exist in the area to serve this site. Site improvements dictated in the Development Agreement will further help to support the site.

- (h) A development agreement between the city and the applicant has been executed and addresses the construction of all required public improvements; and

**Analysis:** Development Agreement is required at this time and has been approved to form. Upon approval and recordation of the Final Plat, the City will sign and execute the Development Agreement.

- (i) As applicable, the proposed phasing plan for development of the subdivision is rational in terms of available infrastructure capacity.

**Analysis:** The phasing proposed with this plat allows for logical and fiscally responsible development of the site.

**Staff Recommendation:**

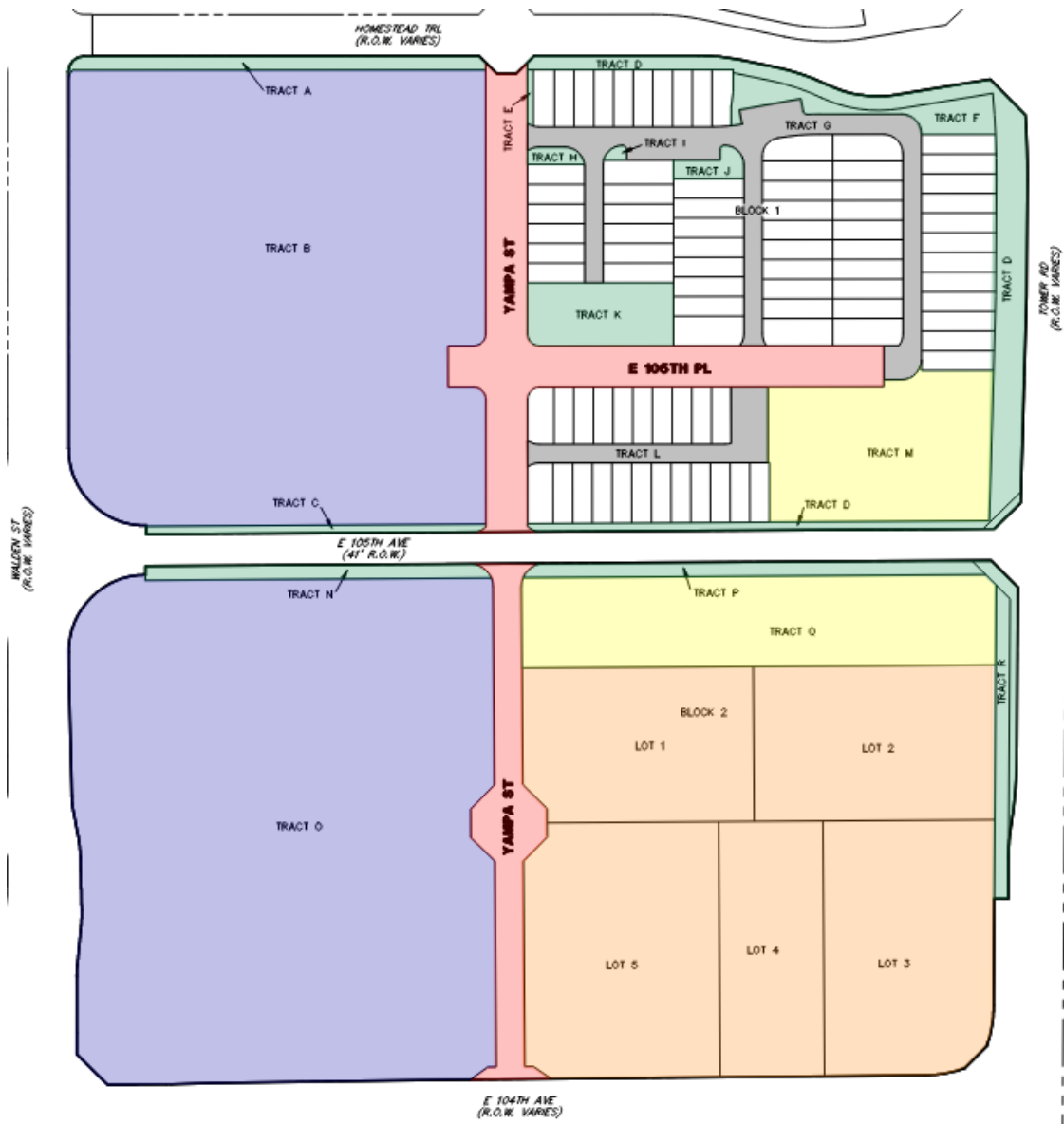
The Development Review Team (DRT) recommends approval of this plat. The deadline for comments is 5:00 p.m. on Monday March 24, 2025.

**Alternative(s):**

This final plat is eligible for administrative approval by the Community Development Director. The City Council may request that the plat be reviewed via a public hearing.

Figure 1: Plat Diagram

## Legend

Green – Landscape areaBlue- Tracts for future developmeRed- Right of way dedicationGrey- Private streetsYellow- Detention pondsOrange- Commercial lotsWhite- Residential lots



Plat Requirements			
Issue	Proposed	City Standard	Meets City Standard?
<b>Access</b>	Access to the site will be off East 104 <sup>th</sup> Avenue, Homestead Trail, Tower Road and Walden Street	Access is required to be provided via public street or other approved access	Yes
<b>Comprehensive Plan</b>	Mixed-Use	Mixed-Use	Yes
<b>Residential Lot Sizes</b>	1,883- 3,439square feet	N/A per PUD	Yes
<b>School Dedication</b>	Land Dedication satisfied by previous dedication of High School Site	Cash-in-lieu or land dedication	Yes
<b>Parks and Open Space</b>	\$630,168 (\$7,502 per unit)	Cash-in-lieu or land dedication	Yes
<b>Right-of-Way Dedications</b>	East 105 <sup>th</sup> Place and Yampa Street	ROW dedications provided as required and meet minimum ROW width for City standards	Yes
<b>Total Lots and Tracts</b>	89 lots and 18 tracts	N/A	Yes

**Financial Impact:** N/A

**Funding Source:** N/A

**Attachments:**

Vicinity Zoning Map  
Subdivision Plat

# REUNION CENTER FILING NO. 1, AMENDMENT NO. 1

A REPLAT OF TRACTS A, B, C, J, K AND L, REUNION CENTER FILING NO. 1,

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO

## LEGAL DESCRIPTION & DEDICATION STATEMENT

TRACTS A, B, C, J, K AND L, REUNION CENTER FILING NO. 1 RECORDED UNDER RECEPTION NO. 2020000123227 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, CONTAINING A CALCULATED AREA OF 1,548,862 SQUARE FEET OR 35.5570 ACRES.

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, TRACTS, BLOCKS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE REUNION CENTER FILING NO. 1, AMENDMENT NO. 1. THE UTILITY AND FIRE EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES, FIRE AGENCIES, AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY AND PUBLIC 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 HEREON ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF PRIVATE DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE DESIGN AND TECHNICAL CRITERIA MANUAL, AS AMENDED. THE UNDERSIGNED GRANTS THE CITY OF COMMERCE CITY A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE PRIVATE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY THE COMMERCE CITY MUNICIPAL CODE, AS AMENDED; AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY THE COMMERCE CITY MUNICIPAL CODE AS AMENDED, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH PRIVATE 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 CITY OF COMMERCE CITY, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES. PUBLIC DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE CITY. THE CITY IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF PUBLIC STORM SEWERS AND DRAINAGE FACILITIES.

DIBC BUFFALO HILLS RANCH, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS  
CITY OF \_\_\_\_\_ }

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, AD 20\_\_\_\_,

BY \_\_\_\_\_ AS \_\_\_\_\_ OF  
DIBC BUFFALO HILLS RANCH, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND SEAL:

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC

FFP-DIA, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS  
CITY OF \_\_\_\_\_ }

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, AD 20\_\_\_\_,

BY \_\_\_\_\_ AS \_\_\_\_\_ OF  
FFP-DIA, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND SEAL:

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC

CLAYTON PROPERTIES GROUP II, INC., A COLORADO CORPORATION

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

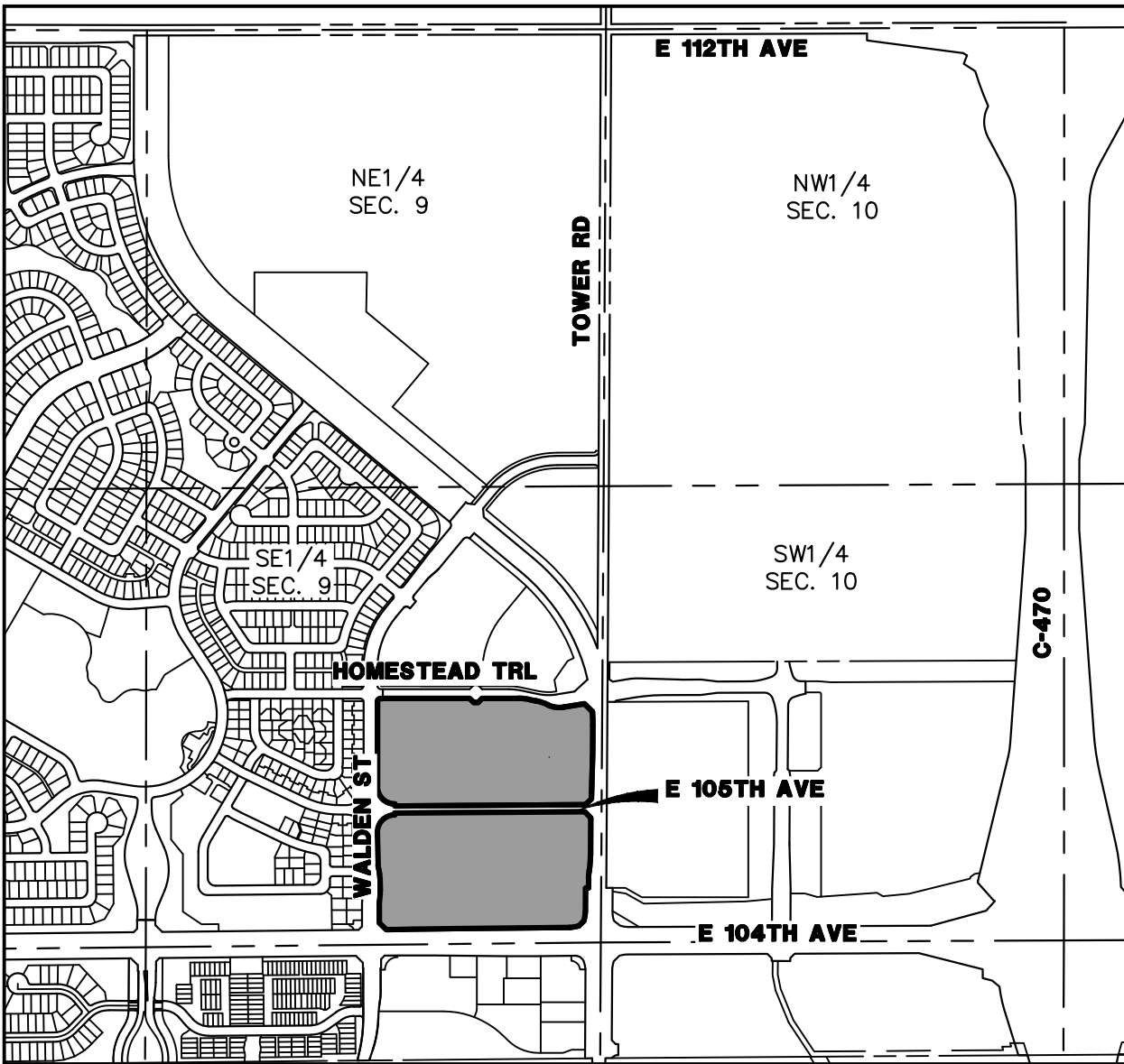
STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS  
CITY OF \_\_\_\_\_ }

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, AD 20\_\_\_\_,

BY \_\_\_\_\_ AS \_\_\_\_\_ OF  
CLAYTON PROPERTIES GROUP II, INC., A COLORADO CORPORATION.

WITNESS MY HAND AND SEAL:

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC



VICINITY MAP

SCALE: 1"=1000'

## TECHNICAL DATA:

LAND USE	NUMBER OF LOTS/PARCELS	ACRES	PERCENT OF PROJECT (ACRES)
RESIDENTIAL	84	4.2973	12.09%
COMMERCIAL	5	7.3674	20.72%
PUBLIC OPEN SPACE	0	0.0000	0.00%
RIGHT-OF-WAY	4	2.1743	6.11%
TRACTS	16	6.4613	18.17%
TRACTS -FUTURE DEVELOPMENT	2	15.2567	42.91%
GROSS ACRES:		35.5570	100.00%

## CONSENT BY LENDER

KNOW ALL MEN BY THESE PRESENTS THAT SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP ("MORTGAGEE"), BEING THE MORTGAGEE OF THAT CERTAIN MORTGAGE, SECURITY AGREEMENTS AND ASSIGNMENTS OF RENTS RECORDED AUGUST 21, 2017 AT INSTRUMENT NO. 2017000072560 AND 2017000072562 IN THE RECORDS OF THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO, AS THE SAME MAY HAVE BEEN AND HEREAFTER MAY BE AMENDED FROM TIME TO TIME (COLLECTIVELY, THE "MORTGAGE"), AND THE LENDER UNDER ANY AND ALL OTHER DOCUMENTS EXECUTED IN CONNECTION WITH THE LOAN EVIDENCED BY THE MORTGAGE, AS THE SAME MAY HAVE BEEN AND HEREAFTER MAY BE AMENDED FROM TIME TO TIME (COLLECTIVELY, THE "LOAN DOCUMENTS"), HEREBY CONSENTS TO, AND RATIFIES AND CONFIRMS, THIS PLAT, AND AGREES THAT THE RIGHT, TITLE, LIEN AND INTEREST OF MORTGAGEE IN AND TO THE PROPERTY AS SHOWN HEREON UNDER AND PURSUANT TO THE MORTGAGE AND THE LOAN DOCUMENTS SHALL BE, AND HEREBY ARE, SUBORDINATE TO THIS PLAT TO THE EFFECT THAT, IN THE EVENT THAT PURSUANT TO THE FORECLOSURE OF THE MORTGAGE OR ANY OF THE OTHER LOAN DOCUMENTS OR ANY CONVEYANCE IN LIEU THEREOF, MORTGAGEE OR ANY OTHER PARTY SHALL SUCCEED TO THE INTEREST OF THE OWNER OF THE PROPERTY SHOWN HEREON, OR ANY PORTION THEREOF, THEN MORTGAGEE OR OTHER SUCH PARTY SHALL RECOGNIZE AND BE BOUND BY THIS PLAT.

EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_,

SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

BY: \_\_\_\_\_

NAME: \_\_\_\_\_  
AUTHORIZED AGENT

BY: \_\_\_\_\_

NAME: \_\_\_\_\_  
AUTHORIZED AGENT

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS  
CITY OF \_\_\_\_\_ }

ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, AD 20\_\_\_\_,

BY \_\_\_\_\_ AS \_\_\_\_\_  
FOR SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP.

WITNESS MY HAND AND SEAL:

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC

## DISTRICT ACCEPTANCE OF TRACTS:

THE UNDERSIGNED HEREBY ACCEPTS THE CONVEYANCE OF TRACTS A, C, D, E, F, G, H, I, J, K, L, M, N, P, Q & R FOR OWNERSHIP AND MAINTENANCE RESPONSIBILITIES.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS  
CITY OF \_\_\_\_\_ }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, AD 20\_\_\_\_,

BY \_\_\_\_\_ AS \_\_\_\_\_ OF  
REUNION CENTER METROPOLITAN DISTRICT NO. 1.

WITNESS MY HAND AND SEAL:

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC

## SURVEYOR'S CERTIFICATE

I, DEREK LEE VAGIAS, A LICENSED LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THERE ARE NO ROADS, PIPELINES, IRRIGATION DITCHES, OR OTHER EASEMENTS IN EVIDENCE OR KNOWN BY ME TO EXIST ON OR ACROSS THE HEREIN BEFORE DESCRIBED PROPERTY EXCEPT AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT I HAVE PERFORMED THE SURVEY SHOWN HEREON, OR SUCH SURVEY WAS PREPARED UNDER MY DIRECT RESPONSIBILITY AND SUPERVISION, THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY, AND THAT ALL MONUMENTS EXIST AS SHOWN HEREIN.



DEREK LEE VAGIAS, LICENSED PROFESSIONAL LAND SURVEYOR  
COLORADO P.L.S. NO. 38578  
FOR AND ON BEHALF OF JR ENGINEERING, LLC  
7200 S. ALTON WAY, SUITE C400, CENTENNIAL, CO 80112

NOTICE:  
ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

NOTICE:  
PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

## CITY STAFF CERTIFICATE

APPROVED BY THE CITY ENGINEER OF THE CITY OF COMMERCE CITY THIS \_\_\_\_ DAY

OF \_\_\_\_\_, A.D. 20\_\_\_\_,

CITY ENGINEER: \_\_\_\_\_

APPROVED BY THE DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT OF THE CITY OF

COMMERCE CITY, THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_,

DIRECTOR, COMMUNITY DEVELOPMENT: \_\_\_\_\_

## ADAMS COUNTY CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, IN THE STATE OF COLORADO,

AT \_\_\_\_\_ M. ON THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_

COUNTY CLERK AND RECORDER

BY: \_\_\_\_\_

DEPUTY

RECEPTION NO. \_\_\_\_\_

REUNION CENTER FILING NO. 1, A1  
JOB NO. 14421.49  
MARCH 3, 2025  
SHEET 1 OF 13  
CASE NO. S-762-20-21



J-R ENGINEERING

A Westrian Company

Centennial 303-740-9393 • Colorado Springs 719-593-2593  
Fort Collins 970-491-9888 • www.jrengineering.com

# REUNION CENTER FILING NO. 1, AMENDMENT NO. 1

A REPLAT OF TRACTS A, B, C, J, K AND L, REUNION CENTER FILING NO. 1,

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO

GENERAL NOTES:

1. PER C.R.S. 18-04-508, ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR.

2. THIS LAND SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY JR ENGINEERING, LLC TO DETERMINE OWNERSHIP OF THIS TRACT, VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS, OR VERIFY EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY OR TITLE OF RECORD, JR ENGINEERING, LLC RELIED UPON TITLE COMMITMENT NO. ABC70644905, PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, DATED SEPTEMBER 29, 2020.

3. THE BASIS OF BEARINGS IS THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN MONUMENTED AT THE SOUTHEAST CORNER BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 25645" IN A RANGE BOX AND AT THE EAST QUARTER CORNER BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 23519" IN A RANGE BOX, BEARING N00°21'33"E PER CITY OF COMMERCE CITY CONTROL DIAGRAM RECORDED IN BOOK 1 AT PAGE 3776.

4. PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."

5. FLOODPLAIN NOTE: THIS SITE IS NOT WITHIN A DESIGNATED F.E.M.A. FLOODPLAIN (ZONE X - AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS DETERMINED BY THE FLOOD INSURANCE RATE MAP FOR ADAMS COUNTY, COLORADO, MAP NUMBER 08001CO344H, REVISED DATE MARCH 5, 2007.

6. THERE SHALL BE NO INTERFERENCE WITH THE ESTABLISHED LOT GRADING PLAN PURSUANT TO THE APPROVED CONSTRUCTION PLANS ON FILE WITH THE CITY ENGINEER. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTAINING THE LOT GRADING PLAN IN CONFORMANCE WITH THE APPROVED CONSTRUCTION PLANS. THE CITY OF COMMERCE CITY SHALL HAVE THE RIGHT TO ENTER SUCH AREA AND PERFORM THE NECESSARY WORK, THE COST OF WHICH, SAID OWNER, HEIRS, SUCCESSORS, AND ASSIGNS AGREES TO PAY UPON BILLING.

7. PUBLIC WATER AND SEWER ARE TO BE PROVIDED BY SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT.

8. NOTICE IS HEREBY GIVEN:

A. THE STORM WATER DETENTION AREA SHOWN HEREON SHALL BE CONSTRUCTED AND MAINTAINED BY THE OWNER AND THE SUBSEQUENT OWNERS, HEIRS, SUCCESSORS AND ASSIGNS. IN THE EVENT THAT SAID CONSTRUCTION AND MAINTENANCE IS NOT PERFORMED BY SAID OWNER, THE CITY OF COMMERCE CITY SHALL HAVE THE RIGHT TO ENTER SUCH AREA AND PERFORM THE NECESSARY WORK, THE COST OF WHICH, SAID OWNER, HEIRS, SUCCESSORS, AND ASSIGNS AGREES TO PAY UPON BILLING.

B. NO BUILDING OR STRUCTURE WILL BE CONSTRUCTED IN THE DETENTION AREA AND NO CHANGES OR ALTERATIONS AFFECTING THE HYDRAULIC CHARACTERISTICS OF THE DETENTION AREA WILL BE MADE WITHOUT THE APPROVAL OF THE CITY.

C. ANY CONSTRUCTION ACROSS AN EXISTING SUBDIVISION LOT LINE IS IN VIOLATION OF THE SUBDIVISION REGULATION OF THE CITY, EXCEPT AS HEREIN AUTHORIZED.

D. ANY DIVISION OF AN EXISTING LOT, OR CONVEYANCE OF PART OF AN EXISTING SUBDIVISION LOT, IS IN VIOLATION OF THIS ARTICLE UNLESS (1) APPROVED BY THE CITY OF COMMERCE CITY; OR (2) IS EXCEPTED FROM THE DEFINITION OF "SUBDIVISION" AS PROVIDED BY THE SUBDIVISION REGULATIONS.

E. THIS PLAT DOES NOT ESTABLISH WATER AVAILABILITY FOR THE SUBJECT PROPERTY. WATER AND WASTEWATER SERVICE IS PROVIDED BY THE SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT. INVESTIGATION OF THE CURRENT WATER AVAILABILITY FOR THE PROPERTY AND ACQUISITION OF ANY ADDITIONAL WATER REQUIRED FOR DEVELOPMENT OF THE PROPERTY SHALL BE THE SOLE RESPONSIBILITY OF THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS. DEVELOPMENT APPROVALS WILL NOT BE GRANTED WITHOUT PROOF OF WATER AVAILABILITY.

F. THIS SUBDIVISION IS PART OF THE REUNION PUD ZONE DOCUMENT, RECORDED UNDER RECEPTION NO. 2019000050788.

9. UTILITY EASEMENTS ARE DEDICATED TO THE CITY OF COMMERCE CITY FOR THE BENEFIT OF THE APPLICABLE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEVISION, CABLE, AND TELECOMMUNICATIONS FACILITIES (DRY UTILITIES). UTILITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. OTHER THAN FACILITIES OF THE SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT, PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEEES, INCLUDING, WITHOUT LIMITATION, VEGETATION. PUBLIC SERVICE COMPANY OF COLORADO (PSCO) AND ITS SUCCESSORS RESERVE THE RIGHT TO REQUIRE ADDITIONAL EASEMENTS AND TO REQUIRE THE PROPERTY OWNER TO GRANT PSCO AN EASEMENT ON ITS STANDARD FORM.

10. SIGHT DISTANCE EASEMENTS AS SHOWN HEREON ARE HEREBY GRANTED TO THE CITY OF COMMERCE CITY FOR SIGHT DISTANCE PURPOSES TOGETHER WITH THE FOLLOWING RESTRICTIONS OVER SAID EASEMENT: NO OBJECT WITHIN THE SIGHT DISTANCE EASEMENT SHALL BE MORE THAN TWENTY-FOUR (24) INCHES ABOVE THE ADJACENT GROUND, SUCH OBJECTS SHALL INCLUDE BUT ARE NOT LIMITED TO BUILDINGS, LANDSCAPING, AND UTILITY CABINETS. PARKING IS ALSO RESTRICTED WITHIN THE EASEMENT. TREES SHALL BE PRUNED SO THE LOWEST BRANCH IS NO LOWER THAN SIX FEET ABOVE THE ADJACENT GROUND AND FENCES SHALL BE NO HIGHER THAN 42" AND BE OF OPEN DESIGN.

11. PRIVATE STREETS: THE OWNER IS RESPONSIBLE FOR INSTALLATION OF ALL ROADWAY SIGNAGE, INCLUDING NO PARKING/FIRE LANE SIGNAGE, AS REQUIRED BY THE CITY PUBLIC WORKS DEPARTMENT AND FIRE DISTRICT. THE OWNER SHALL ALSO MAINTAIN SAID SIGNAGE.

12. TRACTS G AND L AS SHOWN HEREON ARE COMPRISED OF ALLEYS AND SHOULD BE CONSIDERED PUBLIC ACCESS, UTILITY, AND EMERGENCY ACCESS EASEMENTS IN THEIR ENTIRETY AND WILL BE OWNED AND MAINTAINED BY THE METROPOLITAN DISTRICT. PUBLIC STORM SEWER LOCATED WITHIN SAID TRACTS WILL BE OWNED AND MAINTAINED BY THE CITY OF COMMERCE CITY. OTHER UTILITIES WITHIN SAID TRACTS MAY INCLUDE POTABLE WATERLINES, NON-POTABLE WATERLINES, AND SANITARY SEWER LINES THAT WILL BE OWNED AND MAINTAINED BY SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT WITHIN AN EASEMENT BEING DEDICATED BY SEPARATE DOCUMENT.

13. 8' DRY UTILITY EASEMENTS ADJACENT TO COMMERCIAL LOT LINES WILL BE REQUIRED BY SEPARATE DOCUMENT PRIOR TO FINAL APPROVAL OF PUD PERMIT FOR EACH COMMERCIAL LOT.

14. HYDRANT AND METER LOCATIONS AND THEIR RESPECTIVE EASEMENTS ARE NOT FINAL AT THIS PLAT STAGE.

15. SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT (SACWSD) FACILITIES LOCATED OUTSIDE OF PUBLIC RIGHT-OF-WAYS WILL REQUIRE SACWSD EASEMENTS, EXECUTED BY SEPARATE DOCUMENT.

TRACT SUMMARY CHART

TRACT	AREA (SF)	AREA (AC)	OPEN SPACE (AC)	USE	OWNER	MAINTAINED BY
A	9,885	0.2269		OPEN SPACE, UTILITIES, DRAINAGE	METRO DISTRICT	METRO DISTRICT
B	314,212	7.2133		FUTURE DEVELOPMENT	OWNER	OWNER
C	4,588	0.1053		OPEN SPACE, UTILITIES, DRAINAGE	METRO DISTRICT	METRO DISTRICT
D	38,716	0.8888	0.8888	OPEN SPACE, UTILITIES, DRAINAGE	METRO DISTRICT	METRO DISTRICT
E	534	0.0123	0.0123	OPEN SPACE, UTILITIES, DRAINAGE	METRO DISTRICT	METRO DISTRICT
F	9,375	0.2152	0.2152	OPEN SPACE, UTILITIES, DRAINAGE	METRO DISTRICT	METRO DISTRICT
G	36,604	0.8403		ACCESS, UTILITIES, DRAINAGE	METRO DISTRICT	METRO DISTRICT
H	1,507	0.0346	0.0346	OPEN SPACE, UTILITIES, DRAINAGE	METRO DISTRICT	METRO DISTRICT
I	442	0.0101	0.0101	OPEN SPACE, UTILITIES, DRAINAGE	METRO DISTRICT	METRO DISTRICT
J	2,637	0.0605	0.0605	OPEN SPACE, UTILITIES, DRAINAGE	METRO DISTRICT	METRO DISTRICT
K	15,382	0.3531	0.3531	OPEN SPACE, UTILITIES, DRAINAGE	METRO DISTRICT	METRO DISTRICT
L	11,067	0.2541		ACCESS, UTILITIES, DRAINAGE	METRO DISTRICT	METRO DISTRICT
M	52,835	1.2129	1.2129	OPEN SPACE, UTILITIES, DRAINAGE	METRO DISTRICT	METRO DISTRICT
N	8,152	0.1871	0.1871	OPEN SPACE, UTILITIES, DRAINAGE	METRO DISTRICT	METRO DISTRICT
O	350,372	8.0434		FUTURE DEVELOPMENT	OWNER	OWNER
P	10,781	0.2475		OPEN SPACE, UTILITIES, DRAINAGE	METRO DISTRICT	METRO DISTRICT
Q	71,788	1.6480		OPEN SPACE, UTILITIES, DRAINAGE	METRO DISTRICT	METRO DISTRICT
R	7,159	0.1643		OPEN SPACE, UTILITIES, DRAINAGE	METRO DISTRICT	METRO DISTRICT
TOTAL OPEN SPACE			2.9747	METRO DISTRICT = REUNION CENTER METROPOLITAN DISTRICT NO. 1		
TOTAL TRACT AREA	946,036	21.7180				
TOTAL LOT AREA	508,114	11.6647				
TOTAL ROW AREA	94,712	2.1743				
TOTAL SITE AREA	1,548,862	35.5570				

THIS SUBDIVISION PLAT CONTAINS 89 LOTS AND 18 TRACTS.

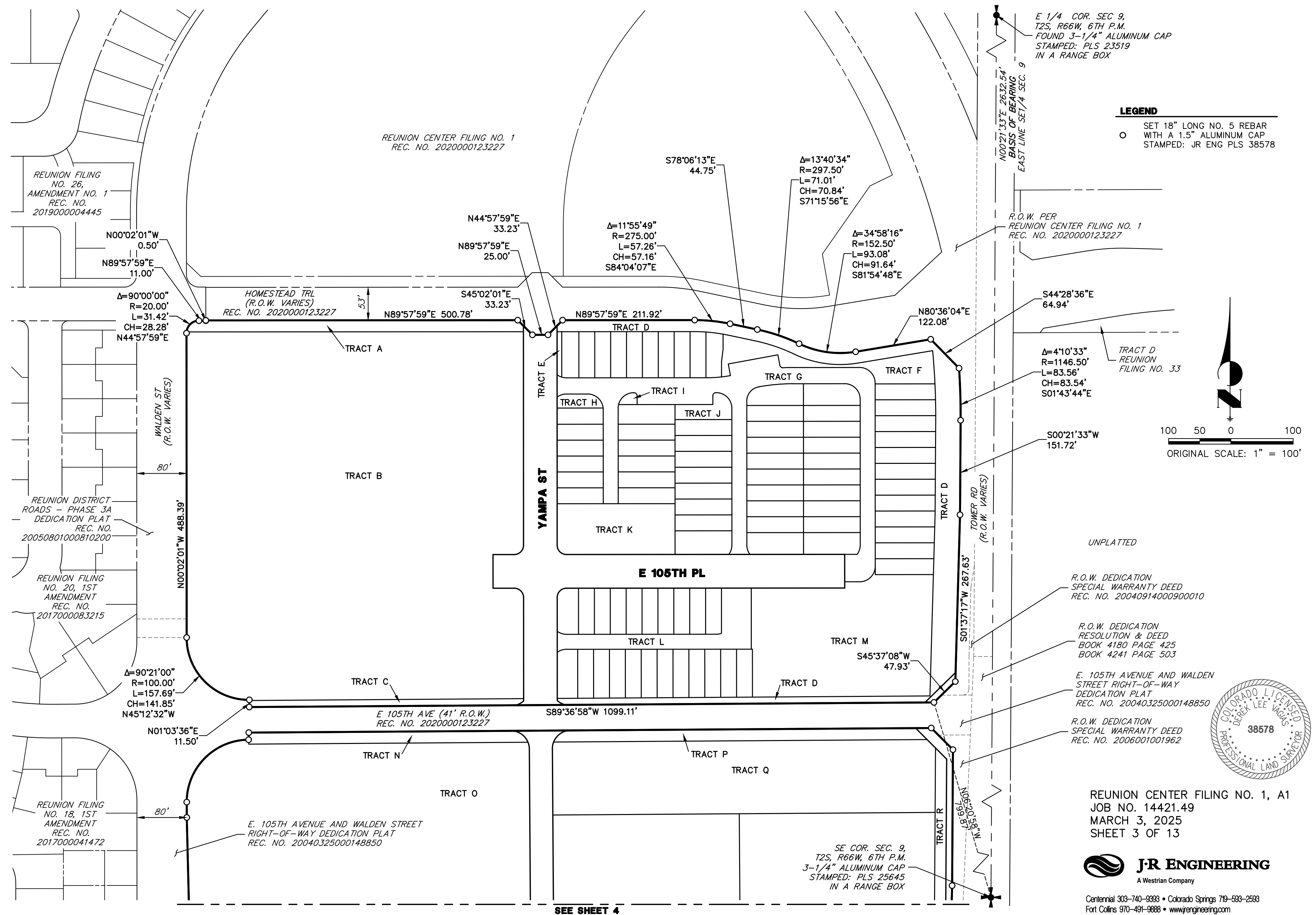


REUNION CENTER FILING NO. 1, A1  
JOB NO. 14421.49  
MARCH 3, 2025  
SHEET 2 OF 13



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**A REPLAT OF TRACTS A, B, C, J, K AND L, REUNION CENTER FILING NO. 1,  
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO**



**A REPLAT OF TRACTS A, B, C, J, K AND L, REUNION CENTER FILING NO. 1,  
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO**

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	
C1	18°35'23"	161.50'	52.40'	S80°06'23"W	52.17'
C2	5°28'28"	136.00'	12.99'	N02°42'12"E	12.99'
C3	6°50'34"	164.00'	19.59'	N02°01'09"E	19.57'
C4	9°05'31"	164.00'	26.02'	N05°56'53"W	26.00'
C5	9°05'31"	136.00'	21.58'	N05°56'53"W	21.56'
C6	18°56'56"	161.50'	53.41'	S09°28'28"W	53.17'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°02'01"W	27.71'
L2	N00°02'01"W	73.98'
L3	N05°26'26"E	53.19'
L4	N01°24'08"W	68.38'
L5	N10°29'39"W	33.10'
L6	N01°24'08"W	161.35'
L7	N00°02'01"W	24.69'
L8	N90°00'00"W	18.00'
L9	S00°21'33"W	138.32'

E 1/4 COR. SEC 9,  
T2S, R66W, 6TH P.M.  
— FOUND 3-1/4" ALUMINUM CAP  
STAMPED: PLS 23519  
IN A RANGE BOX

UNPLATTED

R.O.W. DEDICATION  
— SPECIAL WARRANTY DEED  
REC. NO. 20040914000900010


R.O.W. DEDICATION  
RESOLUTION & DEED  
BOOK 4180 PAGE 425  
BOOK 4241 PAGE 503

E. 105TH AVENUE AND WALDEN  
STREET RIGHT-OF-WAY  
DEDICATION PLAT  
REC. NO. 20040325000148850

R.O.W. DEDICATION  
- SPECIAL WARRANTY DEED  
REC. NO. 2006001001962

$\Delta = 8^{\circ}32'57''$   
 $R = 599.50'$   
 $L = 89.45'$   
 $CH = 89.37'$   
 $S 04^{\circ}38'01'' W$

100 50 0 100



ORIGINAL SCALE: 1" = 100'

UNPLATTED

TRACT D  
REUNION  
FILING NO. 33

R.O.W. DEDICATED IN  
REUNION FILING NO. 33  
REC. NO. 2007000004156

TRACT B  
REUNION  
FILING NO. 33

SE COR. SEC. 9,  
T2S, R66W, 6TH P.M.  
3-1/4" ALUMINUM CAP  
STAMPED: PLS 25645  
IN A RANGE BOX

REUNION CENTER FILING NO. 1, A1  
JOB NO. 14421.49  
MARCH 3, 2025  
SHEET 4 OF 13


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A circular seal for a Professional Land Surveyor. The outer ring contains the text "COLORADO LICENSE" at the top and "PROFESSIONAL LAND SURVEYOR" at the bottom, separated by dots. Inside the ring, the name "DEREK LEE VAGAS" is written in an arc, and the license number "38578" is in the center.

REUNION DISTRICT -  
ROADS - PHASE 3A  
DEDICATION PLAT -  
REC. NO.  
20050801000810200

REUNION FILING  
NO. 20, 1ST  
AMENDMENT  
REC. NO.  
2017000083215

$\Delta = 89^{\circ}39'00''$   
 $R = 100.00'$   
 $L = 156.47'$   
 $CH = 140.99'$   
 $N44^{\circ}47'28''E$

REUNION FILING  
NO. 18, 1ST  
AMENDMENT  
REC. NO.  
2017000041472

REUNION FILING NO. 18,  
1ST AMENDMENT  
REC. NO. 2017000041472 -

## LEGEND

○ SET 18" LONG NO. 5 REBAR  
WITH A 1.5" ALUMINUM CAP  
STAMPED: JR ENG PLS 38578

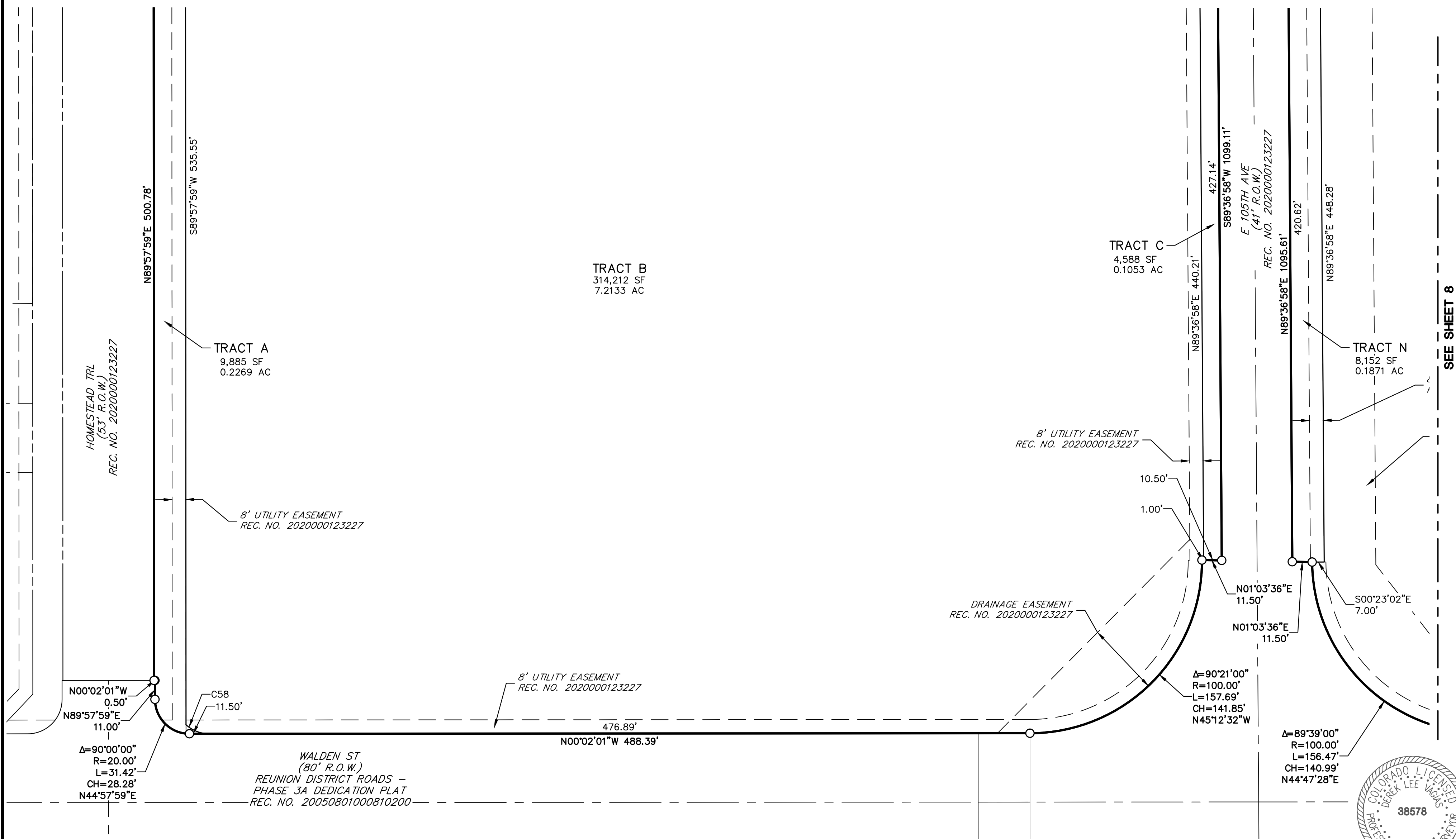


# REUNION CENTER FILING NO. 1, AMENDMENT NO. 1

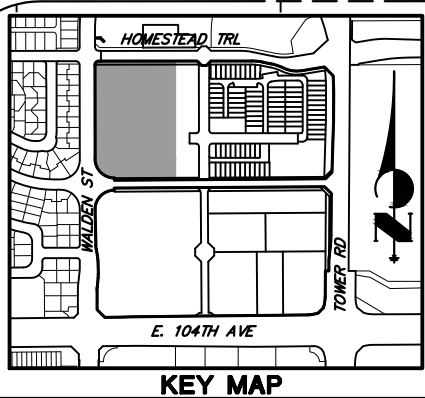
A REPLAT OF TRACTS A, B, C, J, K AND L, REUNION CENTER FILING NO. 1,

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO

SEE SHEET 6



SEE SHEET 8

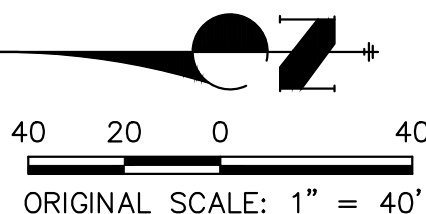


## LEGEND

- A.E. ACCESS & UTILITY EASEMENT/FIRE LANE
- U.E. UTILITY EASEMENT
- T.U.E. TRANSPORTATION & UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- S.D.E. SIGHT DISTANCE EASEMENT
- SACWSD SOUTH ADAMS COUNTY WATER & SANITATION DISTRICT EASEMENT BY SEPARATE DOCUMENT

- W.E. WATER EASEMENT
- S.E. SANITARY SEWER EASEMENT
- ① BLOCK NUMBER
- SET 18" LONG NO. 5 REBAR WITH A 1.5" ALUMINUM CAP STAMPED JR ENG PLS 38578

NOTES:  
SEE SHEET 11 FOR LINE AND CURVE TABLES.  
SEE SHEET 12 FOR LOT AREA TABLE.  
SEE SHEET 2 FOR TRACT AREA TABLE.



REUNION CENTER FILING NO. 1, A1  
JOB NO. 14421.49  
MARCH 3, 2025  
SHEET 5 OF 13

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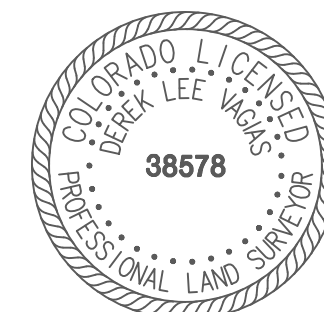


**A REPLAT OF TRACTS A, B, C, J, K AND L, REUNIÓN CENTER FILING NO. 1,**

**SEE SHEET 7**



NOTES:  
SEE SHEET 11 FOR LINE AND CURVE TABLES.  
SEE SHEET 12 FOR LOT AREA TABLE.  
SEE SHEET 2 FOR TRACT AREA TABLE.

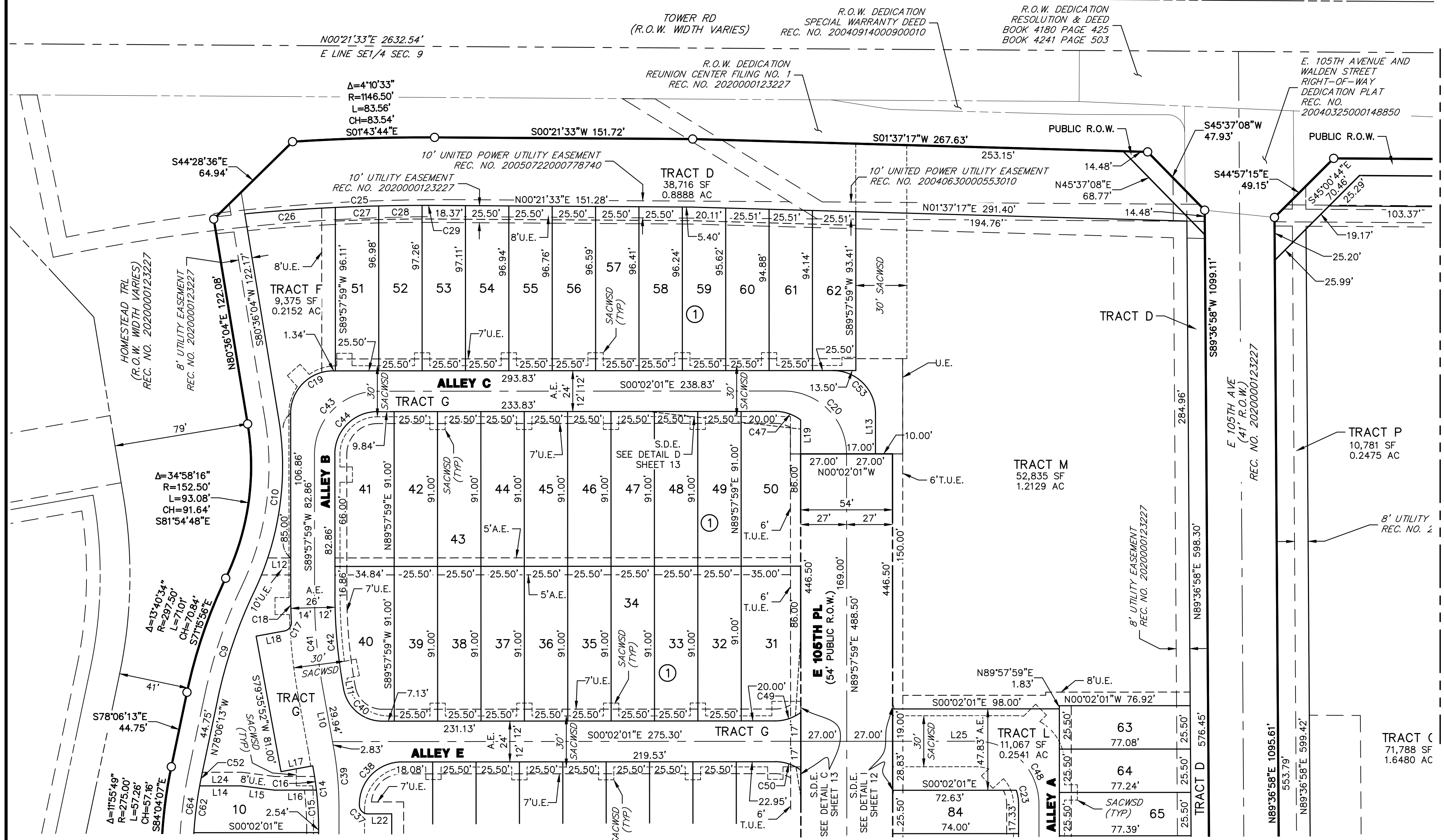


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# REUNION CENTER FILING NO. 1, AMENDMENT NO. 1

A REPLAT OF TRACTS A, B, C, J, K AND L, REUNION CENTER FILING NO. 1,

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO



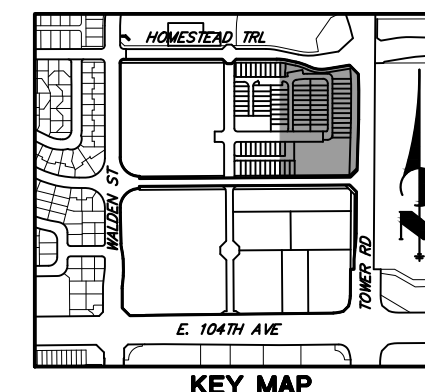
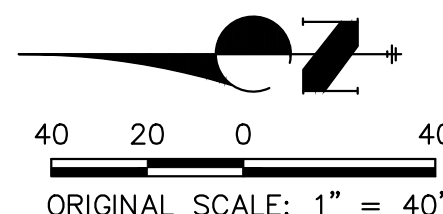
## LEGEND

A.E. ACCESS & UTILITY EASEMENT/FIRE LANE  
U.E. UTILITY EASEMENT  
T.U.E. TRANSPORTATION & UTILITY EASEMENT  
D.E. DRAINAGE EASEMENT  
S.D.E. SIGHT DISTANCE EASEMENT  
SACWSD SOUTH ADAMS COUNTY WATER & SANITATION DISTRICT EASEMENT BY SEPARATE DOCUMENT

W.E. WATER EASEMENT  
S.E. SANITARY SEWER EASEMENT  
① BLOCK NUMBER  
○ SET 18" LONG NO. 5 REBAR WITH A 1.5" ALUMINUM CAP STAMPED JR ENG PLS 38578

NOTES:  
SEE SHEET 11 FOR LINE AND CURVE TABLES.  
SEE SHEET 12 FOR LOT AREA TABLE.  
SEE SHEET 2 FOR TRACT AREA TABLE.

SEE SHEET 6



REUNION CENTER FILING NO. 1, A1  
JOB NO. 14421.49  
MARCH 3, 2025  
SHEET 7 OF 13

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SEE SHEET 10

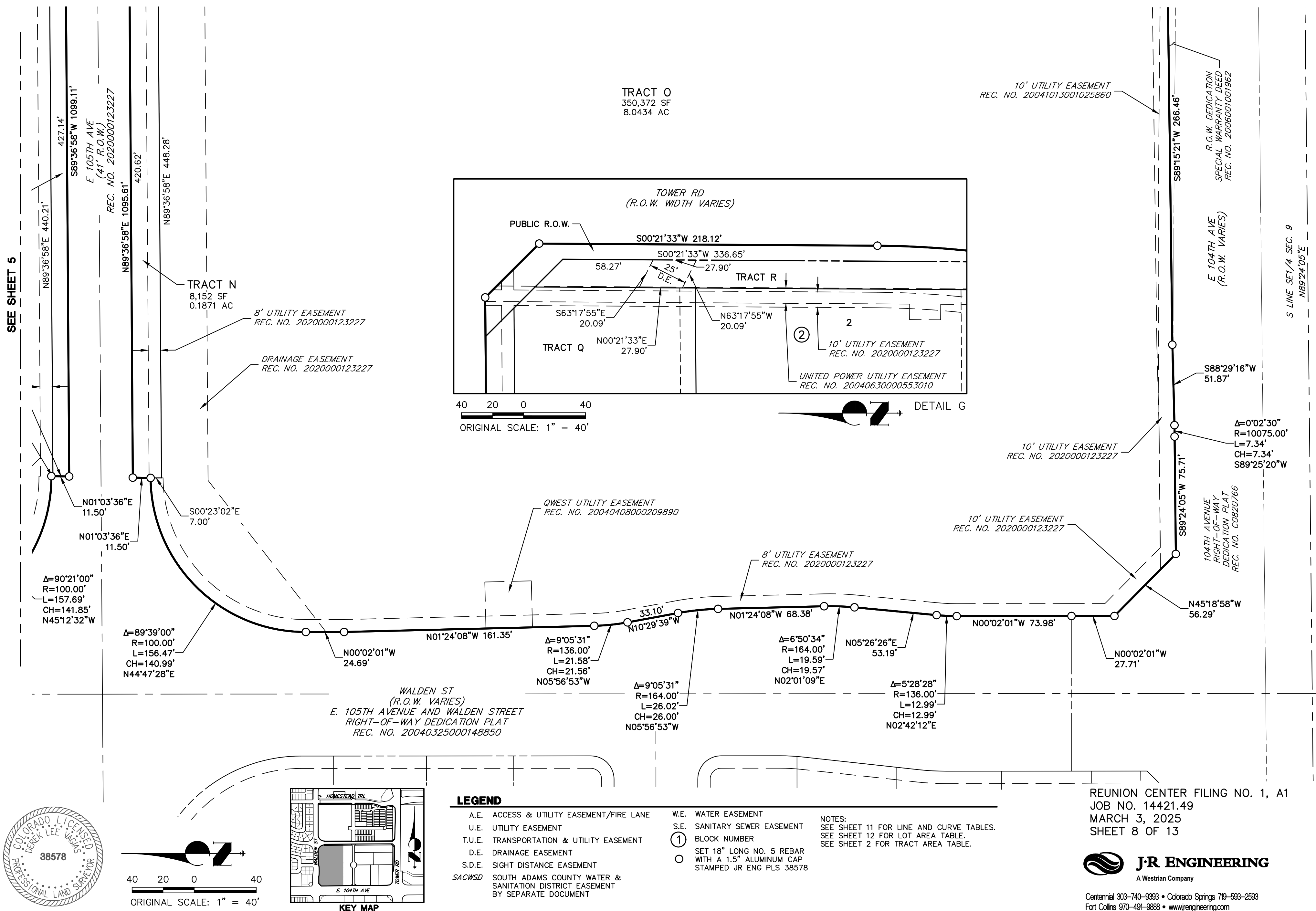


# REUNION CENTER FILING NO. 1, AMENDMENT NO. 1

A REPLAT OF TRACTS A, B, C, J, K AND L, REUNION CENTER FILING NO. 1,

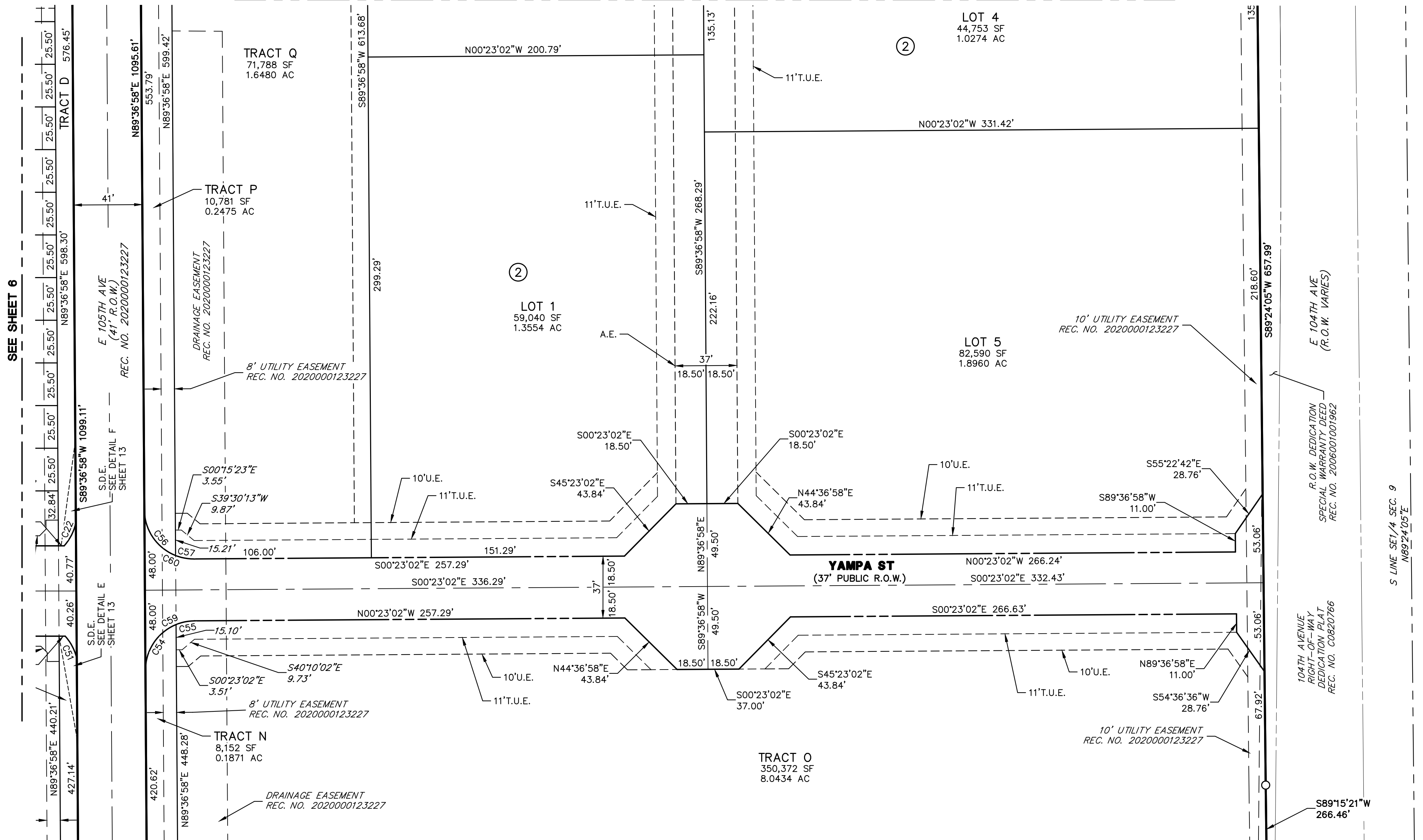
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO

SEE SHEET 9



**A REPLAT OF TRACTS A, B, C, J, K AND L, REUNIÓN CENTER FILING NO. 1,  
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO**

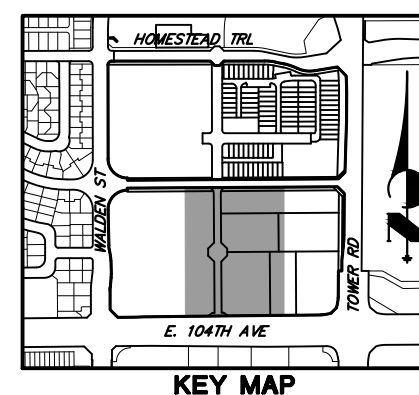
**SEE SHEET 10**



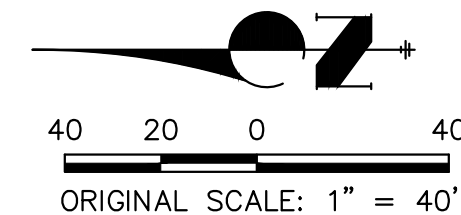
## LEGEND

- |         |  |      |  |
|---------|--|------|--|
| A.E.    | ACCESS & UTILITY EASEMENT/FIRE LANE  | W.E. | WATER EASEMENT   |
| U.E.    | UTILITY EASEMENT   | S.E. | SANITARY SEWER EASEMENT  |
| T.U.E.  | TRANSPORTATION & UTILITY EASEMENT  | ①    | BLOCK NUMBER   |
| D.E.    | DRAINAGE EASEMENT  | ○    | SET 18" LONG NO. 5 REBAR<br>WITH A 1.5" ALUMINUM CAP<br>STAMPED JR ENG PLS 38578 |
| S.D.E.  | SIGHT DISTANCE EASEMENT  |      |  |
| SACWS D | SOUTH ADAMS COUNTY WATER &<br>SANITATION DISTRICT EASEMENT<br>BY SEPARATE DOCUMENT |      |  |

NOTES:  
SEE SHEET 11 FOR LINE AND CURVE TABLES.  
SEE SHEET 12 FOR LOT AREA TABLE.  
SEE SHEET 2 FOR TRACT AREA TABLE.



**SEE SHEET 8**



REUNION CENTER FILING NO. 1, A1  
JOB NO. 14421.49  
MARCH 3, 2025  
SHEET 9 OF 13

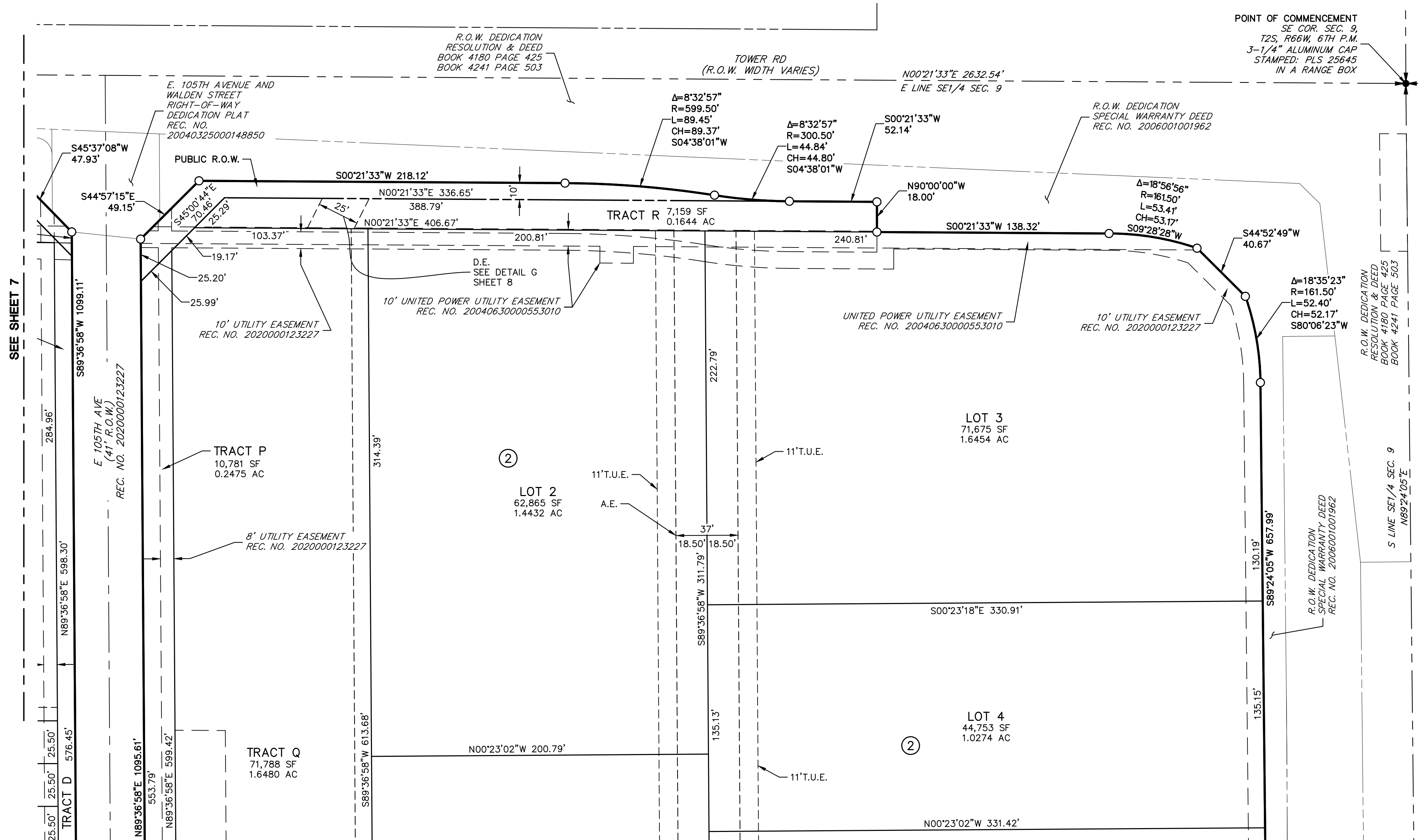


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# REUNION CENTER FILING NO. 1, AMENDMENT NO. 1

A REPLAT OF TRACTS A, B, C, J, K AND L, REUNION CENTER FILING NO. 1,

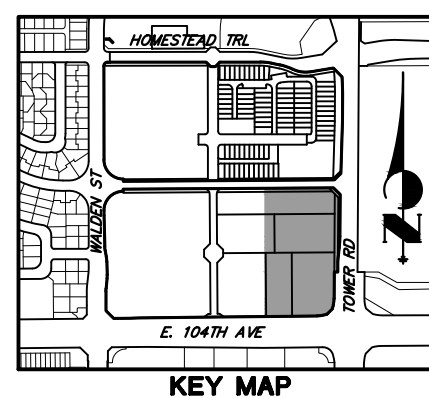
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO



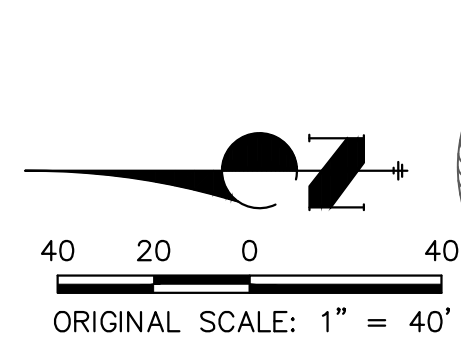
## LEGEND

- |   |  |
|---|--|
| A.E. ACCESS & UTILITY EASEMENT/FIRE LANE  | W.E. WATER EASEMENT  |
| U.E. UTILITY EASEMENT   | S.E. SANITARY SEWER EASEMENT   |
| T.U.E. TRANSPORTATION & UTILITY EASEMENT  | ① BLOCK NUMBER   |
| D.E. DRAINAGE EASEMENT  | ○ SET 18" LONG NO. 5 REBAR WITH A 1.5" ALUMINUM CAP STAMPED JR ENG PLS 38578 |
| S.D.E. SIGHT DISTANCE EASEMENT  |  |
| SACWSD SOUTH ADAMS COUNTY WATER & SANITATION DISTRICT EASEMENT BY SEPARATE DOCUMENT |  |

NOTES:  
SEE SHEET 11 FOR LINE AND CURVE TABLES.  
SEE SHEET 12 FOR LOT AREA TABLE.  
SEE SHEET 2 FOR TRACT AREA TABLE.



SEE SHEET 9



REUNION CENTER FILING NO. 1, A1  
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MARCH 3, 2025  
SHEET 10 OF 13



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REUNION CENTER FILING NO. 1, AMENDMENT NO. 1

A REPLAT OF TRACTS A, B, C, J, K AND L, REUNION CENTER FILING NO. 1,

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	
C9	13°40'34"	279.00'	66.59'	N71°15'56"W	66.44'
C10	34°58'16"	171.00'	104.37'	S81°54'48"E	102.76'
C11	36°52'12"	25.00'	16.09'	S71°35'56"E	15.81'
C12	19°24'44"	25.00'	8.47'	S62°52'12"E	8.43'
C13	17°27'27"	25.00'	7.62'	S81°18'18"E	7.59'
C14	10°35'00"	200.00'	36.94'	N84°40'29"E	36.89'
C15	6°26'55"	200.00'	22.51'	N86°44'31"E	22.50'
C16	4°08'04"	200.00'	14.43'	N81°27'01"E	14.43'
C17	82°24'17"	5.00'	7.19'	S51°36'08"E	6.59'
C18	2°46'15"	329.00'	15.91'	S88°34'51"W	15.91'
C19	90°00'00"	25.00'	39.27'	N45°02'01"W	35.36'
C20	90°00'00"	37.00'	58.12'	N44°57'59"E	52.33'
C21	36°52'12"	25.00'	16.09'	S71°35'56"E	15.81'
C22	29°49'43"	30.00'	15.62'	S63°08'16"E	15.44'
C23	19°05'05"	25.00'	8.33'	N80°25'26"E	8.29'
C24	90°00'00"	5.00'	7.85'	N45°02'01"W	7.07'
C25	5°46'27"	1106.50'	111.51'	N02°31'40"W	111.46'
C26	2°45'47"	1106.50'	53.36'	N04°02'00"W	53.36'
C27	1°19'16"	1106.50'	25.52'	N01°59'28"W	25.51'
C28	1°19'14"	1106.50'	25.50'	N00°40'13"W	25.50'
C29	0°22'09"	1106.50'	7.13'	N00°10'28"E	7.13'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	
C30	36°52'12"	25.00'	16.09'	S71°31'53"W	15.81'
C31	90°00'00"	25.00'	39.27'	N45°02'01"W	35.36'
C32	84°15'39"	25.00'	36.77'	N47°54'12"W	33.54'
C33	5°44'21"	25.00'	2.50'	N02°54'12"W	2.50'
C34	90°00'00"	25.00'	39.27'	S44°57'59"W	35.36'
C35	13°53'12"	25.00'	6.06'	S06°54'34"W	6.04'
C36	76°06'48"	25.00'	33.21'	S51°54'34"W	30.82'
C37	88°33'39"	5.00'	7.73'	S44°14'48"W	6.98'
C38	91°26'21"	25.00'	39.90'	N45°45'12"W	35.80'
C39	10°21'59"	200.00'	36.19'	N84°46'59"E	36.14'
C40	79°38'01"	23.00'	31.97'	S39°46'59"W	29.46'
C41	10°21'59"	315.00'	56.99'	S84°46'59"W	56.91'
C42	10°21'59"	303.00'	54.82'	S84°46'59"W	54.75'
C43	90°00'00"	37.00'	58.12'	N45°02'01"W	52.33'
C44	90°00'00"	25.00'	39.27'	N45°02'01"W	35.36'
C45	90°00'00"	15.00'	23.56'	S45°02'01"E	21.21'
C46	90°00'00"	15.00'	23.56'	S44°57'59"W	21.21'
C47	36°52'12"	25.00'	16.09'	N18°24'04"E	15.81'
C48	90°00'00"	37.00'	58.12'	N44°57'59"E	52.33'
C49	36°52'12"	25.00'	16.09'	S18°28'07"E	15.81'
C50	36°52'12"	25.00'	16.09'	N18°24'04"E	15.81'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	
C51	28°49'58"	30.00'	15.10'	N62°34'21"E	14.94'
C52	1°41'16"	256.50'	7.56'	N78°56'51"W	7.56'
C53	90°00'03"	25.00'	39.27'	N44°57'59"E	35.36'
C54	68°06'24"	29.50'	35.07'	N56°19'50"W	33.04'
C55	21°53'36"	29.50'	11.27'	N11°19'50"W	11.20'
C56	68°06'24"	29.50'	35.07'	S55°33'46"W	33.04'
C57	21°53'36"	29.50'	11.27'	S10°33'46"W	11.20'
C58	42°27'15"	20.00'	14.82'	S21°11'36"W	14.48'
C59	68°06'24"	29.50'	35.07'	N56°19'50"W	33.04'
C60	68°06'24"	29.50'	35.07'	S55°33'46"W	33.04'
C61	36°52'12"	25.00'	16.09'	S71°31'53"W	15.81'
C62	6°11'54"	256.50'	27.75'	N82°53'26"W	27.73'
C63	4°02'39"	256.50'	18.10'	N88°00'42"W	18.10'
C64	11°55'48"	256.50'	53.41'	N84°04'07"W	53.31'

LINE TABLE		
LINE	BEARING	DISTANCE
L10	S79°36'00"W	32.78'
L11	S79°36'00"W	0.76'
L12	N00°02'01"W	13.49'
L13	N89°57'59"E	24.00'
L14	S00°00'42"W	24.37'
L15	S07°15'22"W	19.70'
L16	S00°02'01"E	24.73'
L17	S10°24'00"E	19.00'
L18	N10°24'00"W	16.93'
L19	N89°57'59"E	20.00'
L20	N89°57'59"E	0.50'
L21	S00°02'01"E	14.00'
L22	N00°02'01"W	13.99'
L23	N89°57'59"E	7.41'
L24	S00°00'42"W	24.37'
L25	N00°02'01"W	49.00'



REUNION CENTER FILING NO. 1, A1  
JOB NO. 14421.49  
MARCH 3, 2025  
SHEET 11 OF 13



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REUNION CENTER FILING NO. 1, AMENDMENT NO. 1

A REPLAT OF TRACTS A, B, C, J, K AND L, REUNION CENTER FILING NO. 1,

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO

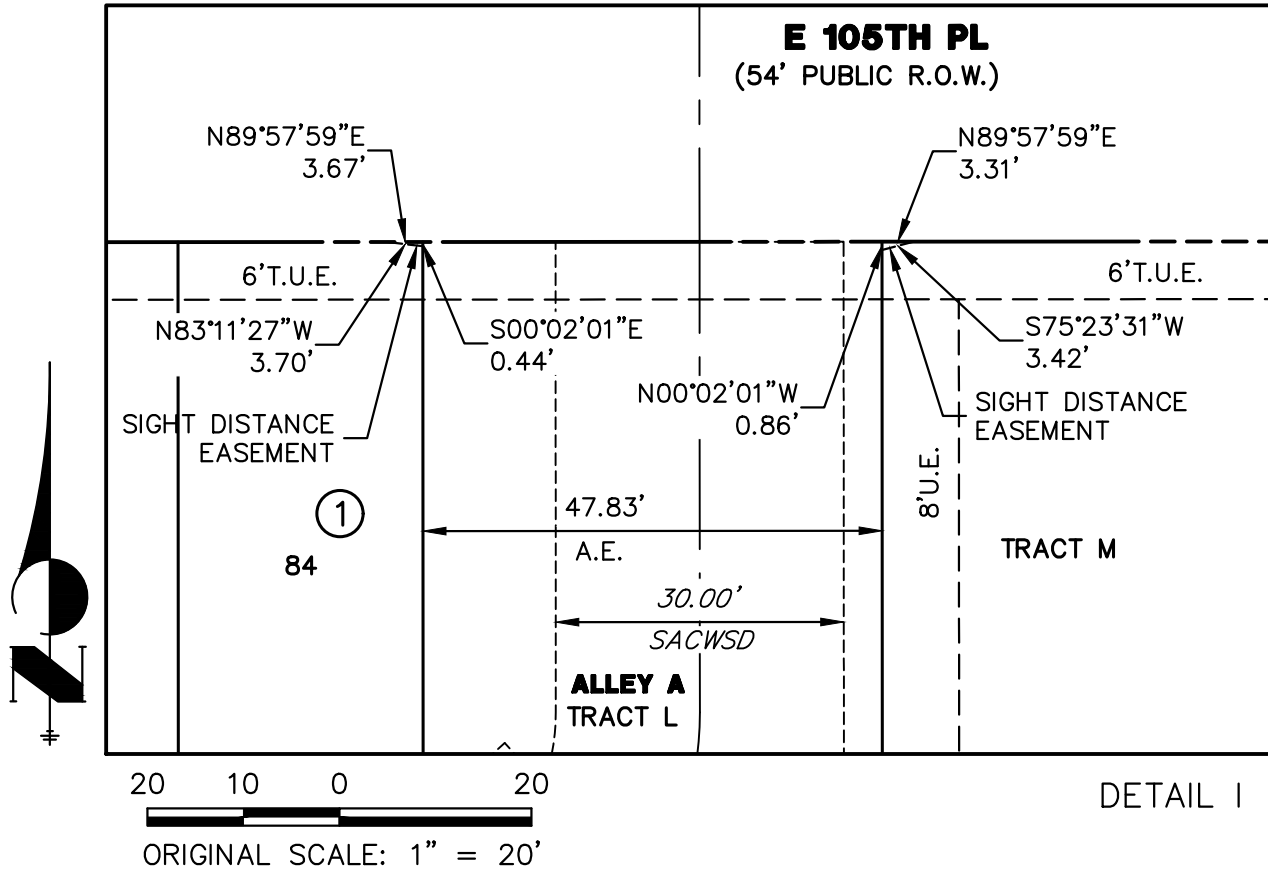
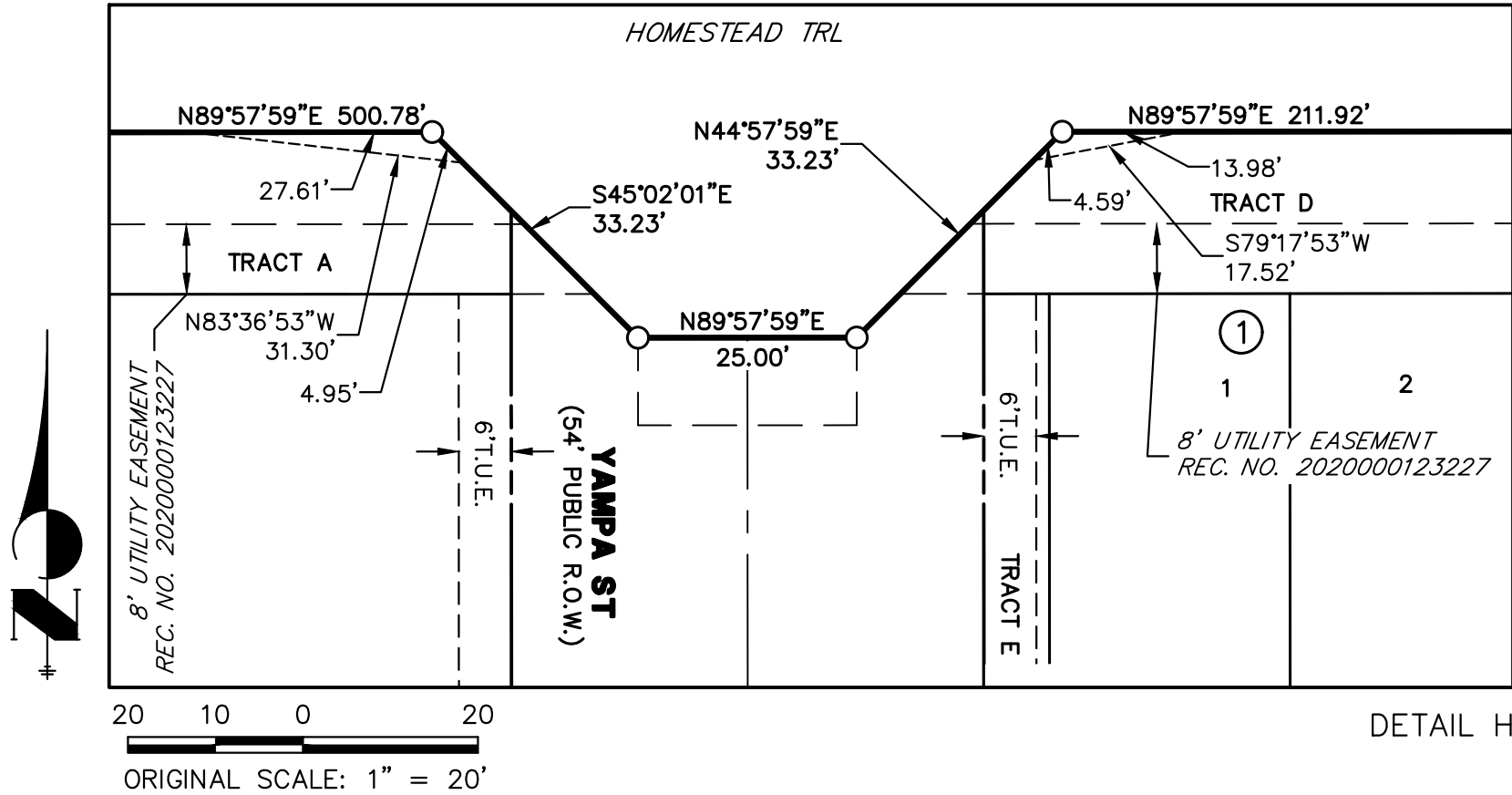
LOT AREA TABLE			
BLOCK	LOT	SQUARE FEET	ACRES
1	1	2,032	0.0467
1	2	1,887	0.0433
1	3	1,887	0.0433
1	4	1,887	0.0433
1	5	1,887	0.0433
1	6	1,887	0.0433
1	7	1,887	0.0433
1	8	1,887	0.0433
1	9	1,883	0.0432
1	10	1,878	0.0431
1	11	1,924	0.0442
1	12	1,887	0.0433
1	13	1,887	0.0433
1	14	1,887	0.0433
1	15	1,887	0.0433
1	16	1,887	0.0433
1	17	2,327	0.0534
1	18	2,327	0.0534
1	19	2,327	0.0534
1	20	2,327	0.0534
1	21	2,327	0.0534

LOT AREA TABLE			
BLOCK	LOT	SQUARE FEET	ACRES
1	22	2,873	0.0660
1	23	2,327	0.0534
1	24	2,327	0.0534
1	25	2,327	0.0534
1	26	2,327	0.0534
1	27	2,327	0.0534
1	28	2,327	0.0534
1	29	2,327	0.0534
1	30	3,439	0.0789
1	31	3,161	0.0726
1	32	2,321	0.0533
1	33	2,321	0.0533
1	34	2,321	0.0533
1	35	2,321	0.0533
1	36	2,321	0.0533
1	37	2,321	0.0533
1	38	2,321	0.0533
1	39	2,321	0.0533
1	40	2,875	0.0660
1	41	3,036	0.0697
1	42	2,321	0.0533

LOT AREA TABLE			
BLOCK	LOT	SQUARE FEET	ACRES
1	43	2,321	0.0533
1	44	2,321	0.0533
1	45	2,321	0.0533
1	46	2,321	0.0533
1	47	2,321	0.0533
1	48	2,320	0.0533
1	49	2,321	0.0533
1	50	3,161	0.0726
1	51	2,463	0.0565
1	52	2,478	0.0569
1	53	2,478	0.0569
1	54	2,474	0.0568
1	55	2,470	0.0567
1	56	2,465	0.0566
1	57	2,461	0.0565
1	58	2,456	0.0564
1	59	2,447	0.0562
1	60	2,429	0.0558
1	61	2,410	0.0553
1	62	2,391	0.0549
1	63	1,964	0.0451

LOT AREA TABLE			
BLOCK	LOT	SQUARE FEET	ACRES
1	64	1,968	0.0452
1	65	1,971	0.0453
1	66	1,975	0.0454
1	67	1,979	0.0454
1	68	1,983	0.0455
1	69	1,987	0.0456
1	70	1,991	0.0457
1	71	1,995	0.0458
1	72	1,999	0.0459
1	73	2,003	0.0460
1	74	2,561	0.0588
1	75	2,457	0.0564
1	76	1,887	0.0433
1	77	1,887	0.0433
1	78	1,887	0.0433
1	79	1,887	0.0433
1	80	1,887	0.0433
1	81	1,887	0.0433
1	82	1,887	0.0433
1	83	1,887	0.0433
1	84	1,883	0.0432

LOT AREA TABLE			
BLOCK	LOT	SQUARE FEET	ACRES
2	1	59,040	1.3554
2	2	62,865	1.4432
2	3	71,675	1.6454
2	4	44,753	1.0274
2	5	82,590	1.8960



LEGEND

A.E. ACCESS & UTILITY EASEMENT/FIRE LANE  
U.E. UTILITY EASEMENT  
T.U.E. TRANSPORTATION & UTILITY EASEMENT  
D.E. DRAINAGE EASEMENT  
S.D.E. SIGHT DISTANCE EASEMENT  
SACWSD SOUTH ADAMS COUNTY WATER & SANITATION DISTRICT EASEMENT BY SEPARATE DOCUMENT

W.E. WATER EASEMENT  
S.E. SANITARY SEWER EASEMENT  
① BLOCK NUMBER  
○ SET 18" LONG NO. 5 REBAR WITH A 1.5" ALUMINUM CAP STAMPED JR ENG PLS 38578

NOTES:  
SEE SHEET 11 FOR LINE AND CURVE TABLES.  
SEE SHEET 12 FOR LOT AREA TABLE.  
SEE SHEET 2 FOR TRACT AREA TABLE.

REUNION CENTER FILING NO. 1, A1  
JOB NO. 14421.49  
MARCH 3, 2025  
SHEET 12 OF 13

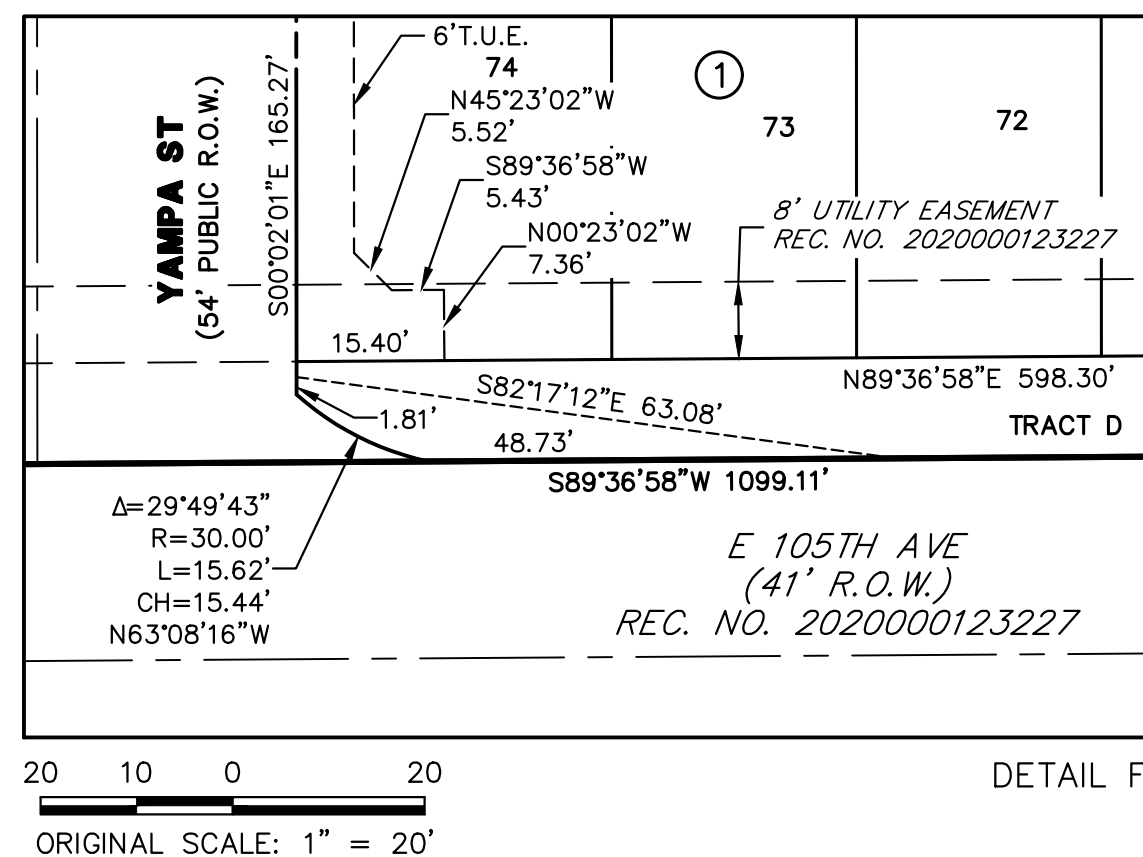
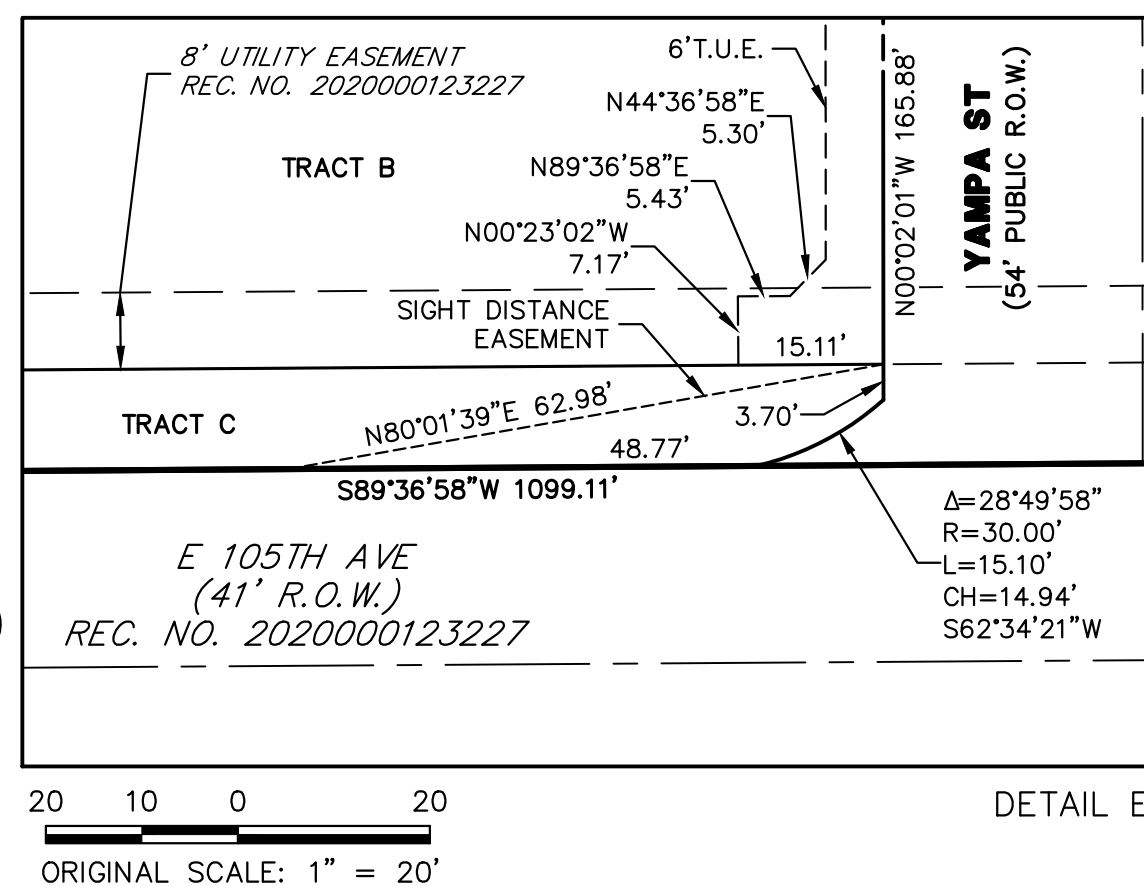
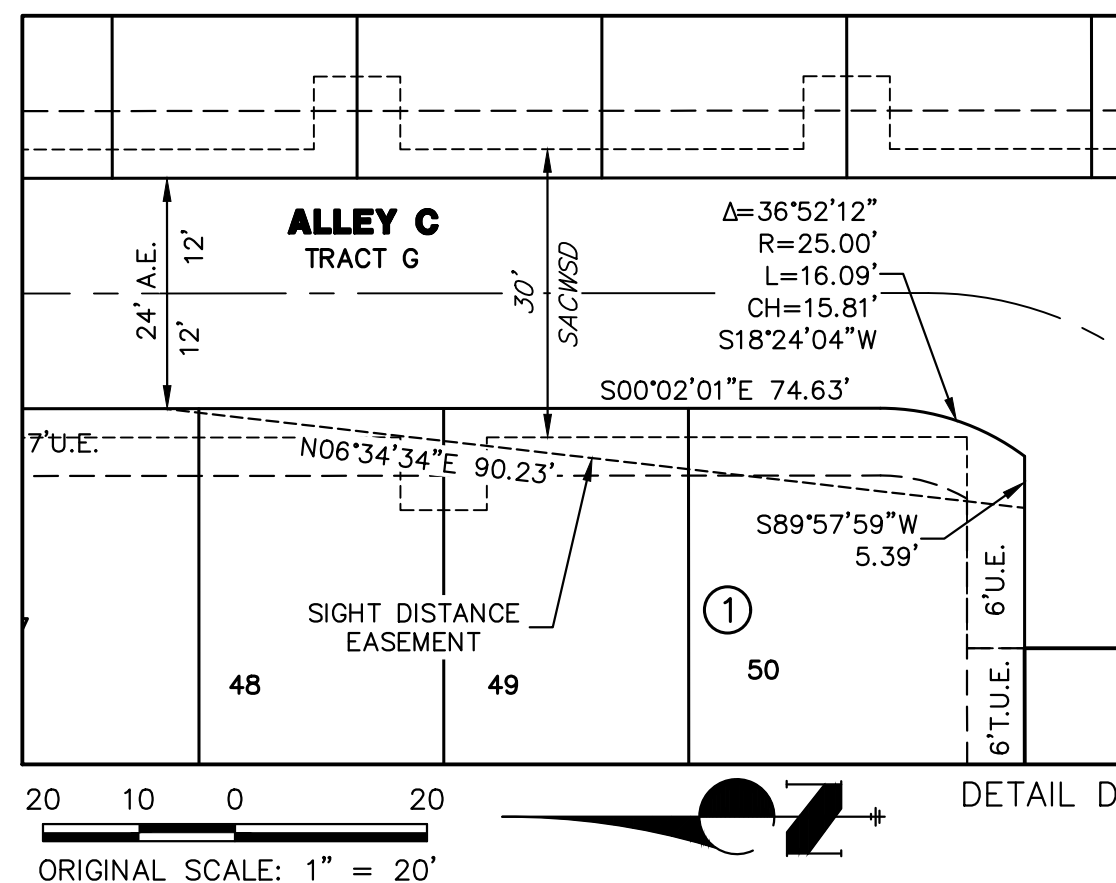
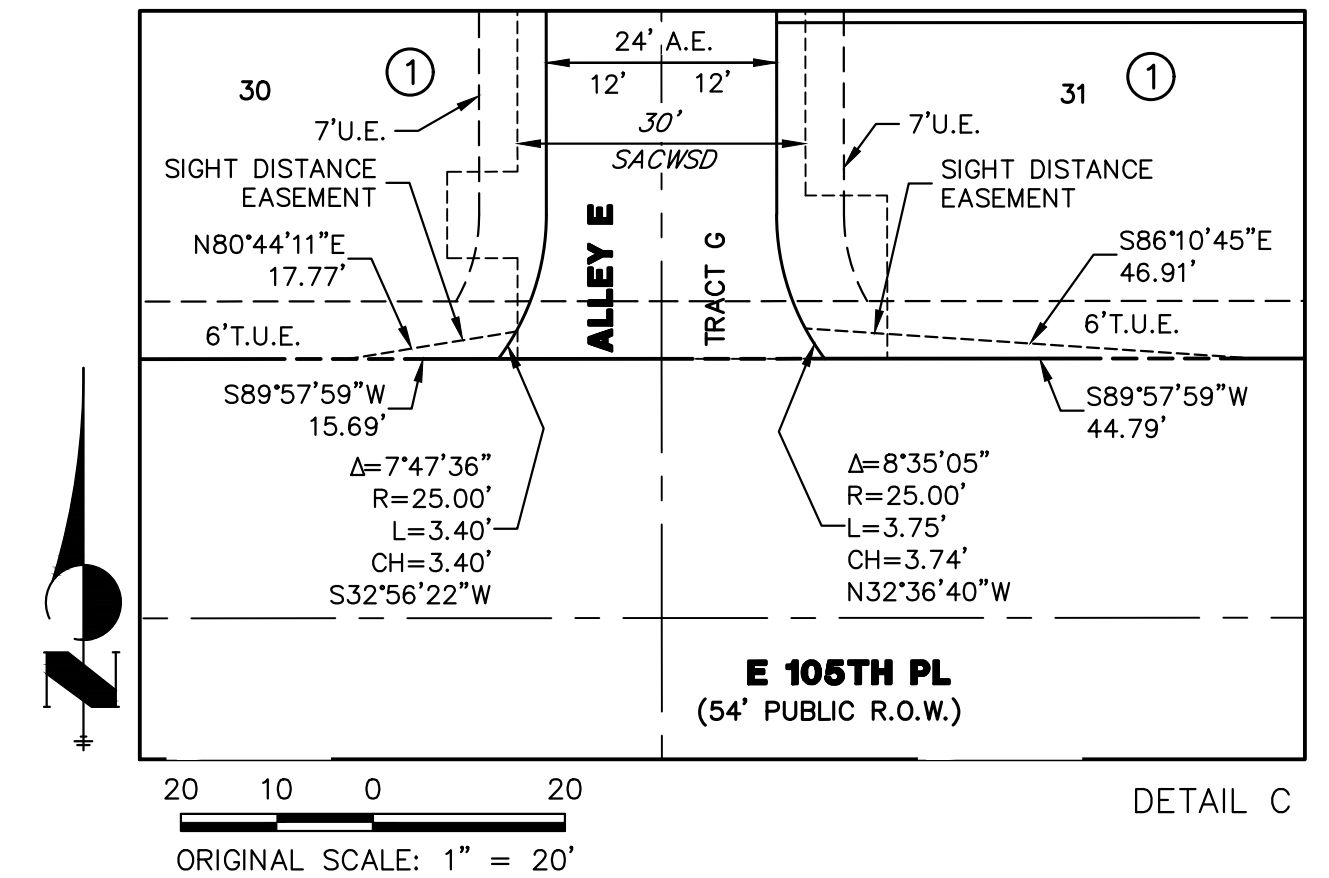
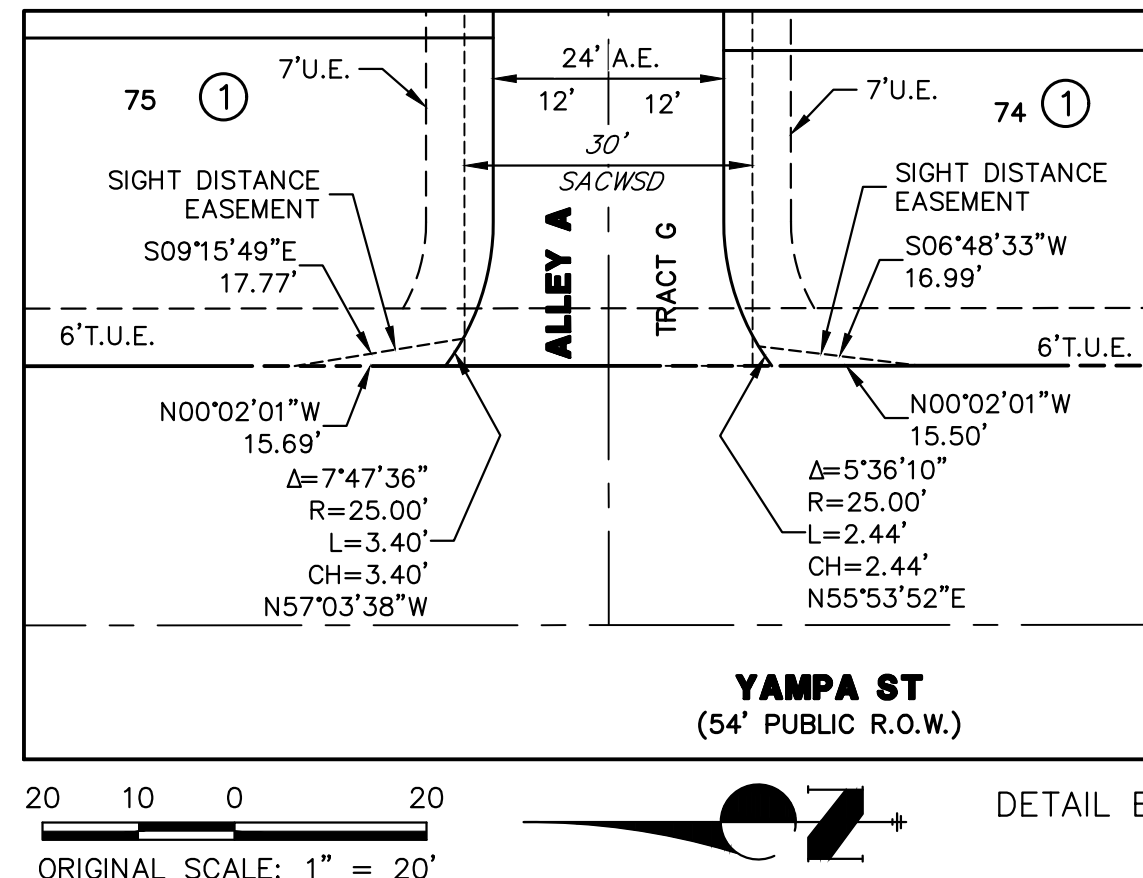
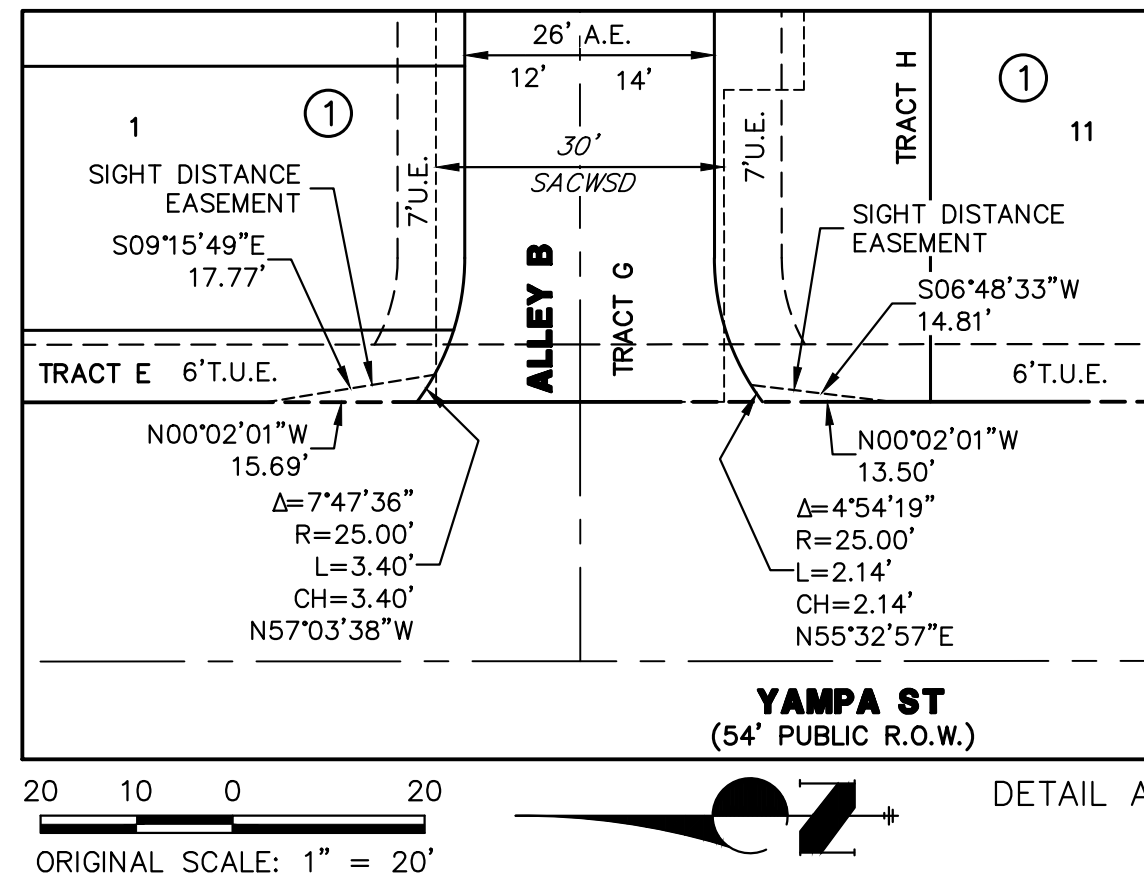


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# REUNION CENTER FILING NO. 1, AMENDMENT NO. 1

A REPLAT OF TRACTS A, B, C, J, K AND L, REUNION CENTER FILING NO. 1,

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO

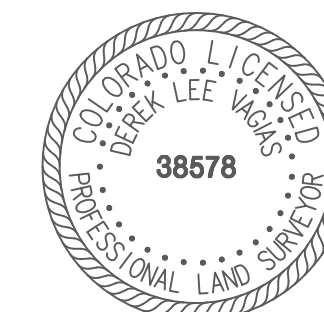


## LEGEND

A.E. ACCESS & UTILITY EASEMENT/FIRE LANE  
U.E. UTILITY EASEMENT  
T.U.E. TRANSPORTATION & UTILITY EASEMENT  
D.E. DRAINAGE EASEMENT  
S.D.E. SIGHT DISTANCE EASEMENT  
SACWSD SOUTH ADAMS COUNTY WATER & SANITATION DISTRICT EASEMENT BY SEPARATE DOCUMENT

W.E. WATER EASEMENT  
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NOTES:  
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SEE SHEET 2 FOR TRACT AREA TABLE.



REUNION CENTER FILING NO. 1, A1  
JOB NO. 14421.49  
MARCH 3, 2025  
SHEET 13 OF 13

**J-R ENGINEERING**  
A Westrian Company

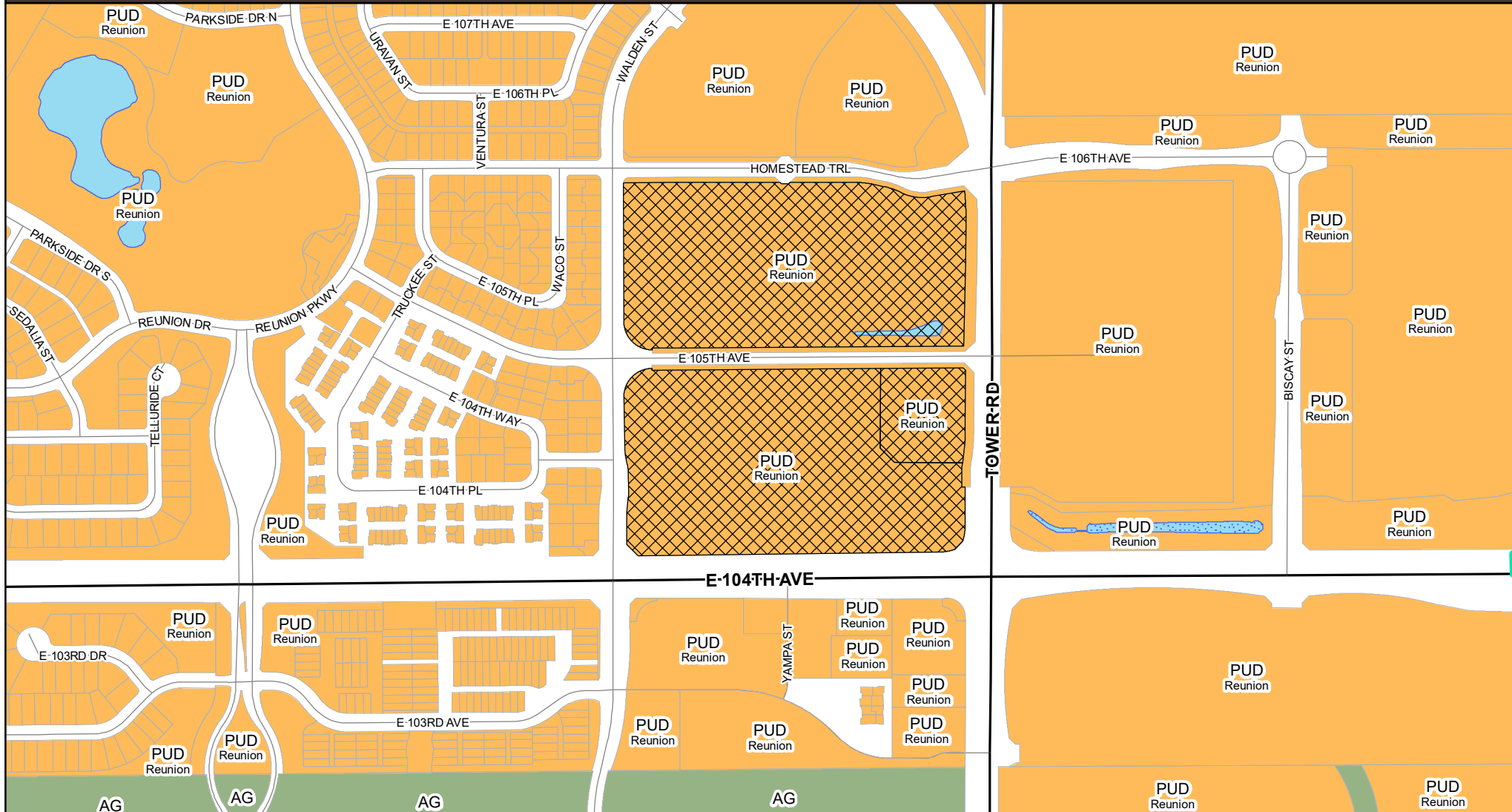
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# Vicinity Map






Case: S-762-20-21-25



PIN: 172309421001, 172309422001, 172309422002

0 310 620 1,240 Feet



-  Subject Property
-  PUD - Planned Unit Development District
-  Commerce City Boundary
-  AG - Agricultural District
-  Growth Boundary



**To:** Honorable Mayor and Members of City Council

**From:** Nic Berry, Planner

**Subject:** Final Subdivision Plat – Reunion Center Filing 1 Amendment 2

**Date:** March 11, 2025

---

**Case:** S-762-20-21-25-25:

**Oakwood Homes is requesting approval of the Reunion Center Filing No. 1 Amendment No. 2 final plat to create: 106 residential lots; five commercial lots; and 11 tracts for open space, utilities, drainage, and private right-of-way. The subject property is approximately 15.25 acres, generally located between East 104th Avenue and Homestead Trail and between Walden Street and Tower Road, zoned PUD (Planned Unit Development).**

This proposed plat divides two tracts into 106 residential lots, five commercial lots, and 11 landscaping tracts. The subject property is within Planning Area 1-F of the Reunion PUD Zone Document, Amendment 5. Planning Area 1-F allows for a mix of residential and non-residential uses with a density of 5 to 40 dwelling units per acre. This filing is proposing a density of 14.7 Dwelling Units per acre. There is a Development Agreement for public improvements associated with this Final Plat.

The proposed final plat was reviewed by the Development Review Team (DRT) members including Planning, Engineering, Public Works, Economic Development, and other City Departments, as well as outside agencies such as the South Adams County Fire Department and South Adams County Water and Sanitation District. The proposed final plat was reviewed against all applicable standards and regulations.

Approval of a final plat does not impact zoning or the allowable uses within the zoning district. The final plat process creates legal boundaries for the lots, tracts, and rights of way. A final plat may be approved if the decision-making body finds that all of the approval criteria are satisfied.

### **Final Plat Approval Criteria, Section 21-3241(3):**

- (a) The subdivision is consistent with any approved rezoning, concept plan or PUD Zone Document;

**Analysis:** The proposed plat is consistent with the Reunion PUD Zone Document.

- (b) The subdivision is consistent with and implements the intent of the specific zoning district in which it is located;



**Analysis:** The final plat is consistent with the Reunion PUD zoning standards and will allow for the development of this property in a manner consistent with the PUD, surrounding area and the Land Development Code.

- (c) There is no evidence to suggest that the subdivision violates any state, federal, or local laws, regulations, or requirements;

**Analysis:** There is no evidence to suggest that the final plat will violate any state, federal, or local laws, regulations, or requirements.

- (d) The general layout of lots, roads, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, and otherwise accomplishes the purposes and intent of this land development code;

**Analysis:** The final plat is designed to implement the intent of the PUD and Land Development Code. The proposed development is logical and consistent with the overall pattern of development in the area. The proposal includes 0.42 acres of open space (approximately 5%) which exceeds the requirements of the Land Development Code.

- (e) The subdivision complies with all applicable city standards and does not unnecessarily create lots or patterns of lots that make compliance with such standards difficult or infeasible;

**Analysis:** The final plat is consistent with city standards and does not create lots or a layout that would make the implementation of any standards difficult.

- (f) The subdivision:
  - i. Will not result in a substantial or undue adverse effect on adjacent properties, traffic conditions, parking, public improvements, either as they presently exist or as they may in the future exist as a result of the implementation of provisions and policies of the comprehensive plan, this land development code, or any other plan, program or ordinance adopted by the city; or
  - ii. Any adverse effect has been or will be mitigated to the maximum extent feasible;

**Analysis:** The final plat contains elements of the surrounding area and will implement the Comprehensive Plan. No adverse impacts are expected for adjacent properties as a result of this plat.

- (g) Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools are available to serve the subject property, while maintaining sufficient levels of service to existing development;

**Analysis:** Adequate facilities and services exist in the area to serve this site. Site improvements dictated in the Development Agreement will further help to support the site.

- (h) A development agreement between the city and the applicant has been executed and addresses the construction of all required public improvements; and

**Analysis:** Development Agreement is required at this time and has been approved to form. Upon approval and recordation of the Final Plat, the City will sign and execute the Development Agreement.

- (i) As applicable, the proposed phasing plan for development of the subdivision is rational in terms of available infrastructure capacity.

**Analysis:** The phasing proposed with this plat allows for logical and fiscally responsible development of the site.

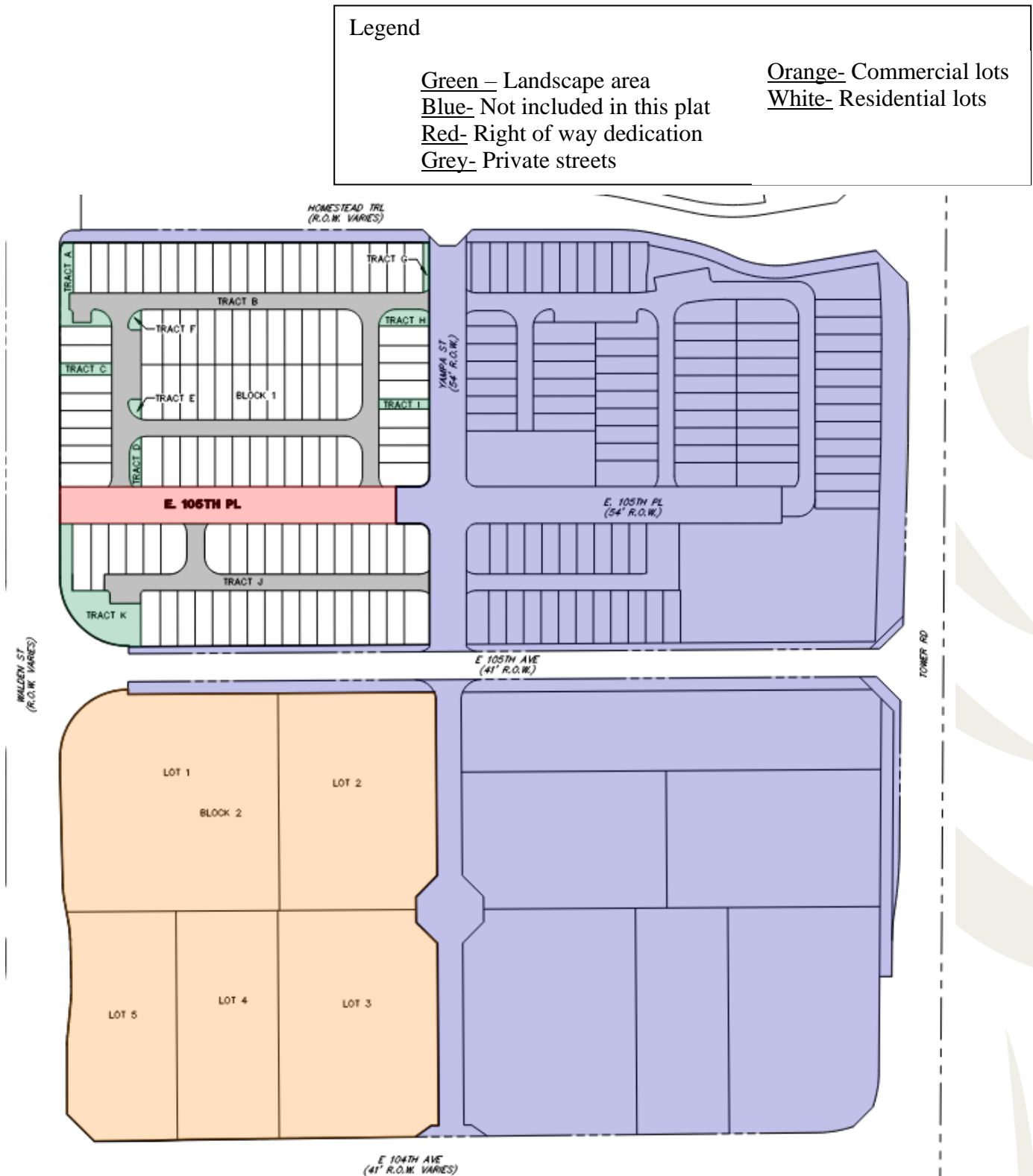
**Staff Recommendation:**

The Development Review Team (DRT) recommends approval of this plat. The deadline for comments is 5:00 p.m. on Monday March 24, 2025.

**Alternative(s):**

This final plat is eligible for administrative approval by the Community Development Director. The City Council may request that the plat be reviewed via a public hearing.

Figure 1: Plat Diagram



Plat Requirements			
Issue	Proposed	City Standard	Meets City Standard?
<b>Access</b>	Access to the site will be off East 104 <sup>th</sup> Avenue, Homestead Trail, Tower Road and Walden Street	Access is required to be provided via public street or other approved access	Yes
<b>Comprehensive Plan</b>	Mixed-Use	Mixed-Use	Yes
<b>Residential Lot Sizes</b>	1,887- 2,881 square feet	N/A per PUD	Yes
<b>School Dedication</b>	Land Dedication satisfied by previous dedication of High School Site	Cash-in-lieu or land dedication	Yes
<b>Parks and Open Space</b>	\$795,212 (\$7,502 per unit)	Cash-in-lieu or land dedication	Yes
<b>Right-of-Way Dedications</b>	East 105 <sup>th</sup> Place	ROW dedications provided as required and meet minimum ROW width for City standards	Yes
<b>Total Lots and Tracts</b>	111 lots and 11 tracts	N/A	Yes

**Financial Impact:** N/A

**Funding Source:** N/A

**Attachments:**

Vicinity Zoning Map  
Subdivision Plat

# REUNION CENTER FILING NO. 1, AMENDMENT NO. 2

A REPLAT OF TRACTS B AND O, REUNION CENTER FILING NO. 1, AMENDMENT NO. 1

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO

## LEGAL DESCRIPTION & DEDICATION STATEMENT

TRACTS B AND O, REUNION CENTER FILING NO. 1, AMENDMENT NO. 1 RECORDED UNDER RECEPTION NO. \_\_\_\_\_ IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, CONTAINING A CALCULATED AREA OF 664,584 SQUARE FEET OR 15.2567 ACRES.

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, TRACTS, BLOCKS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE REUNION CENTER FILING NO. 1, AMENDMENT NO. 2. THE UTILITY AND FIRE EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES, FIRE AGENCIES, AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY AND PUBLIC 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 PRIVATE DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE DESIGN AND TECHNICAL CRITERIA MANUAL, AS AMENDED. THE UNDERSIGNED GRANTS THE CITY OF COMMERCE CITY A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES COVERED BY THE COMMERCE CITY MUNICIPAL CODE, AS AMENDED; AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY THE COMMERCE CITY MUNICIPAL CODE AS AMENDED, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH PRIVATE 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 CITY OF COMMERCE CITY, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES. PUBLIC DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE CITY. THE CITY IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF PUBLIC STORM SEWERS AND DRAINAGE FACILITIES.

DIBC BUFFALO HILLS RANCH, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS  
CITY OF \_\_\_\_\_ )

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, AD 20\_\_\_\_,

BY \_\_\_\_\_ AS \_\_\_\_\_ OF DIBC  
BUFFALO HILLS RANCH, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND SEAL:

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC

FFP-DIA, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS  
CITY OF \_\_\_\_\_ )

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, AD 20\_\_\_\_,

BY \_\_\_\_\_ AS \_\_\_\_\_ OF  
FFP-DIA, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND SEAL:

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC

CLAYTON PROPERTIES GROUP II, INC., A COLORADO CORPORATION

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

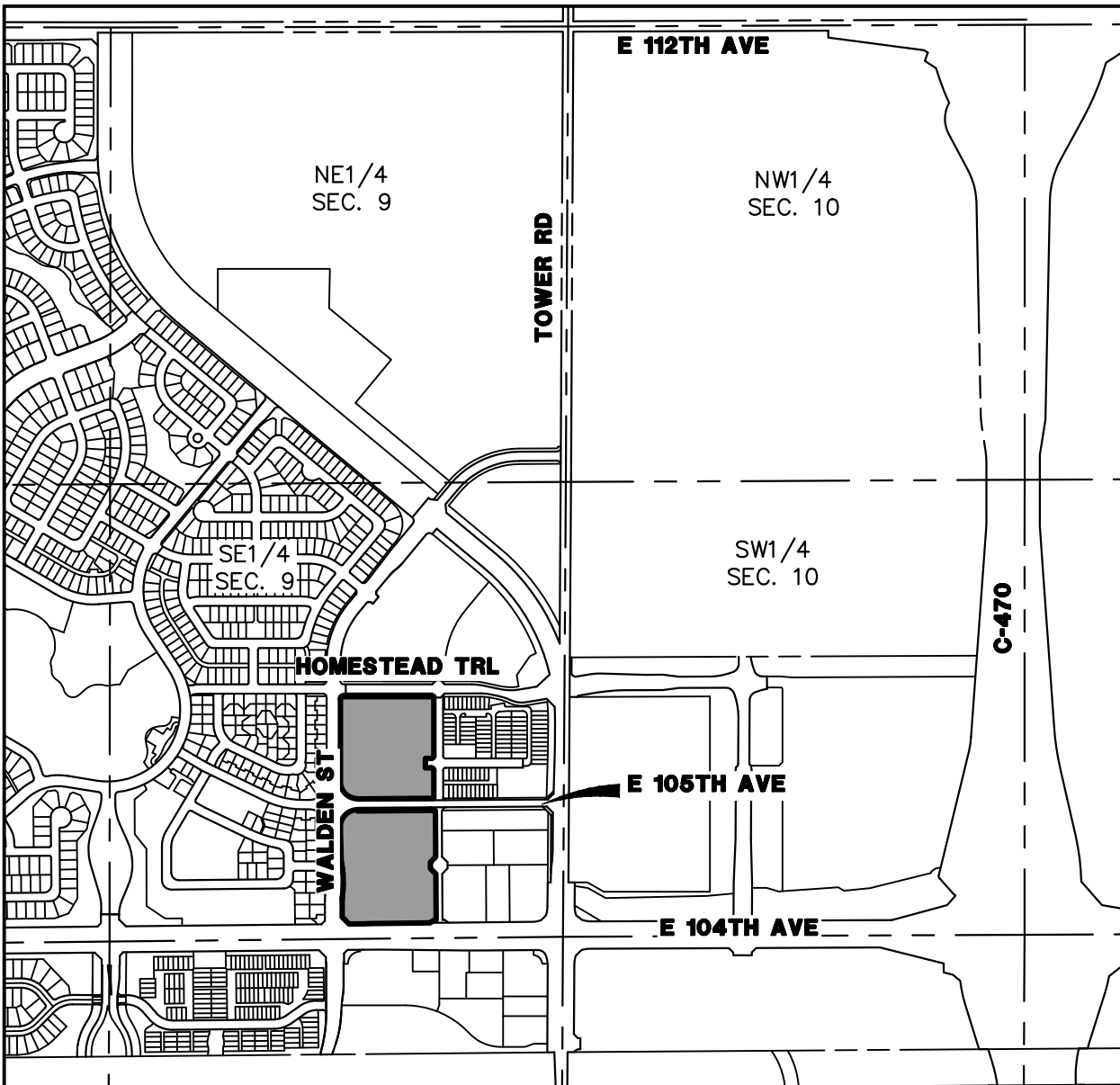
STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS  
CITY OF \_\_\_\_\_ )

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, AD 20\_\_\_\_,

BY \_\_\_\_\_ AS \_\_\_\_\_ OF  
CLAYTON PROPERTIES GROUP II, INC., A COLORADO CORPORATION.

WITNESS MY HAND AND SEAL:

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC



VICINITY MAP

SCALE: 1"=1000'

## TECHNICAL DATA:

LAND USE	NUMBER OF LOTS/PARCELS	ACRES	PERCENT OF PROJECT (ACRES)
RESIDENTIAL	106	5.0024	32.79%
COMMERCIAL	5	8.0434	52.72%
PUBLIC OPEN SPACE/FLOODPLAIN	0	0.0000	0.00%
RIGHT-OF-WAY	1	0.6097	4.00%
TRACTS	11	1.6012	10.50%
GROSS ACRES:		15.2567	100.00%

## CONSENT BY LENDER

KNOW ALL MEN BY THESE PRESENTS THAT SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP ("MORTGAGEE"), BEING THE MORTGAGEE OF THAT CERTAIN MORTGAGE, SECURITY AGREEMENTS AND ASSIGNMENTS OF RENTS RECORDED AUGUST 21, 2017 AT INSTRUMENT NO. 2017000072560 AND 2017000072562 IN THE RECORDS OF THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO, AS THE SAME MAY HAVE BEEN AND HEREAFTER MAY BE AMENDED FROM TIME TO TIME (COLLECTIVELY, THE "MORTGAGE"), AND THE LENDER UNDER ANY AND ALL OTHER DOCUMENTS EXECUTED IN CONNECTION WITH THE LOAN EVIDENCED BY THE MORTGAGE, AS THE SAME MAY HAVE BEEN AND HEREAFTER MAY BE AMENDED FROM TIME TO TIME (COLLECTIVELY, THE "LOAN DOCUMENTS"), HEREBY CONSENTS TO, AND RATIFIES AND CONFIRMS, THIS PLAT, AND AGREES THAT THE RIGHT, TITLE, LIEN AND INTEREST OF MORTGAGE IN AND TO THE PROPERTY AS SHOWN HEREON UNDER AND PURSUANT TO THE MORTGAGE AND THE LOAN DOCUMENTS SHALL BE, AND HEREBY ARE, SUBORDINATE TO THIS PLAT TO THE EFFECT THAT, IN THE EVENT THAT PURSUANT TO THE FORECLOSURE OF THE MORTGAGE OR ANY OF THE OTHER LOAN DOCUMENTS OR ANY CONVEYANCE IN LIEU THEREOF, MORTGAGEE OR ANY OTHER PARTY SHALL SUCCEED TO THE INTEREST OF THE OWNER OF THE PROPERTY SHOWN HEREON, OR ANY PORTION THEREOF, THEN MORTGAGEE OR OTHER SUCH PARTY SHALL RECOGNIZE AND BE BOUND BY THIS PLAT.

EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_,

SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

BY: \_\_\_\_\_

NAME: \_\_\_\_\_  
AUTHORIZED AGENT

BY: \_\_\_\_\_

NAME: \_\_\_\_\_  
AUTHORIZED AGENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS  
CITY OF \_\_\_\_\_ )

ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, AD 20\_\_\_\_,

BY \_\_\_\_\_ AS \_\_\_\_\_  
FOR 'SHEA HOMES LIMITED PARTNERSHIP', A CALIFORNIA LIMITED PARTNERSHIP.

WITNESS MY HAND AND SEAL:

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC

## DISTRICT ACCEPTANCE OF TRACTS:

THE UNDERSIGNED HEREBY ACCEPTS THE CONVEYANCE OF TRACTS A, B, C, D, E, F, G, H, I, J & K FOR OWNERSHIP AND MAINTENANCE RESPONSIBILITIES.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS  
CITY OF \_\_\_\_\_ )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, AD 20\_\_\_\_,

BY \_\_\_\_\_ AS \_\_\_\_\_ OF  
REUNION CENTER METROPOLITAN DISTRICT NO. 1.

WITNESS MY HAND AND SEAL:

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC

## SURVEYOR'S CERTIFICATE

I, DEREK LEE VAGIAS, A LICENSED LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THERE ARE NO ROADS, PIPELINES, IRRIGATION DITCHES, OR OTHER EASEMENTS IN EVIDENCE OR KNOWN BY ME TO EXIST ON OR ACROSS THE HEREIN BEFORE DESCRIBED PROPERTY EXCEPT AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT I HAVE PERFORMED THE SURVEY SHOWN HEREON, OR SUCH SURVEY WAS PREPARED UNDER MY DIRECT RESPONSIBILITY AND SUPERVISION, THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY, AND THAT ALL MONUMENTS EXIST AS SHOWN HEREIN.



DEREK LEE VAGIAS, LICENSED PROFESSIONAL LAND SURVEYOR  
COLORADO P.L.S. NO. 38578  
FOR AND ON BEHALF OF JR ENGINEERING, LLC  
7200 S. ALTON WAY, SUITE C400, CENTENNIAL, CO 80112

NOTICE:  
ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

NOTICE:  
PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

## CITY STAFF CERTIFICATE

APPROVED BY THE CITY ENGINEER OF THE CITY OF COMMERCE CITY THIS \_\_\_\_ DAY

OF \_\_\_\_\_, A.D. 20\_\_\_\_,

CITY ENGINEER: \_\_\_\_\_

APPROVED BY THE DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT OF THE CITY OF

COMMERCE CITY, THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_,

DIRECTOR, COMMUNITY DEVELOPMENT: \_\_\_\_\_

REUNION CENTER FILING NO. 1, A2  
JOB NO. 14421.49  
MARCH 5, 2025  
SHEET 1 OF 10  
CASE NO. \_\_\_\_\_



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A Westrian Company

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# REUNION CENTER FILING NO. 1, AMENDMENT NO. 2

## A REPLAT OF TRACTS B AND O, REUNION CENTER FILING NO. 1, AMENDMENT NO. 1

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO

GENERAL NOTES:

1. PER C.R.S. 18–04–508, ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR.
2. THIS LAND SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY JR ENGINEERING, LLC TO DETERMINE OWNERSHIP OF THIS TRACT, VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS, OR VERIFY EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT–OF–WAY OR TITLE OF RECORD, JR ENGINEERING, LLC RELIED UPON TITLE COMMITMENT NO. ABC70644905, PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, DATED SEPTEMBER 29, 2020.
3. THE BASIS OF BEARINGS IS THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN MONUMENTED AT THE SOUTHEAST CORNER BY A 3–1/4" ALUMINUM CAP STAMPED "PLS 25645" IN A RANGE BOX AND AT THE EAST QUARTER CORNER BY A 3–1/4" ALUMINUM CAP STAMPED "PLS 23519" IN A RANGE BOX, BEARING N00°21'33"E PER CITY OF COMMERCE CITY CONTROL DIAGRAM RECORDED IN BOOK 1 AT PAGE 3776.
4. PER C.R.S. 38–51–106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."
5. FLOODPLAIN NOTE: THIS SITE IS NOT WITHIN A DESIGNATED F.E.M.A. FLOODPLAIN (ZONE X – AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS DETERMINED BY THE FLOOD INSURANCE RATE MAP FOR ADAMS COUNTY, COLORADO, MAP NUMBER 08001C0344H, REVISED DATE MARCH 5, 2007.
6. THERE SHALL BE NO INTERFERENCE WITH THE ESTABLISHED LOT GRADING PLAN PURSUANT TO THE APPROVED CONSTRUCTION PLANS ON FILE WITH THE CITY ENGINEER. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTAINING THE LOT GRADING PLAN IN CONFORMANCE WITH THE APPROVED CONSTRUCTION PLANS. THE CITY OF COMMERCE CITY SHALL HAVE THE RIGHT TO ENTER PROPERTIES TO INSPECT THE LOT GRADING AT ANY TIME. IF THE LOT DRAINAGE IS NOT PROPERLY MAINTAINED, THE CITY MAY REQUIRE THE NECESSARY MAINTENANCE TO RESOLVE ANY DEVIATION FROM THE APPROVED LOT GRADING PLANS.
7. PUBLIC WATER AND SEWER ARE TO BE PROVIDED BY SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT.
8. NOTICE IS HEREBY GIVEN:

A. ANY CONSTRUCTION ACROSS AN EXISTING SUBDIVISION LOT LINE IS IN VIOLATION OF THE SUBDIVISION REGULATION OF THE CITY, EXCEPT AS HEREIN AUTHORIZED.

B. ANY DIVISION OF AN EXISTING LOT, OR CONVEYANCE OF PART OF AN EXISTING SUBDIVISION LOT, IS IN VIOLATION OF THIS ARTICLE UNLESS (1) APPROVED BY THE CITY OF COMMERCE CITY; OR (2) IS EXCEPTED FROM THE DEFINITION OF "SUBDIVISION" AS PROVIDED BY THE SUBDIVISION REGULATIONS.

C. THIS PLAT DOES NOT ESTABLISH WATER AVAILABILITY FOR THE SUBJECT PROPERTY. WATER AND WASTEWATER SERVICE IS PROVIDED BY THE SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT. INVESTIGATION OF THE CURRENT WATER AVAILABILITY FOR THE PROPERTY AND ACQUISITION OF ANY ADDITIONAL WATER REQUIRED FOR DEVELOPMENT OF THE PROPERTY SHALL BE THE SOLE RESPONSIBILITY OF THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS. DEVELOPMENT APPROVALS WILL NOT BE GRANTED WITHOUT PROOF OF WATER AVAILABILITY.

D. THIS SUBDIVISION IS PART OF THE REUNION PUD ZONE DOCUMENT, RECORDED UNDER RECEPTION NO. 2019000050788.
9. UTILITY EASEMENTS ARE DEDICATED TO THE CITY OF COMMERCE CITY FOR THE BENEFIT OF THE APPLICABLE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEVISION, CABLE, AND TELECOMMUNICATIONS FACILITIES (DRY UTILITIES). UTILITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. OTHER THAN FACILITIES OF THE SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT, PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEES, INCLUDING, WITHOUT LIMITATION, VEGETATION. PUBLIC SERVICE COMPANY OF COLORADO (PSCO) AND ITS SUCCESSORS RESERVE THE RIGHT TO REQUIRE ADDITIONAL EASEMENTS AND TO REQUIRE THE PROPERTY OWNER TO GRANT PSCO AN EASEMENT ON ITS STANDARD FORM.
10. SIGHT DISTANCE EASEMENTS AS SHOWN HEREON ARE HEREBY GRANTED TO THE CITY OF COMMERCE CITY FOR SIGHT DISTANCE PURPOSES TOGETHER WITH THE FOLLOWING RESTRICTIONS OVER SAID EASEMENT: NO OBJECT WITHIN THE SIGHT DISTANCE EASEMENT SHALL BE MORE THAN TWENTY–FOUR (24) INCHES ABOVE THE ADJACENT GROUND, SUCH OBJECTS SHALL INCLUDE BUT ARE NOT LIMITED TO BUILDINGS, LANDSCAPING, AND UTILITY CABINETS. PARKING IS ALSO RESTRICTED WITHIN THE EASEMENT. TREES SHALL BE PRUNED SO THE LOWEST BRANCH IS NO LOWER THAN SIX FEET ABOVE THE ADJACENT GROUND AND FENCES SHALL BE NO HIGHER THAN 42" AND BE OF OPEN DESIGN.
11. PRIVATE STREETS: THE OWNER IS RESPONSIBLE FOR INSTALLATION OF ALL ROADWAY SIGNAGE, INCLUDING NO PARKING/FIRE LANE SIGNAGE, AS REQUIRED BY THE CITY PUBLIC WORKS DEPARTMENT AND FIRE DISTRICT. THE OWNER SHALL ALSO MAINTAIN SAID SIGNAGE.
12. TRACTS B AND J AS SHOWN HEREON ARE COMPRISED OF ALLEYS AND SHOULD BE CONSIDERED PUBLIC ACCESS, UTILITY, AND EMERGENCY ACCESS EASEMENTS IN THEIR ENTIRETY AND WILL BE OWNED AND MAINTAINED BY THE METROPOLITAN DISTRICT. PUBLIC STORM SEWER LOCATED WITHIN SAID TRACTS WILL BE OWNED AND MAINTAINED BY THE CITY OF COMMERCE CITY. OTHER UTILITIES WITHIN SAID TRACTS MAY INCLUDE POTABLE WATERLINES, NON–POTABLE WATERLINES, AND SANITARY SEWER LINES THAT WILL BE OWNED AND MAINTAINED BY SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT WITHIN AN EASEMENT BEING DEDICATED BY SEPARATE DOCUMENT.
13. 8’ DRY UTILITY EASEMENTS ADJACENT TO COMMERCIAL LOT LINES WILL BE REQUIRED BY SEPARATE DOCUMENT PRIOR TO FINAL APPROVAL OF PUD PERMIT FOR EACH COMMERCIAL LOT.
14. HYDRANT AND METER LOCATIONS AND THEIR RESPECTIVE EASEMENTS ARE NOT FINAL AT THIS PLAT STAGE.
15. SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT (SACWSD) FACILITIES LOCATED OUTSIDE OF PUBLIC RIGHT–OF–WAYS WILL REQUIRE SACWSD EASEMENTS, EXECUTED BY SEPARATE DOCUMENT.

TRACT SUMMARY CHART

TRACT	AREA (SF)	AREA (AC)	OPEN SPACE (AC)	USE	OWNER	MAINTAINED BY
A	2,999	0.0688	0.0718	OPEN SPACE, UTILITIES, DRAINAGE	METRO DISTRICT	METRO DISTRICT
B	37,154	0.8529		ACCESS, UTILITIES, DRAINAGE	METRO DISTRICT	METRO DISTRICT
C	1,332	0.0306	0.0306	OPEN SPACE, UTILITIES, DRAINAGE	METRO DISTRICT	METRO DISTRICT
D	1,109	0.0255	0.0287	OPEN SPACE, UTILITIES, DRAINAGE	METRO DISTRICT	METRO DISTRICT
E	432	0.0099	0.0099	OPEN SPACE, UTILITIES, DRAINAGE	METRO DISTRICT	METRO DISTRICT
F	432	0.0099	0.0099	OPEN SPACE, UTILITIES, DRAINAGE	METRO DISTRICT	METRO DISTRICT
G	628	0.0144	0.0144	OPEN SPACE, UTILITIES, DRAINAGE	METRO DISTRICT	METRO DISTRICT
H	1,655	0.0380	0.0380	OPEN SPACE, UTILITIES, DRAINAGE	METRO DISTRICT	METRO DISTRICT
I	1,075	0.0247	0.0247	OPEN SPACE, UTILITIES, DRAINAGE	METRO DISTRICT	METRO DISTRICT
J	14,574	0.3346		ACCESS, UTILITIES, DRAINAGE	METRO DISTRICT	METRO DISTRICT
K	8,359	0.1919	0.1901	OPEN SPACE, UTILITIES, DRAINAGE	METRO DISTRICT	METRO DISTRICT
TOTAL OPEN SPACE			0.4181	METRO DISTRICT = REUNION CENTER METROPOLITAN DISTRICT NO. 1		
TOTAL TRACT AREA	69,749	1.6012				
TOTAL LOT AREA	568,278	13.0459				
TOTAL ROW AREA	26,557	0.6097				
TOTAL SITE AREA	664,584	15.2567				

THIS SUBDIVISION PLAT CONTAINS 111 LOTS AND 11 TRACTS.



REUNION CENTER FILING NO. 1, A2  
JOB NO. 14421.49  
MARCH 5, 2025  
SHEET 2 OF 10

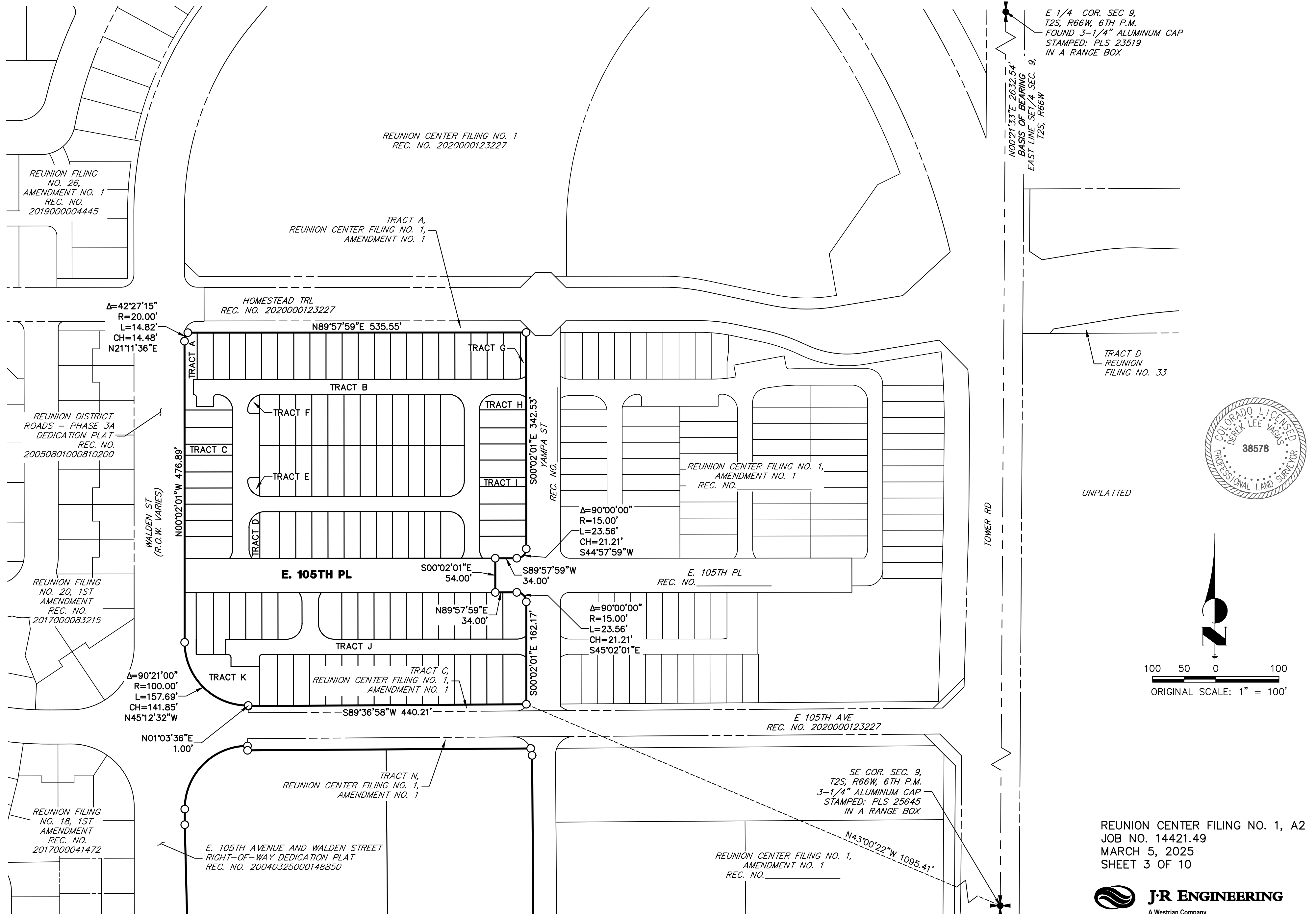


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# REUNION CENTER FILING NO. 1, AMENDMENT NO. 2

**A REPLAT OF TRACTS B AND O, REUNION CENTER FILING NO. 1, AMENDMENT NO. 1**

**LOCATED IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO**



**SEE SHEET 4**

REUNION CENTER FILING NO. 1, A2  
JOB NO. 14421.49  
MARCH 5, 2025  
SHEET 3 OF 10



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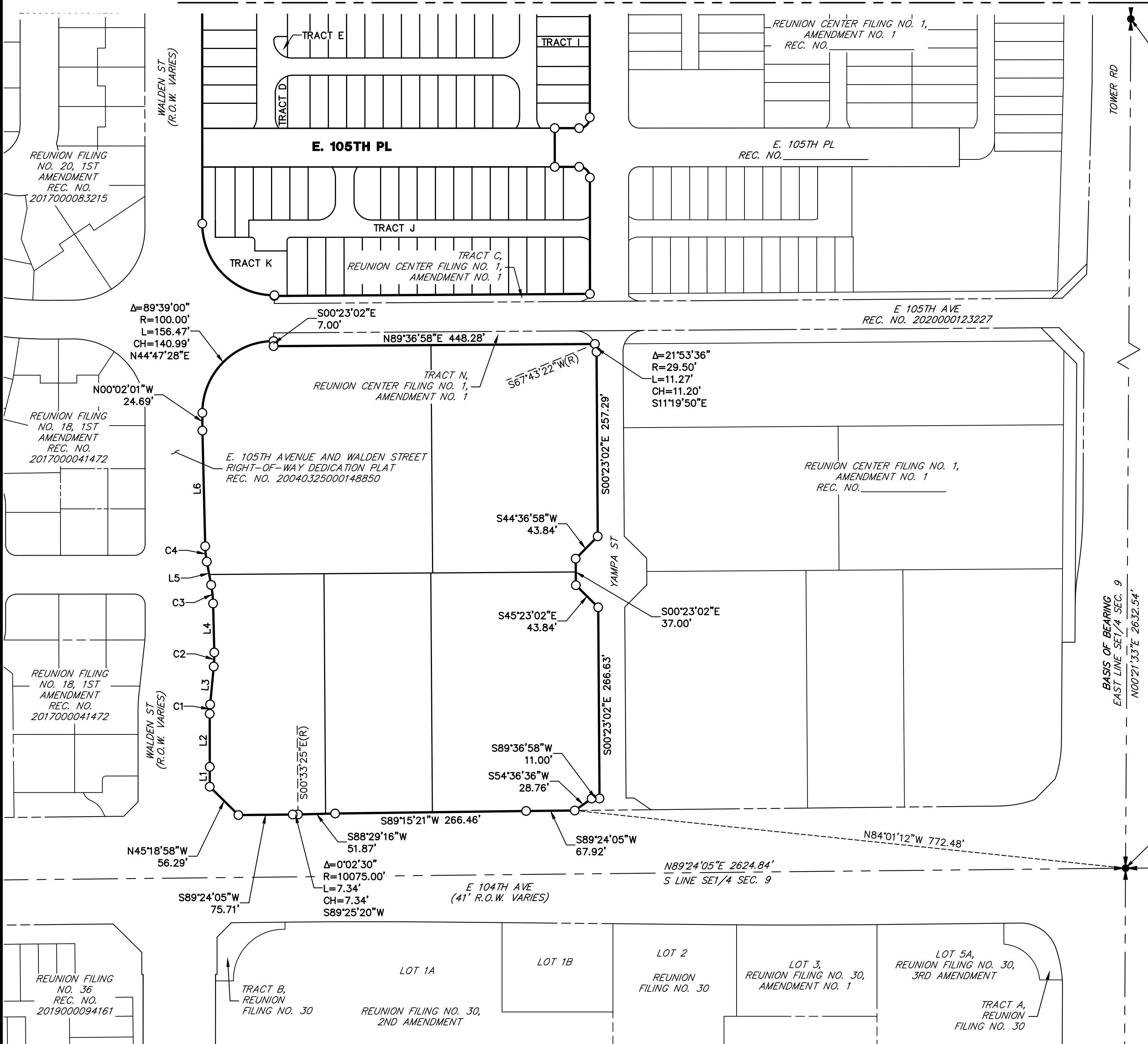


# REUNION CENTER FILING NO. 1, AMENDMENT NO. 2

A REPLAT OF TRACTS B AND O, REUNION CENTER FILING NO. 1, AMENDMENT NO. 1

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO

SEE SHEET 3



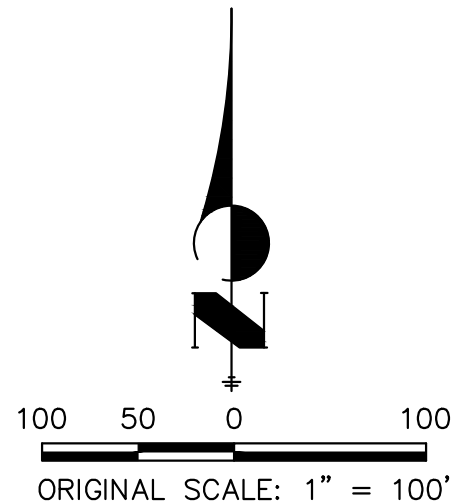
UNPLATTED

E 1/4 COR. SEC 9,  
T2S, R66W, 6TH P.M.  
FOUND 3-1/4" ALUMINUM CAP  
STAMPED: PLS 23519  
IN A RANGE BOX

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	5°28'28"	136.00'	12.99'	N02°42'12"E 12.99'
C2	6°50'34"	164.00'	19.59'	N02°01'09"E 19.57'
C3	9°05'31"	164.00'	26.02'	N05°56'53"W 26.00'
C4	9°05'31"	136.00'	21.58'	N05°56'53"W 21.56'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°02'01"W	27.71'
L2	N00°02'01"W	73.98'
L3	N05°26'26"E	53.19'
L4	N01°24'08"W	68.38'
L5	N10°29'39"W	33.10'
L6	N01°24'08"W	161.35'

UNPLATTED



SE COR. SEC. 9,  
T2S, R66W, 6TH P.M.  
3-1/4" ALUMINUM CAP  
STAMPED: PLS 25645  
IN A RANGE BOX

REUNION CENTER FILING NO. 1, A2  
JOB NO. 14421.49  
MARCH 5, 2025  
SHEET 4 OF 10



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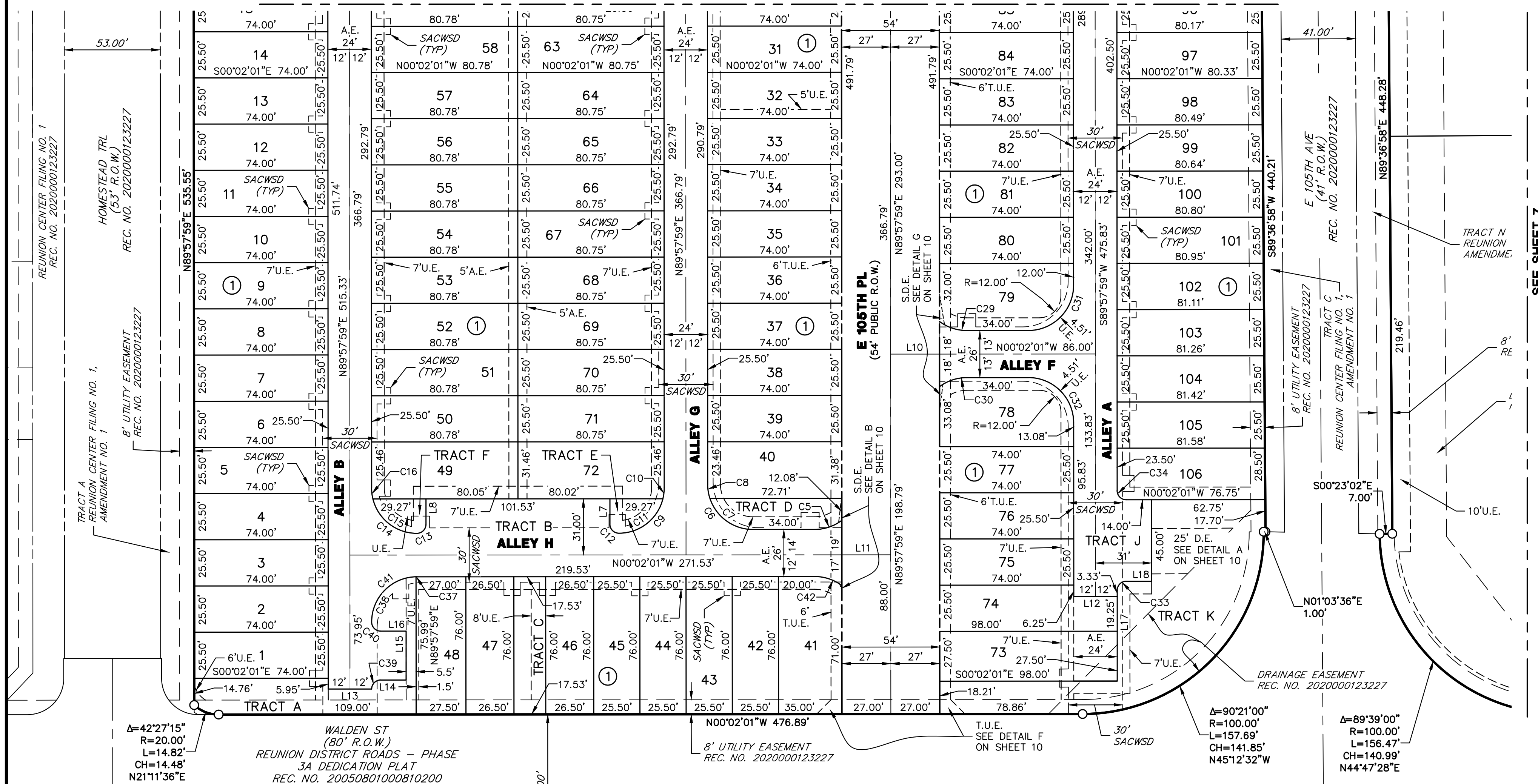


# REUNION CENTER FILING NO. 1, AMENDMENT NO. 2

A REPLAT OF TRACTS B AND O, REUNION CENTER FILING NO. 1, AMENDMENT NO. 1

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO

SEE SHEET 6

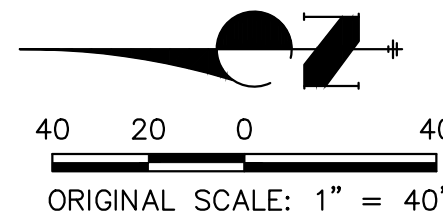
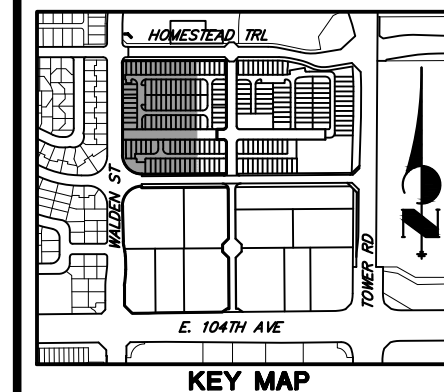


## LEGEND

A.E. ACCESS & UTILITY EASEMENT/FIRE LANE  
U.E. UTILITY EASEMENT  
T.U.E. TRANSPORTATION & UTILITY EASEMENT  
D.E. DRAINAGE EASEMENT  
S.D.E. SIGHT DISTANCE EASEMENT  
SACWS SOUTH ADAMS COUNTY WATER & SANITATION DISTRICT EASEMENT BY SEPARATE DOCUMENT

① BLOCK NUMBER  
○ SET 18" LONG NO. 5 REBAR WITH A 1.5" ALUMINUM CAP  
STAMPED JR ENG PLS 38578

NOTES:  
SEE SHEET 9 FOR LINE AND CURVE TABLES.  
SEE SHEET 9 FOR LOT AREA TABLE.  
SEE SHEET 2 FOR TRACT AREA TABLE.



REUNION CENTER FILING NO. 1, A2  
JOB NO. 14421.49  
MARCH 5, 2025  
SHEET 5 OF 10



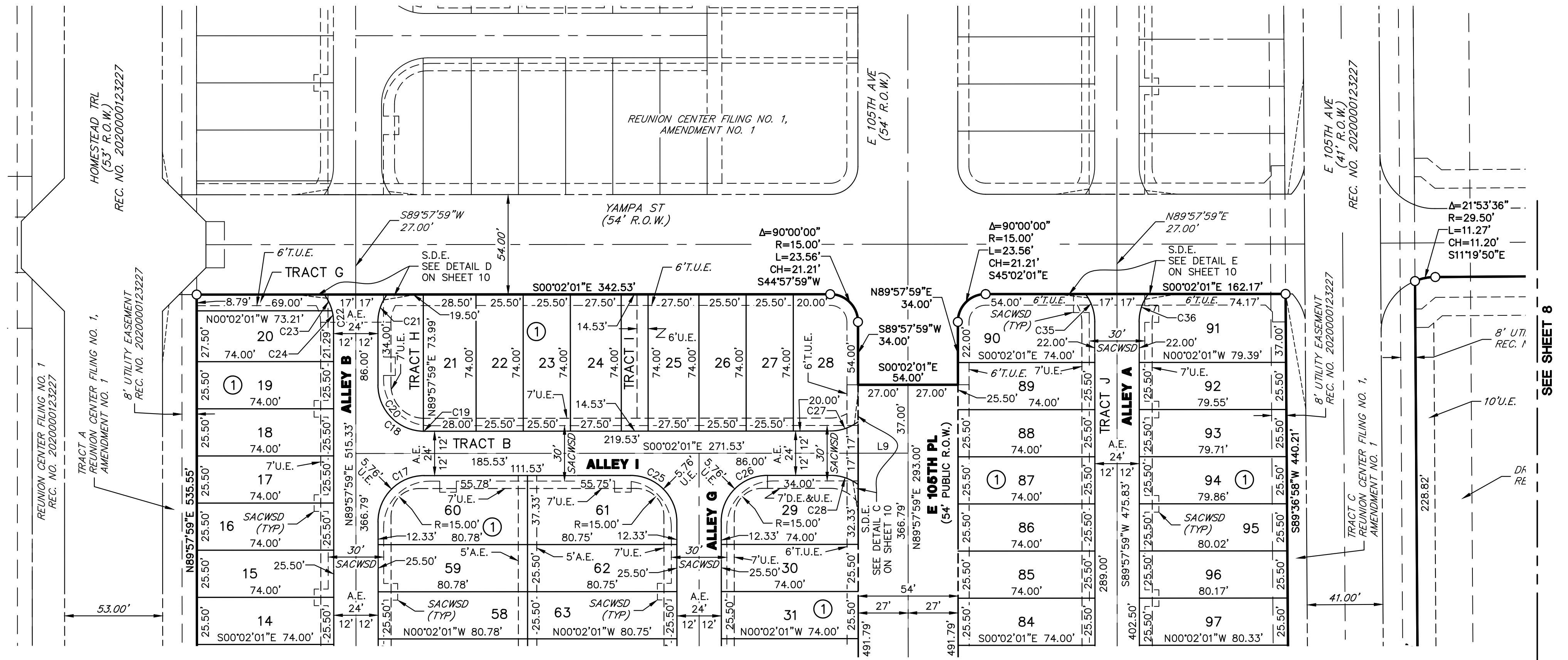
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SEE SHEET 7

# REUNION CENTER FILING NO. 1, AMENDMENT NO. 2

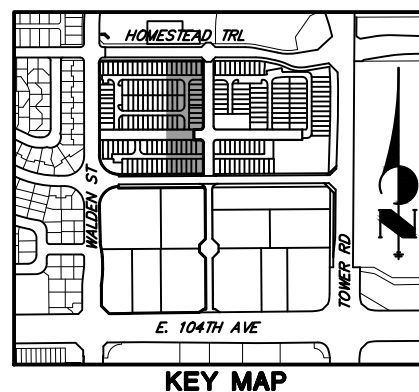
A REPLAT OF TRACTS B AND O, REUNION CENTER FILING NO. 1, AMENDMENT NO. 1

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO



SEE SHEET 5

SEE SHEET 8

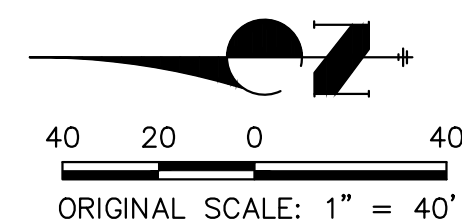


## LEGEND

- A.E. ACCESS & UTILITY EASEMENT/FIRE LANE
- U.E. UTILITY EASEMENT
- T.U.E. TRANSPORTATION & UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- S.D.E. SIGHT DISTANCE EASEMENT
- SACWSD SOUTH ADAMS COUNTY WATER & SANITATION DISTRICT EASEMENT BY SEPARATE DOCUMENT

- ① BLOCK NUMBER
- SET 18" LONG NO. 5 REBAR WITH A 1.5" ALUMINUM CAP STAMPED JR ENG PLS 38578

NOTES:  
SEE SHEET 9 FOR LINE AND CURVE TABLES.  
SEE SHEET 9 FOR LOT AREA TABLE.  
SEE SHEET 2 FOR TRACT AREA TABLE.



REUNION CENTER FILING NO. 1, A2  
JOB NO. 14421.49  
MARCH 5, 2025  
SHEET 6 OF 10

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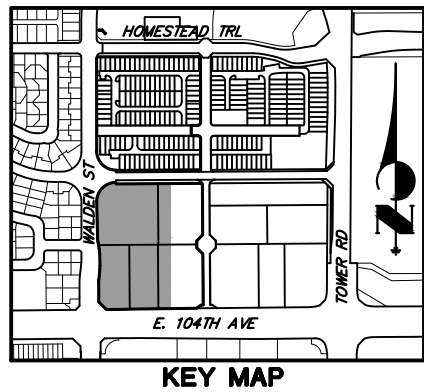
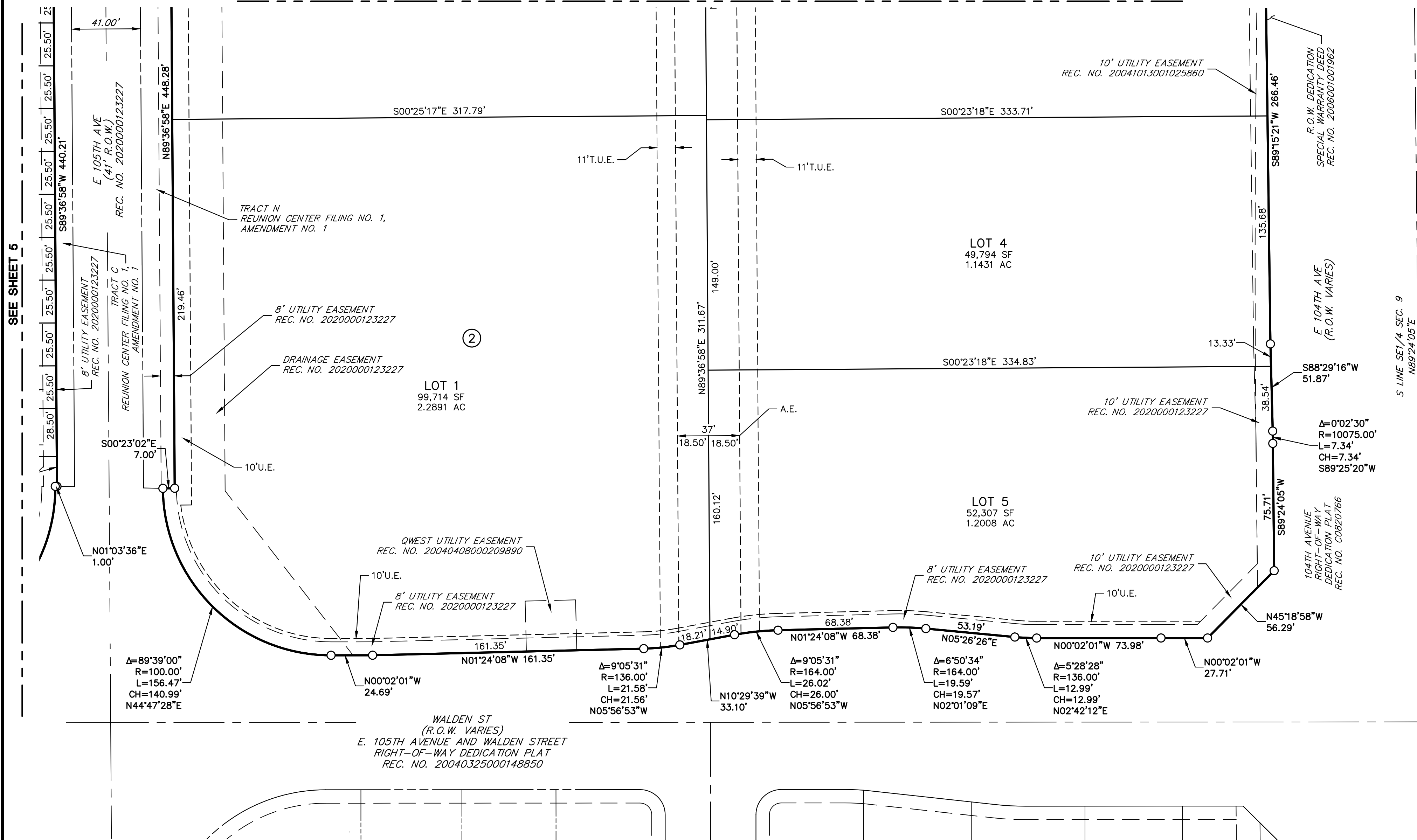
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**REUNION CENTER FILING NO. 1, AMENDMENT NO. 2**

**A REPLAT OF TRACTS B AND O, REUNION CENTER FILING NO. 1, AMENDMENT NO. 1**

**LOCATED IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO**

**SEE SHEET 8**

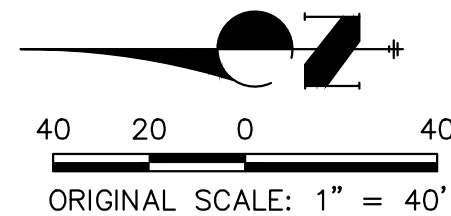


## LEGEND

- |               |  |
|---------------|--|
| A.E.          | ACCESS & UTILITY EASEMENT/FIRE LANE  |
| U.E.          | UTILITY EASEMENT   |
| T.U.E.        | TRANSPORTATION & UTILITY EASEMENT  |
| D.E.          | DRAINAGE EASEMENT  |
| S.D.E.        | SIGHT DISTANCE EASEMENT  |
| <i>SACWSD</i> | SOUTH ADAMS COUNTY WATER &<br>SANITATION DISTRICT EASEMENT<br>BY SEPARATE DOCUMENT |

- ① BLOCK NUMBER  
 ○ SET 18" LONG NO. 5 REBAR WITH  
 A 1.5" ALUMINUM CAP  
 STAMPED JR ENG PLS 38578

NOTES:  
SEE SHEET 9 FOR LINE AND CURVE TABLES.  
SEE SHEET 9 FOR LOT AREA TABLE.  
SEE SHEET 2 FOR TRACT AREA TABLE.



REUNION CENTER FILING NO. 1, A2  
JOB NO. 14421.49  
MARCH 5, 2025  
SHEET 7 OF 10

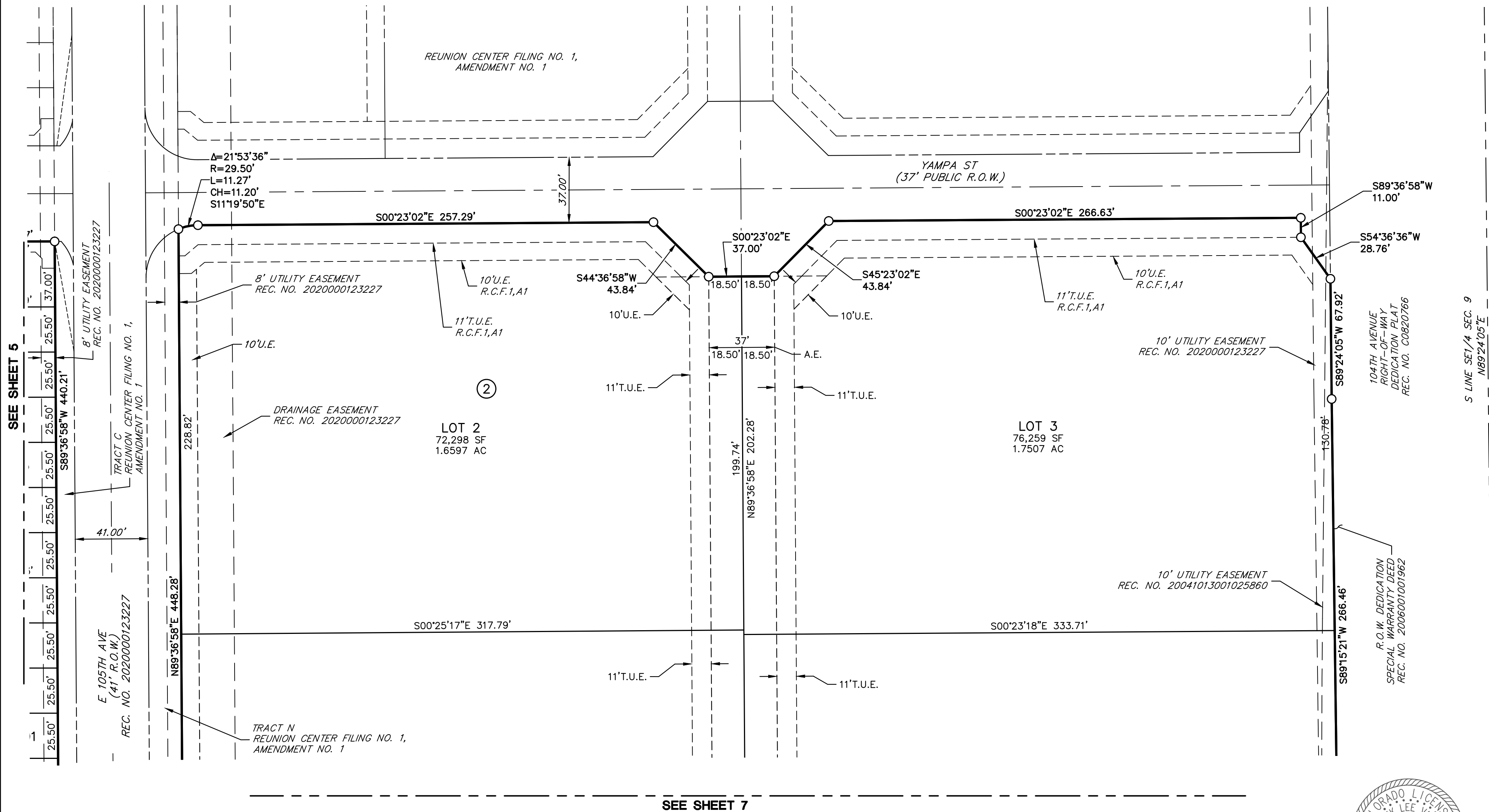


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**REUNION CENTER FILING NO. 1, AMENDMENT NO. 2**

**A REPLAT OF TRACTS B AND O, REUNION CENTER FILING NO. 1, AMENDMENT NO. 1**

**LOCATED IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO**

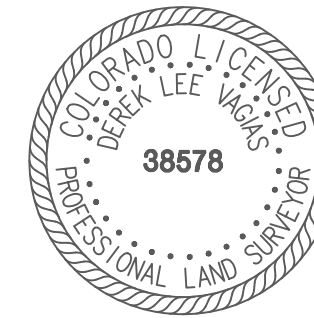
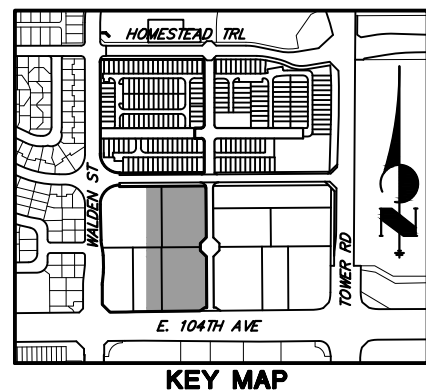


## LEGEND

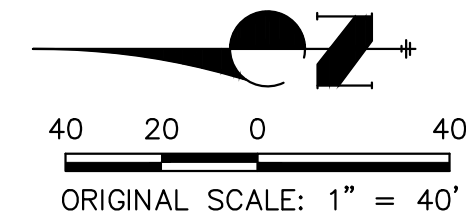
- |                                 |   |   |
|---------------------------------|---|---|
| A.E.                            | ACCESS & UTILITY EASEMENT/FIRE LANE   | ① |
| U.E.                            | UTILITY EASEMENT  |   |
| T.U.E.                          | TRANSPORTATION & UTILITY EASEMENT   | ○ |
| D.E.                            | DRAINAGE EASEMENT   |   |
| S.D.E.                          | SIGHT DISTANCE EASEMENT   |   |
| <i>SACWSD</i>                   | SOUTH ADAMS COUNTY WATER &<br>SANITATION DISTRICT EASEMENT<br>BY SEPARATE DOCUMENT    |   |
| <i>11'T.U.E.<br/>R.C.F.1,A1</i> | TRANSPORTATION & UTILITY EASEMENT PER<br>REUNION CENTER FILING NO. 1, AMENDMENT NO. 1 |   |
| <i>10'U.E.<br/>R.C.F.1,A1</i>   | UTILITY EASEMENT PER<br>REUNION CENTER FILING NO. 1, AMENDMENT NO. 1                  |   |

- ① BLOCK NUMBER  
SET 18" LONG NO. 5 REBAR WITH  
○ A 1.5" ALUMINUM CAP  
STAMPED JR ENG PLS 38578

NOTES:  
SEE SHEET 9 FOR LINE AND CURVE TABLES.  
SEE SHEET 9 FOR LOT AREA TABLE.  
SEE SHEET 2 FOR TRACT AREA TABLE.



REUNION CENTER FILING NO. 1, A2  
JOB NO. 14421.49  
MARCH 5, 2025  
SHEET 8 OF 10



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LOT AREA TABLE			
BLOCK	LOT	SQUARE FEET	ACRES
1	1	1,887	0.0433
1	2	1,887	0.0433
1	3	1,887	0.0433
1	4	1,887	0.0433
1	5	1,887	0.0433
1	6	1,887	0.0433
1	7	1,887	0.0433
1	8	1,887	0.0433
1	9	1,887	0.0433
1	10	1,887	0.0433
1	11	1,887	0.0433
1	12	1,887	0.0433
1	13	1,887	0.0433
1	14	1,887	0.0433
1	15	1,887	0.0433
1	16	1,887	0.0433
1	17	1,887	0.0433
1	18	1,887	0.0433
1	19	1,887	0.0433
1	20	2,033	0.0467
1	21	2,109	0.0484
1	22	1,887	0.0433
1	23	1,887	0.0433

LOT AREA TABLE			
BLOCK	LOT	SQUARE FEET	ACRES
1	24	2,035	0.0467
1	25	2,035	0.0467
1	26	1,887	0.0433
1	27	1,887	0.0433
1	28	2,518	0.0578
1	29	2,604	0.0598
1	30	1,887	0.0433
1	31	1,887	0.0433
1	32	1,887	0.0433
1	33	1,887	0.0433
1	34	1,887	0.0433
1	35	1,887	0.0433
1	36	1,887	0.0433
1	37	1,887	0.0433
1	38	1,887	0.0433
1	39	1,887	0.0433
1	40	2,319	0.0532
1	41	2,636	0.0605
1	42	1,938	0.0445
1	43	1,938	0.0445
1	44	1,938	0.0445
1	45	1,938	0.0445
1	46	2,014	0.0462

LOT AREA TABLE			
BLOCK	LOT	SQUARE FEET	ACRES
1	47	2,014	0.0462
1	48	2,090	0.0480
1	49	2,540	0.0583
1	50	2,060	0.0473
1	51	2,060	0.0473
1	52	2,060	0.0473
1	53	2,060	0.0473
1	54	2,060	0.0473
1	55	2,060	0.0473
1	56	2,060	0.0473
1	57	2,060	0.0473
1	58	2,060	0.0473
1	59	2,060	0.0473
1	60	2,881	0.0661
1	61	2,880	0.0661
1	62	2,059	0.0473
1	63	2,059	0.0473
1	64	2,059	0.0473
1	65	2,059	0.0473
1	66	2,059	0.0473
1	67	2,059	0.0473
1	68	2,059	0.0473
1	69	2,059	0.0473

LOT AREA TABLE			
BLOCK	LOT	SQUARE FEET	ACRES
1	70	2,059	0.0473
1	71	2,059	0.0473
1	72	2,539	0.0583
1	73	2,695	0.0619
1	74	2,349	0.0539
1	75	1,887	0.0433
1	76	1,887	0.0433
1	77	1,887	0.0433
1	78	2,660	0.0611
1	79	2,580	0.0592
1	80	1,887	0.0433
1	81	1,887	0.0433
1	82	1,887	0.0433
1	83	1,887	0.0433
1	84	1,887	0.0433
1	85	1,887	0.0433
1	86	1,887	0.0433
1	87	1,887	0.0433
1	88	1,887	0.0433
1	89	1,887	0.0433
1	90	2,666	0.0612
1	91	2,910	0.0668
1	92	2,027	0.0465

LOT AREA TABLE			
BLOCK	LOT	SQUARE FEET	ACRES
1	93	2,031	0.0466
1	94	2,034	0.0467
1	95	2,038	0.0468
1	96	2,042	0.0469
1	97	2,046	0.0470
1	98	2,050	0.0471
1	99	2,054	0.0472
1	100	2,058	0.0473
1	101	2,062	0.0473
1	102	2,066	0.0474
1	103	2,070	0.0475
1	104	2,074	0.0476
1	105	2,078	0.0477
1	106	2,322	0.0533
2	1	99,006	2.2729
2	2	72,298	1.6597
2	3	76,259	1.7507
2	4	49,794	1.1431
2	5	51,583	1.1842

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C5	36°52'12"	25.00'	16.09'	S18°28'07"E 15.81'
C6	90°00'00"	25.00'	39.27'	S44°57'59"W 35.36'
C7	71°31'53"	25.00'	31.21'	S35°43'55"W 29.22'
C8	18°28'08"	25.00'	8.06'	S80°43'55"W 8.02'
C9	90°00'00"	25.00'	39.27'	S45°02'01"E 35.36'
C10	13°53'12"	25.00'	6.06'	S83°05'26"E 6.04'
C11	76°06'48"	25.00'	33.21'	S38°05'26"E 30.82'
C12	90°00'00"	5.00'	7.85'	S44°57'59"W 7.07'
C13	90°00'00"	5.00'	7.85'	S45°02'01"E 7.07'
C14	90°00'00"	25.00'	39.27'	S44°57'59"W 35.36'
C15	76°06'48"	25.00'	33.21'	S38°01'23"W 30.82'
C16	13°53'12"	25.00'	6.06'	S83°01'23"W 6.04'
C17	90°00'00"	25.00'	39.27'	N45°02'01"W 35.36'
C18	90°00'00"	25.00'	39.27'	S44°57'59"W 35.36'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C19	1°08'46"	25.00'	0.50'	S00°32'21"W 0.50'
C20	88°51'14"	25.00'	38.77'	S45°32'21"W 35.00'
C21	36°52'12"	25.00'	16.09'	N71°35'56"W 15.81'
C22	36°52'12"	25.00'	16.09'	N71°31'53"E 15.81'
C23	22°29'11"	25.00'	9.81'	N64°20'22"E 9.75'
C24	14°23'01"	25.00'	6.28'	N82°46'28"E 6.26'
C25	90°00'00"	25.00'	39.27'	N44°57'59"E 35.36'
C26	90°00'00"	25.00'	39.27'	N45°02'01"W 35.36'
C27	36°52'12"	25.00'	16.09'	S18°28'07"E 15.81'
C28	36°52'12"	25.00'	16.09'	N18°24'04"E 15.81'
C29	36°52'12"	25.00'	16.09'	S18°24'04"W 15.81'
C30	36°52'12"	25.00'	16.09'	N18°28'07"W 15.81'
C31	90°00'00"	25.00'	39.27'	S45°02'01"E 35.36'
C32	90°00'00"	25.00'	39.27'	N44°57'59"E 35.36'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C33	90°00'00"	5.00'	7.85'	N45°02'01"W 7.07'
C34	90°00'00"	5.00'	7.85'	S44°57'59"W 7.07'
C35	36°52'12"	25.00'	16.09'	N71°31'53"E 15.81'
C36	36°52'12"	25.00'	16.09'	N71°35'56"W 15.81'
C37	1°08'46"	25.00'	0.50'	N00°36'24"W 0.50'
C38	88°51'14"	25.00'	38.77'	N45°36'24"W 35.00'
C39	89°24'45"	5.00'	7.80'	N44°44'32"W 7.04'
C40	90°00'00"	5.00'	7.85'	S44°57'59"W 7.07'
C41	90°00'00"	25.00'	39.27'	N45°02'01"W 35.36'
C42	36°52'12"	25.00'	16.09'	N18°24'04"E 15.81'

LINE TABLE		
LINE	BEARING	DISTANCE
L7	N89°57'59"E	14.00'
L8	N89°57'59"E	14.00'
L9	N00°02'01"W	27.00'
L10	S00°02'01"E	27.00'
L11	N00°02'01"W	27.00'
L12	S00°02'01"E	24.00'
L13	N00°02'01"W	24.00'
L14	N00°02'01"W	14.00'
L15	S89°57'59"W	27.00'
L16	S00°02'01"E	14.00'
L17	N89°57'59"E	50.08'
L18	S00°02'01"E	14.00'



REUNION CENTER FILING NO. 1, A2  
JOB NO. 14421.49  
MARCH 5, 2025  
SHEET 9 OF 10



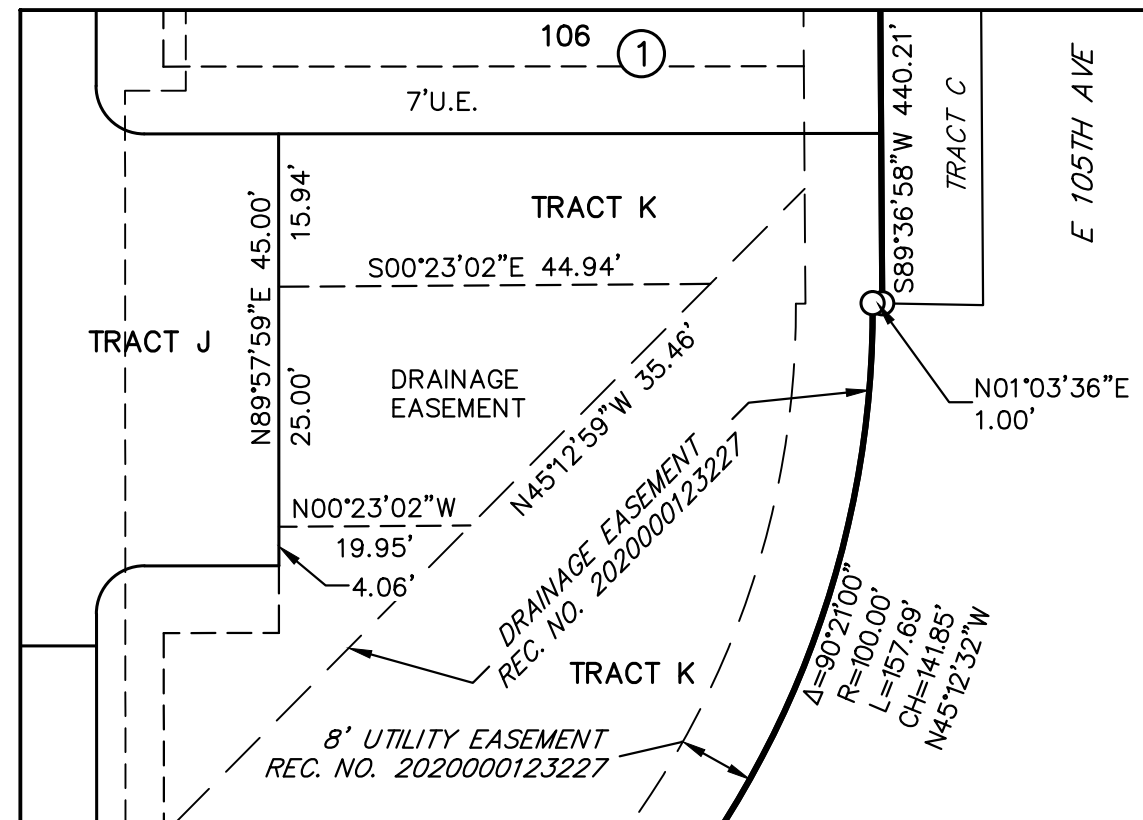
Centennial 303-740-9393 • Colorado Springs 719-593-2593  
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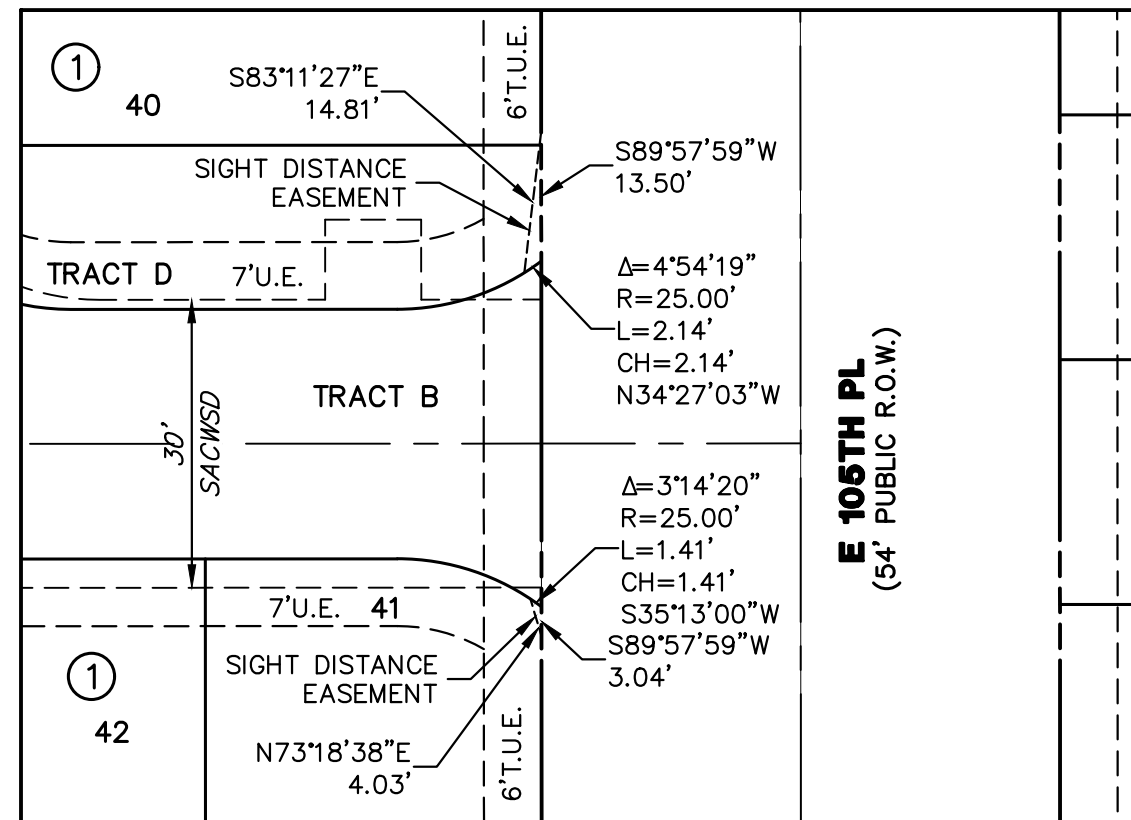
# REUNION CENTER FILING NO. 1, AMENDMENT NO. 2

A REPLAT OF TRACTS B AND O, REUNION CENTER FILING NO. 1, AMENDMENT NO. 1

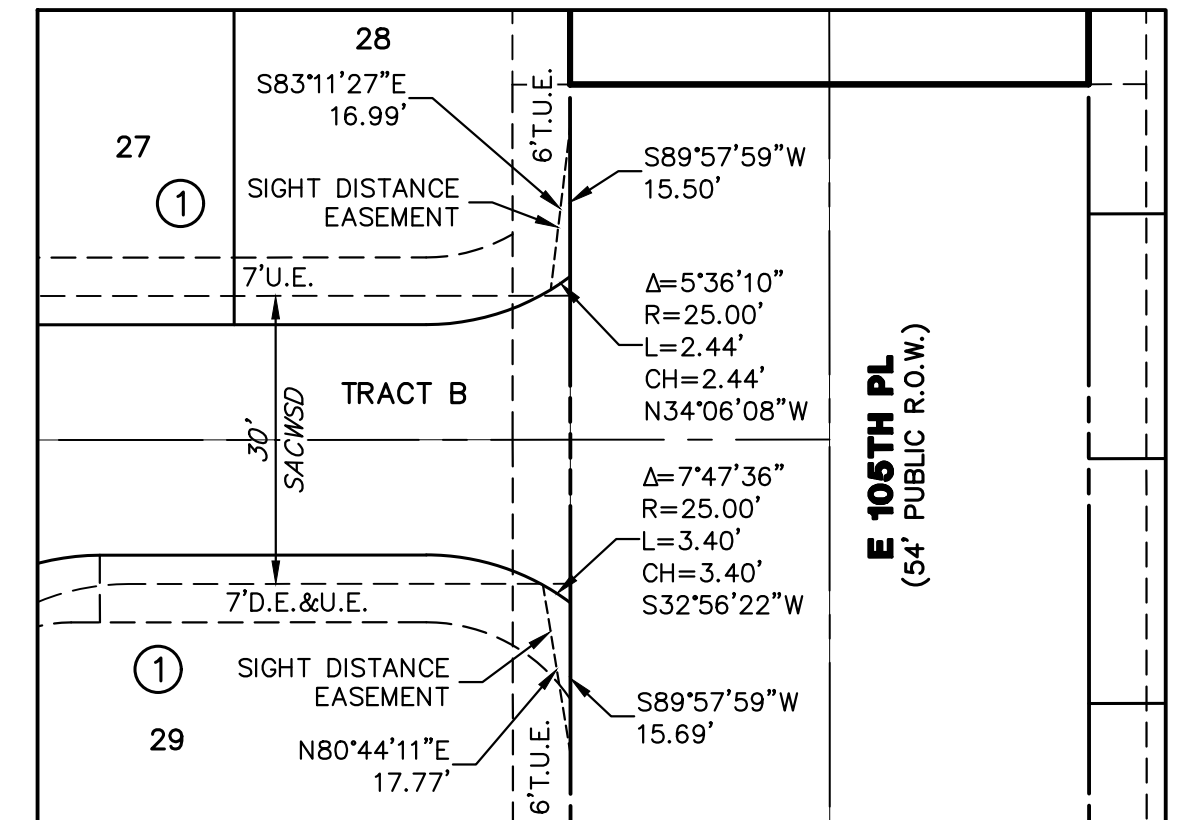
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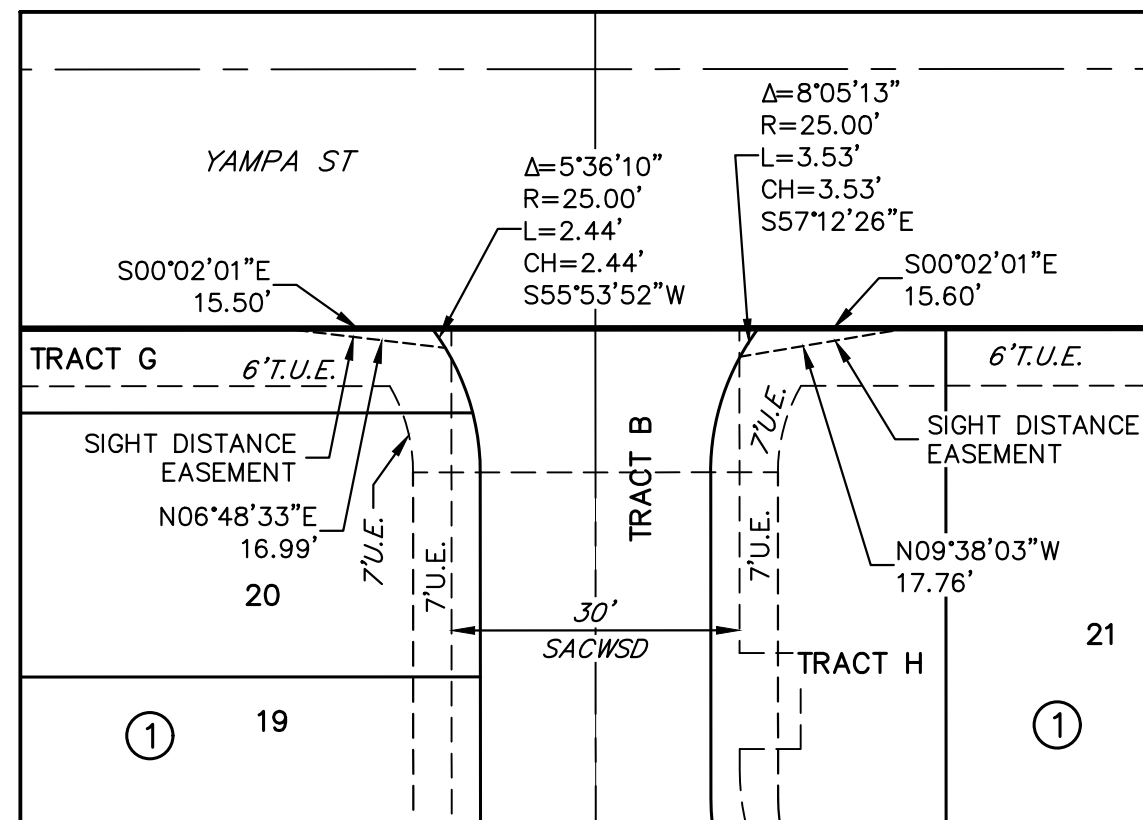
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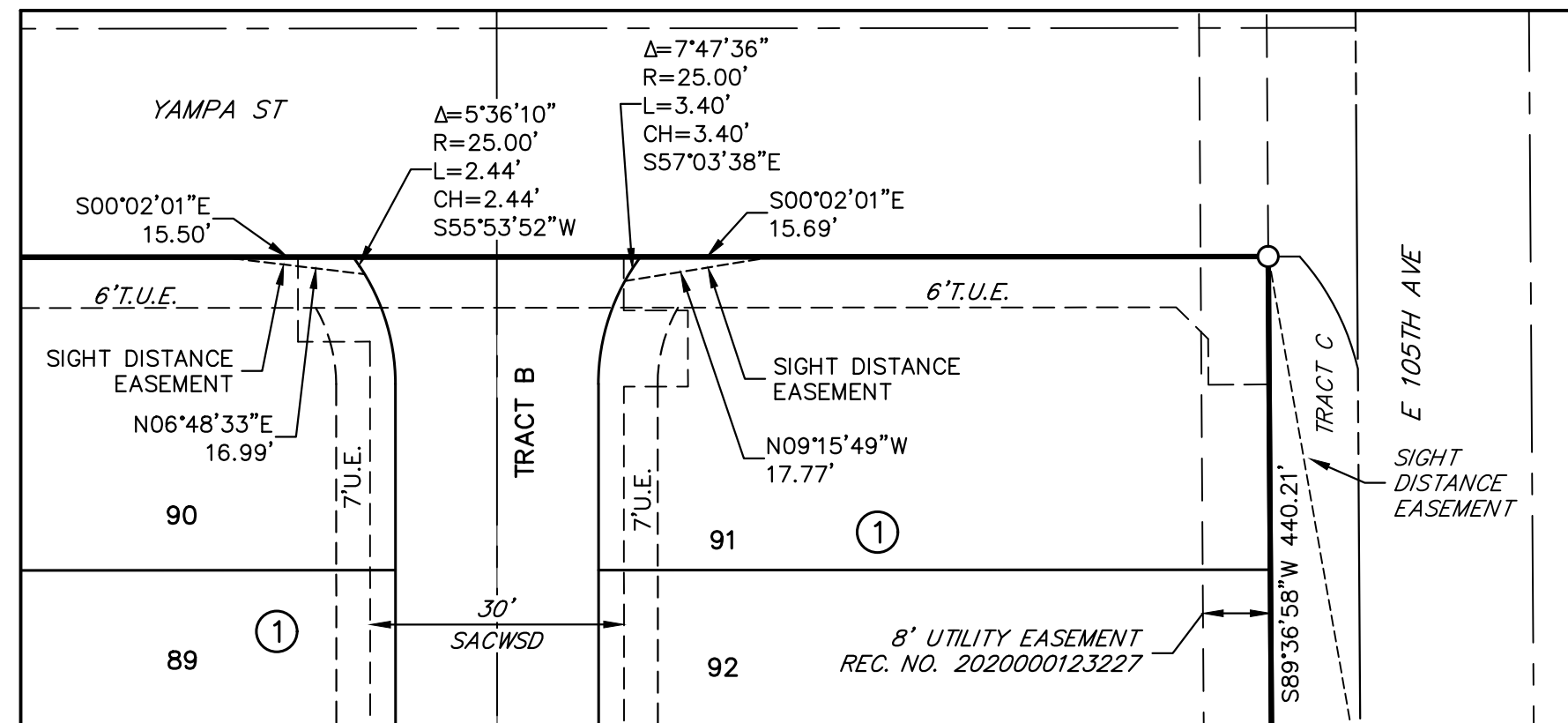
DETAIL B



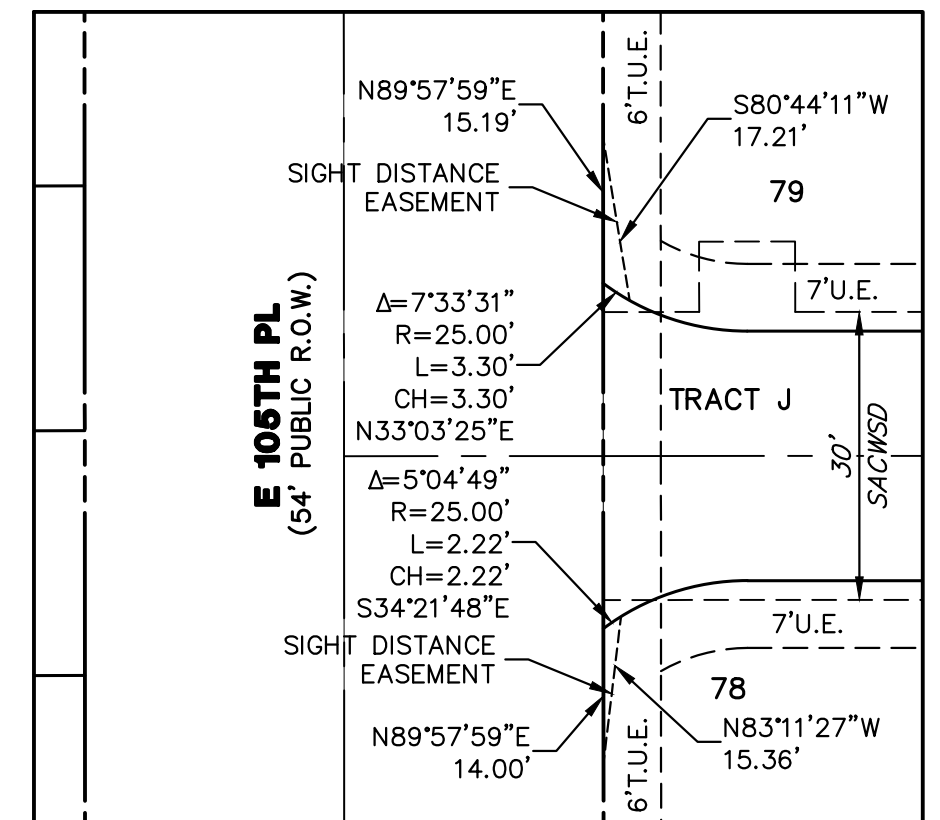
DETAIL C



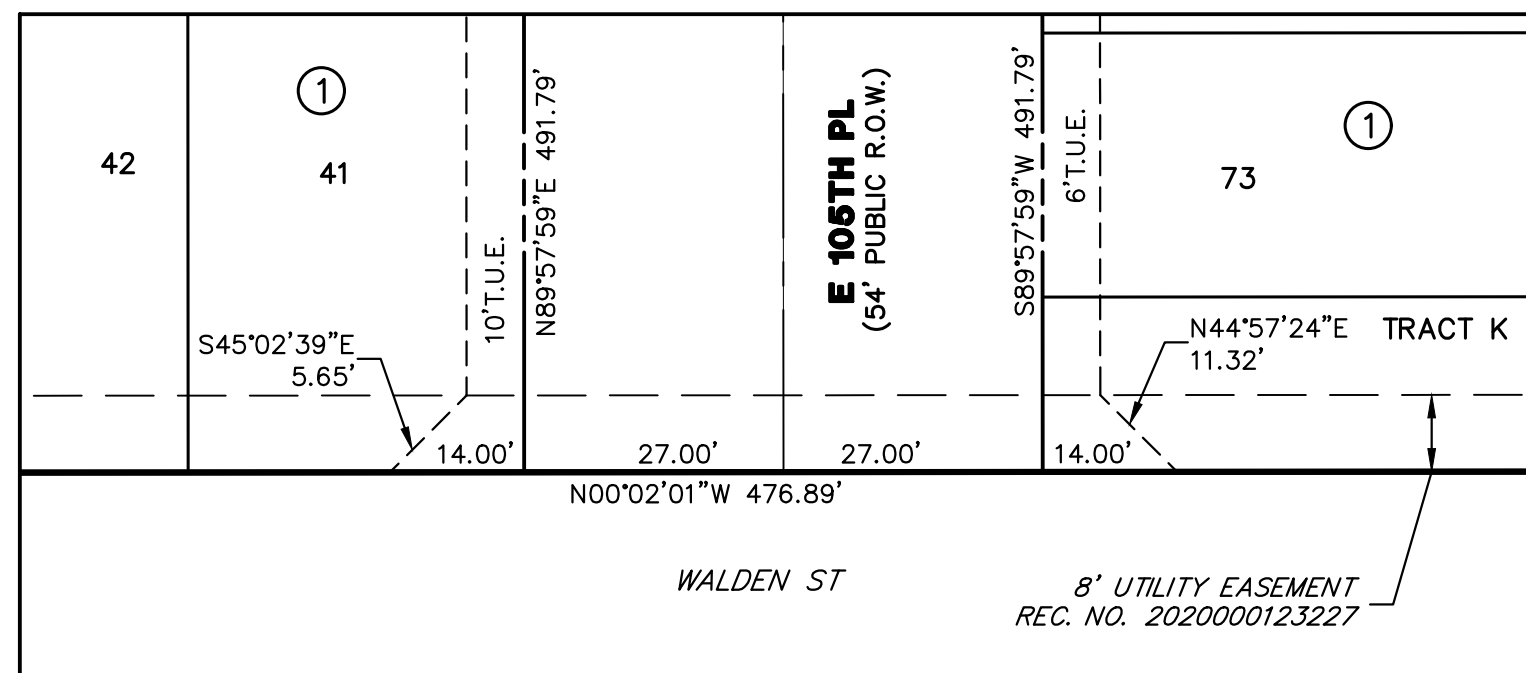
DETAIL D



DETAIL E



DETAIL G



DETAIL F

## LEGEND

A.E. ACCESS & UTILITY EASEMENT/FIRE LANE  
U.E. UTILITY EASEMENT  
T.U.E. TRANSPORTATION & UTILITY EASEMENT  
D.E. DRAINAGE EASEMENT  
S.D.E. SIGHT DISTANCE EASEMENT  
SOUTH ADAMS COUNTY WATER & SANITATION DISTRICT EASEMENT BY SEPARATE DOCUMENT  
SACWSD

① BLOCK NUMBER  
○ SET 18" LONG NO. 5 REBAR WITH A 1.5" ALUMINUM CAP  
STAMPED JR ENG PLS 38578

REUNION CENTER FILING NO. 1, A2  
JOB NO. 14421.49  
MARCH 5, 2025  
SHEET 10 OF 10

**J-R ENGINEERING**  
A Westrian Company

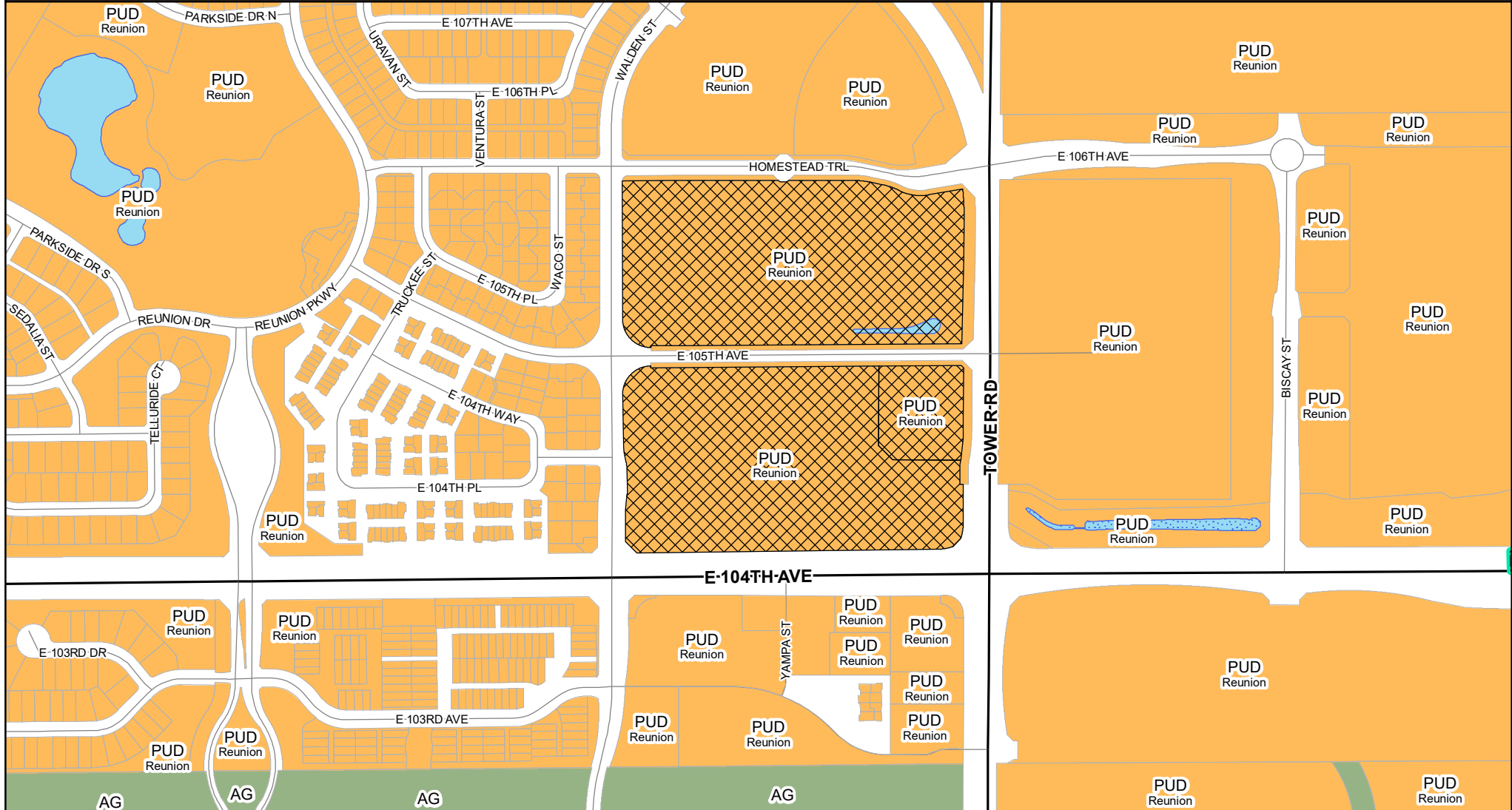
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# Vicinity Map






Case: S-762-20-21-25-25



PIN: 172309421001, 172309422001, 172309422002

0 310 620 1,240 Feet



-  Subject Property
-  PUD - Planned Unit Development District
-  AG - Agricultural District
-  Commerce City Boundary
-  Growth Boundary



# Subdivision Report

## Case #S-762-20-21-25

*Planning Commission Date: October 7, 2025*

*City Council Date: November 17, 2025*

### **GENERAL INFORMATION**

<b>PROJECT NAME</b>	Reunion Center Filing 1 Amendment 1– Final Plat
<b>LOCATION</b>	Generally between East 104th Avenue and Homestead Trail and between Walden Street and Tower Road
<b>SITE SIZE</b>	35.55 Acres
<b>CURRENT ZONING</b>	PUD (Planned Unit Development District)
<b>APPLICANT</b>	Oakwood Homes
<b>OWNER(S)</b>	Clayton Properties Group INC C/O GMA
<b>CASE PLANNER</b>	Nic Berry

### **REQUEST**

The final plat, if approved, creates lots for residential and commercial development located at the northwest corner of East 104<sup>th</sup> Avenue and Tower Road. The request is being made by Oakwood Homes in conjunction with development of the residential lots.

### **BACKGROUND AND CASE HISTORY**

Oakwood Homes is proposing a final plat for the northwest corner of East 104<sup>th</sup> Avenue and Tower Road. The 35.55 acre site is being subdivided into 84 residential lots, 5 commercial lots, and 2 tracts for future development (further subdivided by Reunion Center Filing 1 Amendment 2). Additionally, there are 16 tracts for open space, utilities, private roadways and drainage. The future commercial users are not known at this time.

The subject property is located within the Reunion PUD. Reunion PUD Amendment 5, approved in 2019, designated this property as Towncenter-2 (TC-2), which allows residential and commercial uses. The applicant is proposing development of alley loaded duplexes, a private park, and required public improvements along Homestead Trail, East 104<sup>th</sup> Avenue, East 105<sup>th</sup> Avenue and Yampa Street (public Right-of-Way created by this plat).

### **Public Comment**

As a part of the review of a Final Plat, public notice is required prior to a plat being approved. When this notice was sent out staff received 11 public comments sent via email (these are attached in the packet). City Council subsequently requested that this plat go through the public



hearing process. All public hearings are required to be publicly noticed. No additional comments have been received for this case following the notice for public hearing.

## **ADDITIONAL INFORMATION**

There is a PUD Development Permit (D-529-25) that is currently under review for this site. There are no public improvements required along Tower Road/High Plains Parkway as that design has not been finalized. There are additional parcels contained in the original Reunion Center Filing 1 (not a part of this plat) which will need to be subdivided. Improvements to Tower Road/ High Plains Parkway will be required by a later plat.

The subject parcel is located within planning area 1-F of Reunion PUD Amendment 5. Which allows for a density between 5 and 40 dwelling units per acre. The current plat is proposing approximately 11 dwelling units per acre.

## **PROJECT ANALYSIS**

### **Site Overview**

The requested final plat (Reunion Center Filing 1 Amendment 1) is approximately 35.55 acres in total and is generally located between East 104th Avenue and Homestead Trail and between Walden Street and Tower Road. The area is currently undeveloped.

Surrounding the subject parcel is a mix of uses. To the west of the subject property is cluster homes, to the south is the Reunion Village Plaza, to the north is the STEAD School, and to the east is vacant land. The proposed commercial lots equate to approximately the same total size as the Reunion Village Plaza, which is the commercial development across East 104<sup>th</sup> Avenue.

### **Traffic Study**

Traffic Studies use a measure of level of service to determine where intersections are working properly or where improvements might be needed. The Traffic Engineer completing the study will evaluate the intersection based upon safety, congestion/delays, and overall travel time. Based upon what is overserved and projected in 2050 an intersection will receive a letter grade from A to F. These letter grades are given for four scenarios, present day traffic, present day traffic with development, future traffic without development, future traffic with development. The Traffic Study associated with this plat contemplated both the development of residential and commercial lots. The full development of the subject property will change the expected levels of service at the following locations.

Intersection	Direction	AM/PM Impact
104 <sup>th</sup> and Tower Road	Northbound Traffic	AM and PM
104 <sup>th</sup> and Walden Street	Eastbound Left Turn	PM
104 <sup>th</sup> and Walden Street	Eastbound Traffic	AM
104 <sup>th</sup> and Walden Street	Westbound Left Turn	AM
104 <sup>th</sup> and Walden Street	Westbound Traffic	AM
104 <sup>th</sup> and Walden Street	Westbound Right Turn	AM
Tower Road and 105 <sup>th</sup> Avenue	Eastbound Right Turn	AM and PM
Tower Road and 105 <sup>th</sup> Avenue	Northbound Left Turn	AM

104 <sup>th</sup> Avenue and Yampa Street	Eastbound Left Turn	PM
104 <sup>th</sup> Avenue and Yampa Street	Northbound Right Turn	AM
Walden Street and 104 <sup>th</sup> Way	Eastbound Traffic	PM
105 <sup>th</sup> Avenue and Yampa Street	Southbound Traffic	AM and PM

None of the intersections listed above are expected to fail as a result of development. The traffic study identified locations that are currently failing levels of service, Tower Road and 104<sup>th</sup> Southbound Left Turn and 104<sup>th</sup> Avenue and Walden Street Northbound Right Turn. As a result of this traffic study and coordination efforts with the Denver Regional Council of Governments Commerce City Public Works has modified the timing of the lights which mitigates the impacts of the proposed development and improves existing levels of service.

### **Development Agreement**

The developer is able to mitigate the impacts of this proposed development. The City is able to require the developer to construct the list below as a part of the development agreements for the two final plats. These improvements detailed in the Reunion Center Filing 1 Amendment 1 Development Agreement include:

Intersection	Improvement
Walden Street & Homestead Trail	All-way stop
Tower Road & East 105th Avenue	Northbound-left and southbound-right turn lanes
East 104th Avenue & Yampa Street	Reconfigure existing street stub
Walden Street & East 104th Way	Reconfigure existing street stub
Walden Street & East 105th Place	Southbound-left turn lane

Additionally, staff has incorporated requirements for infrastructure improvements for the public roadways, rights of way, storm sewer systems, sidewalks (including multiuse paths), and landscaping. The Development Agreements also identify all private alleys that the Developer agrees to construct and maintain.

### **School District Impacts**

The land dedication requirements for Reunion Center Filing 1 Amendment 1 have been satisfied with the dedication for an elementary school location in Reunion Ridge. Therefore, this development would not be required to pay cash-in-lieu. Please see the school district letter for more information on the impact of this development, capacities of the schools, and future plans of 27J School District.

### **Parks and Recreation Impacts**

As a residential development, this plat requires either land dedication or cash-in-lieu for parks. The developer has satisfied all public park land dedication with previous plats. Therefore, they will not have to dedicate public space or pay cash-in-lieu. In conjunction with Reunion Center Filing 1 Amendment 2 plat the developer is proposing to include an approximately 6,600 square foot private park adjacent to East 105<sup>th</sup> Avenue and Walden Street.

## **Overall Analysis**

Staff has determined that all the proposed lots meet all the relevant City standards from the Land Development Code, Engineering Standards and Specifications and the requirements from Reunion PUD Amendment 5 zoning.

The City's Engineering and Public Works staff have reviewed traffic generation, drainage and other technical plat details, and no concerns remain.

The proposed final plat and associated PUD Development Permit have been reviewed by the Development Review Team, including: Planning, Public Works, South Adams County Fire Department, GIS, Parks, District 27J Schools, Xcel Energy, United Power, Mile High Flood District, Adams County Health Department (formerly Tri-County), South Adams County Water and Sanitation District. There are no outstanding comments or concerns.

## **FINAL PLAT APPROVAL CRITERIA**

A decision for this case must be based on the following criteria from Sec. 21-3241 of the Land Development Code:

**Criteria (a): The subdivision is consistent with any approved rezoning, concept plan or PUD Zone Document;**

The Reunion PUD Amendment 5 is the approved PUD Zone Document for this location. This plat application is consistent with the development standards for TC-2, Non-residential and Single-Family Attached found in the PUD Zone Document. *Therefore, it can be found that this application **meets Criteria (a).***

**Criteria (b): The subdivision is consistent with and implements the intent of the specific zoning district in which it is located;**

This subdivision is consistent with the intent of the Reunion PUD Amendment 5 and the Land Development Code. The Towncenter-2 (TC-2) allows for both residential and commercial development. This plat is proposing a horizontal mixed-use development desired by the PUD Zone Document. Furthermore, the proposed development fits with how this mixed-use district has been historically developed within the PUD. The development on the southwest corner of East 104<sup>th</sup> Avenue and Tower Road is zoned for mixed use. This plat is matching both the approximate width and depth of the commercial land. *Therefore, it can be found that this application **meets Criteria (b).***

**Criteria (c): There is no evidence to suggest that the subdivision violates any state, federal, or local laws, regulations, or requirements;**

Through the City of Commerce City's review process, the various Development Review Team agencies including the South Adams County Water and Sanitation District, South Adams County Fire Department, Denver International Airport Strategic Planning, United Power, Xcel Energy, and City of Commerce City Economic Development Division, Geographic Information Services Division, Parks, Recreation and Golf Department, City Attorney's Office, Planning Division, Public Works Department, and Engineering Review

Division found that there is no evidence to suggest that the proposed final plat will violate any state, federal, or local laws, regulations, or requirements. *Therefore, it can be found that this application **meets Criteria (c).***

**Criteria (d): The general layout of lots, roads, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, and otherwise accomplishes the purposes and intent of this land development code;**

The final plat will create 84 residential lots and 5 commercial lots near the northwest corner of East 104<sup>th</sup> Avenue and Tower Road. The roadways created by this plat are designed to align with existing City roads and planned future roads. While utility lines and drainage facilities are located to connect to existing service lines. Additionally, the proposal includes 2.97 acres of open space (approximately 30%) which exceeds the requirements of the Land Development Code, thereby implementing the intent of the PUD Zone Document and Land Development Code. *Therefore, it can be found that this application **meets Criteria (d).***

**Criteria (e): The subdivision complies with all applicable city standards and does not unnecessarily create lots or patterns of lots that make compliance with such standards difficult or infeasible;**

Through the City of Commerce City's review process, staff found that the proposed final plat complies with the Reunion PUD bulk standards including minimum lot area and lot widths. In addition, the standards found within [Sec. 21-6220. - Lots](#), [Sec. 21-6210. Subdivision and Street Names](#), and [Sec. 21-6240. - Streets and Circulation](#) are adhered to. Specifically, the proposed lots abut a public street and City approved access. Proper connectivity throughout the site and into the site is present. Additionally, this final plat is consistent with other standards (Engineering Standards and Specifications, International Fire Code and other relevant standards) and does not create lots or a layout that would make the implementation of any standards difficult. *Therefore, it can be found that this application **meets Criteria (e).***

**Criteria (f): The subdivision:**

**(i) Will not result in a substantial or undue adverse effect on adjacent properties, traffic conditions, parking, public improvements, either as they presently exist or as they may in the future exist as a result of the implementation of provisions and policies of the comprehensive plan, this land development code, or any other plan, program or ordinance adopted by the city; or**

**(ii) Any adverse effect has been or will be mitigated to the maximum extent feasible;**

The Development Agreement requires the developer to make multiple improvements to mitigate any traffic impacts, a list of these improvements can be found in this document (see the Development Agreement section). The proposed site improvements will mitigate impacts to the extent possible and meet all development standards and

requirements; and as a result, no substantial or undue adverse impacts are expected for adjacent properties. *Therefore, it can be found that this application **meets Criteria (f)(ii).***

**Criteria (g): Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools are available to serve the subject property, while maintaining sufficient levels of service to existing development;**

This project will connect to existing services for utilities. While benefiting from existing parks, schools and roadways (several school and parks sites have been dedicated previously by this developer). The improvements the developer will be making to existing roadways will help to maintain sufficient levels of service for developed properties. Additionally, this proposal was reviewed by Commerce City Public Works, Commerce City Development Engineers, United Power, Xcel Energy, Commerce City Parks and Recreation, and 27j School District. There are no outstanding concerns. 27j School District has provided a letter which indicates that there is sufficient school space to absorb the students expected to enter the district as a result of this development. *Therefore, it can be found that this application **meets Criteria (g).***

**Criteria (h): A development agreement between the city and the applicant has been executed and addresses the construction of all required public improvements; and**

A Development Agreement has been finalized for this proposed plat between the applicant and the City. The developer has agreed to construct the required improvement (see Development Agreement section) and will be responsible for securing bonds for those improvements throughout the warranty period. *Therefore, it can be found that this application **meets Criteria (h).***

**Criteria (i): As applicable, the proposed phasing plan for development of the subdivision is rational in terms of available infrastructure capacity.**

*Not applicable, no phasing is proposed by this plat.*

## **CONSIDERATIONS FOR DISCUSSION**

1. A final plat does not dictate allowable uses.
2. The lots meet all applicable standards including: size, frontage, density and access.
3. A Development Agreement has been executed, or will be executed prior to the City Council hearing, which details the required improvements.

## **POTENTIAL MOTIONS**

1. Approval
  - i. I move that the Planning Commission enter a finding that the requested **Reunion Center Filing 1 Amendment 1 Final Plat** contained in case **S-762-20-21-25** meets the criteria of the Land Development Code and based upon such finding, recommend approval of the **Final Plat** to City Council.
2. Approval with conditions

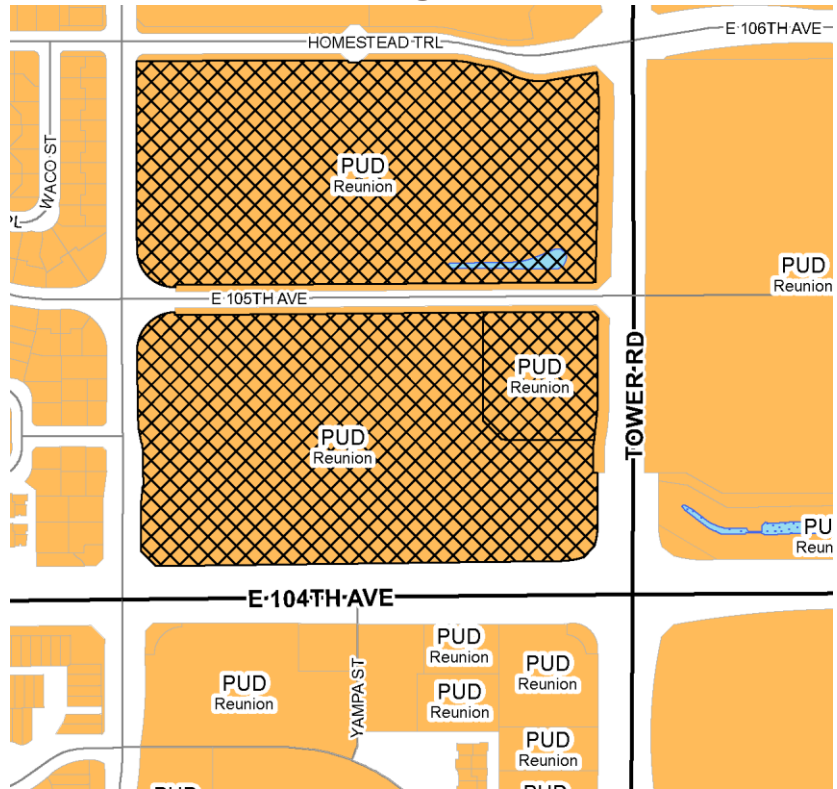
- i. I move that the Planning Commission enter a finding that the requested **Reunion Center Filing 1 Amendment 1 Final Plat** contained in case **S-762-20-21-25** meets the criteria of the Land Development Code and based upon such finding, recommend approval of the **Final Plat** to City Council with the following conditions:

- 1. [Insert Condition]

3. Denial

- i. I move that the Planning Commission enter a finding that the requested **Reunion Center Filing 1 Amendment 1** contained in case **S-762-20-21-25** fails to meet the criteria of the Land Development Code and based upon such finding, recommend denial of the **Final Plat** to City Council.

# Zoning Map





## Aerial Map





# Subdivision Report

## Case # S-762-20-21-25-25

*Planning Commission Date: October 7, 2025*

*City Council Date: November 17, 2025*

### **GENERAL INFORMATION**

<b>PROJECT NAME</b>	Reunion Center Filing 1 Amendment 2– Final Plat
<b>LOCATION</b>	Generally between East 104th Avenue and Homestead Trail and between Walden Street and Yampa Street
<b>SITE SIZE</b>	15.25 Acres
<b>CURRENT ZONING</b>	PUD (Planned Unit Development District)
<b>APPLICANT</b>	Oakwood Homes
<b>OWNER(S)</b>	Clayton Properties Group INC C/O GMA
<b>CASE PLANNER</b>	Nic Berry

### **REQUEST**

The final plat, if approved, creates lots for residential and commercial development located at the northwest corner of East 104<sup>th</sup> Avenue and Yampa Street. The request is being made by Oakwood Homes in conjunction with development of the residential lots.

### **BACKGROUND AND CASE HISTORY**

Oakwood Homes is proposing a final plat for the northwest corner of East 104<sup>th</sup> Avenue and Yampa Street. The 15.25 acre site is being subdivided into 106 residential lots, 5 commercial lots, and 11 tracts for open space, utilities, private roadways and drainage. The future commercial users are not known at this time.

The subject property is located within the Reunion PUD. Reunion PUD Amendment 5, approved in 2019, designated this property as Towncenter-2 (TC-2), which allows residential and commercial uses. The applicant is proposing development of alley loaded duplexes, a private park, and required public improvements along Homestead Trail, East 104<sup>th</sup> Avenue, East 105<sup>th</sup> Avenue and Yampa Street (public Right-of-Way created by this plat).

### **Public Comment**

As a part of the review of a Final Plat, public notice is required prior to a plat being approved. When this notice was sent out staff received 11 public comments sent via email (these are attached in the packet). City Council subsequently requested that this plat go through the public hearing process. All public hearings are required to be publicly noticed. No additional comments have been received for this case following the notice for public hearing.

## **ADDITIONAL INFORMATION**

There is a PUD Development Permit (D-530-25) that is currently under review for this site. There are no public improvements required along Tower Road/High Plains Parkway as that design has not been finalized. There are additional parcels contained in the original Reunion Center Filing 1 (not a part of this plat) which will need to be subdivided. Improvements to Tower Road/ High Plains Parkway will be required by a later plat.

The subject parcel is located within planning area 1-F of Reunion PUD Amendment 5. Which allows for a density between 5 and 40 dwelling units per acre. The current plat is proposing approximately 11 dwelling units per acre.

## **PROJECT ANALYSIS**

### **Site Overview**

The requested final plat (Reunion Center Filing 1 Amendment 2) is approximately 15.25 acres in total and is generally located between East 104<sup>th</sup> Avenue and Homestead Trail and between Walden Street and Yampa Street. The area is currently undeveloped.

Surrounding the subject parcel is a mix of uses. To the west of the subject property is cluster homes, to the south is the Reunion Village Plaza, to the north is the STEAD School, and to the east is vacant land. The proposed commercial lots equate to approximately the same total size as the Reunion Village Plaza, which is the commercial development across East 104<sup>th</sup> Avenue.

### **Traffic Study**

Traffic Studies use a measure of level of service to determine where intersections are working properly or where improvements might be needed. The Traffic Engineer completing the study will evaluate the intersection based upon safety, congestion/delays, and overall travel time. Based upon what is overserved and projected in 2050 an intersection will receive a letter grade from A to F. These letter grades are given for four scenarios, present day traffic, present day traffic with development, future traffic without development, future traffic with development. The Traffic Study associated with this plat contemplated both the development of residential and commercial lots. The full development of the subject property will change the expected levels of service at the following locations.

Intersection	Direction	AM/PM Impact
104 <sup>th</sup> and Tower Road	Northbound Traffic	AM and PM
104 <sup>th</sup> and Walden Street	Eastbound Left Turn	PM
104 <sup>th</sup> and Walden Street	Eastbound Traffic	AM
104 <sup>th</sup> and Walden Street	Westbound Left Turn	AM
104 <sup>th</sup> and Walden Street	Westbound Traffic	AM
104 <sup>th</sup> and Walden Street	Westbound Right Turn	AM
Tower Road and 105 <sup>th</sup> Avenue	Eastbound Right Turn	AM and PM
Tower Road and 105 <sup>th</sup> Avenue	Northbound Left Turn	AM
104 <sup>th</sup> Avenue and Yampa Street	Eastbound Left Turn	PM
104 <sup>th</sup> Avenue and Yampa Street	Northbound Right Turn	AM

Walden Street and 104 <sup>th</sup> Way	Eastbound Traffic	PM
105 <sup>th</sup> Avenue and Yampa Street	Southbound Traffic	AM and PM

None of the intersections listed above are expected to fail as a result of development. The traffic study identified locations that are currently failing levels of service, Tower Road and 104<sup>th</sup> Southbound Left Turn and 104<sup>th</sup> Avenue and Walden Street Northbound Right Turn. As a result of this traffic study and coordination efforts with the Denver Regional Council of Governments Commerce City Public Works has modified the timing of the lights which mitigates the impacts of the proposed development and improves existing levels of service.

### **Development Agreement**

The developer is able to mitigate the impacts of this proposed development. The City is able to require the developer to construct the list below as a part of the development agreements for the two final plats. These improvements detailed in Reunion Center Filing 1 Amendment 1 development agreement include:

Intersection	Improvement
Walden Street & Homestead Trail	All-way stop
Tower Road & East 105th Avenue	Northbound-left and southbound-right turn lanes
East 104th Avenue & Yampa Street	Reconfigure existing street stub
Walden Street & East 104th Way	Reconfigure existing street stub
Walden Street & East 105th Place	Southbound-left turn lane

Additionally, staff has incorporated requirements for infrastructure improvements for the public roadways, rights of way, storm sewer systems, sidewalks (including multiuse paths), and landscaping. The Development Agreements also identify all private alleys that the Developer agrees to construct and maintain.

### **School District Impacts**

The land dedication requirements for Reunion Center Filing 1 Amendment 2 have been satisfied with the dedication for an elementary school location in Reunion Ridge. Therefore, this development would not be required to pay cash-in-lieu. Please see the school district letter for more information on the impact of this development, capacities of the schools, and future plans of 27J School District.

### **Parks and Recreation Impacts**

As a residential development, this plat requires either land dedication or cash-in-lieu for parks. The developer has satisfied all public park land dedication with previous plats. Therefore, they will not have to dedicate public space or pay cash-in-lieu. In conjunction with this plat the developer is proposing to include an approximately 6,600 square foot private park adjacent to East 105<sup>th</sup> Avenue and Walden Street.

### **Overall Analysis**

Staff has determined that all the proposed lots meet all the relevant City standards from the Land Development Code, Engineering Standards and Specifications and the requirements from Reunion PUD Amendment 5 zoning.

The City's Engineering and Public Works staff have reviewed traffic generation, drainage and other technical plat details, and no concerns remain.

The proposed final plat and associated PUD Development Permit have been reviewed by the Development Review Team, including: Planning, Public Works, South Adams County Fire Department, GIS, Parks, District 27J Schools, Xcel Energy, United Power, Mile High Flood District, Adams County Health Department (formerly Tri-County), South Adams County Water and Sanitation District. There are no outstanding comments or concerns.

## **FINAL PLAT APPROVAL CRITERIA**

A decision for this case must be based on the following criteria from Sec. 21-3241 of the Land Development Code:

**Criteria (a): The subdivision is consistent with any approved rezoning, concept plan or PUD Zone Document;**

The Reunion PUD Amendment 5 is the approved PUD Zone Document for this location. This plat application is consistent with the development standards for TC-2, Non-residential and Single-Family Attached found in the PUD Zone Document. *Therefore, it can be found that this application **meets Criteria (a).***

**Criteria (b): The subdivision is consistent with and implements the intent of the specific zoning district in which it is located;**

This subdivision is consistent with the intent of the Reunion PUD Amendment 5 and the Land Development Code. The Towncenter-2 (TC-2) allows for both residential and commercial development. This plat is proposing a horizontal mixed-use development desired by the PUD Zone Document. Furthermore, the proposed development fits with how this mixed-use district has been historically developed within the PUD. The development on the southwest corner of East 104<sup>th</sup> Avenue and Tower Road is zoned for mixed use. This plat is matching both the approximate width and depth of the commercial land. *Therefore, it can be found that this application **meets Criteria (b).***

**Criteria (c): There is no evidence to suggest that the subdivision violates any state, federal, or local laws, regulations, or requirements;**

Through the City of Commerce City's review process, the various Development Review Team agencies including the South Adams County Water and Sanitation District, South Adams County Fire Department, Denver International Airport Strategic Planning, United Power, Xcel Energy, and City of Commerce City Economic Development Division, Geographic Information Services Division, Parks, Recreation and Golf Department, City Attorney's Office, Planning Division, Public Works Department, and Engineering Review Division found that there is no evidence to suggest that the proposed final plat will

violate any state, federal, or local laws, regulations, or requirements. *Therefore, it can be found that this application **meets Criteria (c).***

**Criteria (d): The general layout of lots, roads, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, and otherwise accomplishes the purposes and intent of this land development code;**

The final plat will create 106 residential lots and 5 commercial lots near the northwest corner of East 104<sup>th</sup> Avenue and Yampa Street. The roadways created by this plat are designed to align with existing City roads and planned future roads. While utility lines and drainage facilities are located to connect to existing service lines. Additionally, the proposal includes 2.97 acres of open space (approximately 30%) which exceeds the requirements of the Land Development Code, thereby implementing the intent of the PUD Zone Document and Land Development Code. *Therefore, it can be found that this application **meets Criteria (d).***

**Criteria (e): The subdivision complies with all applicable city standards and does not unnecessarily create lots or patterns of lots that make compliance with such standards difficult or infeasible;**

Through the City of Commerce City's review process, staff found that the proposed final plat complies with the Reunion PUD bulk standards including minimum lot area and lot widths. In addition, the standards found within [Sec. 21-6220. - Lots](#), [Sec. 21-6210. Subdivision and Street Names](#), and [Sec. 21-6240. - Streets and Circulation](#) are adhered to. Specifically, the proposed lots abut a public street and City approved access. Proper connectivity throughout the site and into the site is present. Additionally, this final plat is consistent with other standards (Engineering Standards and Specifications, International Fire Code and other relevant standards) and does not create lots or a layout that would make the implementation of any standards difficult. *Therefore, it can be found that this application **meets Criteria (e).***

**Criteria (f): The subdivision:**

**(i) Will not result in a substantial or undue adverse effect on adjacent properties, traffic conditions, parking, public improvements, either as they presently exist or as they may in the future exist as a result of the implementation of provisions and policies of the comprehensive plan, this land development code, or any other plan, program or ordinance adopted by the city; or**

**(ii) Any adverse effect has been or will be mitigated to the maximum extent feasible;**

The Development Agreement requires the developer to make multiple improvements to mitigate any traffic impacts, a list of these improvements can be found in this document (see the Development Agreement section). The proposed site improvements will mitigate impacts to the extent possible and meet all development standards and

requirements; and as a result, no substantial or undue adverse impacts are expected for adjacent properties. *Therefore, it can be found that this application **meets Criteria (f)(ii).***

**Criteria (g): Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools are available to serve the subject property, while maintaining sufficient levels of service to existing development;**

This project will connect to existing services for utilities. While benefiting from existing parks, schools and roadways (several school and parks sites have been dedicated previously by this developer). The improvements the developer will be making to existing roadways will help to maintain sufficient levels of service for developed properties. Additionally, this proposal was reviewed by Commerce City Public Works, Commerce City Development Engineers, United Power, Xcel Energy, Commerce City Parks and Recreation, and 27j School District. There are no outstanding concerns. 27j School District has provided a letter which indicates that there is sufficient school space to absorb the students expected to enter the district as a result of this development. *Therefore, it can be found that this application **meets Criteria (g).***

**Criteria (h): A development agreement between the city and the applicant has been executed and addresses the construction of all required public improvements; and**

A Development Agreement has been finalized for this proposed plat between the applicant and the City. The developer has agreed to construct the required improvement (see Development Agreement section) and will be responsible for securing bonds for those improvements throughout the warranty period. *Therefore, it can be found that this application **meets Criteria (h).***

**Criteria (i): As applicable, the proposed phasing plan for development of the subdivision is rational in terms of available infrastructure capacity.**

*Not applicable, no phasing is proposed by this plat.*

## **CONSIDERATIONS FOR DISCUSSION**

1. A final plat does not dictate allowable uses.
2. The lots meet all applicable standards including: size, frontage, density and access.
3. A Development Agreement has been executed, or will be executed prior to the City Council hearing, which details the required improvements.

## **POTENTIAL MOTIONS**

1. Approval
  - i. I move that the Planning Commission enter a finding that the requested **Reunion Center Filing 1 Amendment 2 Final Plat** contained in case **S-762-20-21-25-25** meets the criteria of the Land Development Code and based upon such finding, recommend approval of the **Final Plat** to City Council.
2. Approval with conditions



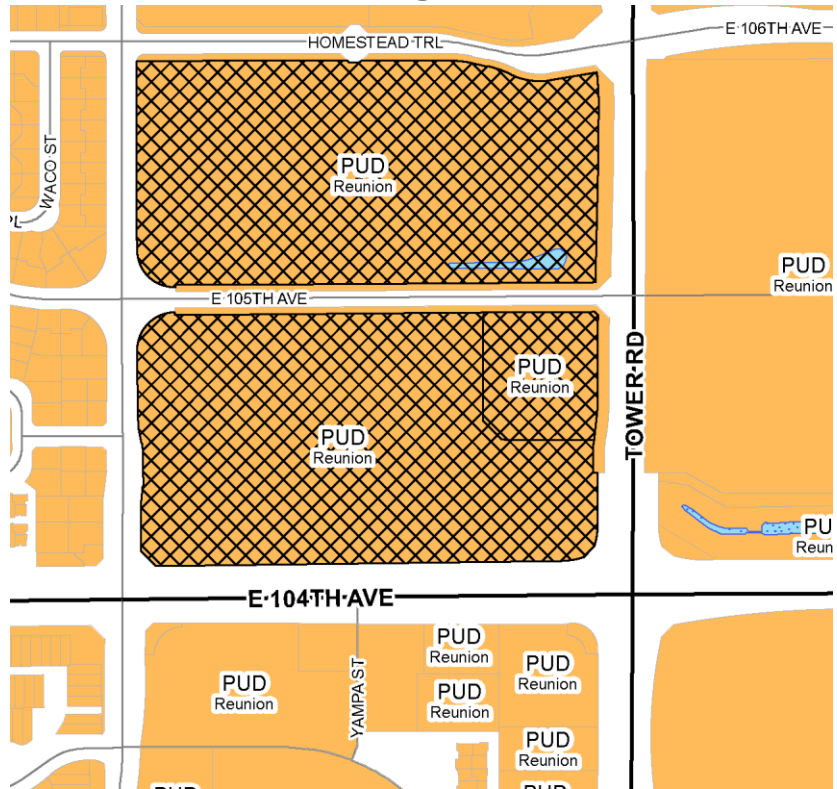
- i. I move that the Planning Commission enter a finding that the requested **Reunion Center Filing 1 Amendment 2 Final Plat** contained in case **S-762-20-21-25-25** meets the criteria of the Land Development Code and based upon such finding, recommend approval of the **Final Plat** to City Council with the following conditions:

- 1. [Insert Condition]

3. Denial

- i. I move that the Planning Commission enter a finding that the requested **Reunion Center Filing 1 Amendment 2** contained in case **S-762-20-21-25-25** fails to meet the criteria of the Land Development Code and based upon such finding, recommend denial of the **Final Plat** to City Council.

# Zoning Map



## Aerial Map





## EXHIBIT

# B

### **Narrative: Reunion Center Filing 1 - Amendments #1 & #2**

Reunion Center Filing 1 Amendments #1 & #2 are proposed as the next location for a mixed-use plat that includes new commercial sites as existing currently platted commercial sites within Reunion are developing. It also includes Oakwood's duet collection, which is an exquisite alley-loaded single family attached product. This product is similar to the homes located in Reunion Filing 36 at the southeast corner of Reunion Parkway and East 104<sup>th</sup> Avenue. New architectural elevations were developed for this site, which has a more urban aesthetic, celebrating walkability around the existing STEAD School. This product will begin the transition between the suburban edge of existing Reunion and the denser core of Reunion Center. To further emphasize the urban edge, homes are fronting along all streets and located closer to the street.

### **Existing Conditions**

Reunion Center Filing 1 Amendments #1 & #2 consists of 35.557 acres bound by Homestead Trail to the north, Walden Street to the west, Tower Road to the east, and East 104<sup>th</sup> Avenue to the south. The site is zoned TC-2 (Town Center) in the Reunion PUD Amendment #5. These parcels were platted as part of the Reunion Center Filing #1 STEAD School plat, and overlot grading was completed. No existing structures, floodplains, wetlands, historically significant sites, or oil and gas exist on these parcels. A temporary drainage swale is located along the southern edge of the residential property that will be piped to a new detention pond. The detention pond was included in the Filing #1 design set.

### **Density**

The residential site includes 190 single family attached homes on 17.1186 acres for a gross density of 11.1 du/acre. The allowed density per the Reunion PUD Zone Document #5 is 5-40 DU/AC. The commercial site is larger than the residential site at 18.4384 acres.

### **Access & Utilities**

The residential plan has two public roads traversing the site with three (3) proposed public road access points. The southern public road access is off existing East 105<sup>th</sup> Avenue and the western public road access point is off existing Walden Street. Finally, the northern public road access point is off the existing Homestead Trail. The existing East 105<sup>th</sup> Avenue currently does not connect to Tower Road but will connect with the construction of this project. Homestead Trail will connect to Tower Road/High Plains

Parkway at the time of the High Plains Parkway construction. Wet utilities will be connected to the existing services surrounding the project and will run in the alleys or public roads with meter pits near the driveway aprons. Gas service is proposed from the front (opposite alley side) within a utility easement in green courts or in the right-of-way. Electric service will be provided from the alley side, similar to the adjacent Reunion Filing 26 Amendment #1 and Filing 27. Additional utility easements have been discussed and coordinated with United Power and SACWSD.

### **Parks and Open Space**

The plan includes a 0.3531 acre pocket park (Amendment #1, Tract K) located at the intersection of Box Elder Way and East 105<sup>th</sup> Place. This park design varies from others within Reunion in that it has a rectilinear form with smaller breakout seating areas and a half basketball court to fit the needs of a younger buyer who wants to enjoy a space that reflects an urban park. A large turf area (large enough for an informal volleyball court) and a climbing boulder have also been included for children that will live near the park. An urban streetscape park (Amendment #1, Tract F) has also been located adjacent to Homestead Trail. Concrete seat walls and planting design provides an area where the public can sit and watch the activity along Homestead Trail and has the potential to become an activity node when events happen along Homestead Trail.

### **Phasing**

This project has been broken into two (2) amendments at the direction of city staff. Amendment #1 plats the entirety of the two lots (35.5570 acres) and consists of 89 residential and 5 commercial lots. Amendment #2 replats the western half of the site (15.2567 acres) and includes an additional 111 residential and 5 commercial lots.

Please feel free to contact me with any questions you may have.

303-632-8867

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Marck", with a stylized flourish at the end.

Jeff Marck



# Commerce City

7887 E. 60th Ave.  
Commerce City, CO 80022  
c3gov.com

## Meeting Minutes

### City Council

## EXHIBIT

# C

Monday, February 4, 2019

7:00 PM

Council Chambers

### Regular Meeting

### Immediately Following the Urban Renewal Authority Meeting

#### 1. Call to Order/Roll Call

*A regular meeting of the City Council of the City of Commerce City was called to order by Mayor Ford on February 4, 2019, at 7:09 PM.*

**Present:** 9 - Mayor Sean Ford, Mayor Pro Tem Rick A. Teter, Council Member Crystal Elliott, Council Member Steven J. Douglas, Council Member Benjamin Huseman, Council Member Jose Guardiola, Council Member Nicole Frank, Council Member Oscar Madera and Council Member Steve Davis

#### 2. Executive Session

*City Manager McBroom suggested Council consider postponing presentations scheduled for later in the meeting due to the length of the agenda.*

*A motion was made by Council Member Huseman, seconded by Council Member Madera, to amend the agenda to postpone the Capital Program Update, State of the Court for 2018, and the 2018 Q4 Work Plan Update presentations to a later council meeting to be determined. VOTE: Unanimous, all present affirmed.*

[19-07](#)

An executive session, including only the City Council and City staff and legal counsel, pursuant to CRS 24-6-402(b,e) for the purpose of determining negotiating positions, developing negotiation strategy, and instructing negotiators and receiving legal advice relating to the negotiation of a regional operator agreement with Extraction, LLC, and the City's responses to state oil and gas permit applications.

**A motion was made by Council Member Frank, seconded by Council Member Madera, to enter into an executive session, including only the City Council and City staff and legal counsel, pursuant to CRS 24-6-402(b,e) for the purpose of determining negotiating positions, developing negotiation strategy, and instructing negotiators and receiving legal advice relating to the negotiation of a regional operator agreement with Extraction, LLC, and the City's responses to state oil and gas permit applications. VOTE:**

**Aye:** 6 - Mayor Ford, Mayor Pro Tem Teter, Council Member Elliott, Council Member Guardiola, Council Member Frank and Council Member Madera

**Nay:** 3 - Council Member Douglas, Council Member Huseman and Council Member Davis

### 3. Pledge of Allegiance

*The Pledge of Allegiance was recited.*

### 4. Audience Introduction

*The audience introduced themselves.*

### 5. Citizen Communication

*The following people spoke in opposition to oil and gas development:*

*Dan Bruce, 15800 East 121st Avenue*

*Andrew O'Connor, 1220 West Devonshire Court, Lafayette*

*Ron Bruce, 15800 East 121st Avenue*

*Sean Cuevo, 11754 Hannibal Street*

*John Myers, 16154 East 105th Street*

*Lucy Molina, 6650 Clermont Street*

*Susan Noble, 10642 Olathe Street*

*Guillermo Serna, 14122 East 102nd Place*

*Patty Sullivan, 110 Daphne Way, Broomfield*

*Ashley Hawkins, 1470 Osceola Street*

*Heidi Henkel, 14049 Park Cove Drive, Broomfield*

*Stew Nyholm, 13789 East Franklin Street, Brighton*

*Christine Nyholm, 13789 East Franklin Street, Brighton*

*Ron Booth, no address given*

*The following people spoke in favor of oil and gas development:*

*Austin Rollison, 7095 Pontiac Street*

*Chandler Newhall, 15700 Monaghan Road*

*Jeff Annable, 10433 Yosemite St*

*Ryan Seestrup, 1800 Glenarm Place, Denver*

*Guillermo Serna, 14122 East 102nd Place, came before Council to speak on the issue of parking enforcement.*

### 6. Consent Agenda

*Council Member Douglas requested Resolution 2019-04 and Resolution 2019-12 be pulled from the consent agenda.*

**A motion was made by Council Member Huseman, seconded by Council Member Douglas, to approve the consent agenda as amended. ROLL CALL VOTE:**

**Aye:** 9 - Mayor Ford, Mayor Pro Tem Teter, Council Member Elliott, Council Member Douglas, Council Member Huseman, Council Member Guardiola, Council Member Frank, Council Member Madera and Council Member Davis

[Min 19-09](#)

Minutes of January 7, 2019



- [Ord 2196](#) AN ORDINANCE AMENDING THE 2018 BUDGET OF THE CITY OF COMMERCE CITY, COLORADO BY THE RECOGNITION OF THE ADAMS COUNTY OPEN SPACE GRANT IN THE AMOUNT OF \$175,000.00 FOR THE ACQUISITION OF THE FOREST DRIVE PROPERTY LOCATED AT 6017 FOREST DRIVE IN COMMERCE CITY AND AUTHORIZATION OF THE EXPENDITURE THEREOF
- [Res 2019-02](#) RESOLUTION APPROVING CITY 2018 HIGHWAY USER TAX FUND (HUTF) REPORT
- [Res 2019-03](#) RESOLUTION APPOINTING MEMBERS TO DESIGNATED BOARDS AND COMMISSIONS OF COMMERCE CITY
- [Res 2019-04](#) RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR RIGHT OF WAY LANDSCAPE MAINTENANCE SERVICES
- Council Member Douglas request to remove Resolution 2019-04 to seek clarification if all right-of-way landscaping services were contracted.*
- Mike Brown, parks planning and operations manager, clarified that all right-of-way landscaping services were contracted.*
- A motion was made by Council Member Huseman, seconded by Council Member Davis, that this resolution be adopted. VOICE VOTE: Unanimous, all present affirmed.**
- [Res 2019-12](#) RESOLUTION SETTING THE PUBLIC HEARING DATE FOR ANNEXATION AN-250-19
- Council Member Douglas requested to remove Resolution 2019-12 to correct a clerical error setting the hearing date for March 18, 2018 to March 18, 2019.*
- A motion was made by Council Member Huseman, seconded by Council Member Madera, that this resolution be adopted. VOICE VOTE: Unanimous, all present affirmed.**

## 7. Public Hearings

[Z-781-02-04-05-06-10-17-19](#)

AN ORDINANCE APPROVING THE BUFFALO HILLS RANCH, REUNION PUD ZONE DOCUMENT AMENDMENT NO. 5.

*Mayor Ford opened the public hearing.*

*Brad Callender, assistant city planner, presented Case 781. Mr. Callender provided an overview of the requested amendment area. Mr. Callender stated the applicant was requesting to amend the Reunion PUD Zone Document for undeveloped areas within Villages 1, 2, 3, 4, 7, 8, and 9 to decrease minimum lot sizes, revise proposed roadways and roadway alignments, and add land uses to be allowed within the PUD for multiple parcels located generally north of E. 96th Avenue, south of E. 112th Avenue, west of E-470, and east of Peoria Street.*

*Council Member Huseman requested to know the reason for the one objection received during the public comment section of the planning commission meeting. Mr. Callender clarified that the objection was due to development near an observed bald eagle's nest, but that none of the proposed development would affect the nest.*

*Council Member Davis requested information related to the high plains parkway changes related to road profiles, lane changes, and speed studies. Mr. Callender explained the road profiles are similar to other road profiles within newer developments.*

*Council Member Frank requested to know why the development review team recommended removing the outdoor storage facilities. Mr. Callender clarified the development review team viewed the outdoor storage facility as an industrial structure.*

*Kelly Leid, vice president, and Layla Rosales, designer, representing applicant Oakwood Homes made a presentation to council to clarify the developer's vision for the future use of the requested area and provided concept images of the homes, parks, and structures.*

*Council Member Davis requested to know how successful the american dream home products were selling and if the proposed fieldhouse and sports facilities would negatively impact the city's recreation centers. Mr. Leid stated the homes had sold out and that the sports facilities are geared to hosting national competitions for sports leagues.*

*Council Member Douglas asked how many metro districts would be within the requested area. Mr. Leid clarified that there would be five metro districts that would be created.*

*Council Member Guardiola asked for the average price for the american dream home product. Ms. Rosales clarified the average price was around \$250,000.*

*Tim Gallagher, 10659 Nucla Street, spoke in favor of the proposed amendments.*

*Keely Thompson, 10133 Waco Street, spoke in favor of the proposed amendments.*

*Ferd Belz, 1125 17th Street, Denver, spoke in favor of the proposed amendments.*

*Susan Noble, 10642 Olathe Street, spoke on the potential fracking activity in the area of the proposed area.*

*Mike Kelley, 17482 E 98th Way, asked for clarification on a horse property. Mr. Kelly*

*clarified that the agricultural high school may have certain agricultural animals for students to study.*

*Debra Bullock, 6130 Ivanhoe Street, asked council to consider emergency responder vehicles traveling through the proposed areas.*

*Lucy Molina, 6650 Clermont Street, spoke against the amendments due to the pricing of homes in the proposed area.*

*Rene Bullock, 6130 Ivanhoe Street, spoke in support of the proposed amendments but would like to see the area include more attainable housing for all income levels.*

*Mayor Ford closed the public hearing.*

*A motion was made by Mayor Pro Tem Teter, seconded by Council Member Huseman, to accept the findings and recommendations of the planning commission. VOTE: 8 - Aye, 1 - Nay (Douglas)*

*Mayor Ford commented on the history of the Reunion area since 1999 and commended Oakwood Homes for their work with residents in developing the area.*

**A motion was made by Mayor Pro Tem Teter, seconded by Council Member Huseman, that this ordinance be introduced by council as seated and approved on first reading. VOTE:**

**Aye:** 8 - Mayor Ford, Mayor Pro Tem Teter, Council Member Elliott, Council Member Huseman, Council Member Guardiola, Council Member Frank, Council Member Madera and Council Member Davis

**Nay:** 1 - Council Member Douglas

## 8. Resolutions

### [Res 2019-14](#)

#### RESOLUTION ESTABLISHING TEMPORARY OIL AND GAS FOCUS GROUP

*Chris McGowne, associate director for the Colorado Petroleum Council, spoke in favor of the resolution.*

*Ryan Seastrum, representing Colorado Oil and Gas Association, spoke in support of the resolution but requested that council include oil and gas industry representatives on the focus group.*

*Lucy Molina, 6650 Clermont, spoke in favor of the resolution.*

*Guillermo Serna, 14122 East 102nd Place, spoke in favor of the resolution.*

*Council Member Guardiola stated that the process for applying to serve on the Oil and Gas Focus Group would be the same as applying for any other board or commission.*

**A motion was made by Council Member Huseman, seconded by Council Member Madera, that this resolution be adopted. VOTE: Unanimous, all present affirmed.**

## 9. Ordinances on 1st Reading

### [Ord 2195](#)

AN ORDINANCE AMENDING THE 2019 BUDGET OF THE CITY OF COMMERCE CITY, COLORADO BY THE RECOGNITION OF THE DEFENSE COUNSEL FIRST APPEARANCE GRANT OF \$41,400 FOR THE DEFENSE COUNSEL FIRST APPEARANCE PROGRAM AND THE AUTHORIZATION OF THE EXPENDITURE THEREOF.

**A motion was made by Council Member Huseman, seconded by Council Member Frank, that this ordinance be introduced by council as seated and approved on first reading. VOTE:**

**Aye:** 8 - Mayor Ford, Council Member Elliott, Council Member Douglas, Council Member Huseman, Council Member Guardiola, Council Member Frank, Council Member Madera and Council Member Davis

**Nay:** 1 - Mayor Pro Tem Teter

## 10. Presentations

### [Pres 19-17](#)

#### Cultural Council Presentation

*Debra Bullock, Ed Hanson, and Lucy Molina representing the cultural council, presented on the council's 2018 successes and 2019 planned activities. In 2018 the council participated in a variety of community events, hosted several events such as much in the park and student art shows, and received over \$60,000 in grants. In 2019 the council plans to develop an arts and culture master plan, implement a maintenance plan for public art, and add new cultural events among many other goals.*

### [Pres 19-08](#)

#### Capital Program Update

**This presentation was continued to a later date.**

### [Pres 19-10](#)

#### State of the Court for 2018

**This presentation was continued to a later date.**

### [Pres 19-09](#)

#### 2018 Q4 Work Plan Update

**This presentation was continued to a later date.**

## 11. Administrative Council Business

*Council Member Douglas requested information for joint meetings with the city council and 27J school district be published on the city's website.*

*Council Member Guardiola wanted to let residents know that the rotating art exhibits in the city's recreation centers feature Commerce City residents.*

*A motion was made by Council Member Frank, seconded by Council Member Huseman, that a letter be sent to the Colorado Department of Public Health and Environment stating Council Member Douglas' comments at the January 17, 2019 CDPHE meeting do not reflect the views of the city council as a body. Vote: 8 - Aye, 1 - Nay (Douglas)*

*A motion was made by Council Member Huseman, seconded by Mayor Pro Tem Teter, to direct staff to look into amending the Land Development Code related to the approval process of land use cases. Vote: Unanimous, all present affirmed.*

### [Pres 19-19](#)

#### Oil and Gas Monthly Update

*Chris Cramer, Community Development Director, presented the monthly oil and gas updates. Mr. Cramer provided an update on new and existing oil and gas applications at the state level, and ongoing staff activities related to community meetings and oil and gas application and best management practice requirement negotiations.*

## 12. Reports

*City Manager McBroom highlighted items presented in his weekly report provided to council earlier. The mayor and council reported on their attendance at various meetings and events.*

## 13. Adjourn

*The meeting adjourned at 11:50 p.m.*

*In accord with the city charter, the city attorney read the title to all ordinances and resolutions adopted by Council at this meeting.*

*Respectfully submitted by:*

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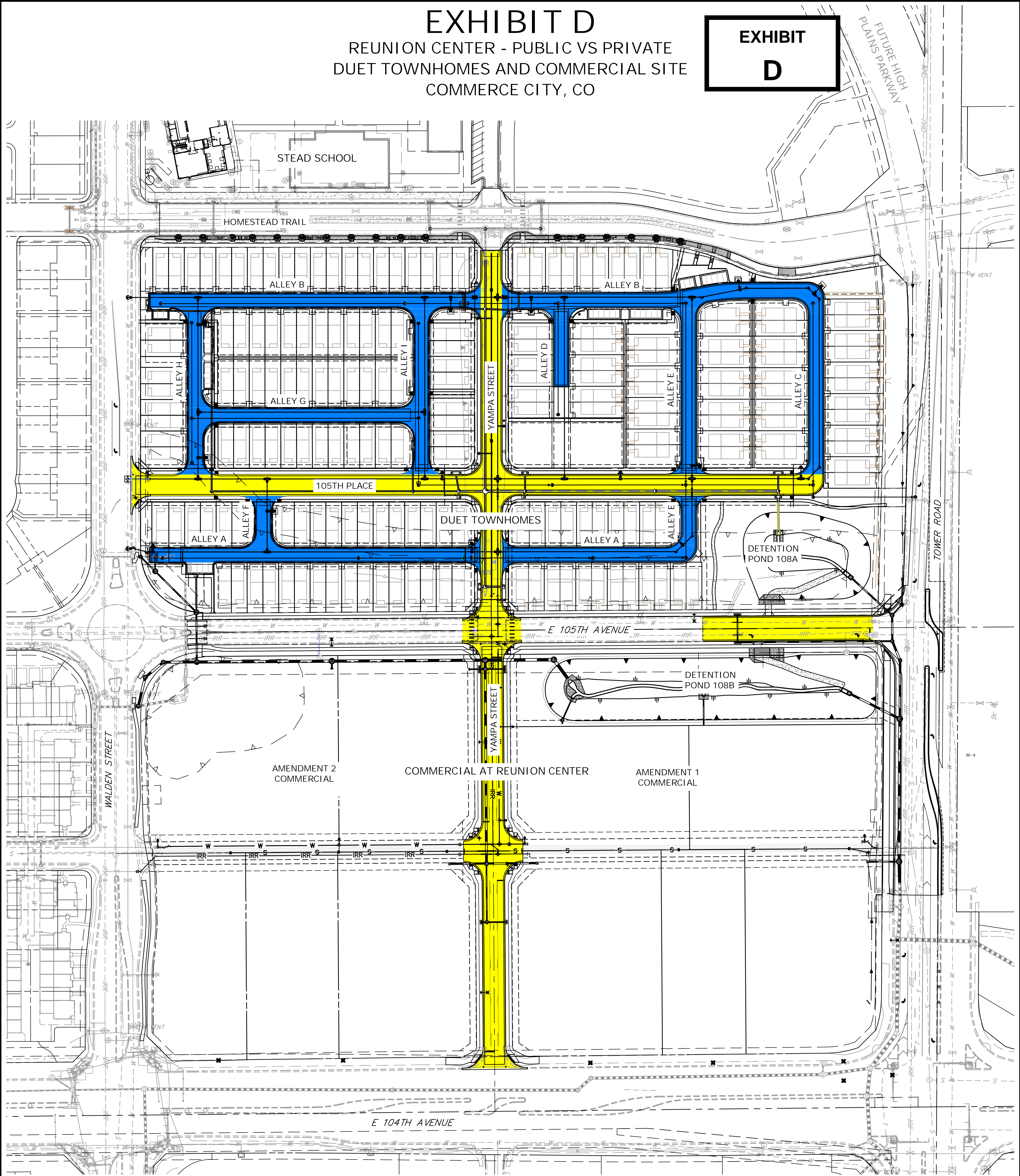
*Dylan A. Gibson, Deputy City Clerk*



# EXHIBIT D

REUNION CENTER - PUBLIC VS PRIVATE  
DUET TOWNHOMES AND COMMERCIAL SITE  
COMMERCE CITY, CO

EXHIBIT  
D



## LEGEND

PUBLIC STREET



PRIVATE ACCESS/ALLEY



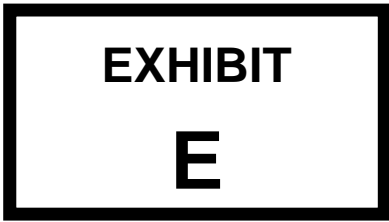
75 37.5 0 75 150  
ORIGINAL SCALE: 1" = 75'

REUNION CENTER — EXHIBIT D  
DUET TOWNHOMES & COMMERCIAL  
PROJ. NO. 14421.49  
5/20/2025  
SHEET 1 OF 1

 **J-R ENGINEERING**  
A Westrian Company

Centennial 303-740-9393 • Colorado Springs 719-593-2593  
Fort Collins 970-491-9888 • [www.jrengineering.com](http://www.jrengineering.com)

NON-RESIDENTIAL LAND USE DEVELOPMENT STANDARDS MATRIX



	TC-2 RETAIL	TC-2 OFFICE	TC-2 INDUSTRIAL	PROPOSED
PRINCIPAL BUILDING				
MIN. LOT SIZE	25,000	25,000	25,000	SPECIFIC COMMERCIAL USERS ARE NOT DETERMINED AT THIS TIME. ALL COMMERCIAL USES SHALL ADHERE TO THE DEVELOPMENT STANDARDS OF THE TC-2 ZONE DISTRICT.
LOT WIDTH	100'	100'	100'	
MIN. FLOOR AREA (F.A.R.)	0.15	0.15	0.2	
HEIGHT	90'	125'	90'	
SETBACKS:				
FRONT	10'	30'	30'	
SIDE/SIDE CORNER	5' / 10' (10')	10' (10')	10'	
REAR	10'	NONE	10'	
LANDSCAPE REQ.	CODE	CODE	CODE	
PARKING	CODE	CODE	CODE	
CORNER LOT:				
MIN. LOT SIZE	N/A	N/A	N/A	
SETBACKS:				
FROM ARTERIAL	30'	30'	50'	
FROM ADJOINING STREET	30' (10')	30' (10')	30'	
ACCESSORY BUILDING:				
HEIGHT	CODE	CODE	CODE	
MAX. FLOOR AREA	CODE	CODE	CODE	



RESIDENTIAL LAI

STANDARDS

- MIN. LOT SIZE
- MIN. DETACHED DWELLING SIZE
- LOT FRONTAGE
  
- PARKING REQ.
- MAX. HEIGHT
- FLOOR AREA MINIMUM
  
- LANDSCAPE

PRIMARY USE

- FRONT SETBACK
- SIDE SETBACK
- BUILDING SEPARATION
- REAR SETBACK
- SIDE ON STREET SETBACK

EXCEPTION:

- (from arterial) FRONT SETBACK
- MAX. LIVING SPACE SETBACK
- SIDE SETBACK
- REAR SETBACK
- SIDE ON PUBLIC STREET SETBACK

ACCESSORY USE

- MAX. HEIGHT
- FRONT SETBACK
- FRONT SETBACK OF A SIDE-LOADED GARAGE
- SIDE SETBACK
- REAR SETBACK (NON-GARAGE)
- REAR SETBACK (GARAGE)
- SIDE ON STREET SETBACK

EXCEPTION: FRONT SETBACK

(from arterial) SIDE SETBACK  
REAR SETBACK  
SIDE ON STREET SETBACK

## ND USE DEVELOPMENT STANDARDS MATRIX

R-3,MU  
TC-2, BP-1

SINGLE FAMILY ATTACHED	PROPOSED
N/A	1,878 sq.ft.
N/A	N/A
N/A	N/A
2 SPACES / UNIT (Located in garage or driveway)	2 SPACES / UNIT (Located in garage or driveway)
35'	Not to exceed 35'
N/A	N/A
REMAINDER OF LOT (Landscape requirements are excluded from individual private yard areas if it is not visible from the public right-of-way)	REMAINDER OF LOT (Landscape requirements are excluded from individual private yard areas if it is not visible from the public right-of-way)
1 TREE/600 SF	1 TREE/600 SF
1 SHRUB/300 SF	1 SHRUB/300 SF
ENTIRE SIDE YARD	ENTIRE SIDE YARD
10' Building (5' Porch)	10' Building (5' Porch)
5'	5'
N/A	N/A
15'	15'
15'	15'
50'	VARIES (EXCEEDS 50')
30'	N/A
25'	N/A
25'	N/A
25'	N/A
15'	15'
20'	N/A
10'	N/A
5'	5'
5'	N/A
3'	3'
10'	10'
20'	N/A

15'  
15'  
20'

N/A  
N/A  
N/A



## 27J Schools

Greg Thompson – Planning Manager  
1850 Egbert Street, Suite 140, Brighton, CO 80601  
Superintendent Will Pierce

### 27J Schools Board of Education

Tom Green, President  
Mandy Thomas, Vice President  
Melinda Carbajal, Director  
Ashley Conn, Director  
Tracie Alvarado, Director  
Starr Trujillo, Director  
Rachel Wilhelm, Director

# EXHIBIT

# G

Planner: Nic Berry  
[nberry@brightonco.gov](mailto:nberry@brightonco.gov)

DATE: April 23, 2025

**SUBDIVISION NAME: Reunion Center Filing 1 Amd 1 and Amd 2**  
LOCATION: NW of Tower and E 105th

Dear Nic,

**A. STUDENT GENERATION (see attached Table 1 for methodology)**

Total Dwelling Units	Students
190 SFA	69

**B. LAND DEDICATION/CASH-IN-LIEU REQUIREMENTS**

The land dedication requirement has been satisfied with previous school dedication of an elementary school site.

**C. SCHOOL ATTENDANCE AREA**

Students from this proposed development will currently attend:

Southlawn ES – 10075 Walden St, Commerce City  
Stuart MS – 15955 E 101st Way, Commerce City  
Prairie View HS – 12909 E 120th Ave, Henderson

Each of these schools have adequate capacity for the projected students. The school district is charged with striking a balance between having enough seats for students, without having too many empty seats. We use a variety of techniques to ensure the students in this development will have room in School District 27J schools. As part of the 2021 Bond, another school is anticipated to be built in the Commerce City area. The grade configuration and location of that

school has not yet been established. School District 27J is well aware of the growth occurring throughout the district. This new school will be designed to address growth. As Commerce City grows, the School District also anticipates that growth and seeks to timely meet the needs of the growing community.

**D. CAPITAL FACILITY FEE FOUNDATION (see attached Table 2 for methodology)**

The Capital Facility Fee Foundation is a unique public/private nonprofit organization founded in January 2001 to help fund school expansion or new school construction. This program has been developed in partnership with each of the municipalities in the District, developer and builder representatives, and School District 27J. Funding is provided by builders and developers who have agreed to contribute per residential dwelling unit based on the current fee structure. The current **(through December 31, 2026)** fees negotiated for this program are as follows: \$1,014 per single family residential attached unit such as this project and \$580 per multi-family unit.

**SCHOOL DISTRICT PLANNING COMMENTS AND RECOMMENDATIONS:**

- 1. The land dedication requirement has been satisfied with a previous elementary school site dedication.**
- 2. Prior to the approval of the final subdivision plat, we recommend that the developer enter into an agreement with the Capital Facility Fee Foundation to mitigate the impact of this development on District school facilities. Given the planned 190 residential dwelling units, the tax-deductible capital facility fees are projected to be \$215,982 through December 31, 2026. CFFF fees may be paid in a lump sum or as permits are pulled. The developer is welcome to assign the agreement to builders as they purchase lots.**

We appreciate your continuing cooperation and the opportunity to comment upon issues of interest to both the City and the School District. Please let me know if you have questions about these comments.

Sincerely,

*Greg Thompson*

Greg Thompson  
Planning Manager

Attachment

School District Enrollment and Site Implications				
Dwelling Unit Type	Number of DUs	Student Generation Rate	Total Students	
SFD	0	0.775	0.000	
SFA	190	0.364	69.160	
TH/C	0	0.303	0.000	
Apartment	0	0.195	0.000	
<b>Total</b>	<b>190</b>		<b>69.160</b>	



**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) by and between the CITY OF COMMERCE CITY (“City”), a Colorado home rule municipality whose address is 7887 East 60th Avenue, Commerce City, Colorado, and CLAYTON PROPERTIES GROUP, INC. (“Developer” or “Owner”), a Tennessee Corporation whose principal business address is 5000 Clayton Road, Maryville TN 37804.

**WHEREAS**, Developer owns certain real property within the City generally located at a part of Section 9, Township 2 South, Range 66 West, of the 6<sup>th</sup> P.M., City of Commerce City, County of Adams, State of Colorado, and more specifically described in **Exhibit A**, also known as Reunion Center Filing No. 1, Amendment No. 1 (“Property”);

**WHEREAS**, Developer intends to subdivide and/or develop the Property, the effect of which will directly impact and generate the need for on-site and off-site improvements;

**WHEREAS**, the City has enacted a Land Development Code (the “LDC”) that, as a result of the subdivision and/or development, requires certain public improvements to be installed and/or constructed on or adjacent to the Property; and

**WHEREAS**, Developer acknowledges that the improvements required herein are reasonably attributable to the special impacts that will be generated by the proposed uses of the Property and that the terms and conditions set forth in this Agreement are reasonable, necessary and appropriate.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

**I. IMPROVEMENTS REQUIRED**

- A. Developer shall provide the improvements or other performance requirements as set forth in **Exhibits B and C** (collectively, the “Improvements”) as follows:
1. **Exhibit B**, attached hereto and incorporated herein by this reference, identifies all required infrastructure improvements related to public roadways, right of ways, storm sewer systems, and sidewalks (including multiuse paths) (the “Infrastructure Improvements”). Required Infrastructure Improvements shall be detailed in construction plans to be approved by the City.
  2. **Exhibit C**, attached hereto and incorporated herein by this reference, identifies all required improvements relating to or concerning landscaping for and along all roadways (including but not limited to principal and minor arterial roadways, major and minor collector roadways) and trails, in all private parks, and in open space areas and inclusive of sidewalks and trails outside the right of way, and all associated appurtenances (the “Landscape Improvements”). Required Landscape Improvements shall be detailed in landscape plans to be approved by the City.
  3. Exhibits B and C include a description of Improvements and schedules, in a form acceptable to the City, of the estimated costs of Improvements to be accepted by the City. If construction of Infrastructure Improvements and/or installation of Landscape Improvements have not begun within one (1) year of the Effective Date, Developer shall submit to the City not later than ninety (90) days prior to commencement of construction or installation, as applicable, revised Exhibits B and/or C, as appropriate, providing then-current schedules of estimated costs for the

applicable Improvements and compliant with all then-current laws, codes, rules, regulations, standards and specifications of the City.

4. Costs provided in Exhibits B and C are provided for surety estimates only and shall not be used to establish or alter construction standards or specifications. The omission of any particular improvement from city approved construction plans or development permits shall neither modify nor alter the obligation to provide the Improvements. Nothing in this Agreement shall be interpreted to alter or amend the City's Construction Standards and Specifications.
- B. Developer shall, at its sole expense, design, construct and install the Improvements for initial acceptance as provided in Section IV herein ("Initial Acceptance") and shall repair the Improvements as necessary until final acceptance by the City as provided in Section V herein ("Final Acceptance").
- C. Construction and landscape plans must be approved by the City prior to commencement of construction of Infrastructure Improvements or installation of Landscape Improvements.
- D. If the City or a third party designs and constructs any Improvements, the City or third party shall control the timing, scope, manner of design and construction and Developer shall grant the City or third party any easements, access, and right-of-way at no cost to the City necessary to construct such Improvements. In such a case, within the later of ninety (90) days of a written demand for payment or at the time of future development, Developer shall reimburse the City or third party for the actual costs of the design and construction of such Improvements, which costs shall be determined at the completion of construction. Nothing in this Agreement shall obligate the City to install or complete any Improvements or to require the City to recover costs of Improvements from any person.

## **II. SECURITY FOR CONSTRUCTION/INSTALLATION OF IMPROVEMENTS**

- A. Security for Construction of Infrastructure Improvements.
  1. Prior to commencing construction of any of the Infrastructure Improvements, Developer shall provide, or cause to be procured, to the City an irrevocable letter of credit or a performance surety bond payable to the City equal to one hundred fifteen percent (115%) of the estimated cost of the Infrastructure Improvements (the "Infrastructure Security"). A bond or letter of credit shall be valid until Initial Acceptance of the Infrastructure Improvements. Any bond or letter of credit shall meet the requirements for bonds or letters of credit set forth in subsections III.D.1-2.
  2. Upon issuance of the letter of Initial Acceptance described in Section IV.A., the City shall release the Infrastructure Security so long as all releases of mechanic's lien have been filed with respect to the project and an acceptable warranty performance guarantee as provided in Section III has been executed and delivered to the City.
  3. Developer Default.
    - a. In the event Developer fails to obtain Initial Acceptance within **twenty-four months** from the commencement of construction, subject to extension at the City's sole discretion, the City may retain the Infrastructure Security and apply such funds to completion of the Infrastructure Improvements including administrative costs related to the retention of the Infrastructure Security and completion of construction.

- b. The City may, at its sole discretion, refund all or part of the Infrastructure Security not applied to completion of the Infrastructure Improvements.
- c. The method and manner in which the City elects to construct or install the Infrastructure Improvements shall be at the sole discretion of the City; provided, however, that nothing herein shall obligate the City to install or complete the Infrastructure Improvements and nothing herein shall prevent, prohibit or limit the remedies available to the City to enforce the obligations of this Agreement.

**B. Security for Installation of Landscape Improvements.**

- 1. In the event Developer is unable to complete all Landscape Improvements prior to Initial Acceptance of the Infrastructure Improvements due to periods of adverse weather or similar reasons approved by the City, Developer shall provide to the City an irrevocable letter of credit or a performance surety bond payable to the City equal to one hundred fifty percent (150%) of the estimated cost of the uncompleted Landscape Improvements (the "Landscape Security"). Any irrevocable letter of credit or performance surety bond provided by Developer shall be valid until Initial Acceptance. Any bond or letter of credit shall meet the requirements set forth in subsections III.D.1-2.
- 2. Except as provided in subsection II.B.4. herein, the City shall release the Landscape Security only upon completion and City acceptance of all Landscape Improvements so long as all releases of mechanic's lien have been filed with respect to the Landscape Improvements and an acceptable warranty performance guarantee as provided in Section III has been executed and delivered to the City.
- 3. If delayed as provided for in subsection II.B.1. herein, Developer shall complete the Landscape Improvements not later than eight (8) months from the date of written request by the City.
- 4. Developer Default
  - a. In the event Developer fails to complete the Landscape Improvements within eight (8) months from the date of the City's written request, the City may retain the Landscape Security and apply such funds to completion of the Landscape Improvements.
  - b. The City may, at its sole discretion, refund all or part of the Landscape Security not applied to completion of the Landscape Improvements.
  - c. The method and manner in which the City elects to install the Landscape Improvements shall be at the sole discretion of the City; provided, however, that nothing herein shall obligate the City to install or complete the Landscape Improvements and nothing herein shall prevent, prohibit or limit the remedies available to the City to enforce the obligations of this Agreement.
- 5. Regardless of the provisions of this Section II.B., the City shall not be responsible for maintaining the Landscape Improvements within the right-of-way of any arterial or collector roadways. The City shall maintain medians within principal and minor arterials to the extent landscaping has been installed by the City. Individual lot owners shall be required to maintain tree lawn areas as approved and installed along local roadways.

- C. Bonds and Letters of Credit. The Developer shall provide, or cause to be provided, all bonds and letters or credit, and any other security required by this Section II, to the Department of Finance of the City of Commerce City with a notice to the City Engineer evidencing compliance with this provision.

### **III. WARRANTY**

- A. Developer hereby warrants all Improvements to be free from defects, including but not limited to, defects of materials, workmanship and design and that the Improvements otherwise fully comply with all applicable City standards and specifications in effect on the date of this Agreement.
- B. Prior to Initial Acceptance of the Infrastructure Improvements, Developer shall execute and deliver to the City a warranty performance guarantee equal to fifteen percent (15%) of the total estimated cost of the Infrastructure Improvements (the "Infrastructure Warranty").
- C. Prior to Initial Acceptance of the Landscape Improvements, Developer shall execute and deliver to the City a warranty performance guarantee equal to fifty percent (50%) of the total cost of Landscape Improvements to include all vegetative materials, irrigation and recreation facilities (the "Landscape Warranty"). Developer shall execute the Landscape Warranty as herein provided without regard to which party completed the Landscape Improvements.
- D. The Infrastructure Warranty and the Landscape Warranty (together, the "Warranties") shall each be in the form of an irrevocable letter of credit, warranty bond or cash escrow and shall provide security for costs that may be incurred in repairing or replacing the respective Improvements for twenty-four (24) months from the date of issuance of the Initial Acceptance (the "Warranty Period").
1. Any entity issuing a bond shall have at least an "A" rating from Moody's, or an equivalent rating as designated by a nationally recognized ratings firm, and shall be included in the most recent listing of companies holding Certificates of Authority as Acceptable sureties on Federal Bonds and as Acceptable Reinsuring Companies, Department of Treasury, Circular 570.
  2. Letters of credit shall be in a form acceptable to the City and shall be drawn on an institution acceptable to the City.
- E. In the event any substantial repair or replacement is required to any of the Improvements during the Warranty Period and such repair or replacement is not timely made upon notice of defect, or in any event before the expiration of the Warranty Period, the City may elect one or more of the following:
1. Extend the Warranty Period for up to an additional one (1) year after acceptance of the completed repair or replacement and require the Developer to extend the term of the appropriate Warranty;
  2. Call the appropriate Warranty and secure repair or replacement of the non-conforming Improvements; and/or
  3. Order denial or suspension of outstanding building permits or Certificates of Occupancy until repair or replacement of the non-conforming Improvements has been performed and Initial Acceptance thereof has been granted by the City.
- F. Bonds and Letters of Credit. The Developer shall provide, or cause to be provided, all bonds and letters or credit, and any other security required by this Section III, to the Department of Finance of

the City of Commerce City with a notice to the City Engineer evidencing compliance with this provision.

#### **IV. INITIAL ACCEPTANCE**

##### **A. Initial Acceptance of Infrastructure Improvements.**

1. In order to obtain Initial Acceptance of Infrastructure Improvements for a phase or an entire project, Developer shall submit to the City a written request for Initial Acceptance of Infrastructure Improvements and one (1) copy of record drawings.
2. Within ten (10) business days of receipt of a request for Initial Acceptance, the City shall review the record drawings and shall either approve the drawings or return the drawings to the Developer with comments.
  - a. In the event the record drawings are returned to Developer with comments, Developer shall submit to the City the record drawings revised in accord with the City's comments.
  - b. Once the record drawings are approved, Developer shall submit to the City "certified record" drawings on Mylar and electronic AutoCAD files.
3. Within ten (10) business days of receipt of a request for Initial Acceptance of Infrastructure Improvements, the City shall inspect the Infrastructure Improvements.
  - a. During or subsequent to inspection of the Infrastructure Improvements, the City shall generate a written "punch list" of items requiring correction, repair or replacement in compliance with all applicable ordinances and standards of the City.
  - b. In the event Developer fails to correct, repair or replace the punch list items within thirty (30) days of the date the punch list is provided, the City shall not grant Initial Acceptance, but shall instead conduct a subsequent inspection of the Infrastructure Improvements and generate a new written punch list. This process shall continue until all punch list items have been corrected, repaired or replaced to the satisfaction of the City.
  - c. In no event shall the City grant Initial Acceptance of Infrastructure Improvements until after Developer has corrected, repaired and replaced the punch list items to the City's satisfaction.
4. Upon a finding of satisfactory completion of the Infrastructure Improvements in compliance herewith and with all applicable ordinances and standards of the City, and upon execution and delivery to the City of the Infrastructure Warranty, the City shall grant Initial Acceptance of the Infrastructure Improvements via certified letter to Developer, the date of which shall constitute the date of commencement of the Warranty Period for the Infrastructure Improvements as identified in Section III.D.
5. Building permits may be issued prior to Initial Acceptance for the phase for which the Infrastructure Security has issued provided that all required fire hydrants, water for fire suppression, roadway, curb and gutter have been constructed to City specifications and paved emergency access to the lots on which building permits are requested are satisfactory as determined by the City. For single family residential lots, the potential authorization of building permits shall be limited to no more than four (4) model homes within the Property prior to

Initial Acceptance of the Improvements. Such model homes shall not be sold, conveyed, or otherwise transferred to a third party prior to Initial Acceptance of the Improvements. Certificates of Occupancy shall not be issued for any structure prior to Initial Acceptance of Infrastructure Improvements, however, the aforementioned model homes may be eligible for temporary occupancy permits where authorized by law.

**B. Initial Acceptance of Landscape Improvements.**

1. In order to obtain Initial Acceptance of Landscape Improvements for a phase or an entire project, Developer shall submit to the City a written request for Initial Acceptance of Landscape Improvements.
2. The City shall inspect the Landscape Improvements within ten (10) business days after receipt of a request for Initial Acceptance.
  - a. During or subsequent to such inspection, the City shall generate a written “punch list” of items requiring correction, repair or replacement in compliance with the Landscape Improvements as set forth in the Reunion Center Filing 1, Amendment 1 Development Permit (Land Use Application Number S-762-20-21-24, D-529-24).
    - i. Not less than thirty (30) days after the date the punch list is provided to Developer, unless Developer authorizes an earlier inspection, the City shall conduct a re-inspection of the Landscape Improvements and generate a new written punch list unless all punch list items have been corrected, repaired or replaced to the satisfaction of the City.
    - ii. This process shall continue until all punch list items have been corrected, repaired or replaced to the satisfaction of the City, at which time, the City shall proceed with Initial Acceptance as set forth herein.
  - b. Failure to correct, repair or replace the punch list items as provided herein shall constitute cause to deny any request for Initial Acceptance, and in no event shall the City grant Initial Acceptance until after Developer has corrected, repaired and replaced the punch list items to the City’s satisfaction.
3. Upon a finding of satisfactory completion of the Landscape Improvements in compliance herewith and with all applicable ordinances and standards of the City, and upon execution and delivery to the City of the Landscape Warranty, the City shall grant Initial Acceptance of the Landscape Improvements via certified letter to Developer, the date of which shall constitute the date of commencement of the Warranty Period for the Landscape Improvements as provided in Section III.D.

**V. FINAL ACCEPTANCE**

**A. Timing for Final Acceptance.**

1. Developer shall obtain Final Acceptance of the Infrastructure Improvements, as provided herein, prior to the expiration of the applicable Warranty Period.
2. Developer shall obtain Final Acceptance of the Landscape Improvements, as provided herein, prior to the expiration of the applicable Warranty Period.

- B. Procedure for Final Acceptance. Not earlier than sixty (60) days or later than forty-five (45) days prior to the date of expiration of a Warranty Period, Developer shall submit a written request for Final Acceptance of the related Improvements.
1. Within a reasonable time after Developer's request for Final Acceptance, the City shall conduct a final inspection of the appropriate Improvements (either Landscape or Infrastructure) or authorized phase thereof.
    - a. During or subsequent to such inspection, the City shall generate a written "punch list" of items requiring correction, repair or replacement in compliance with all applicable ordinances and standards of the City. Failure to correct, repair or replace the punch list items as provided herein shall constitute cause to deny any request for Final Acceptance.
      - i. Not less than thirty (30) days after the date the punch list is provided to Developer, unless Developer authorizes an earlier inspection, the City shall conduct a re-inspection of the Improvements and generate a new written punch list unless all punch list items have been corrected, repaired or replaced to the satisfaction of the City.
      - ii. This process shall continue until all punch list items have been corrected, repaired or replaced to the satisfaction of the City, at which time, the City shall proceed with Final Acceptance as set forth herein.
    - b. If the subdivision and/or development of the Property involves a land dedication to the City for a future park or school site, floodplain or open space (the "Dedicated Area(s)"), the City shall inspect such Dedicated Area(s). In the event any damage or dumping has occurred in, on or to any Dedicated Area, Developer shall be responsible for the restoration thereof. Despite the issuance of a Letter of Final Acceptance pursuant to this Section V, if any, the City shall not release the Landscape Warranty unless Developer has restored the Dedicated Area(s) to the City's satisfaction. Nothing herein shall be construed or deemed as requiring the City to release the Landscape Warranty prior to Final Acceptance of the Landscape Improvements.
  2. Developer shall certify to the City that all persons and entities having provided labor and/or services in the construction or installation of the Improvements for which Final Acceptance is being sought have been fully paid subject to such exceptions as may be disclosed to the City and that are acceptable to the City.
  3. If the Improvements subject to the inspection request fully conform to this Agreement and the City's applicable standards and specifications, and all corrections, repairs or replacements have been made to bring the Improvements into conformance, the City shall issue to Developer, via certified mail, a Letter of Completion and Final Acceptance.
  4. Subject to the provisions of subsection 1.b. of this Section V.B., the City shall release the Warranty only after Final Acceptance of the Improvements related thereto.
- C. In the event Developer does not request Final Acceptance of Improvements forty-five (45) days prior to the expiration of the Warranty Period related thereto, or as extended by the City, the City shall have the right at any time thereafter to conduct a final inspection of the Improvements.



- D. If, pursuant to final inspection requested by the Developer or initiated by the City, including inspection of Dedicated Area(s), any Improvements or Dedicated Area(s) are found not to conform to the requirements of this Agreement or applicable City standards and specifications, the City may exercise any and all rights set forth in Section XV.
- E. Developer's failure to obtain Final Acceptance of Improvements prior to expiration of the Warranty Period related thereto shall constitute a Default under this Agreement, and the City may exercise its rights to secure performance as provided in Section XV.
- F. Nothing herein shall be construed or deemed as requiring the City to finally accept or release from Warranty any Improvements that are defective or damaged.

## **VI. PHASING**

Phasing of the Improvements, if applicable, shall be permitted subject to the terms and conditions of this Agreement and as described and depicted in **Exhibit D**. Developer, at its discretion, may modify the sequence of phase construction if approved by both the Director of Community Development and the Director of Public Works.

## **VII. DEVELOPMENT STANDARDS AND PROCEDURES**

- A. Engineering and Landscaping Services. Developer shall procure at its sole expense all professional services, including all engineering, surveying and landscaping services, necessary and appropriate for development of the Property, which services shall fully conform to the City's applicable ordinances, standards and specifications.
  - 1. All professional services shall be performed by engineers, surveyors, architects or other professionals duly licensed, accredited and/or certified in accordance with applicable state and local law.
  - 2. Landscaping services shall be performed by persons trained in landscape architecture or horticultural design.
- B. Plan Review. All applicable plans must be reviewed and approved by the City prior to construction or installation. No construction or installation of Improvements shall occur without prior plan approval.
- C. Right-of-Way Permits. Prior to commencing construction of the Improvements, Developer shall obtain all permits required under Chapter 10 of the Commerce City Revised Municipal Code (the "CCRMC"), pay all fees related thereto and pay any associated City use taxes, if required.
- D. Testing. Developer shall employ at its sole expense a professional qualified, independent testing company to perform all testing of materials or construction that may reasonably be required by the City to ensure compliance with City standards and specifications. Developer shall furnish to the City certified copies of test results and shall release and authorize full access to the City and its designated representatives all work-up materials, procedures and documents used in preparing test results.
- E. Inspection. During construction or installation of the Improvements and until Final Acceptance thereof, Developer shall request and coordinate with the City all inspections of the Improvements. If the required inspections are not conducted, the City shall have the right to require Developer to remove and replace the Improvements. Developer shall reasonably cooperate and assist the City to

gain access to the areas designated for inspection. Developer shall also notify the City upon discovery of any non-conformance with the approved plans, standards and specifications for the Improvements. Inspection and acceptance by the City of any Improvements shall not relieve Developer of any responsibilities under this Agreement.

- F. Erosion Control. All work associated with the installation or construction of Improvements shall conform to the City's requirements for erosion control and the approved erosion and sediment control drawings associated with the Property.
1. Developer shall, at its own expense, keep on-site and adjacent streets and rights-of-way used as construction routes clean of mud, rocks and debris at all times during construction.
  2. Within five (5) business days of receipt of written notification by the City of non-compliance with this subsection F, Developer shall commence clean-up operations and diligently pursue completion of such clean-up operations to the satisfaction of the City.
  3. If Developer fails to respond within five (5) days, the City is unable to contact Developer after reasonable effort, or Developer fails to diligently pursue clean-up operations to the satisfaction of the City, the City may take corrective action to clear or clean-up the affected streets and rights-of-way and invoice Developer for all costs incurred by the City, including administrative costs, for which Developer shall be liable for payment within thirty (30) days of receipt of the invoice from the City.
- G. Damage to Public Infrastructure. If the Developer or any agent or representative thereof causes damage to any public infrastructure (including without limitation, any surface pavers, flagstones, or other stone or concrete surfaces, planters, street and decorative lights, or canopies) such damage shall be promptly repaired with the same kind, quality, color, serviceability and material composition aspects as was possessed by the infrastructure damaged, unless otherwise expressly agreed to by the City in writing.

## **VIII. OBLIGATIONS OF SUBSEQUENT MORTGAGEE OR LIEN HOLDER**

Any subsequent mortgagees or lien holders shall subordinate their interests in the Property to the rights and remedies of the City for purposes of this Agreement. No subsequent mortgagee or lienholder is obligated to complete any of the Improvements unless such subsequent mortgagee or lienholder becomes the Owner and continues development of the Property by requesting permits, certificates or other approvals from the City. In such event, the Improvements shall be completed pursuant to the terms and conditions of this Agreement.

## **IX. CONTRACTORS AND SUPPLIERS – LICENSING; PAYMENT – REMOVAL OF LIENS**

- A. Developer shall ensure that all contractors and/or subcontractors employed by Developer are licensed as required by state and local law before any work on the Improvements is commenced.
- B. Developer shall at all times promptly make payments of all amounts due to persons supplying labor, materials or services in connection with the Improvements and to any persons who may otherwise be entitled to assert a lien upon the Property by virtue of C.R.S. § 38-22-102, *et seq.* Developer shall indemnify and defend the City with respect to any such lien and, regardless of the merits of the lien, shall immediately take any and all steps necessary to remove the lien from the Property.

## **X. NON-LIABILITY**

Developer acknowledges that the City's review and approval of plans for the development of the Property are done in furtherance of the general public health, safety and welfare and that no specific relationship with, or duty of care to, Developer or third parties is assumed by such review approval or immunity waived as is more specifically set forth in Colorado Governmental Immunity Act, C.R.S. § 24-10-106.5.

## **XI. INDEMNIFICATION**

- A. Developer shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations or omissions of Developer or its employees, agents, representatives or other persons acting under Developer's direction or control in performing or failing to perform the work to be performed under this Agreement. Developer shall indemnify, defend, and hold harmless the City, its elected and appointed officials and its employees, agents and representatives (the "Indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including, but not limited to, attorney fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the actions or omissions of Developer and/or its employees, agents or representatives or other persons acting under Developer's direction or control.
- B. Developer specifically represents that all property dedicated (both in fee simple and as easements or other right of way) to the City within the Property is in compliance with all environmental protection and anti-pollution laws, rules, regulations, orders or requirements, including solid waste requirements, as defined by the U. S. Environmental Protection Agency Regulations at 40 C.F.R., Part 261, and that the Property as is in compliance with all such requirements pertaining to the disposal or existence in or on such dedicated property of any hazardous substances, pollutants or contaminants, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder. The Developer, for itself and its successor(s) in interest, shall indemnify, defend, and hold harmless the Indemnified Parties from any liability whatsoever that may be imposed upon the City by any governmental authority or any third party, pertaining to the disposal of hazardous substances, pollutants or contaminants, and cleanup necessitated by leaking underground storage tanks, excavation or backfill of hazardous substances, pollutants or contaminants, or environmental cleanup responsibilities of any nature whatsoever on, of, or related to any part of the property dedicated to the City, provided that such damages or liability are not caused by circumstances arising entirely after the date of acceptance by the City of the Improvements constructed on the dedicated property, except to the extent that such circumstances are the result of acts or omissions of the Developer. Said indemnification shall not extend to claims, actions or other liability arising as a result of any hazardous substance, pollutant or contaminant generated or deposited by the Indemnified Parties upon the property dedicated to the City.
- C. If any action, lawsuit, or claim is brought or asserted against the Indemnified Parties for which indemnity may be sought by the Indemnified Parties from the Developer, the Indemnified Parties shall promptly notify the Developer in writing, and the Developer shall promptly assume the defense thereof, including, but not limited to, the employment of counsel (the selection of which has been approved by the Indemnified Parties and such approval shall not be unreasonably withheld), the payment of all legal fees, expenses, and costs, and the right to negotiate and consent to settlement; provided however, that the Developer shall not settle any such action which may adversely affect the City without the City's written consent, which consent shall not be unreasonably withheld.

- D. The obligations of the Developer shall be in addition to any rights that any Indemnified Parties may have at common law or otherwise.
- E. The provisions set forth in this Section shall survive the completion of the Improvements and the satisfaction, expiration or termination of this Agreement. The obligations of this Section XI shall not apply to the extent the City becomes liable by final judgment to pay a third party as the result of the negligent act or omission of the City.

## **XII. INSURANCE**

- A. **Coverages.** Prior to beginning any work whatsoever under this Agreement including preparatory work such as surveying, staking or clearing the Property, Developer shall, at no cost to the City, procure or cause to be procured the following coverages and maintain such coverages until all Improvements have been finally accepted:
  - 1. Commercial General or Business Liability coverage insuring against liability for personal injury, bodily injury or death arising out of the performance of Developer's obligations under this Agreement with minimum combined single limits of One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) general aggregate.
  - 2. Products/Completed Operations coverage insuring against any liability for bodily injury or property damage caused by the completed Improvements with a combined single limit of at least One Million Dollars (\$1,000,000.00).
  - 3. Automobile Liability coverage with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) for any one occurrence with respect to each of Developer's owned, hired or non-owned vehicles assigned to or used in connection with the performance of Developer's obligations under this Agreement. In the event Developer's insurance does not cover non-owned vehicles, the requirements of this paragraph shall be met by each employee of Developer who uses a vehicle in connection with this Agreement, and Developer agrees to assure compliance by each employee prior to allowing use of a vehicle not owned by Developer.
  - 4. Workers' Compensation insurance as required by Colorado state statute and any other insurance required by applicable law.
  - 5. For the coverages required in subsections XII.A.1-3, Developer shall provide umbrella or excess coverage written on a "follow-form" basis to the underlying policy and in a coverage amount not less than One Million Dollars (\$1,000,000.00). In so doing, the coverage shall provide complete protection to the City consistent with the liability limits that may be imposed upon the City pursuant to the C.R.S. § 24-10-114, as may be amended.
- B. **Self-Insurance.** Evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages if first approved by the City in its sole discretion.
- C. **Requirements.** Developer shall at a minimum procure and maintain, or cause to be procured and maintained, the insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Developer pursuant to retroactive dates. Coverage for extended reporting periods shall be procured to maintain such continuous coverage.

D. Certificates of Insurance and Endorsements.

1. One or more Certificates of Insurance (“Certificates”) shall be completed by Developer’s insurer as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, which Certificates shall be provided to the City for review and approval prior to commencement of any work under this Agreement.
2. Each Certificate required herein, except Workers’ compensation coverage, shall name the City and its officers and employees as additional insureds.
3. Completed Certificates shall be sent to:

Risk Manager  
City of Commerce City Human Resources Department  
7887 E. 60<sup>th</sup> Ave.  
Commerce City, CO 80022

City Engineer  
City of Commerce City Public Works Department  
8602 Rosemary Street  
Commerce City, CO 80022

4. The City shall review the Certificates and endorsements as soon as practical, typically within ten (10) working days of receipt. The Certificates shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City.
5. In the event the period of coverage for any insurance required herein expires prior to the conclusion of Developer’s obligations hereunder, Developer shall, not less than thirty (30) days prior to the expiration of any such insurance coverage, provide the City with a new certificate of insurance and endorsements evidencing new or continuing coverage in accordance with the requirements of this Agreement.

E. Failure to Obtain Insurance Constitutes Breach. Developer’s failure to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a breach of this Agreement and, if said breach is not cured within ten (10) days of written notice by the City to Developer, the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Developer to the City upon demand, or the City may offset the cost of the premiums against any monies due to Developer from the City, regardless of the source or location of such funds.

F. Certified Copies. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Developer agrees to execute any and all documents necessary to allow the City access to any and all insurance policies and endorsements pertaining to this Agreement.

G. Subcontracts. Developer shall include the insurance requirements set forth in this Agreement in all contracts and subcontracts entered into for the construction or installation of the Improvements. Developer shall be responsible for the failure of any such contractor or subcontractor to procure and maintain insurance meeting the requirements set forth in this Agreement. The City reserves the right to approve variations in the insurance requirements applicable to such contractors or subcontractors

upon joint written request of the contractor or subcontractor and Developer if, in the City's discretion, such variations do not substantially affect the City's interests.

### **XIII. FEES, CHARGES AND DEDICATIONS**

Fees, charges and dedications shall be assessed pursuant to Article IX of the LDC or as amended by City Council. The fees associated with the Property are outlined as follows:

- A. Public Parks and Recreation Fees. Pursuant to Section 21-9210(3)(a) of the LDC, at the time of the approval of the Reunion PUD, the City determined that land dedications were the preferred method for satisfying the applicable public parks and recreation fees obligation for residential development within the area included within the Reunion PUD (the "Reunion Parks Fees"). The Reunion PUD designated parks and open space sites ("Park Sites"), the dedication of which, pursuant to the Reunion PUD, will satisfy all applicable Reunion Parks Fees. The land dedication requirement for Parks Sites for the development of Reunion Center Filing 1, Amendment 1 has been satisfied and therefore no further land dedication or cash payment in lieu of dedication is required.
- B. Land Dedication for Schools. Pursuant to Section 21-9200(3) of the LDC, at the time of the approval of the Reunion PUD, School District 27J determined that land dedications were the preferred method for satisfying the applicable school fees for residential development within the area included within the Reunion PUD (the "Reunion School Fees"). The Reunion PUD included designated school sites ("School Sites"), the dedication of which, pursuant to the Reunion PUD, will satisfy all applicable Reunion School Fees. Per the School District 27 J letter dated April 23, 2025, the land dedication requirement for the development of Reunion Center Filing 1, Amendment 1 been satisfied by previous School Site dedications, and therefore no further land dedication or cash payment in lieu of dedications is required.
- C. Road Impact Fee. Upon issuance to Developer of a building permit for any structure within the Property, Developer shall pay a road impact fee to the City as set forth in the LDC.
- D. Drainage Impact Fee. Upon issuance to Developer of a building permit for any structure within the Property, Developer shall pay a drainage impact fee as set forth in the LDC.
- E. INTENTIONALLY OMITTED.
- F. Fire and Emergency Services Fee. Fire and emergency services fees shall be payable to the applicable fire and emergency services provider, as set forth in the LDC.

### **XIV. RECORDATION – COVENANT RUNNING WITH THE LAND; BINDING EFFECT**

- A. Recording. Upon execution hereof, Developer shall, at its sole cost and expense, cause this Agreement to be recorded in the real estate records of the Clerk and Recorder for Adams County, Colorado. The City, at its sole option, also may cause the Agreement to be recorded.
- B. Binding Effect.
  - 1. This Agreement shall be binding on the parties hereto and their respective successors and assigns, without regard to the method or manner of succession or assignment, and shall be deemed and constitute a covenant running with the land.

2. Developer and any successor or assign of this Agreement, in whole or in part, shall be jointly and severally liable for the performance and obligations of such portion of the Agreement succeeded to or assigned unless otherwise consented to in writing by the City and executed in the same manner as this Agreement.
3. This Agreement shall remain in full force and effect until all applicable provisions herein have been fulfilled.

C. Assignment.

1. No Improvements, as defined herein, nor any obligations or responsibilities of the Developer associated therewith, shall be assigned, transferred, or conveyed to a Residential Metropolitan District, either directly or indirectly, unless the specified Improvements are expressly identified and included in an existing and previously approved metropolitan district service plan. For the purposes of this Agreement, a Residential Metropolitan District is defined as a metropolitan district formed pursuant to the Special District Act in which ten percent or more of the property in the Metro District area is developed or is expected to be developed for residential purposes.
2. In the event Developer assigns any obligations of this Agreement, in whole or in part, the Developer shall provide notice of the assignment to the City, including a fully executed copy of the assignment, within 30 days of the execution of any assignment or assignment agreement.

**XV. DEFAULT – REMEDIES**

- A. In the event Developer should fail to timely comply with any of the terms, conditions, covenants and undertakings hereof (a “Default”) and the Default is not cured and brought into compliance within thirty (30) days of written Notice to Developer by the City (“Notice of Default”), except as provided in Section V herein, unless the City in writing designates a longer cure period reasonably requested by Developer, the City may call for payment of the applicable Warranty.
- B. The Notice of Default shall specify the conditions of Default. During the cure period the City may withhold building permits, Certificates of Occupancy or provision of new utilities fixtures or services.
- C. Nothing hereunder shall be construed to limit the City, in the event of a Default or other breach of this Agreement, from pursuing any other remedy at law or in equity that may be appropriate under the Home Rule Charter of the City of Commerce City, the Commerce City Revised Municipal Code, applicable law and the legal standards of the State of Colorado or United States before any court of competent jurisdiction. Such remedies shall be cumulative.
- D. In the event of a Default or other breach of this Agreement, the party in Default or breach shall be liable for payment to the non-defaulting/non-breaching party of all costs and reasonable attorney fees incurred by the non-defaulting/non-breaching party as a result of the Default or breach.
- E. Notwithstanding any provision of this Agreement that may be construed to the contrary, in no event shall the City, including its elected and appointed officials, current and former officers and employees, servants, agents, attorneys, representatives, insurance carriers, and self-insurance pools, be liable to the Developer for any exemplary, punitive, special, indirect, consequential, remote, or speculative damages arising out of or relating to, in any manner, this Agreement, whether arising in contract, tort, or otherwise, even if City has been informed of the possibility thereof, including without limitation a claim for impairment of bonding capacity.



- F. To the extent any damages arising under this Agreement may be covered by insurance, the Developer agrees to waive all rights of subrogation against the City, its agents, associated and affiliated entities, successors, or assigns, its elected and appointed officials, current and former officers and employees, servants, volunteers, agents, attorneys, representatives, insurance carriers, and self-insurance pools for losses arising from any acts or omissions of the City.
- G. Any assignment, transfer, or conveyance of Improvements, or the obligations or responsibilities associated therewith, to a Residential Metropolitan District, as prohibited herein, shall be deemed null and void. In the event a court of competent jurisdiction were to set aside the prohibition on assignment, transfer, or conveyance of said Improvements as set forth herein, or any of the obligations or responsibilities associated therewith, then upon such a ruling, the actual and current costs of the assigned, transferred or conveyed Improvements, plus a twenty percent (20%) administrative fee, shall become immediately due and payable to the City. Nothing herein shall constitute a waiver of any other remedy identified herein and the City is authorized to call for payment upon any related surety.

## **XVI. NOTICE**

Any notice that may be given under this Agreement shall be made in writing and shall be deemed effective upon personal service of the other party or upon the date of mailing by certified mail, return receipt requested, addressed as follows (or other address the party to be notified may have designated by like notice to the sender):

**DEVELOPER:**

Senior Vice President of Land Development  
Randy Bauer  
4908 Tower Road  
Denver, CO 80249  
(480) 650-1781

**CITY:**

Director, Dept. of Public Works  
City of Commerce City  
8602 Rosemary Street  
Commerce City, CO 80022  
(303) 289-8156

**With copies to:**

Director, Dept. of Community Development  
City of Commerce City  
7887 E. 60<sup>th</sup> Avenue  
Commerce City, CO 80022

Director, Dept. of Parks, Recreation & Golf  
City of Commerce City  
6060 E. Parkway Drive  
Commerce City, CO 80022

City Attorney's Office  
City of Commerce City  
7887 E. 60<sup>th</sup> Avenue  
Commerce City, CO 80022

## **XVII. MISCELLANEOUS PROVISIONS**

- A. Incorporation by Reference. The recitals to this Agreement and the attached Exhibits A-D are incorporated into this Agreement by reference.

- B. Title and Authority. Developer warrants to the City that it is (i) the record owner of the Property; (ii) authorized to execute this Agreement pursuant to a valid ground or similar lease; or (iii) acting in accordance with the currently valid and unrevoked power of attorney of the record owner attached hereto. Each individual executing this Agreement covenants and warrants that he or she is fully authorized to execute this Agreement on behalf of the party he or she represents.
- C. Compliance with Applicable Law. Developer hereby covenants and agrees that it shall comply with all applicable federal, state and local laws, ordinances and regulations.
- D. Governing Law and Venue; Recovery of Costs. This Agreement shall be governed by the laws of the State of Colorado. Venue for state court actions shall be in the 17<sup>th</sup> Judicial District in Adams County, Colorado, and venue for federal court actions shall be in the United States District Court for the District of Colorado. In the event legal action is brought to resolve any dispute among the parties related to this Agreement, then only the City, if a prevailing party in such action, shall be entitled to recover reasonable court costs and attorney fees from the Developer.
- E. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*
- F. No Waiver. The failure of the City to take timely action with respect to any breach of any term, covenant or condition hereof shall not be deemed to be a waiver of such performance by Developer, or a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.
- G. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Developer, and nothing contained in this Agreement shall give or allow any such claim to right of action by any other third person on such Agreement. It is the expressed intention of the City and the Developer that no person other than the City or Developer receiving services or benefits under this Agreement shall be deemed a beneficiary hereof.
- H. No Partnership or Agency – Independent Contractor Relationship. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the relationship between Developer and the City shall be as independent contractors, and neither the City nor Developer shall be deemed or constitute an employee, servant, agent, partner or joint venturer of the other.
- I. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties.
- J. Counterparts; Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and, taken together will constitute one and the same instrument. Signature pages may be executed via “wet” signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means.
- K. Severability. To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of this Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

- L. Acknowledgement of Open Records Act – Public Document. Developer hereby acknowledges that the City is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.* (the “Act”), and as such, this Agreement and any exhibits or attachments hereto, and any documents or reports produced pursuant to this Agreement, are be subject to public disclosure under the Act.
- M. Rules of Construction. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement will be construed or resolved in favor of or against the City or Developer on the basis of which party drafted the uncertain or ambiguous language. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.
- N. Consent to Electronic Signatures and Electronic Records. The Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this DEVELOPMENT AGREEMENT, the parties have executed this DEVELOPMENT AGREEMENT as of the date first written above.

**CITY OF COMMERCE CITY**

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Manager

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

Approved as to form:

\_\_\_\_\_  
\_\_\_\_\_, City Attorney

Recommended for approval:

\_\_\_\_\_  
\_\_\_\_\_, Director  
Department of Community Development

\_\_\_\_\_  
\_\_\_\_\_, Director  
Department of Public Works

\_\_\_\_\_  
\_\_\_\_\_, City Engineer  
Department of Public Works

**Clayton Properties Group, Inc.**

\_\_\_\_\_  
Signature [signature must be notarized]

\_\_\_\_\_  
Printed Name & Title

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was signed before me this \_\_\_\_ day of \_\_\_\_\_, 202\_, by  
\_\_\_\_\_  
(Name of Authorized Signer),  
(Title) of \_\_\_\_\_ (Developer).

WITNESS my hand and official seal.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## **EXHIBIT A**

### **Property Legal Description**

TRACTS A, B, C, J, K AND L, REUNION CENTER FILING NO. 1 RECORDED UNDER RECEPTION NO. 2020000123227 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, CONTAINING A CALCULATED AREA OF 1,548,862 SQUARE FEET OR 35.5570 ACRES.

## **EXHIBIT B**

### **Improvements and schedule of estimated costs for all public roadways, storm sewer systems, and sidewalks.**

Developer shall construct and install the following:

- Yampa Street, a local residential roadway, between E 105<sup>th</sup> Avenue and Homestead trail, and a local commercial roadway between E 104<sup>th</sup> Avenue and E 105<sup>th</sup> Avenue;
- E 105<sup>th</sup> Avenue, a minor collector from Tower Road to 325' west of Tower Road;
- E 105<sup>th</sup> Place, a local residential roadway, from Yampa Street to Alley C
- The western half of Tower Road, a principal arterial, including (see following page for a diagram of the Tower Road improvements):
  - A southbound taper from 440' north of E 105<sup>th</sup> Avenue to 250' north of E 105<sup>th</sup> Avenue (approximate)
  - A southbound right turn lane from 250' north of E 105<sup>th</sup> Avenue to E 105<sup>th</sup> Avenue (approximate)
  - A center median, approximately 5' wide by 130' long, for a three-quarter movement at E 105<sup>th</sup> Avenue (approximate)
  - A center median, approximately 5' wide, from E 105<sup>th</sup> Avenue to the existing median 275' north of E 104<sup>th</sup> Avenue (approximate)
  - Two southbound through lanes from station 7+00 to the existing pavement 275' north of E 104<sup>th</sup> Avenue (approximate)
  - A southbound left turn lane and a future southbound left turn lane starting 430' north of E 104<sup>th</sup> Avenue to the existing pavement 275' north of E 104<sup>th</sup> Avenue (approximate)
  - An acceleration and southbound right turn lane from E 105<sup>th</sup> Avenue to the existing pavement 275' north of E 104<sup>th</sup> Avenue (approximate)
  - A northbound left turn lane from E 105<sup>th</sup> Avenue to 220' to the south (approximate)

Developer shall construct and install all requisite pavement, curb, gutter, storm drainage, sidewalk, all related appurtenances, signage & striping, streetlights, traffic signals, a fire department approved turnaround and all other appurtenances necessary to be in full compliance with the CCRMC, LDC, and all applicable rules, regulations, and standards adopted by the City.

Insert schedule of costs in form approved by City

# EXHIBIT B

## TOWER ROAD IMPROVEMENTS

### REUNION CENTER - DUET TOWNHOMES AND COMMERCIAL SITE

### COMMERCE CITY, CO

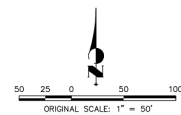
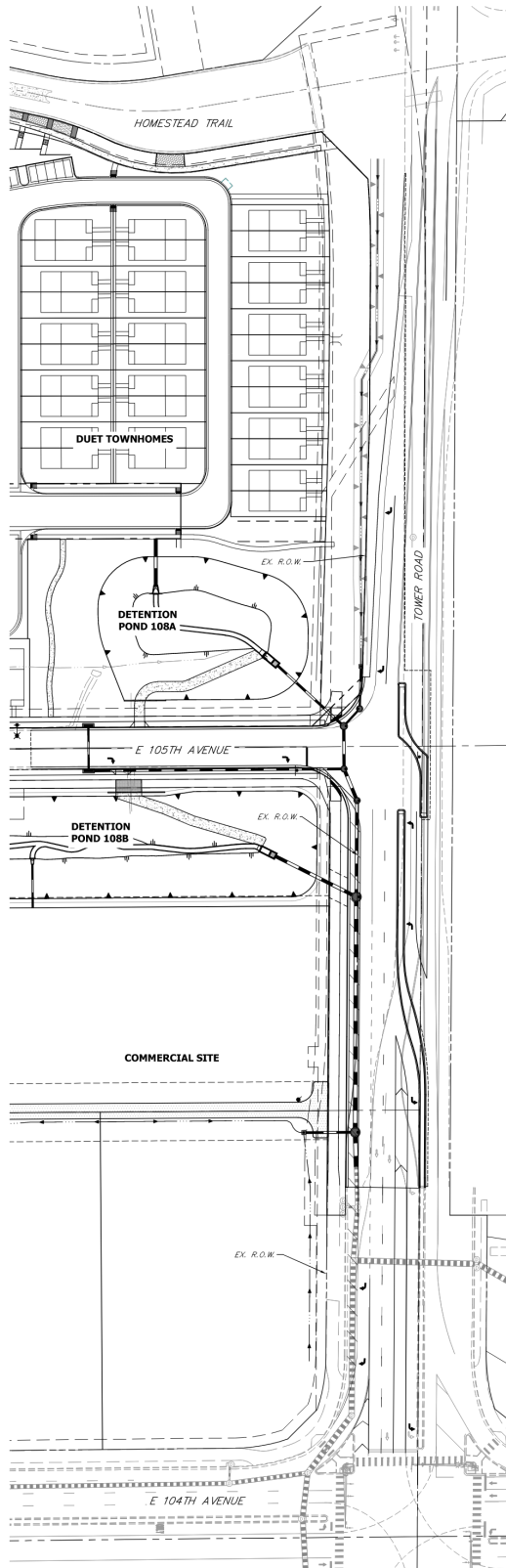


EXHIBIT B  
TOWER ROAD EXHIBIT  
REUNION CENTER - DUET  
& COMMERCIAL PHASE  
PROJ. NO. 14421.49  
3/14/2024  
SHEET 1 OF 1



Central 303-740-8330 • Colorado Springs 719-593-2588  
Fort Collins 970-491-9888 • [www.jrengineering.com](http://www.jrengineering.com)



# **Engineer's Estimate of Probable Costs** **Exhibit B.2 - Amendment 1 Phase 2**

Date:

5/1/2024

Project Name: Reunion Center - Duet & Commercial Phase  
 Project No. 14421.49

PUBLIC ESTIMATE						
ITEM NO.	CDOT ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
1	201-00000	Clearing and Grubbing	5.0	AC	\$ 9,000.00	\$ 45,000.00
2	202-00220	Removal of Asphalt Mat (Full Depth)	2,345	SY	\$ 16.50	\$ 38,692.50
3	202-00200	Removal of Concrete Sidewalk	36	SY	\$ 16.00	\$ 576.00
4	202	Removal of Concrete Trickle Channel	33	SY	\$ 20.00	\$ 660.00
5	202-00203	Removal of Curb and Gutter	404	LF	\$ 8.00	\$ 3,232.00
6	202-01000	Removal of Fence	757	LF	\$ 3.00	\$ 2,271.00
7	202-00037	Removal of FES	1	EA	\$ 400.00	\$ 400.00
8	202-00035	Removal of RCP Storm Pipe	169	LF	\$ 40.00	\$ 6,760.00
9	206-00065	Flowfill of RCP Storm Pipe	13	CY	\$ 260.00	\$ 3,380.00
10	202	Removal of Outlet Structure	1	EA	\$ 15,000.00	\$ 15,000.00
11	202-00027	Removal of Riprap (Haul to Stockpile)	5	SY	\$ 35.00	\$ 175.00
12	403-00721	Asphalt Patching (5.5 Inch Depth)	295	SY	\$ 200.00	\$ 59,000.00
13	210-04010	Adjust Manhole	1	EA	\$ 1,050.00	\$ 1,050.00
14	210-04050	Adjust Water Valve	4	EA	\$ 600.00	\$ 2,400.00
15	203-00000	Unclassified Excavation (Haul to Stockpile)	363	CY	\$ 10.00	\$ 3,630.00
16	203-00010	Unclassified Excavation (Complete in Place)	12,704	CY	\$ 12.00	\$ 152,448.00
17	203-00200	Borrow (Haul from Stockpile)	4,484	CY	\$ 10.00	\$ 44,840.00
18	203	Fine Grading	2,427	SY	\$ 1.25	\$ 3,033.75
19	208-00207	Erosion Control	6.0	AC	\$ 75,000.00	\$ 450,000.00
20	630-00016	Traffic Control	1	LS	\$ 50,000.00	\$ 50,000.00
21	306-01000	Reconditioning (12 Inch Depth)	7,191	SY	\$ 5.50	\$ 39,550.50
22	403-33721	HMA (Grading S) (75) (PG 58-28)	887	TON	\$ 160.00	\$ 141,920.00
23	403-32721	HMA (Grading SG) (75) (PG 58-28)	3,495	TON	\$ 150.00	\$ 524,250.00
24	950-00302	Aggregate Base Course (Class 6)	316	TON	\$ 45.00	\$ 14,220.00
25	608-00000	Concrete Sidewalk (4 Inch Depth)	3,140	SY	\$ 60.00	\$ 188,400.00
26	609-21020	Curb and Gutter Type 2-#B	986	LF	\$ 45.00	\$ 44,370.00
27	609-21010	Curb and Gutter Type 2-#B	1,076	LF	\$ 20.00	\$ 21,520.00
28	412-00800	Concrete Pavement (8 Inch Depth)	232	SY	\$ 120.00	\$ 27,840.00
29	610-00024	Median Cover Material	3,042	SF	\$ 40.00	\$ 121,680.00
30	608-00010	Pedestrian Curb Ramps	180	SY	\$ 300.00	\$ 54,000.00
31	213	Landscaping	11,196	SF	\$ 5.00	\$ 55,977.70
32	627-00005	Epoxy Pavement Marking	15	GAL	\$ 500.00	\$ 7,500.00
33	627-01010	Preformed Plastic Pavement Marking (Inlaid)	200	SF	\$ 22.00	\$ 4,400.00
34	614-00011	Sign Panel (Class I)	135	SF	\$ 25.00	\$ 3,375.00
35	614-00214	Steel Sign Post (1.75x1.75 Inch Tubing)	224	LF	\$ 25.00	\$ 5,600.00
36	603-01180	18-inch RCP	234	LF	\$ 120.00	\$ 28,080.00
37	603-01240	24-inch RCP	591	LF	\$ 150.00	\$ 88,650.00
38	603-01300	30-inch RCP	42	LF	\$ 200.00	\$ 8,400.00
39	603-01360	36-inch RCP	265	LF	\$ 230.00	\$ 60,950.00
40	603-01420	42-inch RCP	155	LF	\$ 310.00	\$ 48,050.00
41	603-01480	48-inch RCP	731	LF	\$ 315.00	\$ 230,416.20
42	603-01540	54-inch RCP	157	LF	\$ 400.00	\$ 62,752.00
43	603-01540	60-inch RCP	1	LF	\$ 475.00	\$ 475.00
43	603-05018	18-inch FES w/ Toewall	2	EA	\$ 4,000.00	\$ 8,000.00
44	603-05036	36-inch FES w/ Toewall	1	EA	\$ 6,000.00	\$ 6,000.00
45	603-05060	60-inch FES w/ Toewall	1	EA	\$ 7,500.00	\$ 7,500.00
46	604-30010	Manhole Slab Base (10 Foot) (4' Dia)	2	EA	\$ 5,000.00	\$ 10,000.00
47	604-30010	Manhole Slab Base (10 Foot) (5' Dia)	1	EA	\$ 6,500.00	\$ 6,500.00
48	604-30010	Manhole Slab Base (10 Foot) (6' Dia)	3	EA	\$ 10,000.00	\$ 30,000.00

## Engineer's Estimate of Probable Costs

Date:

5/1/2024

49	604-30010	Manhole Slab Base (10 Foot) (7' Dia)	2	EA	\$	13,000.00	\$	26,000.00
50	604-30010	Manhole Slab Base (10 Foot) (8' Dia)	4	EA	\$	16,000.00	\$	64,000.00
51	604-30015	Manhole Slab Base (15 Foot) (5' Dia)	2	EA	\$	20,000.00	\$	40,000.00
52	604-30015	Manhole Slab Base (15 Foot) (6' Dia)	1	EA	\$	22,500.00	\$	22,500.00
53	604-30015	Manhole Slab Base (15 Foot) (8' Dia)	2	EA	\$	25,000.00	\$	50,000.00
54	604-19210	Inlet, Type R (10') [5'-10']	2	EA	\$	11,000.00	\$	22,000.00
55	604-00305	Inlet, Type C (0'-5')	1	EA	\$	8,000.00	\$	8,000.00
56	604-00305	Inlet, Type C (5'-10')	1	EA	\$	10,000.00	\$	10,000.00
57	202-04001	18" RCP Plug (Storm)	4	EA	\$	750.00	\$	3,000.00
58	202-04001	24" RCP Plug (Storm)	1	EA	\$	900.00	\$	900.00
59	202-04001	36" RCP Plug (Storm)	1	EA	\$	1,000.00	\$	1,000.00
60	202-04001	48" RCP Plug (Storm)	1	EA	\$	1,200.00	\$	1,200.00
61	412-00600	Concrete Pavement (6 Inch Depth) [Maintenance Trail]	331	SY	\$	90.00	\$	29,790.00
62	506-00412	Soil Riprap (12 Inch)	91	CY	\$	180.00	\$	16,380.00
63	506	4' Concrete Trickle Channel	727	LF	\$	75.00	\$	54,525.00
64	506	Spillway (Includes Type M Riprap, Gravel and Toe Wall)	1	LS	\$	25,000.00	\$	25,000.00
65	604	Connect to Existing (Storm)	3	EA	\$	1,300.00	\$	3,900.00
66	604-20000	Outlet Structure	2	EA	\$	75,000.00	\$	150,000.00
<b>HARD COSTS SUBTOTAL:</b>								<b>\$ 3,261,119.65</b>
						MOBILIZATION	1.00%	\$ 32,611.20
						PAYMENT, PERFORMANCE & MATERIAL BONDS	1.00%	\$ 32,611.20
						MATERIAL TESTING	1.25%	\$ 40,764.00
						CONSTRUCTION SURVEYING	2.00%	\$ 65,222.39
						CONSTRUCTION MANAGEMENT	4.00%	\$ 130,444.79
						PERMITTING	2.00%	\$ 65,222.39
						SALE & USE TAX	4.5% OF 60%	\$ 88,050.23
<b>SUBTOTAL</b>								<b>\$ 3,716,045.84</b>
						CONTINGENCY	15.00%	\$ 557,406.88
<b>Reunion Center - Duet &amp; Commercial PUBLIC COSTS - TOTAL (EXHIBIT B.2)</b>								<b>\$ 4,273,452.72</b>

# **Engineer's Estimate of Probable Costs** **Exhibit B.3 - Amendment 1 Phase 3**

Date: 5/1/2024

Project Name: Reunion Center - Duet & Commercial Phase  
 Project No. 14421.49

PUBLIC ESTIMATE						
ITEM NO.	CDOT ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
1	626-00000	Mobilization & General Conditions	1	LS	\$ 50,000.00	\$ 50,000.00
2	208-00045	Concrete Washout Area	1	EA	\$ 1,600.00	\$ 1,600.00
3	607-11580	Construction Fence	2,770	LF	\$ 2.20	\$ 6,094.00
4	208	Diversion Ditch	429	LF	\$ 31.00	\$ 13,309.23
5	208-00055	Inlet Protection	10	EA	\$ 450.00	\$ 4,500.00
6	208-00030	Sediment Basin	1	EA	\$ 3,900.00	\$ 3,900.00
7	208-00035	Sediment Control Log	2,895	LF	\$ 4.50	\$ 13,027.50
8	213-00000	Seeding & Mulching	2	AC	\$ 5,000.00	\$ 8,097.89
9	208-00020	Silt Fence	2,930	LF	\$ 3.00	\$ 8,790.00
10	208	Stabilized Staging Area	53	SY	\$ 11.00	\$ 586.67
11	208	Surface Roughening	2	AC	\$ 250.00	\$ 404.89
12	208-00070	Vehicle Tracking Control	2	EA	\$ 3,000.00	\$ 6,000.00
13	403	Full Depth Pavement, Base, & Subgrade Prep (Local)	5,033	SY	\$ 38.00	\$ 191,254.00
14	608-00000	Concrete Sidewalk (5 ft)	3,292	LF	\$ 44.00	\$ 144,848.00
15	412-00800	Crossspan	4	EA	\$ 6,500.00	\$ 26,000.00
16	609-21020	Curb & Gutter (Vertical)	2,059	LF	\$ 30.00	\$ 61,770.00
17	608-00010	Curb Ramp	30	EA	\$ 1,690.00	\$ 50,700.00
18	201-00000	Clearing and Grubbing	7.65	AC	\$ 9,000.00	\$ 68,850.00
19	604	Connect to Existing Storm Infrastructure	2	EA	\$ 5,000.00	\$ 10,000.00
20	604-19105	Inlet Type R 5'	4	EA	\$ 5,000.00	\$ 20,000.00
21	604-19210	Inlet Type R 10'	3	EA	\$ 6,500.00	\$ 19,500.00
22	604-19305	Inlet Type R 15'	2	EA	\$ 7,500.00	\$ 15,000.00
23	604-13005	Inlet Type 13	1	EA	\$ 3,500.00	\$ 3,500.00
24	604-30005	Manhole 5' DIA	6	EA	\$ 5,000.00	\$ 30,000.00
25	604-30010	Manhole 6' DIA	1	EA	\$ 9,000.00	\$ 9,000.00
26	603-01180	RCP 18"	255	LF	\$ 81.00	\$ 20,655.00
27	603-01300	RCP 30"	43	LF	\$ 150.00	\$ 6,402.00
28	603-01240	RCP 24"	560	LF	\$ 140.00	\$ 78,400.00
29	202-04001	RCP 36"	491	LF	\$ 170.00	\$ 83,490.40
		<b>Subtotal of Public Improvements</b>				<b>\$ 955,679.58</b>

		Subtotal of Public Improvements		<b>\$ 955,679.58</b>
		Engineering (5% of Subtotal)	<b>5%</b>	\$ 47,783.98
		Construction Management (5% of Subtotal)	<b>5%</b>	\$ 47,783.98
		Contingency	<b>15%</b>	\$ 143,351.94
		<b>Total</b>		<b>\$ 1,194,599.47</b>

# **Engineer's Estimate of Probable Costs** **Exhibit B.4 - Amendment 1 Phase 4**

Date:

5/1/2024

Project Name: Reunion Center - Duet & Commercial Phase  
Project No. 14421.49

PUBLIC ESTIMATE						
ITEM NO.	CDOT ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
1	201-00000	Clearing and Grubbing	2.0	AC	\$ 9,000.00	\$ 18,090.00
2	202-00220	Removal of Asphalt Mat (Full Depth)	116	SY	\$ 16.50	\$ 1,914.00
3	202-00210	Removal of Concrete Pavement	167	SY	\$ 36.00	\$ 6,012.00
4	202-00203	Removal of Curb and Gutter	116	LF	\$ 8.00	\$ 928.00
5	203	Fine Grading	2,823	SY	\$ 1.25	\$ 3,528.75
6	630-00016	Traffic Control	1	LS	\$ 50,000.00	\$ 50,000.00
7	203-00010	Unclassified Excavation (Complete in Place)	100	CY	\$ 12.00	\$ 1,200.00
8	203	Unclassified Excavation (Haul to Stockpile)	4,870	CY	\$ 10.00	\$ 48,700.00
9	208-00207	Erosion Control	4.0	AC	\$ 75,000.00	\$ 300,000.00
10	306-01000	Reconditioning (12 Inch Depth)	5,959	SY	\$ 5.50	\$ 32,774.50
11	403-33721	HMA (Grading S) (75) (PG 58-28)	491	TON	\$ 160.00	\$ 78,560.00
12	403-32721	HMA (Grading SG) (75) (PG 58-28)	810	TON	\$ 150.00	\$ 121,500.00
13	950-00302	Aggregate Base Course (Class 6)	1,789	TON	\$ 45.00	\$ 80,505.00
14	608-00000	Concrete Sidewalk (4 Inch Depth)	706	SY	\$ 60.00	\$ 42,360.00
15	609-21020	Curb and Gutter Type 2-IIB	1,669	LF	\$ 45.00	\$ 75,105.00
16	412-00800	Concrete Pavement (8 Inch Depth)	275	SY	\$ 120.00	\$ 33,000.00
17	610-00020	Median Cover Material	87	SF	\$ 40.00	\$ 3,480.00
18	608-00010	Pedestrian Curb Ramps	155	SY	\$ 300.00	\$ 46,500.00
19	213	Landscaping	12,269	SF	\$ 5.00	\$ 61,345.00
20	627-00005	Epoxy Pavement Marking	10	GAL	\$ 500.00	\$ 5,000.00
21	627-01010	Preformed Plastic Pavement Marking (Inlaid)	318	SF	\$ 22.00	\$ 6,996.00
22	614-00011	Sign Panel (Class I)	104	SF	\$ 25.00	\$ 2,600.00
23	614-00214	Steel Sign Post (1.75x1.75 Inch Tubing)	203	LF	\$ 25.00	\$ 5,075.00
24	603-01180	18-Inch RCP	188	LF	\$ 120.00	\$ 22,560.00
25	603-01240	24-Inch RCP	9	LF	\$ 150.00	\$ 1,350.00
26	603-01300	30-Inch RCP	142	LF	\$ 200.00	\$ 28,400.00
27	603-01420	42-Inch RCP	308	LF	\$ 310.00	\$ 95,480.00
28	604-30005	Manhole Slab Base (5 Foot) (5' Dia)	1	EA	\$ 4,000.00	\$ 4,000.00
29	604-30010	Manhole Slab Base (10 Foot) (6' Dia)	2	EA	\$ 10,000.00	\$ 20,000.00
30	604-19105	Inlet, Type R (5') [0'-5']	2	EA	\$ 6,500.00	\$ 13,000.00
31	604-19205	Inlet, Type R (10') [0'-5']	1	EA	\$ 9,500.00	\$ 9,500.00
32	604-19210	Inlet, Type R (10') [5'-10']	2	EA	\$ 11,000.00	\$ 22,000.00
33	604-00305	Inlet, Type C [5'-10']	2	EA	\$ 10,000.00	\$ 20,000.00
34	202-04001	18" RCP Plug (Storm)	1	EA	\$ 750.00	\$ 750.00
HARD COSTS SUBTOTAL:						\$ 1,262,213.25
MOBILIZATION					1.00%	\$ 12,622.13
PAYMENT, PERFORMANCE & MATERIAL BONDS					1.00%	\$ 12,622.13
MATERIAL TESTING					1.25%	\$ 15,777.67
CONSTRUCTION SURVEYING					2.00%	\$ 25,244.27
CONSTRUCTION MANAGEMENT					4.00%	\$ 50,488.53
PERMITTING					2.00%	\$ 25,244.27
SALE & USE TAX					4.5% OF 60%	\$ 34,079.76
SUBTOTAL						\$ 1,438,292.00
CONTINGENCY						15.00% \$ 215,743.80
Reunion Center - Duet & Commercial PUBLIC COSTS - TOTAL (EXHIBIT B.4)						\$ 1,654,035.80

## **EXHIBIT C**

### **Landscape Improvements and schedule of estimated costs along all roadways, trails, opens spaces, and in all private parks, and inclusive of sidewalks and trails not in the right of way.**

The improvements identified herein are associated with land use application number(s): S-762-20-21-24, D-529-24

The following landscape improvements shall be installed in full compliance with the CCRMC, LDC, and all applicable rules, regulations, and standards adopted by the City. The required Landscape Improvements are set forth and depicted in the Reunion Center Filing 1 Amendment 1 Development Permit (Land Use Application number D-529-24 – Landscape Plan (Sheets 17-27) Revision Date (April 29,2024). As set forth therein, the Landscape Improvements shall include, but not be limited to, trees and tree lawns, shrubs, turf grasses, seed, mulches, ornamental grasses, plantings, ground cover, edging material and irrigation. Per the Landscaping Plans, landscaping improvements shall be installed at the following locations:

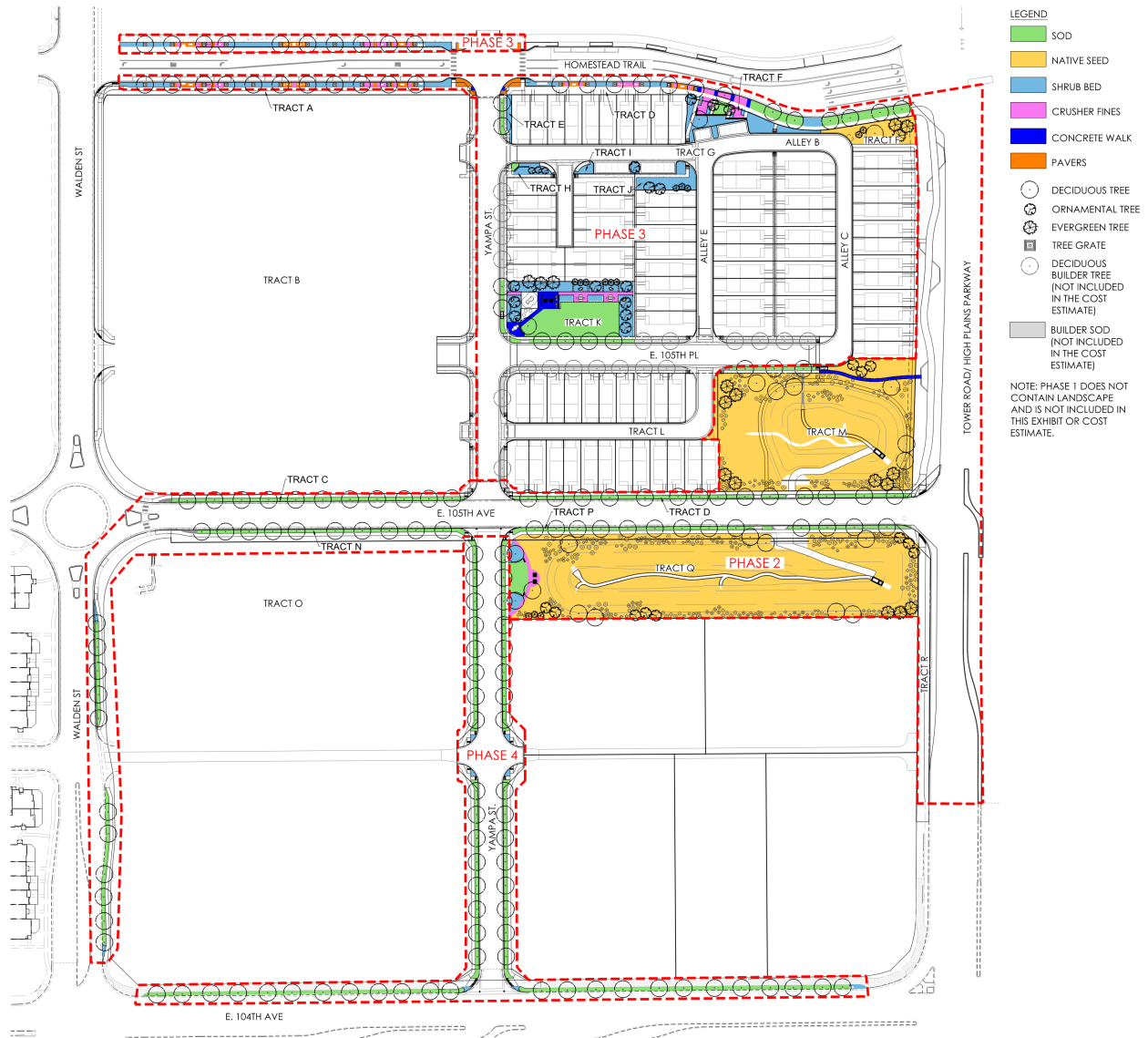
- Landscaping within Tract A
- Landscaping within Tract C
- Landscaping within Tract D
- Landscaping within Tract E
- Landscaping within Tract F
- Landscaping within Tract H
- Landscaping within Tract I
- Landscaping within Tract J
- Landscaping within Tract K
- Landscaping within Tract M
- Landscaping within Tract N
- Landscaping within Tract P
- Landscaping within Tract Q
- Right of Way landscaping along the south side of Homestead Trail from Walden Street to Tower Road
- Right of Way landscaping along the north side of Homestead Trail from Walden Street to Yampa Street
- Right of Way landscaping along E 105<sup>th</sup> Place
- Right of Way landscaping along East 105<sup>th</sup> Avenue from Walden Street to Tower Road
- Right of Way landscaping along the east side of Yampa Street from Homestead Trail to East 105<sup>th</sup> Avenue
- Right of Way landscaping along Yampa Street from East 105<sup>th</sup> Avenue to East 104<sup>th</sup> Avenue
- Right of Way landscaping along the north side of East 104<sup>th</sup> Avenue from Walden Street to Tower Road
- Right of Way landscaping along the east side of Walden Street from East 105<sup>th</sup> Avenue to East 104<sup>th</sup> Avenue

Developer shall install and maintain in perpetuity the required Landscape Improvements along all principal and minor arterials and major and minor collector roadways.

The itemization and depictions contained herein shall not be construed to alter the scope or content of the required landscape improvements. Itemizations herein are for surety purposes only and shall not substitute

or replace the requirements set forth in the CCRMC, LDC, or any applicable rules, regulations, or standards adopted by the City.

(Sample itemization and tract map attached)



DA COST ESTIMATE EXHIBIT

## REUNION CENTER DUETS - AMENDMENT 1

COMMERCE CITY, CO

January 31, 2024



Exhibit C - Reunion Center Filing No.1, Amendment 1 Case Number:  
Development Agreement (DA) - Landscape Improvement Cost Estimate

Date: January 31, 2024

Prepared by: Oakwood Homes, LLC

SUMMARY		
Phase 2		\$ 357,241.94
Phase 3		\$ 261,446.10
Phase 4		\$ 44,155.50
Tract A - Future Development		\$ -
Tract B - Future Development		\$ -
Tract O - Future Development		\$ -
	Subtotal:	\$ 662,843.54
	15% Contingency	\$ 99,426.53
Reunion Center Filing No.1, Amendment 1 PIA LANDSCAPE TOTAL		\$ 762,270.07

Phase 2			
Tract C		Subtotal	\$ 15,566.00
Tract D		Subtotal	\$ 19,790.00
Tract M		Subtotal	\$ 136,163.90
Tract N		Subtotal	\$ 13,459.90
Tract P		Subtotal	\$ 19,048.90
Tract Q		Subtotal	\$ 103,590.00
Walden Street		Subtotal	\$ 14,801.18
E 104th Avenue		Subtotal	\$ 34,822.06
		Total	\$ 357,241.94

Tract C				
Soil Prep & Fine Grading	2,440	SF	\$ 0.40	\$ 976.00
Sod	2,440	SF	\$ 2.00	\$ 4,880.00
Deciduous Trees (2" Cal.)	11	EA	\$ 550.00	\$ 6,050.00
Irrigation	2,440	SF	\$ 1.50	\$ 3,660.00
Tract C / Metro District				\$ 15,566.00

Tract D				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading	3,100	SF	\$ 0.40	\$ 1,240.00
Sod	3,100	SF	\$ 2.00	\$ 6,200.00
Deciduous Trees (2" Cal.)	14	EA	\$ 550.00	\$ 7,700.00
Irrigation	3,100	SF	\$ 1.50	\$ 4,650.00
Tract D / Metro District				\$ 19,790.00

Tract M				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading	50,121	SF	\$ 0.40	\$ 20,048.40
Right of Way Sod	701	SF	\$ 2.00	\$ 1,402.00
Righth of Way Deciduous Trees (2" Cal.)	17	EA	\$ 550.00	\$ 9,350.00
Native Seed Mixture	49,420	SF	\$ 0.15	\$ 7,413.00
Deciduous Trees (2" Cal.)	9	EA	\$ 550.00	\$ 4,950.00
Ornamental Trees (1.5" Cal.)	3	EA	\$ 400.00	\$ 1,200.00
Evergreen Trees (6'-8' Ht.)	8	EA	\$ 550.00	\$ 4,400.00
Shrubs (5 gal)	141	EA	\$ 43.00	\$ 6,063.00
Concrete Walks	684	SF	\$ 9.00	\$ 6,156.00
Irrigation	50,121	SF	\$ 1.50	\$ 75,181.50
Tract M / Metro District				\$ 136,163.90

Tract N				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading	2,041	SF	\$ 0.40	\$ 816.40
Sod	2,041	SF	\$ 2.00	\$ 4,082.00
Deciduous Trees (2" Cal.)	10	EA	\$ 550.00	\$ 5,500.00
Irrigation	2,041	SF	\$ 1.50	\$ 3,061.50
Tract N / Metro District				\$ 13,459.90

Tract P				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading	3,051	SF	\$ 0.40	\$ 1,220.40
Sod	3,051	SF	\$ 2.00	\$ 6,102.00
Deciduous Trees (2" Cal.)	13	EA	\$ 550.00	\$ 7,150.00
Irrigation	3,051	SF	\$ 1.50	\$ 4,576.50
Tract P / Metro District				\$ 19,048.90

Tract Q				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading	69,060	SF	\$ 0.40	\$ 27,624.00
Benches	2	EA	\$ 2,000.00	\$ 4,000.00
Picnic Tables	2	EA	\$ 2,700.00	\$ 5,400.00
Crusher Fines	837	SF	\$ 3.50	\$ 2,929.50
Rock Mulch	900	SF	\$ 3.00	\$ 2,700.00
Native Seed Mixture	66,835	SF	\$ 0.15	\$ 10,025.25
Sod	1,325	SF	\$ 2.00	\$ 2,650.00
Deciduous Trees (2" Cal.)	11	EA	\$ 550.00	\$ 6,050.00
Ornamental Trees (1.5" Cal.)	8	EA	\$ 400.00	\$ 3,200.00
Evergreen Trees (6'-8' Ht.)	6	EA	\$ 550.00	\$ 3,300.00
Shrubs (5 gal)	260	EA	\$ 43.00	\$ 11,180.00
Ornamental Grasses / Perennials (1 gal)	76	EA	\$ 15.00	\$ 1,140.00
Irrigation	69,060	SF	\$ 1.50	\$ 103,590.00
Tract Q / Metro District				\$ 183,788.75

Walden Street Streetscape Landscaping				
Soil Prep & Fine Grading	2,242	SF	\$ 0.40	\$ 896.98
Sod	2,086	SF	\$ 2.00	\$ 4,171.31
Rock Mulch	157	SF	\$ 3.00	\$ 470.40
Steel Edger	14	LF	\$ 6.00	\$ 84.00
Deciduous Trees (2" Cal.)	11	EA	\$ 550.00	\$ 6,050.00
Irrigation	2,086	SF	\$ 1.50	\$ 3,128.49
Tract C / Metro District				\$ 14,801.18

E 104th Avenue Streetscape Landscaping				
Soil Prep & Fine Grading	5,542	SF	\$ 0.40	\$ 2,216.75
Sod	5,355	SF	\$ 2.00	\$ 10,710.74
Rock Mulch	187	SF	\$ 3.00	\$ 559.52
Steel Edger	17	LF	\$ 6.00	\$ 102.00
Deciduous Trees (2" Cal.)	24	EA	\$ 550.00	\$ 13,200.00
Irrigation	5,355	SF	\$ 1.50	\$ 8,033.05
Tract C / Metro District				\$ 34,822.06

Tract L				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Roadway				
Tract L / NA				\$ -



Phase 3				
Tract E			Subtotal	\$ 5,185.80
Tract F			Subtotal	\$ 36,501.70
Tract G			Subtotal	\$ -
Tract H			Subtotal	\$ 8,594.10
Tract I			Subtotal	\$ 2,394.90
Tract J			Subtotal	\$ 15,488.10
Tract K			Subtotal	\$ 193,281.50
			<b>Total</b>	<b>\$ 261,446.10</b>

Tract E				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading	722	SF	\$ 0.40	\$ 288.80
Right of Way Sod	307	SF	\$ 2.00	\$ 614.00
Rock Mulch	415	SF	\$ 3.00	\$ 1,245.00
Right of Way Deciduous Trees (2" Cal.)	2	EA	\$ 550.00	\$ 1,100.00
Shrubs (5 gal)	15	EA	\$ 43.00	\$ 645.00
Ornamental Grasses / Perennials (1 gal)	14	EA	\$ 15.00	\$ 210.00
Irrigation	722	SF	\$ 1.50	\$ 1,083.00
			<b>Tract E / Metro District</b>	<b>\$ 5,185.80</b>

Tract F				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading	7,260	SF	\$ 0.40	\$ 2,904.00
Sod	385	SF	\$ 2.00	\$ 770.00
Native Seed Mixture	3,768	SF	\$ 0.15	\$ 565.20
Steel Edger	67	LF	\$ 6.00	\$ 402.00
Rock Mulch	3,107	SF	\$ 3.00	\$ 9,321.00
Crusher Fines	611	SF	\$ 3.50	\$ 2,138.50
Deciduous Trees (2" Cal.)	2	EA	\$ 550.00	\$ 1,100.00
Ornamental Trees (1.5" Cal.)	3	EA	\$ 400.00	\$ 1,200.00
Evergreen Trees (6'-8' Ht.)	5	EA	\$ 550.00	\$ 2,750.00
Shrubs (5 gal)	42	EA	\$ 43.00	\$ 1,806.00
Ornamental Grasses / Perennials (1 gal)	177	EA	\$ 15.00	\$ 2,655.00
Irrigation	7,260	SF	\$ 1.50	\$ 10,890.00
			<b>Tract F / Metro District</b>	<b>\$ 36,501.70</b>

Tract G				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Roadway				
			<b>Tract G / NA</b>	<b>\$ -</b>

Tract H				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading	769	SF	\$ 0.40	\$ 307.60
Sod	88	SF	\$ 2.00	\$ 176.00
Steel Edger	17	LF	\$ 6.00	\$ 102.00
Rock Mulch	681	SF	\$ 3.00	\$ 2,043.00
Ornamental Trees (1.5" Cal.)	3	EA	\$ 400.00	\$ 1,200.00
Shrubs (5 gal)	9	EA	\$ 43.00	\$ 387.00
Ornamental Grasses / Perennials (1 gal)	15	EA	\$ 15.00	\$ 225.00
Walls	100	FF	\$ 30.00	\$ 3,000.00
Irrigation	769	SF	\$ 1.50	\$ 1,153.50
			<b>Tract H / Metro District</b>	<b>\$ 8,594.10</b>

Tract I				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading	281	SF	\$ 0.40	\$ 112.40
Rock Mulch	281	SF	\$ 3.00	\$ 843.00
Ornamental Trees (1.5" Cal.)	1	EA	\$ 400.00	\$ 400.00
Shrubs (5 gal)	6	EA	\$ 43.00	\$ 258.00
Ornamental Grasses / Perennials (1 gal)	24	EA	\$ 15.00	\$ 360.00
Irrigation	281	SF	\$ 1.50	\$ 421.50
Tract I / Metro District				\$ 2,394.90

Tract J				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading	2,209	SF	\$ 0.40	\$ 883.60
Rock Mulch	2,209	SF	\$ 3.00	\$ 6,627.00
Ornamental Trees (1.5" Cal.)	3	EA	\$ 400.00	\$ 1,200.00
Evergreen Trees (6'-8' Ht.)	3	EA	\$ 550.00	\$ 1,650.00
Shrubs (5 gal)	23	EA	\$ 43.00	\$ 989.00
Ornamental Grasses / Perennials (1 gal)	55	EA	\$ 15.00	\$ 825.00
Irrigation	2,209	SF	\$ 1.50	\$ 3,313.50
Tract J / Metro District				\$ 15,488.10

Tract K				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Pet Waste Station	2	EA	\$ 225.00	\$ 450.00
Picnic Tables	2	EA	\$ 2,700.00	\$ 5,400.00
BBQ Grill	2	EA	\$ 625.00	\$ 1,250.00
Shade Structure	1	EA	\$ 40,000.00	\$ 40,000.00
Play Structure	1	EA	\$ 30,000.00	\$ 30,000.00
Benches	3	EA	\$ 2,000.00	\$ 6,000.00
Lounge	2	EA	\$ 4,500.00	\$ 9,000.00
Trash Receptacles	2	EA	\$ 1,200.00	\$ 2,400.00
Bike Rack	1	EA	\$ 375.00	\$ 375.00
Concrete Walks	1,339	SF	\$ 9.00	\$ 12,051.00
Crusher Fines	1,076	SF	\$ 3.50	\$ 3,766.00
Soil Prep & Fine Grading	12,725	SF	\$ 0.40	\$ 5,090.00
Sod	6,293	SF	\$ 2.00	\$ 12,586.00
Right of Way Sod	1,304	SF	\$ 2.00	\$ 2,608.00
Right of Way Deciduous Trees (2" Cal.)	6	EA	\$ 550.00	\$ 3,300.00
Steel Edger	541	LF	\$ 6.00	\$ 3,246.00
Rock Mulch	5,128	SF	\$ 3.00	\$ 15,384.00
Deciduous Trees (2" Cal.)	1	EA	\$ 550.00	\$ 550.00
Ornamental Trees (1.5" Cal.)	8	EA	\$ 400.00	\$ 3,200.00
Evergreen Trees (6'-8' Ht.)	9	EA	\$ 550.00	\$ 4,950.00
Shrubs (5 gal)	96	EA	\$ 43.00	\$ 4,128.00
Ornamental Grasses / Perennials (1 gal)	316	EA	\$ 15.00	\$ 4,740.00
Irrigation	12,725	SF	\$ 1.50	\$ 19,087.50
Walls	124	FF	\$ 30.00	\$ 3,720.00
Tract K / Metro District				\$ 193,281.50

Phase 4				
Yampa Street			Subtotal	\$ 44,155.50
Total				\$ 44,155.50

Yampa Street				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading	6,757	SF	\$ 0.40	\$ 2,702.90
Sod	6,555	SF	\$ 2.00	\$ 13,109.96
Rock Mulch	202	SF	\$ 3.00	\$ 606.78
Deciduous Trees (2" Cal.)	32	EA	\$ 550.00	\$ 17,600.00
Irrigation	6,757	SF	\$ 1.50	\$ 10,135.86
Yampa Street / Metro District				\$ 44,155.50

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) by and between the CITY OF COMMERCE CITY (“City”), a Colorado home rule municipality whose address is 7887 East 60th Avenue, Commerce City, Colorado, and CLAYTON PROPERTIES GROUP, INC. (“Developer” or “Owner”), a Tennessee Corporation whose principal business address is 5000 Clayton Road, Maryville TN 37804.

**WHEREAS**, Developer owns certain real property within the City generally located at a part of Section 9, Township 2 South, Range 66 West, of the 6<sup>th</sup> P.M., City of Commerce City, County of Adams, State of Colorado, and more specifically described in **Exhibit A**, also known as Reunion Center Filing No. 1, Amendment No. 1 (“Property”);

**WHEREAS**, Developer intends to subdivide and/or develop the Property, the effect of which will directly impact and generate the need for on-site and off-site improvements;

**WHEREAS**, the City has enacted a Land Development Code (the “LDC”) that, as a result of the subdivision and/or development, requires certain public improvements to be installed and/or constructed on or adjacent to the Property; and

**WHEREAS**, Developer acknowledges that the improvements required herein are reasonably attributable to the special impacts that will be generated by the proposed uses of the Property and that the terms and conditions set forth in this Agreement are reasonable, necessary and appropriate.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

### **I. IMPROVEMENTS REQUIRED**

- A. Developer shall provide the improvements or other performance requirements as set forth in **Exhibits B and C** (collectively, the “Improvements”) as follows:
1. **Exhibit B**, attached hereto and incorporated herein by this reference, identifies all required infrastructure improvements related to public roadways, right of ways, storm sewer systems, and sidewalks (including multiuse paths) (the “Infrastructure Improvements”). Required Infrastructure Improvements shall be detailed in construction plans to be approved by the City.
  2. **Exhibit C**, attached hereto and incorporated herein by this reference, identifies all required improvements relating to or concerning landscaping for and along all roadways (including but not limited to principal and minor arterial roadways, major and minor collector roadways) and trails, in all private parks, and in open space areas and inclusive of sidewalks and trails outside the right of way, and all associated appurtenances (the “Landscape Improvements”). Required Landscape Improvements shall be detailed in landscape plans to be approved by the City.
  3. Exhibits B and C include a description of Improvements and schedules, in a form acceptable to the City, of the estimated costs of Improvements to be accepted by the City. If construction of Infrastructure Improvements and/or installation of Landscape Improvements have not begun within one (1) year of the Effective Date, Developer shall submit to the City not later than ninety (90) days prior to commencement of construction or installation, as applicable, revised Exhibits B and/or C, as appropriate, providing then-current schedules of estimated costs for the

applicable Improvements and compliant with all then-current laws, codes, rules, regulations, standards and specifications of the City.

4. Costs provided in Exhibits B and C are provided for surety estimates only and shall not be used to establish or alter construction standards or specifications. The omission of any particular improvement from city approved construction plans or development permits shall neither modify nor alter the obligation to provide the Improvements. Nothing in this Agreement shall be interpreted to alter or amend the City's Construction Standards and Specifications.
- B. Developer shall, at its sole expense, design, construct and install the Improvements for initial acceptance as provided in Section IV herein ("Initial Acceptance") and shall repair the Improvements as necessary until final acceptance by the City as provided in Section V herein ("Final Acceptance").
- C. Construction and landscape plans must be approved by the City prior to commencement of construction of Infrastructure Improvements or installation of Landscape Improvements.
- D. If the City or a third party designs and constructs any Improvements, the City or third party shall control the timing, scope, manner of design and construction and Developer shall grant the City or third party any easements, access, and right-of-way at no cost to the City necessary to construct such Improvements. In such a case, within the later of ninety (90) days of a written demand for payment or at the time of future development, Developer shall reimburse the City or third party for the actual costs of the design and construction of such Improvements, which costs shall be determined at the completion of construction. Nothing in this Agreement shall obligate the City to install or complete any Improvements or to require the City to recover costs of Improvements from any person.

## **II. SECURITY FOR CONSTRUCTION/INSTALLATION OF IMPROVEMENTS**

- A. Security for Construction of Infrastructure Improvements.
  1. Prior to commencing construction of any of the Infrastructure Improvements, Developer shall provide, or cause to be procured, to the City an irrevocable letter of credit or a performance surety bond payable to the City equal to one hundred fifteen percent (115%) of the estimated cost of the Infrastructure Improvements (the "Infrastructure Security"). A bond or letter of credit shall be valid until Initial Acceptance of the Infrastructure Improvements. Any bond or letter of credit shall meet the requirements for bonds or letters of credit set forth in subsections III.D.1-2.
  2. Upon issuance of the letter of Initial Acceptance described in Section IV.A., the City shall release the Infrastructure Security so long as all releases of mechanic's lien have been filed with respect to the project and an acceptable warranty performance guarantee as provided in Section III has been executed and delivered to the City.
  3. Developer Default.
    - a. In the event Developer fails to obtain Initial Acceptance within **twenty-four months** from the commencement of construction, subject to extension at the City's sole discretion, the City may retain the Infrastructure Security and apply such funds to completion of the Infrastructure Improvements including administrative costs related to the retention of the Infrastructure Security and completion of construction.

- b. The City may, at its sole discretion, refund all or part of the Infrastructure Security not applied to completion of the Infrastructure Improvements.
- c. The method and manner in which the City elects to construct or install the Infrastructure Improvements shall be at the sole discretion of the City; provided, however, that nothing herein shall obligate the City to install or complete the Infrastructure Improvements and nothing herein shall prevent, prohibit or limit the remedies available to the City to enforce the obligations of this Agreement.

**B. Security for Installation of Landscape Improvements.**

- 1. In the event Developer is unable to complete all Landscape Improvements prior to Initial Acceptance of the Infrastructure Improvements due to periods of adverse weather or similar reasons approved by the City, Developer shall provide to the City an irrevocable letter of credit or a performance surety bond payable to the City equal to one hundred fifty percent (150%) of the estimated cost of the uncompleted Landscape Improvements (the "Landscape Security"). Any irrevocable letter of credit or performance surety bond provided by Developer shall be valid until Initial Acceptance. Any bond or letter of credit shall meet the requirements set forth in subsections III.D.1-2.
- 2. Except as provided in subsection II.B.4. herein, the City shall release the Landscape Security only upon completion and City acceptance of all Landscape Improvements so long as all releases of mechanic's lien have been filed with respect to the Landscape Improvements and an acceptable warranty performance guarantee as provided in Section III has been executed and delivered to the City.
- 3. If delayed as provided for in subsection II.B.1. herein, Developer shall complete the Landscape Improvements not later than eight (8) months from the date of written request by the City.
- 4. Developer Default
  - a. In the event Developer fails to complete the Landscape Improvements within eight (8) months from the date of the City's written request, the City may retain the Landscape Security and apply such funds to completion of the Landscape Improvements.
  - b. The City may, at its sole discretion, refund all or part of the Landscape Security not applied to completion of the Landscape Improvements.
  - c. The method and manner in which the City elects to install the Landscape Improvements shall be at the sole discretion of the City; provided, however, that nothing herein shall obligate the City to install or complete the Landscape Improvements and nothing herein shall prevent, prohibit or limit the remedies available to the City to enforce the obligations of this Agreement.
- 5. Regardless of the provisions of this Section II.B., the City shall not be responsible for maintaining the Landscape Improvements within the right-of-way of any arterial or collector roadways. The City shall maintain medians within principal and minor arterials to the extent landscaping has been installed by the City. Individual lot owners shall be required to maintain tree lawn areas as approved and installed along local roadways.

- C. Bonds and Letters of Credit. The Developer shall provide, or cause to be provided, all bonds and letters or credit, and any other security required by this Section II, to the Department of Finance of the City of Commerce City with a notice to the City Engineer evidencing compliance with this provision.

### **III. WARRANTY**

- A. Developer hereby warrants all Improvements to be free from defects, including but not limited to, defects of materials, workmanship and design and that the Improvements otherwise fully comply with all applicable City standards and specifications in effect on the date of this Agreement.
- B. Prior to Initial Acceptance of the Infrastructure Improvements, Developer shall execute and deliver to the City a warranty performance guarantee equal to fifteen percent (15%) of the total estimated cost of the Infrastructure Improvements (the "Infrastructure Warranty").
- C. Prior to Initial Acceptance of the Landscape Improvements, Developer shall execute and deliver to the City a warranty performance guarantee equal to fifty percent (50%) of the total cost of Landscape Improvements to include all vegetative materials, irrigation and recreation facilities (the "Landscape Warranty"). Developer shall execute the Landscape Warranty as herein provided without regard to which party completed the Landscape Improvements.
- D. The Infrastructure Warranty and the Landscape Warranty (together, the "Warranties") shall each be in the form of an irrevocable letter of credit, warranty bond or cash escrow and shall provide security for costs that may be incurred in repairing or replacing the respective Improvements for twenty-four (24) months from the date of issuance of the Initial Acceptance (the "Warranty Period").
1. Any entity issuing a bond shall have at least an "A" rating from Moody's, or an equivalent rating as designated by a nationally recognized ratings firm, and shall be included in the most recent listing of companies holding Certificates of Authority as Acceptable sureties on Federal Bonds and as Acceptable Reinsuring Companies, Department of Treasury, Circular 570.
  2. Letters of credit shall be in a form acceptable to the City and shall be drawn on an institution acceptable to the City.
- E. In the event any substantial repair or replacement is required to any of the Improvements during the Warranty Period and such repair or replacement is not timely made upon notice of defect, or in any event before the expiration of the Warranty Period, the City may elect one or more of the following:
1. Extend the Warranty Period for up to an additional one (1) year after acceptance of the completed repair or replacement and require the Developer to extend the term of the appropriate Warranty;
  2. Call the appropriate Warranty and secure repair or replacement of the non-conforming Improvements; and/or
  3. Order denial or suspension of outstanding building permits or Certificates of Occupancy until repair or replacement of the non-conforming Improvements has been performed and Initial Acceptance thereof has been granted by the City.
- F. Bonds and Letters of Credit. The Developer shall provide, or cause to be provided, all bonds and letters or credit, and any other security required by this Section III, to the Department of Finance of

the City of Commerce City with a notice to the City Engineer evidencing compliance with this provision.

#### **IV. INITIAL ACCEPTANCE**

##### **A. Initial Acceptance of Infrastructure Improvements.**

1. In order to obtain Initial Acceptance of Infrastructure Improvements for a phase or an entire project, Developer shall submit to the City a written request for Initial Acceptance of Infrastructure Improvements and one (1) copy of record drawings.
2. Within ten (10) business days of receipt of a request for Initial Acceptance, the City shall review the record drawings and shall either approve the drawings or return the drawings to the Developer with comments.
  - a. In the event the record drawings are returned to Developer with comments, Developer shall submit to the City the record drawings revised in accord with the City's comments.
  - b. Once the record drawings are approved, Developer shall submit to the City "certified record" drawings on Mylar and electronic AutoCAD files.
3. Within ten (10) business days of receipt of a request for Initial Acceptance of Infrastructure Improvements, the City shall inspect the Infrastructure Improvements.
  - a. During or subsequent to inspection of the Infrastructure Improvements, the City shall generate a written "punch list" of items requiring correction, repair or replacement in compliance with all applicable ordinances and standards of the City.
  - b. In the event Developer fails to correct, repair or replace the punch list items within thirty (30) days of the date the punch list is provided, the City shall not grant Initial Acceptance, but shall instead conduct a subsequent inspection of the Infrastructure Improvements and generate a new written punch list. This process shall continue until all punch list items have been corrected, repaired or replaced to the satisfaction of the City.
  - c. In no event shall the City grant Initial Acceptance of Infrastructure Improvements until after Developer has corrected, repaired and replaced the punch list items to the City's satisfaction.
4. Upon a finding of satisfactory completion of the Infrastructure Improvements in compliance herewith and with all applicable ordinances and standards of the City, and upon execution and delivery to the City of the Infrastructure Warranty, the City shall grant Initial Acceptance of the Infrastructure Improvements via certified letter to Developer, the date of which shall constitute the date of commencement of the Warranty Period for the Infrastructure Improvements as identified in Section III.D.
5. Building permits may be issued prior to Initial Acceptance for the phase for which the Infrastructure Security has issued provided that all required fire hydrants, water for fire suppression, roadway, curb and gutter have been constructed to City specifications and paved emergency access to the lots on which building permits are requested are satisfactory as determined by the City. For single family residential lots, the potential authorization of building permits shall be limited to no more than four (4) model homes within the Property prior to

Initial Acceptance of the Improvements. Such model homes shall not be sold, conveyed, or otherwise transferred to a third party prior to Initial Acceptance of the Improvements. Certificates of Occupancy shall not be issued for any structure prior to Initial Acceptance of Infrastructure Improvements, however, the aforementioned model homes may be eligible for temporary occupancy permits where authorized by law.

**B. Initial Acceptance of Landscape Improvements.**

1. In order to obtain Initial Acceptance of Landscape Improvements for a phase or an entire project, Developer shall submit to the City a written request for Initial Acceptance of Landscape Improvements.
2. The City shall inspect the Landscape Improvements within ten (10) business days after receipt of a request for Initial Acceptance.
  - a. During or subsequent to such inspection, the City shall generate a written “punch list” of items requiring correction, repair or replacement in compliance with the Landscape Improvements as set forth in the Reunion Center Filing 1, Amendment 1 Development Permit (Land Use Application Number S-762-20-21-24, D-529-24).
    - i. Not less than thirty (30) days after the date the punch list is provided to Developer, unless Developer authorizes an earlier inspection, the City shall conduct a re-inspection of the Landscape Improvements and generate a new written punch list unless all punch list items have been corrected, repaired or replaced to the satisfaction of the City.
    - ii. This process shall continue until all punch list items have been corrected, repaired or replaced to the satisfaction of the City, at which time, the City shall proceed with Initial Acceptance as set forth herein.
  - b. Failure to correct, repair or replace the punch list items as provided herein shall constitute cause to deny any request for Initial Acceptance, and in no event shall the City grant Initial Acceptance until after Developer has corrected, repaired and replaced the punch list items to the City’s satisfaction.
3. Upon a finding of satisfactory completion of the Landscape Improvements in compliance herewith and with all applicable ordinances and standards of the City, and upon execution and delivery to the City of the Landscape Warranty, the City shall grant Initial Acceptance of the Landscape Improvements via certified letter to Developer, the date of which shall constitute the date of commencement of the Warranty Period for the Landscape Improvements as provided in Section III.D.

**V. FINAL ACCEPTANCE**

**A. Timing for Final Acceptance.**

1. Developer shall obtain Final Acceptance of the Infrastructure Improvements, as provided herein, prior to the expiration of the applicable Warranty Period.
2. Developer shall obtain Final Acceptance of the Landscape Improvements, as provided herein, prior to the expiration of the applicable Warranty Period.



- B. Procedure for Final Acceptance. Not earlier than sixty (60) days or later than forty-five (45) days prior to the date of expiration of a Warranty Period, Developer shall submit a written request for Final Acceptance of the related Improvements.
1. Within a reasonable time after Developer's request for Final Acceptance, the City shall conduct a final inspection of the appropriate Improvements (either Landscape or Infrastructure) or authorized phase thereof.
    - a. During or subsequent to such inspection, the City shall generate a written "punch list" of items requiring correction, repair or replacement in compliance with all applicable ordinances and standards of the City. Failure to correct, repair or replace the punch list items as provided herein shall constitute cause to deny any request for Final Acceptance.
      - i. Not less than thirty (30) days after the date the punch list is provided to Developer, unless Developer authorizes an earlier inspection, the City shall conduct a re-inspection of the Improvements and generate a new written punch list unless all punch list items have been corrected, repaired or replaced to the satisfaction of the City.
      - ii. This process shall continue until all punch list items have been corrected, repaired or replaced to the satisfaction of the City, at which time, the City shall proceed with Final Acceptance as set forth herein.
    - b. If the subdivision and/or development of the Property involves a land dedication to the City for a future park or school site, floodplain or open space (the "Dedicated Area(s)"), the City shall inspect such Dedicated Area(s). In the event any damage or dumping has occurred in, on or to any Dedicated Area, Developer shall be responsible for the restoration thereof. Despite the issuance of a Letter of Final Acceptance pursuant to this Section V, if any, the City shall not release the Landscape Warranty unless Developer has restored the Dedicated Area(s) to the City's satisfaction. Nothing herein shall be construed or deemed as requiring the City to release the Landscape Warranty prior to Final Acceptance of the Landscape Improvements.
  2. Developer shall certify to the City that all persons and entities having provided labor and/or services in the construction or installation of the Improvements for which Final Acceptance is being sought have been fully paid subject to such exceptions as may be disclosed to the City and that are acceptable to the City.
  3. If the Improvements subject to the inspection request fully conform to this Agreement and the City's applicable standards and specifications, and all corrections, repairs or replacements have been made to bring the Improvements into conformance, the City shall issue to Developer, via certified mail, a Letter of Completion and Final Acceptance.
  4. Subject to the provisions of subsection 1.b. of this Section V.B., the City shall release the Warranty only after Final Acceptance of the Improvements related thereto.
- C. In the event Developer does not request Final Acceptance of Improvements forty-five (45) days prior to the expiration of the Warranty Period related thereto, or as extended by the City, the City shall have the right at any time thereafter to conduct a final inspection of the Improvements.

- D. If, pursuant to final inspection requested by the Developer or initiated by the City, including inspection of Dedicated Area(s), any Improvements or Dedicated Area(s) are found not to conform to the requirements of this Agreement or applicable City standards and specifications, the City may exercise any and all rights set forth in Section XV.
- E. Developer's failure to obtain Final Acceptance of Improvements prior to expiration of the Warranty Period related thereto shall constitute a Default under this Agreement, and the City may exercise its rights to secure performance as provided in Section XV.
- F. Nothing herein shall be construed or deemed as requiring the City to finally accept or release from Warranty any Improvements that are defective or damaged.

## **VI. PHASING**

Phasing of the Improvements, if applicable, shall be permitted subject to the terms and conditions of this Agreement and as described and depicted in **Exhibit D**. Developer, at its discretion, may modify the sequence of phase construction if approved by both the Director of Community Development and the Director of Public Works.

## **VII. DEVELOPMENT STANDARDS AND PROCEDURES**

- A. Engineering and Landscaping Services. Developer shall procure at its sole expense all professional services, including all engineering, surveying and landscaping services, necessary and appropriate for development of the Property, which services shall fully conform to the City's applicable ordinances, standards and specifications.
  - 1. All professional services shall be performed by engineers, surveyors, architects or other professionals duly licensed, accredited and/or certified in accordance with applicable state and local law.
  - 2. Landscaping services shall be performed by persons trained in landscape architecture or horticultural design.
- B. Plan Review. All applicable plans must be reviewed and approved by the City prior to construction or installation. No construction or installation of Improvements shall occur without prior plan approval.
- C. Right-of-Way Permits. Prior to commencing construction of the Improvements, Developer shall obtain all permits required under Chapter 10 of the Commerce City Revised Municipal Code (the "CCRMC"), pay all fees related thereto and pay any associated City use taxes, if required.
- D. Testing. Developer shall employ at its sole expense a professional qualified, independent testing company to perform all testing of materials or construction that may reasonably be required by the City to ensure compliance with City standards and specifications. Developer shall furnish to the City certified copies of test results and shall release and authorize full access to the City and its designated representatives all work-up materials, procedures and documents used in preparing test results.
- E. Inspection. During construction or installation of the Improvements and until Final Acceptance thereof, Developer shall request and coordinate with the City all inspections of the Improvements. If the required inspections are not conducted, the City shall have the right to require Developer to remove and replace the Improvements. Developer shall reasonably cooperate and assist the City to

gain access to the areas designated for inspection. Developer shall also notify the City upon discovery of any non-conformance with the approved plans, standards and specifications for the Improvements. Inspection and acceptance by the City of any Improvements shall not relieve Developer of any responsibilities under this Agreement.

- F. Erosion Control. All work associated with the installation or construction of Improvements shall conform to the City's requirements for erosion control and the approved erosion and sediment control drawings associated with the Property.
1. Developer shall, at its own expense, keep on-site and adjacent streets and rights-of-way used as construction routes clean of mud, rocks and debris at all times during construction.
  2. Within five (5) business days of receipt of written notification by the City of non-compliance with this subsection F, Developer shall commence clean-up operations and diligently pursue completion of such clean-up operations to the satisfaction of the City.
  3. If Developer fails to respond within five (5) days, the City is unable to contact Developer after reasonable effort, or Developer fails to diligently pursue clean-up operations to the satisfaction of the City, the City may take corrective action to clear or clean-up the affected streets and rights-of-way and invoice Developer for all costs incurred by the City, including administrative costs, for which Developer shall be liable for payment within thirty (30) days of receipt of the invoice from the City.
- G. Damage to Public Infrastructure. If the Developer or any agent or representative thereof causes damage to any public infrastructure (including without limitation, any surface pavers, flagstones, or other stone or concrete surfaces, planters, street and decorative lights, or canopies) such damage shall be promptly repaired with the same kind, quality, color, serviceability and material composition aspects as was possessed by the infrastructure damaged, unless otherwise expressly agreed to by the City in writing.

#### **VIII. OBLIGATIONS OF SUBSEQUENT MORTGAGEE OR LIEN HOLDER**

Any subsequent mortgagees or lien holders shall subordinate their interests in the Property to the rights and remedies of the City for purposes of this Agreement. No subsequent mortgagee or lienholder is obligated to complete any of the Improvements unless such subsequent mortgagee or lienholder becomes the Owner and continues development of the Property by requesting permits, certificates or other approvals from the City. In such event, the Improvements shall be completed pursuant to the terms and conditions of this Agreement.

#### **IX. CONTRACTORS AND SUPPLIERS – LICENSING; PAYMENT – REMOVAL OF LIENS**

- A. Developer shall ensure that all contractors and/or subcontractors employed by Developer are licensed as required by state and local law before any work on the Improvements is commenced.
- B. Developer shall at all times promptly make payments of all amounts due to persons supplying labor, materials or services in connection with the Improvements and to any persons who may otherwise be entitled to assert a lien upon the Property by virtue of C.R.S. § 38-22-102, *et seq.* Developer shall indemnify and defend the City with respect to any such lien and, regardless of the merits of the lien, shall immediately take any and all steps necessary to remove the lien from the Property.

## **X. NON-LIABILITY**

Developer acknowledges that the City's review and approval of plans for the development of the Property are done in furtherance of the general public health, safety and welfare and that no specific relationship with, or duty of care to, Developer or third parties is assumed by such review approval or immunity waived as is more specifically set forth in Colorado Governmental Immunity Act, C.R.S. § 24-10-106.5.

## **XI. INDEMNIFICATION**

- A. Developer shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations or omissions of Developer or its employees, agents, representatives or other persons acting under Developer's direction or control in performing or failing to perform the work to be performed under this Agreement. Developer shall indemnify, defend, and hold harmless the City, its elected and appointed officials and its employees, agents and representatives (the "Indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including, but not limited to, attorney fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the actions or omissions of Developer and/or its employees, agents or representatives or other persons acting under Developer's direction or control.
- B. Developer specifically represents that all property dedicated (both in fee simple and as easements or other right of way) to the City within the Property is in compliance with all environmental protection and anti-pollution laws, rules, regulations, orders or requirements, including solid waste requirements, as defined by the U. S. Environmental Protection Agency Regulations at 40 C.F.R., Part 261, and that the Property as is in compliance with all such requirements pertaining to the disposal or existence in or on such dedicated property of any hazardous substances, pollutants or contaminants, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder. The Developer, for itself and its successor(s) in interest, shall indemnify, defend, and hold harmless the Indemnified Parties from any liability whatsoever that may be imposed upon the City by any governmental authority or any third party, pertaining to the disposal of hazardous substances, pollutants or contaminants, and cleanup necessitated by leaking underground storage tanks, excavation or backfill of hazardous substances, pollutants or contaminants, or environmental cleanup responsibilities of any nature whatsoever on, of, or related to any part of the property dedicated to the City, provided that such damages or liability are not caused by circumstances arising entirely after the date of acceptance by the City of the Improvements constructed on the dedicated property, except to the extent that such circumstances are the result of acts or omissions of the Developer. Said indemnification shall not extend to claims, actions or other liability arising as a result of any hazardous substance, pollutant or contaminant generated or deposited by the Indemnified Parties upon the property dedicated to the City.
- C. If any action, lawsuit, or claim is brought or asserted against the Indemnified Parties for which indemnity may be sought by the Indemnified Parties from the Developer, the Indemnified Parties shall promptly notify the Developer in writing, and the Developer shall promptly assume the defense thereof, including, but not limited to, the employment of counsel (the selection of which has been approved by the Indemnified Parties and such approval shall not be unreasonably withheld), the payment of all legal fees, expenses, and costs, and the right to negotiate and consent to settlement; provided however, that the Developer shall not settle any such action which may adversely affect the City without the City's written consent, which consent shall not be unreasonably withheld.

- D. The obligations of the Developer shall be in addition to any rights that any Indemnified Parties may have at common law or otherwise.
- E. The provisions set forth in this Section shall survive the completion of the Improvements and the satisfaction, expiration or termination of this Agreement. The obligations of this Section XI shall not apply to the extent the City becomes liable by final judgment to pay a third party as the result of the negligent act or omission of the City.

## **XII. INSURANCE**

- A. **Coverages.** Prior to beginning any work whatsoever under this Agreement including preparatory work such as surveying, staking or clearing the Property, Developer shall, at no cost to the City, procure or cause to be procured the following coverages and maintain such coverages until all Improvements have been finally accepted:
  - 1. Commercial General or Business Liability coverage insuring against liability for personal injury, bodily injury or death arising out of the performance of Developer's obligations under this Agreement with minimum combined single limits of One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) general aggregate.
  - 2. Products/Completed Operations coverage insuring against any liability for bodily injury or property damage caused by the completed Improvements with a combined single limit of at least One Million Dollars (\$1,000,000.00).
  - 3. Automobile Liability coverage with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) for any one occurrence with respect to each of Developer's owned, hired or non-owned vehicles assigned to or used in connection with the performance of Developer's obligations under this Agreement. In the event Developer's insurance does not cover non-owned vehicles, the requirements of this paragraph shall be met by each employee of Developer who uses a vehicle in connection with this Agreement, and Developer agrees to assure compliance by each employee prior to allowing use of a vehicle not owned by Developer.
  - 4. Workers' Compensation insurance as required by Colorado state statute and any other insurance required by applicable law.
  - 5. For the coverages required in subsections XII.A.1-3, Developer shall provide umbrella or excess coverage written on a "follow-form" basis to the underlying policy and in a coverage amount not less than One Million Dollars (\$1,000,000.00). In so doing, the coverage shall provide complete protection to the City consistent with the liability limits that may be imposed upon the City pursuant to the C.R.S. § 24-10-114, as may be amended.
- B. **Self-Insurance.** Evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages if first approved by the City in its sole discretion.
- C. **Requirements.** Developer shall at a minimum procure and maintain, or cause to be procured and maintained, the insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Developer pursuant to retroactive dates. Coverage for extended reporting periods shall be procured to maintain such continuous coverage.

D. Certificates of Insurance and Endorsements.

1. One or more Certificates of Insurance (“Certificates”) shall be completed by Developer’s insurer as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, which Certificates shall be provided to the City for review and approval prior to commencement of any work under this Agreement.
2. Each Certificate required herein, except Workers’ compensation coverage, shall name the City and its officers and employees as additional insureds.
3. Completed Certificates shall be sent to:

Risk Manager  
City of Commerce City Human Resources Department  
7887 E. 60<sup>th</sup> Ave.  
Commerce City, CO 80022

City Engineer  
City of Commerce City Public Works Department  
8602 Rosemary Street  
Commerce City, CO 80022

4. The City shall review the Certificates and endorsements as soon as practical, typically within ten (10) working days of receipt. The Certificates shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City.
5. In the event the period of coverage for any insurance required herein expires prior to the conclusion of Developer’s obligations hereunder, Developer shall, not less than thirty (30) days prior to the expiration of any such insurance coverage, provide the City with a new certificate of insurance and endorsements evidencing new or continuing coverage in accordance with the requirements of this Agreement.

E. Failure to Obtain Insurance Constitutes Breach. Developer’s failure to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a breach of this Agreement and, if said breach is not cured within ten (10) days of written notice by the City to Developer, the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Developer to the City upon demand, or the City may offset the cost of the premiums against any monies due to Developer from the City, regardless of the source or location of such funds.

F. Certified Copies. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Developer agrees to execute any and all documents necessary to allow the City access to any and all insurance policies and endorsements pertaining to this Agreement.

G. Subcontracts. Developer shall include the insurance requirements set forth in this Agreement in all contracts and subcontracts entered into for the construction or installation of the Improvements. Developer shall be responsible for the failure of any such contractor or subcontractor to procure and maintain insurance meeting the requirements set forth in this Agreement. The City reserves the right to approve variations in the insurance requirements applicable to such contractors or subcontractors

upon joint written request of the contractor or subcontractor and Developer if, in the City's discretion, such variations do not substantially affect the City's interests.

### **XIII. FEES, CHARGES AND DEDICATIONS**

Fees, charges and dedications shall be assessed pursuant to Article IX of the LDC or as amended by City Council. The fees associated with the Property are outlined as follows:

- A. Public Parks and Recreation Fees. Pursuant to Section 21-9210(3)(a) of the LDC, at the time of the approval of the Reunion PUD, the City determined that land dedications were the preferred method for satisfying the applicable public parks and recreation fees obligation for residential development within the area included within the Reunion PUD (the "Reunion Parks Fees"). The Reunion PUD designated parks and open space sites ("Park Sites"), the dedication of which, pursuant to the Reunion PUD, will satisfy all applicable Reunion Parks Fees. The land dedication requirement for Parks Sites for the development of Reunion Center Filing 1, Amendment 1 has been satisfied and therefore no further land dedication or cash payment in lieu of dedication is required.
- B. Land Dedication for Schools. Pursuant to Section 21-9200(3) of the LDC, at the time of the approval of the Reunion PUD, School District 27J determined that land dedications were the preferred method for satisfying the applicable school fees for residential development within the area included within the Reunion PUD (the "Reunion School Fees"). The Reunion PUD included designated school sites ("School Sites"), the dedication of which, pursuant to the Reunion PUD, will satisfy all applicable Reunion School Fees. Per the School District 27 J letter dated April 23, 2025, the land dedication requirement for the development of Reunion Center Filing 1, Amendment 1 been satisfied by previous School Site dedications, and therefore no further land dedication or cash payment in lieu of dedications is required.
- C. Road Impact Fee. Upon issuance to Developer of a building permit for any structure within the Property, Developer shall pay a road impact fee to the City as set forth in the LDC.
- D. Drainage Impact Fee. Upon issuance to Developer of a building permit for any structure within the Property, Developer shall pay a drainage impact fee as set forth in the LDC.
- E. INTENTIONALLY OMITTED.
- F. Fire and Emergency Services Fee. Fire and emergency services fees shall be payable to the applicable fire and emergency services provider, as set forth in the LDC.

### **XIV. RECORDATION – COVENANT RUNNING WITH THE LAND; BINDING EFFECT**

- A. Recording. Upon execution hereof, Developer shall, at its sole cost and expense, cause this Agreement to be recorded in the real estate records of the Clerk and Recorder for Adams County, Colorado. The City, at its sole option, also may cause the Agreement to be recorded.
- B. Binding Effect.
  - 1. This Agreement shall be binding on the parties hereto and their respective successors and assigns, without regard to the method or manner of succession or assignment, and shall be deemed and constitute a covenant running with the land.

2. Developer and any successor or assign of this Agreement, in whole or in part, shall be jointly and severally liable for the performance and obligations of such portion of the Agreement succeeded to or assigned unless otherwise consented to in writing by the City and executed in the same manner as this Agreement.
3. This Agreement shall remain in full force and effect until all applicable provisions herein have been fulfilled.

C. Assignment.

1. No Improvements, as defined herein, nor any obligations or responsibilities of the Developer associated therewith, shall be assigned, transferred, or conveyed to a Residential Metropolitan District, either directly or indirectly, unless the specified Improvements are expressly identified and included in an existing and previously approved metropolitan district service plan. For the purposes of this Agreement, a Residential Metropolitan District is defined as a metropolitan district formed pursuant to the Special District Act in which ten percent or more of the property in the Metro District area is developed or is expected to be developed for residential purposes.
2. In the event Developer assigns any obligations of this Agreement, in whole or in part, the Developer shall provide notice of the assignment to the City, including a fully executed copy of the assignment, within 30 days of the execution of any assignment or assignment agreement.

**XV. DEFAULT – REMEDIES**

- A. In the event Developer should fail to timely comply with any of the terms, conditions, covenants and undertakings hereof (a “Default”) and the Default is not cured and brought into compliance within thirty (30) days of written Notice to Developer by the City (“Notice of Default”), except as provided in Section V herein, unless the City in writing designates a longer cure period reasonably requested by Developer, the City may call for payment of the applicable Warranty.
- B. The Notice of Default shall specify the conditions of Default. During the cure period the City may withhold building permits, Certificates of Occupancy or provision of new utilities fixtures or services.
- C. Nothing hereunder shall be construed to limit the City, in the event of a Default or other breach of this Agreement, from pursuing any other remedy at law or in equity that may be appropriate under the Home Rule Charter of the City of Commerce City, the Commerce City Revised Municipal Code, applicable law and the legal standards of the State of Colorado or United States before any court of competent jurisdiction. Such remedies shall be cumulative.
- D. In the event of a Default or other breach of this Agreement, the party in Default or breach shall be liable for payment to the non-defaulting/non-breaching party of all costs and reasonable attorney fees incurred by the non-defaulting/non-breaching party as a result of the Default or breach.
- E. Notwithstanding any provision of this Agreement that may be construed to the contrary, in no event shall the City, including its elected and appointed officials, current and former officers and employees, servants, agents, attorneys, representatives, insurance carriers, and self-insurance pools, be liable to the Developer for any exemplary, punitive, special, indirect, consequential, remote, or speculative damages arising out of or relating to, in any manner, this Agreement, whether arising in contract, tort, or otherwise, even if City has been informed of the possibility thereof, including without limitation a claim for impairment of bonding capacity.



- F. To the extent any damages arising under this Agreement may be covered by insurance, the Developer agrees to waive all rights of subrogation against the City, its agents, associated and affiliated entities, successors, or assigns, its elected and appointed officials, current and former officers and employees, servants, volunteers, agents, attorneys, representatives, insurance carriers, and self-insurance pools for losses arising from any acts or omissions of the City.
- G. Any assignment, transfer, or conveyance of Improvements, or the obligations or responsibilities associated therewith, to a Residential Metropolitan District, as prohibited herein, shall be deemed null and void. In the event a court of competent jurisdiction were to set aside the prohibition on assignment, transfer, or conveyance of said Improvements as set forth herein, or any of the obligations or responsibilities associated therewith, then upon such a ruling, the actual and current costs of the assigned, transferred or conveyed Improvements, plus a twenty percent (20%) administrative fee, shall become immediately due and payable to the City. Nothing herein shall constitute a waiver of any other remedy identified herein and the City is authorized to call for payment upon any related surety.

## **XVI. NOTICE**

Any notice that may be given under this Agreement shall be made in writing and shall be deemed effective upon personal service of the other party or upon the date of mailing by certified mail, return receipt requested, addressed as follows (or other address the party to be notified may have designated by like notice to the sender):

**DEVELOPER:**

Senior Vice President of Land Development  
Randy Bauer  
4908 Tower Road  
Denver, CO 80249  
(480) 650-1781

**CITY:**

Director, Dept. of Public Works  
City of Commerce City  
8602 Rosemary Street  
Commerce City, CO 80022  
(303) 289-8156

**With copies to:**

Director, Dept. of Community Development  
City of Commerce City  
7887 E. 60<sup>th</sup> Avenue  
Commerce City, CO 80022

Director, Dept. of Parks, Recreation & Golf  
City of Commerce City  
6060 E. Parkway Drive  
Commerce City, CO 80022

City Attorney's Office  
City of Commerce City  
7887 E. 60<sup>th</sup> Avenue  
Commerce City, CO 80022

## **XVII. MISCELLANEOUS PROVISIONS**

- A. Incorporation by Reference. The recitals to this Agreement and the attached Exhibits A-D are incorporated into this Agreement by reference.

- B. Title and Authority. Developer warrants to the City that it is (i) the record owner of the Property; (ii) authorized to execute this Agreement pursuant to a valid ground or similar lease; or (iii) acting in accordance with the currently valid and unrevoked power of attorney of the record owner attached hereto. Each individual executing this Agreement covenants and warrants that he or she is fully authorized to execute this Agreement on behalf of the party he or she represents.
- C. Compliance with Applicable Law. Developer hereby covenants and agrees that it shall comply with all applicable federal, state and local laws, ordinances and regulations.
- D. Governing Law and Venue; Recovery of Costs. This Agreement shall be governed by the laws of the State of Colorado. Venue for state court actions shall be in the 17<sup>th</sup> Judicial District in Adams County, Colorado, and venue for federal court actions shall be in the United States District Court for the District of Colorado. In the event legal action is brought to resolve any dispute among the parties related to this Agreement, then only the City, if a prevailing party in such action, shall be entitled to recover reasonable court costs and attorney fees from the Developer.
- E. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*
- F. No Waiver. The failure of the City to take timely action with respect to any breach of any term, covenant or condition hereof shall not be deemed to be a waiver of such performance by Developer, or a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.
- G. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Developer, and nothing contained in this Agreement shall give or allow any such claim to right of action by any other third person on such Agreement. It is the expressed intention of the City and the Developer that no person other than the City or Developer receiving services or benefits under this Agreement shall be deemed a beneficiary hereof.
- H. No Partnership or Agency – Independent Contractor Relationship. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the relationship between Developer and the City shall be as independent contractors, and neither the City nor Developer shall be deemed or constitute an employee, servant, agent, partner or joint venturer of the other.
- I. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties.
- J. Counterparts; Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and, taken together will constitute one and the same instrument. Signature pages may be executed via “wet” signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means.
- K. Severability. To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of this Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

- L. Acknowledgement of Open Records Act – Public Document. Developer hereby acknowledges that the City is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.* (the “Act”), and as such, this Agreement and any exhibits or attachments hereto, and any documents or reports produced pursuant to this Agreement, are be subject to public disclosure under the Act.
- M. Rules of Construction. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement will be construed or resolved in favor of or against the City or Developer on the basis of which party drafted the uncertain or ambiguous language. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.
- N. Consent to Electronic Signatures and Electronic Records. The Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this DEVELOPMENT AGREEMENT, the parties have executed this DEVELOPMENT AGREEMENT as of the date first written above.

**CITY OF COMMERCE CITY**

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Manager

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

Approved as to form:

\_\_\_\_\_  
\_\_\_\_\_, City Attorney

Recommended for approval:

\_\_\_\_\_  
\_\_\_\_\_, Director  
Department of Community Development

\_\_\_\_\_  
\_\_\_\_\_, Director  
Department of Public Works

\_\_\_\_\_  
\_\_\_\_\_, City Engineer  
Department of Public Works

**Clayton Properties Group, Inc.**

\_\_\_\_\_  
Signature [signature must be notarized]

\_\_\_\_\_  
Printed Name & Title

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was signed before me this \_\_\_\_ day of \_\_\_\_\_, 202\_, by  
\_\_\_\_\_  
(Name of Authorized Signer),  
(Title) of \_\_\_\_\_ (Developer).

WITNESS my hand and official seal.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## **EXHIBIT A**

### **Property Legal Description**

TRACTS A, B, C, J, K AND L, REUNION CENTER FILING NO. 1 RECORDED UNDER RECEPTION NO. 2020000123227 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, CONTAINING A CALCULATED AREA OF 1,548,862 SQUARE FEET OR 35.5570 ACRES.

## **EXHIBIT B**

### **Improvements and schedule of estimated costs for all public roadways, storm sewer systems, and sidewalks.**

Developer shall construct and install the following:

- Yampa Street, a local residential roadway, between E 105<sup>th</sup> Avenue and Homestead trail, and a local commercial roadway between E 104<sup>th</sup> Avenue and E 105<sup>th</sup> Avenue;
- E 105<sup>th</sup> Avenue, a minor collector from Tower Road to 325' west of Tower Road;
- E 105<sup>th</sup> Place, a local residential roadway, from Yampa Street to Alley C
- The western half of Tower Road, a principal arterial, including (see following page for a diagram of the Tower Road improvements):
  - A southbound taper from 440' north of E 105<sup>th</sup> Avenue to 250' north of E 105<sup>th</sup> Avenue (approximate)
  - A southbound right turn lane from 250' north of E 105<sup>th</sup> Avenue to E 105<sup>th</sup> Avenue (approximate)
  - A center median, approximately 5' wide by 130' long, for a three-quarter movement at E 105<sup>th</sup> Avenue (approximate)
  - A center median, approximately 5' wide, from E 105<sup>th</sup> Avenue to the existing median 275' north of E 104<sup>th</sup> Avenue (approximate)
  - Two southbound through lanes from station 7+00 to the existing pavement 275' north of E 104<sup>th</sup> Avenue (approximate)
  - A southbound left turn lane and a future southbound left turn lane starting 430' north of E 104<sup>th</sup> Avenue to the existing pavement 275' north of E 104<sup>th</sup> Avenue (approximate)
  - An acceleration and southbound right turn lane from E 105<sup>th</sup> Avenue to the existing pavement 275' north of E 104<sup>th</sup> Avenue (approximate)
  - A northbound left turn lane from E 105<sup>th</sup> Avenue to 220' to the south (approximate)

Developer shall construct and install all requisite pavement, curb, gutter, storm drainage, sidewalk, all related appurtenances, signage & striping, streetlights, traffic signals, a fire department approved turnaround and all other appurtenances necessary to be in full compliance with the CCRMC, LDC, and all applicable rules, regulations, and standards adopted by the City.

Insert schedule of costs in form approved by City

# EXHIBIT B

## TOWER ROAD IMPROVEMENTS

### REUNION CENTER - DUET TOWNHOMES AND COMMERCIAL SITE

### COMMERCE CITY, CO

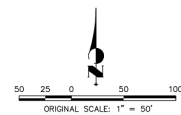
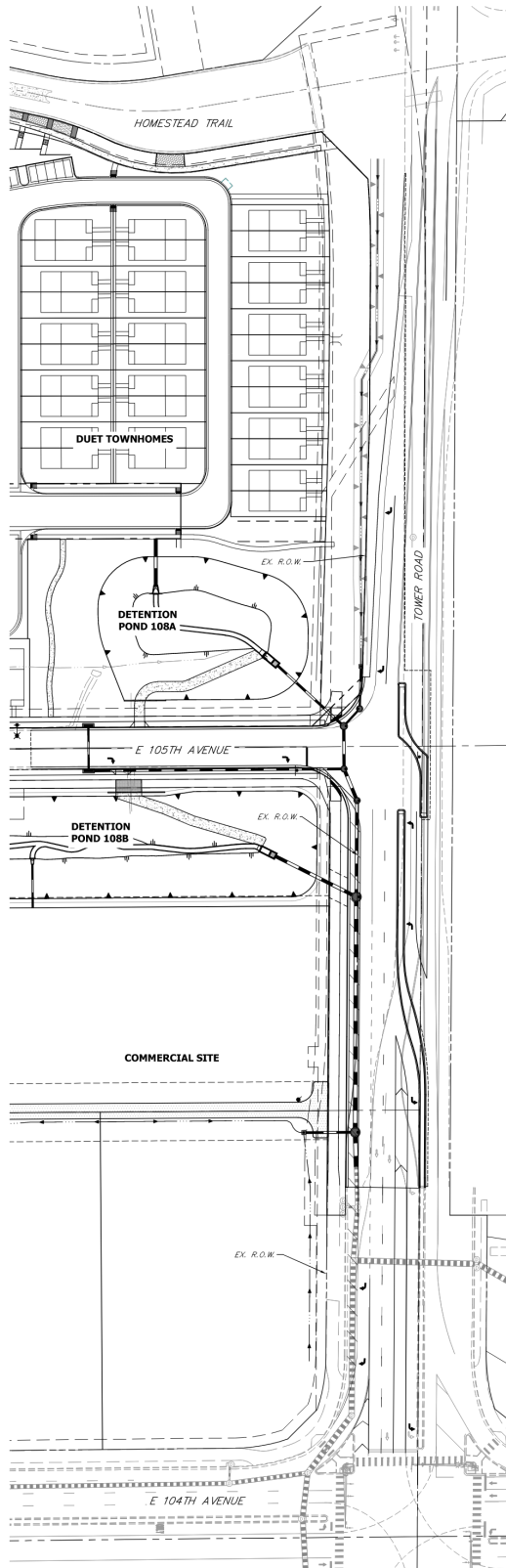


EXHIBIT B  
TOWER ROAD EXHIBIT  
REUNION CENTER - DUET  
& COMMERCIAL PHASE  
PROJ. NO. 14421.49  
3/14/2024  
SHEET 1 OF 1



Central 303-740-8330 • Colorado Springs 719-593-2588  
Fort Collins 970-491-9888 • [www.jrengineering.com](http://www.jrengineering.com)



# **Engineer's Estimate of Probable Costs** **Exhibit B.2 - Amendment 1 Phase 2**

Date:

5/1/2024

Project Name: Reunion Center - Duet & Commercial Phase  
 Project No. 14421.49

PUBLIC ESTIMATE						
ITEM NO.	CDOT ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
1	201-00000	Clearing and Grubbing	5.0	AC	\$ 9,000.00	\$ 45,000.00
2	202-00220	Removal of Asphalt Mat (Full Depth)	2,345	SY	\$ 16.50	\$ 38,692.50
3	202-00200	Removal of Concrete Sidewalk	36	SY	\$ 16.00	\$ 576.00
4	202	Removal of Concrete Trickle Channel	33	SY	\$ 20.00	\$ 660.00
5	202-00203	Removal of Curb and Gutter	404	LF	\$ 8.00	\$ 3,232.00
6	202-01000	Removal of Fence	757	LF	\$ 3.00	\$ 2,271.00
7	202-00037	Removal of FES	1	EA	\$ 400.00	\$ 400.00
8	202-00035	Removal of RCP Storm Pipe	169	LF	\$ 40.00	\$ 6,760.00
9	206-00065	Flowfill of RCP Storm Pipe	13	CY	\$ 260.00	\$ 3,380.00
10	202	Removal of Outlet Structure	1	EA	\$ 15,000.00	\$ 15,000.00
11	202-00027	Removal of Riprap (Haul to Stockpile)	5	SY	\$ 35.00	\$ 175.00
12	403-00721	Asphalt Patching (5.5 Inch Depth)	295	SY	\$ 200.00	\$ 59,000.00
13	210-04010	Adjust Manhole	1	EA	\$ 1,050.00	\$ 1,050.00
14	210-04050	Adjust Water Valve	4	EA	\$ 600.00	\$ 2,400.00
15	203-00000	Unclassified Excavation (Haul to Stockpile)	363	CY	\$ 10.00	\$ 3,630.00
16	203-00010	Unclassified Excavation (Complete in Place)	12,704	CY	\$ 12.00	\$ 152,448.00
17	203-00200	Borrow (Haul from Stockpile)	4,484	CY	\$ 10.00	\$ 44,840.00
18	203	Fine Grading	2,427	SY	\$ 1.25	\$ 3,033.75
19	208-00207	Erosion Control	6.0	AC	\$ 75,000.00	\$ 450,000.00
20	630-00016	Traffic Control	1	LS	\$ 50,000.00	\$ 50,000.00
21	306-01000	Reconditioning (12 Inch Depth)	7,191	SY	\$ 5.50	\$ 39,550.50
22	403-33721	HMA (Grading S) (75) (PG 58-28)	887	TON	\$ 160.00	\$ 141,920.00
23	403-32721	HMA (Grading SG) (75) (PG 58-28)	3,495	TON	\$ 150.00	\$ 524,250.00
24	950-00302	Aggregate Base Course (Class 6)	316	TON	\$ 45.00	\$ 14,220.00
25	608-00000	Concrete Sidewalk (4 Inch Depth)	3,140	SY	\$ 60.00	\$ 188,400.00
26	609-21020	Curb and Gutter Type 2-#B	986	LF	\$ 45.00	\$ 44,370.00
27	609-21010	Curb and Gutter Type 2-#B	1,076	LF	\$ 20.00	\$ 21,520.00
28	412-00800	Concrete Pavement (8 Inch Depth)	232	SY	\$ 120.00	\$ 27,840.00
29	610-00024	Median Cover Material	3,042	SF	\$ 40.00	\$ 121,680.00
30	608-00010	Pedestrian Curb Ramps	180	SY	\$ 300.00	\$ 54,000.00
31	213	Landscaping	11,196	SF	\$ 5.00	\$ 55,977.70
32	627-00005	Epoxy Pavement Marking	15	GAL	\$ 500.00	\$ 7,500.00
33	627-01010	Preformed Plastic Pavement Marking (Inlaid)	200	SF	\$ 22.00	\$ 4,400.00
34	614-00011	Sign Panel (Class I)	135	SF	\$ 25.00	\$ 3,375.00
35	614-00214	Steel Sign Post (1.75x1.75 Inch Tubing)	224	LF	\$ 25.00	\$ 5,600.00
36	603-01180	18-inch RCP	234	LF	\$ 120.00	\$ 28,080.00
37	603-01240	24-inch RCP	591	LF	\$ 150.00	\$ 88,650.00
38	603-01300	30-inch RCP	42	LF	\$ 200.00	\$ 8,400.00
39	603-01360	36-inch RCP	265	LF	\$ 230.00	\$ 60,950.00
40	603-01420	42-inch RCP	155	LF	\$ 310.00	\$ 48,050.00
41	603-01480	48-inch RCP	731	LF	\$ 315.00	\$ 230,416.20
42	603-01540	54-inch RCP	157	LF	\$ 400.00	\$ 62,752.00
43	603-01540	60-inch RCP	1	LF	\$ 475.00	\$ 475.00
43	603-05018	18-inch FES w/ Toewall	2	EA	\$ 4,000.00	\$ 8,000.00
44	603-05036	36-inch FES w/ Toewall	1	EA	\$ 6,000.00	\$ 6,000.00
45	603-05060	60-inch FES w/ Toewall	1	EA	\$ 7,500.00	\$ 7,500.00
46	604-30010	Manhole Slab Base (10 Foot) (4' Dia)	2	EA	\$ 5,000.00	\$ 10,000.00
47	604-30010	Manhole Slab Base (10 Foot) (5' Dia)	1	EA	\$ 6,500.00	\$ 6,500.00
48	604-30010	Manhole Slab Base (10 Foot) (6' Dia)	3	EA	\$ 10,000.00	\$ 30,000.00

## Engineer's Estimate of Probable Costs

Date:

5/1/2024

49	604-30010	Manhole Slab Base (10 Foot) (7' Dia)	2	EA	\$	13,000.00	\$	26,000.00
50	604-30010	Manhole Slab Base (10 Foot) (8' Dia)	4	EA	\$	16,000.00	\$	64,000.00
51	604-30015	Manhole Slab Base (15 Foot) (5' Dia)	2	EA	\$	20,000.00	\$	40,000.00
52	604-30015	Manhole Slab Base (15 Foot) (6' Dia)	1	EA	\$	22,500.00	\$	22,500.00
53	604-30015	Manhole Slab Base (15 Foot) (8' Dia)	2	EA	\$	25,000.00	\$	50,000.00
54	604-19210	Inlet, Type R (10') [5'-10']	2	EA	\$	11,000.00	\$	22,000.00
55	604-00305	Inlet, Type C (0'-5')	1	EA	\$	8,000.00	\$	8,000.00
56	604-00305	Inlet, Type C (5'-10')	1	EA	\$	10,000.00	\$	10,000.00
57	202-04001	18" RCP Plug (Storm)	4	EA	\$	750.00	\$	3,000.00
58	202-04001	24" RCP Plug (Storm)	1	EA	\$	900.00	\$	900.00
59	202-04001	36" RCP Plug (Storm)	1	EA	\$	1,000.00	\$	1,000.00
60	202-04001	48" RCP Plug (Storm)	1	EA	\$	1,200.00	\$	1,200.00
61	412-00600	Concrete Pavement (6 Inch Depth) [Maintenance Trail]	331	SY	\$	90.00	\$	29,790.00
62	506-00412	Soil Riprap (12 Inch)	91	CY	\$	180.00	\$	16,380.00
63	506	4' Concrete Trickle Channel	727	LF	\$	75.00	\$	54,525.00
64	506	Spillway (Includes Type M Riprap, Gravel and Toe Wall)	1	LS	\$	25,000.00	\$	25,000.00
65	604	Connect to Existing (Storm)	3	EA	\$	1,300.00	\$	3,900.00
66	604-20000	Outlet Structure	2	EA	\$	75,000.00	\$	150,000.00
<b>HARD COSTS SUBTOTAL:</b>								<b>\$ 3,261,119.65</b>
MOBILIZATION								1.00% \$ 32,611.20
PAYMENT, PERFORMANCE & MATERIAL BONDS								1.00% \$ 32,611.20
MATERIAL TESTING								1.25% \$ 40,764.00
CONSTRUCTION SURVEYING								2.00% \$ 65,222.39
CONSTRUCTION MANAGEMENT								4.00% \$ 130,444.79
PERMITTING								2.00% \$ 65,222.39
SALE & USE TAX								4.5% OF 60% \$ 88,050.23
<b>SUBTOTAL</b>								<b>\$ 3,716,045.84</b>
CONTINGENCY								15.00% \$ 557,406.88
<b>Reunion Center - Duet &amp; Commercial PUBLIC COSTS - TOTAL (EXHIBIT B.2)</b>								<b>\$ 4,273,452.72</b>

# **Engineer's Estimate of Probable Costs** **Exhibit B.3 - Amendment 1 Phase 3**

Date: 5/1/2024

Project Name: Reunion Center - Duet & Commercial Phase  
 Project No. 14421.49

PUBLIC ESTIMATE						
ITEM NO.	CDOT ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
1	626-00000	Mobilization & General Conditions	1	LS	\$ 50,000.00	\$ 50,000.00
2	208-00045	Concrete Washout Area	1	EA	\$ 1,600.00	\$ 1,600.00
3	607-11580	Construction Fence	2,770	LF	\$ 2.20	\$ 6,094.00
4	208	Diversion Ditch	429	LF	\$ 31.00	\$ 13,309.23
5	208-00055	Inlet Protection	10	EA	\$ 450.00	\$ 4,500.00
6	208-00030	Sediment Basin	1	EA	\$ 3,900.00	\$ 3,900.00
7	208-00035	Sediment Control Log	2,895	LF	\$ 4.50	\$ 13,027.50
8	213-00000	Seeding & Mulching	2	AC	\$ 5,000.00	\$ 8,097.89
9	208-00020	Silt Fence	2,930	LF	\$ 3.00	\$ 8,790.00
10	208	Stabilized Staging Area	53	SY	\$ 11.00	\$ 586.67
11	208	Surface Roughening	2	AC	\$ 250.00	\$ 404.89
12	208-00070	Vehicle Tracking Control	2	EA	\$ 3,000.00	\$ 6,000.00
13	403	Full Depth Pavement, Base, & Subgrade Prep (Local)	5,033	SY	\$ 38.00	\$ 191,254.00
14	608-00000	Concrete Sidewalk (5 ft)	3,292	LF	\$ 44.00	\$ 144,848.00
15	412-00800	Crossspan	4	EA	\$ 6,500.00	\$ 26,000.00
16	609-21020	Curb & Gutter (Vertical)	2,059	LF	\$ 30.00	\$ 61,770.00
17	608-00010	Curb Ramp	30	EA	\$ 1,690.00	\$ 50,700.00
18	201-00000	Clearing and Grubbing	7.65	AC	\$ 9,000.00	\$ 68,850.00
19	604	Connect to Existing Storm Infrastructure	2	EA	\$ 5,000.00	\$ 10,000.00
20	604-19105	Inlet Type R 5'	4	EA	\$ 5,000.00	\$ 20,000.00
21	604-19210	Inlet Type R 10'	3	EA	\$ 6,500.00	\$ 19,500.00
22	604-19305	Inlet Type R 15'	2	EA	\$ 7,500.00	\$ 15,000.00
23	604-13005	Inlet Type 13	1	EA	\$ 3,500.00	\$ 3,500.00
24	604-30005	Manhole 5' DIA	6	EA	\$ 5,000.00	\$ 30,000.00
25	604-30010	Manhole 6' DIA	1	EA	\$ 9,000.00	\$ 9,000.00
26	603-01180	RCP 18"	255	LF	\$ 81.00	\$ 20,655.00
27	603-01300	RCP 30"	43	LF	\$ 150.00	\$ 6,402.00
28	603-01240	RCP 24"	560	LF	\$ 140.00	\$ 78,400.00
29	202-04001	RCP 36"	491	LF	\$ 170.00	\$ 83,490.40
		<b>Subtotal of Public Improvements</b>				<b>\$ 955,679.58</b>

		Subtotal of Public Improvements		<b>\$ 955,679.58</b>
		Engineering (5% of Subtotal)	<b>5%</b>	\$ 47,783.98
		Construction Management (5% of Subtotal)	<b>5%</b>	\$ 47,783.98
		Contingency	<b>15%</b>	\$ 143,351.94
		<b>Total</b>		<b>\$ 1,194,599.47</b>

# **Engineer's Estimate of Probable Costs** **Exhibit B.4 - Amendment 1 Phase 4**

Date:

5/1/2024

Project Name: Reunion Center - Duet & Commercial Phase  
 Project No. 14421.49

PUBLIC ESTIMATE						
ITEM NO.	CDOT ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
1	201-00000	Clearing and Grubbing	2.0	AC	\$ 9,000.00	\$ 18,090.00
2	202-00220	Removal of Asphalt Mat (Full Depth)	116	SY	\$ 16.50	\$ 1,914.00
3	202-00210	Removal of Concrete Pavement	167	SY	\$ 36.00	\$ 6,012.00
4	202-00203	Removal of Curb and Gutter	116	LF	\$ 8.00	\$ 928.00
5	203	Fine Grading	2,823	SY	\$ 1.25	\$ 3,528.75
6	630-00016	Traffic Control	1	LS	\$ 50,000.00	\$ 50,000.00
7	203-00010	Unclassified Excavation (Complete in Place)	100	CY	\$ 12.00	\$ 1,200.00
8	203	Unclassified Excavation (Haul to Stockpile)	4,870	CY	\$ 10.00	\$ 48,700.00
9	208-00207	Erosion Control	4.0	AC	\$ 75,000.00	\$ 300,000.00
10	306-01000	Reconditioning (12 Inch Depth)	5,959	SY	\$ 5.50	\$ 32,774.50
11	403-33721	HMA (Grading S) (75) (PG 58-28)	491	TON	\$ 160.00	\$ 78,560.00
12	403-32721	HMA (Grading SG) (75) (PG 58-28)	810	TON	\$ 150.00	\$ 121,500.00
13	950-00302	Aggregate Base Course (Class 6)	1,789	TON	\$ 45.00	\$ 80,505.00
14	608-00000	Concrete Sidewalk (4 Inch Depth)	706	SY	\$ 60.00	\$ 42,360.00
15	609-21020	Curb and Gutter Type 2-IIB	1,669	LF	\$ 45.00	\$ 75,105.00
16	412-00800	Concrete Pavement (8 Inch Depth)	275	SY	\$ 120.00	\$ 33,000.00
17	610-00020	Median Cover Material	87	SF	\$ 40.00	\$ 3,480.00
18	608-00010	Pedestrian Curb Ramps	155	SY	\$ 300.00	\$ 46,500.00
19	213	Landscaping	12,269	SF	\$ 5.00	\$ 61,345.00
20	627-00005	Epoxy Pavement Marking	10	GAL	\$ 500.00	\$ 5,000.00
21	627-01010	Preformed Plastic Pavement Marking (Inlaid)	318	SF	\$ 22.00	\$ 6,996.00
22	614-00011	Sign Panel (Class I)	104	SF	\$ 25.00	\$ 2,600.00
23	614-00214	Steel Sign Post (1.75x1.75 Inch Tubing)	203	LF	\$ 25.00	\$ 5,075.00
24	603-01180	18-Inch RCP	188	LF	\$ 120.00	\$ 22,560.00
25	603-01240	24-Inch RCP	9	LF	\$ 150.00	\$ 1,350.00
26	603-01300	30-Inch RCP	142	LF	\$ 200.00	\$ 28,400.00
27	603-01420	42-Inch RCP	308	LF	\$ 310.00	\$ 95,480.00
28	604-30005	Manhole Slab Base (5 Foot) (5' Dia)	1	EA	\$ 4,000.00	\$ 4,000.00
29	604-30010	Manhole Slab Base (10 Foot) (6' Dia)	2	EA	\$ 10,000.00	\$ 20,000.00
30	604-19105	Inlet, Type R (5') [0'-5']	2	EA	\$ 6,500.00	\$ 13,000.00
31	604-19205	Inlet, Type R (10') [0'-5']	1	EA	\$ 9,500.00	\$ 9,500.00
32	604-19210	Inlet, Type R (10') [5'-10']	2	EA	\$ 11,000.00	\$ 22,000.00
33	604-00305	Inlet, Type C [5'-10']	2	EA	\$ 10,000.00	\$ 20,000.00
34	202-04001	18" RCP Plug (Storm)	1	EA	\$ 750.00	\$ 750.00
HARD COSTS SUBTOTAL:						\$ 1,262,213.25
MOBILIZATION					1.00%	\$ 12,622.13
PAYMENT, PERFORMANCE & MATERIAL BONDS					1.00%	\$ 12,622.13
MATERIAL TESTING					1.25%	\$ 15,777.67
CONSTRUCTION SURVEYING					2.00%	\$ 25,244.27
CONSTRUCTION MANAGEMENT					4.00%	\$ 50,488.53
PERMITTING					2.00%	\$ 25,244.27
SALE & USE TAX					4.5% OF 60%	\$ 34,079.76
SUBTOTAL						\$ 1,438,292.00
CONTINGENCY						15.00% \$ 215,743.80
Reunion Center - Duet & Commercial PUBLIC COSTS - TOTAL (EXHIBIT B.4)						\$ 1,654,035.80

## **EXHIBIT C**

### **Landscape Improvements and schedule of estimated costs along all roadways, trails, opens spaces, and in all private parks, and inclusive of sidewalks and trails not in the right of way.**

The improvements identified herein are associated with land use application number(s): S-762-20-21-24, D-529-24

The following landscape improvements shall be installed in full compliance with the CCRMC, LDC, and all applicable rules, regulations, and standards adopted by the City. The required Landscape Improvements are set forth and depicted in the Reunion Center Filing 1 Amendment 1 Development Permit (Land Use Application number D-529-24 – Landscape Plan (Sheets 17-27) Revision Date (April 29,2024). As set forth therein, the Landscape Improvements shall include, but not be limited to, trees and tree lawns, shrubs, turf grasses, seed, mulches, ornamental grasses, plantings, ground cover, edging material and irrigation. Per the Landscaping Plans, landscaping improvements shall be installed at the following locations:

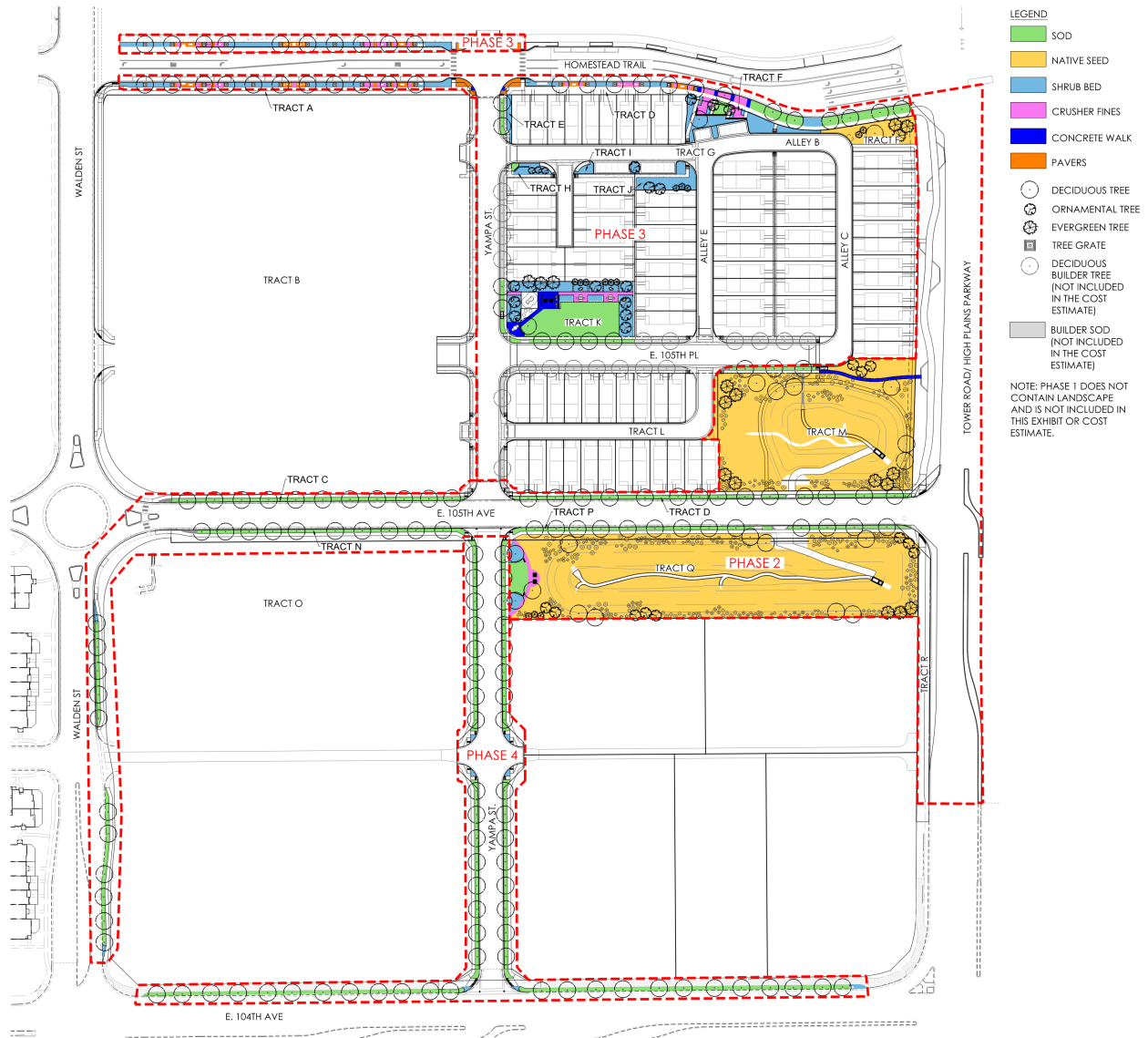
- Landscaping within Tract A
- Landscaping within Tract C
- Landscaping within Tract D
- Landscaping within Tract E
- Landscaping within Tract F
- Landscaping within Tract H
- Landscaping within Tract I
- Landscaping within Tract J
- Landscaping within Tract K
- Landscaping within Tract M
- Landscaping within Tract N
- Landscaping within Tract P
- Landscaping within Tract Q
- Right of Way landscaping along the south side of Homestead Trail from Walden Street to Tower Road
- Right of Way landscaping along the north side of Homestead Trail from Walden Street to Yampa Street
- Right of Way landscaping along E 105<sup>th</sup> Place
- Right of Way landscaping along East 105<sup>th</sup> Avenue from Walden Street to Tower Road
- Right of Way landscaping along the east side of Yampa Street from Homestead Trail to East 105<sup>th</sup> Avenue
- Right of Way landscaping along Yampa Street from East 105<sup>th</sup> Avenue to East 104<sup>th</sup> Avenue
- Right of Way landscaping along the north side of East 104<sup>th</sup> Avenue from Walden Street to Tower Road
- Right of Way landscaping along the east side of Walden Street from East 105<sup>th</sup> Avenue to East 104<sup>th</sup> Avenue

Developer shall install and maintain in perpetuity the required Landscape Improvements along all principal and minor arterials and major and minor collector roadways.

The itemization and depictions contained herein shall not be construed to alter the scope or content of the required landscape improvements. Itemizations herein are for surety purposes only and shall not substitute

or replace the requirements set forth in the CCRMC, LDC, or any applicable rules, regulations, or standards adopted by the City.

(Sample itemization and tract map attached)



DA COST ESTIMATE EXHIBIT

## REUNION CENTER DUETS - AMENDMENT 1

COMMERCE CITY, CO

January 31, 2024



Exhibit C - Reunion Center Filing No.1, Amendment 1 Case Number:  
Development Agreement (DA) - Landscape Improvement Cost Estimate

Date: January 31, 2024

Prepared by: Oakwood Homes, LLC

SUMMARY		
Phase 2		\$ 357,241.94
Phase 3		\$ 261,446.10
Phase 4		\$ 44,155.50
Tract A - Future Development		\$ -
Tract B - Future Development		\$ -
Tract O - Future Development		\$ -
	Subtotal:	\$ 662,843.54
	15% Contingency	\$ 99,426.53
Reunion Center Filing No.1, Amendment 1 PIA LANDSCAPE TOTAL		\$ 762,270.07

Phase 2			
Tract C		Subtotal	\$ 15,566.00
Tract D		Subtotal	\$ 19,790.00
Tract M		Subtotal	\$ 136,163.90
Tract N		Subtotal	\$ 13,459.90
Tract P		Subtotal	\$ 19,048.90
Tract Q		Subtotal	\$ 103,590.00
Walden Street		Subtotal	\$ 14,801.18
E 104th Avenue		Subtotal	\$ 34,822.06
		Total	\$ 357,241.94

Tract C				
Soil Prep & Fine Grading	2,440	SF	\$ 0.40	\$ 976.00
Sod	2,440	SF	\$ 2.00	\$ 4,880.00
Deciduous Trees (2" Cal.)	11	EA	\$ 550.00	\$ 6,050.00
Irrigation	2,440	SF	\$ 1.50	\$ 3,660.00
Tract C / Metro District				\$ 15,566.00

Tract D				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading	3,100	SF	\$ 0.40	\$ 1,240.00
Sod	3,100	SF	\$ 2.00	\$ 6,200.00
Deciduous Trees (2" Cal.)	14	EA	\$ 550.00	\$ 7,700.00
Irrigation	3,100	SF	\$ 1.50	\$ 4,650.00
Tract D / Metro District				\$ 19,790.00

Tract M				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading	50,121	SF	\$ 0.40	\$ 20,048.40
Right of Way Sod	701	SF	\$ 2.00	\$ 1,402.00
Righth of Way Deciduous Trees (2" Cal.)	17	EA	\$ 550.00	\$ 9,350.00
Native Seed Mixture	49,420	SF	\$ 0.15	\$ 7,413.00
Deciduous Trees (2" Cal.)	9	EA	\$ 550.00	\$ 4,950.00
Ornamental Trees (1.5" Cal.)	3	EA	\$ 400.00	\$ 1,200.00
Evergreen Trees (6'-8' Ht.)	8	EA	\$ 550.00	\$ 4,400.00
Shrubs (5 gal)	141	EA	\$ 43.00	\$ 6,063.00
Concrete Walks	684	SF	\$ 9.00	\$ 6,156.00
Irrigation	50,121	SF	\$ 1.50	\$ 75,181.50
Tract M / Metro District				\$ 136,163.90

Tract N				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading	2,041	SF	\$ 0.40	\$ 816.40
Sod	2,041	SF	\$ 2.00	\$ 4,082.00
Deciduous Trees (2" Cal.)	10	EA	\$ 550.00	\$ 5,500.00
Irrigation	2,041	SF	\$ 1.50	\$ 3,061.50
Tract N / Metro District				\$ 13,459.90

Tract P				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading	3,051	SF	\$ 0.40	\$ 1,220.40
Sod	3,051	SF	\$ 2.00	\$ 6,102.00
Deciduous Trees (2" Cal.)	13	EA	\$ 550.00	\$ 7,150.00
Irrigation	3,051	SF	\$ 1.50	\$ 4,576.50
Tract P / Metro District				\$ 19,048.90

Tract Q				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading	69,060	SF	\$ 0.40	\$ 27,624.00
Benches	2	EA	\$ 2,000.00	\$ 4,000.00
Picnic Tables	2	EA	\$ 2,700.00	\$ 5,400.00
Crusher Fines	837	SF	\$ 3.50	\$ 2,929.50
Rock Mulch	900	SF	\$ 3.00	\$ 2,700.00
Native Seed Mixture	66,835	SF	\$ 0.15	\$ 10,025.25
Sod	1,325	SF	\$ 2.00	\$ 2,650.00
Deciduous Trees (2" Cal.)	11	EA	\$ 550.00	\$ 6,050.00
Ornamental Trees (1.5" Cal.)	8	EA	\$ 400.00	\$ 3,200.00
Evergreen Trees (6'-8' Ht.)	6	EA	\$ 550.00	\$ 3,300.00
Shrubs (5 gal)	260	EA	\$ 43.00	\$ 11,180.00
Ornamental Grasses / Perennials (1 gal)	76	EA	\$ 15.00	\$ 1,140.00
Irrigation	69,060	SF	\$ 1.50	\$ 103,590.00
Tract Q / Metro District				\$ 183,788.75

Walden Street Streetscape Landscaping				
Soil Prep & Fine Grading	2,242	SF	\$ 0.40	\$ 896.98
Sod	2,086	SF	\$ 2.00	\$ 4,171.31
Rock Mulch	157	SF	\$ 3.00	\$ 470.40
Steel Edger	14	LF	\$ 6.00	\$ 84.00
Deciduous Trees (2" Cal.)	11	EA	\$ 550.00	\$ 6,050.00
Irrigation	2,086	SF	\$ 1.50	\$ 3,128.49
Tract C / Metro District				\$ 14,801.18

E 104th Avenue Streetscape Landscaping				
Soil Prep & Fine Grading	5,542	SF	\$ 0.40	\$ 2,216.75
Sod	5,355	SF	\$ 2.00	\$ 10,710.74
Rock Mulch	187	SF	\$ 3.00	\$ 559.52
Steel Edger	17	LF	\$ 6.00	\$ 102.00
Deciduous Trees (2" Cal.)	24	EA	\$ 550.00	\$ 13,200.00
Irrigation	5,355	SF	\$ 1.50	\$ 8,033.05
Tract C / Metro District				\$ 34,822.06

Tract L				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Roadway				
Tract L / NA				\$ -



Phase 3				
Tract E			Subtotal	\$ 5,185.80
Tract F			Subtotal	\$ 36,501.70
Tract G			Subtotal	\$ -
Tract H			Subtotal	\$ 8,594.10
Tract I			Subtotal	\$ 2,394.90
Tract J			Subtotal	\$ 15,488.10
Tract K			Subtotal	\$ 193,281.50
			<b>Total</b>	<b>\$ 261,446.10</b>

Tract E				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading	722	SF	\$ 0.40	\$ 288.80
Right of Way Sod	307	SF	\$ 2.00	\$ 614.00
Rock Mulch	415	SF	\$ 3.00	\$ 1,245.00
Right of Way Deciduous Trees (2" Cal.)	2	EA	\$ 550.00	\$ 1,100.00
Shrubs (5 gal)	15	EA	\$ 43.00	\$ 645.00
Ornamental Grasses / Perennials (1 gal)	14	EA	\$ 15.00	\$ 210.00
Irrigation	722	SF	\$ 1.50	\$ 1,083.00
			<b>Tract E / Metro District</b>	<b>\$ 5,185.80</b>

Tract F				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading	7,260	SF	\$ 0.40	\$ 2,904.00
Sod	385	SF	\$ 2.00	\$ 770.00
Native Seed Mixture	3,768	SF	\$ 0.15	\$ 565.20
Steel Edger	67	LF	\$ 6.00	\$ 402.00
Rock Mulch	3,107	SF	\$ 3.00	\$ 9,321.00
Crusher Fines	611	SF	\$ 3.50	\$ 2,138.50
Deciduous Trees (2" Cal.)	2	EA	\$ 550.00	\$ 1,100.00
Ornamental Trees (1.5" Cal.)	3	EA	\$ 400.00	\$ 1,200.00
Evergreen Trees (6'-8' Ht.)	5	EA	\$ 550.00	\$ 2,750.00
Shrubs (5 gal)	42	EA	\$ 43.00	\$ 1,806.00
Ornamental Grasses / Perennials (1 gal)	177	EA	\$ 15.00	\$ 2,655.00
Irrigation	7,260	SF	\$ 1.50	\$ 10,890.00
			<b>Tract F / Metro District</b>	<b>\$ 36,501.70</b>

Tract G				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Roadway				
			<b>Tract G / NA</b>	<b>\$ -</b>

Tract H				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading	769	SF	\$ 0.40	\$ 307.60
Sod	88	SF	\$ 2.00	\$ 176.00
Steel Edger	17	LF	\$ 6.00	\$ 102.00
Rock Mulch	681	SF	\$ 3.00	\$ 2,043.00
Ornamental Trees (1.5" Cal.)	3	EA	\$ 400.00	\$ 1,200.00
Shrubs (5 gal)	9	EA	\$ 43.00	\$ 387.00
Ornamental Grasses / Perennials (1 gal)	15	EA	\$ 15.00	\$ 225.00
Walls	100	FF	\$ 30.00	\$ 3,000.00
Irrigation	769	SF	\$ 1.50	\$ 1,153.50
			<b>Tract H / Metro District</b>	<b>\$ 8,594.10</b>

Tract I				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading	281	SF	\$ 0.40	\$ 112.40
Rock Mulch	281	SF	\$ 3.00	\$ 843.00
Ornamental Trees (1.5" Cal.)	1	EA	\$ 400.00	\$ 400.00
Shrubs (5 gal)	6	EA	\$ 43.00	\$ 258.00
Ornamental Grasses / Perennials (1 gal)	24	EA	\$ 15.00	\$ 360.00
Irrigation	281	SF	\$ 1.50	\$ 421.50
Tract I / Metro District				\$ 2,394.90

Tract J				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading	2,209	SF	\$ 0.40	\$ 883.60
Rock Mulch	2,209	SF	\$ 3.00	\$ 6,627.00
Ornamental Trees (1.5" Cal.)	3	EA	\$ 400.00	\$ 1,200.00
Evergreen Trees (6'-8' Ht.)	3	EA	\$ 550.00	\$ 1,650.00
Shrubs (5 gal)	23	EA	\$ 43.00	\$ 989.00
Ornamental Grasses / Perennials (1 gal)	55	EA	\$ 15.00	\$ 825.00
Irrigation	2,209	SF	\$ 1.50	\$ 3,313.50
Tract J / Metro District				\$ 15,488.10

Tract K				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Pet Waste Station	2	EA	\$ 225.00	\$ 450.00
Picnic Tables	2	EA	\$ 2,700.00	\$ 5,400.00
BBQ Grill	2	EA	\$ 625.00	\$ 1,250.00
Shade Structure	1	EA	\$ 40,000.00	\$ 40,000.00
Play Structure	1	EA	\$ 30,000.00	\$ 30,000.00
Benches	3	EA	\$ 2,000.00	\$ 6,000.00
Lounge	2	EA	\$ 4,500.00	\$ 9,000.00
Trash Receptacles	2	EA	\$ 1,200.00	\$ 2,400.00
Bike Rack	1	EA	\$ 375.00	\$ 375.00
Concrete Walks	1,339	SF	\$ 9.00	\$ 12,051.00
Crusher Fines	1,076	SF	\$ 3.50	\$ 3,766.00
Soil Prep & Fine Grading	12,725	SF	\$ 0.40	\$ 5,090.00
Sod	6,293	SF	\$ 2.00	\$ 12,586.00
Right of Way Sod	1,304	SF	\$ 2.00	\$ 2,608.00
Right of Way Deciduous Trees (2" Cal.)	6	EA	\$ 550.00	\$ 3,300.00
Steel Edger	541	LF	\$ 6.00	\$ 3,246.00
Rock Mulch	5,128	SF	\$ 3.00	\$ 15,384.00
Deciduous Trees (2" Cal.)	1	EA	\$ 550.00	\$ 550.00
Ornamental Trees (1.5" Cal.)	8	EA	\$ 400.00	\$ 3,200.00
Evergreen Trees (6'-8' Ht.)	9	EA	\$ 550.00	\$ 4,950.00
Shrubs (5 gal)	96	EA	\$ 43.00	\$ 4,128.00
Ornamental Grasses / Perennials (1 gal)	316	EA	\$ 15.00	\$ 4,740.00
Irrigation	12,725	SF	\$ 1.50	\$ 19,087.50
Walls	124	FF	\$ 30.00	\$ 3,720.00
Tract K / Metro District				\$ 193,281.50

Phase 4				
Yampa Street			Subtotal	\$ 44,155.50
			Total	\$ 44,155.50

Yampa Street				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading	6,757	SF	\$ 0.40	\$ 2,702.90
Sod	6,555	SF	\$ 2.00	\$ 13,109.96
Rock Mulch	202	SF	\$ 3.00	\$ 606.78
Deciduous Trees (2" Cal.)	32	EA	\$ 550.00	\$ 17,600.00
Irrigation	6,757	SF	\$ 1.50	\$ 10,135.86
Yampa Street / Metro District				\$ 44,155.50

## **EXHIBIT D**

Phasing (omit Exhibit D if no Phasing will occur)

Phase 1:

- Homestead Trail from Walden Street to the future High Plains Parkway (excluding sidewalks)

Phase 2:

- Widening of west side of Tower Road from Homestead Trail to approximately 260' north of E 104<sup>th</sup> Avenue
- 105<sup>th</sup> Avenue extension to Tower Road
- Intersection improvements at the intersection of Yampa Street and E 105<sup>th</sup> Avenue

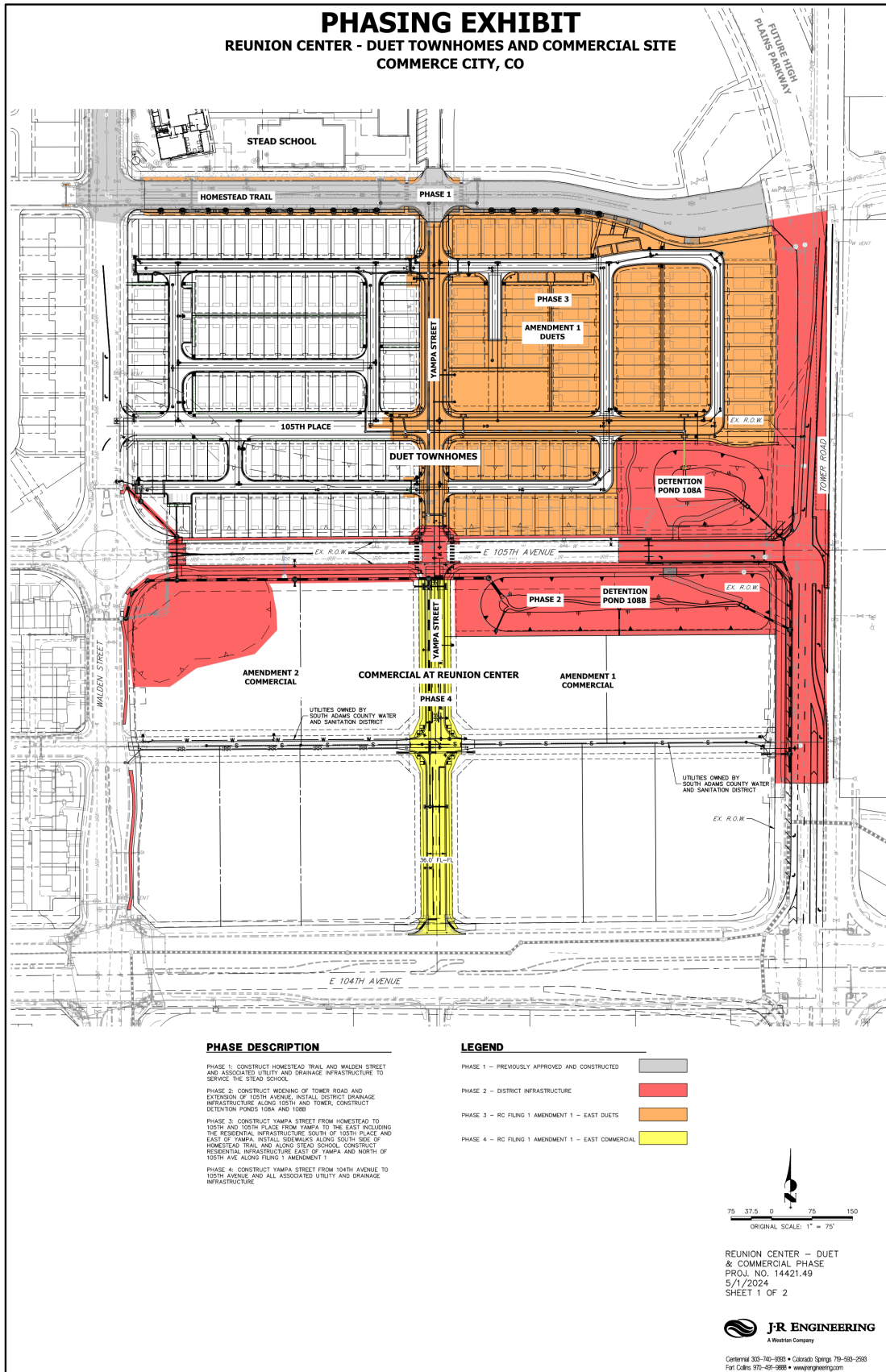
\*Please note the private ponds highlighted in this phase are shown for construction phasing purposes and are not included in the public infrastructure for this project.

Phase 3:

- Yampa Street from Homestead Trail to 105<sup>th</sup> Place
- 105<sup>th</sup> Place from Yampa Street to Alley C
- Sidewalks along south side of Homestead Trail between Walden Street and the future High Plains Parkway

Phase 4:

- Yampa Street from 104<sup>th</sup> Avenue to E 105<sup>th</sup> Avenue



## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) by and between the CITY OF COMMERCE CITY (“City”), a Colorado home rule municipality whose address is 7887 East 60th Avenue, Commerce City, Colorado, and CLAYTON PROPERTIES GROUP, INC. (“Developer” or “Owner”), a Tennessee Corporation whose principal business address is 5000 Clayton Road, Maryville TN 37804.

**WHEREAS**, Developer owns certain real property within the City generally located at a part of Section 9, Township 2 South, Range 66 West, of the 6<sup>th</sup> P.M., City of Commerce City, County of Adams, State of Colorado, and more specifically described in **Exhibit A**, also known as Reunion Center Filing No. 1, Amendment No. 2 (“Property”);

**WHEREAS**, Developer intends to subdivide and/or develop the Property, the effect of which will directly impact and generate the need for on-site and off-site improvements;

**WHEREAS**, the City has enacted a Land Development Code (the “LDC”) that, as a result of the subdivision and/or development, requires certain public improvements to be installed and/or constructed on or adjacent to the Property; and

**WHEREAS**, Developer acknowledges that the improvements required herein are reasonably attributable to the special impacts that will be generated by the proposed uses of the Property and that the terms and conditions set forth in this Agreement are reasonable, necessary and appropriate.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

### **I. IMPROVEMENTS REQUIRED**

- A. Developer shall provide the improvements or other performance requirements as set forth in **Exhibits B and C** (collectively, the “Improvements”) as follows:
1. **Exhibit B**, attached hereto and incorporated herein by this reference, identifies all required infrastructure improvements related to public roadways, right of ways, storm sewer systems, and sidewalks (including multiuse paths) (the “Infrastructure Improvements”). Required Infrastructure Improvements shall be detailed in construction plans to be approved by the City.
  2. **Exhibit C**, attached hereto and incorporated herein by this reference, identifies all required improvements relating to or concerning landscaping for and along all roadways (including but not limited to principal and minor arterial roadways, major and minor collector roadways) and trails, in all private parks, and in open space areas and inclusive of sidewalks and trails outside the right of way, and all associated appurtenances (the “Landscape Improvements”). Required Landscape Improvements shall be detailed in landscape plans to be approved by the City.
  3. Exhibits B and C include a description of Improvements and schedules, in a form acceptable to the City, of the estimated costs of Improvements to be accepted by the City. If construction of Infrastructure Improvements and/or installation of Landscape Improvements have not begun within one (1) year of the Effective Date, Developer shall submit to the City not later than ninety (90) days prior to commencement of construction or installation, as applicable, revised Exhibits B and/or C, as appropriate, providing then-current schedules of estimated costs for the

applicable Improvements and compliant with all then-current laws, codes, rules, regulations, standards and specifications of the City.

4. Costs provided in Exhibits B and C are provided for surety estimates only and shall not be used to establish or alter construction standards or specifications. The omission of any particular improvement from city approved construction plans or development permits shall neither modify nor alter the obligation to provide the Improvements. Nothing in this Agreement shall be interpreted to alter or amend the City's Construction Standards and Specifications.
- B. Developer shall, at its sole expense, design, construct and install the Improvements for initial acceptance as provided in Section IV herein ("Initial Acceptance") and shall repair the Improvements as necessary until final acceptance by the City as provided in Section V herein ("Final Acceptance").
- C. Construction and landscape plans must be approved by the City prior to commencement of construction of Infrastructure Improvements or installation of Landscape Improvements.
- D. If the City or a third party designs and constructs any Improvements, the City or third party shall control the timing, scope, manner of design and construction and Developer shall grant the City or third party any easements, access, and right-of-way at no cost to the City necessary to construct such Improvements. In such a case, within the later of ninety (90) days of a written demand for payment or at the time of future development, Developer shall reimburse the City or third party for the actual costs of the design and construction of such Improvements, which costs shall be determined at the completion of construction. Nothing in this Agreement shall obligate the City to install or complete any Improvements or to require the City to recover costs of Improvements from any person.

## **II. SECURITY FOR CONSTRUCTION/INSTALLATION OF IMPROVEMENTS**

- A. Security for Construction of Infrastructure Improvements.
  1. Prior to commencing construction of any of the Infrastructure Improvements, Developer shall provide, or cause to be procured, to the City an irrevocable letter of credit or a performance surety bond payable to the City equal to one hundred fifteen percent (115%) of the estimated cost of the Infrastructure Improvements (the "Infrastructure Security"). A bond or letter of credit shall be valid until Initial Acceptance of the Infrastructure Improvements. Any bond or letter of credit shall meet the requirements for bonds or letters of credit set forth in subsections III.D.1-2.
  2. Upon issuance of the letter of Initial Acceptance described in Section IV.A., the City shall release the Infrastructure Security so long as all releases of mechanic's lien have been filed with respect to the project and an acceptable warranty performance guarantee as provided in Section III has been executed and delivered to the City.
  3. Developer Default.
    - a. In the event Developer fails to obtain Initial Acceptance within **twenty-four months** from the commencement of construction, subject to extension at the City's sole discretion, the City may retain the Infrastructure Security and apply such funds to completion of the Infrastructure Improvements including administrative costs related to the retention of the Infrastructure Security and completion of construction.

- b. The City may, at its sole discretion, refund all or part of the Infrastructure Security not applied to completion of the Infrastructure Improvements.
- c. The method and manner in which the City elects to construct or install the Infrastructure Improvements shall be at the sole discretion of the City; provided, however, that nothing herein shall obligate the City to install or complete the Infrastructure Improvements and nothing herein shall prevent, prohibit or limit the remedies available to the City to enforce the obligations of this Agreement.

**B. Security for Installation of Landscape Improvements.**

- 1. In the event Developer is unable to complete all Landscape Improvements prior to Initial Acceptance of the Infrastructure Improvements due to periods of adverse weather or similar reasons approved by the City, Developer shall provide to the City an irrevocable letter of credit or a performance surety bond payable to the City equal to one hundred fifty percent (150%) of the estimated cost of the uncompleted Landscape Improvements (the "Landscape Security"). Any irrevocable letter of credit or performance surety bond provided by Developer shall be valid until Initial Acceptance. Any bond or letter of credit shall meet the requirements set forth in subsections III.D.1-2.
- 2. Except as provided in subsection II.B.4. herein, the City shall release the Landscape Security only upon completion and City acceptance of all Landscape Improvements so long as all releases of mechanic's lien have been filed with respect to the Landscape Improvements and an acceptable warranty performance guarantee as provided in Section III has been executed and delivered to the City.
- 3. If delayed as provided for in subsection II.B.1. herein, Developer shall complete the Landscape Improvements not later than eight (8) months from the date of written request by the City.
- 4. Developer Default
  - a. In the event Developer fails to complete the Landscape Improvements within eight (8) months from the date of the City's written request, the City may retain the Landscape Security and apply such funds to completion of the Landscape Improvements.
  - b. The City may, at its sole discretion, refund all or part of the Landscape Security not applied to completion of the Landscape Improvements.
  - c. The method and manner in which the City elects to install the Landscape Improvements shall be at the sole discretion of the City; provided, however, that nothing herein shall obligate the City to install or complete the Landscape Improvements and nothing herein shall prevent, prohibit or limit the remedies available to the City to enforce the obligations of this Agreement.
- 5. Regardless of the provisions of this Section II.B., the City shall not be responsible for maintaining the Landscape Improvements within the right-of-way of any arterial or collector roadways. The City shall maintain medians within principal and minor arterials to the extent landscaping has been installed by the City. Individual lot owners shall be required to maintain tree lawn areas as approved and installed along local roadways.

- C. Bonds and Letters of Credit. The Developer shall provide, or cause to be provided, all bonds and letters or credit, and any other security required by this Section II, to the Department of Finance of the City of Commerce City with a notice to the City Engineer evidencing compliance with this provision.

### **III. WARRANTY**

- A. Developer hereby warrants all Improvements to be free from defects, including but not limited to, defects of materials, workmanship and design and that the Improvements otherwise fully comply with all applicable City standards and specifications in effect on the date of this Agreement.
- B. Prior to Initial Acceptance of the Infrastructure Improvements, Developer shall execute and deliver to the City a warranty performance guarantee equal to fifteen percent (15%) of the total estimated cost of the Infrastructure Improvements (the "Infrastructure Warranty").
- C. Prior to Initial Acceptance of the Landscape Improvements, Developer shall execute and deliver to the City a warranty performance guarantee equal to fifty percent (50%) of the total cost of Landscape Improvements to include all vegetative materials, irrigation and recreation facilities (the "Landscape Warranty"). Developer shall execute the Landscape Warranty as herein provided without regard to which party completed the Landscape Improvements.
- D. The Infrastructure Warranty and the Landscape Warranty (together, the "Warranties") shall each be in the form of an irrevocable letter of credit, warranty bond or cash escrow and shall provide security for costs that may be incurred in repairing or replacing the respective Improvements for twenty-four (24) months from the date of issuance of the Initial Acceptance (the "Warranty Period").
1. Any entity issuing a bond shall have at least an "A" rating from Moody's, or an equivalent rating as designated by a nationally recognized ratings firm, and shall be included in the most recent listing of companies holding Certificates of Authority as Acceptable sureties on Federal Bonds and as Acceptable Reinsuring Companies, Department of Treasury, Circular 570.
  2. Letters of credit shall be in a form acceptable to the City and shall be drawn on an institution acceptable to the City.
- E. In the event any substantial repair or replacement is required to any of the Improvements during the Warranty Period and such repair or replacement is not timely made upon notice of defect, or in any event before the expiration of the Warranty Period, the City may elect one or more of the following:
1. Extend the Warranty Period for up to an additional one (1) year after acceptance of the completed repair or replacement and require the Developer to extend the term of the appropriate Warranty;
  2. Call the appropriate Warranty and secure repair or replacement of the non-conforming Improvements; and/or
  3. Order denial or suspension of outstanding building permits or Certificates of Occupancy until repair or replacement of the non-conforming Improvements has been performed and Initial Acceptance thereof has been granted by the City.
- F. Bonds and Letters of Credit. The Developer shall provide, or cause to be provided, all bonds and letters or credit, and any other security required by this Section III, to the Department of Finance of



the City of Commerce City with a notice to the City Engineer evidencing compliance with this provision.

#### **IV. INITIAL ACCEPTANCE**

##### **A. Initial Acceptance of Infrastructure Improvements.**

1. In order to obtain Initial Acceptance of Infrastructure Improvements for a phase or an entire project, Developer shall submit to the City a written request for Initial Acceptance of Infrastructure Improvements and one (1) copy of record drawings.
2. Within ten (10) business days of receipt of a request for Initial Acceptance, the City shall review the record drawings and shall either approve the drawings or return the drawings to the Developer with comments.
  - a. In the event the record drawings are returned to Developer with comments, Developer shall submit to the City the record drawings revised in accord with the City's comments.
  - b. Once the record drawings are approved, Developer shall submit to the City "certified record" drawings on Mylar and electronic AutoCAD files.
3. Within ten (10) business days of receipt of a request for Initial Acceptance of Infrastructure Improvements, the City shall inspect the Infrastructure Improvements.
  - a. During or subsequent to inspection of the Infrastructure Improvements, the City shall generate a written "punch list" of items requiring correction, repair or replacement in compliance with all applicable ordinances and standards of the City.
  - b. In the event Developer fails to correct, repair or replace the punch list items within thirty (30) days of the date the punch list is provided, the City shall not grant Initial Acceptance, but shall instead conduct a subsequent inspection of the Infrastructure Improvements and generate a new written punch list. This process shall continue until all punch list items have been corrected, repaired or replaced to the satisfaction of the City.
  - c. In no event shall the City grant Initial Acceptance of Infrastructure Improvements until after Developer has corrected, repaired and replaced the punch list items to the City's satisfaction.
4. Upon a finding of satisfactory completion of the Infrastructure Improvements in compliance herewith and with all applicable ordinances and standards of the City, and upon execution and delivery to the City of the Infrastructure Warranty, the City shall grant Initial Acceptance of the Infrastructure Improvements via certified letter to Developer, the date of which shall constitute the date of commencement of the Warranty Period for the Infrastructure Improvements as identified in Section III.D.
5. Building permits may be issued prior to Initial Acceptance for the phase for which the Infrastructure Security has issued provided that all required fire hydrants, water for fire suppression, roadway, curb and gutter have been constructed to City specifications and paved emergency access to the lots on which building permits are requested are satisfactory as determined by the City. For single family residential lots, the potential authorization of building permits shall be limited to no more than four (4) model homes within the Property prior to

Initial Acceptance of the Improvements. Such model homes shall not be sold, conveyed, or otherwise transferred to a third party prior to Initial Acceptance of the Improvements. Certificates of Occupancy shall not be issued for any structure prior to Initial Acceptance of Infrastructure Improvements, however, the aforementioned model homes may be eligible for temporary occupancy permits where authorized by law.

**B. Initial Acceptance of Landscape Improvements.**

1. In order to obtain Initial Acceptance of Landscape Improvements for a phase or an entire project, Developer shall submit to the City a written request for Initial Acceptance of Landscape Improvements.
2. The City shall inspect the Landscape Improvements within then (10) business days after receipt of a request for Initial Acceptance.
  - a. During or subsequent to such inspection, the City shall generate a written “punch list” of items requiring correction, repair or replacement in compliance with the Landscape Improvements as set forth in Reunion Center Filing 1, Amendment 2 Development Permit (Land Use Application Number S-762-20-21-24, D-530-24).
    - i. Not less than thirty (30) days after the date the punch list is provided to Developer, unless Developer authorizes an earlier inspection, the City shall conduct a re-inspection of the Landscape Improvements and generate a new written punch list unless all punch list items have been corrected, repaired or replaced to the satisfaction of the City.
    - ii. This process shall continue until all punch list items have been corrected, repaired or replaced to the satisfaction of the City, at which time, the City shall proceed with Initial Acceptance as set forth herein.
  - b. Failure to correct, repair or replace the punch list items as provided herein shall constitute cause to deny any request for Initial Acceptance, and in no event shall the City grant Initial Acceptance until after Developer has corrected, repaired and replaced the punch list items to the City’s satisfaction.
3. Upon a finding of satisfactory completion of the Landscape Improvements in compliance herewith and with all applicable ordinances and standards of the City, and upon execution and delivery to the City of the Landscape Warranty, the City shall grant Initial Acceptance of the Landscape Improvements via certified letter to Developer, the date of which shall constitute the date of commencement of the Warranty Period for the Landscape Improvements as provided in Section III.D.

**V. FINAL ACCEPTANCE**

**A. Timing for Final Acceptance.**

1. Developer shall obtain Final Acceptance of the Infrastructure Improvements, as provided herein, prior to the expiration of the applicable Warranty Period.
2. Developer shall obtain Final Acceptance of the Landscape Improvements, as provided herein, prior to the expiration of the applicable Warranty Period.

- B. Procedure for Final Acceptance. Not earlier than sixty (60) days or later than forty-five (45) days prior to the date of expiration of a Warranty Period, Developer shall submit a written request for Final Acceptance of the related Improvements.
1. Within a reasonable time after Developer's request for Final Acceptance, the City shall conduct a final inspection of the appropriate Improvements (either Landscape or Infrastructure) or authorized phase thereof.
    - a. During or subsequent to such inspection, the City shall generate a written "punch list" of items requiring correction, repair or replacement in compliance with all applicable ordinances and standards of the City. Failure to correct, repair or replace the punch list items as provided herein shall constitute cause to deny any request for Final Acceptance.
      - i. Not less than thirty (30) days after the date the punch list is provided to Developer, unless Developer authorizes an earlier inspection, the City shall conduct a re-inspection of the Improvements and generate a new written punch list unless all punch list items have been corrected, repaired or replaced to the satisfaction of the City.
      - ii. This process shall continue until all punch list items have been corrected, repaired or replaced to the satisfaction of the City, at which time, the City shall proceed with Final Acceptance as set forth herein.
    - b. If the subdivision and/or development of the Property involves a land dedication to the City for a future park or school site, floodplain or open space (the "Dedicated Area(s)"), the City shall inspect such Dedicated Area(s). In the event any damage or dumping has occurred in, on or to any Dedicated Area, Developer shall be responsible for the restoration thereof. Despite the issuance of a Letter of Final Acceptance pursuant to this Section V, if any, the City shall not release the Landscape Warranty unless Developer has restored the Dedicated Area(s) to the City's satisfaction. Nothing herein shall be construed or deemed as requiring the City to release the Landscape Warranty prior to Final Acceptance of the Landscape Improvements.
  2. Developer shall certify to the City that all persons and entities having provided labor and/or services in the construction or installation of the Improvements for which Final Acceptance is being sought have been fully paid subject to such exceptions as may be disclosed to the City and that are acceptable to the City.
  3. If the Improvements subject to the inspection request fully conform to this Agreement and the City's applicable standards and specifications, and all corrections, repairs or replacements have been made to bring the Improvements into conformance, the City shall issue to Developer, via certified mail, a Letter of Completion and Final Acceptance.
  4. Subject to the provisions of subsection 1.b. of this Section V.B., the City shall release the Warranty only after Final Acceptance of the Improvements related thereto.
- C. In the event Developer does not request Final Acceptance of Improvements forty-five (45) days prior to the expiration of the Warranty Period related thereto, or as extended by the City, the City shall have the right at any time thereafter to conduct a final inspection of the Improvements.

- D. If, pursuant to final inspection requested by the Developer or initiated by the City, including inspection of Dedicated Area(s), any Improvements or Dedicated Area(s) are found not to conform to the requirements of this Agreement or applicable City standards and specifications, the City may exercise any and all rights set forth in Section XV.
- E. Developer's failure to obtain Final Acceptance of Improvements prior to expiration of the Warranty Period related thereto shall constitute a Default under this Agreement, and the City may exercise its rights to secure performance as provided in Section XV.
- F. Nothing herein shall be construed or deemed as requiring the City to finally accept or release from Warranty any Improvements that are defective or damaged.

## **VI. PHASING**

Phasing of the Improvements, if applicable, shall be permitted subject to the terms and conditions of this Agreement and as described and depicted in **Exhibit D**. Developer, at its discretion, may modify the sequence of phase construction if approved by both the Director of Community Development and the Director of Public Works.

## **VII. DEVELOPMENT STANDARDS AND PROCEDURES**

- A. Engineering and Landscaping Services. Developer shall procure at its sole expense all professional services, including all engineering, surveying and landscaping services, necessary and appropriate for development of the Property, which services shall fully conform to the City's applicable ordinances, standards and specifications.
  - 1. All professional services shall be performed by engineers, surveyors, architects or other professionals duly licensed, accredited and/or certified in accordance with applicable state and local law.
  - 2. Landscaping services shall be performed by persons trained in landscape architecture or horticultural design.
- B. Plan Review. All applicable plans must be reviewed and approved by the City prior to construction or installation. No construction or installation of Improvements shall occur without prior plan approval.
- C. Right-of-Way Permits. Prior to commencing construction of the Improvements, Developer shall obtain all permits required under Chapter 10 of the Commerce City Revised Municipal Code (the "CCRMC"), pay all fees related thereto and pay any associated City use taxes, if required.
- D. Testing. Developer shall employ at its sole expense a professional qualified, independent testing company to perform all testing of materials or construction that may reasonably be required by the City to ensure compliance with City standards and specifications. Developer shall furnish to the City certified copies of test results and shall release and authorize full access to the City and its designated representatives all work-up materials, procedures and documents used in preparing test results.
- E. Inspection. During construction or installation of the Improvements and until Final Acceptance thereof, Developer shall request and coordinate with the City all inspections of the Improvements. If the required inspections are not conducted, the City shall have the right to require Developer to remove and replace the Improvements. Developer shall reasonably cooperate and assist the City to

gain access to the areas designated for inspection. Developer shall also notify the City upon discovery of any non-conformance with the approved plans, standards and specifications for the Improvements. Inspection and acceptance by the City of any Improvements shall not relieve Developer of any responsibilities under this Agreement.

- F. Erosion Control. All work associated with the installation or construction of Improvements shall conform to the City's requirements for erosion control and the approved erosion and sediment control drawings associated with the Property.
1. Developer shall, at its own expense, keep on-site and adjacent streets and rights-of-way used as construction routes clean of mud, rocks and debris at all times during construction.
  2. Within five (5) business days of receipt of written notification by the City of non-compliance with this subsection F, Developer shall commence clean-up operations and diligently pursue completion of such clean-up operations to the satisfaction of the City.
  3. If Developer fails to respond within five (5) days, the City is unable to contact Developer after reasonable effort, or Developer fails to diligently pursue clean-up operations to the satisfaction of the City, the City may take corrective action to clear or clean-up the affected streets and rights-of-way and invoice Developer for all costs incurred by the City, including administrative costs, for which Developer shall be liable for payment within thirty (30) days of receipt of the invoice from the City.
- G. Damage to Public Infrastructure. If the Developer or any agent or representative thereof causes damage to any public infrastructure (including without limitation, any surface pavers, flagstones, or other stone or concrete surfaces, planters, street and decorative lights, or canopies) such damage shall be promptly repaired with the same kind, quality, color, serviceability and material composition aspects as was possessed by the infrastructure damaged, unless otherwise expressly agreed to by the City in writing.

#### **VIII. OBLIGATIONS OF SUBSEQUENT MORTGAGEE OR LIEN HOLDER**

Any subsequent mortgagees or lien holders shall subordinate their interests in the Property to the rights and remedies of the City for purposes of this Agreement. No subsequent mortgagee or lienholder is obligated to complete any of the Improvements unless such subsequent mortgagee or lienholder becomes the Owner and continues development of the Property by requesting permits, certificates or other approvals from the City. In such event, the Improvements shall be completed pursuant to the terms and conditions of this Agreement.

#### **IX. CONTRACTORS AND SUPPLIERS – LICENSING; PAYMENT – REMOVAL OF LIENS**

- A. Developer shall ensure that all contractors and/or subcontractors employed by Developer are licensed as required by state and local law before any work on the Improvements is commenced.
- B. Developer shall at all times promptly make payments of all amounts due to persons supplying labor, materials or services in connection with the Improvements and to any persons who may otherwise be entitled to assert a lien upon the Property by virtue of C.R.S. § 38-22-102, *et seq.* Developer shall indemnify and defend the City with respect to any such lien and, regardless of the merits of the lien, shall immediately take any and all steps necessary to remove the lien from the Property.

## **X. NON-LIABILITY**

Developer acknowledges that the City's review and approval of plans for the development of the Property are done in furtherance of the general public health, safety and welfare and that no specific relationship with, or duty of care to, Developer or third parties is assumed by such review approval or immunity waived as is more specifically set forth in Colorado Governmental Immunity Act, C.R.S. § 24-10-106.5.

## **XI. INDEMNIFICATION**

- A. Developer shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations or omissions of Developer or its employees, agents, representatives or other persons acting under Developer's direction or control in performing or failing to perform the work to be performed under this Agreement. Developer shall indemnify, defend, and hold harmless the City, its elected and appointed officials and its employees, agents and representatives (the "Indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including, but not limited to, attorney fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the actions or omissions of Developer and/or its employees, agents or representatives or other persons acting under Developer's direction or control.
- B. Developer specifically represents that all property dedicated (both in fee simple and as easements or other right of way) to the City within the Property is in compliance with all environmental protection and anti-pollution laws, rules, regulations, orders or requirements, including solid waste requirements, as defined by the U. S. Environmental Protection Agency Regulations at 40 C.F.R., Part 261, and that the Property as is in compliance with all such requirements pertaining to the disposal or existence in or on such dedicated property of any hazardous substances, pollutants or contaminants, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder. The Developer, for itself and its successor(s) in interest, shall indemnify, defend, and hold harmless the Indemnified Parties from any liability whatsoever that may be imposed upon the City by any governmental authority or any third party, pertaining to the disposal of hazardous substances, pollutants or contaminants, and cleanup necessitated by leaking underground storage tanks, excavation or backfill of hazardous substances, pollutants or contaminants, or environmental cleanup responsibilities of any nature whatsoever on, of, or related to any part of the property dedicated to the City, provided that such damages or liability are not caused by circumstances arising entirely after the date of acceptance by the City of the Improvements constructed on the dedicated property, except to the extent that such circumstances are the result of acts or omissions of the Developer. Said indemnification shall not extend to claims, actions or other liability arising as a result of any hazardous substance, pollutant or contaminant generated or deposited by the Indemnified Parties upon the property dedicated to the City.
- C. If any action, lawsuit, or claim is brought or asserted against the Indemnified Parties for which indemnity may be sought by the Indemnified Parties from the Developer, the Indemnified Parties shall promptly notify the Developer in writing, and the Developer shall promptly assume the defense thereof, including, but not limited to, the employment of counsel (the selection of which has been approved by the Indemnified Parties and such approval shall not be unreasonably withheld), the payment of all legal fees, expenses, and costs, and the right to negotiate and consent to settlement; provided however, that the Developer shall not settle any such action which may adversely affect the City without the City's written consent, which consent shall not be unreasonably withheld.

- D. The obligations of the Developer shall be in addition to any rights that any Indemnified Parties may have at common law or otherwise.
- E. The provisions set forth in this Section shall survive the completion of the Improvements and the satisfaction, expiration or termination of this Agreement. The obligations of this Section XI shall not apply to the extent the City becomes liable by final judgment to pay a third party as the result of the negligent act or omission of the City.

## **XII. INSURANCE**

- A. **Coverages.** Prior to beginning any work whatsoever under this Agreement including preparatory work such as surveying, staking or clearing the Property, Developer shall, at no cost to the City, procure or cause to be procured the following coverages and maintain such coverages until all Improvements have been finally accepted:
  - 1. Commercial General or Business Liability coverage insuring against liability for personal injury, bodily injury or death arising out of the performance of Developer's obligations under this Agreement with minimum combined single limits of One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) general aggregate.
  - 2. Products/Completed Operations coverage insuring against any liability for bodily injury or property damage caused by the completed Improvements with a combined single limit of at least One Million Dollars (\$1,000,000.00).
  - 3. Automobile Liability coverage with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) for any one occurrence with respect to each of Developer's owned, hired or non-owned vehicles assigned to or used in connection with the performance of Developer's obligations under this Agreement. In the event Developer's insurance does not cover non-owned vehicles, the requirements of this paragraph shall be met by each employee of Developer who uses a vehicle in connection with this Agreement, and Developer agrees to assure compliance by each employee prior to allowing use of a vehicle not owned by Developer.
  - 4. Workers' Compensation insurance as required by Colorado state statute and any other insurance required by applicable law.
  - 5. For the coverages required in subsections XII.A.1-3, Developer shall provide umbrella or excess coverage written on a "follow-form" basis to the underlying policy and in a coverage amount not less than One Million Dollars (\$1,000,000.00). In so doing, the coverage shall provide complete protection to the City consistent with the liability limits that may be imposed upon the City pursuant to the C.R.S. § 24-10-114, as may be amended.
- B. **Self-Insurance.** Evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages if first approved by the City in its sole discretion.
- C. **Requirements.** Developer shall at a minimum procure and maintain, or cause to be procured and maintained, the insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Developer pursuant to retroactive dates. Coverage for extended reporting periods shall be procured to maintain such continuous coverage.

D. Certificates of Insurance and Endorsements.

1. One or more Certificates of Insurance (“Certificates”) shall be completed by Developer’s insurer as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, which Certificates shall be provided to the City for review and approval prior to commencement of any work under this Agreement.
2. Each Certificate required herein, except Workers’ compensation coverage, shall name the City and its officers and employees as additional insureds.
3. Completed Certificates shall be sent to:

Risk Manager  
City of Commerce City Human Resources Department  
7887 E. 60<sup>th</sup> Ave.  
Commerce City, CO 80022

City Engineer  
City of Commerce City Public Works Department  
8602 Rosemary Street  
Commerce City, CO 80022

4. The City shall review the Certificates and endorsements as soon as practical, typically within ten (10) working days of receipt. The Certificates shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City.
5. In the event the period of coverage for any insurance required herein expires prior to the conclusion of Developer’s obligations hereunder, Developer shall, not less than thirty (30) days prior to the expiration of any such insurance coverage, provide the City with a new certificate of insurance and endorsements evidencing new or continuing coverage in accordance with the requirements of this Agreement.

E. Failure to Obtain Insurance Constitutes Breach. Developer’s failure to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a breach of this Agreement and, if said breach is not cured within ten (10) days of written notice by the City to Developer, the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Developer to the City upon demand, or the City may offset the cost of the premiums against any monies due to Developer from the City, regardless of the source or location of such funds.

F. Certified Copies. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Developer agrees to execute any and all documents necessary to allow the City access to any and all insurance policies and endorsements pertaining to this Agreement.

G. Subcontracts. Developer shall include the insurance requirements set forth in this Agreement in all contracts and subcontracts entered into for the construction or installation of the Improvements. Developer shall be responsible for the failure of any such contractor or subcontractor to procure and maintain insurance meeting the requirements set forth in this Agreement. The City reserves the right to approve variations in the insurance requirements applicable to such contractors or subcontractors



upon joint written request of the contractor or subcontractor and Developer if, in the City's discretion, such variations do not substantially affect the City's interests.

### **XIII. FEES, CHARGES AND DEDICATIONS**

Fees, charges and dedications shall be assessed pursuant to Article IX of the LDC or as amended by City Council. The fees associated with the Property are outlined as follows:

- A. Public Parks and Recreation Fees. Pursuant to Section 21-9210(3)(a) of the LDC, at the time of the approval of the Reunion PUD, the City determined that land dedications were the preferred method for satisfying the applicable public parks and recreation fees obligation for residential development within the area included within the Reunion PUD (the "Reunion Parks Fees"). The Reunion PUD designated parks and open space sites ("Park Sites"), the dedication of which, pursuant to the Reunion PUD, will satisfy all applicable Reunion Parks Fees. The land dedication requirement for Parks Sites for the development of Reunion Center Filing 1, Amendment 2 has been satisfied and therefore no further land dedication or cash payment in lieu of dedication is required.
- B. Land Dedication for Schools. Pursuant to Section 21-9200(3) of the LDC, at the time of the approval of the Reunion PUD, School District 27J determined that land dedications were the preferred method for satisfying the applicable school fees obligation for residential development within the area included within the Reunion PUD (the "Reunion School Fees"). The Reunion PUD included designated school sites ("School Sites"), the dedication of which, pursuant to the Reunion PUD, will satisfy all applicable Reunion School Fees. Per the School District 27 J letter dated April 23, 2025 the land dedication requirement for the development of Reunion Center Filing 1, Amendment 2 been satisfied by previous School Site dedications, and therefore no further land dedication or cash payment in lieu of dedications is required.
- C. Road Impact Fee. Upon issuance to Developer of a building permit for any structure within the Property, Developer shall pay a road impact fee to the City as set forth in the LDC.
- D. Drainage Impact Fee. Upon issuance to Developer of a building permit for any structure within the Property, Developer shall pay a drainage impact fee as set forth in the LDC.
- E. INTENTIONALLY OMITTED.
- F. Fire and Emergency Services Fee. Fire and emergency services fees shall be payable to the applicable fire and emergency services provider, as set forth in the LDC.

### **XIV. RECORDATION – COVENANT RUNNING WITH THE LAND; BINDING EFFECT**

- A. Recording. Upon execution hereof, Developer shall, at its sole cost and expense, cause this Agreement to be recorded in the real estate records of the Clerk and Recorder for Adams County, Colorado. The City, at its sole option, also may cause the Agreement to be recorded.
- B. Binding Effect.
  - 1. This Agreement shall be binding on the parties hereto and their respective successors and assigns, without regard to the method or manner of succession or assignment, and shall be deemed and constitute a covenant running with the land.

2. Developer and any successor or assign of this Agreement, in whole or in part, shall be jointly and severally liable for the performance and obligations of such portion of the Agreement succeeded to or assigned unless otherwise consented to in writing by the City and executed in the same manner as this Agreement.
3. This Agreement shall remain in full force and effect until all applicable provisions herein have been fulfilled.

C. Assignment.

1. No Improvements, as defined herein, nor any obligations or responsibilities of the Developer associated therewith, shall be assigned, transferred, or conveyed to a Residential Metropolitan District, either directly or indirectly, unless the specified Improvements are expressly identified and included in an existing and previously approved metropolitan district service plan. For the purposes of this Agreement, a Residential Metropolitan District is defined as a metropolitan district formed pursuant to the Special District Act in which ten percent or more of the property in the Metro District area is developed or is expected to be developed for residential purposes.
2. In the event Developer assigns any obligations of this Agreement, in whole or in part, the Developer shall provide notice of the assignment to the City, including a fully executed copy of the assignment, within 30 days of the execution of any assignment or assignment agreement.

**XV. DEFAULT – REMEDIES**

- A. In the event Developer should fail to timely comply with any of the terms, conditions, covenants and undertakings hereof (a “Default”) and the Default is not cured and brought into compliance within thirty (30) days of written Notice to Developer by the City (“Notice of Default”), except as provided in Section V herein, unless the City in writing designates a longer cure period reasonably requested by Developer, the City may call for payment of the applicable Warranty.
- B. The Notice of Default shall specify the conditions of Default. During the cure period the City may withhold building permits, Certificates of Occupancy or provision of new utilities fixtures or services.
- C. Nothing hereunder shall be construed to limit the City, in the event of a Default or other breach of this Agreement, from pursuing any other remedy at law or in equity that may be appropriate under the Home Rule Charter of the City of Commerce City, the Commerce City Revised Municipal Code, applicable law and the legal standards of the State of Colorado or United States before any court of competent jurisdiction. Such remedies shall be cumulative.
- D. In the event of a Default or other breach of this Agreement, the party in Default or breach shall be liable for payment to the non-defaulting/non-breaching party of all costs and reasonable attorney fees incurred by the non-defaulting/non-breaching party as a result of the Default or breach.
- E. Notwithstanding any provision of this Agreement that may be construed to the contrary, in no event shall the City, including its elected and appointed officials, current and former officers and employees, servants, agents, attorneys, representatives, insurance carriers, and self-insurance pools, be liable to the Developer for any exemplary, punitive, special, indirect, consequential, remote, or speculative damages arising out of or relating to, in any manner, this Agreement, whether arising in contract, tort, or otherwise, even if City has been informed of the possibility thereof, including without limitation a claim for impairment of bonding capacity.

- F. To the extent any damages arising under this Agreement may be covered by insurance, the Developer agrees to waive all rights of subrogation against the City, its agents, associated and affiliated entities, successors, or assigns, its elected and appointed officials, current and former officers and employees, servants, volunteers, agents, attorneys, representatives, insurance carriers, and self-insurance pools for losses arising from any acts or omissions of the City.
- G. Any assignment, transfer, or conveyance of Improvements, or the obligations or responsibilities associated therewith, to a Residential Metropolitan District, as prohibited herein, shall be deemed null and void. In the event a court of competent jurisdiction were to set aside the prohibition on assignment, transfer, or conveyance of said Improvements as set forth herein, or any of the obligations or responsibilities associated therewith, then upon such a ruling, the actual and current costs of the assigned, transferred or conveyed Improvements, plus a twenty percent (20%) administrative fee, shall become immediately due and payable to the City. Nothing herein shall constitute a waiver of any other remedy identified herein and the City is authorized to call for payment upon any related surety.

## **XVI. NOTICE**

Any notice that may be given under this Agreement shall be made in writing and shall be deemed effective upon personal service of the other party or upon the date of mailing by certified mail, return receipt requested, addressed as follows (or other address the party to be notified may have designated by like notice to the sender):

**DEVELOPER:**

Senior Vice President of Land Development  
Randy Bauer  
4908 Tower Road  
Denver, CO 80249  
(480) 650-1781

**CITY:**

Director, Dept. of Public Works  
City of Commerce City  
8602 Rosemary Street  
Commerce City, CO 80022  
(303) 289-8156

**With copies to:**

Director, Dept. of Community Development  
City of Commerce City  
7887 E. 60<sup>th</sup> Avenue  
Commerce City, CO 80022

Director, Dept. of Parks, Recreation & Golf  
City of Commerce City  
6060 E. Parkway Drive  
Commerce City, CO 80022

City Attorney's Office  
City of Commerce City  
7887 E. 60<sup>th</sup> Avenue  
Commerce City, CO 80022

## **XVII. MISCELLANEOUS PROVISIONS**

- A. Incorporation by Reference. The recitals to this Agreement and the attached Exhibits A-D are incorporated into this Agreement by reference.

- B. Title and Authority. Developer warrants to the City that it is (i) the record owner of the Property; (ii) authorized to execute this Agreement pursuant to a valid ground or similar lease; or (iii) acting in accordance with the currently valid and unrevoked power of attorney of the record owner attached hereto. Each individual executing this Agreement covenants and warrants that he or she is fully authorized to execute this Agreement on behalf of the party he or she represents.
- C. Compliance with Applicable Law. Developer hereby covenants and agrees that it shall comply with all applicable federal, state and local laws, ordinances and regulations.
- D. Governing Law and Venue; Recovery of Costs. This Agreement shall be governed by the laws of the State of Colorado. Venue for state court actions shall be in the 17<sup>th</sup> Judicial District in Adams County, Colorado, and venue for federal court actions shall be in the United States District Court for the District of Colorado. In the event legal action is brought to resolve any dispute among the parties related to this Agreement, then only the City, if a prevailing party in such action, shall be entitled to recover reasonable court costs and attorney fees from the Developer.
- E. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*
- F. No Waiver. The failure of the City to take timely action with respect to any breach of any term, covenant or condition hereof shall not be deemed to be a waiver of such performance by Developer, or a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.
- G. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Developer, and nothing contained in this Agreement shall give or allow any such claim to right of action by any other third person on such Agreement. It is the expressed intention of the City and the Developer that no person other than the City or Developer receiving services or benefits under this Agreement shall be deemed a beneficiary hereof.
- H. No Partnership or Agency – Independent Contractor Relationship. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the relationship between Developer and the City shall be as independent contractors, and neither the City nor Developer shall be deemed or constitute an employee, servant, agent, partner or joint venturer of the other.
- I. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties.
- J. Counterparts; Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and, taken together will constitute one and the same instrument. Signature pages may be executed via “wet” signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means.
- K. Severability. To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of this Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

- L. Acknowledgement of Open Records Act – Public Document. Developer hereby acknowledges that the City is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.* (the “Act”), and as such, this Agreement and any exhibits or attachments hereto, and any documents or reports produced pursuant to this Agreement, are be subject to public disclosure under the Act.
- M. Rules of Construction. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement will be construed or resolved in favor of or against the City or Developer on the basis of which party drafted the uncertain or ambiguous language. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.
- N. Consent to Electronic Signatures and Electronic Records. The Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this DEVELOPMENT AGREEMENT, the parties have executed this DEVELOPMENT AGREEMENT as of the date first written above.

**CITY OF COMMERCE CITY**

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Manager

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

Approved as to form:

\_\_\_\_\_  
\_\_\_\_\_, City Attorney

Recommended for approval:

\_\_\_\_\_  
\_\_\_\_\_, Director  
Department of Community Development

\_\_\_\_\_  
\_\_\_\_\_, Director  
Department of Public Works

\_\_\_\_\_  
\_\_\_\_\_, City Engineer  
Department of Public Works

**Clayton Properties Group, Inc.**

\_\_\_\_\_  
Signature [signature must be notarized]

\_\_\_\_\_  
Printed Name & Title

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was signed before me this \_\_\_\_ day of \_\_\_\_\_, 202\_, by  
\_\_\_\_\_  
(Name of Authorized Signer),  
(Title) of \_\_\_\_\_ (Developer).

WITNESS my hand and official seal.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## **EXHIBIT A**

### **Property Legal Description**

#### **PROPERTY DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF TRACT A, REUNION CENTER FILING NO. 1 RECORDED UNDER RECEPTION NO. 2020000123227 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, LOCATED IN SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE SOUTHERLY LINE OF TRACT A, REUNION CENTER FILING NO. 1, BEARING S89°24'05W PER PLAT.

BEGINNING AT THE SOUTHWESTERLY CORNER OF TRACT A, REUNION CENTER FILING NO. 1 RECORDED UNDER RECEPTION NO. 2020000123227 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE ON THE WESTERLY LINE OF SAID TRACT A, THE FOLLOWING THIRTEEN (13) COURSES:

1. N45°18'58"W A DISTANCE OF 56.29 FEET;
2. N00°02'01"W A DISTANCE OF 27.71 FEET;
3. N00°02'01"W A DISTANCE OF 73.98 FEET, TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 136.00 FEET, A CENTRAL ANGLE OF 05°28'28" AND AN ARC LENGTH OF 12.99 FEET, TO A POINT OF TANGENT;
5. N05°26'26"E A DISTANCE OF 53.19 FEET, TO A POINT OF CURVE;
6. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 164.00 FEET, A CENTRAL ANGLE OF 06°50'34" AND AN ARC LENGTH OF 19.59 FEET, TO A POINT OF TANGENT;
7. N01°24'08"W A DISTANCE OF 68.38 FEET, TO A POINT OF CURVE;
8. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 164.00 FEET, A CENTRAL ANGLE OF 09°05'31" AND AN ARC LENGTH OF 26.02 FEET, TO A POINT OF TANGENT;
9. N10°29'39"W A DISTANCE OF 33.10 FEET, TO A POINT OF CURVE;
10. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 136.00 FEET, A CENTRAL ANGLE OF 09°05'31" AND AN ARC LENGTH OF 21.58 FEET, TO A POINT OF TANGENT;
11. N01°24'08"W A DISTANCE OF 161.35 FEET;
12. N00°02'01"W A DISTANCE OF 24.69 FEET, TO A POINT OF CURVE;



13. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 89°39'00" AND AN ARC LENGTH OF 156.47 FEET, TO A POINT ON THE WESTERLY LINE OF TRACT L, REUNION CENTER FILING NO. 1;

THENCE ON SAID WESTERLY LINE, S00°23'02"E A DISTANCE OF 7.00 FEET, TO THE SOUTHERLY LINE OF SAID TRACT L;

THENCE ON SAID SOUTHERLY LINE, N89°36'58"E A DISTANCE OF 448.28 FEET, TO A POINT OF NON-TANGENT CURVE;

THENCE DEPARTING SAID SOUTHERLY LINE, THE FOLLOWING EIGHT (8) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S67°43'22"W, HAVING A RADIUS OF 29.50 FEET, A CENTRAL ANGLE OF 21°53'36" AND AN ARC LENGTH OF 11.27 FEET, TO A POINT OF TANGENT;
2. S00°23'02"E A DISTANCE OF 257.29 FEET;
3. S44°36'58"W A DISTANCE OF 43.84 FEET;
4. S00°23'02"E A DISTANCE OF 37.00 FEET;
5. S45°23'02"E A DISTANCE OF 43.84 FEET;
6. S00°23'02"E A DISTANCE OF 266.63 FEET;
7. S89°36'58"W A DISTANCE OF 11.00 FEET;
8. S54°36'36"W A DISTANCE OF 28.76 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT A;

THENCE ON SAID SOUTHERLY LINE, THE FOLLOWING FIVE (5) COURSES:

1. S89°24'05"W A DISTANCE OF 67.92 FEET;
2. S89°15'21"W A DISTANCE OF 266.46 FEET;
3. S88°29'16"W A DISTANCE OF 51.87 FEET, TO A POINT OF NON-TANGENT CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S00°33'25"E, HAVING A RADIUS OF 10075.00 FEET, A CENTRAL ANGLE OF 00°02'30" AND AN ARC LENGTH OF 7.34 FEET, TO A POINT OF TANGENT;
5. S89°24'05"W A DISTANCE OF 75.71 FEET, TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 350,372 SQUARE FEET OR 8.0434 ACRES.



## EXHIBIT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N45°18'58"W	56.29'
L2	N00°02'01"W	27.71'
L3	N00°02'01"W	73.98'
L4	N05°26'26"E	53.19'
L5	N01°24'08"W	68.38'
L6	N10°29'39"W	33.10'
L7	N01°24'08"W	161.35'
L8	N00°02'01"W	24.69'
L9	S00°23'02"E	7.00'
L10	N89°36'58"E	448.28'
L11	S44°36'58"W	43.84'
L12	S00°23'02"E	37.00'
L13	S45°23'02"E	43.84'
L14	S89°36'58"W	11.00'
L15	S54°36'36"W	28.76'
L16	S89°24'05"W	67.92'
L17	S89°15'21"W	266.46'
L18	S88°29'16"W	51.87'
L19	S89°24'05"W	75.71'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	5°28'28"	136.00'	12.99'	N02°42'12"E 12.99'
C2	6°50'34"	164.00'	19.59'	N02°01'09"E 19.57'
C3	9°05'31"	164.00'	26.02'	N05°56'53"W 26.00'
C4	9°05'31"	136.00'	21.58'	N05°56'53"W 21.56'
C5	89°39'00"	100.00'	156.47'	N44°47'28"E 140.99'
C6	21°53'36"	29.50'	11.27'	S11°19'50"E 11.20'
C7	0°02'30"	10075.00'	7.34'	S89°25'20"W 7.34'

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

COMMERCIAL A2  
REUNION CENTER  
PROJECT NO.: 14421.49  
DATE: 05/01/2024

SHEET: 4 OF 4



**J-R ENGINEERING**  
A Westrian Company

Centennial 303-740-9888 • Colorado Springs 719-593-2588  
Fort Collins 970-491-9888 • [www.jrengineering.com](http://www.jrengineering.com)

## EXHIBIT B

**Improvements and schedule of estimated costs for all public roadways, storm sewer systems, and sidewalks.**

Developer shall construct and install the following:

- E 105<sup>th</sup> Place, a local residential roadway, from Walden Street to Yampa Street

Developer shall construct and install all requisite pavement, curb, gutter, storm drainage, sidewalk, all related appurtenances, signage & striping, streetlights, traffic signals, a fire department approved turnaround and all other appurtenances necessary to be in full compliance with the CCRMC, LDC, and all applicable rules, regulations, and standards adopted by the City.

Insert schedule of costs in form approved by City



## Engineer's Probable Cost Estimate F1A2-PH1

Public Improvements				
Mobilization & General Conditions	Unit	Unit Cost	Quantity	Cost
Mobilization & General Conditions	LS	\$ 50,000.00	1	\$ 50,000.00
Erosion Control	Unit	Unit Cost	Quantity	Cost
Concrete Washout Area	EA	\$ 1,600.00	1	\$ 1,600.00
Construction Fence	LF	\$ 2.20	2,440	\$ 5,368.00
Inlet Protection	EA	\$ 450.00	2	\$ 900.00
Sediment Basin	EA	\$ 3,900.00	1	\$ 3,900.00
Sediment Control Log	LF	\$ 4.50	1,963	\$ 8,833.50
Seeding & Mulching	AC	\$ 5,000.00	2	\$ 10,091.13
Silt Fence	LF	\$ 3.00	1,610	\$ 4,830.00
Stabilized Staging Area	SY	\$ 11.00	53	\$ 586.67
Surface Roughening	AC	\$ 250.00	2	\$ 504.56
Vehicle Tracking Control	EA	\$ 3,000.00	2	\$ 6,000.00
Asphalt Paving	Unit	Unit Cost	Quantity	Cost
Full Depth Pavement, Base, & Subgrade Prep (Local)	SY	\$ 38.00	1,857	\$ 70,566.00
Concrete	Unit	Unit Cost	Quantity	Cost
Concrete Sidewalk (5 ft)	LF	\$ 44.00	876	\$ 38,544.00
Crosspan	EA	\$ 6,500.00	2	\$ 13,000.00
Curb & Gutter (Vertical)	LF	\$ 30.00	806	\$ 24,180.00
Curb Ramp	EA	\$ 1,690.00	8	\$ 13,520.00
Miscellaneous	Unit	Unit Cost	Quantity	Cost
Clearing and Grubbing	AC	\$ 9,000.00	7.16	\$ 64,440.00
Storm Sewer	Unit	Unit Cost	Quantity	Cost
Connect to Existing Storm Infrastructure	EA	\$ 5,000.00	4	\$ 20,000.00
Inlet Type R 5'	EA	\$ 5,000.00	3	\$ 15,000.00
Inlet Type R 10'	EA	\$ 6,500.00	1	\$ 6,500.00
Inlet Type R 15'	EA	\$ 7,500.00	1	\$ 7,500.00
Inlet Type 13	EA	\$ 3,500.00	1	\$ 3,500.00
Manhole 4' DIA	EA	\$ 3,500.00	6	\$ 21,000.00
RCP 18"	LF	\$ 81.00	742	\$ 60,102.00
<b>Subtotal of Public Improvements</b>				<b>\$ 450,465.85</b>
<b>Engineering (5% of Subtotal)</b>			<b>5%</b>	<b>\$ 22,523.29</b>
<b>Construction Management (5% of Subtotal)</b>			<b>5%</b>	<b>\$ 22,523.29</b>
<b>Contingency</b>			<b>15%</b>	<b>\$ 67,569.88</b>
<b>Total</b>				<b>\$ 563,082.31</b>

## **EXHIBIT C**

### **Landscape Improvements and schedule of estimated costs along all roadways, trails, opens spaces, and in all private parks, and inclusive of sidewalks and trails not in the right of way.**

The improvements identified herein are associated with land use application number(s): S-762-20-21-24, D-530-24

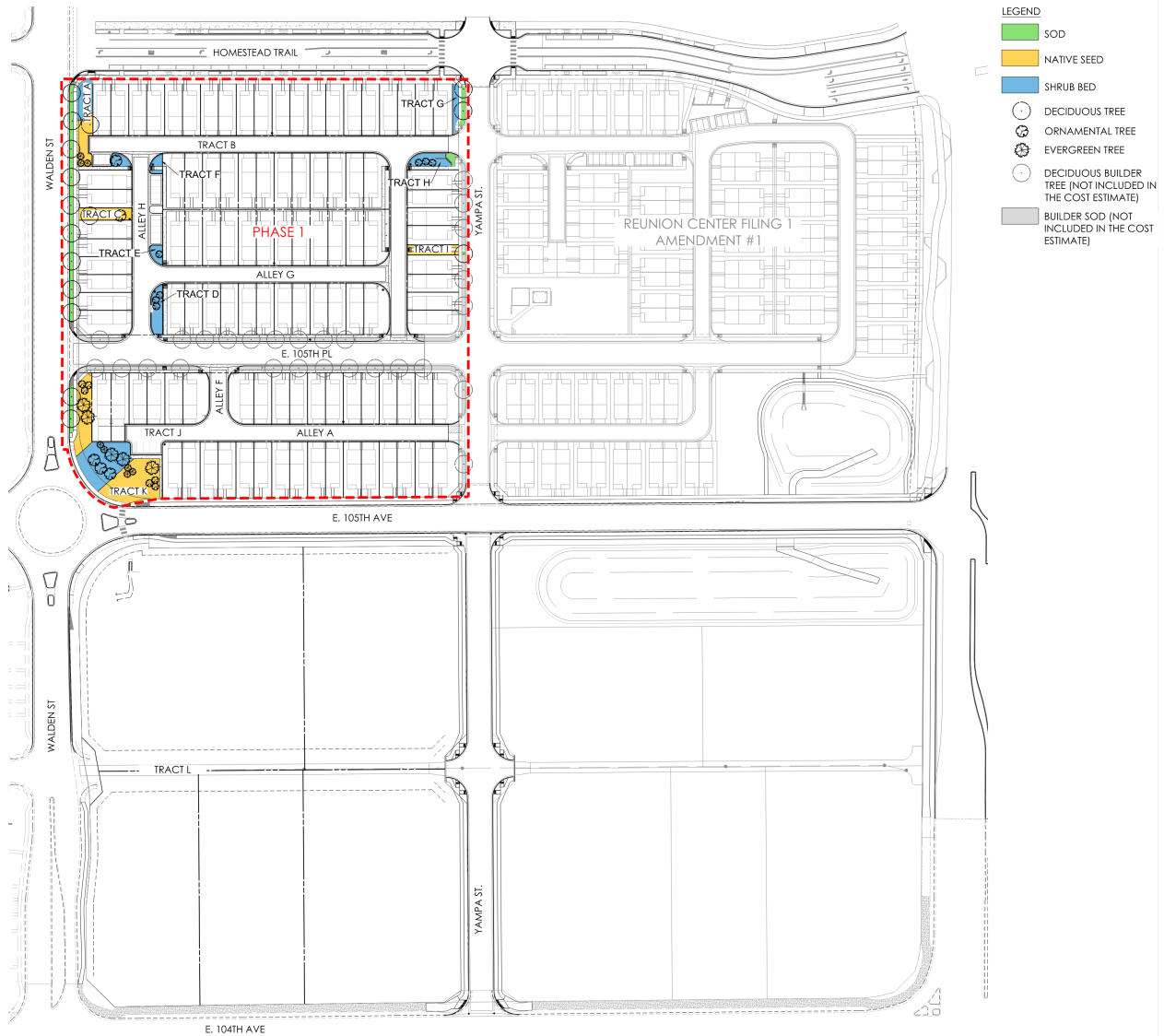
The following landscape improvements shall be installed in full compliance with the CCRMC, LDC, and all applicable rules, regulations, and standards adopted by the City. The required Landscape Improvements are set forth and depicted in the Reunion Center Filing 1 Amendment 2 Development Permit (Land Use Application number D-530-24 – Landscape Plan (Sheets 17-24) Revision Date (March 14,2024). As set forth therein, the Landscape Improvements shall include, but not be limited to, trees and tree lawns, shrubs, turf grasses, seed, mulches, ornamental grasses, plantings, ground cover, edging material and irrigation. Per the Landscaping Plans, landscaping improvements shall be installed at the following locations:

- Landscaping within Tract A
- Landscaping within Tract C
- Landscaping within Tract D
- Landscaping within Tract E
- Landscaping within Tract F
- Landscaping within Tract G
- Landscaping within Tract H
- Landscaping within Tract I
- Landscaping within Tract K
- Right of Way landscaping along the east side of Walden Street from Homestead Trail to East 105<sup>th</sup> Avenue
- Right of Way landscaping along the west side of Yampa Street from Homestead Trail to East 105<sup>th</sup> Avenue

Developer shall install and maintain in perpetuity the required Landscape Improvements along all principal and minor arterials and major and minor collector roadways.

The itemization and depictions contained herein shall not be construed to alter the scope or content of the required landscape improvements. Itemizations herein are for surety purposes only and shall not substitute or replace the requirements set forth in the CCRMC, LDC, or any applicable rules, regulations, or standards adopted by the City.

(Sample itemization and tract map attached)



## A COST ESTIMATE EXHIBIT

### REUNION CENTER DUETS - AMENDMENT 2

MMERCE CITY, CO

January 31, 2024



**Exhibit C - Reunion Center Filing No.1, Amendment 2 Case Number:**  
**Development Agreement (DA) - Landscape Improvement Cost Estimate**

**Date: January 31, 2024**

**Prepared by: Oakwood Homes, LLC**

SUMMARY			
Phase 1		Subtotal:	\$ 103,919.55
		Subtotal:	\$ 103,919.55
		15% Contingency	\$ 15,587.93
Reunion Center Filing No.1, Amendment 2 PIA LANDSCAPE TOTAL			\$ 119,507.48

Phase 1				
Tract A			Subtotal	\$ 27,070.10
Tract B			Subtotal	\$ -
Tract C			Subtotal	\$ 3,676.50
Tract D			Subtotal	\$ 7,887.30
Tract E			Subtotal	\$ 2,643.50
Tract F			Subtotal	\$ 1,766.50
Tract G			Subtotal	\$ 5,229.70
Tract H			Subtotal	\$ 10,386.60
Tract I			Subtotal	\$ 2,033.90
Tract J			Subtotal	\$ -
Tract K			Subtotal	\$ 43,225.45
			<b>Total</b>	<b>\$ 103,919.55</b>

Tract A				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading	4,855	SF	\$ 0.40	\$ 1,942.00
Rock Mulch	1,555	SF	\$ 3.00	\$ 4,665.00
Native Seed Mixture	1,384	SF	\$ 0.15	\$ 207.60
Right of Way Sod	1,916	SF	\$ 2.00	\$ 3,832.00
Right of Way Deciduous Trees (2" Cal.)	9	EA	\$ 550.00	\$ 4,950.00
Deciduous Trees (2" Cal.)	1	EA	\$ 550.00	\$ 550.00
Ornamental Trees (1.5" Cal.)	1	EA	\$ 400.00	\$ 400.00
Evergreen Trees (6'-8' Ht.)	3	EA	\$ 550.00	\$ 1,650.00
Shrubs (5 gal)	22	EA	\$ 43.00	\$ 946.00
Ornamental Grasses / Perennials (1 gal)	43	EA	\$ 15.00	\$ 645.00
Irrigation	4,855	SF	\$ 1.50	\$ 7,282.50
			<b>Tract A / Reunion MD</b>	<b>\$ 27,070.10</b>

Tract B				
Roadway				
			<b>Tract B / NA</b>	<b>\$ -</b>

Tract C				
Soil Prep & Fine Grading	1,330	SF	\$ 0.40	\$ 532.00
Native Seed Mixture	1,330	SF	\$ 0.15	\$ 199.50
Deciduous Trees (2" Cal.)	1	EA	\$ 550.00	\$ 550.00
Ornamental Trees (1.5" Cal.)	1	EA	\$ 400.00	\$ 400.00
Irrigation	1,330	SF	\$ 1.50	\$ 1,995.00
			<b>Tract C / Reunion MD</b>	<b>\$ 3,676.50</b>

Tract D				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading	1,047	SF	\$ 0.40	\$ 418.80
Rock Mulch	1,047	SF	\$ 3.00	\$ 3,141.00
Ornamental Trees (1.5" Cal.)	3	EA	\$ 400.00	\$ 1,200.00
Shrubs (5 gal)	24	EA	\$ 43.00	\$ 1,032.00
Ornamental Grasses / Perennials (1 gal)	35	EA	\$ 15.00	\$ 525.00
Irrigation	1,047	SF	\$ 1.50	\$ 1,570.50
			<b>Tract D / Reunion MD</b>	<b>\$ 7,887.30</b>



Tract E				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading	375	SF	\$ 0.40	\$ 150.00
Rock Mulch	375	SF	\$ 3.00	\$ 1,125.00
Ornamental Trees (1.5" Cal.)	1	EA	\$ 400.00	\$ 400.00
Shrubs (5 gal)	7	EA	\$ 43.00	\$ 301.00
Ornamental Grasses / Perennials (1 gal)	7	EA	\$ 15.00	\$ 105.00
Irrigation	375	SF	\$ 1.50	\$ 562.50
Tract E / Reunion MD				\$ 2,643.50

Tract F				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading	315	SF	\$ 0.40	\$ 126.00
Rock Mulch	315	SF	\$ 3.00	\$ 945.00
Shrubs (5 gal)	1	EA	\$ 43.00	\$ 43.00
Ornamental Grasses / Perennials (1 gal)	12	EA	\$ 15.00	\$ 180.00
Irrigation	315	SF	\$ 1.50	\$ 472.50
Tract F / Reunion MD				\$ 1,766.50

Tract G				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading	733	SF	\$ 0.40	\$ 293.20
Rock Mulch	416	SF	\$ 3.00	\$ 1,248.00
Right of Way Sod	317	SF	\$ 2.00	\$ 634.00
Right of Way Deciduous Trees (2" Cal.)	2	EA	\$ 550.00	\$ 1,100.00
Shrubs (5 gal)	15	EA	\$ 43.00	\$ 645.00
Ornamental Grasses / Perennials (1 gal)	14	EA	\$ 15.00	\$ 210.00
Irrigation	733	SF	\$ 1.50	\$ 1,099.50
Tract G / Reunion MD				\$ 5,229.70

Tract H				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading	1,074	SF	\$ 0.40	\$ 429.60
Sod	164	SF	\$ 2.00	\$ 328.00
Steel Edger	21	LF	\$ 6.00	\$ 126.00
Rock Mulch	910	SF	\$ 3.00	\$ 2,730.00
Ornamental Trees (1.5" Cal.)	3	EA	\$ 400.00	\$ 1,200.00
Shrubs (5 gal)	14	EA	\$ 43.00	\$ 602.00
Ornamental Grasses / Perennials (1 gal)	24	EA	\$ 15.00	\$ 360.00
Walls	100	FF	\$ 30.00	\$ 3,000.00
Irrigation	1,074	SF	\$ 1.50	\$ 1,611.00
Tract H / Reunion MD				\$ 10,386.60

Tract I				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading	704	SF	\$ 0.40	\$ 281.60
Native Seed Mixture	682	SF	\$ 0.15	\$ 102.30
Right of Way Sod	22	SF	\$ 2.00	\$ 44.00
Right of Way Deciduous Trees (2" Cal.)	1	EA	\$ 550.00	\$ 550.00
Irrigation	704	SF	\$ 1.50	\$ 1,056.00
Tract I / Reunion MD				\$ 2,033.90

Tract J				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Roadway				
			Tract J / NA	\$ -

Tract K				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Soil Prep & Fine Grading	10,183	SF	\$ 0.40	\$ 4,073.20
Native Seed Mixture	6,205	SF	\$ 0.15	\$ 930.75
Right of Way Sod	366	SF	\$ 2.00	\$ 732.00
Right of Way Deciduous Trees (2" Cal.)	2	EA	\$ 550.00	\$ 1,100.00
Steel Edger	120	LF	\$ 6.00	\$ 720.00
Rock Mulch	3,612	SF	\$ 3.00	\$ 10,836.00
Ornamental Trees (1.5" Cal.)	6	EA	\$ 400.00	\$ 2,400.00
Evergreen Trees (6'-8' Ht.)	8	EA	\$ 550.00	\$ 4,400.00
Shrubs (5 gal)	53	EA	\$ 43.00	\$ 2,279.00
Ornamental Grasses / Perennials (1 gal)	32	EA	\$ 15.00	\$ 480.00
Irrigation	10,183	SF	\$ 1.50	\$ 15,274.50
			Tract K / Reunion MD	\$ 43,225.45

**EXHIBIT D**

**INTENTIONALLY OMITTED**

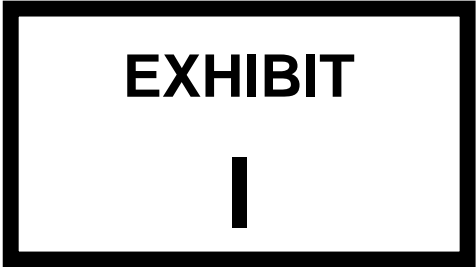
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Exhibit G

# REUNION PUD ZONE DOCUMENT

## AMENDMENT #5 OF THE BUFFALO HILLS RANCH PUD ZONE DOCUMENT

PORTIONS OF SECTIONS 7, 8, 9, 10, 16 AND 18 OF T.2S., R66W OF THE 6TH P.M.,  
AND A PORTION OF SECTION 13, T.2S., R67W., OF THE 6TH P.M.,  
COUNTY OF ADAMS, CITY OF COMMERCE CITY, STATE OF COLORADO



# REUNION PUD ZONE DOCUMENT AMENDMENT #5

CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO

APPROVAL CERTIFICATE

APPROVED BY THE CITY OF COMMERCE CITY PLANNING COMMISSION THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

CHAIRPERSON \_\_\_\_\_

APPROVED BY THE CITY OF COMMERCE CITY, CITY COUNCIL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

ATTEST: \_\_\_\_\_

CITY CLERK \_\_\_\_\_ MAYOR \_\_\_\_\_

THIS PUD ZONE DOCUMENT AMENDMENT #5 WAS FILED FOR RECORD IN THE OFFICE OF ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO AT \_\_\_\_ O'CLOCK \_\_\_\_ M., THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

COUNTY CLERK AND RECORDER \_\_\_\_\_

OWNERS CERTIFICATE

DIBC BUFFALO HILLS RANCH, a Colorado limited liability company, FFP-DIA, LLC, a Colorado limited liability company, and DIBC 96th AND POTOMAC, LLC, a Colorado limited liability company, being the owner(s) of portions of the property located in the CITY OF COMMERCE CITY, COUNTY OF ADAMS, AND STATE OF COLORADO, do hereby submit this Planned Unit Development Zone Document Amendment #5 and agree to perform under the terms noted herein.

DIBC BUFFALO HILLS RANCH, a Colorado limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

FFP-DIA, LLC, a Colorado limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DIBC 96th AND POTOMAC, LLC, a Colorado limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

REUNION METROPOLITAN DISTRICT, a Colorado quasi-municipal corporation, being the owner of portions of the property located in the CITY OF COMMERCE CITY, COUNTY OF ADAMS, AND STATE OF COLORADO, do hereby submit this Planned Unit Development Zone Document Amendment #5 and agree to perform under the terms noted herein.

REUNION METROPOLITAN DISTRICT, a Colorado quasi-municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SHEA HOMES LIMITED PARTNERSHIP a California limited partnership, being the owner of portions of the property located in the CITY OF COMMERCE CITY, COUNTY OF ADAMS, AND STATE OF COLORADO, dhereby submit this Planned Unit Development Zone Document Amendment #5 and agree to perform under the terms noted herein.

SHEA HOMES LIMITED PARTNERSHIP

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CLAYTON PROPERTIES GROUP II, INC., a Colorado corporation, being the owner of portions of the property located in the CITY OF COMMERCE CITY, COUNTY OF ADAMS, AND STATE OF COLORADO, do hereby submit this Planned Unit Development Zone Document Amendment #5 and agree to perform under the terms noted herein.

CLAYTON PROPERTIES GROUP II, INC., a Colorado corporation,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGEMENT:

STATE OF COLORADO )  
CITY AND ) SS  
COUNTY OF DENVER )

THE FOREGOING OWNERSHIP CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018 BY \_\_\_\_\_ AS \_\_\_\_\_ FOR DIBC BUFFALO HILLS RANCH, A COLORADO LIMITED LIABILITY COMPANY.

NOTARY PUBLIC \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

ACKNOWLEDGEMENT:

STATE OF COLORADO )  
CITY AND ) SS  
COUNTY OF DENVER )

THE FOREGOING OWNERSHIP CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018 BY \_\_\_\_\_ AS \_\_\_\_\_ FOR FFP-DIA, LLC, A COLORADO LIMITED LIABILITY COMPANY.

NOTARY PUBLIC \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

ACKNOWLEDGEMENT:

STATE OF COLORADO )  
CITY AND ) SS  
COUNTY OF DENVER )

THE FOREGOING OWNERSHIP CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018 BY \_\_\_\_\_ AS \_\_\_\_\_ FOR DIBC 96TH AND POTOMAC, LLC, A COLORADO LIMITED LIABILITY COMPANY.

NOTARY PUBLIC \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

ACKNOWLEDGEMENT:

STATE OF COLORADO )  
CITY AND ) SS  
COUNTY OF DENVER )

THE FOREGOING OWNERSHIP CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018 BY \_\_\_\_\_ AS \_\_\_\_\_ FOR REUNION METROPOLITAN DISTRICT, A COLORADO QUASI-MUNICIPAL CORPORATION.

NOTARY PUBLIC \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

ACKNOWLEDGEMENT:

STATE OF COLORADO )  
CITY AND ) SS  
COUNTY OF DENVER )

THE FOREGOING OWNERSHIP CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018 BY \_\_\_\_\_ AS \_\_\_\_\_ FOR SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP.

NOTARY PUBLIC \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

ACKNOWLEDGEMENT:

STATE OF COLORADO )  
CITY AND ) SS  
COUNTY OF DENVER )

THE FOREGOING OWNERSHIP CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018 BY \_\_\_\_\_ AS \_\_\_\_\_ FOR CLAYTON PROPERTIES GROUP II, INC., A COLORADO CORPORATION.

NOTARY PUBLIC \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

VICINITY MAP, NTS

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
1	COVER SHEET
2	COMPOSITE AREA
3	LEGAL DESCRIPTION
4	LEGAL DESCRIPTION
5	LEGAL DESCRIPTION
6	LEGAL DESCRIPTION
7	PUD
8	PUD
9	PUD
10	PUD
11	PUD
12	PUD
13	LAND USE SCHEDULE
14	DEVELOPMENT STANDARDS
15	LAND USE SUMMARY GENERAL PROVISIONS
16	LAND USE DESIGNATION MATRIX
17	LAND USE DESIGNATION MATRIX
18	STREET SECTIONS
19	STREET SECTIONS

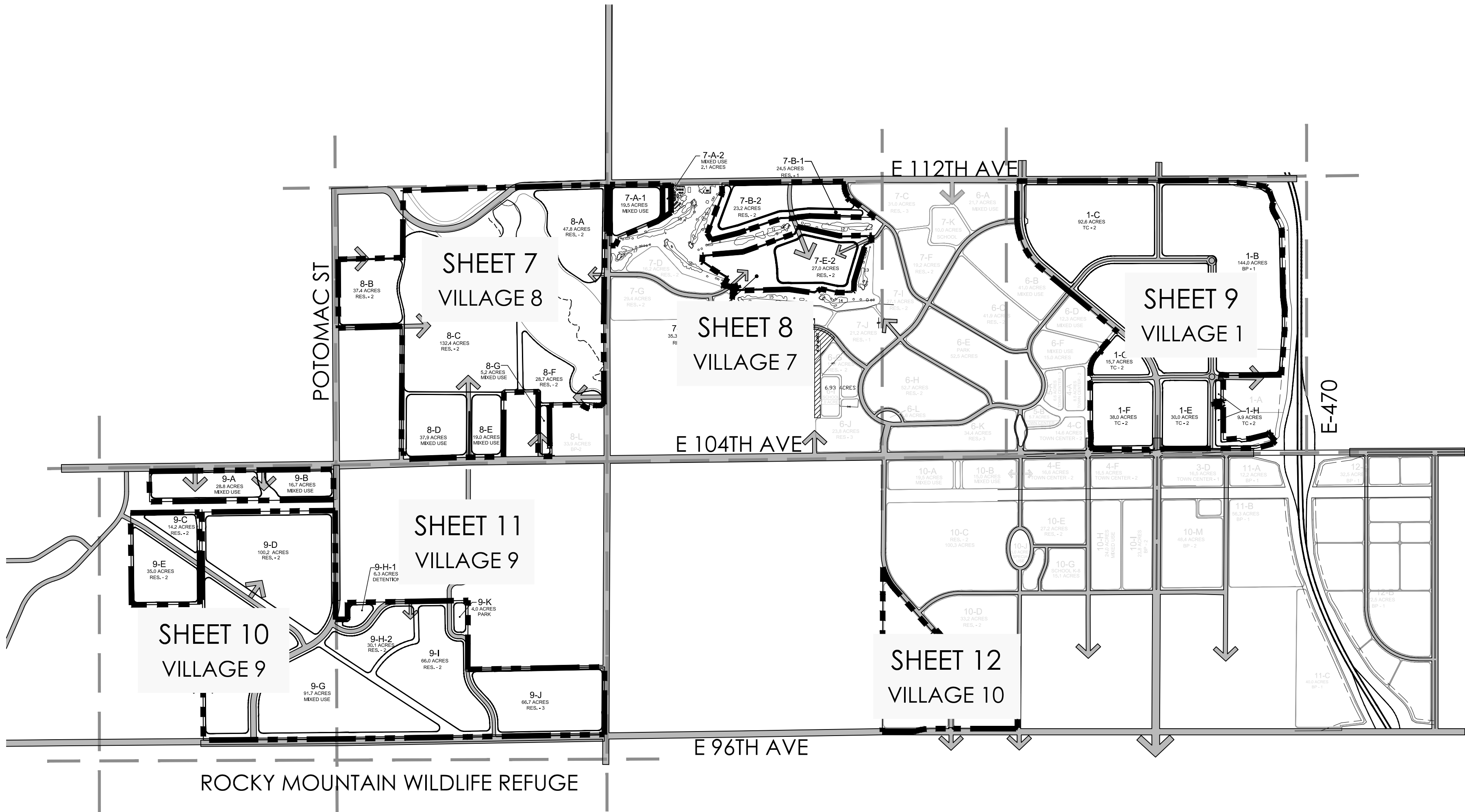
**PURPOSE OF AMENDMENT**  
THE PUD AMENDMENT #1 APPROVED OCTOBER 7, 2002 IS 16 YEARS OLD AND MARKET CONDITIONS ALONG WITH DEVELOPERS HAVE CHANGED. AMENDMENT #5 MODIFIES MOST PROPERTIES THAT ARE UNDEVELOPED AND UNDER THE CONTROL OF CLAYTON PROPERTIES GROUP II. REVISIONS ENCOMPASS ALL OR PORTIONS OF VILLAGE 1,2,3,4,7,8,9 AND 10.

AMENDMENT #5 REVISIONS INCLUDE BUT ARE NOT LIMITED TO:

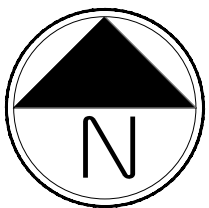
- NORTHEAST QUADRANT OF REUNION PUD WHICH INCLUDES PORTIONS OF VILLAGE 1,2,3, AND 4 COMBINED TO BE VILLAGE 1.
- ROAD NETWORK WITHIN VILLAGE 1 REVISED AND PLANNING AREAS ADJUSTED ACCORDINGLY
- PLANNING AREAS 7B AND 7E SPLIT INTO TWO ZONES FOR EACH. THE GOLF PERIMETER REMAINS R-1 AND THE INTERIOR IS R-2.
- VILLAGE 8 GOLF EXPANSION HAS BEEN REMOVED AND PLANNING AREAS ADJUSTED ACCORDINGLY.
- BLACKHAWK ST. NORTH OF 108TH REMOVED TO ALLOW A CONTIGUOUS ACTIVE ADULT COMMUNITY WITHIN VILLAGE 8.
- VILLAGE 9 POTOMAC ROAD HAS BEEN REALIGNED.
- VILLAGE 9 SCHOOL AND PARK SITES HAVE BEEN ZONED TO RES-2 AND GENERAL LOCATIONS ARE SHOWN. PARK DEDICATIONS THAT MATCH AMENDMENT #1 PUD ARE REQUIRED.
- LAND USES HAVE BEEN REVISED TO MATCH COMMERCE CITY'S LAND USE TABLE.
- MINIMUM LOT SIZES FOR CLUSTER HOMES HAVE BEEN REVISED TO 2,200 SQ.FT. AND HOME SIZES TO 900 SQ.FT.
- SETBACKS REVISED FOR VILLAGE 1.
- ON-STREET PARKING CAN BE COUNTED TOWARDS OFF STREET PARKING IN VILLAGE 1.
- LANDSCAPE REQUIREMENTS FOR MULTI-FAMILY REVISED TO ALLOW FOR URBAN STACKED RESIDENTIAL.
- PORCHES AND ARCHITECTURAL FEATURES SETBACK REVISED TO 5'.

REUNION PUD ZONE DOCUMENT  
AMENDMENT #5 OF THE BUFFALO HILLS RANCH PUD ZONE DOCUMENT  
PORTIONS OF SECTIONS 7, 8, 9, 10, 16 AND 18 OF T.2S., R66W OF THE 6TH P.M.,  
AND A PORTION OF SECTION 13, T.2S., R67W., OF THE 6TH P.M.,  
COUNTY OF ADAMS, CITY OF COMMERCE CITY, STATE OF COLORADO

REUNION  
PUD ZONE DOCUMENT AMENDMENT #5  
CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO



--- MATCHLINES  
--- PUD BOUNDARY



NOT TO SCALE

ISSUE DATE
6/28/2018
REVISION DATES
10/04/2018
11/30/2018
SHEET TITLE
COMPOSITE AREA
SHEET NUMBER
2 of 19



REUNION PUD ZONE DOCUMENT
AMENDMENT #5 OF THE BUFFALO HILLS RANCH PUD ZONE DOCUMENT

PORTIONS OF SECTIONS 7, 8, 9, 10, 16 AND 18 OF T.2S., R66W OF THE 6TH P.M.,
AND A PORTION OF SECTION 13, T.2S., R67W., OF THE 6TH P.M.,
COUNTY OF ADAMS, CITY OF COMMERCE CITY, STATE OF COLORADO

LEGAL DESCRIPTION

PARCEL A

THAT PORTION OF SECTION 7, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN THE COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BASIS OF BEARINGS: THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 7, BEING MONUMENTED AT THE NORTH ONE-SIXTEENTH CORNER OF SAID NORTHWEST ONE-QUARTER OF SECTION 7 AND THE NORTHWEST ONE-SIXTEENTH CORNER OF SAID SECTION 7 BY A 3-1/4" ALUMINUM CAP - P.L.S. NO. 25369, DETERMINED BY GPS OBSERVATION TO BEAR N88°29'23"E PER COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, NAD 83/92.
BEGINNING AT THE NORTHWEST ONE-SIXTEENTH CORNER OF SAID SECTION 7; THENCE N00°23'22"E, ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 7, A DISTANCE OF 1292.11 FEET;
THENCE PARALLEL WITH AND 30.00 FEET SOUTHERLY FROM THE NORTH LINE OF SAID SECTION 7 THE FOLLOWING TWO (2) COURSES:
1. N88°21'23"E A DISTANCE OF 1319.06 FEET;
2. N88°22'14"E A DISTANCE OF 2600.61 FEET;
THENCE PARALLEL WITH AND 30.00 FEET WESTERLY FROM THE EAST LINE OF SAID SECTION 7, S00°45'04"W A DISTANCE OF 934.25 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CHAMBERS STREET AS DESCRIBED IN THE DOCUMENTS RECORDED OCTOBER 11, 2002 UNDER RECEPTION NO. C1036758;
THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE, N89°15'56"W A DISTANCE OF 30.00 FEET;
THENCE CONTINUING ON SAID WESTERLY RIGHT-OF-WAY LINE, AS DESCRIBED IN THE DOCUMENT RECORDED OCTOBER 11, 2002 UNDER RECEPTION NUMBER C1036758, THE DOCUMENT RECORDED FEBRUARY 2, 2017 UNDER RECEPTION NO. 2017000010629, AND THE DOCUMENT RECORDED OCTOBER 23, 2007 UNDER RECEPTION NO. 2007000099509, BEING 60 FEET WESTERLY OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 7 THE FOLLOWING TWO (2) COURSES:
1. S00°45'04"W A DISTANCE OF 1697.52 FEET;
2. S00°10'59"E A DISTANCE OF 1588.58 FEET, TO A POINT ON THE NORTHERLY LINE OF REUNION FILING NO. 32 RECORDED AUGUST 8, 2011 UNDER RECEPTION NO. 2011000050524;
THENCE ON THE NORTHERLY AND WESTERLY LINES OF SAID REUNION FILING NO. 32 THE FOLLOWING NINE (9) COURSES:
1. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 39.27 FEET, TO A POINT OF TANGENT;
2. S89°49'01"W A DISTANCE OF 118.68 FEET, TO A POINT OF CURVE;
3. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 407.50 FEET, A CENTRAL ANGLE OF 19°29'37" AND AN ARC LENGTH OF 138.64 FEET, TO A POINT OF NON-TANGENT;
4. S00°39'46"E A DISTANCE OF 87.26 FEET, TO A POINT OF NON-TANGENT CURVE;
5. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N16°39'01"E, HAVING A RADIUS OF 492.50 FEET, A CENTRAL ANGLE OF 20°33'41" AND AN ARC LENGTH OF 176.74 FEET, TO A POINT OF NON-TANGENT;
6. S89°20'14"W A DISTANCE OF 613.54 FEET;
7. S00°39'46"E A DISTANCE OF 785.33 FEET;
8. N89°20'14"E A DISTANCE OF 40.59 FEET;
9. S00°39'46"E A DISTANCE OF 200.00 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 104TH AVENUE AS DESCRIBED IN THE DOCUMENT RECORDED OCTOBER 23, 2007 UNDER RECEPTION NO. 2007000099509;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, S89°20'14"W, PARALLEL WITH AND 75.00 FEET NORTHERLY FROM THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 7, A DISTANCE OF 269.15 FEET, TO A POINT ON THE WEST LINE OF THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 7;
THENCE N00°12'18"E, ALONG SAID WEST LINE, A DISTANCE OF 1243.46 FEET TO THE SOUTHEAST ONE-SIXTEENTH CORNER OF SAID SECTION 7;
THENCE S88°58'56"W, ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 7, A DISTANCE OF 660.47 FEET;
THENCE S00°24'02"W, ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 7, A DISTANCE OF 1239.43 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 104TH AVENUE;
THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, BEING 75.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 7 THE FOLLOWING TWO (2) COURSES:
1. S89°20'14"W A DISTANCE OF 667.01 FEET;
2. S88°13'16"W A DISTANCE OF 1246.23 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BLACKHAWK STREET;
THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE, THE FOLLOWING THREE (3) COURSES:
1. N44°37'06"W A DISTANCE OF 14.31 FEET;
2. N00°22'54"E A DISTANCE OF 137.76 FEET;
3. N89°37'06"W A DISTANCE OF 40.01 FEET, TO A POINT ON THE WEST LINE OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 7;
THENCE N00°22'46"E, ALONG SAID WEST LINE, A DISTANCE OF 2404.60 FEET TO THE CENTER WEST CORNER OF SAID SECTION 7;
THENCE S88°37'57"W, ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 7, A DISTANCE OF 1225.51 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF POTOMAC STREET;
THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE, N00°21'34"W, PARALLEL WITH AND 55.00 FEET EASTERLY FROM THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 7, A DISTANCE OF 1318.88 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 7;
THENCE N88°29'23"E, ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 7, A DISTANCE OF 1242.85 FEET TO THE POINT OF BEGINNING.
CONTAINING A CALCULATED AREA OF 19,060,042 SQUARE FEET OR 437.5584 ACRES.



REUNION
PUD ZONE DOCUMENT AMENDMENT #5
CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO

ISSUE DATE
6/28/2018
REVISION DATES
10/04/2018
11/30/2018
SHEET TITLE
LEGAL DESCRIPTION
SHEET NUMBER
3 of 19

REUNION PUD ZONE DOCUMENT
AMENDMENT #5 OF THE BUFFALO HILLS RANCH PUD ZONE DOCUMENT

PORTIONS OF SECTIONS 7, 8, 9, 10, 16 AND 18 OF T.2S., R66W OF THE 6TH P.M.,
AND A PORTION OF SECTION 13, T.2S., R67W., OF THE 6TH P.M.,
COUNTY OF ADAMS, CITY OF COMMERCE CITY, STATE OF COLORADO

LEGAL DESCRIPTION

PARCEL B1

A PARCEL OF LAND BEING ALL OF TRACT L, REUNION FILING NO. 9, AS RECORDED JUNE 01, 2005, UNDER RECEPTION NO. 20050601000575310 OF THE RECORDS OF THE ADAMS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE AS WELL AS A PORTION OF THAT PARCEL OF LAND DESCRIBED WITHIN QUIT CLAIM DEED RECORDED UNDER RECEPTION NO. C0365970, IN SAID RECORDS, LOCATED IN THE NORTH HALF OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8 AND CONSIDERING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8 TO BEAR SOUTH 00°09'46" EAST, A DISTANCE OF 2,660.91 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 87°00'35" WEST, A DISTANCE OF 774.06 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF PARKSIDE DRIVE NORTH AS SHOWN ON THE DEDICATION PLAT OF REUNION DISTRICT ROADS - PHASE 3B AS RECORDED AUGUST 01, 2005, UNDER RECEPTION NO. 20050801000810210, IN SAID RECORDS AND THE POINT OF BEGINNING;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING TEN (10) COURSES:

- 1. SOUTH 00°46'09" EAST, A DISTANCE OF 30.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 00°46'09" EAST;
- 2. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET;
- 3. SOUTH 00°46'09" EAST, A DISTANCE OF 39.02 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 338.00 FEET;
- 4. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°10'14", AN ARC LENGTH OF 207.48 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY HAVING A RADIUS OF 20.00 FEET;
- 5. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 82°23'04", AN ARC LENGTH OF 28.76 FEET;
- 6. SOUTH 46°26'40" WEST, A DISTANCE OF 12.98 FEET;
- 7. SOUTH 43°33'20" EAST, A DISTANCE OF 66.00 FEET;
- 8. NORTH 46°26'40" EAST, A DISTANCE OF 14.64 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 20.00 FEET;
- 9. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 80°21'16", AN ARC LENGTH OF 28.05 FEET;
- 10. SOUTH 53°12'03" EAST, A DISTANCE OF 555.41 FEET TO THE NORTHEASTERLY CORNER OF TRACT E, REUNION FILING NO. 21 AS RECORDED SEPTEMBER 26, 2005, UNDER RECEPTION NO. 20050926001046700, IN SAID RECORDS;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID TRACT E AND THE NORTHERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED WITHIN THE SPECIAL WARRANTY DEED RECORDED ON FEBRUARY 14, 1995, IN BOOK 4466 AT PAGE 733, IN SAID RECORDS, THE FOLLOWING FOUR (4) COURSES:

- 1. NORTH 89°16'04" WEST, A DISTANCE OF 590.77 FEET;
  - 2. NORTH 88°10'52" WEST, A DISTANCE OF 652.64 FEET;
  - 3. SOUTH 84°36'45" WEST, A DISTANCE OF 245.38 FEET;
  - 4. SOUTH 67°08'39" WEST, A DISTANCE OF 25.76 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1468.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 78°48'53" EAST;
- THENCE DEPARTING SAID NORTHERLY BOUNDARY, SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°07'40", AN ARC LENGTH OF 182.62 FEET TO THE NORTHERLY BOUNDARY OF AN EXCEPTION PARCEL OF LAND AS DESCRIBED WITHIN SAID SPECIAL WARRANTY DEED RECORDED IN BOOK 4466 AT PAGE 733;
- THENCE ALONG THE NORTHERLY, EASTERLY AND SOUTHERLY BOUNDARIES OF SAID SPECIAL WARRANTY DEED THE FOLLOWING FOURTEEN (14) COURSES:
- 1. SOUTH 77°39'46" EAST, A DISTANCE OF 808.12 FEET;
  - 2. NORTH 89°20'17" EAST, A DISTANCE OF 592.61 FEET;
  - 3. NORTH 83°33'50" EAST, A DISTANCE OF 29.13 FEET;

- 4. SOUTH 01°27'18" WEST, A DISTANCE OF 147.99 FEET;
- 5. SOUTH 87°27'32" WEST, A DISTANCE OF 27.76 FEET;
- 6. SOUTH 64°14'08" WEST, A DISTANCE OF 108.39 FEET;
- 7. SOUTH 16°50'49" WEST, A DISTANCE OF 722.67 FEET;
- 8. SOUTH 02°11'23" WEST, A DISTANCE OF 182.54 FEET;
- 9. SOUTH 51°35'00" WEST, A DISTANCE OF 50.87 FEET;
- 10. NORTH 89°21'26" WEST, A DISTANCE OF 289.89 FEET;
- 11. NORTH 77°40'47" WEST, A DISTANCE OF 312.20 FEET;
- 12. SOUTH 56°04'45" WEST, A DISTANCE OF 139.08 FEET;
- 13. NORTH 81°55'39" WEST, A DISTANCE OF 504.01 FEET;
- 14. SOUTH 88°33'41" WEST, A DISTANCE OF 830.64 FEET TO THE EASTERLY BOUNDARY TRACT J OF SAID PLAT OF REUNION FILING NO. 9;

THENCE ALONG THE EASTERLY, NORTHERLY AND WESTERLY BOUNDARIES OF SAID TRACT J THE FOLLOWING FIVE (5) COURSES:

- 1. NORTH 00°04'52" EAST, A DISTANCE OF 67.56 FEET;
- 2. NORTH 22°59'01" EAST, A DISTANCE OF 83.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 250.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 22°59'01" EAST;
- 3. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°35'19", AN ARC LENGTH OF 11.29 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 10.00 FEET;
- 4. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°56'48", AN ARC LENGTH OF 14.30 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 250.00 FEET;
- 5. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°55'19", AN ARC LENGTH OF 178.56 FEET TO THE SOUTHERLY MOST CORNER OF SAID TRACT L;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT L, NORTH 15°27'09" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHERLY BOUNDARY OF TRACT K, OF SAID PLAT OF REUNION FILING NO. 9 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 200.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 15°27'10" WEST;

THENCE ALONG THE SOUTHERLY, EASTERLY AND NORTHERLY BOUNDARIES OF SAID TRACT K THE FOLLOWING SEVEN (7) COURSES:

- 1. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°48'19", AN ARC LENGTH OF 142.44 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 10.00 FEET;
- 2. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 82°41'49", AN ARC LENGTH OF 14.43 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 250.00 FEET;
- 3. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°32'17", AN ARC LENGTH OF 146.34 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 10.00 FEET;
- 4. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 77°39'05", AN ARC LENGTH OF 13.55 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 375.00 FEET;
- 5. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°58'04", AN ARC LENGTH OF 163.41 FEET;
- 6. NON-TANGENT TO SAID CURVE, SOUTH 21°53'59" WEST, A DISTANCE OF 106.80 FEET;
- 7. SOUTH 72°22'41" WEST, A DISTANCE OF 26.94 FEET TO SAID NORTHERLY BOUNDARY OF AN EXCEPTION PARCEL OF LAND AS DESCRIBED WITHIN SAID SPECIAL WARRANTY DEED RECORDED IN BOOK 4466 AT PAGE 733;

THENCE ALONG THE SOUTHERLY, WESTERLY AND NORTHERLY BOUNDARIES OF SAID EXCEPTION PARCEL THE FOLLOWING SIX (6) COURSES:

- 1. NORTH 59°03'18" WEST, A DISTANCE OF 260.21 FEET;
- 2. NORTH 55°55'20" WEST, A DISTANCE OF 322.39 FEET;
- 3. NORTH 04°36'06" EAST, A DISTANCE OF 128.81 FEET;
- 4. NORTH 85°17'29" EAST, A DISTANCE OF 776.77 FEET;
- 5. NORTH 70°21'09" EAST, A DISTANCE OF 1051.88 FEET;
- 6. NORTH 22°23'43" EAST, A DISTANCE OF 74.35 FEET;

THENCE DEPARTING SAID EXCEPTION PARCEL, NORTH 19°38'51" WEST, A DISTANCE OF 5.45 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1532.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°23'13", AN ARC LENGTH OF 224.25 FEET TO NORTHERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED WITHIN THE SPECIAL WARRANTY DEED RECORDED ON FEBRUARY 14, 1995, IN BOOK 4466 AT PAGE 733;

THENCE ALONG THE NORTHERLY AND EASTERLY BOUNDARIES OF SAID SPECIAL WARRANTY DEED RECORDED IN BOOK 4466 AT PAGE 733 THE FOLLOWING SIX (6) COURSES:

- 1. SOUTH 88°37'59" WEST, A DISTANCE OF 218.62 FEET;
- 2. SOUTH 71°25'57" WEST, A DISTANCE OF 859.14 FEET;
- 3. SOUTH 75°55'09" WEST, A DISTANCE OF 551.42 FEET;
- 4. NORTH 30°47'13" WEST, A DISTANCE OF 144.19 FEET;
- 5. NORTH 20°26'48" EAST, A DISTANCE OF 823.97 FEET;
- 6. NORTH 01°49'17" WEST, A DISTANCE OF 196.64 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF EAST 112<sup>TH</sup> AVENUE, SAID POINT BEING 30.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 8;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND PARALLEL WITH SAID NORTH LINE, NORTH 89°13'51" EAST, A DISTANCE OF 2,328.37 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 108.060 ACRES, (4,707,107 SQUARE FEET), MORE OR LESS.

PARCEL B2

A PARCEL OF LAND BEING A PORTION OF PARCEL B - AS SURVEYED AS SHOWN ON THE ALTA/ACSM LAND TITLE SURVEY RECORDED IN BOOK 1 AT PAGE 1644 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE S45°00'33"E A DISTANCE OF 41.87 FEET, TO THE POINT OF BEGINNING;

THENCE ON A LINE BEING 30.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8, N89°13'51"E A DISTANCE OF 1167.85 FEET, TO A POINT ON THE WESTERLY LINE OF THE PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED RECORDED FEBRUARY 14, 1995 IN BOOK 4466 AT PAGE 733;

THENCE ON SAID WESTERLY LINE THE FOLLOWING SIX (6) COURSES:

- 1. S00°20'50"E A DISTANCE OF 554.59 FEET
- 2. S57°21'21"W A DISTANCE OF 313.50 FEET;
- 3. S67°47'22"W A DISTANCE OF 803.42 FEET;
- 4. S03°31'26"W A DISTANCE OF 35.27 FEET;
- 5. S26°07'51"W A DISTANCE OF 140.18 FEET;
- 6. S88°11'36"W A DISTANCE OF 114.89 FEET;

THENCE ON A LINE BEING 30.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8, N00°45'04"E A DISTANCE OF 1176.49 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1,008,982 SQUARE FEET OR 23.1630 ACRES.



REUNION PUD ZONE DOCUMENT AMENDMENT #5

CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO

ISSUE DATE
6/28/2018
REVISION DATES
10/04/2018
11/30/2018
SHEET TITLE
LEGAL DESCRIPTION
SHEET NUMBER



REUNION PUD ZONE DOCUMENT
AMENDMENT #5 OF THE BUFFALO HILLS RANCH PUD ZONE DOCUMENT

PORTIONS OF SECTIONS 7, 8, 9, 10, 16 AND 18 OF T.2S., R66W OF THE 6TH P.M.,
AND A PORTION OF SECTION 13, T.2S., R67W., OF THE 6TH P.M.,
COUNTY OF ADAMS, CITY OF COMMERCE CITY, STATE OF COLORADO

LEGAL DESCRIPTION

PARCEL C	THENCE ON THE NORTHERLY, WESTERLY AND SOUTHERLY LINES OF SAID LOT 1 THE FOLLOWING TWENTY (20) COURSES:	1. N00°35'55"W A DISTANCE OF 31.43 FEET;	12. N39°43'03"E A DISTANCE OF 54.00 FEET;
A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER AND THE EAST HALF OF SECTION 9, THE WEST HALF OF SECTION 10, ALL IN TOWNSHIP 2 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:	1. S89°45'27"W A DISTANCE OF 1059.78 FEET;	2. S89°24'05"W A DISTANCE OF 210.99 FEET, TO A POINT OF CURVE;	13. N50°16'57"W A DISTANCE OF 11.00 FEET, TO A POINT OF CURVE;
BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "LS 23519 1989" IN A RANGE BOX AT THE NORTHEAST CORNER AND A 2" ALUMINUM CAP STAMPED "LS 28649 1997" IN A RANGE BOX AT THE NORTH ONE-QUARTER CORNER, BEING ASSUMED TO BEAR N89°52'27"E A DISTANCE OF 2647.96 FEET.	2. N85°35'53"W A DISTANCE OF 73.96 FEET;	3. ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 9925.00 FEET, A CENTRAL ANGLE OF 01°08'45" AND AN ARC LENGTH OF 198.47 FEET, TO A POINT OF TANGENT;	14. ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 31.42 FEET, TO A POINT OF TANGENT;
COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN;	3. S89°44'55"W A DISTANCE OF 73.37 FEET;	4. N89°27'11"W A DISTANCE OF 400.14 FEET, TO A POINT OF CURVE;	15. N39°43'03"E A DISTANCE OF 107.53 FEET, TO A POINT OF CURVE;
THENCE S68°16'31"W A DISTANCE OF 80.78 FEET, TO THE NORTHEASTERLY CORNER OF PARCEL 1, REUNION FILING NO. 25 RECORDED AUGUST 14, 2015 UNDER RECEPTION NO. 2015000067449 AND THE POINT OF BEGINNING;	4. S00°15'05"E A DISTANCE OF 64.00 FEET;	5. ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 10075.00 FEET, A CENTRAL ANGLE OF 01°08'45" AND AN ARC LENGTH OF 201.47 FEET, TO A POINT OF TANGENT;	16. ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 286.00 FEET, A CENTRAL ANGLE OF 13°15'41" AND AN ARC LENGTH OF 66.20 FEET, TO A POINT OF REVERSE CURVE;
THENCE ON A LINE BEING 30.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, S89°55'23"E A DISTANCE OF 75.05 FEET;	5. N89°47'39"E A DISTANCE OF 79.13 FEET, TO A POINT OF CURVE;	6. S89°24'05"W A DISTANCE OF 75.71 FEET;	17. ON THE ARC OF CURVE TO THE LEFT HAVING A RADIUS OF 164.00 FEET, A CENTRAL ANGLE OF 13°15'41" AND AN ARC LENGTH OF 37.96 TO A POINT OF TANGENT;
THENCE ON A LINE BEING 30.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, N89°52'27"E A DISTANCE OF 2647.96 FEET;	6. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 90°12'21" AND AN ARC LENGTH OF 15.74 FEET, TO A POINT OF TANGENT;	7. N45°18'58"W A DISTANCE OF 56.29 FEET;	18. N39°43'03"E A DISTANCE OF 220.50 FEET, TO A POINT OF CURVE;
THENCE ON A LINE BEING 30.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN, N89°46'55"E A DISTANCE OF 1505.56 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF E-470 DESCRIBED IN THE BARGAIN AND SALE DEED RECORDED OCTOBER 12, 1995 UNDER RECEPTION NO. C0114614;	7. S00°00'00"W A DISTANCE OF 422.86 FEET;	8. N00°02'01"W A DISTANCE OF 27.71 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WALDEN STREET AS SHOWN ON THE E. 105TH AVENUE AND WALDEN STREET RIGHT-OF-WAY DEDICATION PLAT RECORDED MARCH 25, 2004 UNDER RECEPTION NO. 20040325000148850;	19. ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 39.27 FEET, TO A POINT OF NON TANGENT;
THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:	8. S45°00'00"W A DISTANCE OF 28.28 FEET;	THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TEN (10) COURSES:	20. N50°16'57"W A DISTANCE OF 150.00 FEET, TO A POINT ON THE NORTHEASTERLY LINE OF REUNION FILING NO. 26 RECORDED MARCH 31, 2016 UNDER RECEPTION NO. 2016000023934;
1. S00°12'59"E A DISTANCE OF 39.89 FEET;	9. N90°00'00"W A DISTANCE OF 162.02 FEET;	1. N00°02'01"W A DISTANCE OF 73.98 FEET, TO A POINT OF CURVE;	THENCE ON SAID NORTHEASTERLY LINE, N50°16'57"W A DISTANCE OF 990.78 FEET;
2. S82°28'27"E A DISTANCE OF 559.55 FEET;	10. S08°10'46"E A DISTANCE OF 85.87 FEET;	2. ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 136.00 FEET, A CENTRAL ANGLE OF 05°28'28" AND AN ARC LENGTH OF 12.99 FEET, TO A POINT OF TANGENT;	THENCE N50°16'57"W A DISTANCE OF 125.00 FEET, TO A POINT ON THE NORTHEASTERLY LINE OF REUNION FILING NO. 19, AMENDMENT NO. 3 RECORDED MAY 4, 2015 UNDER RECEPTION NO. 2015000032626;
3. S57°07'37"E A DISTANCE OF 25.62 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF E-470 DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED MARCH 6, 2006 UNDER RECEPTION NO. 20060306000226200;	11. S90°00'00"E A DISTANCE OF 149.80 FEET;	3. N05°26'26"E A DISTANCE OF 53.19 FEET, TO A POINT OF CURVE;	THENCE ON SAID NORTHEASTERLY LINE, N50°16'57"W A DISTANCE OF 653.61 FEET, TO A POINT OF CURVE;
THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING FOURTEEN (14) COURSES:	12. S45°00'00"E A DISTANCE OF 28.28 FEET;	4. ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 164.00 FEET, A CENTRAL ANGLE OF 06°50'34" AND AN ARC LENGTH OF 19.59 FEET, TO A POINT OF TANGENT;	THENCE CONTINUING ON SAID LINE, ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1275.00 FEET, A CENTRAL ANGLE OF 09°13'04" AND AN ARC LENGTH OF 205.12 FEET, TO A POINT ON THE EASTERLY LINE OF PARCEL 2, REUNION FILING NO. 25 RECORDED AUGUST 14, 2015 UNDER RECEPTION NO. 2015000067449, SAID POINT BEING A POINT OF COMPOUND CURVE;
1. S20°11'58"W A DISTANCE OF 51.23 FEET;	13. S00°00'00"E A DISTANCE OF 621.69 FEET;	5. N01°24'08"W A DISTANCE OF 68.38 FEET, TO A POINT OF CURVE;	THENCE ON SAID EASTERLY LINE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1275.00 FEET, A CENTRAL ANGLE OF 34°54'01" AND AN ARC LENGTH OF 776.63 TO A POINT ON THE EASTERLY LINE OF LANDMARK DRIVE AS DESCRIBED IN THE DOCUMENT RECORDED AUGUST 1, 2005 UNDER RECEPTION NO. 20050801000810210, SAID POINT BEING A POINT OF COMPOUND CURVE;
2. S57°07'37"E A DISTANCE OF 78.07 FEET; TO A POINT OF NON-TANGENT CURVE;	14. N85°56'04"E A DISTANCE OF 323.62 FEET;	6. ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 164.00 FEET, A CENTRAL ANGLE OF 09°05'31" AND AN ARC LENGTH OF 21.58 FEET, TO A POINT OF TANGENT;	THENCE ON SAID EASTERLY LINE, ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1275.00 FEET, A CENTRAL ANGLE OF 05°20'39" AND AN ARC LENGTH OF 118.92 TO A POINT ON THE EASTERLY LINE OF PARCEL 1, REUNION FILING NO. 25;
3. THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N73°13'05"E, HAVING A RADIUS OF 1667.89 FEET, A CENTRAL ANGLE OF 07°23'51" AND AN ARC LENGTH OF 215.34 FEET, TO A POINT OF NON-TANGENT CURVE;	15. S59°20'00"E A DISTANCE OF 39.49 FEET;	7. N10°29'39"W A DISTANCE OF 33.10 FEET, TO A POINT OF CURVE;	THENCE ON SAID LINE, ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1275.00 FEET, A CENTRAL ANGLE OF 00°53'44" AND AN ARC LENGTH OF 19.93 TO A POINT OF TANGENT;
4. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S80°19'16"E, HAVING A RADIUS OF 184.00 FEET, A CENTRAL ANGLE OF 57°35'12" AND AN ARC LENGTH OF 184.93 FEET, TO A POINT OF NON-TANGENT;	16. N84°26'51"E A DISTANCE OF 151.15 FEET;	8. ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 136.00 FEET, A CENTRAL ANGLE OF 09°05'31" AND AN ARC LENGTH OF 21.58 FEET, TO A POINT OF TANGENT;	THENCE CONTINUING ON SAID LINE, N00°04'31"E A DISTANCE OF 693.54 FEET, TO THE POINT OF BEGINNING.
5. S27°54'31"E A DISTANCE OF 240.61 FEET, TO A POINT OF CURVE;	17. N76°04'55"E A DISTANCE OF 363.80 FEET;	9. N01°24'08"W A DISTANCE OF 161.35 FEET;	CONTAINING A CALCULATED AREA OF 19,751,079 SQUARE FEET OR 453.4224 ACRES.
6. THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 416.00 FEET, A CENTRAL ANGLE OF 26°44'25" AND AN ARC LENGTH OF 194.15 FEET, TO A POINT OF TANGENT;	18. N02°52'34"E A DISTANCE OF 8.92 FEET;	10. N00°02'01"W A DISTANCE OF 24.69 FEET;	
7. S01°10'06"E A DISTANCE OF 1222.22 FEET, TO A POINT OF CURVE;	19. N55°10'51"E A DISTANCE OF 31.49 FEET;	THENCE N00°02'01"W A DISTANCE OF 264.00 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WALDEN STREET AS SHOWN ON DEDICATION PLAT REUNION DISTRICT ROADS - PHASE 3A RECORDED AUGUST 1, 2005 UNDER RECEPTION NO. 20050801000810200;	
8. ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 584.00 FEET, A CENTRAL ANGLE OF 07°29'36" AND AN ARC LENGTH OF 76.38 FEET, TO A POINT OF TANGENT,	20. N79°45'25"E A DISTANCE OF 29.74 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF E-470 DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 20060306000226200;	THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWENTY (20) COURSES:	
9. S08°39'43"E A DISTANCE OF 141.76 FEET, TO A POINT OF CURVE;	THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES:	1. N00°02'01"W A DISTANCE OF 488.39 FEET, TO A POINT OF CURVE;	
10. ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 416.00 FEET, A CENTRAL ANGLE OF 08°40'07" AND AN ARC LENGTH OF 62.94 FEET, TO A POINT OF TANGENT;	1. S13°42'24"W A DISTANCE OF 46.15 FEET, TO A POINT OF NON-TANGENT CURVE;	2. ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 31.42 FEET, TO A POINT OF TANGENT;	
11. S00°00'23"W A DISTANCE OF 104.49 FEET;	2. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S76°17'04"E, HAVING A RADIUS OF 19.04 FEET, A CENTRAL ANGLE OF 55°37'04" AND AN ARC LENGTH OF 18.48 FEET, TO A POINT OF NON-TANGENT;	3. N89°57'59"E A DISTANCE OF 11.00 FEET;	
12. S00°00'49"W A DISTANCE OF 256.40 FEET, TO A POINT OF CURVE;	3. S41°54'40"E A DISTANCE OF 121.54 FEET;	4. N00°02'01"W A DISTANCE OF 54.00 FEET;	
13. ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 301.19 FEET, A CENTRAL ANGLE OF 04°51'31" AND AN ARC LENGTH OF 25.54 FEET, TO A POINT OF NON-TANGENT;	4. S48°41'01"E A DISTANCE OF 14.95 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE DESCRIBED IN THE BARGAIN AND SALE DEED RECORDED OCTOBER 12, 1995 UNDER RECEPTION NO. C0114614;	5. S89°57'59"W A DISTANCE OF 11.00 FEET, TO A POINT OF CURVE;	
14. S04°08'39"W A DISTANCE OF 858.38 FEET, TO A POINT ON THE NORTHERLY LINE OF LOT 1, REUNION FILING NO. 33 RECORDED JANUARY 10, 2007 UNDER RECEPTION NO. 2007000004156;	THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES:	6. ON THE ARC OF A CURVE TO THE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 31.42 FEET, TO A POINT OF TANGENT;	
		7. N00°02'01"W A DISTANCE OF 101.24 FEET, TO A POINT OF CURVE;	
		8. ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 460.00 FEET, A CENTRAL ANGLE OF 39°45'05" AND AN ARC LENGTH OF 319.14 FEET, TO A POINT OF TANGENT;	
		9. N39°43'03"E A DISTANCE OF 70.65 FEET, TO A POINT OF CURVE;	
		10. ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 31.42 FEET, TO A POINT OF TANGENT;	
		11. S50°16'57"E A DISTANCE OF 11.00 FEET;	



REUNION PUD ZONE DOCUMENT AMENDMENT #5

CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO

ISSUE DATE
6/28/2018
REVISION DATES
10/04/2018
11/30/2018
SHEET TITLE
LEGAL DESCRIPTION
SHEET NUMBER
5 of 19



REUNION PUD ZONE DOCUMENT
AMENDMENT #5 OF THE BUFFALO HILLS RANCH PUD ZONE DOCUMENT

PORTIONS OF SECTIONS 7, 8, 9, 10, 16 AND 18 OF T.2S., R66W OF THE 6TH P.M.,
AND A PORTION OF SECTION 13, T.2S., R67W., OF THE 6TH P.M.,
COUNTY OF ADAMS, CITY OF COMMERCE CITY, STATE OF COLORADO

LEGAL DESCRIPTION

PARCEL D

THAT PORTION OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN THE COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 13, BEING MONUMENTED AT THE NORTHEAST CORNER AND THE NORTH ONE- QUARTER CORNER OF SAID SECTION 13 BY A 3-1/4" ALUMINUM CAP IN RANGE BOX - P.L.S. NO. 23516, DETERMINED BY GPS OBSERVATION TO BEAR N89°19'23"E PER COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, NAD 83/92.
COMMENCING AT SAID NORTHEAST CORNER OF SECTION 13, THENCE S38°14'44"W A DISTANCE OF 96.40 FEET TO THE POINT OF BEGINNING;
THENCE ON THE WESTERLY RIGHT-OF-WAY LINE OF POTOMAC STREET AS DESCRIBED IN THE DOCUMENT RECORDED OCTOBER 23, 2007 UNDER RECEPTION NO. 2007000099513 AND THE DOCUMENT RECORDED FEBRUARY 21, 2008 UNDER RECEPTION NO. 2008000013431, BEING PARALLEL WITH AND 60.00 FEET WESTERLY FROM THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 13, S00°14'44"E A DISTANCE OF 586.36 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE PUBLIC SERVICE COMPANY OF COLORADO RIGHT-OF-WAY DESCRIBED IN THE DOCUMENT RECORDED DECEMBER 7, 1962 IN BOOK 1034 AT PAGE 317;
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:
1. S89°21'03"W A DISTANCE OF 2581.30 FEET;
2. S89°21'17"W A DISTANCE OF 954.27 FEET TO THE SOUTHEASTERLY CORNER OF THAT PARCEL OF LAND DESCRIBED IN THE DOCUMENT RECORDED AUGUST 17, 1998 IN BOOK 5433 AT PAGE 186;
THENCE ALONG THE BOUNDARY OF SAID PARCEL OF LAND, N00°31'31"W, PARALLEL WITH AND 365.68 FEET EASTERLY FROM THE WEST LINE OF THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 13, A DISTANCE OF 584.66 FEET;
THENCE ON THE SOUTHERLY LINE OF EAST 104TH AVENUE AS DESCRIBED IN THE DOCUMENT RECORDED MARCH 7, 2007 UNDER RECEPTION NO. 2007000023861, BEING 75.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 13, THE FOLLOWING TWO (2) COURSES:
1. N89°19'43"E A DISTANCE OF 956.21 FEET;
2. N89°19'23"E A DISTANCE OF 2582.22 FEET, TO THE POINT OF BEGINNING;
CONTAINING A CALCULATED AREA OF 2,070,893 SQUARE FEET OR 47.5412 ACRES.
PARCEL E
THAT PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN THE COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 13, BEING MONUMENTED AT THE NORTHEAST CORNER AND THE NORTH ONE- QUARTER CORNER OF SAID SECTION 13 BY A 3-1/4" ALUMINUM CAP IN RANGE BOX - P.L.S. NO. 23516, DETERMINED BY GPS OBSERVATION TO BEAR N89°19'23"E PER COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, NAD 83/92.
BEGINNING AT THE CENTER CORNER OF SAID SECTION 13;
THENCE ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, S89°26'03"W A DISTANCE OF 1314.70 FEET, TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 13;
THENCE ON THE WEST LINE OF SAID EAST HALF, N00°31'31"W A DISTANCE OF 1768.47 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE PUBLIC SERVICE COMPANY OF COLORADO RIGHT-OF-WAY DESCRIBED IN THE DOCUMENT RECORDED DECEMBER 7, 1962 IN BOOK 1034 AT PAGE 317;
THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE, N89°21'17"E A DISTANCE OF 1319.39 FEET, TO A POINT ON THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 13;
THENCE ON SAID EAST LINE, S00°22'24"E A DISTANCE OF 1770.31 FEET, TO THE POINT OF BEGINNING;
CONTAINING A CALCULATED AREA OF 2,330,357 SQUARE FEET OR 53.4976 ACRES.

PARCEL F

THAT PORTION OF THE EAST HALF OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 67 WEST AND A PORTION OF THE SOUTH HALF OF SECTION 18 TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN THE COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 13, BEING MONUMENTED AT THE NORTHEAST CORNER AND THE NORTH ONE- QUARTER CORNER OF SAID SECTION 13 BY A 3-1/4" ALUMINUM CAP IN RANGE BOX - P.L.S. NO. 23516, DETERMINED BY GPS OBSERVATION TO BEAR N89°19'23"E PER COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, NAD 83/92.
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 13, THENCE N45°22'28"W A DISTANCE OF 42.34 FEET, TO THE POINT OF BEGINNING;
THENCE ON A LINE BEING 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 13, S89°30'50"W A DISTANCE OF 2551.80 FEET, TO A POINT ON THE EASTERLY LINE OF THAT PROPERTY DESCRIBED IN RULE AND ORDER RECORDED OCTOBER 20, 2014 UNDER RECEPTION NO. 2014000072387;
THENCE ON SAID EASTERLY LINE, BEING 50.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF THE EAST HALF OF SAID SECTION 13, N00°22'24"W A DISTANCE OF 4384.39 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE PUBLIC SERVICE COMPANY OF COLORADO RIGHT-OF-WAY DESCRIBED IN THE DOCUMENT RECORDED DECEMBER 7, 1962 IN BOOK 1034 AT PAGE 317;
THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE, N89°21'03"E A DISTANCE OF 2560.83 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF POTOMAC STREET;
THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE, BEING 30.00 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 13 THE FOLLOWING TWO (2) COURSES:
1. S00°14'44"E A DISTANCE OF 1773.97 FEET;
2. S00°15'47"E A DISTANCE OF 318.01 FEET;
THENCE N89°44'13"E A DISTANCE OF 30.00 FEET, TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13;
THENCE N88°56'32"E A DISTANCE OF 30.00 FEET, TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN THE DOCUMENT RECORDED AUGUST 17, 1967 IN BOOK 1382 AT PAGE 359 OF THE OFFICIAL ADAMS COUNTY, COLORADO RECORDS;
THENCE ALONG THE BOUNDARY OF SAID PARCEL OF LAND THE FOLLOWING TWO (2) COURSES:
1. N88°56'32"E, PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 18, A DISTANCE OF 170.00 FEET;
2. N00°15'47"W, PARALLEL WITH THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 18, A DISTANCE OF 318.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 18;
THENCE N88°56'32"E, ALONG SAID NORTH LINE, A DISTANCE OF 2318.41 FEET TO THE CENTER ONE-QUARTER CORNER OF SAID SECTION 18;
THENCE S00°18'51"W, ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 18, A DISTANCE OF 1326.86 FEET TO THE CENTER SOUTH ONE-SIXTEENTH CORNER OF SAID SECTION 18;
THENCE N88°57'36"E, ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 18, A DISTANCE OF 2630.94 FEET;
THENCE S00°14'15"W, PARALLEL WITH AND 30.00 FEET WESTERLY FROM THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 18, A DISTANCE OF 1297.62;
THENCE PARALLEL WITH AND 30.00 FEET NORTHERLY FROM THE SOUTH LINE OF SAID SECTION 18 THE FOLLOWING TWO (2) COURSES:
1. S88°58'39"W A DISTANCE OF 2633.33 FEET;
2. S89°04'16"W A DISTANCE OF 2491.46 FEET;
THENCE S89°30'50"W, PARALLEL WITH AND 30.00 FEET NORTHERLY FROM THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 29.77 FEET TO THE POINT OF BEGINNING;
CONTAINING A CALCULATED AREA OF 21,199,042 SQUARE FEET OR 486.6630 ACRES.

PARCEL G

THAT PORTION OF THE WEST HALF OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN IN THE COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, DETERMINED BY GPS OBSERVATION TO BEAR N89°59'37"W AS REFERENCED TO COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE.
COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN;
THENCE ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16, N89°59'37"W A DISTANCE OF 2,020.39 FEET, TO THE POINT OF BEGINNING;
THENCE CONTINUING ON SAID SOUTH LINE, N89°59'37"W A DISTANCE OF 605.96 FEET, TO THE SOUTHWEST CORNER OF SAID SECTION 16;
THENCE ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16, N00°10'08"E A DISTANCE OF 2,640.45 FEET, TO THE WEST QUARTER CORNER OF SAID SECTION 16;
THENCE ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, N00°31'55"E A DISTANCE OF 517.61 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LANDMARK DRIVE AS SHOWN ON THE PLAT OF REUNION FILING NO. 10 RECORDED UNDER RECEPTION NO. C1187430 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT BEING A POINT OF NON-TANGENT CURVE;
THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE, ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N74°35'23"E, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 26°01'38" AND AN ARC LENGTH OF 472.43 FEET, TO A POINT OF TANGENT;
THENCE CONTINUING ON SAID SOUTHERLY RIGHT-OF-WAY LINE, S41°26'16"E A DISTANCE OF 346.68 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LANDMARK DRIVE AS SHOWN ON THE PLAT OF REUNION FILING NO. 16 RECORDED UNDER RECEPTION NO. 2007000010714;
THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE, S41°26'16"E A DISTANCE OF 769.51 FEET, TO A POINT ON THE SOUTHERLY LINE OF THE PLAT OF REUNION FILING NO. 16;
THENCE ON SAID SOUTHERLY LINE THE FOLLOWING FIVE (5) COURSES:
1. N48°33'44"E A DISTANCE OF 80.00 FEET;
2. S41°26'16"E A DISTANCE OF 94.99 FEET, TO A POINT OF CURVE;
3. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,040.00 FEET, A CENTRAL ANGLE OF 11°21'42" AND AN ARC LENGTH OF 206.23 FEET, TO A POINT OF NON-TANGENT;
4. N89°33'21"E A DISTANCE OF 1124.63 FEET;
5. S89°40'06"E A DISTANCE OF 262.39 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF REUNION PARKWAY AS DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NO. 2007000034813;
THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:
1. S00°19'54"W A DISTANCE OF 990.32 FEET, TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 8.00 FEET, A CENTRAL ANGLE OF 43°53'10" AND AN ARC LENGTH OF 6.13 FEET, TO A POINT OF REVERSE CURVE;
3. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 47.50 FEET, A CENTRAL ANGLE OF 87°46'20" AND AN ARC LENGTH OF 72.77 FEET, TO A POINT OF REVERSE CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 8.00 FEET, A CENTRAL ANGLE OF 43°53'10" AND AN ARC LENGTH OF 6.13 FEET, TO A POINT OF TANGENT;
5. S00°19'54"W A DISTANCE OF 584.40 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 96TH AVENUE AS DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NO. 2013000081549;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING NINE (9) COURSES:
1. N89°39'57"W A DISTANCE OF 8.00 FEET, TO A POINT OF NON-TANGENT CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N89°39'57"W, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°40'20" AND AN ARC LENGTH OF 31.30 FEET, TO A POINT OF TANGENT;
3. N89°59'37"W A DISTANCE OF 1193.90 FEET, TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°19'40" AND AN ARC LENGTH OF 31.53 FEET, TO A POINT OF NON-TANGENT;
5. S89°50'33"W A DISTANCE OF 80.00 FEET, TO A POINT OF NON-TANGENT CURVE;
6. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N89°39'57"W, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°40'20" AND AN ARC LENGTH OF 31.30 FEET, TO A POINT OF TANGENT;
7. N89°59'37"W A DISTANCE OF 303.98 FEET, TO A POINT OF CURVE;
8. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1,010.00 FEET, A CENTRAL ANGLE OF 19°34'31" AND AN ARC LENGTH OF 345.07 FEET, TO A POINT OF TANGENT;
9. S70°25'52"W A DISTANCE OF 4.85 FEET, TO THE POINT OF BEGINNING.
CONTAINING A CALCULATED AREA OF 5,123,397 SQUARE FEET OR 117.6170 ACRES.

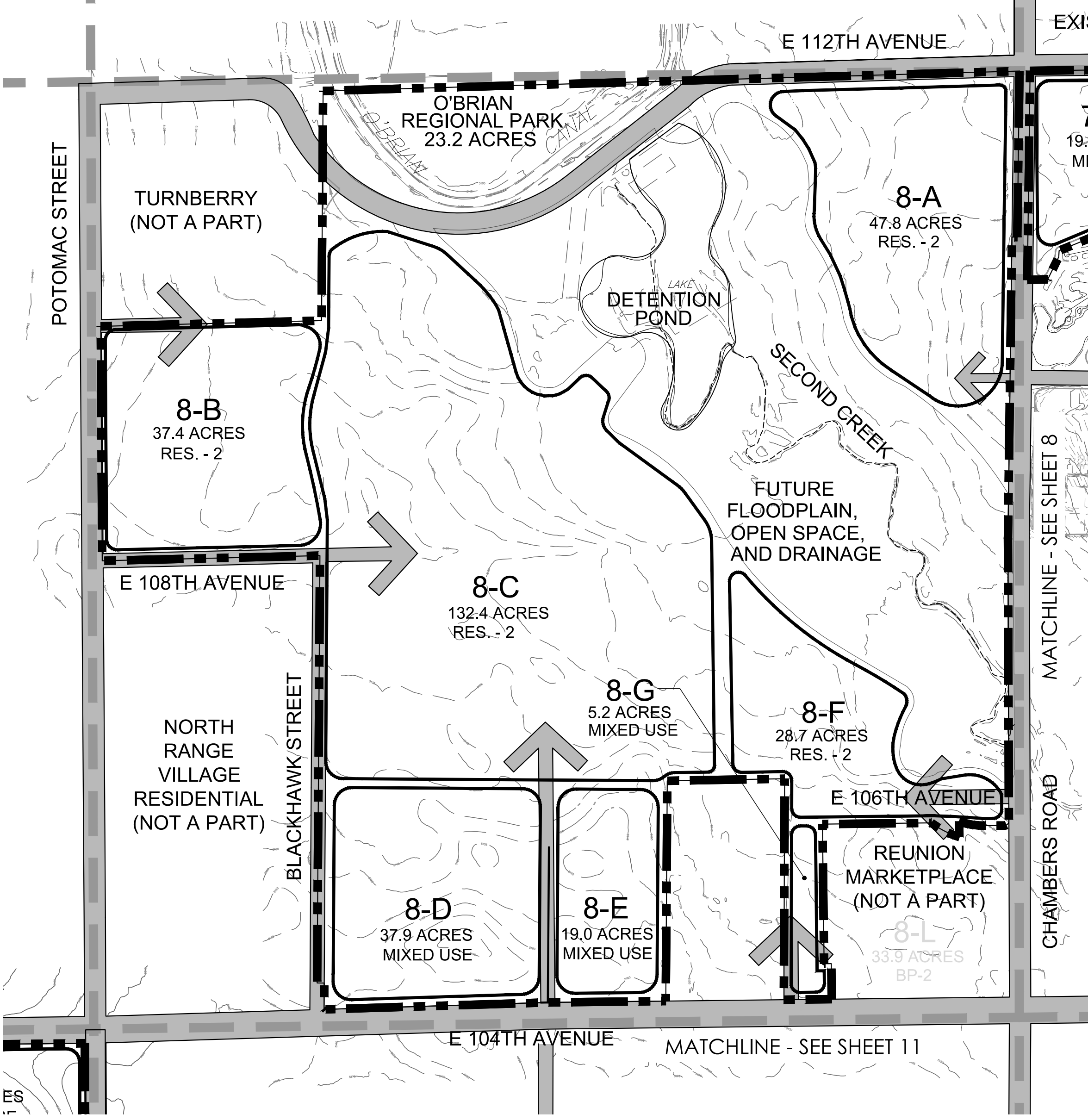
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REUNION PUD ZONE DOCUMENT AMENDMENT #5
CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO
ISSUE DATE 6/28/2018
REVISION DATES 10/04/2018, 11/30/2018
SHEET TITLE
LEGAL DESCRIPTION
SHEET NUMBER 6 of 19



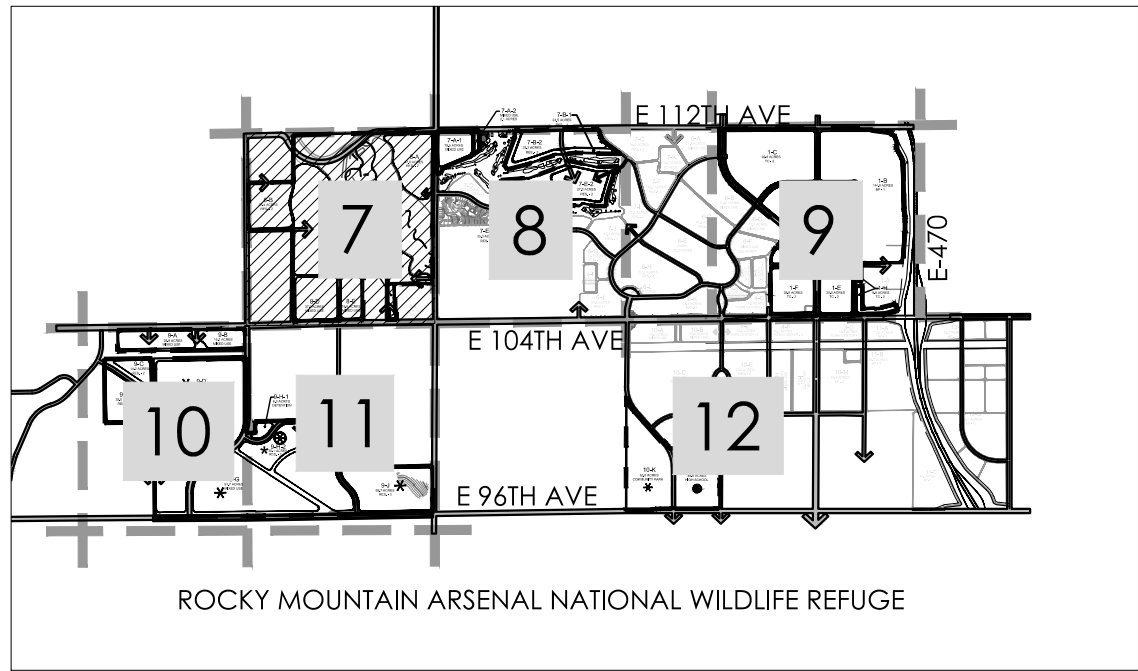
# REUNION PUD ZONE DOCUMENT

## AMENDMENT #5 OF THE BUFFALO HILLS RANCH PUD ZONE DOCUMENT

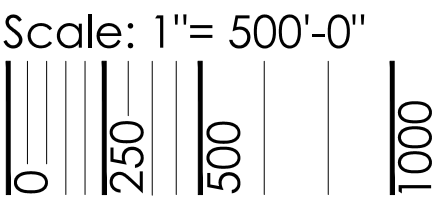
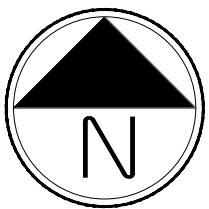
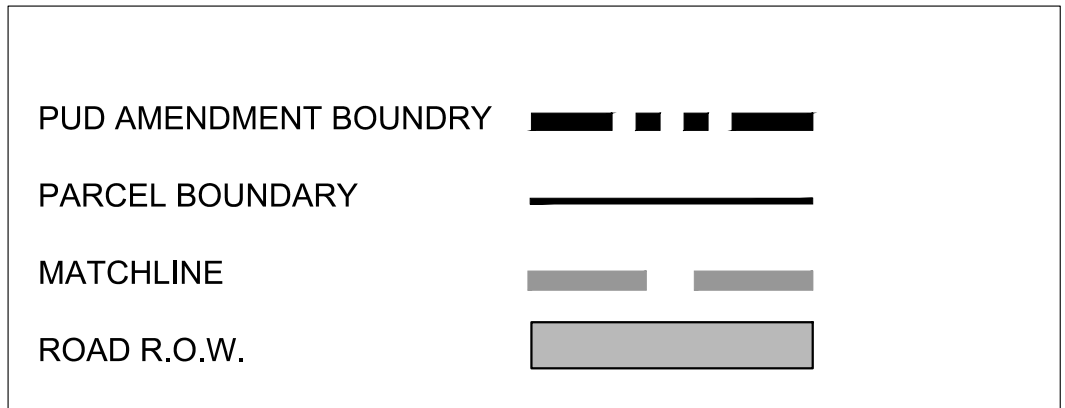
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COUNTY OF ADAMS, CITY OF COMMERCE CITY, STATE OF COLORADO



KEY MAP



LEGEND



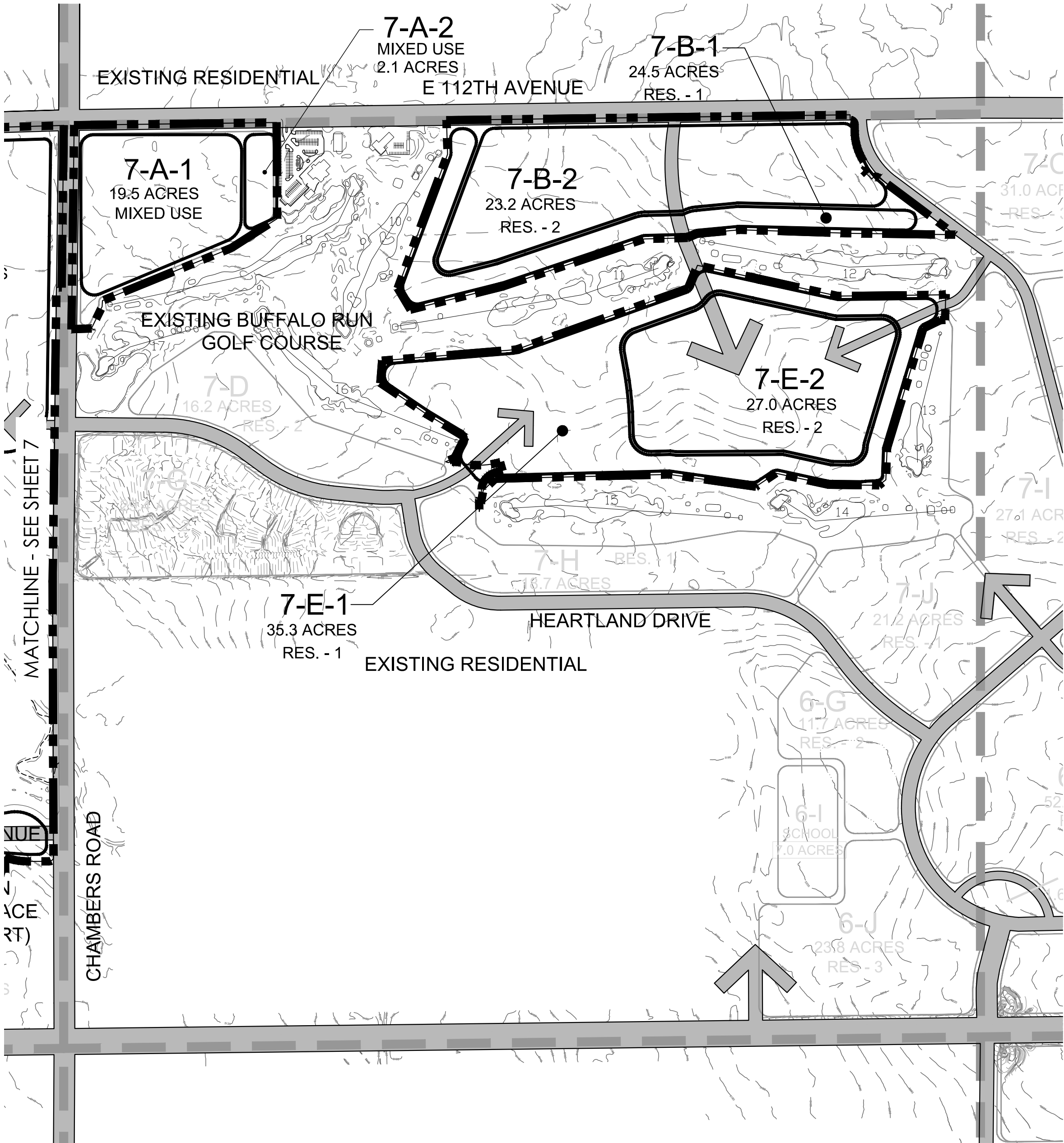
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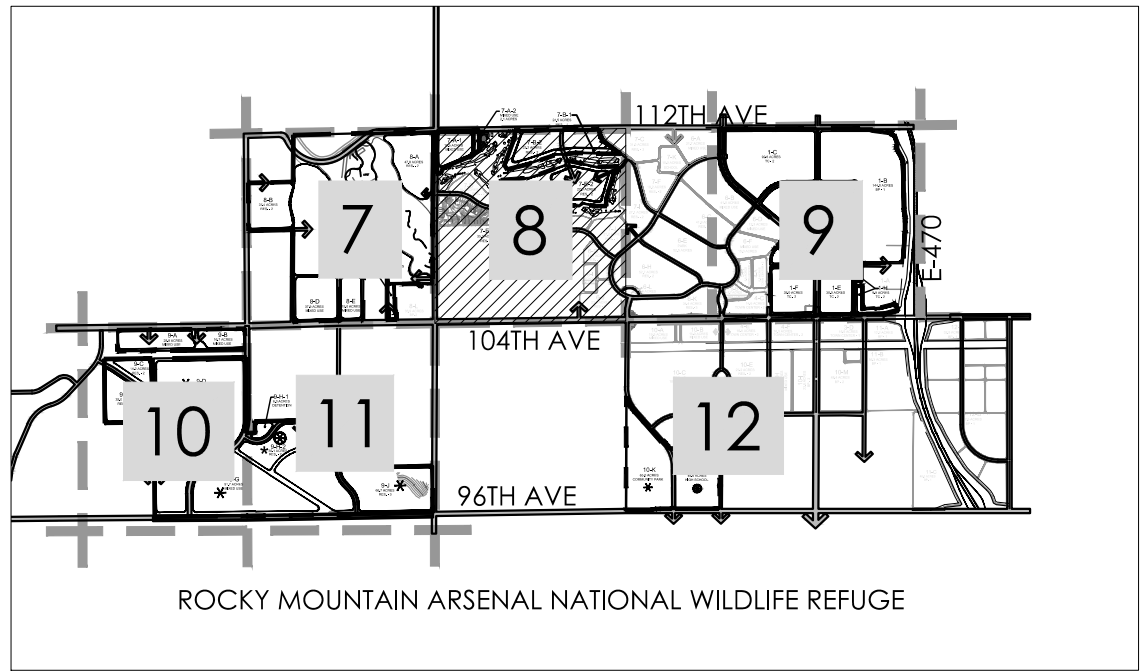
# REUNION PUD ZONE DOCUMENT

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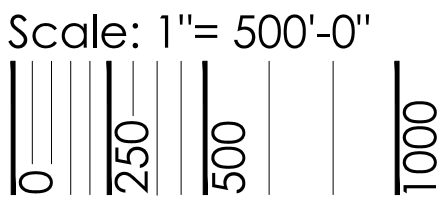
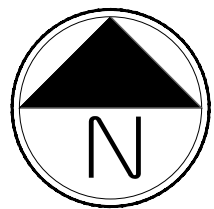
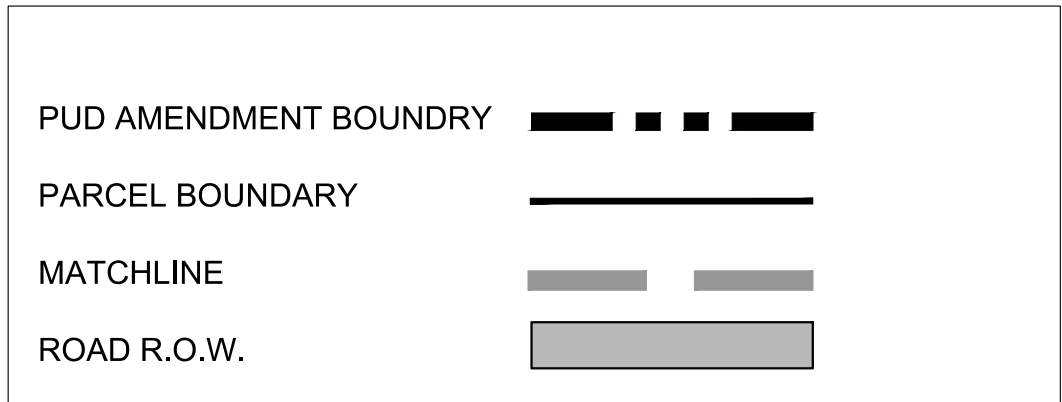
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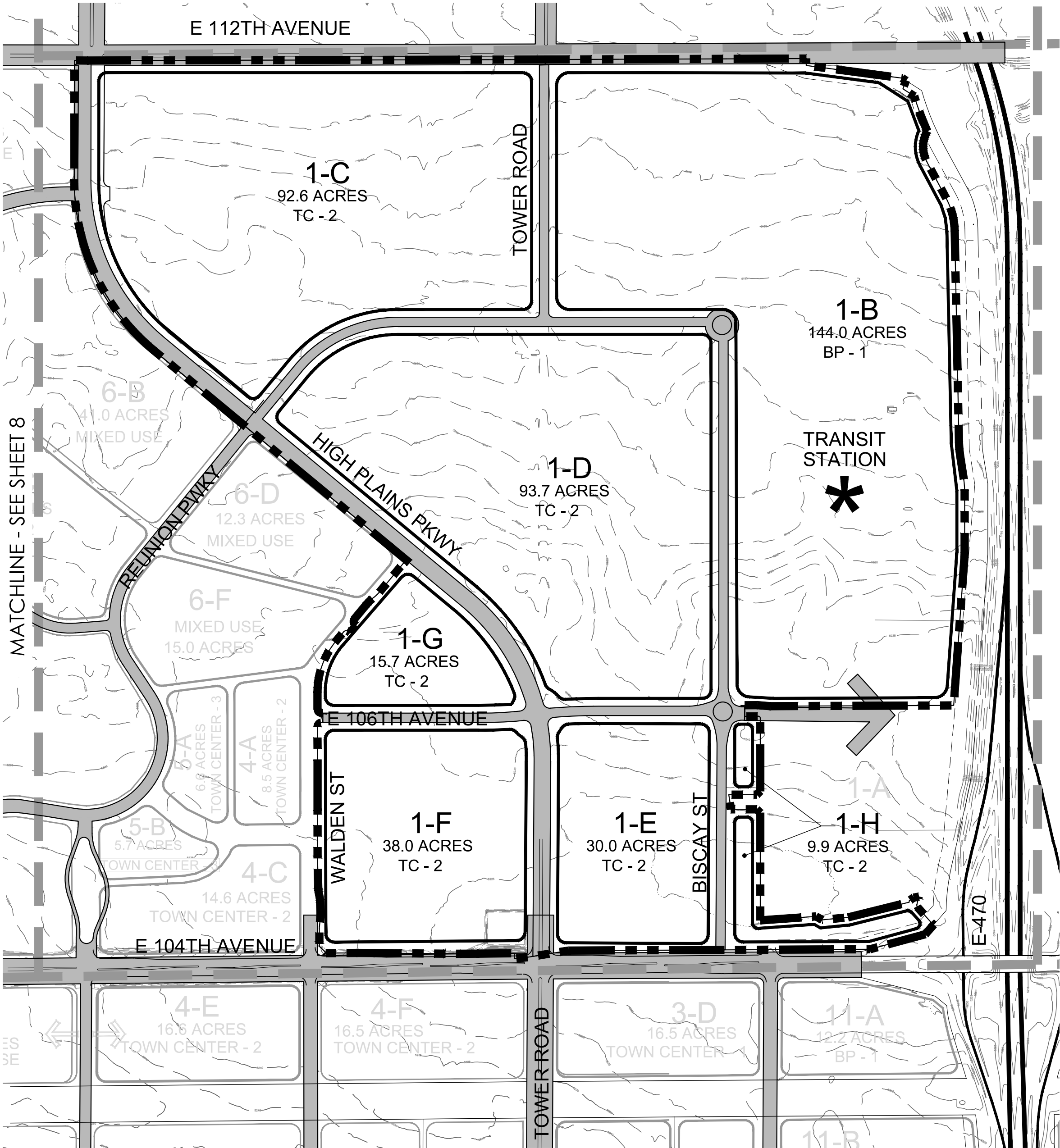
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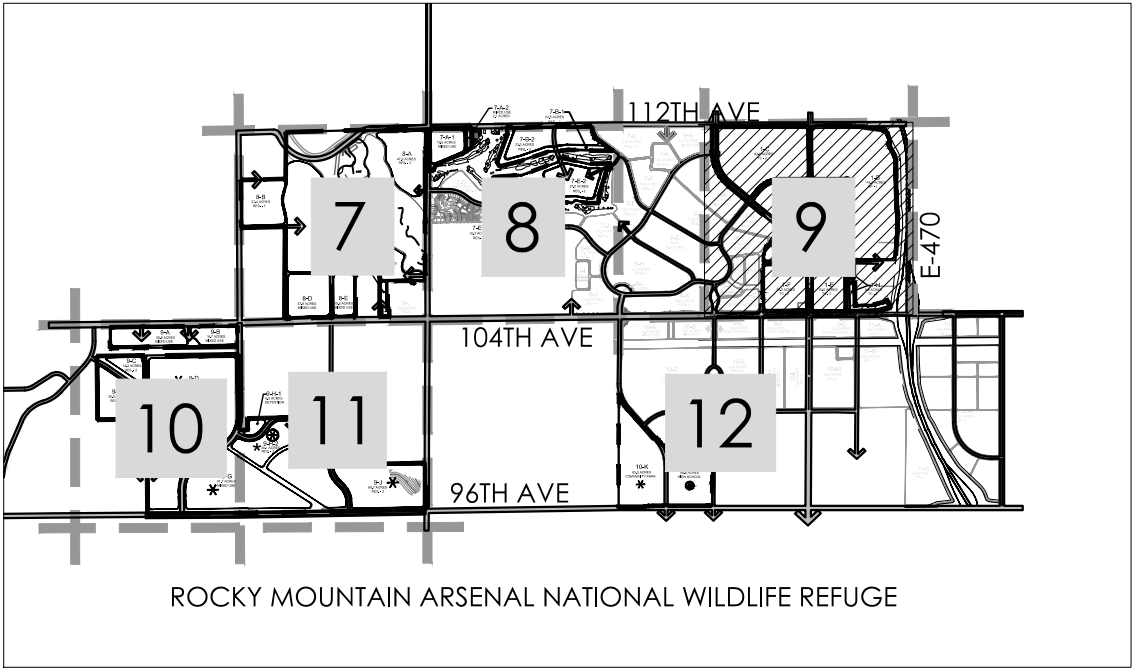
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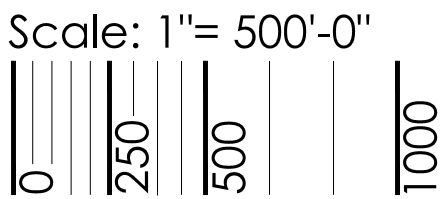
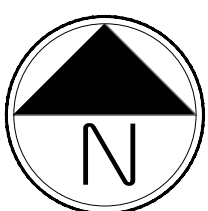
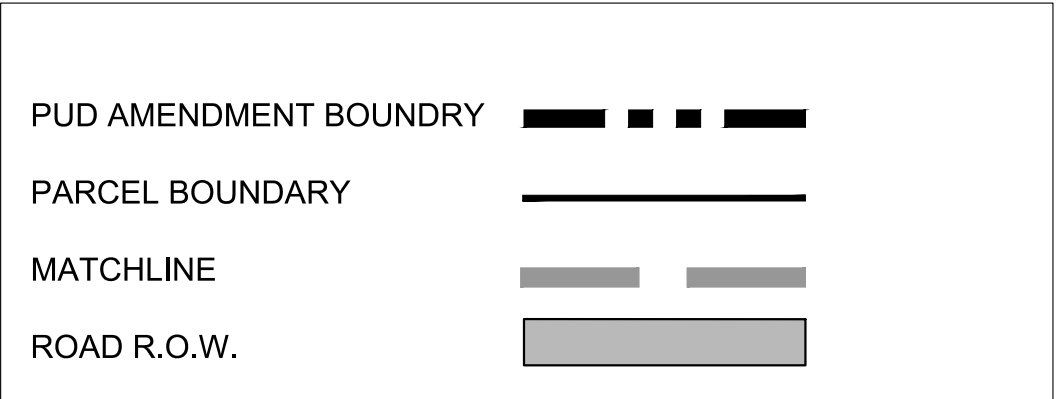
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KEY MAP



LEGEND



# REUNION

## PUD ZONE DOCUMENT AMENDMENT #5

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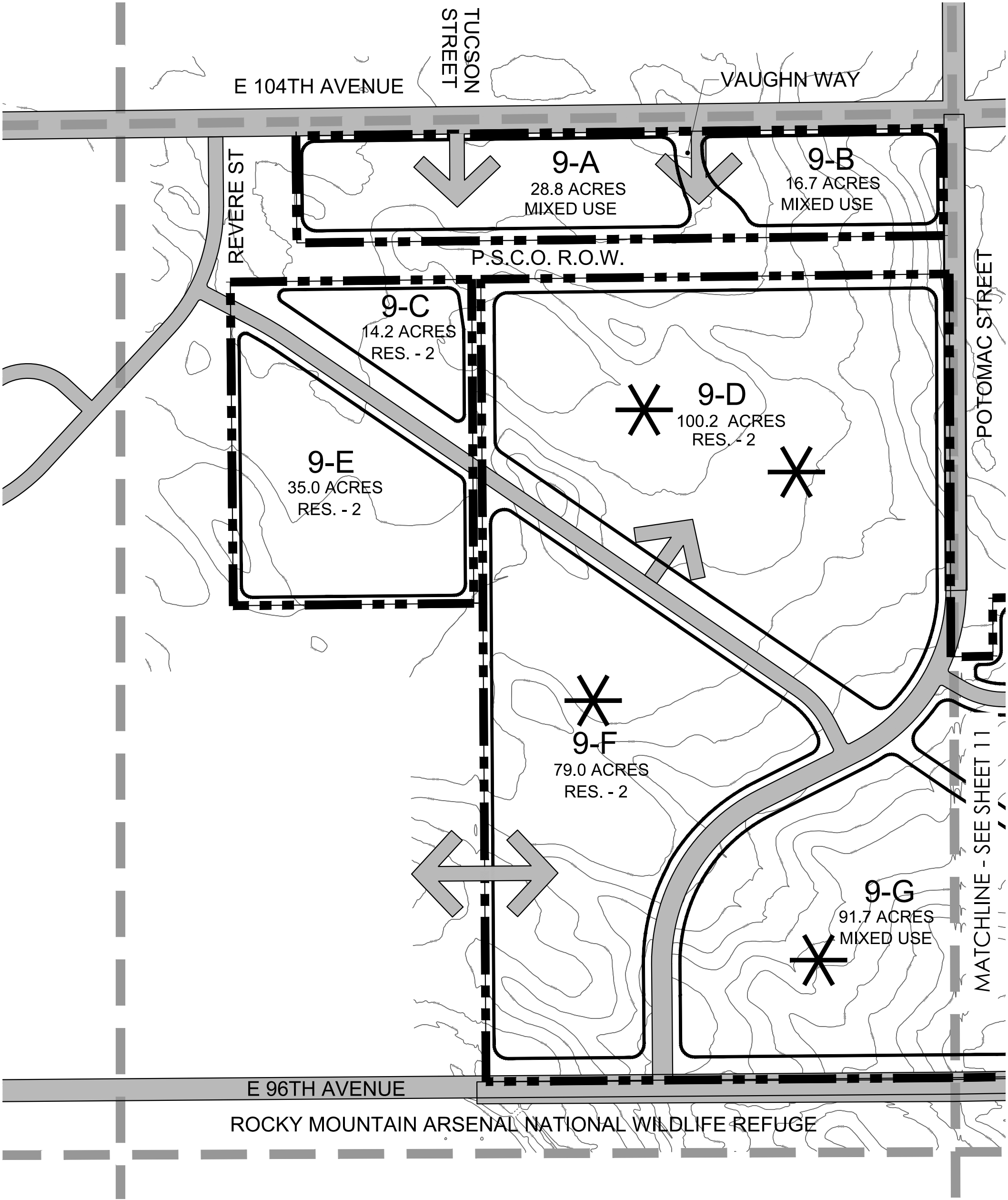
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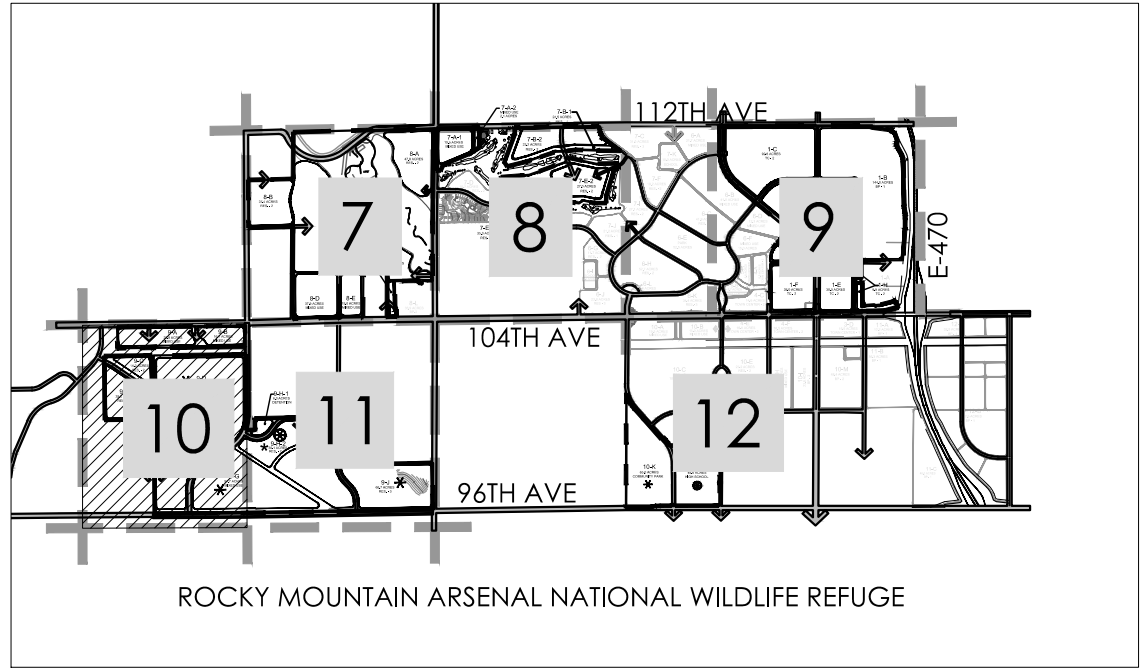
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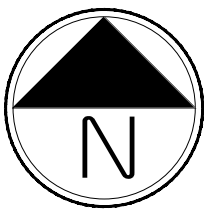


KEY MAP

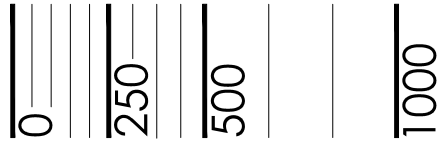


LEGEND

PUD AMENDMENT BOUNDARY	---
PARCEL BOUNDARY	---
MATCHLINE	---
ROAD R.O.W.	---
PARK SITE	*



Scale: 1"= 500'-0"



# REUNION PUD ZONE DOCUMENT AMENDMENT #5

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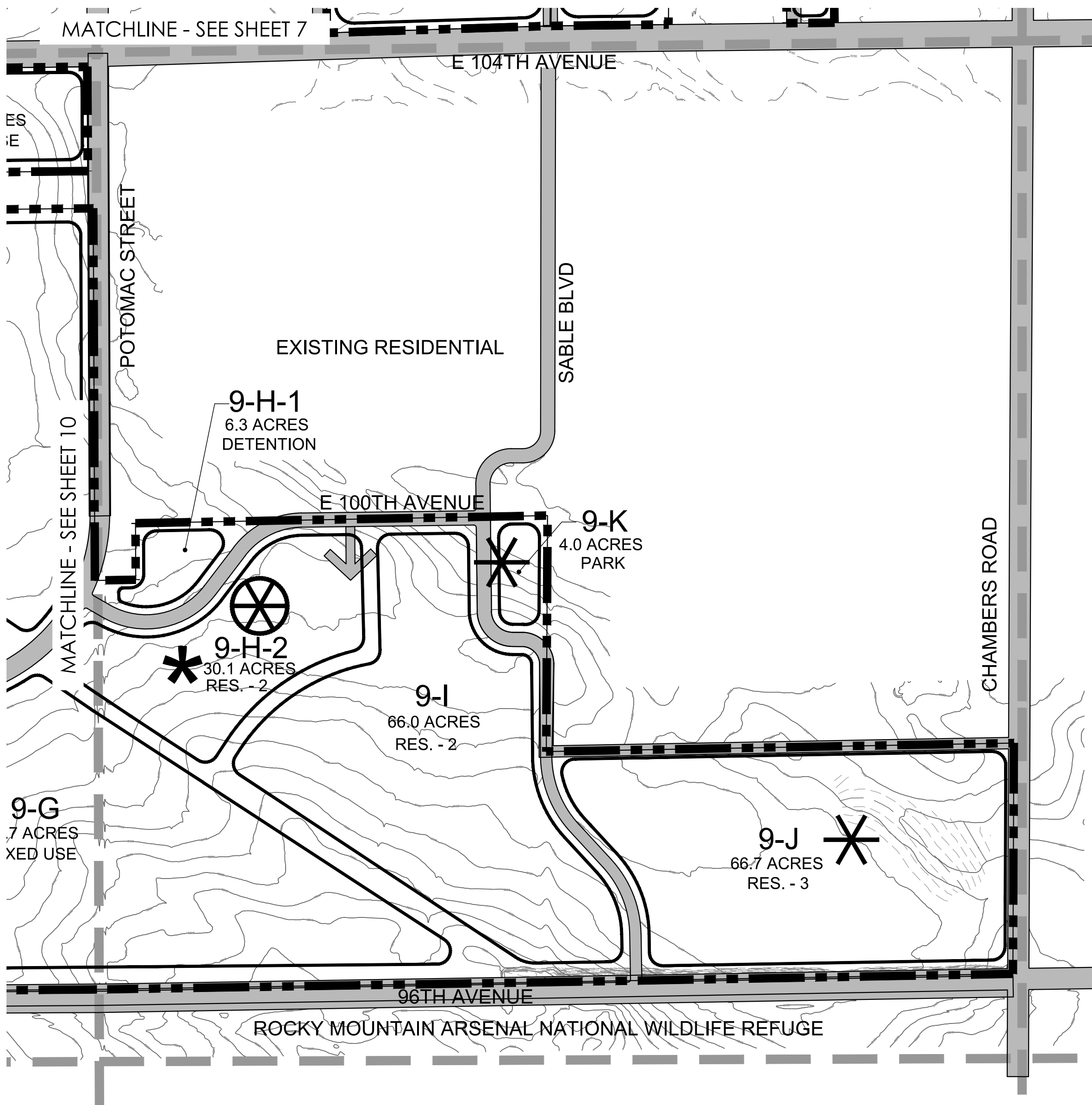
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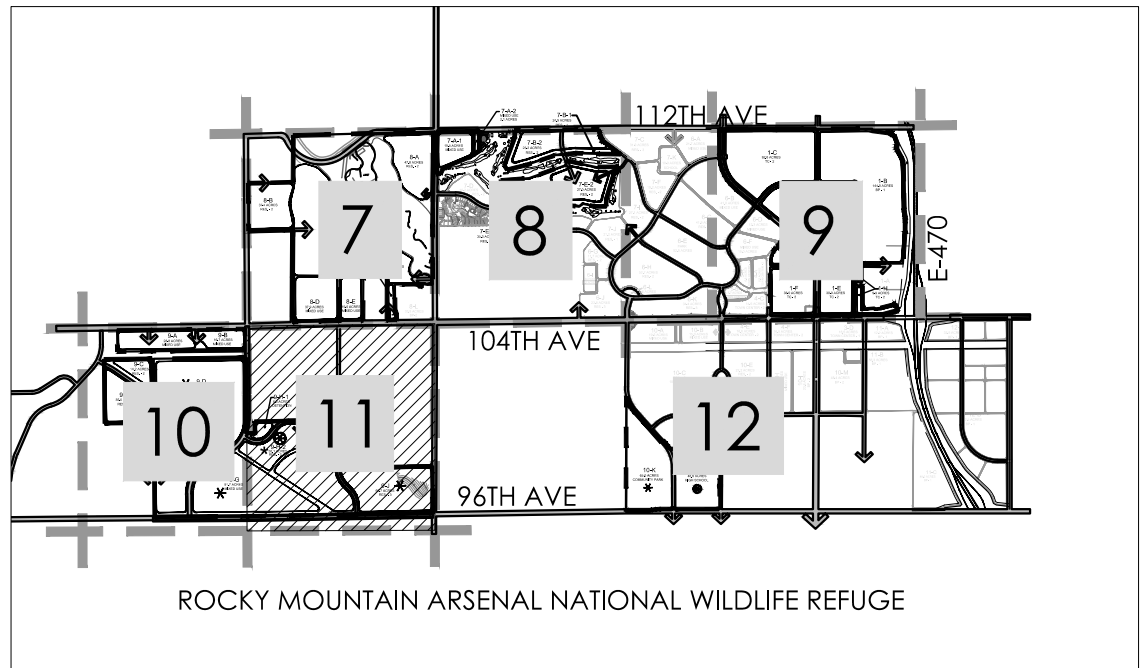
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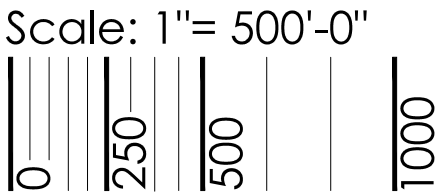
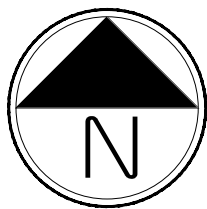
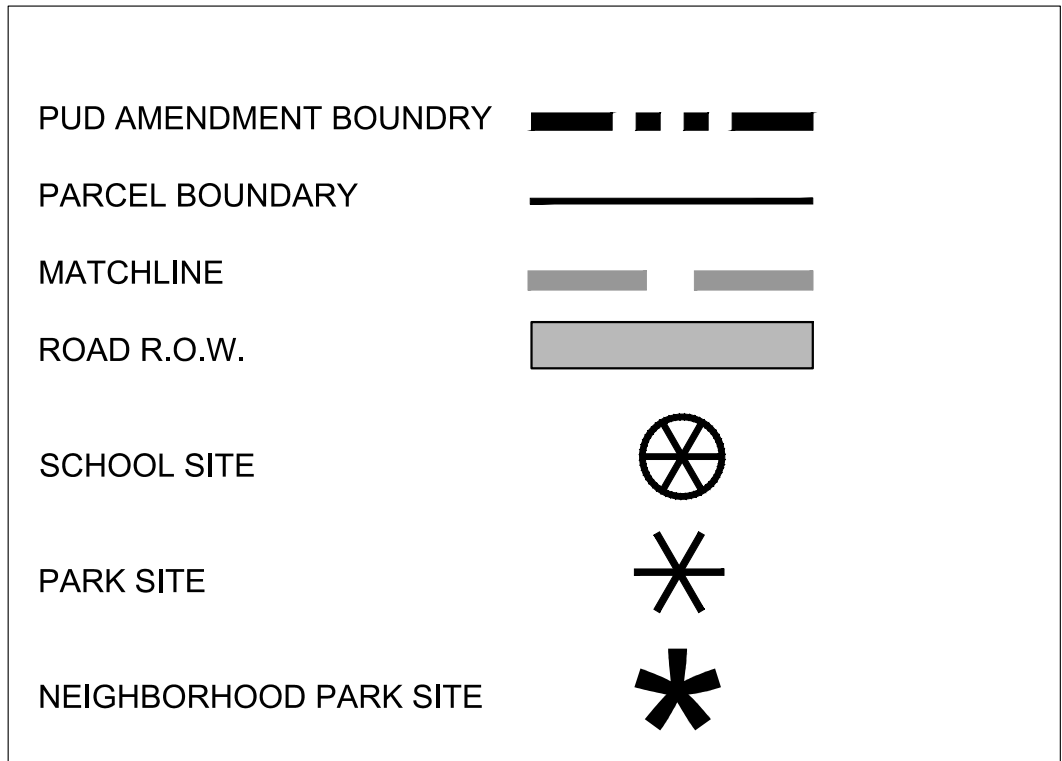
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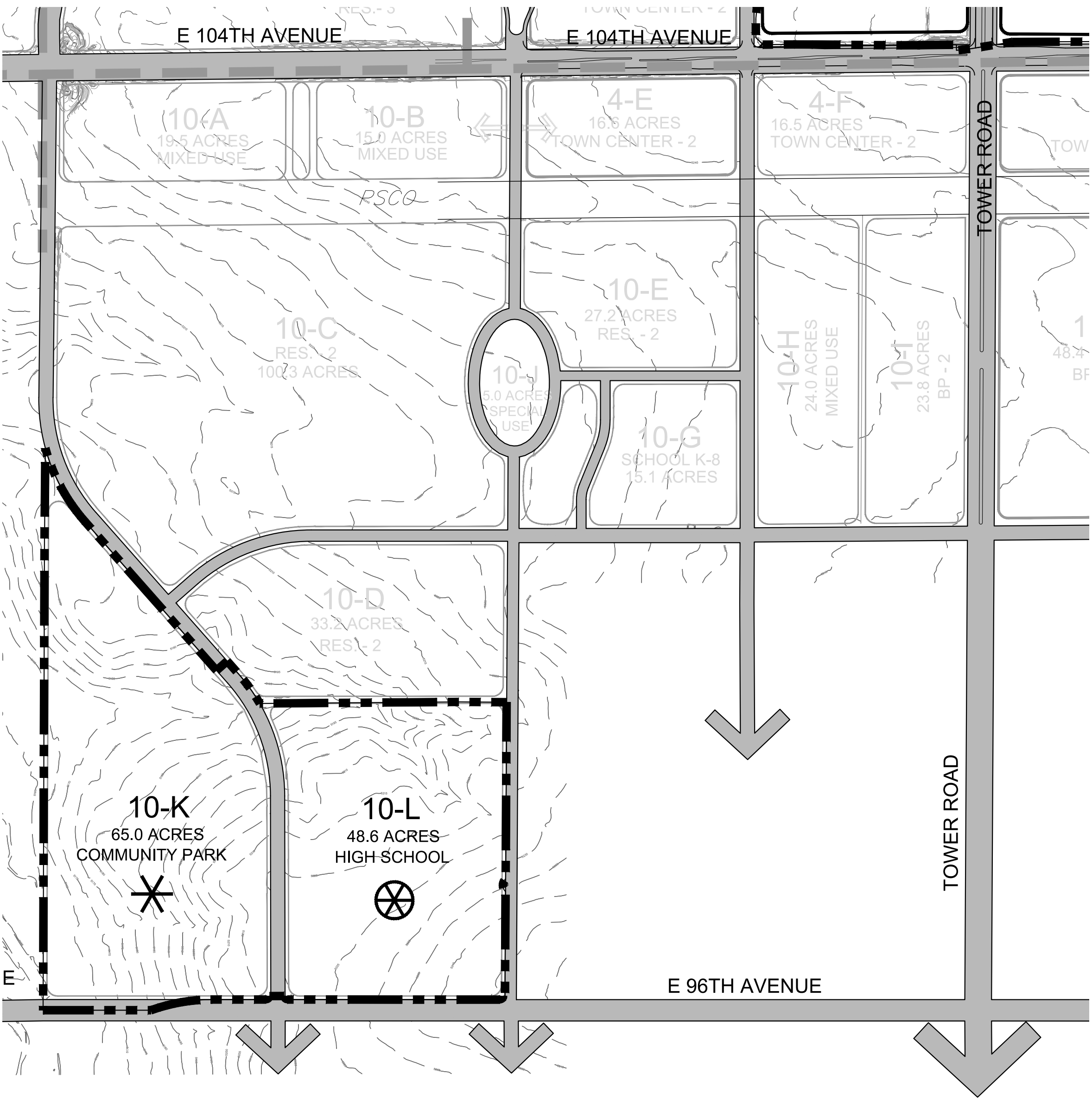
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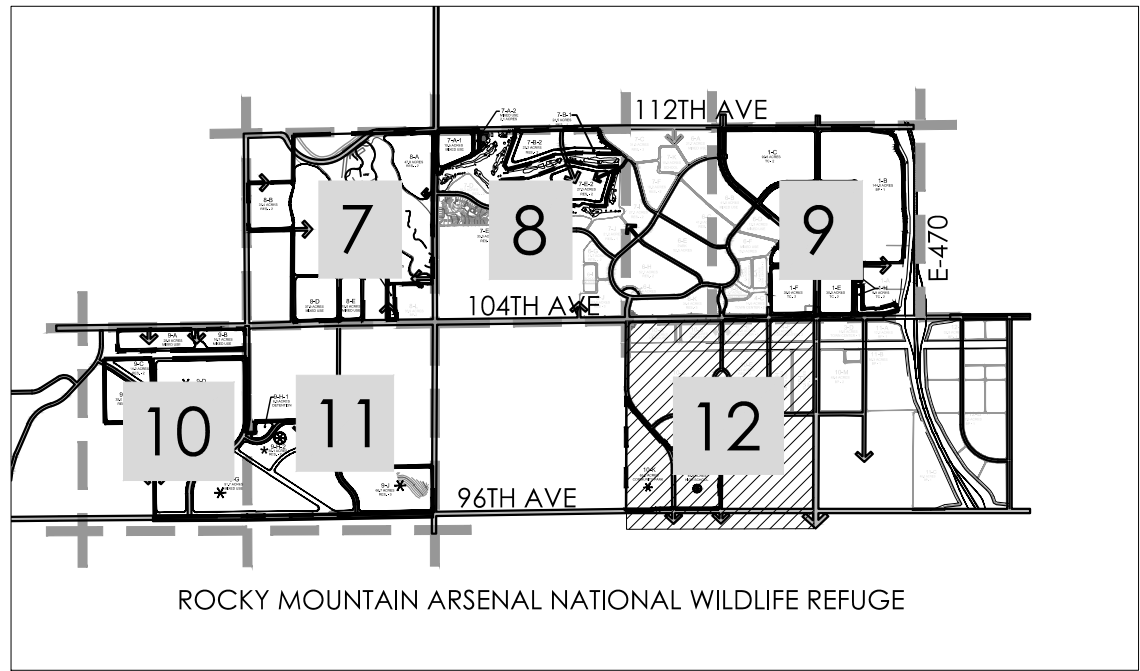
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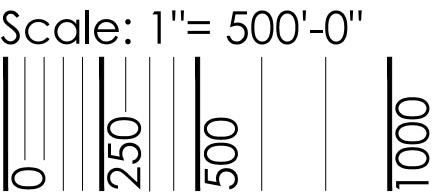
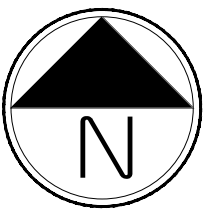
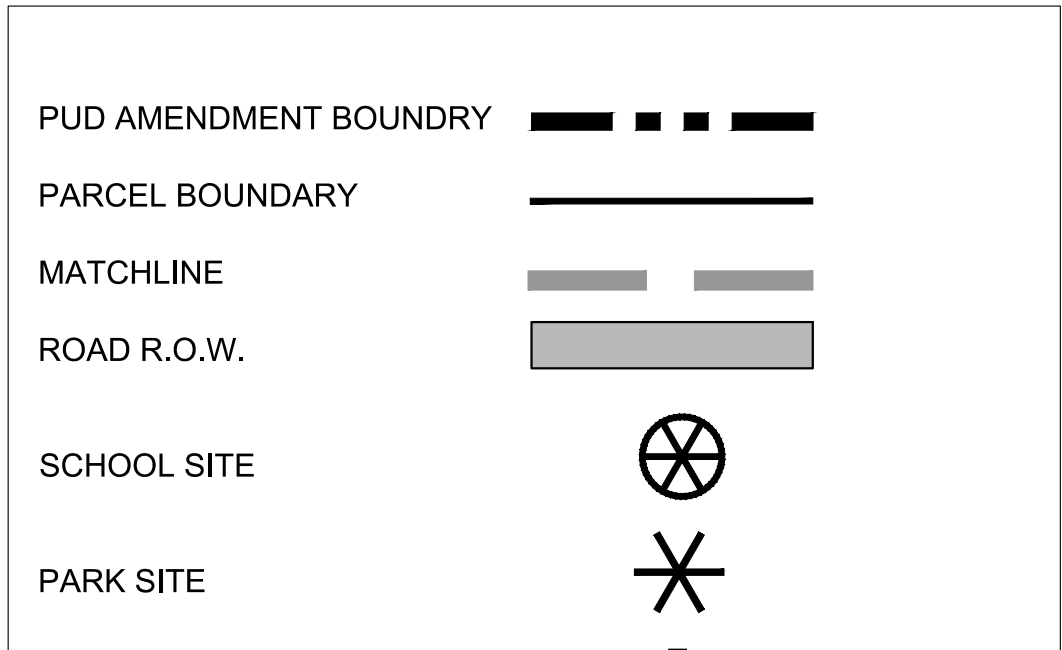
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REUNION PUD ZONE DOCUMENT
AMENDMENT #5 OF THE BUFFALO HILLS RANCH PUD ZONE DOCUMENT

PORTIONS OF SECTIONS 7, 8, 9, 10, 16 AND 18 OF T.2S., R66W OF THE 6TH P.M.,
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LAND USE SUMMARY

Table with 2 columns: LAND USE, ACRES. Rows include Residential (1-4), Mixed Use, Business Park, Town Center, Community/Regional Park, High School, Parks, Open Space, Public Row, and Totals.

Main table with 16 columns: Village, Parcel, Use, Gross Acres, Entitled Range, Admin. (2) Entitled, Admin. (2) Approved, Minimum, Maximum, Maximum Units, Max. Area, Admin. (2) Approval, Minimum F.A.R. (3), Maximum F.A.R. (3), Admin. (2) Approval, Park or School (AC). Rows are grouped by Village (1, 7, 8, 9, 10) and include various land use categories.

NOTES:
(1) ENTITLED RANGES (DU/AC) = AVERAGE DENSITY RANGE FOR ENTIRE PORTION OF THE DEVELOPMENT PARCEL DEVELOPED AS RESIDENTIAL USES.
(2) ADMINISTRATIVE APPROVAL = APPROVAL BY THE DIRECTOR OF COMMUNITY PLANNING AND DEVELOPMENT SERVICES WITHOUT A RE-ZONING.
(3) MIN. & MAX. F.A.R. SHALL ONLY APPLY TO THOSE PORTIONS OF DEVELOPMENT PARCELS THAT ARE DEVELOPED AS NON-RESIDENTIAL.
(4) INDIVIDUAL PARK ACREAGE TO BE A MINIMUM OF 1 ACRE TO COUNT TOWARDS PARK OR SCHOOL REQUIREMENT.
(5) EACH PUD PERMIT MUST INCLUDE A TABLE WITH A RUNNING TALLY OF ALL PARK OR SCHOOL ACREAGES THAT ARE TO BE APPLIED TO THE PARK OR SCHOOL REQUIREMENT.
(6) PER GENERAL NOTE 1.11-E OF THIS PUD AMENDMENT, IF ANY PORTION OF THE PLANNING AREA REVERTS TO MIXED USE, A DENSITY OF 5-24 DU/AC WILL BE PERMITTED AND A 0.15-0.3 FAR WILL BE PERMITTED.
(7) ADDITIONAL HIGH SCHOOL SITES WITHIN REUNION MAY ALLOW FOR A REDUCTION IN THE SCHOOL ACREAGE REQUIREMENT.
(8) ONE PARK/SCHOOL SITE WITH A MINIMUM OF 30 ACRES IS REQUIRED.



REUNION PUD ZONE DOCUMENT AMENDMENT #5

CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO

Table with 2 columns: Field Name, Value. Fields include Issue Date (6/28/2018), Revision Dates (10/04/2018, 11/30/2018), Sheet Title (LAND USE SCHEDULE), Sheet Number (13 of 19).



REUNION PUD ZONE DOCUMENT
AMENDMENT #5 OF THE BUFFALO HILLS RANCH PUD ZONE DOCUMENT

PORTIONS OF SECTIONS 7, 8, 9, 10, 16 AND 18 OF T.2S., R66W OF THE 6TH P.M.,
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COUNTY OF ADAMS, CITY OF COMMERCE CITY, STATE OF COLORADO

RESIDENTIAL LAND USE DEVELOPMENT STANDARDS MATRIX

	R-1	R-2, R-3, MU TC-2	R-2, R-3,MU TC-2, BP-1	R-3, MU BP-2, TC-2	R-2, R-3, MU,	TC-2, BP-1
	SINGLE FAMILY DETACHED	SINGLE FAMILY DETACHED	CLUSTER HOMES	SINGLE FAMILY ATTACHED	MULTI-FAMILY	MULTI-FAMILY
STANDARDS						
MIN. LOT SIZE	7,000 SF	4,000 SF	2,200 SF	N/A	N/A	N/A
MIN. DETACHED DWELLING SIZE	2,200 SF	1,100 SF	900 SF	N/A	N/A	N/A
LOT FRONTAGE	N/A	N/A	N/A	N/A	N/A	N/A
PARKING REQ.	2 SP. / UNIT (11)	2 SP. / UNIT (11)	2 SP. / UNIT (11)	2 SP. / UNIT (11)	(9)(11)	(9)(11)(13)
MAX. HEIGHT	35'	35'	35'	35'	50'	75'
FLOOR AREA MINIMUM	N/A	N/A	N/A	N/A	500(5)	500(5)
LANDSCAPE (7)	ENTIRE FRONT YARD (3)(6) 1 TREE/600 SF 1 SHRUB/300 SF ENTIRE SIDE YARD(6)(7)	ENTIRE FRONT YARD (3)(6) 1 TREE/600 SF 1 SHRUB/300 SF ENTIRE SIDE YARD(6)(7)	ENTIRE FRONT YARD (3)(6) 1 TREE/600 SF 1 SHRUB/300 SF ENTIRE SIDE YARD(6)(7)	REMAINDER OF LOT (8) 1 TREE/600 SF 1 SHRUB/300 SF ENTIRE SIDE YARD(6)(7)	LANDSCAPE(3)(4) 1 TREE/1,000 SF 5 SHRUB/1,000 SF N/A	LANDSCAPE(3)(4) 1 TREE/1,000 SF 5 SHRUB/1,000 SF N/A
PRIMARY USE						
FRONT SETBACK (2)(10)	10'	10'	10'	10'	10'	0'
SIDE SETBACK	5'	5'	5'	5'	5'	0'
BUILDING SEPARATION	N/A	N/A	N/A	N/A	N/A	N/A
REAR SETBACK (12)	15'	15'	10'	15'	15'	0'
SIDE ON STREET SETBACK	15'	15'	15'	15'	15'	5'
EXCEPTION:						
(from arterial) FRONT SETBACK	50' (1)	50' (1)	50' (1)	50' (1)	30'	30'
MAX. LIVING SPACE SETBACK	30'	30'	30'	30'	N/A	N/A
SIDE SETBACK	25'	25'	25'	25'	25'	25'
REAR SETBACK (12)	25'	25'	25'	25'	25'	25'
SIDE ON PUBLIC STREET SETBACK	25'	25'	25'	25'	25'	25'
ACCESSORY USE						
MAX. HEIGHT	15'	15'	15'	15'	15'	15'
FRONT SETBACK (10)	20'	20'	20'	20'	5'	5'
FRONT SETBACK OF A SIDE LOADED GARAGE	10'	10'	10'	10'	N/A	N/A
SIDE SETBACK	5'	5'	5'	5'	5'	0'
REAR SETBACK (NON-GARAGE)	5'	5'	5'	5'	5'	0'
REAR SETBACK (GARAGE) (12)	3'	3'	3'	3'	3'	0'
SIDE ON STREET SETBACK	10'	10'	10'	10'	N/A	N/A
EXCEPTION: FRONT SETBACK	20'	20'	20'	20'	15'	15'
(from arterial) SIDE SETBACK	15'	15'	15'	15'	15'	15'
REAR SETBACK (12)	15'	15'	15'	15'	15'	15'
SIDE ON STREET SETBACK	20'	20'	20'	20'	20'	20'

NOTES:

- (1) ALLEY LOADED SINGLE FAMILY RESIDENTIAL MAY FRONT AN ARTERIAL STREET WITH APPROVAL OF THE DIRECTOR OF COMMUNITY DEVELOPMENT.
- (2) PORCHES & ARCHITECTURAL FEATURES HAVE A 5' SETBACK.
- (3) LANDSCAPING IS IN ADDITION TO RIGHT-OF-WAY STREET TREE PLANTING @ 1 TREE / 40'.
- (4) LANDSCAPE AREA CALCULATION IS TO BE BASED OFF ALL PERVIOUS SURFACE. DETENTION BASINS AND ROAD R.O.W. ARE NOT TO BE INCLUDED AS LANDSCAPE AREA.
- (5) 500 SQUARE FEET PER UNIT WITH A MAXIMUM OF 10% OF THE TOTAL NUMBER OF MULTI-FAMILY UNITS PERMITTED AT THIS PARCEL. THE FLOOR AREA FOR THE REMAINING 90% OF THE MULTI-FAMILY UNITS WILL BE APPROVED AT THE PUD PERMIT STAGE.
- (6) FRONT YARD IS DEFINED AS: MEASURED FROM RIGHT-OF-WAY TO THE BUILDING FAÇADE.
- (7) IN INSTANCES WHERE FRONT AND/OR SIDE YARD SETBACKS PRECLUDE APPROPRIATE SPACE AVAILABLE FOR INSTALLATION OF THESE LANDSCAPE REQUIREMENTS, THESE LANDSCAPE REQUIREMENTS WILL BE WAIVED WITH THE APPROVAL OF THE DIRECTOR OF COMMUNITY PLANNING AND DEVELOPMENT SERVICES.
- (8) LANDSCAPE REQUIREMENTS ARE EXCLUDED FROM INDIVIDUAL PRIVATE YARD AREAS IF IT IS NOT VISIBLE FROM THE PUBLIC RIGHT-OF-WAY.

(9) PARKING SPACES FOR MULTI-FAMILY UNITS:

2 SPACES FOR EACH UNIT OR CURRENT MULTI-FAMILY PARKING REQUIREMENTS, AS STATED IN THE COMMERCE CITY DEVELOPMENT STANDARDS, WHICHEVER IS LESS. WITH THE APPROVAL OF THE DIRECTOR OF COMMUNITY PLANNING AND DEVELOPMENT SERVICES, THE DEVELOPER MAY REQUEST A REDUCTION IN THE PARKING REQUIREMENT.

(10) IN ALL COMMERCIAL AREAS, 0' SETBACKS ARE ALLOWED TO CREATE AN URBAN ENVIRONMENT FOR MULTI-TENANT COMMERCIAL, IN-LINE RETAIL AND OFFICES; HOWEVER, A MINIMUM DISTANCE OF 12' FROM BUILDING TO FLOWLINE IS REQUIRED.

(11) OFF-STREET PARKING SPACES SHALL BE ACCOMMODATED BY GARAGE AND/OR DRIVEWAY. ACCESSORY STRUCTURES ARE NOT PERMITTED WITHIN THE FRONT SETBACK.

(12) REAR SETBACKS FOR ALLEY PRODUCT CAN BE REDUCED TO 3' FOR ALL STRUCTURES IF THE PRIMARY LIVING SPACE IS ATTACHED OR THERE IS OCCUPIED SPACE ABOVE THE GARAGE, ATTACHED OR UNATTACHED.

(13) ON STREET PARKING CAN BE COUNTED TOWARDS OFF-STREET PARKING REQUIREMENTS

(14) REFER TO LAND USE SCHEDULE REGARDING NON-RESIDENTIAL DEVELOPMENT FOR MIN./MAX. F.A.R. ON SHEET 13 OF THIS PUD DOCUMENT.

(15) IF THE COMMERCE CITY NON-RESIDENTIAL LAND USE DEVELOPMENT STANDARDS ARE REVISED, THE LESS RESTRICTIVE STANDARDS WILL PREVAIL.

(16) ALL OTHER NON-RESIDENTIAL USES NOT ADDRESSED ABOVE WILL FOLLOW THE OFFICE DEVELOPMENT STANDARDS.

NON-RESIDENTIAL LAND USE DEVELOPMENT STANDARDS MATRIX

	RETAIL	OFFICE	INDUSTRIAL
PRINCIPAL BUILDING			
MIN. LOT SIZE (15)	25,000	25,000	25,000
LOT WIDTH (15)	100'	100'	100'
MIN. FLOOR AREA (F.A.R.) (14)	0.15	0.15	0.2
HEIGHT (15)	90'	125'	90'
SETBACKS:			
FRONT	10'	30'	30'
SIDE/SIDE CORNER	5' / 10'(10)	10'(10)	10'
REAR	10'	NONE	10'
LANDSCAPE REQ.	CODE	CODE	CODE
PARKING	CODE(13)	CODE(13)	CODE(13)
CORNER LOT:			
MIN. LOT SIZE	N/A	N/A	N/A
SETBACKS:			
FROM ARTERIAL	30'	30'	50'
FROM ADJOINING STREET	30'(10)	30'(10)	30'
ACCESSORY BUILDING:			
HEIGHT	CODE	CODE	CODE
MAX. FLOOR AREA	CODE	CODE	CODE

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AMENDMENT #5 OF THE BUFFALO HILLS RANCH PUD ZONE DOCUMENT

PORTIONS OF SECTIONS 7, 8, 9, 10, 16 AND 18 OF T.2S., R66W OF THE 6TH P.M.,
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COUNTY OF ADAMS, CITY OF COMMERCE CITY, STATE OF COLORADO

1.1 INTRODUCTION

THE PURPOSE OF THIS SECTION IS TO ESTABLISH GENERAL PROVISIONS AND CLARIFY STANDARDS AND REQUIREMENTS FOR DEVELOPMENT WITHIN THE BUFFALO HILLS RANCH PUD. DUE TO THE SIZE OF LAND AREA CONTAINED WITHIN THIS PUD - OVER 3,100 ACRES - AND THE CORRESPONDING LONG TERM BUILD OUT THAT IS ANTICIPATED, A RATHER BROAD RANGE OF DENSITIES HAVE BEEN PROPOSED FOR EACH LAND USE PARCEL. THESE RANGES WILL ALLOW A VARIETY OF HOUSING PRODUCTS, IN KEEPING WITH THE CITY'S DESIRE TO HAVE MIXED DENSITIES AND HOUSING TYPES WITHIN EACH PARCEL. IN ADDITION TO PROMOTING LAND USE AND DENSITY FLEXIBILITY, RANGES WILL ACCOMMODATE HOUSING PRODUCT, LAND PLANNING, MARKET AND TECHNOLOGICAL CHANGES INTO THE FUTURE. REFER TO THE DEVELOPMENT PLAN AND THE RESIDENTIAL AND NON-RESIDENTIAL DENSITY MATRIX FOR SPECIFIC PARCEL DENSITIES.

1.2 PLAN DENSITY

ON THE DEVELOPMENT PLAN, EACH PARCEL IS DESIGNATED WITH A ZONE DISTRICT LABEL. THIS ZONE DISTRICT LABEL HAS BEEN SELECTED TO ACCOMMODATE THE LAND USE AND/OR HOUSING PRODUCT TYPE MOST LIKELY TO OCCUR WITHIN AN INDIVIDUAL PARCEL OVER THE LIFE OF THE PROJECT. REFER TO THE RESIDENTIAL AND NON-RESIDENTIAL DENSITY MATRIX FOR THE PERMITTED RESIDENTIAL DENSITY RANGES AND MAXIMUM NON-RESIDENTIAL USED FAR'S WITHIN EACH DEVELOPEMENT PARCEL.

1.3 DENSITY RANGES

RESIDENTIAL DENSITY RANGES ARE SPECIFIED WITHIN EACH ZONE DISTRICT AS LABELED ON THE DEVELOPMENT PLAN (REFER TO THE RESIDENTIAL AND NON-RESIDENTIAL DENSITY MATRIX WITHIN THIS DOCUMENT FOR DENSITY RANGES). THE FINAL AVERAGE DENSITY OF A DEVELOPMENT PARCEL MUST BE WITHIN THE SPECIFIED DENSITY RANGE INDICATED FOR THAT DEVELOPMENT PARCEL. THE FINAL AVERAGE DENSITY OF A DEVELOPMENT PARCEL SHALL BE BASED ON ALL RESIDENTIAL UNITS APPROVED THROUGH THE PUD PERMIT PROCESS WITHIN THE DEVELOPMENT PARCEL, WHETHER APPROVED AS A SINGE PLAT OR AS MULTIPLE PLATS. A VILLAGE DOES NOT CONSTITUTE A DEVELOPMENT PARCEL - MULTIPLE DEVELOPMENT PARCELS ARE GROUPED TO COMPRISE EACH VILLAGE (REFER TO THE DEVELOPMENT PLAN FOR DISTINCTION BETWEEN "VILLAGES" AND "DEVELOPMENT PARCELS").

1.4 OVERALL PUD RESIDENTIAL UNIT CAP

THE OVERALL PUD IS COMPRISED OF 12 VILLAGES. THIS AMENDMENT ADDRESSES VILLAGES 1,7,8, & 9. EACH VILLAGE HAS A PERMITTED MAXIMUM NUMBER OF RESIDENTIAL DWELLING UNITS. TRANSFER(S) OF RESIDENTIAL UNITS FROM VILLAGE TO VILLAGE (MAXIMUM TRANSFER OF UNITS IS 20% BEYOND THE RECIPIENT VILLAGE CAP) IS PERMITTED BY THE DEVELOPER WITH APPROVAL BY THE DIRECTOR OF COMMUNITY DEVELOPMENT. UNIT TRANSFERS SHALL BE TRACKED BY THE DEVELOPER AND PROVIDED TO THE DIRECTOR OF COMMUNITY DEVELOPMENT WITH EACH SUCH TRANSFER AT THE PUD PERMIT STAGE OF THE SUBDIVISION PROCESS. HOWEVER, AT NO TIME SHALL THE OVERALL PUD, ALL 12 VILLAGES, RESIDENTIAL UNIT CAP EXCEED 15,316 UNITS WITHOUT A REZONING PER SECTION 21 OF THE CITY OF COMMERCE CITY MUNICIPAL CODE.

1.5 INDIVIDUAL VILLAGE RESIDENTIAL UNIT CAP

EACH VILLAGE HAS A PERMITTED MAXIMUM AND MINIMUM NUMBER OF RESIDENTIAL DWELLING UNITS. THESE UNITS MAY BE PLATTED WITHIN THE DEVELOPMENT PARCELS OF EACH VILLAGE AND FINAL UNIT COUNTS SHALL BE DETERMINED DURING THE PUD PERMIT PROCESS(ES). FINAL PLATTED DENSITIES ARE DETERMINED BASED ON THE ZONE DISTRICT DESIGNATION WITHIN EACH OF THE DEVELOPMENT PARCELS. TRANSFER(S) OF UNITS BETWEEN VILLAGES WITH THE PUD ARE PERMITTED WITH A MAXIMUM 20% INCREASE BEYOND THE VILLAGE CAP FOR THE RECIPIENT VILLAGE. REFER TO THE RESIDENTIAL AND NON-RESIDENTIAL DENSITY MATRIX FOR THE MAXIMUM AND MINIMUM NUMBER OF RESIDENTIAL DWELLING UNITS PERMITTED PER VILLAGE.

1.6 RESIDENTIAL UNITS TRANSFERS

TRANSFER(S) OF RESIDENTIAL UNITS FROM VILLAGE TO VILLAGE (MAXIMUM TRANSFER OF UNITS IS 20% BEYOND THE RECIPIENT VILLAGE CAP) IS PERMITTED BY THE DEVELOPER WITHOUT REQUIRING ADDITIONAL CITY APPROVALS. UNIT TRANSFERS SHALL BE TRACKED BY THE DEVELOPER AND PROVIDER TO THE DIRECTOR OF COMMUNITY DEVELOPMENT WITH EACH SUCH TRANSFER AT THE PUD PERMIT STAGE OF THE SUBDIVISION PROCESS. DEVELOPMENT PARCEL DENSITY RANGES (OR UNIT CAPS), AS INDICATED ON THE DEVELOPMENT PLAN AND AS DESCRIBED IN THE RESIDENTIAL AND NON-RESIDENTIAL DENSITY MATRIX WITHIN THIS DOCUMENT, SHALL NOT BE EXCEEDED WITHOUT A REZONING.

ONCE A VILLAGE HAS BEEN FULLY PLATTED THROUGH THE PUD PERMIT PROCESS, ANY REMAINING UNPLATTED RESIDENTIAL UNITS DESIGNATED ON THE PUD ZONE DOCUMENT WITHIN SAID VILLAGE SHALL REMAIN AVAILABLE FOR TRANSFER TO OTHER REMAINING RECIPIENT VILLAGES.

AT NO TIME SHALL THIS OVERALL PUD ZONE DOCUMENT RESIDENTIAL UNIT CAP EXCEED 15,316 UNITS WITHOUT A REZONING PER SECTION 21 OF THE CITY OF COMMERCE CITY MUNICIPAL CODE.

1.7 OVERALL PUD DENSITY INCREASE

ANY REQUEST FOR DENSITY OVER AND ABOVE THE PERMITTED DENSITY RANGE SHOWN ON THE DEVELOPMENT PLAN WILL BE CONSIDERED A MAJOR AMENDMENT TO THE PUD AND MUST FOLLOW THE PROCEDURES OUTLINED IN SECTION 21 OF THE CITY OF COMMERCE CITY MUNICIPAL CODE.

1.8 PARCEL BOUNDARIES

PARCEL ACREAGES AND BOUNDARIES ARE PRELIMINARY AND SUBJECT TO CHANGE WITH DETAILED PLANNING; PARCEL ACREAGES MAY CHANGE UP TO 15% WITHOUT A MAJOR AMENDMENT TO THIS PUD ZONE DOCUMENT. SUCH CHANGES WILL RESULT IN CORRESPONDING CHANGES TO THE PARCEL YIELDS SHOWN IN THE LAND USE SCHEDULE.

IF PARCEL CHANGES ARE MADE, ALL RIGHT-OF-WAY DIMENSIONS AND CLASSIFICATIONS ARE SUBJECT TO CHANGE.

1.9 DEVELOPMENT PHASING

PHASING WILL OCCUR IN A LOGICAL AND COST EFFECTIVE MANNER BASED ON INFRASTRUCTURE EXTENSION, AVAILABILITY OF UTILITY SERVICE AND MARKET CONDITIONS. THE PROJECT WILL BE BUILT IN MULTIPLE PHASES, AS CONDITIONS DICTATE.

1.10 COMPLIANCE

- A. ALL RESIDENTIAL LOTS SHALL COMPLY WITH THE REQUIREMENTS SPECIFIED IN ARTICLE III R RESIDENTIAL DISTRICTS SECTION 21-52. "EXCLUSIONS" OF THE CITY OF COMMERCE CITY ZONING ORDINANCE.
- B. ALL COMMERCIAL LOTS SHALL COMPLY WITH THE REQUIREMENTS SPECIFIED IN ARTICLE XC COMMERCIAL DISTRICTS SECTION 21-202. "EXCLUSIONS" OF THE CITY OF COMMERCE CITY ZONING ORDINANCE.

1.11 GENERAL NOTES

- A. COMMERCIAL, OFFICE OR MULTI-FAMILY DEVELOPMENTS CAN OCCUPY THE SAME LOT, MIXED HORIZONTALLY OR VERTICALLY.
- B. ALL UNPLATTED PROPERTY (PER THE PUD PERMIT SUBDIVISION PROCESS) WITHIN THIS PUD ZONE DOCUMENT MAY REMAIN IN AGRICULTURAL USE UNTIL FINAL PLAT APPROVAL.
- C. LANDSCAPING, SIGNAGE, ARCHITECTURE, NON-RESIDENTIAL PARKING, FENCING AND LIGHTING FOR DEVELOPMENT WITH THIS PUD ZONE DOCUMENT SHALL EITHER FOLLOW THOSE APPLICABLE STANDARDS IN THE CITY OF COMMERCE CITY MUNICIPAL CODE OR THE DEVELOPER MAY FORMULATE DESIGN STANDARDS REGULATION THE DESIGN, CHARACTER, LOCATION AND OTHER DETAILS OF THESE ELEMENTS PRIOR TO THEIR IMPLEMENTATION. THE DEVELOPER-FORMULATED DESIGN STANDARDS MUST RECEIVE APPROVAL BY THE DIRECTOR OF COMMUNITY DEVELOPMENT FOR IMPLEMENTATION.

D. THOSE PORTIONS OF THIS PUD ZONE DOCUMENT THAT CONFORM TO THE LANDSCAPING STANDARDS IN SECTION 21-32 AND SECTION 21-43 OF THE COMMERCE CITY ZONING ORDINANCE (RATHER THAN THOSE FORMULATED B THE DEVELOPER AND APPROVED BY THE DIRECTOR OF COMMUNITY DEVELOPMENT) SHALL ALSO INCLUDE SHRUB SPECIES THAT GROW LOW TO THE GROUND AND SUFFICIENT "GROUNDCOVER". SUCH SPECIES MAY INCLUDE, BUT ARE NOT LIMITED TO, JUNIPERS, BOXWOOD, EUONYMUS, MAHONIA, CORALBERRY, POTENTILLA, SAGE, SPIREA, AND COTONEASTER. GROUND AREA UNDER SUCH SPECIES OF SHRUBS WILL BE EXCLUDED FROM THE "REMAINDER OF THE REQUIRED LANDSCAPED AREA THAT IS NOT REQUIRED TO BE COVERED BY TURF".

E. PARCEL 10-L IS ZONED FOR A FUTURE HIGH SCHOOL SITE CONSISTING OF NO MORE THAN 48.6 ACRES. IF ANY PORTION OF THE 48.6 ACRES IS NOT DEDICATED TO THE SCHOOL DISTRICT, THE PROPERTY WILL REVERT TO MIXED USE ZONING.

F. AS IDENTIFIED IN THE PRAIRIEWAYS ACTION PLAN, A TRAIL CONNECTION SHALL BE MADE FROM THE NORTH RANGE VILLAGE DEVELOPMENT AT APPROXIMATELY 105TH PLACE THEN CONTINUE SOUTH THROUGH VILLAGE 8 TO JOIN WITH THE REGIONAL TRAIL PLANNED FOR IN THE FOXTON DEVELOPMENT. THE CROSSING AT EAST 104TH AVENUE WILL BE GRADE SEPARATED (SEE NOTES J-2). THE EXACT LOCATION AND PHYSICAL PARAMETERS OF THE TRAIL WILL BE AGREED UPON BETWEEN THE CITY AND THE DEVELOPER AT THE TIME OF SUBDIVISION DURING THE PUD PERMIT PROCESS.

G. FOLLOWING THE INTENT OF THE PRAIRIEWAYS ACTION PLAN (BUCKLEY PARKWAY TRAIL), A TRAIL WILL BE CONSTRUCTED CONNECTING A FUTURE TRAIL FROM THE NORTH SIDE OF EAST 112TH AVENUE TO THE 50-ACREA PARK IN VILLAGE 6, CONTINUING SOUTH TO THE BUCKLEY COMMUNITY PARK IN VILLAGE 10. THE EXACT LOCATION AND PHYSICAL PARAMETERS OF THIS TRAIL WILL BE AGREED UPON BETWEEN THE CITY AND THE DEVELOPER AT THE TIME OF SUBDIVISION DURING THE PUD PERMIT PROCESS.

H. GRADE SEPARATED CROSSINGS ARE CONSIDERED A REGIONAL IMPROVEMENT AND WILL BE THE RESPONSIBILITY OF THE CITY, TO BE PAID FOR BY PARK FEE-IN-LIEU COLLECTIONS AND/OR A COMBINATION OF PARK FEE-IN-LIEU AND IMPACT FEES COLLECTED FROM ALL DEVELOPERS WITHIN THE REGION.

GENERAL PROVISIONS

A. AS IDENTIFIED IN THE PRAIRIEWAYS ACTION PLAN, A TRAIL CONNECTION SHALL BE MADE FROM THE TRAIL PROPOSED ON THE SOUTH SIDE OF THE ARTERIAL CROSS-SECTION FOR EAST 96TH AVENUE (EAST OF POTOMAC STREET) NORTH TO NEAR OR WITHIN PARCEL 9-I (PARK SITE). THE EXACT LOCATION AND PHYSICAL PARAMETERS FOR THE TRAIL WILL BE AGREED UPON BETWEEN THE CITY AND THE DEVELOPER AT THE TIME OF SUBDIVISION DURING THE PUD PERMIT PROCESS.

B. LOCATIONS, TRAIL WIDTHS, TRACT WIDTHS AND MATERIALS OF THE TERTIARY TRIALS SIMILAR TO THE NONDESCRIPT, UNLABELED EAST/WEST LINE IN PLATE #50 IN THE PRAIRIEWAYS ACTION PLAN) THAT ARE DESCRIBED AS POSSIBLE NECESSARY TO MAKE ADDITIONAL COMMUNITY LINKS TO LARGER TRAILS SHALL BE DETERMINED BY THE CITY AND DEVELOPER AT THE TIME OF FINAL SUBDIVISION DURING PUD PERMIT PROCESS.

C. AS IDENTIFIED IN THE PRAIRIEWAYS ACTION PLAN, A TRAIL CONNECTION SHALL BE MADE FROM THE SHARED PARK SITE, NEAR OR WITHIN PARCEL 9-I WEST TO THE NEIGHBORHOOD PARK/SCHOOL SITE SHOWN WITHIN OR NEAR PARCEL 9-H. IF A TRAIL IS PROVIDED ALONG THE REVERSE STREET RE-ALIGNMENT SOUTH OF EAST 104TH AVENUE (WITHIN THE CAPELLUS PUD) THIS TRAIL WILL CONNECT TO THE TRAIL ALONG PEORIA STREET. THE EXACT LOCATION AND PHYSICAL PARAMETERS OF THE TRAIL WILL BE AGREED UPON BETWEEN THE CITY AND THE DEVELOPER AT THE TIME OF SUBDIVISION DURING THE PUD PERMIT PROCESS.

D. CONCERNING ANY INSTANCES WHERE STANDARDS IN THIS PUD ZONE DOCUMENT DIFFER FROM THOSE EXISTING CITY OF COMMERCE CITY CODES AND ORDINANCES, THIS PUD ZONE DOCUMENT SHALL PREVAIL, INCLUDING LAND USES.

E. IN REFERENCE TO ORDINANCE NO. 1297 SEC. 21-43. DEVELOPMENT STANDARDS. (E) (2) B. I. -(H), THIS PUD ZONE DOCUMENT ACCEPTS THAT THE CITY-APPROVED STREET CROSS-SECTIONS, AS CURRENTLY DESIGNED, MEET THE REQUIRED MINIMUM UNOBSTRUCTED WIDTHS FOR FIRE ACCESS ROADS.

F. THIS PUD ZONE DOCUMENT IS IN SUBSTANTIAL COMPLIANCE WITH ORDINANCE NO. 1297 SEC. 21-43. (AS AMENDED) WITH THE FOLLOWING DEVIATIONS:

- (1) IN REFERENCE TO ORDINANCE NO. 1297 SEC. 21-43. DEVELOPMENT STANDARDS. (B)
- (2) "DEVELOPMENT PROPOSALS" SHALL BE DEFINED AS THE PUD ZONE DOCUMENT FOR PURPOSES OF THIS PUD ZONE DOCUMENT.
- (3) IN REFERENCE TO ORDINANCE NO. 1297 SEC. 21-43. DEVELOPMENT STANDARDS. (B) (3) A. 1., THE TERMS "DISTURBED" AND "DEGRADED" SHALL NOT REFER TO AGRICULTURAL CULTIVATION OF LAND WITHIN THIS PUD ZONE DOCUMENT AS BEING DISTURBED OR DEGRADED AREAS IN NEED OF RESTORATION WITHIN NATURAL BUFFERS.
- (4) IN REFERENCE TO ORDINANCE NO. 1297 SEC. 21-43. DEVELOPMENT STANDARDS. (B) (3)B., ANY NECESSARY RESTORATION/MITIGATION WITHIN THIS PUD ZONE DOCUMENT SHALL BE PERMITTED IN LOCATIONS WITHIN THE PUD AREA OTHER THAN THOSE WHERE THE IMMEDIATE IMPACTS OCCUR WITH THE APPROVAL OF THE DIRECTOR OF COMMUNITY DEVELOPMENT.
- (5) IN REFERENCE TO ORDINANCE NO. 1297 SEC. 21-43. DEVELOPMENT STANDARDS. (D) (3) A. 3., "SCREENING" SHALL GENERALLY BE DEFINED AS BUFFERING VIEWS (USING THE SPECIFIED MATERIALS) BETWEEN A PARKING LOT AND THE PUBLIC RIGHT-OF-WAY AND SHALL NOT BE DEFINED AS FULLY OBSCURING VIEWS BETWEEN THE PARKING LOT AND THE PUBLIC RIGHT-OF-WAY.
- (6) IN REFERENCE TO ORDINANCE NO. 1297 SEC. 21-43. DEVELOPMENT STANDARDS. (D) (3) A. 5., WHEN TWO OR MORE ADJOINING NON-RESIDENTIAL LOTS (AS COVERED BY THIS ORDINANCE) SHARE PARKING THROUGH MEANS OF A CROSS-ACCESS/PARKING EASEMENT/AGREEMENT, THE 5-FOOT AREA OF LANDSCAPING REQUIRED BETWEEN THE PROPERTY LINE AND BACK OF CURB MAY BE WAIVED BY THE DIRECTOR OF COMMUNITY DEVELOPMENT.
- (7) IN REFERENCE TO ORDINANCE NO. 1297 SEC. 21-43. DEVELOPMENT STANDARDS. (D) (8) A. 2., WHEN ROCK MULCH IS USED A MINIMUM OF 3 INCHES SHALL BE INSTALLED WHEN THE ROCK SIZE IS 1.5 INCHES OR SMALLER IN DIAMETER. ROCK MULCH SIZES GREATER THAN 1.5 INCHES IN DIAMETER SHALL BE INSTALLED ADEQUATELY TO COVER THE WEED CONTROL FABRIC OR GROUND PLANE.
- (8) IN REFERENCE TO ORDINANCE NO. 1297 SEC. 21-43. DEVELOPMENT STANDARDS. (D) (8) A. 3., IN CASES WHERE FULFILLMENT OF THIS REQUIREMENT COULD CAUSE FOUNDATION PROBLEMS DUE TO IRRIGATION AND SOIL CONDITIONS, THIS REQUIREMENT MAY BE WAIVED BY THE DIRECTOR OF COMMUNITY DEVELOPMENT.
- (9) IN REFERENCE TO ORDINANCE NO. 1297 SEC. 21-43. DEVELOPMENT STANDARDS. (D) (15) B., PERMANENT CERTIFICATES OF OCCUPANCY SHALL BE ISSUED BY THE CITY PRIOR TO INSTALLATION OR COMPLETION OF LANDSCAPING WHEN WEATHER CONDITIONS OR OTHER CIRCUMSTANCES PLACE AN UNREASONABLE BURDEN OR HARDSHIP ON THE DEVELOPER. AT THE DISCRETION OF THE DEVELOPER, AND WITH APPROVAL OF THE DIRECTOR OF COMMUNITY DEVELOPMENT, THE DEVELOPER SHALL: EITHER ESCROW SUFFICIENT FUNDS, OR ACQUIRE BONDING TO ENSURE ALL LANDSCAPING REQUIREMENTS ARE MET.
- (10) IN REFERENCE TO ORDINANCE NO. 1297 SEC. 21-43. DEVELOPMENT STANDARDS. (E) (2), THE PLACEMENT OF TRAFFIC CALMING DEVICES SHALL BE WITHIN THE AVAILABLE RIGHT-OF-WAY SHOWN ON THE FINAL PLAT(S). TRAFFIC CALMING DEVICES SHALL BE CONSTRUCTED AND PLACED IN A MANNER THAT IS

ACCEPTED PRACTICE OF TRAFFIC ENGINEER AND APPROVED BY THE CITY ENGINEER. THE TYPE AND PLACEMENT OF SUCH DEVICES SHALL BE DETERMINED IN THE PUD PERMIT AND/OR THE FINAL PLATTING OF THE PROJECT. THE COST OF SUCH ITEMS SHALL BE CONSIDERED A PART OF THE REQUIRED PUBLIC IMPROVEMENTS.

- (11) IN REFERENCE TO ORDINANCE NO. 1297 SEC.21-43. DEVELOPMENT STANDARDS. (E)(2) H. 3. IV., LOCATION OF PARKING LOT FROM BACK OF REQUIRED SIDEWALK OR BIKE PATH ALONG AN INTERIOR LOT LINE SHALL BE 5 FEET.
- (12) IN REFERENCE TO ORDINANCE NO. 1297 SEC.21-43. DEVELOPMENT STANDARDS. (F) (2) A. L. I., "DEVELOPMENT" SHALL BE DEFINED AS DEVELOPMENT PARCEL IDENTIFIED WITHIN THE PUD ZONE DOCUMENT, "MODEL" SHALL BE DEFINED AS A FLOOR PLAN AND "SERIES" SHALL BE DEFINED AS A GROUP OF FLOOR PLANS BASED ON SIMILAR ARCHITECTURAL STYLE, AMENITY PACKAGE AND SQUARE FOOTAGE RANGE.
- (13) IN REFERENCE TO ORDINANCE NO. 1297 SEC.21-43. DEVELOPMENT STANDARDS. (F) (2) A.L.III., A SINGLE "PLANE" SHALL BE DEFINED AS ONE FLAT WALL (SURFACE) HAVING NO BREAKS IN THE SURFACE. EXAMPLES OF ARCHITECTURAL FEATURES THAT ARE CONSIDERED TO BREAK THE PLANE SHALL INCLUDE, BUT NOT LIMITED TO, BAY WINDOWS, CANTILEVERS, JOGS IN WALLS, ARTICULATED ENTRIES AND OTHER ARCHITECTURAL FEATURES WHICH SHALL BE DETERMINED AT PUD PERMIT STAGE. ARCHITECTURAL PLANES ADDRESSED IN THIS SECTION AND REQUIRING THESE FEATURES MUST BE LOCATED, AT A MINIMUM, IN ALL LOCATIONS ADJACENT TO AND VISIBLE FROM ALL PUBLIC RIGHTS-OF-WAY. EXACT ARCHITECTURAL FEATURES SHALL BE DETERMINED AT PUD PERMIT STAGE.
- (14) IN REFERENCE TO ORDINANCE NO.1297 SEC.21-43. DEVELOPMENT STANDARDS. (F)(2) 2., SIDE-LOAD GARAGE SHALL HAVE A MINIMUM FRONT SETBACK OF 10' WITH A MINIMUM DRIVEWAY LENGTH OF 20'.
- (15) IN REFERENCE TO ORDINANCE NO. 1297 SEC. 21-43. DEVELOPMENT STANDARDS. (F) (2) B. 2., SIDE-LOAD GARAGES SHALL HAVE A MINIMUM FRONT SETBACK OF 10' WITH A MINIMUM DRIVEWAY LENGTH OF 20'.

G. THE DEVELOPER MAY REQUEST CHANGES TO THE LOCATIONS, SIZES, AND DESIGN OF ROAD RIGHT-OF-WAY, DEVELOPMENT PARCELS, GOLF CORRIDORS, PARKS, SCHOOLS, OPEN SPACE, AND OTHER ELEMENTS DEPICTED ON THE PUD ZONE DOCUMENT WITH THE APPROVES OF THE CITY AT THE PUD PERMIT PROCESS.

H. PRIVATE OPEN SPACE, AS REQUIRED PER SECTION 17-105. (PUBLIC USES.) OF THE CITY OF COMMERCE CITY CODE, MAY BE CUMULATIVELY GATHERED INTO LARGER PARCELS (FOR THE PURPOSES OF DEVELOPING AT LARGER AND MORE FUNCTIONAL OPEN SPACE USES) AT THE DISCRETION OF THE DEVELOPER AND WITH THE APPROVAL OF THE DIRECTOR OF COMMUNITY DEVELOPMENT. THE LOCATION(S) OF THE CUMULATIVELY GATHERED PRIVATE OPEN SPACE SHALL BE DESIGNATED AT THE TIME OF EACH PUD PERMIT THAT IS CONTRIBUTING TO THAT OPEN SPACE AREA.

I. ANY PRIVATE OPEN SPACE EXHIBITED ON THE PUD ZONE DOCUMENT SHALL BE APPLIED TOWARD FUTURE PRIVATE OPEN SPACE REQUIREMENTS (PER SECTION 17-105. PUBLIC USES. OF THE CITY OF COMMERCE CITY MUNICIPAL CODE) DURING THE PUD PERMIT PROCESS.

J. THIS PUD APPLICATION IS A VALID DEVELOPMENT APPLICATION FOR A PROPOSED DEVELOPMENT SUBMITTED IN ACCORDANCE WITH THE APPLICABLE RULES OF THE CITY OF COMMERCE CITY, THE LOCAL GOVERNMENT WHICH REGULATES THE USE OF LAND COVERED IN THIS APPLICATION. THIS PROPOSAL IS FOR RESIDENTIAL, COMMERCIAL AND INDUSTRIAL CONSTRUCTION WHICH WOULD CHANGE THE BASIC CHARACTER OR USE OF THE LAND IN QUESTION.

FURTHERMORE, THIS DEVELOPMENT APPLICATION, IF APPROVED, WOULD RESULT IN THE PROVISION OF POTABLE WATER AND DISPOSAL OF SEWAGE BY MEANS OF WATER SUPPLY PIPES LEADING FROM WATER TREATMENT PLANT OR COMMUNITY WELL AND SANITARY PIPES LEADING TO AN EFFLUENT TREATMENT PLANT THAT IS NOT A FREESTANDING PACKAGE PLANT. ALL DEVELOPMENT AND SUBDIVISION OF LAND SHALL BE COMPLETED IN A MANNER WHICH IS CONSISTENT WITH THIS APPLICATION.

K. PARK AND SCHOOL DEDICATION REQUIREMENTS, AS SHOWN ON THIS PUD ZONE DOCUMENT, HAVE MET ALL LAND DEDICATION REQUIREMENTS FOR PUBLIC PARKS (EXCLUDING TRAILS, GREENWAYS, AND OPEN SPACE AS SPECIFIED IN THE PRAIRIEWAYS ACTION PLAN) AS REQUIRED BY SECTION 17-105 (B) OF THE COMMERCE CITY SUBDIVISION ORDINANCE. NO ADDITIONAL PARK LAND EXTRACTION WILL BE REQUIRED FROM THE DEVELOPER. PARKS AREAS ABOVE AND BEYOND WHAT ARE CURRENTLY SHOWN/REQUIRED WITHIN THIS PUD AMENDMENT MAY QUALIFY TOWARDS PARK DEDICATIONS WITHIN ANY OF THE 12 VILLAGES. REFER TO THE LAND USE SCHEDULE FOR PARK AND SCHOOL ACREAGES.

L. FOR THE PURPOSES OF THIS PUD ZONE DOCUMENT, A PORCH IS DEFINED AS A COVERED STRUCTURE ATTACHED TO THE HOUSE.

M. ALL DRAINAGE ELEMENTS ARE CONCEPTUAL IN NATURE AND FINAL DETERMINATIONS OF THE DRAINAGE SYSTEM, TO INCLUDE THE PLACEMENT OF DETENTION/RETENTION PONDS, CHANNELS, AND STORM SEWER, WILL BE MADE DURING THE PRELIMINARY AND FINAL DRAINAGE REPORTS AND DURING THE PUD PERMIT PROCESS AS A PART OF THE FINAL SUBDIVISION PLATTING.

N. ADDITIONAL TRAFFIC IMPACT REPORTS WILL BE NEEDED FOR THE TRAFFIC ANALYSIS TO DETERMINE ROADWAY ACCESS AND SIGNALIZATION REQUIREMENTS FOR THE PROJECT. ADDITIONAL IN-DEPTH TRAFFIC IMPACT STUDIES WILL BE REQUIRED PRIOR TO THE DEVELOPMENT IN THE FOLLOWING THREE SECTIONS OF THE PROJECT: BETWEEN EAST 104TH AVENUE AND EAST 112TH AVENUE, FROM CHAMBERS ROAD TO C-470; BETWEEN CHAMBERS ROAD AND PEORIA STREET, FROM EAST 96TH AVENUE TO EAST 112TH AVENUE; AND THE AREA BETWEEN EAST 96TH AVENUE AND EAST 104TH AVENUE EAST OF THE BUCKLEY ROAD ALIGNMENT. THESE REPORTS WILL NEED TO BE SUBMITTED AT THE TIME OF PUD PERMIT FOR ANY PORTION OF THE SECTION COVERED.

O. A POTENTIAL TRAFFIC CIRCLE CONNECTION AT HIGH PLAINS PARKWAY AND 106TH AVE. IS NOT APPROVED WITH THIS PUD AND WILL REQUIRE ADDITIONAL STUDY AND INFORMATION PRIOR TO APPROVAL OF THE ROADWAY SYSTEM IN THIS AREA.

P. SUPPLEMENTAL STREET SECTIONS HAVE BEEN PROVIDED WITHIN THIS PUD AMENDMENT. THIS PUD WILL ABIDE BY THE STREET CROSS SECTIONS AS SHOWN IN THIS DOCUMENT. STREET CLASSIFICATIONS NOT ADDRESSED WITHIN THIS PUD AMENDMENT WILL FOLLOW THE NEW LANDS TRANSPORTATION PLAN ADOPTED BY THE CITY OF COMMERCE CITY COUNCIL MAY 2000. THE DEVELOPER SHALL HAVE THE RIGHT TO INCREASE CROSS SECTION RIGHT-OF-WAY AND MEDIAN WIDTH WITH THE APPROVAL OF THE PUBLIC WORKS DEPARTMENT AND THE DEPARTMENT OF COMMUNITY DEVELOPMENT.

Q. PLANNING AREA 8-C AND 8-F WILL BE AGE RESTRICTED.

R. ANY REQUIREMENTS NOT ADDRESSED IN THIS PUD ZONE DOCUMENT SHALL MEET THE REQUIREMENTS OF THE COMMERCE CITY ZONING ORDINANCE, AS AMENDED.

S. IN THE CASE OF BOTH PARTY'S INABILITY TO REACH AGREEMENT AND AT THE DISCRETION OF EITHER THE DIRECTOR OF COMMUNITY DEVELOPMENT OR THE DEVELOPER, ANY PUD PERMIT APPLICATION MAY BE FORWARDED TO THE PLANNING COMMISSION FOR REVIEW AND COMMENT AND TO THE CITY COUNCIL FOR REVIEW AND APPROVAL, CONDITIONAL APPROVAL, OR DENIAL.

T. 112TH AVE. AT THE O'BRIAN CANAL MAY VARY FROM THAT SHOWN ON THIS PUD. IF THE ALIGNMENT IS REVISED AND IMPACTS THE O'BRIAN PARK SHOWN ON THIS PLAN, THE PARK DEDICATION REQUIREMENT MAY BE REDUCED FROM THAT SHOWN ON THIS PUD.

U. GATED COMMUNITIES WILL BE PERMITTED GIVEN THAT ALL PUBLIC WORKS AND FIRE STANDARDS ARE MET. STREETS LOCATED BEHIND GATES WILL BE PRIVATE.



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REUNION PUD ZONE DOCUMENT

AMENDMENT #5 OF THE BUFFALO HILLS RANCH PUD ZONE DOCUMENT

PORTIONS OF SECTIONS 7, 8, 9, 10, 16 AND 18 OF T.2S., R66W OF THE 6TH P.M.,  
AND A PORTION OF SECTION 13, T.2S., R67W., OF THE 6TH P.M.,  
COUNTY OF ADAMS, CITY OF COMMERCE CITY, STATE OF COLORADO

USE CLASSIFICATION	SPECIFIC USE TYPE	R-1	R-2	R-3	MU	TC-2	BP-1
AGRICULTURAL USES							
Agriculture	Crop production, including the sale of agricultural products directly from the grower to the consumer on land that is part of the farm unit						
		R	R	R	R	R	R
Horticulture & Nurseries	Community Garden	R	R	R	R	R	R
	Greenhouse/nursery/tree production (with no outdoor storage)	X	X	X	X	R	R
	Greenhouse/nursery/tree production (with outdoor storage)	X	X	X	X	X	R
	Sod farm	X	X	X	X	X	P
COMMERCIAL USES							
Animal Services	Animal boarding (indoor/outdoor kennels) and training	X	X	X	P	R	R
	Doggie day care centers	X	X	R	R	R	R
	Veterinary offices or clinics	X	X	R	R	R	R
Antennas	Antennas for commercial/industrial use accessory to principal use	X	X	X	R	R	R
	Radio or television broadcasting offices	X	X	X	R	R	R
Building Materials & Services (Retail)	All other similar uses (plumbing, electrical, lumber & building equipment- with no outdoor storage)	X	X	X	X	R	R
	Landscape equipment, hardscape materials (without outdoor storage)	X	X	X	X	X	R
	Landscape equipment, hardscape materials (with outdoor storage)	X	X	X	X	X	R
Eating and Drinking Establishments	Bar, tavern, night club	X	X	R	R	R	R
	Brewpub	X	X	R	R	R	R
	Catering services	X	X	R	R	R	R
	Restaurant with drive-thru/up	X	X	R	R	R	R
	Restaurant without drive-thru/up	X	P	R	R	R	R
Financial Institutions	Tasting room	X	X	R	R	R	R
	Bank or financial institution	X	X	R	R	R	R
	Convenience store/grocery store (<5,000 sf)	X	P	R	R	R	R
	Grocery store (>5,000 sf)	X	X	X	X	X	R
	Liquor Store	X	X	P	R	R	R
Food and Beverage Sales	All other similar uses (e.g., delicatessen, retail bakery, specialty food market, coffee shop)	X	R	R	R	R	R
	Fuel sales with no vehicle repair	X	X	X	X	R	R
	Fuel sales with minor vehicle repair	X	X	X	X	X	R
	Natural gas fuel sales	X	X	X	X	R	R
	Natural gas fuel sales for trucks	X	X	X	X	X	R
Funeral and Internment Services	Cemetery/pet cemetery/mausoleum	X	X	X	X	X	C
	Funeral home	X	X	X	R	R	R
Office	Business or professional (including medical/dental office/clinics)	X	P	R	R	R	R
	Courier services	X	P	R	R	R	R
	Massage therapy office/clinics	X	P	R	R	R	R
Personal Services	Instructional services, studios	X	P	R	R	R	R
	Temporary Agency	X	X	X	X	X	R
Recreation or Amusement Facilities, Private	Bingo establishments/social gaming outlet/performance centers	X	X	R	R	R	R
	Bowling, billiards, movie theaters & similar uses	X	X	R	R	R	R
	Drive-in theater	X	X	X	X	X	C
	Health clubs	X	R	R	R	R	R
	Outdoor recreation with lights/Indoor recreation	X	X	X	R	R	R
	Outdoor recreation without lights	X	R	R	R	R	R
Repair Services (Not Including Vehicles)	Furniture or major household appliance repair	X	X	X	X	R	R
	Farmers Market, Flea markets, indoor/outdoor	X	X	X	R	R	R
Retail Establishments	Machinery sales, excluding truck trailers, heavy equipment, and farm machinery	X	X	X	X	X	R
	Pawn shop	X	X	X	X	P	P
	Retail business store <25,000 sf	X	P	R	R	R	R
	Retail business store >25,000 sf	X	X	R	R	R	R
	Tattoo parlor	X	X	X	X	R	R
	Thrift/consignment store	X	X	X	R	R	R
	Automobile rentals	X	X	X	X	R	R
Vehicle/Equipment Sales and Services	Automobile washing facility	X	X	R	R	R	R
	Limited moving truck (<30 feet) / equipment self-rental facilities	X	X	X	X	R	R
	Motor vehicle dealer/sales, new and used automobiles < 3 acres	X	X	X	X	P	P
	Motor vehicle dealer/sales, new and used automobiles > 3 acres	X	X	X	X	X	R
	Tire shop <10,000 sf	X	X	X	R	R	C
	Vehicle repair, major (includes auto body repair, paint shops, and incidental sales of parts)	X	X	X	X	X	R
	Vehicle repair, minor	X	X	X	R	R	R
	Bed and breakfast establishments	X	P	R	R	R	R
Visitor Accomodations	Hotel or motel lodging establishments	X	X	X	R	R	R

USE CLASSIFICATION	SPECIFIC USE TYPE	R-1	R-2	R-3	MU	TC-2	BP-1
OFFICE FLEX							
Office Flex	Office Flex	X	X	X	X	R	R
INDUSTRIAL USES							
Auction House or Yard	Auction house (inside)	X	X	X	X	P	P
	Building, developing, general contracting (Office)	X	X	X	X	X	R
Contractor Operations	Contractor's shop and storage yard	X	X	X	X	X	C
	Contractor - landscaping	X	X	X	X	X	C
	Special trade contractors	X	X	X	X	X	C
	Micro-distillery	X	X	X	X	X	R
Manufacturing, Food	Microbrewery	X	X	X	R	R	R
	Micro-winery	X	X	X	R	R	R
	Medical marijuana center	X	X	X	X	X	R
Marijuana Uses	Retail marijuana store	X	X	X	X	X	R
	Motion picture and video industry	X	X	X	P	R	R
Motion Picture and Video Industry	Above-ground storage tanks of propane < 10,000 cubic feet capacity	X	X	P	P	P	P
	Outdoor storage of vehicles (RV's, boats, or buses)	X	X	X	X	X	C
Outdoor Storage	Printing and related support activities	X	X	P	R	R	R
	Printing and Publishing	X	X	P	R	R	R
Research and Development Services	Publishing industry	X	X	P	R	R	R
	Solar panel array, production and distribution	X	X	X	R	R	R
Resource Extracton	Trade and technical uses	X	X	X	X	R	R
	Subsurface extraction (including oil and natural gas extraction)	C	C	C	C	C	C
Truck/Transportation Services	Private bus station without repair	X	X	R	R	R	R
	Indoor climate controlled mini-storage and warehouse without outdoor storage (Prohibited adjacent to arterial streets)	X	X	X	X	R	R
Warehousing & Distribution	Produce storage and warehousing	X	X	X	X	X	R
	Retail sales in conjunction with warehouse establishment	X	X	X	X	R	R
	Warehousing and storage, general	X	X	X	X	R	R
	Building materials, garden equipment, and supply dealers	X	X	X	X	X	C
Wholesale Establishments (Including Accessory Offices)	Food Production	X	X	X	X	X	C
	Grocery and related product wholesale	X	X	X	X	X	P
	Retail sales in conjunction with wholesaling	X	X	X	X	X	C
	Wholesale establishments incidental to other principal uses	X	X	X	X	X	C
	Wholesale houses and distributors (including warehouse clubs)	X	X	X	X	X	R

NOTE: USES NOT LISTED ARE TO BE INTERPRETED BY COMMUNITY DEVELOPMENT DIRECTOR IN ACCORDANCE WITH THE LDC.



REUNION

PUD ZONE DOCUMENT AMENDMENT #5

CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO

ISSUE DATE
6/28/2018
REVISION DATES
10/04/2018
11/30/2018
SHEET TITLE
LAND USE DESIGNATION MATRIX
SHEET NUMBER

REUNION PUD ZONE DOCUMENT

AMENDMENT #5 OF THE BUFFALO HILLS RANCH PUD ZONE DOCUMENT

PORTIONS OF SECTIONS 7, 8, 9, 10, 16 AND 18 OF T.2S., R66W OF THE 6TH P.M.,

AND A PORTION OF SECTION 13, T.2S., R67W., OF THE 6TH P.M.,

COUNTY OF ADAMS, CITY OF COMMERCE CITY, STATE OF COLORADO

USE CLASSIFICATION	SPECIFIC USE TYPE	R-1	R-2	R-3	MU	TC-2	BP-1
PUBLIC, INSTITUTIONAL & CIVIL USES							
Agriculture (As Accessory to Education)	Food manufacturing, miscellaneous, all other, exclusively grown on premises	X	X	X	X	X	C
	Agricultural support businesses and services	R	R	R	R	R	R
Agircultural Services (Education)	Animal production, excluding NAICS 112990	X	X	X	X	X	R
	Animal production support services	X	X	X	X	X	R
	Riding stables / equestrian training	X	X	X	X	X	R
	Veterinary services (livestock)	X	X	X	X	R	R
Clubs and Lodges	Community Center/Clubhouse	P	R	R	R	R	R
	Gun club (indoor)	X	X	X	X	X	P
Community Services	Events center < 15,000 sf	X	X	X	R	R	R
	Events center > 15,000 sf	X	X	X	X	R	R
Day Care Facilities, Adult or Child	Child care center	X	X	R	R	R	R
	Adult day care center	X	X	R	R	R	R
	Day care home	R	R	R	R	R	R
Dog Park	Dog Park	R	R	R	R	R	R
Golf Course	Golf course/driving range	R	R	R	R	R	R
Hospitals	Garage and office for ambulance service (Ancillary Uses)	X	X	X	R	R	R
	Hospital	X	X	X	X	R	R
	Outpatient surgical centers	X	X	X	R	R	R
	Public or private airport or heliport (Ancillary Uses)	X	X	X	X	R	R
	Substance Abuse Treatment Facility, Inpatient residential (Ancillary Uses)	X	X	X	X	R	R
	Substance abuse treatment facility, Outpatient clinic (Ancillary Uses)	X	X	X	X	R	R
Public Lands, Parks, and Buildings	Library	R	R	R	R	R	R
	Public administrative office or service building	X	X	R	R	R	R
	Public park or recreational facilities	R	R	R	R	R	R
	Public stadium, arena, or auditorium	X	X	X	R	R	R
	Police or fire station	X	R	R	R	R	R
	Other public facility	X	C	C	R	R	R
Religious Institutions	Church or religious institution	P	P	R	R	R	R
Educational Facilities	Elementary and secondary education schools	P	R	R	R	R	R
	Private business, trade, and vocation schools	X	X	X	R	R	R
	Post secondary colleges and universities	X	X	X	R	R	R
	Schools of special instruction	X	X	X	R	R	R
Transportation Facilities	Private automobile parking lots or parking garages as a principal use	X	X	X	P	R	R
	Parking garage	X	X	C	R	R	R
	Public parking lot	X	X	P	R	R	R
Utilities	Electric substation or gas regulator station	X	X	X	X	C	C
	Oil and Gas	C	C	C	C	C	C
	Public utility installation	R	R	R	R	R	R
	Public utility office	X	X	X	R	R	R
	Wind energy conversion systems (windmills)	P	P	P	P	P	P
Zoos, Arboretum, Botanical Gardens	Zoos, arboretum, botanical gardens	X	X	X	X	R	R
RESIDENTIAL USES							
Group Living Facilities	Group home - Type A	X	R	R	R	R	R
	Group home - Type B	X	X	C	C	C	C
Household Living	Foster care home	R	R	R	R	R	R
	Multi-family dwelling	X	R	R	R	R	R
	Single-family detached dwelling	R	R	R	R	R (1)	X
	Single-family attached dwelling	X	R	R	R	R	P
	Cluster home	R	R	R	R	R	R
	Boarding or rooming house	X	X	R	R	R	R
	Home occupation	R	R	R	R	R	R
Senior Housing	Assisted living facility	X	X	R	R	R	R
	Nursing homes	X	X	P	R	R	R

NOTES:

(1) SINGLE-FAMILY DETACHED DWELLINGS SHALL NOT BE ALLOWED IN PLANNING AREAS 1-D, 1-E, AND 1-H.

USES NOT LISTED ARE TO BE INTERPRETED BY COMMUNITY DEVELOPMENT DIRECTOR IN ACCORDANCE WITH THE LDC.

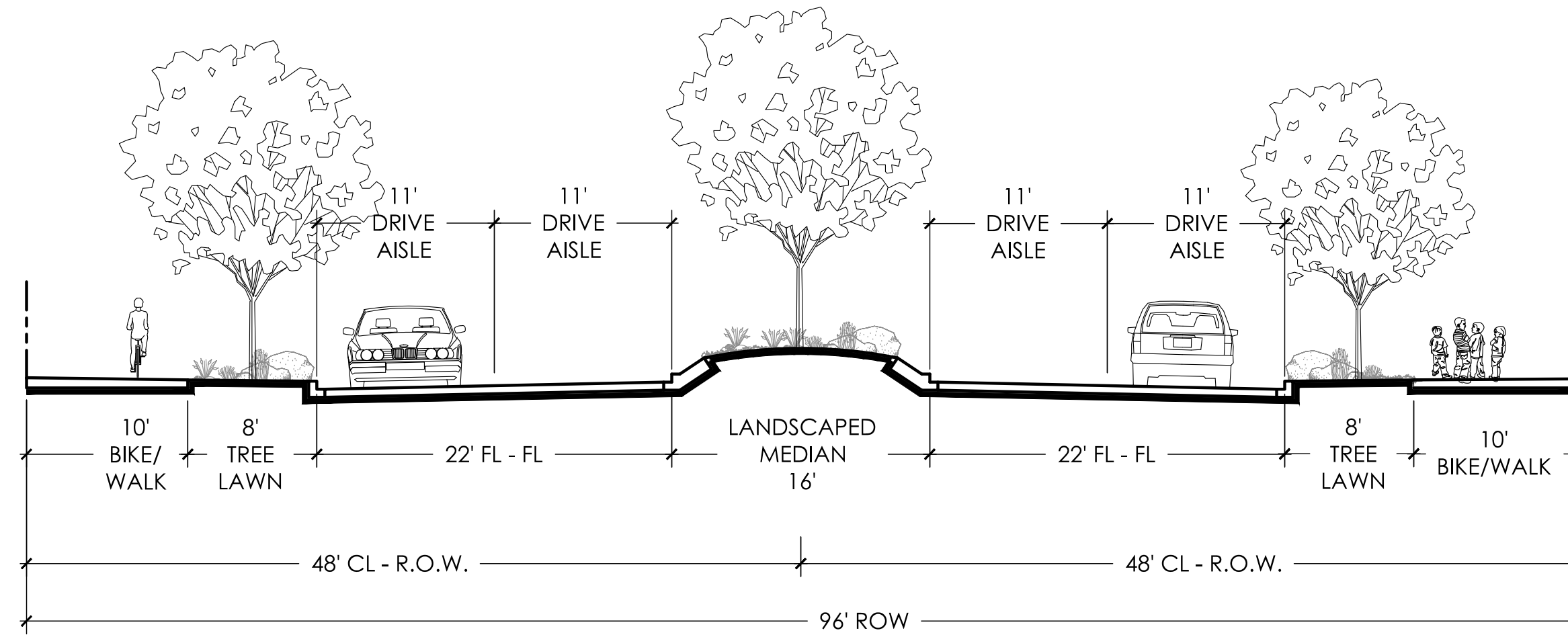
USES ALLOWED BY ZONING DISTRICT

R = ALLOWED BY RIGHT P = USE BY PERMIT C = CONDITIONAL USE X = NOT PERMITTED

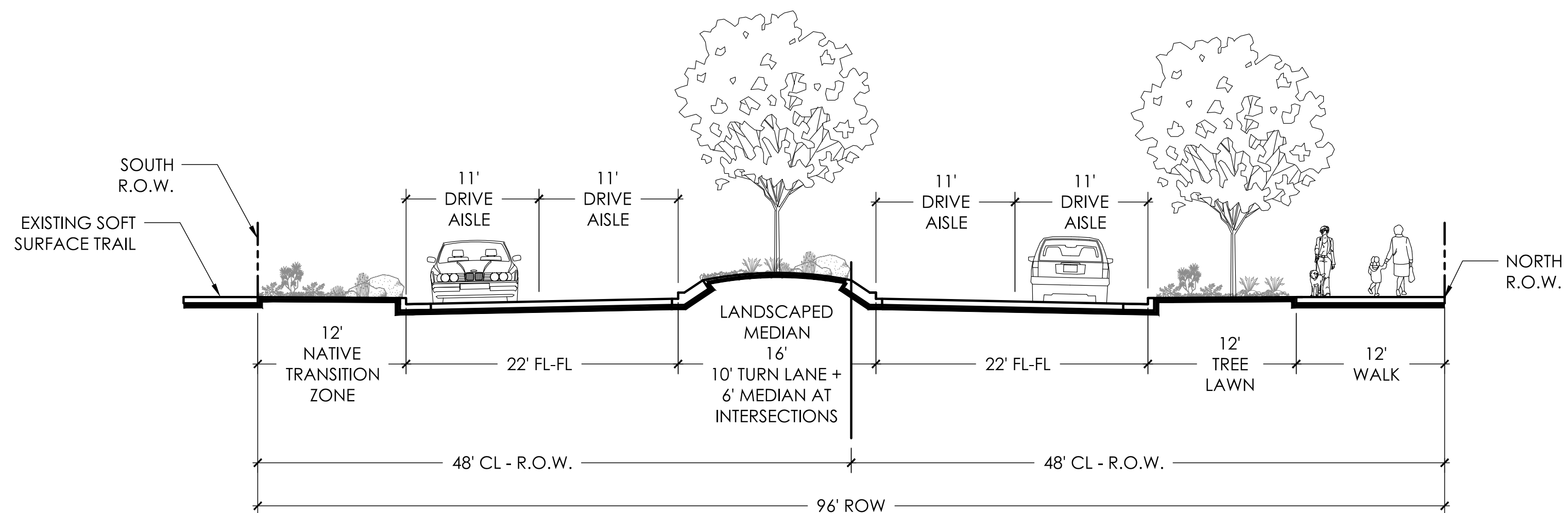
# REUNION PUD ZONE DOCUMENT

## AMENDMENT #5 OF THE BUFFALO HILLS RANCH PUD ZONE DOCUMENT

PORTIONS OF SECTIONS 7, 8, 9, 10, 16 AND 18 OF T.2S., R66W OF THE 6TH P.M.,  
AND A PORTION OF SECTION 13, T.2S., R67W., OF THE 6TH P.M.,  
COUNTY OF ADAMS, CITY OF COMMERCE CITY, STATE OF COLORADO



HIGH PLAINS PARKWAY  
(E 104TH AVE. TO E 112ND AVE.)



E 96TH. AVE.  
(CHAMBERS RD. TO WEST EDGE OF VILLAGE 9)



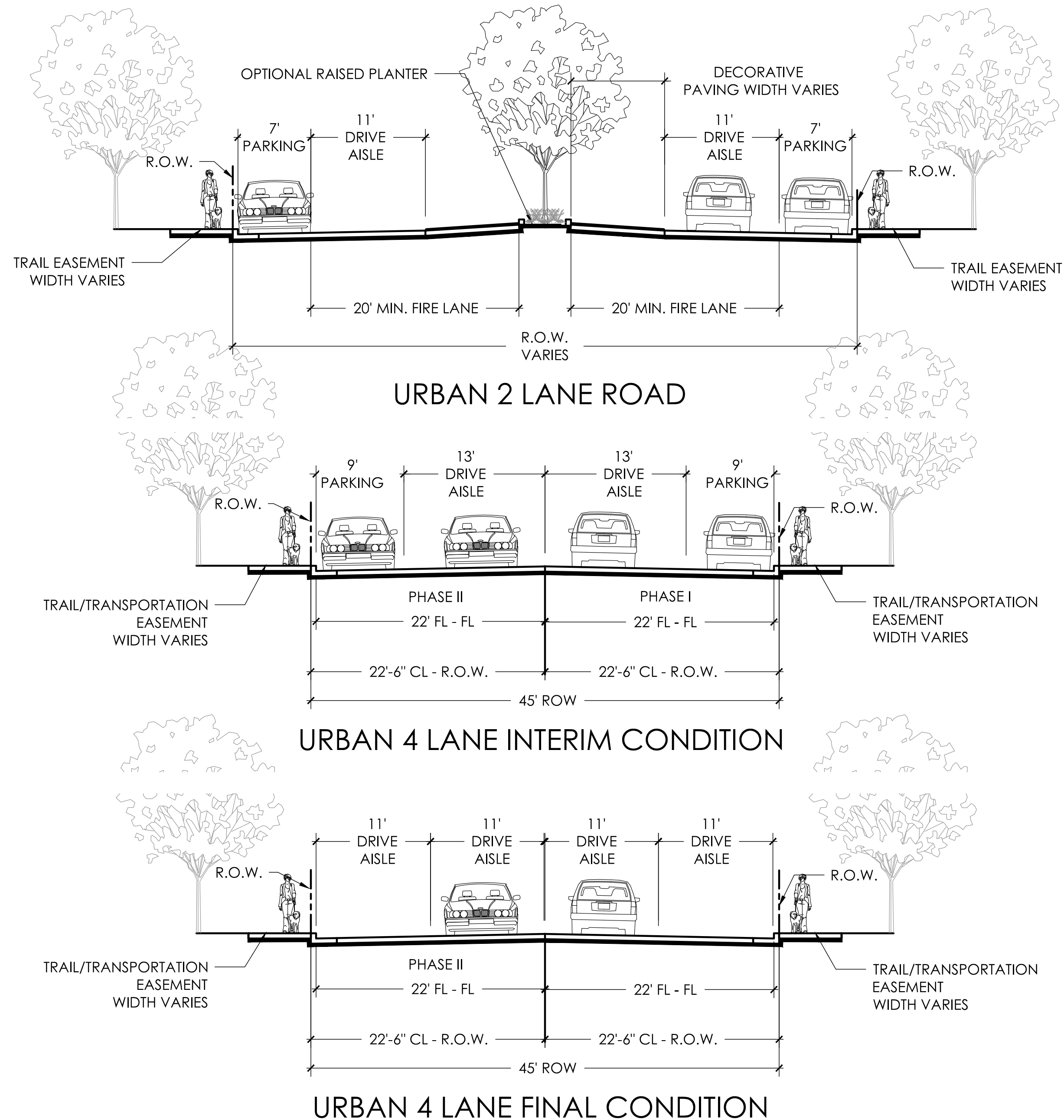
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### REUNION PUD ZONE DOCUMENT AMENDMENT #5

CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO



- NOTES:
- STREET TREES ARE REQUIRED ALONG ALL URBAN STREET SECTIONS. ONE (1) TREE PER EVERY FORTY (40) FEET IS REQUIRED. STREET TREES ARE TO BE LOCATED WITHIN TWENTY (20) FEET OF THE BACK OF CURB.
  - THE URBAN STREET SECTIONS SHOWN ON THIS SHEET ARE ALLOWED ONLY IN VILLAGE 1. WALK WIDTHS WILL BE A MINIMUM OF SIX (6) FEET AND WILL BE ON BOTH SIDES OF THE STREET.
  -

ISSUE DATE

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REVISION DATES

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11/30/2018

SHEET TITLE

STREET SECTIONS

SHEET NUMBER

19

of 19