

## REIMBURSEMENT AGREEMENT & DEVELOPMENT RESTRICTION

**THIS REIMBURSEMENT AGREEMENT & DEVELOPMENT RESTRICTION** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 (“Effective Date”), by and between REUNION METROPOLITAN DISTRICT (“**Reunion**”), a Colorado special district, SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership (“**Shea**”), and the CITY OF COMMERCE CITY, a Colorado home rule municipality (“**City**”) (collectively, “**Parties**”).

### RECITALS

A. WHEREAS, Shea owns, has developed, or will own and/or develop property along the Tower Road corridor in the City as described in **Exhibit A (“Shea Property”)** and, along with other property owners along the Tower Road corridor (“**Owners**”), are responsible for the management of stormwater drainage from and over their properties;

B. WHEREAS, the City has designed certain drainage improvements (“**T88 Improvements**”) as part of the City’s Tower Road Widening Project, Project No. PW-03-2014 (“**Project**”), as conceptually depicted on **Exhibit B-1** attached to this Agreement and as described on the Project final plans known as T-88 Basin, Storm Drainage Improvements Construction Plans (CoCCPW No. 201-03-PW, May 2017, Job No. 15-036), which cover page is on **Exhibit B-2** (Tower Road Improvements – Phase 1) and **Exhibit B-3** (Gamma Gulch & Second Creek Improvements – Phase 2, to be finalized upon completion of analysis by Urban Drainage & Flood Control District) attached to this Agreement (collectively, “**Plans and Specifications**”), that will directly benefit the Shea Property, property previously developed by Shea, and property owned by the Owners;

A. WHEREAS, Shea and the City agree that 386.68 acres of the Shea Property, including developable and undevelopable property and other areas to be dedicated or set aside for public use, will drain to or otherwise be served by the T88 Improvements, as depicted on **Exhibit C (“Drainage Property”)**, and that Shea and Reunion will overdetermine such that the designed release from the Drainage Property into the T88 Improvements will be no greater than 50% of historic, 100-year storm runoff rate during a 100-year storm event, as quantified within the following reports: Final Drainage Report for Reunion District Infrastructure Conversion of 104<sup>th</sup> Avenue Retention Pond, dated July 31, 2017, prepared by JR Engineering, LLC; Settler’s Detention Pond and the T88 Outfall, dated August 28, 2017, prepared by Calibre Engineering, Inc.; and Final Drainage Study T88 Regional Drainage Improvements, dated August 25, 2017, prepared by Core Consultants, Inc.;

B. WHEREAS, Shea, Reunion, and the City acknowledge that additional improvements will need to be designed and installed for the Drainage Property to comply with all City and state drainage requirements, that these additional improvements will be in addition to and not included in the T88 Improvements, and that the City will have no responsibility for the costs associated with these additional improvements;

C. WHEREAS, a portion of the dirt generated by the T88 Improvements will be stockpiled on the Drainage Property, for future use by Shea, at stockpile locations identified in the plans;

D. WHEREAS, Reunion previously designed and constructed certain drainage improvements as part of Shea's development project as depicted in **Exhibit D** ("**Shea Improvements**"), that, in conjunction with the T88 Improvements (collectively, "**Drainage Improvements**"), directly benefits or will benefit the Shea Property, property previously developed by Shea, and property owned by the Owners;

E. WHEREAS, that portion of the Shea Improvements that benefits the Owners (excluding any costs of improvements that benefit the Shea Property) was designed and constructed by Reunion at a cost of \$1,478,000 through funding advances previously provided to Reunion by Shea;

F. WHEREAS, the City has awarded the contract for the Project, but not for the T88 Improvements, to Flatirons Constructors and has expended or will expend funds for the design and construction of the Project and the construction of the T88 Improvements, if Shea agrees to reimburse the City the Reimbursement Amount (defined below) and if Shea and Reunion agree to perform such other acts as provided in this Agreement;

G. WHEREAS, the City, Shea, and Reunion desire to establish terms for the reimbursement to the City from Shea for a portion of the costs of the T88 Improvements, the allocation of the costs of the Shea Improvements as a credit to Shea's reimbursement obligation, the reimbursement of Reunion for the costs of the Shea Improvements exceeding Shea's reimbursement obligation of the T88 Improvements through reimbursements by the Owners, and to grant the City and its designees access to the Shea Property to complete the T88 Improvements and other improvements.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the sufficiency of which is expressly acknowledged, Shea, Reunion, and the City agree as follows:

### 1. Advance of Funds: Construction.

a. The City and its designees will undertake and complete the construction of each element of work substantially in accordance with the Plans and Specifications ("**Work**") and will timely make payment of all costs related to the Work as the same become due and payable. The City, in its sole discretion and independent judgment, will determine the timing and manner of design and construction of the T88 Improvements and may delay or modify the T88 Improvements, so long as the City's performance and completion substantially meets or exceeds the Plans and Specifications except as agreed to by the City and Shea. When considering any non-emergency change orders that increase the cost of the Work by more than \$50,000.00, the City will consult with Shea in a good faith effort to reduce or limit any increases to the cost of the Work.

b. The City shall give Shea reasonable advance written notice of the date of its planned commencement of the Work. Notwithstanding the foregoing or anything in this Agreement to the contrary, the City will award a contract for the Work on or before September 30, 2017 (“Award Date”) and each and every element of the Work shall be substantially completed on or before December 31, 2020 (“Construction Deadline”).

c. A copy of all surveys, geotechnical reports, drainage analyses and other investigations regarding the Project and delivered to the City in connection with the Work shall be provided to the Shea at or prior to the Completion Date, except as protected from disclosure by law.

d. In the contract for the construction of the Work, the City will require its contractor (the “City Contractor”):

i. To provide insurance, in the form and amounts generally required by the City for the construction of capital projects as identified in **Exhibit E**, specifically naming Shea and its subsidiaries, affiliates, officers, directors, employees, and agents as “additional insureds” (except workers’ compensation and employer’s liability insurance policies, if any), which the City will cause the City Contractor or its subcontractors to provide to Shea a certificate or certificates of insurance evidencing all required insurance herein before commencement of the Work;

ii. To provide a one-year warranty guarantee to the City and Shea for the Work; and

iii. To expressly name Shea as a third-party beneficiary of the contract with respect to the insurance, performance and payment bonds and warranty provisions.

## 2. Reimbursable Amount.

a. Shea stipulates that the Drainage Property will drain to or be served by the T88 Improvements. Based on the foregoing and as provided in this Agreement, Shea is responsible for 41.77% of the actual costs of design, engineering, construction management, construction and all related expenses of the Work paid by or on behalf of the City plus \$62,655 related to costs attributable to another property that Owner has agreed to pay (collectively, the “Reimbursement Amount”). The estimated Reimbursement Amount is \$1,821,500 (“Estimated Reimbursement Amount”). Notwithstanding anything to the contrary contained in this Agreement, under no circumstances shall Shea’s Reimbursement Amount exceed the Estimated Reimbursement Amount (the “Maximum Cap”); provided, however, that the parties hereby agree that the Maximum Cap may increase to account for the additional reasonable costs not already accounted for as of the Effective Date related to what is commonly known as the Gamma Gulch & Second Creek Improvements on that certain Regional Drainage Cost Summary dated August 15, 2017, and for such change orders as discussed in Section 1(a) above.

b. The City and Shea agree that Shea shall receive a credit against the Reimbursement Amount based on the costs of the Shea Improvements, which the Parties agree is \$1,478,000.

c. The Reimbursement Amount will be determined as of the Completion Date (defined below). If the Reimbursement Amount exceeds the cost of the Shea Improvements, as defined below, Interest (“**Interest**”) shall accrue at the rate of 6% simple interest per annum on the Reimbursement Amount, as reduced by the credit against the Reimbursement Amount based on the cost of the Shea Improvements and any payments under this Agreement, from that date that the Reimbursement Amount is determined to that date that the Reimbursement Amount is fully paid.

d. Within 120 days after the completion of the Work (including final settlement with the City Contractor), the City will provide written certification (“**Certification**”), which will contain the final Reimbursement Amount and the date when the Work was completed (“**Completion Date**”) substantially in accordance with the Plan and Specifications. Shea must report any errors related only to the Reimbursement Amount in the Certification within 30 days of the date of the Certification (the “**Reporting Period**”) and waives any claims related to such errors not reported to the City within the Reporting Period. The resolution of such reported errors shall be a condition to the approval of a subdivision plat and issuance of a grading permit for any property subject to the Development Restriction, as defined below; the City shall not be liable for any delay in the approval of such subdivision plat and issuance of a grading permit as a result of a pending dispute as to such reported errors.

e. The City and Shea hereby agree that Shea shall be under no obligation to pay the Reimbursement Amount, and no interest shall accrue, until the City has provided the following as follows:

- i. final Lien Releases for all labor, suppliers, material, contractors and subcontractors utilized in connection with the Work; and
- ii. an as-built record drawing survey for the Work, substantially in accordance with the Plans and Specifications, as modified in accordance with this Agreement, by a licensed engineer or architect (the “**Record Drawing Survey**”).
- iii. The City’s Contractor’s warranty.

### 3. Payment of Reimbursement.

a. Reimbursement Amount Equal To Shea Improvements. If the Reimbursement Amount is equal to the cost of the Shea Improvements, no reimbursement shall be payable to Shea or Reunion and the Reimbursement Amount shall not be payable to the City.

b. Reimbursement Amount Less Than Shea Improvements. If the cost of the Shea Improvements exceeds the Reimbursement Amount, the City shall reimburse Reunion the difference (the “**Reunion Reimbursement**”) as it collects reimbursements from the Owners for their portions of the T88 Improvements, provided the City shall be required to provide only 27.5% of any payments received from the Owners. The City shall provide such reimbursement until the earlier of the time that the Reunion Reimbursement is repaid or no additional funds could become available for such reimbursement. Payment of the Reunion Reimbursement is limited to funds collected from the Owners. Nothing in this Agreement shall be construed to

obligate the City to allocate any funds to provide reimbursement to Reunion or Shea beyond the amounts collected from the Owners, unless specifically allocated by the City.

c. Reimbursement Amount Greater Than Shea Improvements.

- i. If the Reimbursement Amount exceeds the cost of the Shea Improvements, subject to the Development Restriction (defined below), Shea, or its successor or assign, shall pay the difference, plus Interest, to the City at the earlier of:
  1. The City's approval of a subdivision plat (as used in this Agreement, a subdivision plat includes a replat) for any portion of the Shea Property east of Tower Road and south of 104th Avenue; or
  2. The City's issuance of a grading permit for any portion of the Shea Property east of Tower Road and south of 104th Avenue that is platted as of the Effective Date, unless replatted and subject to Section 3(c)(i)(1) herein,
- ii. The amount payable pursuant to Section 3(c) shall be determined according to the following formula unless all amounts are due pursuant to Section 3(c):
$$\frac{\text{Acres Subject to Subdivision Plat or Grading Permit/Total Acres Subject to Section 3(c)}}{\text{Fee Payable/(Reimbursement Amount + Accrued Interest)}}$$
- iii. If any person seeks to obtain a subdivision plat or grading permit for any portion of the Shea Property east of Tower Road and south of 104th Avenue before completion of the Work, the Reimbursement Amount payable at that time will be the Estimated Reimbursement Amount. Upon the Completion Date and subject to Section 2(d), Shea will pay the City, within 30 days of written demand for payment, the difference between the Estimated Reimbursement Amount and the Reimbursement Amount plus any Interest, and the City may withhold any development approval for the Shea Property east of Tower Road and south of 104th Avenue until such amount is paid. If the Estimated Reimbursement Amount is greater than the Reimbursement Amount, the City will refund the amount of such overpayment to Shea within 30 days of the receipt of written demand for payment.
- iv. Payment of the Reimbursement Amount in accordance with this Agreement shall be a condition to the City's approval of any subdivision plat or issuance of any grading permit for the Shea Property east of Tower Road and south of 104th Avenue, as applicable. The City may institute such policies as are reasonably necessary to collect the Reimbursement Amount. This Section shall not limit the obligation of Shea to pay, or the City to collect from Shea, any other development fee as provided by law.

4. Development Restriction.

a. Except as provided in Section 3(c) herein, the City will not approve or issue or be required to approve or issue, and Shea or any other party will not be entitled to receive, a subdivision plat or grading permit for any portion of the Shea Property east of Tower Road and south of 104th Avenue until the Reimbursement Amount and Interest payable for such portion has been paid (“Development Restriction”).

b. The City will not be liable for any damages related to or arising from the City’s failure to approve any subdivision plat or issue any grading permit in accordance with this Agreement. Shea, for itself and its successors and assigns, agrees that Shea will not demand, or institute any legal action to require, that the City approve any subdivision plat or issue any grading permit except in accordance with this Agreement.

c. No development agreement, plat, or other development approval shall be construed to supersede this Agreement or remove the Development Restriction.

5. Binding Effect; Assignment. 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. Shea and Reunion shall not assign its obligations or rights under this Agreement without the City’s prior written consent. Any successor or assign of the whole, or of any part, of this Agreement will be jointly and severally liable for performance of such portion succeeded to or assigned.

6. Disclaimer of Warranties; Limitation of Remedies; Assumption of Risk. The City makes no warranty, express or implied, as to the adequacy or quality of the Plans and Specifications or the construction of the T88 Improvements. Neither Shea nor Reunion are relying on the City as to the quality or adequacy of the Plans and Specifications. The sole remedies of Shea and Reunion with respect to any damage or claim arising from or relating to defects in the Plans and Specifications or the T88 Improvements shall be limited to those available through Section 1(d) herein. Shea and Reunion expressly assumes all risks related to the performance of the T88 Improvements, constructed substantially in accordance with the Plans and Specifications, provided nothing in this Section or this Agreement shall be construed to be a limitation or waiver of any legal or equitable rights that Shea or Reunion have as a third-party beneficiary, additional named insured or otherwise under Section 1(d) herein against the City Contractor, its insurers or any surety. Shea and Reunion, for themselves and their successors and assigns, waive all claims for damage or loss of any kind, including consequential damages, against the City and its officers and employees arising from or related to the collection of any amounts from the Owners. Nothing in this Agreement shall be construed to require the City to pursue any claim or cause of action against any Owner, or waive or exercise any of its police powers.

7. Representations and Warranties of Shea. Shea represents and warrants to the City that:

a. Shea is a limited partnership duly organized and validly existing under the laws of the State of California, is authorized to conduct business as it is presently being conducted, is not in material violation of its governing documents or the laws of the State of Colorado which relate to the Shea Property, has the power and legal right to enter into this Agreement, and has duly authorized the execution, delivery, and performance of this Agreement;

b. The consummation of the transactions contemplated by this Agreement will not violate any provisions of its governing documents or constitute a default or result in the breach of any term of provision of any contract or agreement to which Shea is a party or by which it is bound; and

c. There is no litigation, proceeding, or investigation contesting the authority of Shea or its officers with respect to the Shea Property or this Agreement, and Shea is unaware of any such litigation, proceeding, or investigation being threatened.

8. Representations and Warranties of Reunion. Reunion represents and warrants to the City that:

a. Reunion is a special district duly organized and validly existing under the laws of the State of Colorado, is authorized to conduct business as it is presently being conducted, is not in violation of its governing documents or the laws of the State of Colorado, has the power and legal right to enter into this Agreement, and has duly authorized the execution, delivery, and performance of this Agreement;

b. The consummation of the transactions contemplated by this Agreement will not violate any provisions of its governing documents or constitute a default or result in the breach of any term of provision of any contract or agreement to which Reunion is a party or by which it is bound; and

c. There is no litigation, proceeding, or investigation contesting the authority of Reunion or its officers with respect to the Property or this Agreement, and Reunion is unaware of any such litigation, proceeding, or investigation being threatened.

9. Temporary Access Easements. Within 14 days of the execution of this Agreement by Shea and Reunion and for no additional compensation, the parties shall have approved for execution, acknowledgment and delivery for recordation in the Recorder's Office, temporary easement agreements pertaining to the Work to be completed on the Drainage Property, which will contain terms including, but not limited to, the term of the agreement (which shall continue to the Completion Date), written notification prior to access, purpose of access and remedies for property damage. Such easements shall be a condition to the City's commencement of the work.

10. Dedication of Property for T88 Improvements. For no additional compensation, the parties shall have approved for execution, acknowledgment and delivery for recordation in the Recorder's Office, permanent easement agreements for or dedications of the land on which the T88 Improvements have been installed. Such easement or dedication shall be a condition to the City's obligation to perform the work.

11. Cooperation. Shea, Reunion, and the City agree to reasonably cooperate and coordinate between themselves and with other property owners affected by the Work with respect to the completion of the Work. Shea, Reunion, and the City agree to work in good faith, using reasonable efforts, to resolve any unforeseen issues and disputes.

12. Term. This Agreement will be effective from the Effective Date until the date the Reimbursement Amount and any Interest has been paid, unless terminated as provided in this

Section. The City may terminate this Agreement if Shea, Reunion, any Owner, or any other property owner affected by the Work (a) fails to execute an agreement stipulating to the reimbursement of the portion of the cost of the Work attributable to such party; (b) or fails to execute access easements necessary for the Work; or (c) if Shea, Reunion, any Owner, or any other property owner affected by the Work terminates such agreement or easement. Shea or Reunion may terminate this Agreement if the City does not award a contract for the performance of the Work by the Award Date, provided notice of termination is received by the City prior to the award of a contract for the Work.

13. Notice. Any notice given pursuant to this Agreement will be sent by certified mail, return receipt requested, overnight delivery service, or hand delivery to the address given above or to any other address given in writing by an addressee to the other party. Notice to the City shall be given to the City Manager and copied to the City Attorney. Such notice, if given by mail, shall be deemed received three (3) days after mailing in accordance with this Section. Reports on the progress of the Work and notifications of significant changes in the Work may be sent by e-mail to addresses designated by Shea and Reunion.

14. General Provisions.

a. Incorporation by Reference. The recitals to this Agreement, **Exhibits A, B-1, B-2, B-3, C-1, C-2, D, and E** to this Agreement are incorporated by reference.

b. No Third-Party Beneficiaries. The parties expressly intend that any person other than the City, Reunion, and Shea will be deemed to be only an incidental beneficiary under this Agreement.

c. No Waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor shall any such waiver be a continuing waiver. A party's failure to insist upon strict performance of any of the terms, covenants, conditions or agreements contained in this Agreement shall not be deemed a waiver of any rights or remedies that said party may have and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms, covenants, conditions or agreements contained in this Agreement by the same party. Except as expressly provided in this Agreement, no waiver shall be binding on any party unless executed in writing by the party making such waiver.

d. Governmental Immunity. No term or condition of this Agreement will 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.*

e. Nonliability of Officials and Employees. No elected or appointed official, employee, agent, consultant or contractor of the City shall be personally liable to Shea, Reunion, or any successors or assign for any breach of this Agreement.

f. Non-Appropriation. Notwithstanding any other term or condition of this Agreement, all obligations of the City or Reunion under this Agreement, including all or any part of any payment or reimbursement obligations, whether direct or contingent, will only extend to payment of monies duly and lawfully appropriated and encumbered for the purpose of this Agreement



through the City's or Reunion's legally required budgeting, authorization, and appropriation process, as applicable. Further, the City and Reunion, by this Agreement, do not create a multiple fiscal year obligation or debt either within or without this Agreement. The City and Reunion, by this Agreement, do not bind future legislatures to make such appropriations.

g. Governing Law; Jurisdiction and Venue; Attorneys' Fees. This Agreement will be governed by the laws of the State of Colorado. Venue for any litigation arising out of or relating to this Agreement will be in the 17th Judicial District in Adams County, Colorado. Shea and Reunion consent and waive any objection to jurisdiction in the State of Colorado, including any right of removal based on diversity of citizenship. In the event that it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees. For purposes of this Agreement, "prevailing party" shall mean the party in whose favor a judgment, decree, or final order is rendered, either by an arbitrator or the court, after appeal, if any. In the event both Parties prevail on one or more claims, the prevailing party shall mean the net winner of a dispute, taking into account the claims pursued, the claims on which the pursuing party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other party. Notwithstanding the foregoing, Shea and Reunion shall be deemed to prevailing parties only if City is determined to have acted in bad faith or with gross negligence in the conduct giving rise to such claims.

h. Force Majeure. Any delay or failure in the performance by the City in the substantial completion of the Work by the Construction Deadline shall be excused if and to the extent caused by the occurrence of a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the City. Such causes or events (each, a "Force Majeure Event") include but are not limited to fires, floods, snowstorms, tornadoes or other adverse weather conditions, explosions, riots, wars, sabotage terrorism, vandalism, accident, injunctions, labor strikes, conditions of archaeological, paleological, or historical significance, unknown environmental hazards, and comparable events. Notwithstanding anything to the contrary contained in this Agreement, Force Majeure does not include the City's financial inability to perform any obligation under this Agreement.

i. No Partnership or Agency – Independent Contractor Relationship. Notwithstanding any language in this Agreement or any representation or warranty to the contrary herein, the relationship between Shea, Reunion, and the City will be as independent contractors, and neither the City, Shea, nor Reunion will be deemed or constitute an employee, servant, agent, partner or joint venture of the other.

j. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all such counterparts taken together will be deemed to constitute one and the same instrument.

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 will not affect the validity of any other term or provision hereof.

l. Rules of Construction. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and will 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, Shea, or Reunion 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. Section headings used in this Agreement are for convenience of reference only.

m. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement on behalf of the parties and to bind the parties to its terms.

n. Acknowledgement of Open Records Act – Public Document. The Parties hereby acknowledges that the City and Reunion are public entities subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*, and as such, this Agreement may be subject to public disclosure thereunder.

o. Compliance. The City shall at all times during the term of this Agreement comply, in all respects with all federal, state or local immigration laws, statutes, rules, codes, orders and regulations.

p. Assignment of Permit Fee Waiver. Shea assigns to the City and the City Contractor, on a non-exclusive basis, any rights to the waiver of permit fees granted to Shea and its successors under that certain Agreement dated January 5, 2006, between the E-470 Public Highway Authority, DIBC Buffalo Hills Ranch, LLC, FFP-DIA, LLC, and Shea Homes Limited Partnership to the extent applicable to the Work.”

**(Remainder of page intentionally blank – signature page(s) follow.)**

IN WITNESS WHEREOF, the City, Reunion, and Shea execute this Agreement as of the Effective Date.

**CITY OF COMMERCE CITY**

\_\_\_\_\_  
Brian K. McBroom, City Manager

ATTEST:

\_\_\_\_\_  
Laura J. Bauer, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert D. Sheesley, City Attorney

**REUNION METROPOLITAN DISTRICT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Title: \_\_\_\_\_

**SHEA HOMES LIMITED PARTNERSHIP**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**Exhibit A**  
**Property**

# EXHIBIT A

SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO.

A PARCEL OF LAND BEING A PORTION OF PARCEL 4 DESCRIBED AT RECEPTION NO. C0682573 OF THE OFFICIAL ADAMS COUNTY RECORDS, LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 15;  
THENCE SOUTH 13°02'21" EAST 130.07 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ALSO ON THE SOUTHERLY RIGHT-OF-WAY OF E-470, AS DESCRIBED IN BOOK 4660, PAGE 488, ADAMS COUNTY RECORDS;

THENCE ALONG SAID SOUTHERLY AND WESTERLY RIGHT-OF-WAY OF E-470 THE FOLLOWING SIX (6) COURSES:

1. THENCE NORTH 44°45'15" EAST 80.39 FEET;
2. THENCE NORTH 89°45'15" EAST 1749.27 FEET;
3. THENCE SOUTH 75°53'04" EAST 459.72 FEET;
4. THENCE SOUTH 50°13'41" EAST 86.89 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 662.96 FEET, A RADIAL LINE FROM SAID POINT BEARS NORTH 85°26'48" EAST;
5. THENCE SOUTHERLY ALONG SAID CURVE 146.35 FEET THROUGH A CENTRAL ANGLE OF 12°38'53";
6. THENCE TANGENT TO SAID CURVE SOUTH 17°12'05" EAST 290.08 FEET TO THE NORTHERLY LINE OF THAT PARCEL OF LAND TO PUBLIC SERVICE COMPANY, AS DESCRIBED IN BOOK 1047, PAGE 293, SAID ADAMS COUNTY RECORDS;

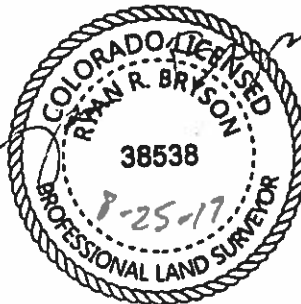
THENCE ALONG SAID NORTHERLY LINE SOUTH 89°35'26" WEST 2434.68 FEET TO THE EASTERLY RIGHT-OF-WAY OF TOWER ROAD;  
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY NORTH 00°17'45" EAST 541.05 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE VARIABLE WIDTH ROW OF TOWER ROAD DESCRIBED AT RECEPTION. NO. 2006001012227.

BASIS OF BEARING: NORTH LINE OF NW 1/4 SECTION 15, ASSUMED TO BEAR NORTH 89°45'15" EAST.

PREPARED BY: RYAN BRYSON  
PLS 38538

ON BEHALF OF: HARRIS KOCHER SMITH  
1120 LINCOLN STREET, SUITE 1000  
DENVER, CO 80203



FILED IN PLAT BOOK 150911 REIMBURSEMENT AGREEMENT PARCELS 15A-15B-15C-15D-15E-15F-15G-15H-15I-15J-15K-15L-15M-15N-15O-15P-15Q-15R-15S-15T-15U-15V-15W-15X-15Y-15Z-15AA-15AB-15AC-15AD-15AE-15AF-15AG-15AH-15AI-15AJ-15AK-15AL-15AM-15AN-15AO-15AP-15AQ-15AR-15AS-15AT-15AU-15AV-15AW-15AX-15AY-15AZ-15BA-15BB-15BC-15BD-15BE-15BF-15BG-15BH-15BI-15BJ-15BK-15BL-15BM-15BN-15BO-15BP-15BQ-15BR-15BS-15BT-15BU-15BV-15BW-15BX-15BY-15BZ-15CA-15CB-15CC-15CD-15CE-15CF-15CG-15CH-15CI-15CJ-15CK-15CL-15CM-15CN-15CO-15CP-15CQ-15CR-15CS-15CT-15CU-15CV-15CW-15CX-15CY-15CZ-15DA-15DB-15DC-15DD-15DE-15DF-15DG-15DH-15DI-15DJ-15DK-15DL-15DM-15DN-15DO-15DP-15DQ-15DR-15DS-15DT-15DU-15DV-15DW-15DX-15DY-15DZ-15EA-15EB-15EC-15ED-15EE-15EF-15EG-15EH-15EI-15EJ-15EK-15EL-15EM-15EN-15EO-15EP-15EQ-15ER-15ES-15ET-15EU-15EV-15EW-15EX-15EY-15EZ-15FA-15FB-15FC-15FD-15FE-15FF-15FG-15FH-15FI-15FJ-15FK-15FL-15FM-15FN-15FO-15FP-15FQ-15FR-15FS-15FT-15FU-15FV-15FW-15FX-15FY-15FZ-15GA-15GB-15GC-15GD-15GE-15GF-15GG-15GH-15GI-15GJ-15GK-15GL-15GM-15GN-15GO-15GP-15GQ-15GR-15GS-15GT-15GU-15GV-15GW-15GX-15GY-15GZ-15HA-15HB-15HC-15HD-15HE-15HF-15HG-15HH-15HI-15HJ-15HK-15HL-15HM-15HN-15HO-15HP-15HQ-15HR-15HS-15HT-15HU-15HV-15HW-15HX-15HY-15HZ-15IA-15IB-15IC-15ID-15IE-15IF-15IG-15IH-15II-15IJ-15IK-15IL-15IM-15IN-15IO-15IP-15IQ-15IR-15IS-15IT-15IU-15IV-15IW-15IX-15IY-15IZ-15JA-15JB-15JC-15JD-15JE-15JF-15JG-15JH-15JI-15JJ-15JK-15JL-15JM-15JN-15JO-15JP-15JQ-15JR-15JS-15JT-15JU-15JV-15JW-15JX-15JY-15JZ-15KA-15KB-15KC-15KD-15KE-15KF-15KG-15KH-15KI-15KJ-15KK-15KL-15KM-15KN-15KO-15KP-15KQ-15KR-15KS-15KT-15KU-15KV-15KW-15KX-15KY-15KZ-15LA-15LB-15LC-15LD-15LE-15LF-15LG-15LH-15LI-15LJ-15LK-15LL-15LM-15LN-15LO-15LP-15LQ-15LR-15LS-15LT-15LU-15LV-15LW-15LX-15LY-15LZ-15MA-15MB-15MC-15MD-15ME-15MF-15MG-15MH-15MI-15MJ-15MK-15ML-15MM-15MN-15MO-15MP-15MQ-15MR-15MS-15MT-15MU-15MV-15MW-15MX-15MY-15MZ-15NA-15NB-15NC-15ND-15NE-15NF-15NG-15NH-15NI-15NJ-15NK-15NL-15NM-15NN-15NO-15NP-15NQ-15NR-15NS-15NT-15NU-15NV-15NW-15NX-15NY-15NZ-15OA-15OB-15OC-15OD-15OE-15OF-15OG-15OH-15OI-15OJ-15OK-15OL-15OM-15ON-15OO-15OP-15OQ-15OR-15OS-15OT-15OU-15OV-15OW-15OX-15OY-15OZ-15PA-15PB-15PC-15PD-15PE-15PF-15PG-15PH-15PI-15PJ-15PK-15PL-15PM-15PN-15PO-15PP-15PQ-15PR-15PS-15PT-15PU-15PV-15PW-15PX-15PY-15PZ-15QA-15QB-15QC-15QD-15QE-15QF-15QG-15QH-15QI-15QJ-15QK-15QL-15QM-15QN-15QO-15QP-15QQ-15QR-15QS-15QT-15QU-15QV-15QW-15QX-15QY-15QZ-15RA-15RB-15RC-15RD-15RE-15RF-15RG-15RH-15RI-15RJ-15RK-15RL-15RM-15RN-15RO-15RP-15RQ-15RR-15RS-15RT-15RU-15RV-15RW-15RX-15RY-15RZ-15SA-15SB-15SC-15SD-15SE-15SF-15SG-15SH-15SI-15SJ-15SK-15SL-15SM-15SN-15SO-15SP-15SQ-15SR-15SS-15ST-15SU-15SV-15SW-15SX-15SY-15SZ-15TA-15TB-15TC-15TD-15TE-15TF-15TG-15TH-15TI-15TJ-15TK-15TL-15TM-15TN-15TO-15TP-15TQ-15TR-15TS-15TT-15TU-15TV-15TW-15TX-15TY-15TZ-15UA-15UB-15UC-15UD-15UE-15UF-15UG-15UH-15UI-15UJ-15UK-15UL-15UM-15UN-15UO-15UP-15UQ-15UR-15US-15UT-15UU-15UV-15UW-15UX-15UY-15UZ-15VA-15VB-15VC-15VD-15VE-15VF-15VG-15VH-15VI-15VJ-15VK-15VL-15VM-15VN-15VO-15VP-15VQ-15VR-15VS-15VT-15VU-15VV-15VW-15VX-15VY-15VZ-15WA-15WB-15WC-15WD-15WE-15WF-15WG-15WH-15WI-15WJ-15WK-15WL-15WM-15WN-15WO-15WP-15WQ-15WR-15WS-15WT-15WU-15WV-15WW-15WX-15WY-15WZ-15XA-15XB-15XC-15XD-15XE-15XF-15XG-15XH-15XI-15XJ-15XK-15XL-15XM-15XN-15XO-15XP-15XQ-15XR-15XS-15XT-15XU-15XV-15XW-15XX-15XY-15XZ-15YA-15YB-15YC-15YD-15YE-15YF-15YG-15YH-15YI-15YJ-15YK-15YL-15YM-15YN-15YO-15YP-15YQ-15YR-15YS-15YT-15YU-15YV-15YW-15YX-15YY-15YZ-15ZA-15ZB-15ZC-15ZD-15ZE-15ZF-15ZG-15ZH-15ZI-15ZJ-15ZK-15ZL-15ZM-15ZN-15ZO-15ZP-15ZQ-15ZR-15ZS-15ZT-15ZU-15ZV-15ZW-15ZX-15ZY-15ZZ

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

ISSUE DATE: 8-25-2017	PROJECT #: 150911
DATE	REVISION COMMENTS

CITY OF COMMERCE CITY

REIMBURSEMENT AGREEMENT  
EXHIBIT A  
SHEA HOMES, LP

**HKS** HARRIS KOCHER SMITH  
1120 Lincoln Street, Suite 1000  
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CHKD BY: GGS  
DRAWN BY: RRB

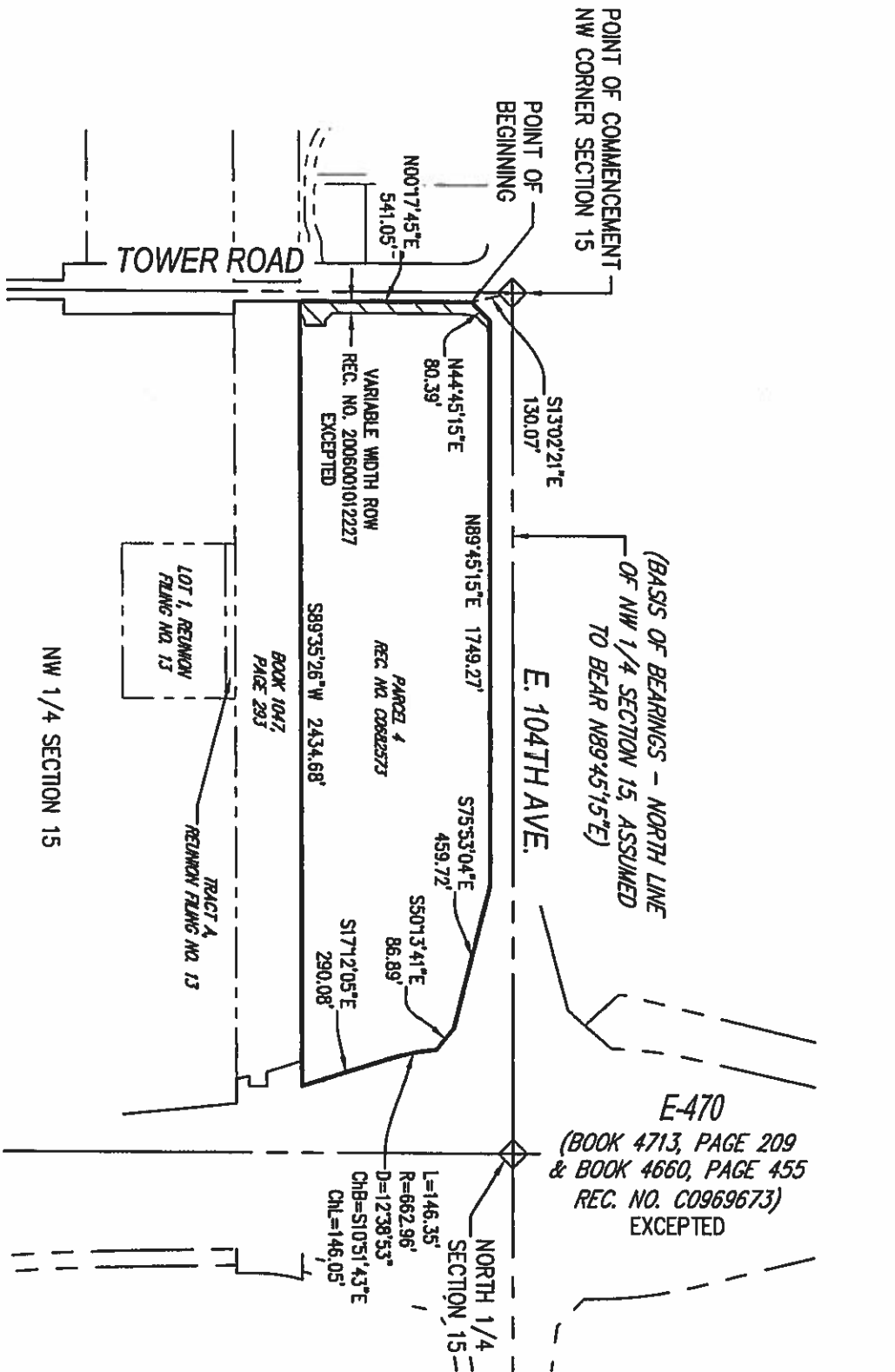
SHEET NO.

1

1 OF 2

SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 66 WEST  
OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO.

**EXHIBIT A**



NOTE:  
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND  
SURVEY. IT IS INTENDED TO DEPICT ONLY THE ATTACHED LEGAL  
DESCRIPTION.

REIMBURSEMENT AGREEMENT  
EXHIBIT A  
SHEA HOMES, LP

CITY OF COMMERCE CITY

ISSUE DATE: 8-25-2017	PROJECT #: 150911
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CHAND BY: GSS  
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SHEET NO. 2 OF 2

# EXHIBIT A

SITUATED IN SECTION 15, TOWNSHIP 2 SOUTH, RANGE 66 WEST  
OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO.

A PARCEL OF LAND BEING A PORTION OF PARCEL 3 DESCRIBED AT RECEPTION NO. C0682573 OF THE OFFICIAL ADAMS COUNTY RECORDS, LOCATED IN SECTION 15, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 15;

THENCE ALONG THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15 NORTH 00°16'35" EAST 2705.59 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 15;

THENCE ALONG THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15 SOUTH 89°09'03" WEST 2643.33 FEET TO THE EASTERLY RIGHT-OF-WAY OF TOWER ROAD;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY NORTH 00°17'45" EAST 1793.54 FEET TO THE SOUTHERLY LINE OF THAT PARCEL OF LAND TO PUBLIC SERVICE COMPANY, AS DESCRIBED IN BOOK 1047, PAGE 293, ADAMS COUNTY RECORDS;

THENCE ALONG SAID SOUTHERLY LINE NORTH 89°35'26" EAST 2489.16 FEET TO THE WESTERLY RIGHT-OF-WAY OF E-470, AS DESCRIBED IN BOOK 4660, PAGE 488, SAID ADAMS COUNTY RECORDS, SAID POINT BEING ALSO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 864.93 FEET, A RADIAL LINE FROM SAID POINT BEARS SOUTH 81°56'22" WEST;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY OF E-470 THE FOLLOWING (14) COURSES:

1. SOUTHERLY ALONG SAID CURVE 39.98 FEET THROUGH A CENTRAL ANGLE OF 2°38'55";
  2. THENCE TANGENT TO SAID CURVE SOUTH 05°24'43" EAST 311.23 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 5898.61 FEET;
  3. THENCE SOUTHERLY ALONG SAID CURVE 1126.70 FEET THROUGH A CENTRAL ANGLE OF 10°56'39";
  4. THENCE NON-TANGENT TO SAID CURVE SOUTH 25°12'00" EAST 205.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5879.58 FEET, A RADIAL LINE FROM SAID POINT BEARS NORTH 72°47'59" EAST;
  5. THENCE SOUTHEASTERLY ALONG SAID CURVE 1038.32 FEET THROUGH A CENTRAL ANGLE OF 10°07'06";
  6. THENCE NON-TANGENT TO SAID CURVE SOUTH 23°59'25" EAST 361.81 FEET;
  7. THENCE SOUTH 23°59'10" EAST 212.58 FEET;
  8. THENCE SOUTH 23°58'28" EAST 219.97 FEET;
  9. THENCE SOUTH 24°00'51" EAST 639.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2954.79 FEET. A RADIAL LINE FROM SAID POINT BEARS NORTH 65°59'45" EAST;
  10. THENCE SOUTHEASTERLY ALONG SAID CURVE 173.16 FEET THROUGH A CENTRAL ANGLE OF 3°21'28";
  11. THENCE TANGENT TO SAID CURVE SOUTH 27°21'43" EAST 268.84 FEET;
  12. THENCE SOUTH 50°25'53" WEST 66.27 FEET;
  13. THENCE SOUTH 83°27'04" WEST 426.48 FEET;
  14. THENCE SOUTH 00°22'27" EAST 76.00 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15;
- THENCE ALONG SAID SOUTH LINE SOUTH 89°37'33" WEST 902.76 FEET TO THE POINT OF BEGINNING.

EXCEPT TRACT A AND LOT 1, REUNION FILING NO. 13 DESCRIBED AT RECEPTION NO. C1081907;

AND EXCEPT THE VARIABLE WIDTH RIGHT OF WAY OF TOWER ROAD DESCRIBED AT RECEPTION NO. 2006001012227.

BASIS OF BEARINGS: WEST LINE OF SE 1/4 SECTION 15, ASSUMED TO BEAR NORTH 00°16'35" EAST

PREPARED BY: RYAN BRYSON  
PLS 38538

ON BEHALF OF: HARRIS KOCHER SMITH  
1120 LINCOLN STREET, SUITE 1000  
DENVER, CO 80203



REIMBURSEMENT AGREEMENT (REVISED 11-15-16) - PLEASE PRINT NAME AND PHONE NUMBER OF THE PARTY TO BE REIMBURSED

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH

DATE	REVISION COMMENTS

CITY OF COMMERCE CITY

REIMBURSEMENT AGREEMENT  
EXHIBIT A  
SHEA HOMES, LP

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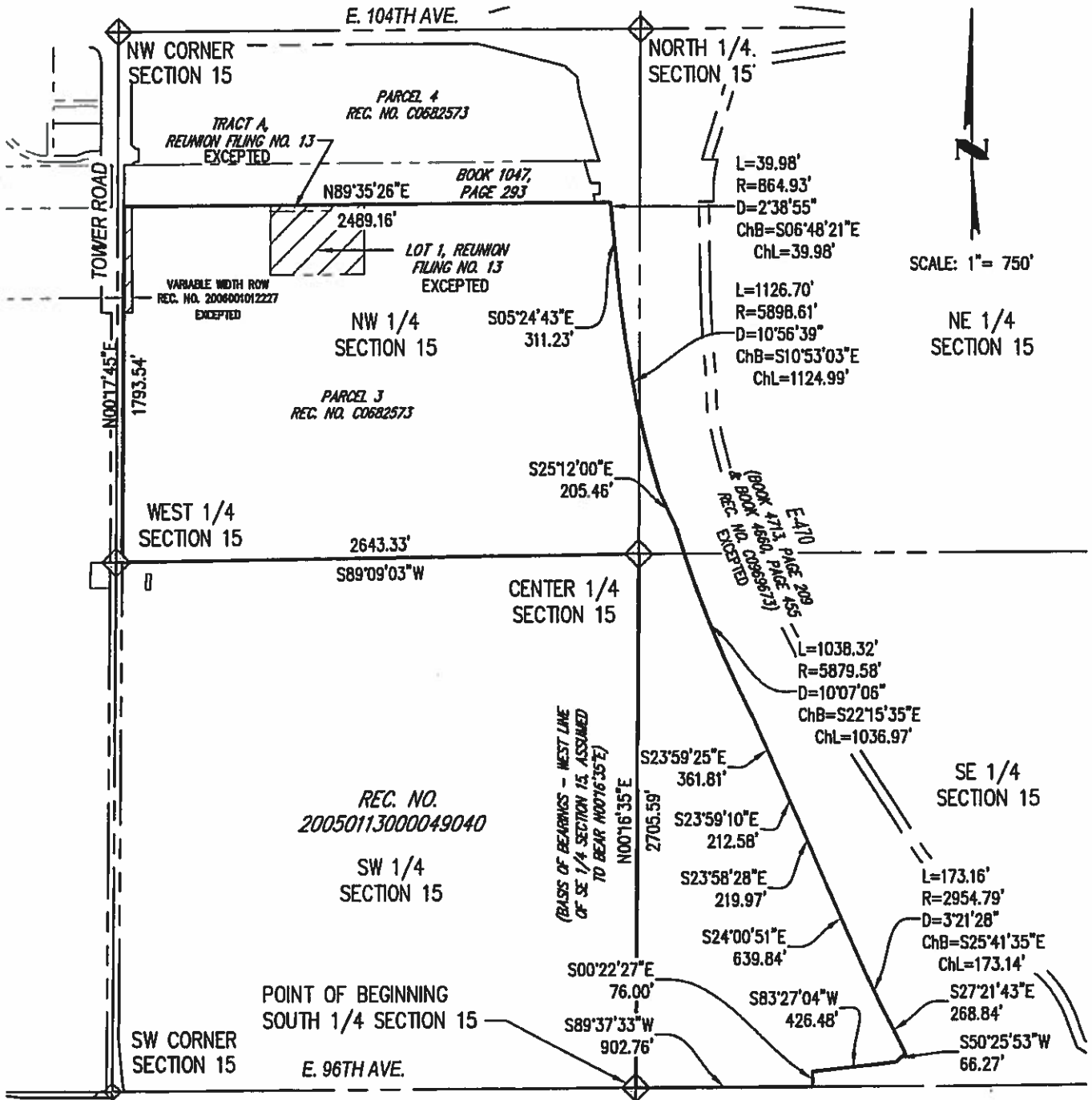
1

1 OF 2



# EXHIBIT A

SITUATED IN SECTION 15, TOWNSHIP 2 SOUTH, RANGE 66 WEST  
OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO.



**NOTE:**  
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.  
IT IS INTENDED TO DEPICT ONLY THE ATTACHED LEGAL DESCRIPTION.

REIMBURSEMENT AGREEMENT AGREEMENT PARCELS-DETAILED-SECTION 15 PARCELS 3 & 4

ISSUE DATE:	PROJECT #:
8-25-2017	150911
DATE	REVISION COMMENTS

CITY OF COMMERCE CITY

REIMBURSEMENT AGREEMENT  
EXHIBIT A  
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CHKD BY: GGS  
DRAWN BY: RRB

SHEET NO.  
2

1 of 2

# EXHIBIT A

SITUATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 66 WEST  
OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO.

A PARCEL OF LAND BEING A PORTION OF PARCEL 3, DESCRIBED AT RECEPTION NO. 2016000101024 OF THE OFFICIAL ADAMS COUNTY RECORDS, LOCATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 16, WHENCE THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16 BEARS NORTH 00°17'55" EAST, 2671.56 FEET, WITH ALL BEARINGS HEREIN REFERENCED TO SAID LINE;

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16, SOUTH 89°33'21" WEST, 75.00 FEET TO THE WESTERLY RIGHT-OF-WAY OF TOWER ROAD AS DESCRIBED IN SPECIAL WARRANTY DEED TO THE CITY OF COMMERCE CITY RECORDED JUNE 6, 2016 AT RECEPTION NO. 2016000045654 IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE, SOUTH 89°33'21" WEST, 1,158.69 FEET TO THE SOUTHEASTERLY CORNER OF REUNION FILING NO. 17 FINAL SUBDIVISION PLAT AS RECORDED JUNE 23, 2004 UNDER RECEPTION NO. 20040623000522270 IN SAID OFFICE OF THE COUNTY CLERK AND RECORDER;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID REUNION FILING NO. 17 THE FOLLOWING 7 COURSES:

- 1) NORTH 00°26'39" WEST, 32.00 FEET;
  - 2) SOUTH 89°33'21" WEST, 30.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20.00 FEET;
  - 3) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET;
  - 4) TANGENT TO SAID CURVE, NORTH 00°26'39" WEST, 151.42 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 468.00 FEET;
  - 5) NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°51'58", AN ARC LENGTH OF 178.61 FEET;
  - 6) TANGENT TO SAID CURVE, NORTH 21°25'19" EAST, 107.86 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 532.00 FEET;
  - 7) NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°21'08", AN ARC LENGTH OF 161.12 FEET;
- THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY OF REUNION FILING NO. 17 AND THE EASTERLY BOUNDARY OF THE FINAL SUBDIVISION PLAT OF REUNION FILING NO. 14 AS RECORDED NOVEMBER 18, 2003 UNDER RECEPTION NO. C1240723, IN SAID OFFICE OF THE COUNTY CLERK AND RECORDER, TANGENT TO SAID CURVE, NORTH 04°04'11" EAST, 131.73 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,532.00 FEET;

THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY OF REUNION FILING NO. 14 THE FOLLOWING 3 COURSES:

- 1) NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°39'46", AN ARC LENGTH OF 552.49 FEET;
- 2) TANGENT TO SAID CURVE, NORTH 16°35'34" WEST, 312.64 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 718.00 FEET;
- 3) NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°26'46", AN ARC LENGTH OF 181.03 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THAT PUBLIC SERVICE COMPANY RIGHT-OF-WAY AS RECORDED DECEMBER 11, 1962 IN BOOK 1034 AT PAGE 317, IN SAID OFFICE OF THE COUNTY CLERK AND RECORDER;

THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG SAID SOUTHERLY BOUNDARY, NON TANGENT TO SAID CURVE, NORTH 89°26'24" EAST, A DISTANCE OF 1269.77 FEET TO THE WESTERLY RIGHT-OF-WAY OF TOWER ROAD AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED NOVEMBER 17, 2006 UNDER RECEPTION NO. 2006001001961, IN SAID OFFICE OF THE COUNTY CLERK AND RECORDER;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING 2 COURSES:

- 1) SOUTH 00°17'55" WEST, 90.01 FEET;
  - 2) SOUTH 00°31'38" EAST, 442.34 FEET TO THE NORTHWESTERLY CORNER OF THE LAND DESCRIBED IN SAID SPECIAL WARRANTY DEED TO THE CITY OF COMMERCE CITY, RECORDED JUNE 6, 2016 AT RECEPTION NO. 2016000045654;
- THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY AND ALONG THE WESTERLY LINE OF SAID LAST DESCRIBED SPECIAL WARRANTY DEED THE FOLLOWING 2 COURSES:

- 1) SOUTH 00°00'37" WEST, 1119.11 FEET;
- 2) SOUTH 00°17'55" WEST, 141.92 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION OF THE ABOVE DESCRIBED PARCEL LYING NORTH OF THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 16.

PREPARED BY: RYAN BRYSON  
PLS 38538

ON BEHALF OF: HARRIS KOCHER SMITH  
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DENVER, CO 80203



THIS DRAWING IS VALID ONLY WHEN USED IN CONNECTION WITH THE PROJECT AND IS NOT TO BE REPRODUCED OR COPIED WITHOUT THE WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

ISSUE DATE: 8-25-2017		PROJECT #: 150911	
DATE	REVISION	COMMENTS	

CITY OF COMMERCE CITY

REIMBURSEMENT AGREEMENT  
EXHIBIT A  
SHEA HOMES, LP

**HKS** HARRIS KOCHER SMITH  
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CHKD BY: GGS  
DRAWN BY: RRB

SHEET NO.  
**1**  
1 OF 2

# EXHIBIT A

SITUATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO.

E. 104TH AVE.

NE CORNER SECTION 16

NE 1/4 SECTION 16

(BASIS OF BEARINGS - EAST LINE OF NE 1/4 SECTION 16, ASSUMED TO BEAR N00°17'55"E)

L=181.03'  
R=718.00'  
D=14°26'46"  
ChB=N09°22'11"W  
ChL=180.55'

UNPLATTED BOOK 1034, PAGE 317

N89°26'24"E

REC. NO. 2006001001961

N16°35'34"W 290.03'

1269.77'  
EXCEPTED PORTION OF PARCEL 3 REC. NO. 2016000101024

S00°17'55"W 90.01'  
S00°31'38"E 367.75'

NW 1/4 SECTION 15

N LINE OF THE S 1/2 NE 1/4 SEC. 16

REUNION FILING NO. 14

L=552.49'  
R=1532.00'  
D=20°39'46"  
ChB=N06°15'42"W  
ChL=549.50'

WALDEN STREET

S89°28'07"W 1160.46'

N16°35'34"W 22.61'  
N04°04'11"E 131.73'

S00°31'38"E 74.59'

REC. NO. 2016000045654

E. SOUTHLAWN PKWY.

REUNION FILING NO. 17

L=161.12'  
R=532.00'  
D=17°21'08"  
ChB=N12°44'45"E  
ChL=160.50'

PORTION OF PARCEL 3 REC. NO. 2016000101024

N21°25'19"E 107.86'  
N00°26'39"W 151.42'

S00°17'55"W 141.92'

POINT OF COMMENCEMENT EAST 1/4 SECTION 16

L=178.61'  
R=468.00'  
D=21°51'58"  
ChB=N10°29'20"E  
ChL=177.52'

N00°26'39"W 32.00'

S89°33'21"W 1158.69'

E. 100TH AVE.

UNPLATTED REC. NO. 2009000030450

TOWER ROAD

S00°00'37"W 1119.11'

S89°33'21"W 75.00'

POINT OF BEGINNING

SE 1/4 SECTION 16

L=31.42'  
R=20.00'  
D=90°00'00"  
ChB=N45°26'39"W  
ChL=28.28'

SW 1/4 SECTION 15

500 0 500 1000

SCALE: 1" = 500'

**NOTE:**

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ISSUE DATE: 8-25-2017 PROJECT #: 150911

DATE	REVISION COMMENTS

CITY OF COMMERCE CITY

REIMBURSEMENT AGREEMENT  
EXHIBIT A  
SHEA HOMES, LP

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CHKD BY: GGS  
DRAWN BY: RRB

SHEET NO.

2

2 OF 2

# EXHIBIT A

SITUATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO.

A PARCEL OF LAND BEING A PORTION OF PARCEL 3, DESCRIBED AT RECEPTION NO. 2016000101024 OF THE OFFICIAL ADAMS COUNTY RECORDS, LOCATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 16, WHENCE THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16 BEARS NORTH 00°17'55" EAST, 2671.56 FEET, WITH ALL BEARINGS HEREIN REFERENCED TO SAID LINE;

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16, SOUTH 89°33'21" WEST, 75.00 FEET TO THE WESTERLY RIGHT-OF-WAY OF TOWER ROAD AS DESCRIBED IN SPECIAL WARRANTY DEED TO THE CITY OF COMMERCE CITY RECORDED JUNE 6, 2016 AT RECEPTION NO. 2016000045654 IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE, SOUTH 89°33'21" WEST, 1,158.69 FEET TO THE SOUTHEASTERLY CORNER OF REUNION FILING NO. 17 FINAL SUBDIVISION PLAT AS RECORDED JUNE 23, 2004 UNDER RECEPTION NO. 20040623000522270 IN SAID OFFICE OF THE COUNTY CLERK AND RECORDER;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID REUNION FILING NO. 17 THE FOLLOWING 7 COURSES:

- 1) NORTH 00°26'39" WEST, 32.00 FEET;
- 2) SOUTH 89°33'21" WEST, 30.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20.00 FEET;
- 3) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET;
- 4) TANGENT TO SAID CURVE, NORTH 00°26'39" WEST, 151.42 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 468.00 FEET;
- 5) NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°51'58", AN ARC LENGTH OF 178.61 FEET;
- 6) TANGENT TO SAID CURVE, NORTH 21°25'19" EAST, 107.86 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 532.00 FEET;
- 7) NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°21'08", AN ARC LENGTH OF 161.12 FEET;

THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY OF REUNION FILING NO. 17 AND THE EASTERLY BOUNDARY OF THE FINAL SUBDIVISION PLAT OF REUNION FILING NO. 14 AS RECORDED NOVEMBER 18, 2003 UNDER RECEPTION NO. C1240723, IN SAID OFFICE OF THE COUNTY CLERK AND RECORDER, TANGENT TO SAID CURVE, NORTH 04°04'11" EAST, 131.73 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,532.00 FEET;

THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY OF REUNION FILING NO. 14 THE FOLLOWING 3 COURSES:

- 1) NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°39'46", AN ARC LENGTH OF 552.49 FEET;
- 2) TANGENT TO SAID CURVE, NORTH 16°35'34" WEST, 312.64 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 718.00 FEET;
- 3) NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°26'46", AN ARC LENGTH OF 181.03 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THAT PUBLIC SERVICE COMPANY RIGHT-OF-WAY AS RECORDED DECEMBER 11, 1962 IN BOOK 1034 AT PAGE 317, IN SAID OFFICE OF THE COUNTY CLERK AND RECORDER;

THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG SAID SOUTHERLY BOUNDARY, NON TANGENT TO SAID CURVE, NORTH 89°26'24" EAST, A DISTANCE OF 1269.77 FEET TO THE WESTERLY RIGHT-OF-WAY OF TOWER ROAD AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED NOVEMBER 17, 2006 UNDER RECEPTION NO. 2006001001961, IN SAID OFFICE OF THE COUNTY CLERK AND RECORDER;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING 2 COURSES:

- 1) SOUTH 00°17'55" WEST, 90.01 FEET;
  - 2) SOUTH 00°31'38" EAST, 442.34 FEET TO THE NORTHWESTERLY CORNER OF THE LAND DESCRIBED IN SAID SPECIAL WARRANTY DEED TO THE CITY OF COMMERCE CITY, RECORDED JUNE 6, 2016 AT RECEPTION NO. 2016000045654;
- THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY AND ALONG THE WESTERLY LINE OF SAID LAST DESCRIBED SPECIAL WARRANTY DEED THE FOLLOWING 2 COURSES:

- 1) SOUTH 00°00'37" WEST, 1119.11 FEET;
- 2) SOUTH 00°17'55" WEST, 141.92 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION OF THE ABOVE DESCRIBED PARCEL LYING SOUTH OF THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 16.

PREPARED BY: RYAN BRYSON  
PLS 38538

ON BEHALF OF: HARRIS KOCHER SMITH  
1120 LINCOLN STREET, SUITE 1000  
DENVER, CO 80203



REVISION: IN VIEW OF THE REVISIONS TO THE PARCELS 3, 4 & 5, THE SEVERAL LOTS IN THIS PARCEL ARE  
1-2017-001 01/01/2017  
PLS 38538

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH

ISSUE DATE: 8-25-2017	PROJECT # 150911
DATE	REVISION COMMENTS

CITY OF COMMERCE CITY

REIMBURSEMENT AGREEMENT  
EXHIBIT A  
SHEA HOMES, LP

**HARRIS  
KOCHER  
SMITH**

1120 Lincoln Street, Suite 1000  
Denver, Colorado 80203  
P: 303.623.6300 F: 303.623.8311  
HarrisKocherSmith.com

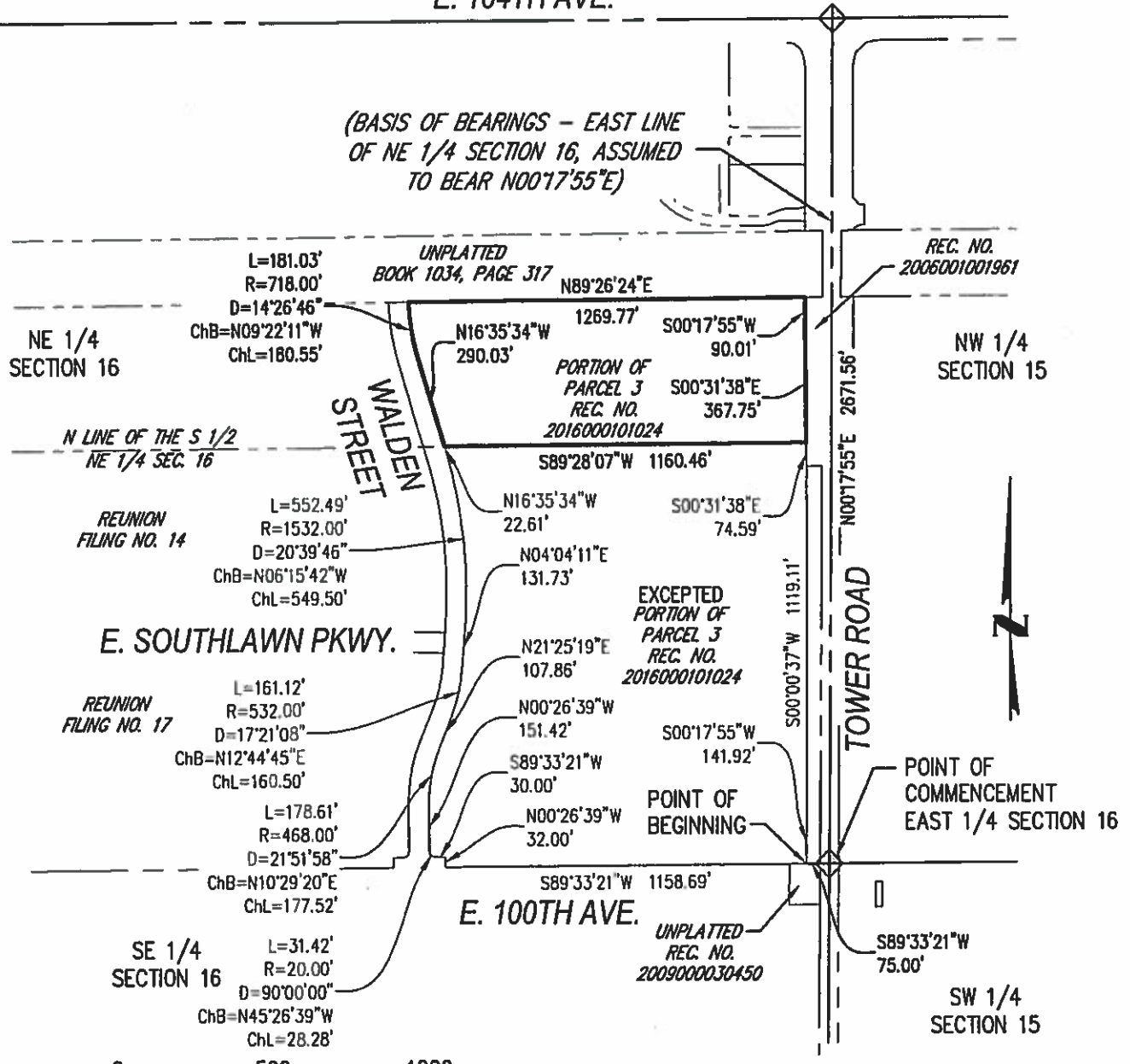
CHKD BY: GGS	SHEET NO.  1  1 OF 3
DRAWN BY: RRB	

# EXHIBIT A

SITUATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO.

E. 104TH AVE.

(BASIS OF BEARINGS - EAST LINE OF NE 1/4 SECTION 16, ASSUMED TO BEAR N00°17'55"E)



FILED IN PLAT BOOK 1034, PAGE 317, ADJACENT PARCELS - PARCELS - 964 - 965 - 966 - 967 - 968 - 969 - 970 - 971 - 972 - 973 - 974 - 975 - 976 - 977 - 978 - 979 - 980 - 981 - 982 - 983 - 984 - 985 - 986 - 987 - 988 - 989 - 990 - 991 - 992 - 993 - 994 - 995 - 996 - 997 - 998 - 999 - 1000

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

ISSUE DATE: 8-25-2017	PROJECT #: 150611
DATE	REVISION COMMENTS

CITY OF COMMERCE CITY

REIMBURSEMENT AGREEMENT  
EXHIBIT A  
SHEA HOMES, LP

**HKS HARRIS KOCHER SMITH**  
1120 Lincoln Street, Suite 1000  
Denver, Colorado 80203  
P: 303.623.6300 F: 303.623.6311  
HarrisKocherSmith.com

CHKD BY: GGS  
DRAWN BY: RRB

SHEET NO.  
**2**

1 OF 2

**Exhibit B-1**  
**Project Conceptual Depiction**

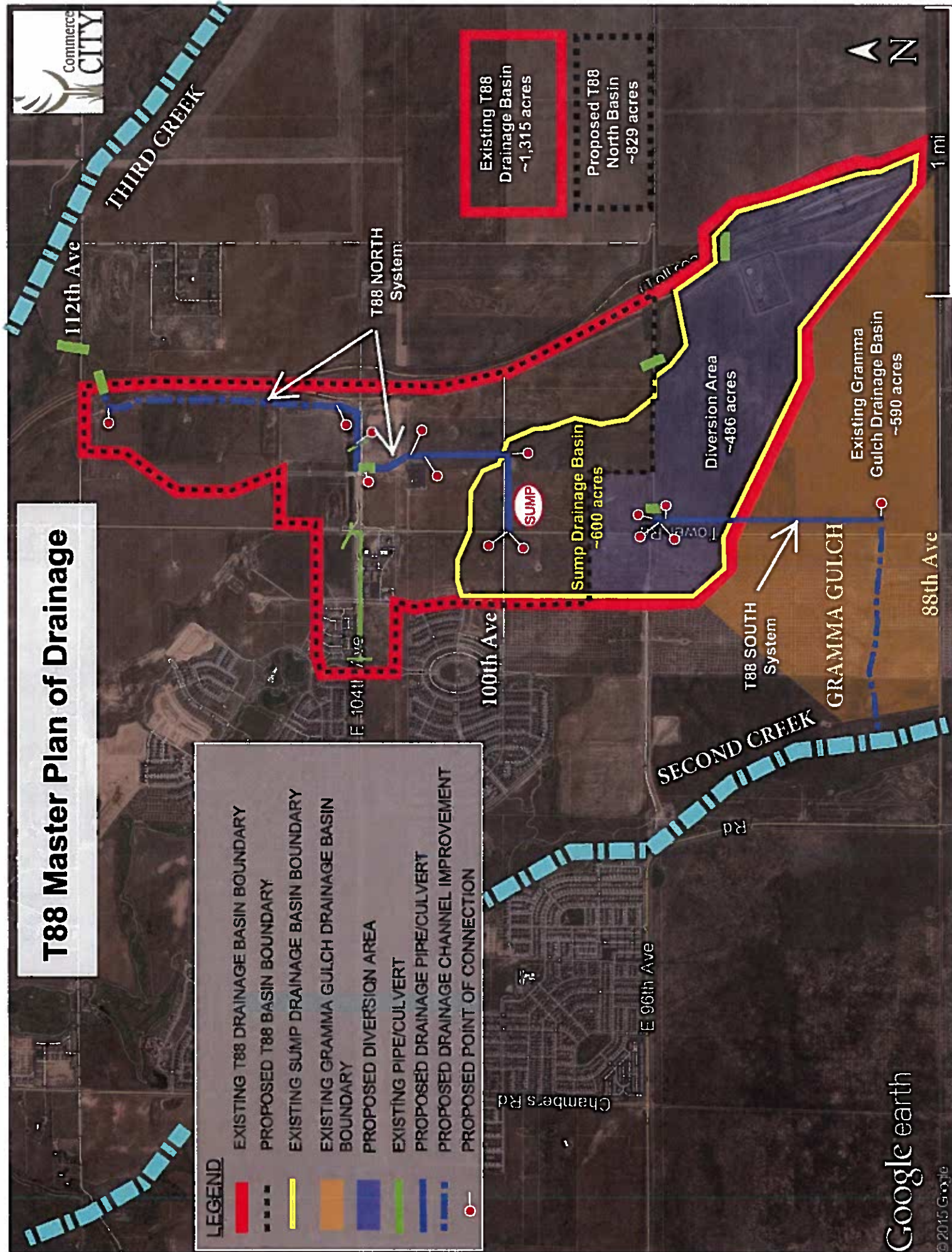




# T88 Master Plan of Drainage

**LEGEND**

- EXISTING T88 DRAINAGE BASIN BOUNDARY
- PROPOSED T88 BASIN BOUNDARY
- EXISTING SUMP DRAINAGE BASIN BOUNDARY
- EXISTING GRAMMA GULCH DRAINAGE BASIN BOUNDARY
- PROPOSED DIVERSION AREA
- EXISTING PIPE/CULVERT
- PROPOSED DRAINAGE PIPE/CULVERT
- PROPOSED DRAINAGE CHANNEL IMPROVEMENT
- PROPOSED POINT OF CONNECTION



**Exhibit B-2**  
**Project Cover Page**





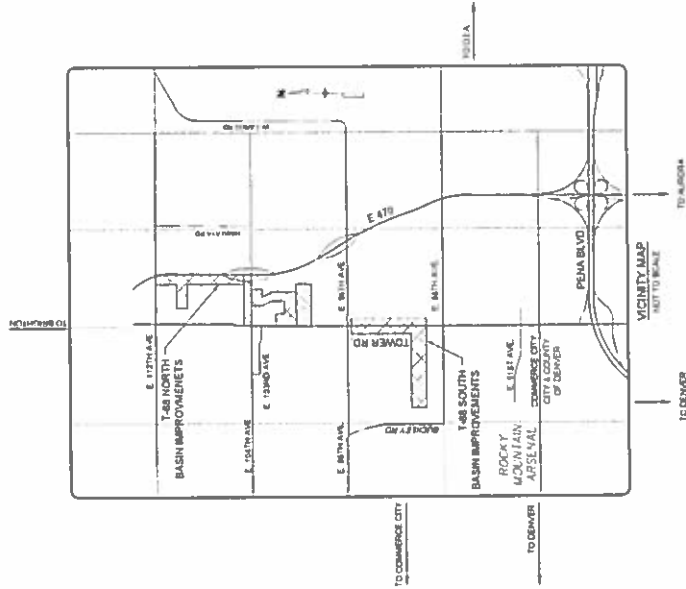
# CITY OF COMMERCE CITY

## PUBLIC WORKS DEPARTMENT

COMMERCE CITY, COLORADO

# T-88 BASIN, STORM DRAINAGE IMPROVEMENTS CONSTRUCTION PLANS

COCPPW NO. 2014-03-PW  
MAY 2017



**CONTACT INFORMATION**

CONTACTS (COCG)  
MARIANORA KACC, DIRECTOR OF PUBLIC WORKS  
PHONE NO. 303.734.1718

ADDRESS  
COMMERCE CITY PUBLIC WORKS DEPARTMENT  
3000 W. WASHINGTON ST.  
COMMERCE CITY, CO 80022

CONTACTS (E-478)  
LARRY BROWN, PERMIT SUPERVISOR  
PHONE NO. 303.734.1718

**UTILITY NOTICE TO CONTRACTOR**

THE CONTRACTOR SHALL NOTIFY ANY UTILITIES (ELECTRIC, GAS, WATER, SEWER, OR TELEPHONE) AT LEAST 14 BUSINESS DAYS BEFORE THE START OF CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE UTILITIES.

HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE UTILITIES.

**811**  
CALL 811 TO REPORT A PROBLEM OR TO REQUEST A SERVICE. CALL 811 AT LEAST 48 HOURS BEFORE YOU DIG.

T-88 BASIN  
STORM DRAINAGE IMPROVEMENTS  
COVER SHEET  
COMMERCE CITY, COLORADO

DATE: 9/8/17  
SHEET: CV-1  
01 OF 79

**INDEX OF SHEETS**

SHEET NO.	SHEET TITLE
1	COVER SHEET
2	T-88 SOUTH BASIN IMPROVEMENTS MAP
3	T-88 NORTH BASIN IMPROVEMENTS MAP
4	STANDARD NOTICES
5	KEY NOTES
6	TYPICAL SECTIONS
7-11	T-88 SOUTH BASIN IMPROVEMENT PLANS
12	T-88 SOUTH BASIN STORM SEWER PLAN & PROFILE
13	T-88 SOUTH BASIN 18" DRAINAGE POND CONVERSION PLAN
14-17	T-88 NORTH BASIN IMPROVEMENT PLANS
18-24	T-88 NORTH BASIN STORM SEWER PLAN & PROFILE
25-28	T-88 NORTH BASIN NORTH CHAMPEL PLAN & PROFILE
29-30	T-88 NORTH BASIN NORTH DROP STRUCTURE DETAILS
31-32	T-88 NORTH BASIN STORM SEWER DETAILS
33-37	T-88 NORTH BASIN EROSION CONTROL PLAN
38-39	T-88 NORTH BASIN EROSION CONTROL DETAILS
40-41	14TH AVENUE POND CONVERSION PLANS
42	COVER SHEET
43	GENERAL NOTES
44	LEGEND
45	SUMMARY OF APPROXIMATE CLEAN TITLES
46	OVERALL LAYOUT PLAN
47	DEMOLITION PLAN
48	DETENTION POND PLAN AND PROFILE
49	POD SECTIONS
50	STORM SEWER PLAN & PROFILE
51	SPLINWAY PLAN AND PROFILE
52	OUTLET STRUCTURE DETAILS
53	FOREBAY & IMPACT BASIN STRUCTURE DETAILS
54	HEADWALL & WINGWALL DETAIL
55	CEC PLANS
56	SETTLING AND OILING POND IMPROVEMENT PLANS
57	TITLE SHEET
58	GENERAL NOTES
59	DETENTION POND PLAN
60	SWALE PLAN
61	OUTLET STRUCTURES
62	EROSION CONTROL
63	EROSION CONTROL DETAILS
64	DETAILS - STORM SEWER
65	DETAILS - STORM SEWER

APPROVED BY

CITY OF COMMERCE CITY DEPARTMENT OF PUBLIC WORKS

*Mari Kacc*  
MARIANORA KACC, P.E., DIRECTOR OF PUBLIC WORKS

DATE: 9/8/17

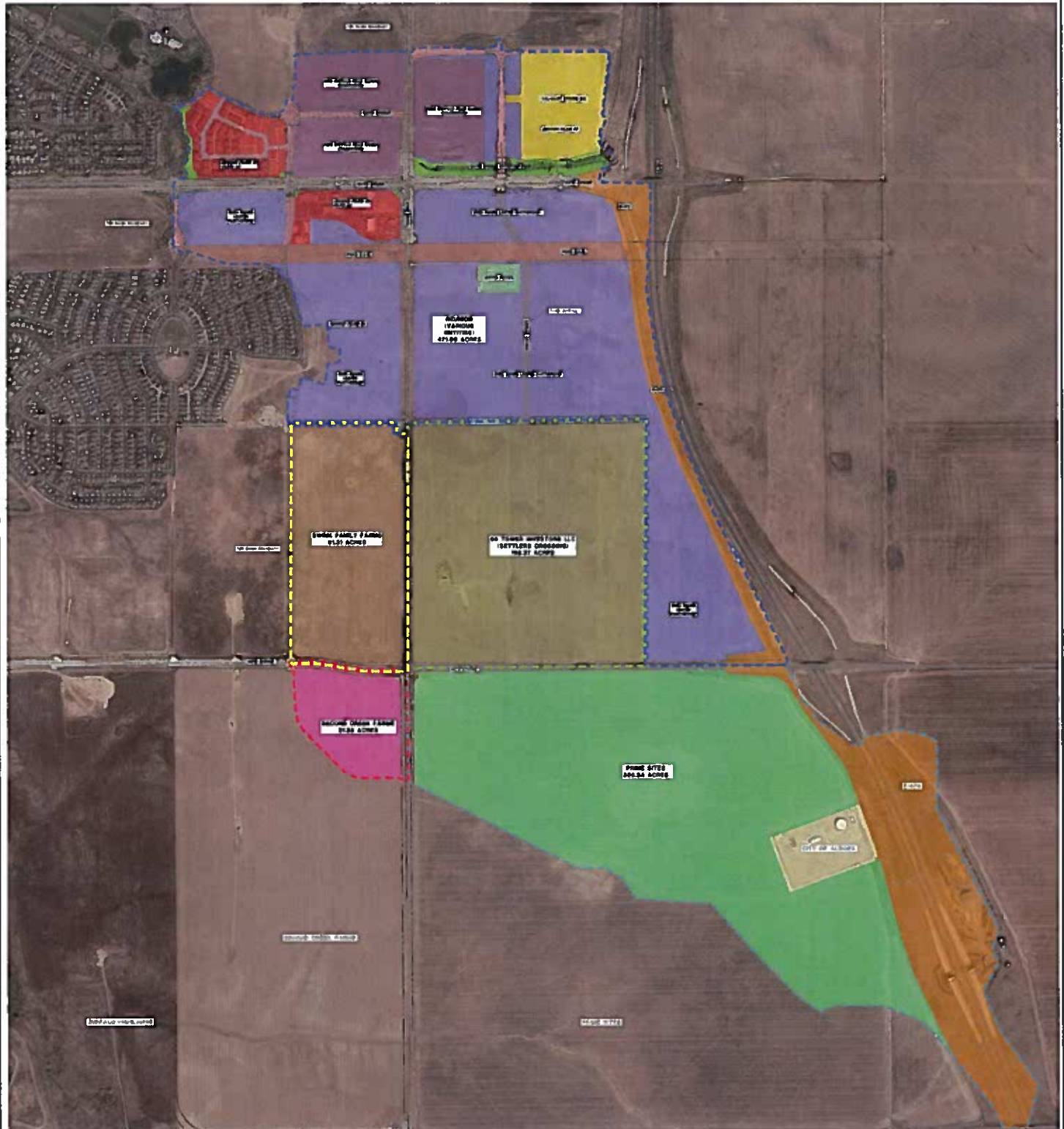


**Exhibit C**  
**Drainage Property**

# T-88 BASIN REIMBURSEMENT AGREEMENT EXHIBIT

## CITY OF COMMERCE CITY

### AUGUST 16, 2017



**LEGEND**

SYMBOL	LAND OWNER NAME
[Red]	100% (100%) LAND
[Purple]	100% (100%) LAND
[Green]	100% (100%) LAND
[Blue]	100% (100%) LAND
[Orange]	100% (100%) LAND
[Yellow]	100% (100%) LAND
[Pink]	100% (100%) LAND
[Brown]	100% (100%) LAND
[Grey]	100% (100%) LAND
[Black]	100% (100%) LAND

Category	Area (Acres)	% of Total	Compulsory Cost	Distributive Cost	Less Provisions	Reimbursed
<b>Private Property</b>						
Private Sub	100.00	100%	\$1,200,000	\$1,200,000	\$0	\$1,200,000
Reserve	100.00	100%	\$1,200,000	\$1,200,000	\$0	\$1,200,000
Second District	100.00	100%	\$1,200,000	\$1,200,000	\$0	\$1,200,000
Third District	100.00	100%	\$1,200,000	\$1,200,000	\$0	\$1,200,000
Fourth District	100.00	100%	\$1,200,000	\$1,200,000	\$0	\$1,200,000
<b>Public Property</b>						
City of Commerce	100.00	100%	\$1,200,000	\$1,200,000	\$0	\$1,200,000
<b>Total</b>	<b>100.00</b>	<b>100%</b>	<b>\$1,200,000</b>	<b>\$1,200,000</b>	<b>\$0</b>	<b>\$1,200,000</b>

T-88 REIMBURSEMENT AGREEMENT  
EX-87  
JOB NO. 1442132  
AUGUST 16, 2017  
SHEET 1 OF 1

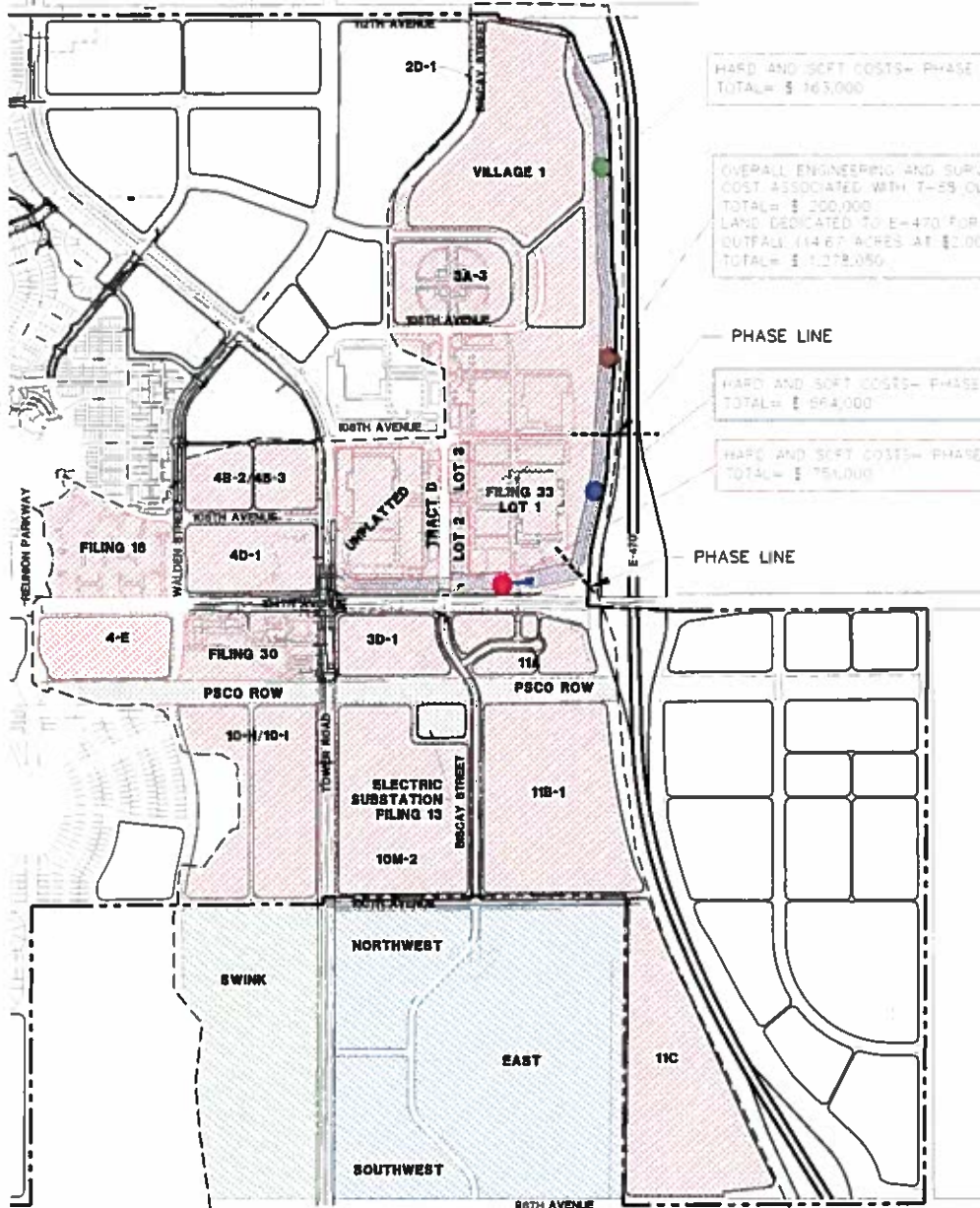
**J & K ENGINEERING**  
A member of  
California 200-468-8888 • e-mail: j&k@j&k.com  
P.O. Box 370, 950-468-8888 • website: www.j&k.com

**Exhibit D**  
**Shea Improvements**



# T-88 OUTFALL CHANNEL

COSTS SPENT AS OF DEC. 01, 2014  
COMMERCE CITY, ADAMS COUNTY, CO



HARD AND SOFT COSTS- PHASE C  
TOTAL= \$ 163,000

OVERALL ENGINEERING AND SURVEYING  
COST ASSOCIATED WITH T-88 OUTFALL CHANNEL  
TOTAL= \$ 300,000  
LAND DEDICATED TO E-470 FOR THE T-88 CHANNEL  
OUTFALL (14.67 ACRES AT \$200/SPF)  
TOTAL= \$ 2,934,000

HARD AND SOFT COSTS- PHASE B  
TOTAL= \$ 564,000

HARD AND SOFT COSTS- PHASE A  
TOTAL= \$ 754,000

### LEGEND

- REUNION PROPERTY
- SETTLER'S CROSSING PROPERTY
- SWINK PROPERTY
- PRIME SITES
- LAND DEDICATED TO E-470

### REUNION COSTS FOR T-88 OUTFALL-SPENT AS OF DEC. 01, 2014

HARD AND SOFT COSTS- PHASE A	\$ 751,000.00
HARD AND SOFT COSTS- PHASE B	\$ 564,000.00
HARD AND SOFT COSTS- PHASE C	\$ 163,000.00
LAND ACQUISITION COSTS	\$ 2,934,000.00
ENGINEERING COSTS	\$ 300,000.00
<b>TOTAL COSTS PAID BY REUNION AND IHSB HOMES FOR T-88 DRAINAGE</b>	<b>\$ 4,712,000.00</b>

THE FOLLOWING ACREAGE CALCULATIONS WERE PERFORMED IN 2011 FOR COMMERCE CITY WITHIN THE T-88 DRAINAGE BASIN:

TOTAL ACREAGE WITHIN BASIN- 1,134.29 ACRES  
REUNION ACREAGE WITHIN BASIN- 817.94 ACRES- 25.84 ACRES FOR PSCD-984.02 ACRES  
REUNION SHOULD PAY 82.57% OF THE EXISTING COSTS SPENT AS OF DEC. 01, 2014

REUNION REIMBURSEMENT FOR EXISTING T-88 DRAINAGE CHANNEL OUTFALL IMPROVEMENTS*	\$ 1,407,967.00
* EXCLUDES INTEREST	



T-88 OUTFALL CHANNEL  
REUNION  
JOB NO. 14421.15  
12/11/14  
SHEET 1 OF 1



14421.15-1501  
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14421.15-1600

**Exhibit E**  
**Insurance**

continue the Work in accordance with the terms and conditions of the Contract Documents during the time such dispute, mediation, or litigation is pending except as expressly provided in the Contract Documents.

#### **ARTICLE 14 BONDS**

14.1. The Contractor shall, within the time specified in the Request for Bids, and before the commencement of any Work, provide the City with a separate:

14.1.1. Performance bond in an amount equal to 100% of the amount of the Contract Price as a guarantee of the Contractor's faithful performance and completion of all undertakings, covenants, terms, conditions, warranties, and agreements of the Contract; and

14.1.2. Payment bond in an amount equal to 100% of the amount of the Contract Price, which bond shall conform to the requirements of C.R.S. § 38-26-101, *et seq.*, as amended, as a guarantee of the Contractor's prompt payment to all persons supplying labor and materials in the prosecution of the Work provided by the Contract.

The Contractor shall use the Bond forms included with the Request for Bids. Other forms may be used if approved by the City Attorney before the submission of the bid.

14.2. The Contractor bears the expense of all Bonds.

14.3. The Contractor shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed Change Order or Contract amendment that increases the Contract Price by ten percent (10%) or more, unless waived in writing by the Project Manager.

14.4. The Contractor and a Surety shall execute the Bonds. The Surety shall be corporate bonding company acceptable to the City, licensed to transact such business in the State of Colorado, and listed in the U.S. Department of the Treasury Circular 570 in effect on the date of the Request for Bids. Evidence of authority of an attorney-in-fact acting for the Surety shall be provided in the form of a certificate as to its power of attorney and to the effect that it is not terminated and remains in full force and effect on the rate of the Bonds.

14.5. If at any time a Surety on any Bond becomes irresponsible, is disqualified from doing business in the State of Colorado, or becomes insolvent or otherwise impaired, the Contractor shall furnish Bond(s) from an alternate Surety acceptable to the City.

14.6. The Bonds shall remain in effect until Final Acceptance.

#### **ARTICLE 15 INSURANCE**

15.1. **General Requirements.**

15.1.1. **Insurance Requirement.** The Contractor, at its own cost, shall procure and maintain, and shall cause each Subcontractor to procure and maintain, policies containing the minimum insurance coverage listed in this article for the duration of the Work. Such coverage shall be procured and maintained with forms and insurers acceptable to the City. All coverage shall be continuously maintained from the date of commencement of Work. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- 15.1.2. **No Modification of Liability.** The Contractor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to the Contract Documents by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The insurance requirements contained in the Contract shall not limit or redefine the obligations of the Contractor as provided elsewhere in the Contract. The limits of any insurance required by this Agreement will not limit Contractor's liability.
- 15.1.3. **Evidence of Coverage.** Before commencing Work, the Contractor will provide certificates of insurance policies and all necessary endorsements evidencing insurance coverage required by the Contract Documents and identifying the Project. The City will not be obligated under the Contract until Contractor provides acceptable such certificates of insurance and endorsements. If the Term extends beyond the period of coverage for any required insurance, the Contractor will, at least ten (10) days before the expiration of any such insurance coverage, provide the City with new certificates of insurance and endorsements evidencing either new or continuing coverage.
- 15.1.4. **Breach.** Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which the City at its discretion may procure or renew any such policy or any extended connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

## 15.2. Required Policies.

- 15.2.1. **Commercial General Liability Insurance.** Comprehensive general liability insurance insuring against any liability for personal injury, bodily injury or death arising out of the performance of the Work with at least One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate, including the following coverages: broad form property damage; operations premises liability; personal and advertising injury liability, independent contractors coverage, contractual liability, completed operations/products liability; coverage for construction, means, and methods; and explosion, collapse, and underground liability (if the Work requires blasting, explosive conditions, collapse hazards or underground operations, this coverage shall contain no exclusion relative to property in the care, custody, or control of the insured).
- 15.2.2. **Products and Completed Operations Insurance.** Products and completed operations insurance insuring against any liability for bodily injury or property damage caused by the completed Work, with a combined single limit of at least One Million Dollars (\$1,000,000) and Two Million Dollars (\$2,000,000) general aggregate.
- 15.2.3. **Builder's Risk.** A builder's risk or installation floater policy, at the City's discretion, in an amount equal to the value of the Project where the possibility exists of losses or damage to the Project. The Special Conditions of the Contract Documents will state if and when Builder's Risk is required.
- 15.2.4. **Comprehensive Automobile Liability Insurance.** Comprehensive automobile liability insurance insuring against any liability for personal injury, bodily injury or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor that are used in connection with performance of the



Work, whether the motor vehicles are owned, non-owned, hired, leased, or borrowed, with a combined single limit of at least Two Million Dollars (\$2,000,000) each accident and personal injury protection per Colorado law.

- 15.2.5. **Other Insurance.** Workers' compensation insurance (unless Contractor provides a completed Declaration of Independent Contractor Status Form) and other insurance required by applicable law.

**15.3. Terms of Insurance.**

- 15.3.1. **Additional Insured.** Except for the workers' compensation policy, all required insurance policies shall name the City and any additional person or entity identified by the City as an additional insured and will provide that the City or other additional insured, although named as an additional insured, will nevertheless be entitled to recovery under said policies for any loss occasioned to the City or its officers, employees or agents or other additional insured by reason of the negligence of Contractor or its officers, employees, agents, subcontractors or business invitees. The insurance policies will be for the mutual and joint benefit and protection of the Contractor and the City and other additional insured, if any. Such policies will be written as primary policies not contributing to and not in excess of coverages the City or other additional insured may carry.
- 15.3.2. **Qualification; Deductible.** Insurance required by this Section will be with companies qualified to do business in the State of Colorado and having an AM Best Rating of not less than B+ and/or VII. Insurance may provide for deductible amounts as the Contractor deems reasonable for the Services, but in no event greater than Twenty Thousand Dollars (\$20,000.00) (unless waived by the City), and the Contractor will be responsible for the payment of any such deductible.
- 15.3.3. **Cancellation.** The policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City.
- 15.3.4. **Coverage Type.** Contractor will identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," the Contractor will carry a twelve (12) month tail. The Contractor will not do or permit to be done anything that will invalidate the policies.
- 15.3.5. **No "Pollution Exclusion."** The required insurance will cover any and all damages, claims or suits arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants, and will not exclude from coverage any liability or expense arising out of or related to any form of pollution, whether intentional or otherwise. If the Contractor is unable to procure a policy of insurance in compliance with these provisions, the Contractor will secure and maintain either a rider or a separate policy insuring against liability for pollution related damages, claims or suits, as described in subsection ii(a), with at least Two Million Dollars (\$2,000,000) each occurrence, subject to approval by the City.