



CITY OF COMMERCE CITY
7887 EAST 60TH AVENUE
COMMERCE CITY, CO 80022

COMMUNITY DEVELOPMENT DEPARTMENT
Telephone: 303.289.3683
Fax: 303.289.3731
Website: <http://www.c3gov.com>

DEVELOPMENT REVIEW APPLICATION

This form is intended to be used along with additional information applicable to the particular request.

TOTAL APPLICATION FEE(S): _____
MISCELLANEOUS FEE(S): _____
TOTAL FEES: _____

CASE NUMBER(S): _____

PLEASE TYPE OR PRINT LEGIBLY

Applicant: Oakwood Homes	Person to Contact: Jim Hayes
Address: 4908 Tower Rd. Denver CO 80249 <small>Street Number City State Zip Code</small>	E-Mail: jhayes@oakwoodhomesco.com
Telephone: 303-486-8632	Fax #: _____ Cell or Work #: _____
Company Website Address (if applicable): _____	

Property Address/General Location: REUNION Ridge Filing #1 -Tracts C&X
Area of Property: 12.6 Acres Acres/Sq.Ft. _____

Property Owner: Clayton Properties Group II	Person to Contact: Jim Hayes
Address: 4908 Tower Rd. Denver CO 80249 <small>Street Number City State Zip Code</small>	E-Mail: jhayes@oakwoodhomesco.com
Telephone: 303-486-8632	Fax #: _____ Cell or Work #: _____
Company Website Address (if applicable): _____	

Person or Firm Representing Applicant/Owner: Terracina Design - Jeff Marck	
Address: 10200 E. Girard Ave., #A-314 Denver CO 80231 <small>Street Number City State Zip Code</small>	E-Mail: jmarck@terracedesign.com
Telephone: 303-632-8867	Fax #: _____ Cell or Work #: 720-839-8680

Engineering Firm: Core Consultants	Person to Contact: Kevin Rohrbough
Address: 1950 w Littleton Blvd. Littleton CO 80120 <small>Street Number City State Zip Code</small>	
Telephone: 3303-730-5960	Fax #: _____ E-Mail: rohrbough@corecivil.com

APPLICATION TYPE	APPLICATION FEE
<input type="checkbox"/> Annexation	\$630 + \$10/Acre
<input type="checkbox"/> ZONE CHANGE, ANNEXATION ZONING, OR ZONING AMENDMENTS (NON-PUD)	\$600 + \$10/Acre
Fee to rezone nonconforming properties to R-1 or R-2 may be reduced to \$100, if rezoning is required to bring property into conformance with comprehensive plan or land development code.	
<input type="checkbox"/> VESTED PROPERTY RIGHTS APPLICATION (in addition to rezoning or development plan application fees)	\$600 + \$10/Acre
SUBDIVISION PLAT	
<input type="checkbox"/> Sketch Plat	\$300 + \$10/acre
<input type="checkbox"/> Public Hearing Plat (Final or Consolidation)	\$300 + \$30/Acre
<input type="checkbox"/> Administrative Plat (Final or Consolidation)	\$300 + \$10/Acre
<input checked="" type="checkbox"/> Plat Correction/Lot Line Adjustment	\$250
<input type="checkbox"/> Street Right-of-Way Vacation	\$950
PLANNED UNIT DEVELOPMENT (PUD)	
<input type="checkbox"/> Zoning Concept Schematic (applications for PUD zoning)	\$775
<input type="checkbox"/> Zone Document or Annexation Zoning to PUD	\$600 + \$20/Acre
<input type="checkbox"/> Amendment to Existing Zone Document	\$600 + \$10/Acre
<input type="checkbox"/> Concept Plan (property already with PUD zoning)	\$500
<input type="checkbox"/> Development Permit	\$600 + \$30/Acre
<input type="checkbox"/> Development Plan Amendment – Administrative	\$500 + \$30/Acre
NON-PUD	
<input type="checkbox"/> Concept Plan	\$500
<input type="checkbox"/> Development Plan (Non-PUD)	\$500 + \$30/Acre
<input type="checkbox"/> Development Plan Amendment – Public Hearing	\$600 + \$30/Acre
<input type="checkbox"/> Development Plan Amendment - Administrative	\$500 + \$30/Acre

APPLICATION TYPE	APPLICATION FEE
VARIANCE	
<input type="checkbox"/> R-1 and R-2 Zone Districts	\$250
<input type="checkbox"/> All Other Zone Districts	\$350
<input type="checkbox"/> Minor Modifications - R-1 and R-2 Zone Districts	\$200
<input type="checkbox"/> Minor Modifications - All Other Zone Districts	\$300
USES-BY-PERMIT	
<input type="checkbox"/> USE-BY-PERMIT	\$600
<input type="checkbox"/> USE-BY-PERMIT - CHILD CARE CENTER (RESIDENTIAL ZONES ONLY)	\$250
OTHER	
<input type="checkbox"/> HEIGHT EXCEPTION	\$350
<input type="checkbox"/> FLOODPLAIN DEVELOPMENT PERMIT	\$200
<input type="checkbox"/> CONDITION RENEWAL OR COMPLIANCE	\$250
<input type="checkbox"/> DESIGN STANDARDS/GUIDELINES	\$500
<input type="checkbox"/> CONDITIONAL USE PERMIT	\$1625
<input type="checkbox"/> LAND USE PLAN AMENDMENT	\$1370
<input type="checkbox"/> APPEALS	\$1625
<input type="checkbox"/> OIL AND GAS PERMIT	\$2000
<input type="checkbox"/> OUTDOOR STORAGE PERMIT	\$300
METROPOLITAN DISTRICTS	
<input type="checkbox"/> INITIAL APPLICATION	\$2500 + city expenditures that exceed application cost
<input type="checkbox"/> AMENDMENTS	\$1025
DERBY REVIEW BOARD	
<input type="checkbox"/> CATALYST PROGRAM	No Fee
<input type="checkbox"/> REDEVELOPMENT APPLICATION	No Fee
GENERAL IMPROVEMENT DISTRICTS	
<input type="checkbox"/> NIGID - NORTHERN INFRASTRUCTURE	\$200/acre for first 100 acres + \$100/acre over 100 acres
<input type="checkbox"/> ECAGID - E-470 COMMERCIAL AREA	\$200/acre for first 100 acres + \$100/acre over 100 acres
<input type="checkbox"/> ERAGID - E-470 RESIDENTIAL AREA	\$200/acre for first 100 acres + \$100/acre over 100 acres

CERTIFICATION

I certify the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application, I am acting with the knowledge, consent, and authority of the owners of the real property, without whose consent and authority the requested action could not lawfully be accomplished. Pursuant to said authority, I hereby permit City officials to enter upon the property for the purpose of inspection, and if necessary, for posting of public notice on the property. I further understand and acknowledge that the application fee covers the first three submittal cycles of my application. Any resubmittal over three will constitute an additional fee of 1/2 of the original application amount. This fee will need to be collected prior to any additional work being performed on the application.

Applicant: JAMES A. HAYES, VP OF LAND ACQ. LENT. Date: 3/30/2022
Name (printed)

By: [Signature]
Signature

As owner of the aforementioned property, I hereby consent to the submission of this application and authorize the applicant to act on my behalf with regard to this application.

Owner: Bruce Risa Date: 3/30/22
Name (printed)

By: [Signature]
Signature

STATE OF Colorado)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 30th day of March, 2022 by Bruce Risa

Witness my hand and official seal. Notary Public: Gina Crespin
My Commission Expires: 11.15.2025

GINA CRESPIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20054044138
MY COMMISSION EXPIRES NOVEMBER 15, 2025

TO BE COMPLETED BY CITY STAFF	
Current Zoning of Subject Property: _____	Comprehensive Plan Designation: _____
Zone Designation Requested (when applicable): _____	Subdivision Name (if applicable): _____
Date Application Received: _____	Case Planner: _____
Received By: _____	Date Application Complete: _____
PIN: _____	



Narrative: Reunion Ridge Filing 1 Tracts C & X

The proposed submittal is to adjust a lot line between Tracts C & X in Reunion Ridge Filing 1 located southwest of the intersection of Tucson and 104th Ave. The uses for each of these tracts will remain the same as proposed in Filing 1. Tract X was proposed as a detention pond and is currently a detention pond that will remain. Tract C in Filing 1 was proposed as a "Future Development" tract which is still the intent. It has come to our attention for Tract C to be developed it needs to be a "lot", not "tract" so we are also requesting a terminology change for Tract C to become a lot. This proposal does not create any additional parcels, nor does it impact any easements.

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

303-632-8867

Sincerely,

Jeff Marck

terraccina design

Landscape Architecture & Planning
10200 E. Girard Avenue, A-314. Denver, CO 80231 ph: 303.632.8867



REUNION RIDGE FILING NO. 1, AMENDMENT NO. 6

PROPERTY DESCRIPTION

TRACTS C AND TRACT X, REUNION RIDGE FILING NO. 1 RECORDED UNDER RECEPTION NO. 2020000006264 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, LOCATED IN THE NORTH HALF OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINING A CALCULATED AREA OF 547,137 SQUARE FEET OR 12.5606 ACRES.

REUNION RIDGE FILING NO. 1, LOT LINE ADJUSTMENT

A LOT LINE ADJUSTMENT OF TRACTS C AND X, REUNION RIDGE FILING NO. 1

LOCATED IN THE N1/2 OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO

LEGAL DESCRIPTION & DEDICATION STATEMENT

KNOW ALL MEN BY THESE PRESENTS THAT CLAYTON PROPERTIES GROUP II, INC., A COLORADO CORPORATION BEING THE OWNER OF THAT PART OF THE NORTH HALF OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN THE COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS TRACTS C AND X, REUNION RIDGE FILING NO. 1 RECORDED UNDER RECEPTION NO. 202000006264 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, CONTAINING A CALCULATED AREA OF 547,137 SQUARE FEET OR 12.5605 ACRES, HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AND TRACTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF REUNION RIDGE FILING NO. 1, LOT LINE ADJUSTMENT AND DO HEREBY GRANT TO THE CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO, FOR THE USE OF THE PUBLIC, THE STREETS AND OTHER PUBLIC WAYS AND EASEMENTS HEREON SHOWN, FOR PUBLIC UTILITY, CABLE TV, AND DETENTION POND AREAS, FLOODWAY AND FLOODPLAIN LIMITS, DRAINAGE AND OTHER PUBLIC PURPOSES AS DETERMINED BY COMMERCE CITY.

EXECUTED THIS ____ DAY OF _____, AD 20____

CLAYTON PROPERTIES GROUP II, INC., A COLORADO CORPORATION

BY: _____

TITLE: _____

STATE OF _____)
COUNTY OF _____) SS
CITY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, A.D. 20____

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

WITNESS MY HAND AND SEAL:

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

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 FEBRUARY 4, 2020 AT INSTRUMENT NO. 2020000011154 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 _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, A.D. 20____

BY _____ AS _____ FOR SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP.

WITNESS MY HAND AND SEAL:

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

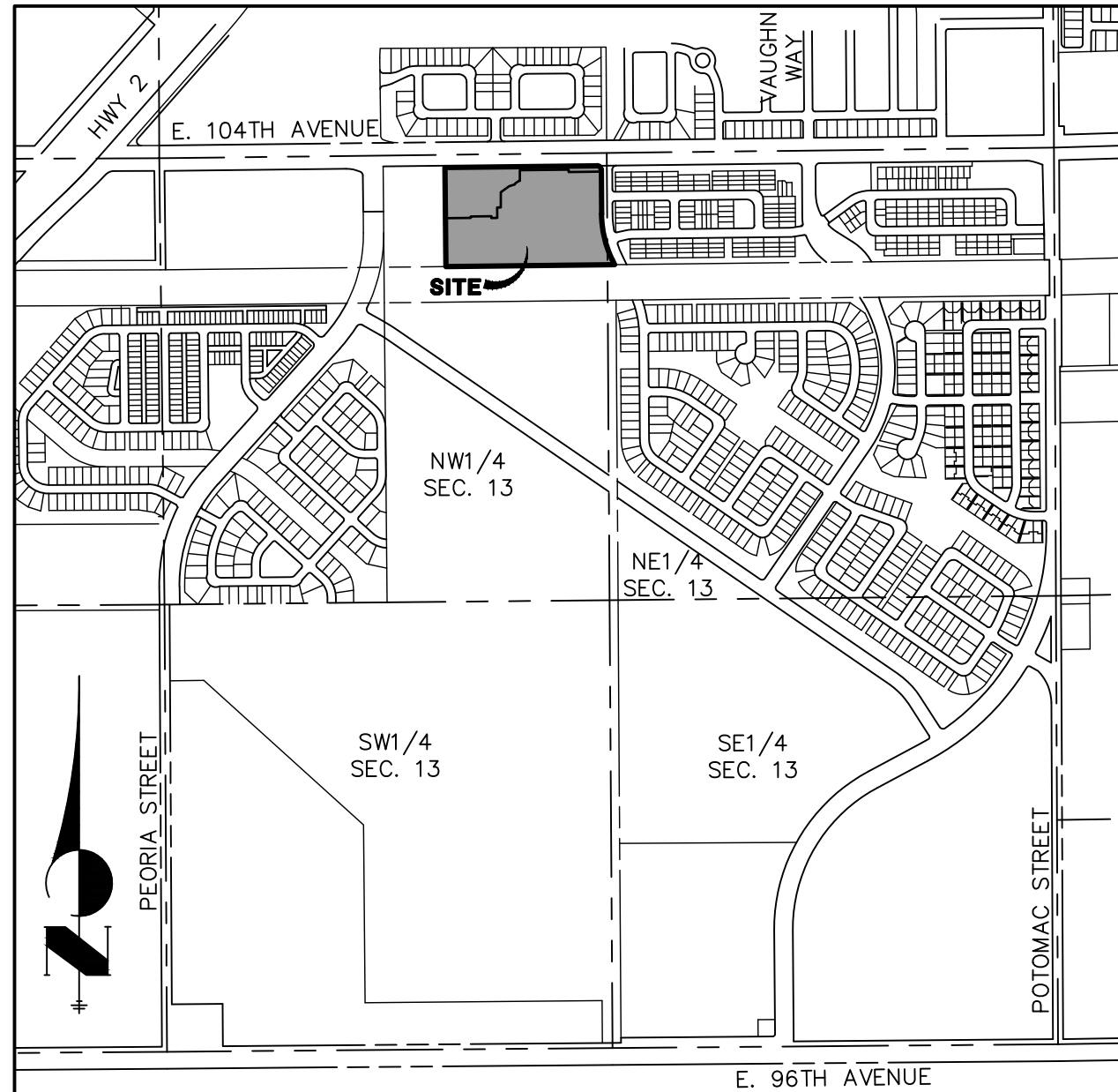
STATE OF _____)
COUNTY OF _____) SS
CITY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, A.D. 20____

BY _____ AS _____ FOR SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP.

WITNESS MY HAND AND SEAL:

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC



VICINITY MAP

SCALE: 1"=1000'

CONSENT BY LENDER

KNOW ALL MEN BY THESE PRESENTS THAT DIBC 96TH AND POTOMAC, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND FFP-DIA, LLC, A COLORADO LIMITED LIABILITY COMPANY (COLLECTIVELY, "MORTGAGEE"), BEING THE MORTGAGEE OF THAT CERTAIN MORTGAGE, SECURITY AGREEMENTS AND ASSIGNMENTS OF RENTS RECORDED FEBRUARY 4, 2020 AT INSTRUMENT NO. 2020000011153 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____

DIBC 96TH AND POTOMAC, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____
L.C. FULENWIDER, III, ATTORNEY IN FACT

FFP-DIA, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____
L.C. FULENWIDER, III, ATTORNEY IN FACT

STATE OF _____)
COUNTY OF _____) SS
CITY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, A.D. 20____ BY L.C. FULENWIDER, III AS ATTORNEY-IN-FACT FOR DIBC 96TH AND POTOMAC, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND SEAL:

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, A.D. 20____ BY L.C. FULENWIDER, III AS ATTORNEY-IN-FACT FOR FFP-DIA, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND SEAL:

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

SEE SHEET 2 FOR GENERAL NOTES

SURVEYOR'S CERTIFICATE

I, DEREK LEE VAGIAS, A REGISTERED LAND SURVEYOR, REGISTERED 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 RIDGE FILING NO. 1,
LOT LINE ADJUSTMENT
JOB NO. 14421.29
MARCH 28, 2022
SHEET 1 OF 2



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

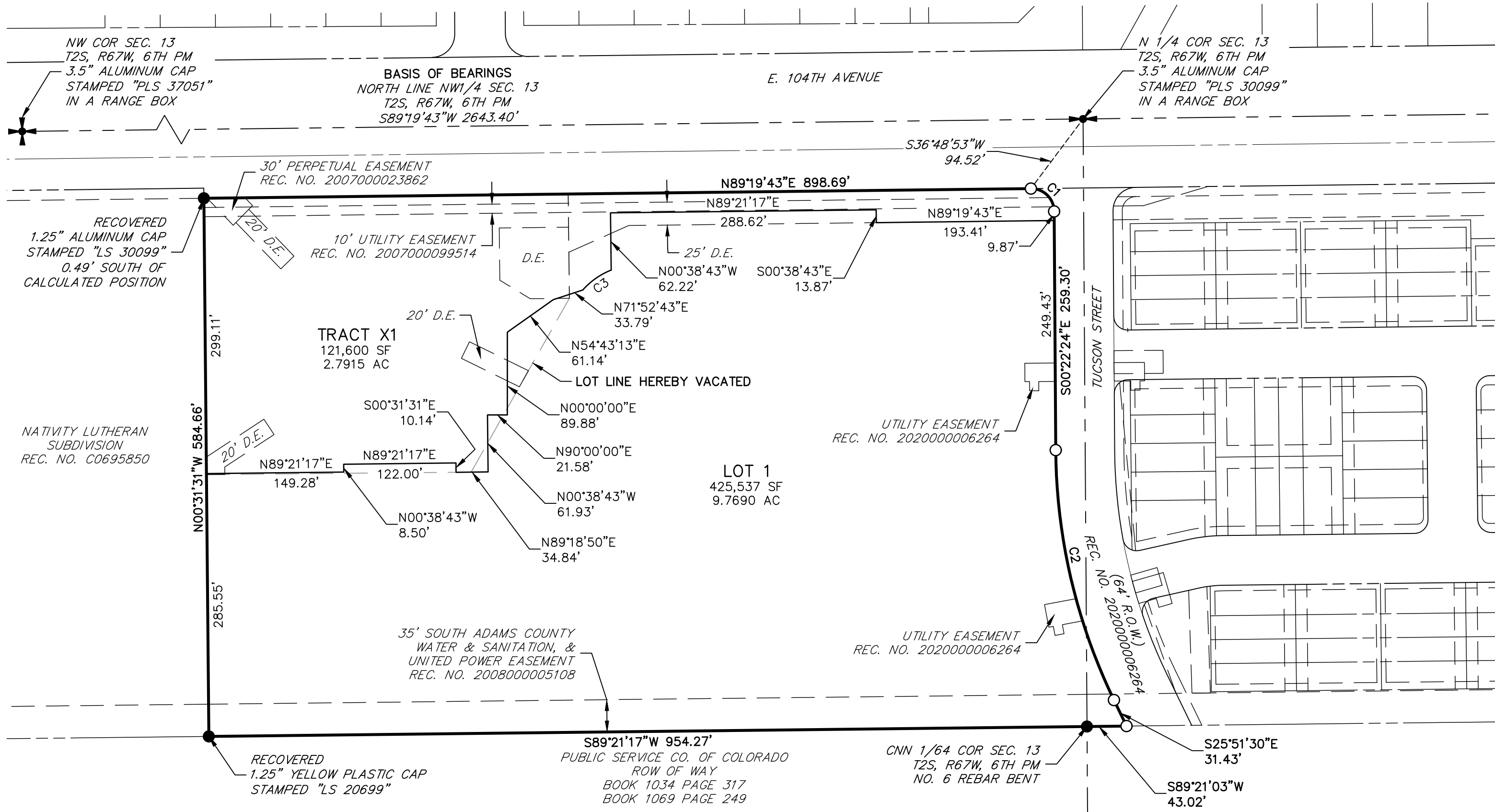
REUNION RIDGE FILING NO. 1, LOT LINE ADJUSTMENT

A LOT LINE ADJUSTMENT OF TRACTS C AND X, REUNION RIDGE FILING NO. 1

LOCATED IN THE N1/2 OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO

GENERAL NOTES:

- 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.
- 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 PROPERTY INFORMATION BINDER NO. ABC70729406, PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, DATED MARCH 9, 2022 AT 5:00 P.M.
- THE BASIS OF BEARINGS IS THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTH QUARTER CORNER BY A 3.25" ALUMINUM CAP STAMPED "PLS 30099" IN A RANGE BOX AND AT THE NORTHWEST CORNER BY A 3.5" ALUMINUM CAP STAMPED "PLS 37051" IN A RANGE BOX, BEARING S89°19'43"W AS REFERENCED TO COLORADO STATE PLANE CENTRAL ZONE.
- 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."
- FLOODPLAIN NOTE: THIS SITE LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS DETERMINED BY THE FLOOD INSURANCE RATE MAP FOR ADAMS COUNTY, COLORADO, MAP NUMBERS 08001C0630H & 08001C0339H, BOTH WITH REVISED DATES OF MARCH 5, 2007.
- 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.
- PUBLIC WATER AND SEWER ARE TO BE PROVIDED BY SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT.
- NOTICE IS HEREBY GIVEN:
 - ANY CONSTRUCTION ACROSS AN EXISTING SUBDIVISION LOT LINE IS IN VIOLATION OF THE SUBDIVISION REGULATION OF THE CITY, EXCEPT AS HEREIN AUTHORIZED.
 - 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.
 - 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.
 - THE STORM WATER FACILITIES PROPOSED WITHIN TRACT X1 SHALL BE CONSTRUCTED AND MAINTAINED BY THE OWNER OF SUCH TRACTS AND 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.
 - THIS SUBDIVISION IS PART OF THE REUNION PUD ZONE DOCUMENT, RECORDED UNDER RECEPTION NO. 2019000050788.
- 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. 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.
- AN ACCESS EASEMENT IS HEREBY GRANTED TO THE CITY OF COMMERCE CITY OVER AND ACROSS TRACT X1, AND THOSE EASEMENTS DEPICTED WITHIN TRACT B AS SHOWN HEREON, FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES AS NEEDED.
- A BLANKET EASEMENT IS HEREBY GRANTED TO UNITED POWER, OVER AND ACROSS ALL LOTS, FOR THE PURPOSE OF INSTALLATION OF ELECTRIC SERVICES.



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	
C1	90°17'53"	25.00'	39.40'	S45°31'21"E	35.45'
C2	25°29'06"	632.00'	281.11'	S13°06'57"E	278.80'
C3	26°50'26"	81.00'	37.95'	S54°57'39"W	37.60'

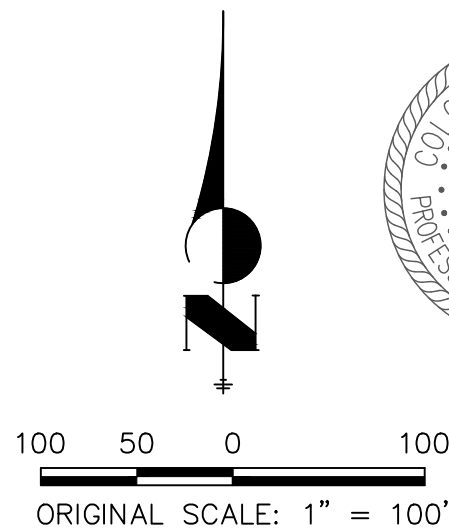
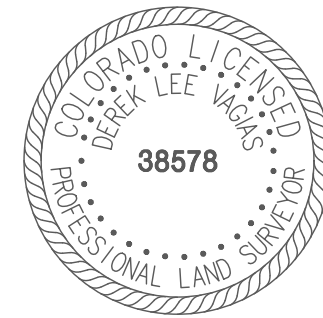
TRACT SUMMARY CHART

TRACT	AREA (SF)	AREA (AC)	USE	OWNER	MAINTAINED BY
X1	121,600	2.7915	OPEN SPACE, UTILITIES, DRAINAGE	REUNION METRO DISTRICT	PROPERTY OWNER
TOTAL TRACT AREA	121,600	2.7915			
TOTAL LOT AREA	425,537	9.7690			
TOTAL ROW AREA	0	0.0000			
TOTAL SITE AREA	547,137	12.5605			

THIS SUBDIVISION PLAT CONTAINS 1 LOT AND 1 TRACT.

LEGEND

- D.E. EXISTING DRAINAGE EASEMENT
REC. NO. 2020000006264
- SET 18" LONG NO. 5 REBAR
WITH A 1.5" ALUMINUM CAP
STAMPED "JR ENG PLS 38578"



LOT LINE ADJUSTMENT
REUNION RIDGE FILING NO. 1, A6
JOB NO. 14421.29
MARCH 21, 2022
SHEET 2 OF 2



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



LAND TITLE GUARANTEE COMPANY

Date: March 17, 2022

Subject: Attached Title Policy/Guarantee

Enclosed please find your product insuring the property located at REUNION RIDGE FILING #1 - TRACTS C & X, Commerce City, CO 80022.

If you have any inquiries or require further assistance, please contact Scott Bennetts at (303) 850-4175 or sbennetts@ltgc.com

Chain of Title Documents:

[Adams county recorded 02/04/2020 under reception no. 2020000011150](#)

Plat Map(s):

[Adams county recorded 01/14/2020 under reception no. 6264](#)

Property Information Binder

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this Binder mean:

- (a) "Land": The land described, specifically or by reference, in this Binder and improvements affixed thereto which by law constitute real property;
- (b) "Public Records"; those records which impart constructive notice of matters relating to said land;
- (c) "Date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Binder, or in a supplemental writing executed by the Company;
- (e) "the Company" means Old Republic National Title Insurance Company, a Minnesota stock company.

2. Exclusions from Coverage of this Binder

The company assumes no liability including cost of defense by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the Land, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Mechanic's lien(s), judgment(s) or other lien(s).
- (e) Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered or agreed to by the Assured; (b) not known to the Company, not recorded in the Public Records as of the Date, but known to the Assured as of the Date; or (c) attaching or creating subsequent to the Date.

3. Prosecution of Actions

- 1. The Company shall have the right at its own costs to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein assured; and the Company may take any appropriate action under the terms of this Binder, whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- 2. In all cases where the Company does not institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. Notice of Loss - Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Binder shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Binder until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Binder unless action shall be commenced thereon with two years after expiration of the thirty day period. Failure to furnish the statement of loss or damage or to commence the action within the time hereinbefore specified, shall be conclusive bar against maintenance by the Assured of any action under this Binder.

5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay, settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Binder, or to pay the full amount of this Binder. Such payment or tender of payment of the full amount of the Binder shall terminate all liability of the Company hereunder.

6. Limitation of Liability - Payment of Loss

- (a) The liability of the Company under this Binder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the liability exceed the amount of the liability stated on the face page hereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for loss or damages shall arise or be maintainable under this Binder (1) if the Company after having received notice of any alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Binder, except for attorney's fees as provided for in paragraph 6(b) thereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Binder or an acceptable copy thereof for endorsement of the payment unless the Binder be lost or destroyed, in which case proof of the loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Binder, the loss or damage shall be payable within thirty days thereafter.

7. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this Binder, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Binder not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to the rights and remedies in the proportion which the payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect the right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving the rights or remedies.

8. Binder Entire Contract

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Binder. No provision or condition of this Binder can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. Notices. Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

10. Arbitration

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association.

ANTI-FRAUD STATEMENT: Pursuant to CRS 10-1-128(6)(a), it is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or

attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed and made a part of this policy.

Copyright 2006-2022 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880



Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By



President

Attest



Secretary

AMERICAN
LAND TITLE
ASSOCIATION



Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

THIS POLICY IS ISSUED IN LIEU OF POLICY NO. PIB70729406.5010584 WHICH IS HEREBY CANCELLED

Order Number: ABC70729406

Policy No.: PIB70729406.18336415

Liability: \$50,000.00

Fee: \$0.00

Subject to the exclusions from coverage, the limits of liability and other provisions of the Conditions and Stipulations hereto annexed and made a part of this Binder,

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY a Corporation, herein called the Company,

GUARANTEES

TERRACINA
DESIGN

Herein called the Assured, against loss, not exceeding the liability amount stated above, which the assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records as of

March 09, 2022 at 5:00 P.M.

1. Title to said estate or interest at the date hereof is vested in:

CLAYTON PROPERTIES GROUP II, INC., A COLORADO CORPORATION

2. The estate or interest in the land hereinafter described or referred to covered by this Binder :

A FEE SIMPLE

3. The Land referred to in this Binder is described as follows:

ALL OF TRACT C AND TRACT X, REUNION RIDGE FILING NO. 1 RECORDED UNDER RECEPTION NO. 2020000006264 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, LOCATED IN THE NORTH HALF OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO

4. The following documents affect the land:

(THIS ITEM WAS INTENTIONALLY DELETED)

1. (THIS ITEM WAS INTENTIONALLY DELETED)

2. (THIS ITEM WAS INTENTIONALLY DELETED)

(THIS ITEM WAS INTENTIONALLY DELETED)

3. (THIS ITEM WAS INTENTIONALLY DELETED)

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

THIS POLICY IS ISSUED IN LIEU OF POLICY NO. PIB70729406.5010584 WHICH IS HEREBY CANCELLED

Order Number: ABC70729406

Policy No.: PIB70729406.18336415

(THIS ITEM WAS INTENTIONALLY DELETED)

4. (THIS ITEM WAS INTENTIONALLY DELETED)

(THIS ITEM WAS INTENTIONALLY DELETED)

5. (THIS ITEM WAS INTENTIONALLY DELETED)

(THIS ITEM WAS INTENTIONALLY DELETED)

6. (THIS ITEM WAS INTENTIONALLY DELETED)

7. (THIS ITEM WAS INTENTIONALLY DELETED)

(THIS ITEM WAS INTENTIONALLY DELETED)

(THIS ITEM WAS INTENTIONALLY DELETED)

8. (THIS ITEM WAS INTENTIONALLY DELETED)

(THIS ITEM WAS INTENTIONALLY DELETED)

9. (THIS ITEM WAS INTENTIONALLY DELETED)

(THIS ITEM WAS INTENTIONALLY DELETED)

10. (THIS ITEM WAS INTENTIONALLY DELETED)

11. (THIS ITEM WAS INTENTIONALLY DELETED)

12. (THIS ITEM WAS INTENTIONALLY DELETED)

13. (THIS ITEM WAS INTENTIONALLY DELETED)

14. (THIS ITEM WAS INTENTIONALLY DELETED)

15. (THIS ITEM WAS INTENTIONALLY DELETED)

16. EXISTING LEASES AND TENANCIES, IF ANY.

17. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED AUGUST 17, 1900 IN BOOK A67 AT PAGE [380](#) (NW 1/4).

18. EASEMENT GRANTED TO KOCH INDUSTRIES, INC., FOR PIPELINES FOR THE TRANSPORTATION OF OIL, GAS, PETROLEUM OR ANY OF ITS PRODUCTS, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED FEBRUARY 18, 1972, IN BOOK 1781 AT PAGE [534](#). ASSIGNMENT OF RIGHT OF WAY RECORDED SEPTEMBER 8, 1998 IN BOOK 5458 AT PAGE [417](#). PARTIAL ASSIGNMENT RECORDED SEPTEMBER 8, 1998 IN BOOK 5458 AT PAGE [413](#).

19. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AN AGREEMENT AMENDING RIGHT OF WAY RECORDED OCTOBER 07, 1998 IN BOOK 5492 AT PAGE [341](#), BEING 30 FEET IN WIDTH, LYING IMMEDIATELY TO THE SOUTH OF AND ADJACENT TO A STRIP OF LAND CONVEYED TO PUBLIC SERVICE COMPANY OF COLORADO BY DEED RECORDED DECEMBER 11, 1962 IN BOOK 1034 AT PAGE [317](#).

20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF ANNEXATION AGREEMENT ENCUMBERING REAL ESTATE RECORDED APRIL 28, 1998 IN BOOK 5310 AT PAGE [782](#).

21. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

THIS POLICY IS ISSUED IN LIEU OF POLICY NO. PIB70729406.5010584 WHICH IS HEREBY CANCELLED

Order Number: ABC70729406

Policy No.: PIB70729406.18336415

CITY OF COMMERCE CITY NORTHERN INFRASTRUCTURE GENERAL IMPROVEMENT DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED MAY 13, 1998, IN BOOK 5330 AT PAGE [924](#).

22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED MAY 29, 1998 IN BOOK 5347 AT PAGE [507](#).
23. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 31, 1998, IN BOOK 5597 AT PAGE [125](#). AMENDED ORDER RECORDED MAY 7, 2001 UNDER RECEPTION NO. [C0797218](#).
24. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN INCLUSION AGREEMENT RECORDED MAY 19, 1999 IN BOOK 5759 AT PAGE [527](#).
25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED JUNE 15, 2000 IN BOOK 6160 AT PAGE [38](#).
26. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CITY OF COMMERCE CITY NORTHERN INFRASTRUCTURE GENERAL IMPROVEMENT DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 21, 2000, IN BOOK 6166 AT PAGE [581](#).
27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT ENCUMBERING REAL ESTATE AS EVIDENCED BY NOTICE RECORDED JUNE 23, 2000 IN BOOK 6167 AT PAGE [938](#).
28. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 02, 2001, UNDER RECEPTION NO. [C0746926](#). AMENDED ORDER OF INCLUSION RECORDED MAY 7, 2001 UNDER RECEPTION NO. [C0797218](#).
29. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE ORDER TRANSFERRING REAL PROPERTY FROM THE GREATER BRIGHTON FIRE PROTECTION DISTRICT TO THE SOUTH ADAMS COUNTY FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 15, 2001, UNDER RECEPTION NO. [C0814831](#). AMENDED ORDER RECORDED DECEMBER 15, 2006 UNDER RECEPTION NO. [2006001010799](#).
30. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SEWER TAP PURCHASE AGREEMENT RECORDED NOVEMBER 27, 2001 UNDER RECEPTION NO. [C0891285](#).
31. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN OPTION AGREEMENT BY AND BETWEEN DIBC BUFFALO HILLS RANCH, LLC, A COLORADO LIMITED LIABILITY COMPANY AND FFP-DIA, LLC, A COLORADO LIMITED LIABILITY COMPANY AND DIBC 96TH AND POTOMAC, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS OPTIONOR AND SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP DBA SHEA HOMES, AS OPTIONEE, AS EVIDENCED BY MEMORANDUM OF AGREEMENT AND GRANT OF POWER OF ATTORNEY RECORDED JANUARY 09, 2002 UNDER RECEPTION NO. [C0911174](#), AND AMENDED BY INSTRUMENT RECORDED FEBRUARY 1, 2002 UNDER RECEPTION NO. [C0922239](#). SECOND AMENDMENT RECORDED AUGUST 16, 2002 UNDER RECEPTION NO. [C1011594](#). THIRD AMENDMENT RECORDED MAY 19, 2005 UNDER RECEPTION NO. [20050519000533540](#). MEMORANDUM OF ASSIGNMENT RECORDED AUGUST 21, 2017 UNDER RECEPTION NO. [2017000072542](#).
32. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CONSOLIDATED DEVELOPMENT AGREEMENT FOR BUFFALO HILLS RANCH PUD RECORDED JANUARY 23, 2002 UNDER RECEPTION NO. [C0917475](#).
33. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPER'S

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

THIS POLICY IS ISSUED IN LIEU OF POLICY NO. PIB70729406.5010584 WHICH IS HEREBY CANCELLED

Order Number: ABC70729406

Policy No.: PIB70729406.18336415

AGREEMENT - BUILDING PERMIT RESTRICTION RECORDED MARCH 08, 2002 UNDER RECEPTION NO. [C0937187](#).

34. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN NORTH RANGE METROPOLITAN DISTRICT NO. 1 AREA WITHIN REUNION, IN INSTRUMENT RECORDED AUGUST 27, 2002, UNDER RECEPTION NO. [C1015874](#). (PROPERTY INCLUDED IN ANNEXABLE AREA).
35. EASEMENT GRANTED TO UNITED POWER, INC., FOR TRANSMISSION OR DISTRIBUTION OF ELECTRICITY, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JUNE 24, 2006, UNDER RECEPTION NO. [20060524000534790](#).
36. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF PERPETUAL EASEMENT TO THE CITY OF COMMERCE CITY RECORDED MARCH 07, 2007 UNDER RECEPTION NO. [2007000023862](#).
37. EASEMENT GRANTED TO UNITED POWER, INC., QWEST COMMUNICATIONS, INC., COMCAST OF COLORADO XI, LLC, PUBLIC SERVICE COMPANY OF COLORADO, AND THE CITY OF COMMERCE CITY, FOR NON-EXCLUSIVE UTILITY EASEMENT, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED OCTOBER 23, 2007, UNDER RECEPTION NO. [2007000099514](#).
38. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT WITH SOUTH ADAMS COUNTY WATER AND SANITATION AND UNITED POWER, INC., RECORDED JANUARY 22, 2008 UNDER RECEPTION NO. [2008000005108](#).
39. OIL AND GAS LEASE BETWEEN L.C. FULENWIDER, INC., DIBC BUFFALO HILLS RANCH, LLC, DIBC 96TH AND POTOMAD, LLC AND FFP-DIA, LLC, AND HILCORP ENERGY I, L.P., RECORDED JULY 11, 2011 UNDER RECEPTION NO. [2011000043713](#); RE-RECORDED FEBRUARY 14, 2012 UNDER RECEPTION NO. [2012000010599](#); RE-RECORDED FEBRUARY 14, 2012 UNDER RECEPTION NO. [2012000010848](#). AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN.

NOTE: RELEASE RECORDED FEBRUARY 17, 2015 UNDER RECEPTION NO. [2015000010840](#).

NOTE: RELEASE RECORDED MARCH 9, 2015 UNDER RECEPTION NO. [2015000016434](#) AND [2015000016435](#).

40. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF SURFACE USE AND COMPATIBLE DEVELOPMENT AGREEMENT RECORDED JULY 11, 2011 UNDER RECEPTION NO. [2011000043725](#).
41. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN WATER RESOURCES AGREEMENT RECORDED NOVEMBER 16, 2012 UNDER RECEPTION NO. [2012000087270](#).
42. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN NORTH RANGE METROPOLITAN DISTRICT NO. 2 AREA WITHIN REUNION IN INSTRUMENT RECORDED DECEMBER 16, 2014, UNDER RECEPTION NO. [2014000088340](#). (PROPERTY INCLUDED IN ANNEXABLE AREA)

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

THIS POLICY IS ISSUED IN LIEU OF POLICY NO. PIB70729406.5010584 WHICH IS HEREBY CANCELLED

Order Number: ABC70729406

Policy No.: PIB70729406.18336415

43. OIL AND GAS LEASE BETWEEN DIBC 96TH AND POTOMAC, LLC AND BISON OIL & GAS, LLC, RECORDED JANUARY 06, 2017 UNDER RECEPTION NO. [2017000001748](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
44. OIL AND GAS LEASE BETWEEN DIBC BUFFALO HILLS RANCH, LLC AND BISON OIL & GAS, LLC, RECORDED JANUARY 06, 2017 UNDER RECEPTION NO. [2017000001753](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
45. OIL AND GAS LEASE BETWEEN FFP-DIA, LLC AND BISON OIL & GAS, LLC, RECORDED JANUARY 06, 2017 UNDER RECEPTION NO. [2017000001761](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
46. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF SURFACE USE AGREEMENT BY AND BETWEEN DIBC BUFFALO HILLS RANCH, LLC AND BISON OIL & GAS LLC RECORDED JANUARY 06, 2017 UNDER RECEPTION NO. [2017000001754](#). ASSIGNMENT THEREOF RECORDED FEBRUARY 13, 2017 UNDER RECEPTION NO. [2017000013442](#).
47. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF RESTRICTIVE COVENANT AND AGREEMENT REGARDING WATER SERVICE RECORDED AUGUST 21, 2017 UNDER RECEPTION NO. [2017000072541](#), FIRST AMENDMENT RECORDED OCTOBER 13, 2017 UNDER RECEPTION NO. [2017000090017](#).
TERMINATION OF RESTRICTIVE COVENANT AND AGREEMENT REGARDING WATER SERVICE, RECORDED OCTOBER 15, 2018 UNDER RECEPTION NO. [2018000083554](#).
48. TERMS, CONDITIONS AND PROVISIONS OF MEMORANDUM OF ASSIGNMENT OF MEMORANDUM OF AGREEMENT AND GRANT OF POWER OF ATTORNEY RECORDED AUGUST 21, 2017 AT RECEPTION NO. [2017000072542](#).
49. TERMS, CONDITIONS AND PROVISIONS OF MEMORANDUM OF AGREEMENT RECORDED OCTOBER 12, 2018 AT RECEPTION NO. [2018000082911](#) AND [2018000082936](#).
50. TERMS, CONDITIONS AND PROVISIONS OF ASSIGNMENT AND BILL OF SALE (FRICO PLAN B PROJECT ERU WATER CREDITS AND ERU WATER CONNECTION) RECORDED OCTOBER 18, 2018 AT RECEPTION NO. [2018000084399](#); AND NOVEMBER 1, 2018 UNDER RECEPTION NO. [2018000088559](#); AND JANUARY 11, 2019 UNDER RECEPTION NO. [2019000002698](#).

ASSIGNMENT AND BILL OF SALE RECORDED AUGUST 4, 2020 UNDER RECEPTION NO. [2020000074931](#).

ASSIGNMENT AND BILL OF SALE RECORDED SEPTEMBER 30, 2020 UNDER RECEPTION NO. [202000098788](#).
51. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SECOND AMENDMENT TO FRICO PARTICIPANT WATER RESOURCES AGREEMENT RECORDED OCTOBER 29, 2018 UNDER RECEPTION NO. [2018000087164](#).
52. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF REUNION PUD ZONE DOCUMENT RECORDED JUNE 28, 2019 UNDER RECEPTION NO. [2019000050788](#).
53. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AND SURFACE USE AGREEMENT RECORDED JULY 03, 2019 UNDER RECEPTION NO. [2019000052102](#).
54. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RELINQUISHMENT OF SURFACE RIGHTS RECORDED JULY 10, 2019 UNDER RECEPTION NO. [2019000053972](#).

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

THIS POLICY IS ISSUED IN LIEU OF POLICY NO. PIB70729406.5010584 WHICH IS HEREBY CANCELLED

Order Number: ABC70729406

Policy No.: PIB70729406.18336415

55. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF REUNION RIDGE FILING NO. 1 RECORDED JANUARY 17, 2020 UNDER RECEPTION NO. [202000006264](#). SURVEYOR'S AFFIDAVIT OF CORRECTION RECORDED JANUARY 19, 2022 UNDER RECEPTION NO. [202200005089](#).

56. RESERVATION OF ALL MINERALS AND MINERAL RIGHTS, OIL AND GAS AND OIL AND GAS RIGHTS, AND COAL AND COAL RIGHTS, AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED FEBRUARY 04, 2020 AT RECEPTION NO. [2020000011150](#).

57. TERMS, CONDITIONS AND PROVISIONS OF ASSIGNMENT AND QUITCLAIM OF SURFACE RIGHTS APPURTENANT TO MINERAL OWNERSHIP RECORDED FEBRUARY 04, 2020 UNDER RECEPTION NO. [2020000011152](#).

58. MORTGAGE DATED FEBRUARY 04, 2020, FROM CLAYTON PROPERTIES GROUP II, INC., A COLORADO CORPORATION FOR THE USE OF TERRACINA DESIGN TO SECURE THE SUM OF \$11,500,000.00 RECORDED FEBRUARY 04, 2020 UNDER RECEPTION NO. [2020000011153](#).

PARTIAL RELEASES IN CONNECTION THEREWITH RECORDED AUGUST 4, 2020 UNDER RECEPTION NO. [2020000074926](#) AND SEPTEMBER 30, 2020 UNDER RECEPTION NO. [2020000098785](#).

59. MORTGAGE DATED FEBRUARY 04, 2020, FROM CLAYTON PROPERTIES GROUP II, INC., A COLORADO CORPORATION FOR THE USE OF SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP TO SECURE THE SUM OF \$2,900,000.00 RECORDED FEBRUARY 04, 2020 UNDER RECEPTION NO. [2020000011154](#).

PARTIAL RELEASES IN CONNECTION THEREWITH RECORDED AUGUST 4, 2020 UNDER RECEPTION NO. [2020000074927](#) AND SEPTEMBER 30, 2020 UNDER RECEPTION NO. [2020000098784](#).

60. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTH RANGE METROPOLITAN DISTRICT NO. 3, AS EVIDENCED BY INSTRUMENT RECORDED FEBRUARY 10, 2020, UNDER RECEPTION NO. [2020000012885](#).

AMENDMENT NO. 17 TO THE AMENDED AND RESTATED RESOLUTION OF THE REUNION METROPOLITAN DISTRICT REGARDING THE IMPOSITION OF SYSTEM DEVELOPMENT FEES RECORDED JULY 21, 2020 UNDER RECEPTION NO. [2020000068058](#).

AMENDMENT NO. 8 TO THE AMENDED AND RESTATED RESOLUTION OF THE REUNION METROPOLITAN DISTRICT REGARDING THE IMPOSITION OF CITY CREDIT FEES RECORDED SEPTEMBER 2, 2020 UNDER RECEPTION NO. [2020000086717](#).

RESOLUTION OF THE BOARD OF DIRECTORS OF THE REUNION METROPOLITAN DISTRICT RECORDED JUNE 30, 2021 UNDER RECEPTION NO. [2021000078761](#).

61. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SACWSD SERVICE COMMITMENT AGREEMENTS RECORDED OCTOBER 26, 2021 UNDER RECEPTION NO. [2021000125613](#) AND RECEPTION NO. [2021000125614](#).

62. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OR ERU COVENANTS AND RESTRICTIONS RECORDED JUNE 25, 2021 UNDER RECEPTION NO. [2021000076485](#).

NOTE: THIS BINDER DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS, RECORDED OR NOT.

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

THIS POLICY IS ISSUED IN LIEU OF POLICY NO. PIB70729406.5010584 WHICH IS HEREBY CANCELLED

Order Number: ABC70729406

Policy No.: PIB70729406.18336415

NOTE: THIS BINDER IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.

NOTE: ADDITIONAL UPDATES TO THE EFFECTIVE DATE OF THE BINDER MAY BE REQUESTED BY THE PROPOSED INSURED. ONE UPDATE IS INCLUDED WITH THIS BINDER AT NO ADDITIONAL COST. ANY ADDITIONAL UPDATES WILL BE ISSUED AT THE COST OF \$125 PER UPDATE. FOR EACH UPDATE PROVIDED, A REVISED BINDER WILL BE ISSUED SHOWING A NEW EFFECTIVE DATE AND ANY MATTERS RECORDED SINCE THE EFFECTIVE DATE OF THE PREVIOUS BINDER.



INVOICE

Land Title Guarantee Company
5975 Greenwood Plaza Blvd Suite 125
Greenwood Village, CO 80111
(303) 270-0445
Tax ID: 84-0572036

TERRACINA DESIGN
ATTN: JEFF MARCK
10200 E GIRARD AVE #A314
DENVER, CO 80231

Reference

Your Reference Number:
Our Order Number: 70729406
Our Customer Number: 73788.3
Invoice (Process) Date: 03/17/2022
Transaction Invoiced By: Andy Stenman
Email Address: astenman@ltgc.com

Invoice Number: 70729406-1

Property Address: REUNION RIDGE FILING #1 - TRACTS C & X, Commerce City, CO 80022

Parties: CLAYTON PROPERTIES GROUP II, INC., A COLORADO CORPORATION

- Charges -

Property Information Binder	\$0.00
Amount Credited	\$0.00
Total Invoice Amount	\$0.00
Total Amount Due	\$0.00

Payment due upon receipt

Please reference Invoice No. 70729406-1 on payment
Please make check payable and send to:
Land Title Guarantee Company
5975 Greenwood Plaza Blvd Suite 125
Greenwood Village, CO 80111

