



AGENDA

Planning and Economic Development Policy Committee

April 12, 2023

8:30 am

Aspen Room/Hybrid

Aurora Municipal Center, 2nd Floor

15151 E Alameda Pkwy

Aurora, CO 80012

Public Participation Dialing Instructions

Call in Number: 1(408)418-9388

Access Code: 2485 415 7208

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This meeting will be live-streamed on the city's YouTube channel. Watch at [YouTube.com/TheAuroraChannel](https://www.youtube.com/TheAuroraChannel)

Council Member Francoise Bergan, Chair
Council Member Steve Sundberg, Vice Chair
Council Member Angela Lawson, Member

Council Goal: Be a great place to locate, expand and operate a business and provide for well-planned growth and development.

	Pages
1. Call to Order	
2. Approval of Minutes	1
March 8, 2023 Draft Subject to Approval Councilmember Bergan	
3. General Business	
3.a Development Review Quarterly Update Q1 2023	18
Quarterly Development Review Update Staff: DCM Jason Batchelor, DCM Laura Perry Estimated Time: 15 minutes	

- 3.b IGA with Prairie Point CAB for Ownership and Maintenance of Certain Public Improvements** 36
- Intergovernmental Agreement between the City of Aurora, Colorado and the Prairie Point Community Authority Board Regarding Public Improvement Ownership and Maintenance
 Staff Source/Legal Source: Steve Durian, Deputy Public Works Director/Michelle Gardner, Assistant City Attorney
 Estimated Presentation/discussion time: 10 minutes
- 3.c Resolution Improving HOA Notification Process** 126
- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE CITY’S INTENT TO IMPROVE THE CITY’S HOA NOTIFICATION PROCESS FOR LAND DEVELOPMENT WITHIN THE CITY
 Sponsor: Council Member Francoise Bergan
 Staff Source/Legal Source: Jeannine Rustad, Director of Planning and Development Services; Daniel L. Money, Senior Assistant City Attorney
 Estimated Time: 15 min.
- 3.d Prairie Dog Relocation Ordinance** 131
- FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING SECTION 4.12.1 TO CHAPTER 146 OF THE CITY CODE PERTAINING TO THE HUMANE TREATMENT AND RELOCATION OF PRAIRIE DOGS AND THE PROTECTION OF ENDANGERED WILDLIFE SUCH AS THE BLACK-FOOTED FERRET AND WESTERN BURROWING OWL
 Council Sponsors: Juan Marcano and Crystal Murillo
 Staff Source: Jeannine Rustad, Planning and Development Services Director/Legal Source: Daniel L. Money, Senior Assistant City Attorney
 Estimated Time: 15 min.
- 3.e Opportunity Zones** 137
- Opportunity Zones
 Andrea Amonick, Development Services Manager/Rachel Allen, Client Group Manager
 Yuriy Gorlov, AEDC Vice President
 Estimated Time: 20 minutes

3.f Resolution Regarding Aurora Development Review Incentive

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Resolution Regarding Aurora Development Review Incentive
Council Sponsors: Curtis Gardner, Mayor Pro Tem; Dustin Zvonek,
Councilmember
Legal Source: Brian Rulla, Assistant City Attorney
Estimated Time: 10 min.

4. Miscellaneous Matters for Consideration

4.a Aurora Economic Development Council

Yuriy Gorlov

4.b Havana Business Improvement District

NO REPORT

4.c Aurora Chamber of Commerce

NO REPORT

4.d Planning Commission

NO REPORT

4.e Oil and Gas Committee

144

Brad Pierce

Please see the Oil and Gas Committee updates in the agenda packet.

4.f Business Advisory Board

Elena Vasconez

4.g Retail

NO REPORT

4.h Small Business

Marcia McGilley

4.i Visit Aurora

NO REPORT

5. Confirm Next Meeting Date

Tentatively scheduled for May 10, 2023, at 8:30 AM MT

6. Adjournment

**PLANNING AND ECONOMIC DEVELOPMENT POLICY COMMITTEE MEETING
MINUTES**

Date: March 8, 2023

Time: 8:30 am

Members Present Chair: Council Member Francoise Bergan, Vice Chair: Council Member Steve Sundberg, Council Member Angela Lawson

Others Present Council Member Crystal Murillo , Council Member Juan Marcano, Adrian Botham, Andrea Amonick, Andrea Barnes, Anthony Youngblood, Ariana Muca, Becky Hogan, Brad Pierce, Brandon Cammarata, Cesarina Dancy, Chad Argentar, Chance Horiuchi, Crystal Vigil, Dan Harrington, Daniel Brotzman, Daniel Harrington, Daniel Krzyzanowski, Daniel Money, Darcy Dodd, David Schoonmaker, Diana Rael, Elena Vasconez, Ghislaine Torres Bruner, Ian Best, Jacob Cox, Jake Zambrano, Jason Batchelor, Jeannine Rustad, Jeffrey Moore, Jennifer Orozco, Jose Rodriguez, Joseph DeHerrera, Julie Patterson, Kelly Bish, Kevin Hougén, Leah Ramsey, Marcia McGilley, Maria Alvarez, Marisa Noble, Mark Smith, Melissa Rogers, Mindy Parnes, Morgan Cullen, Philip Nachbar, Rachel Allen, Robert Oliva, Sasha Easton, Scott Berg, Steve Durian, Thomas Oldenburg, Tod Kuntzelman, Yuriy Gorlov

1. CALL TO ORDER

CM Bergan calls the meeting to order.

2. APPROVAL OF FEBRUARY 8, 2023, DRAFT MINUTES–COUNCIL MEMBER BERGAN

2.a. The minutes were approved.

3. GENERAL BUSINESS

3.a. A/D Works!

Summary of Issue and Discussion:

Andrea Amonick, Development Services Manager

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Sasha Easton, Workforce Director for Arapahoe/Douglas Works, presents on A/D Works!. Arapahoe/Douglas Works Workforce Center is part of a network of workforce centers throughout the state of Colorado. One of ten local areas, primarily serving Arapahoe and Douglas counties, but also has the ability to serve citizens from any other county, provided those citizens are able to access their services. Mission as an organization is to strategically invest in human capital and contribute to the regional economic vitality by meeting talent pipeline needs as well as providing business and industry crucial individuals to meet their needs for growing occupations and industries. Vision is a best-in-class workforce development organization that is responsive to the needs of business, industry, and job seekers with an individual consultative approach.

Arapahoe/Douglas Works (A/D Works!) collaborates with job seekers to provide opportunities through career counseling and labor market support by walking them through career pathways and career lattices available to them, identifying what credentials they may need to be successful and marketable in the industry of their choice. If citizens are eligible A/D Works! will help pay for training, credentialing, or micro-credentialing. A/D Works! also offers the ability to partner with business and industry on work-based learning opportunities through internships or a work experience. If eligible, A/D Works! can subsidize their wages for a period of time at 100%.

For more marketable individuals needing support in minor areas, A/D Works! has on-the-job training and could subsidize a portion of their wage. The expectation in those instances are that organizations have the ability to work with individuals, see if they are a good fit, and the goal is to have them be hired on following that opportunity.

A/D Works! helps develop career pathway opportunities by participating in a variety of sector partnerships. They work in business and industry to help understand those organizations' needs, what their challenges are, and conduct education and consulting. A/D Works! is data driven and labor market driven. They have the ability to connect candidates to business, do pre-screening events, and set up or support continuing registered apprenticeships statewide that walk business industry and training providers through the process.

A/D Works! offers layoff prevention services, where they come in and do direct support with individuals before the layoff occurs. Offers labor force data and analysis including site selector data and commuter data. They have a variety of partnerships and ability to coordinate networking events and other business and industry events, as well as providing a consultative approach.

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A/D Works! is driven by their Workforce Development Board which is made up of primarily business representatives and labor representatives representing community-based organizations. These include adult ed, higher ed, vocational, rehabilitation, human services, and state staff. Key results show A/D Works! meets clients where they are at in providing opportunities and career pathways that are growing, sustainable, and meeting the needs of the economy.

A/D Works! conducts longitudinal data tracking for the individuals they work with. Looking at over 33,000 individuals that they have worked with through this four-year period, the individuals tracked one-year post-exit were earning 108% of what they were earning previous to working with A/D Works!. Between 1 and 4 years after exit, their median wage grew at 6.6% annually. In comparison, wages in the Metro Denver area for individuals that A/D Works did not work with only grew 5.5% annually. Over that same time frame of 2016 through 2021, A/D Works! used labor force data through the statewide database, based on BLS statistics, in which exiters made 46 million. That 33,000 that were tracked made 46 million more than they were making two quarters prior to coming to A/D Works!. These new worker earnings are directly attributable to the value of services by Arapahoe/Douglas Works. This methodology is nationally recognized to demonstrate the return on investment for A/D Works! services and is utilized statewide. Individuals that are 18 and up typically have one or more barriers to employment. These individuals may be on public assistance, have a disability, etc. By providing credentialing training, consultative support, and labor market navigation, individuals recapture their wages at a higher rate, allowing adult participants to more than double what they were making over the four years after exiting the program.

A/D Works! has a team that supports business and industry. During the current program year, the business services team has posted over 93,000 job openings and helped local employers with solutions to meet their needs. A/D Works offers sector partnerships such as the Aerospace Sector Partnership, planning the logistics, and coordinating Aerospace Day at the Capitol. They also provide consultative approach and skill mining services.

CM Sundberg asks what some of the most common training and tutoring topics are you find yourself teaching people. Sasha answers A/D Works has hard skill and soft skill assessments, so it depends on what area people are entering. A/S Work has helped people enter fields of Health/CNA, IT, transportation/ CDL, HVAC, etc. Their role is to help the individual understand what occupations and industries are a good fit, and then, set them up for success.

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CM Sundberg asks what items are taught on the soft skill aspect of things. Sasha answers that A/D Works! facilitation team offers virtual and in-person workshops including emotional intelligence workshops, workshops on career transition, resume interviewing, and salary negotiation. Sasha will share with Crystal their workshop calendar and link their website to share with the group.

CM Lawson asks how long this program has been implemented as far as the youth part of the organization. Sasha answers the legislation has been around in various iterations since the 80s under different names, evolving with legislation. Currently, it is called the Workforce Innovation and Opportunity Act. But there are also youth services for individuals that are not eligible through our career services program, and a youth program funded out of TANF funds in Douglas County. A/D Works! has been in existence since the late 80s in various iterations. The apprenticeship is a newer conversation and gaining traction at the federal level. A/D Works! is 100% grant funded and does not receive any city or county funds, their funds are only through the federal level and some state discretionary funding sources. A/D has apprenticeship grants to fund those opportunities for individuals where that four-year college is not the best fit. Much of the youth they work with are opportunity youth, which are individuals that dropped out or have not connected to post-secondary pre-apprenticeship, apprenticeship, community college or some type of higher ed.

CM Lawson asks how A/D Works! are marketing this program through the schools. Sasha answers it's one of the challenges they face. WIOA (Workforce Innovation and Opportunities Act) is up for reauthorization currently. A/D Works is not able to market through a paid marketing campaign. They are only able to leverage through word of mouth, fliers, and websites. Their Workforce Board has three new task forces open to anybody within the community. A Marketing and Outreach Task Force, a Mental Health Task Force, and a Young Adult and Youth Engagement Task Force.

CM Lawson asks if Sasha could put WIOA information in chat for the board to review which Sasha complies.

CM Bergan asks do you have opportunities for internships and are you working with anyone to fill the gaps. Sasha answers they have in the past at various intervals, and they are happy to explore new possibilities. A/D Works! has a work-based learning team that can discuss those opportunities. A recent example of such a partnership is with the Arapahoe County Health Department assisting them with administrative aspects and helping them expand as a career pathway into nutrition, primarily for youth.

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A/D Works! is also partnered with a contractor, Lockheed Martin, which does manufacturing and helps them with their internship needs.

CM Bergan asks if A/D Works! Website can be pushed out to school districts. Sasha answers they have staff that go to the school districts and partner to do workshops. A/D Works provides materials for these events. Recently, they partnered with the Cherry Creek Innovation Campus in this way, funding 50 students in pre-apprenticeship tracks.

CM Murillo asks for clarification on the full spectrum of wages when citizens who A/D Works worked with, as opposed to just the median. Sasha answers it depends on that industry and occupation, but they have an internal dashboard of our average wage at placement for a different population. Sasha puts links to those in the chat. Sasha mentions dislocated workers, those are individuals that were laid off through no fault of their own are being placed at a higher wage, but the median wage is how the US Department of Labor tracks wage at placement for A/D Works! performance measures. Sasha proceeds to show how to navigate the database in chat.

CM Murillo asks if Sasha is aware of the Global Talent Task Force out of the Office of New Americans State Office, working on increasing licensures for global talent and being able to make use of that workforce here. CM Murillo posts a link to them in chat. CM Bergan offers that CM Murillo and Sasha connect in a meeting to further discuss this outside of this meeting and move on to the next item.

Outcome:

Information only.

Follow-up Action:

None required.

3.b. Prairie Dog Relocation Ordinance**Summary of Issue and Discussion:**

Jeannine Rustad, Planning and Development Services Director

CM Marcano, CM Murillo, Jeannine Rustad, the Planning and Development Services Director, and Dan Money present the Prairie Dog Relocation Ordinance. CM Marcano states this ordinance came about after a group of concerned residents reached out to them about the threat to Prairie Dogs, Western Burrowing Owls, and the Black Footed Ferrets that they interact with and help house in the city. The town of Parker has an ordinance in place to help protect the habitat that Prairie Dogs provide, not just for themselves, but for these other species and the requirements for humane

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relocation, as opposed to utilizing poison which has an impact that can affect other local wildlife as well as some of our household pets. If something eats a Prairie Dog that was poisoned then somehow winds up in a citizen's backyard and their dog gets ahold of it, that can actually make the citizen's dog sick. Team worked to put together an ordinance to emulate what the town of Parker has done, as their requirements are fairly reasonable. CM Murillo adds this is not the first-time conversations around Prairie Dogs were had. A Chapter 14 Revision occurred a few years ago with the impetus being developments in Ward I, the affordable housing units that were being stood up along Potomac, near Sixth Avenue, where people saw this happening. Residents reached out to do something about it.

Dan Money shares Parker's ordinance on screen. showing that developers must relocate before getting a demolition permit, a grading permit, sketch/preliminary plan, minor development plat, replat, site plan or preliminary. They are encouraged to partner with nonprofits and then they cannot relocate or bother Prairie Dogs in between April 1st and June 1st, which is birthing season. There is no explanation of whether a developer is supposed to not do anything with their land for those three months. If they must do extermination, they have to go through the federal government and the state of Colorado. The Parker ordinance does not give a specific timeline, however the ordinance drafted for Aurora does give a timeline of six months because they were asked by developers.

Jeannine Rustad discussed the ordinance with a few individuals on the Development Review Advisory Board. One concern that arose is the timing of the six months. The city is trying to shorten its development review processes, but with this timing, it's not only Prairie Dogs that may be present, but Black Footed Ferrets and Burrowing Owls. If there are Burrowing Owls, they are prohibited from or are limited to doing any work during the winter months. That would be longer than the months in the Parker ordinance. This could add an estimated 12 to 14 months if developers have to wait to start in summer. Another problem, whether talking to developers or Colorado Wildlife members, is the limited number of receiving sites being hard to find. Relocating animals out of the county requires approval of the receiving Board of County Commissioners. Developers are not only going to have to go through the city process, but potentially another county process to get approval with no guarantee. As a matter of cost, relocation is ten times greater than extermination based on a few estimates received. There are also hazards, because relocation requires vacuuming the critters out of the holes and there is a 45% death and injury rate with that process. With staff looking more closely at the drafted ordinance, as well as the developers, there would need to be some refinement to this ordinance. There would need to be a definition for "treated humanely." The ordinance is limited to one way of extermination if they

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cannot be relocated. One of the developers spoke with an exterminator about using the CO, a method some use, in which some Prairie Dogs just go to sleep and once oxygen is back, they wake up. So, there are other ways that are safe for Prairie Dogs and other critters. It is important to use best practices that are humane and not restricting the time limit.

In terms of demolitions, the magnitude should be considered before having to go through the process. Such as, would this all be necessary for something as simple as a house on the property they want to demolish? Jeannine suggests they would like some more time to work on refining the ordinance and see if they can discuss more on the timeline.

CM Bergan agrees that disposing of the Prairie Dogs humanely is something they want to strive for, however while sitting on the Red Tape Ad Hoc Committee with several other council members, they wanted to cut down on regulations because developers mention every day that when they are delayed, it costs them money. CM Bergan mentioned they wanted affordable housing and attainable housing to go quickly as possible on the market, and this current ordinance slows that down tremendously. It does not seem reasonable to put these kinds of barriers in place.

CM Lawson says he agrees they must do things humanely but there has to be balance. As they are trying to get affordable housing, waiting six or even three months could lose potential developers. CM Lawson asks Jeannine if the Advisory Group said what would be the ending cost for something like this if they did have to wait. Jeannine answers that they have not yet taken this ordinance to the entire advisory group, but it is going to vary because of the cost of the land, interest rate, and economic environment.

CM Sundberg asks if a certain representative number of Prairie Dogs could be trapped and relocated. CM Bergan answers they can, but with a permit from Colorado Parks and Wildlife. CM Sundberg stated Colorado Parks and Wildlife described and classified Prairie Dogs as a destructive rodent pest. They are not endangered. The 45% success rate of relocation is not a good rate. CM Sundberg asks if relocated, do they have to have existing burrows there and how quickly can they burrow and make a new home. Jeannine answers that she does not know. Several sources mention that if they are relocated where there is an existing colony, that the existing colony is territorial, protective of their food source, and will likely kill the incoming Prairie Dogs. CM Sundberg agrees, stating families within the colonies need to be considered as not all of them are going to get along and coexist in relocation. Boulder has gone through a similar relocation process and possibly chose the lethal control approach. One of their soil health experts indicated that the problem with Prairie Dogs is that they do not stay where

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you want them to stay in relocation. Even if you remove them from certain properties, they will still graze where they want to graze.

CM Marcano says that the ordinance does not seem to be adversely impacting development in Parker and does not believe it would necessarily impact development here in a negative light. Making tweaks to the ordinance would be important. While Prairie Dogs are not endangered, they are a keystone species. The Burrowing Owl and the Black Footed Ferret are currently threatened in Colorado, so a benefit of this is to ensure that those animals do not continue to lose population and become endangered or potentially extinct in Colorado. In terms of timeline and costs, CM Marcano is happy to work with staff to get the answers to those questions and find a more reasonable timeline.

CM Murillo apologizes for having this discussion during the policy committee, saying their goal is to have some of this feedback and things thought through a little bit more in advance. This was brought to the HORNS Committee, but staff did not prepare the presentation and instead at the meeting essentially said they did not think this was the right committee, without ever telling CM Murillo as the Chair that that was the case. A staff conversation of the ordinance was intended to happen in advance to talk through some of these things but did not happen. CM Murillo feels there may be some obstruction of the process moving forward, expressing he is a little frustrated. CM Murillo understands the concerns on timeline as well and wishes to dig up more on some of those points. Especially regarding Parker's and Boulder's ordinances which have not necessarily impeded their development and growth rate. CM Murillo would like to talk about concerns having them thoroughly vetted by committees and reaching out to the different cities to get a sense of how ordinances like this have impacted their development. The way the city exterminates Prairie Dogs is legal, but it is not very humane. It is not always going to be feasible to relocate.

CM Bergan does not feel like the ordinance is ready to move forward. The CO mentioned is not foolproof, and the overall relocation section is very difficult to accomplish. Other alternatives should be looked at and how the ordinance is enforced in Parker.

CM Sundberg asks if a nonprofit could be created or if one exists now to work in good faith with the developer to go in and trap a certain representative number of Prairie Dogs in agreement and then relocate them before the development. CM Marcano answers that there are nonprofits who help with relocation, and the developers would be encouraged/required to contact those folks as part of their good faith effort. That is something that already exists in Parker's ordinance as well. CM Bergan mentions the issue with the nonprofit is figuring out when the nonprofit could do the relocation

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and what are the steps. Are they the same steps to get through the county commissioners and Colorado Parks & Wildlife? It would be better to look at this ordinance from a perspective of what other alternative methods exist. CM Marcano says they will work with Steph on this. Jeannine says any changes to UDO or development process will get feedback through the Development Review Advisory Board. Jeannine will collaborate with Crystal to meet with CM Murillo and CM Marcano and go over these issues.

Outcome:

Information only.

Follow-up Action:

None required.

3.c. Crestone Peak Resources Operator Agreement**Summary of Issue and Discussion:**

Jeffrey Moore, Oil & Gas Manager

Jeffrey Moore, Manager of the Oil and Gas Division, presents amendments to Exhibits A & B to the Crestone Peak Resources Operator Agreement. Jeffrey announced that the Oil & Gas Division is changing its title to Energy & Environment Division. Jeffrey shares their screen to showcase the City and Crestone Peak Resources Exhibits A and B, maps and the description of the wells in the Operator Agreement to which they are planning to do adjustments. The Operator Agreement does allow revisions to those exhibits to the wells and Wells Sites, but it has to be after a public hearing at City Council. Today is the first step of that process. There was a previous revision two years ago in January of 2021. Crestone is requesting three things. The first is a reduction in the total number of wells and total number of Well Sites. Cancellation of a previously approved Well Site, less than 2000 feet from a residence, and a shift in the location of two Well Sites to avoid existing drainages and better align with surface owner plans. The area discussed is north of I-70, specifically northwest of the intersection of 26th Avenue and Monaghan Road. The green outline is the ATEC area. The blue sites are currently active Well Sites with wells drilled. Jeffrey goes through changes that are being proposed. The map shows the Bijou North location where it is currently approved in the Operator Agreement. There is natural drainage that goes through that location. Crestone is proposing to move this to the southeast to get it out of that particular drainage. The number of wells will stay the same.

On to the Schuh South Well Site, there are four existing wells already producing and there is an approved phase two expansion of that site to add an additional four wells. They are now requesting to cancel that phase two development and not add any more wells there. The King North Well Site

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has been in process for approval for a while. They are asking to cancel that site and shift those wells down, as a phase two, onto the King South site, which is an existing site with four wells. They would add 12 wells to those existing four. The proposed plans have been reviewed fully by the Oil and Gas Division, which has confirmed support by the surface owner and the mineral owners. There are some advantages to the city from these changes. It does reduce the total surface impact of oil and gas within the city. It avoids having to reroute natural drainages, which is a preference by Aurora Water. It removes the previously approved Well Site that was less than 2000 feet from a residence, and provides greater protection for public health, safety, welfare, the environment and wildlife resources.

There is currently one residence here on this property. Drawing a 2,000 foot radius circle there from that residence to show what that distance looks like. One can see they are canceling the site that is there inside the 2000 foot radius from the residence, that phase two expansion of Schuh South. The other sites, Bijou North and King North, remain well outside of that 2,000 foot limit. Since creating the slides, it was learned that the surface developer owns that residence, and its tenant has agreed to vacate that residence and it will be removed prior to the grading activity.

In summary, Crestone has the right to request this change. It would result in one less Well Site and four less wells, cancel an approved site, reduce total surface disturbance in the city, and avoid two drainages. The surface owner and mineral owner support this change, as does the Oil & Gas Division. It's recommended to move this forward to the study session on April 3rd.

Dan Harrington shares slides of proposed changes and justifications. Modifying Exhibit B of the Aurora-Crestone Operator Agreement and covering four locations in that agreement. The Bijou North to move a site about a third of the mile to the south and the east. The King North intended to be eliminated. 12 wells and one site out of the agreement. We would take those 12 wells and drill them as a phase two to the King South site. An existing well pad with four wells currently. Fourth, cancel phase two of the Schuh South site, an existing site with four wells. Forego the remaining four wells.

The modifications to Exhibit B will not modify the text or the contractual language of the main Operator Agreement. The net effect on the Operator Agreement would be one fewer Well Site in Aurora and four fewer total wells. Positive changes to both the Bijou and the King sites reflect the surface owner's preferences around siting and timing. The changes will increase the surface owner's available area for residential development. In the case of the Bijou, this will avoid a Mile High Flood District designated stream Second Creek in the area.

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All changes are within the ATEC area, Sections 21 and 28. North of 26th Ave, a few miles east of E-470. Starred locations are the Bijou North site and the proposed King South expansion. To the Bijou North on the left is a page from Exhibit B. In the Pale Gray is how the site is currently depicted. The revised site is depicted in dark gray with the change and highlighted are changes to the language. The highlighted language is a legal description of the new site. That last site is sliding 1800 feet to the southeast. Well count remains 12. An aerial map shows how the original designated pad site overlaps the Second Creek drainage, which is going to be moved off of that area.

The new pad site aligns better with Aurora Highlands Surface Development Plan. Intending residential development to the west and moving this site eastward allows more residential development and better stand off from what is built. The Original King North site is being requested to be eliminated and translated down to expand the King South phase one into a King South combined. That site would have four plus 12 new wells, and then the King North would be entirely removed from the Operator Agreement. The advantage is this siting works better for ATEC planned surface development in the area. It opens more land and it is also more efficient to co-locate wells on one site, allowing for one consolidated facility rather than two and is more efficient from land use. Lastly, the Schuh South site phase one was built and drilled in 2019. Foregoing phase two and its four wells, you can see on the map here the area that will not be built in red X's.

Outcome:

Council unanimously approved this item to move forward to City Council.

Follow-up Action:

Staff will add this item to City Council agenda.

3.d. Retail Strategy**Summary of Issue and Discussion:**

Robert Oliva, Retail/Commercial Supervisor

Robert Olivia of Retail Economic Development from Development Services Department presents on the Retail Strategy 2023 strategy. The mandate is mostly focused on sales tax generation, which begets jobs. Discusses attracting high volume retailers and restaurants to Aurora. Assume that there was an old Chicago that went out of business leaving a 5000 square foot restaurant to fill. If it was filled with an average local operator in Aurora, the city would get about \$37,000 a year in sales tax, and they would employ probably about 40 people. But, taking that same space and putting a high

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volume restaurant there, they could do \$187,000 in sales tax out of the same space with the same landlord and probably produce about 60 to 70 jobs. A lot of times people think high volume businesses are national chains, but they are not necessarily. Seoul Hospitality has eight different concepts in Aurora. If you walk into one, you're walking into a mom-and-pop. But, behind the scenes, they have sophisticated systems in place where they can be run sort of the way a chain runs. They are very efficient and local. This is low hanging fruit to use technological advantages to help them find better locations, fill the holes in their marketing, and allow them to produce more sales. This is a very fine group, and they are working on a project to open another restaurant. That is how they deal with existing operators that are already in Aurora.

The Development Services Department like to help landlords fill vacant space with traditional and nontraditional uses. Nontraditional uses would be opening a store selling widgets. If someone wants to open a store, they can spend a quarter of \$1 million and open a store to try to sell these, or they can go to an incubation market and spend about \$200 for the weekend to test out whether this will sell. One of the nontraditional uses for a big box space would be an incubation market. A traditional use could be anyone that would be coming out of the SBDC, and they want to open in a temp store and move to a permanent store later. They very much encourage tenants to try concepts before spending all their money opening a store, and that is what incubation markets are for. Providing incentives to renovate older functional shopping centers. A perfect example of this is Southlands. They were having some difficulty with the two vacant spaces they had, but there were two players that were interested. One was a traditional use, Nordstrom's Rack, and one was a nontraditional use, an entertainment complex. Incentivizing Nordstrom's Rack made a lot of sense because there is not a Nordstrom's Rack east of here all the way past the Kansas border. This prompted Lululemon to also coming to Southlands

The Development Services Department also help centers renovate into a mixed use. Recently, they have done a lot of changes to zoning allowing mixed use where it was not allowed before. The Kimco Center at the corner of Parker Road and Quincy is a perfect example of where there was a functioning center with an obsolete elbow in the corner. The old Cairo Fabric space. The number one thing that retail developers try to do is bring in residential, so they have a captive audience in their parking lot. 300, 400, or 500 people living in a parking lot allows that center to become a shopping center. It makes a lot of sense to produce residential in a functionally obsolete place. The Aurora Mall is an obvious one. The Target Center across the street as well. They could put more retail in if they wanted. Those are the types of things they look at. They look at parking lots as

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opportunities with infrastructure. We look to help people take a look at mixed use, and we also bring in nontraditional uses.

Development Services Department also increased sales tax amongst existing operators and new operators. They team up the SBDC and Economic Development. They are currently canvassing and run into operators that have somehow survived in their operation selling this widget, but do not know how to expand. A large number of people in canvassing want to expand, and do not want to move their location. They may want to open a second location or expand their current location, and so the SBDC can give them the tools to start online marketing or to open an online store or a whole plethora of things.

Development Services Department has a lot of technology that can support businesses by showing them where all their customers are coming from and a heat map of all the areas that have their customers, so that they can market directly to that area. A lot of technology they can afford because we distribute it amongst all of our operators, but they cannot afford to have it themselves because they would only use it like once every five years. Development Services Department has the tech advantages and has the SBDC in order to increase their sales of current operators and anyone coming into Aurora.

Development Services Department is a welcoming environment to mom-and-pop operators. It is very time consuming, but it is the number one most requested operator that they get. By far, everyone says they do not want chains, they want to shop local. One of the things they would like to do is help businesses stay in business, which every shopping center developer does. Once they open, help them get through the first six months, because if they make it through the first 6 to 12 months, they are probably going to make it. Robert can come up with a program to help those businesses.

CM Bergan says that often on Next Door she gets constituents that want certain stores. They do not understand why those stores are not in the city or in a particular area. CM Bergan asks Robert to provide an explanation of how the Development Services Department works with those brokers. Robert answers that they are in a neutral position whenever they bring someone to the site. The Development Services Department is not the landlord, tenant, or broker. They do not collect commissions. They do this as an amenity. If one does business in Aurora, they are going to help lease one's space and help one get their sales up for their tenants. They have a good idea of what kind of sales tax companies generate and get an idea of what the overall sales are. They rank every single restaurant in every single retailer in Aurora and know what percentage in the Ward are being

Draft – Subject to Approval

delivered in sales tax. 56% of the revenue that comes into the city comes from sales tax.

CM Sundberg asks how often the Development Services Department proactively reaches out to potential businesses. Robert answers they do almost every day.

CM Sundberg mentions the market is what really helps dictate a lot of what is going to come the city's way. There is no promised land other than the Aurora One Project, and they are limited as a city in what we can bring to the people, who look to the city but should be looking to the private market forces that shape things. Robert answers that the technology that is out there today, called Placer, will tell a business what the sales for their business will be within about 2% or 3% variance. They just go stick a pin in the map and figure out whether that is a profitable store or not. What Robert's team is trying to do is update their demographics to tell businesses about growth and give them the growth patterns that they are not picking up in AI. A lot of the story for Ward II is that rooftops are coming and there are players that are interested, who are just playing this game of waiting for those last rooftops to show up. There are a couple of interested parties of significance that are looking to go out there that are going to kick off that whole area. Once one of them shows up, their competitors must show up and split the market.

CM Sundberg says they could have the best businesses interested in coming here, the best defense contractors, primary jobs, and companies, but certain factors need to work together. Aurora must have a reputation of a safe city and cannot leave the police department unsupported. They must think differently about how they support and recruit officers. Also, the reputation of having quality education is imperative. 3rd grade proficiency reading level at 19% is unacceptable. All these things need to come together. They all must work together and support each other in these different segments to have a city that is attractive to come to, otherwise businesses will avoid the city.

Robert replies this is a good point as businesses know every statistic one could possibly imagine. Some of the things discussed are triggers for them. The amount of home ownership versus rental is a trigger. They get over a certain percentage of home ownership and they want to be there. Home Depot would be a good example. Robert brings up that they started tracking how many jobs the city is creating in September, and how many new retail businesses are opening. From September 1 to January, the city opened 471 new retail businesses and created about 2705 jobs.

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CM Lawson asks if the Development Services Department tracks businesses that close and the reason for them closing. Robert answers that they do not, but it is likely that if those tenants left, then sales have dropped.

CM Lawson asks if they are helping businesses who are having difficulty staying in business in Aurora. Robert answers that every shopping center developer knows how to keep their tenants as well as how to train them to increase their sales and increase their marketing. As a city, they are in a neutral position. It is complicated. There are a lot of things they can do, including bringing in the SBDC to audit the business’s books and tell them everything they are doing wrong by the numbers.

CM Lawson says that he needs to talk with Robert and Andrea offline about this.

Outcome:
Information only.

Follow-up Action:
None required.

4. MISCELLANEOUS MATTERS FOR CONSIDERATION

4. a. Aurora Economic Development Council

- Yuri Gorlov
- NO REPORT

4.b. Havana Business Improvement District

- Chance Horiuchi

Updates on Havana Business Improvement District are in the packet.

4.c. Aurora Chamber of Commerce

- Kevin Hougen:
- NO REPORT

4.d. Planning Commission

- Becky Hogan
- NO REPORT

4.e. Oil and Gas Committee

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- Brad Pierce:
NO REPORT

Vacancy on Industry Position.

4.f. Business Advisory Board

- Garrett Walls
NO REPORT

4.g. Retail

- Bob Oliva
NO REPORT

4.h. Small Business

- Marcia McGilley

Marcia McGilley presents on small businesses. The Human IT or Humanity and Visa Digital Empowerment Program was given 95 refurbished Chromebooks to give to small business owners. Looking at clients that took courses from them and got technical assistance as well as gave them to all the people in the Spanish language childcare program and a catering program and other clients. It was very successful. The second program is from Senate Bill 21-241, and that was a grant program for our businesses in Colorado for more than a year. Fewer than 19 employees and businesses located in an opportunity zone, enterprise zone, historically underutilized rural jumpstart or transition community. There were three programs funded by the legislature. The first was access to capital which is having their second round now in Denver Metro. SBDC is running that one for the whole state and the whole SBDC network. Then Market Research, run by Boulder, at the end of their first round and ready to do their second round. They are going to run the one in the Aurora South Metro SBDC for the statewide program in digital marketing.

They will collaborate with the Office of Economic Development and International Trade, the minority business and then SBA Network statewide. They developed the English and Spanish curriculum. They have two modules on digital marketing, two on website development, and two on online selling. In-between those three subject matters, they have a consulting session with a cohort group. 80 people will qualify for \$5,000 grants to use towards their digital marketing. They must write a plan and explain how they are going to use it.

As of this morning, Marcia got the numbers. They will do two rounds. Round one had the English language. 424 applied and 303 qualified and were accepted. In Spanish, they had 103 individuals apply and 56 were accepted.

Draft – Subject to Approval

They had planned on having 40 groups of cohorts in a meeting after this. They may up that and maybe let everyone in instead of just 250. Marcia will update in a couple of months.

These are preservation of business activities. A reminder, 65% to 70% of the clients they see are existing businesses. That economic gardening is what is helping the businesses that are already here versus the startups, which is 30% to 35%. They do not stop helping startups, but they spend most of their time, training, consulting, and programmatic decision making on existing businesses.

Chance Horiuchi presents on celebrating small businesses on Havana Street in the month of March. It is National Mom-and-Pop Month, but many businesses do not like being referred to as mom-and-pop. Therefore, they just “celebrate small on Havana Street” during the month of March. All are welcome to visit OnHavanaStreet.com to learn more. Today is also International Women's Day and Women's History Month. They will be highlighting women owned and diversely owned businesses along the corridor. They have done different marketing campaigns and worked with different local publications, and have quite a few new businesses like Paris Baguette, Nana's, Dimsum and Bao. Chance believes David's Bridal will be opening with about 7000 to 8000ft² at Village on the Park. The city and Chance think Bob mentioned J.W. Lee just recently opened. Tofu Story opening, a nice sushi restaurant in the former Thai Basil near Havana and Yale. Bob announces that there'll be six festivals/global markets. Three-day markets called the Havana Street Global Market, and three night markets. The night markets were a request from the stakeholders in the community, wanting to be able to celebrate Global Fest year-round, and throughout the summer leading up to Global Fest to promote the city of Aurora's festival.

5. CONFIRM NEXT MEETING DATE

Scheduled for April 12, 2023, at 8:30 AM MT.

6. ADJOURNMENT

APPROVED: _____
 Francoise Bergan, Committee Chair



CITY OF AURORA

Council Agenda Commentary

Item Title: Development Review Quarterly Update Q1 2023
Item Initiator: Jason Batchelor, Interim City Manager; Laura Perry, Deputy City Manager
Staff Source/Legal Source: Jason Batchelor, Interim City Manager; Laura Perry, Deputy City Manager/Rachel Allen, Client Group Manager
Outside Speaker: N/A
Council Goal: 2012: 2.1--Work with appointed and elected representatives to ensure Aurora's interests

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A Quarterly Development Review update, for information only

Staff: DCM Jason Batchelor, DCM Laura Perry

Estimated presentation time: 15 minutes

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: Yes No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

Quarterly Development Review update, for information only

Staff: ICM Jason Batchelor, DCM Laura Perry

Estimated presentation time: 15 minutes

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: (Check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> Minutes Not Available |

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

The development process includes cross-departmental collaboration between the Office of Development Assistance (ODA), Planning, Public Works, PROS, and Aurora Water.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

This quarterly update presentation includes Development Review Fund projections, workload and performance by department and division, Process Improvement initiatives, and other updates for development review related business.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

- | | | |
|--|--|--|
| <input type="checkbox"/> Revenue Impact | <input type="checkbox"/> Budgeted Expenditure Impact | <input type="checkbox"/> Non-Budgeted Expenditure Impact |
| <input type="checkbox"/> Workload Impact | <input checked="" type="checkbox"/> No Fiscal Impact | |

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

QUESTIONS FOR COUNCIL

For information only

LEGAL COMMENTS

The City Manager shall be responsible to the council for the proper administration of all affairs of the City placed in his charge and, to that end, he shall have the power and duty to make written or verbal reports to the Council concerning the affairs of the city under his supervision. (City Charter §7-4(e)). (Allen)

Development Review

1st Quarter
2023 Review

April 12, 2023

Agenda

Mission Statement

Culture of Performance and Predictability

Continuous Experience Survey

Development Workload and Metrics

Development Review Fund Q1

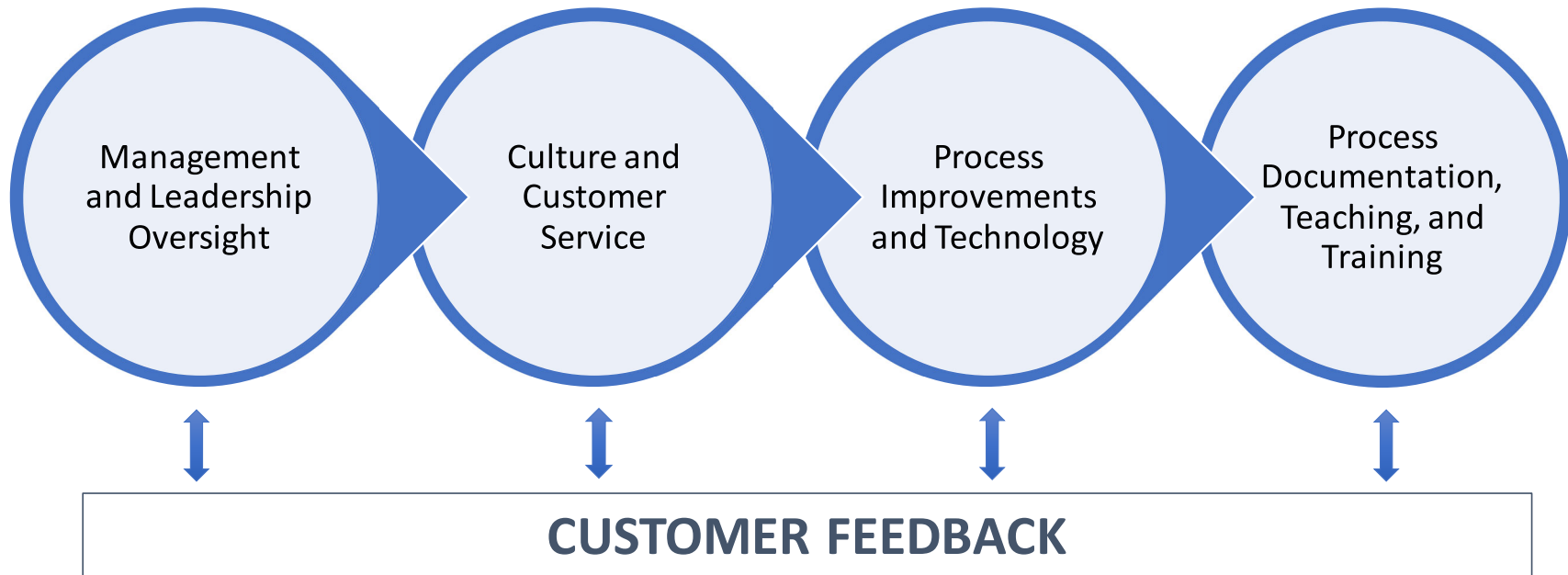


To deliver **quality, on-time, and customer-focused** services, with an emphasis on **livability, job creation, economic growth, and responsible** planning, engineering, and construction.

MISSION STATEMENT

Focus of Performance

Development Review – Challenges and Planned Solutions



“Our goal is to get projects to approval while meeting City codes and regulations.”

Culture of Performance & Predictability



Initiative	Description	Status
Development Review Governance Committee	Provides leadership and governance to effectively and efficiently implement citywide process improvements that improve the effectiveness of our services for the Development Staff and Customers.	Complete Q4 2021
Expedited review process (ASAP)	Pad site ready developments (infrastructure in place, approved plans and density/land use not changing).	Complete Q2 2022
In-Person Meetings	In-person, hybrid, or 100% virtual meetings are available to meet all customers needs and preferences.	Complete Q2 2022
ODA Pre-Application Meetings	ODA meetings are optional but highly encouraged, current lead time is approximately three weeks (as of March 2023).	Complete Q2 2022
3rd Party Inspections	Q3 2022; Public Works contracted with a 3 rd -party for Public Improvement paving inspections and will continue to augment staff inspectors with 3 rd party support Building Division utilizes 3 rd -party inspections for roofing as needed based on workload.	Complete Q3 2022

Culture of Performance & Predictability



Initiative	Description	Status
TCO Extension Fee	Beginning June 1, 2022, the TCO extension fee will no longer be administered for Single Family Permits. The TCO extension fee will also no longer be charged for Commercial and Multi-Family permits. Due to code requirements specified in the IRC (R110.4) and IBC (111.3) require an expiration date be recorded when a TCO is granted.	Complete Q2 2022
Public Works Reorganization	Realign Development Review staff into a consolidated Public Works Division to include Engineering, Traffic, Real Property, Public Improvements, Building.	In Process; phased implementation through Q2 2023
	Transferred Drainage to Aurora Water	Complete Q2 2022
	Permit Center Cross Training with Real Property for Consolidated In-Take and Approvals	Complete Q3 2022
	Permit Center Cross Training with Civil Engineering for Consolidated In-Take and Approvals	In Process; Complete Q2 2023
	Public Improvement Inspection Operations transferred to Building Inspection Operations	Complete Q3 2022

Culture of Performance & Predictability



Initiative	Description	Status
Digital Mylars	Digital mylars process coordination with Adams, Arapahoe, and Douglas County.	Complete Q3 2022
Large Project Development Review	Enhanced development review process oversight & management for large scale projects.	Complete Q3 2022
Guidance & Reference Manuals Updates	Update all Development related Manuals & Guidance documents; Drainage, Roadway Specs, Real Property, Traffic, and Zoning (UDO).	In Process; Consultant retained. Kick-off mid-October. Phased implementation; on-going
	Roadway Design & Construction Specifications Manual Update PHASE I	On going; 1st phase completed Q1 2023
	Unified Development Ordinance (UDO)	In Process; Q1 2023
	Drainage Manual	In Process; Q2 2023
Staffing for plan review	Public Works, Planning, and Aurora Water are augmenting workload through contract services from outside review firms for Engineering, Drainage, Real Property, Landscaping, & Traffic.	On going; in service

Culture of Performance & Predictability



Initiative	Description	Status
License Agreements	<p>Cross-departmental review of License agreement requirements</p> <ul style="list-style-type: none"> • No longer require easements for private stormwater pipes/lines. • No longer require license agreements for any improvements within private water quality/detention ponds. • Subdivision Plat dedication language will replace master license agreements and revocable license agreements for majority of private infrastructure constructed within easements or rights-of-way dedicated to the City by new subdivision plats. 	To Complete Q2 2023
A Culture of Performance	Cross-departmental training and knowledge sharing workshops; weekly consistency division meetings; process and compliance consistency, on-time project tracking, and customer service standards	On-going
Customer Service Survey	<p>The city of Aurora continues to refine its development review process to remain nimble to the needs of its customers and changing market conditions, align with best practices, and respond to City Council priorities.</p> <p>https://engageaurora.org/developmentsurvey</p>	On-going; go-live March 2023
Submittal Checklists	Streamline the intake process with updated checklists to improve quality control and consistency of development submittals	On-going

Culture of Performance & Predictability



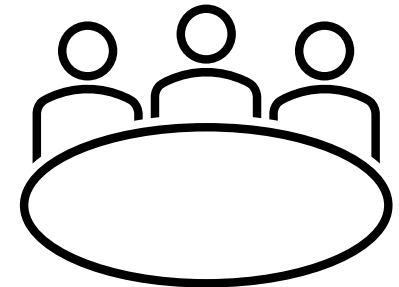
Planned Future Initiatives

Initiative	Description	Status
Plan Review Comments Tracking and Scorecard	Implement a more streamlined approach for documenting, managing, and sharing comments amongst all divisions/departments.	Developing project requirements, TBD
Fee Payment Timing	Review and adjust timing of fee payment to avoid possibility of plans being held for review due to payment.	Developing project requirements; TBD
Evaluate Timelines and Clocks	Evaluate timelines based on scope and complexity of projects. Reevaluate review timelines for all development teams. Establish review timelines for Drainage.	Developing project requirements; TBD
Submittal Requirements	Review and update submittal requirements that align with development milestones for Master Agreements, Site Plans, Drainage, Traffic, and Civil plans	Developing project requirements; TBD



Development Review Advisory Board

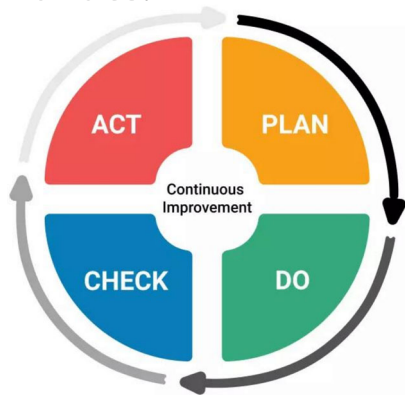
- Advisory board to City Management established to garner customer feedback in a consistent and organized manner on proposed development review process improvements and supporting new/revised policies and requirements.
- Group meets bi-monthly in order to provide feedback to city staff to ensure the customer experience guides improvements to the city’s development review process.
- Current Board:
 - Chris Fellows (Painted Prairie, Windler, Porteos, various Metro Districts)
 - Dave Carro (Oakwood)
 - Bill Parkhill (Metro Center)
 - Dan Green (JA Green)
 - Michael Kapoor (Majestic)
 - Layla Rosales (Terracina Design, Principal)
 - Sarah Kolz (Westwood/CVL, Director/civil engineering)



Customer Experience Survey

<https://engageaurora.org/developmentsurvey>

The city of Aurora continues to refine its development review process to remain nimble to the needs of its customers and changing market conditions, align with best practices, and respond to City Council priorities.



City of Aurora Development Review Customer Survey

Please take a few minutes to complete this short survey and share feedback on the city's development review process and your interactions with the city. All comments will remain anonymous unless you choose to share your contact information with us.

Survey starts Finish

All fields marked with an asterisk (*) are required.

1. What role do you play in the development process? *

<input type="radio"/> Architect	<input type="radio"/> Engineer
<input type="radio"/> Land Planner	<input type="radio"/> Owner
<input type="radio"/> General Contractor	<input type="radio"/> Other (please specify)

2. What was the most recent step in which you participated in the development process? *

Culture of Performance & Predictability



City Management established quarterly multi-department all-staff meeting to:

- Discuss key cross departmental matters
- Provide training
- Enhance consistent approaches across the development review process
- Ensure high quality customer focused service



All Development Staff Meeting March 2023



	January 2023	February 2023	March 2023	YTD 2023	YTD 2022	2023 vs 2022
Pre-Application Meetings	14	13	14	41	64	-36%
Pre-app meeting notes completed within established timeframes Goal: 100%	100%	100%	100%	100%	97%	3%
Development Applications	12	15	14	41	47	-13%
Plans reviewed within established timeframes. Goal: 95%	67%	69%	73%	70%	74%	-4%
Civil Plan Sets Approved	12	13	22	47	55	-15%
Civil plans reviewed within established timeframes. Goal: 80%	83%	88%	86%	86%	72%	14%
Real Property Easement (RD)	13	37	28	78	10	680%
Approve On-site easement releases and off-site easement dedications within established timeframes. Goal 80%	73%	80%	75%	76%	51%	25%
Real Property License (RL)	23	21	12	56	65	-14%
Approve development related licenses within established timeframe. Goal 80%	96%	91%	90%	92%	72%	20%
Drainage Plan Sets Approved	18	11	25	54	38	42%
Drainage plans reviewed within established timeframes. Goal: 80%	43%	66%	78%	62%	76%	-13%
Building Permits Issued	945	894	1,212	3,051	3,676	-17%
Plans reviewed within established timeframes. Goal: 90%	100%	99%	99%	99%	99%	0%
Building Code Inspections	8,512	8,415	11,100	28,027	29,926	-6%
Building inspections on the day requested. Goal: 90%	97%	98%	98%	98%	99%	-1%

Development Review Fund Workload and Metrics

Development Review Fund Summary	2023 Adopted Budget	2023 PROJECTED (EARLY 2023)
SOURCES OF FUNDS		
Revenues		
Licenses and Permits (Building)	\$ 14,795,000	\$ 14,000,000
Public Works Engineering	\$ 3,600,000	\$ 4,000,000
Planning	\$ 4,020,000	\$ 3,500,000
Charges for Services Total	7,620,000	7,500,000
Other Revenues	377,000	295,000
Subtotal Revs Before Transfers In	\$ 22,817,000	\$ 21,820,000
Total Sources Before Decrease in FA	\$ 22,817,000	\$ 21,820,000
USES OF FUNDS		
Expenditures		
Personal Services	\$ 17,500,000	\$ 16,500,000
Allocated expenses	3,900,000	3,900,000
Supplies & Contracted Services	1,500,000	5,000,000
Interfund & Capital Charges	3,500,000	300,000
Total Uses	\$ 26,475,000	\$ 25,775,000
FUNDS AVAILABLE		
Beginning Funds Available	\$ 13,762,863	\$ 13,762,863
Net Changes in Funds Available	(3,658,000)	(3,955,000)
Total Ending Funds (Cash Basis)	\$ 10,104,863	\$ 9,807,863

Development Review Fund Q1



Questions





CITY OF AURORA

Council Agenda Commentary

Item Title: Resolution to Approve the IGA with Prairie Point CAB for Ownership and Maintenance of Certain Public Improvements
Item Initiator: Steve Durian, Deputy Public Works Director
Staff Source/Legal Source: Steve Durian, Deputy Public Works Director / Michelle Gardner, Sr. Asst. City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: 5/1/2023

Regular Meeting: 5/8/2023

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: Yes No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

Intergovernmental Agreement between the City of Aurora, Colorado and the Prairie Point Community Authority Board Regarding Public Improvement Ownership and Maintenance

Staff Source/Legal Source: Steve Durian, Deputy Public Works Director/Michelle Gardner, Assistant City Attorney

Estimated Presentation/discussion time: 15 minutes

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date:

Action Taken/Follow-up: (Check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> Minutes Not Available |

HISTORY (Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)

N/A

ITEM SUMMARY (Brief description of item, discussion, key points, recommendations, etc.)

Magellan Pipeline Company, LP (Magellan) will own and maintain a utility pipeline within an easement that is located in the Prairie Point development project. The project developer, Clayton Properties Group II, Inc. (Developer), will construct roadway and utility infrastructure (Public Improvements) as part of the development that will be dedicated to the City of Aurora. In two locations, roadway and utility right-of-way and infrastructure will cross the Magellan easement and in two locations easements for City-maintained utilities outside of roadways will cross the Magellan easement. The timing for installation of the Public Improvements requires three separate agreements: 1) an encroachment agreement between Magellan and the Developer to allow initial construction and maintenance of the Public Improvements within the easement, which will be assigned to Prairie Point Community Authority Board (CAB); 2) the IGA that is the subject of this agenda item, which sets out the terms of maintenance responsibilities of the City and the CAB; and 3) the encroachment agreement between the City and Magellan. The IGA between the City and the CAB is intended to be temporary and will expire upon the execution of the encroachment agreement between the City and Magellan.

The proposed IGA between the City and the CAB identifies the responsibilities of the parties, including such items as project development review, maintenance, warranty, and notification when substantial work on the Magellan utility or the City-owned Public Improvements is required. One condition of the IGA is that the CAB will remain responsible for the reimbursement of costs associated with Magellan’s maintenance within the Public Improvements as further described in the attached IGA. The exhibits to the IGA include an Exhibit A - draft Developer Encroachment Agreement (which is in substantially the form agreed upon and a final Developer Encroachment Agreement will be included before further Council meetings) and Exhibits B and C – legal descriptions and illustrations of the encroachment property and encroachment improvements.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to “Questions for Council”)

- | | | |
|--|--|--|
| <input type="checkbox"/> Revenue Impact | <input type="checkbox"/> Budgeted Expenditure Impact | <input type="checkbox"/> Non-Budgeted Expenditure Impact |
| <input type="checkbox"/> Workload Impact | <input checked="" type="checkbox"/> No Fiscal Impact | |

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

QUESTIONS FOR COUNCIL

Does the Committee support moving the resolution and intergovernmental agreement between the City and the Prairie Point Community Authority Board forward to a Study Session meeting?

LEGAL COMMENTS

Governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. (Colo. Rev. Stat. §29-1-203(1)). City Council may, by resolution, enter into intergovernmental agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter §10-12). (M. Gardner)

RESOLUTION NO. R2023- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE PRAIRIE POINT COMMUNITY AUTHORITY BOARD REGARDING OWNERSHIP AND MAINTENANCE OF CERTAIN ENCROACHMENT IMPROVEMENTS

WHEREAS, the City of Aurora, Colorado (“City”) is a municipal corporation organized and existing as a home rule city under Article XX of the Colorado Constitution and the Home Rule Charter of the City, and the Prairie Point Community Authority Board (“CAB”) is organized as a separate legal entity to be a political subdivision and public corporation of the State of Colorado pursuant to the power of Article XIV of the Colorado Constitution and in conformity with the provisions of Sections 29-1-203 and 203.5, C.R.S., collectively “the Parties”; and

WHEREAS, the Parties are constitutionally and statutorily empowered pursuant to Colorado Constitution, Article XIV, §18 and Sections 29-1-201, *et seq.*, C.R.S. to cooperate or contract via intergovernmental agreement with one another to provide functions, services, or facilities authorized to each cooperating government; and

WHEREAS, the CAB operates pursuant to the authority granted to the CAB by the First Amended and Restated Prairie Point Community Authority Board Establishment Agreement dated June 6, 2022, having an original effective date of September 16, 2021, and the Service Plans of Prairie Point Metropolitan District Nos. 1-3, as approved by the City by Resolution No. R2005-58, respecting Prairie Point Metropolitan District Nos. 1 and 2, and Resolution No. R2005-56, respecting Prairie Point Metropolitan District No. 3, as each may be amended from time to the time; and

WHEREAS, the CAB serves the community commonly known as Prairie Point (the “Project”), and all the real property part of the Project (“Property”) is located within the City; and

WHEREAS, Clayton Properties Group II, Inc., a Colorado corporation (“Developer”) is the developer of the Property for the Project; and

WHEREAS, Magellan Pipeline Company, L.P., a Delaware limited partnership (“Magellan”), owns certain gas pipelines, pipeline facilities, and appurtenances (“Magellan Facilities”) and certain easement rights therefore (“Easement”) that cross through the Property; and

WHEREAS, in order to develop the Project, the Developer entered into a certain Design and Engineering Cost Reimbursement Agreement with Magellan, dated May 12, 2022, contemplating the relocation of the Magellan Facilities and Easement within the Property; and

WHEREAS, in relation to the relocation of the Magellan Facilities and Easement, the Developer and Magellan anticipate entering into a certain encroachment agreement, (“Developer Encroachment Agreement”), which runs with the land and permits the underlying landowner, its

licensees and contractors, to encroach on the Easement and Magellan's Easement Tract for limited purposes related to the construction and maintenance of the Project; and

WHEREAS, the City and CAB acknowledge and anticipate that, for the City's public purposes related to the Project, (i) a certain portion of City-owned property will overlap with the Easement and Magellan's Easement Tract ("Encroachment Property"), and (ii) there will be certain improvements constructed on the Encroachment Property ("Encroachment Improvements"); and

WHEREAS, the Parties acknowledge and anticipate that the Encroachment Improvements may change slightly as to alignment; therefore, only the Encroachment Property (Exhibit B to IGA) may be amended by separate administrative action, if required; and

WHEREAS, the City continues discussions with the CAB, the Developer, and Magellan, regarding the Project timing and anticipates entering into a separate encroachment agreement with Magellan ("City Encroachment Agreement") relating to the Encroachment Property and the Encroachment Improvements, provided terms and conditions can be mutually agreed upon; and

WHEREAS, due to the timing and phasing of the approval and development of the Project, the City and CAB acknowledge and anticipate that (i) subject to the Developer Encroachment Agreement, the CAB will acquire the Encroachment Property and the Encroachment Improvements before same are conveyed to the City, and (ii) the CAB will own and maintain the Encroachment Property and the Encroachment Improvements subject to the Developer Encroachment Agreement until such time as the City and Magellan enter into the City Encroachment Agreement and the Encroachment Improvements receive Final Acceptance; and

WHEREAS, the CAB asserts it has the funding and authority to accept the responsibilities associated with maintaining the Encroachment Property and the Encroachment Improvements; and

WHEREAS, the Parties acknowledge and agree that, pursuant to the terms of the intergovernmental agreement between the City and the CAB ("IGA"), the CAB will remain responsible for the reimbursement of any and all costs associated with Magellan's construction, repair, maintenance, and work otherwise that causes damage and/or disruption to the City Improvements, including but not limited to, impact to asphalt and concrete surfaces, curbs and gutters, water and sewer lines, water service disruption, road closure fees, landscaping, and signage, until such time as the City and Magellan execute and record the City Encroachment Agreement, or indefinitely if the City and Magellan cannot establish mutually agreeable terms of the City Encroachment Agreement; and

WHEREAS, the IGA will remain in full force and effect until such time as the City Encroachment Agreement is executed and recorded and the Parties have terminated the IGA; and

WHEREAS, Section 10-12 of the City Charter authorizes City Council, by resolution, to enter into intergovernmental agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services; and

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interest of the City and its citizens to authorize the execution of the IGA between the City and the CAB regarding ownership and maintenance of certain encroachment improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The Intergovernmental Agreement Between the City of Aurora and the Prairie Point Community Authority Board Regarding Ownership and Maintenance of Certain Encroachment Improvements is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute and deliver the Intergovernmental Agreement in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 3. All prior resolutions or any parts that are inconsistent herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Michelle Gardner

MICHELLE GARDNER, Sr. Assistant City Attorney

RLA

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF AURORA, COLORADO
AND
THE PRAIRIE POINT COMMUNITY AUTHORITY BOARD
REGARDING OWNERSHIP AND MAINTENANCE OF CERTAIN ENCROACHMENT
IMPROVEMENTS

THIS AGREEMENT (the “**Agreement**”) is made and entered into as of this ___ day of _____, 2023, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado (“**City**”), and the PRAIRIE POINT COMMUNITY AUTHORITY BOARD, a public corporation and political subdivision of the State of Colorado (the “**CAB**”). For purposes of this Agreement, the City and the CAB are collectively referred to as the “**Parties**” and individually referred to as a “**Party**.”

RECITALS

A. The City is a municipal corporation organized and existing as a home rule city under Article XX of the Colorado Constitution and the Home Rule Charter of the City.

B. The CAB is organized as a separate legal entity to be a political subdivision and public corporation of the State of Colorado pursuant to the power of Article XIV of the Colorado Constitution and in conformity with the provisions of Sections 29-1-203 and 203.5, C.R.S.

C. The Parties are constitutionally and statutorily empowered pursuant to Colorado Constitution, Article XIV, §18 and Sections 29-1-201, *et seq.*, C.R.S. to cooperate or contract via intergovernmental agreement with one another to provide functions, services, or facilities authorized to each cooperating government.

D. The CAB operates pursuant to the authority granted to the CAB by the First Amended and Restated Prairie Point Community Authority Board Establishment Agreement dated June 6, 2022, having an original effective date of September 16, 2021, and the Service Plans of Prairie Point Metropolitan District Nos. 1-3, as approved by the City by Resolution No. R2005-58, respecting Prairie Point Metropolitan District Nos. 1 and 2, and Resolution No. R2005-56, respecting Prairie Point Metropolitan District No. 3, as each may be amended from time to the time.

E. The CAB serves the community commonly known as Prairie Point (the “**Project**”), and all the real property part of the Project (the “**Property**”) is located within the City.

F. Clayton Properties Group II, Inc., a Colorado corporation (the “**Developer**”) is the developer of the Property for the Project.

G. Magellan Pipeline Company, L.P., a Delaware limited partnership (“**Magellan**”), owns certain gas pipelines, pipeline facilities, and appurtenances (the “**Magellan Facilities**,” as

defined in the Encroachment Agreement, defined below) and certain easement rights therefore (the “**Easement**,” as defined in the Encroachment Agreement) that cross through the Property.

H. In order to develop the Project, the Developer entered into a certain Design and Engineering Cost Reimbursement Agreement with Magellan, dated May 12, 2022, contemplating the relocation of the Magellan Facilities and Easement within the Property.

I. In relation to the relocation of the Magellan Facilities and Easement, the Developer and Magellan anticipate entering into a certain Encroachment Agreement, [substantially agreed/agreed] to in the form attached hereto as **Exhibit A** (the “**Developer Encroachment Agreement**”), which runs with the land and permits the underlying landowner, its licensees, and contractors, to encroach on the Easement and **Magellan’s Easement Tract** (as defined in the Developer Encroachment Agreement) for limited purposes related to the construction and maintenance of the Project.

J. The City and CAB acknowledge and anticipate that, for the City’s public purposes related to the Project, (i) a certain portion of City-owned property will overlap with the Easement and Magellan’s Easement Tract, as identified on **Exhibit B** (containing **Exhibit B** and **Exhibit B-1** through **Exhibit B-8**) attached hereto (the “**Encroachment Property**”), and (ii) there will be certain improvements constructed on the Encroachment Property, as identified on **Exhibit C** attached hereto (the “**Encroachment Improvements**”). The Parties further acknowledge and anticipate that the Encroachment Improvements may change slightly as to alignment; therefore, only Exhibit B may be amended by separate administrative action, if required, and will be recorded as “Amendment to Exhibit B – Encroachment Property.”

K. The City has had continued discussions with the CAB, the Developer, and Magellan, regarding the Project timing and anticipates entering into a separate Encroachment Agreement with Magellan (the “**City Encroachment Agreement**”) relating to the Encroachment Property and the Encroachment Improvements, provided terms and conditions can be mutually agreed upon.

L. Due to the timing and phasing of the approval and development of the Project, the City and CAB acknowledge and anticipate that (i) subject to the Developer Encroachment Agreement, the CAB will acquire the Encroachment Property and the Encroachment Improvements before same are conveyed to the City, and (ii) the CAB will own and maintain the Encroachment Property and the Encroachment Improvements subject to the Developer Encroachment Agreement until such time as the City and Magellan enter into the City Encroachment Agreement and the Encroachment Improvements receive Final Acceptance (as defined in Section 2(c)(i) hereof).

M. The CAB has the funding and authority to accept the responsibilities associated with maintaining the Encroachment Property and the Encroachment Improvements.

N. The Parties acknowledge and agree that, pursuant to the terms of this Agreement, the CAB will remain responsible for the reimbursement of any and all costs associated with Magellan’s construction, repair, maintenance, and work otherwise that causes damage and/or disruption to the City Improvements, including but not limited to, impact to asphalt and concrete

surfaces, curbs and gutters, water and sewer lines, water service disruption, road closure fees, landscaping, and signage, until such time as the City and Magellan execute and record the City Encroachment Agreement, or indefinitely if the City and Magellan cannot establish mutually agreeable terms of the City Encroachment Agreement.

O. The City and the CAB acknowledge and agree that this Agreement will remain in full force and effect until such time as the City Encroachment Agreement is executed and recorded and the Parties have terminated this Agreement.

P. The City and the CAB acknowledge and agree that this Agreement is without a date-certain termination and that this Agreement may exist for a minimum of the warranty period on the Encroachment Improvements unless this Agreement terminates sooner according to Section 6 of this Agreement.

Q. The City and the CAB have determined that is in the best interests of the City and CAB, and their respective taxpayers and users, to memorialize this Agreement as set forth herein the terms and conditions upon which the Encroachment Improvements will be maintained while owned by the CAB and the Project will generally proceed, according to City standards and requirements, until such time as the City and Magellan enter into the City Encroachment Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Incorporation of Recitals. The City and CAB each acknowledge and agree that the foregoing Recitals are hereby incorporated into and made a part of this Agreement.

2. Purpose. The City and CAB each acknowledge and agree that the CAB's construction of the Encroachment Improvements, as well as those related City improvements constructed throughout the Project simultaneously with the Encroachment Improvements (the "**City Improvements**"), may be completed prior to the execution of the City Encroachment Agreement by the City and Magellan, provided all applicable City processes for construction have been approved. Therefore, the general purpose of this Agreement is:

(a) For the CAB to permit the City to perform the Routine Maintenance Services (as defined below) of all City Improvements upon Initial Acceptance (as defined below), including the Encroachment Improvements, in accordance with City rules and regulations, policy, and requirements otherwise, until such time as this Agreement terminates in accordance with Section 6 hereof.

i. For purposes of this Agreement, the "**Routine Maintenance Services**" shall mean gravity utility CCTV inspection and cleaning, valve operations, debris removal, snow plowing, street sweeping, traffic signage replacement, roadway striping, pavement crack sealing, pavement pothole filling, pavement patching, and repair of damaged concrete sidewalk, including the curb

and gutter; the Routine Maintenance Services do not include capital repairs and replacement, nor underground utility maintenance.

ii. For purposes of this Agreement, “**Initial Acceptance**” shall occur upon completion of all of the following events: (1) all work relative to the construction of the City Improvements, including the Encroachment Improvements, is complete and the City inspector is notified of same; (2) the City inspector performs all required physical inspections and notifies the CAB of any defects; and (3) any and all such defects are corrected and the City inspector verifies same. The City accepts water utilities, storm water, sanitary sewer improvements, and road improvements for operation only at the time of Initial Acceptance.

(b) For the City to permit the CAB to advance through all stages of, and otherwise complete, approval, the development and City initial and final inspection of the Project in accordance with City rules and regulations, policy, and requirements otherwise; however, while simultaneously allowing the CAB to retain ownership of the Encroachment Improvements and Encroachment Property until such time as this Agreement terminates in accordance with Section 6 hereof.

(c) For the City and CAB to agree that this Agreement will serve to address ownership and maintenance responsibilities of the Parties for the Encroachment Improvements crossing Magellan Facilities until such time as ownership of the Encroachment Improvements transitions to the City through Final Acceptance and execution of the City Encroachment Agreement.

i. For purposes of this Agreement, “**Final Acceptance**” shall occur upon the City’s issuance of written notice to the CAB that all defects have been corrected, and all repairs to existing facilities, improvements, and vegetation are completed per applicable requirements. When Final Acceptance occurs, the infrastructure becomes the responsibility of the City. Any failures or defects that occur within the warranty period are the responsibility of the CAB regardless of timing of inspection(s). The City may, at its discretion, re-inspect any project at any time during the warranty period. Any defects noted prior to the warranty expiration shall be corrected by the CAB at its expense.

3. Project Development Process. The City and the CAB agree that the development of the Project is, and shall remain at all times, subject to all City rules and regulations, policy, and requirements otherwise; however, without requiring (i) the execution of the City Encroachment Agreement with Magellan, (ii) the conveyance of the Encroachment Property to the City, or (iii) the conveyance of the Encroachment Improvements to the City. In accordance with the foregoing, the City agrees that it shall:

(a) Not withhold any entitlement approvals related to any Encroachment Improvements or the Encroachment Property.

(b) Allow for, and provide, all permits required for construction of the Encroachment Improvements and development of the Encroachment Property otherwise.

(c) Allow for, and provide, all permits, including, without limitation, building permits and certificates of occupancy, required for construction of all the public improvements related to the Project and development of the Project otherwise.

(d) Proceed with, and allow for the completion of, the Initial Acceptance process of all City Improvements, including simultaneously with the Encroachment Improvements, upon their substantial completion and approval.

(e) Proceed with, and allow for the completion of, the Final Acceptance process of all City Improvements, including simultaneously with the Encroachment Improvements, upon the satisfactory completion of the City's warranty period as applicable at the time of Initial Acceptance.

(f) Proceed with, and allow for the completion of, the transition of ownership of all City Property and City Improvements, excluding the Encroachment Property and Encroachment Improvements, upon the satisfactory completion of the City's Final Acceptance process.

(g) Acknowledge the CAB's continued ownership of the Encroachment Property and the Encroachment Improvements until such time as the City and Magellan enter into and record the City Encroachment Agreement.

(h) Allow public use, and public access for ingress and egress purposes, respecting all City Improvements, including the Encroachment Improvements, during the CAB's continuing ownership of the Encroachment Property and the Encroachment Improvements.

(i) Provide the Routine Maintenance Services (defined in Section 2(a)(i) hereof) pursuant to the Maintenance Services License (defined in Section 4(c) hereof) during the CAB's ownership of the Encroachment Property and the Encroachment Improvements.

(j) Issue public improvement permits and traffic control plans, pursuant to City requirements, allowing non-City entities to access the Encroachment Property for providing operations and maintenance services to the Encroachment Improvements that the City deems necessary.

4. CAB Covenants. The CAB hereby agrees, and covenants to the City, that it shall:

(a) Observe all City rules and regulations, policies, and requirements otherwise in its development of the Project, including, without limitation, the construction of all public improvements associated with the Project, including, without limitation, the Encroachment Improvements and City Improvements.

(b) Beginning with the CAB's acquisition of the Encroachment Property and Encroachment Improvements, such acquisition being subject to the Developer Encroachment Agreement, and until such time as this Agreement terminates in accordance with Section 6 hereof, observe and otherwise comply with the Developer Encroachment Agreement, as may be applicable, and specifically including the obligation of the CAB, as **Owner** under the Developer Encroachment Agreement, to repair, replace or restore the Approved Encroachments (as defined and identified in Exhibit C of the Developer Encroachment Agreement), at the sole cost and responsibility of the CAB, as Owner, in accordance with the terms of Section 8 of the Developer Encroachment Agreement. The Parties agree that this obligation of the CAB shall not constitute a debt or indebtedness of the CAB within the meaning of any constitutional or statutory provision, nor shall it constitute a multiple fiscal year financial obligation, and this obligation is subject to annual appropriation by the CAB.

(c) Until such time as this Agreement terminates in accordance with Section 6 hereof and upon Final Acceptance by the City of the Encroachment Improvements, the CAB shall automatically grant herein, upon becoming Owner of the Encroachment Property and pursuant to this Agreement, a non-exclusive license coupled with an interest, to the City (the "**Maintenance Services License**") for the purposes of accessing the Encroachment Property and providing Routine Maintenance Services to the Encroachment Improvements that the City may determine, in its sole discretion, to be required in accordance with the City's rules and regulations, policy, and requirements otherwise, to assure continuing public use of, and public ingress and egress to, the Encroachment Improvements, including, without limitation, the utility connections that are part of the Encroachment Improvements providing for utility services to the homes to be constructed within the Project and access to the Project by way of streets and any other public right of way that are part of the Encroachment Improvements.

(d) Require that non-City entities execute a right of entry agreement in a form acceptable to the City in order to access the Encroachment Property for providing operations and maintenance services to the Encroachment Improvements.

5. City Covenants. The City hereby agrees, and covenants to the CAB, that it shall:

(a) Proceed with, and use best efforts towards the completion of, the transition of ownership of the Encroachment Property and Encroachment Improvements: (i) upon entering into the City Encroachment Agreement and (ii) following the Initial Acceptance of the Encroachment Improvements consistent with Section 3(d) of this Agreement, resulting in the ownership and maintenance the Encroachment Improvements.

(b) Following Final Acceptance of the Encroachment Improvements consistent with Section 3(e) of this Agreement, and, following the execution and recordation of the City Encroachment Agreement, not require the CAB to make any repairs to, or perform any maintenance on, the Encroachment Improvements, or otherwise hold the CAB responsible for any corrective or warranty work on the Encroachment Improvements.

(c) In order for the CAB to observe its obligations (which include the right of the CAB, and its contractors, subcontractors, agents, invitees and licensees, to enter upon the Encroachment Property to construct and maintain any and all surface and subsurface Encroachment Improvements, including, without limitation, asphalt mill and overlay work and sidewalk/trail and curb and gutter removal and replacement) regarding notice to Magellan as Owner under the Developer Encroachment Agreement, exclusive of Saturdays, Sundays, legal holidays and emergency situations, the City shall provide notice of performing any maintenance activities, including providing notice from any City contractor(s) or agent(s), on the Encroachment Property either (i) to the CAB at least seventy-two (72) hours in advance thereof, or (ii) to Magellan (pursuant to Section 3 of the Developer Encroachment Agreement) on behalf of the CAB (copying the CAB on such notice) at least forty-eight (48) hours in advance thereof, except that no such notice will be required for the City's maintenance activities that do not require damaging roadways or subsurface/subterranean activities otherwise (i.e., repairs and maintenance of irrigation systems, maintenance of landscaping improvements, snow removal or road striping). Notwithstanding the foregoing, if in the reasonable opinion of the City the Encroachment Improvements require emergency maintenance services, the City shall notify Magellan, pursuant to Section 3 the Developer Encroachment Agreement, and copy the CAB on such notice, as soon as practicable under the circumstances. The City acknowledges that, pursuant to the Developer Encroachment Agreement, the CAB, as Owner, will, where required, be responsible for Magellan to receive forty-eight (48) hour notice prior to such activities and that Magellan may arrange to have a representative present during the performance of any such maintenance activities.

(d) Proceed with and use best efforts to timely negotiate and execute the City Encroachment Agreement.

6. Termination. The City shall notify the CAB upon execution and recordation of the City Encroachment Agreement (the "**Execution Notice**"), and thereafter this Agreement shall terminate effective immediately and without further formal action, in accordance with this Section 6.

(a) If the CAB receives Execution Notice prior to the completion of the Final Acceptance term for all City Improvements, including, without limitation, the Final Acceptance of the Encroachment Improvements consistent with Sections 3(e) and 3(f) of this Agreement, this Agreement shall terminate (subject to Section 6(c) below, if applicable) and the CAB and the City Improvements, including the Encroachment Improvements, shall be accepted by the City pursuant to the City's rules and regulations, policy, and requirements otherwise. Notwithstanding the foregoing, in no event shall completion of Final Acceptance of any Encroachment Improvements be less than one year.

(b) If the CAB receives Execution Notice after the completion of the Final Acceptance process of all City Improvements, including, without limitation, the Final Acceptance of the Encroachment Improvements consistent with Sections 3(e) and 3(f) of this Agreement, the City shall accept final ownership of the Encroachment Improvements

consistent with Section 5(b) hereof and this Agreement shall terminate (subject to Section 6(c) below, if applicable).

(c) The City and the CAB agree to execute documentation reasonably requested by the other, if any, to evidence the termination under Section 6(a) or Section 6(b) of this Agreement.

(d) The City and the CAB acknowledge that the CAB's obligations as Owner under the Developer Encroachment Agreement will only terminate as to the Encroachment Improvements once the City Encroachment Agreement is executed and recorded.

7. Notices. All notices, demands, requests or other communications to be sent by one Party to the other or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Postal Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the CAB: Prairie Point Community Authority Board
c/o McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: 303-592-4380
Fax: 303-592-4385
Email: legalnotices@mcgeadybecher.com

With a copy to: McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: 303-592-4380
Fax: 303-592-4385
Email: legalnotices@mcgeadybecher.com

To the City: City of Aurora, Public Works Department
Real Property Services Division
15151 E. Alameda Pkwy., 3rd Floor
Aurora, CO 80012
Phone: _____
Email: _____

With a copy to: City of Aurora
City Attorney's Office
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Phone: 303-739-7030
Fax: 303-739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Postal Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

8. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto.

9. Recordation. The Parties agree that either Party may record this Agreement with the Arapahoe County Clerk and Recorder's Office.

10. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

11. Annual Appropriations. The Parties agree that any of the financial obligations stated in this Agreement shall not constitute a debt or indebtedness of either Party within the meaning of any constitutional or statutory provision, nor shall such constitute a multiple fiscal year financial obligation of the Parties, and any financial obligation expressed in this Agreement is subject to the annual appropriations by each of the Parties' respective governing bodies.

12. Time is of the Essence. The Parties acknowledge that time is of the essence in the performance of this Agreement.

13. No Partnership or Agency. The Parties shall not be deemed or constitute partners, joint venture participants, or agents of the other. Any actions taken by the Parties pursuant to this Agreement shall be deemed actions as an independent contractor of the other.

14. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the CAB and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the CAB and the City shall be for the sole and exclusive benefit of the CAB and the City.

15. Governmental Immunity. Nothing in this Agreement or in any actions taken by the Parties pursuant to this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-10 I, *et seq.*, C.R.S.

16. No Personal Liability. No elected official, director, officer, agent, or employee of the Parties shall be charged personally or held contractually liable by or to another Party under any term or provision of this Agreement or because of any breach thereof, or for their errors or omissions in the performance thereof, or because of its or their execution, approval, or attempted execution of this Agreement.

17. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants, or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

18. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

19. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

20. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

21. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

23. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

24. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Encroachment Agreement, as may be amended and/or restated from time to time.

*The remainder of this page is left intentionally blank.
Signatures appear on the following page.*

CAB:

Prairie Point Community Authority Board

By: _____
President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as President of Prairie Point Community Authority Board.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Attest:

Secretary

CITY:

City of Aurora, Colorado

By: _____
Mike Coffman, Mayor

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Mike Coffman, as Mayor of the City of Aurora, Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Attest:

Kadee Rodriguez, City Clerk

Approved as to Form:

Michelle Gardner, Sr. Assistant City Attorney

Exhibit A [in DRAFT form]

to

Intergovernmental Agreement between

City of Aurora, Colorado

and

Prairie Point Community Authority Board

Regarding Ownership and Maintenance of Certain Encroachment Improvements

ENCROACHMENT AGREEMENT

This Encroachment Agreement ("**Agreement**") is made and entered into by and between Magellan Pipeline Company, L.P., a Delaware limited partnership, whose address is P.O. Box 22186, Tulsa, Oklahoma, 74121-2186, (hereinafter called "**Magellan**"), and Clayton Properties Group II, Inc., a Colorado corporation, whose mailing address is 4908 Tower Road, Denver, CO 80249, its heirs, successors, assigns and grantees (hereinafter called "**Owner**").

WITNESSETH:

WHEREAS, **Owner** represents and warrants that **Owner** owns all the certain land (hereinafter "**Owner's Land**"), described on attached **Exhibit "A"** and made a part hereof, per the Special Warranty Deed executed on the 19th day of May, 2021 and filed of record in the office of the Arapahoe County, Clerk and Recorder on the 21st day of May, 2021 at Reception No. E1082476, and;

WHEREAS, **Magellan** is the owner of certain pipelines, pipeline facilities and appurtenances (hereinafter referred to as the "**Magellan Facilities**") and easement rights therefor, (hereinafter referred to as the "**Easement**", whether or not rights were granted in one or more documents or acquired by operation of law). For purposes of this **Agreement** only, "**Magellan's Easement Tract**" shall be considered to be that certain area of the **Owner's Land** that is Thirty-Five (35) feet in width, as more particularly described in those certain instruments recorded in the office of the Clerk and Recorder of Arapahoe County Colorado and described as follows:

- 1) Right-of-Way Contract dated January 29, 1966, between John W. Race and Dorothy E. Race, husband and wife, and Wyco Pipeline Company (Magellan's predecessor in interest), its successors and assigns, and filed of record at Reception No. 99370 on the 14th day of February 1966, which document was modified and re-recorded at Reception No. 1011292 on the 13th day of May, 1966, all in the office of the Clerk and Recorder of Arapahoe County, Colorado; and;
- 2) Agreement and Partial Release dated December 6th, 1984, between First Capitol Corporation and Wyco Pipeline Company (Magellan's predecessor in interest), its successors and assigns, and filed of record at Reception No. 2496335, on the 31st day of January, 1985, in the office of the Clerk and Recorder of Douglas County, Colorado; and;
- 3) Right-of-Way Contract dated May 11th, 1966, between Elmo C. Higginson and Lydia Carr Austin, and Wyco Pipeline Company (Magellan's predecessor in interest), its successors and assigns, and filed of record at Reception No. 125686 on the 30th day of June, 1966, all in the office of the Clerk and Recorder of Douglas County, Colorado; and;
- 4) all as amended by that certain Amendment to Right of Way Contract and Agreement and Partial Release – a thirty-five (35) foot wide strip of land lying within the Southeast Quarter (SE ¼) of Section 33 and the Southwest Quarter (SW ¼) of Section 34, Township 5 South, Range 66 {00097130.1}

West, of the 6th Principal Meridian, in the County of Arapahoe, State of Colorado filed of record at Reception No. _____ on the ____ day of _____, _____, all in the office of the Clerk and Recorder of Douglas County, Colorado.

WHEREAS, for the purposes of this **Agreement** an “**Encroachment**” is defined as any use of the land within **Magellan’s Easement Tract** by someone other than **Magellan**, which could interfere with **Magellan’s Easement** rights or could create safety concerns related to **Magellan’s Facilities** as more fully described in **Magellan’s General Encroachment Requirements** as set forth in attached **Exhibit “C”** and incorporated herein by reference. **Magellan does not permit or authorize any Encroachments unless specifically approved in this agreement or other written agreement identifying all “Approved Encroachments”**; and

WHEREAS, **Owner** desires to obtain **Magellan’s** consent for one or more **Encroachments** on **Magellan’s Easement Tract**;

NOW, THEREFORE, in consideration of the covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Magellan**, subject to the following terms and provisions, hereby consents to the **Encroachments** listed below as “**Approved Encroachments**” described and limited pursuant to the following specified plan drawings, which were furnished by **Owner** to **Magellan** (“**Plan Drawings**”) and attached hereto as **Exhibit “B”**.

TERMS AND PROVISIONS

1. **Approved Encroachments.** The **Approved Encroachments**, as further identified, described and limited in the **Plan Drawings** as set forth in **Exhibit “C”** are approved for construction and use within the Easement by Owner.
2. **No Other Encroachments.** Except for the **Approved Encroachments** as allowed by this **Agreement**, **Owner** shall not create, erect, place or construct any other **Encroachment** on, above or below the surface of the ground on **Magellan’s Easement Tract**, or, except as set forth in the grading plans provided by Owner and approved by Magellan, change the grade or elevation of the ground surface within **Magellan’s Easement Tract** or at any time plant or allow any trees thereon or cause or permit any of these to be done by others, without the express prior written permission of **Magellan**.
3. **Magellan On-Site Representative.** Exclusive of Saturday, Sunday, and legal holidays, **Owner** shall notify **Magellan** a minimum of 48 hours in advance of any **Encroachment** activities on **Magellan’s Easement Tract** so that **Magellan** may arrange to have a representative present, except that (i), in the case of emergency, Owner shall provide notice thereof as soon as practicable under the circumstances, (ii) in the case of Encroachment activities consisting of maintenance activities that do not require damaging roadways or

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subsurface activities (i.e., repairs and maintenance of irrigation systems, maintenance of landscaping improvements, snow removal and road striping), Owner shall not be required to provide notice thereof to Magellan. "Encroachment activities" shall include the right of Owner, and its contractors, subcontractors, agents, invitees and licensees, to enter upon the Magellan Tract to construct and maintain any and all surface and subsurface Approved Encroachments (including, without limitation, asphalt mill and overlay work and sidewalk/trail and curb and gutter removal and replacement). Subject to the foregoing, at **Magellan's** option and at **Owner's** sole cost and expense for time spent by Magellan's representative on site to observe Encroachment activities for longer than one month,, **Magellan's** representative may be on site during all **Encroachment** activities over or within the Easement to confirm that no damage occurs to the **Magellan Facilities**. Owner shall not be responsible for costs or expenses associated with any time spent on site by a representative of Magellan for less than one month in each instance. The presence of **Magellan's** representative or any verbal instructions given by such representative shall not relieve **Owner** of any liability under the **Easement** or this **Agreement**, and will not change the terms of the **Easement** or this **Agreement**, which may only be changed by written agreement by authorized representatives of **Owner** and **Magellan**. If pipeline, coating, cathodic protection and/or any other repair of **Magellan Facilities** is required by **Magellan** or if the safety of the **Magellan Facilities** is jeopardized, in **Magellan's** sole judgment, **Owner** shall stop all construction activities on **Magellan's Easement Tract** until said repairs are completed or until any unsafe construction practices are resolved to the satisfaction of **Magellan's** on-site representative. Written notification of such construction activity shall be made to **MAGELLAN PIPELINE COMPANY, Attn: Terry Gallegos, 8160 Krameria St., Dupont, CO 80024, Phone: (303) 877-7198, email: Terry.Gallegos@magellanlp.com**, or such other representative of **Magellan**, which **Magellan** may from time to time designate. In addition, Owner, shall prior to the performance of any Encroachment activities, call 811 to advise of the same.

4. **Protection of Magellan Facilities.** **Owner** shall protect the **Magellan Facilities** if excavating and backfilling become necessary within **Magellan's Easement Tract**. If excavating within 2 feet of any Magellan pipeline or when otherwise deemed necessary by **Magellan's** on-site representative, **Owner** shall perform any necessary digging or excavation operations by hand digging two feet both horizontally and vertically. Subject to the provisions limiting reimbursements for costs and expenses of Magellan's representative as set forth in Section 3 above, **Owner** shall reimburse **Magellan** for all costs of having a representative of **Magellan** on-site during construction activities related to the **Approved Encroachments**.
5. **Breach.** If either **Owner** or **Magellan** breaches this **Agreement** and the non-breaching party commences litigation to enforce any provisions of this **Agreement**, the reasonable cost of attorneys' fees and expenses will be payable to the non-breaching party by the breaching party upon demand, for all claims upon which the non-breaching party prevails.

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6. **Insurance.** **Owner** shall procure or cause its contractors and subcontractors to procure and maintain in force during construction, maintenance, repair, or removal activities undertaken during term of this **Agreement** insurance coverage described below with insurance companies acceptable to **Magellan** for work performed related to the construction of the **Approved Encroachments**. All costs and deductible amounts will be the responsibility and obligation of the **Owner** or its contractors and subcontractors. Prior to commencing any activities related to the construction of the **Approved Encroachments**, the **Owner** must deliver to **Magellan** certificate(s) of insurance, naming **Magellan Midstream Partners, L.P. and its Affiliates** as an additional insured. The limits set forth below are minimum limits and will not be construed to limit the **Owner's** liability:
- (a) Workers' Compensation insurance complying with the laws of the State or States having jurisdiction over each employee and Employer's Liability insurance with limits of \$1,000,000 per accident for bodily injury or disease.
 - (b) Commercial General Liability insurance on an occurrence form with a limit of \$1,000,000 each occurrence, and annual aggregates of \$2,000,000. Coverage must include premises/operations, products/completed operations. **Magellan Midstream Partners, L.P. and its Affiliates** (hereinafter defined), and its and their respective directors, officers, partners, members, shareholders, employees, agents, and contractors shall be included as additional insureds. The term "Affiliate(s)" as used herein means, with respect to Magellan Midstream Partners, L.P., any individual, corporation, partnership, limited partnership, limited liability company, limited liability partnership, firm, association, joint stock company, trust, unincorporated organization, governmental body, or other entity (collectively, a "Person") that directly, or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with Magellan Midstream Partners, L.P. The term "control" (including the terms "controlled by" and "under common control with"), as used in the previous sentence means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Magellan Midstream Partners, L.P. or such Person, as applicable, whether through ownership of voting stock, ownership interest or securities, by contract, agreement or otherwise.
 - (c) Sudden and Accidental Pollution with a minimum limit of no less than \$1,000,000 per occurrence. Owner in their sole discretion may elect to self-insure the required sudden and accidental insurance coverage but will impose such coverage requirement on any contractor or subcontractor during any construction, maintenance, repair or removal activities undertaken during the term of this Agreement related to any of the Approved Encroachments. If the coverage is written on a claims-made policy form, the coverage must be maintained for two (2) years following completion of the work activities related to the Approved Encroachments.

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- (d) In each of the above policies, the **Owner** or its contractors and subcontractors agree to waive and will require its insurers to waive any rights of subrogation or recovery either may have against **Magellan** and its affiliated companies.
 - (e) Regardless of the insurance requirements above, the insolvency, bankruptcy, or failure of any such insurance company providing insurance for the **Owner** or its contractors and subcontractors, or the failure of any such insurance company to pay claims that occur, such requirements, insolvency, bankruptcy or failure will not be held to waive any of the provisions hereof.
 - (f) In the event of a loss or claim arising out of or in connection with the construction of the **Approved Encroachments**, the **Owner** agrees, upon request of **Magellan**, to submit a certified copy of its insurance policies for inspection by **Magellan**.
 - (g) The **Owner** shall require all of its contractors and subcontractors for work related to the construction of the **Approved Encroachments** to provide adequate insurance coverage, all to be endorsed with the Waiver of Subrogation wording referenced in Section (d) above; any deficiency in the coverage, policy limits, or endorsements of said contractors and subcontractors, shall be the sole responsibility of the **Owner**.
7. **Indemnification.** **Owner** will indemnify, save, and hold harmless **Magellan**, its affiliated companies, directors, officers, partners, employees, agents and contractors from any and all environmental and non-environmental liabilities, losses, costs, damages, expenses, fees (including reasonable attorneys' fees), fines, penalties, claims, demands, causes of action, proceedings (including administrative proceedings), judgments, decrees and orders resulting from **Owner's** breach of this **Agreement** or caused by or as a result of the construction, use, maintenance, existence or removal by **Owner** or its employees, contractors or agents of the **Approved Encroachments** or **Other Encroachments** located on the **Magellan Easement Tract**, except to the extent caused by **Magellan's** negligence or willful misconduct. The presence of **Magellan's** representative or any instructions given by such representative will not relieve **Owner** of any liability under this **Agreement**, except to the extent that such liability results from **Magellan's** or its representative's negligence or willful misconduct.
8. **Damage or Loss.** **Owner** covenants that:
- (a) If at any time, with at least sixty (60) days' prior notice to **Owner** (the "Notice Period") except in the event of an emergency (in which case of emergency, **Magellan** shall provide notice thereof to **Owner** as soon as reasonably practicable), **Magellan** reasonably believes that it is necessary for **Magellan**, to cross, occupy, utilize, move or remove all or portions of the **Approved Encroachments** placed on **Magellan's Easement Tract** or constructed pursuant to this **Agreement**, for any purpose, including but not limited to surveying, constructing new facilities, maintaining, inspecting, operating, protecting, repairing, replacing, removing or

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changing the size of a pipeline(s) and appurtenances on **Magellan's Easement Tract** and such activities by **Magellan** result in damage to or destruction of the **Approved Encroachments**, then repair, replacement or restoration of such **Approved Encroachments** shall be at the sole cost and responsibility of Magellan, except for any damage to landscaping or irrigation facilities, which shall be the responsibility of Owner, except to the extent caused by **Magellan's** negligence or willful misconduct. In all events, Magellan shall, shall prior to conduct of any activities within the Easement, call 811 to advise of the same. During the Notice Period, Magellan and Owner shall consult with each other so as to try and mitigate any damages to the Approved Encroachments or Owner's Land. In exercising any of its rights of access granted by the **Easement** or by this **Agreement**, Magellan agrees to abide by all law, rules and regulations of governmental authorities, including those requiring issuance of permits and submission of traffic control plans.

- (b) If at any time, any encroachments belonging to or permitted by **Owner** which are not authorized by this or another written agreement ("**Other Encroachments**") are found to be on **Magellan's Easement Tract**, **Magellan** may at any time request **Owner** to remove such **Other Encroachments**, and if **Owner** refuses or fails to do so within a reasonable time, **Magellan** may remove them from **Magellan's Easement Tract** to **Owner's Land** at **Owner's** expense, unless they are allowed to remain by a written agreement between **Magellan** and **Owner**. Should such removal activities by **Magellan** result in damage to or destruction of the **Other Encroachments**, then repair, replacement or restoration of such **Other Encroachments** shall be at the sole cost and responsibility of **Owner**, and such **Other Encroachments** may not be repaired, replaced or rebuilt on **Magellan's Easement Tract** without a written agreement between **Magellan** and **Owner**.
 - (c) If during the exercise of the rights granted by the **Easement** or by this **Agreement**, the **Approved Encroachments** and **Other Encroachments**, if any, are damaged, destroyed or suffer loss of value, Magellan agrees to repair or reimburse Owner, its affiliates, and its and their respective directors, officers, members, partners, shareholders, employees, agents and contractors from and against any and all liabilities, and damages or losses which may arise as a result of the damage to or loss of use of the **Approved Encroachments**, if any, caused by **Magellan**, its employees, agents and contractors except for any damage to landscaping or irrigation facilities, which shall be the responsibility of Owner, except to the extent caused by **Magellan's** negligence or willful misconduct.
9. **Magellan Rights.** **Magellan** and **Owner** agree that the existence of the **Approved Encroachments** or this **Agreement** does not constitute a waiver of **Magellan's** rights under the **Easement**, **subject to the terms and conditions of this Agreement**. **Magellan** hereby reserves and **Owner** hereby grants and confirms all of **Magellan's** rights, title and estate as set forth in the **Easement**.

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10. **Assignment.** The terms and conditions of this **Agreement** will constitute covenants running with the land and be binding upon and inure to the benefit of the parties hereto, their successors, assigns and grantees. Owner shall have the right to assign or transfer this Agreement in whole or in part by operation of law or otherwise at any time without the consent of Magellan; provided that (i) Owner provides Magellan with at least fifteen (15) days' prior written notice thereof, and (ii) the assignee or transferee executes, in recordable form, an assumption of all of Owner's obligations under this Agreement which first arise after of the date of the assumption. Magellan agrees that any assignor or transferor of this Agreement shall be released from any obligations under this Agreement which first arise after the date of the applicable assumption. In addition, if Owner conveys any portion of the Easement Tract, Owner shall be released from the obligations of this Agreement as to such portion so conveyed if a substitute encroachment agreement as to such portion so conveyed is entered into by Magellan and any such transferee in a form approved by both such parties and recorded in applicable county land records.

11. **Counterparts.** This **Agreement** may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This **Agreement** shall become effective upon its complete execution by the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands on the dates expressed below.

MAGELLAN PIPELINE COMPANY, L.P.

By Its General Partner, Magellan Pipeline GP, LLC,
By Its Undersigned, Authorized Signatory

By: _____

Name: _____

Title: _____

Date: _____

OWNER

CLAYTON PROPERTIES GROUP II, INC.

a Colorado corporation

By: _____

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Name: _____

Title: _____

Date: _____

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STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this ____ day of _____, 2022 personally appeared _____, to me personally known to be the Authorized Signatory for MAGELLAN PIPELINE GP, LLC, a Delaware limited liability company, who being duly sworn did acknowledge to me that he/she executed the foregoing instrument on behalf of said limited liability company as the free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

Witness my hand and official seal.

Notary Public

My commission expires:

STATE OF _____)
) SS
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the County aforesaid, on this ____ day of _____, 2022, personally appeared _____ to me known personally to be the _____ of CLAYTON PROPERTIES GROUP II, INC., a Colorado corporation, who being duly sworn did acknowledge to me that he/she executed the foregoing instrument on behalf of said corporation as the free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

Witness my hand and official seal.

Notary Public

My Commission Expires:

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EXHIBIT "A"
OWNER'S LAND

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**EXHIBIT A
TO
SPECIAL WARRANTY DEED**

Legal Description of Property

The following described real property located in Arapahoe County, Colorado:

PARCEL A (AKA KINGS POINT FILING 1)

A PART OF SECTIONS 33 AND 34, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 33;

THENCE NORTH 89 DEGREES 34 MINUTES 42 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33 A DISTANCE OF 2631.52 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 34;

THENCE NORTH 89 DEGREES 35 MINUTES 50 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34 A DISTANCE OF 2661.35 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 34;

THENCE NORTH 89 DEGREES 36 MINUTES 13 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34 A DISTANCE OF 2127.50 FEET;

THENCE NORTH 88 DEGREES 25 MINUTES 33 SECONDS EAST 25.03 FEET;

THENCE SOUTH 04 DEGREES 19 MINUTES 21 SECONDS EAST, 136.69 FEET;

THENCE SOUTH 49 DEGREES 19 MINUTES 21 SECONDS EAST, 51.19 FEET;

THENCE SOUTH 80 DEGREES 34 MINUTES 31 SECONDS EAST, 189.48 FEET;

THENCE SOUTH 09 DEGREES 25 MINUTES 29 SECONDS WEST, 42.20 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 03 DEGREES 24 MINUTES 38 SECONDS EAST A DISTANCE OF 214.15 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 25 DEGREES 40 MINUTES 12 SECONDS, A RADIUS OF 482.00 FEET, AN ARC LENGTH OF 215.95 FEET;

THENCE SOUTH 16 DEGREES 14 MINUTES 44 SECONDS EAST, 47.11 FEET;

THENCE SOUTH 21 DEGREES 49 MINUTES 40 SECONDS WEST, 31.49 FEET TO A POINT ON A CURVE;

THENCE ALONG SAID CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 57 DEGREES 09 MINUTES 25 SECONDS WEST A DISTANCE OF 31.49 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 03 DEGREES 21 MINUTES 35 SECONDS, A RADIUS OF 537.00 FEET, AN ARC LENGTH OF 31.49 FEET;

THENCE SOUTH 55 DEGREES 28 MINUTES 37 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 101.25 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 60 DEGREES 54 MINUTES 32 SECONDS WEST A DISTANCE OF 87.66 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 10 DEGREES 51 MINUTES 49 SECONDS, A RADIUS OF 463.00 FEET, AN ARC LENGTH OF 87.79 FEET;

THENCE SOUTH 66 DEGREES 20 MINUTES 26 SECONDS WEST, 42.09 FEET;

THENCE SOUTH 23 DEGREES 46 MINUTES 59 SECONDS EAST 86.01 FEET;

THENCE SOUTH 59 DEGREES 17 MINUTES 39 SECONDS EAST, 24.00 FEET;

THENCE NORTH 74 DEGREES 28 MINUTES 49 SECONDS EAST, 40.00 FEET;

THENCE SOUTH 16 DEGREES 19 MINUTES 10 SECONDS EAST, 61.00 FEET;

THENCE NORTH 72 DEGREES 31 MINUTES 43 SECONDS EAST, 173.23 FEET;

THENCE SOUTH 58 DEGREES 56 MINUTES 08 SECONDS EAST, 41.89 FEET;

THENCE NORTH 80 DEGREES 40 MINUTES 12 SECONDS EAST, 11.76 FEET;

THENCE SOUTH 62 DEGREES 06 MINUTES 45 SECONDS EAST, 170.48 FEET;

THENCE SOUTH 00 DEGREES 04 MINUTES 38 SECONDS EAST A DISTANCE OF 238.72 FEET TO A POINT

ON A CURVE NON-TANGENT ON THE NORTH RIGHT-OF-WAY LINE OF E-470;
THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:
1. THENCE ALONG SAID CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 64 DEGREES 27 MINUTES 00 SECONDS WEST A DISTANCE OF 433.00 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 11 DEGREES 36 MINUTES 12 SECONDS, A RADIUS OF 2141.83 FEET, AN ARC LENGTH OF 433.75 FEET TO A POINT OF TANGENT;
2. THENCE SOUTH 70 DEGREES 15 MINUTES 05 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 95.13 FEET;
3. THENCE SOUTH 74 DEGREES 00 MINUTES 05 SECONDS WEST A DISTANCE OF 1352.59 FEET;
4. THENCE SOUTH 71 DEGREES 45 MINUTES 05 SECONDS WEST A DISTANCE OF 102.96 FEET TO A POINT OF CURVE;
5. THENCE ALONG SAID CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 58 DEGREES 31 MINUTES 38 SECONDS WEST A DISTANCE OF 1816.23 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 26 DEGREES 26 MINUTES 54 SECONDS, A RADIUS OF 3969.72 FEET, AN ARC LENGTH OF 1832.46 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34;
THENCE SOUTH 89 DEGREES 38 MINUTES 25 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34 A DISTANCE OF 1891.72 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 33;
THENCE SOUTH 89 DEGREES 35 MINUTES 36 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33 A DISTANCE OF 2636.79 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33;
THENCE SOUTH 89 DEGREES 35 MINUTES 33 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33 A DISTANCE OF 465.26 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 83;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:
1. THENCE NORTH 28 DEGREES 10 MINUTES 15 SECONDS WEST A DISTANCE OF 1163.29 FEET;
2. THENCE NORTH 31 DEGREES 58 MINUTES 54 SECONDS WEST A DISTANCE OF 150.16 FEET;
3. THENCE NORTH 28 DEGREES 04 MINUTES 39 SECONDS WEST A DISTANCE OF 181.76 FEET TO THE SOUTHWEST CORNER OF KRAGELUND ACRES, A SUBDIVISION RECORDED IN PLAT BOOK 11 AT PAGE 41 OF THE ARAPAHOE COUNTY RECORDS;
THENCE ALONG THE BOUNDARY OF SAID KRAGELUND ACRES THE FOLLOWING TWO (2) COURSES:
1. THENCE NORTH 89 DEGREES 31 MINUTES 11 SECONDS EAST A DISTANCE OF 1188.66 FEET;
2. THENCE NORTH 00 DEGREES 23 MINUTES 11 SECONDS EAST A DISTANCE OF 1318.92 FEET TO THE POINT OF BEGINNING.

CONTAINING A GROSS AREA OF 428.278 ACRES, OR (18,655,789 SQUARE FEET) MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

A TRACT OF LAND SITUATED IN THE SOUTH HALF OF SECTION 33, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN THE CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SOUTH QUARTER CORNER OF SAID SECTION 33;
THENCE ALONG THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER, SOUTH 89°35'33" WEST, 465.26 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY OF COLORADO STATE HIGHWAY 83 (ALSO KNOWN AS SOUTH PARKER ROAD);
THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, NORTH 28° 10'15" WEST, 540.00 FEET;
THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY, NORTH 61°49'45" EAST, 250.00 FEET;
THENCE NORTH 40°17'15" EAST, 130.00 FEET;
THENCE NORTH 09° 25'50" EAST, 175.00 FEET;
THENCE NORTH 00°28' 49" WEST, 200.00 FEET;
THENCE NORTH 89° 31 '11" EAST, 21.24 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE

SOUTHERLY AND HAVING A RADIUS OF 883.00 FEET;
 THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°16'53" AN ARC LENGTH OF 482.09 FEET;
 THENCE NON-TANGENT TO SAID CURVE, SOUTH 62°21'16" EAST, 49.36 FEET;
 THENCE SOUTH 32°55'00" WEST, 191.53 FEET;
 THENCE SOUTH 00°24'24" EAST, 754.43 FEET TO THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33;
 THENCE ALONG SAID LAST DESCRIBED SOUTHERLY LINE, SOUTH 89°35'36" WEST, 150.21 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 16.106 ACRES, OR (701,597 SQUARE FEET) MORE OR LESS.
 SAID PARCEL A CONTAINING A NET AREA OF 412.175 ACRES, OR (17,954,192 SQUARE FEET) MORE OR LESS.

PARCEL B (AKA KINGS POINT FILING 2)

A PARCEL OF LAND BEING ALL OF TRACTS A, B AND THOSE BRIDAL PATHS LOCATED NORTH OF E-470 RIGHT-OF-WAY, CHENANGO FILING NO. 4 TOGETHER WITH PORTIONS OF THE EAST HALF OF SECTION 34 AND SECTION 35, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 66 WEST, WAS ASSUMED TO BEAR SOUTH 00°17'32" WEST AND IS MONUMENTED AT THE NORTHEAST CORNER AND THE EAST QUARTER CORNER OF SAID SECTION 35 BY A NO. 6 REBAR WITH A 3-1/4" ALUMINUM CAP STAMPED "RLS 10377 1988 JR ENGINEERING".

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 35;

THENCE ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35, SOUTH 00°17'32" WEST 150.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF EAST DRY CREEK ROAD AS DESCRIBED UNDER RECEPTION NO. B2073829 IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER;

THENCE DEPARTING SAID EASTERLY LINE AND ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1. NORTH 89°00'03" WEST 567.68 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 574.00 FEET;
2. WESTERLY ALONG SAID CURVE 72.70 FEET THROUGH A CENTRAL ANGLE OF 07°15'25";
3. TANGENT TO SAID CURVE SOUTH 83°44'32" WEST 226.62 FEET TO THE SOUTHEASTERLY CORNER OF THAT PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. B2073830 OF SAID ARAPAHOE COUNTY RECORDS;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY AND ALONG THE EASTERLY, NORTHERLY AND WESTERLY BOUNDARIES OF SAID PARCEL OF LAND THE FOLLOWING THREE (3) COURSES:

1. NORTH 06°15'28" WEST 100.00 FEET TO THE NORTHEAST CORNER THEREOF;
2. SOUTH 83°44'32" WEST 100.00 FEET TO THE NORTHWEST CORNER THEREOF;
3. SOUTH 06°15'28" EAST 100.00 FEET TO THE SOUTHWEST CORNER THEREOF BEING ALSO ON THE NORTHERLY RIGHT-OF-WAY OF SAID DRY CREEK ROAD;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1. SOUTH 83°44'32" WEST 1.08 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 500.00 FEET;
2. WESTERLY ALONG SAID CURVE 63.33 FEET THROUGH A CENTRAL ANGLE OF 07°15'25";
3. TANGENT TO SAID CURVE NORTH 89°00'03" WEST 126.58 FEET;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, SOUTH 00°17'32" WEST 74.01 FEET TO THE

NORTHWEST CORNER OF KINGS POINT SUBDIVISION FILING NO. 3 AS RECORDED UNDER RECEPTION NO. B2187150 OF SAID ARAPAHOE COUNTY RECORDS;
THENCE ALONG THE WESTERLY BOUNDARY OF SAID KINGS POINT SUBDIVISION FILING NO. 3 THE FOLLOWING FIVE (5) COURSES:

1. CONTINUING SOUTH 00°17'32" WEST 103.72 FEET;
2. SOUTH 12°07'45" WEST 305.87 FEET;
3. SOUTH 03°18'26" WEST 77.78 FEET;
4. SOUTH 14°20'10" EAST 77.01 FEET;
5. SOUTH 23°09'28" EAST 260.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF THE E-470 PUBLIC HIGHWAY AUTHORITY AS DESCRIBED UNDER RECEPTION NO. A9166936 IN SAID ARAPAHOE COUNTY RECORDS;

THENCE DEPARTING SAID WESTERLY BOUNDARY AND ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING ELEVEN (11) COURSES:

1. NORTH 89°08'11" WEST 409.91 FEET;
 2. SOUTH 87°06'49" WEST 104.95 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2441.83 FEET;
 3. SOUTHWESTERLY ALONG SAID CURVE 929.45 FEET THROUGH A CENTRAL ANGLE OF 21°48'32";
 4. NON-TANGENT TO SAID CURVE NORTH 19°55'22" WEST 150.00 FEET;
 5. SOUTH 70°04'38" WEST 160.00 FEET;
 6. SOUTH 19°55'22" EAST 168.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2441.83 FEET AND A RADIAL BEARING OF SOUTH 28°28'33" EAST;
 7. SOUTHWESTERLY ALONG SAID CURVE 538.10 FEET THROUGH A CENTRAL ANGLE OF 12°37'34";
 8. TANGENT TO SAID CURVE SOUTH 48°53'53" WEST 104.94 FEET;
 9. SOUTH 45°08'54" WEST 2520.85 FEET;
 10. SOUTH 48°53'54" WEST 95.13 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2141.83 FEET AND A RADIAL BEARING OF NORTH 41°06'06" WEST;
 11. SOUTHWESTERLY ALONG SAID CURVE 364.67 FEET THROUGH A CENTRAL ANGLE OF 09°45'19";
- THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, NON-TANGENT TO SAID CURVE, NORTH 00°04'38" EAST 238.65 FEET;
- THENCE NORTH 62°06'45" WEST 170.48 FEET;
- THENCE SOUTH 80°40'12" WEST 11.76 FEET;
- THENCE NORTH 58°56'08" WEST 41.89 FEET;
- THENCE SOUTH 72°31'43" WEST 173.23 FEET;
- THENCE NORTH 16°19'10" WEST 61.00 FEET;
- THENCE SOUTH 74°28'49" WEST 40.00 FEET;
- THENCE NORTH 59°17'39" WEST 24.00 FEET;
- THENCE NORTH 23°46'59" WEST 86.01 FEET;
- THENCE NORTH 66°20'26" EAST 42.09 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 463.00 FEET;
- THENCE NORTHEASTERLY ALONG SAID CURVE 87.79 FEET THROUGH A CENTRAL ANGLE OF 10°51'49";
- THENCE TANGENT TO SAID CURVE, NORTH 55°28'37" EAST 101.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 537.00 FEET;
- THENCE NORTHEASTERLY ALONG SAID CURVE 31.49 FEET THROUGH A CENTRAL ANGLE OF 03°21'35";
- THENCE NON-TANGENT TO SAID CURVE NORTH 21°49'40" EAST 31.49 FEET;
- THENCE NORTH 16°14'44" WEST 47.11 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 482.00 FEET;
- THENCE NORTHERLY ALONG SAID CURVE 215.95 FEET THROUGH A CENTRAL ANGLE OF 25°40'12";
- THENCE TANGENT TO SAID CURVE NORTH 09°25'29" EAST 42.20 FEET;
- THENCE NORTH 80°34'31" WEST 189.48 FEET;
- THENCE NORTH 49°19'21" WEST 51.19 FEET;
- THENCE NORTH 04°19'21" WEST 136.69 FEET;

THENCE SOUTH 88°25'33" WEST 25.03 FEET TO THE SOUTHEAST CORNER OF LOT 4, BLOCK 1 OF CHENANGO FILING NO. 3 AS RECORDED IN PLAT BOOK 38 AT PAGES 66-69, IN SAID RECORDS; THENCE ALONG THE EASTERLY BOUNDARY AND THE EASTERLY BOUNDARY EXTENDED OF SAID LOT 4 THE FOLLOWING TWO (2) COURSES:

1. NORTH 04°19'21" WEST 154.23 FEET;
2. NORTH 07°20'38" EAST 463.76 FEET TO THE MOST SOUTHERLY CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 6232 AT PAGE 524 OF SAID ARAPAHOE COUNTY RECORDS BEING ALSO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 55.00 FEET AND A RADIAL BEARING OF NORTH 13° 24' 37" EAST;

THENCE DEPARTING SAID EASTERLY BOUNDARY AND ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL THE FOLLOWING TWO (2) COURSES:

1. NORTHWESTERLY ALONG SAID CURVE 224.47 FEET THROUGH A CENTRAL ANGLE OF 233° 50'24";
2. NON-TANGENT TO SAID CURVE NORTH 83° 49' 02" WEST 47.84 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, NORTH 38°49'14" WEST 74.46 FEET TO THE EASTERLY RIGHT-OF-WAY OF EAST LONG AVENUE AS DEDICATED ON SAID PLAT OF CHENANGO FILING NO. 3, BEING ALSO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 480.00 FEET AND A RADIAL BEARING OF NORTH 41°48'24" WEST;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. NORTHERLY ALONG SAID CURVE 481.83 FEET THROUGH A CENTRAL ANGLE OF 57°30'50";
2. TANGENT TO SAID CURVE, NORTH 09°19'14" WEST 136.72 FEET TO THE SOUTHWEST CORNER OF LOT 20, BLOCK 4 OF SAID CHENANGO FILING NO. 3;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY AND ALONG THE SOUTHERLY, EASTERLY AND NORTHERLY BOUNDARIES OF SAID LOT 20 THE FOLLOWING FOUR (4) COURSES:

1. NORTH 80°40'46" EAST 233.45 FEET;
2. NORTH 09°19'14" WEST 25.00 FEET;
3. NORTH 05°19'23" WEST 458.10 FEET;
4. SOUTH 88°40'37" WEST 159.99 FEET TO SAID EASTERLY RIGHT-OF-WAY OF EAST LONG AVENUE;

THENCE DEPARTING SAID BOUNDARIES OF LOT 20 AND ALONG SAID EASTERLY AND SOUTHERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1. NORTH 17°25'22" EAST 529.45 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 319.80 FEET;
2. NORTHEASTERLY ALONG SAID CURVE 394.48 FEET THROUGH A CENTRAL ANGLE OF 70°40'32";
3. TANGENT TO SAID CURVE NORTH 88°10'07" EAST 729.91 FEET TO THE WESTERLY RIGHT- OF-WAY OF SOUTH LONG AVENUE AS DEDICATED ON SAID PLAT OF CHENANGO FILING NO. 3 BEING ALSO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 288.23 FEET AND A RADIAL BEARING OF NORTH 73°12'04" EAST;

THENCE DEPARTING SAID EASTERLY AND SOUTHERLY RIGHT-OF-WAY AND NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY OF SOUTH IRELAND WAY THE FOLLOWING TWO (2) COURSES:

1. NORTHERLY ALONG SAID CURVE 59.00 FEET THROUGH A CENTRAL ANGLE OF 11°43'39";
2. TANGENT TO SAID CURVE NORTH 05°02'21" WEST 1.85 FEET TO THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY AND ALONG SAID NORTHERLY LINE NORTH 88°10'07" EAST 1876.25 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 35;

THENCE ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER THE FOLLOWING TWO (2) COURSES:

1. SOUTH 88°58'46" EAST 1359.65 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35;
2. ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER SOUTH 89°00'03" EAST 1359.23 FEET TO THE POINT OF BEGINNING.

CONTAINING A GROSS AREA OF 227.073 ACRES (9,891,320 GROSS SQ. FT.), MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND (AKA IRELAND WAY):

A PARCEL OF LAND BEING A PORTION OF SOUTH IRELAND WAY AS DEDICATED TO THE CITY OF AURORA BY CHENANGO FILING NO. 4, A SUBDIVISION PLAT RECORDED IN THE OFFICE OF THE ARAPAHOE COUNTY CLERK AND RECORDERS AT RECEPTION NO. 2077839 SITUATED IN THE NORTH HALF OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 66 WEST, WAS ASSUMED TO BEAR NORTH 88°10'07" EAST AND IS MONUMENTED AT THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION 35 BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 13155 1993".

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 35;

THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35, NORTH 88°10'07" EAST, A DISTANCE OF 718.48 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID SOUTH IRELAND WAY AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 88°10'07" EAST, A DISTANCE OF 60.10 FEET EAST TO THE EASTERLY RIGHT-OF-WAY OF SAID SOUTH IRELAND WAY AND TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 228.23 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 84°34'48" EAST;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING FOURTEEN (14) COURSES:

1. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°22'58", AN ARC LENGTH OF 45.34 FEET;
2. SOUTH 16°48'10" EAST, A DISTANCE OF 12.78 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 88.03 FEET;
3. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°25'56", AN ARC LENGTH OF 49.83 FEET;
4. SOUTH 54°26'43" EAST, A DISTANCE OF 99.63 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 228.23 FEET;
5. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°10'43", AN ARC LENGTH OF 164.03 FEET;
6. NORTH 84°22'34" EAST, A DISTANCE OF 280.30 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 430.00 FEET;
7. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°55'15", AN ARC LENGTH OF 157.01 FEET;
8. SOUTH 74°42'11" EAST, A DISTANCE OF 48.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 430.00 FEET;
9. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°21'50", AN ARC LENGTH OF 235.38 FEET;

10. SOUTH 43°20'21" EAST, A DISTANCE OF 290.39 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 370.00 FEET;

11. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°37'30", AN ARC LENGTH OF 191.31 FEET;

12. SOUTH 72°57'51" EAST, A DISTANCE OF 163.87 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 730.00 FEET;

13. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°02'45", AN ARC LENGTH OF 675.85 FEET;

14. SOUTH 19°55'06" EAST, A DISTANCE OF 1.70 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF THE E-470 PUBLIC HIGHWAY AS RECORDED UNDER RECEPTION NO. A9166936;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, SOUTH 70°04'38" WEST, A DISTANCE OF 60.00 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID SOUTH IRELAND WAY;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING FIFTEEN (15) COURSES:

1. NORTH 19°55'06" WEST, A DISTANCE OF 1.70 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 670.00 FEET;

2. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°02'45", AN ARC LENGTH OF 620.30 FEET;

3. NORTH 72°57'51" WEST, A DISTANCE OF 163.87 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 430.00 FEET;

4. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°37'30", AN ARC LENGTH OF 222.33 FEET;

5. NORTH 43°20'21" WEST, A DISTANCE OF 290.39 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 370.00 FEET;

6. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°21'50", AN ARC LENGTH OF 202.54 FEET;

7. NORTH 74°42'11" WEST, A DISTANCE OF 48.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 370.00 FEET;

8. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°55'15", AN ARC LENGTH OF 135.10 FEET;

9. SOUTH 84°22'34" WEST, A DISTANCE OF 280.30 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 288.23 FEET;

10. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°03'09", AN ARC LENGTH OF 206.52 FEET;

11. NORTH 54°26'43" WEST, A DISTANCE OF 176.03 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 232.36 FEET;

12. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°21'52", AN ARC LENGTH OF 151.53 FEET;

13. NORTH 88°10'07" EAST, A DISTANCE OF 177.41 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 288.23 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 73°12'34" EAST;

14. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°45'04", AN ARC LENGTH OF 59.12 FEET;

15. NORTH 05°02'21" WEST, A DISTANCE OF 1.85 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 3.446 ACRES, (150,120 SQUARE FEET), MORE OR LESS.

SAID PARCEL B CONTAINING A NET AREA OF 223.627 ACRES, OR (9,741,200 SQUARE FEET) MORE OR LESS.

PARCEL C (AKA KINGS POINT FILING 4)

A PARCEL OF LAND SITUATED IN SECTIONS 34 AND 35, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 35, SAID POINT BEING ALSO THE NORTHEAST CORNER OF TRAVOIS FILING THREE AS RECORDED UNDER RECEPTION NO. 1670342 IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER, WHENCE THE NORTHEAST CORNER OF SAID SECTION 35 BEARS NORTH 00°17'32" EAST, WITH ALL BEARINGS ARE MADE AS A REFERENCE HEREON;

THENCE ALONG THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 BEING ALSO THE NORTHERLY BOUNDARY OF SAID TRAVOIS THREE, SOUTH 89°37'31" WEST 2097.96 FEET TO THE NORTHWEST CORNER OF SAID TRAVOIS FILING THREE;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRAVOIS FILING THREE THE FOLLOWING ELEVEN (11) COURSES:

1. SOUTH 03°28'53" WEST 498.23 FEET;
2. SOUTH 64°09' 41" WEST 122.53 FEET;
3. SOUTH 03°28'53" WEST 281 .38 FEET;
4. SOUTH 75°32'58" EAST 147.45 FEET;
5. SOUTH 30°26'14" WEST 356.37 FEET;
6. SOUTH 11°28'02" WEST 267.42 FEET;
7. SOUTH 31°05'32" WEST 329.74 FEET;
8. SOUTH 61°01'14" EAST 118.94 FEET;
9. SOUTH 27°14'31" WEST 485.30 FEET;
10. SOUTH 45°19'06" WEST 63.59 FEET;
11. SOUTH 24°35'49" WEST 430.30 FEET TO THE SOUTHWEST CORNER OF SAID TRAVOIS FILING THREE BEING ALSO A POINT ON THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35;

THENCE DEPARTING SAID WESTERLY BOUNDARY AND ALONG SAID SOUTHERLY LINE, SOUTH 89°33'26" WEST 2450.44 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 35;

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, SOUTH 89°38'32" WEST 2664.95 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 34;

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34, SOUTH 89°38'25" WEST 323.36 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF THE E-470 PUBLIC HIGHWAY AUTHORITY AS RECORDED UNDER RECEPTION NO. A9166936 OF SAID ARAPAHOE COUNTY RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 3669.72 FEET AND A RADIAL BEARING OF SOUTH 39°40'28" EAST;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING TWENTY-THREE (23) COURSES:

1. NORTHEASTERLY ALONG SAID CURVE 1372.10 FEET THROUGH A CENTRAL ANGLE OF 21°25'22";
 2. NORTH 71°45'05" EAST 97.07 FEET;
 3. NORTH 74°00'05" EAST 1356.52 FEET;
 4. NORTH 70°15'05" EAST 104.97 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2441.83 FEET;
 5. NORTHEASTERLY ALONG SAID CURVE 910.17 FEET THROUGH A CENTRAL ANGLE OF 21°21'23";
 6. NON-TANGENT TO SAID CURVE, NORTH 48°53'54" EAST 105.03 FEET;
 7. NORTH 45°08'54" EAST 123.63 FEET;
 8. SOUTH 02°34'59" EAST 598.20 FEET;
 9. NORTH 88°11'56" EAST 736.47 FEET;
 10. NORTH 01°53'33" WEST 1291.83 FEET;
 11. NORTH 45°08'54" EAST 1381.04 FEET;
 12. NORTH 48°53'53" EAST 95.12 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2141.83 FEET;
 13. NORTHEASTERLY ALONG SAID CURVE 426.74 FEET THROUGH A CENTRAL ANGLE OF 11°24'57";
 14. SOUTH 19°55'07" EAST 71.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 680.12 FEET AND A RADIAL BEARING OF NORTH 70°03'26" EAST
 15. SOUTHERLY ALONG SAID CURVE 80.87 FEET THROUGH A CENTRAL ANGLE OF 06°48'47";
 16. NON-TANGENT TO SAID CURVE, NORTH 60°26'12" EAST 50.19 FEET;
 17. NORTH 61°48'23" EAST 60.03 FEET;
 18. NORTH 63°35'41" EAST 50.11 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 520.00 FEET AND A RADIAL BEARING OF NORTH 63°38'33" EAST;
 19. NORTHWESTERLY ALONG SAID CURVE 58.37 FEET THROUGH A CENTRAL ANGLE OF 06°25'53";
 20. NON-TANGENT TO SAID CURVE, NORTH 19°55'35" WEST 92.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2141.83 FEET AND A RADIAL BEARING OF SOUTH 25°21'41" EAST;
 21. EASTERLY ALONG SAID CURVE 840.16 FEET THROUGH A CENTRAL ANGLE OF 22°28'30";
 22. TANGENT TO SAID CURVE, NORTH 87°06'49" EAST 95.13 FEET;
 23. SOUTH 89°08'11" EAST 1502.59 FEET TO THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35;
- THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY AND ALONG SAID EASTERLY LINE, SOUTH 00°17'32" WEST 1278.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 269.279 GROSS ACRES (11,729,796 GROSS SQ. FT.), MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND (AKA IRELAND WAY):

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF AURORA, COUNTY OF

ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 35, SAID POINT BEING ALSO THE NORTHEAST CORNER OF SAID TRAVOIS FILING THREE AS RECORDED IN SAID RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER, AND CONSIDERING THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER TO BEAR SOUTH 89°37'38" WEST, WITH ALL BEARINGS MADE AS A REFERENCE HEREON;

THENCE ALONG THE NORTHERLY LINE OF SAID TRAVOIS FILING THREE, SOUTH 89°37'38" WEST 1774.86 FEET TO THE EASTERLY RIGHT-OF-WAY OF SOUTH IRELAND WAY AS DEDICATED ON THE VACATED FINAL PLAT OF CHENANGO FILING NO. 4 OF SAID ARAPAHOE COUNTY RECORDS AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 89°37'38" WEST 73.61 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID SOUTH IRELAND WAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 530.00 FEET AND A RADIAL BEARING OF NORTH 54°14'29" EAST;

THENCE DEPARTING SAID NORTHERLY LINE AND ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES:

1. NORTHERLY ALONG SAID CURVE 172.58 FEET THROUGH A CENTRAL ANGLE OF 18°39'23";
 2. TANGENT TO SAID CURVE, NORTH 17°06'19" WEST 115.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 470.00 FEET;
 3. NORTHERLY ALONG SAID CURVE 195.83 FEET THROUGH A CENTRAL ANGLE OF 23°52'22";
 4. TANGENT TO SAID CURVE, NORTH 40°58'41" WEST 461.51 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 630.00 FEET;
 5. NORTHERLY ALONG SAID CURVE 158.84 FEET THROUGH A CENTRAL ANGLE OF 14°26'45" TO SAID SOUTHERLY RIGHT-OF-WAY OF THE E-470 PUBLIC HIGHWAY AUTHORITY;
- THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY AND ALONG SAID SOUTHERLY RIGHT-OF-WAY, NORTH 61°48'23" EAST 60.03 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID SOUTH IRELAND WAY, BEING ALSO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 570.00 FEET AND A RADIAL BEARING OF NORTH 63°38'33" EAST;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY AND ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING SIX (6) COURSES:

1. SOUTHERLY ALONG SAID CURVE 145.45 FEET THROUGH A CENTRAL ANGLE OF 14°37'14";
2. TANGENT TO SAID CURVE, SOUTH 40°58'41" EAST 461.51 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 530.00 FEET;
3. SOUTHERLY ALONG SAID CURVE 220.83 FEET THROUGH A CENTRAL ANGLE OF 23°52'22";
4. TANGENT TO SAID CURVE, SOUTH 17°06'19" EAST 115.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 470.00 FEET;
5. SOUTHERLY ALONG SAID CURVE 153.17 FEET THROUGH A CENTRAL ANGLE OF 18°40'19";
6. TANGENT TO SAID CURVE SOUTH 35°46'38" EAST 42.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.545 ACRES OR (67,283 SQ. FT.), MORE OR LESS.

PARCEL C CONTAINING A NET AREA OF 267.734 ACRES OR (11,662,513 SQ. FT.) MORE OR LESS.

PARCELS A, B AND C CONTAINING A TOTAL AREA OF 903.536 ACRES, OR (22,105,310 SQUARE FEET), MORE OR LESS.

PREPARED BY:
ANTHONY K. PEALL, PLS NO. 38636
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1
LITTLETON, CO 80122

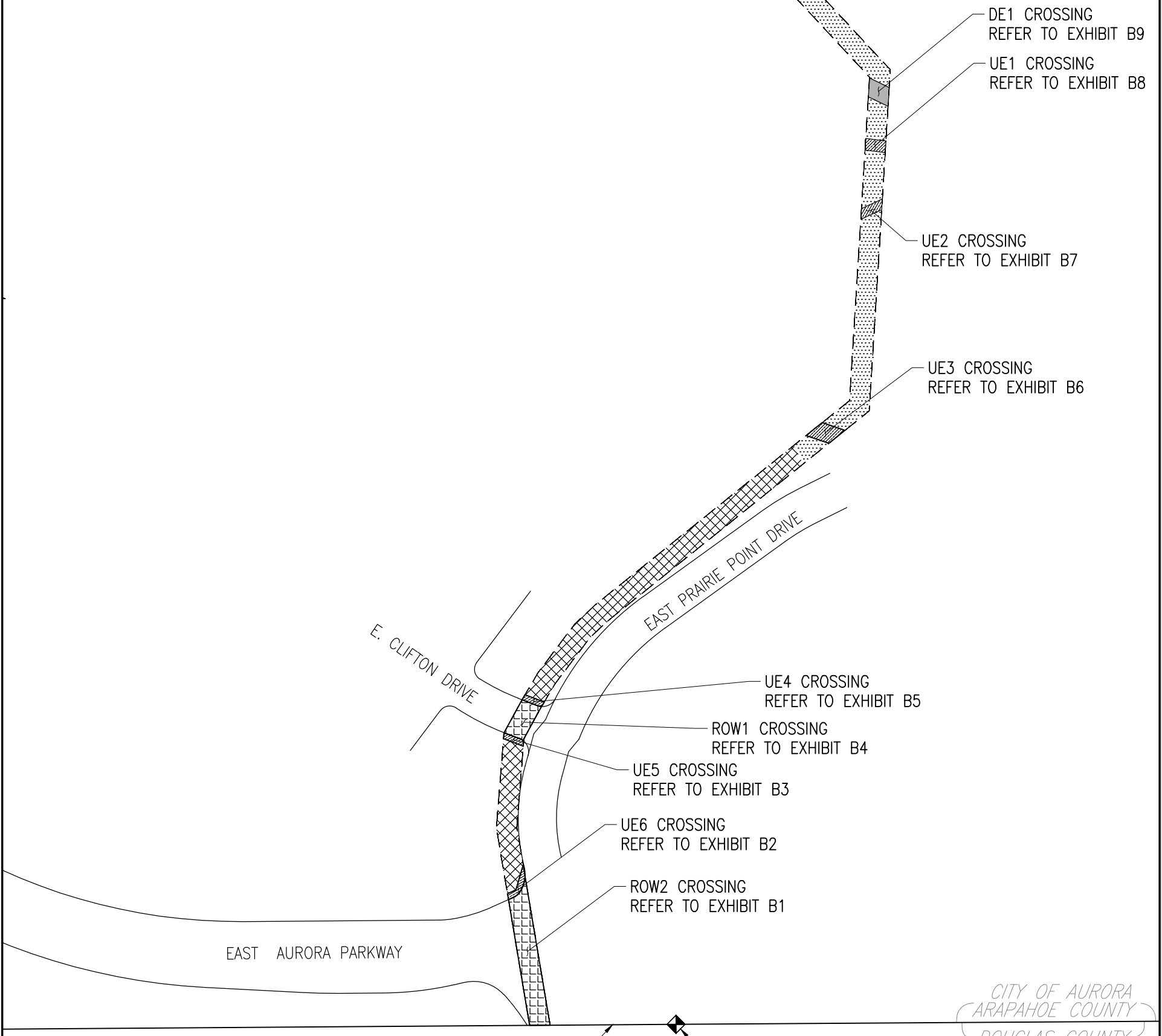
EXHIBIT “B”
PLAN DRAWINGS

{00097130.1}

**EXHIBIT B
ENCROACHMENT PROPERTY**

SE 1/4 SEC. 33
T5S, R66W, 6TH P.M.

SW 1/4 SEC. 34
T5S, R66W, 6TH P.M.



DE1 CROSSING
REFER TO EXHIBIT B9

UE1 CROSSING
REFER TO EXHIBIT B8

UE2 CROSSING
REFER TO EXHIBIT B7

UE3 CROSSING
REFER TO EXHIBIT B6

UE4 CROSSING
REFER TO EXHIBIT B5

ROW1 CROSSING
REFER TO EXHIBIT B4

UE5 CROSSING
REFER TO EXHIBIT B3

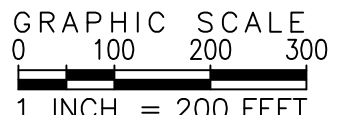
UE6 CROSSING
REFER TO EXHIBIT B2

ROW2 CROSSING
REFER TO EXHIBIT B1

CITY OF AURORA
(ARAPAHOE COUNTY)
DOUGLAS COUNTY

S'LY LINE SE 1/4 SEC. 33

SW CORNER SECTION 34
3 1/4" ALUMINUM CAP ON #6
REBAR STAMPED "T5S R66W
S33 S34 1993 PLS-13155",
0.4' BELOW GRADE



EMK CONSULTANTS, INC.
LAND DEVELOPMENT
ENGINEERS SURVEYORS
7006 SOUTH ALTON WAY, BLDG. F
CENTENNIAL, COLORADO 80112-2019
(303)694-1520 WWW.EMKC.COM
JOB NO.12187.61



MAGELLAN GAS EASEMENT ENCROACHMENTS


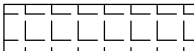



-  PRAIRIE POINT GOLF COURSE MAINTENANCE
-  CITY OF AURORA RIGHTS-OF-WAY (ROW1, ROW2)
-  CITY OF AURORA UTILITY EASEMENTS (UE1, UE2, UE3, UE4, UE5)
-  PRAIRIE POINT COMMUNITY AUTHORITY BOARD DRAINAGE EASEMENT (DE1)
-  PRAIRIE POINT COMMUNITY AUTHORITY BOARD OWNERSHIP & MAINTENANCE



EXHIBIT B1 LEGAL DESCRIPTION

ROW 2 CROSSING

AN PARCEL LYING IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 33, BEARING SOUTH 00°16'34" WEST, A DISTANCE OF 2639.47 FEET (ASSUMED), FROM THE EAST QUARTER CORNER OF SAID SECTION 33 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 1/4 PLS 13155 1993", AT GRADE, TO THE SOUTHEAST CORNER OF SAID SECTION 33 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 S34 1993 PLS-13155", 0.4' BELOW GRADE;

COMMENCING AT SAID EAST QUARTER CORNER OF SECTION 33; THENCE SOUTH 06°31'59" WEST, A DISTANCE OF 2399.23 FEET TO THE INTERSECTION OF THE EAST LINE OF A 35 FOOT WIDE MAGELLAN GAS EASEMENT AS RECORDED AT REC. _____ AND THE WEST RIGHT-OF-WAY LINE OF EAST PRAIRIE POINT DRIVE AS RECORDED IN PRAIRIE POINT SUBDIVISION FILING 1 AT REC: _____, ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 09°33'00" EAST, A DISTANCE OF 260.94 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 33, WHENCE SAID SOUTHEAST CORNER OF SECTION 33 BEARS NORTH 89°35'36" EAST, A DISTANCE OF 216.97 FEET;

THENCE SOUTH 89°35'36" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 35.45 FEET TO THE WEST LINE OF SAID 35 FOOT WIDE MAGELLAN GAS EASEMENT;

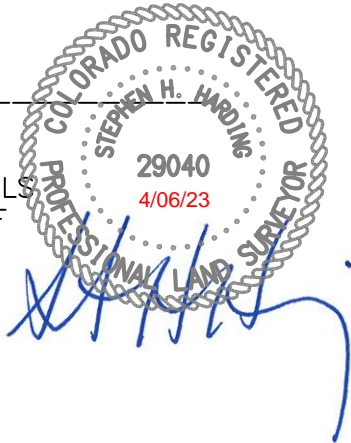
THENCE NORTH 09°33'00" WEST ALONG SAID WEST LINE, A DISTANCE OF 219.84 FEET TO THE NORTH RIGHT-OF-WAY LINE OF EAST AURORA PARKWAY AS RECORDED IN SAID PRAIRIE POINT SUBDIVISION FILING 1;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE AND CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 65°41'37" EAST, A DISTANCE OF 9.93 FEET TO A POINT OF TANGENT CURVATURE;
- 2) NORTHEASTERLY 14.12 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 32°22'01" TO A POINT OF COMPOUND CURVATURE;
- 3) NORTHERLY 29.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 30°38'52", TO THE POINT OF BEGINNING.

CONTAINING 8,135 SQUARE FEET OR 0.187 ACRES, MORE OR LESS.

PREPARED BY:
STEPHEN H. HARDING, PLS
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.



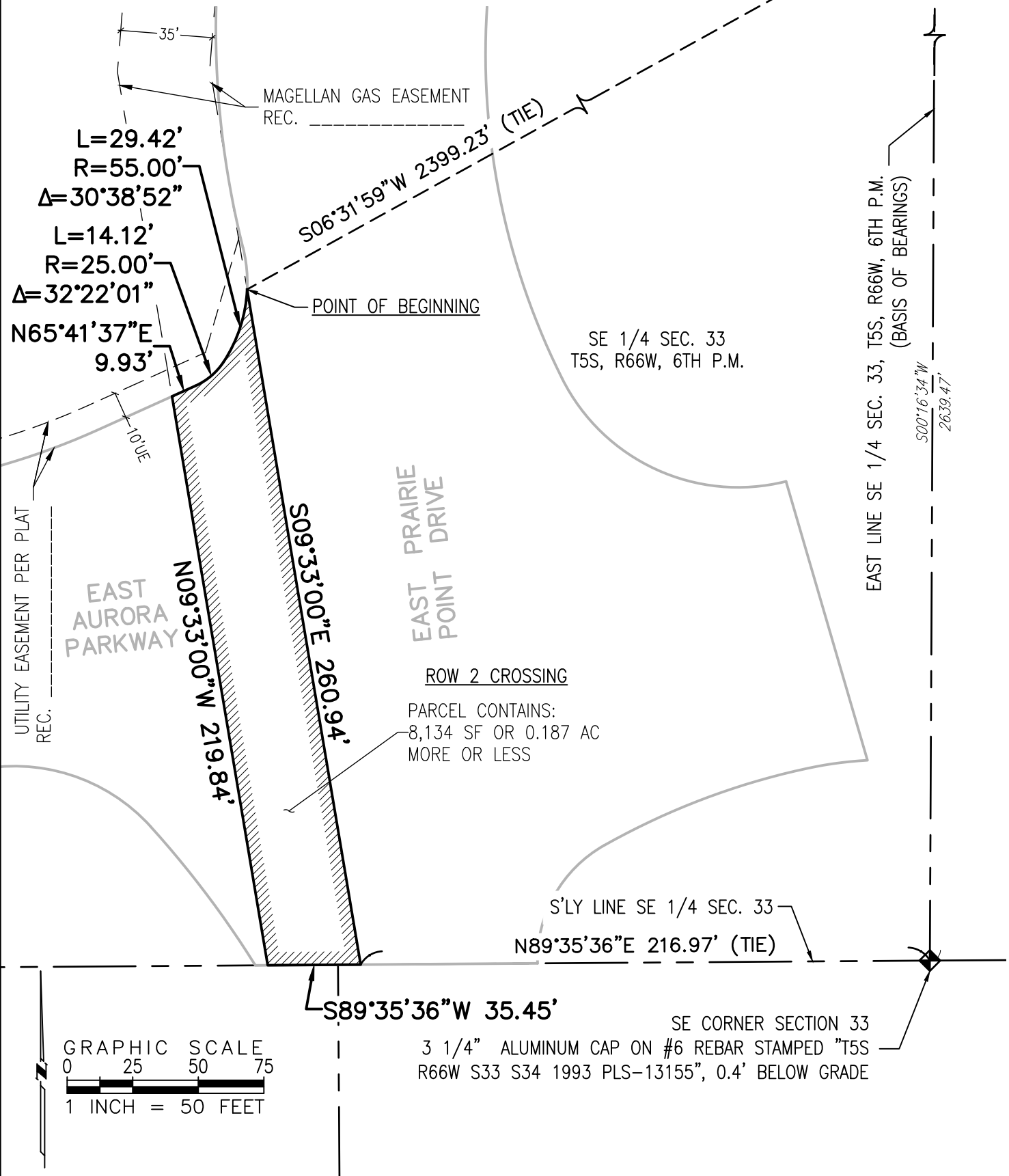
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EXHIBIT B1



POINT OF COMMENCEMENT
E 1/4 CORNER SECTION 33
3 1/4" ALUMINUM CAP ON #6 REBAR STAMPED
"T5S R66W S33 1/4 PLS 13155 1993", AT GRADE



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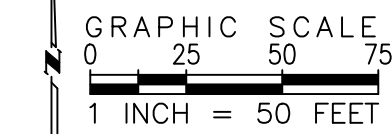




EXHIBIT B2 LEGAL DESCRIPTION

UE6 CROSSING

AN EASEMENT LYING IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 33, BEARING SOUTH 00°16'34" WEST, A DISTANCE OF 2639.47 FEET (ASSUMED), FROM THE EAST QUARTER CORNER OF SAID SECTION 33 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 1/4 PLS 13155 1993", AT GRADE, TO THE SOUTHEAST CORNER OF SAID SECTION 33 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 S34 1993 PLS-13155", 0.4' BELOW GRADE;

COMMENCING AT SAID EAST QUARTER CORNER OF SECTION 33; THENCE SOUTH 06°31'59" WEST, A DISTANCE OF 2399.23 FEET TO THE INTERSECTION OF THE EAST LINE OF A 35 FOOT WIDE MAGELLAN GAS EASEMENT AS RECORDED AT REC. _____ AND THE WEST RIGHT-OF-WAY LINE OF EAST PRAIRIE POINT DRIVE AS RECORDED IN PRAIRIE POINT SUBDIVISION FILING 1 AT REC: _____, ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF EAST AURORA PARKWAY AS RECORDED IN SAID PRAIRIE POINT SUBDIVISION FILING 1, THE FOLLOWING THREE (3) COURSES:

- 1) SOUTHERLY 29.42 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 30°38'52", SUBTENDED BY A CHORD WHICH BEARS SOUTH 18°00'10" WEST, A DISTANCE OF 29.07 FEET TO A POINT OF COMPOUND CURVATURE;
- 2) SOUTHWESTERLY 14.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 32°22'01";
- 3) SOUTH 65°41'37" WEST, A DISTANCE OF 9.93 FEET TO THE WEST LINE OF SAID 35 FOOT WIDE MAGELLAN GAS EASEMENT, WHENCE SAID SOUTHEAST CORNER OF SECTION 33 BEARS SOUTH 53°20'29" EAST, A DISTANCE OF 360.12 FEET;

THENCE NORTH 09°33'00" WEST ALONG SAID WEST LINE, A DISTANCE OF 10.34 FEET TO THE NORTH LINE OF A 10-FOOT UTILITY EASEMENT AS RECORDED IN SAID PRAIRIE POINT SUBDIVISION FILING 1;

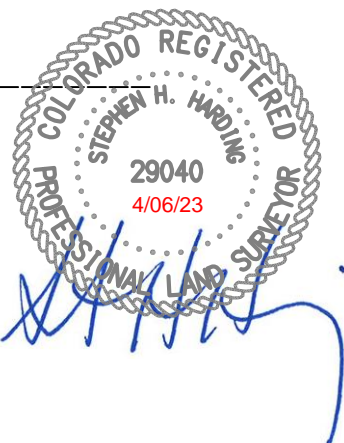
THENCE NORTH 65°41'37" EAST ALONG SAID NORTH LINE, A DISTANCE OF 15.86 FEET TO THE NORTH LINE OF A UTILITY EASEMENT AS RECORDED IN SAID PRAIRIE POINT SUBDIVISION FILING 1;

THENCE NORTH 16°17'24" EAST ALONG SAID NORTH LINE, A DISTANCE OF 45.11 FEET TO SAID EAST LINE;

THENCE SOUTH 09°33'00" EAST ALONG SAID EAST LINE, A DISTANCE OF 19.51 FEET, TO THE POINT OF BEGINNING.

CONTAINING 530 SQUARE FEET OR 0.012 ACRES, MORE OR LESS.

PREPARED BY:
STEPHEN H. HARDING, PLS
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.



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EXHIBIT B2



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POINT OF COMMENCEMENT

E 1/4 CORNER SECTION 33

3 1/4" ALUMINUM CAP ON #6 REBAR STAMPED
 "T5S R66W S33 1/4 PLS 13155 1993", AT GRADE

UTILITY EASEMENT PER PLAT REC.

N16°17'24"E
 45.11'

N65°41'37"E
 15.86'

10' UE

N09°33'00"W
 10.34'

S09°33'00"E
 19.51'

S06°31'59"W 2399.23' (TIE)

POINT OF BEGINNING
UE6 CROSSING

PARCEL CONTAINS:
 529 SF OR 0.012 AC
 MORE OR LESS

L=29.42' R=55.00' Δ=30°38'52"

CHORD=S18°00'10"W 29.07'

L=14.12' R=25.00' Δ=32°22'01"

S65°41'37"W 9.93'

SE 1/4 SEC. 33
 T5S, R66W, 6TH P.M.

EAST LINE SE 1/4 SEC. 33, T5S, R66W, 6TH P.M.
 (BASIS OF BEARINGS)

S00°16'34"W
 2639.47'

EAST AURORA PARKWAY

EAST PRAIRIE POINT DRIVE

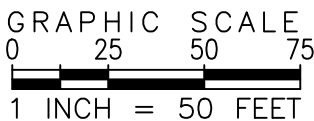
S53°20'29"E 360.12' (TIE)

MAGELLAN GAS EASEMENT REC.

S'LY LINE SE 1/4 SEC. 33

SE CORNER SECTION 33

3 1/4" ALUMINUM CAP ON #6 REBAR STAMPED "T5S
 R66W S33 S34 1993 PLS-13155", 0.4' BELOW GRADE



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EXHIBIT B3 LEGAL DESCRIPTION

UE5 CROSSING

AN EASEMENT LYING IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 33, BEARING SOUTH 00°16'34" WEST, A DISTANCE OF 2639.47 FEET (ASSUMED), FROM THE EAST QUARTER CORNER OF SAID SECTION 33 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 1/4 PLS 13155 1993", AT GRADE, TO THE SOUTHEAST CORNER OF SAID SECTION 33 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 S34 1993 PLS-13155", 0.4' BELOW GRADE;

COMMENCING AT SAID EAST QUARTER CORNER OF SECTION 33; THENCE SOUTH 07°17'40" WEST, A DISTANCE OF 2169.09 FEET TO THE INTERSECTION OF THE EAST LINE OF A 35 FOOT WIDE MAGELLAN GAS EASEMENT AS RECORDED AT REC. _____ AND THE SOUTH RIGHT-OF-WAY LINE OF EAST CLIFTON DRIVE AS RECORDED IN PRAIRIE POINT SUBDIVISION FILING 1 AT REC: _____, ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 04°33'05" WEST ALONG SAID EAST LINE, A DISTANCE OF 8.64 FEET TO THE SOUTH LINE OF A 10-FOOT UTILITY EASEMENT AS RECORDED IN SAID PRAIRIE POINT SUBDIVISION FILING 1, WHENCE SAID SOUTHEAST CORNER OF SECTION 33 BEARS SOUTH 28°47'22" EAST, A DISTANCE OF 546.89 FEET;

THENCE NORTH 69°06'14" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 36.47 FEET TO THE WEST LINE OF SAID 35 FOOT WIDE MAGELLAN GAS EASEMENT;

THENCE NORTH 04°33'05" EAST ALONG SAID WEST LINE, A DISTANCE OF 9.87 FEET;

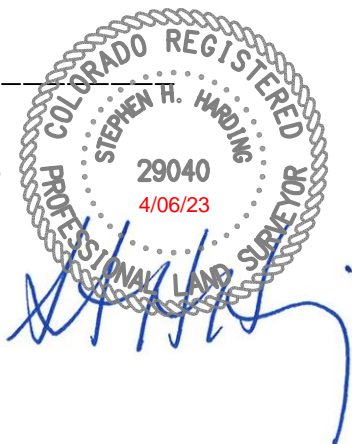
THENCE NORTH 28°31'23" EAST CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 0.54 FOOT, TO A POINT OF NON-TANGENT CURVATURE, TO SAID SOUTH RIGHT-OF-WAY LINE;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

- 1) EASTERLY 1.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 432.00 FEET AND A CENTRAL ANGLE OF 00°09'49", SUBTENDED BY A CHORD WHICH BEARS SOUTH 69°01'19" EAST, A DISTANCE OF 1.23 FEET;
- 2) SOUTH 69°06'14" EAST, A DISTANCE OF 26.43 FEET TO A POINT OF TANGENT CURVATURE;
- 3) SOUTHEASTERLY 9.30 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 21°18'25" TO THE POINT OF BEGINNING.

CONTAINING 360 SQUARE FEET OR 0.008 ACRE, MORE OR LESS.

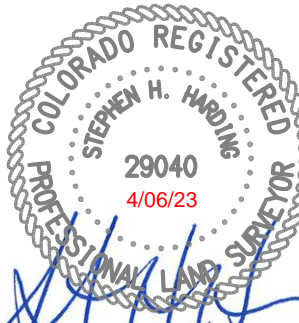
PREPARED BY:
STEPHEN H. HARDING, PLS
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.



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EXHIBIT B3

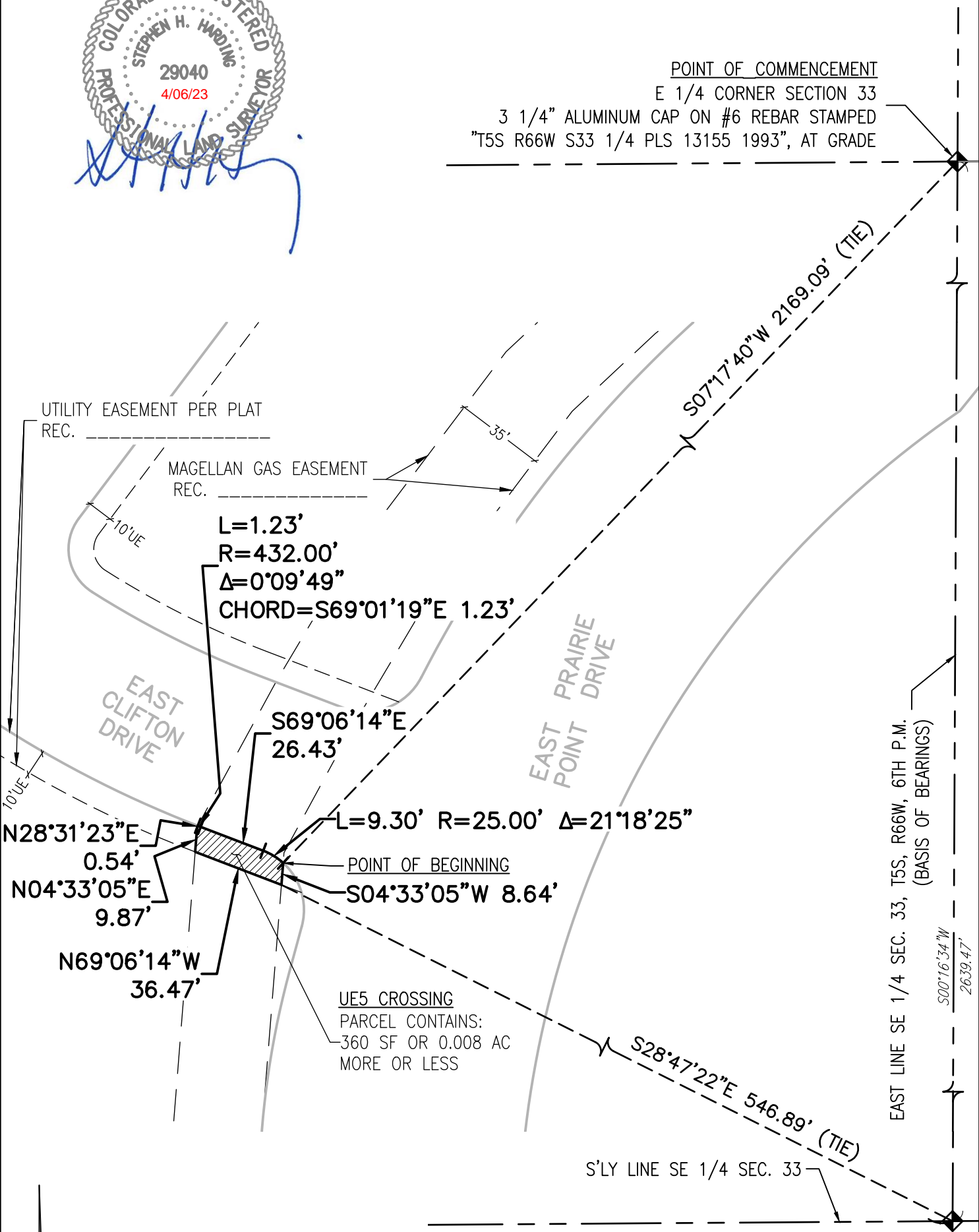


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POINT OF COMMENCEMENT

E 1/4 CORNER SECTION 33

3 1/4" ALUMINUM CAP ON #6 REBAR STAMPED
"T5S R66W S33 1/4 PLS 13155 1993", AT GRADE



UTILITY EASEMENT PER PLAT REC.

MAGELLAN GAS EASEMENT REC.

L=1.23'
R=432.00'
Δ=0°09'49"
CHORD=S69°01'19"E 1.23'

EAST CLIFTON DRIVE

EAST PRAIRIE POINT DRIVE

S69°06'14"E
26.43'

N28°31'23"E
0.54'
N04°33'05"E
9.87'

POINT OF BEGINNING
S04°33'05"W 8.64'

N69°06'14"W
36.47'

UE5 CROSSING
PARCEL CONTAINS:
360 SF OR 0.008 AC
MORE OR LESS

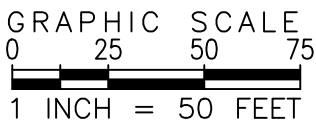
L=9.30' R=25.00' Δ=21°18'25"

S28°47'22"E 546.89' (TIE)

S'LY LINE SE 1/4 SEC. 33

EAST LINE SE 1/4 SEC. 33, T5S, R66W, 6TH P.M.
(BASIS OF BEARINGS)

S00°16'34"W
2639.47'



SE CORNER SECTION 33
3 1/4" ALUMINUM CAP ON #6 REBAR STAMPED "T5S
R66W S33 S34 1993 PLS-13155", 0.4' BELOW GRADE

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EXHIBIT B4 LEGAL DESCRIPTION

ROW1 CROSSING

A PARCEL LYING IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 33, BEARING SOUTH 00°16'34" WEST, A DISTANCE OF 2639.47 FEET (ASSUMED), FROM THE EAST QUARTER CORNER OF SAID SECTION 33 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 1/4 PLS 13155 1993", AT GRADE, TO THE SOUTHEAST CORNER OF SAID SECTION 33 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 S34 1993 PLS-13155", 0.4' BELOW GRADE;

COMMENCING AT SAID EAST QUARTER CORNER OF SECTION 33; THENCE SOUTH 07°17'40" WEST, A DISTANCE OF 2169.09 FEET TO THE INTERSECTION OF THE EAST LINE OF A 35 FOOT WIDE MAGELLAN GAS EASEMENT AS RECORDED AT REC. _____ AND THE SOUTH RIGHT-OF-WAY LINE OF EAST CLIFTON DRIVE AS RECORDED IN PRAIRIE POINT SUBDIVISION FILING 1 AT REC: _____, ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:
1) NORTHWESTERLY 9.30 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 21°18'25", SUBTENDED BY A CHORD WHICH BEARS NORTH 58°27'01" WEST, A DISTANCE OF 9.24 FEET;
2) NORTH 69°06'14" WEST, A DISTANCE OF 26.43 FEET TO A POINT OF TANGENT CURVATURE;
3) WESTERLY 1.23 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 432.00 FEET AND A CENTRAL ANGLE OF 00°09'49", TO THE WEST LINE OF SAID 35 FOOT WIDE MAGELLAN GAS EASEMENT;

THENCE NORTH 28°31'23" EAST ALONG SAID WEST LINE, A DISTANCE OF 64.57 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID EAST CLIFTON DRIVE;

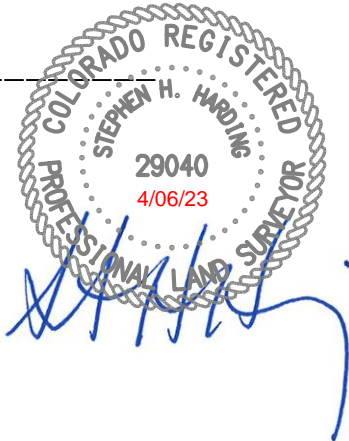
THENCE SOUTH 69°06'14" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 28.17 FEET TO A POINT OF TANGENT CURVATURE;

THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, EASTERLY 7.67 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 17°35'14" TO SAID EAST LINE, WHENCE SAID SOUTHEAST CORNER OF SECTION 33 BEARS SOUTH 22°56'19" EAST, A DISTANCE OF 594.72 FEET;

THENCE ALONG SAID EAST LINE THE FOLLOWING THREE (3) COURSES:
1) SOUTH 30°43'21" WEST, A DISTANCE OF 6.58 FEET;
2) SOUTH 28°31'23" WEST, A DISTANCE OF 57.00 FEET;
3) SOUTH 04°33'05" WEST, A DISTANCE OF 4.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,269 SQUARE FEET OR 0.052 ACRE, MORE OR LESS.

PREPARED BY:
STEPHEN H. HARDING, PLS
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.



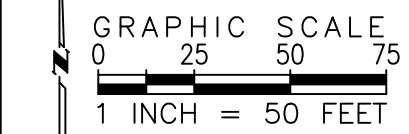
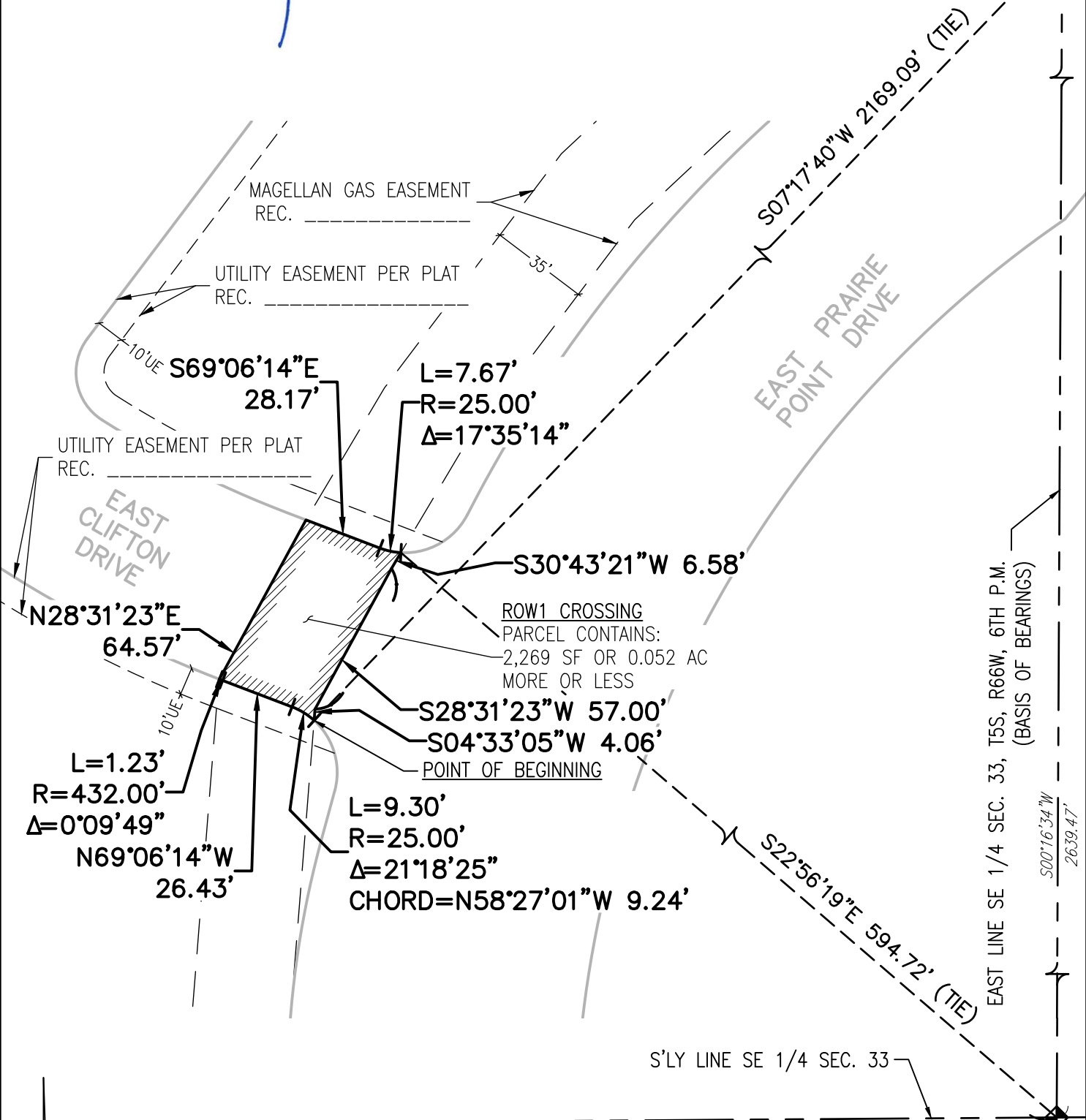
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EXHIBIT B4



POINT OF COMMENCEMENT
E 1/4 CORNER SECTION 33
3 1/4" ALUMINUM CAP ON #6 REBAR STAMPED
"T5S R66W S33 1/4 PLS 13155 1993", AT GRADE



SE CORNER SECTION 33
3 1/4" ALUMINUM CAP ON #6 REBAR STAMPED "T5S
R66W S33 S34 1993 PLS-13155", 0.4' BELOW GRADE



EXHIBIT B5 LEGAL DESCRIPTION

UE4 CROSSING

AN EASEMENT LYING IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 33, BEARING SOUTH 00°16'34" WEST, A DISTANCE OF 2639.47 FEET (ASSUMED), FROM THE EAST QUARTER CORNER OF SAID SECTION 33 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 1/4 PLS 13155 1993", AT GRADE, TO THE SOUTHEAST CORNER OF SAID SECTION 33 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 S34 1993 PLS-13155", 0.4' BELOW GRADE;

COMMENCING AT SAID SOUTHEAST CORNER OF SECTION 33;

THENCE NORTH 22°56'19" WEST A DISTANCE OF 594.72 FEET TO THE INTERSECTION OF THE SOUTHEAST LINE OF A 35 FOOT WIDE MAGELLAN GAS EASEMENT AS RECORDED AT REC. _____ AND THE NORTH RIGHT-OF-WAY LINE OF EAST CLIFTON DRIVE, AS RECORDED IN PRAIRIE POINT SUBDIVISION FILING 1 AT REC: _____, ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, WESTERLY 7.67 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 17°35'14", SUBTENDED BY A CHORD WHICH BEARS NORTH 77°53'51" WEST, A DISTANCE OF 7.64 FEET;

THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 69°06'14" WEST A DISTANCE OF 28.17 FEET TO THE NORTHWEST LINE OF SAID 35 FOOT WIDE MAGELLAN GAS EASEMENT;

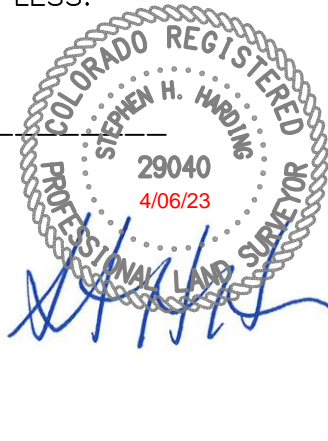
THENCE NORTH 30°43'21" EAST ALONG SAID NORTHWEST LINE, A DISTANCE OF 10.15 FEET TO THE NORTH LINE OF A 10 FOOT WIDE UTILITY EASEMENT AS RECORDED IN SAID PRAIRIE POINT SUBDIVISION FILING 1, WHENCE SAID EAST QUARTER CORNER OF SECTION 33 BEARS NORTH 07°30'40" EAST A DISTANCE OF 2,089.30 FEET;

THENCE SOUTH 69°06'14" EAST ALONG SAID NORTH LINE, A DISTANCE OF 35.52 FEET TO SAID SOUTHEAST LINE;

THENCE SOUTH 30°43'21" WEST ALONG SAID SOUTHEAST LINE, A DISTANCE OF 8.96 FEET TO THE POINT OF BEGINNING;

SAID EASEMENT CONTAINS 352 SQUARE FEET OR 0.008 ACRE, MORE OR LESS.

PREPARED BY:
STEPHEN H. HARDING, PLS
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.



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EXHIBIT B5

NORTHERLY LINE SE 1/4 SEC. 33



[Handwritten Signature]

UE4 CROSSING
 PARCEL CONTAINS:
 352 SF OR 0.008 AC
 MORE OR LESS

E 1/4 CORNER SECTION 33
 3 1/4" ALUMINUM CAP
 ON #6 REBAR STAMPED
 "T5S R66W S33 1/4 PLS
 13155 1993", AT GRADE

N30°43'21"E 10.15'

S69°06'14"E 35.52'

S30°43'21"W 8.96'

POINT OF BEGINNING

10' UE

N69°06'14"W 28.17'

L=7.67' R=25.00' Δ=17°35'14"
 CHORD=N77°53'51"W 7.64'

MAGELLAN GAS EASEMENT
 REC. -----

35'

EASTERLY LINE SE
 1/4 SEC. 33, T5S,
 R66W, 6TH P.M.
 (BASIS OF BEARINGS)

EAST
 AURORA
 PARKWAY

EAST PRAIRIE POINT DRIVE

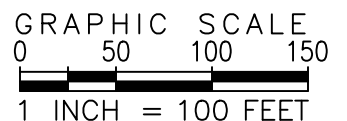
N22°56'19"W 594.72' (TIE)

N07°30'40"E 2089.30' (TIE)

S00°16'34"W
 2639.47'

S'LY LINE SE 1/4 SEC. 33

POINT OF COMMENCEMENT
 SE CORNER SECTION 33
 3 1/4" ALUMINUM CAP ON
 #6 REBAR STAMPED "T5S R66W
 S33 S34 1993 PLS-13155",
 0.4' BELOW GRADE



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EXHIBIT B6 LEGAL DESCRIPTION

UE3 CROSSING

AN EASEMENT LYING IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 34, BEARING SOUTH 00°16'34" WEST, A DISTANCE OF 2639.47 FEET (ASSUMED), FROM THE WEST QUARTER CORNER OF SAID SECTION 34 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 1/4 PLS 13155 1993", AT GRADE, TO THE SOUTHWEST CORNER OF SAID SECTION 34 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 S34 1993 PLS-13155", 0.4' BELOW GRADE;

COMMENCING AT SAID WEST QUARTER CORNER OF SECTION 34;

THENCE SOUTH 09°46'53" EAST A DISTANCE OF 1639.78 FEET TO THE INTERSECTION OF THE SOUTHEAST LINE OF A 35 FOOT WIDE MAGELLAN GAS EASEMENT AS RECORDED AT REC. _____ AND THE NORTHEAST LINE OF A 30 FOOT WIDE UTILITY EASEMENT AS RECORDED IN PRAIRIE POINT SUBDIVISION FILING 1 AT REC: _____, ALSO BEING THE POINT OF BEGINNING.

THENCE SOUTH 51°14'26" WEST ALONG SAID SOUTHEAST LINE A DISTANCE OF 35.61 FEET TO THE INTERSECTION OF THE SOUTHWEST LINE OF SAID 30 FOOT WIDE UTILITY EASEMENT AND SAID SOUTHEAST LINE, WHENCE SAID SOUTHWEST CORNER OF SECTION 34 BEARS SOUTH 14°44'38" WEST A DISTANCE OF 1035.51 FEET;

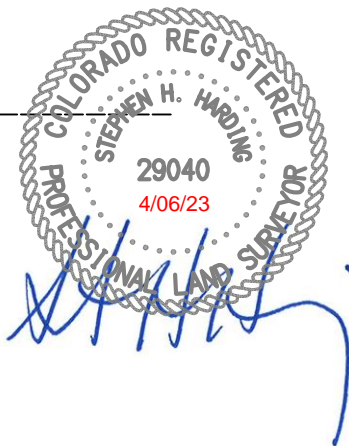
THENCE ALONG SAID SOUTHWEST LINE NORTH 71°21'04" WEST, A DISTANCE OF 41.54 FEET TO THE INTERSECTION OF THE NORTHWEST LINE OF SAID 35 FOOT WIDE MAGELLAN GAS EASEMENT AND SAID SOUTHWEST LINE;

THENCE ALONG SAID NORTHWEST LINE NORTH 51°14'26" EAST, A DISTANCE OF 35.61 FEET TO THE INTERSECTION OF SAID NORTHEAST LINE AND SAID NORTHWEST LINE;

THENCE ALONG SAID NORTHEAST LINE SOUTH 71°21'04" EAST, A DISTANCE OF 41.54 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 1,246 SQUARE FEET OR 0.029 ACRE, MORE OR LESS.

PREPARED BY:
STEPHEN H. HARDING, PLS
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.



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EXHIBIT B6



POINT OF COMMENCEMENT
 W 1/4 CORNER SECTION 34
 3 1/4" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 1/4 PLS 13155 1993", AT GRADE

NORTHERLY LINE SW 1/4 SEC. 34

SW 1/4 SEC. 34
 T5S, R66W, 6TH P.M.

MAGELLAN GAS EASEMENT REC. _____

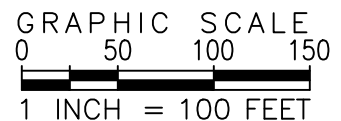
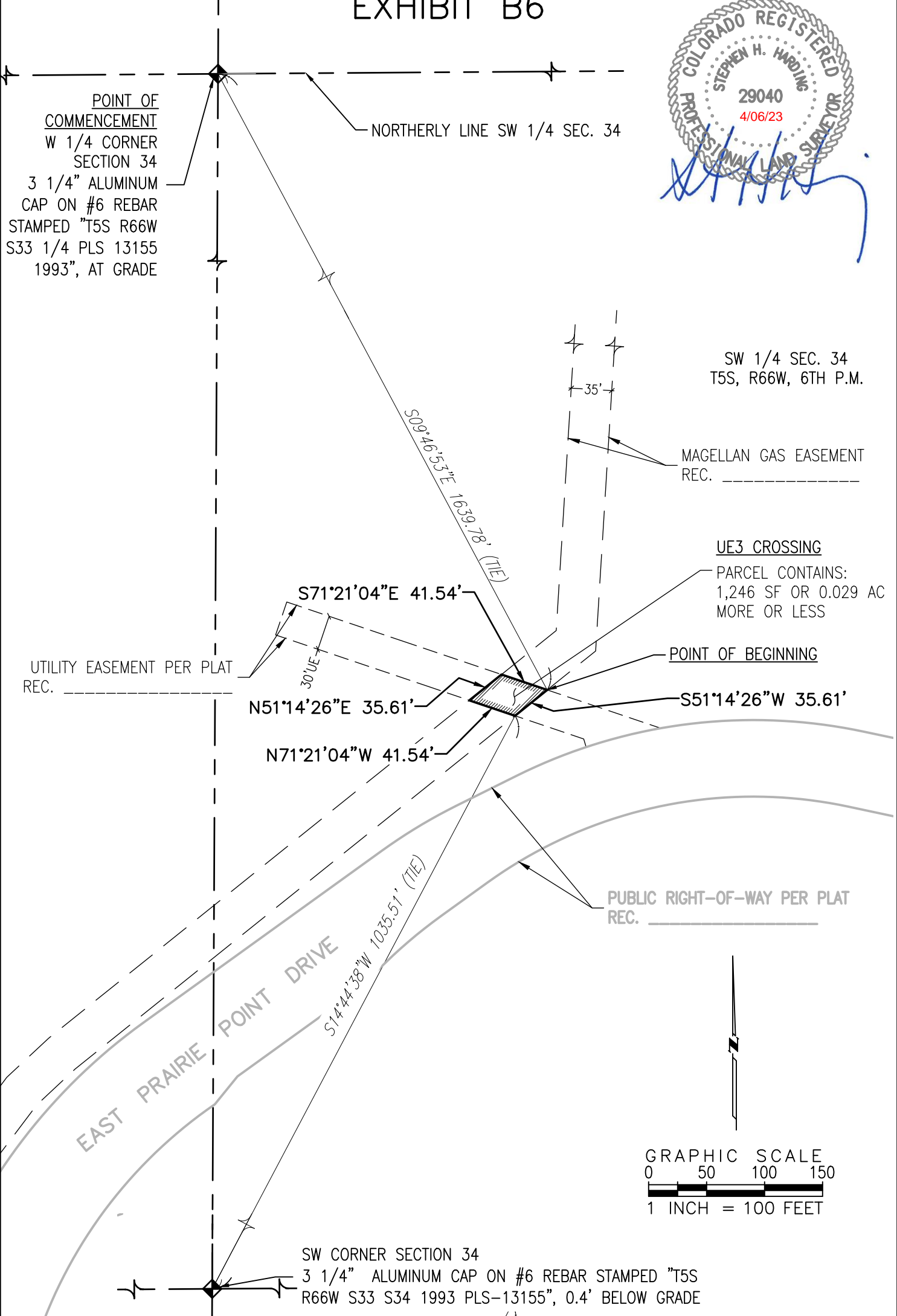
UE3 CROSSING

PARCEL CONTAINS:
 1,246 SF OR 0.029 AC
 MORE OR LESS

POINT OF BEGINNING

UTILITY EASEMENT PER PLAT REC. _____

PUBLIC RIGHT-OF-WAY PER PLAT REC. _____



SW CORNER SECTION 34
 3 1/4" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 S34 1993 PLS-13155", 0.4' BELOW GRADE

DRAWN BY: JTH APPROVED BY: SLG3 JOB NO: 12187.61 DATE: 12/21/2022 PAGE 2 OF 2

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN 3 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.

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EXHIBIT B7 LEGAL DESCRIPTION

UE2 CROSSING

AN EASEMENT LYING IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 34, BEARING SOUTH 00°16'34" WEST, A DISTANCE OF 2639.47 FEET (ASSUMED), FROM THE WEST QUARTER CORNER OF SAID SECTION 34 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 1/4 PLS 13155 1993", AT GRADE, TO THE SOUTHWEST CORNER OF SAID SECTION 34 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 S34 1993 PLS-13155", 0.4' BELOW GRADE;

COMMENCING AT SAID WEST QUARTER CORNER OF SECTION 34;

THENCE SOUTH 15°52'24" EAST A DISTANCE OF 1255.94 FEET TO THE INTERSECTION OF THE EAST LINE OF A 35 FOOT WIDE MAGELLAN GAS EASEMENT AS RECORDED AT REC. _____ AND THE NORTHWEST LINE OF A 16 FOOT WIDE UTILITY EASEMENT AS RECORDED IN PRAIRIE POINT SUBDIVISION FILING 1 AT REC: _____, ALSO BEING THE POINT OF BEGINNING.

THENCE SOUTH 03°32'31" WEST ALONG SAID EAST LINE A DISTANCE OF 16.51 FEET TO THE INTERSECTION OF THE SOUTHEAST LINE OF SAID 16 FOOT WIDE UTILITY EASEMENT AND SAID EAST LINE, WHENCE SAID SOUTHWEST CORNER OF SECTION 34 BEARS SOUTH 14°05'34" WEST A DISTANCE OF 1458.82 FEET;

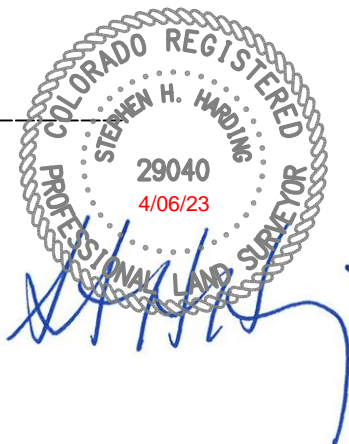
THENCE ALONG SAID SOUTHEAST LINE SOUTH 79°16'13" WEST, A DISTANCE OF 36.11 FEET TO THE INTERSECTION OF THE WEST LINE OF SAID 35 FOOT WIDE MAGELLAN GAS EASEMENT AND SAID SOUTHEAST LINE;

THENCE ALONG SAID WEST LINE NORTH 03°32'31" EAST, A DISTANCE OF 16.51 FEET TO THE INTERSECTION OF SAID NORTHEAST LINE AND SAID WEST LINE;

THENCE ALONG SAID NORTHWEST LINE NORTH 79°16'13" EAST, A DISTANCE OF 36.11 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 577 SQUARE FEET OR 0.013 ACRE, MORE OR LESS.

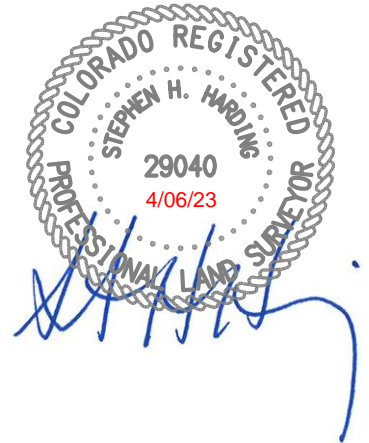
PREPARED BY:
STEPHEN H. HARDING, PLS
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.



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EXHIBIT B7



POINT OF COMMENCEMENT
W 1/4 CORNER SECTION 34
3 1/4" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 1/4 PLS 13155 1993", AT GRADE

NORTHERLY LINE SW 1/4 SEC. 34

UNPLATTED

SW 1/4 SEC. 34
T5S, R66W, 6TH P.M.



S00°16'34"W
2639.47'

UTILITY EASEMENT PER PLAT REC.

MAGELLAN GAS EASEMENT REC.

WESTERLY LINE SW 1/4 SEC. 34, T5S, R66W, 6TH P.M. (BASIS OF BEARINGS)

N79°16'13"E 36.11'
N03°32'31"E 16.51'

POINT OF BEGINNING

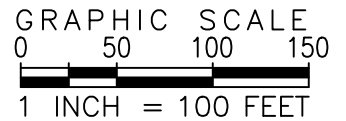
S03°32'31"W 16.51'

UE2 CROSSING PARCEL CONTAINS: 577 SF OR 0.013 AC MORE OR LESS

S79°16'13"W 36.11'

S14°05'34"W 1458.82' (TIE)

SW CORNER SECTION 34
3 1/4" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 S34 1993 PLS-13155", 0.4' BELOW GRADE



DRAWN BY: JTH APPROVED BY: SLG3 JOB NO: 12187.61 DATE: 12/21/2022 PAGE 2 OF 2

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN 3 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.

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EXHIBIT B8 LEGAL DESCRIPTION

UE1 CROSSING

AN EASEMENT LYING IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 34, BEARING SOUTH 00°16'34" WEST, A DISTANCE OF 2639.47 FEET (ASSUMED), FROM THE WEST QUARTER CORNER OF SAID SECTION 34 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 1/4 PLS 13155 1993", AT GRADE, TO THE SOUTHWEST CORNER OF SAID SECTION 34 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 S34 1993 PLS-13155", 0.4' BELOW GRADE;

COMMENCING AT SAID WEST QUARTER CORNER OF SECTION 34;

THENCE SOUTH 26°32'40" EAST A DISTANCE OF 785.72 FEET TO THE INTERSECTION OF THE EAST LINE OF A 35 FOOT WIDE MAGELLAN GAS EASEMENT AS RECORDED AT REC. _____ AND THE NORTH LINE OF A 20 FOOT WIDE UTILITY EASEMENT AS RECORDED IN PRAIRIE POINT SUBDIVISION FILING 1 AT REC: _____, ALSO BEING THE POINT OF BEGINNING.

THENCE SOUTH 03°32'31" WEST ALONG SAID EAST LINE A DISTANCE OF 20.04 FEET TO THE INTERSECTION OF THE SOUTH LINE OF SAID 20 FOOT WIDE UTILITY EASEMENT AND SAID EAST LINE, WHENCE SAID SOUTHWEST CORNER OF SECTION 34 BEARS SOUTH 13°29'51" WEST A DISTANCE OF 1545.08 FEET;

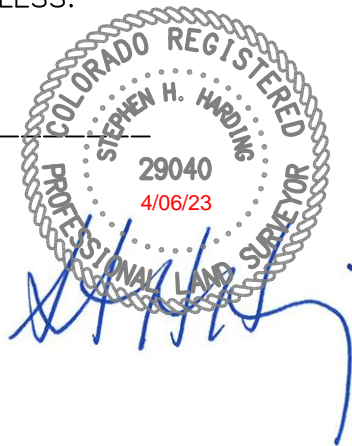
THENCE ALONG SAID SOUTH LINE NORTH 82°57'19" WEST, A DISTANCE OF 35.07 FEET TO THE INTERSECTION OF THE WEST LINE OF SAID 35 FOOT WIDE MAGELLAN GAS EASEMENT AND SAID SOUTH LINE;

THENCE ALONG SAID WEST LINE NORTH 03°32'31" EAST, A DISTANCE OF 20.04 FEET TO THE INTERSECTION OF SAID NORTH LINE AND SAID WEST LINE;

THENCE ALONG SAID NORTH LINE SOUTH 82°57'19" EAST, A DISTANCE OF 35.07 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 701 SQUARE FEET OR 0.016 ACRE, MORE OR LESS.

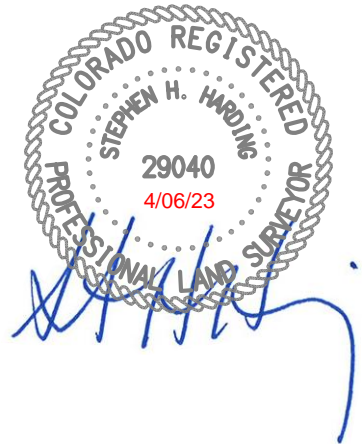
PREPARED BY:
STEPHEN H. HARDING, PLS
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.



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EXHIBIT B8

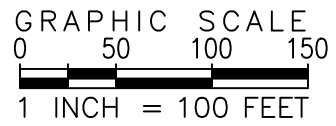
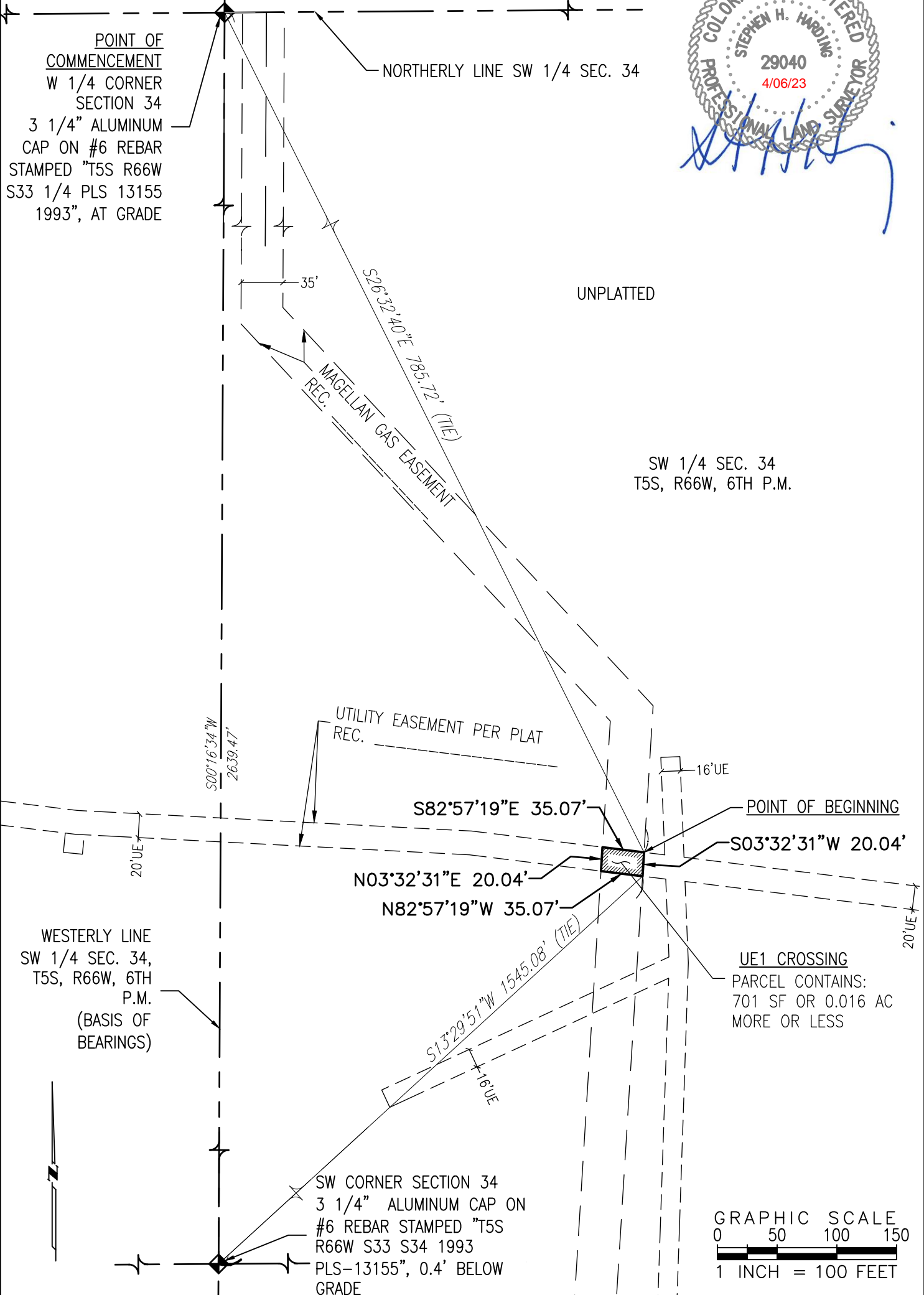


POINT OF COMMENCEMENT
 W 1/4 CORNER SECTION 34
 3 1/4" ALUMINUM CAP ON #6 REBAR
 STAMPED "T5S R66W S33 1/4 PLS 13155 1993", AT GRADE

NORTHERLY LINE SW 1/4 SEC. 34

UNPLATTED

SW 1/4 SEC. 34
 T5S, R66W, 6TH P.M.



DRAWN BY: JTH APPROVED BY: SLG3 JOB NO: 12187.61 DATE: 12/21/2022 PAGE 2 OF 2

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN 3 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.



EXHIBIT B9 LEGAL DESCRIPTION

DE1 CROSSING

AN EASEMENT LYING IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 34, BEARING SOUTH 00°16'34" WEST, A DISTANCE OF 2639.47 FEET (ASSUMED), FROM THE WEST QUARTER CORNER OF SAID SECTION 34 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 1/4 PLS 13155 1993", AT GRADE, TO THE SOUTHWEST CORNER OF SAID SECTION 34 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 S34 1993 PLS-13155", 0.4' BELOW GRADE;

COMMENCING AT SAID WEST QUARTER CORNER OF SECTION 34;

THENCE SOUTH 19°05'35" EAST A DISTANCE OF 1084.79 FEET TO THE INTERSECTION OF THE EAST LINE OF A 35 FOOT WIDE MAGELLAN GAS EASEMENT AS RECORDED AT REC. _____ AND THE NORTHEAST LINE OF A 30 FOOT WIDE DRAINAGE EASEMENT AS RECORDED IN PRAIRIE POINT SUBDIVISION FILING 1 AT REC: _____, ALSO BEING THE POINT OF BEGINNING.

THENCE SOUTH 03°32'31" WEST ALONG SAID EAST LINE A DISTANCE OF 32.46 FEET TO THE INTERSECTION OF THE SOUTHWEST LINE OF SAID 30 FOOT WIDE DRAINAGE EASEMENT AND SAID EAST LINE, WHENCE SAID SOUTHWEST CORNER OF SECTION 34 BEARS SOUTH 13°00'41" WEST A DISTANCE OF 1623.62 FEET;

THENCE ALONG SAID SOUTHWEST LINE NORTH 64°00'59" WEST, A DISTANCE OF 37.87 FEET TO THE INTERSECTION OF THE WEST LINE OF SAID 35 FOOT WIDE MAGELLAN GAS EASEMENT AND SAID SOUTHWEST LINE;

THENCE ALONG SAID WEST LINE NORTH 03°21'31" EAST, A DISTANCE OF 32.64 FEET TO THE INTERSECTION OF THE NORTHEAST LINE AND SAID WEST LINE;

THENCE ALONG SAID NORTHEAST LINE SOUTH 64°00'59" EAST, A DISTANCE OF 37.87 FEET TO THE POINT OF BEGINNING.

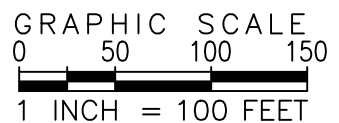
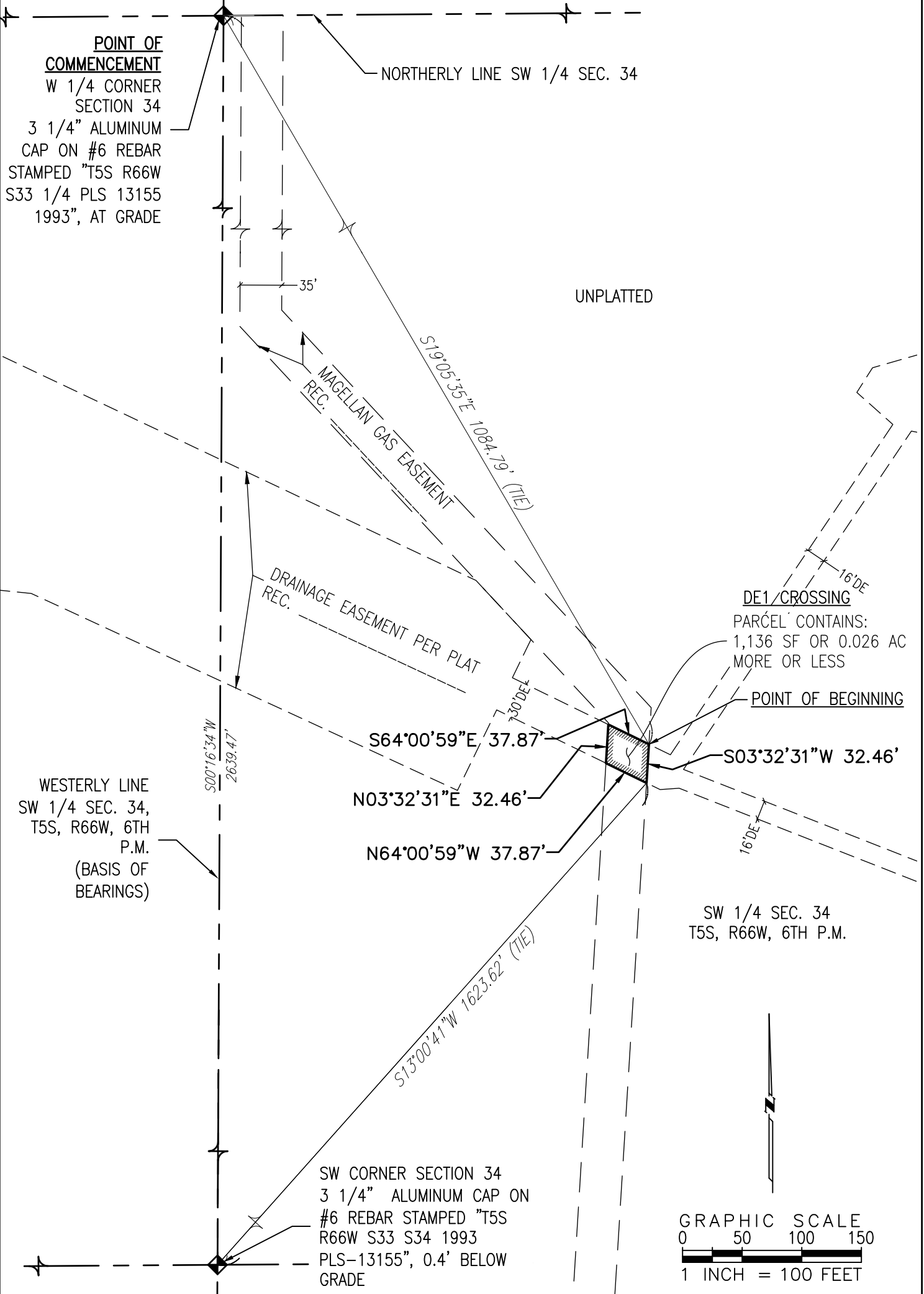
SAID EASEMENT CONTAINS 1,136 SQUARE FEET
OR 0.026 ACRE, MORE OR LESS.

PREPARED BY:
STEPHEN H. HARDING, PLS
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.

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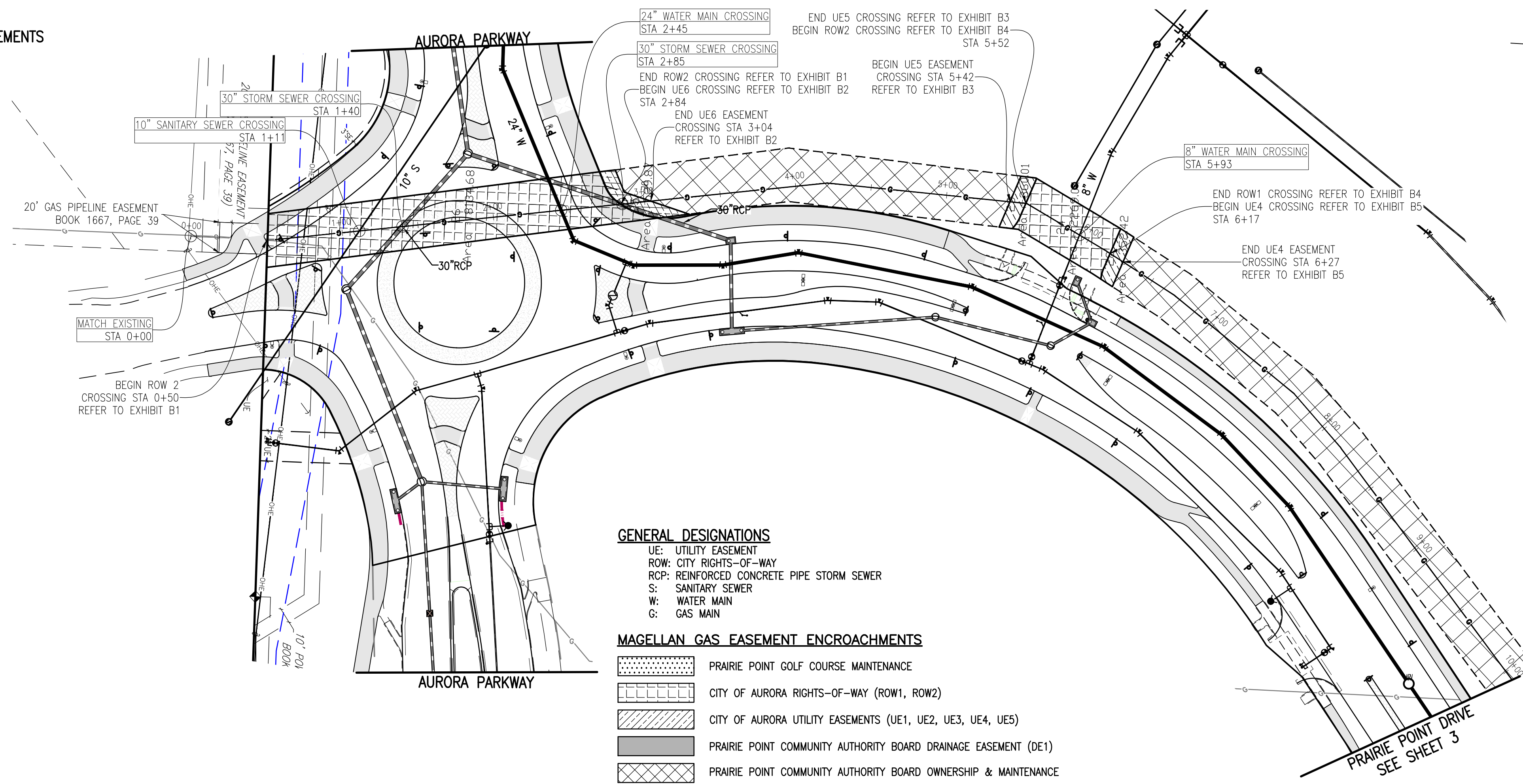
EXHIBIT B9



DRAWN BY: JTH APPROVED BY: SLG3 JOB NO: 12187.61 DATE: 12/20/2022 PAGE 2 OF 2

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN 3 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.

Exhibit B
ENCROACHMENT IMPROVEMENTS



GENERAL DESIGNATIONS

- UE: UTILITY EASEMENT
- ROW: CITY RIGHTS-OF-WAY
- RCP: REINFORCED CONCRETE PIPE STORM SEWER
- S: SANITARY SEWER
- W: WATER MAIN
- G: GAS MAIN

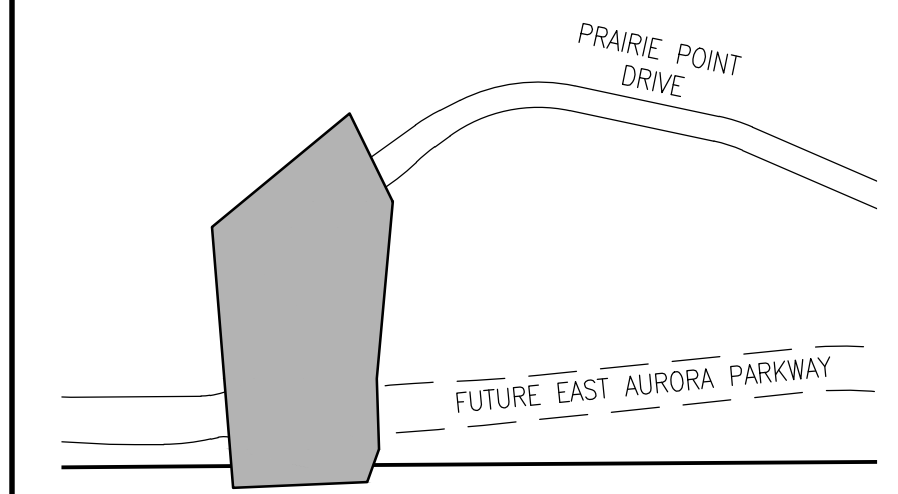
MAGELLAN GAS EASEMENT ENCROACHMENTS

- PRAIRIE POINT GOLF COURSE MAINTENANCE
- CITY OF AURORA RIGHTS-OF-WAY (ROW1, ROW2)
- CITY OF AURORA UTILITY EASEMENTS (UE1, UE2, UE3, UE4, UE5)
- PRAIRIE POINT COMMUNITY AUTHORITY BOARD DRAINAGE EASEMENT (DE1)
- PRAIRIE POINT COMMUNITY AUTHORITY BOARD OWNERSHIP & MAINTENANCE

MAGELLAN GAS LINE

KEY MAP

1"=500'



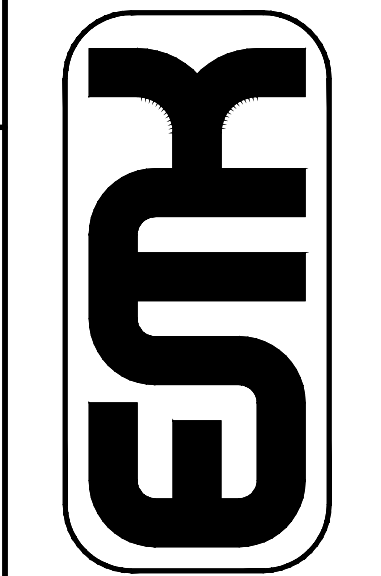
UTILITY LEGEND

PROPOSED	DESCRIPTION	EXISTING
	SANITARY SEWER & MANHOLE	
	SANITARY SEWER SERVICE	
	BUTTERFLY VALVE, WATER MAIN, FIRE HYDRANT, GATE VALVE, REDUCER, & CROSS	
	CHECK VALVE, AIR RELEASE VALVE, PRESSURE REDUCING VALVES	
	BENDS W/THRUST BLOCK & PLUG W/ BLOWOFF	
	WATER SERVICE, METER	
	FIRE SERVICE	
	GAS LINE	
	STORM SEWER, INLET, MANHOLE, & FLARED END SECTION	
	STREET LIGHTS	

UTILITY PLAN VIEW LABELING
 8"x22.5" BEND 3+17 < UTILITY STATIONING
 STA 14+36 3.6'L < STREET CENTERLINE STATION & OFFSET

UTILITY PROFILE VIEW LABELING
 8"x22.5" BEND 3+17 < UTILITY STATIONING
 TOP=5692.3 < TOP OF PIPE ELEVATION

EMK CONSULTANTS, INC.
 LAND DEVELOPMENT
 ENGINEERING SURVEYING
 7006 SOUTH ALTON WAY, BLDG. F
 CENTENNIAL, COLORADO 80112-2019
 (303)694-1520
 WWW.EMKCO.COM



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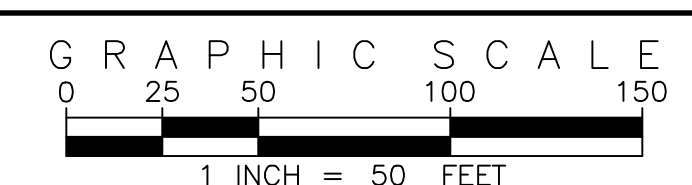
811 Know what's below. Call before you dig.

BENCHMARK
 CITY OF AURORA BENCHMARK 5566333600Z (F&A ZD-060)
 3 INCH DIAMETER BRASS CIP ON 30 INCH LONG STEEL PIPE IN CONCRETE
 APPROXIMATELY 100 FEET WEST AND 22.7 FEET WEST OF
 EAST WEST 4 STRAND BARBER WIRE FENCE AND 27.7 FEET WEST
 EAST 1/4 SECTION 33, T5S, R66W NAD 88 ELEVATION 5661.04

UTILITY NOTES

- UNLESS OTHERWISE NOTED, ALL SANITARY SEWER MATERIALS, MANUFACTURING OPERATIONS, TESTING AND INSPECTION OF PVC SEWER PIPE SHALL BE IN CONFORMITY WITH THE REQUIREMENTS OF ASTM D3034-SDR35 FOR 4 INCH TO 15 INCH PVC. ALL BEDDING SHALL BE CLASS B ALTERNATE UNLESS OTHERWISE NOTED.
- RESTRAINED JOINTS FOR SANITARY SEWER SHALL BE IN CONFORMANCE WITH SECTION 203.4 OF THE CITY OF AURORA STANDARDS AND SPECIFICATIONS REGARDING WATER, SANITARY SEWER AND STORM DRAINAGE INFRASTRUCTURE.
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- SEE EDGE DRAIN INLET CONNECTION DETAIL 405-1 WATER, SANITARY SEWER & STORM DRAINAGE INFRASTRUCTURE STANDARDS & SPECIFICATIONS. ALSO SEE DETAIL S1.19, ROADWAY DESIGN & CONSTRUCTION SPECIFICATIONS

NO.	DESCRIPTION	DATE	BY

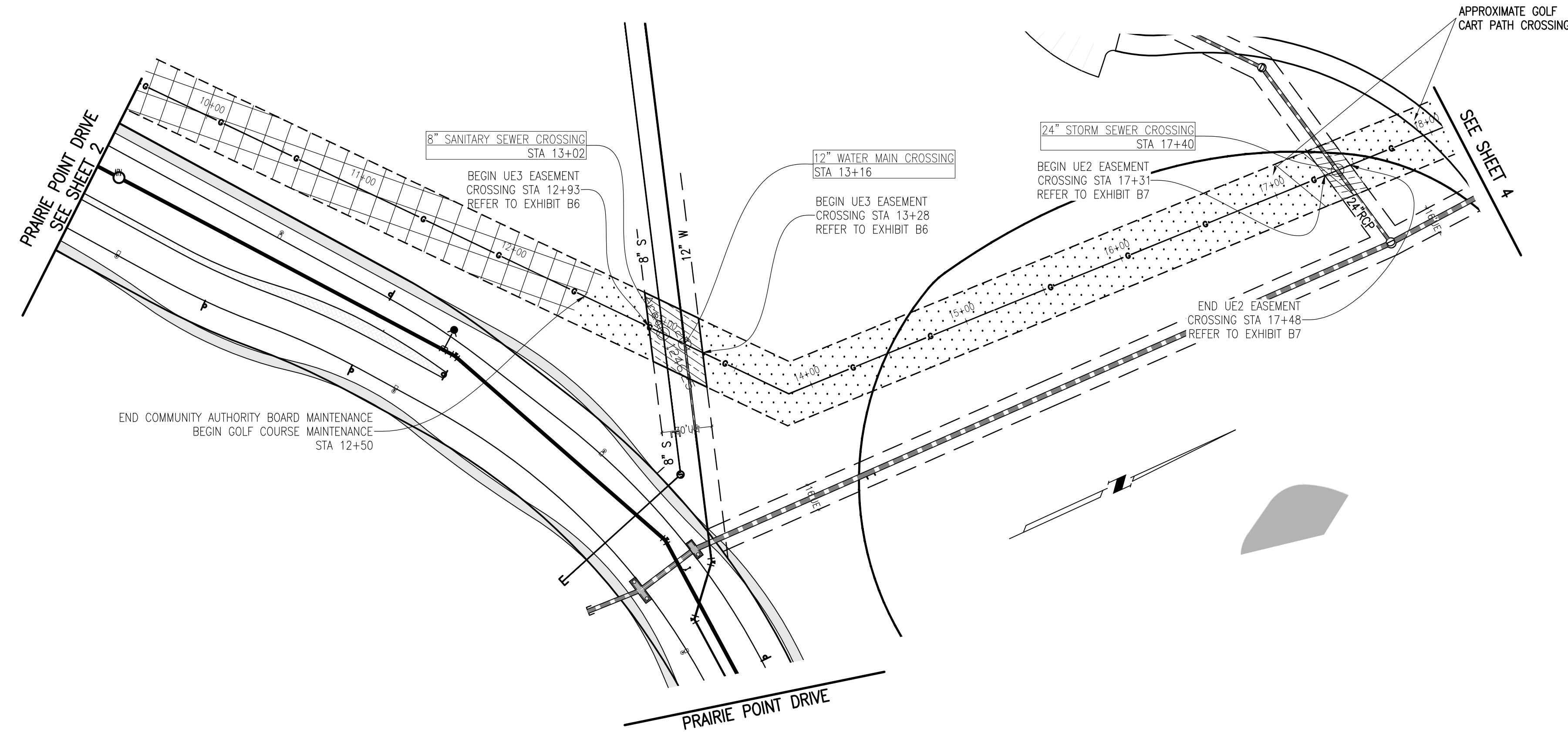


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 PHONE (303) 877-7198

APPLICANT/OWNERSHIP
 CLAYTON PROPERTIES GROUP II, INC.
 4908 TOWER ROAD
 DENVER, CO 80249
 (303) 486-8500
 CONTACT: DAVE CARRO

PRAIRIE POINT WEST INFRASTRUCTURE	DESIGNED BY: JW	CHECKED BY: JS	DATE: 04/06/2023
	DRAWN BY: BOM	APPROVED BY: BOM	JOB NO: 12187.61
	SCALE HORIZONTAL 1" = 50' VERTICAL 1" = 5'		2 of 4

Exhibit B
ENCROACHMENT IMPROVEMENTS



GENERAL DESIGNATIONS

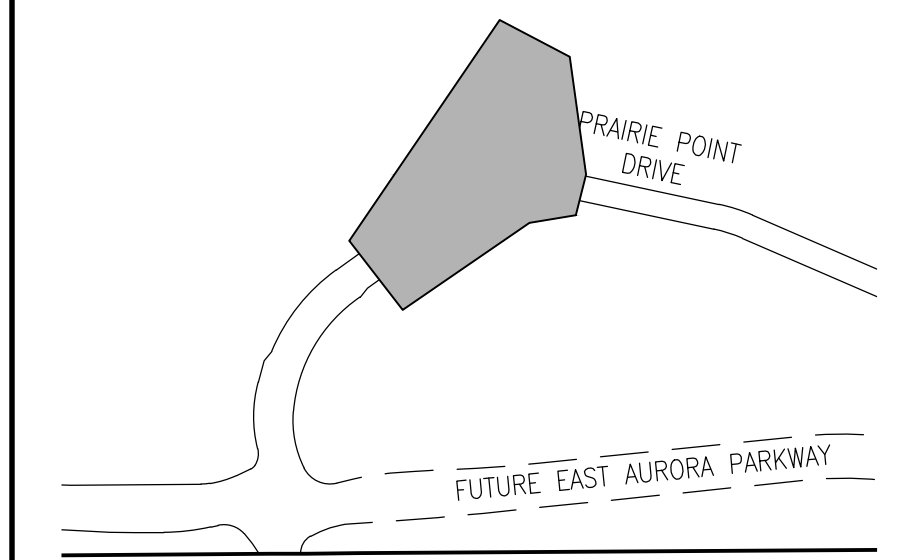
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MAGELLAN GAS LINE

KEY MAP
1"=500'



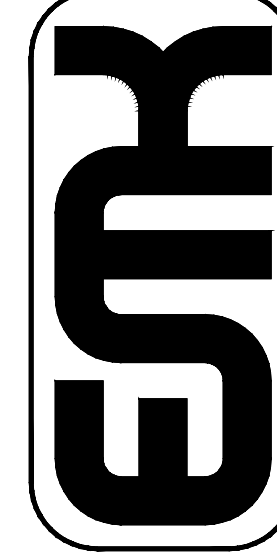
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	FIRE SERVICE	
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	STREET LIGHTS	

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(303)694-1150
WWW.EMKCONS.COM



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Know what's below. Call before you dig.

BENCHMARK
CITY OF AURORA BENCHMARK 556633NE02Z (F&A ZD-060)
3 INCH DIAMETER BRASS CIP ON 30 INCH LONG STEEL PIPE IN CONCRETE.
APPROXIMATE LOCATION: 50 FEET WEST OF EAST WEST 4 STRAND BARBER WIRE FENCE AND 22.7 FEET WEST EAST 1/4 SECTION 33, T5S, R66W NAD 88 ELEVATION 5861.04

UTILITY NOTES

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NO.	REVISIONS	DATE



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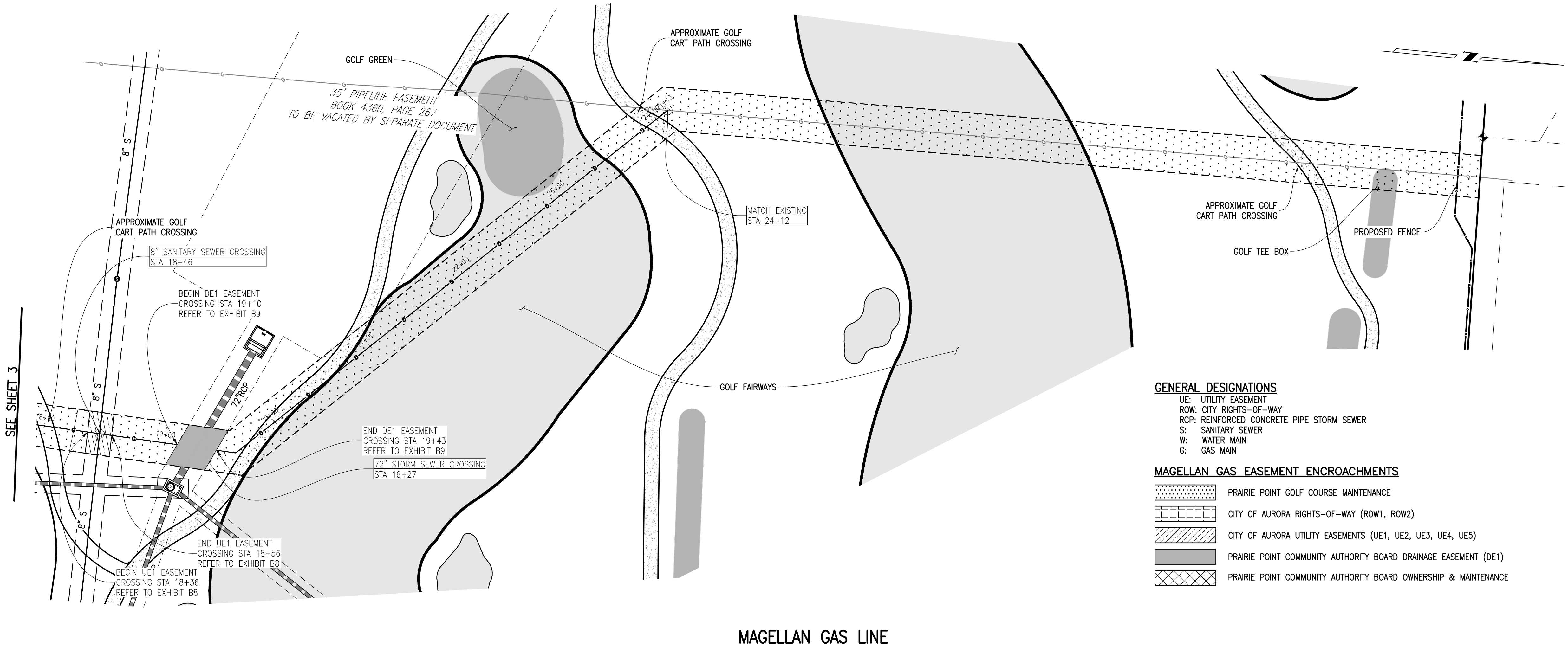
DESIGNED BY: JW
DRAWN BY: JS
CHECKED BY: BOM
APPROVED BY: BOM

PRAIRIE POINT WEST INFRASTRUCTURE

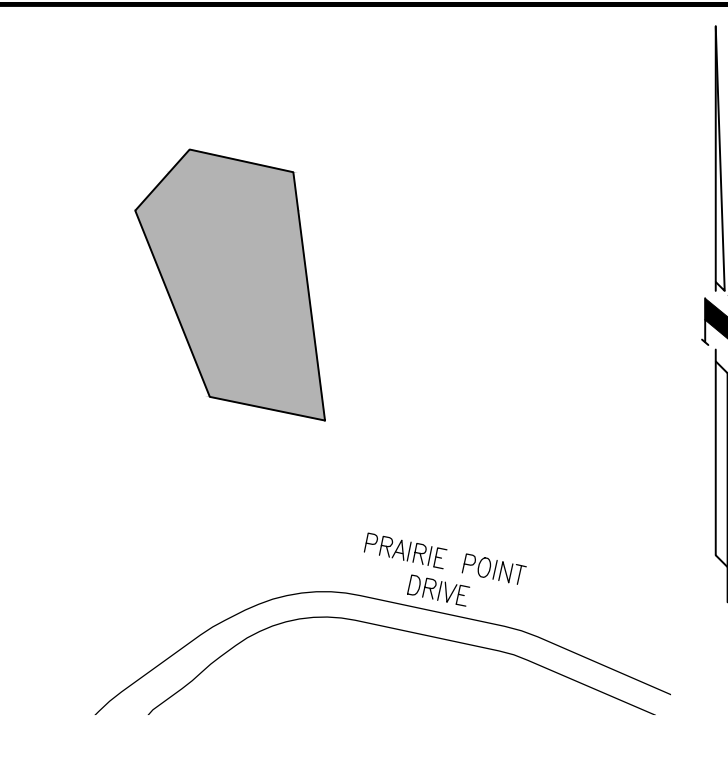
MAGELLAN GAS

DATE: 04/06/2023
JOB NO: 12187.61
SCALE
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'
3 of 4

Exhibit B
ENCROACHMENT IMPROVEMENTS



KEY MAP
1"=500'



UTILITY LEGEND

PROPOSED	DESCRIPTION	EXISTING
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TOP=5692.3 < TOP OF PIPE ELEVATION

GENERAL DESIGNATIONS

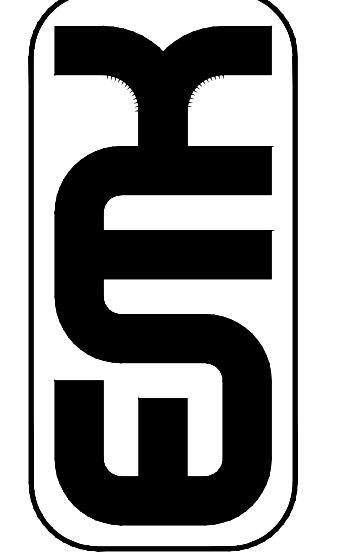
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MAGELLAN GAS LINE

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BENCHMARK
CITY OF AURORA BENCHMARK 556633NE002 (P&A ZD-060)
3 INCH DIAMETER BRASS CIP ON 30 INCH LONG STEEL PIPE IN CONCRETE.
APPROXIMATE LOCATION: 50 FEET WEST OF WEST LINE OF
EAST WEST 4 STRAND BARBER WIRE FENCE AND 22.7 FEET WEST
EAST 1/4 SECTION 33, T5S, R66W NAD 88 ELEVATION 5661.04

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PRAIRIE POINT WEST INFRASTRUCTURE
MAGELLAN GAS
DATE: 04/06/2023
JOB NO: 12187.61
SCALE
HORIZONTAL 1" = 50'
VERTICAL 1" = 5'
4 of 4

EXHIBIT “C”

GENERAL ENCROACHMENT REQUIREMENTS

{00097130.1}

<p>MAGELLAN PIPELINE COMPANY, L.P.</p> <p>General Encroachment Requirements</p> <p>A. GENERAL - These requirements define the minimum standards of practice for encroachments by a landowner (including any developer, business entity, utility company or individual working for, or on behalf of, or with permission of landowner) (herein referred to collectively as "Owner") to pipeline corridors and rights of way ("Magellan's Easement Tract") owned or operated by Magellan Pipeline Company, L.P. ("Magellan"). Upon written request by Owner to Magellan, a copy of these minimum requirements shall be provided to any developer, business entity, utility company or individual working on behalf of Owner or with the permission of Owner within Magellan's Easement Tract. Specific circumstances may require additional precautions or more stringent methods in order to protect the integrity of Magellan's pipelines and facilities. Magellan's Easement Tract for purposes of these General Encroachment Requirements shall be considered to be any area within fifty (50) feet of any Magellan pipeline or other Magellan-owned or operated facility unless a different right of way width is specified by one or more recorded right of way or easement documents (herein collectively called "Easement"), whether one or more, in which case such specified width shall define Magellan's Easement Tract.</p> <p>1. Encroachment Definition. An "encroachment" is any use of the land within Magellan's Easement Tract which could interfere with Magellan's Easement rights or which could create safety concerns for Magellan pipelines and/or facilities located on Magellan's Easement Tract. Encroachments include, but are not limited to: structures, fixtures, personal property, landscaping, foreign utilities, foreign pipelines, roadways, railroads, waterway crossings, water impoundments, walls, heavy equipment and heavy loads on Magellan's Easement Tract, and also any excavation, digging, drilling, tunneling and addition, removal or disturbance of soil or subsoil within Magellan's Easement Tract.</p> <p>2. Magellan Representative Required On-Site. Magellan pipeline systems operate at high pressures, and for safety reasons, Magellan requires its company representatives to be on-site while Owner is excavating or performing other activities which could endanger the Magellan pipelines or other facilities on</p>	<p>Magellan's Easement Tract. For other activities of the Owner on the Magellan Easement Tract, the Magellan field representative shall determine whether Magellan's continuous presence or periodic monitoring of encroachment activities will be required and shall inform the Owner. A Magellan representative will be made available upon 48 hours notice (exclusive of weekends and holidays) to determine the location and approximate depth of any Magellan pipelines. No excavation shall be commenced without prior written approval from Magellan and verification by Magellan of the location and approximate depth of its pipelines.</p> <p>3. Magellan's Facilities. Magellan's facilities include, but are not limited to, Easement, rights of way, pipelines, meter and valve sites, aboveground piping manifolds and cathodic protection systems.</p> <p>4. Land Use Change - Notification. The landowner and tenant, if any, must notify Magellan at any and every time when the land use will be changed for land on or adjacent to Magellan's Easement Tract. Examples of such land use changes are:</p> <ul style="list-style-type: none"> • Change from pasture to cultivation • Change in depth of tilling (e.g. plowing deeper or deep-breaking the land) • Change in that terraces will be cut or re-cut • Change from agricultural use to residential, commercial or industrial use. • Change from residential to commercial or from commercial to industrial. <p>5. Governmental Regulations and Industry Guidelines. Owner must comply with all applicable laws and regulations, as well as Magellan's policies as expressed herein. Owner is also hereby referred to the Common Ground Alliance Best Practices which can be found on the web site: www.commongroundalliance.com (See "Program Information" / "Best Practices") and which is available from Common Ground Alliance in booklet form for easy reference. Best Practices addresses the most common issues for damage prevention for an encroaching party, including, among others: Planning and Design; One-Call Center; Locating and Marking; Excavation; and Mapping. In the event of a conflict between laws and regulations, Magellan's policies and the Common Ground Alliance Best Practices, the following priority shall govern encroachments on Magellan's Easement Tract: 1st -- laws and regulations; 2nd -- Magellan policies; and 3rd -- Common Ground Alliance Best Practices.</p>	<p>B. MAGELLAN RIGHT OF WAY PRACTICE</p> <p>1. Personal Property and Fixtures To Be Kept Off of Magellan's Easement Tract. In order to keep Magellan rights of way clear for operations, maintenance, inspection and emergency access, personal property and fixtures shall not be placed, stored or maintained on Magellan's Easement Tract. Personal property and fixtures include, but are not limited to, storage sheds, automobiles, trailers, mobile homes, above-ground swimming pools, business equipment, product inventory, scrap metal, boulders, large rocks, debris, junk and piles of materials.</p> <p>2. Encroachments Subject to Being Cleared from Magellan's Easement Tract. Subject to the terms of its Easement (including right of way agreement[s] and other written agreements) , Magellan may keep Magellan's Easement Tract clear of items that may hinder the exercise of Magellan's rights to construct, operate, inspect, maintain, repair and access its pipelines and other facilities. Clearing of the Magellan's Easement Tract shall include, but not be limited to the following: removal of trees, brush, crops, other vegetation and non-permitted encroachments located on or overhanging all or part of any Magellan's Easement Tract. Trees or other vegetation overhanging Magellan's Easement Tract may be side-trimmed.</p> <p>C. ENCROACHMENT PLANNING</p> <p>1. Plan Review Required by Magellan. For any encroachment, Magellan must be provided project plans to review and approve, <i>prior to the encroachment occurring</i>, for purposes of damage prevention.</p> <p>2. Submission of Complete Plans. Owner must submit complete plans to Magellan for review. Incomplete plans could delay Magellan's engineering impact study and insufficient information could result in increased costs. Plans must include:</p> <ul style="list-style-type: none"> • A plan view of the project with the pipeline(s) location included. • An illustration in profile of the existing surface elevations, the proposed surface elevations and the elevation of the Magellan pipeline(s). • A comprehensive utility /structure /grading plan depicting the relationship to the pipeline(s). • A proper legal description of the project location. • Complete landscaping plans. • Complete plans for backfilling and compaction of backfill material. <p>3. Plans Must Show Magellan's Easement Tract, Pipelines and Facilities. All construction plans (prints) showing lands where all or any part of Magellan's Easement Tract, any Magellan pipeline or facility is located must contain the</p>	<p>following:</p> <ul style="list-style-type: none"> • Location and depth of all Magellan pipelines and facilities • The width of Magellan's Easement Tract • A standard warning statement <i>conspicuously displayed</i> containing the following language: <p style="text-align: center;">WARNING HIGH-PRESSURE PIPELINE(S) <i>Excavation and/or Construction Prohibited Without compliance with State One-Call AND Without Written Permission From MAGELLAN PIPELINE COMPANY, L.P.</i></p> <p>4. Written Encroachment Agreement Required. A written, fully executed Encroachment Agreement must be in place between Magellan and Owner before Owner commences work on any encroachment.</p> <p>5. Costs. Unless otherwise agreed in writing, all costs to Magellan that result from any encroachment should be paid by Owner. Such costs shall include, but not be limited to: modification, replacement, lowering, and protection of pipelines, including engineering evaluation and design, field labor and real estate research and document preparation and handling.</p> <p>6. Pipeline Integrity Inspection. Prior to the installation of any structure, parking lot, roadway or other facility which might interfere with or hinder Magellan's inspection of any pipeline or facility, Magellan will perform an integrity review of its pipeline and any other assets which may be affected by the proposed structure, parking lot, roadway or other encroaching facility in order to determine that Magellan's assets comply with integrity requirements and to allow Magellan to make any needed changes prior to construction of any encroachments.</p> <p>7. Soil On Magellan's Easement Tract -- Removing and Adding. No soil shall be removed from or added to Magellan's Easement Tract without written authorization from Magellan. Any soil added must be clean (without contaminants, trash or debris) fill dirt and must be <i>limited in amount</i> so that the</p>	<p>resulting cover (vertical distance from the surface of the land to the top of Magellan's pipeline) is not greater than eight feet (8').</p> <p>8. Erosion Control Materials. Erosion-control materials may be allowed on Magellan's Easement Tract for temporary periods of construction and restoration.</p> <p>9. Proof of Title to Property. Magellan may require Owner to provide proof of current ownership of the land where the proposed encroachment is to be located. Such proof may be in the form of a Title Commitment, Title Policy, or a copy of a recorded Warranty Deed.</p> <p>10. Subdivision Plat. Magellan requires a copy of the Subdivision Plat, if applicable. If the plat has been recorded, Magellan requires a copy indicating the book and the page of the recording.</p> <p>11. Location and Approximate Depth of Pipelines. A Magellan representative is normally available with 48 hours notice (exclusive of weekends and holidays) to determine the location and approximate depth of the pipeline(s). Determining actual depths of pipelines may require pot-holing or hand-digging by, and at the expense of Owner in the presence of an authorized Magellan representative. No excavation on Magellan's Easement Tract shall take place without approval by Magellan.</p> <p>12. Vertical Separation Between Magellan Pipeline or Facility and an Encroaching Object or Structure. Vertical separation is defined in this document as the vertical distance between the outermost part of a Magellan pipeline, facility or appurtenance (for example, the outside of the pipe [for uncased pipe] or the outside of the pipe casing [for cased pipe]) and the outermost part of the encroaching object (for example, the outside of the encroaching pipeline or the outside of its conduit).</p> <p>13. Construction Equipment Information. Owner shall provide to Magellan information as to the type, size, and weight of construction equipment that will be used over or in the vicinity of the pipeline(s).</p> <p>D. ENCROACHMENT DESIGN REQUIREMENTS & STANDARDS</p> <p>1. Risk of Loss and Damage. Owner shall bear the risk of loss, damage and/or destruction to any structure, fence, landscaping or improvement placed within the boundaries of Magellan's Easement Tract and shall hold Magellan harmless</p>
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EXHIBIT "C" TO ENCROACHMENT AGREEMENT,

<p>for damages, destruction of structures and for any consequential damages which may arise out of Magellan or its designees exercising Magellan's Easement rights or which may arise out of accessing Magellan's Easement Tract, pipelines or facilities.</p> <p>2. Buildings, Structures and Fences.</p> <p>a. Buildings and Structures. No buildings, houses, barns, garages, patios, playhouses, sheds, septic systems or drain fields, swimming pools (above-ground or below-ground), reinforced concrete slabs or other similar structures will be permitted on the Magellan's Easement Tract.</p> <p>b. Septic System not permitted. No septic-system, including any lateral lines will be permitted on Magellan's Easement Tract.</p> <p>c. Retaining Walls. Retaining walls are not permitted on Magellan's Easement Tract.</p> <p>d. Fences. No fence shall be constructed or maintained on Magellan's Easement Tract without a written agreement.</p> <p>e. Requirements for Fences. If fencing on Magellan's Easement Tract is authorized by a written agreement with Magellan, the fencing must comply with the following:</p> <ol style="list-style-type: none"> 1) Not Parallel to Pipeline. No fence shall be allowed to be constructed parallel closer than 10 feet to any Magellan pipeline, within the boundaries of Magellan's Easement Tract. 2) Fence Posts Location. No fence posts will be allowed to be within five (5) feet of any Magellan pipeline or facility. 3) Gates Required. Magellan may require any fence constructed within the boundaries of Magellan's Easement Tract to have gates of such size and suitability as is necessary or convenient for Magellan to access its pipelines and/or facilities for its operations, including inspections, at each point where the fence crosses a Magellan pipeline or facility boundary. Magellan shall be allowed to put a Magellan lock on such gates, which will allow access to Magellan's Easement Tract and/or facilities through such gates. 4) Angle of Fence Crossing. It is preferred that fence crossings be as close to 90 degrees as possible. <p>3. Landscaping, Elevation Changes and Water.</p> <p>a. Landscaping Definition. Landscaping shall include, but not be limited to, trees, shrubs, underground irrigation or sprinkler systems, sidewalks or other paths, retaining walls, terraces or other land grade changes, within</p>	<p>Magellan's Easement Tract.</p> <p>b. General Landscaping Requirements. The following are the general rules for landscaping on Magellan's Easement Tract:</p> <ol style="list-style-type: none"> 1) Written Approval. Landscaping proposed to be done on Magellan's Easement Tract must be approved by Magellan in a written encroachment agreement. Among other terms, the encroachment agreement will release Magellan from any liability for damages to the landscaping from the exercise of Magellan's Easement rights. 2) Trees Not Permitted. Trees are not permitted on Magellan's Easement Tract. 3) Shrubs. Shrubs exceeding 3 feet in height and/or obstructing the view of any Magellan pipeline marker posts are not permitted on Magellan's Easement Tract. 4) Irrigation Systems, Field Drain Lines, and Sidewalks. Irrigation systems, field drain lines and sidewalks that are to cross a Magellan pipeline must cross such pipeline at an angle as close to 90 degrees as possible, but in no event at an angle less than 45 degrees and must comply with other applicable provisions of this document. <p>c. No Water Bodies on Magellan's Easement Tract. Retention of water, including but not limited to, Livestock ponds, lakes, retention ponds, or wetlands may not be constructed or formed on Magellan's Easement Tract.</p> <p>d. Surface Grade and Elevation Changes. Surface grade or elevation changes must be reviewed and approved in writing by Magellan.</p> <p>4. Foreign Pipeline & Utility Crossings. No foreign pipelines or utility lines of any type shall be allowed to be constructed parallel to any Magellan pipeline within the boundaries of Magellan's Easement Tract.</p> <p>a. Minimum Angle for Pipeline/Utility Crossing. Any foreign pipeline or utility that is proposed to cross a Magellan pipeline must cross the Magellan pipeline at an angle as close to 90 degrees as possible, but in no event at an angle less than 45 degrees.</p> <p>b. Vertical Separation Requirements for Crossing. Foreign pipeline(s), utilities (except high-voltage lines – see below) or flow lines should cross Magellan pipeline(s) with at least 24 inches of vertical separation. Special written authorization must be given in the event vertical separation is less than that specified in these General Encroachment Requirements. The preferred method for a foreign pipeline or utility to cross a Magellan pipeline is to cross below the Magellan pipeline.</p> <p>c. Warning Tape Required. When any foreign pipeline or utility line is proposed to cross a Magellan pipeline, Owner must place 6" wide McMaster-Carr No. 8288T12 or equal within Magellan's Easement Tract</p>	<p>in the following manner:</p> <ol style="list-style-type: none"> The tape must be placed directly over (parallel to) and at least 15 inches above the foreign line for the entire distance that it occupies Magellan's Easement Tract. Additionally, the tape must be placed directly over (parallel to) and at least 15 inches above each Magellan pipeline that is crossed for a minimum distance which is the greater of: <ol style="list-style-type: none"> a minimum distance of 20 feet on each side of the Magellan pipeline, or across the entire width of Magellan's Easement Tract The placement of warning tape on each side of <i>Magellan</i> pipeline(s) will not be required for utility cables that are installed using the directional drill or jacking method. <p>d. Crossings By Metal Pipelines or Conduits. Metallic pipe crossing Magellan pipeline(s) may require Magellan to perform a cathodic protection interference survey. If interference with Magellan's cathodic protection system is detected and remediation is necessary, Owner agrees to cooperate with Magellan and to make necessary adjustments in Owner's interfering metallic pipe or other remediation to correct such interference problem insure that the Magellan cathodic protection system is operating properly.</p> <p>e. Crossing Requirements. Electrical, fiber optic, local service communication, long distance carrier telephone, and utility cables should cross Magellan pipeline(s) with a minimum of 24-inches of vertical separation. All such lines must be covered with a Concrete Slab for the full width of the Easement Tract, if requested by Magellan. If such lines have an exposed concentric neutral, a test point from the ground wire shall be installed by the power company.</p> <p>f. Crossing Requirements For Lines Going Over a Magellan Pipeline. In the event the electrical, fiber optic, local service communication, long distance carrier telephone, and utility cables cable crosses <i>over</i> a Magellan pipeline, such line shall be encased in red concrete across the full width of Magellan's Easement Tract, unless a variance is granted by Magellan, as set forth below.</p> <p>g. Written Authorization for Variance. Owner must have written authorization from Magellan for any variance from the vertical separation requirements listed above and/or for any variance from the requirement for</p>	<p>encasement of high-voltage electrical lines in red concrete.</p> <p>h. Utility Poles and Guy Anchors. Utility poles and guy anchors shall not be placed on Magellan's Easement Tract without a written agreement. With a written agreement, poles and anchors may be placed no closer than 20 feet to any Magellan pipeline. Poles shall not be allowed to run parallel to a Magellan pipeline within the Magellan Easement Tract.</p> <p>i. Directional Drilling / Boring.</p> <ol style="list-style-type: none"> Prior to commencing any horizontal directional drilling, Owner shall submit plans showing procedure and material descriptions for Magellan's approval. The plans and description shall include, but not be limited to the following: <ul style="list-style-type: none"> • Profile and plan showing location of entry and exit points • Work space required to perform the work • Mud containment and disposal sites Owner shall positively locate and stake the location of Magellan's existing pipelines and other underground facilities, including exposing any facilities located within 10 feet of the designed drilled path. Prior to commencing drilling operations, Owner shall modify drilling practices and down-hole assemblies to prevent damage to Magellan's existing pipelines and other facilities. Owner shall be responsible for losses and repairs occasioned by damage all Magellan pipelines and other facilities resulting from drilling or boring operations. At all times, Owner shall provide and maintain instrumentation to document and accurately locate the pilot hole and the drill bit, to measure drill-string axial and torsional loads, and to measure drilling fluid discharge rate and pressure. At Magellan's request, Owner shall promptly provide Magellan with reasonable access to information and readings provided by these instruments, including copies of any written documentation. <p>4) Pilot Hole.</p> <ul style="list-style-type: none"> The pilot hole shall be drilled along the path shown in the plan and profile drawings. No pilot hole shall be made that will result in any of the encroaching utility being installed in violation of laws and regulations or of Magellan's requirements described herein. However, safety for any adjacent utilities and/or structures is of utmost importance. Therefore, the listing of separation distances or tolerances herein does not relieve Owner from responsibility for safe operations or for damage to adjacent utilities and structures. If tolerances are not specified in the plan and profile drawings, the pilot hole shall have the following tolerances: 	<ul style="list-style-type: none"> Elevation of +0 feet and -15 feet Alignment of +/-20 feet as long as it does not come to within 10 feet of Magellan's pipeline Initial penetration of ground surface at exact location shown in the plan and profile drawings Final penetration of the ground surface within +/-10 feet of the alignment and within +30 feet and -0 feet of the length shown in the plan and profile drawings Curves shall be drilled at a radius equal to or greater than that specified in the plan and profile drawings. The drilled radius will be calculated over any 3 joints (range 2 type drill pipe) segment using the following formula: Rdrilled = (Ldrilled/Aavg) x 180/π Where: Rdrilled = drilled radius over Ldrilled Ldrilled = length drilled; no less than 75 feet and no greater than 100 feet Aavg = total change in angle over Ldrilled <p>• At the completion of the pilot-hole drilling, Owner shall provide to Magellan a tabulation of horizontal and vertical coordinates, referenced to the drilled entry point, which accurately describe the location of the pilot hole.</p> <p>5) Drilling Fluids.</p> <ul style="list-style-type: none"> The composition of drilling fluids proposed for use shall comply with all applicable laws and regulations. Owner is responsible for obtaining, transporting and storing any water required for drilling fluids. Disposal of drilling fluids and drill cuttings shall be Owner's responsibility and shall be conducted in compliance with applicable laws and regulations. Drilling fluid shall <i>not</i> be disposed of by placing fluids on or under the surface of Magellan's Easement Tract. Owner shall employ best efforts to maintain full annular circulation of drilling fluids. Drilling fluid returns at locations other than entry and exit points shall be minimized. If annular circulation is lost, Owner shall take steps to restore circulation. If inadvertent surface returns of drilling fluids occur, they shall be immediately contained with hand-placed barriers (e.g., hay bales, sand bags, silt fences, etc.) and collected using pumps as practical. If the amount of surface return is not great enough to allow practical collection, the affected area will be diluted with fresh water and the fluid will be allowed to dry and dissipate naturally. If
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<p>the amount of surface return exceeds that which can be contained with hand-placed barriers, small collection sumps (less than 5 cubic yards) may be used unless permits or other regulations prohibit the use of collection sumps. If the amount of surface return exceeds that which can be contained and collected using barriers or small sumps, or if the return of drilling fluids occurs in the body of water proper, drilling operations will be suspended until surface return volumes can be controlled.</p> <p>6) As-Built Drawing. Owner shall provide to Magellan an as-built plan and profile drawing of the drilled crossing showing the location of the new crossing as well as the location of Magellan's pipeline.</p> <p>5. Roadway, Driveway, Railroad and Equipment Crossings. No roadway, driveway, railroad or equipment crossings of any type shall be allowed to be constructed parallel to any Magellan pipeline within the boundaries of Magellan's Easement Tract.</p> <p>a. Pipeline Integrity Inspection. A pipeline integrity review shall be performed by Magellan as described in provision "6" under "C. Encroachment Planning" (above).</p> <p>b. Load Bearing and Stress Limit Requirements. Prior to any road, driveway, rail bed or equipment crossing construction, Magellan's engineer must determine whether the proposed compacted cover meets load-bearing requirements and provides adequate protection to limit stress on Magellan's pipeline or other facilities and must advise Owner of any additional requirements necessary to provide adequate protection.</p> <p>c. No Crossing Over Pipeline Bend. Paved surfaces or rail beds shall not be allowed to cross a pipeline bend (point of inflection).</p> <p>d. Minimum Angle of Crossing. Crossings should be as close to 90 degrees to Magellan pipeline(s) as possible, but not less than 30 degrees.</p> <p>e. Pipeline Casing Issues. Magellan prefers that cased roadway and railroad crossings no longer be installed. If the carrier pipe under roadways and railroads requires adjustment or relocation, then instead of using casing, the carrier pipe will consist of extra strength material or heavier wall thickness to accommodate the additional longitudinal stress due to external loads. If a road or railroad crossing currently uses casing and the road or railroad is being widened and no other adjustment or relocation of the carrier pipe is required, then Magellan may elect to extend the casing pipe on the existing crossing(s) to accommodate additional road surface. If casing is used, it must not end under the roadway surface or track structure, but must extend across the entire length of the roadway or railroad right of way.</p> <p>f. Railroad Crossing Requirements. Railroads shall be installed with a</p>	<p>minimum compacted cover over the carrier pipe, as measured from the base of the rail to the top of the pipe, as follows (see Figures 1 and 3):</p> <table border="1" data-bbox="505 254 829 464"> <thead> <tr> <th>Location of Pipeline</th> <th>Minimum Compacted Cover Over Top of Pipeline</th> </tr> </thead> <tbody> <tr> <td>Under track structure proper (Below bottom of rail)</td> <td>6.0 feet</td> </tr> <tr> <td>Under all other surfaces within the right of way or from the bottom of ditches</td> <td>3.0 feet</td> </tr> </tbody> </table> <p>g. Roadway and Driveway Crossings. Roadways and driveways, shall be installed with a minimum compacted cover over the carrier pipe, as measured from the top of the roadway surface to the top of the pipe, as follows (see Figures 2 and 4):</p> <table border="1" data-bbox="505 604 829 852"> <thead> <tr> <th>Location of Pipeline</th> <th>Minimum Compacted Cover Over Top of Pipeline</th> </tr> </thead> <tbody> <tr> <td>Under roadway surface proper (Below surface of pavement)</td> <td>4.0 feet</td> </tr> <tr> <td>Under all other surfaces within the right of way or from the bottom of ditches</td> <td>3.0 feet</td> </tr> </tbody> </table> <p>h. Crossing Pipelines Transporting Highly Volatile Liquids. For Magellan pipelines transporting highly volatile liquids, minimum cover for a crossing at a drainage ditch must be 4.0 feet.</p> <p>i. When Additional Depth Required. Depth greater than the minimum depths stated above may be required for a pipeline due to the combined stress of internal pipeline pressure and external loading pressure. Magellan will analyze each proposed crossing based on information provided by Owner to determine any additional depth that may be required for the pipeline for safe operation.</p> <p>j. Temporary Roads and Equipment Crossings. Any such road or crossing must meet the following requirements:</p> <ul style="list-style-type: none"> • Must be located at a site approved by a Magellan field representative. • Must provide adequate protection for Magellan's pipeline and other facilities, as determined by the appropriate Magellan engineer, so that the compacted cover meets load-bearing requirements and provides adequate protection to limit stress on the pipeline or other facilities. 	Location of Pipeline	Minimum Compacted Cover Over Top of Pipeline	Under track structure proper (Below bottom of rail)	6.0 feet	Under all other surfaces within the right of way or from the bottom of ditches	3.0 feet	Location of Pipeline	Minimum Compacted Cover Over Top of Pipeline	Under roadway surface proper (Below surface of pavement)	4.0 feet	Under all other surfaces within the right of way or from the bottom of ditches	3.0 feet	<ul style="list-style-type: none"> • Owner shall place Six-inch wide plastic warning tape, McMaster-Carr No. 8288T12 or equal, over each pipeline for the width of the temporary road or equipment crossing, plus an additional 20 feet past each outside edge of such temporary road or equipment crossing <p>k. Owner Required to Protect Magellan Pipelines. Magellan may require Owner to put in place additional cover and/or stabilization (timbers, steel plate, crushed rock, concrete slab, etc.) at any approved equipment crossing in order to protect Magellan pipelines, taking into account possible effects of weather, pipeline depth, and type of vehicles proposed to cross the pipelines. Magellan will analyze each proposed crossing based on information provided by Owner to determine any additional depth or protection that may be required for safe pipeline operation.</p> <p>l. Heavy Equipment - Definition and Requirements. Heavy equipment shall be defined as vehicles having a gross weight in excess of 80,000 pounds. Heavy equipment shall be prohibited from working directly on top of the active pipeline. For vehicles having a gross weight of 80,000 pounds or less, the pipeline must have a minimum of 4 feet of cover. Magellan must analyze the additional longitudinal stress due to external loads if the vehicles have a gross weight in excess of 80,000 pounds in order to determine required pipeline depth for safe operation.</p> <p>6. Parking Lots and Other Pavement.</p> <p>a. Parking Lot and Pavement Requirements. All parking lots and other pavement installed on Magellan's Easement Tract shall consist of a flexible surface such as asphalt. No reinforced concrete will be allowed.</p> <p>b. Pipeline Depth Under Parking Lot. The depth of Magellan's pipelines under a parking lot must meet or exceed compacted cover requirements listed in the previous "Roadway, Driveway, Railroad, and Equipment Crossings" section above</p> <p>7. Waterway Crossings.</p> <p>a. Pipeline Depth Requirements. If Owner proposes to cross a Magellan pipeline with a waterway (river, stream, creek, irrigation canal, or drainage ditch), such crossing must result in Magellan's pipelines meeting or exceeding the minimum depth below the bottom of the waterway for compliance with then current pipeline construction standards and federal, state, and local regulations.</p> <p>b. Requirements for Waterway Crossings:</p> <ol style="list-style-type: none"> 1) Minimum Angle or Crossing. Crossings should be as close to 90 degrees to Magellan pipeline(s) as possible, but not less than 45 	<p>degrees.</p> <p>2) Vertical Separation Requirements for Waterway Crossing. Pipelines to be crossed must have a minimum vertical separation of five (5) feet, as measured from the bottom of the waterway to the outermost part of a Magellan pipeline, facility or appurtenance</p> <p>3) Adding Weight to Pipeline for Negative Buoyancy. Owner shall bear the cost of Magellan adding sufficient weight or mechanical devices to any Magellan pipeline crossed by a waterway in order to create negative buoyancy for such pipeline.</p> <p>8. Blasting.</p> <p>a. Magellan Written Approval Required – Plan To Be Submitted. Magellan must approve any proposed blasting operations that could affect its pipelines or facilities. Should blasting be necessary, a comprehensive plan must be submitted to Magellan for review and written approval.</p> <p>b. Safety Considerations – Damage Prevention Plan. For safety and preservation of Magellan assets, all blasting shall be in accordance with federal, state, and local governing agencies and the Magellan's "Damage Prevention Plan for Blasting Near Company Facilities". A copy of said plan will be made available upon request.</p> <p>E. EXCAVATION NEAR MAGELLAN PIPELINES.</p> <p>1. STATE "ONE-CALL" REQUIRED. No excavation or activity listed in "A. GENERAL - 1. Encroachment Definition" above shall be performed by Owner in the vicinity of Magellan's facilities or within Magellan's Easement Tract until proper telephone notification has been made to the appropriate "One Call" system and a Magellan representative is on-site to monitor excavation activities. All of the states in which Magellan conducts pipeline operations have "One Call" laws, which require 48-72-hours notification prior to any excavation related activities. After making a One-Call, the state One-Call agency will notify Magellan to mark accurately, in a reasonable and timely manner, the location of the Magellan's pipeline facilities in the vicinity of the proposed encroachment.</p> <p>2. ONE-CALL NOTIFICATION. <i>The following list is provided for convenience, but is not warranted by Magellan to be complete or accurate (telephone numbers were copied from each state's web site on 1/5/2004).</i> Owner is required to acquire and call the appropriate One-Call number(s) for its location of activity.</p>
Location of Pipeline	Minimum Compacted Cover Over Top of Pipeline														
Under track structure proper (Below bottom of rail)	6.0 feet														
Under all other surfaces within the right of way or from the bottom of ditches	3.0 feet														
Location of Pipeline	Minimum Compacted Cover Over Top of Pipeline														
Under roadway surface proper (Below surface of pavement)	4.0 feet														
Under all other surfaces within the right of way or from the bottom of ditches	3.0 feet														

Current "ONE-CALL" numbers and information can be found on each state's "ONE-CALL" website:
 Arkansas - www.arkonecall.com/ - 800 482-8998
 Colorado - www.uncc2.org/ - 800 922-1987
 Illinois - www.illinois1call.com/ - 800 892-0123
 Iowa - www.iowaonecall.com/ - 800 292-8989
 Kansas - www.kansasonecall.com/ - 800 344-7233
 Minnesota - www.gopherstateonecall.org/ - 800 252-1166
 Missouri - www.mo1call.com/ - 800 344-7483
 Nebraska - www.ne-diggers.com/ - 800 331-5666
 North Dakota - www.ndonecall.com/ - 800 795-0555
 Oklahoma - www.callokie.com/ - 800 522-6543
 South Dakota - www.sdonecall.com/index.asp - 800 781-7474
 Texas - www.texasonecall.com/ - 800 245-4545
 Wisconsin - www.diggershotline.com/ - 800 242-8511

Alternatively, the National One-Call number – (888) 258-0808 - may be used to register a proposed excavation and to subsequently notify underground utility operators with assets in the vicinity.

3. Excavation Plan Approval. Owner shall submit to Magellan for its approval plans for any proposed excavation on the Magellan Easement Tract. No excavation on Magellan's Easement Tract shall be commenced until Owner has secured Magellan's written approval of the plans. The excavation work shall be in compliance with all applicable laws and regulations. Owner is also referred to the Common Ground Alliance Best Practices (referenced in this document).

4. Magellan Representative On-Site for Excavation. A Magellan representative must be on-site when an excavation is occurring on Magellan's Easement Tract (see provision "2" under "A. General" beginning on page 1).

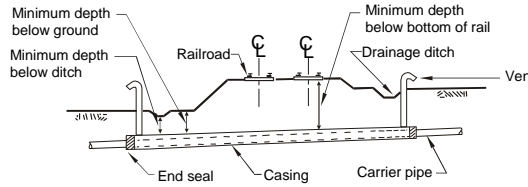
5. Removal of Side-Cutting Teeth from Equipment. Side-cutting teeth shall be removed from buckets of excavating equipment.

6. Parallel Excavating Required. When, in preparation for crossing any Magellan pipeline with any other pipeline or with electric line, communication line, roadway or any other structure or facility, Owner needs to locate a Magellan pipeline by use of mechanical means, Owner must perform such locating activity by excavating parallel to the Magellan pipeline with such mechanical means, but

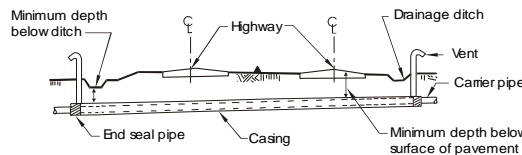
shall cease using the mechanical means when it reaches a point within two feet of the Magellan pipeline (see next provision).

7. Exposing Pipeline by Hand. Excavating within 2 feet of any Magellan pipeline shall be done by *hand-digging* until the pipeline is exposed and its location is accurately known. Then, Owner must position the excavation equipment so that from the point of operations the equipment will not reach within 2 feet of any Magellan pipeline.

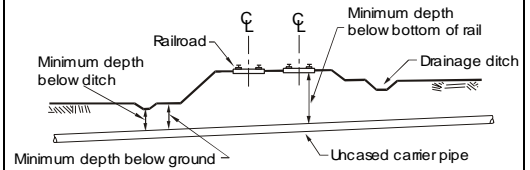
RAILROAD AND HIGHWAY CROSSINGS



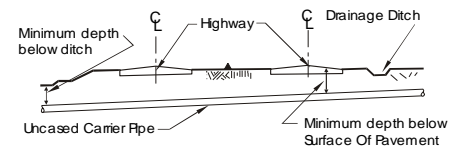
**CASED RAILROAD CROSSING
FIGURE 1**



**CASED HIGHWAY CROSSING
FIGURE 2**



**UNCASED RAILROAD CROSSING
FIGURE 3**



**UNCASED HIGHWAY CROSSING
FIGURE 4**

Exhibit B and Exhibits B1 – B8

to

Intergovernmental Agreement between

City of Aurora, Colorado

and

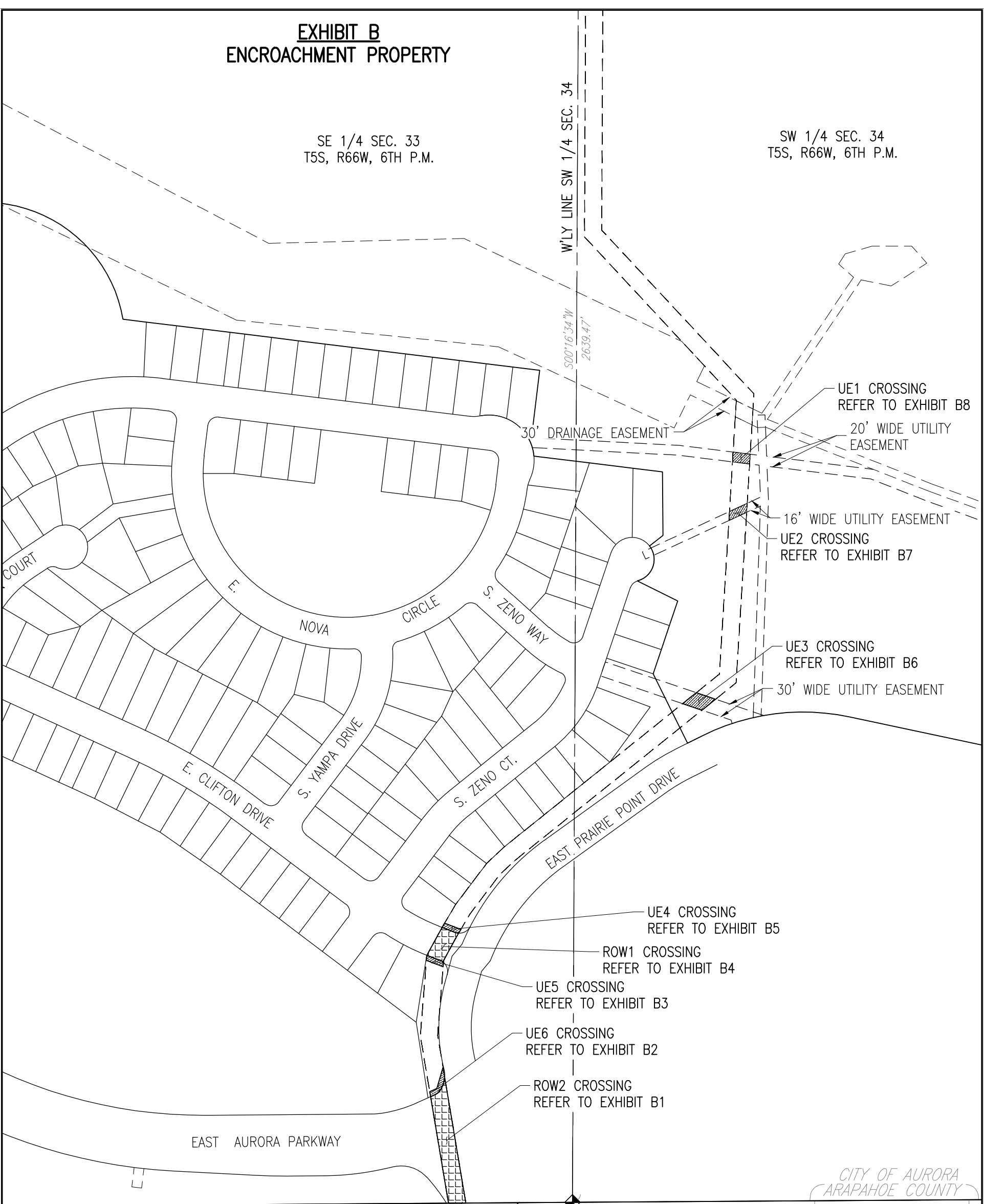
Prairie Point Community Authority Board

Regarding Ownership and Maintenance of Certain Encroachment Improvements

**EXHIBIT B
ENCROACHMENT PROPERTY**

SE 1/4 SEC. 33
T5S, R66W, 6TH P.M.

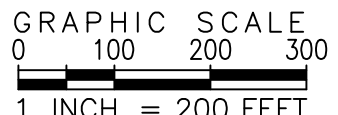
SW 1/4 SEC. 34
T5S, R66W, 6TH P.M.



CITY OF AURORA
(ARAPAHOE COUNTY)
WUGLAS COUNTY

S'LY LINE SE 1/4 SEC. 33

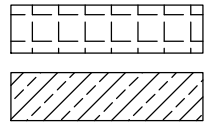
SW CORNER SECTION 34
3 1/4" ALUMINUM CAP ON #6
REBAR STAMPED "T5S R66W
S33 S34 1993 PLS-13155",
0.4' BELOW GRADE



EMK CONSULTANTS, INC.
LAND DEVELOPMENT
ENGINEERS SURVEYORS
7006 SOUTH ALTON WAY, BLDG. F
CENTENNIAL, COLORADO 80112-2019
(303)694-1520 WWW.EMKC.COM
JOB NO.12187.61



MAGELLAN GAS EASEMENT ENCROACHMENTS



CITY OF AURORA RIGHTS-OF-WAY (ROW1, ROW2)
CITY OF AURORA UTILITY EASEMENTS (UE1, UE2, UE3, UE4, UE5)



EXHIBIT B1 LEGAL DESCRIPTION

ROW 2 CROSSING

AN PARCEL LYING IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 33, BEARING SOUTH 00°16'34" WEST, A DISTANCE OF 2639.47 FEET (ASSUMED), FROM THE EAST QUARTER CORNER OF SAID SECTION 33 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 1/4 PLS 13155 1993", AT GRADE, TO THE SOUTHEAST CORNER OF SAID SECTION 33 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 S34 1993 PLS-13155", 0.4' BELOW GRADE;

COMMENCING AT SAID EAST QUARTER CORNER OF SECTION 33; THENCE SOUTH 06°31'59" WEST, A DISTANCE OF 2399.23 FEET TO THE INTERSECTION OF THE EAST LINE OF A 35 FOOT WIDE MAGELLAN GAS EASEMENT AS RECORDED AT REC. _____ AND THE WEST RIGHT-OF-WAY LINE OF EAST PRAIRIE POINT DRIVE AS RECORDED IN PRAIRIE POINT SUBDIVISION FILING 1 AT REC: _____, ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 09°33'00" EAST, A DISTANCE OF 260.94 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 33, WHENCE SAID SOUTHEAST CORNER OF SECTION 33 BEARS NORTH 89°35'36" EAST, A DISTANCE OF 216.97 FEET;

THENCE SOUTH 89°35'36" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 35.45 FEET TO THE WEST LINE OF SAID 35 FOOT WIDE MAGELLAN GAS EASEMENT;

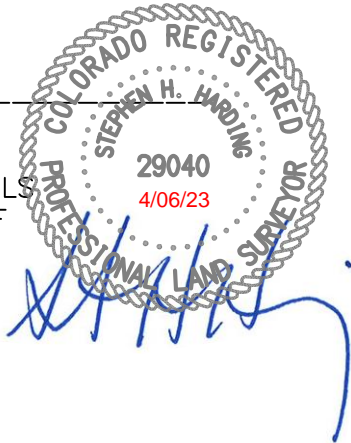
THENCE NORTH 09°33'00" WEST ALONG SAID WEST LINE, A DISTANCE OF 219.84 FEET TO THE NORTH RIGHT-OF-WAY LINE OF EAST AURORA PARKWAY AS RECORDED IN SAID PRAIRIE POINT SUBDIVISION FILING 1;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE AND CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 65°41'37" EAST, A DISTANCE OF 9.93 FEET TO A POINT OF TANGENT CURVATURE;
- 2) NORTHEASTERLY 14.12 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 32°22'01" TO A POINT OF COMPOUND CURVATURE;
- 3) NORTHERLY 29.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 30°38'52", TO THE POINT OF BEGINNING.

CONTAINING 8,135 SQUARE FEET OR 0.187 ACRES, MORE OR LESS.

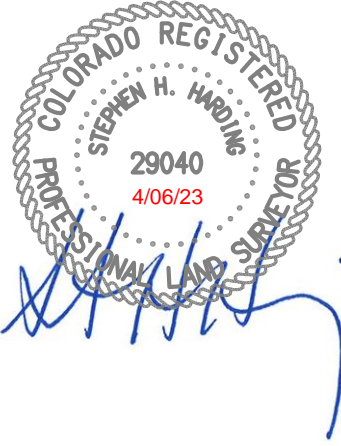
PREPARED BY:
STEPHEN H. HARDING, PLS
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.



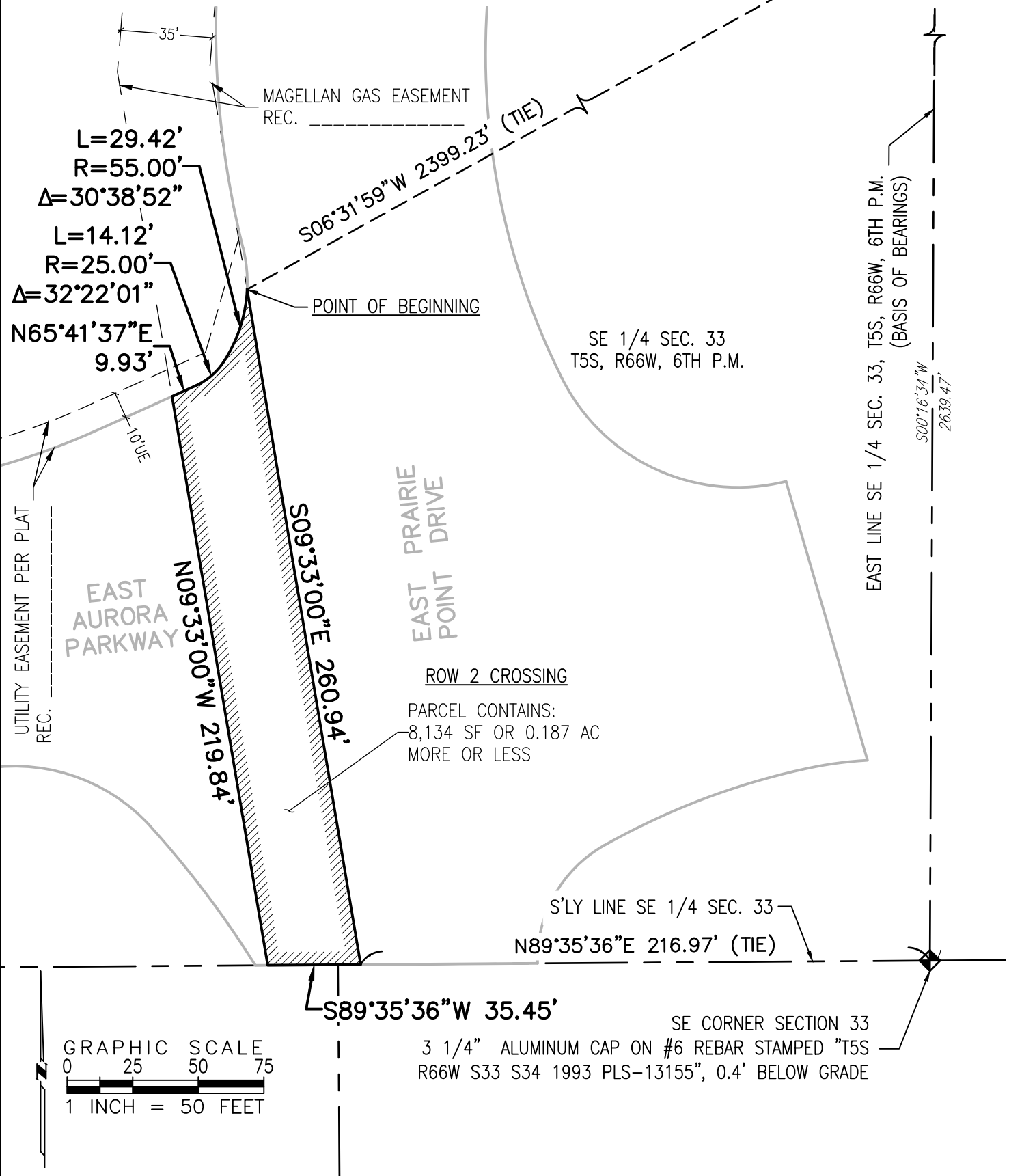
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EXHIBIT B1



POINT OF COMMENCEMENT
E 1/4 CORNER SECTION 33
3 1/4" ALUMINUM CAP ON #6 REBAR STAMPED
"T5S R66W S33 1/4 PLS 13155 1993", AT GRADE



UTILITY EASEMENT PER PLAT REC.

EAST AURORA PARKWAY

EAST PRAIRIE POINT DRIVE

ROW 2 CROSSING

PARCEL CONTAINS:
8,134 SF OR 0.187 AC
MORE OR LESS

S'LY LINE SE 1/4 SEC. 33
N89°35'36"E 216.97' (TIE)

EAST LINE SE 1/4 SEC. 33, T5S, R66W, 6TH P.M.
(BASIS OF BEARINGS)

S00°16'34"W
2639.47'

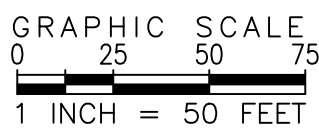




EXHIBIT B2 LEGAL DESCRIPTION

UE6 CROSSING

AN EASEMENT LYING IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 33, BEARING SOUTH 00°16'34" WEST, A DISTANCE OF 2639.47 FEET (ASSUMED), FROM THE EAST QUARTER CORNER OF SAID SECTION 33 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 1/4 PLS 13155 1993", AT GRADE, TO THE SOUTHEAST CORNER OF SAID SECTION 33 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 S34 1993 PLS-13155", 0.4' BELOW GRADE;

COMMENCING AT SAID EAST QUARTER CORNER OF SECTION 33; THENCE SOUTH 06°31'59" WEST, A DISTANCE OF 2399.23 FEET TO THE INTERSECTION OF THE EAST LINE OF A 35 FOOT WIDE MAGELLAN GAS EASEMENT AS RECORDED AT REC. _____ AND THE WEST RIGHT-OF-WAY LINE OF EAST PRAIRIE POINT DRIVE AS RECORDED IN PRAIRIE POINT SUBDIVISION FILING 1 AT REC: _____, ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF EAST AURORA PARKWAY AS RECORDED IN SAID PRAIRIE POINT SUBDIVISION FILING 1, THE FOLLOWING THREE (3) COURSES:

- 1) SOUTHERLY 29.42 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 30°38'52", SUBTENDED BY A CHORD WHICH BEARS SOUTH 18°00'10" WEST, A DISTANCE OF 29.07 FEET TO A POINT OF COMPOUND CURVATURE;
- 2) SOUTHWESTERLY 14.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 32°22'01";
- 3) SOUTH 65°41'37" WEST, A DISTANCE OF 9.93 FEET TO THE WEST LINE OF SAID 35 FOOT WIDE MAGELLAN GAS EASEMENT, WHENCE SAID SOUTHEAST CORNER OF SECTION 33 BEARS SOUTH 53°20'29" EAST, A DISTANCE OF 360.12 FEET;

THENCE NORTH 09°33'00" WEST ALONG SAID WEST LINE, A DISTANCE OF 10.34 FEET TO THE NORTH LINE OF A 10-FOOT UTILITY EASEMENT AS RECORDED IN SAID PRAIRIE POINT SUBDIVISION FILING 1;

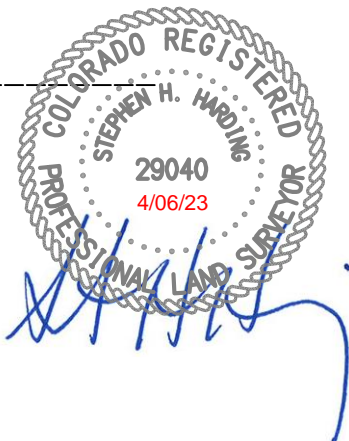
THENCE NORTH 65°41'37" EAST ALONG SAID NORTH LINE, A DISTANCE OF 15.86 FEET TO THE NORTH LINE OF A UTILITY EASEMENT AS RECORDED IN SAID PRAIRIE POINT SUBDIVISION FILING 1;

THENCE NORTH 16°17'24" EAST ALONG SAID NORTH LINE, A DISTANCE OF 45.11 FEET TO SAID EAST LINE;

THENCE SOUTH 09°33'00" EAST ALONG SAID EAST LINE, A DISTANCE OF 19.51 FEET, TO THE POINT OF BEGINNING.

CONTAINING 530 SQUARE FEET OR 0.012 ACRES, MORE OR LESS.

PREPARED BY:
STEPHEN H. HARDING, PLS
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.



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EXHIBIT B2



[Handwritten Signature]

POINT OF COMMENCEMENT

E 1/4 CORNER SECTION 33

3 1/4" ALUMINUM CAP ON #6 REBAR STAMPED
 "T5S R66W S33 1/4 PLS 13155 1993", AT GRADE

UTILITY EASEMENT PER PLAT REC.

N16°17'24"E 45.11'
 N65°41'37"E 15.86'

S09°33'00"E 19.51'

S06°31'59"W 2399.23' (TIE)

SE 1/4 SEC. 33
 T5S, R66W, 6TH P.M.

POINT OF BEGINNING
UE6 CROSSING
 PARCEL CONTAINS:
 529 SF OR 0.012 AC
 MORE OR LESS

L=29.42' R=55.00' Δ=30°38'52"
 CHORD=S18°00'10"W 29.07'
 L=14.12' R=25.00' Δ=32°22'01"

N09°33'00"W 10.34'

S65°41'37"W 9.93'

EAST LINE SE 1/4 SEC. 33, T5S, R66W, 6TH P.M.
 (BASIS OF BEARINGS)

EAST AURORA PARKWAY

EAST PRAIRIE POINT DRIVE

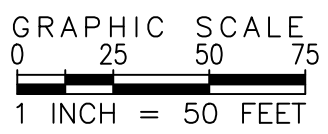
S53°20'29"E 360.12' (TIE)

MAGELLAN GAS EASEMENT REC.

S'LY LINE SE 1/4 SEC. 33

SE CORNER SECTION 33

3 1/4" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 S34 1993 PLS-13155", 0.4' BELOW GRADE



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EXHIBIT B3 LEGAL DESCRIPTION

UE5 CROSSING

AN EASEMENT LYING IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 33, BEARING SOUTH 00°16'34" WEST, A DISTANCE OF 2639.47 FEET (ASSUMED), FROM THE EAST QUARTER CORNER OF SAID SECTION 33 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 1/4 PLS 13155 1993", AT GRADE, TO THE SOUTHEAST CORNER OF SAID SECTION 33 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 S34 1993 PLS-13155", 0.4' BELOW GRADE;

COMMENCING AT SAID EAST QUARTER CORNER OF SECTION 33; THENCE SOUTH 07°17'40" WEST, A DISTANCE OF 2169.09 FEET TO THE INTERSECTION OF THE EAST LINE OF A 35 FOOT WIDE MAGELLAN GAS EASEMENT AS RECORDED AT REC. _____ AND THE SOUTH RIGHT-OF-WAY LINE OF EAST CLIFTON DRIVE AS RECORDED IN PRAIRIE POINT SUBDIVISION FILING 1 AT REC: _____, ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 04°33'05" WEST ALONG SAID EAST LINE, A DISTANCE OF 8.64 FEET TO THE SOUTH LINE OF A 10-FOOT UTILITY EASEMENT AS RECORDED IN SAID PRAIRIE POINT SUBDIVISION FILING 1, WHENCE SAID SOUTHEAST CORNER OF SECTION 33 BEARS SOUTH 28°47'22" EAST, A DISTANCE OF 546.89 FEET;

THENCE NORTH 69°06'14" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 36.47 FEET TO THE WEST LINE OF SAID 35 FOOT WIDE MAGELLAN GAS EASEMENT;

THENCE NORTH 04°33'05" EAST ALONG SAID WEST LINE, A DISTANCE OF 9.87 FEET;

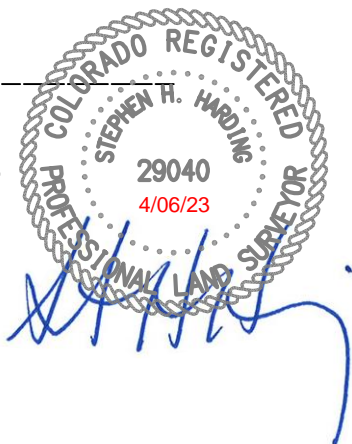
THENCE NORTH 28°31'23" EAST CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 0.54 FOOT, TO A POINT OF NON-TANGENT CURVATURE, TO SAID SOUTH RIGHT-OF-WAY LINE;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

- 1) EASTERLY 1.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 432.00 FEET AND A CENTRAL ANGLE OF 00°09'49", SUBTENDED BY A CHORD WHICH BEARS SOUTH 69°01'19" EAST, A DISTANCE OF 1.23 FEET;
- 2) SOUTH 69°06'14" EAST, A DISTANCE OF 26.43 FEET TO A POINT OF TANGENT CURVATURE;
- 3) SOUTHEASTERLY 9.30 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 21°18'25" TO THE POINT OF BEGINNING.

CONTAINING 360 SQUARE FEET OR 0.008 ACRE, MORE OR LESS.

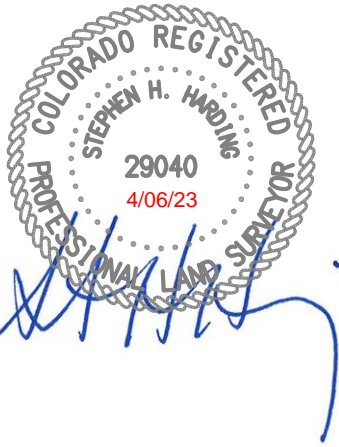
PREPARED BY:
STEPHEN H. HARDING, PLS
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.



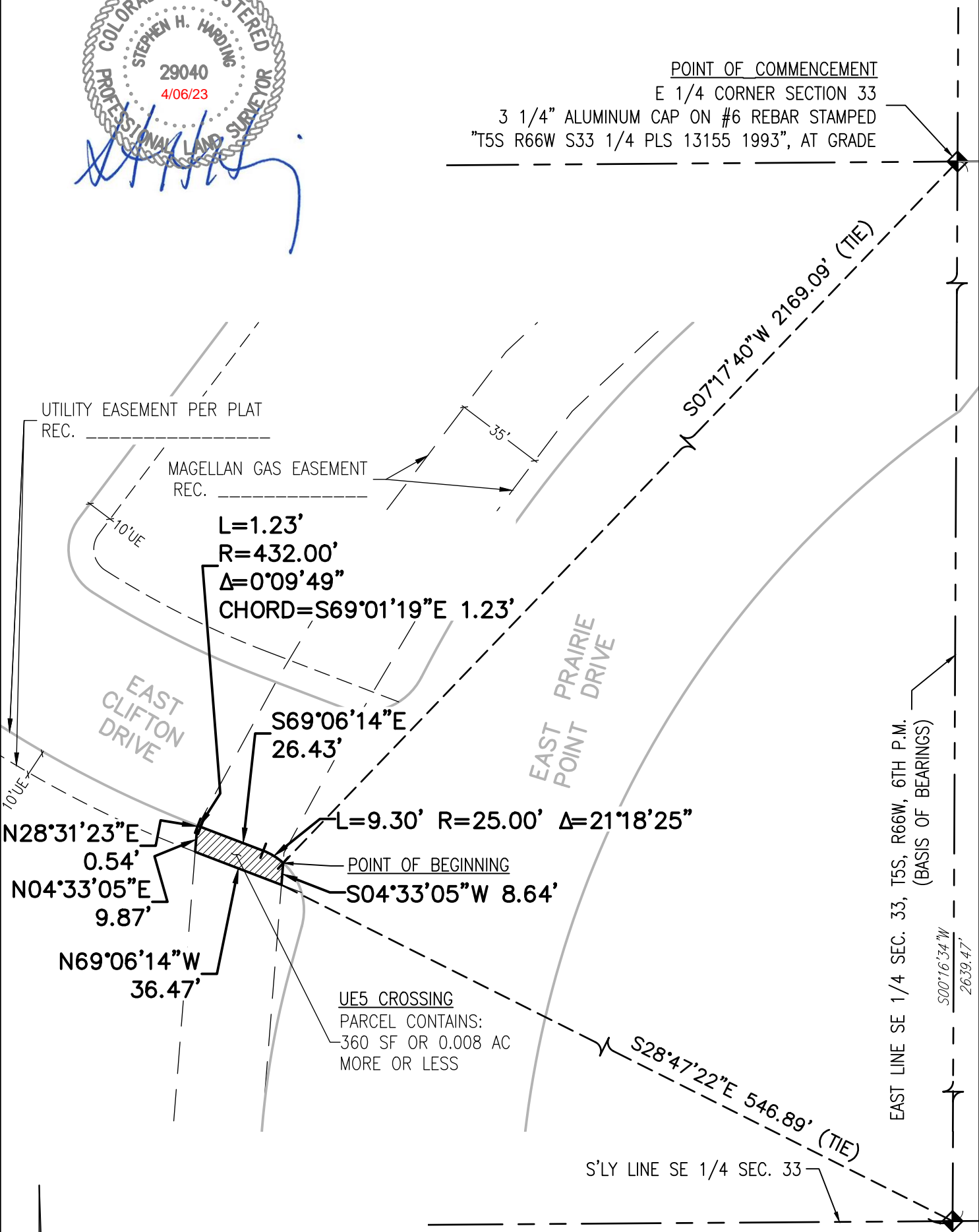
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EXHIBIT B3



POINT OF COMMENCEMENT
E 1/4 CORNER SECTION 33
3 1/4" ALUMINUM CAP ON #6 REBAR STAMPED
"T5S R66W S33 1/4 PLS 13155 1993", AT GRADE



UTILITY EASEMENT PER PLAT REC.

MAGELLAN GAS EASEMENT REC.

L=1.23'
R=432.00'
Δ=0°09'49"
CHORD=S69°01'19"E 1.23'

EAST CLIFTON DRIVE

EAST PRAIRIE POINT DRIVE

EAST LINE SE 1/4 SEC. 33, T5S, R66W, 6TH P.M. (BASIS OF BEARINGS)

N28°31'23"E
0.54'
N04°33'05"E
9.87'
N69°06'14"W
36.47'

S69°06'14"E
26.43'

L=9.30' R=25.00' Δ=21°18'25"

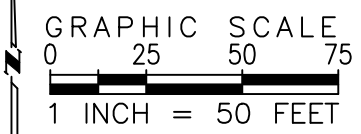
POINT OF BEGINNING
S04°33'05"W 8.64'

UE5 CROSSING
PARCEL CONTAINS:
360 SF OR 0.008 AC
MORE OR LESS

S28°47'22"E 546.89' (TIE)

S'LY LINE SE 1/4 SEC. 33

S00°16'34"W
2639.47'



SE CORNER SECTION 33
3 1/4" ALUMINUM CAP ON #6 REBAR STAMPED "T5S
R66W S33 S34 1993 PLS-13155", 0.4' BELOW GRADE



EXHIBIT B4 LEGAL DESCRIPTION

ROW1 CROSSING

A PARCEL LYING IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 33, BEARING SOUTH 00°16'34" WEST, A DISTANCE OF 2639.47 FEET (ASSUMED), FROM THE EAST QUARTER CORNER OF SAID SECTION 33 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 1/4 PLS 13155 1993", AT GRADE, TO THE SOUTHEAST CORNER OF SAID SECTION 33 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 S34 1993 PLS-13155", 0.4' BELOW GRADE;

COMMENCING AT SAID EAST QUARTER CORNER OF SECTION 33; THENCE SOUTH 07°17'40" WEST, A DISTANCE OF 2169.09 FEET TO THE INTERSECTION OF THE EAST LINE OF A 35 FOOT WIDE MAGELLAN GAS EASEMENT AS RECORDED AT REC. _____ AND THE SOUTH RIGHT-OF-WAY LINE OF EAST CLIFTON DRIVE AS RECORDED IN PRAIRIE POINT SUBDIVISION FILING 1 AT REC: _____, ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:
1) NORTHWESTERLY 9.30 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 21°18'25", SUBTENDED BY A CHORD WHICH BEARS NORTH 58°27'01" WEST, A DISTANCE OF 9.24 FEET;
2) NORTH 69°06'14" WEST, A DISTANCE OF 26.43 FEET TO A POINT OF TANGENT CURVATURE;
3) WESTERLY 1.23 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 432.00 FEET AND A CENTRAL ANGLE OF 00°09'49", TO THE WEST LINE OF SAID 35 FOOT WIDE MAGELLAN GAS EASEMENT;

THENCE NORTH 28°31'23" EAST ALONG SAID WEST LINE, A DISTANCE OF 64.57 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID EAST CLIFTON DRIVE;

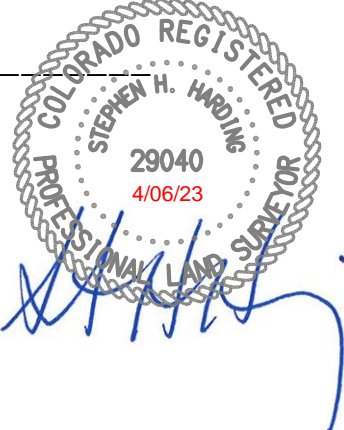
THENCE SOUTH 69°06'14" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 28.17 FEET TO A POINT OF TANGENT CURVATURE;

THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, EASTERLY 7.67 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 17°35'14" TO SAID EAST LINE, WHENCE SAID SOUTHEAST CORNER OF SECTION 33 BEARS SOUTH 22°56'19" EAST, A DISTANCE OF 594.72 FEET;

THENCE ALONG SAID EAST LINE THE FOLLOWING THREE (3) COURSES:
1) SOUTH 30°43'21" WEST, A DISTANCE OF 6.58 FEET;
2) SOUTH 28°31'23" WEST, A DISTANCE OF 57.00 FEET;
3) SOUTH 04°33'05" WEST, A DISTANCE OF 4.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,269 SQUARE FEET OR 0.052 ACRE, MORE OR LESS.

PREPARED BY:
STEPHEN H. HARDING, PLS
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.



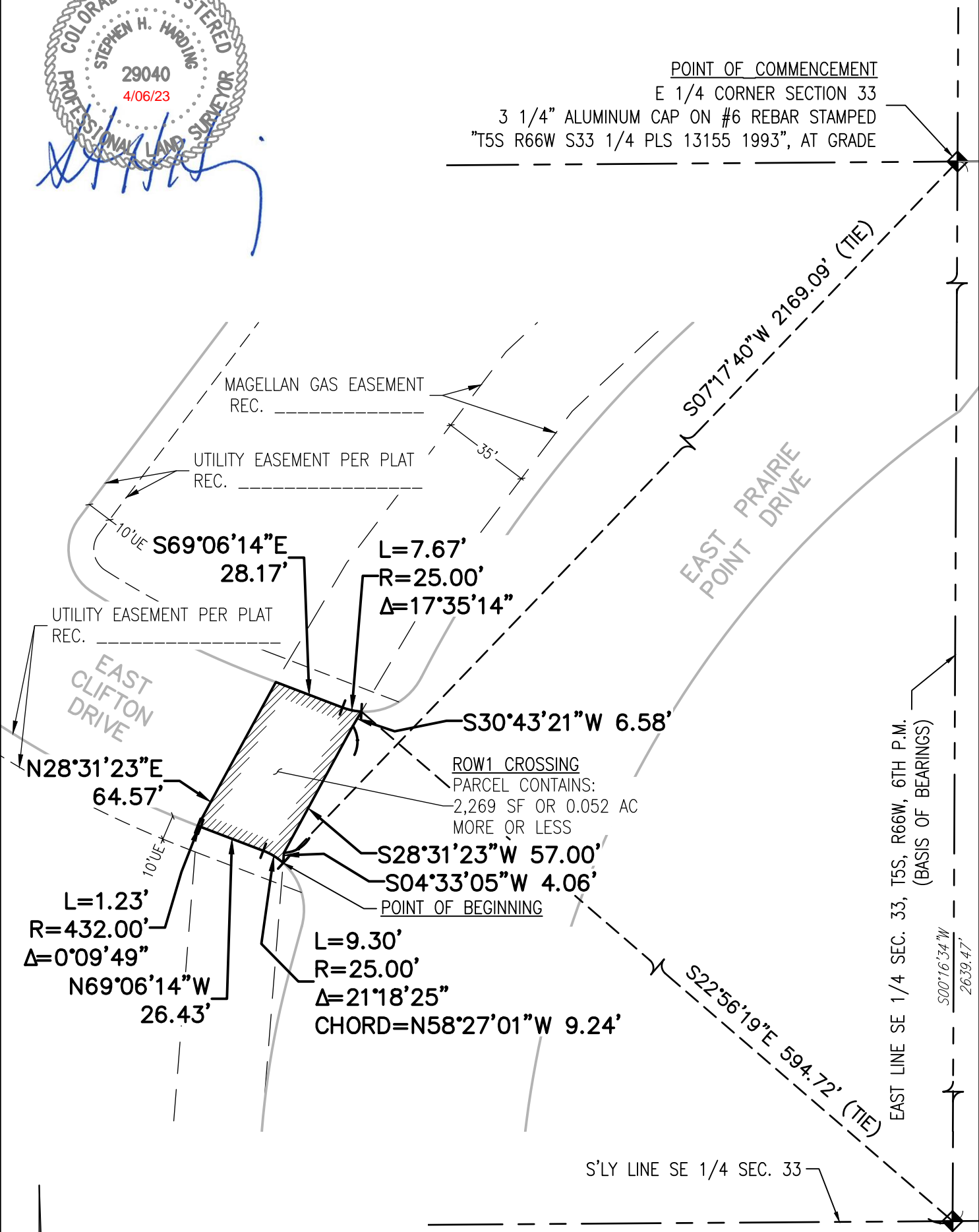
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EXHIBIT B4



POINT OF COMMENCEMENT
E 1/4 CORNER SECTION 33
3 1/4" ALUMINUM CAP ON #6 REBAR STAMPED
"T5S R66W S33 1/4 PLS 13155 1993", AT GRADE

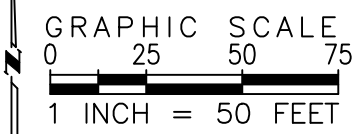


ROW1 CROSSING
PARCEL CONTAINS:
2,269 SF OR 0.052 AC
MORE OR LESS

EAST LINE SE 1/4 SEC. 33, T5S, R66W, 6TH P.M.
(BASIS OF BEARINGS)

S'LY LINE SE 1/4 SEC. 33

SE CORNER SECTION 33
3 1/4" ALUMINUM CAP ON #6 REBAR STAMPED "T5S
R66W S33 S34 1993 PLS-13155", 0.4' BELOW GRADE



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EXHIBIT B5 LEGAL DESCRIPTION

UE4 CROSSING

AN EASEMENT LYING IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 33, BEARING SOUTH 00°16'34" WEST, A DISTANCE OF 2639.47 FEET (ASSUMED), FROM THE EAST QUARTER CORNER OF SAID SECTION 33 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 1/4 PLS 13155 1993", AT GRADE, TO THE SOUTHEAST CORNER OF SAID SECTION 33 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 S34 1993 PLS-13155", 0.4' BELOW GRADE;

COMMENCING AT SAID SOUTHEAST CORNER OF SECTION 33;

THENCE NORTH 22°56'19" WEST A DISTANCE OF 594.72 FEET TO THE INTERSECTION OF THE SOUTHEAST LINE OF A 35 FOOT WIDE MAGELLAN GAS EASEMENT AS RECORDED AT REC. _____ AND THE NORTH RIGHT-OF-WAY LINE OF EAST CLIFTON DRIVE, AS RECORDED IN PRAIRIE POINT SUBDIVISION FILING 1 AT REC: _____, ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, WESTERLY 7.67 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 17°35'14", SUBTENDED BY A CHORD WHICH BEARS NORTH 77°53'51" WEST, A DISTANCE OF 7.64 FEET;

THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 69°06'14" WEST A DISTANCE OF 28.17 FEET TO THE NORTHWEST LINE OF SAID 35 FOOT WIDE MAGELLAN GAS EASEMENT;

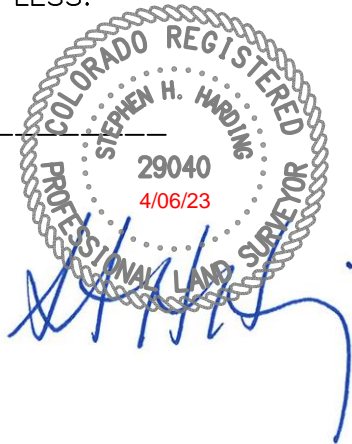
THENCE NORTH 30°43'21" EAST ALONG SAID NORTHWEST LINE, A DISTANCE OF 10.15 FEET TO THE NORTH LINE OF A 10 FOOT WIDE UTILITY EASEMENT AS RECORDED IN SAID PRAIRIE POINT SUBDIVISION FILING 1, WHENCE SAID EAST QUARTER CORNER OF SECTION 33 BEARS NORTH 07°30'40" EAST A DISTANCE OF 2,089.30 FEET;

THENCE SOUTH 69°06'14" EAST ALONG SAID NORTH LINE, A DISTANCE OF 35.52 FEET TO SAID SOUTHEAST LINE;

THENCE SOUTH 30°43'21" WEST ALONG SAID SOUTHEAST LINE, A DISTANCE OF 8.96 FEET TO THE POINT OF BEGINNING;

SAID EASEMENT CONTAINS 352 SQUARE FEET OR 0.008 ACRE, MORE OR LESS.

PREPARED BY:
STEPHEN H. HARDING, PLS
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.



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EXHIBIT B5

NORTHERLY LINE SE 1/4 SEC. 33



[Handwritten Signature]

UE4 CROSSING
 PARCEL CONTAINS:
 352 SF OR 0.008 AC
 MORE OR LESS

E 1/4 CORNER SECTION 33
 3 1/4" ALUMINUM CAP
 ON #6 REBAR STAMPED
 "T5S R66W S33 1/4 PLS
 13155 1993", AT GRADE

N30°43'21"E 10.15'

S69°06'14"E 35.52'

S30°43'21"W 8.96'

POINT OF BEGINNING

10' UE

N69°06'14"W 28.17'

L=7.67' R=25.00' Δ=17°35'14"
 CHORD=N77°53'51"W 7.64'

MAGELLAN GAS EASEMENT
 REC. -----

35'

EASTERLY LINE SE
 1/4 SEC. 33, T5S,
 R66W, 6TH P.M.
 (BASIS OF BEARINGS)

S00°16'34"W
 2639.47'

N22°56'19"W 594.72' (TIE)

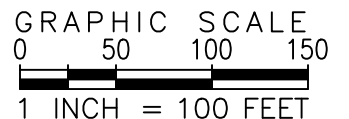
EAST
 AURORA
 PARKWAY

EAST PRAIRIE POINT DRIVE

EAST CLIFTON DRIVE

S'LY LINE SE 1/4 SEC. 33

POINT OF COMMENCEMENT
 SE CORNER SECTION 33
 3 1/4" ALUMINUM CAP ON
 #6 REBAR STAMPED "T5S R66W
 S33 S34 1993 PLS-13155",
 0.4' BELOW GRADE



G:\12187.61 KINGS POINT INFRASTRUCTURE\DRY UTILITIES\Magellan Gas Line\Crossings\Legal Descriptions\KP Magellan Gas ESMT UE4 XING LEGAL.dwg, 3/30/2023 9:46:57 AM, Jhudson, 1:1



EXHIBIT B6 LEGAL DESCRIPTION

UE3 CROSSING

AN EASEMENT LYING IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 34, BEARING SOUTH 00°16'34" WEST, A DISTANCE OF 2639.47 FEET (ASSUMED), FROM THE WEST QUARTER CORNER OF SAID SECTION 34 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 1/4 PLS 13155 1993", AT GRADE, TO THE SOUTHWEST CORNER OF SAID SECTION 34 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 S34 1993 PLS-13155", 0.4' BELOW GRADE;

COMMENCING AT SAID WEST QUARTER CORNER OF SECTION 34;

THENCE SOUTH 09°46'53" EAST A DISTANCE OF 1639.78 FEET TO THE INTERSECTION OF THE SOUTHEAST LINE OF A 35 FOOT WIDE MAGELLAN GAS EASEMENT AS RECORDED AT REC. _____ AND THE NORTHEAST LINE OF A 30 FOOT WIDE UTILITY EASEMENT AS RECORDED IN PRAIRIE POINT SUBDIVISION FILING 1 AT REC: _____, ALSO BEING THE POINT OF BEGINNING.

THENCE SOUTH 51°14'26" WEST ALONG SAID SOUTHEAST LINE A DISTANCE OF 35.61 FEET TO THE INTERSECTION OF THE SOUTHWEST LINE OF SAID 30 FOOT WIDE UTILITY EASEMENT AND SAID SOUTHEAST LINE, WHENCE SAID SOUTHWEST CORNER OF SECTION 34 BEARS SOUTH 14°44'38" WEST A DISTANCE OF 1035.51 FEET;

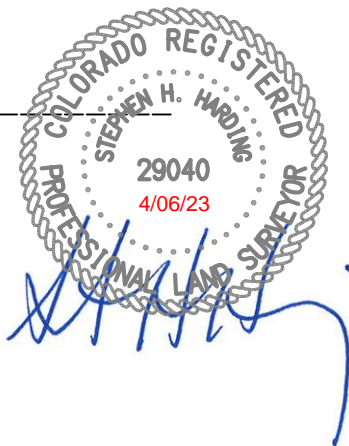
THENCE ALONG SAID SOUTHWEST LINE NORTH 71°21'04" WEST, A DISTANCE OF 41.54 FEET TO THE INTERSECTION OF THE NORTHWEST LINE OF SAID 35 FOOT WIDE MAGELLAN GAS EASEMENT AND SAID SOUTHWEST LINE;

THENCE ALONG SAID NORTHWEST LINE NORTH 51°14'26" EAST, A DISTANCE OF 35.61 FEET TO THE INTERSECTION OF SAID NORTHEAST LINE AND SAID NORTHWEST LINE;

THENCE ALONG SAID NORTHEAST LINE SOUTH 71°21'04" EAST, A DISTANCE OF 41.54 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 1,246 SQUARE FEET OR 0.029 ACRE, MORE OR LESS.

PREPARED BY:
STEPHEN H. HARDING, PLS
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.



G:\12187.61 KINGS POINT INFRASTRUCTURE\DRY UTILITIES\Magellan Gas Line\Crossings\Legal Descriptions\KP Magellan Gas ESMT UE3 XING LEGAL.dwg, 3/30/2023 2:43:11 PM, Jhudson, 1:1



EXHIBIT B6



POINT OF COMMENCEMENT
W 1/4 CORNER SECTION 34
3 1/4" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 1/4 PLS 13155 1993", AT GRADE

NORTHERLY LINE SW 1/4 SEC. 34

SW 1/4 SEC. 34
T5S, R66W, 6TH P.M.

MAGELLAN GAS EASEMENT REC. -----

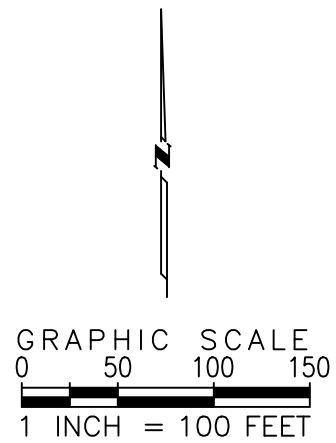
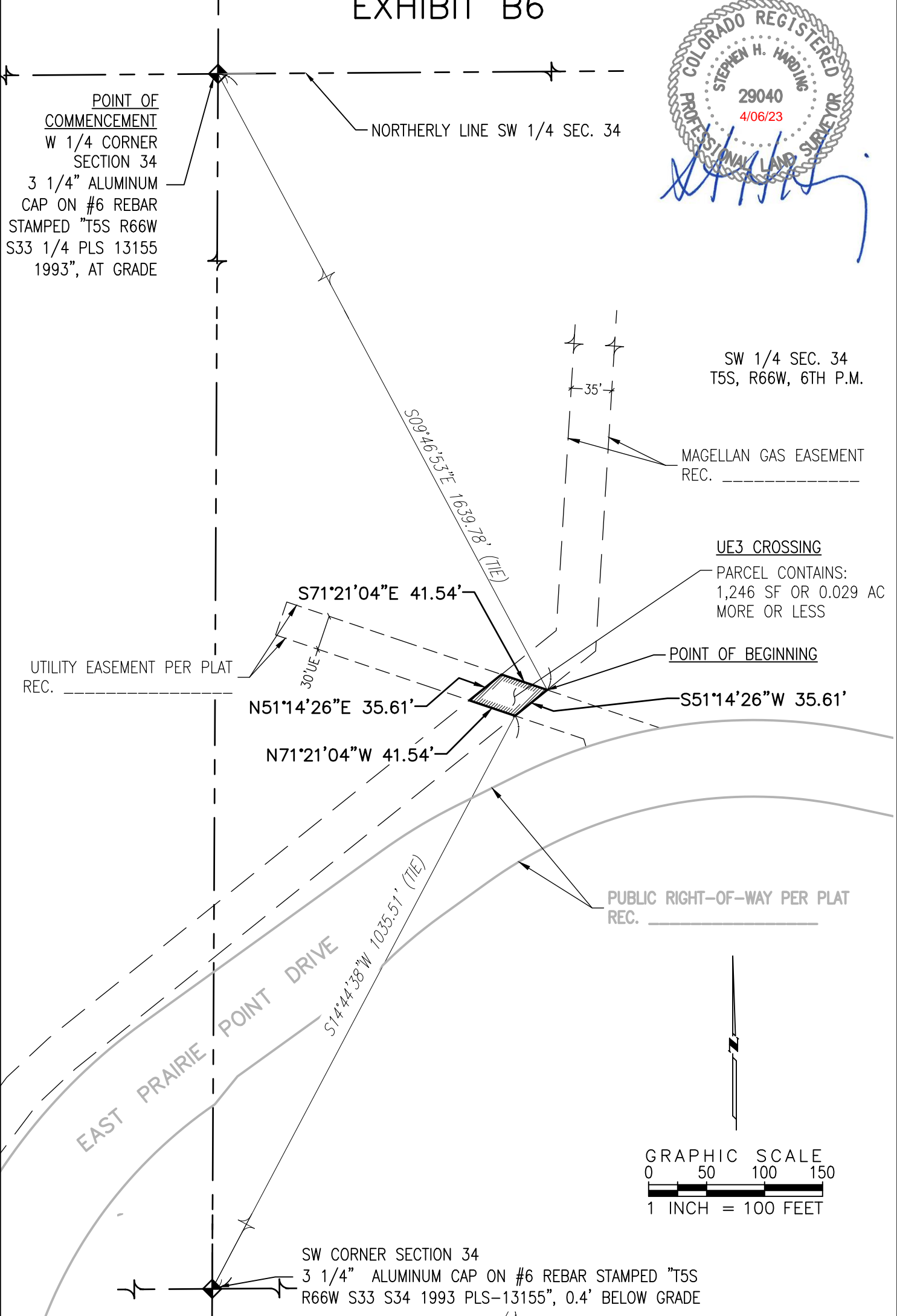
UE3 CROSSING

PARCEL CONTAINS:
1,246 SF OR 0.029 AC
MORE OR LESS

POINT OF BEGINNING

UTILITY EASEMENT PER PLAT REC. -----

PUBLIC RIGHT-OF-WAY PER PLAT REC. -----



SW CORNER SECTION 34
3 1/4" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 S34 1993 PLS-13155", 0.4' BELOW GRADE

DRAWN BY: JTH APPROVED BY: SLG3 JOB NO: 12187.61 DATE: 12/21/2022 PAGE 2 OF 2

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN 3 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.

G:\12187.61 KINGS POINT INFRASTRUCTURE\DRY UTILITIES\Magellan Gas Line\Crossings\Legal Descriptions\KP Magellan Gas ESMT UE3 XING LEGAL.dwg, 3/30/2023 2:43:14 PM, jhudson, 1:1



EXHIBIT B7 LEGAL DESCRIPTION

UE2 CROSSING

AN EASEMENT LYING IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 34, BEARING SOUTH 00°16'34" WEST, A DISTANCE OF 2639.47 FEET (ASSUMED), FROM THE WEST QUARTER CORNER OF SAID SECTION 34 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 1/4 PLS 13155 1993", AT GRADE, TO THE SOUTHWEST CORNER OF SAID SECTION 34 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 S34 1993 PLS-13155", 0.4' BELOW GRADE;

COMMENCING AT SAID WEST QUARTER CORNER OF SECTION 34;

THENCE SOUTH 15°52'24" EAST A DISTANCE OF 1255.94 FEET TO THE INTERSECTION OF THE EAST LINE OF A 35 FOOT WIDE MAGELLAN GAS EASEMENT AS RECORDED AT REC. _____ AND THE NORTHWEST LINE OF A 16 FOOT WIDE UTILITY EASEMENT AS RECORDED IN PRAIRIE POINT SUBDIVISION FILING 1 AT REC: _____, ALSO BEING THE POINT OF BEGINNING.

THENCE SOUTH 03°32'31" WEST ALONG SAID EAST LINE A DISTANCE OF 16.51 FEET TO THE INTERSECTION OF THE SOUTHEAST LINE OF SAID 16 FOOT WIDE UTILITY EASEMENT AND SAID EAST LINE, WHENCE SAID SOUTHWEST CORNER OF SECTION 34 BEARS SOUTH 14°05'34" WEST A DISTANCE OF 1458.82 FEET;

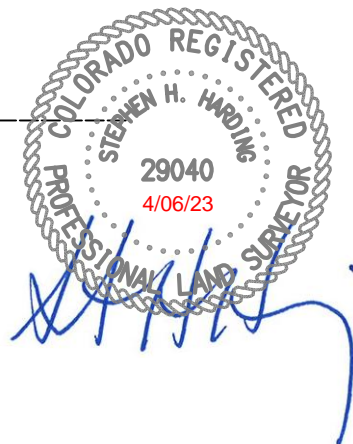
THENCE ALONG SAID SOUTHEAST LINE SOUTH 79°16'13" WEST, A DISTANCE OF 36.11 FEET TO THE INTERSECTION OF THE WEST LINE OF SAID 35 FOOT WIDE MAGELLAN GAS EASEMENT AND SAID SOUTHEAST LINE;

THENCE ALONG SAID WEST LINE NORTH 03°32'31" EAST, A DISTANCE OF 16.51 FEET TO THE INTERSECTION OF SAID NORTHEAST LINE AND SAID WEST LINE;

THENCE ALONG SAID NORTHWEST LINE NORTH 79°16'13" EAST, A DISTANCE OF 36.11 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 577 SQUARE FEET OR 0.013 ACRE, MORE OR LESS.

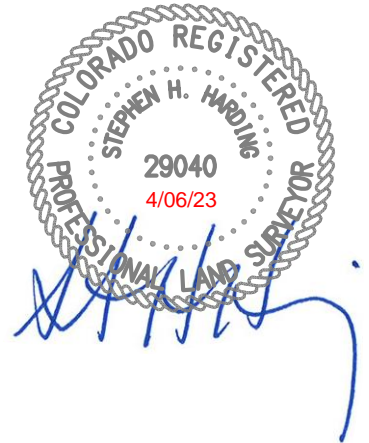
PREPARED BY:
STEPHEN H. HARDING, PLS
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.



G:\12187.61\KINGS POINT INFRASTRUCTURE\DRY UTILITIES\Magellan Gas Line\Crossings\Legal Descriptions\KP MAGELLAN GAS ESMT UE2 XING LEGAL.dwg, 3/30/2023 2:03:16 PM, Jhudson, 1:1



EXHIBIT B7



POINT OF COMMENCEMENT
 W 1/4 CORNER SECTION 34
 3 1/4" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 1/4 PLS 13155 1993", AT GRADE

NORTHERLY LINE SW 1/4 SEC. 34

UNPLATTED

SW 1/4 SEC. 34
 T5S, R66W, 6TH P.M.



S00°16'34"W
 2639.47'

UTILITY EASEMENT PER PLAT REC.

MAGELLAN GAS EASEMENT REC.

WESTERLY LINE SW 1/4 SEC. 34, T5S, R66W, 6TH P.M. (BASIS OF BEARINGS)

N79°16'13"E 36.11'
 N03°32'31"E 16.51'

POINT OF BEGINNING

S03°32'31"W 16.51'

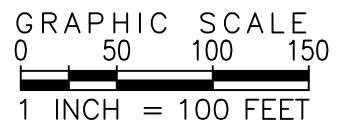
UE2 CROSSING PARCEL CONTAINS: 577 SF OR 0.013 AC MORE OR LESS

S79°16'13"W 36.11'

SW CORNER SECTION 34
 3 1/4" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 S34 1993 PLS-13155", 0.4' BELOW GRADE

S14°05'34"W 1458.82' (TIE)

S15°52'24"E 1255.94' (TIE)



DRAWN BY: JTH APPROVED BY: SLG3 JOB NO: 12187.61 DATE: 12/21/2022 PAGE 2 OF 2

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN 3 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.

G:\12187.61 KINGS POINT INFRASTRUCTURE\DRY UTILITIES\Magellan Gas Line\Crossings\Legal Descriptions\KP Magellan Gas ESMT UE2 XING LEGAL.dwg, 3/30/2023 2:03:18 PM, jhudson, 1:1



EXHIBIT B8 LEGAL DESCRIPTION

UE1 CROSSING

AN EASEMENT LYING IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 34, BEARING SOUTH 00°16'34" WEST, A DISTANCE OF 2639.47 FEET (ASSUMED), FROM THE WEST QUARTER CORNER OF SAID SECTION 34 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 1/4 PLS 13155 1993", AT GRADE, TO THE SOUTHWEST CORNER OF SAID SECTION 34 MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR STAMPED "T5S R66W S33 S34 1993 PLS-13155", 0.4' BELOW GRADE;

COMMENCING AT SAID WEST QUARTER CORNER OF SECTION 34;

THENCE SOUTH 26°32'40" EAST A DISTANCE OF 785.72 FEET TO THE INTERSECTION OF THE EAST LINE OF A 35 FOOT WIDE MAGELLAN GAS EASEMENT AS RECORDED AT REC. _____ AND THE NORTH LINE OF A 20 FOOT WIDE UTILITY EASEMENT AS RECORDED IN PRAIRIE POINT SUBDIVISION FILING 1 AT REC: _____, ALSO BEING THE POINT OF BEGINNING.

THENCE SOUTH 03°32'31" WEST ALONG SAID EAST LINE A DISTANCE OF 20.04 FEET TO THE INTERSECTION OF THE SOUTH LINE OF SAID 20 FOOT WIDE UTILITY EASEMENT AND SAID EAST LINE, WHENCE SAID SOUTHWEST CORNER OF SECTION 34 BEARS SOUTH 13°29'51" WEST A DISTANCE OF 1545.08 FEET;

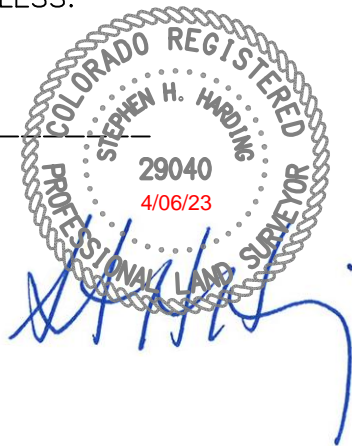
THENCE ALONG SAID SOUTH LINE NORTH 82°57'19" WEST, A DISTANCE OF 35.07 FEET TO THE INTERSECTION OF THE WEST LINE OF SAID 35 FOOT WIDE MAGELLAN GAS EASEMENT AND SAID SOUTH LINE;

THENCE ALONG SAID WEST LINE NORTH 03°32'31" EAST, A DISTANCE OF 20.04 FEET TO THE INTERSECTION OF SAID NORTH LINE AND SAID WEST LINE;

THENCE ALONG SAID NORTH LINE SOUTH 82°57'19" EAST, A DISTANCE OF 35.07 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 701 SQUARE FEET OR 0.016 ACRE, MORE OR LESS.

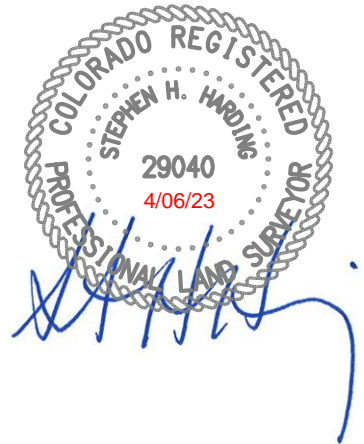
PREPARED BY:
STEPHEN H. HARDING, PLS
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.



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EXHIBIT B8



POINT OF COMMENCEMENT
W 1/4 CORNER SECTION 34
3 1/4" ALUMINUM CAP ON #6 REBAR
STAMPED "T5S R66W S33 1/4 PLS 13155 1993", AT GRADE

NORTHERLY LINE SW 1/4 SEC. 34

UNPLATTED

SW 1/4 SEC. 34
T5S, R66W, 6TH P.M.

S29°32'40"E 785.72' (TIE)
MAGELLAN GAS EASEMENT
REC.

UTILITY EASEMENT PER PLAT
REC.

POINT OF BEGINNING

S82°57'19"E 35.07'

S03°32'31"W 20.04'

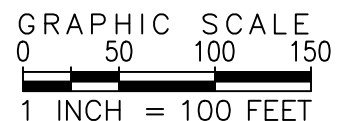
N03°32'31"E 20.04'

N82°57'19"W 35.07'

UE1 CROSSING
PARCEL CONTAINS:
701 SF OR 0.016 AC
MORE OR LESS

WESTERLY LINE
SW 1/4 SEC. 34,
T5S, R66W, 6TH
P.M.
(BASIS OF
BEARINGS)

SW CORNER SECTION 34
3 1/4" ALUMINUM CAP ON
#6 REBAR STAMPED "T5S
R66W S33 S34 1993
PLS-13155", 0.4' BELOW
GRADE



DRAWN BY: JTH APPROVED BY: SLG3 JOB NO: 12187.61 DATE: 12/21/2022 PAGE 2 OF 2

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN 3 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.

G:\12187.61 KINGS POINT INFRASTRUCTURE\DRY UTILITIES\Magellan Gas Line\Crossings\Legal Descriptions\KP MAGELLAN GAS ESMT UE1 XING LEGAL.dwg, 3/30/2023 9:54:39 AM, jhudson, 1:1

Exhibit C

to

Intergovernmental Agreement between

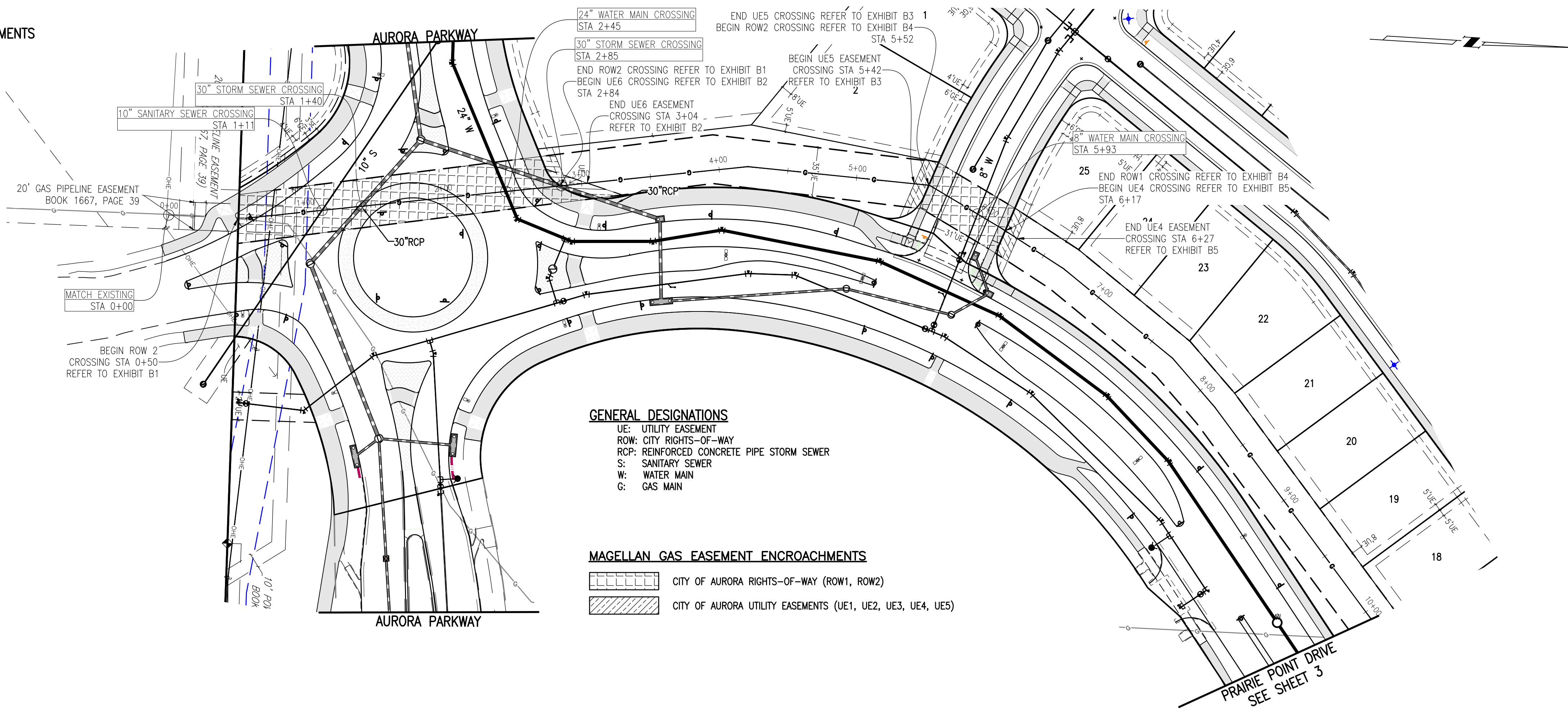
City of Aurora, Colorado

and

Prairie Point Community Authority Board

Regarding Ownership and Maintenance of Certain Encroachment Improvements

EXHIBIT C
ENCROACHMENT IMPROVEMENTS

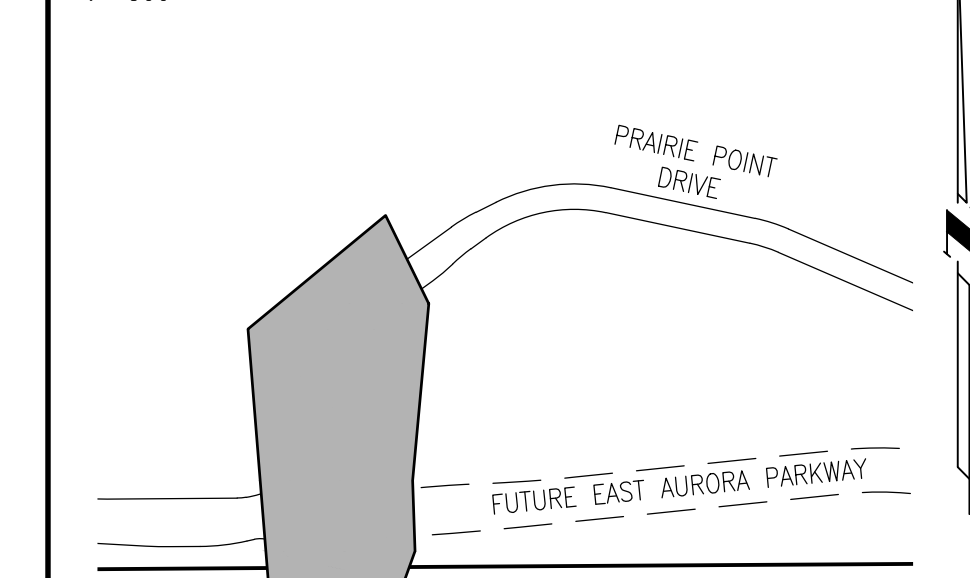


GENERAL DESIGNATIONS
 UE: UTILITY EASEMENT
 ROW: CITY RIGHTS-OF-WAY
 RCP: REINFORCED CONCRETE PIPE STORM SEWER
 S: SANITARY SEWER
 W: WATER MAIN
 G: GAS MAIN

MAGELLAN GAS EASEMENT ENCROACHMENTS
 CITY OF AURORA RIGHTS-OF-WAY (ROW1, ROW2)
 CITY OF AURORA UTILITY EASEMENTS (UE1, UE2, UE3, UE4, UE5)

MAGELLAN GAS LINE

KEY MAP



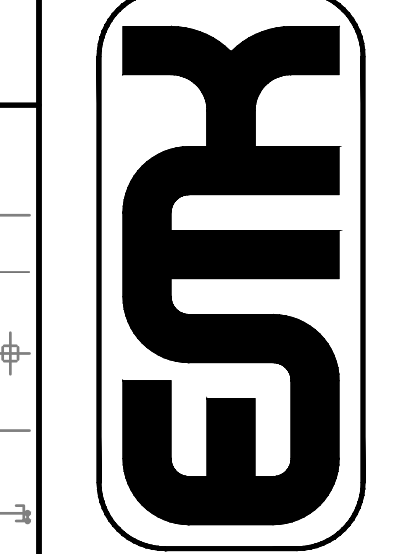
UTILITY LEGEND

PROPOSED	DESCRIPTION	EXISTING
	SANITARY SEWER & MANHOLE	
	SANITARY SEWER SERVICE	
	BUTTERFLY VALVE, WATER MAIN, FIRE HYDRANT, GATE VALVE, REDUCER, & CROSS	
	CHECK VALVE, AIR RELEASE VALVE, PRESSURE REDUCING VALVES	
	BENDS W/ THRUST BLOCK & PLUG W/ BLOWOFF	
	WATER SERVICE, METER	
	FIRE SERVICE	
	GAS LINE	
	STORM SEWER, INLET, MANHOLE, & FLARED END SECTION	
	STREET LIGHTS	

UTILITY PLAN VIEW LABELING
 8"x22.5" BEND 3+17 < UTILITY STATIONING
 STA 14+36 3.6'L < STREET CENTERLINE STATION & OFFSET

UTILITY PROFILE VIEW LABELING
 8"x22.5" BEND 3+17 < UTILITY STATIONING
 TOP=5692.3 < TOP OF PIPE ELEVATION

EMK CONSULTANTS, INC.
 LAND DEVELOPMENT
 ENGINEERING SURVEYING
 7006 SOUTH ALTON WAY, BLDG. F
 CENTENNIAL, COLORADO 80112-2019
 (303)694-1520
 WWW.EMKCG.COM



SCALE VERIFICATION BAR IS ONE INCH ON ORIGINAL DRAWING
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

Know what's below. Call before you dig.

BENCHMARK
 CITY OF AURORA BENCHMARK 556633N002 (FKA ZD-060)
 3 INCH DIAMETER BRASS CAP ON 30 INCH LONG STEEL PIPE IN CONCRETE. APPROXIMATELY 50 FEET WEST OF EAST WEST 4 STRAND BARBED WIRE FENCE AND 22.7 FEET WEST EAST 1/4 SECTION 33, T5S, R66W NAD 88 ELEVATION 5661.04

UTILITY NOTES

- UNLESS OTHERWISE NOTED, ALL SANITARY SEWER MATERIALS, MANUFACTURING OPERATIONS, TESTING AND INSPECTION OF PVC SEWER PIPE SHALL BE IN CONFORMITY WITH THE REQUIREMENTS OF ASTM D3034-SDR35 FOR 4 INCH TO 15 INCH PVC. ALL BEDDING SHALL BE CLASS B ALTERNATE UNLESS OTHERWISE NOTED.
- RESTRAINED JOINTS FOR SANITARY SEWER SHALL BE IN CONFORMANCE WITH SECTION 203.4 OF THE CITY OF AURORA STANDARDS AND SPECIFICATIONS REGARDING WATER, SANITARY SEWER AND STORM DRAINAGE INFRASTRUCTURE.
- ALL WATER MAINS SHALL BE PVC PIPE PRESSURE CLASS 305 AND SHALL CONFORM TO THE REQUIREMENTS OF DR 14. PVC PIPE SHALL BE FURNISHED IN CAST-IRON PIPE EQUIVALENT OUTSIDE DIAMETERS. ALL BEDDING SHALL BE CLASS B ALTERNATE UNLESS OTHERWISE NOTED.
- ALL STORM SEWER SHALL BE RCP, CLASS III, UNLESS OTHERWISE NOTED. ALL BEDDING SHALL BE CLASS B ALTERNATE UNLESS OTHERWISE NOTED.
- SANITARY SEWER MANHOLES TO BE EPOXY LINED WITH A MINIMUM THICKNESS OF 30 MILS ON SEWER MAINS GREATER THAN 12" OR AS INDICATED ON THE PLANS.
- FOR ALL INLETS IN SUMP, THE CONTRACTOR SHALL MAINTAIN A MINIMUM OF 0.50% GRADE AT FLOWLINE INTO INLET.
- SEE EDGE DRAIN INLET CONNECTION DETAIL 405-1 WATER, SANITARY SEWER & STORM DRAINAGE INFRASTRUCTURE STANDARDS & SPECIFICATIONS. ALSO SEE DETAIL S1.19, ROADWAY DESIGN & CONSTRUCTION SPECIFICATIONS

NO.	DATE	BY	REVISIONS



WARNING
HIGH-PRESSURE PIPELINE
 EXCAVATION AND/OR CONSTRUCTION PROHIBITED WITHOUT COMPLIANCE WITH STATE ONE-CALL AND WITHOUT WRITTEN PERMISSION FROM MAGELLAN PIPELINE COMPANY
 PHONE (303) 877-7198

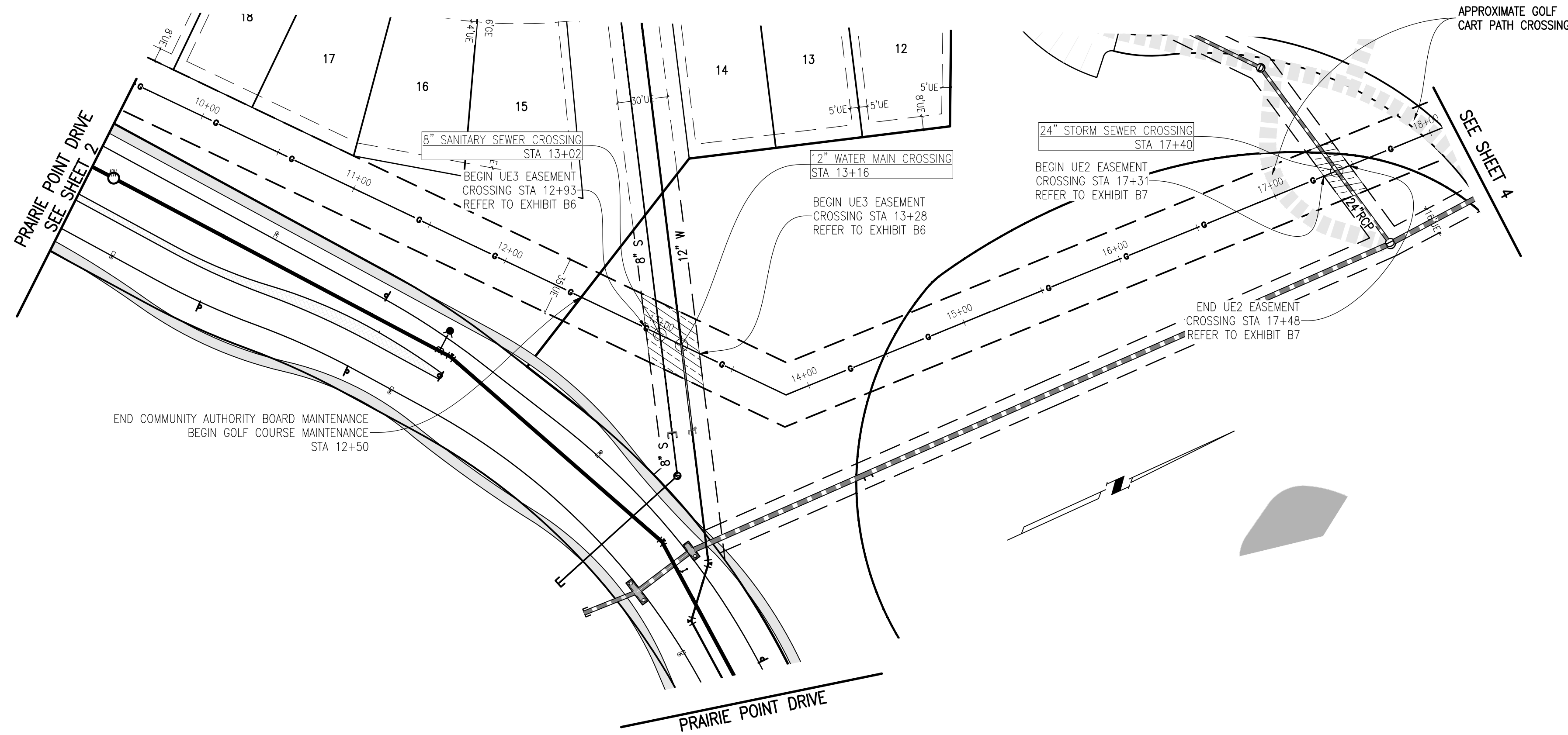
APPLICANT/OWNERSHIP
 CLAYTON PROPERTIES GROUP II, INC.
 4908 TOWER ROAD
 DENVER, CO 80249
 (303) 486-8500
 CONTACT: DAVE CARRO

PRairie Point West Infrastructure

MAGELLAN GAS

DATE: 03/29/2023
 JOB NO: 12187.61
 SCALE
 HORIZONTAL 1" = 50'
 VERTICAL 1" = 5'
 2 of 4

EXHIBIT C
ENCROACHMENT IMPROVEMENTS



GENERAL DESIGNATIONS

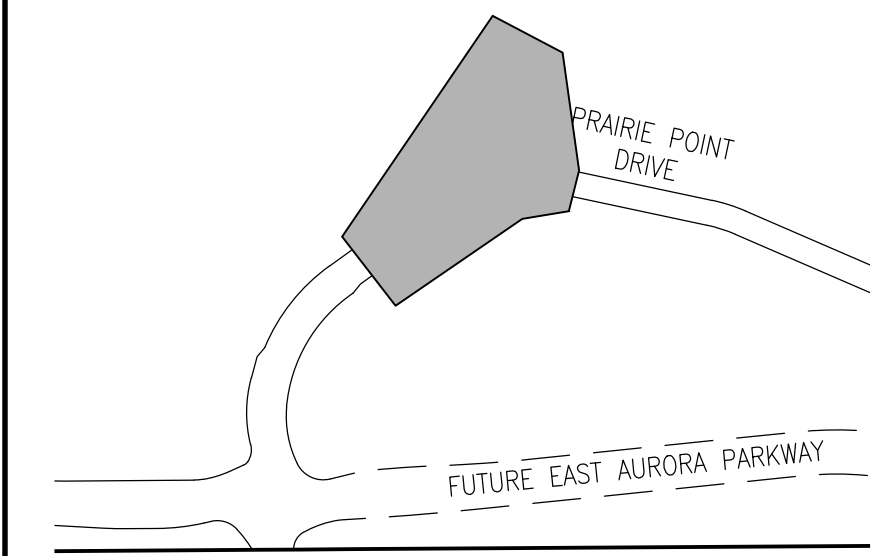
- UE: UTILITY EASEMENT
- ROW: CITY RIGHTS-OF-WAY
- RCP: REINFORCED CONCRETE PIPE STORM SEWER
- S: SANITARY SEWER
- W: WATER MAIN
- G: GAS MAIN

MAGELLAN GAS EASEMENT ENCROACHMENTS

- CITY OF AURORA RIGHTS-OF-WAY (ROW1, ROW2)
- CITY OF AURORA UTILITY EASEMENTS (UE1, UE2, UE3, UE4, UE5)

MAGELLAN GAS LINE

KEY MAP
1"=500'



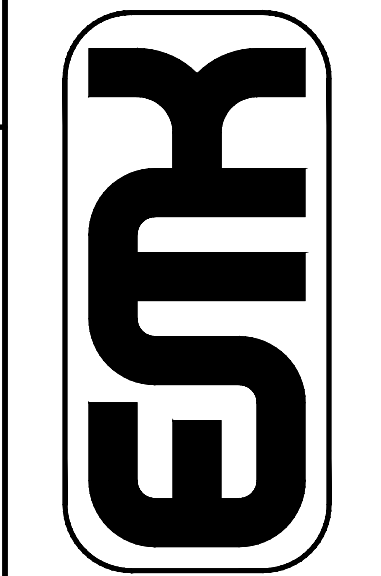
UTILITY LEGEND

PROPOSED	DESCRIPTION	EXISTING
	SANITARY SEWER & MANHOLE	
	SANITARY SEWER SERVICE	
	BUTTERFLY VALVE, WATER MAIN, FIRE HYDRANT, GATE VALVE, REDUCER, & CROSS	
	CHECK VALVE, AIR RELEASE VALVE, PRESSURE REDUCING VALVES	
	BENDS W/THRUST BLOCK & PLUG W/ BLOWOFF	
	WATER SERVICE, METER	
	FIRE SERVICE	
	GAS LINE	
	STORM SEWER, INLET, MANHOLE, & FLARED END SECTION	
	STREET LIGHTS	

UTILITY PLAN VIEW LABELING
8"x22.5" BEND 3+17 < UTILITY STATIONING
STA 14+36 3.6'L < STREET CENTERLINE STATION & OFFSET

UTILITY PROFILE VIEW LABELING
8"x22.5" BEND 3+17 < UTILITY STATIONING
TOP=5692.3 < TOP OF PIPE ELEVATION

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WWW.EMKCONS.COM



SCALE VERIFICATION BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

Know what's below. Call before you dig.

BENCHMARK
CITY OF AURORA BENCHMARK 556633N600Z (FKA ZD-060)
3 INCH DIAMETER BRASS CIP ON 30 INCH LONG STEEL PIPE IN CONCRETE. APPROXIMATE ELEVATION 5692.3. APPROXIMATE POINT OF INTERSECTION OF EAST WEST 4 STRAND BARBED WIRE FENCE AND 22.7 FEET WEST EAST 1/4 SECTION 33, T5S, R66W. NAD 88 ELEVATION 5661.04

UTILITY NOTES

- UNLESS OTHERWISE NOTED, ALL SANITARY SEWER MATERIALS, MANUFACTURING OPERATIONS, TESTING AND INSPECTION OF PVC SEWER PIPE SHALL BE IN CONFORMITY WITH THE REQUIREMENTS OF ASTM D3034-SDR35 FOR 4 INCH TO 15 INCH PVC. ALL BEDDING SHALL BE CLASS B ALTERNATE UNLESS OTHERWISE NOTED.
- RESTRAINED JOINTS FOR SANITARY SEWER SHALL BE IN CONFORMANCE WITH SECTION 203.4 OF THE CITY OF AURORA STANDARDS AND SPECIFICATIONS REGARDING WATER, SANITARY SEWER AND STORM DRAINAGE INFRASTRUCTURE.
- ALL WATER MAINS SHALL BE PVC PIPE PRESSURE CLASS 305 AND SHALL CONFORM TO THE REQUIREMENTS OF DR 14. PVC PIPE SHALL BE FURNISHED IN CAST-IRON PIPE EQUIVALENT OUTSIDE DIAMETERS. ALL BEDDING SHALL BE CLASS B ALTERNATE UNLESS OTHERWISE NOTED.
- ALL STORM SEWER SHALL BE RCP CLASS III, UNLESS OTHERWISE NOTED. ALL BEDDING SHALL BE CLASS B ALTERNATE UNLESS OTHERWISE NOTED.
- SANITARY SEWER MANHOLES TO BE EPOXY LINED WITH A MINIMUM THICKNESS OF 30 MILS ON SEWER MAINS GREATER THAN 12" OR AS INDICATED ON THE PLANS.
- FOR ALL INLETS IN SUMP, THE CONTRACTOR SHALL MAINTAIN A MINIMUM OF 0.50% GRADE AT FLOWLINE INTO INLET.
- SEE EDGE DRAIN INLET CONNECTION DETAIL 405-1 WATER, SANITARY SEWER & STORM DRAINAGE INFRASTRUCTURE STANDARDS & SPECIFICATIONS. ALSO SEE DETAIL S1.19, ROADWAY DESIGN & CONSTRUCTION SPECIFICATIONS

NO.	REVISIONS	DATE	BY



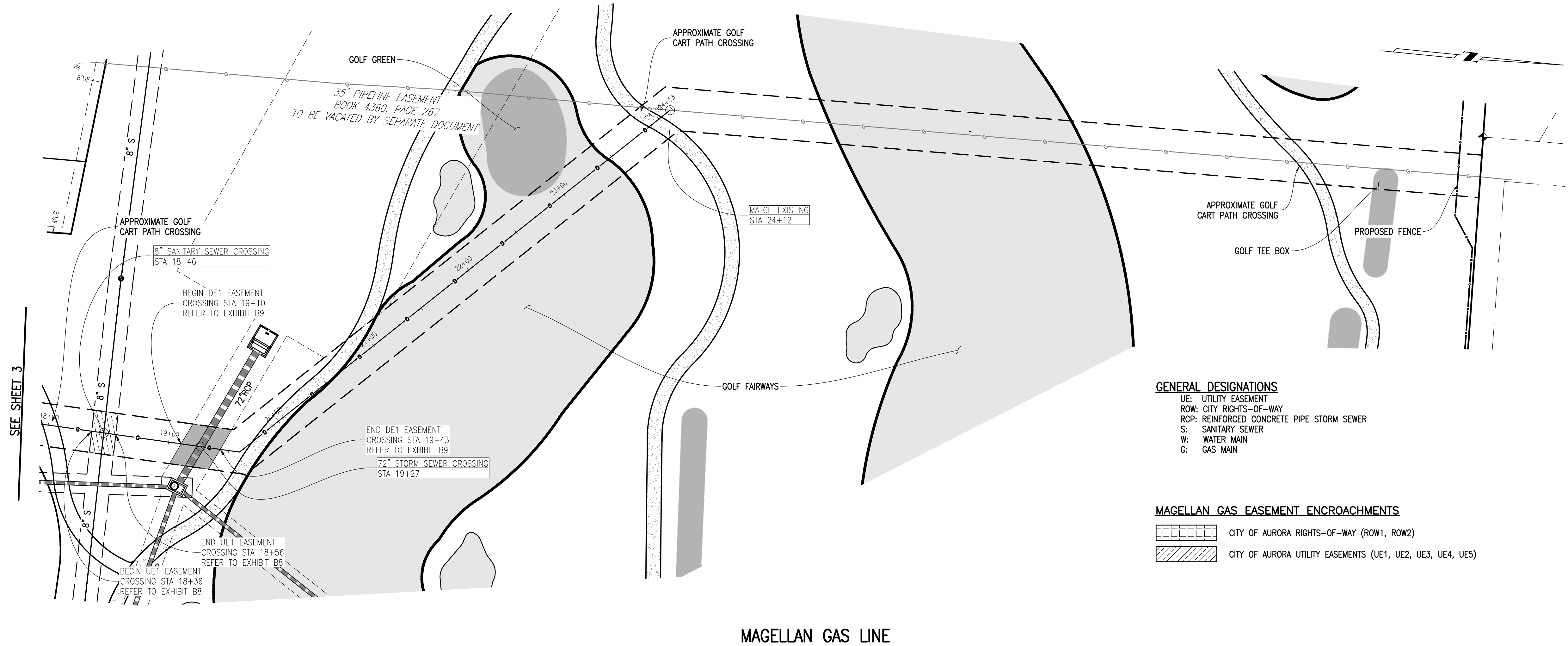
WARNING
HIGH-PRESSURE PIPELINE
EXCAVATION AND/OR CONSTRUCTION PROHIBITED WITHOUT COMPLIANCE WITH STATE ONE-CALL AND WITHOUT WRITTEN PERMISSION FROM MAGELLAN PIPELINE COMPANY
PHONE (303) 877-7198

APPLICANT/OWNERSHIP
CLAYTON PROPERTIES GROUP II, INC.
4908 TOWER ROAD
DENVER, CO 80249
(303) 486-8500
CONTACT: DAVE CARRO

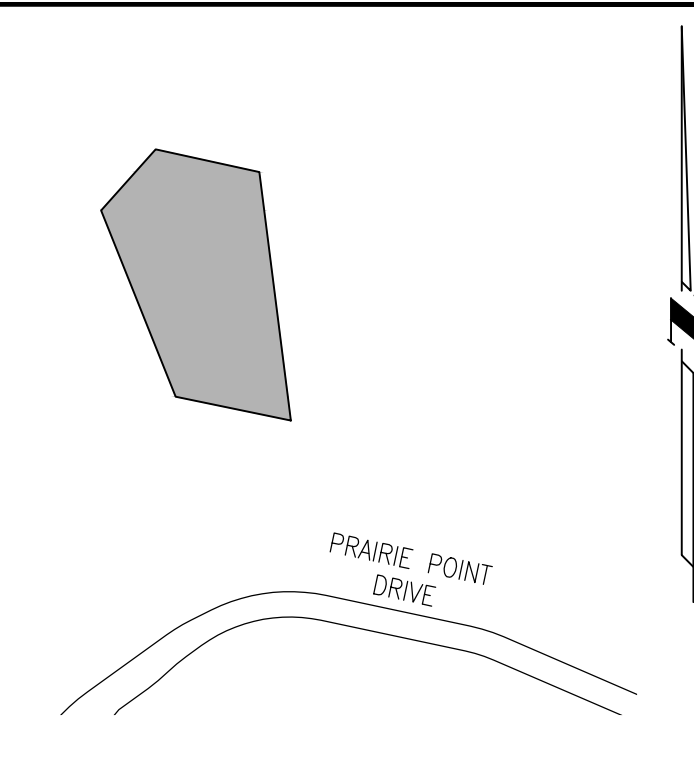
PRAIRIE POINT WEST INFRASTRUCTURE
MAGELLAN GAS

DATE: 03/29/2023
JOB NO: 12187.61
SCALE
HORIZONTAL 1" = 50'
VERTICAL 1" = 5'
3 of 4

**EXHIBIT C
ENCROACHMENT IMPROVEMENTS**



KEY MAP
1"=500'



UTILITY LEGEND

PROPOSED	DESCRIPTION	EXISTING
	SANITARY SEWER & MANHOLE	
	SANITARY SEWER SERVICE	
	BUTTERFLY VALVE, WATER MAIN, FIRE HYDRANT, GATE VALVE, REDUCER, & CROSS	
	CHECK VALVE, AIR RELEASE VALVE, PRESSURE REDUCING VALVES	
	BENDS W/THRUST BLOCK & PLUG W/BLOWOFF	
	WATER SERVICE, METER	
	FIRE SERVICE	
	GAS LINE	
	STORM SEWER, INLET, MANHOLE, & FLARED END SECTION	
	STREET LIGHTS	

UTILITY PLAN VIEW LABELING
 8"x22.5" BEND 3+17 < UTILITY STATIONING
 STA 14+36 3.6'L < STREET CENTERLINE STATION & OFFSET

UTILITY PROFILE VIEW LABELING
 8"x22.5" BEND 3+17 < UTILITY STATIONING
 TOP=5692.3 < TOP OF PIPE ELEVATION

EMK CONSULTANTS, INC.
 LAND DEVELOPMENT
 ENGINEERING SURVEYING
 7006 SOUTH ALTON WAY, BLDG. F
 CENTENNIAL, COLORADO 80112-2019
 (303)694-1520
 WWW.EMKCONS.COM

EMK

811
 Know what's below.
 Call before you dig.

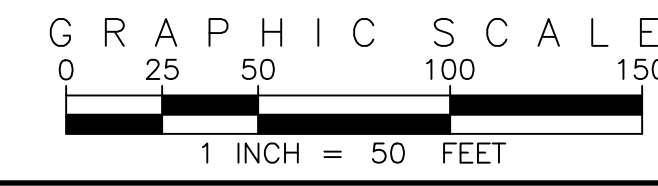
SCALE VERIFICATION BAR IS ONE INCH ON ORIGINAL DRAWING
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

BENCHMARK
 CITY OF AURORA BENCHMARK 556633NE002 (P&A ZD-060)
 3 INCH DIAMETER BRASS CAP ON 30 INCH LONG STEEL PIPE IN CONCRETE
 APPROXIMATE LOCATION: 50 FEET WEST OF EAST 1/4 SECTION 33, T5S, R66W
 APPROXIMATE ELEVATION: 5692.3 FEET
 APPROXIMATE DATE OF INSTALLATION: 2019
 APPROXIMATE DATE OF SURVEY: 2023

UTILITY NOTES

- UNLESS OTHERWISE NOTED, ALL SANITARY SEWER MATERIALS, MANUFACTURING OPERATIONS, TESTING AND INSPECTION OF PVC SEWER PIPE SHALL BE IN CONFORMITY WITH THE REQUIREMENTS OF ASTM D3034-SDR35 FOR 4 INCH TO 15 INCH PVC. ALL BEDDING SHALL BE CLASS B ALTERNATE UNLESS OTHERWISE NOTED.
- RESTRAINED JOINTS FOR SANITARY SEWER SHALL BE IN CONFORMANCE WITH SECTION 203.4 OF THE CITY OF AURORA STANDARDS AND SPECIFICATIONS REGARDING WATER, SANITARY SEWER AND STORM DRAINAGE INFRASTRUCTURE.
- ALL WATER MAINS SHALL BE PVC PIPE PRESSURE CLASS 305 AND SHALL CONFORM TO THE REQUIREMENTS OF DR 14. PVC PIPE SHALL BE FURNISHED IN CAST-IRON PIPE EQUIVALENT OUTSIDE DIAMETERS. ALL BEDDING SHALL BE CLASS B ALTERNATE UNLESS OTHERWISE NOTED.
- ALL STORM SEWER SHALL BE RCP CLASS III, UNLESS OTHERWISE NOTED. ALL BEDDING SHALL BE CLASS B ALTERNATE UNLESS OTHERWISE NOTED.
- SANITARY SEWER MANHOLES TO BE EPOXY LINED WITH A MINIMUM THICKNESS OF 30 MILS ON SEWER MAINS GREATER THAN 12" OR AS INDICATED ON THE PLANS.
- FOR ALL INLETS IN SUMP, THE CONTRACTOR SHALL MAINTAIN A MINIMUM OF 0.50% GRADE AT FLOWLINE INTO INLET.
- SEE EDGE DRAIN INLET CONNECTION DETAIL 405-1 WATER, SANITARY SEWER & STORM DRAINAGE INFRASTRUCTURE STANDARDS & SPECIFICATIONS. ALSO SEE DETAIL S1.19, ROADWAY DESIGN & CONSTRUCTION SPECIFICATIONS

NO.	REVISIONS	DATE	BY



WARNING
 HIGH-PRESSURE PIPELINE
 EXCAVATION AND/OR CONSTRUCTION PROHIBITED
 WITHOUT COMPLIANCE WITH STATE ONE-CALL
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 PHONE (303) 877-7198

APPLICANT/OWNERSHIP
 CLAYTON PROPERTIES GROUP II, INC.
 4908 TOWER ROAD
 DENVER, CO 80249
 (303) 486-8500
 CONTACT: DAVE CARRO

PRairie Point West Infrastructure

MAGELLAN GAS

DATE: 03/29/2023
 JOB NO: 12187.61
 SCALE
 HORIZONTAL 1" = 50'
 VERTICAL 1" = 5'
 4 of 4



CITY OF AURORA

Council Agenda Commentary

Item Title: Resolution Improving HOA Notification Process
Item Initiator: Council Member Francoise Bergan
Staff Source/Legal Source: Jeannine Rustad, Director of Planning and Development Services; Daniel L. Money Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 2.1--Work with appointed and elected representatives to ensure Aurora's interests

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: Yes No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE CITY'S INTENT TO IMPROVE THE CITY'S HOA NOTIFICATION PROCESS FOR LAND DEVELOPMENT WITHIN THE CITY

Sponsor: Council Member Francoise Bergan

Staff Source/Legal Source: Jeannine Rustad, Director of Planning and Development Services; Daniel L. Money, Senior Assistant City Attorney
15 min.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE CITY'S INTENT TO IMPROVE THE CITY'S HOA NOTIFICATION PROCESS FOR LAND DEVELOPMENT WITHIN THE CITY

Sponsor: Council Member Francoise Bergan

Staff Source/Legal Source: Jeannine Rustad, Director of Planning and Development Services; Daniel L. Money, Senior Assistant City Attorney

15 min.

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration

Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: (Check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> Minutes Not Available |

HISTORY (Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)

N/A

ITEM SUMMARY (Brief description of item, discussion, key points, recommendations, etc.)

Under the UDO, HOAs are notified of new development and redevelopment within the City. It is responsibility of the HOA to register yearly with the City and to give the City updated contact information in order to send notification of this development. As HOAs may forget to update this information, the Council seeks to have twice yearly reminders sent to HOA contacts in order to remind of these updates and to retrieve two points of contact for notification to be sent.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

- | | | |
|--|--|--|
| <input type="checkbox"/> Revenue Impact | <input type="checkbox"/> Budgeted Expenditure Impact | <input type="checkbox"/> Non-Budgeted Expenditure Impact |
| <input type="checkbox"/> Workload Impact | <input type="checkbox"/> No Fiscal Impact | |

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

May take additional staff time for tracking and monitoring.

QUESTIONS FOR COUNCIL

Do you wish to forward this Resolution to City Council Study Session?

LEGAL COMMENTS

When an application under this UDO is received, notice shall be sent by mail or electronically to those registered neighborhood groups that have boundaries within one mile of the proposed project site and to property owners abutting the proposed project site. The notice shall include a project description and a conceptual sketch. City staff shall provide a template for the project description and conceptual sketch. (City Code Sec. 5.3.1.B) A neighborhood organization, homeowners' association, business association, or other non-profit group that has registered with the City of Aurora for purposes of receiving notices under or related to this UDO for proposed development within or near a defined area in which its members reside, and whose registration and contact information has been updated at least once within the previous calendar year. (City Code Sec. 6.2) (Money)

RESOLUTION NO. R2023- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE CITY’S INTENT TO IMPROVE THE CITY’S HOA NOTIFICATION PROCESS FOR LAND DEVELOPMENT WITHIN THE CITY

WHEREAS, pursuant to City Code, notification of development projects is communicated to both registered Home Owner Associations (“HOA” or “HOAs”) within one mile of the proposed development, as well as to adjacent landowners; and

WHEREAS, notification to HOAs need the assistance of HOAs and their management companies to provide updated contacts for the notification process to work effectively; and

WHEREAS, the City wishes to improve the HOA notification process by receiving two points of contact for HOA notification and sending twice yearly reminders to these contacts to assist in receiving these updates; and

WHEREAS, the City Council finds an improved notification process is in the best interest of its residents’ health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, THAT:

Section 1. The City Council finds and determines that the HOA notification process for land development within the City will be updated to request two points of contact for the notification process and that the City will send two yearly reminders to these contacts to keep updated records for notification purposes.

Section 2. The City Manager, or designee, will ensure that this policy is implemented in a timely and reasonable manner.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Daniel L Money RLA

DANIEL L. MONEY, Senior Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Prairie Dog Relocation Ordinance
Item Initiator: Juan Marcano, City Council Member; Crystal Murillo, City Council Member
Staff Source/Legal Source: Jeannine Rustad, Planning and Development Services Director/Daniel L. Money, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 6.4--Provide appropriate stewardship of natural resources to ensure long-term sustainability for the city

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: Yes No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING SECTION 4.12.1 TO CHAPTER 146 OF THE CITY CODE PERTAINING TO THE HUMANE TREATMENT AND RELOCATION OF PRAIRIE DOGS AND THE PROTECTION OF ENDANGERED WILDLIFE SUCH AS THE BLACK-FOOTED FERRET AND WESTERN BURROWING OWL

Council Sponsors: Juan Marcano and Crystal Murillo

Staff Source: Jeannine Rustad, Planning and Development Services Director/Legal Source: Daniel L. Money, Senior Assistant City Attorney

Estimated Presentation/Discussion Time: 15 min.

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning & Economic Development

Policy Committee Date: 3/8/2023

Action Taken/Follow-up: (Check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input checked="" type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input checked="" type="checkbox"/> Minutes Attached | <input type="checkbox"/> Minutes Not Available |

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

This item was presented to at the December 1, 2022 Housing, Neighborhood Services and Redevelopment (HORNS) Policy Committee. It was questioned whether HORNS was the appropriate policy committee for the ordinance. Additional questions were raised regarding the time for relocation (6 months) and cost to developers. Sponsors asked for additional information.

The item was presented to PED at the March 8, 2023 meeting. It was determined additional research and refinement of the ordinances was needed. The sponsors and staff have had conversations with the City of Parker regarding their similar ordinance and have revised the ordinance (attached).

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

Council Members Juan Marcano and Crystal Murillo have requested that an Ordinance be brought forth that would require land developers to treat inhabiting prairie dogs humanely and to work with community advocate groups to relocate these prairie dogs prior to development. If relocation is not possible, humane extermination of the prairie dogs would be done through methods approved by the Colorado Department of Agriculture, U.S. Fish and Wildlife Service, and the U.S. Environmental Protection Agency.

This Ordinance would amend the UDO, which would require notice of a public hearing in front of the Planning and Zoning Commission and City Council.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

- | | | |
|--|--|--|
| <input type="checkbox"/> Revenue Impact | <input type="checkbox"/> Budgeted Expenditure Impact | <input type="checkbox"/> Non-Budgeted Expenditure Impact |
| <input type="checkbox"/> Workload Impact | <input type="checkbox"/> No Fiscal Impact | |

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

Staff will need to track applications, determine which sites have prairie dogs, inspect sites and determine when holds need to be placed and lifted. Will required additional staff time from Planning & Development Services, Building, and Housing and Community Development. If moved forward, staff will work with the City of Parker to refine how much time from various departments may be anticipated.

QUESTIONS FOR COUNCIL

Does Council wish to move the Ordinance to Study Session?

LEGAL COMMENTS

An application for an amendment to the text of this UDO or a legislative rezoning of a large area shall only be recommended if the Planning Director and the Planning and Zoning Commission find that the following criteria have been met, and shall only be approved if City Council finds that the following criteria have been met. i. The applicant has demonstrated that the proposed Ordinance amendment is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and a. The change to the Ordinance text is required because of changed conditions or circumstances in all or a portion of the city; or b. The change to the Ordinance text is required to address a new or unforeseen threat to the public health, safety, and welfare; or c. The change to the Ordinance text is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare. (UDO § 5.4.1.C.3.B) (Money)

ORDINANCE NO. 2023- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING SECTION 4.12.1 TO CHAPTER 146 OF THE CITY CODE PERTAINING TO THE HUMANE TREATMENT AND RELOCATION OF PRAIRIE DOGS AND THE PROTECTION OF ENDANGERED WILDLIFE SUCH AS THE BLACK-FOOTED FERRET AND WESTERN BURROWING OWL

WHEREAS, City Council finds that prairie dogs are a keystone species and are critical to the stability of the ecosystem in the City of Aurora; and

WHEREAS, City Council intends to protect prairie dogs when appropriate and encourage more humane means of management when necessary to manage conflict with human land uses; and

WHEREAS, the City advocates for the humane treatment of prairie dogs during the construction of new development through relocation efforts in compliance with Colorado Parks and Wildlife, where possible or, in the alternative, humane extermination; and

WHEREAS, City Council finds that endangered wildlife, such as the black-footed ferret and the western burrowing owl, may use prairie dog burrows for habitat; and

WHEREAS, the City advocates for the protection and/or relocation, under State and Federal laws, of endangered wildlife such as the black-footed ferret and western burrowing owl that may be found on the affected property; and

WHEREAS, the City Council finds and determines that it is desirable for the public health and safety to establish a prairie dog relocation and management plan that also addresses the safety of endangered wildlife, such as the black-footed ferret and western burrowing owl, for any land inhabited by such, prior to issuance of any development permits.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The City Code of the City of Aurora, Colorado, is hereby amended by adding section 4.12.1, to Chapter 146, which section reads as follows:

Sec. 4.12.1 Prairie Dog Treatment and Management.

- A. Intent.** The purpose of this Section is to provide for the humane management of prairie dogs in connection with development. It is the intent of the City of Aurora that prairie dogs shall be managed humanely, with preference given to relocation, if feasible, and if not, humanely exterminated.
- B. Applicability.** The provisions contained in this Section are in addition to and do not supersede, any State or Federal rules, regulations, or standards concerning the

management of prairie dogs. They shall apply to the following application types when prairie dogs are present on a site:

- (1) Demolition permit;**
- (2) Grading plan;**
- (3) Sketch/preliminary plan;**
- (4) Minor development plat;**
- (5) Replat; and**
- (6) Site plan or preliminary site plan.**

C. Relocation. Applicants are encouraged to partner with nonprofit conservation and public interest groups to relocate existing prairie dogs, provided, however, no relocation of prairie dogs shall occur between April 1 and June 1, which is the birthing season.

D. Survey. Before any approval of demolition, grading or building permits, as well as any site plan or development plan approval, any applicant requesting such permit or approval must provide certification to the City that a survey of the property was conducted to identify any endangered wildlife upon the property. If the black-footed ferret and the western burrowing owl, or any other endangered wildlife are detected on the property, the property owner must follow Federal and State law pertaining to the protection and/or relocation of those wildlife.

E. Use of humane extermination. If, after City approval of a development application and a period of not less than thirty (30) days of attempted relocation, such relocation of prairie dogs is infeasible or prohibited, except as provided in Subsection (c) above, the applicant shall utilize humane extermination using a licensed professional exterminator to eradicate all or part of a prairie dog colony. All products shall be approved for use by the Colorado Department of Agriculture, the U.S. Fish and Wildlife Service, and the U.S. Environmental Protection Agency. Humane extermination shall not occur when endangered or threatened species, such as the black-footed ferret or the western burrowing owl, are present on a site until such species are protected or relocated in accordance with the requirements of the U.S. Fish and Wildlife Service. For purposes of this Section, humane extermination shall include the use of products that (1) are nontoxic (such as carbon dioxide and carbon monoxide); (2) eliminate secondary poisoning; and (3) eliminate impacts to non-target species.

F. Certification. As a condition of approval and prior to the commencement of site development, the applicant shall provide certification in a form acceptable to the City indicating compliance with the provisions of this Section.

Section 2. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this Ordinance or with any of the documents hereby approved are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ, AND ORDERED PUBLISHED this ____ day of _____, 2023.

PASSED AND ORDERED PUBLISHED this ____ day of _____, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

DANIEL L. MONEY, Senior Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Opportunity Zones
Item Initiator: Amonick, Andrea Development Services Manager
Staff Source/Legal Source: Andrea Amonick, Development Services Manager/Rachel Allen, Client Group Manager
Outside Speaker: Yuriy Gorlov, Vice President Aurora Economic Development Council
Council Goal: 2012: 5.1--Support an environment conducive to business development and expansion

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: Yes No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

Opportunity Zones
 Andrea Amonick, Development Services Manager/Rachel Allen, Client Group Manager
 Yuriy Gorlov, AEDC Vice President
 Estimated Presentation Time/Discussion Time: 10 minutes/10 minutes

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input checked="" type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning & Economic Development

Policy Committee Date: May 2019, September 2021

Action Taken/Follow-up: (Check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> Minutes Not Available |

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

Opportunity Zones were part of the 2017 tax reform bill, signed in December 2018. The program encourages long-term private investments in low-income population census tracts by providing incentives for real estate projects and operating businesses. The City of Aurora has five tracts included within the program. The areas include the Fitzsimons Innovation Campus, properties along the south side of Colfax Avenue from I-225 to Yosemite, the Metro Center/Aurora Mall area, and the northeast portion of Aurora. AEDC worked with City staff and the state to ensure these areas were designated Opportunity Zones to help attract business investment to commercial areas (undeveloped) versus residential areas (developed). Investment needed to be made by December 31st, 2019 for maximum deferral of capital gains and maximum elimination of any future capital gains, and investing in an Opportunity Zone can be done through December 31st, 2026.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

This is meant to be a brief update on the status of the program's utilization in Aurora, and insight about any new projects on the horizon. The City does not administer this program. Rather it is implemented through private developers/investors within the designated areas. Since its inception, several developments have utilized the program including the Green industrial development in Northeast Aurora, the Legacy housing development in the Fitzsimons Village Redevelopment and another housing project by the same housing developer within the Metro Center Redevelopment.

A program update was presented to the Committee in May, 2019 and September, 2021. Yuriy Gorlov will provide another brief update at the April 12th policy Committee meeting.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

- | | | |
|--|--|--|
| <input type="checkbox"/> Revenue Impact | <input type="checkbox"/> Budgeted Expenditure Impact | <input type="checkbox"/> Non-Budgeted Expenditure Impact |
| <input type="checkbox"/> Workload Impact | <input checked="" type="checkbox"/> No Fiscal Impact | |

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

Presumably the use of this tax deferral should decrease the need for other types of incentives to spur redevelopment.

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

QUESTIONS FOR COUNCIL

Information Only

LEGAL COMMENTS

The City Manager shall be responsible to the Council for the proper administration of all affairs of the City placed in his charge and, to that end, shall have the power and duty to make written or verbal reports at any time concerning the affairs of the City under his supervision upon request of the Council. (City Charter § 7-4(e)) (Allen)



CITY OF AURORA

Council Agenda Commentary

Item Title: Resolution Regarding Aurora Development Review Incentive
Item Initiator: Curtis Gardner, Mayor Pro Tem; Dustin Zvonek, Councilmember
Staff Source/Legal Source: Brian Rulla, Assistant City Attorney
Outside Speaker: None
Council Goal: 2012: 2.1--Work with appointed and elected representatives to ensure Aurora's interests

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

2nd Regular Meeting (if applicable): N?A

Item requires a Public Hearing: Yes No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

Long Title: A Resolution of the City Council of the City of Aurora, Colorado expressing the City's intention to develop an incentive program to expedite the development review process
 Sponsor: Curtis Gardner, Mayor Pro Tem; Dustin Zvonek, Councilmember
 Legal Source: Brian Rulla, Assistant City Attorney
 Presentation Time: 10 Minutes

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval
- Does Not Recommend Approval
- Forwarded Without Recommendation
- Recommendation Report Attached

Minutes Attached

Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

N/A

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

A resolution of the City Council of the City of Aurora, Colorado expressing the City's intention to develop an incentive program to expedite the development review process.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

- Revenue Impact Budgeted Expenditure Impact Non-Budgeted Expenditure Impact
 Workload Impact No Fiscal Impact

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

QUESTIONS FOR COUNCIL

Does the Policy Committee support moving this item forward to Study Session?

LEGAL COMMENTS

The City Manager shall be responsible to the City Council for the proper administration of all affairs of the City placed in his charge and, to that end, he shall have the power and duty to make written or verbal reports at any time concerning the affairs of the City under his supervision. City Charter § 7-4(e). (Rulla)

RESOLUTION NO. R2023- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE CITY’S INTENTION TO DEVELOP AN INCENTIVE PROGRAM TO EXPEDITE THE DEVELOPMENT REVIEW PROCESS

WHEREAS, development activity represents hundreds of millions of dollars of investment each year in Aurora; and

WHEREAS, development activity provides the necessary housing, commercial centers, and industrial buildings that make Aurora a vibrant city; and

WHEREAS, development activity creates thousands of construction jobs and on-going employment in commercial, office, and industrial developments; and

WHEREAS, the timely, consistent, clear, and predictable review and approval of development projects is critical for the success of development in Aurora; and

WHEREAS, incentivizing staff development reviewers will result in efficiencies for the City and the community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, THAT:

Section 1. The Aurora City Council directs the City Manager to implement an incentive program to improve the timeliness of development review.

Section 2. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

BRIAN RULLA, Assistant City Attorney

MEMO

TO: COUNCIL MEMBER FRANCOISE BERGAN, CHAIR PLANNING AND ECONOMIC DEVELOPMENT POLICY COMMITTEE
COUNCIL MEMBER ANGELA LAWSON
COUNCIL MEMBER STEVE SUNDBERG

FROM: BRAD PIERCE, CHAIR OIL AND GAS ADVISORY COMMITTEE

SUBJECT: OIL AND GAS ADVISORY COMMITTEE FOURTH QUARTER 2022 REPORT

DATE: APRIL 12, 2023

I am pleased to provide the First Quarter 2023 Report of the activities of the Oil and Gas Advisory Committee. We had two meetings on WebEx in the First Quarter on January 18, 2023 and March 15, 2023.

January 18, 2023 Virtual Meeting on WebEx:

- Approval of minutes of November 16, 2022
- Officer Elections
 - Brad Pierce was re-elected Chair and Josh Reddell was re-elected Vice Chair
- Public Comment
 - One member of the public was in attendance. He did not make any comments.
- Staff provided updates on the following:
 - Status of Oil and Gas Applications since our November 16, 2022 Meeting
 - Inspection Update
 - General Division Update
- Lowry Ranch Presentation
 - Jeffery Moore gave a presentation on the proposed Lowry Ranch
 - The surface location of the proposed wells are in unincorporated Arapahoe County, as such the City of Aurora is not involved in permitting process
 - Permitting will occur through Arapahoe County and COGCC
 - The wells would be drilled east of Ward VI vertically to about 8,000 feet then turn horizontally to the west for about 2 – 3 miles
 - Comments on the proposal should be directed to Arapahoe County
- Energy and Environment Symposium
 - It will be held April 12 & 13, 2023, in New Castle, CO.
 - Two members of the Oil & Gas Advisory Committee will be able to attend

March 15, 2023 Virtual Meeting on WebEx:

- Approval of minutes of January 18, 2023
- Public Comment
 - Two members of the public were in attendance. They did not make any comments.
- Staff provided updates on the following:
 - Status of Oil and Gas Applications since our January 18, 2023 Meeting
 - Inspection Update
 - General Division Update
 - Presentation of new Oil & Gas Website
 - Presentation of proposed changes to 4 Crestone wells sites.
 - Staffing changes
 - Discussion of future change to the name of the Oil & Gas Division

Our next meeting is May 17, 2023 on WebEx.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Brad Pierce". The signature is written in a cursive, flowing style.

Brad Pierce
Chair, Oil and Gas Advisory Committee