



Planning Division
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January 5, 2024

Allen Crosswell
Aerotropolis Industrial Development LLC
5851 San Felipe Street Ste 230
Houston, TX 77057

Re: Fourth Submission Review – Aerotropolis Logistic Center (ALC) Master Plan

Application Number: **DA-2214-00**

Case Numbers: **2020-7001-00**

Dear Samantha:

Thank you for your fourth submission, which we started to process on December 14, 2023. We have reviewed your plans and attached our comments along with this cover letter. The first section of our review highlights our major comments. The following sections contain more specific comments, including those received from other city departments and community members.

We are getting closer to the Administrative Decision (AD). Here are the next necessary steps. I am awaiting crucial comments from both traffic and ARTA. Once I hear back from them, the City will make a decision about how we will be proceeding: via the AD route, and then subsequent technical submittals or if we need another regular submittal before the AD. I will further provide the dates for whichever option is chosen.

As always, if you have any comments or concerns, please let me know. I may be reached at stimms@auroragov.org.

Sincerely,

Steve Timms, AICP
Planning Supervisor
City of Aurora Planning Department

cc: Eva Mather, Norris Design
Cesarina Dancy, ODA
Filed: K:\SDA\2214rev4



Fourth Submission Review

SUMMARY OF KEY COMMENTS FROM ALL DEPARTMENTS

- Update of minor comments for Planning
- Compliance with PROS requirements
- Avigation Agreement attached

PLANNING DEPARTMENT COMMENTS

1.Completeness and Clarity of the Application

- 1A. Please find attached the avigation agreement for DEN. Please review and, if acceptable, sign, notarize, and return to me for final processing. This can be recorded at the same time as the master plan.

2. Zoning and Land Use Comments

Tab 1: Letter of Introduction:

- 2A. Please add E. in front of all numbered avenues- Sheet 5 (i.e.- E. 48th Avenue, E. 26th Avenue, etc.) (repeat comment).

Tab 2:Development Application:

- 2B. No further comments at this time.

Tab 3: Context Map:

- 2C. No further comments at this time.

Tab 4: Site Analysis:

- 2D. Please add E. in front of all numbered avenues- Sheet 2 (i.e.- E. 48th Avenue, E. 26th Avenue, etc.) (repeat comment).

Tab 5: Response to Written Comments:

- 2E. No additional comments at this time.

Tab 6:Master Plan Narrative:

- 2F. No additional comments at this time.

Tab 7: Public Art Plan:

- 2G. No additional comments at this time.

Tab 8: Land Use:

- 2H. Can you please darken or thicken the planning area boundary lines on the map for ease of reading- Exhibit 8.2?
- 2I. The City does not use the FAR approach for building size or scale. While it can remain as a guide to development, please make it very clear that it is not a requirement (either minimum or maximum). Another option is to remove it completely from the master plan. (repeat comment)
- 2J. Based on the overall developable acreage of the site, can you please estimate the sf buildout for this development? This figure does not need to be included within the Master Plan but would be useful for City staff to be aware of potential outcomes for planning purposes.

Tab 9: Open Space:

- 2K. No additional comments at this time.



Tab 10: Urban Design Features:

2L. Please remove the reference to residential uses on Sheet 5, under the note at the bottom of the page.

Tab 11: Landscape Design:

2M. Sheet 4, under oil and gas. Please change the description to discretion.

2N. Sheet 17- please reference the map on page 14 for the approximate location of these major intersections.

Tab 12: Architecture Design:

2O. No additional comments at this time.

Tab 13: Public Improvement Plan:

2P. No additional comments at this time.

Tab 14: Appendix:

2Q. No additional comments at this time

REFERRAL COMMENTS FROM OTHER DEPARTMENTS AND AGENCIES

3. Civil Engineering (Christopher Eravelly/ ceravelly@auroragov.org / Comments in green)

3A. Tab 13 PIP Doc: Ready for Technical Referral. The FDP/Master Plan will not be approved by Public Works until the master drainage (MD RSN 1429068) study is approved.

4. Traffic Engineering (Carl Harline/ charline@auroragov.org / Comments in amber)

4A. Carl has been out on vacation. Once I receive comments, I will forward them to you, or you may reach out to the reviewer directly.

5. Fire / Life Safety (Reviewer Name / 303-739-7371 / wpolk@auroragov.org / Comments in blue)

5A. No additional comments at this time.

6. PROS (Curtis Bish / 303-739-7131 / cbish@auroragov.org / Comments in mauve)

Tab 9: Open Space: Sheet 3

6A. Remove these planning areas from Form J. They are not considered 'open space' eligible for land dedication credit. Therefore, they should be listed in Form D (Land Use Matrix) and identified as 'Utility Easement/Corridor.'

6B. Provide more description by itemizing the amenities/facilities to be included at the trail nodes mentioned in the Landscape Standards (Tab 11).

6C. Itemize the amenities/facilities/uses that will be provided for use by the general public and employees at these locations.

6D. Delete the word 'private' so that it is not implied that the acreage will not be open for use by the general public.

6E. Describe that the acreage will be equitably distributed and how it will be improved for use by the general public and employees in this area.

6F. Itemize the amenities/facilities/uses to be provided.

6G. Change to 10.6 acres.

Tab 9, Sheet 4:

6H. Revise the Planning Area designations to remove reference to OS. Instead, perhaps use UEC as an acronym for Utility Easement Corridor.

Tab8: Land Use Map, Sheet 4

6I. These planning areas should be identified as "Utility Easement/Corridor." references to 'open space' should be deleted because the acreage is not eligible for land dedication credit.

6J. Change their Planning Area Map Number and code from OS to UEC.



6K. Add the following text: Open space deficit 'of 13.4 acres' to be provided

6L. Change to 10.6 acres.

7. Land Development Services (Maurice Brooks / 303-739-7294 / mbrooks@auroragov.org / Comments in magenta)

7A. No additional comments at this time.

8. Library and Cultural Services/ Public Art- Roberta Bloom / rbloom@auroragov.org .

8A. Once I receive comments, I will forward them to you, or you may reach out to the reviewer directly.

9. Environmental Planning- Maria Alvarez/ malvarez@auroragov.org

9A. No additional comments at this time.

10.ARTA – Matt Hopper/ matt@summit-strategies.net

10A. Once I receive comments, I will forward them to you.



AVIGATION EASEMENT

1. The undersigned (the "Grantor(s)") (is)(are) the owner(s) of that certain parcel of real property more particularly identified and described in the legal description attached to and made a part of this instrument as Exhibit A (the "Property").
2. Grantor(s), for (itself)(themselves), (its)(their) successors and assigns, hereby grant(s) and convey(s) to THE CITY OF AURORA, COLORADO, its successors and assigns (the "City"), and _____ Airport, its successors and assigns ("Airport")(collectively, the "Grantees"), a perpetual and assignable easement in and over the Property and a right-of-way for the free and unrestricted passage and flight of all aircraft in the navigable airspace above the surface of the Property as defined by the Federal Aviation Act of 1958, 49 U.S.C. § 40101, et seq., and the regulations adopted pursuant thereto, as the same are from time to time amended (the "Airspace").
3. Said easement and right-of-way shall include, but is not limited to:
 - a. For the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons of any and all aircraft now known or hereafter invented, used, or designated for navigation of or flight in the air, in, through, across or about any portion of the Airspace; and
 - b. The right to cause or create, or permit or allow to be caused or created in the Airspace, such noise, dust, turbulence, vibration, illumination, air currents, fumes, exhaust, smoke, and all other effects as may be inherent in the proper operation of aircraft; and
 - c. The right to clear and keep clear the Airspace of any portions of buildings, structures, or improvements of any and all kinds, and of trees, vegetation, or other objects, including the right to remove or demolish those portions of such buildings, structures, improvements, trees or any other objects which extend into the Airspace which has not been previously approved by Grantee; and
 - d. The right to mark and light, or cause or require to be marked or lighted, as obstructions to air navigation, any and all buildings, structures, or other improvements, and trees or other objects now upon, or that in the future may be upon, the Property, and that extend into the Airspace; and
 - e. The right of ingress to, passage within, and egress from the Property, solely for the above stated purposes.
4. Grantor(s) hereby covenant(s) with Grantees as follows:
 - a. Grantor(s) will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Property to extend into the Airspace, constitute an obstruction to air navigation, or obstruct or interfere with the use of the easement and right-of-way herein granted; and
 - b. Grantor(s) will not use or permit the use of the Property in such a manner as to create electrical or electronic interference with radio communication or radar operation between any installation upon the Airport and any aircraft.
5. The easement and right-of-way granted herein shall be deemed in gross and is conveyed to Grantees for their benefit and the benefit of any and all member of the general public who may use said easement or right-of-way operating aircraft in or about, or otherwise flying through, the Airspace.

6. The covenants and agreements made herein shall run with the land and shall be binding upon Grantor(s) and (its)(their) successors and assigns.

7. The City is hereby designated as agent for all purposes regarding the enforcement or removal of the easement and right-of-way granted herein.

8. It is understood and agreed that Grantor(s) shall have no right or cause of action, either in law or in equity, for damages or injury to any person or property arising out of or resulting directly or indirectly, from the overflight of aircraft, or for damages or injury to any person or property resulting from any noise or nuisance of any kind or description resulting, directly or indirectly, from aircraft overflights; provided, however, that nothing herein shall divest Grantor(s) of any right or cause of action for damages to any person or property resulting from the negligent operation of aircraft overflights over the described Property at any altitude above ground level.

9. Nothing herein shall be construed to be a waiver of the governmental immunity afforded to the City or any other governmental agency or department by virtue of the Colorado Governmental Immunity Act, Section 24-10-101, et seq, C.R.S., as amended.

EXECUTED this _____ day of _____, _____.

To be recorded in _____ County

GRANTOR(S)

By: _____

By: _____

ATTEST: By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ (and _____), Grantor(s).

Witness my hand and official seal.

Notary Public

My Commission Expires: _____