

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT  
FOR THE CONSTRUCTION OF  
THIRD CREEK WEST REGIONAL IMPROVEMENTS**

This **FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE CONSTRUCTION OF THIRD CREEK WEST REGIONAL IMPROVEMENTS** (“**First Amendment**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between THIRD CREEK METROPOLITAN DISTRICT NO. 1 (“**Third Creek**”), the CITY OF COMMERCE CITY (“**City**”), the COMMERCE CITY E-470 COMMERCIAL AREA GENERAL IMPROVEMENT DISTRICT (“**ECAGID**”), and the COMMERCE CITY E-470 RESIDENTIAL AREA GENERAL IMPROVEMENT DISTRICT (“**ERAGID**”) (collectively, “**Parties**”).

**RECITALS**

A. WHEREAS, Third Creek is a quasi-municipal corporation and political subdivision of the State of Colorado and body corporate, duly and regularly created as a special district under the laws of the State of Colorado, in particular the Special District Act, C.R.S. §§ 32-1-101 *et seq.*, and existing subject to the Consolidated Service Plan for Third Creek Metropolitan District Nos. 1-3;

B. WHEREAS, the ERAGID and the ECAGID (together, the “**GIDs**”) are each a public or quasi-municipal subdivision of the State and body corporate, duly and regularly created as a general improvement district under the Constitution and laws of the State, in particular the General Improvement District Act, C.R.S. §§ 31-25-601 *et seq.*, and pursuant to ordinances adopted by the City;

C. WHEREAS, the Parties previously entered into that certain Intergovernmental Agreement for the Construction of Third Creek West Regional Improvements with an effective date of November 18, 2021 (the “**Agreement**”), pursuant to which the Parties set forth the terms for the design and construction of the Project (as defined in the Agreement) by Third Creek and the reimbursement of costs related thereto, and the GIDs’ administration of funds for the Project;

D. WHEREAS, capitalized terms not defined herein shall have the meanings given to them in the Agreement;

E. WHEREAS, Section 2.a. of the Agreement provides that substantial completion of the Project will be reached by December 31, 2023, and final acceptance will be reached by December 31, 2024;

F. WHEREAS, the Parties desire to extend the substantial completion and final acceptance dates established in the Agreement;

G. WHEREAS, pursuant to the Agreement, it may not be modified or amended except by written agreement of the Parties; accordingly, the Parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this First Amendment, the sufficiency of which is expressly acknowledged, the Parties agree as follows:

1. Amendment. The last sentence of Section 2.a. of the Agreement is hereby deleted in its entirety and replaced with the following sentence:

Substantial completion of the Project will be reached by December 31, 2025,  
and final acceptance will be reached by December 31, 2026.

2. No Other Modification. Except as amended hereby, all other provisions of the Agreement shall remain in full force and effect and are not modified, changed, or amended by this First Amendment.

3. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and, taken together will constitute one and the same instrument. Signature pages may be executed via “wet” signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means.

*(Signature page follows)*

IN WITNESS WHEREOF, the ECAGID, ERAGID, the City and Third Creek execute this First Amendment as of the date first set forth above.

**E-470 COMMERCIAL AREA GENERAL  
IMPROVEMENT DISTRICT**

**E-470 RESIDENTIAL AREA GENERAL  
IMPROVEMENT DISTRICT**

**CITY OF COMMERCE CITY, COLORADO**

\_\_\_\_\_  
Roger Tinklenberg, Executive Director/City  
Manager/

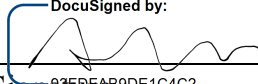
ATTEST:

\_\_\_\_\_  
Dylan A. Gibson, City Clerk/Secretary

APPROVED AS TO FORM:

\_\_\_\_\_, City  
Attorney/General Counsel

**THIRD CREEK METROPOLITAN  
DISTRICT NO. 1**

DocuSigned by:  
  
\_\_\_\_\_  
Signature 3150FAB9DE1C4C2...

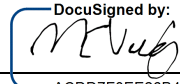
Allison Foster

Printed Name

\_\_\_\_\_  
president

Title

ATTEST:

DocuSigned by:  
  
\_\_\_\_\_  
ACDD7F0EE26B479...

Title: Secretary

**Certificate Of Completion**

Envelope Id: EAB0A6EC37904B9C98A4B1E1172DDBFC

Status: Completed

Subject: Please DocuSign: TCMD1-3 - First Amendment Third Creek West-GID Reimbursement IGA

Client Name: Third Creek Metro District 1-3

Client Number: 011-046358

Source Envelope:

Document Pages: 3

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Natalie Herschberg

AutoNav: Enabled

220 South 6th Street

Envelopeld Stamping: Enabled

Suite 300

Time Zone: (UTC-06:00) Central Time (US &amp; Canada)

Minneapolis, MN 55402

Natalie.Herschberg@claconnect.com

IP Address: 165.225.10.148

**Record Tracking**

Status: Original

Holder: Natalie Herschberg

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5/6/2022 10:38:11 AM

Natalie.Herschberg@claconnect.com

**Signer Events**

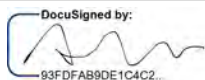
Allison Foster

FosterFamily10@comcast.net

president

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



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**Timestamp**

Sent: 5/6/2022 10:40:01 AM

Viewed: 5/16/2022 3:42:33 PM

Signed: 5/16/2022 3:43:00 PM

Signature Adoption: Drawn on Device

Signed by link sent to FosterFamily10@comcast.net

Using IP Address: 174.198.132.200

Signed using mobile

**Electronic Record and Signature Disclosure:**

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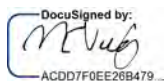
Mary Vaught

mbvaught@aol.com

Secretary

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



ACDD7F0EE26B479...

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Viewed: 5/9/2022 1:31:44 PM

Signed: 5/10/2022 10:46:16 AM

Signature Adoption: Drawn on Device

Signed by link sent to mbvaught@aol.com

Using IP Address: 73.153.154.192

**Electronic Record and Signature Disclosure:**

Accepted: 3/31/2021 8:32:05 AM

ID: efc2ba9f-26ee-4f25-b049-3664ff021efa

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp**

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/6/2022 10:40:01 AM
Certified Delivered	Security Checked	5/9/2022 1:31:44 PM
Signing Complete	Security Checked	5/10/2022 10:46:16 AM
Completed	Security Checked	5/16/2022 3:43:00 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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