

**LEASE BETWEEN CITY OF COMMERCE CITY
AND MURRAY FARMS, INC.,**

THIS LEASE AGREEMENT (the "Lease"), is made and entered into by and between the City of Commerce City, Colorado, a municipal corporation (the "Lessor" and also sometimes referred to herein as "City"), and Murray Farms, Inc., a Colorado corporation (the "Lessee" and also sometimes referred to herein as "Tenant"), whose address is 11010 Havana Street, Brighton, Colorado 80601. The Lessor and Lessee may also be referred to herein, individually as a "Party" or, collectively, as the "Parties."

INTRODUCTION

- A. On June 10, 2008 Lessee and City executed a lease to grant Lessee land for agricultural purposes. The land is described by parcel numbers 0172114206001 and 0172114206002, equaling approximately 47.64 acres, and further depicted in Exhibit A, attached hereto and incorporated herein (the "Leased Premises").
- B. Lessor has continued using the Leased Premises for the purposes and according to the terms and conditions described in that 2008 lease agreement, as such document may have been amended (collectively, the "Prior Lease Agreement").
- C. The Prior Lease Agreement expired by its own terms.
- D. City wishes to continue leasing the Leased Premises to Lessee for agricultural purposes, resulting in noxious weed prevention.
- E. Lessee desires to lease the Leased Premises for the purposes of agricultural development.
- F. In accordance with City's charter, the council may enter into leases for real property in accordance with such procedures as may be prescribed by council.

NOW, THEREFORE, in consideration of the respective promises and mutual covenants and benefits hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Article 1

Leased Premises

1.01. In consideration for its use and occupancy of the Leased Premises, as contemplated under this Lease, Tenant shall operate the Leased Premises in accordance with principles of good husbandry; will do any plowing, seeding, cultivating and harvesting in a manner that reasonably conserves Lessor's property; will use diligence to prevent noxious weeds from going to seed and will use best efforts to keep weeds cut or destroyed; and will control soil erosion as completely as practicable.

1.02. This Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, personal representative, successors, and assigns where permitted by this Lease.

1.03. Lessee's interest hereunder in and to the Leased Premises shall be subject to any and all covenants, conditions, restrictions, reservations, rights, rights-of-way and easements of record or in existence as of the date hereof.

1.04. Lessee shall commit no waste and shall surrender the Leased Premises at the end of the term in as good a condition as they are now, excepting ordinary wear and tear. Lessee shall pay all costs in connection with the planting, harvesting, sale or other disposition of all crops grown on the Leased Premises and shall be entitled to retain all proceeds from the sale of any receipts from such crop disposition without payment to the Lessor.

1.05. Lessor, for and in consideration of the rents, covenants, and promises herein contained, and observed by Tenant, leases the Leased Premises pictured in Exhibit A, except for 2.5 acres located on Havana Street at approximately 102nd Avenue in the Southwest corner of the Lease Premises adjacent to the **O'Brien Canal**, which is being operated by Landlord as a dog park.

1.06. Lessee expressly covenants they will use the Leased Premises solely for the purposes of planting and growing of crops and for no other purpose whatsoever, and will not allow the Leased Premises to be used for any unlawful business or purpose whatsoever.

1.07. Lessee will provide City a detailed list of inventory, existing on the Leased Premises, on or before the Effective Date, and belonging to Lessee (the "inventory"). Lessee will submit an updated Inventory to City at the beginning of each year.

1.08. Upon termination of this Lease, Tenant will have ninety (90) days following the date of termination, to remove their Inventory and it shall remain the possession of Tenant. After the 90 days, the Inventory will become the property of the City

Article 2 **Term and Termination**

2.01. Notwithstanding the Effective Date, and subject to other provisions contained here, the term of this Lease is for a period of three (3) years commencing on the date this Lease is signed by all parties (the "Term"). This Lease also includes two (2) options to renew by written agreement of the Lessor and Lessee extending the terms thereof for a one (1) year per renewal period. Lessee shall give Lessor notice of their desire to renew at least thirty (30) days prior to the expiration of this Lease or any renewed term thereof.

2.02. Either Party may terminate this Lease for any reason, including for its own convenience, at any time prior to the expiration of the Term upon giving at least ninety (90) days written notice of termination to the non-terminating party (the "Notice of Early Termination"). At a minimum, the Notice of Early Termination must state the effective date of such early termination (the "Date of Early Termination"). In the event of such early termination by the City, City will not be liable for financial loss either known or anticipated by Tenant to be made hereunder.

2.03. Lessee agrees that failure to perform any obligation under this Lease, within thirty (30) days after written notice by Lessor, shall constitute a default. In case of default, Lessor thereafter shall have the right to terminate the Lease at any time by giving written notice of termination stating the date of termination.

2.04. Lessee agrees that at the expiration of this Lease, or upon a breach by the Lessee of any of the covenants herein contained, without further notice of any kind, to quit and surrender the possession and occupancy of said premises in as good condition as careful use and natural wear and decay thereof will permit.

2.05. Lessee covenants that all obligations of the Lessee shall be performed up to the date of forfeiture of said Lease, or abandoning said premises, and if it becomes necessary for the Lessor to bring action at law to recover possession or damages, the Lessee agrees to pay a reasonable attorney's fee therefor, and all costs attending the same.

2.06. In the event the Lease is terminated for any reason, excluding default, at the Lessor's option, Lessee shall have the right to the crops planted prior to the time of termination, or the Lessee shall receive fair value of the crop as compensation.

2.07. Upon the expiration or early termination of this Lease, Lessee expressly covenants that it will return the Leased Premises, including all improvements either attached thereto or associated therewith, to Lessor in the same condition that existed as of the Effective Date. Notwithstanding the foregoing, Lessee must remove and properly dispose of any debris or trash upon the expiration or early termination of this Lease.

2.08. City's failure to give notice of any default will not constitute a waiver of such default so as to preclude City from thereafter giving notice of such default and no waiver of any breach of any covenant or provision of this Lease will be construed to be a waiver of any other or subsequent breach of the same or of any other covenant or provision.

2.09. If all or any part of the Leased Premises are destroyed by any natural disaster or casualty, this Lease shall continue in full force and effect to the extent that Lessee is able to plant and grow crops for sale as provided in this Lease except that Lessee may terminate this Lease if the natural disaster or casualty to the Leased Premises is to such an extent that continued use of the Leased Premises for the purposes stated herein is not financially feasible as determined by the Lessee.

Article 3 **Use of the Leased Premises**

3.01. Lessee covenants not to sell, assign, sublet, or relinquish said premises without the written consent of the Lessor, under the penalty of a forfeiture of all the rights of the Lessee under or by virtue of this Lease, at the election of the Lessor.

3.02. Lessor shall have the right to enter the Leased Premises at any time during the Term of this Lease and for any purpose that does not materially and substantially interfere with Lessee's possession. Provided, however, that Lessor agrees to give Lessee prior notice of any survey, soil testing, any type of earth moving, or any use of AV vehicles on the Leased Premises. Lessor shall give Lessee notice of any entry twenty-four (24) hours prior to the planned time of entry, except in the event there is an emergency situation that requires immediate access.

3.03. No furrows shall be run so as to cause ditches to wash said premises, unless first having a written consent of the Lessor. To clean out and maintain in good repair, during the operation of this Lease, all ditches belonging or appertaining to the Leased Premises.

3.04. Tenant may not assign or sublease the Leased Premises, any part thereof, or any right or privilege connected therewith, or to allow any other person, except Tenant's agents, employees, affiliated entities, or business invitees to occupy the Leased Premises, or any part thereof, without first obtaining the City's written consent. Tenant's interest in this

Lease is not assignable by operation of law, nor is any assignment of its interest herein, without City's prior written consent. The Parties agree that any sublease will be memorialized in an amendment to this Lease and will not become effective unless formally approved and executed by an authorized representative of each Party.

3.05. Lessee shall not construct any additional improvements on the Leased Premises or alter any existing improvements located on the Leased Premises without the prior written approval of Lessor.

3.06. Lessee is not authorized to move any City-owned, leased, or controlled items from other City property onto any part of the Leased Premises for Lessee's use.

3.07. Lessee will not restrict ingress or egress to the Leased Premises, in the event fire or other emergency services need access to the area in order to respond to any issue.

3.08. The Lessor operates a dog park consisting of approximately 2.5 acres located adjacent to the Leased Premises, and the Parties agree to peacefully co-exist and to cooperatively confine their operations, activities and so forth to their respective areas, i.e. the dog park and the Leased Premises.

Article 4 **Tenant Responsibilities**

4.01. Tenant must, at all times throughout the Term, keep the Leased Premises free from waste and nuisance, and must deliver up the Leased Premises in good repair and sound condition at the termination of this Lease, ordinary wear and tear and damage by fire, tornado, or other casualty not resulting from, arising out of, or caused by any act or omission of Tenant or any of its officers, employees, contractors, customers, invitees, attendees, agents, or representatives excepted. In the event Tenant should breach this covenant, Landlord will have the right, but not the obligation, to cause repairs or corrections to be made, and any costs attributable to the repairs or corrections will be invoiced by Landlord to Tenant and promptly paid by Tenant to Landlord.

4.02. Lessor shall not, under any circumstances, be liable for the payment of any expense incurred or for the value of any work done or material furnished to the Leased Premises by Lessee. All such work shall be at Lessee's expense and Lessee shall be solely and wholly responsible to all contractors. If, because of any act or omission of Lessee, any mechanic's, materialman's or other lien or order for the payment of money shall be filed against the Leased Premises or against Lessor (whether or not such lien or order is valid or enforceable), Lessee shall, at Lessee's own cost and expense, cause the same to be cancelled and discharged of record and, further, shall indemnify and save harmless Lessor from and against any and all cost, expense, claims or damages, including reasonable attorney's fees, resulting therefrom.

4.03. Lessee agrees to indemnify and hold Lessor, its elected and appointed officials and its current and former officers, employees, and agents harmless for any loss or damage to any party whatsoever for any bodily and personal injury and property damage resulting from the negligence or wrongful acts of the Lessee, its officers, agents, employees or representatives. Lessee further agrees to reimburse Lessor for any and all costs and expenses, including reasonable attorney's fees, incurred by Lessor in investigating or defending against any claim for such loss or damage.

Article 5 Insurance

5.01. Lessee will procure and keep in force the following insurance subject to the conditions below, for the duration of this Lease:

- A. Commercial General Liability Insurance. Comprehensive general liability insurance insuring against any liability for personal injury, bodily injury or death arising out of the performance of the Services with minimum combined single limits of **One Million Dollars (\$1,000,000.00)** for each occurrence and **Two Million Dollars (\$2,000,000.00)** general aggregate.
- B. Excess or Umbrella Requirements. Lessee shall also provide umbrella or excess coverage written on a “follow-form” basis to the underlying policy and in a coverage amount not less than One Million Dollars (\$1,000,000.00). In so doing, the coverage shall provide complete protection to the City consistent with the liability limits that may be imposed upon the City pursuant to C.R.S. § 24-10-114, as may be amended.

5.02. The limits of any insurance required by this Lease will not limit Lessee’s liability.

5.03. Additional Insured. Except for the worker’ compensation policy, if applicable, all required insurance policies shall name the City as an additional insured and will provide that the City, although named as an additional insured, will nevertheless be entitled to recovery under said policies for any loss occasioned to the City or its officers, employees or agents by reason of the negligence of Lessee or its officers, employees, agents, subcontractors or business invitees. The insurance policies will be for the mutual and joint benefit and protection of Lessee and the City. Such policies will be written as primary policies not contributing to and not in excess of coverages the City may carry.

5.04. Qualification; Deductible. Insurance required by this Section will be with companies qualified to do business in the State of Colorado and may provide for deductible amounts as Lessee deems reasonable, but in no event greater than Ten Thousand Dollars (\$10,000.00), and Lessee will be responsible for the payment of any such deductible.

5.05. Cancellation. No such policies will be cancelable or subject to reduction in coverage limits or other modification unless previously approved by the City in writing.

5.06. Coverage Type. Lessee will identify whether the type of coverage is “occurrence” or “claims made.” If the type of coverage is “claims made,” which at renewal Lessee changes to “occurrence,” Lessee will carry a twelve (12) month tail. Lessee will not do or permit to be done anything that will invalidate the policies.

5.07. Evidence of Coverage. Before City executes this Lease, Lessee will provide certificates of insurance policies and all necessary endorsements evidencing insurance coverage required by this Lease. The City will not be obligated under this Lease until Lessee provides acceptable such certificates of insurance and endorsements. If the Term extends beyond the period of coverage for any required insurance, Lessee will, at least ten

(10) days before the expiration of any such insurance coverage, provide the City with new certificates of insurance and endorsements evidencing either new or continuing coverage.

Article 6
Landlord Responsibilities

6.01. Lessor shall maintain the lawn and tress, an average ten (10) feet behind the sidewalk, in the Joliet Street right-of-way.

6.02 Lessor shall maintain the 47.64 acre ditch listed as parcel number 0172114206006, and located in the 10,000 block South of Joliet Street and East of Havana Street.

6.03 Lessor shall install two security gates on the Property to deter any illegal dumping of trash.

6.04 Lessor shall continue routine checks for illegal dumping of trash and will collect any trash dumped, at no cost to Lessee.

Article 7
Representations and Warranties

7.01. Lessee represents and warrants that it has the full right, power, and authority to enter into this Lease and each agreement, document, and instrument to be executed and delivered by Lessee pursuant to this Lease and to carry out the transactions contemplated hereby and thereby. No waiver or consent of any person is required in connection with the execution, delivery, and performance by Lessee of this Lease and each agreement, document, and instrument to be executed and delivered by Lessee pursuant to this Lease.

7.02. Lessee represents and warrants that to their knowledge, there is no dispute or claim concerning any tax liability of Tenant either claimed or raised by any authority in writing.

7.03. Lessee represents and warrants that there are no lawsuits, actions or administrative, arbitration or other proceedings or governmental investigations pending or threatened against or relating to Lessee or the Lessee's properties or business. Lessee has not entered into or been subject to any consent decree, compliance order, or administrative order with respect to any property owned, operated, leased, or used by Lessee. Lessee has not received any request for information, notice, demand letter, administrative inquiry, or formal or informal complaint or claim with respect to any property owned, operated, leased, or used by Lessee or any facilities or operations thereon.

7.04. Lessee represents and warrants that it has not been named by the U. S. Environmental Protection Agency or a state environmental agency as a potentially responsible party (or similar designation under applicable state law) in connection with any site at which hazardous substances, hazardous materials, or other harmful products have been released or are threatened to be released.

7.05. Lessee represents and warrants that it is not in material violation of any laws, rules, or regulations which apply to the conduct of its business or any facilities or property owned, leased, operated, or used by Lessee. There has never been any citation, fine, or penalty imposed, asserted, or threatened against Lessee under any foreign, federal, state, local, or other law or regulation relating to employment, immigration, occupational safety, zoning,

or environmental matters and Lessee is aware of no current circumstances likely to result in the imposition or assertion of such a citation, fine, or penalty.

7.06. Lessee represents and warrants that all such present policies of insurance are, and will be on the closing, in full force and effect. Lessee is not in default in the payment of any premiums with respect thereto, and Lessee is in compliance with the terms thereof.

Article 8 **Environmental Matters**

8.01. “Environmental Laws” means applicable federal, state, and local laws relating to the protection of the public health, welfare, and the environment, including without limitation, those laws relating to the storage, handling, and use of chemicals and other hazardous substances, those relating to any agricultural activities or the use and/or maintenance of the Leased Premises.

8.02. “Release” means depositing, spilling, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing.

8.03. In its use of the Leased Premises, Lessee or any of its officers, employees, contractors, customers, invitees, attendees, agents, or representatives will comply with all applicable Environmental Laws. Lessee will obtain all permits that may be required for its use of the Leased Premises.

8.04. Lessee will not allow the Release of any hazardous chemicals or other materials from its agricultural activities on, onto, or from the Leased Premises. Lessee further must not handle, use, or otherwise manage any chemicals or material on/in the Leased Premises in violation of any Environmental Laws.

8.05. Lessee must immediately provide to City copies of: (i) any documents required to be submitted to a Governmental Authority under any Environmental Laws; (ii) any notice alleging a violation of Environmental Law, or (iii) any demand from or allegation by any third party in relation to hazardous chemicals or materials or Environmental Law. Lessee must promptly deliver to City any information it receives regarding any Release on, to, from, or about the Leased Premises.

8.06. City may conduct, periodic inspections of the Leased Premises and any activities thereon to ensure compliance with Lessee’s environmental covenants.

8.07. If Lessee breaches any of its representations, warranties, or covenants, Lessee at its sole expense, must take all actions required, including environmental cleanup of the Leased Premises, to comply with the representations, warranties, and covenants or applicable law. Lessee will take all action required by any applicable Environmental Laws.

8.08. Lessee will indemnify, defend (upon City’s request), and hold City and its elected officials, employees, invitees, and contractors from loss, cost, liability, or expense (including, but not limited to, reasonable attorneys’ fees and expenses, including all attorney’s fees and expenses incurred by Lessee in enforcing this indemnity) arising from

or relating to a breach of Lessee's environmental representations, warranties, and covenants.

Article 9
Miscellaneous

9.01. The Parties separately acknowledge and confirm that the facts and background information contained in the Introduction to this Lease is incorporated herein for all purposes.

9.02. This Lease may be executed in any number of counterparts, each of which will be deemed an original and constitute one and the same instrument.

9.03. This Lease is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or a trust between the Parties.

9.04. Lessee agrees to comply with any local, state or federal laws, rules or regulations relating to the use or occupancy of the Leased Premises.

9.05. All notices, payment of rent and other communications shall be served in person or given by certified or registered mail and, if intended for Lessor, shall be addressed to Lessor, City of Commerce City, Attention: City Manager, 7887 E. 60th Avenue, Commerce City, CO 80022, or to such other address as may be requested by Lessor in writing and, if intended to Lessee, shall be addressed to Lessee at 11010 Havana Street, Brighton, CO 80601, or to such other address as may be requested by Lessee in writing. Any notice given hereunder by mail shall be deemed delivered 72 hours after it is deposited in the United States Mails, certified or registered mail, addressed as above provided.

9.06. This Lease constitutes the sole and only agreement of the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter herein.

9.07. This Lease, and all claims, disputes, or other matters in controversy between Tenant and City arising thereunder or otherwise in connection with this Lease, will be governed by, and construed in accordance with, the laws of the State of Colorado. All obligations of the Parties under this Lease are performable in Adams County, Texas, and exclusive venue for any cause of action brought under this Lease is in Adams County, Colorado.

9.08. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

9.09. No amendment, modification, or alteration of the terms of this Lease will be binding unless it is in writing, dated subsequent to the date of this Lease, and duly executed by an elected official, officer, or authorized representative of City and Lessee.

9.10. Neither Lessee nor City will be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, or any other catastrophic event which is not reasonably within the control of, nor resulting from, arising out of, or caused by the negligence or willful misconduct of Lessee or City or any of their respective officers, elected officials, employees, or contractors, and which by the exercise of due diligence Lessee or City is unable, wholly or in part, to prevent or overcome.

9.11. When used herein, the singular shall include the plural, and the use of any gender shall be applicable to all genders

9.12. City and Lessee agree to reasonably cooperate with each other in good faith at all times between the Effective Date and the expiration or early termination of this Lease, in order to achieve the purposes and intent of this Lease. Each Party separately acknowledges and represents that this Lease has been executed by its duly authorized representative(s).

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IN WITNESS WHEREOF, THIS LEASE IS EXECUTED AND EFFECTIVE

THIS DAY OF _____, 2024 (the “Effective Date”).

CITY OF COMMERCE CITY

Person, Title
Department of _____

ATTEST:

APPROVED AS TO FORM:

Dylan A. Gibson, City Clerk

Genevieve “Jean” Gill, Assistant City Attorney

MURRAY FARMS

Glenn Murray

EXHIBIT "A"
PROPERTY DESCRIPTION

LEGAL DESCRIPTION

That portion of the Northwest one quarter of Section 14, Township 2 South, Range 67 West of the Sixth Principal Meridian, County of Adams, State of Colorado, being a portion of that certain parcel described in deed to Eugene Corrigan, filed for record at Reception No. C0773236 in the Office of the Adams County Clerk and Recorder, described as follows:

Basis of Bearings: The North line of the Northwest one quarter of Section 14, Township 2 South, Range 67 West of the Sixth Principal Meridian, bears N 89°47'04" E, as monumented by an aluminum cap marked PLS 23516 on the East and the West.

Commencing at the Northwest corner of said Section 14, thence S 00°12'09"E along the West line of said Northwest one quarter of said Section 14, a distance of 871.96 feet; thence N 89°44'59" E departing said line a distance of 30.00 feet to the Point of Beginning; thence N 89°44'59" E a distance of 1622.40 feet to the West line of the O'Brian Canal as described in Book 44 at Page 219;

Thence along the West line of said O'Brian Canal and the East line of the herein described tract the following five (5) courses and distances:

1. along a curve to the left a distance of 214.55 feet, said curve having a radius of 378.31 feet, a delta angle of 32°29'38" and a chord length of 211.69 feet which bears S32°14'04" E, to a 2 inch aluminum cap marked PLS 14108;
2. along a curve to the right a distance of 457.73 feet, said curve having a radius of 971.50 feet, a delta angle of 26°59'43" and a chord length of 453.51 feet which bears S 35°10'18" E;
3. S 21°40'35" E a distance of 517.26 feet;
4. along a curve to the right a distance of 544.55 feet, said curve having a radius of 498.17 feet, a delta angle of 62°37'48" and a chord length of 517.84 feet which bears S 09°37'58" W, to a 2 inch Aluminum Cap marked PLS 14108;
5. S 40°58'21" W a distance of 306.25 feet to the South line of said Northwest one quarter of said Section 14, from which a 1 1/2 inch aluminum cap marked PLS 14108 bears N 40°59' E, a distance of 0.37 feet, and from which the Southeast corner of the Northeast one quarter of said Section 14 bears N 89°38'23" E, a distance of 3334.35 feet;

Thence S 89°38'23" W along said South line of said Northwest one-quarter, a distance of 623.63 feet to the West line of the said O'Brian Canal as located by survey prepared by GEO SURV dated June 20, 2002, from which a rebar with illegible plastic cap bears N 38°09' W, a distance of 0.38 feet, and which the Southeast corner of the Northwest one quarter of said Section 14 bears S 89°38'23" W, a distance of 1300.26 feet;

Thence along the West line of said O'Brian Canal and the West line of the herein described tract the following four (4) courses and distances:

1. N 38°08'53" W a distance of 76.42 feet to a 1 1/2 inch aluminum cap marked PLS 14108;
2. along a curve to the left a distance of 278.79 feet, said curve having a radius of 580.87 feet, a delta angle of 27°29'56" and a chord length of 276.12 feet which bears N 51°32'14" W, to a 1 1/2 inch aluminum cap marked PLS 14108;
3. N 65°17'53" W a distance of 626.96 feet to a 1 1/2 inch aluminum cap marked PLS 14108;
4. along a curve to the left a distance of 450.54 feet, said curve having a radius of 433.67 feet, a delta angle of 59°31'29" and a chord length of 430.55 feet which bears S 84°56'45" W to the East right of way line of Havana Street;

Thence along the East right of way line of said Havana Street and the West line of the herein described tract the following seven (7) courses and distances:

1. N 00°12'09" W a distance of 175.22 feet;
2. S 89°11'05" W a distance of 10.00 feet;
3. N 00°12'09" W a distance of 399.97 feet;
4. N 89°47'51" E a distance of 10.00 feet;
5. N 00°12'09" W a distance of 300.02 feet;
6. S 89°47'51" W a distance of 10.00 feet;
7. N 00°12'09" W a distance of 438.08 feet to the Point of Beginning, County of Adams, State of Colorado

Commerce City will maintain Joliet St. ROW including the tree lawn & on average 10 feet behind the sidewalk.

Farming Area

Farming operations will keep an average 10 foot buffer from the Joliet St. sidewalk.

Commerce City will maintain the ditch (shown in purple) from top of slope to top of slope.

