

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

This FIRST AMENDMENT TO 2012 INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF COMMERCE CITY AND THE URBAN RENEWAL AUTHORITY OF THE CITY OF COMMERCE CITY (the "Amendment") is made and entered into effective this ___ day of _____, 2014 (the "Effective Date"), by and between CITY OF COMMERCE CITY, COLORADO, a home rule municipality whose address is 7887 East 60th Avenue, Commerce City, CO 80022 (the "City"), and the URBAN RENEWAL AUTHORITY OF THE CITY OF COMMERCE CITY, a duly organized urban renewal authority existing pursuant to the laws of the State of Colorado (the "Authority").

WHEREAS, the City and the Authority previously entered into that certain 2012 Intergovernmental Agreement between the City of Commerce City and the Urban Renewal Authority of the City of Commerce City, dated July 12, 2012 (the "2012 IGA"), relating to a loan from the City to the Authority in the amount of \$2.5 million to allow the Authority to demolish structures located at the former Mile High Greyhound Park property at 6200 and 6210 Dahlia Street, Commerce City, Colorado;

WHEREAS, the parties now desire to amend the 2012 IGA and Promissory Note attached thereto for the purpose of increasing the loan amount and clarifying the date upon which interest on the loan amount shall begin to accrue; and

WHEREAS, the 2012 IGA provides that any such amendments must be in writing and by mutual agreement of the parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is expressly acknowledged, the parties hereby agree as follows:

1. Amendments. The 2012 IGA is hereby amended by the following:

a. The seventh (7th) clause of the Recitals is hereby amended to read as follows:

WHEREAS, the Authority desires that the City make a loan to the Authority in the amount of Two Million, Seven Hundred Fifty Thousand Dollars (\$2,750,000.00) (the "Loan") to enable the Authority to effect environmental abatement and demolition of structures on its Property and finance other uses authorized by the Executive Director of the Urban Renewal Authority to support the activities of the Urban Renewal Authority of the City of Commerce City; and

b. Section 1.1 of the 2012 IGA is hereby amended to read as follows:

1.1 Loan Commitment. The City hereby commits to loan **\$2,750,000.00** to the Authority for the purpose of financing the environmental abatement and demolition of structures on the Property described on attached Exhibit "A" and other uses authorized by the Executive Director of the Urban Renewal Authority to support the activities of the Urban Renewal Authority of the City of Commerce City pursuant to the terms and conditions of this Agreement. The Loan shall be evidenced by a

promissory note (the "Promissory Note") executed by the Authority, a copy of which is attached as Exhibit "B".

c. Section 1.2 of the 2012 IGA is hereby amended to read as follows:

1.2 Interest Rate and Repayment of Loan.

1.2.1 The Authority agrees to repay to the City the principal amount of the Loan together with interest on the unpaid balance at the rate of four percent (4%) per annum computed on the then-outstanding balance. Interest on the Loan shall begin to accrue upon the earlier of: (i) the date redevelopment of the Property is commenced by the Authority; or (ii) the date the Property or any portion thereof is sold.

1.2.2 Repayment of the principal amount of the Loan, and any interest accrued thereon, shall be due and payable in equal annual installments extending over a ten-year period commencing the earlier of: (i) one (1) year after the date redevelopment of the Property is commenced by the Authority; or (ii) the date the Property or any portion thereof is sold. Provided, however, the Parties may agree in writing executed prior to the repayment date to extend the repayment date in accord with terms as may be mutually agreed upon.

1.2.3 For the purposes of this Section 1.2, the phrase "the date redevelopment of the Property is commenced" shall mean the date upon which the construction or installation of any improvements to or on the Property, not including public infrastructure such as public roads, curb, gutter, sidewalk, streetlights and the like, are begun by any person other than the Authority or the City.

c. Exhibit B to the 2012 IGA, a Promissory Note in the amount of \$2,500,000.00 dated July 2, 2012 (hereinafter, "Exhibit B"), is hereby amended follows:

i. The amount identified in the upper left-hand corner of Exhibit B is amended to read: \$2,750,000.00.

ii. The first paragraph of Exhibit B is hereby amended to read as follows:

For value received, the undersigned Urban Renewal Authority of the City of Commerce City, Colorado, an urban renewal authority organized and existing under and by virtue of the laws of the State of Colorado ("Maker") whose address is 7887 E. 60th Avenue, Commerce City, Colorado 80022, promises to pay to the order of City of Commerce City, Colorado, a municipal corporation ("Note Holder") at 7887 E. 60th Avenue, Commerce City, Colorado 80022, or such other place as Note Holder shall designate in writing in lawful money of the United States of America the principal sum of Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000.00) with interest thereon as hereinafter set forth. Unless the repayment date is extended by written agreement of the parties as may be mutually agreed upon, all amounts due and owing hereunder shall be due and payable in equal annual installments

extending over a ten-year period commencing the earlier of the following: (i) one (1) year after the date redevelopment of the property described on Exhibit "A" to the 2012 Intergovernmental Agreement ("2012 IGA") referenced below (the "Property") is commenced by Maker; or (ii) the date the Property or a portion thereof is sold by Maker.

d. Section 1 of Exhibit B is hereby amended as follows:

1. Loan and Loan Documents. This promissory note (the "Note") evidences a certain loan from Note Holder to Maker (the "Loan") made pursuant to 2012 Intergovernmental Agreement dated July 2, 2012 between Note Holder and Maker to finance the environmental abatement and demolition of structures on the Property. This Note and the 2012 IGA shall be together referred to herein as the "Loan Documents". All conditions, covenants and agreements contained in the 2012 IGA shall be applicable to this Note.

e. Section 3 of Exhibit B is hereby amended as follows:

3. Interest. Interest shall accrue on the unpaid principal balance at the rate of four percent (4%) per annum computed on the outstanding and unpaid portion of the Loan from the date hereof. Interest on the Loan shall begin to accrue upon the earlier of: (i) the date redevelopment of the Property is commenced by the Authority; or (ii) the date the Property or any portion thereof is sold.

2. Remainder of 2012 IGA in Full Force and Effect. All other provisions of and exhibits to the 2012 IGA and Exhibit B thereto shall remain unchanged and in full force and effect.

[Remainder of this page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

CITY OF COMMERCE CITY

Brian K. McBroom, City Manager

ATTEST:

Laura J. Bauer, CMC, City Clerk

Approved as to form:

Gregory D. Graham, Assistant City Attorney

**URBAN RENEWAL AUTHORITY OF THE
CITY OF COMMERCE CITY**

Brian K. McBroom, Executive Director

ATTEST:

Laura J. Bauer, CMC, City Clerk

Approved as to form:

Gregory D. Graham, Assistant General Counsel