

**AGREEMENT FOR WATER CREDITS ON VICTORY CROSSING
(RMA Lands)**

THIS AGREEMENT FOR WATER CREDITS ON VICTORY CROSSING (the “Agreement”) is made and entered into effective this ____ day of _____, 2013, by and between the South Adams County Water and Sanitation District (“District”), a special district and quasi-municipal corporation of the State of Colorado, and the City of Commerce City, a Colorado home rule municipality (“Commerce City”).

RECITALS

WHEREAS, the District currently provides municipal water and wastewater service within its boundaries, for the benefit of its residents and property owners located in Adams County, State of Colorado; and

WHEREAS, Commerce City is the owner of certain real property (hereinafter, the “Property”), which is described in **Exhibit A** attached hereto and incorporated herein by this reference; and

WHEREAS, with this Agreement, Commerce City is concurrently filing a petition for inclusion of the Property (“Petition”) to reconfirm the inclusion into the District, and has signed a conveyance of groundwater rights associated with the Property, and Commerce City has agreed to follow all statutory requirements with respect to such inclusion; and

WHEREAS, the District is interested in having the Property included into the District, subject to the Rules and Regulations of the District, as they may be amended, and subject further to the terms and conditions of this Agreement as set forth below; and

WHEREAS, the District will follow all statutory requirements concerning the Petition reconfirming the inclusion, and has authorized the execution of this Agreement; and

WHEREAS, the District recognizes that Commerce City has already dedicated certain water rights for use on the Property also known as the RMA Property, Prairie Gateway Property, or Victory Crossing Property, under the April 28, 2004, Intergovernmental Agreement between Commerce City and the District (the “2004 IGA”); and

WHEREAS, Commerce City and the District desire to enter into this Agreement to properly account for said water which has been dedicated.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and stipulations expressed herein, the District and Commerce City agree as follows:

1. Previous Water Dedications.

a. The District's Rules and Regulations require that, prior to receipt of water or wastewater service from the District for a particular property, a landowner is required to acquire and dedicate to the District senior surface water rights, water storage, other water resources or facilities sufficient to provide the water supply needed to serve the projected development for that property.

b. In the 2004 IGA, the District agreed that up to 900 acre-feet of raw ground water from the District's southern alluvial system could be utilized for irrigation and other non-potable uses on the Property, provided that the City dedicated sufficient augmentation water to the District to account for the amount of water that will be consumed by such non-potable water uses, no later than 2009. The 2004 IGA assumes that the non-potable water uses will be 85% consumptive.

c. The District and Commerce City agree that under the 2004 IGA, Commerce City has dedicated 215.9 acre feet of augmentation water for use on the Property for which the District has assigned to Commerce City 215.9 acre-feet of augmentation water credits. Based upon 85% efficiency, the 215.9 acre-feet of augmentation water credits resulted in the ability of Commerce City or its assigns to use 254 acre-feet of raw alluvial water for irrigation purposes. Assuming 0.53 acre-feet per Equivalent Residential Unit ("ERU"), the 254 acre-feet of raw alluvial water equated to 479.25 non-potable ERUs.

2. Water Dedication Credits. Commerce City or its assigns have purchased a total of 561.95 ERUs of non-potable connections for property which was originally part of the RMA Property under the 2004 IGA, and Commerce City expects to purchase additional non-potable and potable connections for the Property in the future. The District agrees, as set forth below, to provide financial credits to Commerce City, in lieu of the 479.25 non-potable ERUs, to be applied toward future connections for the Property.

a. The District hereby agrees to provide financial credits to Commerce City for its dedication of augmentation water associated with the Property in the amount of three thousand six hundred eighty-three dollars (\$3,683.00) per ERU for each of 479.25 ERUs purchased for the Property by Commerce City or its assigns, for a total of one million seven hundred sixty-five thousand sixty dollars and thirty-eight cents (\$1,765,060.38) of financial credits due to Commerce City (the "Financial Credits"). The District will provide the Financial Credits as set forth in Paragraph 2b and 3 below.

b. Commerce City's projected remaining irrigation demands on the Property are 62.8 acre-feet, or 118.49 ERUs (the "Additional Irrigation Demand"), for which Commerce City or its assigns will be required, as such need arises, to purchase non-potable water connections from the District. At such time, the District will assess against the Financial Credits ten thousand six hundred thirty-one dollars (\$10,631.00) per ERU associated with the purchase of the non-potable water connections for the Additional Irrigation Demand, and no other fees or charges shall be made or assessed for the

purchase of such non-potable water connections. Based on the foregoing, the total amount to be ultimately assessed against the Financial Credits will be one million two hundred fifty-nine thousand six hundred seventy-three dollars and twenty-one cents (\$1,259,673.21), leaving a balance in Financial Credits of five hundred five thousand three hundred eighty-seven dollars and seventeen cents (\$505,387.17) (the "Financial Credit Balance").

3. Potable Water. Pursuant to the 2004 IGA, the District agreed to provide 400 acre-feet of potable water for use on the Property for which no dedication of additional resources were required. Said 400 acre-feet equals 754.72 potable ERUs. As of the date of this Agreement, 656.0 potable ERUs remain available for use on the Property (the "Available Potable ERUs"). As the Property develops, Commerce City or its assigns will be required to purchase potable water connections from the District. At such time, the District will assess against the Financial Credit Balance seven hundred seventy dollars (\$770.00) per ERU associated with the purchase of potable water connections for the Available Potable ERUs, and no other fees or charges shall be made or assessed for the purchase of such potable water connections.

4. District Provision of Certain Augmentation Water. Commerce City or its assigns also previously purchased an additional 82.7 ERUs for irrigation (the "Purchased ERUs") for which Commerce City did not provide augmentation water. The District shall provide the augmentation water to support the Purchased ERUs and the 118.49 ERUs of Additional Irrigation Demand.

5. Future Water Dedications. Commerce City recognizes that the number of ERUs held by Commerce City may not be sufficient to provide all of the water resources needed for full development of the Property. The District and Commerce City shall continue to coordinate on such water dedication requirements and credits therefor, as development plans continue.

6. Agreement Subject to Inclusion Agreement. This Agreement is further subject to that certain Agreement for Inclusion in South Adams County Water and Sanitation District entered into by the parties and dated _____, 2013, relating to, among other things, the non-potable water system; future water and sewer taps; future service to the Property; rates, fees and charges; and the Rules and Regulations of the District.

7. Successors and Assigns. This Agreement is between Commerce City and the District only, and there are no third party beneficiaries. Commerce City may assign portions of the Financial Credits under this Agreement to subsequent purchasers of the Property in writing. In the event of a dispute between the City and any of its successors or assigns regarding the Financial Credits or the augmentation water, the City shall resolve such disputes without liability to the District.

8. Remedies. Commerce City and the District hereby acknowledge that this Agreement may be enforced in law or in equity by a decree of specific performance, damages, foreclosure of liens, or other such legal and equitable relief as may be available, subject to the provisions of the statutes of the State of Colorado. The prevailing party shall be entitled to

collect its attorney fees and costs in any action necessary to enforce the terms of this Agreement. Any such action shall lie within Adams County District Court, State of Colorado.

9. Survival of Terms. The provisions of this Agreement shall be deemed to survive any transfer of the Property, shall be binding upon the respective parties' successors, transferees and assigns, and shall be and remain covenants running with the Property.

10. Entire Agreement; Severability. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof, and supersedes all prior conversations, proposals, negotiations, understandings and agreements, whether written or oral; all of which are merged herein. If any portion of this Agreement shall be deemed to be ineffective or without force and effect by any court of competent jurisdiction, then the invalidity or unenforceability of such provision shall not affect the enforceability of the other provisions hereof.

11. No Precedent. The provisions of this Agreement are deemed to be unique and special with regard to the Property, and do not create a precedent for future inclusions or matters pertaining to other properties.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

13. No Amendment. Nothing herein shall amend or abrogate the 2004 IGA.

[Remainder of this page intentionally left blank – signature page(s) follow]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement for Inclusion as of the date indicated above.

CITY OF COMMERCE CITY

Sean Ford, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Sean Ford, Mayor of the City of Commerce City.

Witness my hand and official seal.

Notary Public

My commission expires: _____

SOUTH ADAMS COUNTY WATER AND
SANITATION DISTRICT a Colorado special
district and quasi-municipal corporation

JoAnn Stevenson, President

ATTEST:

John Ennis, Secretary

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by JoAnn Stevenson, President, and John Ennis, Secretary, South Adams County Water and Sanitation District.

Witness my hand and official seal.

Notary Public

My commission expires: _____

Parcel owned by the City of Commerce City

LEGAL DESCRIPTION FROM AN-187-04 AND AN-213-07

A PARCEL OF LAND LOCATED IN SECTION 9 AND THE WEST HALF OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND THE WEST HALF OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 9 AND CONSIDERING THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9 TO BEAR SOUTH 89°39'19" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 89°39'19" WEST ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 9, A DISTANCE OF 2680.68 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 9;

THENCE SOUTH 89°40'00" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, AND LEAVING SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 9, A DISTANCE OF 563.75 FEET TO THE SOUTHEAST CORNER OF THE U.S. POST OFFICE PROPERTY DESCRIBED IN DACA 45-4-71-6185 OF THE RECORDS OF THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE ALONG THE EAST, NORTH AND WEST BOUNDARY OF SAID U.S. POST OFFICE PROPERTY DESCRIBED IN DACA 45-4-71-6185, THE FOLLOWING FOUR (4) COURSES;

- 1) NORTH 00°20'02" WEST ALONG SAID EAST BOUNDARY, AND LEAVING SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 9, A DISTANCE OF 2127.00 FEET TO SAID NORTH BOUNDARY;
- 2) SOUTH 89°40'00" WEST ALONG SAID NORTH BOUNDARY, AND LEAVING SAID EAST BOUNDARY, A DISTANCE OF 1505.00 FEET TO SAID WEST BOUNDARY;
- 3) SOUTH 00°20'02" EAST ALONG SAID WEST BOUNDARY, AND LEAVING SAID NORTH BOUNDARY, A DISTANCE OF 1467.00 FEET;
- 4) NORTH 89°40'00" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF THE CITY AND COUNTY OF DENVER PROPERTY DESCRIBED IN DA 25-066-ENG-14461 OF THE RECORDS OF THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE SOUTH 00°20'02" EAST ALONG SAID CITY AND COUNTY OF DENVER PROPERTY DESCRIBED IN DA 25-066-ENG-14461, AND LEAVING SAID WEST BOUNDARY OF THE U.S. POST OFFICE PROPERTY DESCRIBED IN DACA 45-4-71-6185, A DISTANCE OF 660.00 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE SOUTH 89°40'00" WEST ALONG SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 9, AND LEAVING THE WEST BOUNDARY OF SAID CITY AND COUNTY OF DENVER PROPERTY DESCRIBED IN DA 25-266-ENG-14461, A DISTANCE OF 600.00 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 9;

THENCE NORTH 00°20'02" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 9, AND LEAVING THE SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 9, A DISTANCE OF 2655.27 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 9;

THENCE NORTH 00°30'29" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, AND LEAVING SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 9, A DISTANCE OF 2651.30 FEET TO THE NORTHWEST CORNER OF SAID SECTION 9, AND THE SOUTHWEST CORNER OF SAID SECTION 4;

THENCE NORTH 00°32'10" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, AND LEAVING SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 9, A DISTANCE OF 2652.97 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 4;

THENCE NORTH 89°38'06" EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, AND LEAVING SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 33, A DISTANCE OF 1323.45 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33;

THENCE NORTH 00°28'34" EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, AND ALONG SAID EXISTING CITY OF COMMERCE CITY LIMITS, AND ALONG SAID EAST LINE OF CITY OF COMMERCE CITY ANNEXATION AN-ORD-104, AND LEAVING SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 4, A DISTANCE OF 2552.42 FEET TO THE NORTHWEST CORNER OF SAID SECTION 4, AND THE SOUTHWEST CORNER OF SAID SECTION 33;

THENCE NORTH 00°36'14" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, AND ALONG SAID EXISTING CITY OF

COMMERCE CITY LIMITS, AND ALONG SAID CITY OF COMMERCE CITY ANNEXATION AN-ORD-104, AND LEAVING SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 4, A DISTANCE OF 1321.33 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

ALSO BEING A LINE OF THE PRESENT CITY OF COMMERCE CITY LIMITS LINE AS SHOWN ON THE ANNEXATION MAP TO THE CITY OF COMMERCE CITY (AN-187-04), RECORDED IN RECEPTION NO. REC. NO. 20041029001090120 ON OCTOBER 29, 2004 IN ADAMS COUNTY RECORDS, A DISTANCE OF 1323.37 FEET TO A POINT ON THE WESTERLY LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER AND ALSO BEING A LINE OF THE PRESENT CITY OF COMMERCE CITY LIMITS LINE AS SHOWN ON THE ANNEXATION MAP TO THE CITY OF COMMERCE CITY (AN-ORD-104), RECORDED IN FILE 16, MAP 776 ON OCTOBER 27, 1988 IN ADAMS COUNTY RECORDS;

THENCE NORTH 00°36'03" WEST, ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER AND ALSO BEING THE PRESENT CITY OF COMMERCE CITY LIMITS LINE AS SHOWN ON THE ANNEXATION MAP TO THE CITY OF COMMERCE CITY (AN-ORD-104), RECORDED IN FILE 16, MAP 776 ON OCTOBER 27, 1988 IN ADAMS COUNTY RECORDS, A DISTANCE OF 1321.34 FEET

THENCE NORTH 00°29'08" WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, AND LEAVING SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, AND LEAVING SAID CITY OF COMMERCE CITY LIMITS, AND LEAVING SAID EAST LINE OF CITY OF COMMERCE CITY ANNEXATION AN-ORD-104, A DISTANCE OF 1321.45 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33;

THENCE NORTH 00°30'00" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33, AND ALONG SAID EXISTING CITY OF COMMERCE CITY LIMITS, AND ALONG SAID EAST LINE OF CITY OF COMMERCE CITY ANNEXATION AN-ORD-104, AND LEAVING SAID NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, A DISTANCE OF 1128.37 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 2, AND A POINT ON THE SOUTHEASTERLY LINE OF CITY OF COMMERCE CITY ANNEXATION AN-ORD-290, FILE 13, MAP 91 OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE NORTH 41°24'05" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 2, AND ALONG SAID SOUTHEASTERLY LINE OF CITY OF COMMERCE CITY ANNEXATION AN-ORD-290, AND ALONG SAID CITY OF COMMERCE CITY LIMITS, AND LEAVING SAID WEST LINE OF THE

NORTHWEST QUARTER OF SECTION 33, A DISTANCE OF 2002.89 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 33;

THENCE NORTH 89°52'41" EAST ALONG SAID NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 33, AND LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 2, AND LEAVING SAID EXISTING CITY OF COMMERCE CITY LIMITS, AND LEAVING SAID SOUTHEASTERLY LINE OF CITY OF COMMERCE CITY ANNEXATION AN-ORD-290, A DISTANCE OF 323.88 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33;

THENCE SOUTH 00°25'02" EAST ALONG THE EAST LINE OF SAID WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 33, AND LEAVING SAID NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 33, A DISTANCE OF 2620.73 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 33;

THENCE SOUTH 00°27'22" EAST ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 33, AND LEAVING SAID EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 33, A DISTANCE OF 2641.40 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 33, AND THE NORTHWEST CORNER OF THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 4;

THENCE SOUTH 00°19'20" WEST ALONG THE EAST LINE OF SAID WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 4, AND LEAVING THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 33, A DISTANCE OF 2553.85 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 4;

THENCE SOUTH 00°20'41" WEST ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 4, AND LEAVING SAID EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 4, A DISTANCE OF 2652.76 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, AND A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9;

THENCE NORTH 89°38'08" EAST ALONG SAID NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 9, AND LEAVING SAID EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, A DISTANCE OF 999.96 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 9;

THENCE NORTH 89°38'20" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, AND LEAVING SAID NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 9, A DISTANCE OF 2668.27 FEET TO THE NORTHEAST CORNER OF SAID SECTION 9;

THENCE SOUTH 00°15'20" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, AND LEAVING SAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 9, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 89°55'41" EAST ALONG A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, AND LEAVING SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 9, A DISTANCE OF 50.00 FEET TO A POINT ON THE EXISTING CITY AND COUNTY OF DENVER LIMITS;

THENCE SOUTH 00°15'20" EAST ALONG A LINE 50.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 9, AND ALONG SAID EXISTING CITY AND COUNTY OF DENVER LIMITS, AND LEAVING SAID LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 10, A DISTANCE OF 2604.00 FEET TO A LINE 50.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9;

THENCE SOUTH 00°15'30" EAST ALONG SAID LINE 50.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 9, AND ALONG SAID EXISTING CITY AND COUNTY OF DENVER LIMITS, AND LEAVING SAID LINE 50.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 9, A DISTANCE OF 2654.24 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10;

THENCE SOUTH 89°29'47" WEST ALONG SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 10, AND ALONG SAID EXISTING CITY AND COUNTY OF DENVER LIMITS, AND LEAVING SAID LINE 50.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 9, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 9, ALSO BEING THE POINT OF BEGINNING.

PARCEL CONTAINS 917.161 ACRES (39,951,515 SQUARE FEET), MORE OR LESS.

EXCEPT, LOT 1, BLOCK 1, ACSD 14 HIGH SCHOOL PLAT, CONSISTING OF APPROXIMATELY 54.539 ACRES; AND

EXCEPT, TRACT A PRAIRIE GATEWAY ROADS PHASE 2, CONSISTING OF APPROXIMATELY 148.149 ACRES; AND

EXCEPT, LOT 1, BLOCK 2, PRAIRIE GATEWAY FILING NO. 1, CONSISTING OF APPROXIMATELY 15.079 ACRES.

EXCEPT SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT PARCEL 0182309300001

ADAMS COUNTY RECEPTION NUMBER 2011000027857

A PARCEL OF LAND LOCATED IN SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW ¼ SW ¼) OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MERIDIAN, COUNTY OF ADAMS, CITY OF COMMERCE CITY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9 FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 9 BEARS SOUTH 89°39'53" WEST 500 FEET; THENCE NORTH 00°20'07" WEST 660 FEET; THENCE NORTH 89°39'55" EAST 100 FEET; THENCE SOUTH 00°20'07" EAST 660 FEET THENCE SOUTH 89°39'53" WEST 100 FEET; TO THE POINT OF BEGINNING; EXCEPT THE SOUTH 40 FEET THEREOF WHICH IS EAST 56TH AVENUE ROADWAY.

CONSISTING OF APPROXIMATELY 1.4233 ACRES.

Inclusion Parcel B (aka the "Halo Parcel" owned partially by the City of Commerce City and partially by South Adams County Water and Sanitation District)

A PARCEL OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 33;

1. THENCE NORTH 89°37'47" EAST, A DISTANCE OF 1326.07 FEET ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER ALSO BEING THE PRESENT CITY OF COMMERCE CITY LIMITS LINE AS SHOWN ON THE ANNEXATION MAP TO THE

CITY OF COMMERCE CITY (AN-187-04), RECORDED IN RECEPTION NO. REC. NO. 20041029001090120 ON OCTOBER 29, 2004 IN ADAMS COUNTY RECORDS;

2. THENCE SOUTH 00°29'02" EAST, ALONG THE EAST LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER AND ALONG THE LINE OF THE PRESENT CITY OF COMMERCE CITY LIMITS LINE AS SHOWN ON THE ANNEXATION MAP TO THE CITY OF COMMERCE CITY (AN-187-04), RECORDED IN RECEPTION NO. REC. NO. 20041029001090120 ON OCTOBER 29, 2004 IN ADAMS COUNTY RECORDS, A DISTANCE OF 1320.83 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER AND ALSO BEING A CORNER OF THE PRESENT CITY OF COMMERCE CITY LIMITS LINE AS SHOWN ON THE ANNEXATION MAP TO THE CITY OF COMMERCE CITY (AN-187-04), RECORDED IN RECEPTION NO. REC. NO. 20041029001090120 ON OCTOBER 29, 2004 IN ADAMS COUNTY RECORDS;

3. THENCE SOUTH 89°36'29" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER AND ALSO BEING A LINE OF THE PRESENT CITY OF COMMERCE CITY LIMITS LINE AS SHOWN ON THE ANNEXATION MAP TO THE CITY OF COMMERCE CITY (AN-187-04), RECORDED IN RECEPTION NO. REC. NO. 20041029001090120 ON OCTOBER 29, 2004 IN ADAMS COUNTY RECORDS, A DISTANCE OF 1323.37 FEET TO A POINT ON THE WESTERLY LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER AND ALSO BEING A LINE OF THE PRESENT CITY OF COMMERCE CITY LIMITS LINE AS SHOWN ON THE ANNEXATION MAP TO THE CITY OF COMMERCE CITY (AN-ORD-104), RECORDED IN FILE 16, MAP 776 ON OCTOBER 27, 1988 IN ADAMS COUNTY RECORDS;

4. THENCE NORTH 00°36'03" WEST, ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER AND ALSO BEING THE PRESENT CITY OF COMMERCE CITY LIMITS LINE AS SHOWN ON THE ANNEXATION MAP TO THE CITY OF COMMERCE CITY (AN-ORD-104), RECORDED IN FILE 16, MAP 776 ON OCTOBER 27, 1988 IN ADAMS COUNTY RECORDS, A DISTANCE OF 1321.34 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS AN AREA OF 1,750,050 SQUARE FEET, OR 40.1756 ACRES, MORE OR LESS.

THE BASIS OF BEARINGS IS THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED ON THE SOUTH END BY A FOUND 3" ALUMINUM CAP STAMPED "DMWW" IN RANGE BOX WITH NO LID, AND THE NORTH END BY A FOUND 3.25" ALUMINUM CAP STAMPED "WC, LS 17488, 1991" FOR A WITNESS CORNER, WHICH BEARS NORTH 00°36'03" WEST, A DISTANCE OF 2642.67 FEET.

EXCEPT that portion currently owned by South Adams County Water and Sanitation District for the Klein Water Treatment Facility.