

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), made this 4th day of August 2015 by and between the STATE OF COLORADO for the use and benefit of THE DEPARTMENT OF TRANSPORTATION, whose address is 4201 East Arkansas Avenue, Denver, Colorado, hereinafter referred to as the "State" or "CDOT," and The City of Commerce City, 7887 East 60th Avenue, Commerce City, Colorado 80022, CDOT Vendor #: 2000396 (the "Local Agency.")

WHEREAS, authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project costs in Fund Number 400, Function 3404, GL Acct 4511000010, WBS Element 19970.10.50, (Contract Encumbrance Amount: \$15,700,000.00).

WHEREAS, Colorado Revised Statutes ("CRS") §43-2-106 (1) (a) provides that the Transportation Commission may determine that a state highway, or portion thereof, no longer functions as a state highway and with the agreement of each affected county or municipality the state highway, or portion thereof, is abandoned. CRS §43-2-106 (1) (b) further provides that any county or municipality receiving a payment from CDOT as a result of CRS §43-2-106 (1) (a) shall credit the payment to a special fund to be used only for transportation-related expenditures.

WHEREAS, Governor John Hickenlooper and CDOT Executive Director Don Hunt announced the Responsible Acceleration of Maintenance and Partnerships ("RAMP") program to accelerate completion of transportation projects.

WHEREAS, the Local Agency submitted an application ("Application") to CDOT for approval by the CDOT Commission to participate in the RAMP program.

WHEREAS, the CDOT Commission adopted Resolution TC-3206 on November 20, 2014 (the "Resolution") approving the list of projects shown in the document entitled "RAMP Partnership and Operations Projects – Preliminary Recommendations 10/16/2013 ("Projects List")."

WHEREAS, roadway transfers from CDOT to the Local Agency ("Devolutions") are a part of the RAMP program, and as part of the approval under the Resolution, the Local Agency now desires to obtain ownership of a portion of State Highway 2 which is located between US 6 / US 85 and I-76, beginning at northerly right of way line of 62nd Avenue and ending near the southeasterly right of way line of I-76, in Commerce City.

WHEREAS, the Local Agency proposed to take ownership of State Highway 2 in Commerce City, as described in **Exhibit A** (Roadway Plans) and **Exhibit B** (Legal Descriptions) which are attached hereto (collectively, the "Abandoned Segment"), in exchange for a payment of \$15,700,000.00 from CDOT (the "Payment"). The Abandoned Segment subject to the Exclusion, if any, is referred to as the "Highway Segment."

WHEREAS, on November 20, 2014, the CDOT Commission adopted Resolution Number

TC-3206 (**Exhibit C**) authorizing said proposal of the Local Agency be funded and specifying that the Highway Segment would be transferred in an “as is” condition in exchange for the payment by CDOT to the Local Agency on the date of the transfer of ownership of the Highway Segment to the Local Agency.

WHEREAS, the Parties desire to enter into this Agreement and agree upon the conditions of the abandonment of the Highway Segment by the State and acceptance by the Local Agency pursuant to the terms and conditions of this Agreement.

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the provisions of CRS §§ 29-1-203, 43-1-106, 43-1-110, 43-1-114, 43-202.7, 43-2-101, 43-2-106, 43-2-110, 43-2-144, and 43-2-303, as amended.

NOW, THEREFORE, it is hereby agreed that:

1. This Agreement establishes the general provisions for and defines certain responsibilities regarding the State’s abandonment and acceptance by the Local Agency of the Highway Segment.
2. This Agreement shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or their designee (the “Effective Date”). The State shall not be liable to pay or reimburse the Local Agency for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.
3. The governing body of the Local Agency shall have adopted the following provisions through formal Resolution or Ordinance:
 - 1) agreeing the Highway Segment, no longer serves the ongoing purposes of the State highway system (“Provision 1”); and
 - 2) committing the Local Agency to accept ownership of the Highway Segment in the “as is” condition in exchange for a payment of \$15,700,000.00 from CDOT to be credited to a special fund to be used only for transportation-related expenditures; and specifying the following additional requirements: (2) that in exchange for Payment the Local Agency shall maintain the Highway Segment in a reasonable and safe condition as a county highway or city street and (3) pursuant to 23 USC 131, as amended (The Highway Beautification Act of 1965) (the “Act”), the Local Agency shall adhere to the standards regarding outdoor advertising and CDOT shall provide period inspection of the Highway Segment to insure standards of the Act are met (collectively, “Provision 2”).

The Local Agency adopted resolution(s) are attached hereto as **Exhibit D**.

The parties agree that (A) Provision 1 and Provision 2 do not have to be adopted by the Local Agency in the same resolution or ordinance, (B) that if Provision 2 is adopted by the Local Agency prior to the Commission Resolution (as such term is defined in Section 4 below), it shall be conditional and subject to the passage of the Commission Resolution and the transfer of ownership of the Highway Segment to the Local Agency effective upon the filing of a quit claim deed pursuant to Section 5 hereof, and (C) Provision 2 shall be adopted by the Local Agency as soon as practical and no later than 90 days after passage of the Commission Resolution.

4. Following the adoption by the Local Agency of Provision 1, the Colorado Transportation

Commission shall adopt a resolution (**Exhibit C**) abandoning the Highway Segment (the "Commission Resolution").

5. A Quit Claim Deed, similar to the form of quit claim deed attached hereto as **Exhibit E**, will be executed within 120 days of a legal description which is mutually agreed upon by the Parties. This Quit Claim Deed shall be filed by the Local Agency in the County Clerk and Recorder's Office for the Highway Segment. The Local Agency shall give CDOT a copy of the filed quit claim deed within 30 days of the Local Agency's receipt of the Payment or the Highway Segment shall be subject to reversion and the entire Payment shall be returned to CDOT without reduction. The quit claim deed will include a reversion provision stating that if the Highway Segment is not used for the purpose of a county highway or a city street, if the Local Agency does not meet the Signage Requirements or if the Local Agency attempts to transfer right-of-way to all or any portion of the Highway Segment to any party except CDOT or the State, title of the Highway Segment will automatically revert back to CDOT. The legal description of the Highway Segment that is the subject of the quit claim deed is attached hereto as **Exhibit B**.

CDOT and the Local Agency agree that upon a reversion of the Highway Segment to CDOT, a proportionate share of the Payment to the Local Agency shall be returned to CDOT, which shall be calculated as follows:

The Payment – (Monthly Fee x Maintenance Period) – [(Monthly Fee/Partial Month Days) x Elapsed Days] = payment to CDOT

The "Monthly Fee" is equal to $1/240^{\text{th}}$ of the Payment. The "Maintenance Period" is equal to the number of full months after the date of receipt of the Payment by the Local Agency through the Date of Reversion. The "Date of Reversion" is the day ownership of the Highway Segment is transferred to CDOT pursuant to this Section 5. "Partial Month Days" is the number of days in the month which is the subject of the pro rata calculation for a partial month. "Elapsed Days" is the number of elapsed days in the month which is subject of the pro rata calculation for a partial month from either (A) the Local Agency's receipt of the Payment through the end of the month or (B) the beginning of the month through the Date of Reversion.

For example, assuming that the Payment is \$9,000,000, if the Payment is received by the Local Agency on March 1, 2010 and the Highway Segment reverts to CDOT on January 13, 2011, the Local Agency must pay CDOT an amount equal to $\$9,000,000 - (\$37,500 \times 10) - [(\$37,500/31) \times 13] = \$8,609,271.19$.

If the Highway Segment reverts to CDOT more than 20 full years following the Local Agency's receipt of the Payment, no portion of the Payment shall be returned to CDOT.

6. Upon execution of this Agreement, CDOT will promptly provide the Payment of \$15,700,000.00 to the Local Agency. The Payment by the State to the Local Agency as described herein shall constitute the total consideration from the State to the Local Agency related to the abandonment and transfer of the Highway Segment.
7. The project area is located in a mixed-use corridor comprised of industrial and commercial properties that have existing or past hazardous materials on site. Of particular concern is the Rocky Mountain Arsenal, which is a National Priority List facility with well-documented soil and groundwater contamination. There are contaminated groundwater

plumes associated with Rocky Mountain Arsenal, called the Off-Post Operable Units. Groundwater contamination is being treated and monitored, in accordance with EPA-approved operation and maintenance plans. There is a possibility that groundwater beneath large portions of the project area are impacted by these groundwater plumes originating from the Rocky Mountain Arsenal. Many of these facilities are identified in the project area as having potential or recognized environmental conditions. The Local Agency, to the extent permitted by law, shall indemnify and hold-harmless CDOT from any liability and costs associated with solid or liquid hazardous waste disturbed, generated or remediated as a consequence of any work or construction post devolution of SH2.

8. The Local Agency is prohibited from transferring right-of-way to all or any portion of the Highway Segment to any party except CDOT or the State. Any such attempt to transfer right-of-way to all or any portion of the Highway Segment in violation of this Section 7 shall be deemed null and void. Upon any attempt by the Local Agency to transfer right-of-way to all or any portion of the Highway Segment to any party except CDOT or the State, the Highway Segment shall automatically revert to CDOT pursuant to Section 5 hereof.
9. If CDOT believes that the Local Agency is not maintaining the Highway Segment in a reasonable and safe condition as a county road or a city street and/or that the Local Agency is not meeting the Signage Requirements, CDOT shall notify the Local Agency in writing describing the condition. CDOT and the Local Agency shall meet as soon as reasonably possible and attempt to resolve the matter and develop a remediation plan. The Local Agency shall have a reasonable period of time to remedy such condition. If the Local Agency fails to remedy the condition to the full satisfaction of CDOT within the reasonable time period established by CDOT, the Highway Segment shall be subject to reversion pursuant to Section 5 hereof. CDOT shall provide the Local Agency with written notice of its intention to re-acquire the Highway Segment pursuant to reversion.
10. Each individual identified below is the principal representative of the designating party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Joy French
CDOT Region 1
2000 South Holly Street
Denver, Colorado 80222
303-757-9528

B. Local Agency:

Maria D'Andrea
City of Commerce City
7887 East 60 th Avenue
Commerce City, Colorado 80022
303-289-8756

11. This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written executed and approved pursuant to the State Fiscal Rules.
12. This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.
13. The "Special Provisions" attached hereto are hereby made a part hereof. For the purpose of this Agreement and application of the Special Provisions, as all references to the "the contractor" shall be deemed to refer to the Local Agency and all references to the "Contract" shall be deemed to refer to the Agreement.
14. To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.
15. It is expressly understood and agreed that the Local Agency or their employees, contractors, consultants, or assigns shall not in any respect be deemed an agent of the State.
16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to the Local Agency under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §16 applies.

The Local Agency agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state agreements/contracts and inclusion of agreement/contract performance information in a statewide contract management system.

The Local Agency's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Agreement, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of the Local Agency's performance shall be part of the normal Agreement administration process and the Local Agency's performance will be systematically recorded in the statewide Agreement Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of the Local Agency's obligations under this Agreement shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Local Agency's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Agreement term. The Local Agency shall be notified following each performance

Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that the Local Agency demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by CDOT, and showing of good cause, may debar the Local Agency and prohibit the Local Agency from bidding on future agreements. The Local Agency may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of the Local Agency, by the Executive Director, upon showing of good cause.

17. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Local Agency and the State, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. Further, it is the express intention of the Local Agency and the State that any person other than parties hereto that may receive services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
18. The Local Agency represents and warrants that they have taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law, to legally authorize the undersigned signatory to execute this Agreement on behalf of said public entity, and to bind said public entity to its terms.
19. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement. Any provision of this Agreement whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Agreement to the extent that the agreement is capable of execution.
20. At all times during the performance of this Agreement, the parties shall strictly adhere to all applicable federal and state laws, rules and regulations that have been or may hereafter be established.
21. The signatories hereto aver that they are familiar with 18-8-301, et seq. (Bribery and Corrupt Influences) and 18-8-401, et seq. (Abuse of Public Office), C.R.S., and that no violation of such provisions is present.
22. The signatories aver that to their knowledge, no state employee has a personal or beneficial interest whatsoever in the service or property described herein.

23. The Local Agency's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer, or subcontracting without such consent shall be void. All assignments and subcontracts approved by the Local Agency or the State are subject to all of the provisions hereof. The Local Agency shall be solely responsible for all aspects of subcontracting arrangement and performance.
24. This Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.
25. Modification
- a. By the Parties. Except as specifically provided in this Agreement, modifications of this Agreement shall not be effective unless agreed to in writing by both parties in an amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.
 - b. By Operation of Law. This Agreement is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.
26. Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Local Agency fails to perform or comply as required.
27. If the Local Agency is not a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS§24-10-101, et seq., the Local Agency shall indemnify, save and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by the Local Agency, or its employees, agents, subcontractors or assignees pursuant to the terms of this Agreement. This clause is not applicable to a Local Agency that is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS§24-10-101, et seq.
28. All suits, actions, proceedings related to this Agreement shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.
29. Any and all limitations of liability and/or damages in favor of the Local Agency contained in any document attached to and/or incorporated by reference into this Agreement, whether referred to as an exhibit, attachment, schedule or any other name, are void and of no effect. This includes, but is not necessarily limited to, limitations on (i) the types of liabilities, (ii) the types of damages, (iii) the amount of damages, and (iv) the source of payment for damages.
30. The provisions of this Agreement shall govern the relationship of the State and the Local Agency. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, such conflicts or inconsistencies shall be resolved by reference

to the documents in the following order of priority:

1. Colorado Special Provisions,
 2. The provisions of the main body of this Agreement,
 3. Exhibit A (Roadway Plans),
 4. Exhibit B (Legal Description(s)),
 5. Exhibit C (Commission Resolution),
 6. Exhibit D (Local Agency Resolution(s)),
 7. Exhibit E (Quit Claim Deed).
31. CORA Disclosure. To the extent not prohibited by federal law, this Agreement and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-200.1, et seq.

SPECIAL PROVISIONS

These Special Provisions apply to all contracts except where noted in *italics*.

1. **CONTROLLER'S APPROVAL.** CRS §24-30-202(1). This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY.** CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
4. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.
5. **COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
6. **CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
7. **BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
8. **SOFTWARE PIRACY PROHIBITION.** Governor's Executive Order D 002 00. State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
9. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST.** CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
10. **VENDOR OFFSET.** CRS §§24-30-202 (1) and 24-30-202.4. *[Not Applicable to Intergovernmental Agreements]* Subject to CRS 24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.
11. **PUBLIC CONTRACTS FOR SERVICES.** CRS §8-17.5-101. *[Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, institution of higher education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.
12. **PUBLIC CONTRACTS WITH NATURAL PERSONS.** CRS §24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Revised 1-1-09

SIGNATURE PAGE

Routing Number: 15 HA1 73127

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

* Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

THE LOCAL AGENCY City of Commerce City By: <u>SEAN Ford</u> Title: <u>Mayor</u> <u>[Signature]</u> *Signature Date: <u>3-2-15</u>	STATE OF COLORADO John W. Hickenlooper, GOVERNOR Colorado Department of Transportation Donald E. Hunt, Executive Director <u>[Signature]</u> By: <u>Joshua Laipply, Chief Engineer</u> Date: <u>7/8/2015</u>
	LEGAL REVIEW Cynthia H. Coffman, Attorney General By: <u>[Signature]</u> Signature - Assistant Attorney General Date: <u>7/31/15</u>

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If The Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay The Local Agency for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: [Signature]

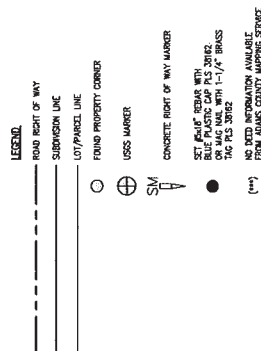
Colorado Department of Transportation

Date: 8/4/15

Exhibit A

Exhibit A

Roadway Plans

[illegible]SURVEYOR'S CERTIFICATE.

I, AARON MURPHY, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE BOUNDARY SURVEY SHOWN HEREON WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE AND ACCURATE.

AARON MURPHY, PLS 38182
FOR AND ON BEHALF OF
HARRIS KOCHER SMITH

INDEX OF SHEETS	
1	COVER
2	BOUNDARY DESCRIPTION
3 TO 4	SECTION DIAGRAM
5 TO 13	PLAN VIEW
14 TO 19	MONUMENT TABULATION

[illegible]

- 1) NORTH 47°25'05" EAST, A DISTANCE OF 4,286.03 FEET;
- 2) NORTH 47°25'05" EAST, A DISTANCE OF 796.83 FEET;
- 3) NORTH 47°25'05" EAST, A DISTANCE OF 796.83 FEET;
- 4) NORTH 47°25'05" EAST, A DISTANCE OF 796.83 FEET;
- 5) NORTH 47°25'05" EAST, A DISTANCE OF 81.03 FEET;
- 6) NORTH 47°25'05" EAST, A DISTANCE OF 111.04 FEET;
- 7) NORTH 47°25'05" EAST, A DISTANCE OF 27.80 FEET;
- 8) NORTH 47°25'05" EAST, A DISTANCE OF 252.38 FEET;
- 9) NORTH 47°25'05" EAST, A DISTANCE OF 96.81 FEET;
- 10) NORTH 47°25'05" EAST, A DISTANCE OF 96.81 FEET;
- 11) NORTH 47°25'05" EAST, A DISTANCE OF 96.81 FEET;
- 12) NORTH 47°25'05" EAST, A DISTANCE OF 96.81 FEET;
- 13) ALONG THE ARCS OF SAND CURVE TO THE LEFT HAVING A RADIUS OF 2,620.00 FEET, A CENTRAL ANGLE OF 55°46'25", AN ARC LENGTH OF 128.35 FEET; AND A CHORD WHICH BEARS NORTH 47°25'05" EAST, A DISTANCE OF 128.35 FEET;

[illegible][illegible]

811 Know what's below.
Call before you dig.

UNITES.	ORDERED BY: MW DOWNEY	Hemodynamic status
---------	--------------------------	--------------------

[illegible][illegible][illegible][illegible]

Commerce
BOUNDARY
BOUNDARY
STATE HIGHWAY

CITY

[illegible]

CONSIDERING AT THE EAST QUARTER CORNER OF SEC. 22, T. 36N., R. 77W., $\frac{1}{4}$ AC. A DISTANCE OF 18.617' TO THE POINT OF BEGINNING, AND POINT ON THE EASTERLY RIGHT OF R. 6.6 W. 1/4 (A. 204);

1. THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF R. 6.6 W. 1/4 TO A POINT ON A CURVE, CHORD BEARS N. 53.574° W., HAVING A RADIUS OF 103.040' FEET, A CENTRAL ANGLE OF 60° 00' 00", A DISTANCE OF 22.810' TO A POINT OF NON-ANGEMENT, A CHORD BEARING S. 40.307° W., A DISTANCE OF 42.738' FEET;

2. THENCE CONTINUING ALONG SAID R. 6.6 W. 1/4 CONTINUING ALONG SAID R. 6.6 W. 1/4 TO A POINT ON A NON-ANGEMENT CURVE, CHORD BEARS N. 40.307° W., HAVING A RADIUS OF 103.040' FEET, A CENTRAL ANGLE OF 60° 00' 00", A DISTANCE OF 22.810' FEET, A CHORD BEARING S. 40.307° W., A DISTANCE OF 42.738' FEET;

3. THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF R. 6.6 W. 1/4 ALONG THE ARC OF A CURVE, TO THE POINT, CHORD BEARS N. 40.307° W., HAVING A RADIUS OF 103.040' FEET, A CENTRAL ANGLE OF 60° 00' 00", A DISTANCE OF 22.810' FEET, A CHORD BEARING S. 40.307° W., A DISTANCE OF 42.738' FEET;

4. THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF R. 6.6 W. 1/4 TO A POINT ON A CURVE,

STANDARDS INS MARKER IN LOD CAP IS SOUTH 89°42'37" WEST,
1982 (2013). THE BEARING OF THE LINE BETWEEN STATIONS MUST BEING A STANDARD INS MARKER IN CONCRETE COLLAR AND "4002 BEING
SOUTH 89°42'37" WEST.
SOUTHERN PROFESSIONAL LAND SURVEYOR NUMBER 29757
FOR AND ON BEHALF OF:
4002 BEING IN ROW/350' MET
4002 BEING IN ROW/350' MET
DENVER, CO 80216

DEVOLUTION VEY TION	DATE	ISSUE DATE: 1-28-15	PROJECT # 14122	SHEET NO.
	3-2-15	PER COMMENTS	REVISION COMMENTS	
	3-2-15	PER COMMENTS		2

					2 OF 15
--	--	--	--	--	---------



81.

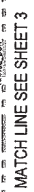


CALL 3 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE,
OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER
UTILITIES.

STATE HIGHWAY NO. 2 DEVOLUTION
BOUNDARY SURVEY
SECTION DIAGRAM 1

[illegible]

SHEET NO. 3 3 OF 11



811 Know what's below.
Call before you dig.

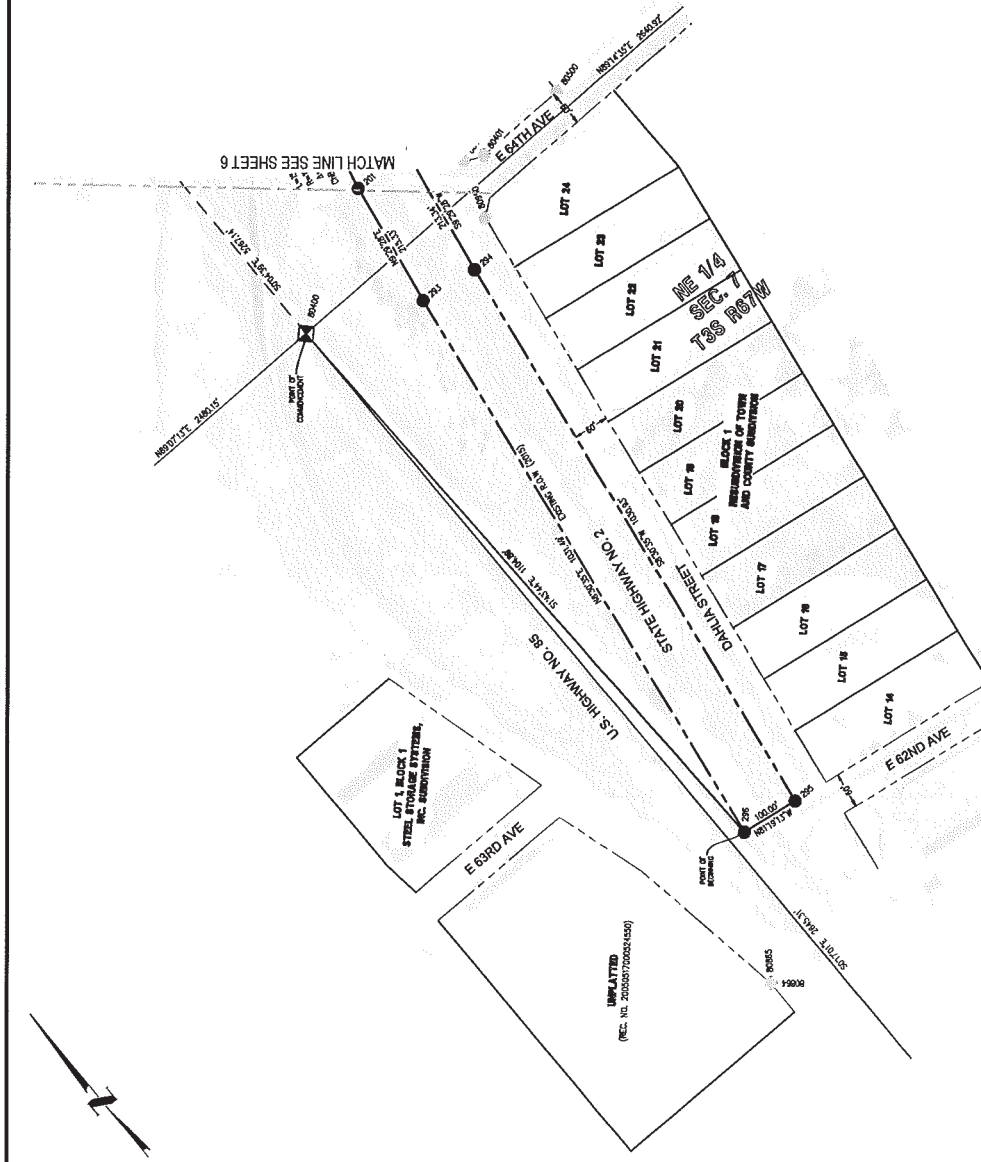


Commerce
CITY

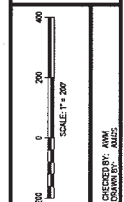
STATE HIGHWAY NO. 2 DEVOLUTION
BOUNDARY SURVEY
SECTION DIAGRAM 2

[illegible]

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.



811
Know what's below.
Call before you dig.
CALL AN 811 NUMBER TO LOCATE DEPT. OF THE STATE
REGULATORY FOR THE LAYOUT OF UNDERGROUND UTILITIES.

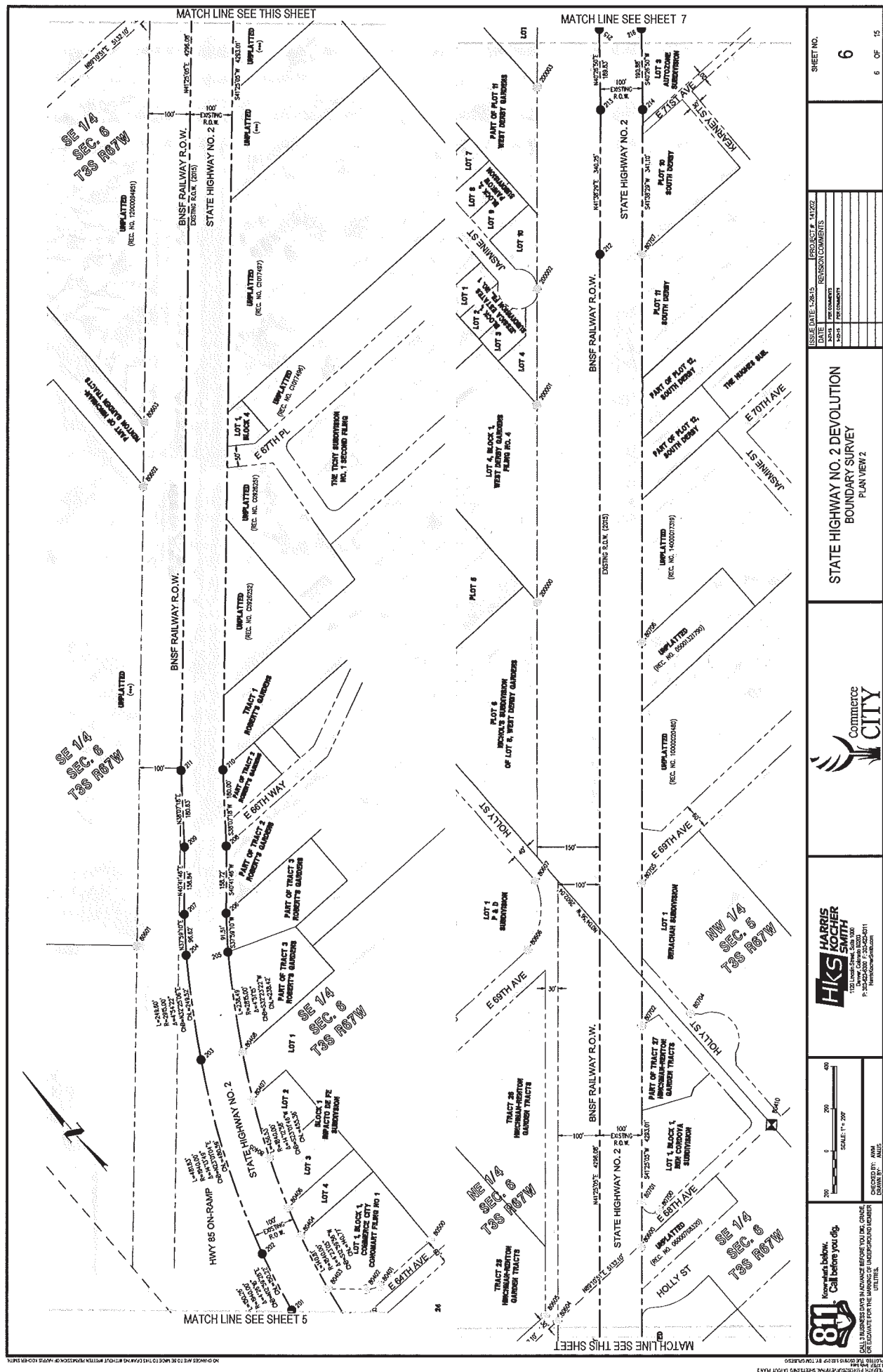


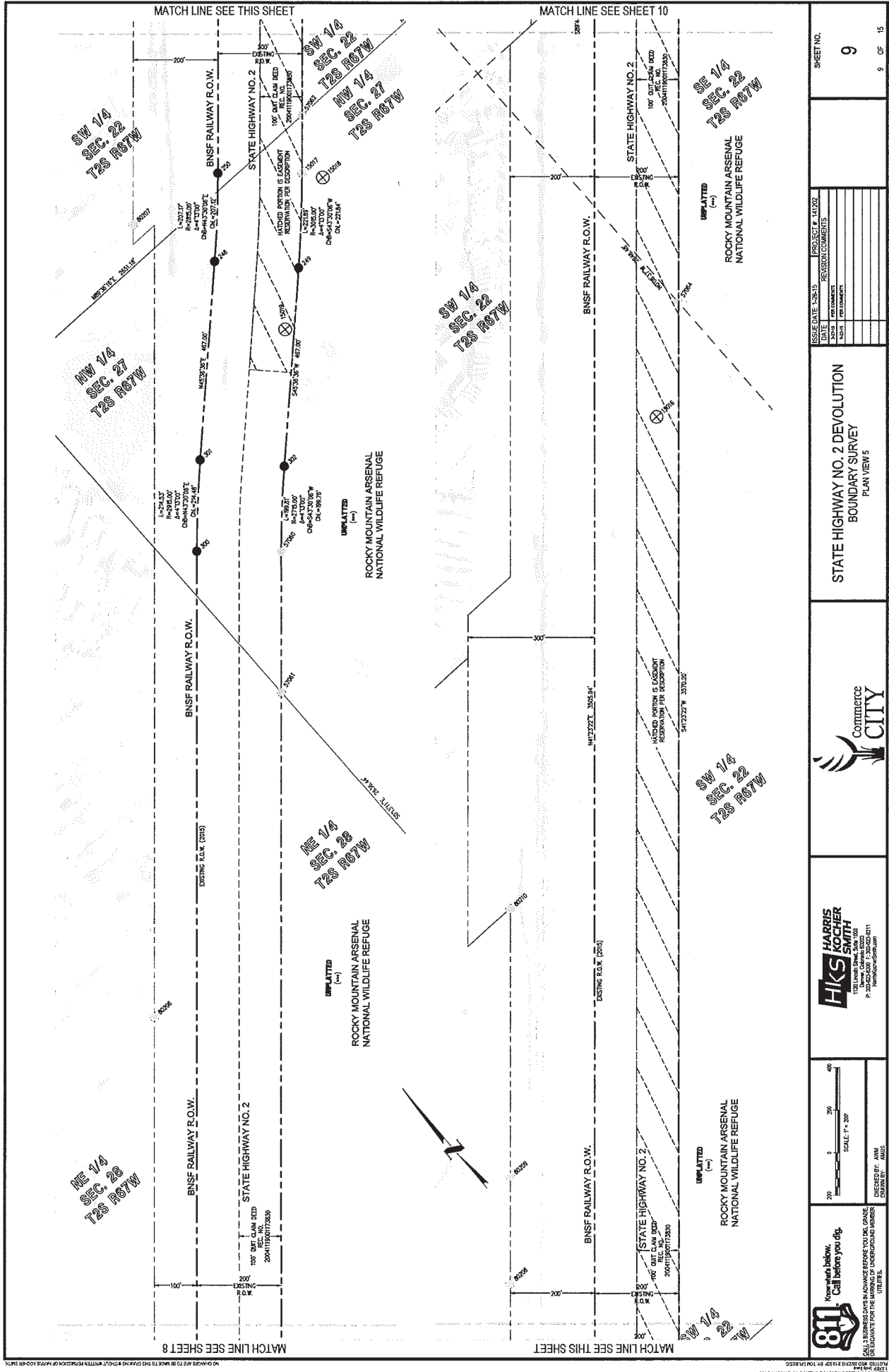
HKS HARRIS KOCHER SMITH
1333 Locust Street, Suite 1200
P.O. Box 242400, St. Louis, MO 63124-0240
Telephone: 314.433.1000



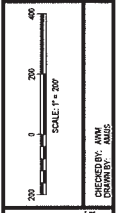
**STATE HIGHWAY NO. 2 DEVOLUTION
BOUNDARY SURVEY
PLAN VIEW 1**

DATE	REVISION COMMENTS
3-20-15	2ND COMMENT
3-20-15	3RD COMMENT





Know what's below.
Call before you dig.

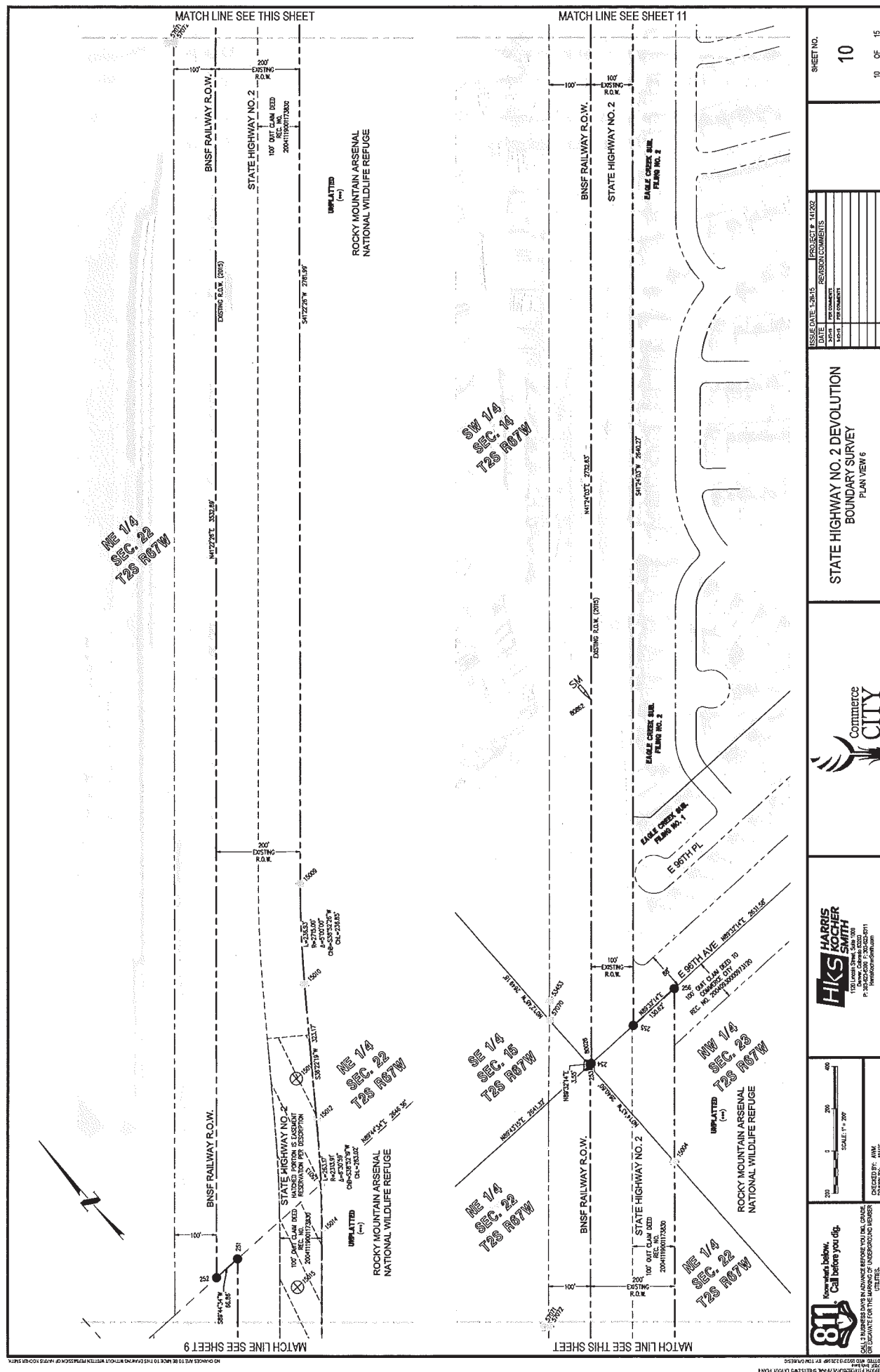


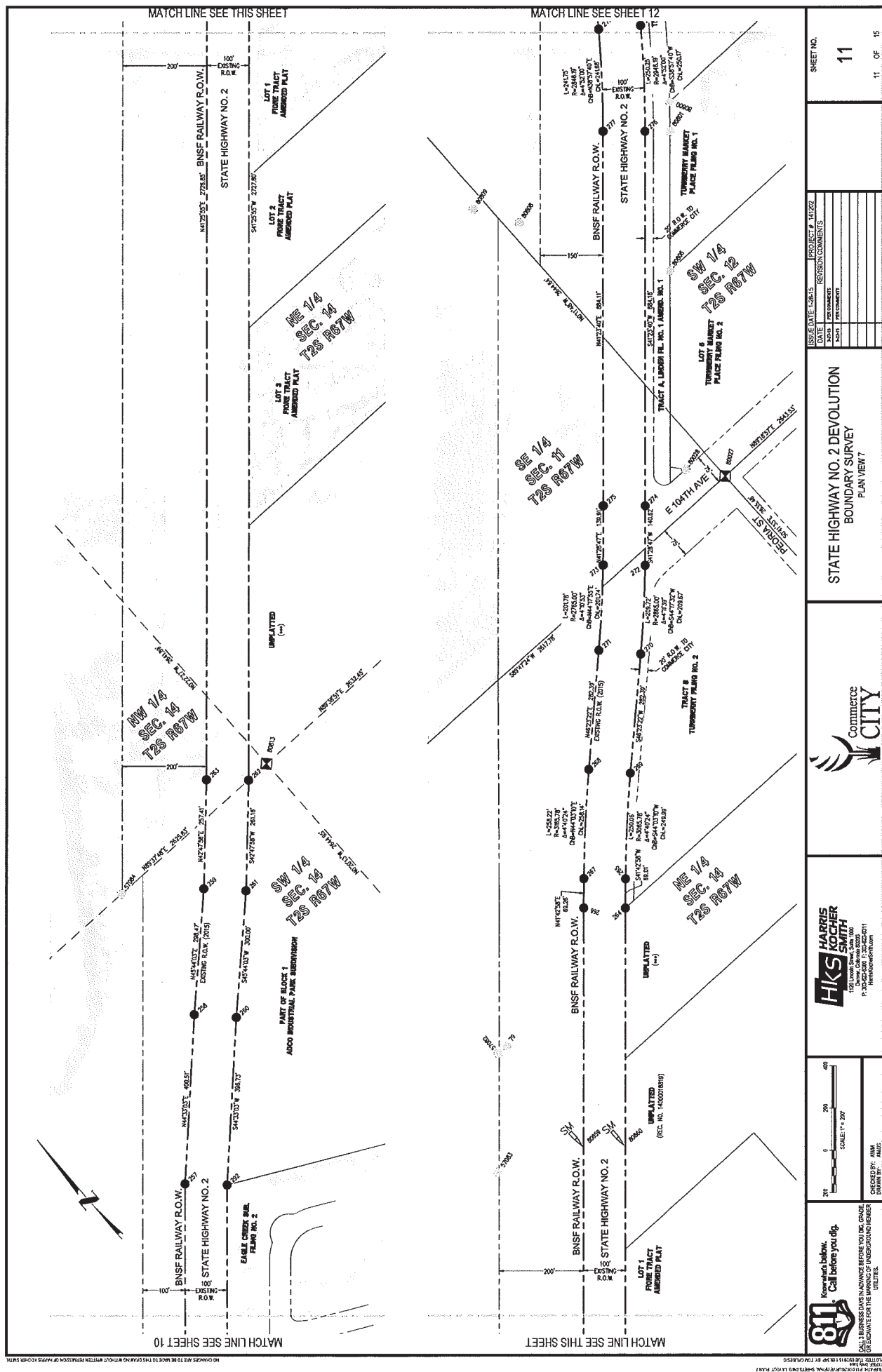
HKS
HARRIS
KOCHER
SMITH
1120 South 2nd Ave., Suite 100
P.O. Box 200000
Phoenix, AZ 85060-0000
Phone: 602.442.8811
Fax: 602.442.8811
harris@hks-smith.com

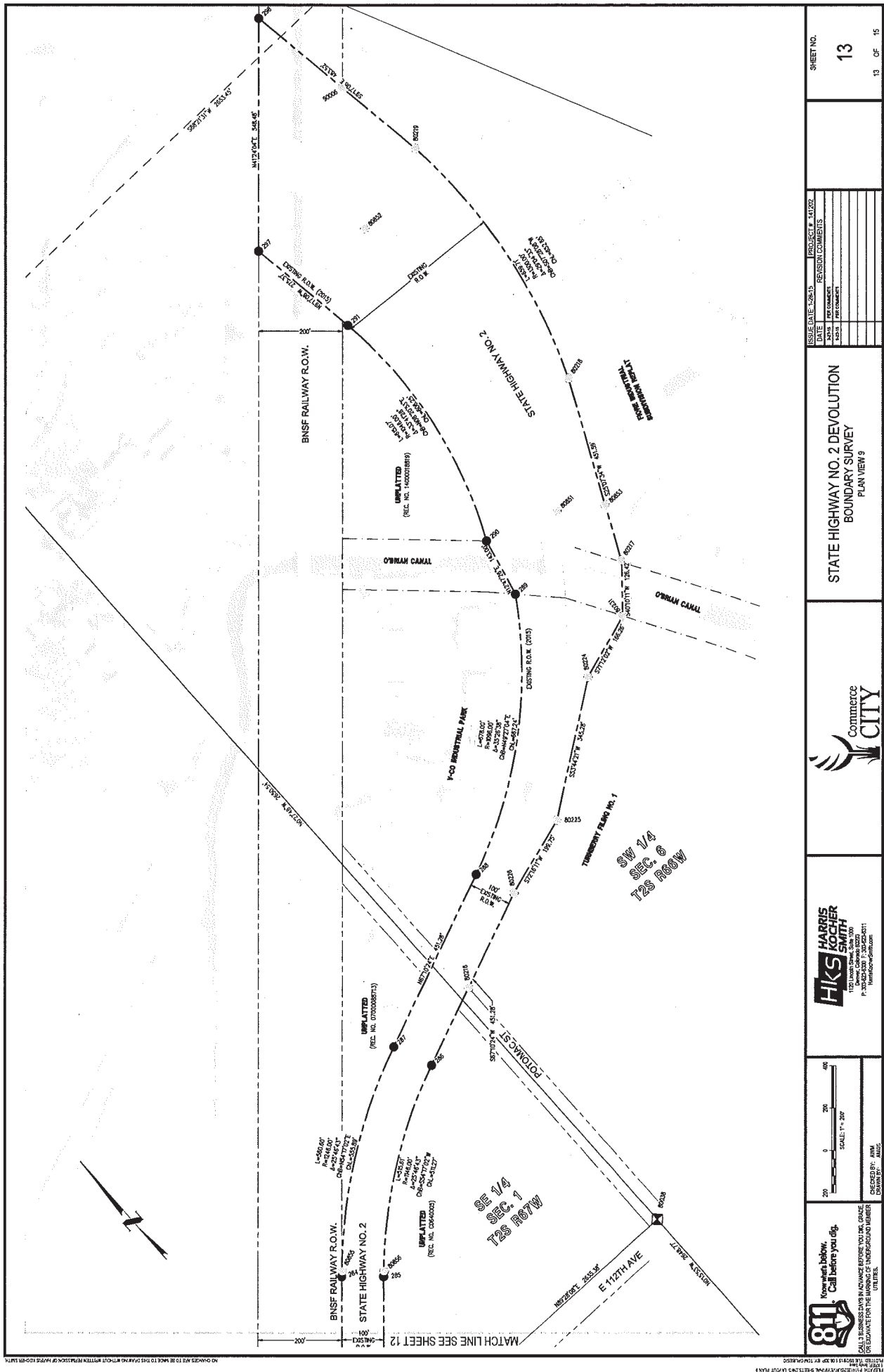


STATE HIGHWAY NO. 2 DEVOLUTION BOUNDARY SURVEY PLAN VIEW 5

DATE	ISSUE	REVISION COMMENTS
10/20/15	1	PROJECT # 141200
10/20/15	2	PERMITS
10/20/15	3	PERMITS
10/20/15	4	PERMITS
10/20/15	5	PERMITS
10/20/15	6	PERMITS
10/20/15	7	PERMITS
10/20/15	8	PERMITS
10/20/15	9	PERMITS
10/20/15	10	PERMITS

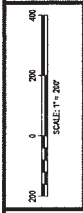






Know what's below.
Call before you dig.

ALL UTILITIES SHOWN IN THIS SURVEY ARE FOR INFORMATION ONLY. CALL 811 TO LOCATE UTILITIES. CALL BEFORE YOU DIG.



HKS HARRIS KOCHER SMITH
1121 Union Street, Suite 100
P.O. Box 300000
Kansas City, MO 64108-0000
Telephone: 816.221.1100
Fax: 816.221.1101
www.hks-smith.com



STATE HIGHWAY NO. 2 DEVOLUTION
BOUNDARY SURVEY
PLAN VIEW 9

DATE	PROJECT #	REVISION COMMENTS
10/15/13	141202	ISSUE DATE: 10/15/13
10/15/13	141202	REVISION COMMENTS
10/15/13	141202	REVISION COMMENTS
10/15/13	141202	REVISION COMMENTS
10/15/13	141202	REVISION COMMENTS
10/15/13	141202	REVISION COMMENTS
10/15/13	141202	REVISION COMMENTS
10/15/13	141202	REVISION COMMENTS
10/15/13	141202	REVISION COMMENTS
10/15/13	141202	REVISION COMMENTS

SHEET NO.
13
13 OF 15

EXISTING SECTION CORNER MONUMENT TABULATION

POINT	PROJECT NORTH	PROJECT EAST	ELEV.	DESCRIPTION
5000	1187776.40	3185793.74	5163.03	3IN AC IN RB U.L 5 BELOW SUR
5001	1187879.46	3186452.89	5171.74	3IN AC IN RB 34183.4 BELOW SUR
5002	1188341.56	3186785.28	5157.44	3IN AC IN RB 16109.5 BELOW SUR
5003	1188705.52	3186149.28	5133.34	3.25IN AC 17488 IN RB 9 BELOW SUR
5004	1188761.45	3164771.49	5161.82	2.5IN AC IN RB 34093.3 BELOW SUR
5005	11882095.54	3165789.65	5158.62	3.25IN AC IN RB 38154.9 BELOW SUR
5006	11889430.17	3168044.88	5158.03	3.25IN AC IN RB 11488 WC. 4 BELOW SUR
5007	1188962.68	3186891.31	5151.69	3.25IN AC IN RB IN RD 27789.2 BELOW SUR
5008	1188053.59	3185776.86	5130.52	3.25IN CAP L.PE 16.5 BELOW SUR IN RB
5009	1188771.31	3186403.65	5135.09	3.25IN AC 22097 IN RB NO U.D. 6 BELOW SUR
5010	1188773.84	3171044.24	5133.76	2IN PIPE IN RB NO CAP AND NO U.D
5011	1191371.79	3171049.28	5135.90	3.25IN AC 17488 IN RB 6 BELOW SUR
5012	1191371.89	3173678.82	5134.20	3.25IN AC IN RB IN RD 6 BELOW SUR
80017	1186107.17	3173692.65	5151.80	3.25IN AC 7735 IN RB
80019	1194369.64	3178765.11	5165.41	3.25IN AC U.L IN RB
80020	1196657.81	3178767.51	5088.11	3.25IN AC U.L IN RB
80021	1191406.29	3176329.54	5139.34	3.25IN AC 7735 IN RB
80022	1195046.04	3178969.42	5157.40	3.25IN AC 7735 IN RB
80026	1196705.76	3178958.02	5134.63	3.25IN AC U.L IN RB
80027	1192032.08	3184174.47	5129.39	3.25IN AC 27051 IN RB
80029	1200313.47	3181556.71	5117.44	2IN PIPE WC IN RB
80033	1200712.25	3189438.33	5141.16	NO F REBAR SOFT
80036	1204621.70	3184165.57	5117.16	NO F REBAR SOFT
80038	1207360.99	3189426.09	5139.74	2.5AL U.L 1803 IN RB PIPE 0.2 N
80040	1201001.44	3189044.66	5093.45	3.25IN AC 29059
80043	1210087.44	3192057.02	5087.08	3.25IN L56973
80044	121587.55	3192055.42	5104.65	1520693 3.25ALUM IN RB
80020	1175508.52	3163152.30	5163.29	3.25IN AC 23659 IN RB
80023	1186740.75	3169594.44	5137.90	3.25IN AC 17488
80222	1208868.24	3180576.55	5106.51	3.25IN AC 15606 IN RB
80223	1208693.21	3190463.52	5103.78	3.25IN AC 17488 IN RB
80400	1175511.51	3161691.73	5137.29	2.5IN RC 21950 IN CONIC BARRIER
80410	11748149.99	3143153.00	5146.40	3.25IN AC 17488 IN RB
80036	1204717.66	3184165.22	5116.10	L5IN ALUM L523693 SOFT
80608	1179305.03	3186790.92	5167.29	3.25IN AC 17488 IN RB
80708	1207336.56	3186790.92	5110.53	PNO 2.5 AL CAP PLS 118905
80813	1199571.60	3185175.93	5111.13	PNO 3.5AL CAP U.S 17468
90000	1225663.58	3189580.70	5083.03	2IN AC 29028 IN RB
90016	1188751.57	3178598.93	5132.62	3.25IN AC 7735 IN RB
90017	1186650.90	3171039.75	5150.43	3.25IN AC 7735 IN RB
80023	1193877.19	3184206.33	5148.23	3.25IN AC 17488 IN RB
800234	1196776.73	3191539.52	5135.63	3.25IN AC 17488 IN RB
800297	1199554.16	3178948.16	5115.05	2.5IN AC U.L IN RB

MONUMENTS TO BE SET TABULATION

POINT	PROJECT NORTH	PROJECT EAST
201	1175601.76	3160733.09
202	1175748.14	3160766.88
203	1175910.47	3160954.78
204	1176010.40	3161088.55
205	1176141.77	3161169.05
206	1176413.84	3161725.37
207	1176471.26	3161480.01
208	1176534.18	3161238.87
209	1176597.68	3161251.58
210	1176679.78	3161489.09
211	1176789.78	3161983.09
212	1176961.43	3164005.15
213	1180215.71	3164681.91
214	1180150.04	3164606.67
215	1180960.18	3164554.39
216	1180925.30	3164630.50
217	1180937.78	3164666.71
218	1180406.62	3164933.99
219	1180488.18	3164767.42
220	1180410.80	3164743.42
221	1180664.71	3164759.80
222	1180683.95	3164779.60
223	1180688.38	3164927.42
224	1180688.38	3164911.38
225	1180662.62	3164989.32
226	1180714.68	3165068.53
227	1180768.64	3164955.97
228	1181101.65	3165386.45
229	1181177.18	3165931.56
230	1181172.38	3165456.02
231	1181241.91	3165388.13
232	1181280.12	3165425.84
233	1181221.07	3165499.15
234	1181284.15	3165959.15
235	1181351.48	3166028.97
236	1181481.93	3165849.17
237	1181511.10	3165656.37
238	1181540.15	3165796.07
239	1182763.52	3162866.42
240	1182490.98	3166493.87
241	1181654.33	3166686.18
242	1181770.75	3166662.57
243	1182770.65	3166694.79
244	1183493.52	3167018.63
245	1184262.86	3168319.72
246	1184063.59	3168996.10
247	1184140.15	3168896.10
248	1191374.17	3174232.44
249	1191371.35	3174377.35
250	1191424.41	3174295.15
251	1190954.68	3176693.06
252	1190928.88	3176693.06

POINT	PROJECT	NORTH	EAST
253	159760.50	317861.33	317861.33
254	159760.53	317864.88	317864.88
255	159760.56	317869.15	317869.15
256	159760.57	317872.76	317872.76
257	159765.58	318077.03	318077.03
258	159804.70	318105.01	318105.01
259	159824.03	318126.75	318126.75
260	159869.81	318122.55	318122.55
261	159871.20	318133.88	318133.88
262	159870.83	318153.82	318153.82
263	159893.90	318144.64	318144.64
264	159943.90	318340.80	318340.80
265	159941.98	318366.81	318366.81
266	159947.49	318364.07	318364.07
267	159948.23	318374.57	318374.57
268	159954.03	318397.65	318397.65
269	159970.95	318434.55	318434.55
270	159947.16	318454.99	318454.99
271	159914.94	318376.14	318376.14
272	159949.02	318399.15	318399.15
273	159958.73	318417.01	318417.01
274	159959.37	318398.65	318398.65
275	159961.55	318400.68	318400.68
276	159976.65	318455.30	318455.30
277	159982.78	318494.29	318494.29
278	159958.18	318475.51	318475.51
279	159930.47	318464.25	318464.25
280	159937.54	318463.46	318463.46
281	159932.16	318459.82	318459.82
282	159931.62	318459.82	318459.82
283	159934.27	318505.16	318505.16
284	159948.99	318500.16	318500.16
285	159956.73	318577.14	318577.14
286	159960.60	318584.15	318584.15
287	159969.07	318765.37	318765.37
288	159988.24	318924.47	318924.47
289	159982.31	318954.01	318954.01
290	159969.08	319047.42	319047.42
291	159882.94	319047.42	319047.42
292	159842.36	319067.96	319067.96
293	159867.09	318984.72	318984.72
294	159880.73	319079.35	319079.35
295	159834.15	319079.35	319079.35
296	159834.15	319079.35	319079.35
297	159834.15	319079.35	319079.35
298	159834.15	319079.35	319079.35
299	159834.15	319079.35	319079.35
300	159834.15	319079.35	319079.35
301	159834.15	319079.35	319079.35
302	159834.15	319079.35	319079.35
303	159834.15	319079.35	319079.35
304	159834.15	319079.35	319079.35
305	159834.15	319079.35	319079.35
306	159834.15	319079.35	319079.35
307	159834.15	319079.35	319079.35
308	159834.15	319079.35	319079.35
309	159834.15	319079.35	319079.35
310	159834.15	319079.35	319079.35
311	159834.15	319079.35	319079.35
312	159834.15	319079.35	319079.35
313	159834.15	319079.35	319079.35
314	159834.15	319079.35	319079.35
315	159834.15	319079.35	319079.35
316	159834.15	319079.35	319079.35
317	159834.15	319079.35	319079.35
318	159834.15	319079.35	319079.35
319	159834.15	319079.35	319079.35
320	159834.15	319079.35	319079.35
321	159834.15	319079.35	319079.35
322	159834.15	319079.35	319079.35
323	159834.15	319079.35	319079.35
324	159834.15	319079.35	319079.35
325	159834.15	319079.35	319079.35
326	159834.15	319079.35	319079.35

NO CHANGES ARE TO BE MADE TO THIS CLAIMING WITHOUT WRITTEN PERMISSION OF HAYES KOCHER SMITH

55



CHECKED BY: ANM
DRAWN BY: JN/C

CHECKED BY: ANM
DRAWN BY: JN/C



CITY

EXISTING PROPERTY/RIGHT OF WAY
MONUMENT TABULATION

[illegible]

Exhibit B
Exhibit B

Legal Description(s)

BOUNDARY DESCRIPTION

A PARCEL OF LAND BEING THAT PORTION OF COLORADO STATE HIGHWAY NO. 2 LYING BETWEEN EAST 62ND AVENUE AND THE NORTHWESTERLY RIGHT OF WAY LINE OF THE BNSF RAILWAY LOCATED AT APPROXIMATELY STATION 860 AS SHOWN ON BN LEASING CORPORATION RIGHT OF WAY AND TRACK MAP NO. R70415, SITUATED IN SECTIONS 5, 6 AND 7, TOWNSHIP 3 SOUTH, RANGE 67 WEST; SECTIONS 1, 11, 12, 14, 22, 23, 27, 28, 32, AND 33, TOWNSHIP 2 SOUTH, RANGE 67 WEST; AND SECTION 6, TOWNSHIP 2 SOUTH, RANGE 66 WEST, ALL IN THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6, TOWNSHIP 3 SOUTH, RANGE 67 WEST;

THENCE SOUTH $01^{\circ}43'44''$ EAST, A DISTANCE OF 1,104.89 FEET TO A POINT ON OF INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF SAID HIGHWAY NO. 2 WITH THE NORTH RIGHT OF WAY LINE OF EAST 62ND AVENUE AS SHOWN ON THE PLAT OF RESUBDIVISION OF TOWN AND COUNTRY SUBDIVISION EXTENDED WESTERLY, SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH $08^{\circ}30'35''$ EAST, A DISTANCE 1,031.49 FEET;

THENCE NORTH $09^{\circ}29'28''$ EAST, A DISTANCE OF 215.33 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,940.00 FEET, A CENTRAL ANGLE OF $04^{\circ}26'16''$, AN ARC LENGTH OF 150.26 FEET AND A CHORD WHICH BEARS NORTH $12^{\circ}59'28''$ EAST A CHORD DISTANCE OF 150.22 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,940.00 FEET, A CENTRAL ANGLE OF $14^{\circ}13'49''$, AN ARC LENGTH OF 481.83 FEET AND A CHORD WHICH BEARS NORTH $23^{\circ}01'04''$ EAST A CHORD DISTANCE OF 480.59 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2,915.00 FEET, A CENTRAL ANGLE OF $04^{\circ}54'22''$, AN ARC LENGTH OF 249.60 FEET AND A CHORD WHICH BEARS NORTH $32^{\circ}25'06''$ EAST A CHORD DISTANCE OF 249.52 FEET;

THENCE NORTH $37^{\circ}59'10''$ EAST, A DISTANCE OF 96.62 FEET;

THENCE NORTH $40^{\circ}41'46''$ EAST, A DISTANCE OF 158.84 FEET;

THENCE NORTH $38^{\circ}07'18''$ EAST, A DISTANCE OF 180.63 FEET TO A POINT ON THE SOUTHEAST RIGHT OF WAY OF THE BNSF RAILWAY;

THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING FORTY-THREE (43) COURSES:

- 1) NORTH $41^{\circ}25'05''$ EAST, A DISTANCE OF 4,296.08 FEET;
- 2) NORTH $41^{\circ}38'29''$ EAST, A DISTANCE OF 340.25 FEET;
- 3) NORTH $40^{\circ}26'50''$ EAST, A DISTANCE OF 189.83 FEET;
- 4) NORTH $40^{\circ}26'41''$ EAST, A DISTANCE OF 61.03 FEET;
- 5) NORTH $46^{\circ}24'49''$ EAST, A DISTANCE OF 111.04 FEET;
- 6) NORTH $46^{\circ}19'22''$ EAST, A DISTANCE OF 118.06 FEET;
- 7) NORTH $45^{\circ}48'29''$ EAST, A DISTANCE OF 27.60 FEET;
- 8) NORTH $43^{\circ}40'55''$ EAST, A DISTANCE OF 255.38 FEET;
- 9) NORTH $41^{\circ}32'09''$ EAST, A DISTANCE OF 537.77 FEET;
- 10) NORTH $44^{\circ}56'09''$ EAST, A DISTANCE OF 99.91 FEET;
- 11) NORTH $41^{\circ}32'09''$ EAST, A DISTANCE OF 64.41 FEET;
- 12) NORTH $44^{\circ}12'09''$ EAST, A DISTANCE OF 176.89 FEET TO A POINT OF CURVE;
- 13) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 2,620.00 FEET, A CENTRAL ANGLE OF $02^{\circ}48'25''$, AN ARC LENGTH OF 128.36 FEET AND A CHORD WHICH BEARS NORTH $42^{\circ}47'55''$ EAST A CHORD DISTANCE OF 128.34 FEET;
- 14) NORTH $41^{\circ}23'42''$ EAST, A DISTANCE OF 127.57 FEET;
- 15) NORTH $40^{\circ}49'41''$ EAST, A DISTANCE OF 865.25 FEET;
- 16) NORTH $36^{\circ}12'45''$ EAST, A DISTANCE OF 293.59 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE;
- 17) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2,967.42 FEET, A CENTRAL ANGLE OF $04^{\circ}59'41''$, AN ARC LENGTH OF 258.69 FEET AND A CHORD WHICH BEARS NORTH $38^{\circ}42'15''$ EAST A CHORD DISTANCE OF 258.60 FEET;
- 18) NORTH $41^{\circ}13'41''$ EAST, A DISTANCE OF 111.10 FEET;
- 19) NORTH $41^{\circ}18'49''$ EAST, A DISTANCE OF 944.95 FEET;
- 20) NORTH $41^{\circ}22'46''$ EAST, A DISTANCE OF 1,514.42 FEET;
- 21) NORTH $41^{\circ}23'37''$ EAST, A DISTANCE OF 8,214.05 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE;

22) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2,915.00 FEET, A CENTRAL ANGLE OF $04^{\circ}13'00''$, AN ARC LENGTH OF 214.53 FEET AND A CHORD WHICH BEARS NORTH $43^{\circ}30'06''$ EAST A CHORD DISTANCE OF 214.48 FEET;

23) NORTH $45^{\circ}36'36''$ EAST, A DISTANCE OF 467.00 FEET TO A POINT OF CURVE;

24) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 2,815.00 FEET, A CENTRAL ANGLE OF $04^{\circ}13'00''$, AN ARC LENGTH OF 207.17 FEET AND A CHORD WHICH BEARS NORTH $43^{\circ}30'06''$ EAST A CHORD DISTANCE OF 207.12 FEET;

25) NORTH $41^{\circ}23'22''$ EAST, A DISTANCE OF 3,505.94 FEET;

26) SOUTH $89^{\circ}44'34''$ WEST, A DISTANCE OF 66.86 FEET;

27) NORTH $41^{\circ}22'26''$ EAST, A DISTANCE OF 3,532.89 FEET;

28) NORTH $89^{\circ}32'14''$ EAST, A DISTANCE OF 3.55 FEET;

29) NORTH $41^{\circ}24'03''$ EAST, A DISTANCE OF 2,732.63 FEET;

30) NORTH $44^{\circ}33'03''$ EAST, A DISTANCE OF 400.51 FEET;

31) NORTH $45^{\circ}44'03''$ EAST, A DISTANCE OF 298.47 FEET;

32) NORTH $42^{\circ}47'58''$ EAST, A DISTANCE OF 257.41 FEET;

33) NORTH $41^{\circ}25'55''$ EAST, A DISTANCE OF 2,726.85 FEET;

34) NORTH $41^{\circ}42'58''$ EAST, A DISTANCE OF 69.26 FEET TO A POINT OF CURVE;

35) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 3,165.78 FEET, A CENTRAL ANGLE OF $04^{\circ}40'24''$, AN ARC LENGTH OF 258.22 FEET AND A CHORD WHICH BEARS NORTH $44^{\circ}03'10''$ EAST A CHORD DISTANCE OF 258.14 FEET;

36) NORTH $46^{\circ}23'22''$ EAST, A DISTANCE OF 282.39 FEET TO A POINT OF CURVE;

37) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 2,765.00 FEET, A CENTRAL ANGLE OF $04^{\circ}10'53''$, AN ARC LENGTH OF 201.78 FEET AND A CHORD WHICH BEARS NORTH $44^{\circ}17'56''$ EAST A CHORD DISTANCE OF 201.74 FEET;

38) NORTH $41^{\circ}28'47''$ EAST, A DISTANCE OF 139.91 FEET;

39) NORTH $41^{\circ}23'40''$ EAST, A DISTANCE OF 884.11 FEET TO A POINT OF CURVE;

40) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 2,846.19 FEET, A CENTRAL ANGLE OF $04^{\circ}52'00''$, AN ARC LENGTH OF 241.75 FEET AND A CHORD WHICH BEARS NORTH $38^{\circ}57'40''$ EAST A CHORD DISTANCE OF 241.68 FEET;

41) NORTH 36°31'40" EAST, A DISTANCE OF 324.60 FEET TO A POINT OF CURVE;

42) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 3,384.26 FEET, A CENTRAL ANGLE OF 04°52'00", AN ARC LENGTH OF 287.46 FEET AND A CHORD WHICH BEARS NORTH 38°57'40" EAST A CHORD DISTANCE OF 287.37 FEET;

43) NORTH 41°23'40" EAST, A DISTANCE OF 5,675.66 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED AT RECEPTION NO. 07000088713 AND A POINT OF CURVE;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL AND THE SOUTHEASTERLY LINE OF V-CO INDUSTRIAL PARK THE FOLLOWING THREE (3) COURSES:

1) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,246.00 FEET, A CENTRAL ANGLE OF 25°46'43", AN ARC LENGTH OF 560.60 FEET AND A CHORD WHICH BEARS NORTH 54°17'02" EAST A CHORD DISTANCE OF 555.89 FEET;

2) NORTH 67°10'24" EAST, A DISTANCE OF 451.28 FEET TO A POINT OF CURVE;

3) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,096.00 FEET, A CENTRAL ANGLE OF 35°26'38", AN ARC LENGTH OF 678.00 FEET AND A CHORD WHICH BEARS NORTH 49°27'05" EAST A CHORD DISTANCE OF 667.24 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF THE O'BRIAN CANAL;

THENCE NORTH 12°47'26" EAST, A DISTANCE OF 143.00 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID O'BRIAN CANAL, THE SOUTH CORNER OF A PARCEL DESCRIBED AT RECEPTION NO. 14000018819 AND A POINT OF NON-TANGENT CURVE;

THENCE ALONG THE EAST LINE OF SAID PARCEL AND ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,046.00 FEET, A CENTRAL ANGLE OF 33°41'28", AN ARC LENGTH OF 615.07 FEET AND A CHORD WHICH BEARS NORTH 08°20'53" EAST A CHORD DISTANCE OF 606.25 FEET;

THENCE NORTH 09°17'08" WEST CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL AND SAID PARCEL EXTENDED NORTHERLY, A DISTANCE OF 275.37 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID BNSF RAILWAY;

THENCE NORTH 41°24'04" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 548.48 FEET TO A POINT ON THE WESTERLY LINE OF FIORE INDUSTRIAL SUBDIVISION REPLAT EXTENDED NORTHERLY;

THENCE ALONG THE WESTERLY LINE OF SAID SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF THE FOLLOWING THREE (3) COURSES:

1) SOUTH 09°17'08" EAST, A DISTANCE OF 483.52 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE;

2) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,300.00 FEET, A CENTRAL ANGLE OF 29°04'33", AN ARC LENGTH OF 659.71 FEET AND A CHORD WHICH BEARS SOUTH 07°28'08" WEST A CHORD DISTANCE OF 652.65 FEET;

3) SOUTH 25°07'34" WEST, A DISTANCE OF 451.59 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID O'BRIAN CANAL;

THENCE SOUTH 40°10'11" WEST, A DISTANCE OF 126.42 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID O'BRIAN CANAL;

THENCE ALONG THE NORTHWESTERLY LINES OF TURNBERRY FILING NO. 1, A PARCEL DESCRIBED AT RECEPTION NO. C0640005, AND THE RIGHT OF WAY DEDICATED TO COMMERCE CITY AS SHOWN ON LINDEN FILING NO. 1 AMENDMENT NO. 1 THE FOLLOWING TEN (10) COURSES:

1) SOUTH 71°12'02" WEST, A DISTANCE OF 166.26 FEET;

2) SOUTH 53°44'21" WEST, A DISTANCE OF 345.28 FEET;

3) SOUTH 72°16'11" WEST, A DISTANCE OF 199.75 FEET;

4) SOUTH 67°10'24" WEST, A DISTANCE OF 451.28 FEET TO A POINT OF CURVE;

5) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,146.00 FEET, A CENTRAL ANGLE OF 25°46'43", AN ARC LENGTH OF 515.61 FEET AND A CHORD WHICH BEARS SOUTH 54°17'02" WEST A CHORD DISTANCE OF 511.27 FEET;

6) SOUTH 41°23'40" WEST, A DISTANCE OF 5,675.66 FEET TO A POINT OF CURVE;

7) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 3,284.26 FEET, A CENTRAL ANGLE OF 04°52'00", AN ARC LENGTH OF 278.96 FEET AND A CHORD WHICH BEARS SOUTH 38°57'40" WEST A CHORD DISTANCE OF 278.88 FEET;

8) SOUTH 36°31'40" WEST, A DISTANCE OF 324.60 FEET TO A POINT OF CURVE;

9) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2,946.19 FEET, A CENTRAL ANGLE OF 04°52'00", AN ARC LENGTH OF 250.25 FEET AND A CHORD WHICH BEARS SOUTH 38°57'40" WEST A CHORD DISTANCE OF 250.17 FEET;

10) SOUTH 41°23'40" WEST, A DISTANCE OF 884.18 FEET;

THENCE SOUTH 41°28'47" WEST, A DISTANCE OF 140.62 FEET TO THE NORTHWEST CORNER OF THE RIGHT OF WAY DEDICATED TO COMMERCE CITY AS SHOWN ON TURNBERRY FILING NO. 2 AND THE POINT OF CURVE OF A NON-TANGENT CURVE;

THENCE ALONG THE NORTHWEST LINE OF SAID RIGHT OF WAY THE FOLLOWING FOUR (4) COURSES:

1) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2,865.00 FEET, A CENTRAL ANGLE OF 04°11'39", AN ARC LENGTH OF 209.72 FEET AND A CHORD WHICH BEARS SOUTH 44°17'32" WEST A CHORD DISTANCE OF 209.67 FEET;

2) SOUTH 46°23'22" WEST, A DISTANCE OF 282.39 FEET TO A POINT OF CURVE;

3) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 3,065.78 FEET, A CENTRAL ANGLE OF 04°40'24", AN ARC LENGTH OF 250.06 FEET AND A CHORD WHICH BEARS SOUTH 44°03'10" WEST A CHORD DISTANCE OF 249.99 FEET;

4) SOUTH 41°42'58" WEST, A DISTANCE OF 69.01 FEET;

THENCE SOUTH 41°25'55" WEST ALONG THE NORTHWEST LINES OF UNPLATTED PARCELS, ONE OF WHICH IS DESCRIBED AT RECEPTION NO. 14000018819, AND ALONG THE NORTHWEST LINE OF FIORE TRACT AMENDED PLAT, A DISTANCE OF 2,727.80 FEET TO THE NORTHWEST CORNER OF ADCO INDUSTRIAL PARK SUBDIVISION;

THENCE ALONG SAID NORTHWEST LINE THE FOLLOWING THREE (3) COURSES:

1) SOUTH 42°47'58" WEST, A DISTANCE OF 261.16 FEET;

2) SOUTH 45°44'03" WEST, A DISTANCE OF 300.00 FEET;

3) SOUTH 44°33'03" WEST, A DISTANCE OF 396.73 FEET TO THE NORTHWEST CORNER OF EAGLE CREEK SUBDIVISION FILING NO. 2;

THENCE SOUTH 41°24'03" WEST ALONG THE NORTHWEST LINE OF SAID SUBDIVISION AND ALONG THE NORTHWEST LINE OF EAGLE CREEK SUBDIVISION FILING NO. 1, A DISTANCE OF 2,640.27 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 67 WEST;

THENCE NORTH 89°32'14" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 130.62 FEET TO THE NORTHEAST CORNER OF THAT PARCEL DESCRIBED IN QUIT CLAIM DEED RECORDED AT RECEPTION NO. 20041119001173830;

THENCE ALONG THE SOUTHEAST LINE OF SAID PARCEL AND ALONG THE SOUTHEAST LINE OF A PARCEL DESCRIBED IN ASSIGNMENT RECORDED AT RECEPTION NO. 20051121001281770 THE FOLLOWING NINE (9) COURSES:

1) SOUTH 41°22'26" WEST, A DISTANCE OF 2,781.99 FEET TO A POINT OF CURVE;

2) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 2,715.00 FEET, A CENTRAL ANGLE OF 05°00'00", AN ARC LENGTH OF 236.93 FEET AND A CHORD WHICH BEARS SOUTH 38°52'26" WEST A CHORD DISTANCE OF 236.85 FEET;

3) SOUTH 36°22'19" WEST, A DISTANCE OF 323.17 FEET TO A POINT OF CURVE;

4) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 3,015.00 FEET, A CENTRAL ANGLE OF 05°00'00", AN ARC LENGTH OF 263.11 FEET AND A CHORD WHICH BEARS SOUTH 38°52'19" WEST A CHORD DISTANCE OF 263.02 FEET;

5) SOUTH 41°23'22" WEST, A DISTANCE OF 3,570.20 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE;

6) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 3,015.00 FEET, A CENTRAL ANGLE OF $04^{\circ}13'00''$, AN ARC LENGTH OF 221.89 FEET AND A CHORD WHICH BEARS SOUTH $43^{\circ}30'06''$ WEST A CHORD DISTANCE OF 221.84 FEET;

7) SOUTH $45^{\circ}36'36''$ WEST, A DISTANCE OF 467.00 FEET TO A POINT OF CURVE;

8) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 2,715.00 FEET, A CENTRAL ANGLE OF $04^{\circ}13'00''$, AN ARC LENGTH OF 199.81 FEET AND A CHORD WHICH BEARS SOUTH $43^{\circ}30'06''$ WEST A CHORD DISTANCE OF 199.76 FEET;

9) SOUTH $41^{\circ}23'37''$ WEST, A DISTANCE OF 8,325.44 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 67 WEST;

THENCE NORTH $00^{\circ}30'50''$ WEST ALONG SAID WEST LINE, A DISTANCE OF 149.71 FEET TO THE NORTH CORNER OF LA CASA DEL REY SUBDIVISION;

THENCE SOUTH $41^{\circ}22'46''$ WEST ALONG THE NORTHWEST LINE OF SAID SUBDIVISION AND ALONG THE NORTHWEST LINES OF BLUEBERRY HILL SUBDIVISION AND CAPP SUBDIVISION, A DISTANCE OF 1,514.36 FEET TO THE NORTHWEST CORNER OF SUN RAY SUBDIVISION;

THENCE SOUTH $41^{\circ}18'49''$ WEST ALONG THE NORTHWEST LINE OF SAID SUBDIVISION AND THE NORTHWEST LINES OF HIGHLAND PARK AND HILL 92 SUBDIVISION, A DISTANCE OF 944.85 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NEWPORT STREET;

THENCE CONTINUING ALONG THE NORTHWEST LINE OF HILL 92 SUBDIVISION, THE FOLLOWING THREE (3) COURSES:

1) SOUTH $41^{\circ}13'41''$ WEST, A DISTANCE OF 110.94 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE;

2) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 2,867.79 FEET, A CENTRAL ANGLE OF $04^{\circ}59'41''$, AN ARC LENGTH OF 250.00 FEET AND A CHORD WHICH BEARS SOUTH $38^{\circ}42'14''$ WEST A CHORD DISTANCE OF 249.92 FEET;

3) SOUTH $36^{\circ}12'45''$ WEST, A DISTANCE OF 297.60 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAGNOLIA STREET;

THENCE SOUTH $40^{\circ}49'41''$ WEST ALONG THE NORTHWEST LINE OF BREWER'S RESUBDIVISION OF BLOCK 50, DERBY, SAID LINE EXTENDED NORTHEASTERLY AND SOUTHWESTERLY, AND ALONG THE NORTHWEST LINE OF BLOCK 51, DERBY, A DISTANCE OF 869.78 FEET TO THE NORTH CORNER OF MARTINEZ SUBDIVISION;

THENCE SOUTH $41^{\circ}23'42''$ WEST ALONG THE NORTHWEST LINE OF SAID MARTINEZ SUBDIVISION, A DISTANCE OF 252.70 FEET TO THE EAST RIGHT OF WAY LINE OF LOCUST STREET;

THENCE SOUTH 45°53'05" WEST, A DISTANCE OF 96.73 FEET TO THE WEST RIGHT OF WAY LINE OF LOCUST STREET;

THENCE ALONG THE NORTHWEST LINES OF BLOCKS 64, 79 AND 80, TOWN OF DERBY THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTH 44°12'09" WEST, A DISTANCE OF 86.59 FEET;
- 2) SOUTH 41°32'09" WEST, A DISTANCE OF 65.05 FEET;
- 3) SOUTH 44°56'09" WEST, A DISTANCE OF 99.91 FEET;
- 4) SOUTH 41°32'09" WEST, A DISTANCE OF 404.09 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST 72ND AVENUE;

THENCE SOUTH 29°48'25" WEST, A DISTANCE OF 98.52 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF EAST 72ND AVENUE AND THE NORTHWEST CORNER OF HANDLER-JOHNSON SUBDIVISION;

THENCE ALONG THE NORTHWEST LINE OF SAID SUBDIVISION THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 55°18'28" WEST , A DISTANCE OF 91.47 FEET;
- 2) SOUTH 43°44'47" WEST, A DISTANCE OF 109.82 FEET TO THE SOUTHWEST CORNER OF SAID SUBDIVISION;

THENCE NORTH 89°26'50" EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF 5.04 FEET TO THE NORTHWEST CORNER OF AUTOZONE SUBDIVISION;

THENCE ALONG THE NORTHWEST LINE OF SAID SUBDIVISION THE FOLLOWING FIVE (5) COURSES:

- 1) SOUTH 45°48'29" WEST, A DISTANCE OF 130.03 FEET;
- 2) SOUTH 46°19'22" WEST, A DISTANCE OF 118.59 FEET;
- 3) SOUTH 46°24'49" WEST, A DISTANCE OF 105.91 FEET;
- 4) SOUTH 40°26'41" WEST, A DISTANCE OF 55.82 FEET;
- 5) SOUTH 40°26'50" WEST, A DISTANCE OF 190.88 FEET;

THENCE SOUTH 41°38'29" WEST CONTINUING ALONG SAID NORTHWEST LINE AND ALONG THE NORTHWEST LINE OF PLOT 10, SOUTH DERBY, A DISTANCE OF 341.10 FEET;

THENCE SOUTH 41°25'05" WEST ALONG THE NORTHWEST LINES OF PLOTS 11 AND 12, SOUTH DERBY, UNPLATTED PARCELS SOME OF WHICH ARE DESCRIBED AT RECEPTION NOS. 14000017319, 05001321790, 10000020480, C1017497, C0926251, C0926252, BERACHAH SUBDIVISION, BEN CORDOVA SUBDIVISION, THE TICHY SUBDIVISION, AND TRACT 1, ROBERT'S GARDENS, A DISTANCE OF 4,293.01 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 1;

THENCE SOUTH 38°07'18" WEST, A DISTANCE OF 180.00 FEET;

THENCE SOUTH 40°41'46" WEST, A DISTANCE OF 158.72 FEET;

THENCE SOUTH 37°59'10" WEST, A DISTANCE OF 91.51 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 2,815.00 FEET, A CENTRAL ANGLE OF 04°51'15", AN ARC LENGTH OF BOUNDARY DESCRIPTION (CONT.)

238.49 FEET AND A CHORD WHICH BEARS SOUTH 32°23'22" WEST A CHORD DISTANCE OF 238.42 FEET TO THE NORTHWEST CORNER OF IMPACTO DE FE SUBDIVISION AND TO THE POINT OF CURVE OF A NON-TANGENT CURVE;

THENCE ALONG THE NORTHWEST AND WESTERLY LINES OF SAID SUBDIVISION THE FOLLOWING TWO (2) COURSES:

1) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,840.00 FEET, A CENTRAL ANGLE OF 14°12'58", AN ARC LENGTH OF 456.53 FEET AND A CHORD WHICH BEARS SOUTH 23°01'46" WEST A CHORD DISTANCE OF 455.36 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE;

2) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,840.00 FEET, A CENTRAL ANGLE OF 04°23'05", AN ARC LENGTH OF 140.81 FEET AND A CHORD WHICH BEARS SOUTH 12°59'56" WEST A CHORD DISTANCE OF 140.77 FEET;

THENCE SOUTH 09°29'28" WEST, A DISTANCE OF 213.34 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF DAHLIA STREET AS SHOWN ON SAID PLAT OF RESUBDIVISION OF TOWN AND COUNTRY SUBDIVISION;

THENCE SOUTH 08°30'35" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1,030.93 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST 62ND AVENUE AS SHOWN ON SAID PLAT OF RESUBDIVISION OF TOWN AND COUNTRY SUBDIVISION EXTENDED WESTERLY;

THENCE NORTH 81°19'13" WEST ALONG SAID EXTENSION, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 6,744,179 SQUARE FEET OR 154.82 ACRES, MORE OR LESS.

AUTHORED BY AARON MURPHY
COLORADO PROFESSIONAL LAND SURVEYOR NUMBER 38162
FOR AND ON BEHALF OF:
HARRIS KOCHER SMITH
1120 LINCOLN ST SUITE 1000
DENVER, CO 80203

RESERVING THEREFROM THE FOLLOWING DESCRIBED PARCEL

A PERMANENT EASEMENT CONTAINING 449,593 SQ. FT. (10.321 ACRES) IN SECTIONS 22, AND 27, TOWNSHIP 2 SOUTH, RANGE 67 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN ADAMS COUNTY, COLORADO, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 22; THENCE N. $81^{\circ}21'12''$ W., A DISTANCE OF 1,819.31 FEET TO THE POINT OF BEGINNING; SAID POINT LYING ON THE EASTERLY RIGHT OF WAY (R.O.W.) LINE OF S.H. 2 (MAY, 2015);

- 1.) THENCE S. $36^{\circ}22'19''$ W., A DISTANCE OF 202.43 FEET ALONG THE SAID EASTERLY R.O.W. LINE TO A POINT ON A CURVE;
- 2.) THENCE CONTINUING ALONG SAID EASTERLY R.O.W. LINE ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N. $53^{\circ}37'41''$ W., HAVING A RADIUS OF 3,015.00 FEET, A CENTRAL ANGLE OF $05^{\circ}00'00''$, A DISTANCE OF 263.10 FEET TO A POINT OF NON-TANGENCY, (A CHORD BEARING S. $38^{\circ}52'19''$ W., A DISTANCE OF 263.02 FEET);
- 3.) THENCE S. $41^{\circ}23'22''$ W., A DISTANCE OF 3,570.20 FEET CONTINUING ALONG SAID R.O.W. LINE TO A POINT ON A NON-TANGENT CURVE;
- 4.) THENCE CONTINUING ALONG SAID EASTERLY R.O.W. LINE ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N. $48^{\circ}36'24''$ W., HAVING A RADIUS OF 3,015.00 FEET, A CENTRAL ANGLE OF $04^{\circ}13'00''$, A DISTANCE OF 221.89 FEET, (A CHORD BEARING S. $43^{\circ}30'06''$ W., A DISTANCE OF 221.84 FEET);
- 5.) THENCE S. $45^{\circ}36'36''$ W., A DISTANCE OF 246.56 FEET CONTINUING ALONG SAID R.O.W. LINE;
- 6.) THENCE N. $44^{\circ}38'36''$ W., A DISTANCE OF 100.00 FEET;
7. THENCE N. $45^{\circ}36'36''$ E., A DISTANCE OF 247.13 FEET TO A POINT ON A CURVE;
- 8.) THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N. $44^{\circ}23'24''$ W., HAVING A RADIUS OF 2,915.00 FEET, A CENTRAL ANGLE OF $04^{\circ}12'56''$, A DISTANCE OF 214.48 FEET TO A POINT OF NON-TANGENCY, (A CHORD BEARING N. $43^{\circ}30'08''$ E., A DISTANCE OF 214.43 FEET);
- 9.) THENCE N. $41^{\circ}23'22''$ E., A DISTANCE OF 3,570.26 FEET TO A POINT ON A NON-TANGENT CURVE;
- 10.) THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N. $48^{\circ}37'45''$ W., HAVING A RADIUS OF 2,915.00 FEET, A CENTRAL ANGLE OF $04^{\circ}59'53''$, A DISTANCE OF 254.28 FEET TO A POINT OF NON-TANGENCY, (A CHORD BEARING N. $38^{\circ}52'18''$ E., A DISTANCE OF 254.20 FEET);
- 11.) THENCE N. $36^{\circ}22'02''$ E., A DISTANCE OF 202.35 FEET;

12.) THENCE S. 53°37'41" E., A DISTANCE OF 100.00 FEET THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PERMANENT EASEMENT IS FOR INGRESS, EGRESS, INSTALLATION, USE AND MAINTENANCE OF THE CALIBRATION BASE LINE. THE DIRECT LINE OF SITE MUST BE MAINTAINED AND NO BODIES OF WATER IN BETWEEN OR NEAR ANY OF THE SURVEY MARKS. ACCESS MUST BE PROVIDED FROM S.H. 2 TO THE AREA TOGETHER WITH THE ABILITY TO DRIVE BETWEEN EACH OF THE FOUR MARKS WITHOUT INTERFERENCE.

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE 0501, NORTH AMERICAN DATUM 1983 (2011). THE BEARING OF THE LINE BETWEEN STATIONS "A457" BEING A STANDARD NGS MARKER IN LOGO CAP IN CONCRETE COLLAR AND "P402" BEING A

STANDARDS NGS MARKER IN LOGO CAP IS SOUTH 9°40'28" WEST.

AUTHORED BY:

SCOTT L. KIMMINAU

COLORADO PROFESSIONAL LAND SURVEYOR NUMBER 29757

FOR AND ON BEHALF OF:

CDOT REGION 1 ROW/SURVEY

4670 HOLLY ST.

DENVER, CO 80216

Exhibit C

Resolution #TC-3206

Resolution to Approve the Devolution of SH2, 62nd Ave to I-76, in Commerce City,
Project # STA 0021-040, Project Code:19970

Approved by the Transportation Commission on November 20, 2014

WHEREAS, the Department of Transportation owns 8.676 linear miles of Highway in Commerce City identified as State Highway 2 (SH 2);

WHEREAS, that portion of SH 2 is located between US 6/US 85 and I-76, beginning at northerly right of way line of 62nd Avenue and ending near the southeasterly right of way line of I-76 (Exhibit A);

WHEREAS, Region 1 has determined that abandoning this portion of SH 2 would be in the best interest of Colorado taxpayers;

WHEREAS, the Colorado Revised Statute 43-2-103 (1)(a) provides that the Transportation Commission may determine that a state highway, or portion thereof, no longer functions as a state highway, and with the agreement of each affected county or municipality, the state highway, or portion thereof, can be abandoned to the affected county or municipality;

WHEREAS, the affected county or municipality will assume ownership of the above mentioned roads in "as is" condition in exchange for a specific dollar amount to be paid by CDOT to the local governing body on the date of the transfer of ownership of this specified road segments;

WHEREAS, Commerce City proposed to take ownership of SH 2 from mile marker 11.100 to mile marker 19.776 as depicted in Exhibit A which is attached hereto, in exchange for a payment of \$15,700,000 from CDOT, of which \$13,600,000 is from RAMP Funds and \$2,100,000 is from Faster Safety Funds;

WHEREAS, \$15,700,000 is anticipated to be less than the amount CDOT reasonably expects to expend to maintain, preserve, or improve this section of SH 2 over the next 20 years;

WHEREAS, Colorado Revised Statutes (CRS) 43-2-106 (1) (b) further provides that any county or municipality receiving a payment from CDOT as a result of CRS 43-2-106 (1) (a) shall credit the payment to a special fund to be used only for transportation-related expenditures;

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement (IGA) and agree upon the condition of the abandonment of said highway segment by the State and acceptance by Commerce City pursuant to the terms and conditions of the IGA;

WHEREAS, the governing body of Commerce City shall adopt a resolution agreeing to the State's abandonment of the portion of SH 2 and agreeing that said highway segment no longer serves the ongoing purposes of the State Highway system;

Exhibit C

committing Commerce City to assume ownership of said highway segment in the "as is" condition;

WHEREAS, within 90 days of the official notification of such abandonment by the Transportation Commission, Commerce City shall execute a resolution or ordinance accepting the abandoned portion of SH 2 as a city street;

WHEREAS, within 90 days of the date of execution of the Commerce City Resolution or Ordinance accepting the abandoned portion of SH 2, CDOT will execute a quitclaim deed that will include a reversion provision stating that if the property that is the subject of the quitclaim deed is not used for transportation purposes, title to such property will automatically revert back to CDOT;

WHEREAS, concurrent with the execution of the quitclaim deed, CDOT will provide payment of \$15,700,000.00 to Commerce City, and that shall constitute the total consideration from the State to Commerce City related to the abandonment and transfer of the Abandoned Highway;

WHEREAS, Transportation Commission is authorized pursuant to Colorado Revised Statutes (C.R.S) 43-2-106 to make determinations regarding abandonment of State Highways(s) to affected county(ies) or municipality(ies);

WHEREAS, the Transportation Commission has determined SH 2 between mile marker 11.100 to mile marker 19.776 is no longer needed for the state highway purposes;

NOW THEREFORE BE IT RESOLVED, pursuant to the provisions of the C.R.S, 43-2-106 the Department of Transportation be given authority to abandon that portion of SH 2 from mile marker 11.100 to mile marker 19.776 containing approximately 8.676 miles.

Herman J. Stockinger III
Herman Stockinger, Secretary
Transportation Commission of Colorado

12-8-14
Date

Exhibit D
Exhibit D

Local Resolution(s)

**RESOLUTION CONCURRING WITH THE COLORADO DEPARTMENT OF
TRANSPORTATION RELATED TO ABANDONMENT OF STATE HIGHWAY
2, RESPONSIBLE ACCELERATION OF MAINTENANCE AND
PARTNERSHIPS (RAMP) PROGRAM**

NO. 2014-110

WHEREAS, the Department of Transportation owns 8.676 linear miles of highway in Commerce City identified as State Highway 2 (SH 2) between mile marker 11.100 and mile marker 19.776;

WHEREAS, Commerce City proposed to take ownership of SH 2 from mile marker 11.100 to mile marker 19.776, in exchange for a payment of \$15,700,000 from CDOT, of which \$13,600,000 is from RAMP Funds and \$2,100,000 is from Faster Safety Funds;

WHEREAS, on November 20, 2014 the Colorado Department of Transportation (CDOT) adopted Resolution Number TC-3206 which states that abandoning this portion of SH 2 would be in the best interest of Colorado taxpayers; and

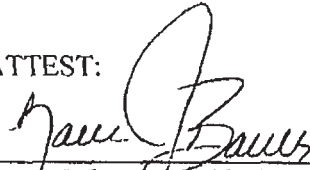
WHEREAS, the City and CDOT desire to enter into an Intergovernmental Agreement (IGA) and agree upon the condition of the abandonment of said highway segment by the State and acceptance by Commerce City pursuant to the terms and conditions of the IGA.

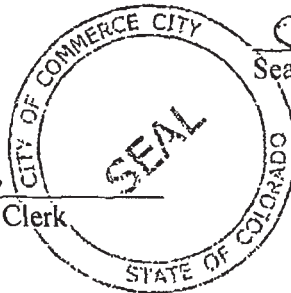
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COMMERCE CITY, COLORADO, AS FOLLOWS:

Commerce City concurs that SH 2 between mile marker 11.100 and mile marker 19.776 no longer serves the ongoing purposes of the State Highway System.

RESOLVED AND PASSED THIS 15th DAY OF DECEMBER, 2014.

ATTEST:


Laura J. Bauer, CMC, City Clerk



CITY OF COMMERCE CITY


Sean Ford, Mayor

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE COLORADO DEPARTMENT OF TRANSPORTATION RELATED
TO OWNERSHIP OF STATE HIGHWAY 2, RESPONSIBLE ACCELERATION
OF MAINTENANCE AND PARTNERSHIPS (RAMP) PROGRAM**

NO. 2015-04

WHEREAS, the Department of Transportation owns 8.676 linear miles of highway in Commerce City identified as State Highway 2 (SH 2) between mile marker 11.100 and mile marker 19.776;

WHEREAS, Commerce City proposes to take ownership of SH 2 from mile marker 11.100 to mile marker 19.776, in exchange for a payment of \$15,700,000 from CDOT, of which \$13,600,000 is from RAMP Funds and \$2,100,000 is from Faster Safety Funds;

WHEREAS, on November 20, 2014 the Colorado Department of Transportation (CDOT) adopted Resolution Number TC-3206 which states that abandoning this portion of SH 2 would be in the best interest of Colorado taxpayers; and

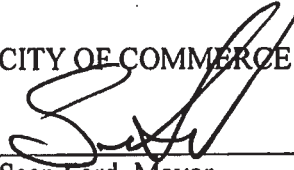
WHEREAS, the City and CDOT desire to enter into an Intergovernmental Agreement (IGA) and agree upon the condition of the abandonment of said highway segment by the State and acceptance by Commerce City pursuant to the terms and conditions of the IGA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COMMERCE CITY, COLORADO, AS FOLLOWS:

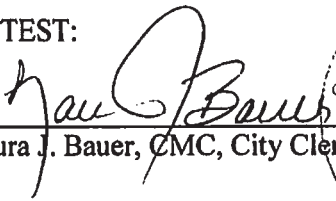
Commerce City commits to accepting ownership of SH 2 between mile marker 11.100 and mile marker 19.776.

RESOLVED AND PASSED THIS 2ND DAY OF MARCH, 2015.

CITY OF COMMERCE CITY


Sean Ford, Mayor

ATTEST:


Laura J. Bauer, CMC, City Clerk

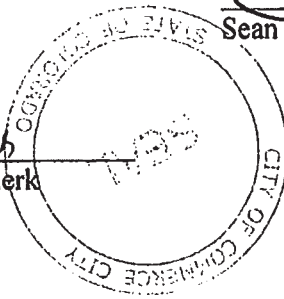


Exhibit E
Exhibit E

Quit Claim Deed

QUITCLAIM DEED

THIS DEED, made this ____ day of _____, 20____,
between

DEPARTMENT OF TRANSPORTATION,
STATE OF COLORADO

of the City and County of Denver and State of Colorado, grantor(s),
and

CITY OF COMMERCE CITY,
COLORADO

whose legal address is 7887 E 60th Avenue, Commerce City, CO 80022
of the County of Adams and State of Colorado, grantee(s),

After recording, please mail to

Colorado Dept. of Transportation
Property Management
2000 S Holly Street
Denver, Colorado 80222
Attn: Irving Mallo

WITNESS, that the grantor(s), for and in consideration of the sum of \$10.00 (ten) DOLLARS and NO/100th, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto the grantee(s), their heirs, successors and assigns forever, all the right, title, interest, claim and demand which the grantor(s) has in and to the real property, together with improvements, if any, situate, lying and being in the County of Adams and State of Colorado, described as follows:

SEE ATTACHED LEGAL DESCRIPTION FOR THE SEGMENT OF STATE HIGHWAY 2 THAT IS THE SUBJECT OF THIS TRANSACTION, ATTACHED HERETO AS PART OF EXHIBIT "A". IT IS INTENDED TO CONVEY ALL RIGHTS OF WAY AND EASEMENTS ACQUIRED AND ASSOCIATED WITH STATE HIGHWAY 2, NORTH OF THE NORTHERN EXTENDED RIGHT OF WAY LINE OF 62ND AVENUE AT MILE MARKER 11.100 TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF I-76 AT MILE MARKER 19.776.

SUBJECT TO:

any and all easements of record, and to any and all existing utilities as constructed, and for their maintenance as necessary, and
all valid and existing restrictions, reservations, covenants, conditions, and easements as described in QUITCLAIM DEED, Rocky Mountain Arsenal, Adams County, Colorado, 100-Foot Strip, Reception #20041119001173830, dated 11/19/2004 as recorded in the Adams County Clerk and Recorder's Office.

IN THE EVENT THE PROPERTY HEREIN CONVEYED FAILS TO BE USED FOR PUBLIC TRANSPORTATION PURPOSES THEN THIS DEED SHALL BECOME NULL AND VOID AND THE PROPERTY SHALL REVERT TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO.

Former Project Number: N/A
CDOT Parcel Number: N/A
Project Code: N/A

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor(s), either in law or equity, to the only proper use, benefit and behoof of the grantee(s) their heirs and assigns forever.

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

DEPARTMENT OF TRANSPORTATION,
STATE OF COLORADO

David Fox
Chief Clerk – Property Management

Joshua Laipply, P.E.
Chief Engineer

STATE OF COLORADO)
City and) ss.
County of Denver)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Joshua Laipply, P.E., Chief Engineer and David Fox, Chief Clerk-Property Management, Department of Transportation, State of Colorado.

Witness my hand and official seal.
My commission expires:

Notary Public

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)