

## INTERGOVERNMENTAL AGREEMENT FOR THE CONSTRUCTION OF THIRD CREEK WEST REGIONAL IMPROVEMENTS

This **INTERGOVERNMENTAL AGREEMENT FOR THE CONSTRUCTION OF THIRD CREEK WEST REGIONAL IMPROVEMENTS** (“**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (“**Effective Date**”), by and between THIRD CREEK METROPOLITAN DISTRICT NO. 1 (“**Third Creek**”), the CITY OF COMMERCE CITY (“**City**”), the COMMERCE CITY E-470 COMMERCIAL AREA GENERAL IMPROVEMENT DISTRICT (“**ECAGID**”), and the COMMERCE CITY E-470 RESIDENTIAL AREA GENERAL IMPROVEMENT DISTRICT (“**ERAGID**”) (collectively, “**Parties**”).

### RECITALS

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

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

C. WHEREAS, the GIDs have committed to fund certain regional improvements needed to serve development east of the E-470 Public Highway in the City’s current boundary and its future growth area, as detailed in that Annexation and Inclusion Agreement dated November 3, 2020, and amended as of April 6, 2021, related to the property known as Third Creek West in annexation cases AN-19-253 and AN-19-254 and inclusion cases ECAGID-012-19 and ERAGID-002-19 (“**Inclusion Agreement**”);

D. WHEREAS, as detailed in the Inclusion Agreement, the regional improvements include a sanitary sewer line from Third Creek and along 112th Avenue, potable and non-potable waterlines along 104th Avenue, Himalaya Parkway, and 112th Avenue, and street improvements, storm sewer improvements, and median landscaping along 104th Avenue and Himalaya Parkway, as generally depicted on **Exhibit A** (“**Project**”);

E. WHEREAS, Third Creek and Third Creek Metropolitan District Nos. 2 and 3 have determined that Third Creek will be responsible for the design and construction the Project and, accordingly, will receive funds from the GIDs pursuant to the Inclusion Agreement;

F. WHEREAS, the ECAGID has incurred a Limited Tax General Obligation Loan, Series 2021, in the original principal amount of \$14,125,000 to effect a portion of the Project, as detailed in the Loan Agreement between the ECAGID and ZIONS Bancorporation, N.A. d/b/a Vectra Bank, and other Financing Documents, as defined therein (“**ECAGID Loan Agreement**”);

G. WHEREAS, the ERAGID has incurred a Limited Tax General Obligation Loan, Series 2021, in the original aggregate principal amount of \$6,800,000 to effect a portion of the Project, as detailed in the Loan Agreement between the ERAGID and the ECAGID and other Financing Documents, as defined therein (“**ERAGID Loan Agreement**”), which funds will be provided to Third Creek by the ECAGID on behalf of the ERAGID pursuant to this Agreement;

H. WHEREAS, the Parties to this Agreement desire to establish terms for the design and construction of the Project, the reimbursement of costs related thereto, and the ECAGID’s administration of funds on behalf of the ERAGID.

## **AGREEMENT**

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

### **1. Design and Permitting.**

a. *Design Work.* Third Creek will undertake and complete, or cause to be undertaken and completed, and be solely responsible for, the survey, engineering, design, plan preparation and permitting associated with the Project, including the following (the “**Design Work**”):

- (i) Title Commitments;
- (ii) Design and Utility Surveys;
- (iii) Property Surveys and Base Mapping preparation;
- (iv) Geotechnical Engineering;
- (v) Traffic Studies and Engineering;
- (vi) Environmental Engineering and Permitting;
- (vii) Roadway Design and Plans;
- (viii) Traffic Signal Design and Plans;
- (ix) Signage, Striping and Lighting Plans;
- (x) Drainage Design and Plans;
- (xi) Stormwater Management Design and Plans;
- (xii) Demolition and restoration of existing improvements design and plans;
- (xiii) Landscaping and Irrigation Design and Plans;
- (xiv) Electric Relocation Design and Plans;

- (xv) Gas Line Relocation Design and Plans;
- (xvi) Telecommunication Relocation Design and Plans;
- (xvii) Preparing Legal Descriptions for Easement and Right-of-Way Acquisition;
- (xviii) Drainage Studies and Stormwater Management Reports;
- (xix) Right-of-Way Plans; and
- (xx) Cost Estimates.

b. *Completion.* Third Creek will undertake and complete, or cause to be undertaken and completed, all Design Work to enable the completion of construction of the Project by the date established in Section 2, below.

c. *Design Work Contracts.* The contracts for Design Work will not make the City or either of the GIDs a party or impose any obligations on the City or either of the GIDs, but will include the following:

(i) Insurance requirements as are industry standard and which specifically name the City, each of the GIDs, and their elected and appointed officials, employees, and agents as an “additional insured” (with the exception of workers’ compensation and employer’s liability insurance policies, if any). Notwithstanding the foregoing, the coverage limits of any policy of insurance provided under this section will at all times meet or exceed the maximum amount that may be recovered by any number of persons from a single occurrence under the Colorado Government Immunity Act, C.R.S. § 24-10-114, as amended. Third Creek will require any contractor or Builder (as defined below) to provide a certificate or certificates of insurance to the ECAGID;

(ii) Indemnity provisions protecting the City, each of the GIDs, and their elected and appointed officials, employees, and agents to the same extent as Third Creek and its directors, officers, agents and employees;

(iii) To expressly name the City and each of the GIDs as a third-party beneficiary of the contract with respect to the insurance, indemnity and defense, warranty, and standard of care provisions.

All executed contracts will be provided to the ECAGID for its records.

d. *Property Acquisition.* Third Creek will be responsible for the acquisition of all necessary property interests, easements, licenses, and/or rights of ways deemed necessary for construction of the Project, at no cost to the GIDs.

## 2. **Construction.**

a. *Construction and Completion.* Upon the City’s approval of the final plans and specifications, issuance of the final permits, and the acquisition of any and all necessary property

interests for construction of the Project, Third Creek will construct, or cause to be constructed, the Project substantially in accordance with all approved plans and specifications. Substantial completion of the Project will be reached by December 31, 2023, and final acceptance will be reached by December 31, 2024.

b. *Construction Contract.* The construction contracts will not make the City or either of the GIDs a party or impose any obligations on the City or either of the GIDs, but will include the following:

(i) Insurance requirements as are industry standard and which specifically name the City, each of the GIDs, and their elected and appointed officials, employees, and agents as an “additional insured” (with the exception of workers’ compensation and employer’s liability insurance policies, if any). Notwithstanding the foregoing, the coverage limits of any policy of insurance provided under this section will at all times meet or exceed the maximum amount that may be recovered by any number of persons from a single occurrence under the Colorado Government Immunity Act, C.R.S. § 24-10-114, as amended. Third Creek will require any contractor or Builder to provide a certificate or certificates of insurance to the ECAGID;

(ii) Indemnity provisions protecting the City, each of the GIDs, and their elected and appointed officials, employees, and agents to the same extent as Third Creek and its directors, officers, agents and employees;

(iii) Requirements of payment and performance bonds, in the amount of 100% of the contract amount;

(iv) To expressly name the City and each of the GIDs as a third-party beneficiary of the contract with respect to the insurance, indemnity and defense, performance and payment bonds, warranties, and standard of care provisions.

c. *Change Orders.* Third Creek will have the sole discretion to approve all change orders associated with the Project that do not materially change the scope, purpose, or date of completion of the Project. All change orders will be provided to the ECAGID.

d. *Reports.* Third Creek will provide written reports, no more than monthly, to the ECAGID at the ECAGID’s request regarding the status of construction.

All executed contracts will be provided to the ECAGID for its records.

e. *Construction Management & Quality Assurance.* Third Creek or Builder may enter into construction management and quality assurance/geotechnical engineering contracts with qualified contractors, subject to the requirements of this Agreement, and issue a notice to proceed. All executed contracts will be provided to the ECAGID for its records. The contracts for such work will not make the City or either of the GIDs a party or impose any obligations on the City or either of the GIDs, but will include the items required by Section 1(c), above.

### **3. District Obligations.**

a. *Builder Reimbursement Agreement.* Third Creek’s obligations hereunder concerning all Design Work and construction, including construction management and quality assurance/geotechnical engineering, related to the Project, may be performed a third-party builder (the “**Builder**”) with reimbursement to the Builder by the District pursuant to a reimbursement agreement between Third Creek and the Builder (the “**Builder Reimbursement Agreement**”). Any Builder Reimbursement Agreement shall include the items required by Sections 1(c) and 2(b), above. Notwithstanding the foregoing, Third Creek is responsible for all commitments in this Agreement and is responsible for completion of the Project in accordance with this Agreement. All reimbursements made by the GIDs hereunder shall be made to the District subject to terms and conditions set forth herein.

#### 4. **Project Costs and Reimbursement.**

a. *Third Creek Responsible.* Third Creek will fund all Design Work and all costs of construction, including construction management and quality assurance/geotechnical engineering, related to the Project and will timely make payment of such costs as the same become due and payable (“**Costs**”), whether directly to a contractor or pursuant to a Builder Reimbursement Agreement. Neither of the GIDs will be responsible for any element of the Project or any of the Costs, except for reimbursement to Third Creek for Costs as set forth in this section.

b. *Estimated Costs & Contingency.* The Project consists of the following elements, as depicted on Exhibit A, with the following estimated costs:

- Sanitary Sewer: \$ 3,800,525
- Waterlines: \$ 5,870,094
- Storm sewer (104th Avenue): \$ 608,425
- Storm sewer (Himalaya Parkway): \$ 3,311,421
- Street improvements and landscaping (104th Avenue): \$ 1,189,702
- Street improvements and landscaping (Himalaya Parkway): \$ 1,775,173

c. *Expenditure Reporting:* Third Creek will, during construction of the Project, provide the GIDs with monthly written reports detailing actual Project expenditures.

d. *Limitation.* Neither GID will be obligated to reimburse any amount unless Third Creek constructs, or caused to be constructed, the Project and final acceptance is reached. The reimbursement obligations of the GIDs will be limited to a maximum of \$7,000,000.00 for the ECAGID (“**Maximum ECAGID Contribution**”) and a maximum of \$6,800,000 for the ERAGID (“**Maximum ERAGID Contribution**”). The Maximum ECAGID Contribution will be payable solely from funds obtained by the ECAGID pursuant to the ECAGID Loan Agreement and held in the Project Fund as described in the ECAGID Loan Agreement (“**Project Fund**”). The Maximum ERAGID Contribution will be payable solely from funds obtained by the ERAGID pursuant to the ERAGID Loan Agreement and held in the Project Fund for such purpose. Third

Creek will be responsible for any Costs to complete the Project exceeding the Maximum ECAGID Contribution and the Maximum ERAGID Contribution, for any reason.

e. *Final Accounting.* At or after final acceptance of the Project, Third Creek will provide the GIDs with a written certification which will include an accounting of all costs related to construction of the Project paid by Third Creek (“**Cost Certification**”) along with a disbursement request for reimbursement from the ECAGID in the form of requisition attached as Exhibit C (“**ECAGID Disbursement Request**”) and from the ERAGID in the form of requisition attached as Exhibit D (“**ERAGID Disbursement Request**”) (together, “**Disbursement Requests**”), signed by member of the Third Creek’s board of directors. No costs attributable to any work other than the Project shall be included in the Disbursement Requests.

f. *Reconciliation.* The GIDs will review the Cost Certification, the Disbursement Requests, and supporting documentation and shall have the opportunity to reconcile the Cost Certification and the Disbursement Requests with the supporting documentation. If either of the GIDs objects to the Cost Certification or the Disbursement Requests, the GIDs will notify Third Creek within sixty (60) calendar days of receipt of the Cost Certification and the Disbursement Requests and the Parties shall meet in a good faith effort to resolve any objections raised by the GIDs. If the objections are not resolved and the Cost Certification or the Disbursement Requests is rejected by the GIDs, the Parties reserve all rights, defenses and remedies afforded by this Agreement with respect to the disputed costs.

g. *Reimbursement.* No more than thirty (30) days after the GIDs’ acceptance of, or the Parties’ mutual agreement to, the Cost Certification and Disbursement Requests, the ECAGID, for itself and the ERAGID, will, subject to the conditions and limitations set forth in this Agreement, and in accordance with any limitations of the ECAGID Loan Agreement and the ERAGID Loan Agreement, reimburse Third Creek in the amount of the Disbursement Requests, provided the payment on behalf of the ECAGID will not exceed the combined Maximum ECAGID Contribution and the payment on behalf of the ERAGID will not exceed the Maximum ERAGID Contribution. Any remaining balance in the Project Fund upon completion of the Project may be used by the ECAGID as provided in the ECAGID Loan Agreement.

h. *Authorization of ECAGID.* The ECAGID is authorized to make payments pursuant to this section on behalf of the ERAGID using funds loaned to the ERAGID but held by the ECAGID pursuant to the ERAGID Loan Agreement. The ECAGID may maintain and use such funds in the Project Fund as authorized by the ECAGID Loan Agreement.

i. *Audit.* At any time, the GIDs will have the right to audit Third Creek’s records concerning the design and construction of the Project. The right to request an audit of such records will be made before January 1, 2031 and will be in writing. The audit request will include a reasonably detailed description of the scope of documents requested for audit by the GIDs.

**5. Covenants of Third Creek.** Third Creek covenants for the benefit of the GIDs that:

a. Third Creek will not take any action or omit to take any action with respect to the facilities constructed as part of the Project, to the extent financed by the reimbursement from the GIDs (“**Facilities**”), if such action or omission (A) would cause the interest on the loan obtained

by the ECAGID, pursuant to the ECAGID Loan Agreement, or the loan obtained by the ERAGID, pursuant to the ERAGID Loan Agreement (“**Loans**”), to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder (“**Code**”); (B) would cause interest on the Loans to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code; or (C) would cause interest on the Loans to lose its exclusion from Colorado taxable income or Colorado alternative minimum taxable income under present Colorado law;

b. Third Creek, prior to entering into certain arrangements that could give rise to an impermissible amount of private business use of the Facilities, will consult with bond counsel before entering into such arrangements that include, but are not limited to, management contracts, operating agreements, licenses, leases, subleases, naming rights agreements, research agreements, cellular tower or solar panel placement agreements, clinical trial agreements, and joint venture or partnership arrangements;

c. Third Creek, prior to assigning, dedicating, or otherwise transferring, or entering into any other arrangements (e.g., management contracts, operating agreements, licenses, leases, subleases, etc.) that could give rise to an impermissible amount of private business use under applicable tax law with respect to any of the Facilities, will consult with the GIDs and their bond counsel to determine what impact, if any, such arrangement would have on the tax-exempt status of the GID’s outstanding debt.

The covenants contained in this section shall remain in full force and effect until the date on which all obligations of the District in fulfilling such covenants under the Code and Colorado law have been met, notwithstanding the payment in full or defeasance of the Loans. Third Creek will include the covenant provided in this section in any assignment, dedication, or other transfer of the Facilities constructed as part of the Project.

**6. Representations and Warranties of Third Creek.** Third Creek represents and warrants to the GIDs that:

a. Third Creek is a special district duly organized and validly existing under the laws of the State of Colorado, is authorized to conduct business as it is presently being conducted, is not in violation of its governing documents or the laws of the State of Colorado, has the power and legal right to enter into this Agreement, and has duly authorized the execution, delivery, and performance of this Agreement;

b. The consummation of the transactions contemplated by this Agreement will not violate any provisions of its governing documents or constitute a default or result in the breach of any term of provision of any contract or agreement to which Third Creek is a party or by which it is bound; and

c. There is no litigation, proceeding, or investigation contesting the authority of Third Creek or its officers with respect to this Agreement, and Third Creek is unaware of any such litigation, proceeding, or investigation being threatened.

**7. Representations and Warranties of the GIDs.** The GIDs, individually, represent and warrant to Third Creek that:

a. Each GID is a general improvement district duly organized and validly existing under the laws of the State of Colorado, is authorized to conduct business as it is presently being conducted, is not in violation of its governing documents or the laws of the State of Colorado, has the power and legal right to enter into this Agreement, and has duly authorized the execution, delivery, and performance of this Agreement;

b. The consummation of the transactions contemplated by this Agreement will not violate any provisions of its governing documents or constitute a default or result in the breach of any term of provision of any contract or agreement to which the GID is a party or by which it is bound; and

c. There is no litigation, proceeding, or investigation contesting the authority of the GID or its officers with respect to this Agreement, and the GID is unaware of any such litigation, proceeding, or investigation being threatened.

8. **Term.** This Agreement will be effective from the Effective Date until the date the Reimbursement Amount has been paid in full. The termination of this Agreement will not affect any warranty, indemnity, insurance, or bond obligations of Third Creek or any Third Creek contractor or any related right accruing to the City's benefit.

9. **Notice.** Any notice given pursuant to this Agreement (including monthly reporting, Cost Certification, and Disbursement Requests) will be sent by certified mail, return receipt requested, overnight delivery service, or hand delivery. Notice to the GIDs will be given to the City Manager, as their Executive Director, and copied to the City's Finance Director and City Attorney, as their General Counsel, at 7887 E. 60th Avenue, Commerce City, CO 80022. Notice to Third Creek will be given to its District Counsel at Icenogle Seaver Pogue, P.C., 4725 S. Monaco St., Suite 360, Denver, CO 80237. Such notice, if given by mail, will be deemed received three (3) days after mailing in accordance with this section. Reports on the progress of the work and notifications of significant changes in the work may be sent by e-mail to addresses designated by the GIDs.

#### 10. **General Provisions.**

a. *Incorporation by Reference.* The recitals to this Agreement and all exhibits to this Agreement are incorporated by reference.

b. *No Third-Party Beneficiaries.* The Parties expressly intend that any person other than the GIDs, the City, and Third Creek will be deemed to be only an incidental beneficiary under this Agreement. The City will be deemed an express beneficiary only of those provisions specifically referencing the City.

c. *Binding Effect; Assignment.* This Agreement will be binding on the Parties hereto and their respective successors and assigns, without regard to the method or manner of succession or assignment. No party hereto will assign its obligations or rights under this Agreement without the other Parties' prior written consent and any attempted assignment in violation hereof will be null and void. Any successor or assign of the whole, or of any part, of this Agreement will be jointly and severally liable for performance of such portion succeeded to or assigned.



d. *No Waiver.* No waiver of any provision of this Agreement will constitute a waiver of any other provision of this Agreement, nor will any such waiver be a continuing waiver. A party's failure to insist upon strict performance of any of the terms, covenants, conditions or agreements contained in this Agreement will not be deemed a waiver of any rights or remedies that said party may have and will not be deemed a waiver of any subsequent breach or default in the performance of any of the terms, covenants, conditions or agreements contained in this Agreement by the same party. Except as expressly provided in this Agreement, no waiver will be binding on any party unless executed in writing by the party making such waiver.

e. *Governmental Immunity.* No term or condition of this Agreement will 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, C.R.S. §§ 24-10-101, et seq.

f. *Non-liability of Officials and Employees.* No elected or appointed official, employee, agent, consultant or contractor of the GIDs, the City, or Third Creek will be personally liable to the other Parties or any successors for any breach of this Agreement.

g. *Non-Appropriation.* Notwithstanding any other term or condition of this Agreement, all obligations of the GIDs, the City, or Third Creek under this Agreement, including all or any part of any payment or reimbursement obligations, whether direct or contingent, will only extend to payment of monies duly and lawfully appropriated and encumbered for the purpose of this Agreement through the GIDs', the City's or Third Creek's legally required budgeting, authorization, and appropriation process, as applicable. Further, the GIDs, the City, and Third Creek, by this Agreement, do not create a multiple fiscal year obligation or debt either within or without this Agreement. The GIDs, the City, and Third Creek, by this Agreement, do not bind future boards to make such appropriations.

h. *Governing Law; Jurisdiction and Venue.* This Agreement will be governed by the laws of the State of Colorado. Venue for any litigation arising out of or relating to this Agreement will be in the 17th Judicial District in Adams County, Colorado.

i. *No Partnership or Agency – Independent Contractor Relationship.* Notwithstanding any language in this Agreement or any representation or warranty to the contrary herein, the relationship between Third Creek, the City, and the GIDs will be as independent contractors, and neither the GIDs, the City, nor Third Creek will be deemed or constitute an employee, servant, agent, partner or joint venture of the other.

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

N. *Consent to Electronic Signatures and Electronic Records.* The Parties consent to the use of electronic signatures by the other Parties. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this

Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

k. *Severability.* If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision will not affect the validity of any remaining portion of this Agreement, which will remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there will automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

l. *Rules of Construction.* Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all Parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all Parties. No term of this Agreement will be construed or resolved in favor of or against the GIDs, the City, or Third Creek on the basis of which party drafted the uncertain or ambiguous language. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender. Section headings used in this Agreement are for convenience of reference only.

m. *Authority.* The Parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the Parties to its terms.

n. *Acknowledgement of Open Records Act – Public Document.* The Parties acknowledge that the City, the GIDs, and Third Creek are public entities subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., and as such, this Agreement may be subject to public disclosure thereunder.

o. *Entire Agreement.* This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the Parties.

*(Signature page follows)*

IN WITNESS WHEREOF, the ECAGID, ERAGID, and Third Creek execute this Agreement as of the Effective Date.

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

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

**CITY OF COMMERCE CITY, COLORADO**

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert D. Sheesley, City Attorney/General Counsel

**THIRD CREEK METROPOLITAN DISTRICT NO. 1**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

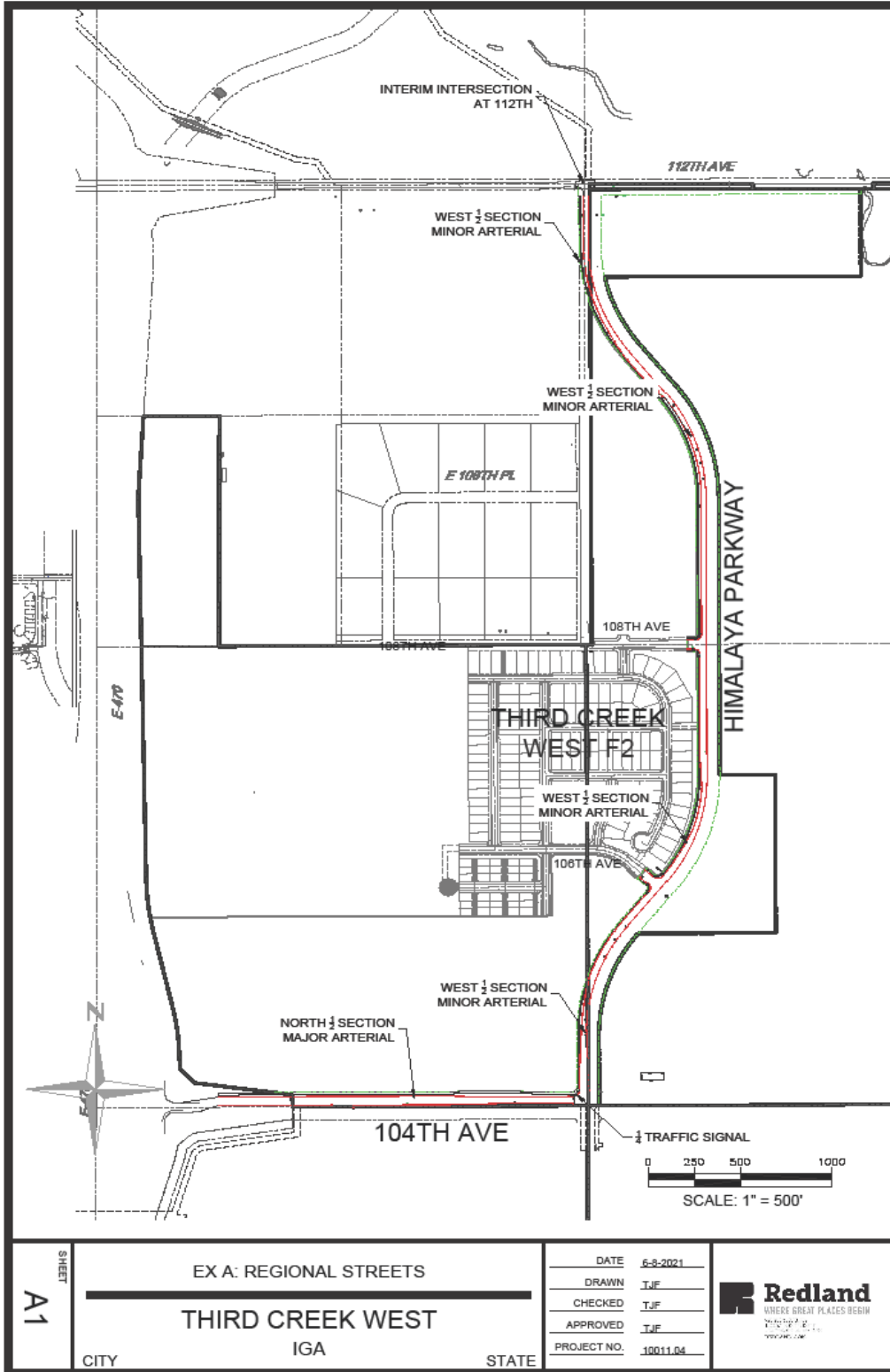
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Title

ATTEST:

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Title: \_\_\_\_\_

# Exhibit A – Depiction of Project

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SHEET  
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EX A: REGIONAL STREETS

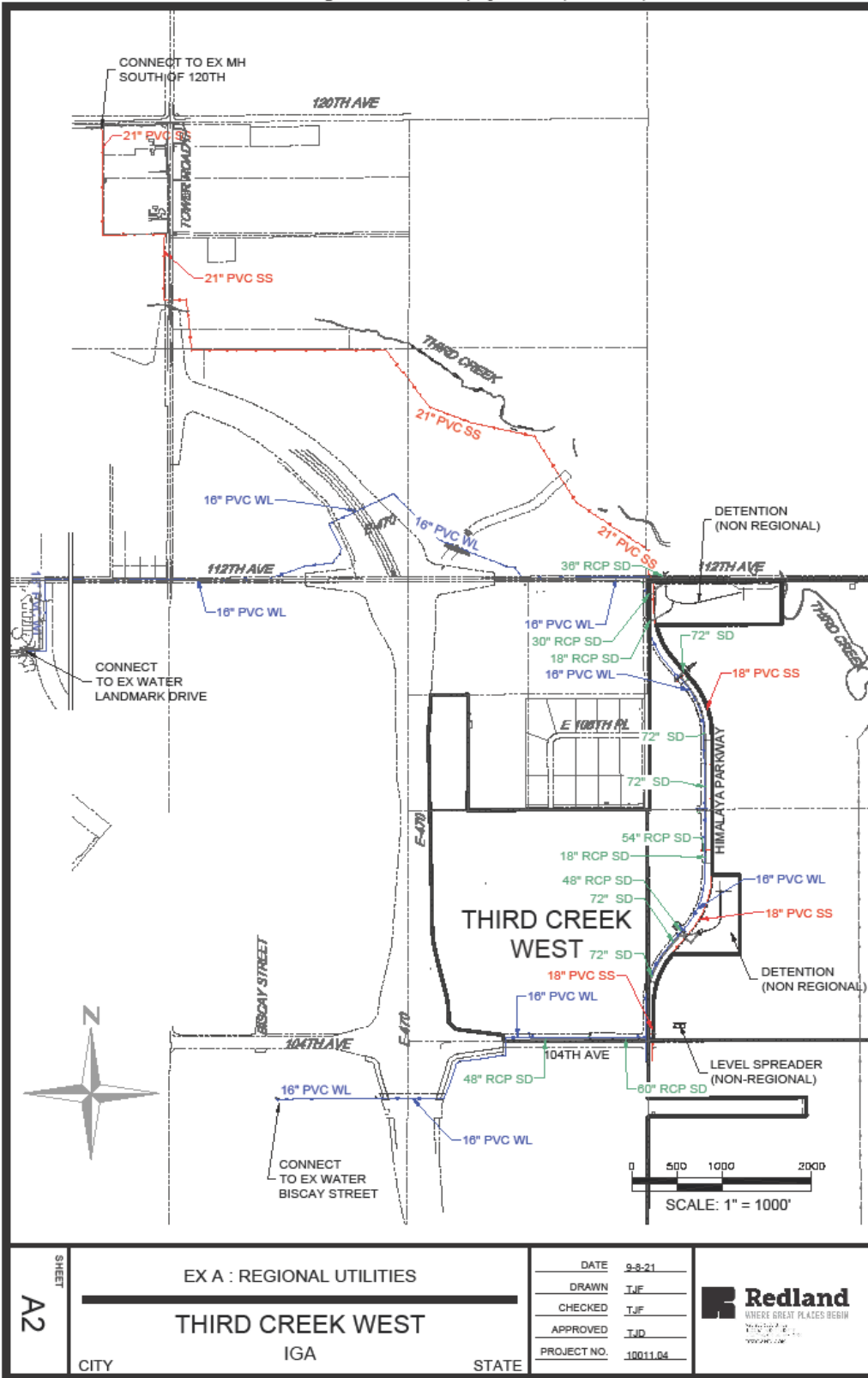
THIRD CREEK WEST  
IGA

CITY

STATE

DATE	6-8-2021
DRAWN	TJF
CHECKED	TJF
APPROVED	TJF
PROJECT NO.	10011.04





SHEET  
A2

EX A : REGIONAL UTILITIES

THIRD CREEK WEST

IGA

CITY

STATE

DATE	9-8-21
DRAWN	TJF
CHECKED	TJF
APPROVED	TJD
PROJECT NO.	10011.04



**Exhibit B – Summary of Project Costs**

<b>Filing 1 Regional Improvements</b>				
	<b>Costs</b>	<b>Soft Costs (20%)</b>	<b>Contingency (15%)</b>	<b>Totals</b>
104th Ave Street Improvements and Landscaping	\$881,261	\$176,252	\$132,189	\$1,189,702
104th Storm Sewer	\$450,685	\$90,137	\$67,603	\$608,425
Himalaya Parkway Street Improvements and Landscaping	\$1,314,943	\$262,989	\$197,241	\$1,775,173
Himalaya Parkway Storm	\$2,452,904	\$490,581	\$367,936	\$3,311,421
Sanitary Sewer	\$2,815,204	\$563,041	\$422,281	\$3,800,525
Water	\$4,348,218	\$869,644	\$652,233	\$5,870,094
<b>Total Cost</b>	<b>\$12,263,215</b>	<b>\$2,452,643</b>	<b>\$1,839,482</b>	<b>\$16,555,340</b>

**Exhibit C – FORM OF REQUISITION**

**ECAGID DISBURSEMENT REQUEST**

REQUISITION NO. \_\_\_\_\_

To: Commerce City E-470 Commercial Area General Improvement District (“ECAGID”)

The undersigned Representative (the “Representative”) of and for the Third Creek Metropolitan District No. 1 hereby requisitions the following sum from the Project Fund established under the Loan Agreement, dated as of May 4, 2021 (the “Agreement”) between, and ECAGID as borrower, and Zions Bancorporation, National Association d/b/a Vectra Bank, as Lender, and certifies that this requisition is a proper expenditure of monies in the Project Fund for the purposes of constructing and installing the Project, as follows:

Amount: \$ \_\_\_\_\_

Name and Address of Payee:

Describe Nature of Obligation:

The Representative further certifies that: (a) the obligation described above has been properly incurred, is a proper charge against the applicable Project Fund and has not been the basis of any previous withdrawal or requisition; (b) the disbursement requested is due and payable and will be used for the costs of the Project permitted under the Agreement.

Date: \_\_\_\_\_

**THIRD CREEK METROPOLITAN DISTRICT NO. 1**

By: \_\_\_\_\_  
Authorized Representative (Any Board Member)

*Note: ECAGID must submit a copy of this request to the Paying Agent (Zions Bancorporation, National Association).*

**Exhibit D – FORM OF REQUISITION ERAGID**

**ERAGID DISBURSEMENT REQUEST**

REQUISITION NO. \_\_\_\_\_

To: Commerce City E-470 Residential Area General Improvement District (“ERAGID”)  
C/O Commerce City E-470 Commercial Area General Improvement District (“ERAGID”)

The undersigned Representative (the “Representative”) of and for the Third Creek Metropolitan District No. 1 hereby requisitions the following sum from the Project Fund established under the Loan Agreement, dated as of May 4, 2021 (the “Agreement”) between, and ECAGID as lender, and ERAGID, as borrower, and certifies that this requisition is a proper expenditure of monies in the Project Fund for the purposes of constructing and installing the Project, as follows:

Amount: \$ \_\_\_\_\_

Name and Address of Payee:

Describe Nature of Obligation:

The Representative further certifies that: (a) the obligation described above has been properly incurred, is a proper charge against the applicable Project Fund and has not been the basis of any previous withdrawal or requisition; (b) the disbursement requested is due and payable and will be used for the costs of the Project permitted under the Agreement.

Date: \_\_\_\_\_

**THIRD CREEK METROPOLITAN DISTRICT NO. 1**

By: \_\_\_\_\_  
Authorized Representative (Any Board Member)

*Note: ECAGID must submit a copy of this request to the Paying Agent (Zions Bancorporation, National Association).*