

INTERGOVERNMENTAL AGREEMENT FOR
TAX INCREMENT REVENUE SHARING

(City of Commerce City)

(Sand Creek Business Area Urban Renewal Plan)

This Intergovernmental Agreement for Tax Increment Revenue Sharing (the “Agreement”) is entered into as of _____, 2022 (the “Effective Date”) by and between the **URBAN RENEWAL AUTHORITY OF THE CITY OF COMMERCE CITY**, a body corporate and politic of the State of Colorado (the “Authority”), and the **CITY OF COMMERCE CITY, COLORADO**, a home rule municipality under the laws of the State of Colorado (the “City”). The Authority and the City are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS.

The following recitals are incorporated in and made a part of this Agreement. Capitalized terms used herein and not otherwise defined are defined in Section 1 below.

A. Proposed Redevelopment. The City has been advised that the real property described in Exhibit A (the “Property”), is being studied for designation as an urban renewal area in order to encourage redevelopment to eliminate existing blighted conditions which constitute threats to the health, safety and welfare of the community and barriers to development.

B. Urban Renewal and Tax Increment Financing. The Authority has recommended inclusion of the Property in a proposed urban renewal plan, entitled the “Sand Creek Business Area Urban Renewal Plan” (the “Plan” or “Urban Renewal Plan”) authorizing and utilizing tax increment financing in accordance with the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “Act”). The proposed Plan that includes the Property has been provided to the City under separate cover. The final Plan, if approved by the City Council of the City, shall be the “Plan” for purposes of this Agreement.

C. Nature of Urban Renewal Project and Purpose of Agreement. The proposed Urban Renewal Project is necessary to serve the proposed Urban Renewal Area and to comply with §31-25-107(4)(g) of the Act that requires the Plan to afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area by private enterprise. Approval of the Urban Renewal Plan is subject to recent legislation, including requirements imposed by HB 15-1348 for new urban renewal plans adopted after January 1, 2016.

D. Impact Report. The Authority has submitted to the City a Tax Forecast and Impact Report to understand the estimated impacts of the Plan on City services associated with the Plan.

E. Colorado Urban Renewal Law. In accordance with the Act as amended to the date of this Agreement (including the requirements of HB 15-1348 and SB 18-248), the Parties desire to enter into this Agreement to facilitate adoption of the Plan and redevelopment of the proposed Urban Renewal Area described therein. The Agreement addresses, among other things, the estimated impacts on the City’s services associated solely with the Urban Renewal Plan.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and between the Parties hereto as set forth herein.

1. DEFINITIONS. As used in this Agreement:

1.1. “Act” means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S.

1.2. “Agreement” means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.

1.3. “Agricultural Land” shall have the same meaning as defined in §31-25-103 of the Act.

1.4. “Authority” means the Party described in the Preamble to this Agreement, the Urban Renewal Authority of the City of Commerce City, a body corporate and politic of the State of Colorado.

1.5. “Bonds” shall have the same meaning as defined in §31-25-103 of the Act.

1.6. “City” means the Party described in the Preamble to this Agreement, the City of Commerce City, Colorado.

1.7. “City Increment” means the Property Tax Increment Revenues generated by the City’s mill levy received by the Authority from the County Treasurer and the Sales Tax Increment Revenues generated by the City’s sales tax rate of 3.5% received by the City, both as paid into the Special Fund as specified in Section 3.1.

1.8. “Duration” means the twenty-five (25) year period that the tax increment or tax allocation provisions will be in effect as specified in the Plan, and pursuant to §31-25-107(9)(a) of the Act.

1.9. “Eligible Costs” means those costs eligible to be paid or reimbursed from the Property Tax Increment Revenues pursuant to the Act.

1.10. “Future Mill Levy” has the meaning set forth in Section 3.2.

1.11. “Impact Report” means the Tax Forecast and Impact Report for Sand Creek Business Area Urban Renewal Plan dated October, 2021 previously submitted to the City setting forth the burdens and benefits of the Urban Renewal Project.

1.12. “Party” or “Parties” means the Authority or the City or both and their lawful successors and assigns.

1.13. “Plan” means the urban renewal plan defined in Recital B above.

1.14. “Project” shall have the same meaning as Urban Renewal Project.

1.15. “Property Tax Increment Revenues” means all the TIF revenues derived from ad valorem property tax levies described in §31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Duration.

1.16. “Sales Tax Increment Revenues” means all of the municipal sales tax revenue collected in excess of the base revenue of Zero dollars (\$0.00) pledged and allocated to the Authority for deposit in the Special Fund by this Agreement, which is the revenue produced by a municipal sales tax rate of 3.5% imposed by the City upon taxable sales, rentals and services (including lodging) pursuant to the City Sales and Use Tax Code and Regulations within the Urban Renewal Area during the Duration; provided, however, the City and the Authority shall be permitted, but not required, to adjust the Sales Taxes Increment Revenues to take into account legislative adjustments to the municipal sales tax rate so that, to the extent possible, the actual Sales Taxes Increment Revenues generated from the Urban Renewal Area shall neither be diminished nor eliminated as a result of such changes. For clarity, the municipal sales tax rate of 3.5% is established because a portion of the City’s sales tax rate of 4.5% is dedicated to the construction of identified parks, recreation amenities, and roads. Therefore, no portion of the 1.0% sales tax approved by voters on November 5, 2013, or any future increase will be included as part of the Sales Taxes Increment Revenues. No portion of any use tax attributable to the Urban Renewal Area shall be included as part of the Sales Taxes Increment Revenues.

1.17. “Special Fund” means the fund described in the Plan and §31-25-107(9)(a)(II) of the Act into which the City Increment will be deposited.

1.18. “TIF” means the property tax increment portion of the property tax assessment roll described in §31-25-107(9)(a)(II) of the Act.

1.19. “Urban Renewal Area” means the area included in the boundaries of the Plan.

1.20. “Urban Renewal Plan” means the urban renewal plan defined in Recital B above.

1.21. “Urban Renewal Project” means all undertakings and activities, or any combination thereof, required to carry out the Urban Renewal Plan pursuant to the Act.

2. Impact Report. The Parties acknowledge and agree that the Impact Report addresses the following information and hereby make and adopt the following findings relating to the Impact Report:

(a) The Urban Renewal Project is projected to create benefits as specified in the Impact Report that will benefit the Parties, the region, and the State of Colorado.

(b) The Duration of time estimated to complete the Urban Renewal Project is the twenty-five (25) year period of time specified in §31-25-107(9)(a) of the Act.

(c) The estimated annual Property Tax Increment Revenue and Sales Tax Increment Revenue to be generated by the Urban Renewal Project for the Duration of the

Urban Renewal Project and to be allocated to fund the Urban Renewal Project are set forth in this Agreement and the Impact Report.

(d) The nature and relative size of the revenue and other benefits and impacts expected to accrue to the City and other taxing entities that levy property taxes in the Urban Renewal Area are set forth in the Impact Report and include, without limitation:

- (i) The increase in base value resulting from biennial general reassessments for the Duration in accordance with §31-25-107(9)(e) of the Act;
- (ii) The benefit of improvements in the Urban Renewal Area to existing taxing entity infrastructure in accordance with §31-25-107(3.5) of the Act;
- (iii) The estimate of the impact of the Urban Renewal Project on City and taxing entity revenues in accordance with §31-25-107(3.5) of the Act;
- (iv) The cost of additional City and taxing body infrastructure and services required to serve development in the Urban Renewal Area in accordance with §31-25-107(3.5) of the Act;
- (v) The method under which the Authority will finance, or that agreements are in place to finance, any additional City infrastructure and services required to serve development in the Urban Renewal Area for the period in which Property Tax Increment Revenues are shared;
- (vi) The capital or operating costs of the Parties, the City, and other taxing bodies that are expected to result from the Urban Renewal Project in accordance with HB 15-1348;
- (vii) The legal limitations on the use of revenues belonging to the Parties, the City, and any taxing entity in accordance with HB 15-1348 and SB 18-248; and
- (viii) The other estimated impacts of the Urban Renewal Project on City and other taxing body services or revenues in accordance with §31-25-107(3.5) of the Act.

3. RETENTION OF PROPERTY TAX INCREMENT REVENUES. In compliance with the requirements of HB 15-1348 and SB 18-248, and in consideration of the agreement of the City to the adoption of the Urban Renewal Plan, and inclusion of Agricultural Land in the Urban Renewal Area, the Parties have negotiated and agreed to the sharing of Property Tax Increment Revenues as set forth herein.

3.1. City Increment Revenues. The City and the Authority agree that the Authority may retain and expend in furtherance of the Urban Renewal Project one hundred percent (100%) of the Property Tax Increment Revenue and the Sales Tax Increment Revenue, commencing on the date of approval by the City of the Plan, and lasting for the Duration.

3.2. Mill Levy Allocation. If the City's eligible electors approve a new or increased mill levy for any lawful purpose ("Future Mill Levy"), any revenue derived from the Future Mill Levy shall not be considered part of the City Increment. Rather, upon approval by the eligible electors of the City of a Future Mill Levy, the City shall provide notification of the same to the Authority. From the date of such notice until the Duration has expired, the Authority shall annually deduct from the Property Tax Increment Revenue it receives any revenues attributable to the Future Mill Levy, as applicable, and shall remit such revenues to the City.

4. PLEDGE OF PROPERTY TAX INCREMENT REVENUES. The City recognizes and agrees that in reliance on this Agreement and in accordance with the provisions of §31-25-109(12) of the Act, the adoption and approval of the Plan includes an irrevocable pledge of all of the Property Tax Increment Revenues, including the City Increment, to pay the Authority's Bonds and other financial obligations in connection with the Urban Renewal Project. The Authority has elected to apply the provisions of §11-57-208, C.R.S., to this Agreement. The Property Tax Increment Revenues, when and as received by the Authority are and shall be subject to the lien of such pledge without any physical delivery, filing, or further act and are and shall be an obligation of the Parties pursuant to §31-25-107(9) of the Act. The Parties agree that the creation, perfection, enforcement and priority of the pledge of the Property Tax Increment Revenues as provided herein shall be governed by §11-57-208, C.R.S. The lien of such pledge on the Property Tax Increment Revenues shall have priority over any of all other obligations and liabilities of the Parties with respect to the Property Tax Increment Revenues.

5. NOTIFICATION OF PROPOSED MODIFICATIONS OF THE PLAN; AGREEMENT NOT PART OF PLAN. The Authority agrees to notify the City of any intended modification of the Plan as required by §31-25-107(7) of the Act, and the City may choose to approve or not approve such modification. This Agreement is not part of the Plan.

6. APPROPRIATION. The City's pledge of the Sales Taxes Increment Revenues under this Agreement are contingent upon all funds necessary being budgeted, appropriated and otherwise made available by the City Council of the City. The City Manager (or any other officer or employee at the time charged with the responsibility of formulating budget proposals) is hereby directed to include in the budget proposals submitted to the City Council of the City amounts sufficient to meet its obligations hereunder. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

7. LIMITATION OF AGREEMENT. This Agreement applies only to the City Sales Tax Increment Revenues as limited and defined herein and the City Property Tax Increment Revenue, as calculated, produced, collected and paid to the Authority from the Urban Renewal Area by the County Treasurer in accordance with §31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of the City or the Authority.

8. INCLUSION OF AGRICULTURAL LAND. The Urban Renewal Area contains Agricultural Land, and this Agreement constitutes agreement by the City to inclusion of the Agricultural Land in the Urban Renewal Area as required by §31-25-107(1)(c)(II)(D) of the Act.

The Act requires that Agricultural Land included within an urban renewal plan area to be valued at fair market value for purposes of establishing the base and calculating the increment. Accordingly, as demonstrated in the Impact Report, the Agricultural Land base value has been established at fair market rates.

9. MISCELLANEOUS.

9.1. Delays. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party.

9.2. Termination and Subsequent Legislation or Litigation. In the event of termination of the Plan, including its TIF financing component, the Authority may terminate this Agreement by delivering written notice to the City. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction after the effective date of this Agreement that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not impair any otherwise valid contracts in effect at such time.

9.3. Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

9.4. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

9.5. No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

9.6. No Waiver of Immunities. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of the Parties pursuant to the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as the same may be amended from time to time. No portion of this Agreement shall be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

9.7. Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

9.8. Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

9.9. Interpretation. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of “Bonds” in the Act, including payment of Eligible Costs or any other lawful financing obligation.

9.10. Incorporation of Recitals and Exhibits. The provisions of the Recitals and the Exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

9.11. No Assignment. No Party may assign any of its rights or obligations under this Agreement.

9.12. Section Captions. The captions of the sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

9.13. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

9.14. Governing Law. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

9.15. No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

9.16. Notices. Any notice required by this Agreement shall be in writing. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed facsimile transmission or electronic delivery with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than 5 business days thereafter. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery.

9.17. Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a

legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

9.18. Authority. The persons executing this Agreement on behalf of the Parties covenant and warrant that each is fully authorized to execute this Agreement on behalf of such Party.

[Signatures on following page]

IN WITNESS WHEREOF, the Authority and the City have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

CITY OF COMMERCE CITY, COLORADO

By: _____
Benjamin A. Huseman, Mayor

ATTEST:

By: _____
Dylan A. Gibson, City Clerk

URBAN RENEWAL AUTHORITY OF THE
CITY OF COMMERCE CITY

By: _____
Title: _____

ATTEST:

By: _____

Exhibit A

The Property

A PARCEL OF LAND BEING A PORTION OF THE NORTH ONE-HALF, OF THE SOUTHEAST ONE-QUARTER OF SECTION 18, THE SOUTHWEST ONE-QUARTER OF SECTION 17, AND THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, AND THE CITY AND COUNTY OF DENVER, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: ARE PER THE COMMERCE CITY CONTROL DIAGRAM HORIZONTAL AND VERTICAL CONTROL MONUMENTS, SHEET NOS. 1 - 7, DATED 8/4/1999. RECORDED AT ADAMS COUNTY SURVEY RECORDS BOOK 1, PAGE 3776. BEING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 18 TOWNSHIP 3 SOUTH RANGE 67 WEST BEING MONUMENTED ON THE WEST BY A 3 ¼" ALUMINUM CAP – LS # 27011 AND LS # 17488; BEARING SOUTH 89° 15' 42" WEST 2647.20 FEET.

COMMENCING AT THE NORTHWEST CORNER OF EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 18 ALSO BEING THE BOUNDARY LINE BETWEEN THE CITY AND COUNTY OF DENVER AND THE CITY OF COMMERCE CITY:

THENCE SOUTHERLY ALONG THE WEST LINE OF THE EAST HALF OF SOUTHEAST ONE-QUARTER OF SOUTH 00°12'59" EAST A DISTANCE OF 388.60 FEET; TO A POINT 75.00' SOUTHWEST FROM THE CENTERLINE OF THE COLORADO AND EASTERN RAILROAD; ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 00°12'59" EAST 960.46 FEET TO A POINT ON THE EAST LINE OF FOREST STREET ALSO BEING A POINT ON THE BOUNDARY BETWEEN THE CITY OF COMMERCE CITY AND THE CITY AND COUNTY OF DENVER AND THE NORTHEAST CORNER OF BURLINGTON INDUSTRIAL PARK CITY AND COUNTY OF DENVER CLERK AND RECORDERS OFFICE BOOK 27 PAGE 94;

THENCE SOUTH 89°47'27" WEST 30.00 FEET TO THE EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF FOREST STREET OF SAID PLAT:

THENCE SOUTH 00°12'59" EAST 593.24 FEET ALONG SAID LINE THAT IS PARALLEL WITH 30.00 FEET WEST OF THE EAST RIGHT-OF-WAY LINE TO A POINT ON SAID RIGHT-OF-WAY;

THENCE NORTH 89°47'27" EAST 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF FOREST STREET OF SAID PLAT AND A POINT ON THE CITY LIMITS OF COMMERCE CITY;

THENCE CONTINUING NORTH 89°47'27" EAST 30.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF FOREST STREET ALSO BEING THE NORTHWEST CORNER OF LOT 1, CHEVRON U.S.A. 3 SUBDIVISION ADAMS COUNTY CLERK AND RECORDERS OFFICE RECEPTION NO 2019000068881;

THENCE CONTINUING ALONG THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING COURSES AND DISTANCES:

THENCE NORTH 89°47'27" EAST 99.37 FEET;

THENCE SOUTH 17°37'15" EAST 177.03 FEET;

THENCE SOUTH 34°00'09" EAST 120.04 FEET;

THENCE SOUTH 61°17'03" EAST 280.38 FEET;

THENCE NORTH 84°27'03" EAST 134.77 FEET;

TO THE NORTHWEST CORNER OF LOT 3 CHEVRON U.S.A. SUBDIVISION 2ND FILING ADAMS COUNTY CLERK AND RECORDERS OFFICE RECEPTION NO B1260334;

THENCE ALONG THE BOUNDARY SAID SUBDIVISION NORTH 84°27'03"EAST 335.43 FEET;

THENCE SOUTH 63°04'51" EAST 81.44 FEET;

THENCE SOUTH 00°39'45" EAST 96.54 FEET;

THENCE DEPARTING THE EAST LINE OF SAID SUBDIVISION ALONG THE NORTH LINE OF A PARCEL OF LAND RECEPTION NO. 20200000002464, ALSO KNOWN AS 5505 EAST 48TH AVENUE NORTH 89° 15' 42" EAST 300.00 FEET TO THE NORTHWEST CORNER OF A PARCEL INSTRUMENT NO 2015000048551 ALSO KNOWN AS 5607 E 48TH AVENUE;

THENCE NORTH 89°28'47" EAST 300.00 FEET ALONG THE NORTH LINE OF SAID PARCEL;

THENCE ALONG THE EAST LINE OF SAID PARCEL SOUTH 00°31'13" EAST 200.00 FEET TO THE SOUTH LINE OF SOUTH WEST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 67 WEST ALSO BEING A POINT ON THE CITY LIMIT LINE BETWEEN THE CITY AND COUNTY OF DENVER AND THE CITY OF COMMERCE CITY;

THENCE SOUTH 00°31'34" EAST 40.00 FEET TO THE SOUTH LINE OF EAST 48TH AVENUE PER CITY AND COUNTY OF DENVER BOOK 8952 PAGE 184-185;

THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF EAST 48TH AVENUE NORTH 89°28'27" EAST 1374.84 FEET TO A POINT;

THENCE NORTH 00°31'33" WEST 40.00 FEET TO THE BOUNDARY BETWEEN THE CITY OF COMMERCE CITY AND THE CITY AND COUNTY OF DENVER;

THENCE NORTH 00°31'33" WEST 30.00 FEET TO THE INTERSECTION OF THE UNION PACIFIC RAILROAD COMPANY PROPERTY DESCRIBED IN RECEPTION NUMBER 2004000919990 SAID POINT BEING 75.00 FEET SOUTHWEST OF FROM THE CENTERLINE OF THE COLORADO AND EASTERN RAILROAD;

THENCE ALONG SAID SOUTHWEST PROPERTY LINE NORTH 53°59'15" WEST 1239.71 FEET TO THE EAST RIGHT OF WAY EASEMENT LINE OF HOLLY STREET PER ADAMS COUNTY CLERK AND RECORDERS RECEPTION NUMBER 791201, BOOK 1308 PAGE 392;

THENCE NORTH 00°15'33" WEST 186.42 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD PROPERTY PER ADAMS COUNTY CLERK AND RECORDERS RECEPTION NUMBER 2004000919990; ALSO BEING THE SOUTHWEST CORNER OF LOT 42, BLOCK 1, STAPLETON FIELD INDUSTRIAL PARK RECEPTION NUMBER 636695 FILE 11 MAP 20;

THENCE NORTH 00°15'33" WEST 316.28 FEET ALONG THE EAST RIGHT OF WAY LINE OF IVY STREET BEING 30.00 FEET EAST OF THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER TO A POINT;

THENCE CONTINUING ALONG THE EXTENDED EAST RIGHT-OF WAY-LINE OF IVY STREET NORTH 00°15'33" WEST 54.96 FEET THE NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER TO A POINT;

THENCE NORTH 89°34'32" EAST 8.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF IVY STREET EXTENDED FROM THE NORTH;

THENCE NORTH 00°15'33" WEST 49.88 TO A POINT 38.00 FEET EAST OF THE EAST LINE OF WEST ONE HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 17 PER RIGHT-OF-WAY DEED BOOK 2440 PAGE 647;

THENCE NORTH 00°15'33" WEST 81.79 FEET TO A POINT ON THE SOUTH LINE OF LOT 1, BLOCK 1, DENADO SUBDIVISION FILING NO 3 RECEPTION NUMBER 1987020786773 FILE 16 MAP 687;

THENCE SOUTH 89°34'33" WEST 3.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT TO THE EAST RIGHT-OF-WAY LINE OF IVY STREET SAID POINT BEING 35.00 FEET EAST OF THE EAST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17;

THENCE NORTH 00°15'33" WEST 1121.92 FEET ALONG SAID EAST LINE EAST LINE OF SAID LOT;

THENCE ALONG THE WEST LINE OF IVY STREET RIGHT-OF-WAY EXTENDED TO THE EAST WEST CENTERLINE OF SECTION 17 TOWNSHIP 3 SOUTH RANGE 67 WEST N 00°15'33" WEST 69.82 FEET;

THENCE CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF IVY ST EXTENDED TO THE NORTH RIGHT-OF-WAY LINE OF EAST 52ND AVENUE AND THE SOUTH LINE OF IVY PARK SUBDIVISION FILING NO. 2 RECEPTION NUMBER 2003031213049, FILE 18 MAP 954, NORTH 00°15'33" WEST 30.00 FEET;

THENCE ALONG THE NORTH LINE OF EAST 52ND AVENUE SOUTH 89°25'00" WEST 45.32 FEET;

THENCE NORTH 00°15'33" WEST 5.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF E 52ND AVENUE PER IVY PARK SUBDIVISION RECEPTION NUMBER B558191 FILE 16 MAP 226 ;

THENCE ALONG THE NORTH LINE OF EAST 52ND AVENUE SOUTH 89°25'00" WEST 23.95 FEET;

THENCE ALONG THE WEST LINE OF IVY STREET EXTENDED SOUTH 00°15'33" EAST 35.00 FEET TO THE NORTH LINE OF THE WEST ONE HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH RANGE 67 WEST;

THENCE CONTINUING ALONG THE EXTENDED WEST RIGHT-OF-WAY LINE OF IVY STREET SOUTH 00°15'33" EAST 200.17 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF IVY ST PER DEED RECEPTION NUMBER 2006000080270;

THENCE SOUTH 00°15'33" EAST 1122.23 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 17;

THENCE CONTINUING SOUTH 00°15'33" EAST 323.08 FEET ALONG THE WEST RIGHT-OF-WAY LINE IVY STREET AND PER DEED BOOK 2026 PAGE 268 RECEPTION NUMBER SAID POINT BEING ON THE UNION PACIFIC RAILROAD PROPERTY BEING 75.00 FEET NORTHEAST OF THE CENTERLINE OF THE COLORADO AND EASTERN RAILROAD;

THENCE SOUTH 00°15'33" EAST 186.42' TO THE SOUTHWEST LINE OF THE UNION PACIFIC RAILROAD PROPERTY;

THENCE ALONG THE NORTHEAST LINE OF THE UNION PACIFIC RAILROAD PROPERTY SOUTH 53°59'15" EAST 6.20 FEET

THENCE ALONG THE SOUTHWEST LINE OF THE UNION PACIFIC RAILROAD PROPERTY NORTH 53°59'15" WEST 2413.32 FEET TO THE POINT OF BEGINNING;

Exhibit A-3

CONTAINING 3,104,786.28 SQUARE FEET OR 71.276 ACRES MORE OR LESS.

EXCLUDING A 60.00 FOOT CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD ROW EASEMENT,
ADAMS COUNTY CLERK AND RECORDERS OFFICE BOOK 1308 PAGE 394 CONTAINING 12,635.34
SQUARE FEET OR 0.290 MORE OR LESS.

CONTAINING 3,092,150.94 SQUARE FEET OR 70.986 ACRES MORE OR LESS.

Legal Description written on behalf of the City of Commerce City of Commerce City, Public
Works Department, Engineering Division.

By Rose Clawson
Sr. Engineering Technician
8602 Rosemary St
Commerce City, CO 80022