

## INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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 60<sup>th</sup> 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 1344, GL Acct 454000020, 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 <sup>th</sup> 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 "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.

<p><b>THE LOCAL AGENCY</b> <b>City of Commerce City</b></p> <p>By: _____</p> <p>Title: _____</p> <p>_____</p> <p>*Signature</p> <p>Date: _____</p>	<p><b>STATE OF COLORADO</b> <b>John W. Hickenlooper. GOVERNOR</b> <b>Colorado Department of Transportation</b> <b>Donald E. Hunt, Executive Director</b></p> <p>_____</p> <p><b>By: Joshua Laipply, Chief Engineer</b></p> <p><b>Date: _____</b></p>
	<p><b>LEGAL REVIEW</b> <b>Cynthia H. Coffman, Attorney General</b></p> <p>By: _____</p> <p>Signature - Assistant Attorney General</p> <p>Date: _____</p>

**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.

<p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____</p> <p>Colorado Department of Transportation</p> <p>Date: _____</p>
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Exhibit A

## **Exhibit A**

# **Roadway Plan**

# SH 2 Devolution Limits

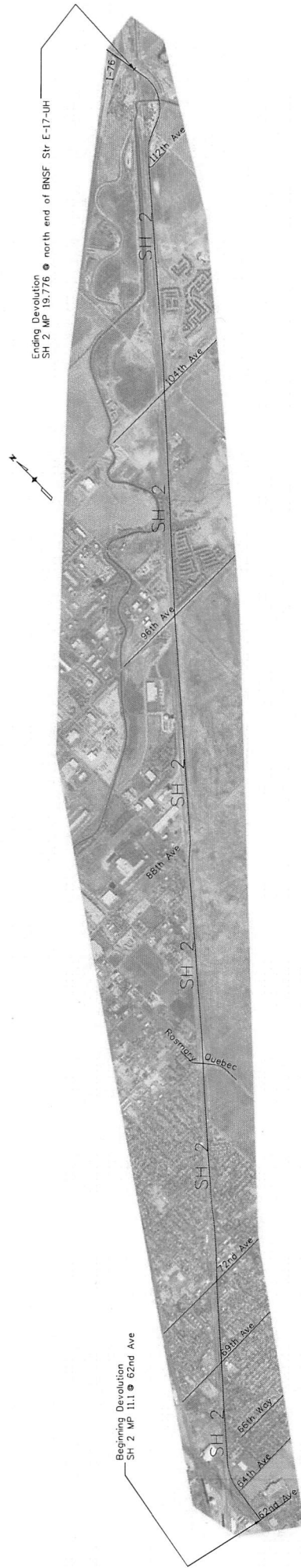
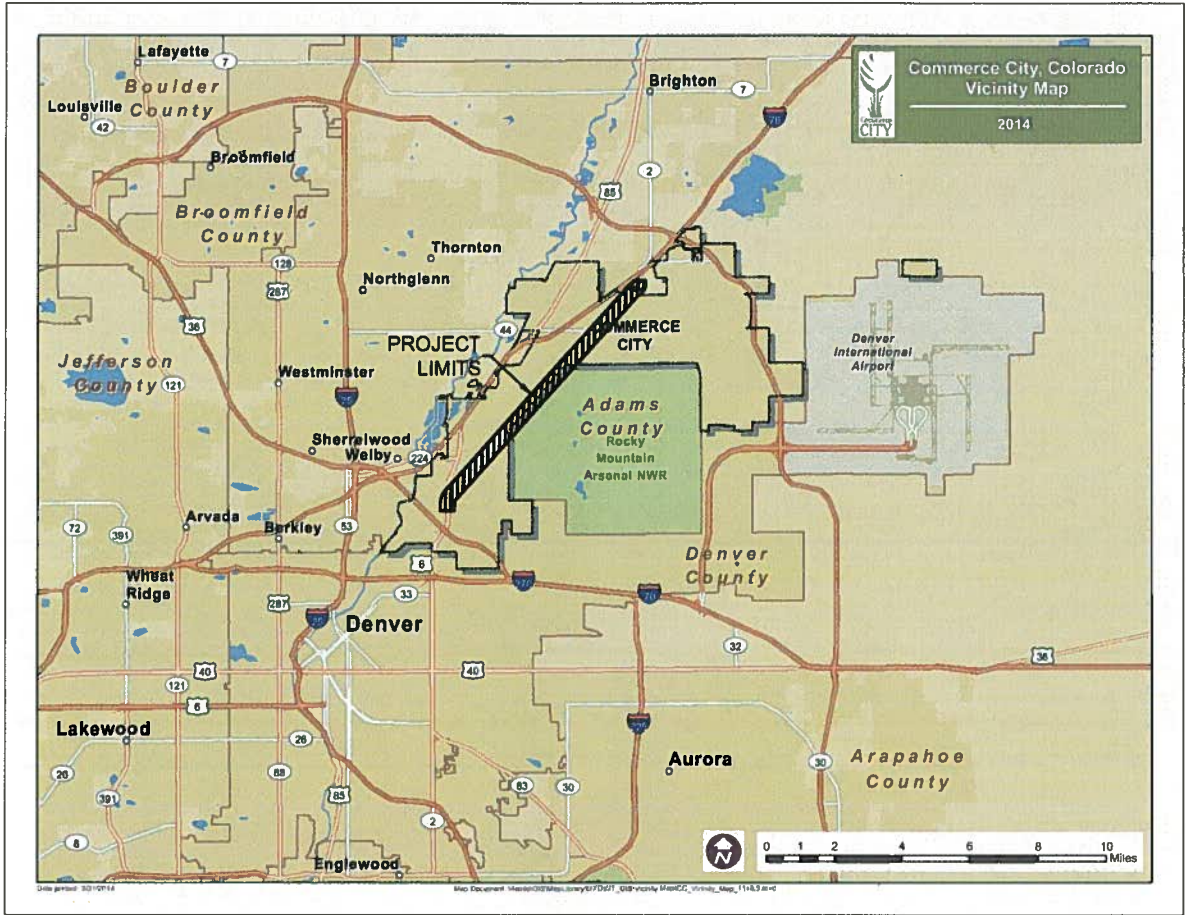


Exhibit B  
**Exhibit B**

**Legal Description(s)**

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

- LEGEND**
- HIGHWAY BOUNDARY
  - - - - - ROAD RIGHT OF WAY
  - - - - - RAILROAD RIGHT OF WAY
  - SUBDIVISION LINE
  - LOT/PARCEL LINE
  - FOUND PROPERTY CORNER
  - ⊕ USGS MARKER
  - CONCRETE RIGHT OF WAY MARKER
  - SET #5x18" REBAR WITH BLUE PLASTIC CAP PLS 38162 OR MAG NAIL WITH 1-1/4" BRASS TAG PLS 38162
  - (\*\*\* NO DEED INFORMATION AVAILABLE FROM ADAMS COUNTY MAPPING SERVICE



INDEX OF SHEETS	
1	COVER
2	BOUNDARY DESCRIPTION
3 TO 4	SECTION DIAGRAM
5 TO 12	PLAN VIEW
13	MONUMENT TABULATION

**NOTES:**

- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY HARRIS KOCHER SMITH TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. NO TITLE REPORT WAS SUPPLIED FOR THE PREPARATION OF THIS SURVEY. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, HARRIS KOCHER SMITH RELIED SOLELY UPON CORPORATE MAPS PROVIDED BY BNSF RAILWAY, RIGHT OF WAY PLANS PROVIDED BY CDOT, AND INFORMATION AVAILABLE FROM ADAMS COUNTY WEB MAPPING SERVICE.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, 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 STANDARD NGS MARKER IN LOGO CAP IS SOUTH 9°40'28" WEST.
- THE LINEAR UNITS FOR THIS SURVEY ARE U.S. SURVEY FEET.
- THE COORDINATES USED IN THIS SURVEY ARE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983 (2011) MODIFIED TO GROUND (PROJECT) COORDINATES WITH SCALE FACTOR 0.999735358.
- THE RIGHT OF WAY FOR COLORADO STATE HIGHWAY NO. 2 WAS DETERMINED BY BEST FIT SOLUTION RELYING UPON FOUND MONUMENTATION LOCATED BY FIELD SURVEY AS SHOWN HEREON, RIGHT OF WAY PLANS FOR FEDERAL AID PROJECT E-285-B REVISED, RIGHT OF WAY PLANS FOR FEDERAL AID PROJECT M(CX)076-1(160), BNSF RIGHT OF WAY MAPS, COMMERCE CITY CONTROL DIAGRAM 2009, ADJOINING SUBDIVISION PLATS, LAND SURVEY PLATS DEPOSITED WITH ADAMS COUNTY PLANNING AND DEVELOPMENT DEPARTMENT, AND ADJOINING DEEDS, WHEN AVAILABLE.
- AERIAL PHOTOGRAPHY SHOWN HEREON IS FOR INFORMATIONAL PURPOSES ONLY. POSITIONING OF THE IMAGERY IS CONSIDERED GENERALLY RELIABLE BUT IS NOT CONSIDERED TO BE PLACED WITH SURVEY ACCURACY.

**NGS CONTROL TABLE**

CNTL PNT	GRID NORTH	GRID EAST	GROUND NORTH	GROUND EAST
A457	1215024.81	3189976.66	1215346.44	3190821.09
CHAMBERS	1171446.44	3191984.31	1171756.54	3192829.27
HENDERSON RESET	1195476.15	3190125.76	1195792.61	3190970.23
J260	1205861.13	3176797.11	1206180.34	3177638.05
L260	1220196.83	3184008.54	1220519.83	3184851.39
P402	1177124.37	3183515.64	1177435.97	3184358.36
RIVERDALE	1201489.36	3160866.55	1201807.41	3161703.27
RODRIGUEZ	1185354.15	3168391.22	1185667.93	3169229.93
ROTELLA	1184797.12	3149911.30	1185110.75	3150745.12

**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 DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE AND ACCURATE.

AARON MURPHY, PLS 38162  
FOR AND ON BEHALF OF  
HARRIS KOCHER SMITH

**DRAFT**



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

CHECKED BY: AWM  
DRAWN BY: AMJS



STATE HIGHWAY NO. 2 DEVOLUTION  
BOUNDARY SURVEY  
COVER

ISSUE DATE: 1-28-15		PROJECT #: 141202
DATE	REVISION COMMENTS	

SHEET NO.

1

1 OF 13

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

BOUNDARY DESCRIPTION

A PARCEL OF LAND BEING THAT PORTION OF COLORADO STATE HIGHWAY NO. 2 LYING BETWEEN EAST 64TH AVENUE AND THE BNSF RAILWAY RIGHT OF WAY LOCATED AT APPROXIMATELY STATION 880 AS SHOWN ON BN LEASING CORPORATION RIGHT OF WAY AND TRACK MAP NO. R70415, SITUATED IN SECTIONS 5 AND 6, 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 NORTH 70°56'24" EAST, A DISTANCE OF 338.53 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, COMMERCE CITY CONDOMART AND THE POINT OF BEGINNING;

THENCE NORTH 48°32'29" WEST, A DISTANCE OF 115.21 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 02°40'07", AN ARC LENGTH OF 90.35 FEET AND A CHORD WHICH BEARS NORTH 13°52'33" EAST A CHORD LENGTH OF 90.35 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°13'49", AN ARC LENGTH OF 481.83 FEET AND A CHORD WHICH BEARS NORTH 23°01'04" EAST A CHORD LENGTH 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°54'22", AN ARC LENGTH OF 249.60 FEET AND A CHORD WHICH BEARS NORTH 32°25'08" EAST A CHORD LENGTH OF 249.52 FEET;  
THENCE NORTH 37°59'10" EAST, A DISTANCE OF 96.62 FEET;  
THENCE NORTH 40°41'46" EAST, A DISTANCE OF 158.84 FEET;  
THENCE NORTH 38°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°25'05" EAST, A DISTANCE OF 4,296.08 FEET;  
2) NORTH 41°38'29" EAST, A DISTANCE OF 340.25 FEET;  
3) NORTH 40°26'50" EAST, A DISTANCE OF 189.83 FEET;  
4) NORTH 40°26'41" EAST, A DISTANCE OF 61.03 FEET;  
5) NORTH 46°24'49" EAST, A DISTANCE OF 111.04 FEET;  
6) NORTH 46°19'22" EAST, A DISTANCE OF 118.06 FEET;  
7) NORTH 45°48'29" EAST, A DISTANCE OF 27.60 FEET;  
8) NORTH 43°40'55" EAST, A DISTANCE OF 255.38 FEET;  
9) NORTH 41°32'09" EAST, A DISTANCE OF 537.77 FEET;  
10) NORTH 44°56'09" EAST, A DISTANCE OF 99.91 FEET;  
11) NORTH 41°32'09" EAST, A DISTANCE OF 64.41 FEET;  
12) NORTH 44°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°48'25", AN ARC LENGTH OF 128.36 FEET AND A CHORD WHICH BEARS NORTH 42°47'56" EAST A CHORD LENGTH OF 128.34 FEET;  
14) NORTH 41°23'44" EAST, A DISTANCE OF 770.97 FEET TO A POINT OF CURVE;  
15) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 2,800.00 FEET, A CENTRAL ANGLE OF 05°10'14", AN ARC LENGTH OF 252.67 FEET AND A CHORD WHICH BEARS NORTH 38°48'37" EAST A CHORD LENGTH OF 252.59 FEET;  
16) NORTH 36°13'30" EAST, A DISTANCE OF 262.94 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°59'41", AN ARC LENGTH OF 258.69 FEET AND A CHORD WHICH BEARS NORTH 38°42'15" EAST A CHORD LENGTH OF 258.60 FEET;  
18) NORTH 41°13'41" EAST, A DISTANCE OF 111.10 FEET;  
19) NORTH 41°18'49" EAST, A DISTANCE OF 944.95 FEET;  
20) NORTH 41°22'46" EAST, A DISTANCE OF 1,514.42 FEET;  
21) NORTH 41°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°13'00", AN ARC LENGTH OF 214.53 FEET AND A CHORD WHICH BEARS NORTH 43°30'06" EAST A CHORD LENGTH OF 214.48 FEET;  
23) NORTH 45°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°13'00", AN ARC LENGTH OF 207.17 FEET AND A CHORD WHICH BEARS NORTH 43°30'06" EAST A CHORD LENGTH OF 207.12 FEET;  
25) NORTH 41°23'22" EAST, A DISTANCE OF 3,505.94 FEET;  
26) SOUTH 89°44'34" WEST, A DISTANCE OF 66.86 FEET;  
27) NORTH 41°22'26" EAST, A DISTANCE OF 3,532.89 FEET;  
28) NORTH 89°32'14" EAST, A DISTANCE OF 3.55 FEET;  
29) NORTH 41°24'03" EAST, A DISTANCE OF 2,732.63 FEET;  
30) NORTH 44°33'03" EAST, A DISTANCE OF 400.51 FEET;  
31) NORTH 45°44'03" EAST, A DISTANCE OF 298.47 FEET;  
32) NORTH 42°47'58" EAST, A DISTANCE OF 257.41 FEET;  
33) NORTH 41°25'55" EAST, A DISTANCE OF 2,726.85 FEET;  
34) NORTH 41°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°40'24", AN ARC LENGTH OF 258.22 FEET AND A CHORD WHICH BEARS NORTH 44°03'10" EAST A CHORD LENGTH OF 258.14 FEET;  
36) NORTH 46°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°10'53", AN ARC LENGTH OF 201.78 FEET AND A CHORD WHICH BEARS NORTH 44°17'56" EAST A CHORD LENGTH OF 201.74 FEET;  
38) NORTH 41°28'47" EAST, A DISTANCE OF 139.91 FEET;  
39) NORTH 41°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°52'00", AN ARC LENGTH OF 241.75 FEET AND A CHORD WHICH BEARS NORTH 38°57'40" EAST A CHORD LENGTH 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 LENGTH 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. 0700088713 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 LENGTH 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 LENGTH 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 35°10'27", AN ARC LENGTH OF 642.15 FEET AND A CHORD WHICH BEARS NORTH 08°27'43" EAST A CHORD LENGTH OF 632.11 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID BNSF RAILWAY RIGHT OF WAY;  
THENCE NORTH 41°24'11" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 536.79 FEET TO THE WEST CORNER OF FIORE INDUSTRIAL SUBDIVISION REPLAT;  
THENCE ALONG THE WESTERLY LINE OF SAID SUBDIVISION THE FOLLOWING THREE (3) COURSES:  
1) SOUTH 09°17'08" EAST, A DISTANCE OF 225.00 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 LENGTH 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;

BOUNDARY DESCRIPTION (CONT.)

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 LENGTH 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 LENGTH 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 LENGTH 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 LENGTH 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 LENGTH 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 LENGTH 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 LENGTH 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°13'00", AN ARC LENGTH OF 221.89 FEET AND A CHORD WHICH BEARS SOUTH 43°30'06" WEST A CHORD LENGTH OF 221.84 FEET;  
7) SOUTH 45°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°13'00", AN ARC LENGTH OF 199.81 FEET AND A CHORD WHICH BEARS SOUTH 43°30'06" WEST A CHORD LENGTH OF 199.76 FEET;  
9) SOUTH 41°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°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°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°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°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°59'41", AN ARC LENGTH OF 250.00 FEET AND A CHORD WHICH BEARS SOUTH 38°42'13" WEST A CHORD LENGTH OF 249.92 FEET;  
3) SOUTH 36°13'30" WEST, A DISTANCE OF 297.76 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAGNOLIA STREET;  
THENCE SOUTH 37°04'27" WEST, A DISTANCE OF 114.96 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MAGNOLIA STREET AND THE NORTH CORNER OF BREWER'S RESUBDIVISION OF BLOCK 50, DERBY;  
THENCE SOUTH 41°23'44" WEST ALONG THE NORTHWEST LINE OF SAID SUBDIVISION AND ALONG THE NORTHWEST LINE OF BLOCK 51, DERBY AND MARTINEZ SUBDIVISION, A DISTANCE OF 1,007.64 FEET TO THE EAST RIGHT OF WAY LINE OF LOCUST STREET;  
THENCE SOUTH 45°53'06" 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 238.49 FEET AND A CHORD WHICH BEARS SOUTH 32°23'22" WEST A CHORD LENGTH OF 238.42 FEET TO THE NORTHWEST CORNER OF IMPACTO DE FE SUBDIVISION AND TO THE POINT OF CURVE OF A NON-TANGENT CURVE;

BOUNDARY DESCRIPTION (CONT.)

THENCE ALONG THE NORTHWEST AND WESTERLY LINES OF SIAD SUBDIVISION THE FOLLOING 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 LENGTH 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 LENGTH OF 140.77 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 6,504,175 SQUARE FEET OR 149.32 ACRES, MORE OR LESS.

FILEPATH: P:\141202\SURVEY\NAL SHEETS\DWG LAYOUT DESC  
PLOT 10, 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 238.49 FEET AND A CHORD WHICH BEARS SOUTH 32°23'22" WEST A CHORD LENGTH OF 238.42 FEET TO THE NORTHWEST CORNER OF IMPACTO DE FE  
SUBDIVISION AND TO THE POINT OF CURVE OF A NON-TANGENT CURVE;



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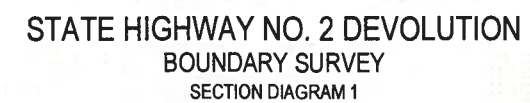
STATE HIGHWAY NO. 2 DEVOLUTION  
BOUNDARY SURVEY  
BOUNDARY DESCRIPTION

ISSUE DATE: 1-28-15		PROJECT # 141202
DATE	REVISION COMMENTS	

SHEET NO.

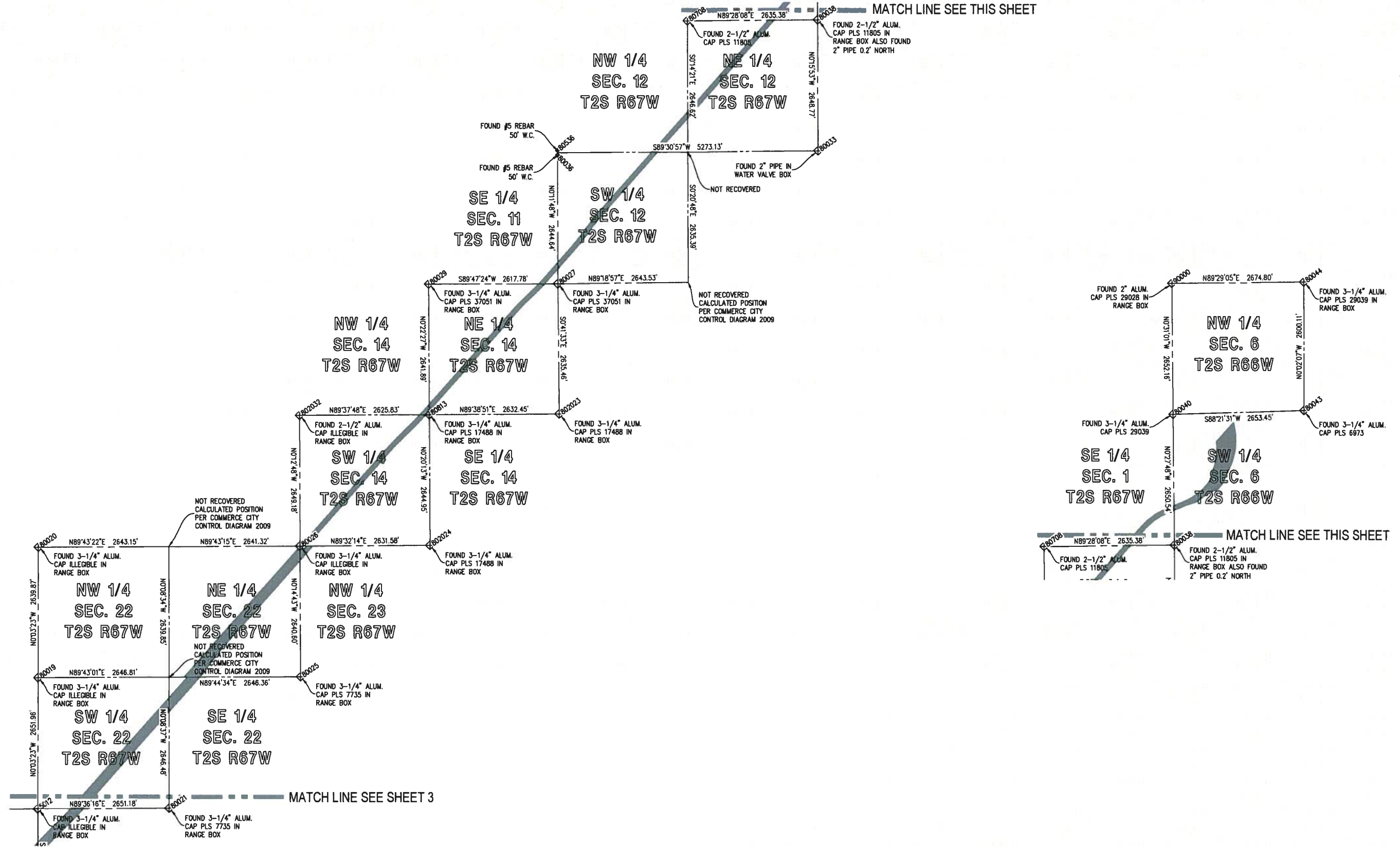
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2 OF 13

SHEET NO.

3

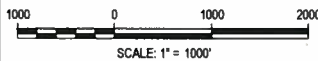
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STATE HIGHWAY NO. 2 DEVOLUTION  
BOUNDARY SURVEY  
SECTION DIAGRAM 2

ISSUE DATE: 1-28-15		PROJECT #: 141202	
DATE	REVISION	COMMENTS	

SHEET NO.

4

4 OF 13

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REVISION: P1412202 SURVEY FINAL SHEETS, DWG LAYOUT PLAN 1  
PLOTTED: T1410214 5:08 PM BY: JARON MURPHY



**811** Know what's below.  
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UTILITIES.

100 0 100 200  
SCALE: 1" = 100'

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DRAWN BY: AMJS

**HKS** HARRIS  
KOCHER  
SMITH

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**CommerCITY**

STATE HIGHWAY NO. 2 DEVOLUTION  
BOUNDARY SURVEY  
PLAN VIEW 1

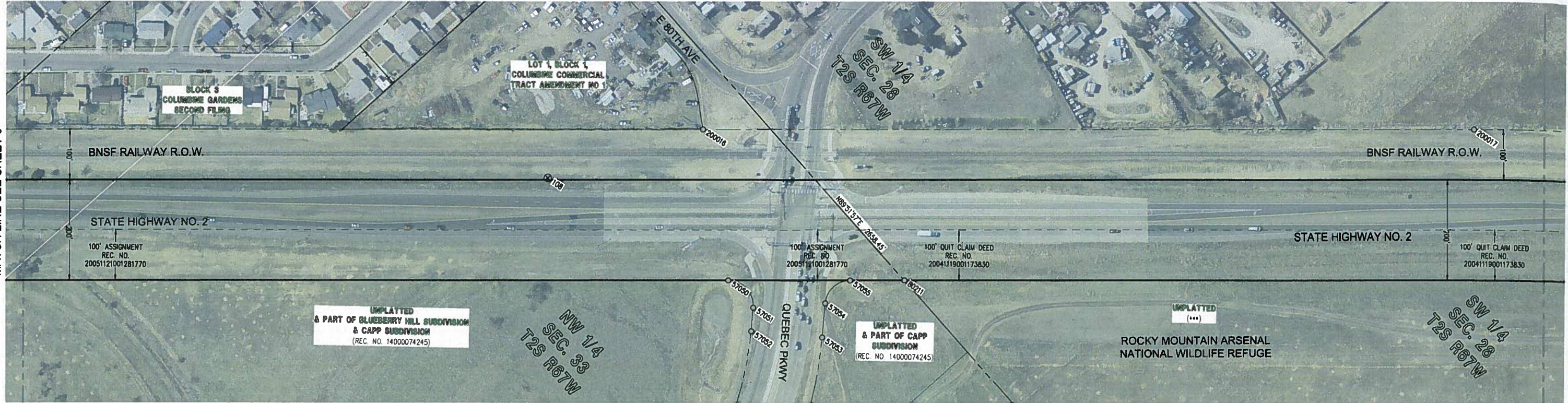
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ISSUE DATE: 1-28-15	PROJECT #: 141202

SHEET NO.  
**5**  
5 OF 13



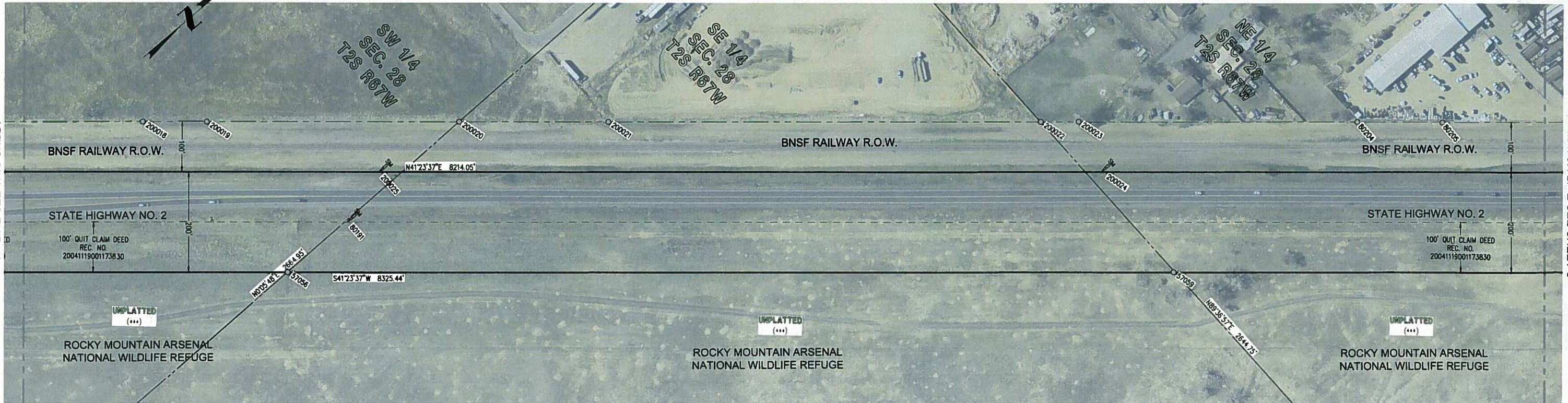
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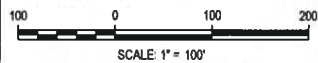


MATCH LINE SEE SHEET 8

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### STATE HIGHWAY NO. 2 DEVOLUTION BOUNDARY SURVEY PLAN VIEW 3

ISSUE DATE: 1-28-15		PROJECT #: 141202
DATE	REVISION COMMENTS	

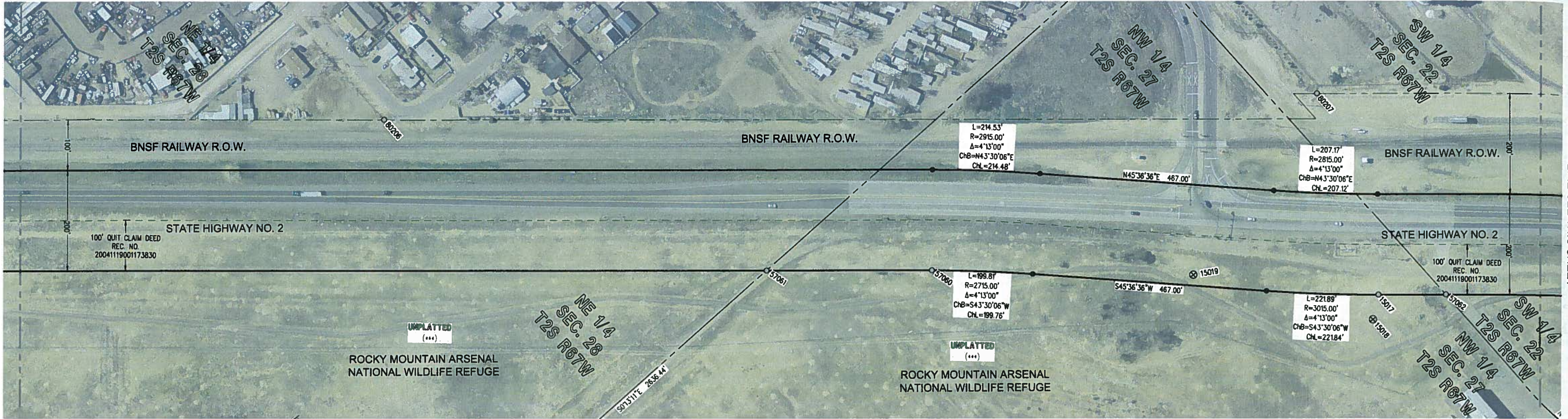
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7

7 OF 13

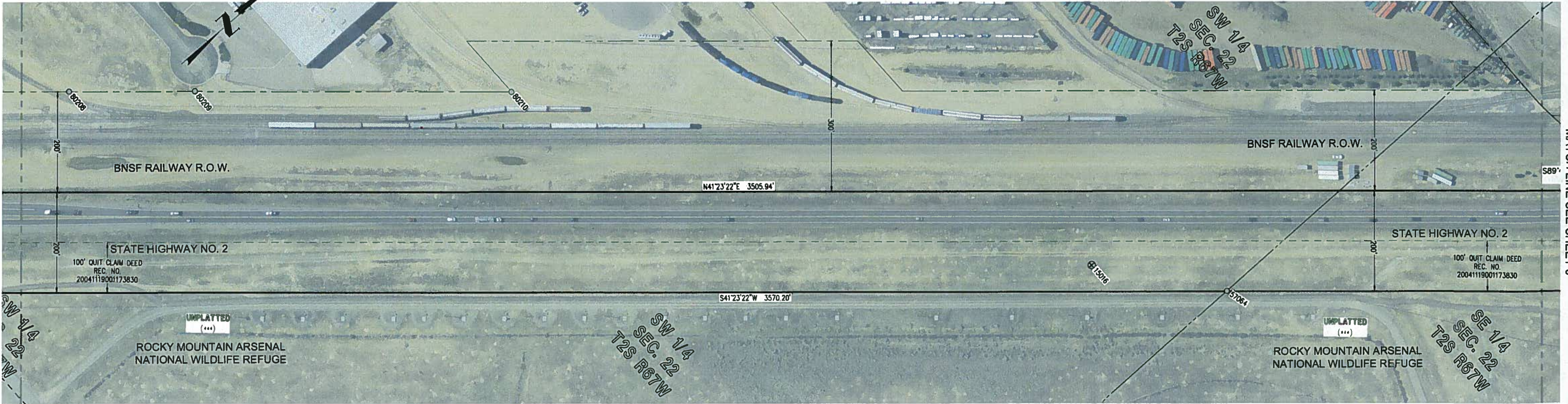
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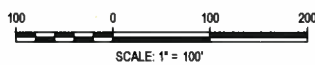


MATCH LINE SEE SHEET 9

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STATE HIGHWAY NO. 2 DEVOLUTION  
BOUNDARY SURVEY  
PLAN VIEW 4

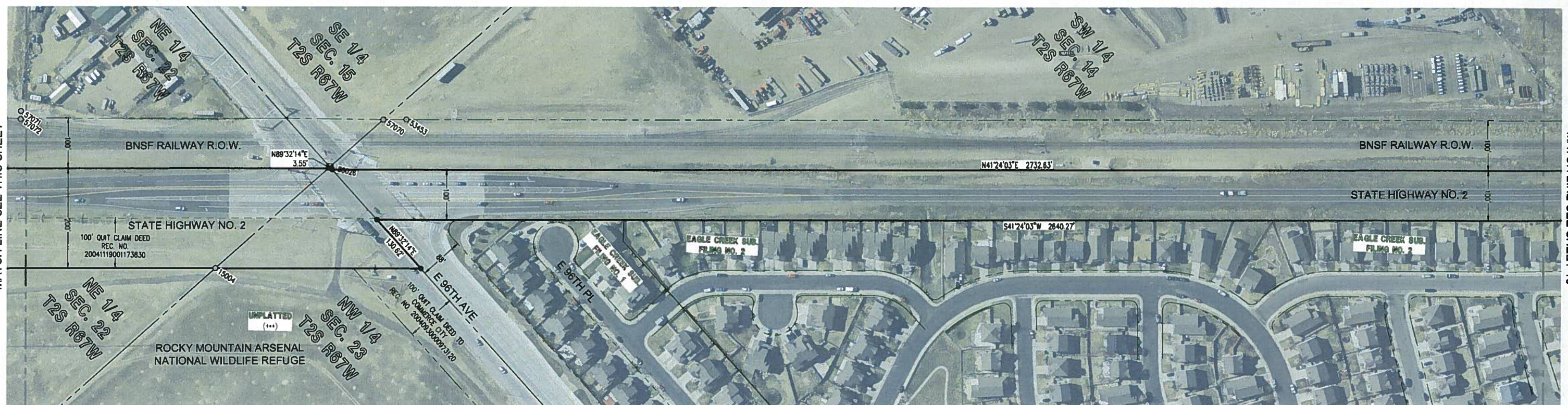
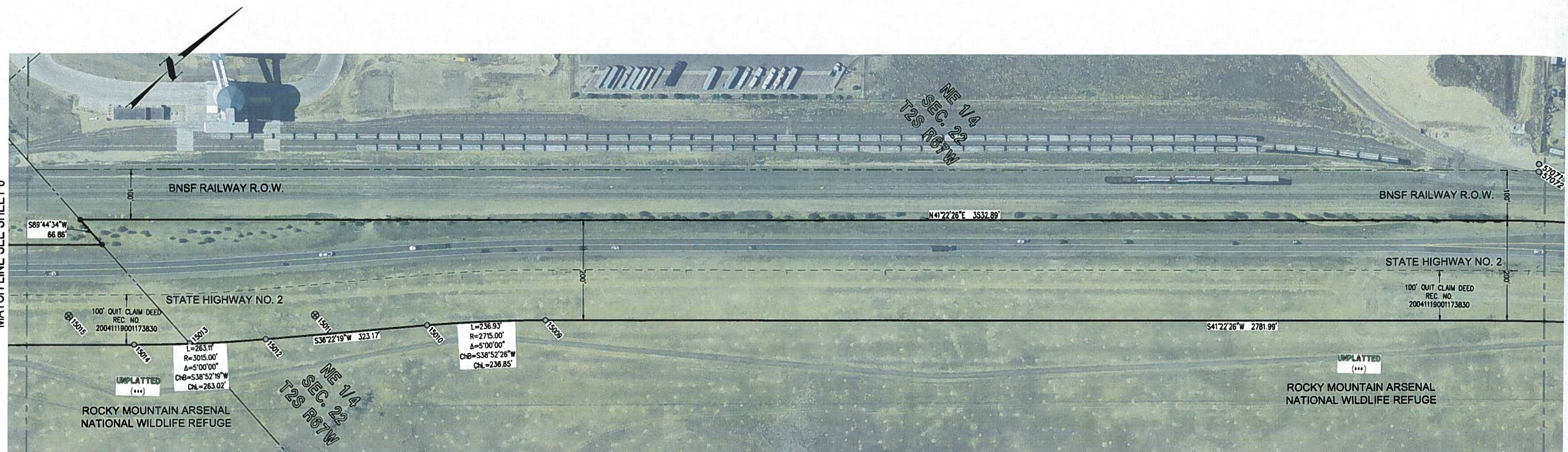
ISSUE DATE: 1-28-15		PROJECT #: 141202	
DATE	REVISION	COMMENTS	

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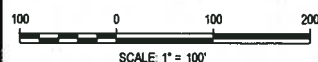
8 OF 13

FILEPATH: P:\141202\SURVEY\FINAL SHEETS.DWG LAYOUT PLAN 5  
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STATE HIGHWAY NO. 2 DEVOLUTION  
BOUNDARY SURVEY  
PLAN VIEW 5

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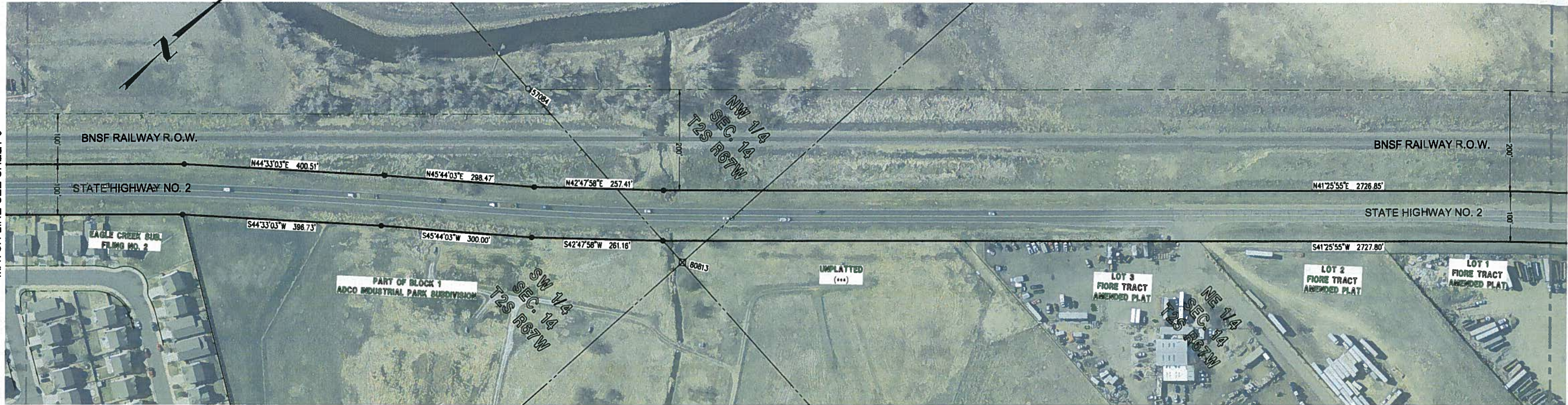
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9

9 OF 13

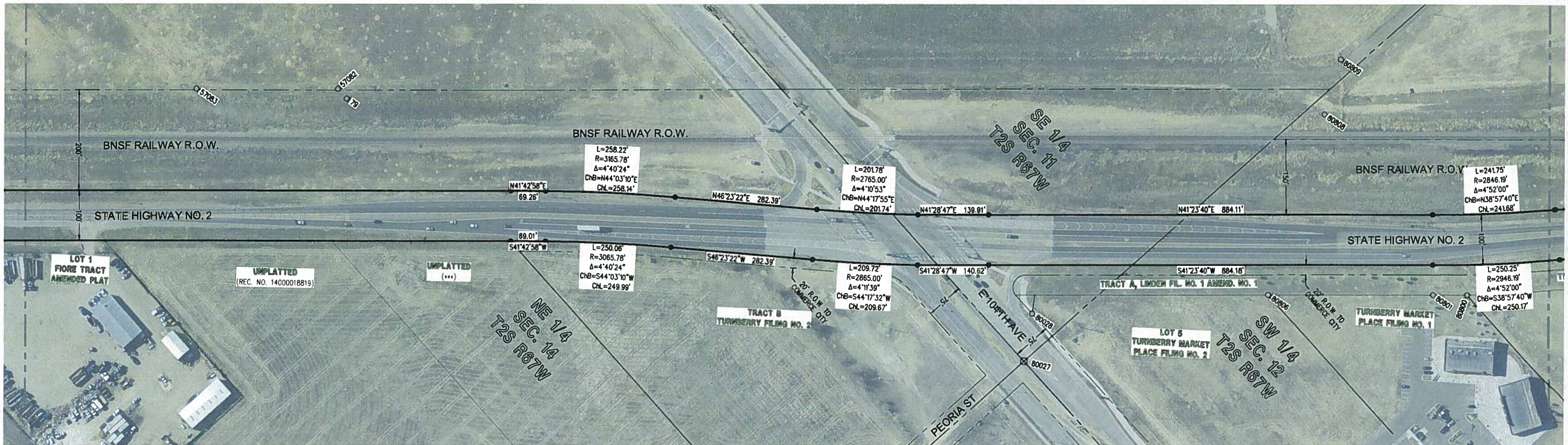
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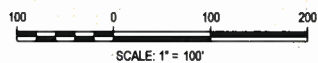


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# STATE HIGHWAY NO. 2 DEVOLUTION BOUNDARY SURVEY PLAN VIEW 6

ISSUE DATE: 1-28-15 PROJECT #: 141202

DATE	REVISION COMMENTS

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10

10 OF 13

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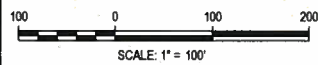


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STATE HIGHWAY NO. 2 DEVOLUTION  
BOUNDARY SURVEY  
PLAN VIEW 7

ISSUE DATE: 1-28-15		PROJECT #: 141202	
DATE	REVISION	COMMENTS	

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11 OF 13

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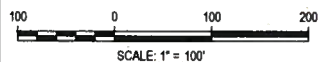
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### STATE HIGHWAY NO. 2 DEVOLUTION BOUNDARY SURVEY PLAN VIEW 8

ISSUE DATE: 1-28-15		PROJECT # 141202
DATE	REVISION COMMENTS	

SHEET NO.

12

12 OF 13

80218	1208224.98	318969.47	5122.53	FND 0.5RBR NOCAP
80219	1208164.34	3189679.21	5126.89	FND 3.5ALCAP PLS 25961
80222	1208988.24	3190578.55	5106.91	3.25IN AC 1506IN RB
80223	1209635.21	3190663.52	5107.28	3.25IN AC 17488IN RB
80224	1208429.20	3190147.88	5112.60	FND 3.5ALCAP ILL
80225	1208224.98	318969.47	5122.53	FND 0.5RBR NOCAP
80226	1208164.34	3189679.21	5126.89	FND 3.5ALCAP PLS 25961
80231	1208482.39	3190304.14	5109.28	FND 3.5ALCAP ILL
80310	1205546.28	3168267.77	5124.86	CL CONC ROW MON 0.35
80400	1175511.35	3161091.73	5153.79	2.5IN BC 22560 IN CONC BARRIER
80401	1175509.20	3160929.42	5153.03	FND YPC PLS 27609
80402	1175524.60	3160898.70	5153.15	FND YPC PLS 27609
80403	1175584.19	3160831.58	5153.52	FND YPC PLS 27609
80404	1175721.32	3160863.20	5153.22	FND YPC PLS 27609
80405	1175909.08	3160928.00	5152.11	FND MAGNAIL IN ASPH
80406	1175791.35	3160894.66	5152.00	FND MAGNAIL IN ASPH
80407	1176039.91	3160984.95	5150.82	FND 0.5RBR NOCAP DIST
80408	1176140.20	3161041.36	5150.78	FND RPC ILL
80410	1178149.99	3163153.00	5149.90	3.25IN AC 17488IN RB
80536	1204717.66	3184165.22	5114.00	1.5IN ALUM LS25369 SOFT
80600	1178139.81	3162728.69	5145.66	FND IRON PIPE DIST
80601	1176494.80	3161013.74	5148.62	FND 0.25IN RBR NOCAP
80602	1177308.04	3161731.28	5143.72	FND 0.5IN RBR NOCAP
80603	1177421.00	3161831.33	5143.10	FND WPC ILL
80604	1178140.37	3162463.86	5145.67	FND WPC LS 14796 DIST
80605	1178169.94	3162451.38	5145.10	FND 2IN ALCAIP ILL
80606	1178844.46	3162991.31	5145.01	FND RPC LS 34593
80607	1178954.34	3163111.78	5145.38	FND RPC LS 34593
80608	1178195.03	3165782.96	5167.29	3.25IN AC 17488IN RB
80700	1178175.21	3162818.44	5146.30	FND YPC ILL
80701	1178217.13	3162799.55	5146.18	FND 0.5IN RBR NOCAP DIST
80702	1178530.81	3163076.41	5149.19	FND 2IN ALCAIP LS 14142
80704	1178475.72	3163182.57	5149.29	FND RPC LS 26958
80705	1178782.37	3163298.32	5150.03	FND NAIL IN WASHER 26958
80706	1179209.07	3163674.90	5151.41	FND 2IN ALCAIP ILL 0.2 BELOW ASPH
80707	1179895.13	3164280.02	5164.88	FND YPC IN WOOD FX POST ILL
80708	1207336.56	3186790.82	5110.53	FND 2.5 ALCAIP PLS 11805
80709	1207302.82	3188379.98	5122.61	CL CONC ROW MON 0.25W
80710	1207353.41	3188421.06	5122.70	FND ADAMS COUNTY SURVEY MARK
80711	1205480.84	3186980.23	5124.80	FND YPC LS 35593
80712	1205407.95	3187062.72	5124.57	FND YPC LS 35593
80713	1205025.05	3186578.68	5119.83	FND OPC LS 25369
80714	1204896.74	3186572.11	5117.73	FND YPC LS 35593
80715	1203177.83	3184966.41	5119.54	FND YPC LS 35593
80716	1203307.04	3185067.09	5122.09	FND YPC LS 35593
80717	1203345.33	3185099.24	5122.76	FND YPC LS 35593
80800	1202774.13	3184660.08	5119.35	FND YPC LS 35593
80801	1202721.23	3184614.49	5120.27	FND YPC LS 35593
80806	1202474.56	3184396.92	5123.42	FND YPC LS 35593
80808	1202796.98	3184201.84	5118.25	FND OPC LS 28286
80809	1202893.80	3184141.50	5117.99	FND YPC LS 9010
80813	11999371.60	3181573.93	5111.13	FND 3.5ALCAP LS 17488
90000	1212663.58	3189380.70	5083.03	2IN AC 29028 IN RB
90006	1209857.50	3190627.13	5104.72	MONUMENT IN WY BOX OVER 4' DEEP
90015	1188751.57	3173688.93	5133.62	3.25IN AC 7735 IN RB
90017	1186068.90	3171039.75	5150.43	3.25IN AC 7735 IN RB
200000	1179446.31	3163550.35	5149.72	FND WHTCPAL LS 24310
200001	1179794.62	3163857.02	5149.40	FND YPC ILL
200002	1179999.83	3164038.58	5152.56	FND YPC 27609
200003	1180356.22	3164353.00	5158.82	FND OLD IRON PIPE
200004	1180556.10	3164529.27	5162.22	FND YPC LS 16827
200005	1182199.10	3166364.58	5161.26	FND CUT X
200006	1182426.53	3166531.18	5163.75	FND YPC LS 6973
200007	1182717.77	3166769.93	5158.20	FND YPC IN ASPH ILL
200008	1183427.44	3167393.65	5161.46	FND 1.5IN ALCAIP LS 28288
200009	1184097.14	3167977.33	5154.80	FND RB IN SW
200011	1184506.44	3168477.58	5153.90	FND OPC LS 37898
200012	1184472.87	3168465.03	5154.13	FND OPC LS 37898
200013	1184027.43	3167657.29	5154.88	2.5 ALCAIP 2.0WC PONTIAC PROJECT
200014	1184329.61	3167923.43	5151.25	FND RBR NO CAP
200015	1184748.53	3168290.24	5154.86	FND RBR NOCAP
200016	1185963.93	3169362.34	5158.02	FND RPC AMERICAN WEST
200017	1187116.99	3170378.63	5137.51	FND BPC LS 37051
200018	1187398.63	3170627.10	5136.77	FND BPC LS 37051
200019	1187493.97	3170711.07	5136.70	FND BPC LS 37051
200020	1187870.79	3171042.97	5141.40	FND RBR NOCAP DIST
200021	1188093.56	3171239.40	5132.34	FND BPC LS 23425
200022	1188739.28	3171808.53	5135.40	FND YPC YLS 6973
200023	1188795.80	3171858.00	5136.44	FND YPC ILL
200024	1188763.94	3171962.57	5137.98	CL FND CONC HWY ROW MON 0.45E
200025	1187684.04	3171012.17	5139.71	CL FND CONC HWY ROW MON 0.45E
802023	1199387.79	3184206.33	5148.23	3.25IN AC 17488IN RB
802024	1196726.73	3181589.52	5139.63	3.25IN AC 17488IN RB
802032	1195594.64	3178948.16	5115.05	2.5IN AC ILL IN RB



STATE HIGHWAY NO. 2 DEVOLUTION  
BOUNDARY SURVEY  
MONUMENT TABULATION

[illegible]

3 OF 13

## Exhibit C

### **Resolution #TC-3206**

Resolution to Approve the Devolution of SH2, 62<sup>nd</sup> 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 62<sup>nd</sup> 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)**

Exhibit D

[insert signed resolution, Resolution No. 2015-04]

**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 15<sup>th</sup> DAY OF DECEMBER, 2014.

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 60<sup>th</sup> 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 62<sup>ND</sup> 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.)