

**A RESOLUTION APPROVING THE TRANSFER OF CITY OWNED PROPERTY
LOCATED AT 18250 EAST 92nd AVENUE**

NO. 2024-127

WHEREAS, The City of Commerce City (“City”) owns 0.7337 acres located at 18250 East 92nd Avenue, as set forth in **Exhibit A** (“Property”);

WHEREAS, Second Creek Farm Metropolitan District No. 1 (“Grantee”) wishes to acquire the Property to allow for the construction of a private detention pond to be used by the future development within Second Creek Farm;

WHEREAS, developing underutilized and vacant land into tax generating land uses benefits the residents of City;

WHEREAS, the Property is currently unused by the City and its sale will not negatively affect the Gramma Gulch drainageway nor the future 100-year flood plain; and

WHEREAS, staff recommends the City transfer the Property to the Grantee for the purpose of constructing a private detention pond.

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

SECTION 1. Findings. The recitals to this resolution are incorporated as findings of the City Council. This resolution is found to be necessary for the preservation of the public health, safety, and welfare and in the public interest.

SECTION 2. Conveyance Deed. The Deed, attached hereto as **Exhibit B** and incorporated herein by this reference, is granted subject to and consistent with the terms and conditions as set forth therein.

SECTION 3. Grantee hereby agrees to remit payment to Grantor as compensation for the conveyance of the Deed in the amount of Fifty-Six Thousand and NO/100 U.S. Dollars (\$56,000.00).

RESOLVED AND PASSED THIS 4TH DAY OF NOVEMBER 2024.

CITY OF COMMERCE CITY, COLORADO

Steve J. Douglas, Mayor

ATTEST

Dylan A. Gibson, City Clerk

Exhibit A

Tract B, Second Creek Farm Filing No. 3, Amendment No. 3, according to the Plat thereof recorded at _____ in the official records of Adams County, Colorado

Exhibit B
[FORM OF SPECIAL WARRANTY DEED]
[FORM ONLY – DO NOT EXECUTE]

After Recording Return To:
McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80237
Attn: Paula Williams

No Documentary Fee – Exempt

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this ____ day of _____, 2024, between **THE CITY OF COMMERCE CITY**, a municipal corporation of the State of Colorado (the “Grantor”), and **SECOND CREEK FARM METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o McGeady Becher P.C., 450 E. 17th Avenue, Suite 400, Denver, Colorado 80203 (the “Grantee”).

WITNESSETH, that the Grantor, for and in consideration of the sum of Fifty-Six Thousand and NO/100 U.S. Dollars (\$56,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, and Grantee's successors and assigns forever, all the real property, together with all improvements, if any, situate, lying and being in the County of Adams, State of Colorado, subject to any exceptions to conveyance and known as:

Tract B, Second Creek Farm Filing No. 3, Amendment No. 3, according to the Plat thereof recorded at _____ in the official records of Adams County, Colorado (the “Property”).

TOGETHER WITH all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the Grantor, either in law or in equity, of, in and to the Property, with the hereditaments and appurtenances;

SUBJECT TO all visible and apparent easements, all applicable zoning, platting and other governmental ordinances, laws, rules and regulations, statutory exceptions, and all matter of recording relating the Property;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto Grantee, and Grantee's successors and assigns forever. Grantor, for Grantor and Grantor's successors and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained Property in the quiet and peaceable possession of Grantee, and Grantee's successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, subject to Statutory Exceptions;

[Signature page follows]

EXECUTED, as of the __ day of _____, 2024.

GRANTOR:

CITY OF COMMERCE CITY

Steven J. Douglas
Mayor, City of Commerce City

STATE OF COLORADO
COUNTY OF ADAMS

The above and foregoing instrument was acknowledged before me this __ day of _____, 2024, by Steven J. Douglas, Mayor of the City of Commerce City.

Notary Public

My commission expires: _____

ATTEST:

Dylan A. Gibson, City Clerk

APPROVED AS TO FORM:

Genevieve "Jean" Gill, Assistant City Attorney

THIS DEED IS HEREBY ACCEPTED BY THE SECOND CREEK FARM METROPOLITAN DISTRICT NO. 1, AS OF THIS __ DAY OF _____, 2024:

SECOND CREEK FARM METROPOLITAN DISTRICT NO. 1

By: _____
Joel Farkas, President