

City of Littleton

Meeting Agenda

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Thursday, May 11, 2017	6:30 PM	Community Room

1. Roll Call

2. Approval of Agenda

3. Review and Approval of Minutes

a) <u>ID# 17-151</u> Approval of the April 13, 2017 Regular Meeting Minutes for LIFT

Attachments: LIFT 04-13-2017 Minutes

4. Public Comment

5. General Business

a) <u>ID# 17-154</u> Bylaws

Attachments: Bylaws

b) Recording Secretary

6. Adjourn

7. Study Session

- a) Bylaws
- b)
 ID# 17-145
 Cooperation agreement with City of Littleton

 Attachments:
 Cooperation Agreement redline.docx
- c)
 ID# 17-144
 Discussion of Resolution 88-2014

 Attachments:
 R 2014-88

d)	<u>ID# 17-152</u>	IGA's with taxing entities
	Attachments:	LPS - Refund
		Arapahoe County Refund
		IGA with Littleton Public Schools
		IGA with South Suburban

e) Community Involvement/Input

The public is invited to attend all regular meetings or study sessions of the City Council or any City Board or Commission. Please call 303-795-3780 at least forty-eight (48) hours prior to the meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting. For any additional information concerning City meetings, please call the above referenced number.



Staff Communication

3(a)

File #: ID# 17-151, Version: 1

Agenda Date: 05/11/2017

Subject:

Approval of the April 13, 2017 Regular Meeting Minutes for LIFT

Presented By: Wendy Heffner, City Clerk

I hereby certify that the attached Action Minutes are an accurate representation of motions made and action taken at the April 13, 2017, regular meeting of the LIFT Board. I have also reviewed the video recording for the April 13, 2017 regular meeting of the LIFT Board and certify that the video recording is a full, complete, and accurate record of the proceedings and there were no malfunctions in the video or audio functions of the recording.

PROPOSED MOTION:

I move to approve the minutes for April 13, 2017 LIFT Board meeting.



City of Littleton

Meeting Minutes - Draft

LIFT

Thursday, April 13, 20176:30 PMCommunity Room	Thursday, April 13, 2017	6:30 PM	Community Room
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1. Introduction of Board Members

2. Roll Call

Present 6 - Board Member Brzeczek, Board Member Elrod, Board Member Millar, Chairman Schlachter, Board Member Seiler, and Vice Chair Toole

Absent 1 - Board Member Henderson

a) <u>ID# 17-106</u> Election of Officers

Board Member Toole nominated Kyle Schlachter as Board Chair.

There being no other nominations for Board Chair, Clerk Heffner polled the board. The vote is 6-0. Kyle Schlacter is unanimously appointed as Board Chair.

Chair Schlachter called for nominations for Vice Chair. Carol Brzeczek nominated herself for Vice Chair Ryan Toole nominated himself for Vice Chair

Chair Schlachter called for a vote on Carol Brzeczek. The vote is 1-5, with Board Member Brzeczek voting yes. The vote fails.

Chair Schlachter called for a vote on Ryan Toole. The vote is 6-0. Ryan Toole is unanimously voted Vice Chair.

3. Approval of Agenda

Board Member Brzeczek requested that a discussion of the upcoming workshop be added to the agenda under "New Business". With no opposition, the item is added as 7(b).

4. Public Comment

Jeanie Erickson - Requesting that citizens be able to speak after New Business item(s) / Start time of LIFT meetings.

Pam Chadbourne - Wants the Board to revise the Columbine Square URP / Urban Renewal is for projects, not for "undertakings" or "activities"

5. General Business

a) <u>ID# 17-109</u> Discussion of Council's Protocols and Legislative Rules

The Board discussed Council Protocols

LIFT		Meeting Minutes - Draft	April 13, 2017
b)	Resolution <u>1-2017</u>	A resolution specifying the location where notices of public meetin be posted and the newspaper where notices and other information required to be published will be printed for 2017.	•
		Chair Schlacter moved and Board Member Seiler seconded to approve LIFT Res 2017. Board Member Brzeczek moved and Board Member Elrod seconded to an main motion to strike the third Whereas in the resolution. The motion failed 3-3, we Members Schlacter, Toole and Seiler. The vote on the main motion carried unanimously.	nend the
C)	<u>ID# 17-105</u>	Discussion of recording secretary	
		This item will be added to the workshop/study session.	
d)	<u>ID# 17-103</u>	Discussion of LIFT Director	
		The Board would like to have a job description. There is no written job descript time.	ion at this
e)	<u>ID# 17-104</u>	Discussion of legal representation	
		Attorney Hoffman stated he would stay on as legal counsel until LIFT finds a ne attorney, but at some point he will be backing away from legal counsel for LIFT.	
f)	<u>ID# 17-100</u>	Cooperation Agreement between City of Littleton and LIFT	
		The agreement does not expire until November 1, 2017. City staff will review a back for the Boards review.	nd bring
<u>6. F</u> i	inancial Report		
a)	<u>ID# 17-101</u>	LIFT Financial Reports as of March 31, 2017	
		City Finance Director Hooten provided an update on the financil health of LIFT.	
b)	<u>ID# 17-102</u>	Discussion of Refund request from Arapahoe County from LIFT	
		The Board discussed items 6(b) and 6(c) together. Attorney Hoffman stated the I has one debt, to the City of Littleton. The Colorado Revised Statutes state that w LIFT has paid all debt, they would then pay back to the property tax increment. Attorney Hoffman's recommendation is to return the increment's for all the plans f as they have been repealed by city council, except for Columbine Square.	hen
c)	<u>ID# 17-108</u>	Discussion of Refund request from Littleton Public Schools from L	IFT
		Board Member Brzeczek moved and Board Member Toole seconded that the LIF	т

Board refund all property tax increment that was collected in the Littleton Blvd. Urban Renewal Plan Area, the North Broadway Renewal Plan Area and the Santa Fe Renewal Plan Area for property tax collected in tax years 2015 and 2016.

The motion carried unanimously.

		Meeting Minutes - Draft	April
d)	<u>ID# 17-91</u>	Discussion of options on repayment of LIFT debt to the City - PRESENTED TO COUNCIL ON 01/10/2017	
		This item will be added to the study session.	
e)	<u>ID# 17-110</u>	Discussion of Banking Situation	
		The Board discussed the bank fraud that took place with Wells Fargo. All the more was returned except \$1,257.89 in paper checks. The bank stated it had to be dee fraudulant within 24-48 hours for paper checks. LIFT did not know the checks were fradulant. The Board decided to escalate the process and try to get the money ba	med re
		There is no enity ID number because the account was opened so long ago, it does have an EIN number. Finance Director Hooten stated there is a tax ID # for LIFT.	s not
		Chairman Schlachter suggested an additional signature on the checking account.	

7. New Business

a) <u>ID# 17-107</u> Discussion on Work Plan Development/Columbine Square

The Board discussed Columbine Renewal Area. The Board had a lengthly discussion regarding commerical versus residential development and what would work in this location.

The Board discussed some training regarding Urban Renewal.

Workshop/Study Session Discussion

Items to send to study session/workshop

- 1. Repayment to City
- 2. LIFT Executive Director
- 3. Legal Counsel
- 4. Recording Secretary
- 5. Treasurer
- 6. Training regarding Urban Renewal

The Board will set up a meeting, possibly May 4, with Tracey Huggins, who would provide examples of urban renewal projects that have worked well and how to work with developers and other entities within the city.

Public Comment

Lisa Sacre - Centennial Acres/Discussed Columbine Square - not in favor of residential/would like a "town hall" meeting to get input from residences who be affected.

Jeanie Erickson/does not wan Urban Renewal monies spent on Columbine Square

Pam Chadbourne/Pay Tracey Huggins for her professional knowledge/don't ask for citizen input before you have data/do a complete review of entire Belleview

13, 2017

Corridor, this is a design problem for the city.

8. Comments/Reports

9. Adjourn

The meeting was adjourned at 10:05 p.m.

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Littleton Center 2255 West Berry Avenue Littleton, CO 80120

Staff Communication



File #: ID# 17-154, Version: 1

Agenda Date: 05/11/2017

Subject: Bylaws

BYLAWS OF LITTLETON INVESTS FOR TOMORROW URBAN RENEWAL AUTHORITY

ARTICLE I THE AUTHORITY

Section 1. <u>Name of Authority.</u> The name of the Authority shall be the "Littleton Invests for Tomorrow Urban Renewal Authority"

<u>Section 2.</u> <u>Seal of Authority.</u> The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority.

<u>Section 3.</u> <u>Office of Authority.</u> The office of the Authority shall be at such place in the City of Littleton as the Authority may designate from time to time.

<u>Section 4.</u> <u>Purpose of the Authority.</u> The Authority shall serve the community in accordance with the provisions of the Urban Renewal Law of Colorado and all other powers extended to it by the laws of the City of Littleton, the State of Colorado, and the United States of America.

ARTICLE II OFFICERS AND PERSONNEL

Section 1. Officers. The Officers of the Authority shall be a Chairman and a Vice Chairman.

<u>Section 2.</u> <u>Chairman.</u> The Chairman shall preside at all meetings of the Authority. Except as otherwise authorized by resolution of the Authority, the Chairman shall have the authority to sign contracts, deeds, approve contracts for goods, equipment, supplies, or expenditures not to exceed \$25,000. Expenditures in excess of \$25,000 must be approved by the Authority

<u>Section 3.</u> <u>Vice Chairman.</u> The Vice Chairman shall perform the duties of the Chairman in the absence from the City or incapacity of the Chairman; and in the case of a vacancy in the office of the Chairman, the Vice Chairman shall perform such duties as are imposed on the Chairman until such time as the Authority shall select a new Chairman from among its members.

<u>Section 4.</u> <u>Recording Secretary.</u> The Recording Secretary shall keep the records of the Authority including the accounting records. The Recording Secretary shall act as secretary of the meetings of the Authority and record all

votes, and shall keep a record of the proceedings of the Authority, and shall perform all duties incident to this office. The Recording Secretary shall keep the seal of the Authority and shall have power to affix such seal to all contracts and instruments authorized to be executed by the Authority. The Recording Secretary shall be appointed by the Authority. Any person appointed to fill the office of Recording Secretary or any vacancy therein, shall have such term as the Authority may establish.

<u>Section 6.</u> Secretary/<u>Executive Director</u>. The Authority shall appoint an Executive Director. The Director shall have general supervision over the administration of the affairs and business of the Authority, and shall be charged with the management of the projects of the Authority. The Director shall prepare an annual budget for review and approval of the Authority by November 1st of each year. The Director shall approve all orders for the payment and other expenditures of urban renewal projects.

<u>Section 7.</u> <u>Attorney.</u> The Authority shall appoint an Attorney.

<u>Section 8.</u> <u>Additional Duties.</u> The officers of the Authority shall perform such duties and functions as may from time to time be required by the Authority or by the bylaws or the rules and regulations of the Authority.

<u>Section 9.</u> <u>Election of Officers.</u> The Chairman and Vice Chairman of the Authority shall be elected annually by the Authority at the first regular meeting in January and shall assume their duties upon election. Officers shall hold offices for one year or until their successors are selected and qualified.

<u>Section 10.</u> <u>Vacancies.</u> Should the office of Chairman or Vice Chairman become vacant, the Authority shall select a successor from its membership at the next regular meeting to serve for the unexpired term of said office. When the office of Recording Secretary becomes vacant, the Authority shall appoint a successor.

Section 11. Personnel.

A. The Authority may from time to time authorize the employment of such personnel as it deems necessary to exercise its powers, duties, and functions as prescribed by the "Urban Renewal Law" of the state of Colorado, and all other laws of the State of Colorado applicable thereto.

B. The selection, qualifications, duties and compensation of the Executive Director, Attorney and Recording Secretary shall be determined by the Authority.

Section 12. Advisors

A. General. The Authority may appoint any number of advisors it deems appropriate to meet its advisory needs. Advisors shall be selected on the basis of their knowledge and expertise, and need not be residents of the City of Littleton. Advisors serve at the discretion of the Commissioners, and may be appointed for definite or indefinite terms.

B. Appointment and Removal Process. Advisors may be appointed or removed by the Commissioners by a majority vote of those Commissioners in attendance when the vote is taken.

C. Role. At the Commissioners' discretion, Advisors shall attend Board meetings and may participate in meetings provided that advisors shall have no voting powers.

<u>Section 13.</u> <u>Auditor.</u> An independent audit shall be made of all accounts at least annually, and more frequently if deemed necessary by the Authority. Such audit shall be made by certified public accountants, experienced in urban renewal authority accounting. Such audit may be incorporated into or performed in conjunction with the City of Littleton audit.

ARTICLE III MEETINGS

Section 1. <u>Regular Meetings</u>. Regular meetings shall be held the second Thursday of each month at 7:00 p.m., at a place to be determined by the Board of Commissioners. In the event any day of a regular meeting shall be a legal holiday, said meeting shall be held on the next succeeding regular day. In the case of a meeting cancelation, 24 hour notice shall be given to the Authority and posted on the meeting board at the City of Littleton Administration Building and posted on the LIFT website.

<u>Section 2.</u> <u>Special Meeting.</u> The Chairman of the Authority may call a special meeting of the Authority for the purpose of transacting any business designated in the notice thereof. The notice for the special meeting shall be either communicated by telephone or by electronic mail, at least 24 hours prior to the date of such special meeting, and shall be posted as required by the Colorado Open Meetings Law, C.R.S. § 24-6-401, *et seq.*. Such notice shall designate the time and place of the special meeting. Any member may waive notice of any meeting and a member's presence shall constitute waiver of notice of that meeting unless the member's written objection to the transaction of any business at the meeting is

filed with the Recording Secretary on the grounds that the meeting is improperly called or convened. At such special meeting no business shall be considered other than as designated in the notice, but if all of the members of the Authority are present at a special meeting, any or all business may be transacted at such special meeting upon unanimous consent to expand the agenda.

Section 3. Quorum. The powers of the Authority shall be vested in the Commissioners thereof in office from time to time. A majority of the Commissioners shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes, but a smaller number may adjourn from time to time until a quorum is in attendance, action may be taken by the Authority upon an affirmative vote of the majority of the Commissioners present.

<u>Section 4.</u> <u>Order of Business.</u> At the regular meeting of the Authority the following shall be the order of business:

- 1. Roll Call
- 2. Review and Approval of Minutes/Recording of the previous meeting(s).
- 3. Announcements
- 4. Public Appearances
- 5. Financial Report/Check Register
- 6. Committee Reports Director's Monthly Activity Report
- 7. Unfinished Business
- 8. New Business
- 9. Executive Session
- 10. Other Matters
- 11. Adjournment

Contracts with persons, firms, agencies, companies, the United States, and other public entities shall be authorized by written resolutions, copies of which resolutions and contracts shall be kept with the journal of the proceedings of the Authority.

<u>Section 5.</u> <u>Manner of Voting.</u> The voting on all questions coming before the Authority shall be by raising of the hands. The Chairman will announce the results of the voting for the record. All resolutions shall be in writing and signed by the Chairman.

<u>Section 6.</u> <u>Open Meetings.</u> The Authority as a "local public body" within the meaning of C.R.S. 24-6-402(1)(a) shall act in accordance with the Colorado Open Meetings Law, C.R.S. 24-6-401, *et seq.*.

<u>Section 7</u>. <u>Appearance by Telephone or Video-Conference</u>. In person appearance and participation by Commissioners at regular and special meetings is encouraged and preferred. However, when unavoidable, a Commissioner may appear at such a meeting by telephone or by video-conference, and shall be considered part of the quorum as set forth in these bylaws.

<u>Section 8.</u> <u>Notice.</u> It is the specific intent of the Authority to provide the public with notice of all meetings. For this purpose resources of all of the communication media of the community may be utilized. Notice of regular meetings of the Authority shall be made available to the public no less than twenty four hours in advance of same. Notice of special meetings shall be made available to the public not later than within the time requirements of notice to members of the Authority as provided in Article III, Section 2.

Section 9. Agenda and Materials.

A. The Agenda and all documents and materials requiring action by the Authority at any meeting shall be provided each member at least one day in advance of such meeting.

B. Copies of the agenda shall be available for the public at Authority meetings.

ARTICLE IV AMENDMENTS AND SUSPENSION OF BYLAWS

<u>Section 1.</u> <u>Amendment to Bylaws.</u> The Bylaws of the Authority shall be amended only if there has been notice of such proposal at the previous meeting.

<u>Section 2.</u> <u>Suspension of Bylaws.</u> Any requirement of these Bylaws may be waived by unanimous approval of the Commissioners.

ARTICLE V MISCELLANEOUS

<u>Section 1.</u> <u>Committees.</u> The Chairman may appoint members of the Authority to such committees as deemed necessary to perform any functions for the purpose of advising the Authority.

Conflict of Interest. No commissioner, other officer, or Section 2. employee of the Authority (including by illustration only, consultants, experts, legal counsel), nor any immediate member of the family of any such commissioner, officer, or employee shall acquire, nor shall any commissioner or officer retain any interest, direct or indirect, in any project or in any property included or planned to be included in any project, nor shall he have any interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with any project. If any commissioner, other officer, or employee of the Authority owns or controls an interest, direct or indirect, in any property included or planned to be included in any project, he shall immediately disclose the same in writing to the Authority, and such disclosure shall be entered upon the minutes of the Authority. Upon such disclosure, such commissioner, officer, or other employee shall not participate in any action by the Authority affecting the carrying out of the project planning or the undertaking of the project unless the Authority determines that, in the light of such personal interest, the participation of such member in any such act would not be contrary to the public interest. Acquisition or retention of any such interest or willful failure to disclose any such interest shall constitute misconduct in office.



Littleton Center 2255 West Berry Avenue Littleton, CO 80120

Staff Communication

7(b)

File #: ID# 17-145, Version: 1

Agenda Date: 05/11/2017

Subject: Cooperation agreement with City of Littleton

Presented By: Kyle Schlachter, Chair of LIFT

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT ("Agreement") is made this 1st day of November, 2017 (the "Effective Date"), between the LITTLETON RIVERFRONT AUTHORITY D/B/A LITTLETON INVESTS FOR TOMORROW, an independent Colorado body corporate and politic ("Authority" or "LIFT"), and the CITY OF LITTLETON, COLORADO, a municipal corporation of the State of Colorado ("City").

WHEREAS, the Authority is in need of certain services that benefit the day-to-day administrative functioning of the Authority, and which are specifically contemplated by C.R.S. § 31-25-105(1)(1); and

WHEREAS, the City desires to provide such services to the Authority at no cost unless otherwise indicated.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged by the parties, the Authority and the City agree as follows:

I. <u>SERVICES PROVIDED BY THE CITY TO THE AUTHORITY</u>

- a) The City shall provide the Authority a secure location for storage of Authority records, provided however, no such storage shall make the City the custodian of Authority records under the Colorado Open Records Act,§ 24-72-200.1, *et seq.*, C.R.S. ("CORA"). Such storage location shall be determined by the City, in its reasonable discretion, and the City agrees to provide access during regular business hours to Authority representatives.
- b) The City shall provide the Authority access to the City's printing shop for services and supplies. The Authority shall be charged at a rate applicable to City departments. The City shall provide a monthly bill to the Authority for these costs, and the Authority shall reimburse the City for these costs.
- c) The City shall, from time to time and at the request of the Authority, provide the Authority with meeting space in which to conduct meetings and events.
- d) The City shall provide the Authority with space on its bulletin boards and website to publicize its meetings, events, contact and other information.
- e) The City shall provide a mailbox at Littleton Center in order to facilitate communication between the parties.
- f) The City shall provide administrative, public communications and accounting services as per Exhibit A, Scope of Services

II. <u>AUTHORITY OBLIGATIONS</u>

- a) The Authority agrees to reimburse the City monthly for the printing services and supplies, as detailed in Section I (b), above.
- b) The Authority shall be responsible for responding to all records requests received by it pursuant to CORA, or otherwise. The City in coordination with the Authority may provide access to the records stored at the City to any member of the public in accordance with the provisions of CORA. All obligations of the Authority under CORA shall remain the responsibility of the Authority.
- c) The Authority agrees to provide the City with periodic updates regarding the activities of the Authority, including presentations to City Council or staff, as requested by the City.

III. AUTHORITY AND CITY RELATIONSHIP

The Authority and the City agree that they are separate and independent entities and that the acts and omissions of one shall not be considered the acts and omissions of the other.

IV. <u>MISCELLANEOUS</u>

- a) This Agreement supersedes and replaces the Cooperation Agreement dated Noveber 1, 2015, between the parties, and shall be for a term of two years from the Effective Date. This Agreement shall be renewed upon written agreement of the parties prior to the end of the then current term.
- b) This Agreement shall be binding on the parties, their agents, subcontractors, successors, or assigns.
- c) Authorized Representatives. To the extent that an action is required to be taken by any party to this Agreement, such action may, subject to the last sentence of this Section, be taken by the following representatives: for the City, the City Manager, or such other person appointed by the foregoing in writing and furnished to the other parties to this Agreement; for the Authority, the Chairman, or such other person appointed by the foregoing in writing and furnished to the other parties to this Agreement.
- d) <u>Notice</u>. Any required notice shall be given as follows:

City of Littleton
Office of the City Manager
255 W. Berry Avenue
Littleton, CO 80120

With a copy to:	City of Littleton City Attorney 2255 W. Berry Avenue Littleton, Colorado 80120	
Copy to Authority:	Littleton Invests for Tomorrow Attn: Executive Director 2255 W. Berry Avenue Littleton, Colorado 80120	
With copy to:	y to: Corey Y.Hoffmann, Attorney at Law Hoffmann, Parker, Wilson & Carberry, P. 1530 Sixteenth Street, Suite 200 Denver, Colorado 80202 Telephone: (303) 825-6444	

e) Severability. Any provision of this Agreement that is prohibited, unenforceable, or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or lack of authorization without affecting the validity, enforceability, or legality of such provisions in any other jurisdiction. No party to this Agreement shall be liable to the other parties with respect to any such provision finally adjudicated in accordance with applicable law to be prohibited, unenforceable, or not authorized by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ATTEST

CITY OF LITTLETON, COLORADO

Wendy Heffner CITY CLERK

> Bruce O. Beckman MAYOR

APPROVED AS TO FORM:

Kenneth S. Fellman CITY ATTORNEY

EXHIBIT A SCOPE OF SERVICES

Administrative Services

- 1. Collect and distribute mail from LIFT mailbox located in Littleton Center to LIFT Board Chairman, as appropriate, on a weekly basis.
- 2. Provide public information and answer inquiries, as appropriate, from telephone, email or written requests for general information. Refer technical or detailed requests to the LIFT Board Chair.
- 3. Prepare monthly LIFT Board Meeting agenda in coordination with the LIFT Chair at least five (5) days before the meeting.
- 4. Schedule meeting room, video recording and provide public notice of monthly LIFT Board meetings (bulletin board and website).
- 5. Assemble and distribute monthly LIFT Board meeting agenda and attachments as provided by LIFT Board Chairman and LIFT General Counsel and City Finance Staff to include email distribution of agenda to the LIFT Board and posting on the website a minimum of three (3) days prior to the meeting and providing bound hard copies for the LIFT Board at the meeting location.

Accounting Services

- 1. Maintain the following accounting records for each fund of the Authority
 - a. Cash receipt and disbursement journals
 - b. General ledger
 - c. Accounts receivable journals and ledgers
 - d. Deposits with banks and financial institutions
 - e. Bank accounts reconciliation
 - f. Investment records
 - g. Development feerecords
- 2. Prepare and file federal quarterly and year-end tax reports as necessary. Such reports/filings will be limited to the 941, W-2, W-3, 1099 and 1096.
- 3. Prepare financial statements and applicable supplemental schedules monthly or quarterly or as requested by the Authority's Board of Commissioners.

- 4. Prepare schedule of cash position to manage the Authority's cash deposits, funding for checks and investment programs in accordance with policies established by the Board of Commissioners.
- 5. Assist with the annual budget preparation and filing. Assist the Board of Commissioners in monitoring actual expenditures against appropriation/budget.
- 6. Prepare audit schedules and draft annual financial statements with footnotes for use by the Authority's auditors or if appropriate prepare and file an Application for Exemption from Audit
- 7. Attend Board meetings as required to review financial statements and check book register.

Public Relations and Communications

- 1. Monitor public correspondence as necessary.
- 2. Serve as webmaster and provide content.
- 3. Provide news releases and communicate with the news media on behalf of LIFT, as necessary.
- 4. Develop communication material such as public meeting mailings and notices, newspaper releases/legal notices, collateral materials and brochures as requested by Authority.
- 5. Provide written update on public communication activity prior to Board meetings
- 6. Monitor and report on local and state legislative activity concerning urban renewal through link on website.



Littleton Center 2255 West Berry Avenue Littleton, CO 80120

Staff Communication

7(c)

File #: ID# 17-144, Version: 1

Agenda Date: 05/11/2017

Subject: Discussion of Resolution 88-2014

Presented By: Kyle Schlechter, Chair of LIFT

1	CITY OF LITTLETON, COLORADO
2	
3	Resolution No. 88
4 5	Series, 2014
6 7 8 9 10	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, CONCERNING PARTICIPATION AND SUPPORT OF IMPACTED TAXING ENTITIES IN URBAN RENEWAL PROJECTS
11 12 13 14	WHEREAS, the city council has determined that furthering opportunities for economic development is in the best interest of the community;
14 15 16 17 18	WHEREAS, the city council has directed staff to take an active role in working with businesses and the development community to bring businesses and jobs to the City of Littleton;
19 20 21 22	WHEREAS, the city council is supportive of the use of urban renewal as a financing mechanism and a valuable tool to bring economic development to the City of Littleton; and
23 24 25 26	WHEREAS, the city council wishes to partner with neighboring taxing entities to ensure economic development projects are in service of overall community growth and have the mutual support and approval of all impacted entities;
27 28	NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, THAT:
29 30 31 32 33	The city council hereby directs city staff to include all impacted taxing entities in the financial discussions for any development project, which may utilize tax increment financing through the city's urban renewal authority, to ensure that no urban renewal project moves forward without the full support and approval of all impacted taxing entities.
34 35	INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the
36	City Council of the City of Littleton, Colorado, on the 16 th day of September, 2014, at 6:30 p.m.
37	at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.
38 39 40 41 42 43	ATTEST: DocuSigned by: Wendy Heffner WelfEfy Herffilter CITY CLERK DocuSigned by: BLI Cannone Philt Cleffilter PRESIDENT OF CITY COUNCIL
43 44 45 46 47 48	APPROVED AS TO FORM: Docusigned by: Yest of the second s



Staff Communication

File #: ID# 17-152, Version: 1

Agenda Date: 05/11/2017

Subject: IGA's with taxing entities



March 23, 2017

LIFT Board City of Littleton 2255 W. Berry Ave. Littleton, CO 80120

Mike Braaten Deputy City Manager City of Littleton 2255 W. Berry Ave. Littleton, CO 80120

Dear LIFT Board and Mr. Braaten:

In a letter dated December 22, 2016, you notified Littleton Public Schools that the Littleton City Council repealed three of four urban renewal plans and that tax increment should cease to be collected. At the request of the Littleton Public Schools Board of Education, I write to request a refund of the district's portion of incremental tax revenues received by Littleton Invests for Tomorrow related to the North Broadway Urban Renewal Plan.

On December 2, 2014, Littleton adopted the North Broadway Urban Renewal Plan (the Plan). On December 6, 2016, Littleton repealed the Plan. During the life of the Plan, Littleton and Littleton Invests for Tomorrow (LIFT) did not establish a project, obtain financing, or perform any acts to increase the assessed value of the properties within the Plan area; however, the assessed value for the Plan area increased. The increase was mostly from the renovation and remodeling of the King Soopers Shopping Center and in no way was related to urban renewal activities. This increase in assessed value created incremental tax revenues that were paid to LIFT in 2016 and that are scheduled to be paid to LIFT in 2017. The district requests a refund of the district's portion of the incremental tax revenues paid to LIFT in 2016 and that will be paid in 2017. LIFT Board Mike Braaten March 23, 2017 Page 2

Please let me know if you have any questions regarding this letter.

Sincerely,

(

Diane Doney Assistant Superintendent of Business Services/Chief Financial Officer Littleton Public Schools (303) 347-3379

cc: Ken Fellman, Interim City Attorney Kissinger & Fellman, P.C. 3773 Cherry Creek N. Drive Ptarmigan Place, Suite 900 Denver, CO 80209

> Corey Hoffman, LIFT Attorney Hoffman, Parker, Wilson & Carberry, P.C. 511 16th Street, Suite 610 Denver, CO 80202



Office of the County Attorney

5334 South Prince Street Littleton, Colorado 80120-1136 Phone: 303-795-4639 Fax: 303-738-7836 www.arapahoegov.com attorney@arapahoegov.com

> RONALD A. CARL County Attorney

March 16, 2017

LIFT Board City of Littleton 2255 W. Berry Ave. Littleton, CO 80120

Mike Braaten Deputy City Manager City of Littleton 2255 W. Berry Ave. Littleton, CO 80120

RE: Littleton Urban Renewal Plan Repeal - Refund of Incremental Tax Revenues

Dear LIFT Board and Mr. Braaten,

In a letter dated December 22, 2016, you notified the Arapahoe County Board of County Commissioners that the Littleton City Council repealed three of four urban renewal plans and that tax increment should cease to be collected. At the request of the Board of County Commissioners of Arapahoe County, I write to request a refund of the County's portion of incremental tax revenues received by Littleton Invests for Tomorrow related to the North Broadway Urban Renewal Plan.

On December 2, 2014, Littleton adopted the North Broadway Urban Renewal Plan (the "Plan"). On December 6, 2016, Littleton repealed the Plan. During the life of the Plan, Littleton and Littleton Invests for Tomorrow ("LIFT") did not establish a project, obtain financing, or perform any acts to increase the assessed value of the properties within the Plan area. However, the assessed value for the Plan area increased. The increase was mostly from the renovation and remodeling of the King Soopers Shopping Center, and in no way was related to urban renewal activities. This increase in assessed value created incremental tax revenues that were paid to LIFT in 2016 and that are scheduled to be paid to LIFT in 2017. The County requests a refund of the County's portion of the incremental tax revenues paid to LIFT in 2016 and that will be paid in 2017.

LIFT BOARD Mike Braaten March 16, 2017 Page 2

Please let me know if you have any questions regarding this letter.

Sincerely,

Ronald A. Carl Arapahoe County Attorney

cc: Ken Fellman, Interim City Attorney Kissinger & Fellman, P.C.
3773 Cherry Creek N. Drive Ptarmigan Place, Suite 900 Denver, Colorado 80209

> Corey Hoffmann, LIFT Attorney Hoffmann, Parker, Wilson & Carberry, P.C., 511 16th Street, Suite 610, Denver, CO 80202

Arapahoe County Board of County Commissioners

the INTERGOVERNMENTAL AGREEMENT FOR USE OF TIF REVENUES FOR SCHOOL DISTRICT PURPOSES

b.

- 14

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is entered into effective the <u>33</u> day of <u>0, 2010</u>, 2014 (the "Effective Date"), among the CITY OF LITTLETON (the "City") the LITTLETON INVESTS FOR TOMORROW URBAN RENEWAL AUTHORITY (the "Authority") and the LITTLETON PUBLIC SCHOOLS ("School District") (collectively referred to as the "Parties").

RECITALS

A. The Authority is a public body corporate and politic authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. ("Act").

B. The School District is a political subdivision of the State of Colorado.

C. The City is a home rule municipality organized under Article XX of the Constitution of the State of Colorado

D. The Authority and the City's jurisdictional boundaries lie within the boundaries of the District, and the City's resident children attend the School District's schools located within and outside of the City.

E. Pursuant to the Act, the Authority and the City intend to create four urban renewal areas known as: the Santa Fe Urban Renewal Area; the Columbine Square Urban Renewal Area; the Broadway Urban Renewal Area; and the Littleton Boulevard Urban Renewal Area as initially described in Exhibit A hereto and as such description may be amended in the urban renewal plan adopted by the City for each area (collectively, the "Urban Renewal Areas" and singly, an "Urban Renewal Area").

F. It is anticipated that each urban renewal plan ("Urban Renewal Plan") created in connection with an Urban Renewal Area will include a provision for tax increment financing ("TIF Financing"), as contemplated by §31-25-107(9)(a), C.R.S. for the purposes authorized by the Act.

G. TIF Financing provides that property taxes levied after the effective date of the approval of an Urban Renewal Plan upon taxable property within each Urban Renewal Area shall be divided for a period not to exceed twenty-five (25) years from the effective date of an Urban Renewal Plan and that a portion of said property tax revenues (the "TIF Revenue") shall be allocated to and paid into a special fund of the Authority to pay the principal of, interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by the Authority for financing an urban renewal project or to make payments pursuant to an agreement executed pursuant to $\S31-25-107(11)$, C.R.S.

H. The Parties acknowledge that the eligible electors have previously approved the issuance of general obligation bonds which are currently outstanding (or which may be refunded

in the future) which are paid from a mill levy on all of the taxable property (the "Current Debt Service Levy")

I. The Parties acknowledge that the eligible electors of the School District have previously approved the levy of additional mills by the School District for operations by way of a School District Mill Levy Override (i.e., additional local revenues in excess of the School District's total program as provided in the Public School Finance Act of 1994, Title 22, Article 54, Part 1, C.R.S. or any successor act) (the "Current Mill Levy Override"). The term 'Current Mill Levy Override also includes the hold harmless levy which counts against the District's maximum override limit.

J. The Parties acknowledge that the eligible electors of the School District may in the future approve the levy of additional mills by the School District for operations by way of a School District Mill Levy Override (a "Future Mill Levy Override").

K. The Parties acknowledge that the eligible electors of the School District may also in the future approve the levy of additional mills by the School District for the servicing of new general obligation bonds (including any refundings thereof) (a "Future Debt Service Mill Levy").

L. The Parties desire to enter into this Agreement to allocate to the School District property tax revenues (the "TIF Revenues") generated within each Urban Renewal Area from the Current Debt Service Levy, the Current Mill Levy Override, any Future Debt Service Mill Levy and any Future Mill Levy Override (collectively, the "District Mill Levy").

M. The Parties are authorized to enter into this Agreement pursuant to law, including without limitation §31-25-112, C.R.S.

NOW THEREFORE, in consideration of the foregoing recitals and the covenants, promises and agreements of each of the Parties hereto, it is agreed by and among the Parties hereto as follows:

1. <u>Incorporation of Recitals</u>. The foregoing recitals are incorporated into and made a part of this Agreement.

2. <u>Consent to Inclusion of Agricultural Land in Urban Renewal Areas.</u> The School District consents to the inclusion of agricultural land (as defined in the Act) in the Urban Renewal Areas.

3. <u>District Mill Levy Allocation</u>. The Authority agrees that it will pay to the School District, all TIF Revenues generated in an Urban Renewal Area solely as a result of the levy of the District Mill Levy upon taxable property within such Urban Renewal Area (the "District Revenues"). The Authority shall pay the District Revenues to the District on or before the 15th day of the month immediately succeeding the month in which the District Revenues were received. Any property tax increment revenues generated within an Urban Renewal Area from the mill levy which the District is required to impose pursuant to §22-54-106, C.R.S. (or any successor provision) shall be retained by the Authority to finance urban renewal projects (as defined in the Act) and shall not be District Revenues.

4. <u>Use of Transferred TIF Revenues</u>. The School District agrees to use property tax TIF Revenues transferred to it by the Authority pursuant to this Agreement solely for paying or reimbursing the costs, expenses and/or indebtedness incurred for the provision of School District facilities and services in the municipal boundaries of the City of as they currently exist or may be expanded.

5. <u>Termination and Subsequent Legislation</u>. This Agreement may be terminated at any time upon the mutual written agreement of the Parties. The Parties further agree that in the event legislation is adopted after the effective date of this Agreement that invalidates or materially affects 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.

6. <u>Entire Agreement</u>. 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 hereto.

7. <u>Binding Effect</u>. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their successors in interest.

8. <u>No Third-Party Enforcement</u>. 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 entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

9. <u>No Waiver of Immunities</u>. Nothing contained herein shall be construed as a waiver, in whole or in part, by any party hereto of the rights, protections, and privileges afforded under the Colorado Governmental Immunity Act, Title, 24, Article 10, Part 1, C.R.S. or under any other law, nor shall any portion of this Agreement 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.

10. <u>Severability</u>. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Further, in the event of any such holding of invalidity, illegality or unenforceability, the Parties will in good faith negotiate for an amendment to this Agreement that achieves to the greatest degree possible the intent of the affected provision of this Agreement.

11. <u>No Assignment</u>. No Party may assign any of its rights or obligations under this Agreement without the express written consent of the other Parties. Any attempted assignment in violation of this provision shall be null and void and of no force and effect. 12. <u>Paragraph Captions</u>. The captions of the paragraphs 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.

13. <u>Execution in Counterparts</u>. 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.

14. <u>Governing Law</u>. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

15. <u>No Presumption</u>. 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.

16. <u>Notices</u>. Any notice required by this Agreement shall be in writing. If such notice is hand delivered or personally served, it shall be effective immediately upon such delivery or service. If given by mail, it shall be certified with return receipt requested and addressed to the following addresses:

City of Littleton Attention: City Manager 2255 W. Berry Avenue Littleton, CO 80120

Littleton Public Schools Attention: Superintendent 5776 S. Crocker Street Littleton, CO 80120

Notice given by mail shall be effective upon mailing.

17. <u>Days</u>. 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 §24-11-101(1), C.R.S., such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

18. <u>Parties Not Partners</u>. 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.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to execute this Agreement effective as of the day and year first above written.

ATTEST:

LITTLETON PUBLIC SCHOOLS

Meila By: Secretary

ATTEST:

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By City Clerk

By: President of the Board

CITY OF LITTLETON 0 te By Mayor

ATTEST: URBAN RENEWAL AUTHORITY LITTLETON INVESTS FOR TOMORROW

luyersen By: Kamut By: Secretary Chairman

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INTERGOVERNMENTAL AGREEMENT FOR USE OF TIF REVENUES FOR RECREATION DISTRICT PURPOSES

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is entered into effective the 200 day of 2014 (the "Effective Date"), among the CITY OF LITTLETON (the "City") the LITTLETON INVESTS FOR TOMORROW URBAN RENEWAL AUTHORITY (the "Authority") and the SOUTH SUBURBAN PARK AND RECREATION DISTRICT ("District") (collectively referred to as the "Parties").

RECITALS

A. The Authority is a public body corporate and politic authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. ("Act").

B. The District is a political subdivision of the State of Colorado.

C. The City is a home rule municipality organized under Article XX of the Constitution of the State of Colorado

D. The Authority and the City's jurisdictional boundaries lie within the boundaries of the District.

E. Pursuant to the Act, the Authority and the City intend to create urban renewal areas, including but not limited to four currently contemplated urban renewal areas known as: the Santa Fe Urban Renewal Area; the Columbine Square Urban Renewal Area; the Broadway Urban Renewal Area; and the Littleton Boulevard Urban Renewal Area as initially described in Exhibit A hereto and as such description may be amended in the urban renewal plan adopted by the City for each area (collectively, said four urban renewal areas and any other future urban renewal area are hereinafter referred to as the "Urban Renewal Areas" and singly, an "Urban Renewal Area").

F. It is anticipated that each urban renewal plan ("Urban Renewal Plan") created in connection with an Urban Renewal Area will include a provision for tax increment financing ("TIF Financing"), as contemplated by §31-25-107(9)(a), C.R.S. for the purposes authorized by the Act.

G. TIF Financing provides that property taxes levied after the effective date of the approval of an Urban Renewal Plan upon taxable property within each Urban Renewal Area shall be divided for a period not to exceed twenty-five (25) years from the effective date of an Urban Renewal Plan and that a portion of said property tax revenues (the "TIF Revenue") shall be allocated to and paid into a special fund of the Authority to pay the principal of, interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by the Authority for financing an urban renewal project or to make payments pursuant to an agreement executed pursuant to $\S31-25-107(11)$, C.R.S.

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H. The Parties acknowledge that the eligible electors of the District have previously approved the issuance of general obligation bonds which are currently outstanding (or which may be refunded in the future) which are paid from a mill levy on all of the taxable property (the "Current Debt Service Levy")

I. The Parties acknowledge that the eligible electors of the District have previously approved the levy of a general operating mill levy of 5.417 mills, consisting of 4.417 mills (the "Base Operating Mill Levy") and an additional 1.000 mill that extends through 2020 for the purpose of meeting parks, open space, and trail expenses (the "Current Additional Operating Levy").

J. The Parties acknowledge that the eligible electors of the District may in the future approve the levy by the District of additional mills for any purpose other than debt service (a "Future Mill Levy Increase").

K. The Parties acknowledge that the eligible electors of the District may also in the future approve the levy of additional mills by the District for the servicing of new general obligation bonds (including any refundings thereof) (a "Future Debt Service Mill Levy").

L. The Parties desire to enter into this Agreement to allocate to the District property tax revenues (the "TIF Revenues") generated within each Urban Renewal Area from the Current Debt Service Levy, the Current Additional Operating Levy, any Future Debt Service Mill Levy and any Future Mill Levy Increase (collectively, the "District Mill Levy").

M. The Parties are authorized to enter into this Agreement pursuant to law, including without limitation §31-25-112, C.R.S.

NOW THEREFORE, in consideration of the foregoing recitals and the covenants, promises and agreements of each of the Parties hereto, it is agreed by and among the Parties hereto as follows:

- 1. <u>Incorporation of Recitals</u>. The foregoing recitals are incorporated into and made a part of this Agreement.
- 2. <u>Consent to Creation of Urban Renewal Areas.</u> The District consents to the creation of the Urban Renewal Areas and the inclusion of agricultural land (as defined in the Act) into the Santa Fe Urban Renewal Area; provided, however, that the Urban Renewal Plan for the Santa Fe Urban Renewal Area cannot be substantially changed from and after the date of this Agreement without the District's prior consent.
- 3. <u>District Mill Levy Allocation</u>. The Authority agrees that it will pay to the District, all TIF Revenues generated in an Urban Renewal Area solely as a result of the levy of the District Mill Levy upon taxable property within such Urban Renewal Area (the "District Revenues"). The Authority shall pay the District Revenues to the District on or before the 15th day of the month immediately succeeding the month in which the District Revenues were received. Any other property tax increment revenues generated within an Urban Renewal Area from the Base

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Operating Mill Levy of the District shall be retained by the Authority to finance urban renewal projects (as defined in the Act) and shall not be District Revenues. At such time as the Authority's bonds and indebtedness are paid, all revenues generated by the property taxes levied by the District shall be paid to the District in accordance with the provisions of Section 31-25-107(9)(a)(II), C.R.S.

- 4. <u>Use of Transferred TIF Revenues</u>. The District agrees to use property tax TIF Revenues transferred to it by the Authority pursuant to this Agreement solely for paying or reimbursing the costs, expenses and/or indebtedness incurred for the provision of District facilities and services.
- 5. <u>Termination and Subsequent Legislation</u>. This Agreement may be terminated at any time upon the mutual written agreement of the Parties. The Parties further agree that in the event legislation is adopted after the effective date of this Agreement that invalidates or materially affects 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.
- 6. <u>Entire Agreement</u>. 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 hereto.
- 7. <u>Binding Effect</u>. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their successors in interest.
- 8. <u>No Third-Party Enforcement</u>. 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 entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.
- 9. <u>No Waiver of Immunities</u>. Nothing contained herein shall be construed as a waiver, in whole or in part, by any party hereto of the rights, protections, and privileges afforded under the Colorado Governmental Immunity Act, Title, 24, Article 10, Part 1, C.R.S. or under any other law, nor shall any portion of this Agreement 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.
- 10. <u>Severability</u>. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Further, in the event of any such holding of invalidity, illegality or unenforceability, the Parties will in good faith

{00414752.DOC/3}

negotiate for an amendment to this Agreement that achieves to the greatest degree possible the intent of the affected provision of this Agreement.

- 11. <u>No Assignment</u>. No Party may assign any of its rights or obligations under this Agreement without the express written consent of the other Parties. Any attempted assignment in violation of this provision shall be null and void and of no force and effect.
- 12. <u>Paragraph Captions</u>. The captions of the paragraphs 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.
- 13. <u>Execution in Counterparts</u>. 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.
- 14. <u>Governing Law</u>. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.
- 15. <u>No Presumption</u>. 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.
- 16. <u>Notices</u>. Any notice required by this Agreement shall be in writing. If such notice is hand delivered or personally served, it shall be effective immediately upon such delivery or service. If given by mail, it shall be certified with return receipt requested and addressed to the following addresses:

City of Littleton Attention: City Manager 2255 W. Berry Avenue Littleton, CO 80120

South Suburban Park and Recreation District Attention: Executive Director 6631 South University Boulevard Centennial, CO 80121

Notice given by mail shall be effective upon mailing.

17. <u>Days</u>. 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 §24-11-101(1), C.R.S., such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

18. <u>Parties Not Partners</u>. 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.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to execute this Agreement effective as of the day and year first above written.

ATTEST:

By

Pamela M. Eller, Secretary

SOUTH SUBURBAN PARK AND RECREATION DISTRICT

By:

John K. Ostermiller, Chair

ATTEST: By City Clerk

CITY OF LITTLETON Mayor

ATTEST:

LITTLETON INVESTS FOR TOMORROW URBAN RENEWAL AUTHORITY

By: 🥖 uglasto By Chairman

LEGAL DESCRIPTION – SANTA FE URBAN RENEWAL AREA AREA 1-1 THROUGH AREA 1-3

AREA 1-1

A TRACT OF LAND LOCATED IN SECTION 31 AND 32, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE. SAID POINT BEING THE COMMON PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-32-3-00-018 AND 2077-32-3-00-019;

THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID ASSESS OR PARCEL NO. 2077-32-3-00-018 THE FOLLOWING 3 COURSES

NORTHWESTERLY 120 FEET;

NORTHWESTERLY 336 FEET;

NORTHWESTERLY 523 FEET;

THENCE SOUTHEASTERLY 732 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE SOUTHWESTERLY 485 FEET TO A POINT ON THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SAID POINT BEING THE COMMON PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-32-3-00-018 AND 2077-31-4-00-027;

THENCE NORTHWESTERLY 62 FEET;

THENCE NORTHEASTERLY 50 FEET;

THENCE NORTHWESTERLY 50 FEET;

THENCE SOUTHWESTERLY 50 FEET;

THENCE NORTHWESTERLY 296 FEET;

THENCE NORTHWESTERLY 194 FEET;

THENCE SOUTHWESTERLY 70 FEET;

THENCE NORTHWESTERLY 50 FEET;

THENCE SOUTHWESTERLY 50 FEET;

THENCE NORTHWESTERLY 6 FEET;

THENCE NORTHEASTERLY 50 FEET;

THENCE NORTHWESTERLY 50 FEET;

THENCE SOUTHWESTERLY 50 FEET;

THENCE NORTHWESTERLY 64 FEET;

THENCE NORTHEASTERLY 120 FEET;

THENCE NORTHWESTERLY 246 FEET;

THENCE NORTHEASTERLY 50 FEET TO A COMMON PROPERTY CORNER OF ASSESSOR PARCEL NO, 2077-31-4-00-026 AND 2077-31-4-00-027;

THENCE NORTHEASTERLY 1362 FEET TO A COMMON PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-31-4-00-026 AND 2077-32-2-00-033;

THENCE SOUTHEASTERLY 896 FEET;

THENCE NORTHEASTERLY 161 FEET;

THENCE NORTHEASTERLY 252 FEET;

THENCE NORTHEASTERLY 272 FEET;

THENCE NORTHWESTERLY 90 FEET;

THENCE NORTHWESTERLY 312 FEET;

THENCE NORTHWESTERLY 221 FEET;

THENCE NORTHWESTERLY 230 FEET;

THENCE NORTHEASTERLY 164 FEET;

THENCE NORTHEASTERLY 415 FEET TO THE NORTHWEST CORNER OF ASSESSOR PARCEL NO. 2077-32-2-01-001;

THENCE SOUTHEASTERLY 930 FEET TO THE NORTHEAST CORNER OF ASSESSOR PARCEL NO. 2077-32-2-00-029, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE THE FOLLOWING ELEVEN (11) COURSES;

SOUTHWESTERLY 134 FEET;

SOUTHWESTERLY 590 FEET;

SOUTHWESTERLY 111 FEET;

SOUTHWESTERLY 817 FEET;

SOUTHWESTERLY 280 FEET;

SOUTHWESTERLY 240 FEET;

SOUTHWESTERLY 101 FEET;

SOUTHEASTERLY 90 FEET;

SOUTHWESTERLY 150 FEET;

SOUTHWESTERLY 117 FEET;

1.00

SOUTHWESTERLY 405 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-32-3-00-018, 2077-31-4-00-027, 2077-32-2-00-033, 2077-32-2-00-015, 2077-32-3-00-017, 2077-32-2-00-031, 2077-32-2-00-030, 2077-32-2-00-018, 2077-32-2-00-029 AND 2077-32-2-01-001

AREA 1-2

TOGETHER WITH

A TRACT OF LAND LOCATED IN SECTION 29 AND 32, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST MINERAL AVENUE. SAID POINT BEING THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-32-2-03-001;

THENCE NORTHEASTERLY 252 FEET;

THENCE NORTHEASTERLY 198 FEET;

THENCE NORTHEASTERLY 479 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WEST CARSON DRIVE AND BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-29-3-00-025;

THENCE SOUTHEASTERLY 424 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH PLATTE, RIVER PARKWAY AND BEING THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-29-3-00-025;

THENCE SOUTHWESTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH PLATTE RIVER PARKWAY THE FOLLOWING FIVE (5) COURSES

SOUTHWESTERLY 129 FEET;

SOUTHWESTERLY 44 FEET;

SOUTHWESTERLY 379 FEET;

SOUTHWESTERLY 48 FEET;

SOUTHWESTERLY 176 FEET TO A PONT OF CURVATURE;

THENCE THROUGH A CURVE TO THE RIGHT 47 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST MINERAL AVENUE;

THENCE NORTHWESTERLY 322 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 6.4 ACRES.

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

Page 3 of 32

PARCEL #2077-29-3-00-025 AND 2077-32-2-03-001

AREA 1-3

TOGETHER WITH

A TRACT OF LAND LOCATED IN SECTION 29 AND 32, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST MINERAL AVENUE. SAID POINT BEING THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-29-3-02-001;

THENCE NORTHWESTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF WEST MINERAL AVENUE 460 FEET TO A POINT OF CURVATURE;

THENCE THROUGH A CURVE TO THE RIGHT 47 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH PLATTE RIVER PARKWAY.

THENCE NORTHEASTERLY 773 FEET;

THENCE NORTHEASTERLY 75 FEET TO THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-29-3-02-001;

THENCE SOUTHEASTERLY 595 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE AND THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-29-3-02-001;

THENCE SOUTHWESTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE THE FOLLOWING EIGHT (8) COURSES

SOUTHWESTERLY 32 FEET;

SOUTHWESTERLY 97 FEET;

SOUTHWESTERLY 99 FEET;

SOUTHWESTERLY 80 FEET;

SOUTHWESTERLY 15 FEET;

SOUTHWESTERLY 95 FEET;

SOUTHWESTERLY 123 FEET;

SOUTHWESTERLY 344 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 11.2 ACRES.

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-29-3-02-001

AREA 1-1: 110.7 ACRES

AREA 1-2: 6.4 ACRES

140

AREA 1-3: 11.2 ACRES

TOTAL ACREAGE FOR AREA 1 DESCRIPTIONS 128.3 ACRES

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LEGAL DESCRIPTION – SANTA FE URBAN RENEWAL AREA AREA 2-1 THROUGH AREA 2-4

AREA 2-1

A TRACT OF LAND LOCATED IN SECTION 29 AND 20, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE. SAID POINT BEING THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-29-1-00-010;

THENCE ALONG THE SOUTH BOUNDARY LINE OF ASSESSOR PARCEL NO. 2077-29-1-00-010 AND THE SOUTH BOUNDARY OF ASSESSOR PARCEL NO. 2077-29-1-22-002, NORTHWESTERLY 921 FEET TO THE SOUTHWEST CORNER OF ASSESSOR'S PARCEL NO. 2077-29-1-22-002;

THENCE NORTHEASTERLY 1971 FEET TO A COMMON PROPERTY CORNER OF ASSESSOR'S PARCEL NO. 2077-20-4-00-060, 2077-20-3-06-001 AND 2077-20-4-00-041;

THENCE NORTHEASTERLY 38 FEET TO A COMMON PROPERTY CORNER OF ASSESSOR'S PARCEL NO. 2077-20-4-00-060, 2077-20-4-041, 2077-20-4-13-006 AND 2077-20-4-13-00;

THENCE NORTHEASTERLY 182 FEET TO A COMMON PROPERTY CORNER OF ASSESSOR'S PARCEL NO. 2077-20-4-13-001 AND 2077-20-4-13-006;

THENCE NORTHEASTERLY 260 FEET;

THENCE NORTHEASTERLY 135 FEET;

THENCE NORTHEASTERLY 200 FEET;

THENCE NORTHEASTERLY 120 FEET;

THENCE NORTHEASTERLY 69 FEET;

THENCE NORTHEASTERLY 59 FEET;

THENCE SOUTHEASTERLY 99 FEET;

THENCE SOUTHEASTERLY 55 FEET;

THENCE SOUTHEASTERLY 60 FEET;

THENCE SOUTHEASTERLY 180 FEET;

THENCE SOUTHEASTERLY 60 FEET;

THENCE NORTHEASTERLY 165 FEET;

THENCE NORTHEASTERLY 50 FEET TO A COMMON PROPERTY CORNER OF ASSESSOR'S PARCEL NO. 2077-20-4-13-002,;

THENCE SOUTHEASTERLY 39 FEET TO THE NORTHEAST CORNER OF ASSESSOR'S PARCEL NO. 2077-20-4-13-002, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE THE FOLLOWING TEN (10) COURSES;

SOUTHWESTERLY 612 FEET;

SOUTHEASTERLY 14 FEET;

SOUTHWESTERLY 653 FEET;

SOUTHWESTERLY 357 FEET;

NORTHWESTERLY 59 FEET;

SOUTHWESTERLY 203 FEET;

SOUTHEASTERLY 59 FEET;

SOUTHWESTERLY 377 FEET;

NORTHWESTERLY 10 FEET;

SOUTHWESTERLY 30 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 54.3 ACRES.

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-29-1-00-010, 2077-29-1-22-002, 2077-29-1-22-001, 2077-29-1-00-012, 2077-20-4-00-060, 2077-20-4-00-052, 2077-20-4-13-001, 2077-20-4-00-052 AND 2077-20-4-13-002

AREA 2-2

TOGETHER WITH

A TRACT OF LAND LOCATED IN SECTION 20, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE. SAID POINT BEING THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-20-4-13-003;

THENCE ALONG THE SOUTH AND WEST BOUNDARY OF SAID PARCEL THE FOLLOWING FOUR (4) COURSES;

SOUTHWESTERLY 101 FEET;

NORTHWESTERLY 150 FEET;

NORTHWESTERLY 214 FEET;

NORTHEASTERLY 79 FEET TO A COMMON PROPERTY CORNER OF ASSESSOR'S PARCEL NO. 2077-20-4-13-003, 2077-20-4-13-007 AND 2077-20-4-00-050;

THENCE SOUTHWESTERLY 467 FEET TO A COMMON PROPERTY CORNER OF ASSESSOR'S PARCEL NO. 2077-20-4-00-050, 2077-20-4-13-007, 2077-20-4-13-006, 2077-20-4-00-031 AND 2077-20-4-00-037;

THENCE NORTHEASTERLY 217 FEET TO A COMMON PROPERTY CORNER OF ASSESSOR'S PARCEL NO. 2077-20-4-00-050, 2077-20-4-00-037, 2077-20-4-00-040 AND 2077-20-4-14-005;

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THENCE SOUTHEASTERLY 746 FEET THENCE NORTHWESTERLY 17 FEET;

THENCE SOUTHEASTERLY 180 FEET TO THE NORTHEAST CORNER OF ASSESSOR'S PARCEL NO. 2077-20-4-00-050, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE THE FOLLOWING FOUR (4) COURSES;

SOUTHWESTERLY 210 FEET;

SOUTHWESTERLY 175 FEET;

SOUTHWESTERLY 14 FEET;

SOUTHWESTERLY 30 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 6.2 ACRES.

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-20-4-13-003 AND 2077-20-4-00-050

AREA 2-3

TOGETHER WITH

A TRACT OF LAND LOCATED IN SECTION 20, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE, SAID POINT BEING THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-20-1-19-001;

THENCE ALONG THE SOUTH BOUNDARY OF ASSESSOR'S PARCEL NO. 2077-20-1-19-011 AND 2077-20-1-21-004, NORTHWESTERLY 317 FEET TO THE SOUTHWEST CORNER OF ASSESSOR'S PARCEL NO. 2077-20-1-21-004, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH VINEWOOD STREET;

THENCE ALONG THE EASTERLY AND SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH VINEWOOD STREET THE FOLLOWING THIRTEEN (13) COURSES:

NORTHEASTERLY 125 FEET;

THROUGH A CURVE TO THE RIGHT 62 FEET;

NORTHEASTERLY 192 FEET;

NORTHWESTERLY 17 FEET;

THROUGH A CURVE TO THE LEFT 301 FEET;

NORTHWESTERLY 125 FEET;

NORTHWESTERLY 98 FEET;

NORTHEASTERLY 26 FEET;

NORTHEASTERLY 62 FEET;

NORTHEASTERLY 104 FEET;

SOUTHEASTERLY 24 FEET;

SOUTHEASTERLY 6 FEET;

SOUTHEASTERLY 26 FEET, TO THE NORTHEAST CORNER OF ASSESSOR'S PARCEL NO. 2077-20-1-21-003, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE, THE FOLLOWING TWO (2) COURSES:

SOUTHEASTERLY 161 FEET;

THROUGH A CURVE TO THE RIGHT 822 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 5,9 ACRES.

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-20-1-19-011, 2077-20-1-21-004, 2077-20-1-19-018, 2077-20-1-19-014, 2077-20-1-19-004, 2077-20-1-19-009, 2077-20-1-19-019, 2077-20-1-19-001 AND 2077-20-1-21-003.

AREA 2-4

TOGETHER WITH

A TRACT OF LAND LOCATED IN SECTION 20, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE. SAID POINT ALSO BEING THE SOUTHWEST CORNER OF ASSESSOR PARCEL NO. 2077-20-1-00-000-ISL;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE, NORTHWESTERLY 140 FEET TO THE NORTH CORNER OF ASSESSOR PARCEL NO. 2077-20-1-00-000-ISL, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SUMMER STREET;

THENCE ALONG THE WESTERLY AND NORTHERLY RIGHT-OF-WAY LINE OF SOUTH SUMMER STREET THE FOLLOWING THREE (3) COURSES:

SOUTHEASTERLY 361 FEET;

THROUGH A CURVE TO THE RIGHT 708 FEET TO A POINT OF REVERSE CURVATURE;

THROUGH A CURVE TO THE LEFT 101 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1.0 ACRE,

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS PARCEL #2077-20-1-00-000-ISL

AREA 2-1: 54.3 ACRES AREA 2-2: 6.2 ACRES AREA 2-3: 5.9 ACRES AREA 2.4: 1.0 ACRE TOTAL ACREAGE FOR AREA 2 DESCRIPTIONS 67.4 ACRES

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LEGAL DESCRIPTION - SANTA FE URBAN RENEWAL AREA AREA 3-1 THROUGH AREA 3-7

AREA 3-1

A TRACT OF LAND LOCATED IN SECTION 20, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE. SAID POINT BEING THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-20-1-06-006;

THENCE ALONG THE SOUTH BOUNDARY LINE OF ASSESSOR PARCEL NO. 2077-20-1-06-006, NORTHWESTERLY 193 FEET A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF VINEWOOD STREET;

THENCE NORTHWESTERLY 473 FEET TO THE NORTHWEST PROPERTY CORNER OF ASSESSOR'S PARCEL NO. 2077-20-1-16-005, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF WEST LAKE AVENUE;

THENCE NORTHEASTERLY 156 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE, SAID POINT BEING THE NORTHEAST PROPERTY CORNER OF ASSESSOR'S PARCEL NO. 2077-20-1-16-005

THENCE SOUTHEASTERLY 267 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 1.9 ACRES.

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-20-1-06-006, 2077-20-1-16-005

AREA 3-2

TOGETHER WITH

A TRACT OF LAND LOCATED IN SECTION 20 AND 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST MAPLEWOOD AVENUE. SAID POINT BEING THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-20-1-05-008;

THENCE NORTHWESTERLY 161 FEET;

THENCE SOUTHEASTERLY 24 FEET;

THENCE SOUTHWESTERLY 242 FEET TO THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-20-1-05-011;

THENCE NORTHEASTERLY 89 FEET;

THENCE NORTHWESTERLY 125 FEET TO THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-20-1-06-007;

THENCE NORTHEASTERLY 156 FEET TO A POINT OF CURVATURE;

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THENCE THROUGH A CURVE TO THE LEFT 428 FEET;

THENCE NORTHEASTERLY 365 FEET TO A POINT OF CURVATURE;

THENCE THROUGH A CURVE TO THE LEFT 138 FEET;

THENCE NORTHEASTERLY 74 FEET;

THENCE SOUTHWESTERLY 30 FEET TO A POINT OF CURVATURE;

THENCE THROUGH A CURVE TO THE LEFT 431 FEET TO A POINT OF REVERSE CURVE;

THENCE NORTHWESTERLY THROUGH A CURVE TO THE RIGHT 918 FEET TO THE NORTHWEST PROPERTY * CORNER OF ASSESSOR PARCEL NO. 2077-17-4-29-001, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF WEST BOWLES AVENUE;

THENCE NORTHEASTERLY 812 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY THROUGH A CURVE TO THE RIGHT 183 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE AND POINT OF REVERSE CURVE;

THENCE THROUGH A CURVE TO THE LEFT 323 FEET

THENCE SOUTHWESTERLY 122 FEET;

THENCE SOUTHWESTERLY 49 FEET;

THENCE SOUTHWESTERLY 85 FEET;

THENCE NORTHEASTERLY 121 FEET;

THENCE SOUTHEASTERLY 30 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE AND A POINT OF CURVATURE;

THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT 35 FEET;

THENCE SOUTHEASTERLY 102 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY THROUGH A CURVE TO THE LEFT 268 FEET TO A POINT OF REVERSE CURVE;

THENCE SOUTHWESTERLY THROUGH A CURVE TO THE RIGHT 71 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST CHURCH AVENUE;

THENCE SOUTHWESTERLY 405 FEET;

THENCE SOUTHEASTERLY 50 FEET;

THENCE NORTHEASTERLY 215 FEET;

THENCE SOUTHEASTERLY 25 FEET;

THENCE NORTHEASTERLY 201 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE AND THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-4-19-001;

THENCE SOUTHEASTERLY 124 FEET;

THENCE SOUTHWESTERLY 80 FEET;

THENCE SOUTHEASTERLY 38 FEET;

THENCE SOUTHEASTERLY 565 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE, THE NORTH RIGHT-OF-WAY LINE OF WEST LAKE AVENUE AND THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-20-1-05-010;

THENCE NORTHWESTERLY 199 FEET;

THENCE SOUTHEASTERLY 505 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 34,7 ACRES.

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-20-1-05-008, 2077-20-1-05-011, 2077-20-1-00-004, 2077-20-1-06-007, 2077-20-1-05-10, 2077-20-1-05-006, 2077-20-1-05-005, 2077-20-1-05-004, 2077-20-1-05-003, 2077-20-1-05-002, 2077-20-1-05-001, 2077-17-4-28-005, 2077-17-4-28-004, 2077-17-4-29-002, 2077-17-4-29-005, 2077-17-4-29-003, 2077-17-4-28-002, 2077-17-4-29-004, 2077-17-4-29-001 AND 2077-17-4-29-002

AREA 3-3

TOGETHER WITH

A TRACT OF LAND LOCATED IN SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST BOWLES AVENUE. SAID POINT BEING THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-4-27-001;

THENCE SOUTHWESTERLY 833 FEET TO THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-4-27-001 AND POINT OF CURVATURE;

THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT 351 FEET;

NORTHEASTERLY 935 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY THROUGH A CURVE TO THE LEFT 214 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE AND POINT OF CURVATURE;

THENCE SOUTHWESTERLY THROUGH A CURVE TO THE LEFT 106 FEET;

THENCE SOUTHWESTERLY 314 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY THROUGH A CURVE TO THE LEFT 477 FEET TO A POINT OF REVERSE CURVE;

THENCE SOUTHWESTERLY THROUGH A CURVE TO THE RIGHT 104 FEET TO THE POINT OF BEGINNING

CONTAINING A CALCULATED AREA OF 9.8 ACRES.

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-17-4-27-001

AREA 3-4

TOGETHER WITH

A TRACT OF LAND LOCATED IN SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE. SAID POINT ALSO BEING THE NORTHWEST CORNER OF ASSESSOR PARCEL NO. 2077-20-1-00-036;

THENCE NORTHEASTERLY 66 FEET;

THENCE SOUTHWESTERLY 40 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY THROUGH A CURVE TO THE LEFT 164 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE;

THENCE NORTHEASTERLY 193 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 0.11 ACRES.

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-20-1-00-036

AREA 3-5

TOGETHER WITH

A TRACT OF LAND LOCATED IN SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE. SAID POINT BEING THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-4-00-009;

THENCE NORTHEASTERLY 300 FEET;

THENCE NORTHEASTERLY 225 FEET TO THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-4-00-011;

THENCE SOUTHEASTERLY 90 FEET;

THENCE NORTHEASTERLY 23 FEET;

THENCE NORTHWESTERLY 58 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE;

THENCE NORTHEASTERLY 430 FEET TO THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-4-00-035;

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THENCE SOUTHEASTERLY 68 FEET TO THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-4-00-035 AND A POINT OF CURVATURE;

2.4

THENCE SOUTHEASTERLY THROUGH A CURVE TO THE RIGHT 57 FEET;

THENCE SOUTHEASTERLY 424 FEET TO THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-4-12-012;

THENCE NORTHWESTERLY 155 FEET;

THENCE SOUTHWESTERLY 201 FEET;

THENCE SOUTHEASTERLY 173 FEET;

THENCE SOUTHEASTERLY 180 FEET;

THENCE NORTHWESTERLY 182 FEET;

THENCE SOUTHEASTERLY 14 FEET;

THENCE SOUTHWESTERLY 100 FEET;

THENCE SOUTHWESTERLY 90 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 3.7 ACRES.

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-17-4-00-009, 2077-17-4-12-020, 2077-17-4-00-011, 2077-17-4-12-012, 2077-17-4-12-017, 2077-17-4-12-016, 2077-17-4-00-041, 2077-17-4-00-039, 2077-17-4-00-038, 2077-17-4-00-040 AND 2077-17-4-00-035.

AREA 3-6

TOGETHER WITH

A TRACT OF LAND LOCATED IN SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE. SAID POINT BEING THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-4-00-026;

THENCE NORTHEASTERLY 307 FEET TO THE NORTHWEST PROPERTY CORNER OS ASSESSOR PARCEL NO. 2077-17-4-00-026;

THENCE SOUTHEASTERLY 29 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY THROUGH A CURVE TO THE RIGHT 734 FEET TO THE NORTH PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-4-00-033;

THENCE SOUTHEASTERLY 12 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY THROUGH A CURVE TO THE LEFT 417 FEET;

THENCE SOUTHWESTERLY 97 FEET;

THENCE SOUTHEASTERLY 96 FEET;

THENCE SOUTHWESTERLY 127 FEET;

THENCE NORTHWESTERLY 36 FEET;

THENCE SOUTHWESTERLY 165 FEET;

THENCE SOUTHEASTERLY 154 FEET;

THENCE NORTHWESTERLY 22 FEET;

THENCE SOUTHEASTERLY 75 FEET;

THENCE NORTHWESTERLY 85 FEET;

THENCE SOUTHEASTERLY 1 FOOT;

THENCE NORTHWESTERLY 17 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 2,1 ACRES.

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-17-4-00-033 AND 2077-17-4-00-026

AREA 3-7

TOGETHER WITH

A TRACT OF LAND LOCATED IN SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: <u>ي</u>

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE. SAID POINT BEING THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-1-00-029

THENCE NORTHEASTERLY 589 FEET;

THENCE WESTERLY 32 FEET;

THENCE NORTHEASTERLY 119 FEET;

THENCE WESTERLY 42 FEET;

THENCE NORTHEASTERLY 130 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY THROUGH A CURVE TO THE RIGHT 39 FEET;

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THENCE SOUTHEASTERLY 194 FEET; THENCE SOUTHWESTERLY 521 FEET; THENCE WESTERLY 425 FEET; THENCE NORTHWESTERLY 32 FEET; CONTAINING A CALCULATED AREA OF 3.9 ACRES. THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS PARCEL #2077-17-1-00-029, 2077-17-1-36-001, 2077-17-1-00-030 AND 2077-1-17-1-00-018

AREA 3-1: 1.9 ACRES

AREA 3-2: 34.7 ACRES

AREA 3-3: 9.8 ACRES

AREA 3-4: 0.11 ACRE

AREA 3-5: 3.7 ACRE

AREA 3-6: 2.1 ACRE

AREA 3-7: 3.9 ACRE

TOTAL ACREAGE FOR AREA 3 DESCRIPTIONS 56.21 ACRES

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LEGAL DESCRIPTION – COLUMBINE SQUARE URBAN RENEWAL AREA #1 BOUNDARY AREA 1-1 THROUGH AREA 1-3

AREA 1-1

A TRACT OF LAND LOCATED IN SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOWELL BOULEVARD AND THE SOUTH RIGHT-OF-WAY LINE OF WEST BELLEVIEW AVENUE. SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-2-00-001;

THENCE EASTERLY 345 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH LINDEN DRIVE;

3

THENCE SOUTHWESTERLY 1136 FEET TO A POINT ON THE SOUTH PROPERTY CORNER OR ASSESSOR PARCEL NO. 2077-17-2-22-001;

THENCE NORTHERLY 1080 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 4.2 ACRES,

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-17-2-00-001, 2077-17-2-00-002, 2077-17-2-00-003 AND 2077-17-2-22-001

AREA 1-2

TOGETHER WITH

A TRACT OF LAND LOCATED IN SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH IRVING STREET AND THE SOUTH RIGHT-OF-WAY LINE OF WEST BELLEVIEW AVENUE. SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-2-15-019;

THENCE EASTERLY 1240 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH FEDERAL BOULEVARD;

THENCE SOUTHEASTERLY 55 FEET TO A POINT OF CURVATURE

THENCE SOUTHWESTERLY THROUGH A CURVE TO THE RIGHT 550 FEET;

THENCE SOUTHWESTERLY 206 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY THROUGH A CURVE TO THE LEFT 565 FEET TO A COMMON PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-2-15-012 AND 2077-17-2-16-001;

THENCE CONTINUING SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT 70 FEET;

THENCE SOUTHWESTERLY 177 FEET TO A POINT OF CURVATURE;

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THENCE SOUTHWESTERLY THROUGH A CURVE TO THE RIGHT 47 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SOUTH FEDERAL CIRCLE AND THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-2-16-001;

THENCE WESTERLY 180 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY THROUGH A CURVE TO THE LEFT 116 FEET TO THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-2-16-001;

THENCE NORTHEASTERLY 323 FEET TO THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-2-16-001;

THENCE WESTERLY 289 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH IRVING STREET AND THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-2-15-012;

THENCE NORTHERLY 1200 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 28 ACRES.

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-17-2-15-019, 2077-17-2-15-015, 2077-17-2-15-001, 2077-17-2-15-002, 2077-17-2-15-018, 2077-17-2-15-010, 2077-17-2-15-013, 2077-17-2-15-014, 2077-17-2-15-017, 2077-17-2-15-020, 2077-17-2-15-012 AND 2077-17-2-16-001

AREA 1-3

TOGETHER WITH

A TRACT OF LAND LOCATED IN SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH FEDERAL BOULEVARD. SAID POINT BEING THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-2-17-001;

THENCE SOUTHWESTERLY 430 FEET TO A POINT OF CURVATURE, SAID POINT BEING THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO, 2077-17-2-17-004;

THENCE THROUGH A CURVE TO THE RIGHT 47 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SOUTH FEDERAL CIRCLE;

THENCE NORTHWESTERLY 180 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY THROUGH A CURVE TO THE RIGHT 126 FEET;

THENCE NORTHERLY 330 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY THROUGH A CURVE TO THE RIGHT 126 FEET;

THENCE EASTERLY 180 FEET TO THE POINT OF BEGINNING.

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CONTAINING A CALCULATED AREA OF 3.2 ACRES.

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-17-2-17-001, 2077-17-2-17-003 AND 2077-17-2-17-004

AREA 1-1: 4.2 ACRES

AREA 1-2: 28 ACRES

AREA 1-3: 3.2 ACRES

TOTAL ACREAGE FOR AREA 1 DESCRIPTIONS 35.4 ACRES

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LEGAL DESCRIPTION - NORTH BROADWAY URBAN RENEWAL AREA

A TRACT OF LAND LOCATED IN SECTION 15, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH BANNOCK STREET AND THE SOUTH RIGHT-OF-WAY LINE OF WEST RAFFERTY GARDENS AVENUE, SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-2-16-004;

THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE 2460 FEET TO A POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF WEST LITTLETON BOULEVARD, SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-12-005;

THENCE CONTINUING SOUTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE 537 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WEST IDA AVENUE, SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-21-001;

THENCE EASTERLY 147 FEET TO THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO, 2077-15-3-21-024;

THENCE SOUTHERLY 160 FEET TO THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-21-024;

THENCE WESTERLY 28 FEET TO THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-25-COM;

THENCE SOUTHERLY 154 FEET TO THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-25-COM AND A POINT OF CURVATURE;

THENCE EASTERLY, THROUGH A CURVE TO THE LEFT 209 FEET;

THENCE NORTHEASTERLY 30 FEET TO THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-25-COM;

THENCE EASTERLY 20 FEET TO THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-21-029;

THENCE NORTHEASTERLY 195 FEET TO THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-21-026;

THENCE NORTHERLY 21 FEET TO THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-21-026;

THENCE EASTERLY 180 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH BROADWAY;

THENCE SOUTHERLY 531 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH BROADWAY;

THENCE EASTERLY 130 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EAST ORCHARD ROAD, SAID POINT BEING THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-16-001;

THENCE EASTERLY ALONG SAID RIGHT-OF WAY 585 FEET TO THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-00-029;

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THENCE NORTHERLY 285 FEET TO THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-00-029;

THENCE WESTERLY 174 FEET;

THENCE SOUTHERLY 100 FEET;

THENCE WESTERLY 436 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH BROADWAY, SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-16-001;

THENCE NORTHERLY 638 FEET TO THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-00-004;

THENCE EASTERLY 301 FEET TO THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-00-004;

THENCE NORTHERLY 132 FEET TO THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-00-004;

THENCE EASTERLY 962 FEET TO THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-15-001;

THENCE NORTHERLY 296 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EAST LITTLETON BOULEVARD, SAID POINT BEING THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-15-001;

THENCE WESTERLY 1267 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH BROADWAY, SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-15-001;

THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY 725 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EAST POWERS AVENUE AND THE EAST RIGHT-OF-WAY LINE OF SOUTH BROADWAY, SAID POINT BEING THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-05-015;

THENCE EASTERLY 722 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH SHERMAN STREET, SAID POINT BEING THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-05-005;

THENCE NORTHERLY 147 FEET TO A PPOINT ON THE NORTHERLY RIGHT-OF-WAY OF SOUTH SHERMAN CIRCLE SAID POINT BEING THE SOUTHEASE PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-006;

THENCE WESTERLY 266 FEET TO A POINT ON THE EAST PROPERTY LINE OF ASSESSOR PARCEL NO. 2077-15-4-05-009;

THENCE NORTHERLY 98 FEET TO THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-05-009;

THENCE WESTERLY 456 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH BROADWAY, SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-05-001;

THENCE NORTHERLY 165 FEET TO THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-00-001;

THENCE EASTERLY 742 FEET TO THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-00-001; THENCE NORTHERLY 220 FEET TO THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-00-001;

THENCE WESTERLY 842 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH BROADWAY, SAID POINT BEING ON THE WEST PROPERTY LINE OF ASSESSOR PARCEL NO. 2077-15-3-00-012;

THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY 1073 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WEST RAFFERTY GARDENS AVENUE, SAID POINT BEING THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-2-00-001; 19 - F.

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THENCE WESTERLY 585 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH BANNOCK STREET, SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-2-16-004 AND THE **POINT OF BEGINNING**;

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCEL NUMBERS.

2077-15-2-00-001

2077-15-2-00-003

2077-15-2-00-005

2077-15-2-00-006

2077-15-2-00-007

2077-15-2-00-008

2077-15-2-00-009

2077-15-2-00-014

2077-15-2-14-001

2077-15-2-16-002

2077-15-2-16-004

2077-15-2-25-001

2077-15-3-00-007

2077-15-3-00-008

2077-15-3-00-010

2077-15-3-00-011

2077-15-3-00-012

2077-15-3-00-015

2077-15-3-01-001

2077-15-3-01-002

2077-15-3-01-003

2077-15-3-01-004 2077-15-3-01-005 2077-15-3-02-001 2077-15-3-02-002 2077-15-3-11-001 2077-15-3-11-004 2077-15-3-11-007 2077-15-3-11-013 2077-15-3-11-015 2077-15-3-11-016 2077-15-3-11-017 2077-15-3-11-018 2077-15-3-12-005 2077-15-3-12-006 2077-15-3-21-001 2077-15-3-21-017 2077-15-3-21-018 2077-15-3-21-019 12077-15-3-21-022 2077-15-3-21-023 2077-15-3-21-024 2077-15-3-21-025 2077-15-3-21-026 2077-15-3-21-027 2077-15-3-21-028 2077-15-3-21-029 2077-15-3-21-030 2077-15-4-00-001 2077-15-4-00-004 2077-15-4-00-009

 $(a_1,a_2) = (a_1)$

2077-15-4-00-029

2077-15-4-05-001

2077-15-4-05-003

2077-15-4-05-004

2077-15-4-05-005

2077-15-4-05-009

2077-15-4-05-013

2077-15-4-05-014

2077-15-4-05-015

2077-15-4-15-001

2077-15-4-16-001

EXCEPTING THEREFROM ALL STREETS, ALLEYS AND ROADWAYS CONTAINED IN THE ABOVE DESCRIPTION

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LEGAL DESCRIPTION – LITTLETON BOULEVARD URA

A TRACT OF LAND LOCATED IN SECTION 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH WINDERMERE STREET. SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-08-008;

THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE 780 FEET TO THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-09-020, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF WEST LITTLETON BOULEVARD;

THENCE SOUTHERLY 100 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WEST LITTLETON BOULEVARD, SAID POINT BEING THE NORTHWEST CORNER OF ASSESSOR PARCEL NO. 2077-16-4-22-014

THENCE SOUTHERLY CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH WINDERMERE STREET 1245 FEET TO THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-22-009, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF WEST SHEPPERD AVENUE;

THENCE EASTERLY 630 FEET TO THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-22-009, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH DATURA STREET;

THENCE NORTHERLY 300 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH DATURA STREET;

THENCE EASTERLY 60 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH DATURA STREET, SAID POINT BEING THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-21-027;

THENCE EASTERLY 580 FEET TO THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-21-025, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH GALLUP STREET;

THENCE NORTHERLY 990 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH GALLUP STREET;

THENCE EASTERLY 60 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH GALLUP STREET AND A POINT ON THE NORTH RIGHT-OF-WAY OF WEST LILLEY AVENUE, SAID POINT BEING THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-20-004;

THENCE EASTERLY 120 FEET TO THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-20-004;

THENCE NORTHERLY 131 FEET TO A COMMON PROPERTY CORNER TO ASSESSOR PARCEL NO. 2077-16-4-20-001 AND 2077-16-4-20-014;

THENCE EASTERLY 500 FEET TO THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-20-011;

THENCE NORTHERLY 219 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST LITTLETON BOULEVARD, SAID POINT BEING ON THE SOUTH PROPERTY LINE OF ASSESSOR PARCEL NO. 2077-16-4-14-022; THENCE EASTERLY 2595 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH BANNOCK STREET, SAID POINT BEING THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-10-011;

THENCE NORTHERLY 2340 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WEST RAFFERTY GARDENS AVENUE, SAID POINT BEING THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-2-13-004;

THENCE WESTERLY 758 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH DELAWARE STREET, SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-2-13-004;

THENCE SOUTHERLY 1745 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF WEST POWERS AVENUE AND A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH DELAWARE STREET, SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-09-001;

THENCE WESTERLY 60 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH DELAWARE STREET, SAID POINT BEING THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-08-019;

THENCE WESTERLY 218 FEET TO THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-08-012;

THENCE SOUTHERLY 153 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SOUTH FOX CIRCLE (CUL-DE-SAC) AND THE WEST PROPERTY LINE OF ASSESSOR PARCEL NO. 2077-15-3-08-017;

THENCE ALONG SAID RIGHT-OF-WAY, THROUGH A CURVE TO THE RIGHT 160 FEET TO THE NORTH PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-08-002;

THENCE WESTERLY 170 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH FOX STREET, SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-08-001;

THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY 108 FEET TO THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-08-001;

THENCE WESTERLY 60 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH FOX STREET, SAID POINT BEING THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-00-013;

THENCE WESTERLY 99 FEET TO A PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-00-013;

THENCE NORTHERLY 5 FEET TO THE NORTH PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-00-013;

THENCE WESTERLY 65 FEET TO THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-00-013;

THENCE SOUTHERLY 11 FEET TO THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-07-007;

THENCE WESTERLY 125 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH LAKEVIEW STREET, SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-07-007;

THENCE WESTERLY 60 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH LAKEVIEW STREET;

THENCE SOUTHERLY 110 FEET TO THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-06-012;

THENCE WESTERLY 250 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH HURON STREET, SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-06-009;

THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY 90 FEET;

THENCE WESTERLY 60 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH HURON STREET;

THENCE SOUTHERLY 90 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH HURON STREET, SAID POINT BEING THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-15-003;

THENCE WESTERLY 216 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH HICKORY CIRCLE (CUL-DE-SAC), SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-15-003;

THENCE NORTHWESTERLY 117 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH HICKORY CIRCLE, SAID POINT BEING THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-15-002;

THENCE WESTERLY 159 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH HICKORY STREET, SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-15-002;

THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY 165 FEET TO THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-14-011;

THENCE WESTERLY 1445 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH DATURA STREET, SAID POINT BEING THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-10-010;

THENCE NORTHERLY 75 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH DATURA STREET, SAID POINT BEING THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-10-018;

THENCE WESTERLY 520 FEET TO THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-09-006;

THENCE NORTHERLY 537 FEET TO THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-08-008;

THENCE WESTERLY 140 FEET TO THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-08-008 AND THE **POINT OF BEGINNING**;

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCEL NUMBERS.

2077-16-4-08-008 2077-16-4-09-001 2077-16-4-09-019

2077-16-4-09-004 2077-16-4-09-005 2077-16-4-09-006 2077-16-4-09-020 2077-16-4-09-021 2077-16-4-09-021 2077-16-4-10-008 2077-16-4-10-007 2077-16-4-10-018 2077-16-4-10-010 2077-16-4-10-018 2077-16-4-11-008 2077-16-4-11-009 2077-16-4-11-010 2077-16-4-11-011 2077-16-4-12-008 2077-16-4-12-021 2077-16-4-12-011 2077-16-4-12-022 2077-16-4-13-008 2077-16-4-13-018 2077-16-4-13-009 2077-16-4-13-017 2077-16-4-14-008 2077-16-4-14-022 2077-16-4-14-010 2077-16-4-14-011 2077-16-4-15-002 2077-16-4-15-003 2077-15-3-06-009 2077-15-3-06-010 2077-15-3-06-011 2077-15-3-06-012 2077-15-3-07-008 2077-15-3-00-014 2077-15-3-00-013 2077-15-3-00-004 2077-15-3-08-018 2077-15-3-08-004 2077-15-3-08-005 2077-15-3-08-006 2077-15-3-08-007 2077-15-3-08-008

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EXCEPTING THEREFROM PARCEL NUMBERS 2077-15-3-07-007 2077-16-4-11-012 2077-16-4-09-013 2077-16-4-29-015 2077-16-4-29-016 2077-16-4-29-017 2077-16-4-29-018

EXCEPTING THEREFROM ALL STREETS, ALLEYS AND ROADWAYS CONTAINED IN THE ABOVE DESCRIPTION