

DocuSign Envelope ID: D9E73DE6-3121-4291-93CC-7ED7377DCEDB

NON-EXCLUSIVE
ACCESS AGREEMENT

THIS NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT ("Access Easement Agreement"), made effective as of March 30, 2021, between the **CITY OF COMMERCE CITY**, a home rule municipal corporation of the State of Colorado ("Grantor"), whose legal address is 7887 E. 60th Avenue, Commerce City, Colorado 80022, and the **METRO WASTEWATER RECLAMATION DISTRICT**, a Title 32 special district and political subdivision of the State of Colorado (the "District"), whose legal address is 6450 York Street, Denver, Colorado 80229 (each a "Party," and collectively, the "Parties").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in the County of Adams, State of Colorado, more particularly described in a series of legal descriptions contained in Exhibit A, attached hereto and made a part hereof (the "Property"); and

WHEREAS, Grantor desires to grant to the District, a permanent, non-exclusive right for access, ingress and egress purposes, portions of the Property in the locations more particularly described in a series of legal descriptions contained in Exhibit B, attached hereto and made a part hereof (the "Access Easement Areas"), in accordance with the provisions of this Access Easement Agreement.

NOW, THEREFORE, in consideration for the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor and the District agree as follows:

1. For purposes of the Access Easement Agreement, Grantor is also known, and is one in the same as the City of Commerce City, Colorado; the City of Commerce City, a municipal corporation, the City of Commerce City, Colorado, a Colorado municipal corporation, the City of Commerce City, Colorado, a municipal corporation, and/or the City of Commerce City, a Colorado home rule municipality within the County of Adams and State of Colorado (all of which names are included in "Grantor").
2. Grantor hereby grants and conveys to the District, its successors and assigns, a perpetual, non-exclusive access easement for the purpose of access, ingress and egress on, over and through the Access Easement Areas. This access shall be subject to the terms and conditions of this Access Easement Agreement.
3. The District shall have and may exercise the right of ingress and egress in, to, over, through and across the entire Access Easement Areas described in Exhibit B at any and all times deemed necessary for the District and at all times convenient to exercise the rights granted herein. Access shall be allowed for personnel, materials, vehicles and equipment and may be used by the District, its employees, and its authorized agents and contractors. Access provided pursuant to this Agreement is to provide ingress and egress to and from other property, easements, facilities and equipment of the District.
4. The District shall have the right to construct and maintain an all-weather roadway of varying width, as needed in the opinion of the District, within the Access Easement Areas at the

DocuSign Envelope ID: D9E73DE6-3121-4291-93CC-7ED7377DCEDB

locations identified in Exhibit B, to allow the District access for vehicles, personnel and equipment, and such roadway shall be kept free of obstacles. Provided its use does not interfere with District activities and uses, the Grantor may also use any roadway constructed by the District pursuant to this Access Easement Agreement, and shall be responsible for any damage thereto that is caused by Grantor. Each Party will use any roadway constructed by the District pursuant to this Access Easement Agreement at its own risk and responsibility, subject to the terms of this IGA, as defined below, and this Access Easement Agreement. Any new roadway constructed by the District hereunder shall conform to the Grantor's trail standards contained in the District's Conditional Use Permit (CU-123-20) and the November 03, 2020, Intergovernmental Agreement between Grantor and the District ("IGA"). Alternatively, the District may, instead of constructing a new roadway, utilize the Grantor's existing roads, paths or trails within the Access Easement areas subject to the conditions of paragraph 4 of the Non-Exclusive Pipeline Easement Agreement between the parties dated March 30, 2021 ("Non-Exclusive Pipeline Easement Agreement"), in which case the District shall be responsible for any damage to such existing roads, paths or trails caused by the District.

a. The District will maintain safety barriers between any construction activities and equipment and any area accessible to the public in the Access Easement Areas.

b. After any construction or other operations by the District which disturb the surface of the Access Easement Areas or Property, the District will restore the general surface of the ground as nearly as may reasonably be done to the grade and condition it was in immediately prior to construction, except as necessarily modified to accommodate any roadway constructed by the District hereunder. Topsoil shall be replaced in cultivated and agricultural areas, and any excess earth resulting from installations by the District shall be removed from the Access Easement Areas and Property at the sole expense of the District. Revegetation will be in accordance with the stormwater management plan permit approved by Grantor and will be conducted as soon as possible or within the first available planting season. For a period of one (1) year following the restoration of the surface, unless a greater period is established in the storm water management plan permit, the District will maintain the surface elevation and quality of the soil by correcting any settling or subsidence that may occur as a result of the work done by the District.

c. During any exercise of its rights under this Access Easement Agreement that affects any of Grantor's roads, in addition to any requirements of a right-of-way permit, the IGA, and the Grantor's Conditional Use Permit (CU-123-20), the District will pay to Grantor stipulated damages with respect to Grantor's staff resources for an unauthorized road closure. Stipulated damages shall be payable in the amount of \$1,000 per day until the unauthorized road closure is re-opened or Grantor, in its sole discretion, accepts an alternate route. The Parties agree that such stipulated damages are reasonable and equitable and that Grantor's actual damages for such closure are not capable of calculation.

d. The District, in conducting any activity in or on the Access Easement Areas, shall comply with all applicable local, state or federal environmental rules, regulations, statutes, laws or orders (collectively "Environmental Requirements"), including but not

DocuSign Envelope ID: D9E73DE6-3121-4291-93CC-7ED7377DCEDE

limited to Environmental Requirements regarding the storage, use and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. For purposes of this Agreement, the term "Hazardous Materials" means substances, materials or waste, the generation, handling, storage, treatment or disposal of which is regulated by any local, state or federal government authority or laws, as a "hazardous waste," "hazardous material," "hazardous substance," "pollutant" or "contaminant" and including, without limitation, those designated as a "hazardous substance" under Section 311 or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Secs. 1321, 1317), defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6903), or defined as a "hazardous substance" under Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Sec. 9601), and, including, without limitation, petroleum products and byproducts, PCBs and asbestos. The District shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements relating to District's use of the Access Easement Areas. The District will notify Grantor and immediately if, during the course of any work pursuant to this Access Easement Agreement, the District or its contractors encounters any visible, odorous, or otherwise recognizable contamination of the Access Easement Areas.

5. Grantor shall neither cause nor permit the construction or placement of any improvement, structure, building, street light, power pole, yard light, mailbox, well, reservoir, trash receptacle, or sign, temporary or permanent, or any other improvement or obstruction, or the planting of any tree, woody plant or nursery stock, of any kind, on any part of the Access Easement Area that would impair or restrict the rights granted herein, without prior written approval from the District, which approval shall not be unreasonably withheld, conditioned or delayed. In making such an evaluation, the District will determine whether such placement or construction unreasonably interferes with the District's use of the Access Easement Area Property for the purposes identified in this Access Easement Agreement. Fences shall not impair access for vehicles, personnel and equipment through the length of the Access Easement Area. If any fences existing as of the date hereof are disturbed or destroyed by the District in the exercise of its rights hereunder shall be replaced by the District to their original condition as nearly as may reasonably be done, and an access gate will be installed across the width of the Access Easement Area and both Grantor and the District's locks can be placed on the gate if desired. Grantor shall not install or permit any new fences on the Access Easement Area that would impair or restrict the rights granted herein. Any prohibited use, obstruction or installation installed or constructed on the Access Easement Area as of, or after the date of this Agreement, including new utility installations not conforming to Paragraph 7 hereof, may be removed by the District without liability to the District for damages arising therefrom.

6. Grantor may authorize other utilities such as water, storm sewer, gas, electric, and telephone, to be installed in the Access Easement Area, provided that they do not interfere with the District's rights herein granted. Additionally, Grantor shall be allowed to use the Access Easement Area, provided that such actions do not unreasonably interfere with the District's rights herein granted. If Grantor accesses or otherwise uses any roadway or other improvement constructed by the District pursuant to this Agreement, Grantor shall be liable for any damage or necessary repairs caused by Grantor's use of the roads, except for normal wear.

DocuSign Envelope ID: D9E73DE6-3121-4291-93CC-7ED7377DCEDB

7. Grantor retains the right to the undisturbed use and occupancy of the Access Easement Areas and the Property insofar as such use and occupancy are subject to the restrictions of this Grantor's Conditional Use Permit, the IGA, and this Access Easement Agreement and any applicable access agreements between the Parties and are consistent with and do not impair or unreasonably interfere with any grant herein contained.

8. In connection with its exercise of the rights granted by this Access Easement Agreement, the District shall comply with all of Grantor's ordinances and regulations, along with the terms of its Conditional Use Permit, the IGA, and any other permit issued by Grantor with respect to the District's project.

9. The benefits and burdens of this Access Easement Agreement shall run with the land and shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto. However, the rights granted herein are without covenant of title or warranty of quiet possession of the Access Easement Areas. Grantor makes no representations or warranties as to its ownership of the Access Easement Areas or its authority to grant this Access Easement Agreement. Should Grantor vacate any public right of way adjacent to the current alignment of 96th Avenue being utilized by the District for access under this Access Easement Agreement, Grantor shall reserve an access easement with similar rights as granted in this Access Easement Agreement in its resolution or ordinance for vacating such public street or road.

10. The District shall make timely payments to all workmen, materialmen, suppliers, and subcontractors associated with its use of this Access Easement Agreement and its pipeline and facilities, and take all other action necessary or advisable to keep the Property free of liens of any type and character. The District will defend Grantor against any lien imposed or attempted to be imposed on the Property as a result of the District's use of this Access Easement Agreement. In connection with its exercise of the rights granted by this Access Easement Agreement, the District shall comply with all of Grantor's ordinances and regulations, along with the terms of the District's Conditional Use Permit and the IGA.

11. Should any one or more provisions of this Agreement be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Agreement, the intent being that the various sections and provisions hereof are severable. Further, any payment or other financial obligation of Grantor or the District hereunder, shall extend only to funds appropriated or otherwise lawfully made available by Grantor's City Council or the District Board, respectively, for the purpose of this Access Easement Agreement. Any payment or financial obligation hereunder shall be included in the proposed budget of the party subject to such obligation annually until paid. However, nothing in this section shall require the governing authority of such party to appropriate funds in accordance with such proposed budget.

12. The Parties understand and agree that the Grantor and the District, and each of their respective officers and employees are relying on, and do not waive or intend to waive the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 *et seq.*, C.R.S., as amended from time to time, or otherwise available to the Grantor and/or to the District, and each of their respective officers or employees.

DocuSign Envelope ID: D9E73DE6-3121-4291-93CC-7ED7377DCEDB

13. The District shall require all contractors and subcontractors performing work on or about the Access Easement Areas to take all necessary safety measures consistent with this Access Easement Agreement with respect to the construction and maintenance activities. The District shall, prior to entering upon the Access Easement Areas, obtain, keep in force and maintain or cause each of the District's prime contractors to maintain a policy of commercial general liability, combined single limit, bodily injury and property damage and liability insurance. This insurance policy shall be primary and non-contributing and shall insure the District and Grantor against all liability arising out of this Access Easement Agreement, with policy coverage amounts of not less than One Million Dollars per occurrence and Two Million Dollars in the aggregate. Not less than ten days prior to the District's entry on the Access Easement Areas, the District shall deliver to Grantor a certificate of insurance naming Grantor as an additional insured in accordance with the limits of this Section. In addition, the District shall maintain (or cause its contractors to maintain) worker's compensation insurance in conformity with applicable law.

14. Unless otherwise provided in this Access Easement Agreement, any notice to be given hereunder by either Party to the other shall be in writing and (i) delivered personally (such delivered notice to be effective on the date it is delivered), (ii) mailed by certified mail, postage prepaid (such mailed notice to be effective four (4) days after the date it is mailed), (iii) deposited with a reputable overnight courier service (such couriered notice to be effective one (1) day after the date it is mailed), (iv) sent by facsimile transmission (such facsimile notice to be effective on the date that confirmation of such facsimile transmission is received), with a confirmation notice also sent by way of one of the methods described in sub-paragraphs (i), (ii), or (iii) above, or (v) sent by electronic mail (such electronic mail notice to be effective on the date sent if sent prior to 5:00 P.M. in the time zone of the recipient's mailing address set forth immediately below, or otherwise one (1) day after being sent), with a confirmation notice also sent by way of one of the methods described in sub-paragraphs (i), (ii), or (iii) above), as follows:

Grantor:

The City of Commerce City
7887 E. 60th Avenue
Commerce City, Colorado 80022
Attn: Public Works Department
Phone:

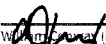
The District:

Metro Wastewater Reclamation
District
Director of Engineering
6450 York Street
Denver, CO 80229-7499
Phone: 303-286-3000

15. Should any one or more provisions of this Access Easement Agreement be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Agreement; the intent being that the various sections and provisions hereof are severable.

16. With the exception of the IGA and any provisions of the Non-Exclusive Pipeline Agreement incorporated herein, the above and foregoing constitutes the whole agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument. This Access

DocuSign Envelope ID: D9E73DE6-3121-4291-93CC-7ED7377DCEDB

By:  (Mar 30, 2021 14:26 MDT)

Date: 03/30/21

Print Name: William Conway

Authorized representative of the
Metro Wastewater Reclamation District

Address: Metro Wastewater Reclamation District
6450 York Street
Denver, CO 80229

Approved by:

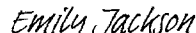
By:  (Mar 30, 2021 13:58 MDT)
District General Counsel

EXHIBIT A

1. An instrument entitled, Special Warranty Deed, recorded with the Adams County Clerk and Recorder on May 27, 2005 at Reception No. 20050527000564980.
2. An instrument entitled, BUFFALO MESA SUBDIVISION FILING NO. 1, recorded with the Adams County Clerk and Recorder on February 12, 2003 at Reception No. C1094594 in File 18, Map 849.
3. An instrument entitled, Warranty Deed, recorded with the Adams County Clerk and Recorder on April 10, 2013 at Reception No. 20130000300006.
4. An instrument entitled, BUCKLEY RANCH SUBDIVISION, recorded with the Adams County Clerk and Recorder on May 4, 2004 at Reception No. 20040504000312530.
5. An instrument entitled, FRONTERRA VILLAGE FILING NO. 3, recorded with the Adams County Clerk and Recorder on December 20, 2002 at Reception No. C1070335 in File 18, Map 816.
6. An instrument entitled, BUFFALO HIGHLANDS FILING NO. 1, recorded with the Adams County Clerk and Recorder on December 5, 2016 at Reception No. 2016000109618.
7. An instrument entitled, Deed, recorded with the Adams County Clerk and Recorder on August 27, 2007 at Reception No. 2007000082031.



Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581 / www.merrick.com

Job No.: 65319752-02
File: SDI-0229 (220,331) ACCESS.docx
Date: March 2, 2021

EXHIBIT B
PROPERTY DESCRIPTION

PARCEL SDI-0229

City of Commerce City, A Municipal Corporation

PARCEL A:

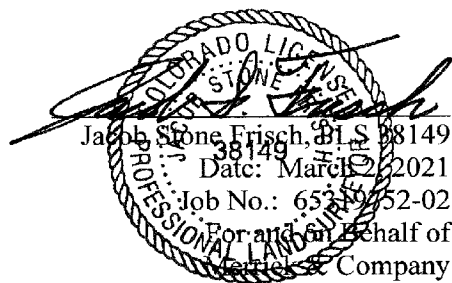
A Permanent Access Easement being a portion of a parcel of land described in Special Warranty Deed recorded May 27, 2005 at Reception No. 20050527000564980 in the Adams County Clerk and Recorder's Office, being in a portion of the Northwest Quarter of Section 6, Township 2 South, Range 66 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

COMMENCING at the West Quarter corner of said Section 6, whence the Northwest corner of said Section 6 bears N00°30'28"W a distance of 2,652.19 feet;
THENCE N88°22'07"E along the southerly line of said Northwest Quarter of Section 6 a distance of 1,393.92 feet to the **POINT OF BEGINNING PARCEL A;**

THENCE N54°51'25"E a distance of 190.52 feet;
THENCE N74°35'25"E a distance of 83.47 feet;
THENCE S20°24'55"E along an easterly line of a proposed sanitary sewer easement a distance of 20.08 feet;
THENCE S74°35'25"W a distance of 81.74 feet;
THENCE S54°50'20"W a distance of 156.77 feet;
THENCE S88°22'07"W along said southerly line of the Northwest Quarter of Section 6 a distance of 36.32 feet to the **POINT OF BEGINNING PARCEL A.**

Containing 5,130 net square feet (0.118 Acres), more or less.

TOGETHER WITH PARCEL B:

A circular professional seal for Jacob Stone Frisch, a Professional Land Surveyor in Colorado. The seal contains the text "COLORADO LICENSED SURVEYOR" and "PROFESSIONAL LAND SURVEYOR". The number "38149" is visible in the center. A signature is written across the seal.
Jacob Stone Frisch, BLS 38149
Date: March 2, 2021
Job No.: 65319752-02
For and on behalf of
Merrick & Company



MERRICK®

Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581 / www.merrick.com

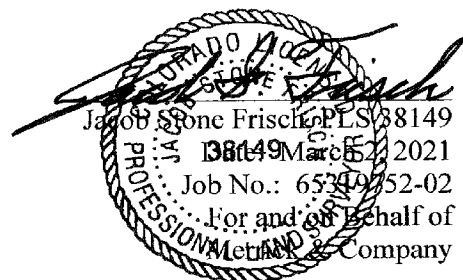
A Permanent Access Easement being a portion of TRACT M, BUFFALO MESA SUBDIVISION FILING NO. 1 according to the plat thereof recorded February 12, 2003 at Reception No. C1094594 in File 18, Map 849 of the Adams County Clerk and Recorder's Office, being in a portion of the Southwest Quarter of Section 8, Township 2 South, Range 66 West of the 6th Principle Meridian, County of Adams, State of Colorado being more particularly described as follows:

COMMENCING at the South Quarter Corner of said Section 8, whence the Southwest Corner of said Section 8 bears S89°19'37"W a distance of 2,653.92 feet;
THENCE N71°57'55"W a distance of 1,244.72 feet to the **POINT OF BEGINNING PARCEL B;**

THENCE S13°40'53"E along the westerly line of a proposed sanitary sewer easement, non-tangent with the following described curve a distance of 36.34 feet;
THENCE along the arc of a curve to the left, having a central angle of 76°30'08", a radius of 20.00 feet, a chord bearing N51°55'57"W a distance of 24.76 feet, and an arc distance of 26.70 feet;
THENCE S89°48'59"W tangent with the last and following described curves a distance of 190.55 feet;
THENCE along the arc of a curve to the left, having a central angle of 48°35'50", a radius of 30.00 feet, a chord bearing S65°31'04"W a distance of 24.69 feet, and an arc distance of 25.45 feet;
THENCE S41°13'09"W tangent with the last described curve a distance of 12.43 feet;
THENCE S88°32'34"W along a southerly line of said TRACT M a distance of 27.20 feet;
THENCE N41°13'09"E tangent with the following described curve a distance of 30.87 feet;
THENCE along the arc of a curve to the right, having a central angle of 48°35'50", a radius of 50.00 feet, a chord bearing N65°31'04"E a distance of 41.15 feet, and an arc distance of 42.41 feet;
THENCE N89°48'59"E tangent with the last described curve a distance of 201.52 feet to the **POINT OF BEGINNING PARCEL B.**

Containing 5,238 net square feet (0.120 Acres), more or less.

TOGETHER WITH PARCEL C:





MERRICK®

Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581 / www.merrick.com

A Permanent Access Easement being a portion of TRACT M, BUFFALO MESA SUBDIVISION FILING NO. 1 according to the plat thereof recorded February 12, 2003 at Reception No. C1094594 in File 18, Map 849 of the Adams County Clerk and Recorder's Office, being in a portion of the Southwest Quarter of Section 8, Township 2 South, Range 66 West of the 6th Principle Meridian, County of Adams, State of Colorado being more particularly described as follows:

COMMENCING at said South Quarter Corner of said Section 8;
THENCE N79°01'43"W a distance of 371.59 feet to the **POINT OF BEGINNING**
PARCEL C;

THENCE S89°19'37"W along a southerly most line of said TRACT M a distance of 20.87 feet;
THENCE N17°15'18"W a distance of 130.19 feet;
THENCE N04°27'27"E tangent with the following described curve a distance of 77.31 feet;
THENCE along the arc of a curve to the left, having a central angle of 98°17'49", a radius of 30.00 feet, a chord bearing N44°41'27"W a distance of 45.38 feet, and an arc distance of 51.47 feet;
THENCE S86°09'38"W tangent with the last and following described curves a distance of 187.13 feet;
THENCE along the arc of a curve to the right, having a central angle of 70°02'59", a radius of 230.00 feet, a chord bearing N58°48'52"W a distance of 264.01 feet, and an arc distance of 281.20 feet;
THENCE N23°47'23"W tangent with the last and following described curves a distance of 114.06 feet;
THENCE along the arc of a curve to the left, having a central angle of 76°41'36", a radius of 225.00 feet, a chord bearing N62°08'11"W a distance of 279.19 feet, and an arc distance of 301.17 feet;
THENCE S79°31'02"W tangent with the last described curve a distance of 52.98 feet;
THENCE N13°40'53"W along the easterly line of said proposed sanitary sewer easement a distance of 20.03 feet;
THENCE N79°31'02"E tangent with the following described curve a distance of 54.09 feet;
THENCE along the arc of a curve to the right, having a central angle of 76°41'36", a radius of 245.00 feet, a chord bearing S62°08'11"E a distance of 304.00 feet, and an arc distance of 327.94 feet;

Jacob Stone Frisch, D.S. 38149
March 8, 2021
Job No.: 65319752-02
For and on behalf of
Merrick & Company



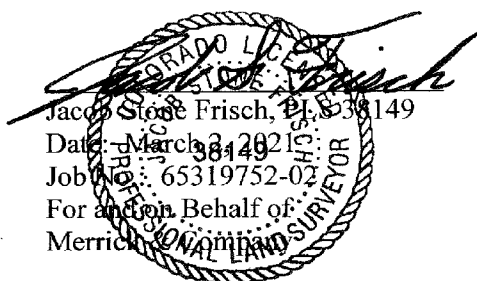
MERRICK®

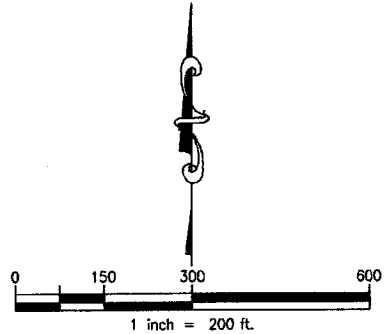
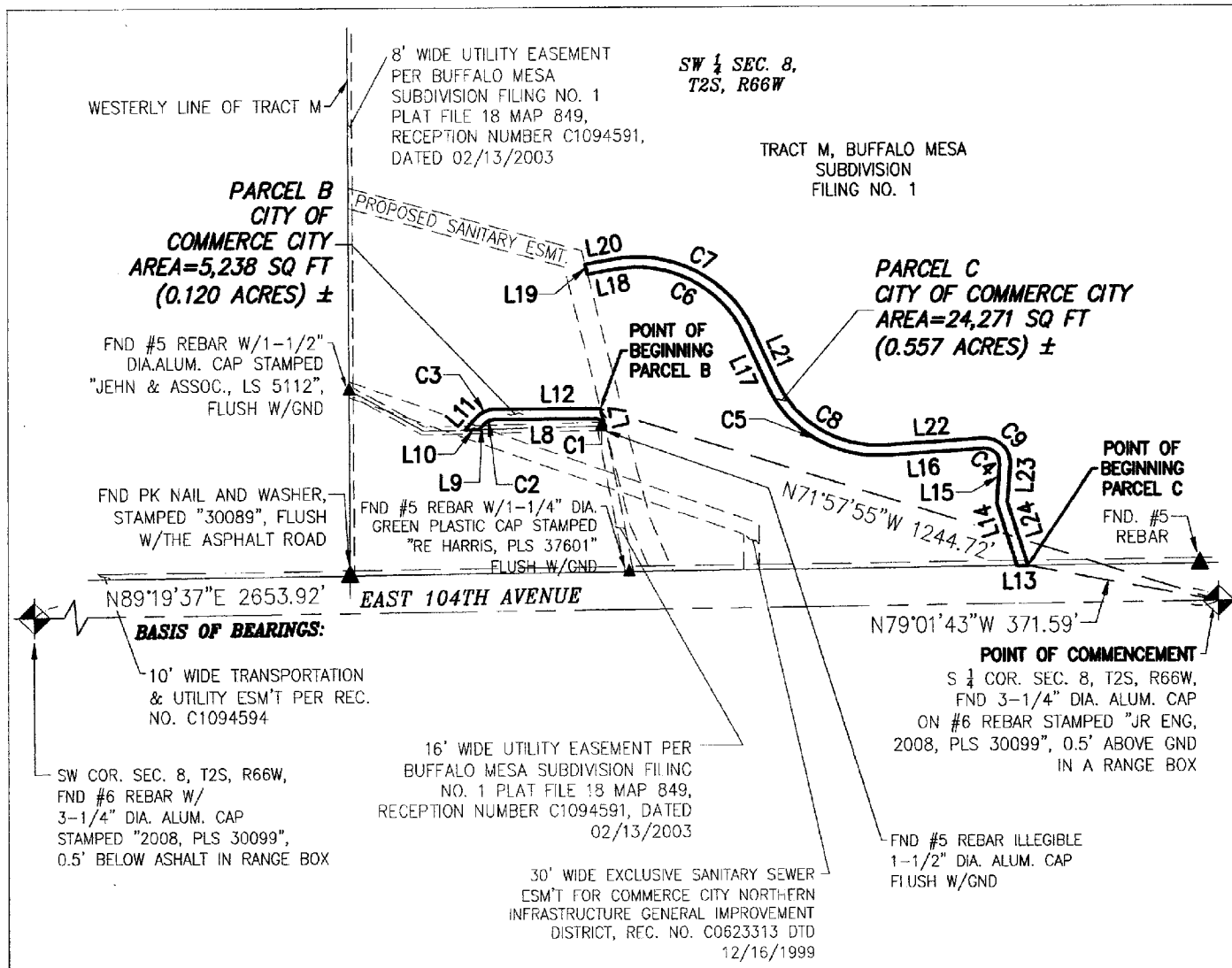
Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581 / www.merrick.com

THENCE S23°47'23"E tangent with the last and following described curves a distance of 114.06 feet;
THENCE along the arc of a curve to the left, having a central angle of 70°02'59", a radius of 210.00 feet, a chord bearing S58°48'52"E a distance of 241.05 feet, and an arc distance of 256.75 feet;
THENCE N86°09'38"E tangent with the last and following described curves a distance of 187.13 feet;
THENCE along the arc of a curve to the right, having a central angle of 98°17'49", a radius of 50.00 feet, a chord bearing S44°41'27"E a distance of 75.64 feet, and an arc distance of 85.78 feet;
THENCE S04°27'27"W tangent with the last described curve a distance of 73.47 feet;
THENCE S17°15'18"E a distance of 132.31 feet to the **POINT OF BEGINNING PARCEL C.**

Containing 24,271 net square feet (0.557 Acres), more or less.

Containing 34,639 gross square feet (0.795 Acres), more or less.





Jacob Stone Frisch, PLS 38149
 Date: March 2, 2021
 Job No. 263319752-02
 For and on Behalf of
 Merrick & Co. LAND SURVEYOR

NOTE
 This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

Dwg. CWS
 Ckd. JSF
 App. JSF

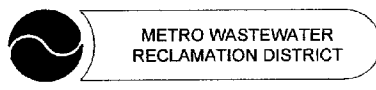


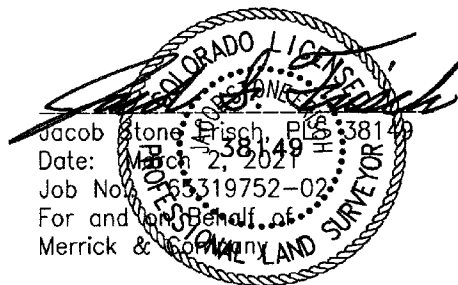
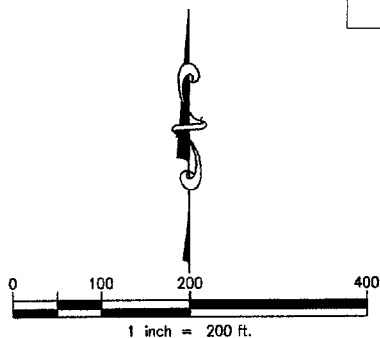
EXHIBIT B
 Parcel SDI-0229 Access
 Second Creek Interceptor

DATE: 03/2/2021
 DWG. NO. SDI-0229
 SH 6 OF 8

PARCEL B


CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	76° 30' 08"	20.00'	N51° 55' 57"W	24.76'	26.70'
C2	48° 35' 50"	30.00'	S65° 31' 04"W	24.69'	25.45'
C3	48° 35' 50"	50.00'	N65° 31' 04"E	41.15'	42.41'

Parcel Line Table		
Line #	Direction	Length
L7	S13° 40' 53"E	36.34
L8	S89° 48' 59"W	190.55
L9	S41° 13' 09"W	12.43
L10	S88° 32' 34"W	27.20
L11	N41° 13' 09"E	30.87
L12	N89° 48' 59"E	201.52



NOTE

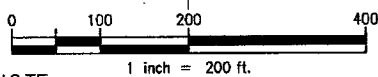
This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

Dwg. <u> CWS </u> Ckd. <u> JSF </u> App. <u> JSF </u>	 <div style="border: 1px solid black; border-radius: 15px; padding: 5px; display: inline-block;"> METRO WASTEWATER RECLAMATION DISTRICT </div>	EXHIBIT B Parcel SDI-0229 Access Second Creek Interceptor	DATE: 03/2/2021 <hr/> DWG. NO. SDI-0229 <hr/> SH 7 OF 8
---	--	--	---

PARCEL C

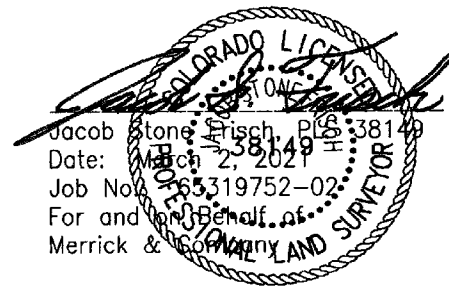
CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C4	98° 17' 49"	30.00'	N44° 41' 27"W	45.38'	51.47'
C5	70° 02' 59"	230.00'	N58° 48' 52"W	264.01'	281.20'
C6	76° 41' 36"	225.00'	N62° 08' 11"W	279.19'	301.17'
C7	76° 41' 36"	245.00'	S62° 08' 11"E	304.00'	327.94'
C8	70° 02' 59"	210.00'	S58° 48' 52"E	241.05'	256.75'
C9	98° 17' 49"	50.00'	S44° 41' 27"E	75.64'	85.78'


Parcel Line Table		
Line #	Direction	Length
L13	S89° 19' 37"W	20.87
L14	N17° 15' 18"W	130.19
L15	N4° 27' 27"E	77.31
L16	S86° 09' 38"W	187.13
L17	N23° 47' 23"W	114.06
L18	S79° 31' 02"W	52.98
L19	N13° 40' 53"W	20.03
L20	N79° 31' 02"E	54.09
L21	S23° 47' 23"E	114.06
L22	N86° 09' 38"E	187.13
L23	S4° 27' 27"W	73.47
L24	S17° 15' 18"E	132.31



NOTE

This exhibit does not represent a monumented survey. It is intended only to depict the attached description.



Dwg. <u> CWS </u> Ckd. <u> JSF </u> App. <u> JSF </u>	 <p>METRO WASTEWATER RECLAMATION DISTRICT</p>	<p>EXHIBIT B</p> <p>Parcel SDI-0229 Access</p> <p>Second Creek Interceptor</p>	DATE: 03/2/2021 DWG. NO. SDI-0229 SH 8 OF 8
---	---	---	---



Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581 / www.merrick.com

Job No.: 65319752-02
File: SDI-0229 (230,331) ACCESS.docx
Date: March 2, 2021

EXHIBIT B
PROPERTY DESCRIPTION
PARCEL SDI-0229 ACCESS
City of Commerce City, Colorado

Permanent Access Easements being a portion of a parcel of land described in Warranty Deed recorded April 10, 2013 at Reception No. 20130000300006 in the Adams County Clerk and Recorder's Office, being in a portion of the Southwest Quarter of Section 6, Township 2 South, Range 66 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

ACCESS A:

COMMENCING at the northeast corner of said Southwest Quarter of Section 6, whence the Northwest corner of said Southwest Quarter of Section 6 bears S88°22'07"W a distance of 2,653.41 feet;

THENCE S88°22'07"W along the northerly line of said Southwest Quarter of Section 6 a distance of 1,223.18 feet to the **POINT OF BEGINNING ACCESS A;**

THENCE S54°50'20"W a distance of 27.84 feet;

THENCE S41°28'51"W tangent with the following described curve a distance of 9.23 feet;

THENCE along the arc of a curve to the left, having a central angle of 103°14'18", a radius of 20.00 feet, a chord bearing S10°08'18"E a distance of 31.36 feet, and an arc distance of 36.04 feet;

THENCE S61°45'27"E tangent with the last described curve, non-tangent with the following described curve a distance of 17.33 feet;

THENCE along the arc of a curve to the right, having a central angle of 34°39'11", a radius of 155.76 feet, a chord bearing S43°21'00"E a distance of 92.78 feet, and an arc distance of 94.21 feet;

THENCE S26°01'15"E tangent with the last described curve a distance of 47.03 feet;

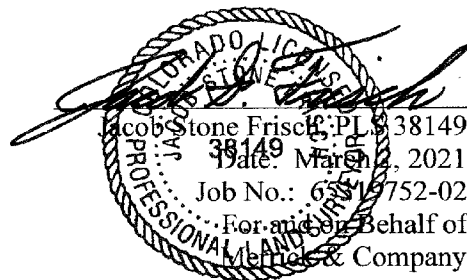
THENCE S28°10'37"E a distance of 91.75 feet;

THENCE S33°31'38"E a distance of 71.32 feet;

THENCE S23°44'01"E a distance of 49.92 feet;

THENCE S10°05'43"E a distance of 172.96 feet;

THENCE S12°00'17"E tangent with the following described curve a distance of 154.19 feet;





MERRICK®

Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581 / www.merrick.com

THENCE along the arc of a curve to the left, having a central angle of $26^{\circ}11'35''$, a radius of 326.00 feet, a chord bearing $S25^{\circ}06'04''E$ a distance of 147.74 feet, and an arc distance of 149.03 feet;
THENCE $S28^{\circ}11'28''W$ non-tangent with the last described curve, along a westerly line of a proposed sanitary sewer easement, tangent with the following described curve a distance of 47.56 feet;

THENCE along the arc of a curve to the left, having a central angle of $63^{\circ}46'30''$, a radius of 40.00 feet, a chord bearing $N03^{\circ}41'47''W$ a distance of 42.26 feet, and an arc distance of 44.52 feet;
THENCE along the arc of a curve to the right, having a central angle of $03^{\circ}14'05''$, a radius of 346.00 feet, a chord bearing $N33^{\circ}58'00''W$ a distance of 19.53 feet, and an arc distance of 19.53 feet;

THENCE the following two (2) courses along the westerly lines of said parcel of land described in Reception No. 20130000300006:

1. $N05^{\circ}56'19''E$ non-tangent with the last described curve a distance of 28.55 feet;
2. THENCE $N25^{\circ}47'18''W$ a distance of 127.51 feet;

THENCE $N12^{\circ}00'17''W$ a distance of 123.82 feet;

THENCE $N10^{\circ}05'43''W$ a distance of 170.90 feet;

THENCE $N23^{\circ}44'01''W$ a distance of 45.81 feet;

THENCE $N33^{\circ}31'38''W$ a distance of 70.54 feet;

THENCE $N28^{\circ}10'37''W$ a distance of 93.07 feet;

THENCE $N26^{\circ}01'15''W$ tangent with the following described curve a distance of 47.41 feet;

THENCE along the arc of a curve to the left, having a central angle of $34^{\circ}39'31''$, a radius of 135.74 feet, a chord bearing $N43^{\circ}21'01''W$ a distance of 80.86 feet, and an arc distance of 82.11 feet;

THENCE $N61^{\circ}45'27''W$ non-tangent with the last described curve, tangent with the following described curve a distance of 23.12 feet;

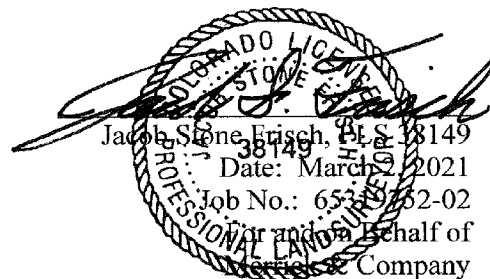
THENCE along the arc of a curve to the left, having a central angle of $56^{\circ}58'31''$, a radius of 30.00 feet, a chord bearing $S89^{\circ}45'18''W$ a distance of 28.62 feet, and an arc distance of 29.83 feet;

THENCE the following three (3) course along the westerly and northerly lines of parcel of land described in Reception No. 20130000300006:

1. $N25^{\circ}47'18''W$ non-tangent with the last described curve a distance of 23.63 feet;
2. THENCE $N41^{\circ}24'24''E$ a distance of 61.76 feet;
3. THENCE $N88^{\circ}22'07''E$ along said northerly line of the Southwest Quarter of Section 6 a distance of 36.32 feet to the **POINT OF BEGINNING ACCESS A**.

Containing 17,717 net square feet (0.407 Acres), more or less.

TOGETHER WITH ACCESS B:





MERRICK[®]

Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581 / www.merrick.com

COMMENCING at said northeast corner of the Southwest Quarter of Section 6;
THENCE S45°21'26"W a distance of 1,251.09 feet to the **POINT OF BEGINNING ACCESS B**;

THENCE along the arc of a curve to the left, having a central angle of 04°47'39", a radius of 326.00 feet, a chord bearing S48°04'31"E a distance of 27.27 feet, and an arc distance of 27.28 feet;
THENCE S50°28'20"E tangent with the last and following described curves a distance of 428.81 feet;

THENCE along the arc of a curve to the right, having a central angle of 67°59'26", a radius of 56.00 feet, a chord bearing S16°28'37"E a distance of 62.62 feet, and an arc distance of 66.45 feet;
THENCE S17°31'06"W tangent with the last and following described curves a distance of 236.32 feet;

THENCE along the arc of a curve to the right, having a central angle of 29°50'24", a radius of 46.00 feet, a chord bearing S32°26'18"W a distance of 23.69 feet, and an arc distance of 23.96 feet;

THENCE S47°21'30"W tangent with the last described curve a distance of 51.81 feet;
THENCE N24°25'30"W along an easterly line of said proposed sanitary sewer easement a distance of 21.06 feet;

THENCE N47°21'30"E tangent with the following described curve a distance of 42.03 feet;
THENCE along the arc of a curve to the left, having a central angle of 29°50'24", a radius of 38.00 feet, a chord bearing N32°26'18"E a distance of 19.57 feet, and an arc distance of 19.79 feet;
THENCE N17°31'06"E tangent with the last and following described curves a distance of 233.12 feet;

THENCE along the arc of a curve to the left, having a central angle of 67°59'26", a radius of 36.00 feet, a chord bearing N16°28'37"W a distance of 40.26 feet, and an arc distance of 42.72 feet;

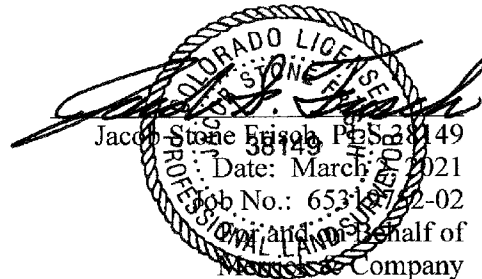
THENCE N50°28'20"W tangent with the last described curve a distance of 428.81 feet;
THENCE along the arc of a curve to the right, having a central angle of 03°50'19", a radius of 346.00 feet, a chord bearing N48°33'11"W a distance of 23.18 feet, and an arc distance of 23.18 feet;

THENCE N28°11'28"E non-tangent with the last described curve, along a southerly line of said proposed sanitary sewer easement a distance of 20.77 feet to the **POINT OF BEGINNING ACCESS B**.

Containing 16,249 net square feet (0.373 Acres), more or less.

TOGETHER WITH ACCESS C:

COMMENCING at the southeast corner of said Southwest Quarter of Section 6, whence the West Sixteenth corner of Sections 6 and 7 of said Section 6 bears S88°21'17"W a distance of 1,318.09 feet;





MERRICK®

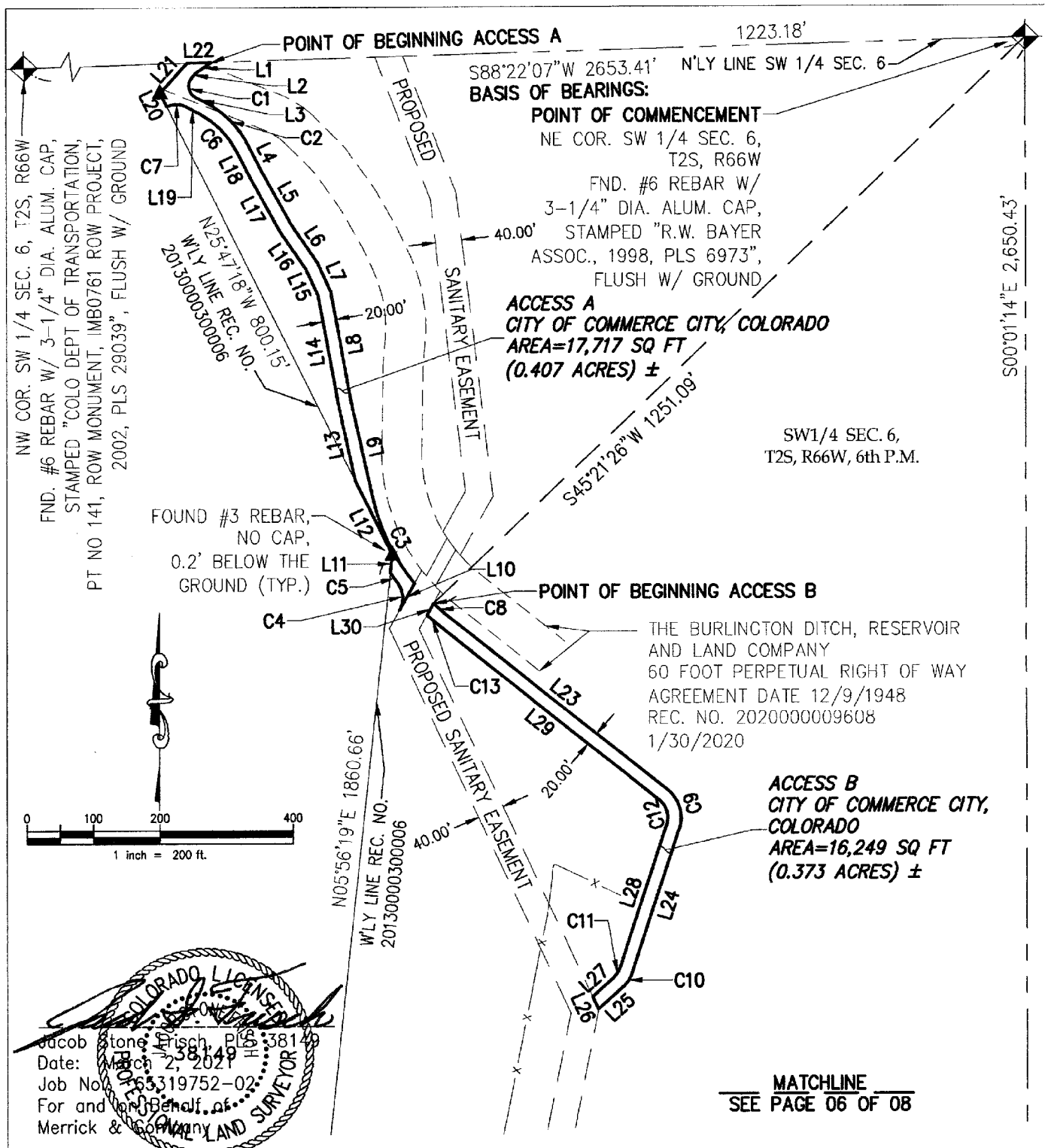
Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581 / www.merrick.com

THENCE N88°36'32"W a distance of 566.40 feet to the **POINT OF BEGINNING ACCESS C**;
THENCE S88°21'17"W along the southerly line of said parcel of land described in Reception No. 20130000300006, said line being 30.00 feet northerly of and parallel with the southerly line of said Southwest Quarter of Section 6 a distance of 20.45 feet;
THENCE N13°44'34"W tangent with the following described curve a distance of 14.72 feet;
THENCE along the arc of a curve to the left, having a central angle of 70°23'05", a radius of 26.00 feet, a chord bearing N48°56'06"W a distance of 29.97 feet, and an arc distance of 31.94 feet;
THENCE N84°07'39"W tangent with the last and following described curves a distance of 218.95 feet;
THENCE along the arc of a curve to the right, having a central angle of 18°59'51", a radius of 46.00 feet, a chord bearing N74°37'43"W a distance of 15.18 feet, and an arc distance of 15.25 feet;
THENCE the following two (2) courses along easterly lines of said proposed sanitary sewer easement:
1. N15°24'23"W non-tangent with the last described curve a distance of 11.14 feet;
2. THENCE N10°58'23"E non-tangent with the following described curve a distance of 14.18 feet;
THENCE along the arc of a curve to the left, having a central angle of 43°04'49", a radius of 26.00 feet, a chord bearing S62°35'14"E a distance of 19.09 feet, and an arc distance of 19.55 feet;
THENCE S84°07'39"E tangent with the last and following described curves a distance of 218.95 feet;
THENCE along the arc of a curve to the right, having a central angle of 70°23'05", a radius of 46.00 feet, a chord bearing S48°56'06"E a distance of 53.02 feet, and an arc distance of 56.51 feet;
THENCE S13°44'34"E tangent with the last described curve a distance of 19.01 feet to the **POINT OF BEGINNING ACCESS C**.

Containing 5,976 net square feet (0.137 Acres), more or less.

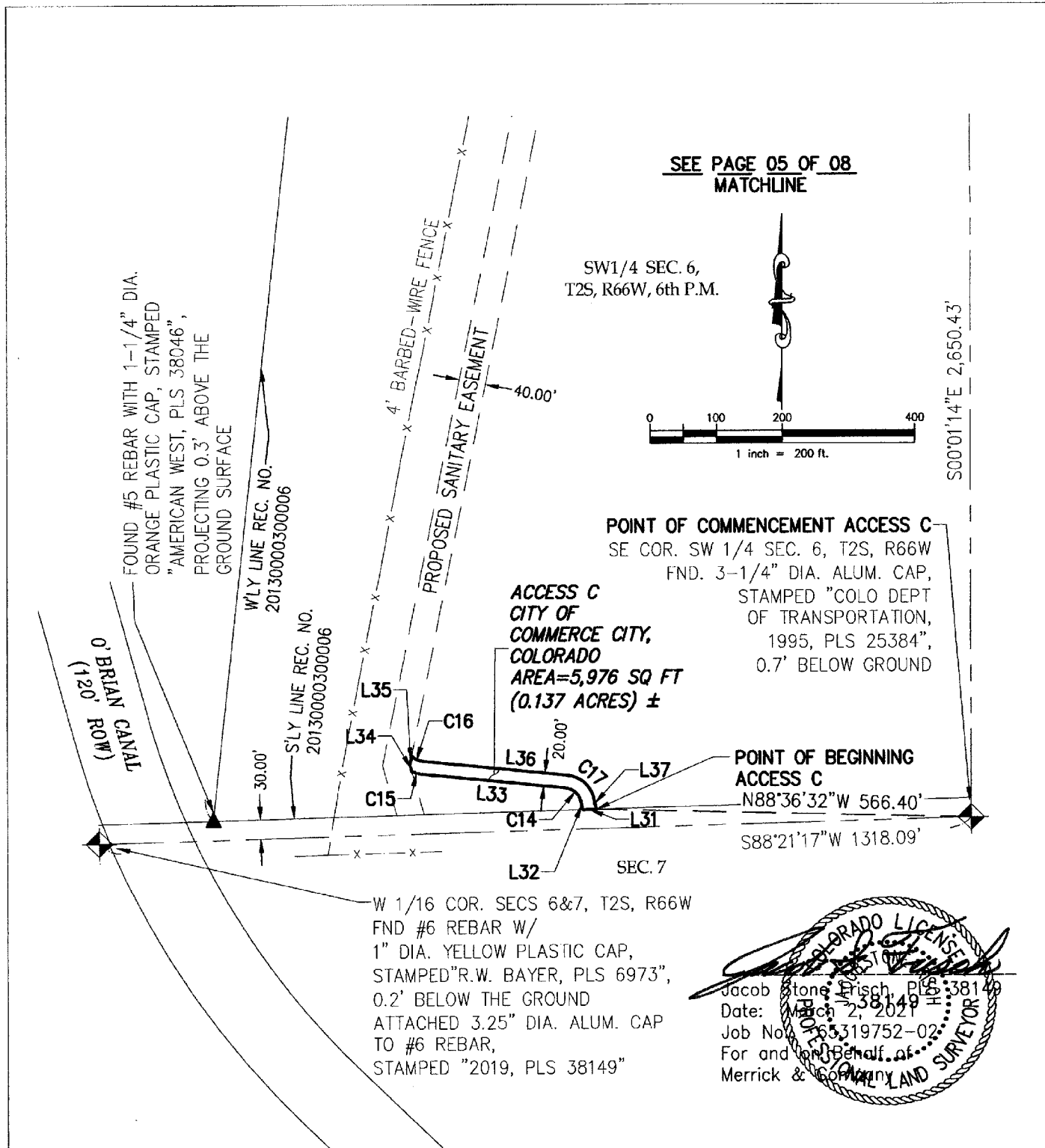
Containing 39,942 gross square feet (0.917 Acres), more or less.

Jacob Stone Frisch, P.E. S 38149
Date: March 22, 2021
Job No.: 65319752-02
For and on Behalf of
Merrick & Company

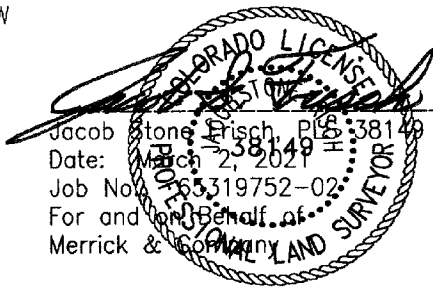


NOTE
 This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

Dwg. JSF	<p>METRO WASTEWATER RECLAMATION DISTRICT</p>	<p>EXHIBIT B</p> <p>Parcel SDI-0229 Access</p> <p>Second Creek Interceptor</p>	DATE: 3/02/2021
Ckd. CP			DWG. NO. SDI-229(230)Access
App. JSF			SH 5 OF 8



NOTE
 This exhibit does not represent a monumented survey. It is intended only to depict the attached description.



Dwg. JSF
 Ckd. CP
 App. JSF

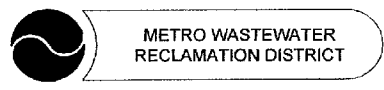
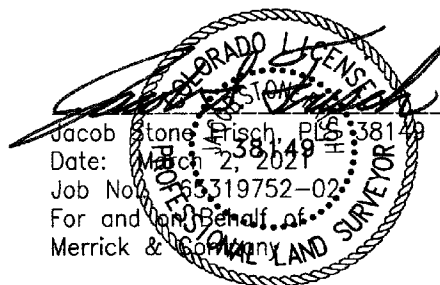


EXHIBIT B
 Parcel SDI-0229 Access
 Second Creek Interceptor

DATE:
3/02/2021
 DWG. NO.
SDI-229(230)Access
 SH 6 OF 8

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S54° 50' 20"W	27.84'
L2	S41° 28' 51"W	9.23'
L3	S61° 45' 27"E	17.33'
L4	S26° 01' 15"E	47.03'
L5	S28° 10' 37"E	91.75'
L6	S33° 31' 38"E	71.32'
L7	S23° 44' 01"E	49.92'
L8	S10° 05' 43"E	172.96'
L9	S12° 00' 17"E	154.19'
L10	S28° 11' 28"W	47.56'
L11	N5° 56' 19"E	28.55'
L12	N25° 47' 18"W	127.51'
L13	N12° 00' 17"W	123.82'
L14	N10° 05' 43"W	170.90'
L15	N23° 44' 01"W	45.81'
L16	N33° 31' 38"W	70.54'
L17	N28° 10' 37"W	93.07'
L18	N26° 01' 15"W	47.41'
L19	N61° 45' 27"W	23.12'
L20	N25° 47' 18"W	23.63'


LINE TABLE		
LINE #	BEARING	LENGTH
L21	N41° 24' 24"E	61.76'
L22	N88° 22' 07"E	36.32'
L23	S50° 28' 20"E	428.81'
L24	S17° 31' 06"W	236.32'
L25	S47° 21' 30"W	51.81'
L26	N24° 25' 30"W	21.06'
L27	N47° 21' 30"E	42.03'
L28	N17° 31' 06"E	233.12'
L29	N50° 28' 20"W	428.81'
L30	N28° 11' 28"E	20.77'
L31	S88° 21' 17"W	20.45'
L32	N13° 44' 34"W	14.72'
L33	N84° 07' 39"W	218.95'
L34	N15° 24' 23"W	11.14'
L35	N10° 58' 23"E	14.18'
L36	S84° 07' 39"E	218.95'
L37	S13° 44' 34"E	19.01'



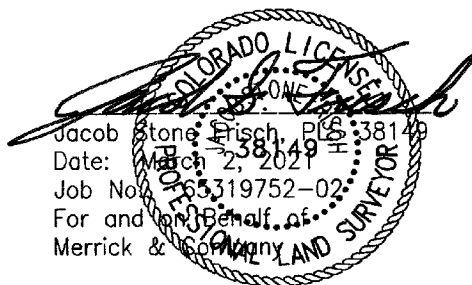
 Jacob Stone Frisch, PLS 38149
 Date: March 2, 2021
 Job No: 165319752-02
 For and on behalf of
 Merrick & Company LAND SURVEYOR

NOTE

This exhibit does not represent a monumented survey. It is intended only to depict the attached description.


Dwg. JSF	 METRO WASTEWATER RECLAMATION DISTRICT	EXHIBIT B Parcel SDI-0229 Access Second Creek Interceptor	DATE: 3/02/2021
Ckd. CP		DWG. NO. SDI-229(230)Access	
App. JSF		SH 7 OF 8	

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	103° 14' 18"	20.00'	S10° 08' 18"E	31.36'	36.04'
C2	34° 39' 11"	155.76'	S43° 21' 00"E	92.78'	94.21'
C3	26° 11' 35"	326.00'	S25° 06' 04"E	147.74'	149.03'
C4	63° 46' 30"	40.00'	N3° 41' 47"W	42.26'	44.52'
C5	3° 14' 05"	346.00'	N33° 58' 00"W	19.53'	19.53'
C6	34° 39' 31"	135.74'	N43° 21' 01"W	80.86'	82.11'
C7	56° 58' 31"	30.00'	S89° 45' 18"W	28.62'	29.83'
C8	4° 47' 39"	326.00'	S48° 04' 31"E	27.27'	27.28'
C9	67° 59' 26"	56.00'	S16° 28' 37"E	62.62'	66.45'
C10	29° 50' 24"	46.00'	S32° 26' 18"W	23.69'	23.96'
C11	29° 50' 24"	38.00'	N32° 26' 18"E	19.57'	19.79'
C12	67° 59' 26"	36.00'	N16° 28' 37"W	40.26'	42.72'
C13	3° 50' 19"	346.00'	N48° 33' 11"W	23.18'	23.18'
C14	70° 23' 05"	26.00'	N48° 56' 06"W	29.97'	31.94'
C15	18° 59' 51"	46.00'	N74° 37' 43"W	15.18'	15.25'
C16	43° 04' 49"	26.00'	S62° 35' 14"E	19.09'	19.55'
C17	70° 23' 05"	46.00'	S48° 56' 06"E	53.02'	56.51'


 Jacob Stone Frisch, PLS 38149
 Date: March 2, 2021
 Job No: 165319752-02
 For and on Behalf of
 Merrick & Company LAND SURVEYOR

NOTE

This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

Dwg. <u>JSF</u> Ckd. <u>CP</u> App. <u>JSF</u>	 <p>METRO WASTEWATER RECLAMATION DISTRICT</p>	<p>EXHIBIT B</p> <p>Parcel SDI-0229 Access Second Creek Interceptor</p>	DATE: 3/02/2021 DWG. NO. SDI-229(230)Access SH 8 OF 8
--	---	--	---



Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581 / www.merrick.com

Job No.: 65319752-02
File:SDI-0229 (234,282) ACCESS.docx
Date: March 2, 2021

EXHIBIT B
PROPERTY DESCRIPTION
PARCEL SDI-0229 ACCESS

The City of Commerce City, a Colorado municipal Corporation

A Permanent Access Easement being a portion of TRACT N, BUCKLEY RANCH SUBDIVISION, per the plat thereof recorded May 04, 2004 at Reception Number 20040504000312530 in the Adams County Clerk and Recorder's Office, being in a portion of the Northeast Quarter of Section 17, Township 2 South, Range 66 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

ACCESS A:

COMMENCING at the Center Quarter Corner of said Section 17, whence the North Quarter Corner of said Section 17 bears N00°16'15"E a distance of 2,657.55 feet;
THENCE N00°16'15"E along the westerly line of said Northeast Quarter of Section 17 a distance of 1,013.69 feet to the **POINT OF BEGINNING ACCESS A;**

THENCE continuing N00°16'15"E along said westerly line of the Northeast Quarter of Section 17 a distance of 25.68 feet;

THENCE N51°25'15"E tangent with the following described curve a distance of 9.08 feet;
THENCE along the arc of a curve to the right, having a central angle of 37°44'36", a radius of 50.00 feet, a chord bearing N70°17'33"E a distance of 32.34 feet, and an arc distance of 32.94 feet;
THENCE N89°09'51"E tangent with the last and following described curves a distance of 319.85 feet;

THENCE along the arc of a curve to the left, having a central angle of 16°38'44", a radius of 500.00 feet, a chord bearing N80°50'29"E a distance of 144.75 feet, and an arc distance of 145.26 feet;
THENCE N72°31'07"E tangent with the last described curve a distance of 79.89 feet;
THENCE S17°28'53"E along a line being thirty (30.00) feet easterly of and parallel with the westerly line of said TRACT N, also being along the easterly line of a 30.00 foot sanitary sewer easement as recorded January 26, 2000 at Reception Number C0635095, Book 6018 at Page 697 a distance of 192.58 feet;

Jacob Stone 68149 PLS 68149
Date: March 2, 2021
Job No.: 65319752-02
Attest: _____
Merrick & Company



MERRICK®

Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581 / www.merrick.com

THENCE N25°07'30"W tangent with the following described curve a distance of 147.88 feet;
THENCE along the arc of a curve to the left, having a central angle of 82°21'22", a radius of 30.00 feet, a chord bearing N66°18'12"W a distance of 39.50 feet, and an arc distance of 43.12 feet;
THENCE S72°31'07"W tangent with the last and following described curves a distance of 30.48 feet;
THENCE along the arc of a curve to the right, having a central angle of 16°38'44", a radius of 520.00 feet, a chord bearing S80°50'29"W a distance of 150.54 feet, and an arc distance of 151.07 feet;
THENCE S89°09'51"W tangent with the last and following described curves a distance of 319.85 feet;
THENCE along the arc of a curve to the left, having a central angle of 37°44'36", a radius of 30.00 feet, a chord bearing S70°17'33"W a distance of 19.41 feet, and an arc distance of 19.76 feet;
THENCE S51°25'15"W tangent with the last described curve a distance of 25.19 feet to the **POINT OF BEGINNING ACCESS A.**

Containing 13,967 net square feet, more or less.

TOGETHER WITH ACCESS B:

COMMENCING at said Center Quarter Corner of Section 17;

THENCE N63°46'45"E a distance of 938.15 feet to the **POINT OF BEGINNING ACCESS B;**

THENCE N17°28'53"W along a line being 70.00 feet easterly of and parallel with said westerly line of TRACT N a distance of 140.69 feet;

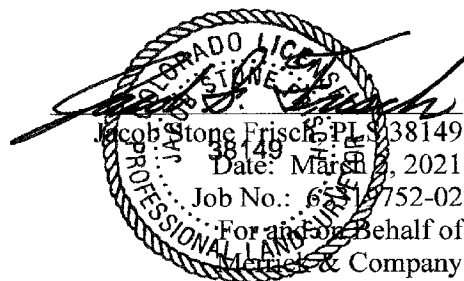
THENCE N09°18'30"W tangent with the following described curve a distance of 88.82 feet;

THENCE along the arc of a curve to the left, having a central angle of 20°14'50", a radius of 320.00 feet, a chord bearing N19°25'55"W a distance of 112.49 feet, and an arc distance of 113.08 feet;

THENCE N29°33'21"W tangent with the last described curve a distance of 42.06 feet;

THENCE N17°28'53"W along a line being 70.00 feet easterly of and parallel with said westerly line of TRACT N a distance of 95.61 feet;

THENCE S29°33'21"E tangent with the following described curve a distance of 135.55 feet;





Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581 / www.merrick.com

THENCE along the arc of a curve to the right, having a central angle of $20^{\circ}14'50''$, a radius of 340.00 feet, a chord bearing $S19^{\circ}25'55''E$ a distance of 119.53 feet, and an arc distance of 120.15 feet;
THENCE $S09^{\circ}18'30''E$ tangent with the last described curve a distance of 228.08 feet to the **POINT OF BEGINNING ACCESS B.**

Containing 7,277 net square feet, more or less.

TOGETHER WITH ACCESS C:

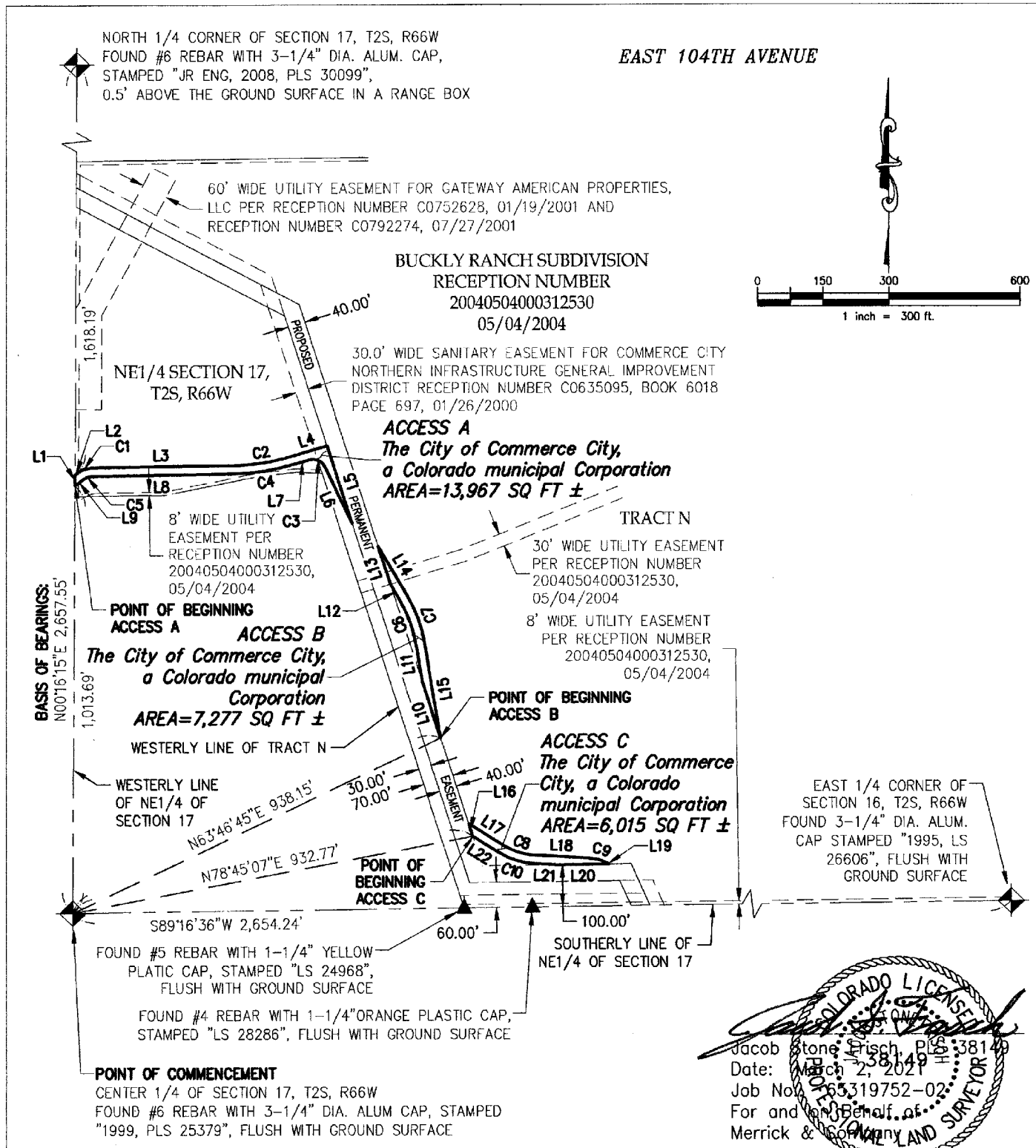
COMMENCING at said Center Quarter Corner of Section 17;
THENCE $N78^{\circ}45'07''E$ a distance of 932.77 feet to the **POINT OF BEGINNING ACCESS C;**

THENCE $N17^{\circ}28'53''W$ along a line being 70.00 feet easterly of and parallel with said westerly line of TRACT N a distance of 31.43 feet;
THENCE $S56^{\circ}59'38''E$ tangent with the following described curve a distance of 97.62 feet;
THENCE along the arc of a curve to the left, having a central angle of $29^{\circ}38'16''$, a radius of 135.00 feet, a chord bearing $S71^{\circ}48'46''E$ a distance of 69.06 feet, and an arc distance of 69.83 feet;
THENCE $S86^{\circ}37'54''E$ tangent with the last and following described curves a distance of 127.70 feet;
THENCE along the arc of a curve to the right, having a central angle of $26^{\circ}03'58''$, a radius of 100.00 feet, a chord bearing $S73^{\circ}35'55''E$ a distance of 45.10 feet, and an arc distance of 45.49 feet;
THENCE $S60^{\circ}33'56''E$ tangent with the last described curve a distance of 2.99 feet;
THENCE $S89^{\circ}16'36''W$ along a line being 100.00 feet northerly of and parallel with the southerly line of said Northeast Quarter of Section 17 a distance of 119.32 feet;
THENCE $N86^{\circ}37'54''W$ tangent with the following described curve a distance of 55.32 feet;
THENCE along the arc of a curve to the right, having a central angle of $29^{\circ}38'16''$, a radius of 155.00 feet, a chord bearing $N71^{\circ}48'46''W$ a distance of 79.29 feet, and an arc distance of 80.18 feet;
THENCE $N56^{\circ}59'38''W$ tangent with the last described curve a distance of 73.37 feet to the **POINT OF BEGINNING ACCESS C.**

Containing 6,015 net square feet, more or less.

Containing 27,259 gross square feet, more or less.

Jacob Stone Frisch, PLS 38149
Date: March 2, 2021
Job No.: 65319752-0
For and on Behalf of
Merrick & Company



NOTE
 This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

Dwg. ELZ		EXHIBIT B Parcel SDI-0229 ACCESS Second Creek Interceptor	DATE: 3/02/2021
Ckd. JSF			DWG. NO. SDI-0229(234,282) ACCESS
App. JSF			SH 4 OF 5

Jacob Stone Frisch, PLS 38149
 Date: March 2, 2021
 Job No: 65319752-02
 For and on Behalf of
 Merrick & COMPANY LAND SURVEYOR

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N0° 16' 15"E	25.68'
L2	N51° 25' 15"E	9.08'
L3	N89° 09' 51"E	319.85'
L4	N72° 31' 07"E	79.89'
L5	S17° 28' 53"E	192.58'
L6	N25° 07' 30"W	147.88'
L7	S72° 31' 07"W	30.48'
L8	S89° 09' 51"W	319.85'
L9	S51° 25' 15"W	25.19'
L10	N17° 28' 53"W	140.69'
L11	N9° 18' 30"W	88.82'

LINE TABLE		
LINE #	BEARING	LENGTH
L12	N29° 33' 21"W	42.06'
L13	N17° 28' 53"W	95.61'
L14	S29° 33' 21"E	135.55'
L15	S9° 18' 30"E	228.08'
L16	N17° 28' 53"W	31.43'
L17	S56° 59' 38"E	97.62'
L18	S86° 37' 54"E	127.70'
L19	S60° 33' 56"E	2.99'
L20	N89° 16' 36"E	119.32'
L21	N86° 37' 54"W	55.32'
L22	N56° 59' 38"W	73.37'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	37° 44' 36"	50.00'	N70° 17' 33"E	32.34'	32.94'
C2	16° 38' 44"	500.00'	N80° 50' 29"E	144.75'	145.26'
C3	82° 21' 22"	30.00'	N66° 18' 12"W	39.50'	43.12'
C4	16° 38' 44"	520.00'	S80° 50' 29"W	150.54'	151.07'
C5	37° 44' 36"	30.00'	S70° 17' 33"W	19.41'	19.76'
C6	20° 14' 50"	320.00'	N19° 25' 55"W	112.49'	113.08'
C7	20° 14' 50"	340.00'	S19° 25' 55"E	119.53'	120.15'
C8	29° 38' 16"	135.00'	S71° 48' 46"E	69.06'	69.83'
C9	26° 03' 58"	100.00'	S73° 35' 55"E	45.10'	45.49'
C10	29° 38' 16"	155.00'	N71° 48' 46"W	79.29'	80.18'

Jacob Stone Frisch, PLS #38149
 Date: March 2, 2021
 Job No. 63319752-02
 For and on Behalf of
 Merrick & Co. LAND SURVEYOR

NOTE
 This exhibit does not represent a monumented survey.

Dwg. <u>ELZ</u> Ckd. <u>JSF</u> App. <u>JSF</u>	 METRO WASTEWATER RECLAMATION DISTRICT	EXHIBIT B Parcel SDI-0229 ACCESS Second Creek Interceptor	DATE: 3/02/2021 DWG. NO. SDI-0229(234,282) ACCESS SH 5 OF 5
---	--	--	---



Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581 / www.merrick.com

Job No.: 65319752-02
File: \DWGS\Exhibits & Property Descriptions\SDI-0283 Access A-D.docx
Date: March 2, 2021

EXHIBIT B
PROPERTY DESCRIPTION
SDI-0229 ACCESS

City of Commerce City, a Colorado Municipal Corporation

Permanent Access Easements being portions of TRACT H, FRONTERRA VILLAGE FILING NO. 3, according to the plat thereof recorded December 20, 2002 at File 18 Map 816, Reception No. C1070335 in the Adams County Clerk and Recorder's Office, being in a portion of the Southeast Quarter of Section 17, Township 2 South, Range 66 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

ACCESS A:

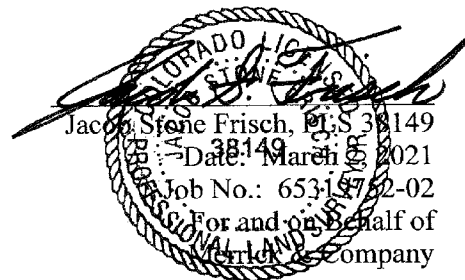
COMMENCING at the Center Quarter Corner of said Section 17, whence the East Quarter Corner of said Section 17 bears N89°16'36"E a distance of 2,654.24 feet;
THENCE S86°21'29"E a distance of 1,322.85 feet to the **POINT OF BEGINNING ACCESS A;**

THENCE S23°27'02"E along the westerly line of a proposed permanent sanitary sewer easement, non-tangent with the following described curve a distance of 274.27 feet;
THENCE along the arc of a curve to the right, having a central angle of 38°42'16", a radius of 370.00 feet, a chord bearing N25°34'08"W a distance of 245.22 feet, and an arc distance of 249.94 feet;
THENCE N06°13'00"W tangent with the last described curve a distance of 30.59 feet to the **POINT OF BEGINNING ACCESS A.**

Containing 4,680 net square feet, more or less.

TOGETHER WITH ACCESS B:

COMMENCING at said Center Quarter Corner of Section 17;
THENCE S73°51'06"E a distance of 1,580.35 feet to the **POINT OF BEGINNING ACCESS B;**





MERRICK®

Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581 / www.merrick.com

THENCE S63°27'06"E tangent with the following described curve a distance of 59.62 feet;
THENCE along the arc of a curve to the right, having a central angle of 21°52'17", a radius of 115.00 feet, a chord bearing S52°30'57"E a distance of 43.63 feet, and an arc distance of 43.90 feet;
THENCE S41°34'48"E tangent with the last and following described curves a distance of 19.31 feet;
THENCE along the arc of a curve to the right, having a central angle of 30°20'58", a radius of 315.00 feet, a chord bearing S26°24'19"E a distance of 164.91 feet, and an arc distance of 166.85 feet;
THENCE S11°13'51"E tangent with the last described curve a distance of 162.65 feet;
THENCE S23°46'11"E a distance of 23.87 feet;
THENCE S06°30'06"E a distance of 136.31 feet;
THENCE N23°27'02"W along the westerly line of a parcel of land described in Reception No. C0612528, recorded November 12, 1999 in the Adams County Clerk and Recorder's Office, said line also being the easterly line of said proposed sanitary sewer easement a distance of 68.80 feet;
THENCE the following two (2) courses along westerly lines of said TRACT H:
1. N06°30'09"W a distance of 67.64 feet;
2. THENCE N23°45'45"W a distance of 22.84 feet;
THENCE N11°13'51"W tangent with the following described curve a distance of 164.84 feet;
THENCE along the arc of a curve to the left, having a central angle of 30°20'58", a radius of 295.00 feet, a chord bearing N26°24'19"W a distance of 154.44 feet, and an arc distance of 156.26 feet;
THENCE N41°34'48"W tangent with the last and following described curves a distance of 19.31 feet;
THENCE along the arc of a curve to the left, having a central angle of 21°52'17", a radius of 95.00 feet, a chord bearing N52°30'57"W a distance of 36.04 feet, and an arc distance of 36.26 feet;
THENCE N63°27'06"W tangent with the last described curve a distance of 35.79 feet;
THENCE N23°27'02"W along said westerly line of that parcel of land described in Reception No. C0612528, and said easterly line of that proposed sanitary sewer easement a distance of 31.11 feet to the **POINT OF BEGINNING ACCESS B.**

Containing 11,160 net square feet, more or less.

TOGETHER WITH ACCESS C:

COMMENCING at the Southeast Corner of said Section 17, whence the South Quarter Corner of said Section 17 bears S89°04'32"W a distance of 2,659.36 feet;
THENCE N24°00'16"W a distance of 395.84 feet to the **POINT OF BEGINNING ACCESS C;**

Jacob Stone Frisch, P.L.S. 38149
Date: March 2, 2021
Job No.: 65319752-02
For and on Behalf of
Merrick & Company



MERRICK®

Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581 / www.merrick.com

THENCE N33°02'48"W along said westerly line of that parcel of land described in Reception No. C0612528, and said easterly line of that proposed sanitary sewer easement a distance of 42.46 feet;
THENCE N04°56'49"W tangent with the following described curve a distance of 42.53 feet;
THENCE along the arc of a curve to the left, having a central angle of 54°06'40", a radius of 149.00 feet, a chord bearing N32°00'09"W a distance of 135.55 feet, and an arc distance of 140.72 feet;
THENCE N59°03'29"W tangent with the last described curve a distance of 51.31 feet;
THENCE N33°02'48"W along said westerly line of that parcel of land described in Reception No. C0612528, and said easterly line of that proposed sanitary sewer easement a distance of 45.60 feet;
THENCE S59°03'29"E tangent with the following described curve a distance of 92.30 feet;
THENCE along the arc of a curve to the right, having a central angle of 54°06'40", a radius of 169.00 feet, a chord bearing S32°00'09"E a distance of 153.74 feet, and an arc distance of 159.61 feet;
THENCE S04°56'49"E tangent with the last described curve a distance of 79.99 feet to the **POINT OF BEGINNING ACCESS C.**

Containing 5,665 net square feet, more or less.

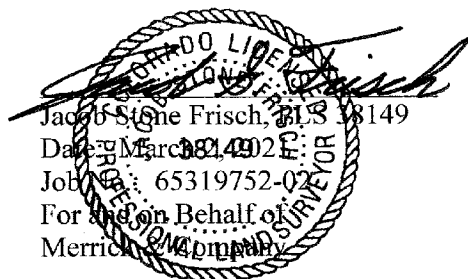
TOGETHER WITH ACCESS D:

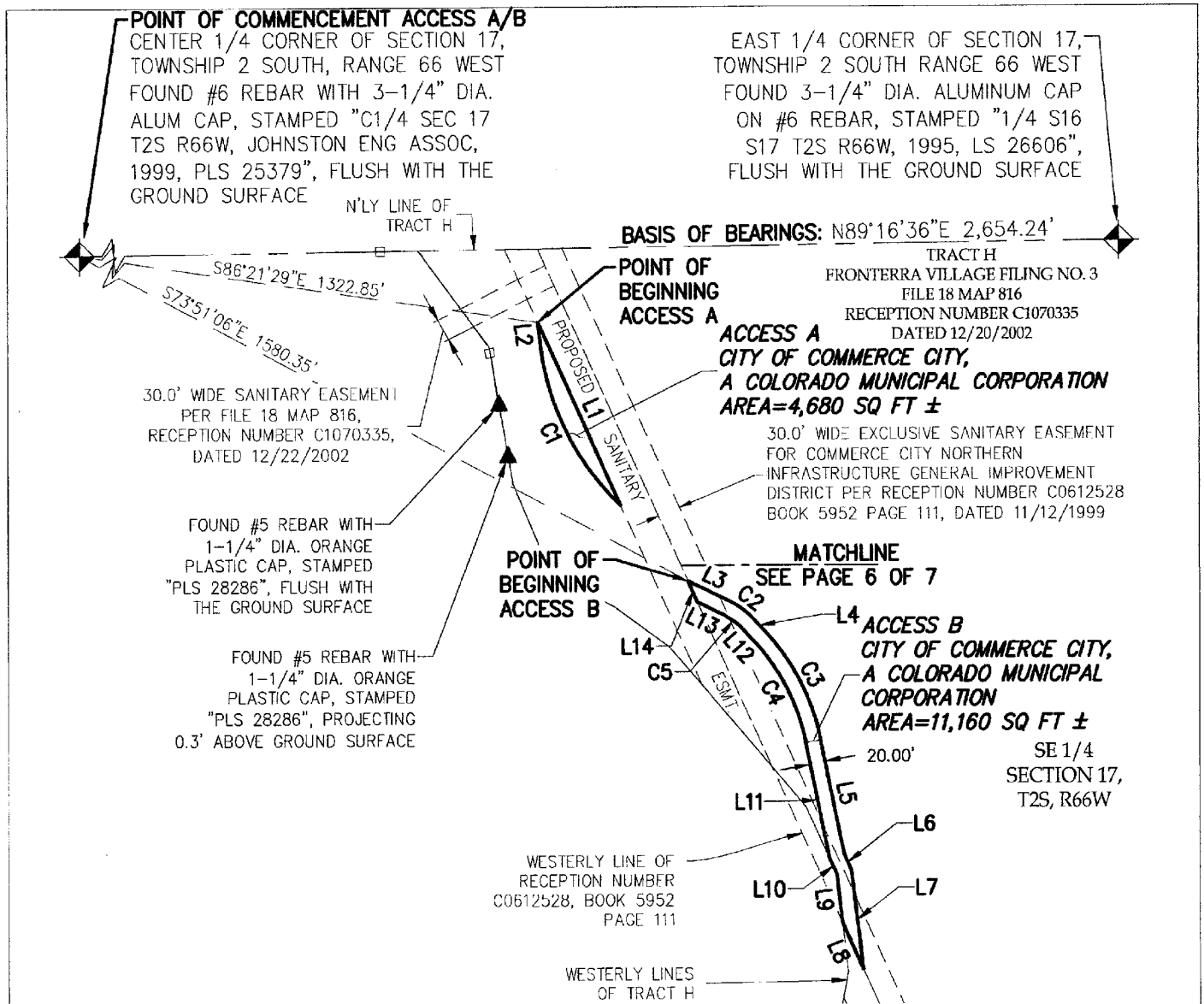
COMMENCING at said Southeast Corner of Section 17;
THENCE N49°49'37"W a distance of 243.40 feet to the **POINT OF BEGINNING ACCESS D;**

THENCE N14°02'57"W a distance of 69.97 feet;
THENCE N07°28'52"E a distance of 107.27 feet;
THENCE S33°02'48"E along said westerly line of a proposed permanent sanitary sewer easement a distance of 30.78 feet;
THENCE S07°28'52"W a distance of 80.07 feet;
THENCE S14°02'57"E to a distance of 70.83 feet;
THENCE S89°04'32"W along said southerly line of TRACT H a distance of 20.54 feet to the **POINT OF BEGINNING ACCESS D.**

Containing 3,281 net square feet, more or less.

Containing 24,786 gross square feet, more or less.


Jacob Stone Frisch, PLS 38149
Date: March 31, 2021
Job No.: 65319752-02
For and on Behalf of
Merrick & Company



POINT OF COMMENCEMENT ACCESS A/B
 CENTER 1/4 CORNER OF SECTION 17,
 TOWNSHIP 2 SOUTH, RANGE 66 WEST
 FOUND #6 REBAR WITH 3-1/4" DIA.
 ALUM CAP, STAMPED "C1/4 SEC 17
 T2S R66W, JOHNSTON ENG ASSOC,
 1999, PLS 25379", FLUSH WITH THE
 GROUND SURFACE

EAST 1/4 CORNER OF SECTION 17,
 TOWNSHIP 2 SOUTH RANGE 66 WEST
 FOUND 3-1/4" DIA. ALUMINUM CAP
 ON #6 REBAR, STAMPED "1/4 S16
 S17 T2S R66W, 1995, LS 26606",
 FLUSH WITH THE GROUND SURFACE

BASIS OF BEARINGS: $N89^{\circ}16'36"E$ 2,654.24'

TRACT H
 FRONTERRA VILLAGE FILING NO. 3
 FILE 18 MAP 816
 RECEPTION NUMBER C1070335
 DATED 12/20/2002

ACCESS A
 CITY OF COMMERCE CITY,
 A COLORADO MUNICIPAL CORPORATION
 AREA=4,680 SQ FT ±

30.0' WIDE EXCLUSIVE SANITARY EASEMENT
 FOR COMMERCE CITY NORTHERN
 INFRASTRUCTURE GENERAL IMPROVEMENT
 DISTRICT PER RECEPTION NUMBER C0612528
 BOOK 5952 PAGE 111, DATED 11/12/1999

30.0' WIDE SANITARY EASEMENT
 PER FILE 18 MAP 816,
 RECEPTION NUMBER C1070335,
 DATED 12/22/2002

FOUND #5 REBAR WITH
 1-1/4" DIA. ORANGE
 PLASTIC CAP, STAMPED
 "PLS 28286", FLUSH WITH
 THE GROUND SURFACE

FOUND #5 REBAR WITH
 1-1/4" DIA. ORANGE
 PLASTIC CAP, STAMPED
 "PLS 28286", PROJECTING
 0.3' ABOVE GROUND SURFACE

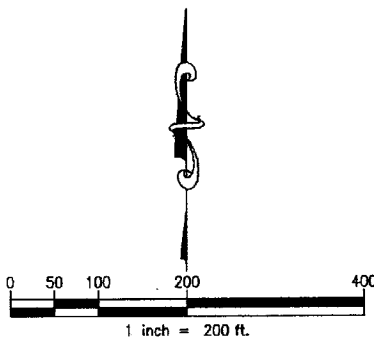
POINT OF BEGINNING ACCESS B
MATCHLINE
 SEE PAGE 6 OF 7

ACCESS B
 CITY OF COMMERCE CITY,
 A COLORADO MUNICIPAL CORPORATION
 AREA=11,160 SQ FT ±

SE 1/4
 SECTION 17,
 T2S, R66W

WESTERLY LINE OF
 RECEPTION NUMBER
 C0612528, BOOK 5952
 PAGE 111

WESTERLY LINES
 OF TRACT H



Colorado License
 Jacob Stone Frisch, PLS 38149
 Date: March 2, 2021
 Job No: 65319752-02
 For and on behalf of
 Merrick & Company LAND SURVEYOR

NOTE

This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

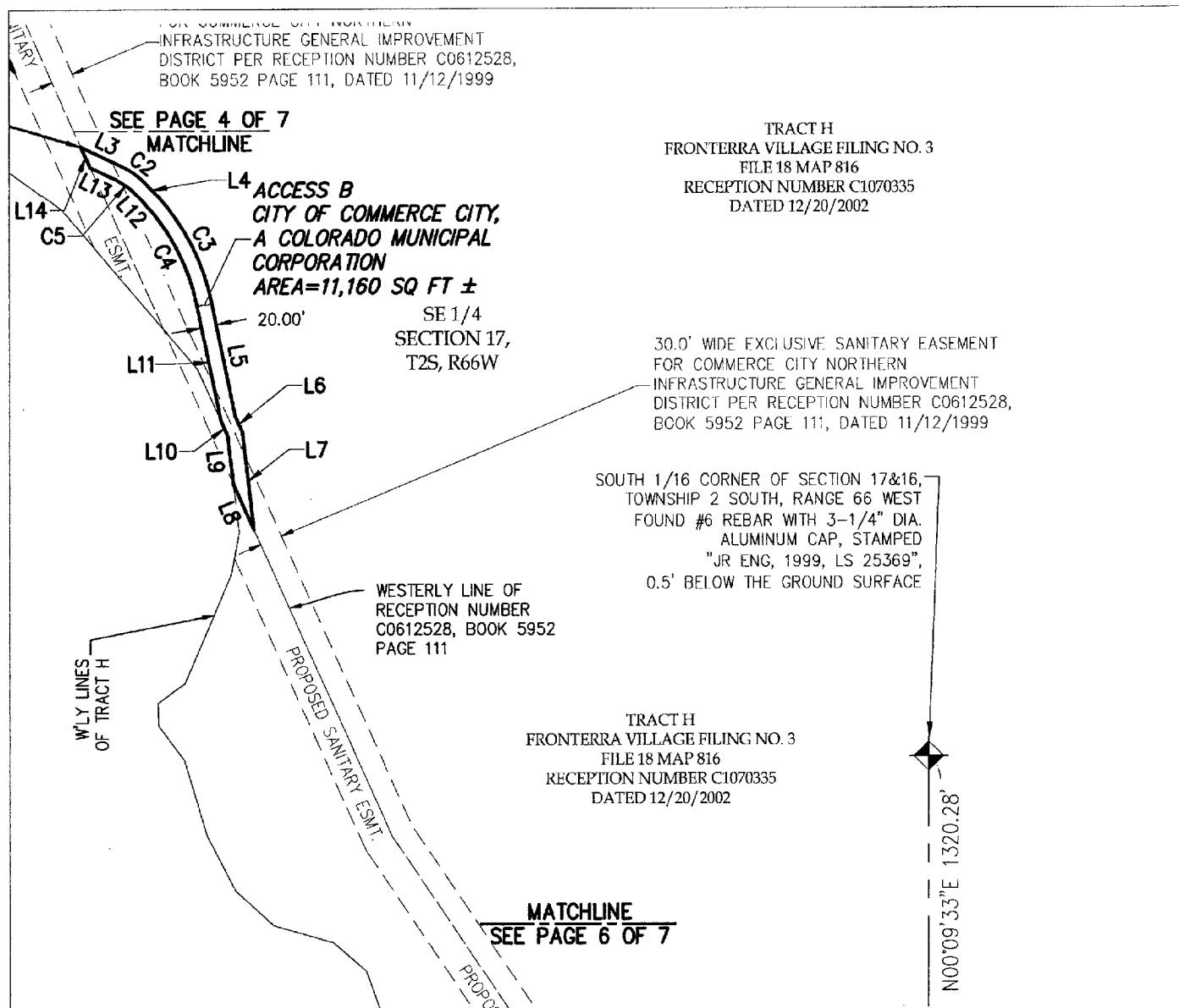
Dwg. ACC/GAG
 Ckd. JSF
 App. JSF



METRO WASTEWATER
 RECLAMATION DISTRICT

Exhibit B Access
 Parcel SDI-0229
 Second Creek Interceptor

DATE:
 03/02/2021
 DWG. NO.
 SDI-0283_ACCESS
 SH 4 OF 8



W'LY LINES OF TRACT H

WESTERLY LINE OF RECEPTION NUMBER C0612528, BOOK 5952 PAGE 111

TRACT H
 FRONTERRA VILLAGE FILING NO. 3
 FILE 18 MAP 816
 RECEPTION NUMBER C1070335
 DATED 12/20/2002

30.0' WIDE EXCLUSIVE SANITARY EASEMENT FOR COMMERCE CITY NORTHERN INFRASTRUCTURE GENERAL IMPROVEMENT DISTRICT PER RECEPTION NUMBER C0612528, BOOK 5952 PAGE 111, DATED 11/12/1999

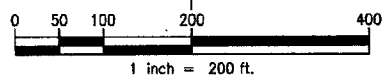
SOUTH 1/16 CORNER OF SECTION 17&16, TOWNSHIP 2 SOUTH, RANGE 66 WEST FOUND #6 REBAR WITH 3-1/4" DIA. ALUMINUM CAP, STAMPED "JR ENG, 1999, LS 25369", 0.5' BELOW THE GROUND SURFACE

TRACT H
 FRONTERRA VILLAGE FILING NO. 3
 FILE 18 MAP 816
 RECEPTION NUMBER C1070335
 DATED 12/20/2002

N00°09'35"E 1320.28'


MATCHLINE
 SEE PAGE 6 OF 7

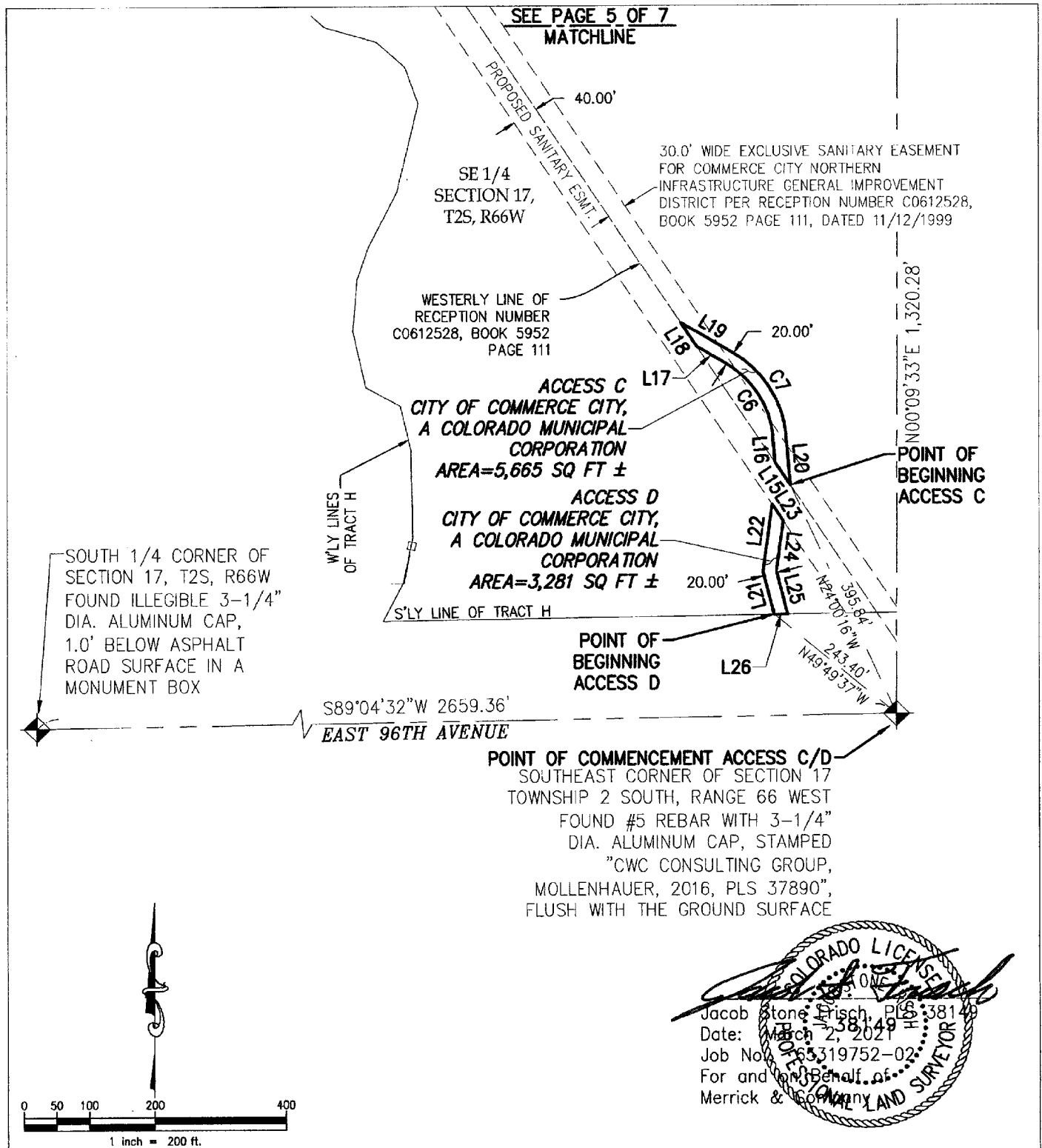
SEE PAGE 4 OF 7
 MATCHLINE




Jacob Stone Trisch
 COLORADO LICENSED SURVEYOR
 No. 38149
 Date: March 2, 2021
 Job No. 65319752-02
 For and on Behalf of Merrick & Company LAND SURVEYOR

NOTE
 This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

Dwg. ACC/GAG Ckd. JSF App. JSF	 METRO WASTEWATER RECLAMATION DISTRICT	Exhibit B Parcel SDI-0229 Access Second Creek Interceptor	DATE: 03/02/2021 DWG. NO. SDI-0283_ACCESS SH 5 OF 7
--------------------------------------	---	---	---



NOTE
 This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

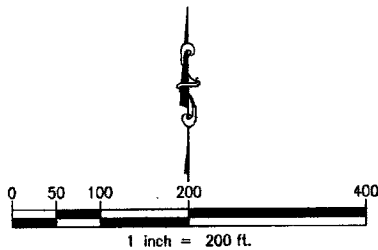
Dwg. <u>ACC/GAG</u> Ckd. <u>JSF</u> App. <u>JSF</u>	 METRO WASTEWATER RECLAMATION DISTRICT	Exhibit B Parcel SDI-0229 Access Second Creek Interceptor	DATE: 03/02/2021 DWG. NO. SDI-0283_ACCESS SH 6 OF 7
---	---	---	---

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S23°27'02"E	274.27'
L2	N6°13'00"W	30.59'
L3	S63°27'06"E	59.62'
L4	S41°34'48"E	19.31'
L5	N11°13'51"W	162.65'
L6	S23°46'11"E	23.87'
L7	S6°30'06"E	136.31'
L8	N23°27'02"W	68.80'
L9	N6°30'09"W	67.64'

LINE TABLE		
LINE #	BEARING	LENGTH
L10	N23°45'45"W	22.84'
L11	N11°13'51"W	164.84'
L12	N41°34'48"W	19.31'
L13	N63°27'06"W	35.79'
L14	N23°27'02"W	31.11'
L15	N33°02'48"W	42.46'
L16	N4°56'49"W	42.53'
L17	N59°03'29"W	51.31'
L18	N33°02'48"W	45.60'

LINE TABLE		
LINE #	BEARING	LENGTH
L19	S59°03'29"E	92.30'
L20	S4°56'49"E	79.99'
L21	N14°02'57"W	69.97'
L22	N7°28'52"E	107.27'
L23	S33°02'48"E	30.78'
L24	S7°28'52"W	80.07'
L25	S14°02'57"E	70.83'
L26	S89°04'32"W	20.54'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	38°42'16"	370.00'	N25°34'08"W	245.22'	249.94'
C2	21°52'17"	115.00'	S52°30'57"E	43.63'	43.90'
C3	30°20'58"	315.00'	S26°24'19"E	164.91'	166.85'
C4	30°20'58"	295.00'	N26°24'19"W	154.44'	156.26'
C5	21°52'17"	95.00'	N52°30'57"W	36.04'	36.26'
C6	54°06'40"	149.00'	N32°00'09"W	135.55'	140.72'
C7	54°06'40"	169.00'	S32°00'09"E	153.74'	159.61'



Jacob Stone Frisch, PLS 38149
 Date: March 2, 2021
 Job No. 165319752-02
 For and on behalf of Merrick & Company, LAND SURVEYOR

NOTE

This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

Dwg. <u>ACC/GAG</u> Ckd. <u>JSF</u> App. <u>JSF</u>	METRO WASTEWATER RECLAMATION DISTRICT	Exhibit B Parcel SDI-0229 Access Second Creek Interceptor	DATE: 03/02/2021 DWG. NO. SDI-0283_ACCESS SH 7 OF 7
---	--	--	---



MERRICK
PROPERTY SURVEYING & ENGINEERING

Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581 / www.merrick.com

Job No.: 65319752-02
File: SDI-0229 (267,291,365) ACCESS.docx
Date: March 2, 2021

EXHIBIT B
PROPERTY DESCRIPTION
PARCEL SDI-0229 ACCESS

City of Commerce City, a Municipal Corporation

A Permanent Sanitary Sewer Easement being a portion of TRACT G and a portion of TRACT H, BUFFALO HIGHLANDS FILING NO. 1 according to the plat thereof recorded December 15, 2016 at Reception Number 2016000109618 in the Adams County Clerk and Recorder's Office, being in the West Half of Section 21, Township 2 South, Range 66 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

ACCESS A:

COMMENCING at the Northwest corner of said Section 21, whence the West Quarter corner of said Section 21 bears S00°12'07"W a distance of 2667.13 feet;
THENCE S00°12'07"W along the westerly line of said West Half of Section 21 a distance of 89.65 feet to the **POINT OF BEGINNING ACCESS A;**

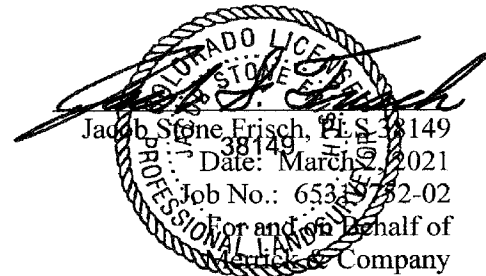
THENCE N89°49'23"E tangent with the following described curve a distance of 217.70 feet;
THENCE along the arc of a curve to the right having a central angle of 26°14'04", a radius of 33.50 feet, a chord bearing S77°03'35"E a distance of 15.21 feet, and an arc distance of 15.34 feet;

THENCE S63°56'33"E tangent with the last described curve, non-tangent with the following described curve a distance of 51.21 feet;

THENCE along the southerly line of said TRACT H, along the arc of a curve to the right having a central angle of 01°57'02", a radius of 890.00 feet, a chord bearing S74°44'57"W a distance of 30.30 feet, and an arc distance of 30.30 feet;

THENCE N63°56'33"W non-tangent with the last described curve, tangent with the following described curve a distance of 28.45 feet;

THENCE along the arc of a curve to the left having a central angle of 26°14'04", a radius of 13.50 feet, a chord bearing N77°03'35"W a distance of 6.13 feet, and an arc distance of 6.18 feet;





MERRICK®

Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581 / www.merrick.com

THENCE S89°49'23"W a distance of 217.83 feet;
THENCE N01°12'07"E along said westerly line of the West Half of Section 21 a distance of 20.00 feet to the **POINT OF BEGINNING ACCESS A.**

Containing 5,370 net square feet (0.123 Acres), more or less.

TOGETHER WITH ACCESS B:

COMMENCING at said Northwest corner of Section 21;
THENCE S00°12'07"W along said westerly line of the West Half of Section 21 a distance of 393.19 feet to the **POINT OF BEGINNING ACCESS B;**

THENCE N89°59'54"E tangent with the following described curve a distance of 39.61 feet;
THENCE along the arc of a curve to the left having a central angle of 48°26'02", a radius of 25.00 feet, a chord bearing N65°46'53"E a distance of 20.51 feet, and an arc distance of 21.13 feet;

THENCE N41°33'52"E tangent with the last described curve, non-tangent with the following described curve a distance of 165.46 feet;

THENCE along the northerly line of said TRACT G, along the arc of a curve to the left having a central angle of 01°46'29", a radius of 1010.00 feet, a chord bearing N81°18'20"E a distance of 31.28 feet, and an arc distance of 31.28 feet;

THENCE S41°33'52"W non-tangent with the last described curve, tangent with the following described curve a distance of 189.52 feet;

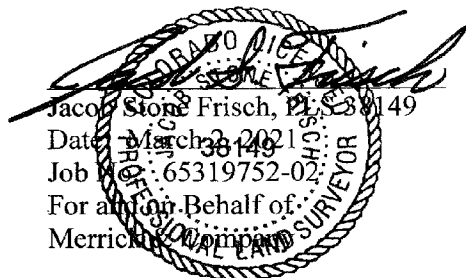
THENCE along the arc of a curve to the right having a central angle of 48°26'02", a radius of 45.00 feet, a chord bearing S65°46'53"W a distance of 36.92 feet, and an arc distance of 38.04 feet;

THENCE S89°59'54"E tangent with the last described curve a distance of 39.68 feet;

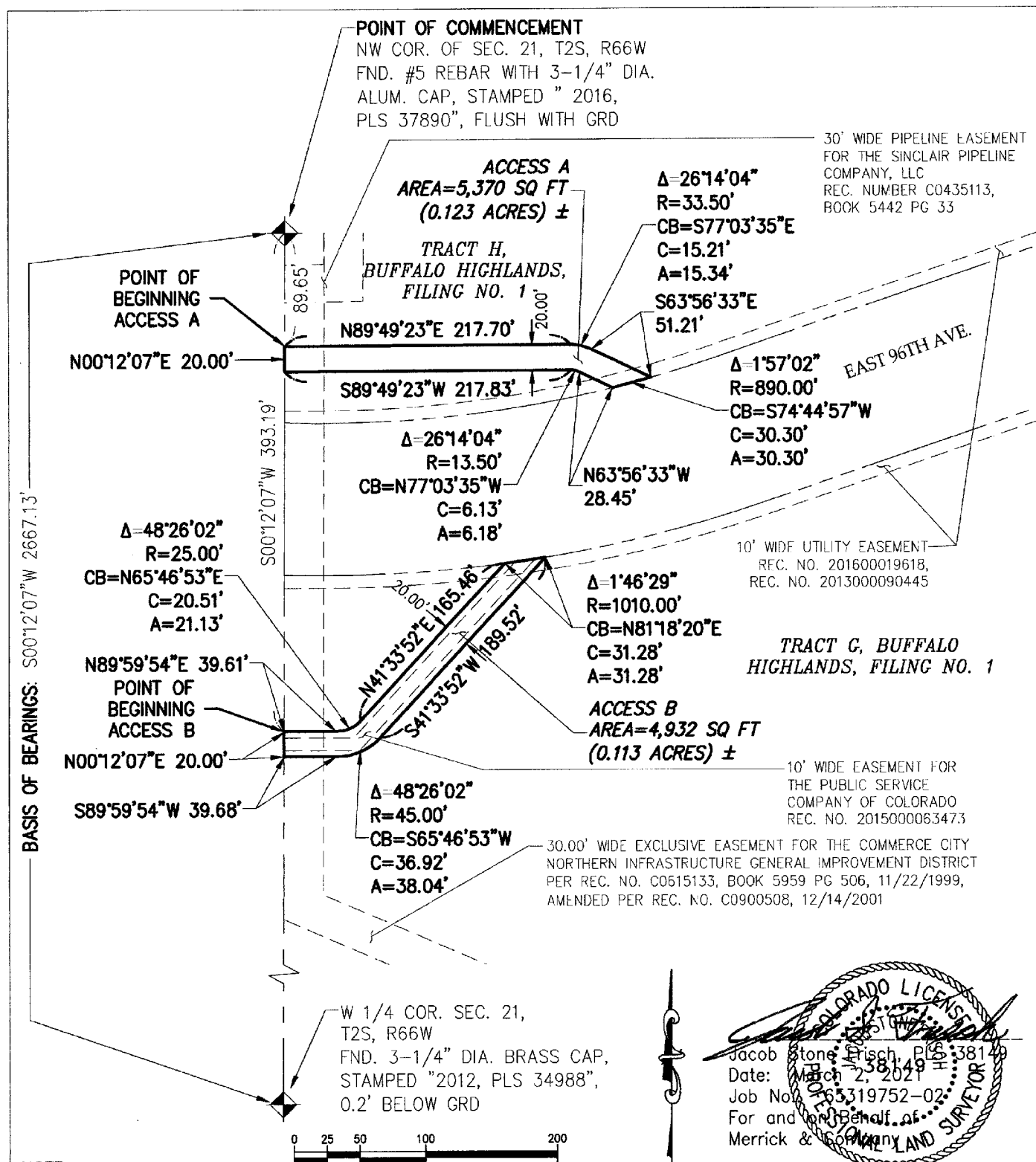
THENCE N01°12'07"E along said westerly line of the West Half of Section 21 a distance of 20.00 feet to the **POINT OF BEGINNING ACCESS B.**

Containing 4,932 net square feet (0.113 Acres), more or less.

Containing 10,302 gross square feet (0.236 Acres), more or less.



Jacob Stone Frisch, P.L.S. 38149
Date: March 2, 2021
Job No.: 65319752-02
For and on Behalf of:
Merrick & Company



NOTE
 This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

Jacob Stone Frisch, PLS #38149
 Date: March 2, 2021
 Job No. 165319752-02
 For and on Behalf of
 Merrick & Co. LAND SURVEYOR

Dwg. CWS
 Ckd. JSF
 App. JSF

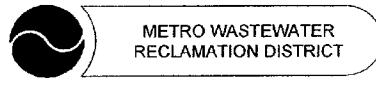


EXHIBIT B
 Parcel SDI-0229 Access
 Second Creek Interceptor

DATE: 3/02/2021
 DWG. NO. SDI-0229(291) ACCESS
 SH 3 OF 3



MERRICK®

Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581 / www.merrick.com

Job No.: 65319752-02
File: SDI-0229 (265,292) ACCESS .docx
Date: March 2, 2021

EXHIBIT B
PROPERTY DESCRIPTION
PARCEL SDI-0229 ACCESS

City of Commerce City, Colorado, a Colorado Municipal Corporation

Permanent Access Easements being portions of a parcel of land described as Parcel C in Deed recorded August 27, 2007 at Reception Number 2007000082031 in the Adams County Clerk and Recorder's Office, being in a portion of the Northeast Quarter of Section 20, Township 2 South, Range 66 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

ACCESS A:

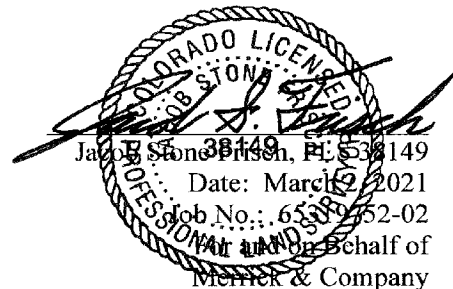
COMMENCING at the Northeast Corner of said Section 20, whence the East Quarter Corner of said Section 20 bears S00°12'07"W a distance of 2,667.13 feet;
THENCE S00°12'07"W along the easterly line of said Northeast Quarter of Section 20 a distance of 100.02 feet to the **POINT OF BEGINNING ACCESS A;**

THENCE continuing S00°12'07"W along said easterly line of the Northeast Quarter of Section 20 a distance of 9.63 feet;
THENCE S89°49'23"W a distance of 25.06 feet;
THENCE N00°07'55"E along the easterly line of a proposed sanitary sewer easement a distance of 9.31 feet;
THENCE N89°04'32"E along the northerly line of said Parcel C a distance of 25.07 feet to the **POINT OF BEGINNING ACCESS A.**

Containing 237 net square feet, more or less.

TOGETHER WITH ACCESS B:

COMMENCING at said Northeast Corner of said Section 20;
THENCE S00°12'07"W along said easterly line of the Northeast Quarter of Section 20 a distance of 393.19 feet to the **POINT OF BEGINNING ACCESS B;**
THENCE continuing S00°12'07"W along said easterly line of the Northeast Quarter of Section 20 a distance of 20.00 feet;





Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581 / www.merrick.com

THENCE S89°59'54"W a distance of 16.80 feet;
THENCE N04°21'53"W E along said easterly line of that proposed sanitary sewer easement a distance of 20.06 feet;
THENCE N89°59'54"E a distance of 18.40 feet to the **POINT OF BEGINNING ACCESS B.**

Containing 352 net square feet, more or less.

TOGETHER WITH ACCESS C:

COMMENCING at said Northeast Corner of said Section 20;
THENCE S02°52'17"W a distance of 711.74 feet to the **POINT OF BEGINNING ACCESS B;**

THENCE S04°21'53"E along the westerly line of said proposed sanitary sewer easement a distance of 24.50 feet;
THENCE N59°05'16"W tangent with the following described curve a distance of 107.47 feet;
THENCE along the arc of a curve to the left, tangent with the following described curve having a central angle of 90°00'00", a radius of 12.50 feet, a chord bearing S75°54'44"W a distance of 17.68 feet, and an arc distance of 19.63 feet;
THENCE along the arc of a curve to the left, tangent with the last described curve having a central angle of 57°50'33", a radius of 170.22 feet, a chord bearing S02°01'57"W a distance of 164.64 feet, and an arc distance of 171.85 feet;
THENCE S26°55'49"E tangent with the last and following described curves a distance of 80.51 feet;
THENCE along the arc of a curve to the right, having a central angle of 95°32'50", a radius of 150.00 feet, a chord bearing S20°50'36"W a distance of 222.15 feet, and an arc distance of 250.14 feet;
THENCE S68°37'01"W tangent with the last described curve a distance of 78.79 feet;
THENCE the following four (4) courses along the westerly lines of said Parcel C:
1. N15°58'38"W a distance of 477.42 feet;
2. THENCE N16°48'07"W tangent with the following described curve a distance of 172.71 feet;
3. THENCE along the arc of a curve to the left, tangent with the following described curve having a central angle of 21°23'45", a radius of 975.00 feet, a chord bearing N27°30'00"W a distance of 361.98 feet, and an arc distance of 364.09 feet;
4. THENCE along the arc of a curve to the left, tangent with the last described curve having a central angle of 19°15'25", a radius of 445.00 feet, a chord bearing N47°49'34"W a distance of 148.86 feet, and an arc distance of 149.56 feet;
THENCE N89°04'32"E along said northerly line of Parcel C, non-tangent with the last and following described curves a distance of 34.64 feet;
THENCE the following four (4) courses along a line being 20.00 feet easterly of and parallel with said westerly lines of Parcel C:

Jacob Stone Prisch, PE: 6538149
Date: March 2, 2021
Job No.: 6538149-52-02
On Behalf of
Merrick & Company



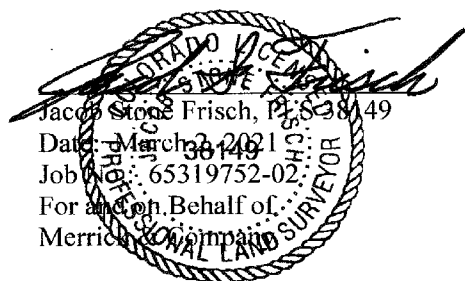
MERRICK®

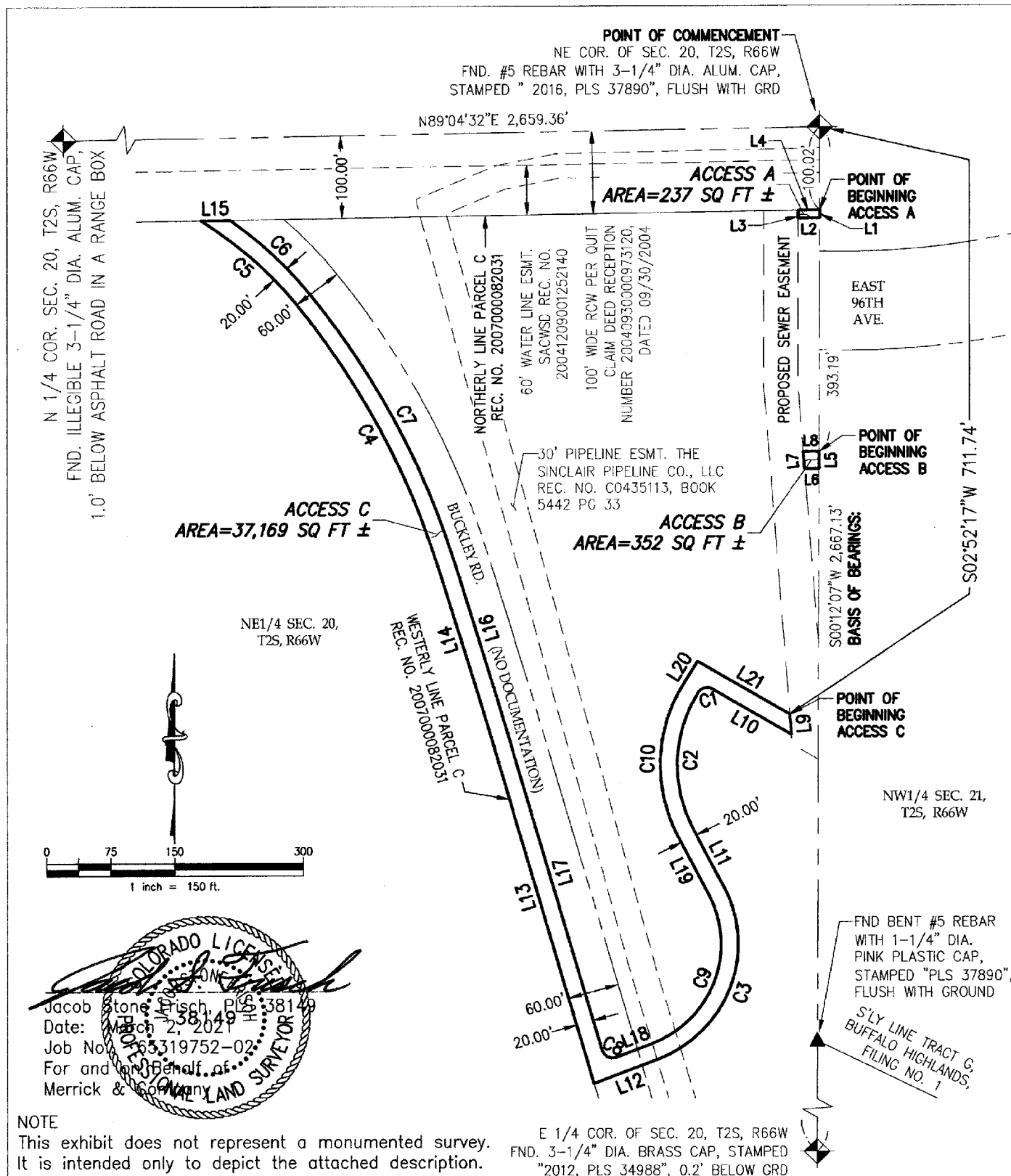
Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581 / www.merrick.com

1. along the arc of a curve to the right, tangent with the following described curve having a central angle of $15^{\circ}41'40''$, a radius of 465.00 feet, a chord bearing $S46^{\circ}02'42''E$ a distance of 126.98 feet, and an arc distance of 127.37 feet;
2. THENCE along the arc of a curve to the right, tangent with the last described curve having a central angle of $21^{\circ}23'45''$, a radius of 995.00 feet, a chord bearing $S27^{\circ}30'00''E$ a distance of 369.41 feet, and an arc distance of 371.56 feet;
3. THENCE $S16^{\circ}48'07''E$ tangent with the last described curve a distance of 172.85 feet;
4. THENCE $S15^{\circ}58'38''E$ tangent with the following described curve a distance of 441.84 feet;
THENCE along the arc of a curve to the left, having a central angle of $95^{\circ}24'41''$, a radius of 12.50 feet, a chord bearing $S63^{\circ}40'49''E$ a distance of 18.49 feet, and an arc distance of 20.81 feet;
THENCE $N68^{\circ}37'01''E$ tangent with the last and following described curves a distance of 43.07 feet;
THENCE along the arc of a curve to the left, having a central angle of $95^{\circ}32'50''$, a radius of 130.00 feet, a chord bearing $N20^{\circ}50'36''E$ a distance of 192.53 feet, and an arc distance of 216.79 feet;
THENCE $N26^{\circ}55'49''W$ tangent with the last and following described curves a distance of 80.51 feet;
THENCE along the arc of a curve to the right, having a central angle of $57^{\circ}50'33''$, a radius of 190.00 feet, a chord bearing $N01^{\circ}59'27''E$ a distance of 183.77 feet, and an arc distance of 191.81 feet;
THENCE $N30^{\circ}54'44''E$ tangent with the last described curve a distance of 32.75 feet;
THENCE $S59^{\circ}05'16''E$ a distance of 125.82 feet to the **POINT OF BEGINNING ACCESS C.**

Containing 37,127 net square feet, more or less.

Containing 37,758 gross square feet, more or less.





NOTE
 This exhibit does not represent a monumented survey.
 It is intended only to depict the attached description.

Dwg. CWS
 Ckd. JSF
 App. JSF

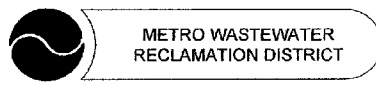


EXHIBIT B
 Parcel SDI-0229 ACCESS
 Second Creek Interceptor

DATE:
 3/02/2021
 DWG. NO.
 SDI-0229(285,292) ACCESS
 SH 4 OF 5

ACCESS A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S0° 12' 07"W	9.63'
L2	S89° 49' 23"W	25.06'
L3	N0° 07' 55"E	9.31'
L4	N89° 04' 32"E	25.07'

ACCESS C

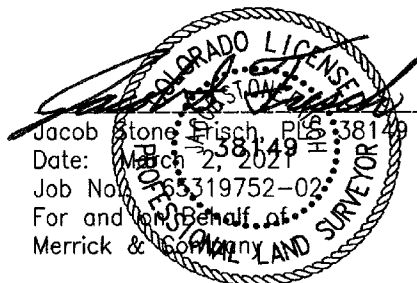
LINE TABLE		
LINE #	BEARING	LENGTH
L9	S4° 21' 53"E	24.50'
L10	N59° 05' 16"W	107.47'
L11	S26° 55' 49"E	80.51'
L12	S68° 37' 01"W	78.79'
L13	N15° 58' 38"W	477.42'
L14	N16° 48' 07"W	172.71'
L15	N89° 04' 32"E	34.64'
L16	S16° 48' 07"E	172.85'
L17	S15° 58' 38"E	441.84'
L18	N68° 37' 01"E	43.07'
L19	N26° 55' 49"W	80.51'
L20	N30° 54' 44"E	32.75'
L21	S59° 05' 16"E	125.82'

ACCESS B

LINE TABLE		
LINE #	BEARING	LENGTH
L5	S0° 12' 07"W	20.00'
L6	S89° 59' 54"W	16.80'
L7	N4° 21' 53"W	20.06'
L8	N89° 59' 54"E	18.40'


ACCESS C

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	90° 00' 00"	12.50'	S75° 54' 44"W	17.68'	19.63'
C2	57° 50' 33"	170.22'	S2° 01' 57"W	184.64'	171.85'
C3	95° 32' 50"	150.00'	S20° 50' 36"W	222.15'	250.14'
C4	21° 23' 45"	975.00'	N27° 29' 59"W	361.98'	364.09'
C5	19° 15' 25"	445.00'	N47° 49' 34"W	148.86'	149.56'
C6	15° 41' 40"	465.00'	S46° 02' 42"E	126.98'	127.37'
C7	21° 23' 45"	995.00'	S27° 29' 59"E	369.41'	371.56'
C8	95° 24' 21"	12.50'	S63° 40' 49"E	18.49'	20.81'
C9	95° 32' 50"	130.00'	N20° 50' 36"E	192.53'	216.79'
C10	57° 50' 33"	190.00'	N1° 59' 27"E	183.77'	191.81'



NOTE

This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

Dwg. <u>ELZ</u>	 METRO WASTEWATER RECLAMATION DISTRICT	EXHIBIT B Parcel SDI-0229 ACCESS Second Creek Interceptor	DATE: 3/02/2021
Ckd. <u>JSF</u>			DWG. NO. SDI-0229(285,292) ACCESS
App. <u>JSF</u>			SH 5 OF 5