

LEASE FOR CONSTRUCTION PURPOSES

This Lease for Construction Purposes ("Lease") is executed and is effective as of _____, 2021, by and between the CITY OF COMMERCE CITY, COLORADO (the "City" or "Lessor"), whose address is 7887 E. 60th Avenue, Commerce City, Colorado 80022 and the METRO WASTEWATER RECLAMATION DISTRICT (the "District" or "Lessee"), whose address is 6450 York Street, Denver, Colorado 80229.

FOR AND IN CONSIDERATION of the mutual promises and undertakings herein set forth, the parties agree as follows:

1. Lessor hereby leases to the District, its contractors, authorized permittees, successors and assigns, the various property located in the County of Adams, State of Colorado, and described in a series of legal descriptions contained in **Exhibit A**, attached hereto and incorporated herein by reference (the "Leased Property") for the following purposes: excavating and moving earth, dewatering treatment, storing materials, supplies, excavated materials, and equipment, surface access for District equipment and personnel, and for such other purposes as the District deems necessary in connection with its acquisition, construction and installation of a wastewater pipeline and related appurtenances ("Facilities"). For the purposes of this Lease, the term "District" includes its contractors and other authorized permittees, agents and representatives.
2. For purposes of this Lease for Construction Purposes, Lessor 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 "City" and "Lessor").
3. The term of this Lease shall commence fourteen (14) days after the District mails a Notice of Commencement to Lessor at Lessor's address given below and shall expire no later than December 31, 2024. However, for purposes of the property rights granted by this Lease, the District, its contractor, permittee, successor and/or assign shall not at any one time have more than two (2) locations of "active construction," each of which shall not exceed seven hundred and fifty feet (750') in linear length, along with no more than two (2) tunnel locations for trenchless pipeline installation. Where the property rights granted by this Lease are within two hundred and fifty feet (250') of an occupied residence, the maximum linear length of each area of "active construction" shall be reduced to five hundred feet (500') and two (2) tunnel locations. For purposes of this Lease, the term "active construction" means areas of active pipeline installation involving the use of heavy equipment, and commencing with creating an open trench and running through the backfilling of the open trench. The term "active construction" does not include clearing, grubbing and other preparatory work, delivery and laydown of material needed for installation in an area of active construction, dewatering, restoration, reseeding, and other post installation activities. The term "active construction" also excludes activities associated with the designated laydown area immediately north of 88th Avenue.
4. The District shall have the right to remove any existing trees, bushes, shrubbery, undergrowth, as well as any personal property, fixtures and other obstructions located on the Leased Property interfering with the stated use of the Leased Property during the term of its

occupancy thereof.

5. The District shall enter and exit the Leased Property from Grantor's existing access points or any location authorized by the Non-Exclusive Pipeline Easement Agreement ("Non-Exclusive Pipeline Easement Agreement") between the parties dated _____, 2021, Non-Exclusive Access Easement Agreement ("Non-Exclusive Access Easement Agreement") between the parties dated _____, 2021, or from the edges/property lines of the Leased Property (to the extent entering from property not owned by Grantor). The District may use any existing trail, path or road existing within the Leased Property, provided that the District repair and restore any damage it causes to such rail, path or road. The District shall have the right of ingress to and egress from the Leased Property over and across adjoining lands of Lessor by means of roads and lanes thereon if such there be, otherwise by such route and routes authorized by the City prior to access as shall occasion the least practical damage and inconvenience to Lessor. The use of any roads, lanes, or trails not addressed in the Non-Exclusive Access Easement Agreement shall be subject to the conditions of paragraph 4 of the Non-Exclusive Pipeline Easement Agreement between the parties dated _____, 2021

6. Upon the completion of construction, the District will restore the general surface of the Leased Property and revegetate the Leased Property with the same or similar plant materials, except crops and mature trees, existing prior to construction. Revegetation will be in accordance with the storm water management plan permit approved by Grantor and will be conducted as soon as possible or within the first available planting season. Any infrastructure or other tangible items disturbed during the term of this Lease shall be restored to its original condition or better at the District's sole cost and expense. The District shall warrant all such restoration for not less than one year after the date of completion of such restoration.

7. The District shall require all contractors and subcontractors performing work on or about the Leased Property to take all necessary safety measures consistent with this Lease with respect to the construction and maintenance activities. The District shall, prior to entering upon the Leased Property, 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 Lessor against all liability arising out of this 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 Leased Property, the District shall deliver to Lessor a certificate of insurance naming Lessor 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.

8. The District shall be responsible and liable for any and all costs, claims and other expenses incurred for or related to the installation, construction, replacement, removal, ownership, operation, repair and use of its Facilities located within the Leased Property except to the extent such costs, claims or other expenses are caused by the acts of Lessor, or its servants or agents. The District will defend the City against any lien imposed or attempted to be imposed on the Leased Property as a result of the District's activities hereunder.

9. The Parties understand and agree that the Lessor 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., ("GIA") as amended from time to time, or otherwise available to the Lessor and/or to the District, and each of their respective officers or employees.

10. The benefits and burdens of this Lease shall inure to and be binding upon the respective legal representatives, successors and assigns of the parties hereto. However, the rights granted herein are without covenant of title or warranty of quiet possession of the Leased Property. Grantor makes no representations or warranties as to its ownership of the Leased Property or its authority to grant this Lease.

11. Should any one or more provisions of this Lease be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Lease, the intent being that the various sections and provisions hereof are severable. Further, any payment or other financial obligation of Lessor or the District hereunder, shall extend only to funds appropriated or otherwise lawfully made available by Lessor's City Council or the District Board, respectively, for the purpose of this Lease. 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. In connection with its exercise of the rights granted by this Lease, the District shall comply with all of Lessor's ordinances and regulations, along with the terms of, 2020 ("IGA"), the Conditional Use Permit issued for the District's project (CU-123-20), and any other permit issued by Grantor with respect to the District's project.

13. The District, in conducting any activity in or on the Leased Property, shall comply with all applicable local, state or federal environmental rules, regulations, statutes, laws or orders (collectively "Environmental Requirements"), including but not 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 Leased Property. The District will notify Lessor and immediately if, during the course of any work pursuant to this Lease, the District or its contractors encounters any visible, odorous, or otherwise recognizable contamination of the Leased Property.

14. With the exception of the IGA, this writing 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. The terms of this

Lease may be modified only by a writing duly executed and acknowledged by the Parties hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

Signed and delivered this _____ day of _____, 20__.

LESSOR:

The City of Commerce City, Colorado

Address:
City of Commerce City
7887 E. 60th Avenue
Commerce City, Colorado 80022

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this __ day of _____,
2021 by _____ the _____ and authorized
representative of the City of Commerce City, Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

DISTRICT:

By: _____

Date: _____

Print Name: _____

Authorized representative of the
Metro Wastewater Reclamation District

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

Approved by:

By: _____
District General Counsel

EXHIBIT A
(Leased Property)

**T1S
T2S**

NW COR. SEC. 6
T2S, R66W
FND 2-1/2" DIA.
ALUM. CAP, STAMPED
"ZBS INC., 2006,
LS 29028",
0.1' BELOW ASPHALT
IN RANGE BOX

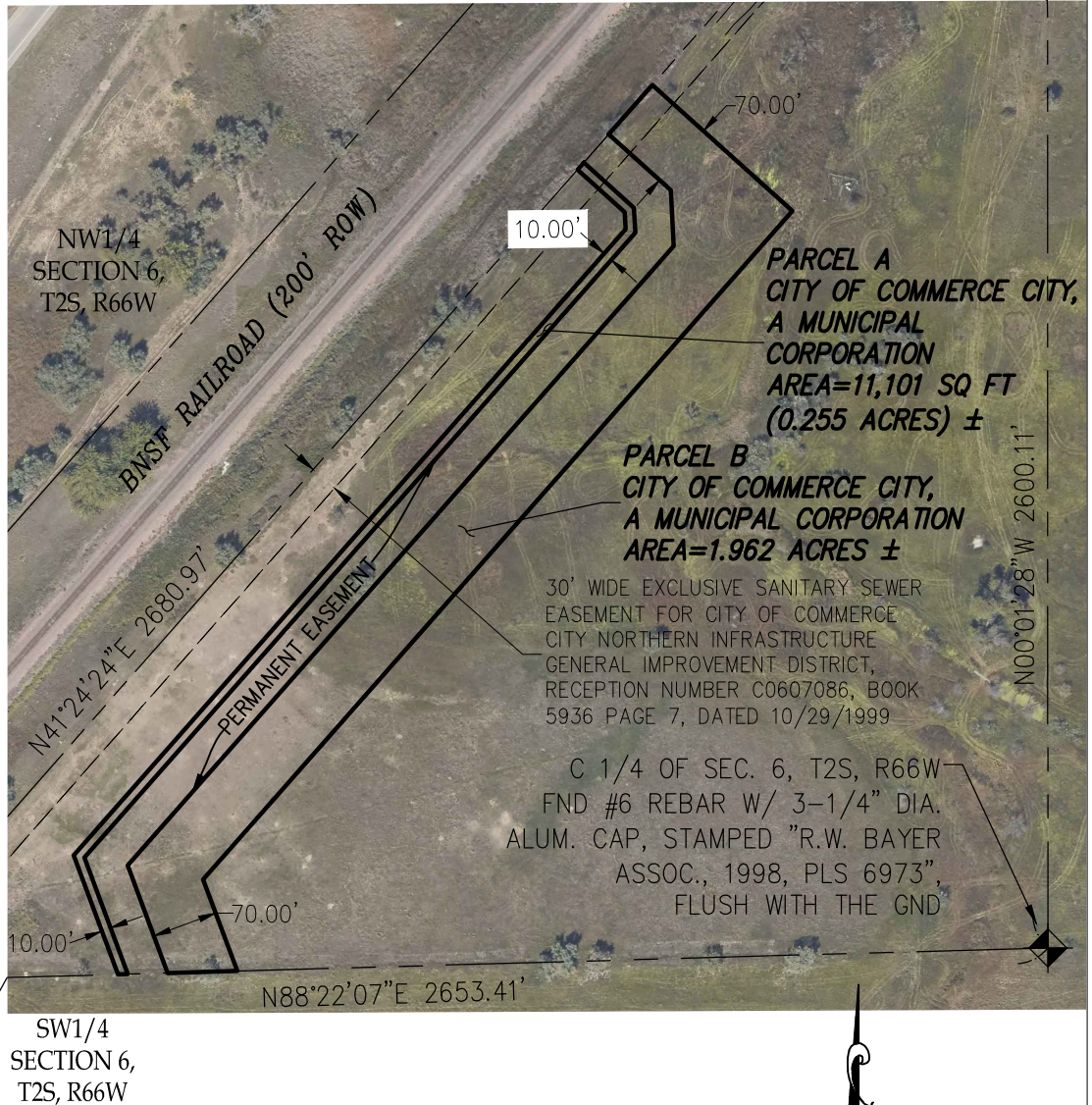
BASIS OF BEARINGS: S89°29'44"W 2674.84'

N 1/4 COR. OF SEC. 6, T2S, R66W
FND 3-1/4" DIA. ALUM. CAP,
STAMPED "PLS NO 29039",
0.7' BELOW ASPHALT
IN RANGE BOX

**R67W
R66W**

N00°30'28"W 2652.19'

W 1/4 COR. SEC. 1,
T2S, R66W
FND #6 REBAR W/
3-1/4" DIA.
ALUM. CAP,
STAMPED
"2002, PLS 29039",
FLUSH



City of Commerce City, A Municipal Corporation
TOTAL AREA = 4.373 ACRES, ±

NOTE

This exhibit does not represent a monumented survey.

Dwg. CWS

Ckd. JSF

App. JSF



METRO WASTEWATER
RECLAMATION DISTRICT

EXHIBIT A - TEMPORARY CONSTRUCTION EASEMENT

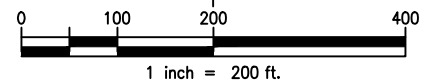
Parcel SDIT-0229

Second Creek Interceptor

DATE:
3/02/2021

DWG. NO.
SDIT-0229

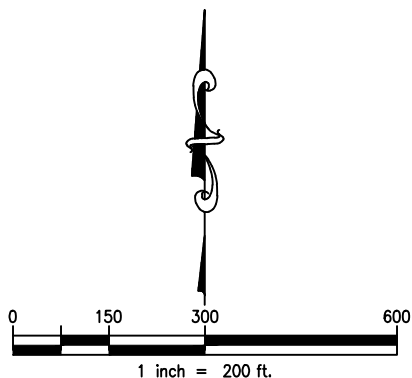
SH 1 OF 2





SW COR. SEC. 8, T2S, R66W,
FND 3-1/4" DIA. ALUM. CAP
ON #6 REBAR STAMPED "JR ENG,
2008, PLS 30099", 0.5' BELOW
GND IN A RANGE BOX

City of Commerce City, A Municipal Corporation
TOTAL AREA = 4.373 ACRES, \pm



NOTE

This exhibit does not represent a monumented survey.

Dwg. CWS

Ckd. JSF

App. JSF



METRO WASTEWATER
RECLAMATION DISTRICT

EXHIBIT A - TEMPORARY CONSTRUCTION EASEMENT

Parcel SDIT-0229

Second Creek Interceptor

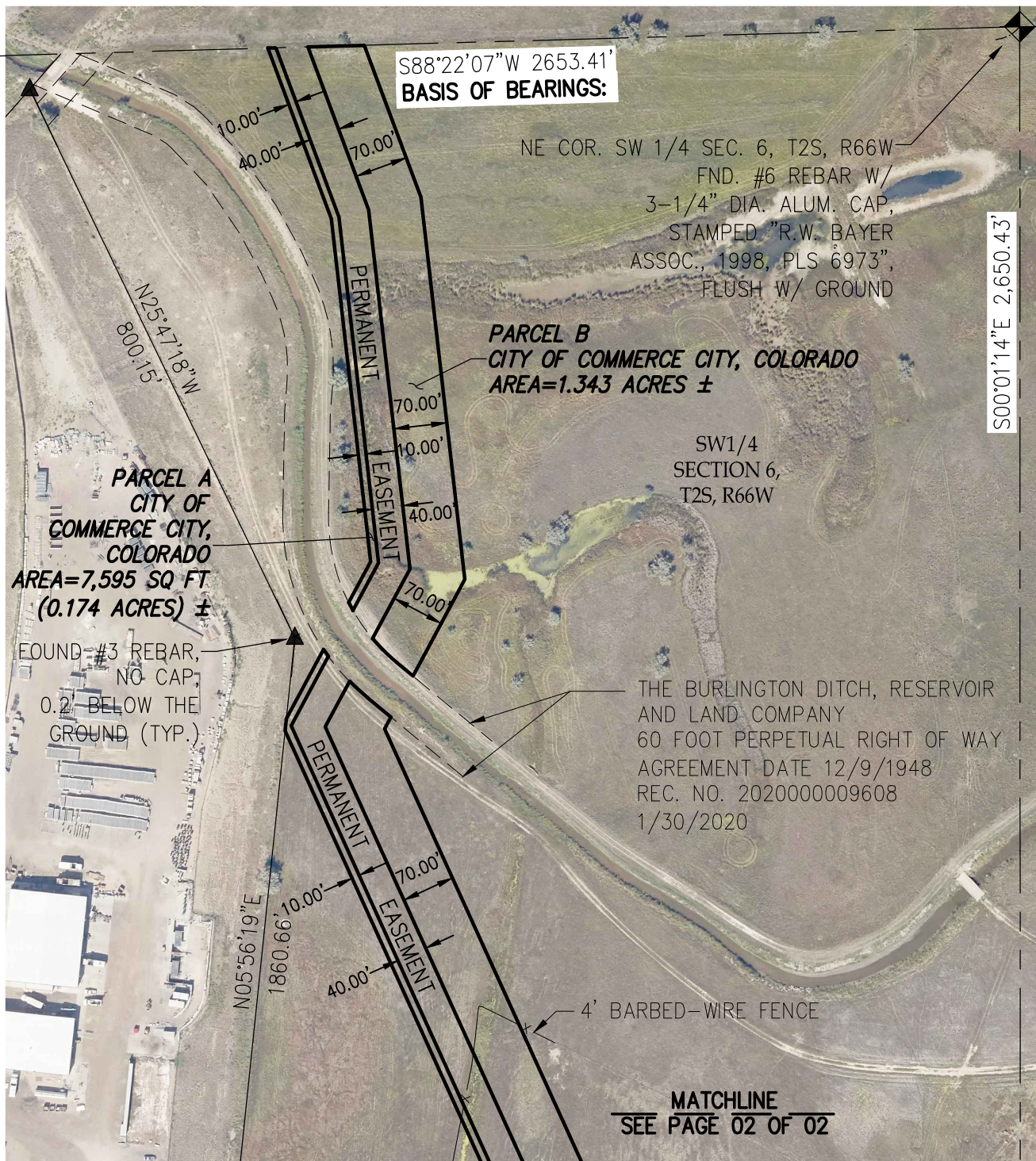
DATE:
03/2/2021


DWG. NO.
SDIT-0229 (220) TEMP

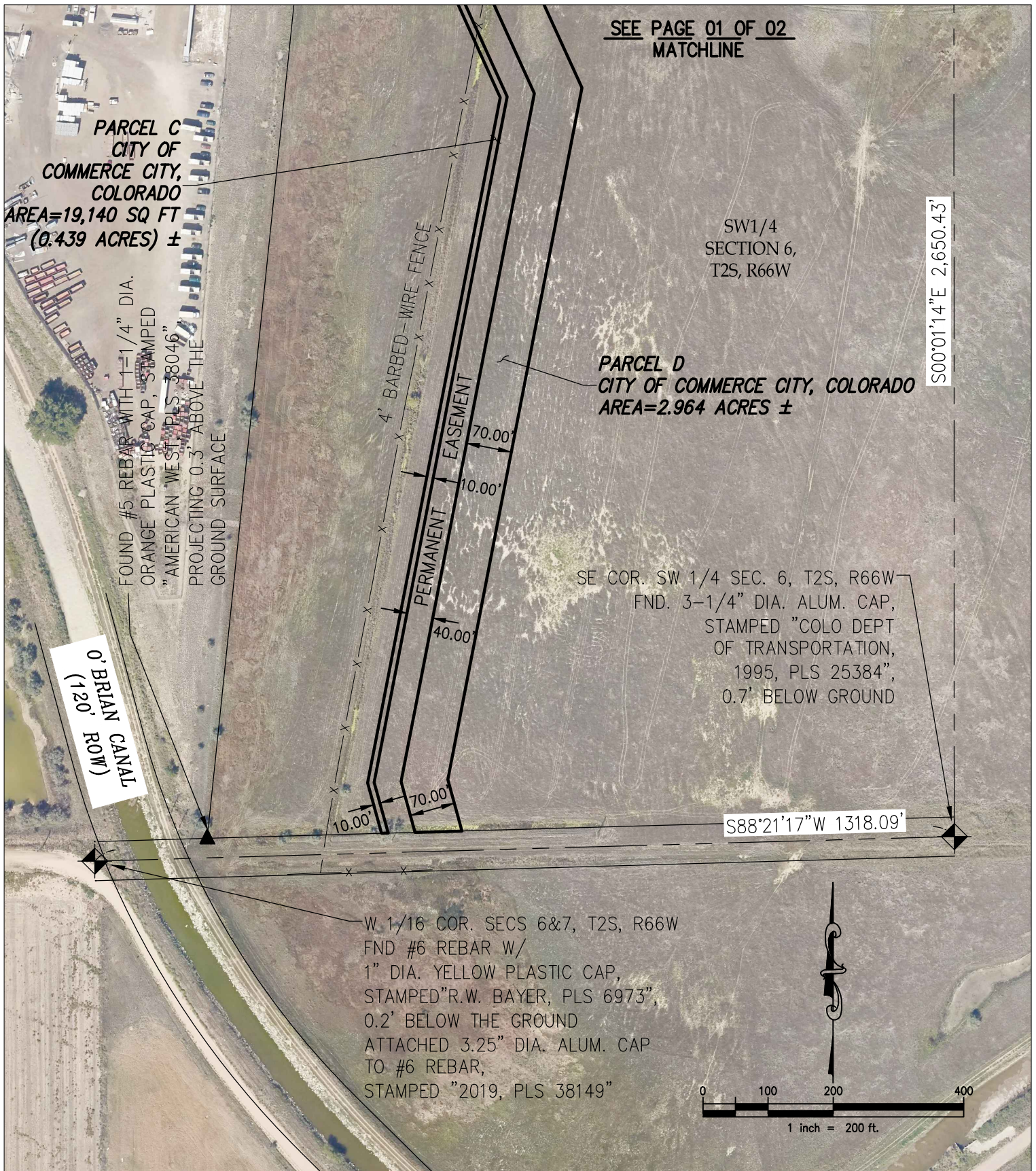
SH 2 OF 2



This exhibit does not represent a monumented survey.



Dwg. <u>JSF</u>	 <div style="border: 1px solid black; border-radius: 15px; padding: 5px; text-align: center;"> METRO WASTEWATER RECLAMATION DISTRICT </div>	EXHIBIT A - Temporary Construction Easement Parcel SDIT-0229 Second Creek Interceptor	DATE: 03/2/2021
Ckd. <u>CP</u>			DWG. NO. SDIT-0229
App. <u>JSF</u>			SH 1 OF 2



NOTE
This exhibit does not represent a monumented survey.

CITY OF COMMERCE CITY, COLORADO
TOTAL AREA = 4.920 ACRES, ±

Dwg. JSF
Ckd. CP
App. JSF



**METRO WASTEWATER
RECLAMATION DISTRICT**

EXHIBIT A - Temporary Construction Easement

Parcel SDIT-0229
Second Creek Interceptor

DATE:
03/2/2021

DWG. NO.
SDIT-0229

SH 2 OF 2

W. 1/4 COR. OF SEC. S8 T2S, R66W
 FOUND 3-1/4" DIA. ALUM. CAP,
 STAMPED "1994, PLS 8677",
 IN A RANGE BOX FLUSH
 WITH THE ASPHALT ROAD SURFACE



NOTE
 This exhibit does not represent a monumented survey.

THE CITY OF COMMERCE CITY
 TOTAL AREA = 1.692 ACRES, ±

Dwg. CWS
 Ckd. JSF
 App. _____



METRO WASTEWATER
 RECLAMATION DISTRICT

Exhibit A - Temporary Construction Easement

Parcel SDIT-0229
 Second Creek Interceptor

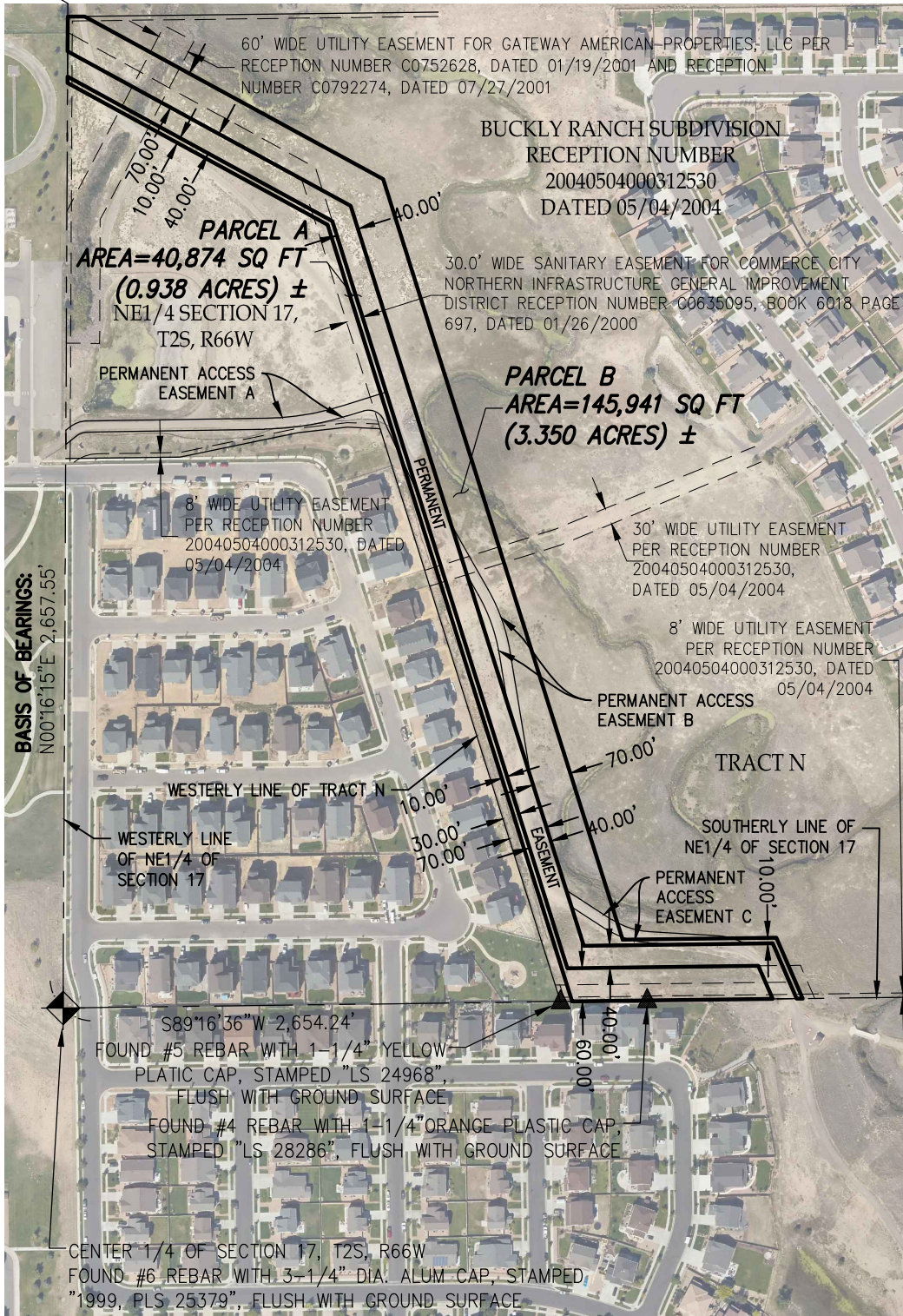
DATE:
 03/02/2021

DWG. NO.
 SDIT-0249

SH 1 OF 1

NORTH 1/4 CORNER OF SECTION 17, T2S, R66W
 FOUND #6 REBAR WITH 3-1/4" DIA. ALUM. CAP,
 STAMPED "JR ENG, 2008, PLS 30099",
 0.5' ABOVE THE GROUND SURFACE IN A RANGE BOX

EAST 104TH AVENUE



0 150 300 600
 1 inch = 300 ft.

EAST 1/4 CORNER OF
 SECTION 16, T2S, R66W
 FOUND 3-1/4" DIA. ALUM.
 CAP STAMPED "1995, LS
 26606", FLUSH WITH
 GROUND SURFACE

**The City of Commerce City, a
 Colorado municipal Corporation**
PARCEL A = 0.938 ACRES
PARCEL B = 3.350 ACRES
PARCEL C = 0.031 ACRES
TOTAL AREA= 4.319 ACRES ±

NOTE

This exhibit does not represent a monumented survey.

Dwg. ELZ
 Ckd. JSF
 App. JSF



METRO WASTEWATER
 RECLAMATION DISTRICT

EXHIBIT A - TEMPORARY CONSTRUCTION EASEMENT

Parcel SDIT-0229
 Second Creek Interceptor

DATE:
 3/02/2021
 DWG. NO.
 SDIT-0229(234,282)
 SH 1 OF 2

NORTH 1/4 CORNER OF SECTION 28, T2S, R66W
 FOUND 3-1/4" DIA. ALUM. CAP, PARTIALLY ILLEGIBLE,
 STAMPED "ADAMS COUNTY, ERNEST KNIGHT",
 0.5' BELOW THE GROUND SURFACE IN A RAINGE BOX
 FLUSH WITH ASPHALT ROAD

S00°30'19"E 1,175.64'

PARCEL C
AREA=1,360 SQ FT
(0.031 ACRES) ±

TRACT F
 SECOND CREEK FARM
 FILING NO. 1

EAST 1/2 OF SECTION 28,
 T2S, R66W

TRACT A DIA TECH CENTER
 FILING NO. 9

TRACT D
 DIA TECH CENTER
 FILING NO. 1

40.00'
 PROPOSED PERMANENT EASEMENT

WESTERLY LINE
 EAST 1/2 OF
 SECTION 28

TRACT A,
 DIA TECH CENTER
 FILING NO. 11

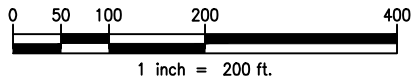
BASIS OF BEARINGS:
 N00°30'19"W 5,317.54'

SOUTH 1/4 CORNER OF SECTION 28, T2S, R66W
 FOUND 2-1/2" DIA. ALUM. PIPE WITH 3-1/4" DIA.
 ALUM. CAP, STAMPED "1986, LS 14630",
 1.5' BELOW GROUND SURFACE



*The City of Commerce City, a
 Colorado municipal Corporation*
PARCEL A = 0.938 ACRES
PARCEL B = 3.350 ACRES
PARCEL C = 0.031 ACRES
TOTAL AREA= 4.319 ACRES ±

NOTE
 This exhibit does not represent a monumented survey.



Dwg. ELZ
 Ckd. JSF
 App. JSF



METRO WASTEWATER
 RECLAMATION DISTRICT

EXHIBIT A - TEMPORARY CONSTRUCTION EASEMENT

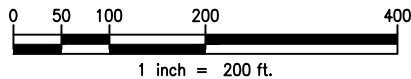
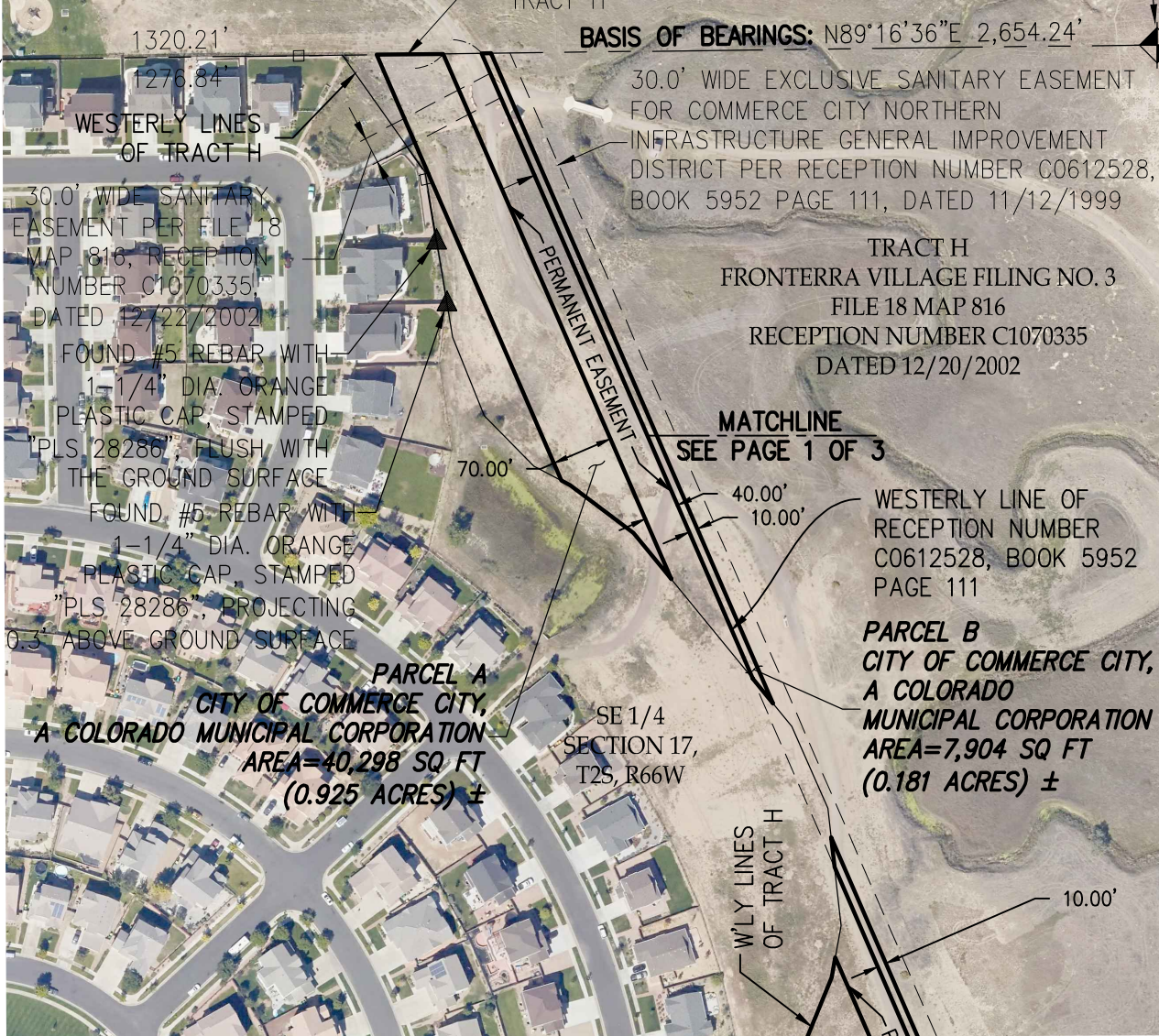
Parcel SDIT-0229
 Second Creek Interceptor

DATE:
 3/02/2021
 DWG. NO.
 SDIT-0229(274,282)
 SH 2 OF 2

POINT OF COMMENCEMENT

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



NOTE:

This exhibit does not represent a monumented survey.

**CITY OF COMMERCE CITY,
A COLORADO MUNICIPAL CORPORATION
TOTAL AREA = 4.118 ACRES, ±**

Dwg. ACC/GAG

Ckd. JSF

App. JSF



METRO WASTEWATER
RECLAMATION DISTRICT

EXHIBIT A - TEMPORARY CONSTRUCTION EASEMENT

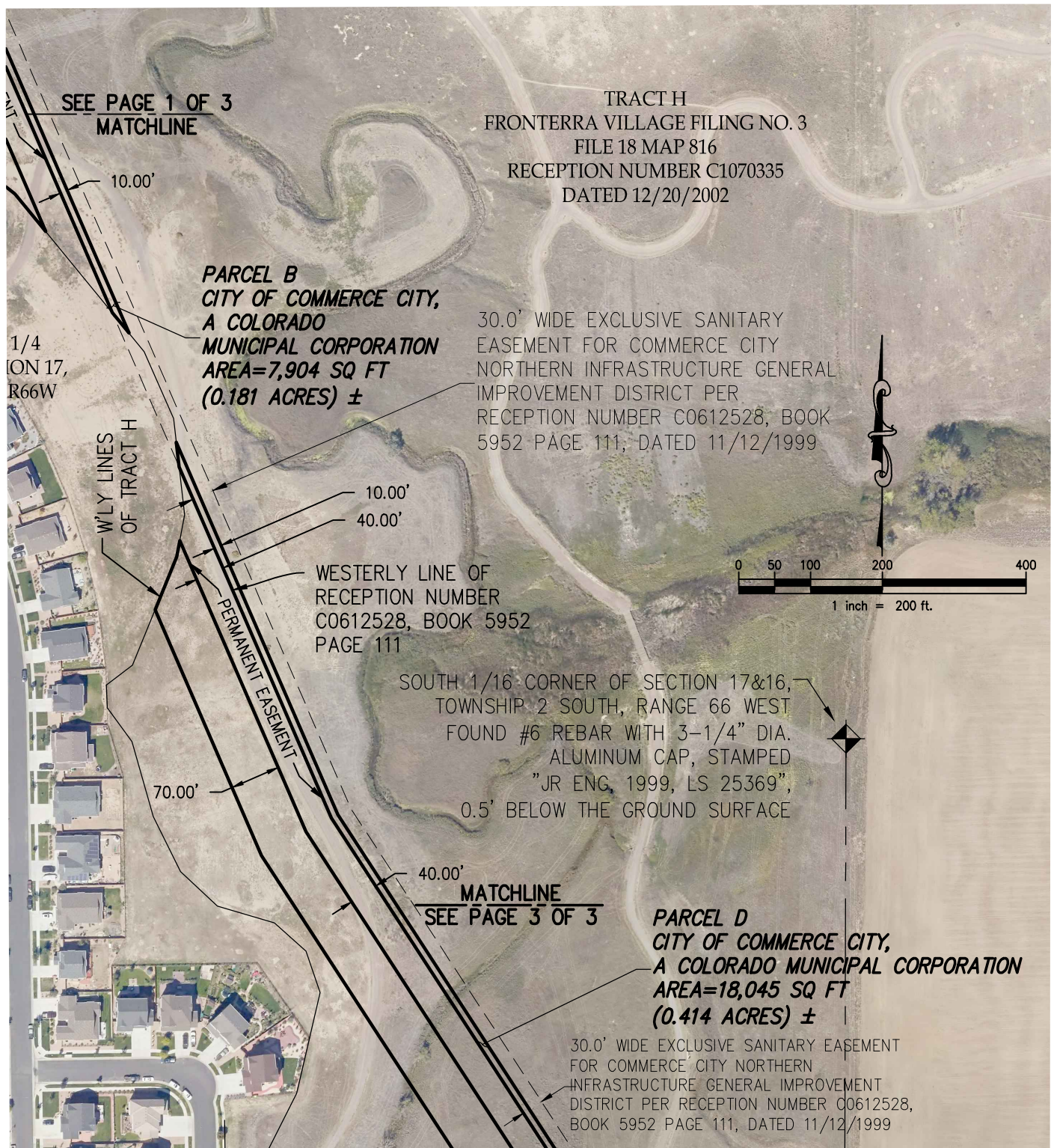
Parcel SDIT-0229

Second Creek Interceptor

DATE:
03/02/2021

DWG. NO.
SDIT-0283

SH 1 OF 3



**CITY OF COMMERCE CITY,
A COLORADO MUNICIPAL CORPORATION
TOTAL AREA = 4.118 ACRES, ±**

NOTE:

This exhibit does not represent a monumented survey.

Dwg. ACC/GAG
Ckd. JSF
App. JSF



**METRO WASTEWATER
RECLAMATION DISTRICT**

EXHIBIT A - TEMPORARY CONSTRUCTION EASEMENT

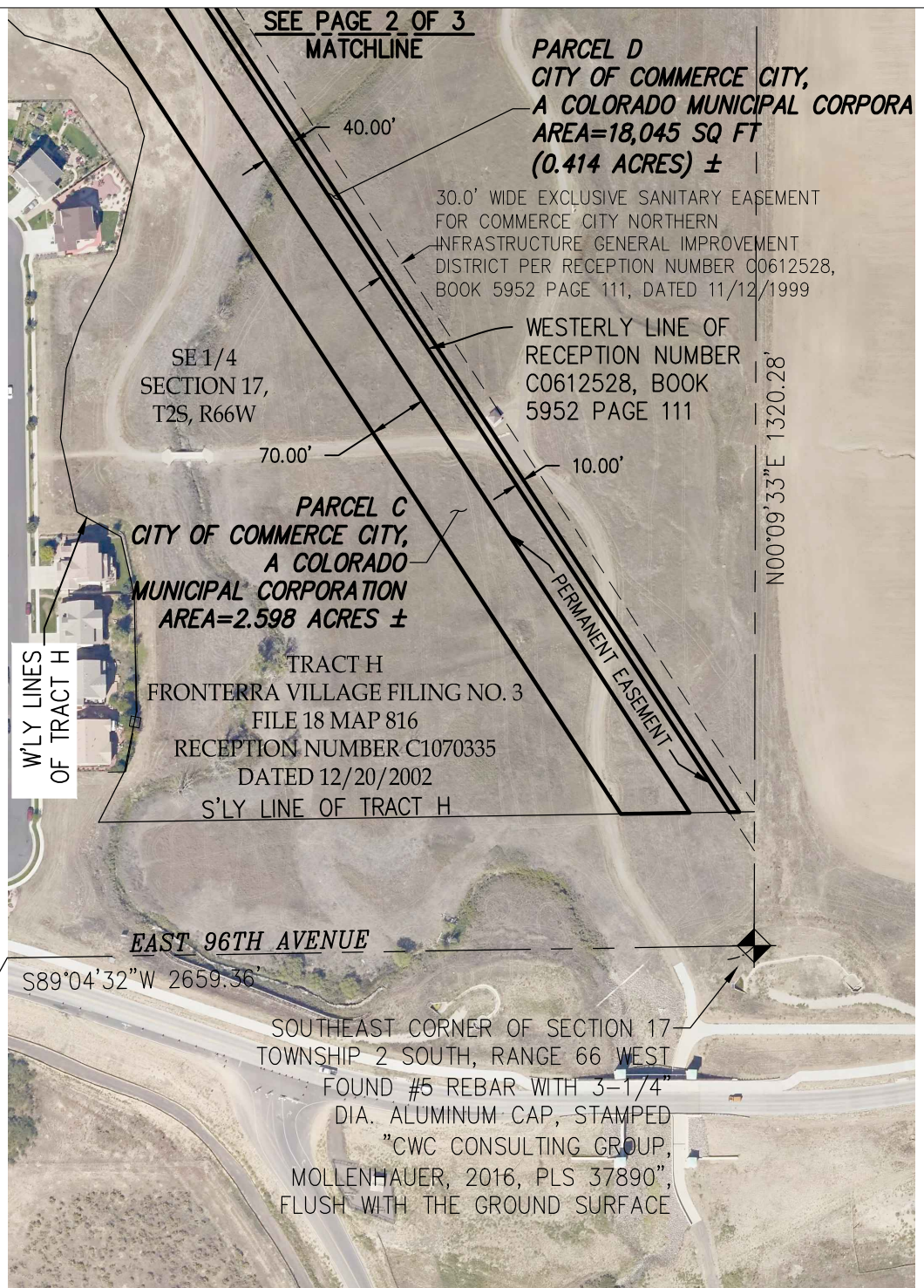
Parcel SDIT-0229

Second Creek Interceptor

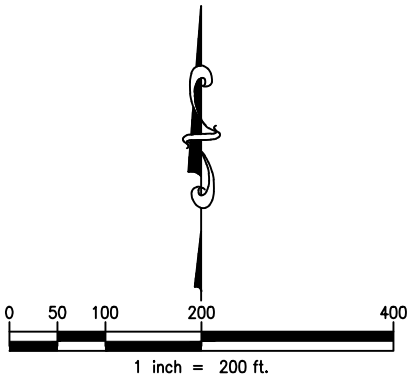
**DATE:
03/02/2021**

**DWG. NO.
SDIT-0283**

SH 2 OF 3




SOUTH 1/4 CORNER OF SECTION 17, T2S, R66W FOUND ILLEGIBLE 3-1/4" DIA. ALUMINUM CAP, 1.0' BELOW ASPHALT ROAD SURFACE IN A MONUMENT BOX

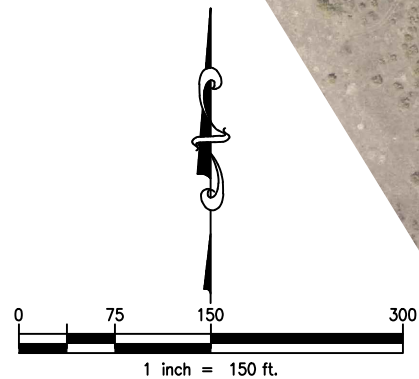
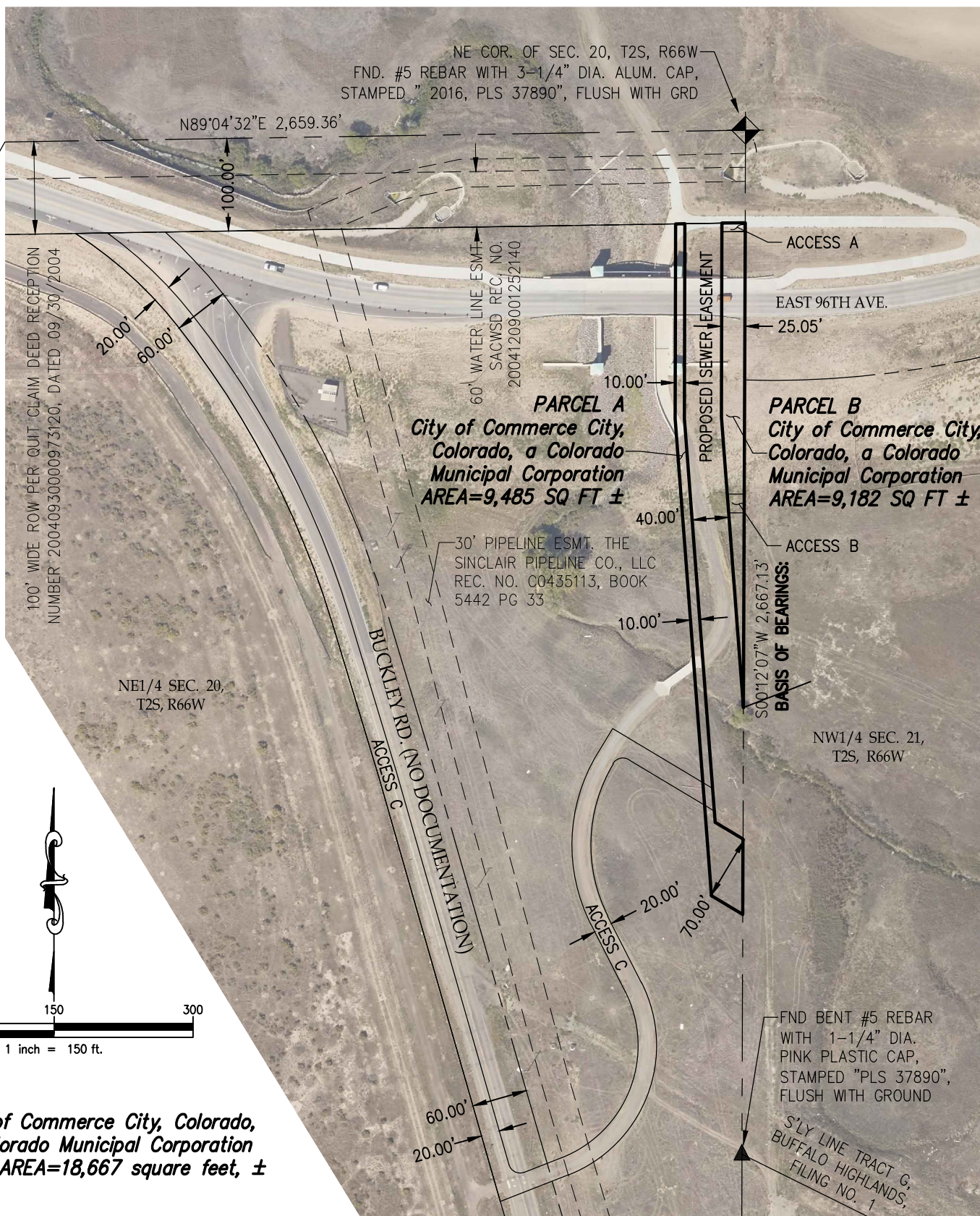


NOTE:
This exhibit does not represent a monumented survey.

**CITY OF COMMERCE CITY,
A COLORADO MUNICIPAL CORPORATION
TOTAL AREA = 4.118 ACRES, ±**

Dwg. <u>ACC/GAG</u>	 METRO WASTEWATER RECLAMATION DISTRICT	EXHIBIT A - TEMPORARY CONSTRUCTION EASEMENT Parcel SDIT-0229 Second Creek Interceptor	DATE: 03/02/2021
Ckd. <u>JSF</u>			DWG. NO. SDIT-0283
App. <u>JSF</u>			SH 3 OF 3

N 1/4 COR. SEC. 20, T2S, R66W
 FND. ILLEGIBLE 3-1/4" DIA. ALUM. CAP,
 1.0' BELOW ASPHALT ROAD IN A RANGE BOX



**City of Commerce City, Colorado,
 a Colorado Municipal Corporation
 TOTAL AREA=18,667 square feet, ±**

NOTE:

This exhibit does not represent a monumented survey.

E 1/4 COR. OF SEC. 20, T2S, R66W
 FND. 3-1/4" DIA. BRASS CAP, STAMPED
 "2012, PLS 34988", 0.2' BELOW GRD

Dwg. ELZ
 Ckd. JSF
 App. JSF

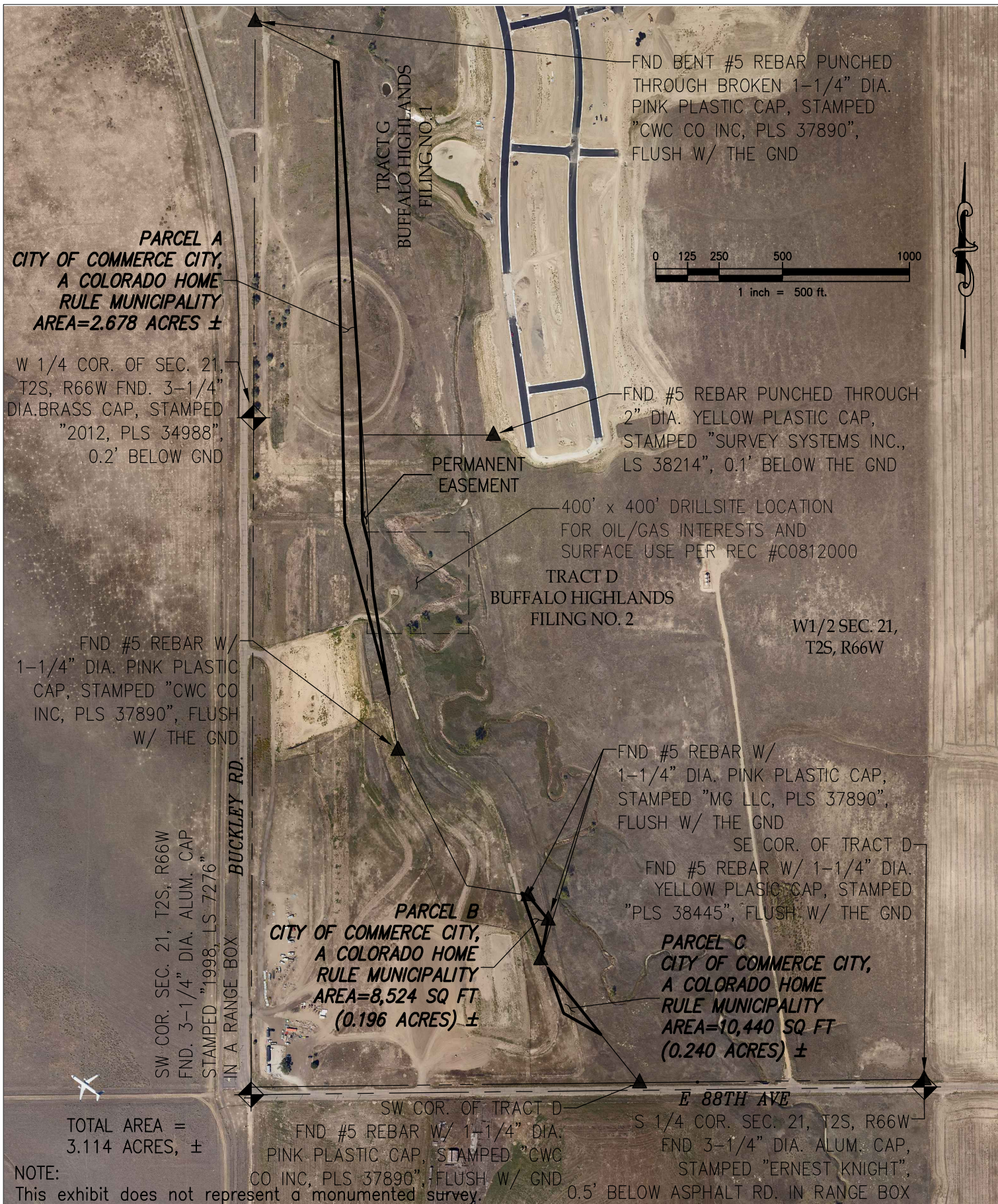


METRO WASTEWATER
 RECLAMATION DISTRICT

EXHIBIT A - TEMPORARY CONSTRUCTION EASEMENT

Parcel SDIT-0229
 Second Creek Interceptor

DATE:
 3/02/2021
 DWG. NO.
 SDIT-0229(265,292)
 SH 1 OF 1



Dwg. CWS
Ckd. JSF
App. JSF



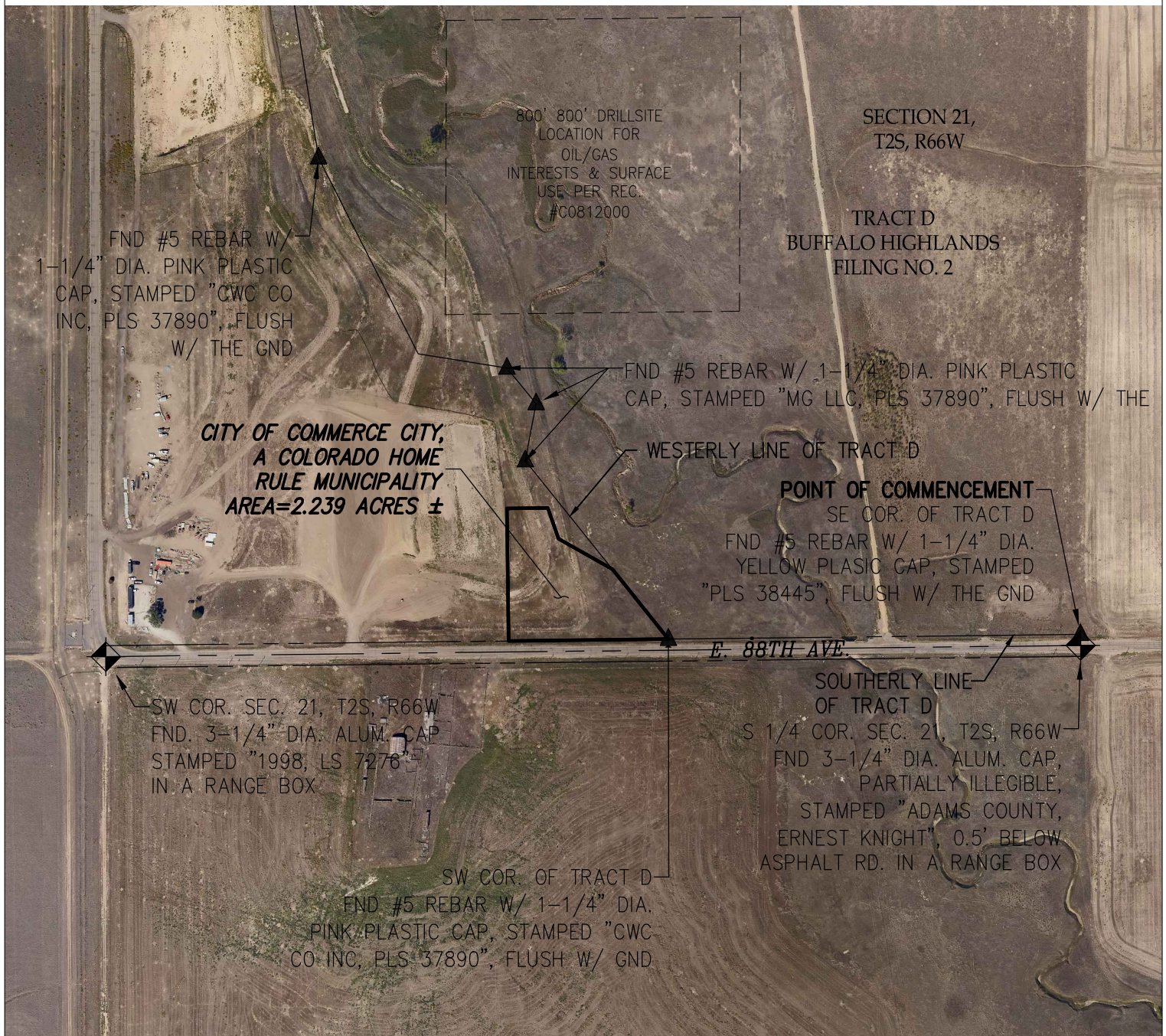
METRO WASTEWATER
RECLAMATION DISTRICT

EXHIBIT A - TEMPORARY CONSTRUCTION EASEMENT

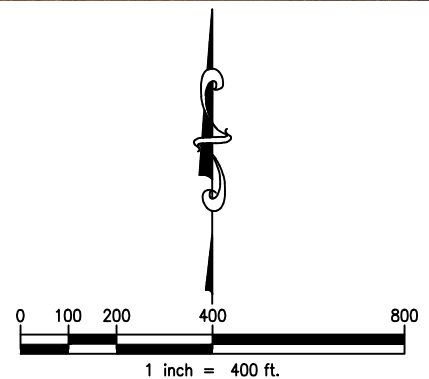
Parcel SDIT-0229

Second Creek Interceptor

DATE:
3/02/2021
DWG. NO.
SDIT-0229 (269,293) TEMP
SH 1 OF 1



NOTE
This exhibit does not represent a monumented survey.



Dwg. CWS
Ckd. JSF
App. JSF



METRO WASTEWATER
RECLAMATION DISTRICT

EXHIBIT A -TEMPORARY CONSTRUCTION EASEMENT

Parcel SDIT-0229 LAYDOWN

Second Creek Interceptor

DATE:
3/2/2021
DWG. NO.
SDIT-0229 (269,293) LAYDOWN
SH 1 OF 1