

**NON-EXCLUSIVE**  
**PIPELINE EASEMENT AGREEMENT**

THIS NON-EXCLUSIVE PIPELINE EASEMENT AGREEMENT ("Easement Agreement"), made effective as of \_\_\_\_, 2021, between the **CITY OF COMMERCE CITY**, a home rule municipality of the State of Colorado ("Grantor"), whose legal address is 7887 E. 60<sup>th</sup> 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, the District has determined that Grantor is the owner of 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 incorporated by this reference (the "Property"); and

WHEREAS, Grantor desires to grant to the District, a permanent, non-exclusive right to enter, re-enter, occupy and use a portion of the Property for the purposes set forth in this Easement Agreement in the location more particularly described in a series of legal descriptions contained in **Exhibit B**, attached hereto and made a part hereof (the "Easement Property"), in accordance with the provisions of this Easement Agreement and pursuant to an Intergovernmental Agreement between the Parties dated November 03, 2020 (the "IGA") and the Conditional Use Permit issued for the District's project (CU-123-20) (the "Conditional Use Permit").

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:

For purposes of this 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, 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").

1. Grantor hereby grants to the District, its successors and assigns, the permanent, non-exclusive right to enter, re-enter, occupy and use the Easement Property to construct, lay, install, inspect, monitor, maintain, repair, renew, substitute, replace, remove, abandon in place (with the separate permission of Grantor), operate and use one underground sanitary sewer pipeline, and associated electrical lines, control lines, sample lines, and other underground equipment, appurtenances and facilities thereto or therein, and also manholes that will be at the surface (above-ground), of such size and capacity as necessary, desirable or required by the District, and to the extent permitted for the construction and maintenance of the pipeline and a related access road as authorized by the Conditional Use Permit, applicable construction permits, and the IGA (the "Easement Purposes"). Grantor further provides that any third-party entity hired or contracted with the District may reasonably occupy, use, own, operate or install any subsurface

equipment, appurtenance and facilities within the Easement Property as deemed reasonably necessary, desirable or required by the District, to the extent permitted by the Conditional Use Permit, applicable construction permits, and the IGA, and upon reasonable and written notice to Grantor.

2. Subject to Sections 3 and 4, below, Grantor also grants the District the permanent right of ingress and egress over and across the Easement Property for personnel authorized pursuant to this Easement Agreement and vehicles, materials and equipment reasonable or necessary for the Easement Purposes. The District shall enter and exit the Easement Property from Grantor's existing access points or any location authorized by the Non-Exclusive Access Easement Agreement between the parties dated \_\_\_\_\_, 2021, or from the edges/property lines of the Easement Property (to the extent entering from adjacent property not owned by Grantor) for purposes of accessing the Easement Property. The District may use any existing trail, path or road existing within the Easement Property, provided that the District repair and restore any damage it causes to such rail, path or road.

3. Access Road.

a. Pursuant to the IGA, the District shall construct and maintain an access road along those portions of the alignment of the pipeline where there is currently no existing public trail and as authorized by Grantor's Conditional Use Permit to allow the District on-going access for vehicles, personnel and equipment. Upon initial installation of the pipeline and completion of construction, Grantor may allow the access road to be used by the public as a trail as part of Grantor's trail system ("Access Road"). The Access Road will be constructed according to the Grantor's trail standards established in the IGA.

b. Grantor shall be responsible for routine maintenance of the Access Road according to City specifications and standards of the access roads, but shall not be obligated to maintain or replace the Access Road to the standard for public trails as stated in the IGA. Each Party shall be responsible for damage to the Access Road caused by their own use of the Access Road, with the Grantor being responsible for damage caused by the public's use of the Access Road. Any Party using, or allowing the use of any roadway constructed pursuant to this Easement Agreement will do so at its own risk and responsibility, subject to the conditions of this Easement Agreement and the IGA.

c. The District will maintain safety barriers between any construction activities and equipment and any trail or trail detour in the Easement Property.

d. Once the initial installation of the pipeline is complete and the access road completed, the District agrees that the use of the Access Road, or such portion thereof as is authorized by the District, as a trail by the public shall not be deemed or claimed to interfere with the District's rights herein granted.

e. Grantor hereby agrees that it shall not place any permanent obstacles or obstructions upon the Access Road without the District's consent.

f. The District shall have the same right of ingress and egress over and across other portions of the Property, provided that such access shall be limited to travel by means

of roads, driveways and parking lots if such exist; otherwise such access shall be limited to areas of the Property as authorized by the City prior to access, where no permanent, aboveground structures exist and at such locations as to minimize the District's operational footprint on the Property. Notwithstanding the foregoing, the District shall obtain Grantor's prior written consent for any proposed permanent access road to be located outside of the Easement Property.

4. Existing Road or Trail Closures.

a. With exception of a temporary closure in an area in which the District is working, or in an area required to be closed to address an emergency situation involving an unexpected and immediate risk of harm to persons, property, or the environment, the District:

- i. will not close any existing trail and, after completion, any part of the Access Road used by Grantor as part of its trail system, within the Easement Property at any time, provided, after 14 calendar days advance notice to Grantor before such a closure, may temporarily close a trail with detours or alternative routes approved by Grantor. The District will post appropriate temporary signage to inform and direct trail users as to such detours or alternative routes; and
- ii. will minimize the disruption to Grantor's roadways and all vehicular and pedestrian traffic, including at all times providing detours (subject to City approval) that do not involve road or sidewalks closures, except for temporary closures of 112<sup>th</sup> Ave. and 88<sup>th</sup> Ave., and temporary partial closures of 81<sup>st</sup> Ave. (ensuring access to all properties and two open lanes on 81<sup>st</sup> Ave.) approved by the City Engineer, providing at least 7 calendar days advance notice to Grantor prior to any work that will impact any roadway.

b. In the event of an emergency closure pursuant to this section, the District will immediately notify Grantor of the closure, minimize the closure to the time and location needed to immediately address the emergency situation, and establish a safe and reasonable detour with signage for all users. Such closure must be no longer than necessary to immediately address the risk of harm.

c. During any exercise of its rights under this 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.

5. Grantor shall neither cause nor permit the construction or placement of any structure or building, street light, power pole, yard light, mailbox, well, reservoir, trash receptacle, or sign, temporary or permanent, or any other improvement, or the planting of any tree, woody plant or nursery stock, of any kind, on any part of the Easement Property 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 Easement Property for the Easement Purposes. Fences existing as of the date hereof which do not impair access for vehicles, personnel and equipment through the length of the Easement Property which 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. The Parties hereby acknowledge any existing fences within the Easement Property are depicted in the attached **Exhibit B**. Fences existing as of the date hereof which impair access for vehicles, personnel and equipment through the length of the Easement Property shall be modified to allow passage of vehicles, personnel and equipment by constructing a gate or other passage devise in the existing fence if applicable and desirable. Grantor shall not, however, construct or install new fencing that would impair access for vehicles, personnel and equipment through the length of the Easement Property, or otherwise unreasonably interfere with the District's use of the Easement Property for the Easement Purposes, without the written approval of the District, which approval shall not be unreasonably withheld, conditioned or delayed. Any prohibited use or installation installed or constructed on the Easement Property as of, or after the date of this Agreement, including new utility installations not conforming to Section 11 hereof, may be removed by the District without liability to the District for damages, if any, arising therefrom.

6. The District shall require all contractors and subcontractors performing work on or about the Easement Property to take all necessary safety measures consistent with this Easement Agreement with respect to the construction and maintenance activities. The District shall, prior to entering upon the Easement 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 Grantor 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 Easement Property, 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.

7. The District shall be solely 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 the District's facilities located within the Easement Property or upon the Property, except to the extent such costs, claims or other expenses are caused by the acts or omissions of Grantor, or its servants or representatives. The District will defend Grantor for any claims arising out of the foregoing.

8. After any construction or other operations by the District which disturb the surface of the Easement Property 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 District facilities and the Access Road. Topsoil shall be replaced in cultivated and agricultural areas, and any excess earth resulting from installations by the District shall be removed from the Easement Property 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.

9. The District shall have the right of subjacent and lateral support to whatever extent is reasonably necessary or desirable for the full, complete and unmolested enjoyment of the rights herein granted. Grantor shall neither take nor permit any action which would unreasonably impair the lateral or subjacent support for any sewer lines or other equipment, facilities or appurtenances within the Easement Property. Grantor shall not materially modify the earth cover over a District pipeline without advance written authorization from the District and at least forty-eight (48) hour notice to the District, as provided for in the contact information set forth in Section 19, prior to performing a modification. Any modification to District facilities shall be in conformance with District construction standards and Grantor's Conditional Use Permit applicable construction permits, and the IGA, in place at the time of performance of the modification. If any modifications to District facilities are not performed in a timely manner or are not in conformance with District construction standards, subject to the sole determination of the District, after reasonable notice to Grantor, the District will have the right to perform any necessary work to correct such nonconforming work and Grantor shall provide for full payment or reimbursement to the District of all costs of adjusting District facilities made necessary by such modification as determined by the District.

10. Grantor retains the right to the undisturbed use and occupancy of the Easement Property 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 Easement Agreement and any applicable access agreements between the Parties and are consistent with and do not impair or unreasonably interfere with any Easement Purpose or grant herein contained.

11. Grantor may authorize other new utilities such as water, storm sewer, gas, electric, and telephone, to be installed in the Easement Property, provided that they do not unreasonably interfere with the District's rights herein granted, that public utilities crossing the Easement Property cross at approximately right angles (with appropriate spacing) and that no utilities be permitted to parallel the District's facilities within ten (10) feet thereof. Except for utilities as herein authorized and for roadways, all other new surface and subsurface uses of the Easement Property must be approved in writing by the District before installation. New unauthorized or non-conforming utility installations may be removed by the District at Grantor's expense without liability for damages, if any, arising therefrom. In the event the District is forced to file an action to enforce its rights under this Easement Agreement or to recover damages for removal or installations as set forth herein, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs and expert costs as part of such action.

12. This Easement Agreement shall continue in effect so long as the rights granted herein are exercised by the District, but may be terminated: (a) by the District at any time by giving Grantor written notice by which the District expressly terminates this Easement Agreement; (b) if the District removes the pipeline for which this Easement Agreement is granted; or (c) upon mutual written agreement of the Parties. This Easement Agreement shall not be terminated based on any breach by the District of any of the covenants or conditions outlined in this Easement Agreement; provided, however, that if the District fails to cure any such breach within thirty (30) days following receipt of written notice from Grantor, or such longer time as reasonably necessary to cure the breach, Grantor shall have the right (in addition to any other right available to Grantor at law, other than the right to terminate the Easement Agreement or require removal of the District's pipeline and related facilities) without further notice to cure the breach at the District's expense, and the District shall reimburse Grantor for the actual, but reasonable, expenses incurred by Grantor in effecting such cure, not later than sixty (60) days following the District's receipt from Grantor of a demand for payment accompanied by invoices evidencing Grantor's reasonable expenses. If the Easement Agreement terminates for any reason, all right, title and interest of the District hereunder shall cease and terminate, and the Grantor shall hold the Easement Property, as the same may then be, free from the rights so abandoned or released and the District, at its election, shall immediately either abandon the pipeline in place consistent with applicable law and industry standards, or remove all material and structures of the District so abandoned or released, but nothing herein shall be construed as working a forfeiture or abandonment of any interest derived hereunder and not owned by the District at the time of the abandonment or release of the District's rights.

13. The District, in conducting any activity in the Easement 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 Easement Property. The District will notify Grantor and immediately if, during the course of any work pursuant to this Easement Agreement, the District or its contractors encounters any visible, odorous, or otherwise recognizable contamination of the Easement Property.

14. The individuals executing this Easement Agreement on behalf of the Parties represent and warrant that they are authorized to do so.

15. The benefits and burdens of this Easement Agreement shall inure to and be binding

upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the Parties hereto.

16. The District shall make timely payments to all workmen, materialmen, suppliers, and subcontractors associated with its use of this 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 Easement Agreement and its pipeline and facilities. In connection with its exercise of the rights granted by this 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, the IGA, and any other permit issued by Grantor with respect to the District's project.

17. Should any one or more provisions of this 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.

18. Unless otherwise provided in this 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. 60<sup>th</sup> 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

19. 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.

20. Any payment obligation of Grantor or the District hereunder, shall extend only to funds appropriated or otherwise lawfully made available by Grantor's City Council and the District Board, respectively, for the purpose of this 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.

21. The rights granted herein are without covenant of title or warranty of quiet possession of the Easement Property. Grantor makes no representations or warranties as to its ownership of the Easement Property or its authority to grant this Easement Agreement.

22. Excepting the IGA, 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. The terms of this Easement Agreement may be modified only by a writing duly executed and acknowledged by the Parties hereto.

**[Remainder of Page Intentionally Left Blank. Signature Page Follows.]**

Signed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GRANTOR:

\_\_\_\_\_  
The City of Commerce City

Address:

City of Commerce City  
7887 E. 60<sup>th</sup> Avenue  
Commerce City, Colorado 80022

STATE OF COLORADO \_\_\_\_\_ )  
COUNTY OF ADAMS \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by Benjamin A. Huseman, Mayor and authorized representative of the City of Commerce City, Colorado.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

Exhibit A to Resolution 2021-18

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**  
(Descriptions of Commerce City larger parcels)

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, SECOND CREEK VILLAGE, recorded with the Adams County Clerk and Recorder on January 5, 2018 at Reception No. 2018000001835.
5. An instrument entitled, BUCKLEY RANCH SUBDIVISION, recorded with the Adams County Clerk and Recorder on May 4, 2004 at Reception No. 20040504000312530.
6. 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.
7. An instrument entitled, BUFFALO HIGHLANDS FILING NO. 1, recorded with the Adams County Clerk and Recorder on December 5, 2016 at Reception No. 2016000109618.
8. An instrument entitled, Deed, recorded with the Adams County Clerk and Recorder on August 27, 2007 at Reception No. 2007000082031.
9. An instrument entitled, Special Warranty Deed, recorded with the Adams County Clerk and Recorder on August 16, 2016 at Reception No. 2016000067092.

**EXHIBIT B**  
(Easement Property Descriptions)





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 (331) PERMANENT.docx  
Date: March 2, 2021

**EXHIBIT B**  
**PROPERTY DESCRIPTION**

PARCEL SDI-0229  
City of Commerce City, A Municipal Corporation

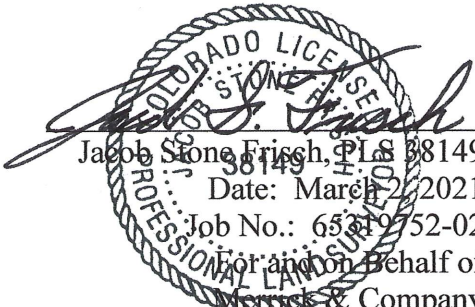
**PARCEL A:**

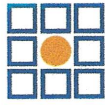
A Permanent Sanitary Sewer Easement being a portion of a parcel of land described in Special Warranty Deed recorded May 27, 2005 at Reception No. 20050527000564980 in the Adams County Clerk and Recorder's Office, being in a portion of the Northwest Quarter of Section 6, Township 2 South, Range 66 West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

**COMMENCING** at the North Quarter corner of said Section 6, whence the Northwest corner of said Section 6 bears S89°29'44"W a distance of 2,674.84 feet;  
THENCE S14°59'13"W a distance of 1,797.92 feet to the **POINT OF BEGINNING**  
**PARCEL A;**

THENCE S47°59'41"E a distance of 88.50 feet;  
THENCE S02°59'41"E a distance of 59.32 feet;  
THENCE S41°24'24"W a distance of 876.45 feet;  
THENCE S20°24'55"E a distance of 121.76 feet;  
THENCE S88°22'07"W along the southerly line of said Northwest Quarter Section 6 a distance of 42.25 feet;  
THENCE N20°24'55"W a distance of 132.10 feet;  
THENCE N41°24'24"E a distance of 884.08 feet;  
THENCE N02°59'41"W a distance of 26.43 feet;  
THENCE N47°59'41"W a distance of 71.51 feet;  
THENCE N41°24'24"E along the southeasterly right of way line of the BNSF Railroad a distance of 40.00 feet to the **POINT OF BEGINNING PARCEL A.**

Containing 1.038 net 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



**MERRICK®**

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

**TOGETHER WITH PARCEL B:**

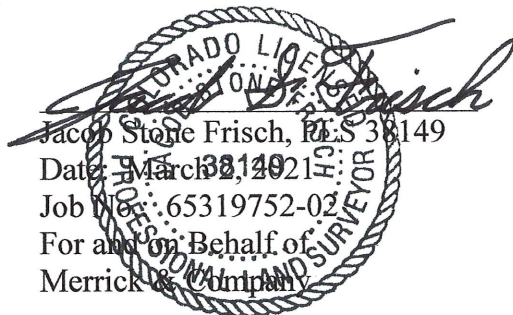
A Permanent Sanitary Sewer Easement being a portion of TRACT M, BUFFALO MESA SUBDIVISION FILING NO. 1 according to the plat thereof recorded February 12, 2003 at Reception No. C1094594 in File 18, Map 849 of the Adams County Clerk and Recorder's Office, being in a portion of the Southwest Quarter of Section 8, Township 2 South, Range 66 West of the 6<sup>th</sup> 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 N86°33'54"W a distance of 1046.92 feet to the **POINT OF BEGINNING PARCEL B;**

THENCE S89°19'37"W along the southerly line of said TRACT M a distance of 43.18 feet;  
THENCE N22°47'06"W a distance of 102.51 feet;  
THENCE N13°40'53"W a distance of 526.30 feet;  
THENCE N74°16'54"W a distance of 430.24 feet;  
THENCE N00°11'01"W along the westerly line of said TRACT M a distance of 41.59 feet;  
THENCE S74°16'54"E a distance of 465.01 feet;  
THENCE S13°40'53"E a distance of 546.49 feet;  
THENCE S22°47'06"E a distance of 115.58 feet to the **POINT OF BEGINNING PARCEL B.**

Containing 1.004 net Acres, more or less.

Containing 2.042 gross Acres, more or less.

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

T1S  
T2S

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

POINT OF COMMENCEMENT

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

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

R67W  
R66W

N00°30'28"W 2652.19'



NW1/4  
SECTION 6,  
T2S, R66W

POINT OF BEGINNING  
PARCEL A

N41°24'24"E 40.00'

N47°59'41"W 71.51'

N02°59'41"W 26.43'

S47°59'41"E 88.50'

S02°59'41"E 59.32'

EASTERLY LINE OF  
BNSF RAILROAD  
RIGHT OF WAY

BNSF RAILROAD (200' ROW)

PARCEL A  
CITY OF COMMERCE CITY,  
A MUNICIPAL CORPORATION  
AREA=1.038 ACRES ±

30' WIDE EXCLUSIVE SANITARY SEWER  
EASEMENT FOR CITY OF COMMERCE CITY  
NORTHERN INFRASTRUCTURE GENERAL  
IMPROVEMENT DISTRICT, RECEPTION NUMBER  
C0607086, BOOK 5936 PAGE 7, DATED  
10/29/1999

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

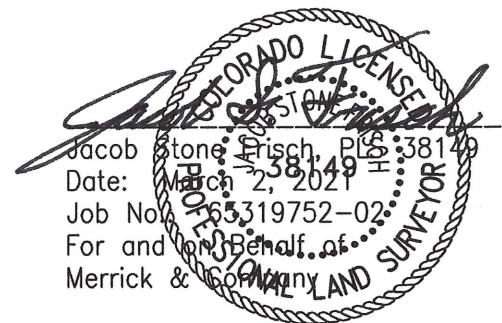
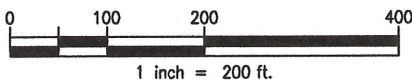
C 1/4 OF SEC. 6, T2S, R66W  
FND #6 REBAR W/ 3-1/4" DIA.  
ALUM. CAP, STAMPED "R.W. BAYER  
ASSOC., 1998, PLS 6973",  
FLUSH WITH THE GND

S20°24'55"E 121.76'

S88°22'07"W 42.25'

S88°22'07"W 2653.41'

SW1/4  
SECTION 6,  
T2S, R66W



Jacob Stone Frisch, PLS #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.

Dwg. CWS  
Ckd. JSF  
App. JSF



METRO WASTEWATER  
RECLAMATION DISTRICT

EXHIBIT B

Parcel SDI-0229

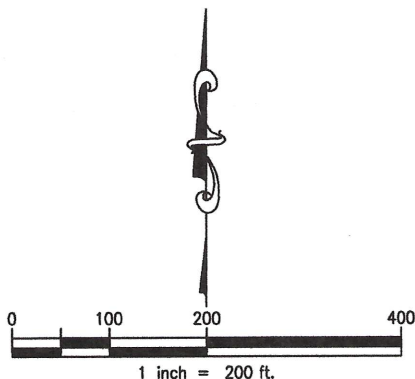
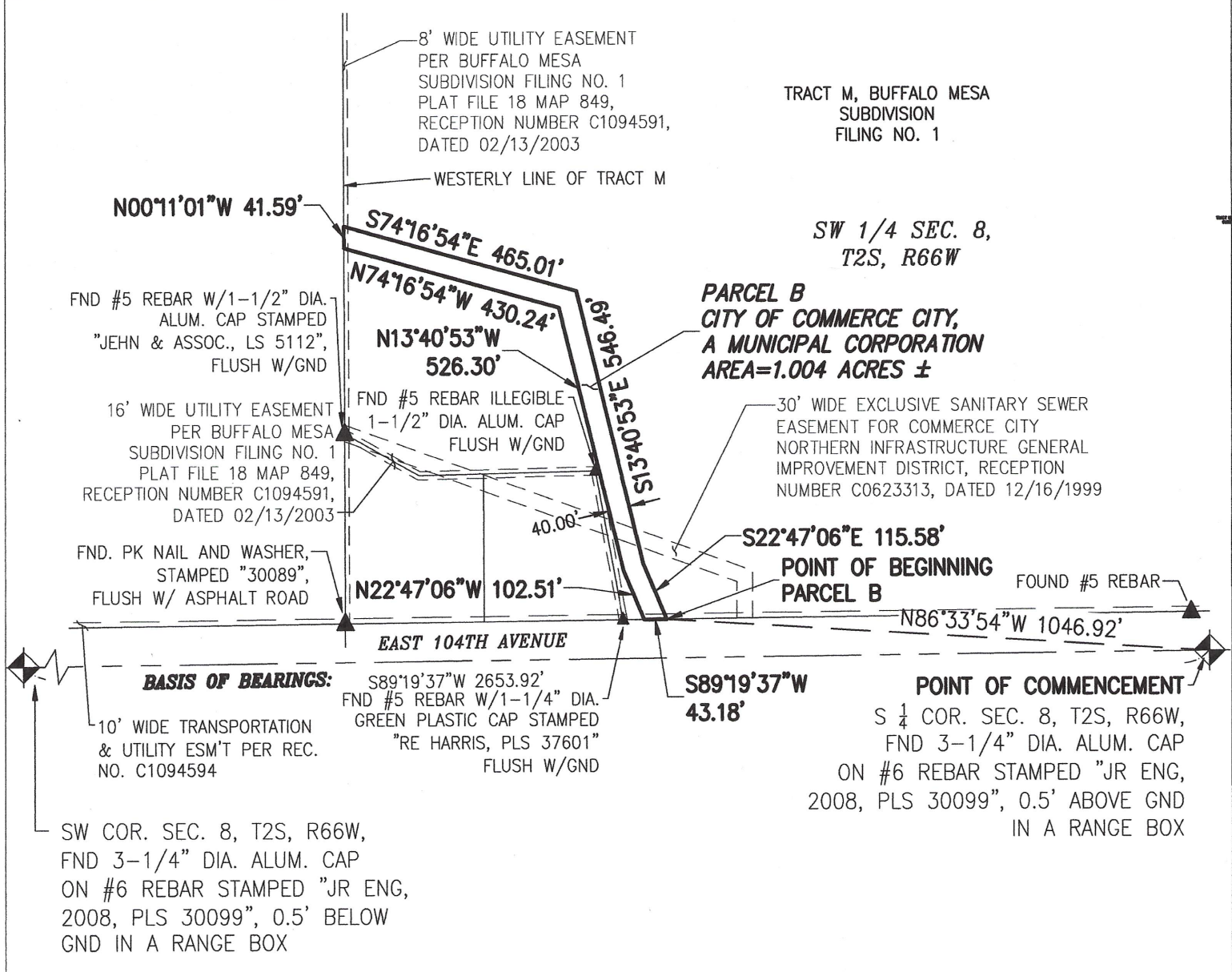
Second Creek Interceptor

DATE:  
03/2/2021

DWG. NO.  
SDI-0229

SH 3 OF 4





**NOTE**

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

Dwg. CWS  
Ckd. JSF  
App. JSF



METRO WASTEWATER  
RECLAMATION DISTRICT

**EXHIBIT B**

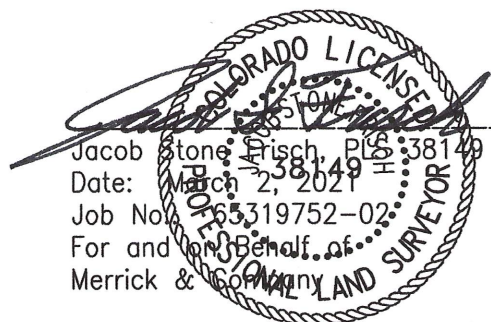
Parcel SDI-0229

Second Creek Interceptor

DATE:  
03/2/2021

DWG. NO.  
SDI-0229

SH 4 OF 4





Job No.: 65319752-02

File: SDI-0229 (230,331) PERMANENT.docx

Date: March 2, 2021

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

A Permanent Sanitary Sewer Easement 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:

**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 934.79 feet to the **POINT OF BEGINNING**;

THENCE S20°24'55"E a distance of 228.14 feet;

THENCE S06°33'04"E a distance of 474.82 feet;

THENCE S28°11'28"W non-tangent with the following described curve a distance of 103.93 feet;

THENCE along the arc of a curve to the right, along the northerly line of a parcel of land described in Perpetual Right of Way Agreement recorded January 30, 2020 at Reception No. 2020000009608 in the Adams County Clerk and Records Office, having a central angle of 02°32'25", a radius of 245.00 feet, a chord bearing N38°50'34"W a distance of 10.86 feet, and an arc distance of 10.86 feet;

THENCE S28°11'28"W non-tangent with the last and following described curves a distance of 64.54 feet;

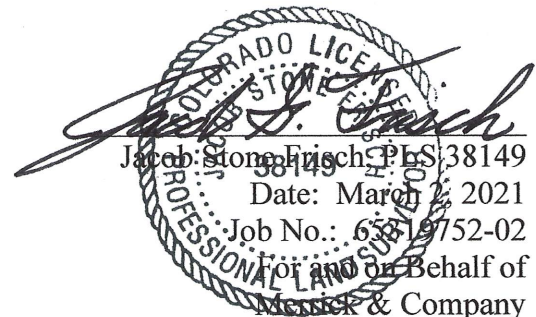
THENCE along the arc of a curve to the left, along the southerly line of said Perpetual Right of Way Agreement, having a central angle of 01°58'42", a radius of 305.00 feet, a chord bearing S43°32'41"E a distance of 10.53 feet, and an arc distance of 10.53 feet;

THENCE S28°11'28"W non-tangent with the last described curve a distance of 67.76 feet;

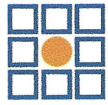
THENCE S24°25'30"E a distance of 650.55 feet;

THENCE S10°58'23"W a distance of 1073.89 feet;

THENCE S15°24'23"E a distance of 80.96 feet;

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



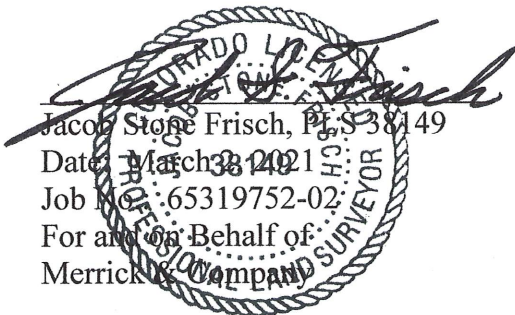


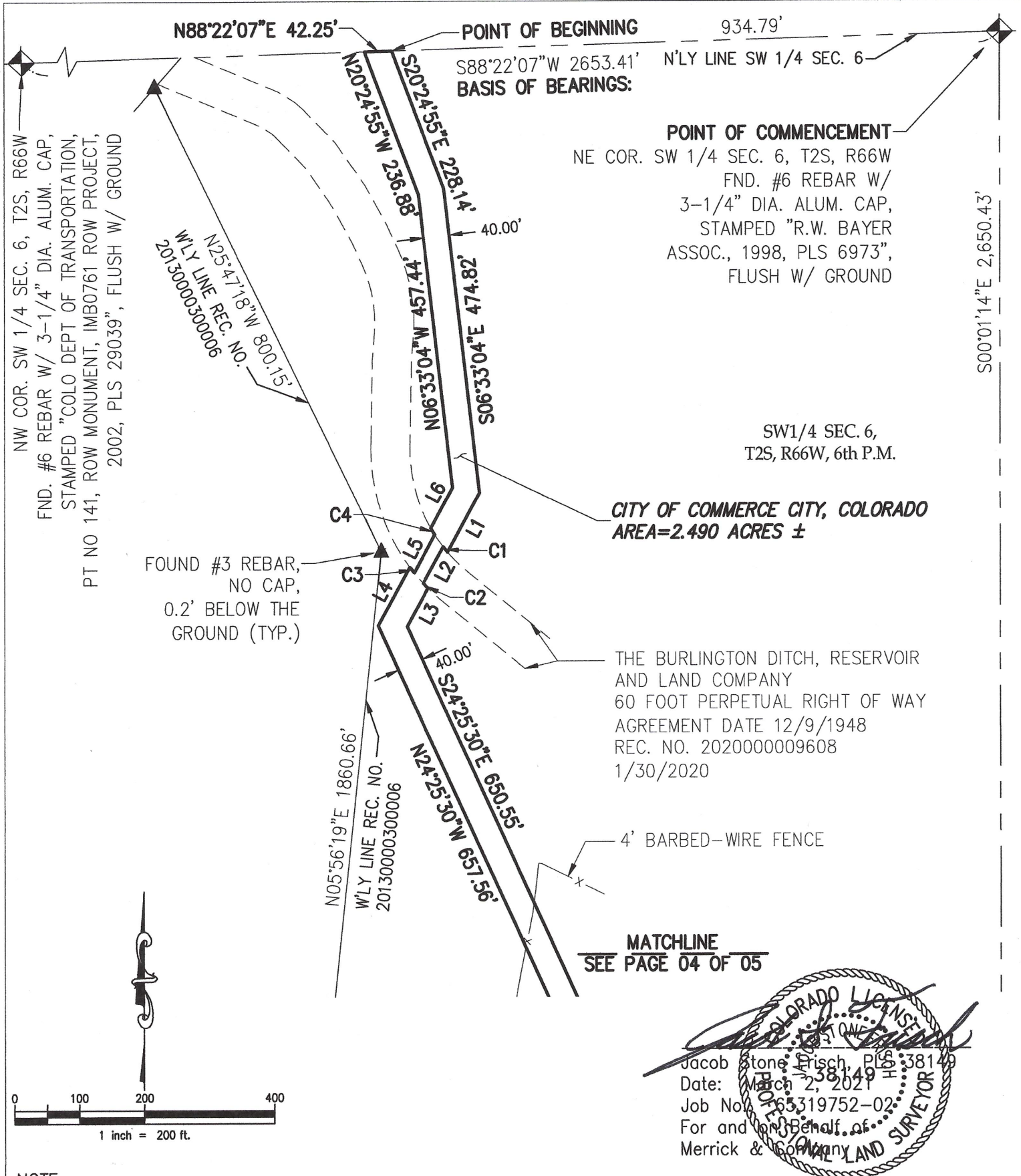
**MERRICK®**

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

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 41.18 feet;  
THENCE N15°24'23"W a distance of 80.54 feet;  
THENCE N10°58'23"E a distance of 1070.50 feet;  
THENCE N24°25'30"W a distance of 657.56 feet;  
THENCE N28°11'28"E non-tangent with the following described curve a distance of 103.14 feet;  
THENCE along the arc of a curve to the left, along said southerly line of that Perpetual Right of Way Agreement, having a central angle of 02°03'42", a radius of 305.00 feet, a chord bearing S37°29'32"E a distance of 10.97 feet, and an arc distance of 10.97 feet;  
THENCE N28°11'28"E non-tangent with the last and following described curves a distance of 66.88 feet;  
THENCE along the arc of a curve to the right, along said northerly line of that Perpetual Right of Way Agreement having a central angle of 02°43'27", a radius of 245.00 feet, a chord bearing N30°57'57"W a distance of 11.65 feet, and an arc distance of 11.65 feet;  
THENCE N28°11'28"E non-tangent with the last described curve a distance of 71.08 feet;  
THENCE N06°33'04"W a distance of 457.44 feet;  
THENCE N20°24'55"W a distance of 236.88 feet;  
THENCE N88°22'07"E along said northerly line of the Southwest Quarter of Section 6 a distance of 42.25 feet to the **POINT OF BEGINNING**.

Containing 2.490 Acres, more or less.

  
Jacob Stone Frisch, PLS 38149  
Date: March 30, 2021  
Job No.: 65319752-02  
For and on Behalf of  
Merrick & Company  
SURVEYOR



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

Dwg. JSF  
Ckd. CP  
App. JSF



METRO WASTEWATER  
RECLAMATION DISTRICT

### EXHIBIT B

Parcel SDI-0229

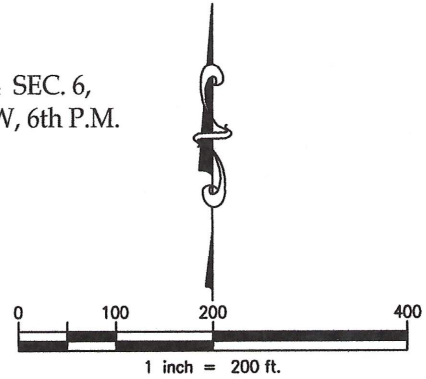
Second Creek Interceptor

DATE:  
3/02/2021  
DWG. NO.  
SDI-229(230)  
SH 3 OF 5

SEE PAGE 03 OF 05  
MATCHLINE

CITY OF COMMERCE CITY, COLORADO  
2.490 ACRES ±

SW1/4 SEC. 6,  
T2S, R66W, 6th P.M.



S00°01'14"E 2,650.43'

FOUND #5 REBAR WITH 1-1/4" DIA.  
ORANGE PLASTIC CAP, STAMPED  
"AMERICAN WEST, PLS 38046",  
PROJECTING 0.3' ABOVE THE  
GROUND SURFACE

N05°56'19"E 1860.66'  
W'LY LINE REC. NO.  
20130000300006

4' BARBED-WIRE FENCE  
N10°58'23"E 1070.50'

S10°58'23"W 1073.89'

SE COR. SW 1/4 SEC. 6, T2S, R66W  
FND. 3-1/4" DIA. ALUM. CAP,  
STAMPED "COLO DEPT  
OF TRANSPORTATION,  
1995, PLS 25384",  
0.7' BELOW GROUND

S'LY LINE REC. NO.  
20130000300006

N15°24'23"W  
80.54'

40.00'

40.00'

30.00'

S88°21'17"W 1318.09'

S88°21'17"W 41.18'

SEC. 7

W 1/16 COR. SECS 6&7, T2S, R66W  
FND #6 REBAR W/  
1" DIA. YELLOW PLASTIC CAP,  
STAMPED "R.W. BAYER, PLS 6973",  
0.2' BELOW THE GROUND  
ATTACHED 3.25" DIA. ALUM. CAP  
TO #6 REBAR,  
STAMPED "2019, PLS 38149"

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

NOTE

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Dwg. JSF  
Ckd. CP  
App. JSF



METRO WASTEWATER  
RECLAMATION DISTRICT

EXHIBIT B

Parcel SDI-0229

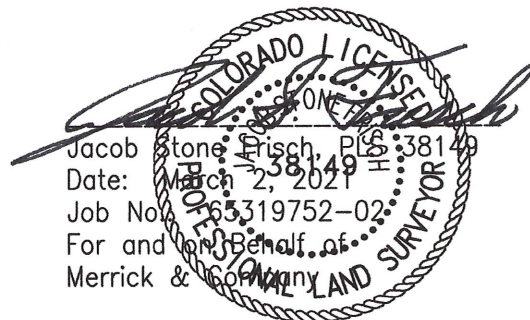
Second Creek Interceptor

DATE:  
3/02/2021  
DWG. NO.  
SDI-229(230)  
SH 4 OF 5



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S28° 11' 28"W	103.93'
L2	S28° 11' 28"W	64.54'
L3	S28° 11' 28"W	67.76'
L4	N28° 11' 28"E	103.14'
L5	N28° 11' 28"E	66.88'
L6	N28° 11' 28"E	71.08'

CURVE TABLE						
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH	
C1	2° 32' 25"	245.00'	N38° 50' 34"W	10.86'	10.86'	
C2	1° 58' 42"	305.00'	S43° 32' 41"E	10.53'	10.53'	
C3	2° 03' 42"	305.00'	S37° 29' 32"E	10.97'	10.97'	
C4	2° 43' 27"	245.00'	N30° 57' 57"W	11.65'	11.65'	



**NOTE**

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Dwg. JSF  
 Ckd. CP  
 App. JSF



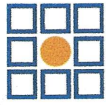
METRO WASTEWATER  
RECLAMATION DISTRICT

**EXHIBIT B**

Parcel SDI-0229

Second Creek Interceptor

DATE:  
3/02/2021  
 DWG. NO.  
SDI-229(230)  
 SH 5 OF 5



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303-751-0741 / Fax 303-751-2581 / www.merrick.com

Job No.: 65319752-02

File: \Exhibits & Property Descriptions\SDI-0249\SDI-0249(SD-218).docx

Date: March 2, 2021

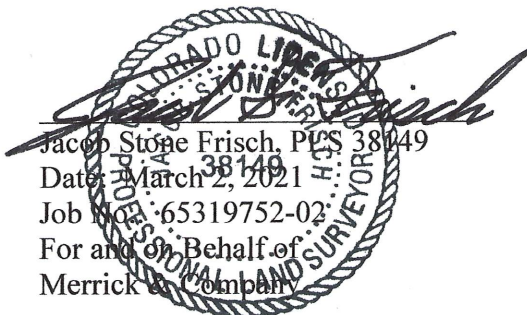
**EXHIBIT B**  
**PROPERTY DESCRIPTION**  
PARCEL SDI-0229  
The City of Commerce City

A Permanent Sanitary Sewer Easement being a portion of TRACT B, SECOND CREEK VILLAGE per the plat thereof recorded January 5, 2018 at Reception No. 2018000001835 in 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 Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

**COMMENCING** at the West Quarter Corner of said Section 8, whence the Southwest Corner of said Section 8 bears S00°11'01"E a distance of 2,653.00 feet;  
**THENCE** S02°38'59"E a distance of 1,394.34 feet to the **POINT OF BEGINNING**;

**THENCE** S47°08'21"E a distance of 296.82 feet;  
**THENCE** S74°16'54"E a distance of 741.25 feet;  
**THENCE** S00°11'01"E along the easterly line of said TRACT B a distance of 41.59 feet;  
**THENCE** N74°16'54"W a distance of 762.30 feet;  
**THENCE** N47°08'21"W a distance of 269.11 feet;  
**THENCE** N00°11'01"W along the westerly line of said TRCAT B a distance of 54.73 feet to the **POINT OF BEGINNING**.

Containing 41,389 square feet (0.951 Acres), more or less.



**POINT OF COMMENCEMENT**

W 1/4 COR. SEC. 8, T2S, R66W,  
FND 3-1/4" DIA. ALUM. CAP  
STAMPED "1/4 7 8, RW BAYER, 1994, PLS 8677",  
1.0' BELOW GND IN RANGE BOX

TRACT B,  
SECOND CREEK VILLAGE

EASTERLY LINE OF TRACT B

N00°11'01"W  
54.73'

**POINT OF BEGINNING**

S47°08'21"E 296.82'

30.00' WIDE UTILITY EASEMENT FOR  
SOUTH ADAMS COUNTY WATER AND  
SANITATION DISTRICT PER  
RECEPTION NUMBER C10721582,  
DATED 12/27/2002

N47°08'21"W  
269.11'

CHAMBERS RD.

S00°11'01"E 2653.00'

**BASIS OF BEARINGS:**

WESTERLY LINE  
TRACT B

25.00' WIDE STORM  
DRAINAGE EASEMENT  
TTRG Commerce City CO, LLC  
REC. NO. 2019000000824

S74°16'54"E 741.25'

N74°16'54"W 762.30'

THE CITY OF COMMERCE CITY  
AREA=41,389 SQ FT ±

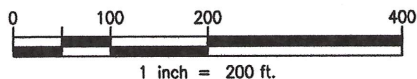
S00°11'01"E  
41.59'

SW 1/4 SEC. 8,  
T2S, R66W

SOUTHERLY LINE  
TRACT B

30.00' WIDE EXCLUSIVE UTILITY  
EASEMENT FOR COMMERCE CITY  
NORTHERN INFRASTRUCTURE  
GENERAL IMPROVEMENT  
DISTRICT PER RECEPTION  
NUMBER C0639595, DATED  
02/10/2000

10' WIDE TRANSPORTATION  
& UTILITY ESM'T PER REC.  
NO. C1094594



EAST 104TH AVENUE

**NOTE**

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It is intended only to depict the attached description.

Dwg. CWS  
Ckd. JSF  
App. JSF

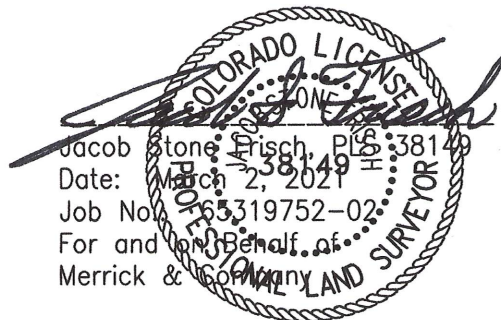


METRO WASTEWATER  
RECLAMATION DISTRICT

**EXHIBIT B**

Parcel SDI-0229

Second Creek Interceptor



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

DATE:  
03/02/2021

DWG. NO.  
SDI-0249

SH 2 OF 2





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Job No.: 65319752-02

File: SDI-0229 (234,282) PERMANENT.docx

Date: March 2, 2021

**EXHIBIT B**  
**PROPERTY DESCRIPTION**

PARCEL SDI-0229

City of Commerce City, a Colorado municipal Corporation

A Permanent Sanitary Sewer Easement being 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:

**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 N89°16'36"E along the southerly line of said Northeast Quarter of Section 17 a distance of 1,277.01 feet to the **POINT OF BEGINNING**;

THENCE N23°26'12"W a distance of 65.04 feet;

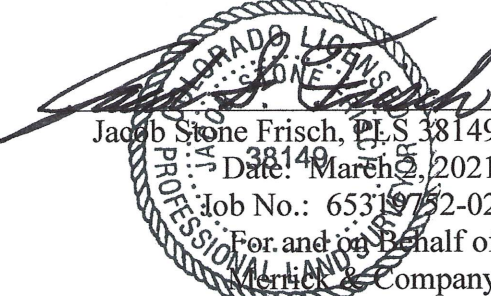
THENCE the following two (2) courses along the northerly and easterly lines of a 30.00 foot wide sanitary sewer easement recorded January 26, 2000 at Reception Number C0635095, Book 6018 at Page 697 in the Adams County Clerk and Recorder's Office:

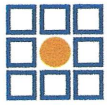
1. S89°16'36"W along a line being sixty (60.00) feet northerly of and parallel with said southerly line of the Northeast Quarter of Section 17 a distance of 343.35 feet;
2. THENCE N17°28'53"W along a line being thirty (30.00) feet easterly of and parallel with the westerly line of said TRACT N and the northerly prolongation thereof a distance of 1,409.04 feet;

THENCE N61°24'46"W a distance of 542.69 feet;

THENCE N00°16'15"E along the westerly line of said Northeast Quarter of Section 17 a distance of 45.44 feet;

THENCE S61°24'46"E along the southerly line of said sanitary sewer easement recorded January 26, 2000 at Reception Number C0635095 and the easterly prolongation thereof a distance of 580.37 feet;

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



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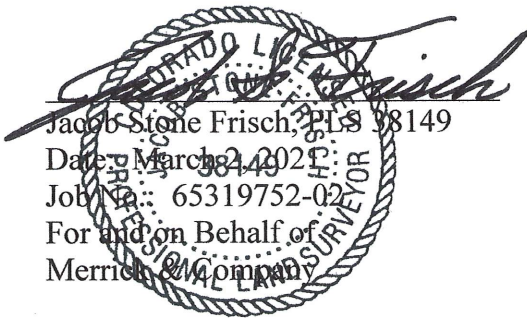
THENCE the following two (2) course along lines being 40.00 feet easterly and northerly of and parallel with said easterly and northerly lines of that sanitary sewer easement recorded January 26, 2000 at Reception Number C0635095;

1. S17°28'53"E along a line being 70.00 feet easterly of and parallel with said westerly line of TRACT N a distance of 1,395.45 feet;
2. THENCE N89°16'36"E along a line being 100.00 feet northerly of and parallel with said southerly line of the Northeast Quarter of Section 17 a distance of 340.23 feet;

THENCE S23°26'12"E a distance of 108.41 feet;

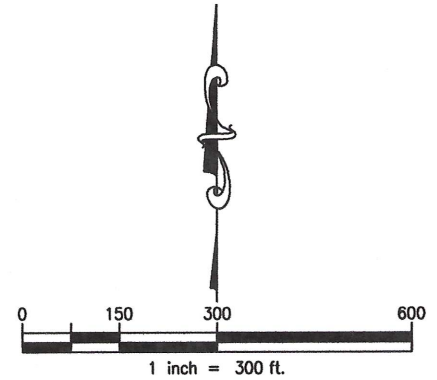
THENCE S89°16'36"W along said southerly line of the Northeast Quarter of Section 17 a distance of 43.37 feet to the **POINT OF BEGINNING**.

Containing 2.197 Acres, more or less.



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



BUCKLY RANCH SUBDIVISION

RECEPTION NUMBER

20040504000312530

05/04/2004

30.0' WIDE SANITARY EASEMENT  
 FOR COMMERCE CITY NORTHERN  
 INFRASTRUCTURE GENERAL  
 IMPROVEMENT DISTRICT REC.  
 NUMBER C0635095, BK 6018  
 PG 697, 01/26/2000

TRACT N

30' WIDE UTILITY EASEMENT PER  
 RECEPTION NUMBER 20040504000312530,  
 05/04/2004

*The City of Commerce City,  
 a Colorado municipal Corporation*  
**AREA=95,692 SQ FT  
 (2.197 ACRES) ±**

8' WIDE UTILITY EASEMENT  
 PER RECEPTION NUMBER  
 20040504000312530,  
 05/04/2004

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

BASIS OF BEARINGS:  
 N00°16'15"E 2,657.55'

N00°16'15"E 45.44'

S61°24'46"E 580.37'

N61°24'46"W 542.69'

60' WIDE UTILITY  
 EASEMENT FOR  
 GATEWAY AMERICAN  
 PROPERTIES, LLC  
 PER RECEPTION  
 NUMBER C0752628,  
 DATED 01/19/2001  
 AND RECEPTION  
 NUMBER C0792274,  
 07/27/2001

8' WIDE UTILITY  
 EASEMENT PER REC.  
 NUMBER  
 20040504000312530,  
 05/04/2004

NE1/4 SECTION 17,  
 T2S, R66W

WESTERLY LINE OF NE1/4  
 OF SECTION 17

WESTERLY LINE OF TRACT N

POINT OF COMMENCEMENT

CENTER 1/4 OF SECTION 17, T2S, R66W  
 FOUND #6 REBAR WITH 3-1/4"  
 DIA. ALUM. CAP, STAMPED  
 "1999, PLS 25379", FLUSH  
 WITH GROUND SURFACE

FOUND #5 REBAR WITH 1-1/4" YELLOW  
 PLASTIC CAP, STAMPED "LS 24968",  
 FLUSH WITH GROUND SURFACE

N89°16'36"E 2,654.24'

SOUTHERLY LINE OF NE1/4 OF SECTION 17

FOUND #4 REBAR WITH 1-1/4" ORANGE PLASTIC CAP,  
 STAMPED "LS 28286", FLUSH WITH GROUND SURFACE

N23°26'12"W 65.04'

POINT OF BEGINNING

S89°16'36"W 43.36'

NOTE

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

Dwg. ELZ  
 Ckd. JSF  
 App. JSF



METRO WASTEWATER  
 RECLAMATION DISTRICT

EXHIBIT B

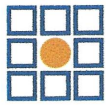
Parcel SDI-0229

Second Creek Interceptor

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

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





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Job No.: 65319752-02

File: Exhibits & Property Descriptions\SDI-0283\SDI-0283.docx

Date: March 2, 2021

**EXHIBIT B**  
**PROPERTY DESCRIPTION**

SDI-0229

City of Commerce City, a Colorado Municipal Corporation

A Permanent Sanitary Sewer Easement being a portion of TRACT H, FRONTERRA VILLAGE FILING NO. 3, according to the plat thereof recorded December 20, 2002 at File 18 Map 816 at 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 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

**PARCEL A:**

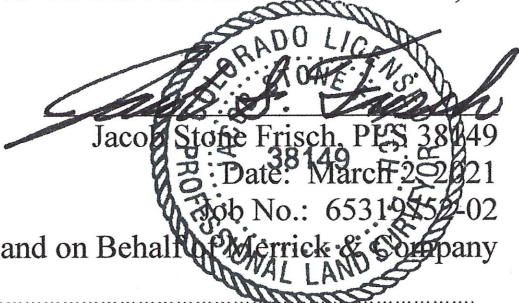
**COMMENCING** at the Center Quarter Corner of said Section 17, whence the East Quarter Corner of said Section 17 bears N89°16'36"E a distance of 2,654.24 feet;  
**THENCE** N89°16'36"E along the northerly line of said Southeast Quarter of Section 17, said line also being the northerly line of said TRACT H a distance of 1,276.84 feet to the **POINT OF BEGINNING PARCEL A;**

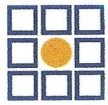
**THENCE** continuing N89°16'36"E along said northerly line of Tract H a distance of 43.37 feet;  
**THENCE** S23°27'02"E along the westerly line of a parcel of land described in Book 5952 at Page 111, Reception No. C0612528, recorded November 12, 1999 in the Adams County Clerk and Recorder's Office a distance of 774.91 feet;  
**THENCE** N39°19'01"W along the westerly line of said Tract H a distance of 146.31 feet;  
**THENCE** N23°27'02"W along a line being 40.00 feet westerly of and parallel with said westerly line that parcel of land described in Reception No. C0612528 a distance of 650.93 feet to the **POINT OF BEGINNING PARCEL A.**

Containing 28,517 net square feet (0.655 Acres), more or less.

**TOGETHER WITH PARCEL B:**

**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** N10°30'10"W a distance of 162.26 feet to the **POINT OF BEGINNING PARCEL B;**

  
Jacob Stoffe Frisch, PLS 38149  
Date: March 2, 2021  
Job No.: 65319752-02  
For and on Behalf of Merrick & Company



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THENCE S89°04'32"W along said southerly line of TRACT H a distance of 47.23 feet;  
THENCE the following two (2) courses along a line being 40.00 feet westerly of and parallel with said westerly line of that parcel of land described in Reception No. C0612528:

1. N33°02'48"W a distance of 1,231.32 feet;
2. THENCE N23°27'02" a distance of 441.52 feet;

THENCE the following two (2) courses along westerly lines of said TRACT H:

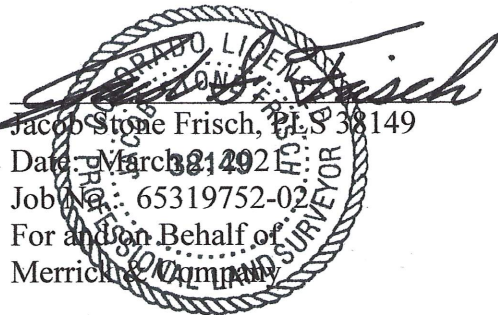
1. N10°28'29"E a distance of 36.62 feet;
2. THENCE N06°30'09"W a distance of 67.10 feet;

THENCE the following two (2) courses along said westerly line of that parcel of land described in Reception No. C0612528:

1. S23°27'02"E a distance of 532.73 feet;
2. THENCE S33°02'48"E a distance of 1,253.08 feet to the **POINT OF BEGINNING PARCEL B.**

Containing 1.580 net Acres, more or less.

Containing 2.234 gross Acres, more or less.



Jacob Stone Frisch, PLS 38149  
Date: March 21, 2012  
Job No.: 65319752-02  
For and on Behalf of  
Merrick & Company



**POINT OF COMMENCEMENT PARCEL A**  
 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

**POINT OF  
 BEGINNING  
 PARCEL A**  
**N89°16'36"E**  
**43.37'**

**BASIS OF BEARINGS:** N89°16'36"E 2654.24'

1276.84'  
 WESTERLY LINES  
 OF TRACT H

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

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

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

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

**MATCHLINE**  
**SEE PAGE 4 OF 5**

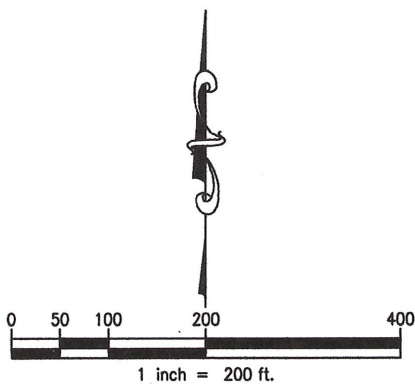
WESTERLY LINE OF  
 RECEPTION NUMBER  
 C0612528, BOOK 5952  
 PAGE 111

SE 1/4  
 SECTION 17,  
 T2S, R66W

**N39°19'01"W**  
**146.31'**

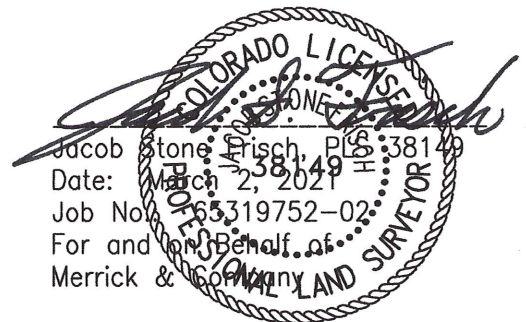
**PARCEL A**  
**CITY OF COMMERCE CITY,**  
**A COLORADO MUNICIPAL**  
**CORPORATION**  
**AREA=28,517 SQ FT**  
**(0.655 ACRES) ±**

**PARCEL B**  
**CITY OF COMMERCE CITY,**  
**A COLORADO MUNICIPAL**  
**CORPORATION**  
**AREA=1.580 ACRES ±**



**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

Second Creek Interceptor

DATE:  
 03/02/2021

DWG. NO.  
 SDI-0283

SH 3 OF 5

SEE PAGE 3 OF 5  
MATCHLINE

PARCEL A  
CITY OF COMMERCE CITY,  
A COLORADO MUNICIPAL  
CORPORATION  
AREA=28,517 SQ FT  
(0.655 ACRES) ±

SE 1/4  
SECTION 17,  
T2S, R66W

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

N06°30'09"W  
67.10'

N10°28'29"E  
36.62'

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",

WESTERLY LINE OF  
RECEPTION NUMBER 0.5' BELOW THE GROUND SURFACE  
C0612528, BOOK 5952  
PAGE 111

PARCEL B  
CITY OF COMMERCE CITY,  
A COLORADO MUNICIPAL  
CORPORATION  
AREA=1.580 ACRES ±

W'LY LINES  
OF TRACT H

N23°27'02"W 441.52'

S23°27'02"E 532.73'

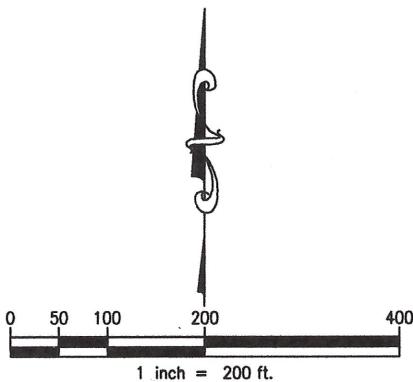
S33°02'48"E 1,253.08'

N33°02'48"W  
1231.32'

40.00'

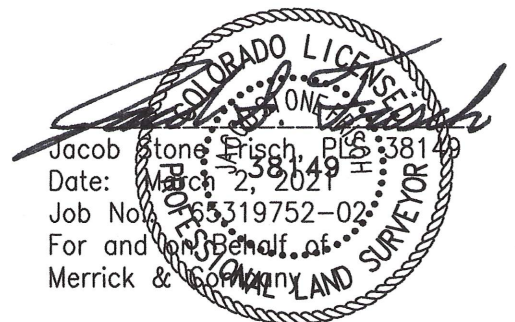
MATCHLINE  
SEE PAGE 5 OF 5

N00°09'33"E 1320.28'



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

Second Creek Interceptor

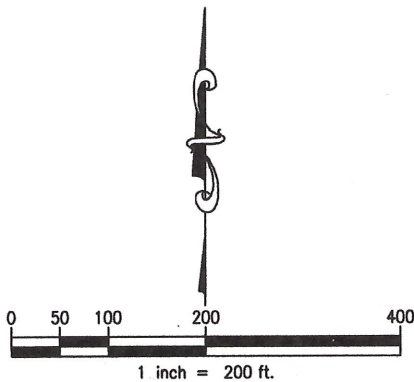
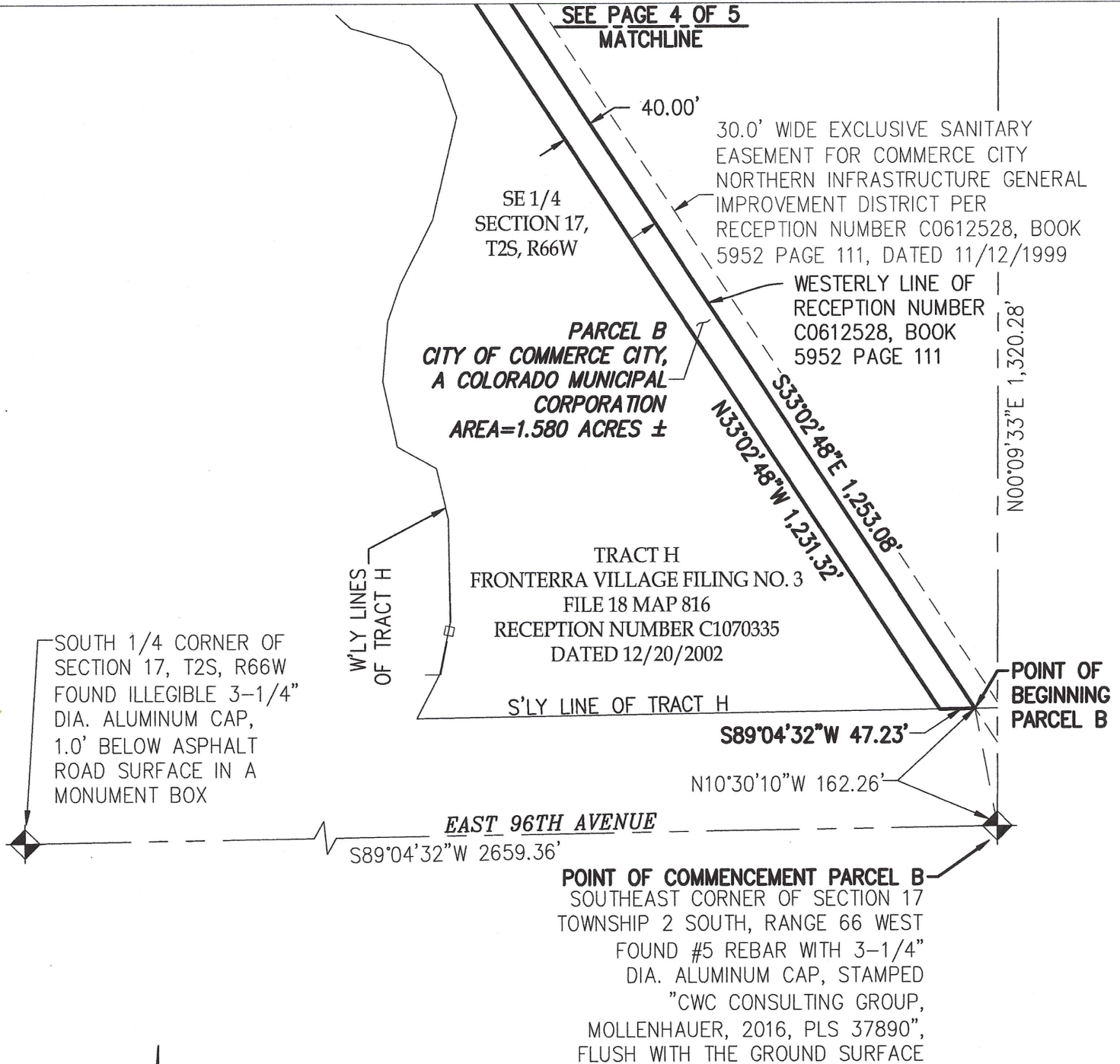
DATE:  
03/02/2021

DWG. NO.  
SDI-0283

SH 4 OF 5



SEE PAGE 4 OF 5  
MATCHLINE



**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

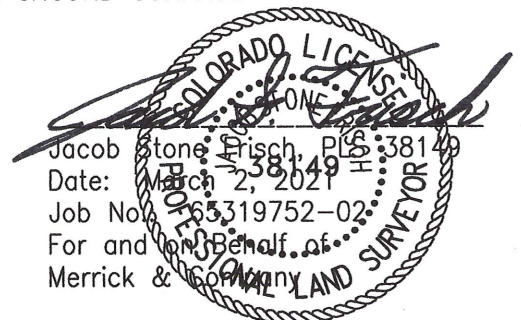


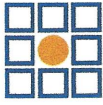
METRO WASTEWATER  
RECLAMATION DISTRICT

**Exhibit B**

Parcel SDI-0229  
Second Creek Interceptor

DATE:  
03/02/2021  
DWG. NO.  
SDI-0283  
SH 5 OF 5





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Job No.: 65319752-02

File: SDI-0229 (267,291,365) PERMANENT.docx

Date: March 2, 2021

**EXHIBIT B**  
**PROPERTY DESCRIPTION**

PARCEL SDI-0229

City of Commerce City, a Municipal Corporation

A Permanent Sanitary Sewer Easement being a portion of TRACT G, 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 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

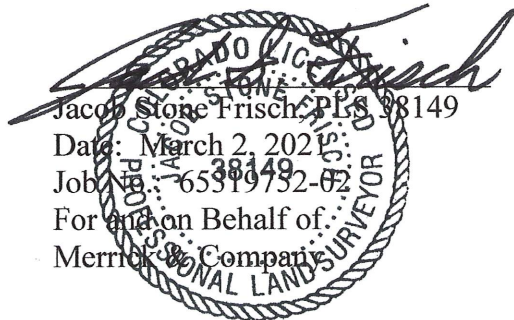
**COMMENCING** at the Northwest corner of said Section 21, whence the West Quarter corner of said Section 21 bears S00°12'07"W a distance of 2667.13 feet;  
THENCE S00°12'07"W along the westerly line of said West Half of Section 21 a distance of 623.61 feet to the **POINT OF BEGINNING**;

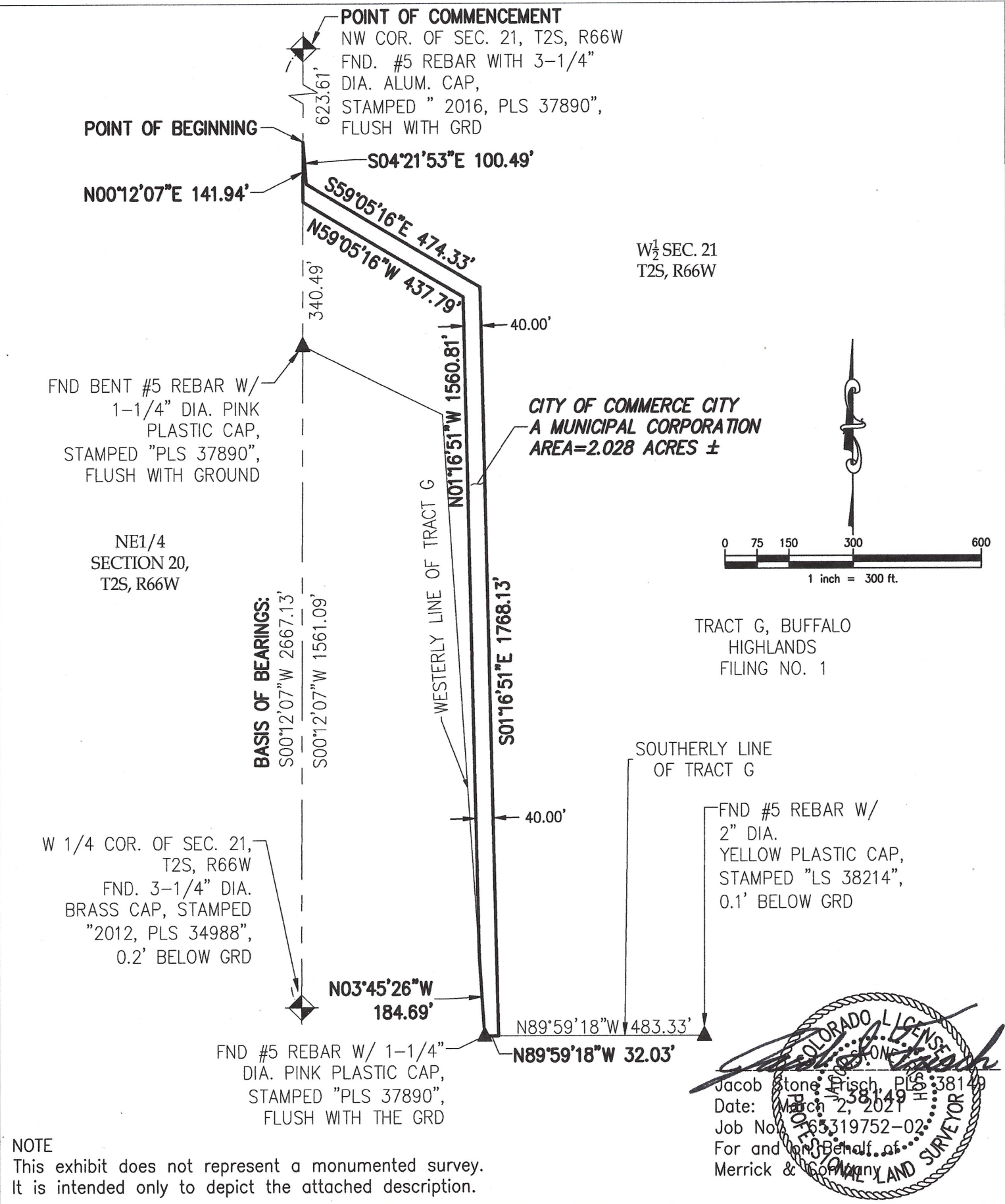
THENCE S04°21'53"E a distance of 100.49 feet;  
THENCE S59°05'16"E a distance of 474.33 feet;  
THENCE S01°16'51"E a distance of 1768.13 feet;  
THENCE the following two (2) course along the southerly and westerly lines of said TRACT G:


1. S89°59'18"W a distance of 32.03 feet;
2. THENCE N03°45'26"W a distance of 184.69 feet;

THENCE N01°16'51"W a distance of 1560.81 feet;  
THENCE N59°05'16"W a distance of 437.79 feet;  
THENCE N00°12'07"E along said westerly line of the West Half of Section 21 a distance of 141.94 feet to the **POINT OF BEGINNING**.

Containing 2.028 Acres, more or less.





Dwg. <u>CWS</u> Ckd. <u>JSF</u> App. <u>JSF</u>	 <b>METRO WASTEWATER RECLAMATION DISTRICT</b>	<b>EXHIBIT B</b> Parcel SDI-0229 Second Creek Interceptor	DATE: 3/02/2021 DWG. NO. SDI-0229(267,291,365) PE SH 2 OF 2
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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) PERMANENT.docx

Date: March 2, 2021

**EXHIBIT B**  
**PROPERTY DESCRIPTION**

PARCEL SDI-0229

City of Commerce City, Colorado, a Colorado Municipal Corporation

A Permanent Sanitary Sewer Easement being a portion 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:

**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 S14°12'03"W a distance of 103.59 feet to the **POINT OF BEGINNING**;

THENCE S00°11'51"W a distance of 209.57 feet;

THENCE S04°21'53"E a distance of 314.52 feet;

THENCE S00°12'07"W along the easterly line of said Northeast Quarter of Section 20 a distance of 141.94 feet;


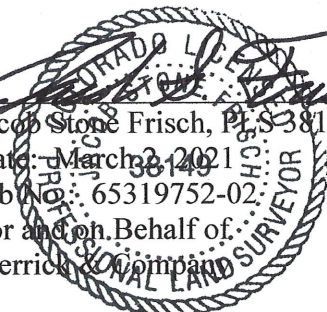
THENCE N59°05'16"W a distance of 35.15 feet;

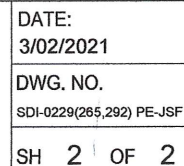
THENCE N04°21'53"W a distance of 437.31 feet;

THENCE N00°11'51"E a distance of 210.38 feet;

THENCE N89°04'32"E along the northerly line of said Parcel C a distance of 40.01 feet to the **POINT OF BEGINNING**.

Containing 25,581 square feet (0.587 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  






Merrick & Company  
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303-751-0741 / Fax 303-751-2581 / www.merrick.com

Job No.: 65319752-02

File: SDI-0229 (269,293) PERMANENT.docx

Date: March 2, 2021

**EXHIBIT B**  
**PROPERTY DESCRIPTION**

PARCEL SDI-0229

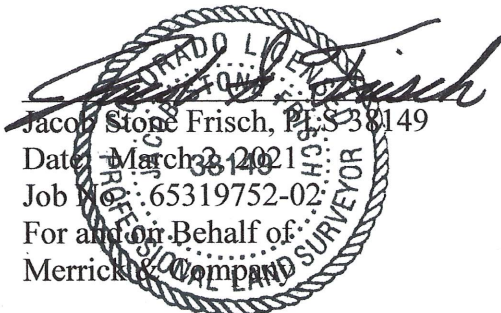
City of Commerce City, a Colorado home rule municipality  
within the County of Adams and State of Colorado

A Permanent Sanitary Sewer Easement being a portion of a parcel of land described in Special Warranty Deed recorded August 16, 2016 at Reception Number 2016000067092 in the Adams County Clerk and Recorder's Office, being in the West Half of Section 21, Township 2 South, Range 66 West, 6<sup>th</sup> Principle Meridian, County of Adams, State of Colorado, being more particularly described as follows:

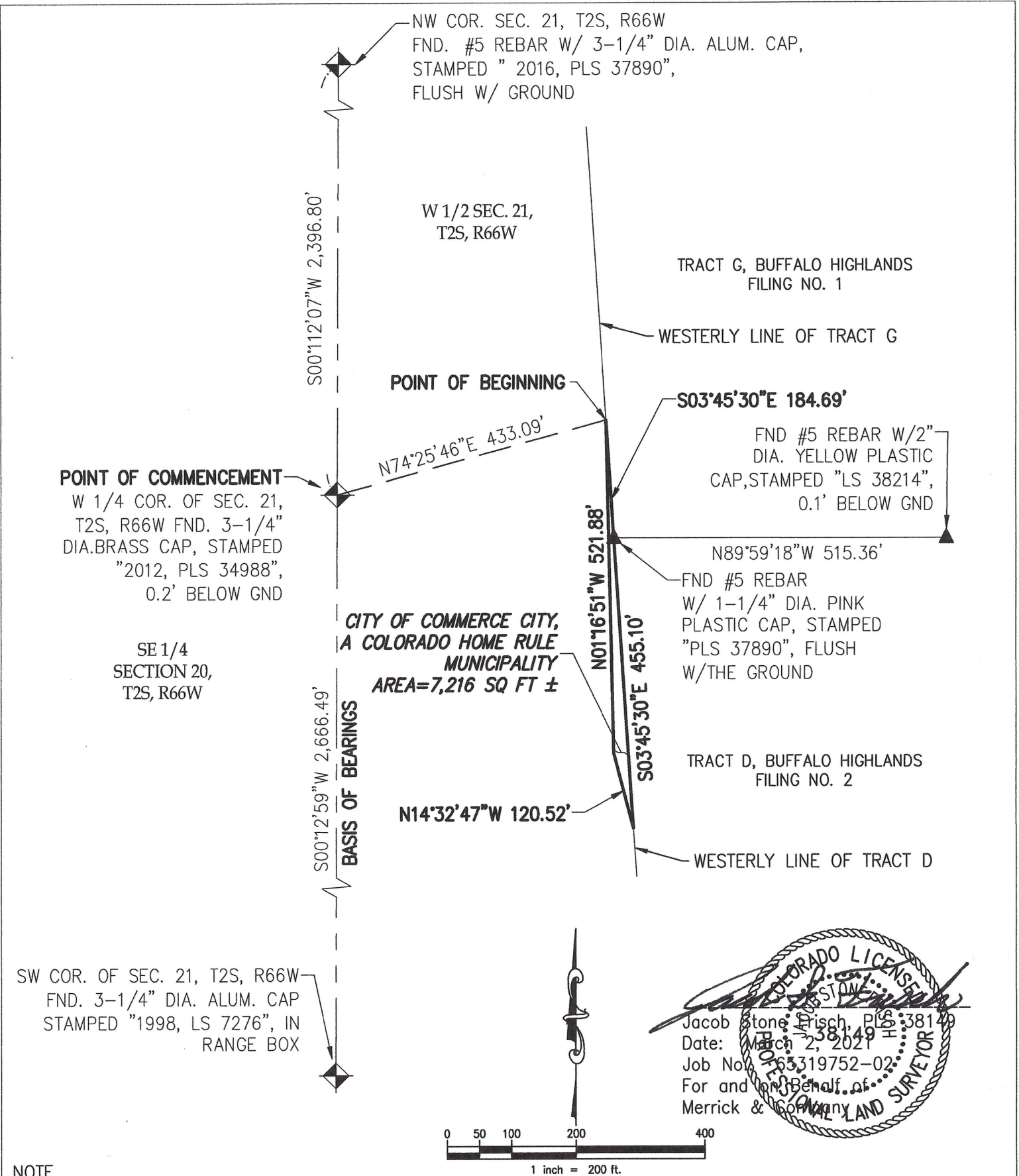
**COMMENCING** at the West Quarter Corner of said Section 21, whence the Southwest Corner of said Section 21 bears S00°12'59"W a distance of 2,666.49 feet;  
**THENCE** N74°25'46"E a distance of 433.09 feet to the **POINT OF BEGINNING**;

**THENCE** S03°45'30"E along the westerly line of TRACT G, BUFFALO HIGHLANDS FILING NO. 1, per the plat thereof recorded December 15, 2016 at Reception No. 20160000109618 in the Adams County Clerk and Recorder's Office a distance of 184.69 feet;  
**THENCE** continuing S03°45'30"E along the westerly line of TRACT D, BUFFALO HIGHLANDS FILING NO. 2, per the plat thereof recorded March 16, 2018 at Reception No. 2018000021903 and re-recorded March 20, 2018 at Reception No. 201800002278, both in the Adams County Clerk and Recorder's Office a distance of 455.10 feet;  
**THENCE** N14°32'47"W a distance of 120.52 feet  
**THENCE** N01°16'51"W a distance of 521.88 feet to the **POINT OF BEGINNING**.

Containing 7,216 square feet, 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.

Dwg. CWS  
Ckd. JSF  
App. JSF



METRO WASTEWATER  
RECLAMATION DISTRICT

## Exhibit B

Parcel SDI-0229

Second Creek Interceptor

DATE:  
3/02/2021  
DWG. NO.  
SDI-0229(269,293) PE  
SH 2 OF 2