

## LEASE OF PROPERTY FOR LIVESTOCK GRAZING

**THIS LIVESTOCK GRAZING LEASE** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “Lessor” or “City”) and **RUNNING CREEK RANCH, LLC**, a limited liability company with its principal place of business located at 45400 RD, 21 Elizabeth, CO 80107 (the “Tenant”), collectively “the Parties”.

The Parties hereby agree as follows:

**1. Leased Premises.** The City owns real property in Arapahoe County, Colorado, including improvements located thereupon, described as approximately six hundred sixty-two (662) acres (“City Premises”) as more particularly described in the attached Grazing Lease Parcel Description, and as generally illustrated on the attached map, Exhibits A and B respectively, which are incorporated by reference herein. Subject to the terms and conditions set forth herein, the City hereby grants a lease, and Tenant accepts such lease, for the nonexclusive use and occupancy of the City Premises.

**2. Term.** The Lease term will commence at 12:00 a.m. on the date of execution by the City and terminate three years from that date at 11:59 p.m. (“Term”), unless earlier terminated as provided below.

**3. Use of City Premises.**

**(a)** Tenant has the right to use the City Premises described in Section 1 above solely for the purposes of livestock grazing and activities necessary for the grazing of livestock and for no other purposes whatsoever, without hindrance, annoyance, disturbance, detriment, injury, or offense to the general public. Tenant shall not maintain or commit, nor suffer to be maintained or committed any nuisance or waste in or about the City Premises. During the term of the Lease, the City Premises may not be used in any manner or for any purpose in violation of any federal, state, or local law, ordinance, or regulation, order, or directive of any governmental entity.

**(b)** At the time of executing this Lease and on or before the first and second anniversary of the execution of this Lease, the parties shall determine the “useable acres” of the City Premises, for each year of the term of the Lease, respectively, and shall confirm such determination in writing signed by both parties.

(c) Tenant shall exercise due care and conform with industry standards and, without limitation shall at Tenant's sole expense:

(1) Operate and maintain the City Premises in a good, prudent manner in accordance with industry standards.

(2) Follow agricultural practices that are generally recommended for and that are best adapted to the City Premises and this locality, and without limitation shall prevent overgrazing and maintain all grasslands in good condition. In furtherance of this provision, Tenant shall not graze livestock on the City Premises for more than six months out of any twelve month period. Notwithstanding, the City, in its sole discretion, may extend the time period during which grazing activities may occur. All extensions of the six-month grazing period must be in writing and signed by the City.

(3) To the extent the City requires, Tenant shall install any improvements necessary to fence off the Property from adjoining landowners, all at Tenant's expense. Move existing fencing at direction of the City, at Tenant's sole cost and expense, including fencing off approximately the NW quarter of the NW quarter of Section 5 prior to releasing livestock onto Section 5

(4) Control weeds, install and maintain fencing as necessary for Tenant's operations on the City Premises including, without limitation, fencing off the City Premises from adjoining landowners; and

(5) Keep the City Premises secure, prevent the destruction of or damage to the City Premises, keep the City Premises in good state of repair, keep the City Premises secure, and control weeds on the City Premises.

(6) Treat prairie dogs to the extent deemed reasonably necessary by Tenant to conduct its operations on the City Premises, such treatment to be performed in accordance with all applicable local, state, and federal laws.

**4. Rent.** The annual rent for the Lease shall be calculated annually based on a charge of Eight Dollars and No/Cents Dollars (\$8.00) per useable acre per year. Annually, the parties will mutually agree upon the amount of useable acreage in writing. The first annual rental payment is due and payable not later than thirty (30) days from the date Tenant executes the Lease, the second and third year rents are due and payable one and two years from the date Tenant executed the Lease, respectively. Late payment of

any rent will accrue interest at the rate of twelve percent (12%) per annum. Additionally, any check given to the City is subject to collection, and Tenant shall pay any charges, fees, or costs incurred by the City for collection, including reasonable attorneys' fees and costs. All sums payable to the City under the Lease shall be made to: "Manager of Revenue, City and County of Denver".

**5. Assignment or Sublease by Tenant.** Tenant shall not sell, assign, sublet, or relinquish, the City Premises without express prior written approval from the City, including the consent of the Manager of the Department of Environmental Health, which consent may be withheld in the City's sole discretion.

**6. Termination.** Either party may terminate the Lease upon thirty (30) days written notice of termination for any reason whatsoever, except that unless the Tenant defaults under the terms and conditions of the Lease, the Trust may not terminate the Lease for the sole purpose of replacing Tenant with a third party rancher. If notice of termination is given, the parties are not relieved of their duties to perform their obligations under the Lease through the date of termination. If the City terminates the Lease, Tenant will be entitled to a refund of the annual rent paid in the amount attributable to the terminated portion. Tenant shall not be entitled to the return of any rent if Tenant terminates the Lease.

**7. Expiration of the Term.** At expiration of the Lease term or termination of the Lease, Tenant shall return possession of the City Premises to the City in as good order and condition as when the Lease commenced, reasonable wear and tear and acts of God alone excepted. If Tenant fails to so return the City Premises, Tenant shall pay the City Twenty-Five Dollars (\$25) for each day beyond the Lease term or termination of the Lease.

**8. Sale of City Premises.** The Lease is made subject to the sale of all or any part of the City Premises by the City. If the City sells the City Premises, or any part thereof, Tenant shall immediately quit and surrender its leasehold interest in the portion of the City Premises sold and immediately return possession of the portion of the City Premises sold in as good order and condition as when the Lease commenced, reasonable wear and tear and acts of God alone excepted. Upon return of possession, Tenant will be entitled to

a return of that portion of the annual rent paid in the amount attributable to the surrendered acreage for that portion of the year for which possession was surrendered.

**9. Expenses.** During the term of the Lease, the City shall pay the real property taxes assessed against the land portion of the City Premises; and Tenant shall pay all other taxes and all other costs and expenses incident to or in any way related to the use, occupancy, or operation of the City Premises and/or the operation under or as a result of the Lease including without limitation, maintenance of existing fences and other improvements, including the water windmill, associated with or located on the City Premises.

**10. Right to Enter.** The City, its agents or assigns, have the right to go upon the City Premises at any time to inspect the same, to make repairs or improvements thereon, to install wells (e.g., water, oil and gas, monitoring), to sample soils and groundwater, to conduct seismic activities, or for any purpose incidental to the ownership and management of the City Premises, so long as such purposes do not interfere with Tenant's use of the City Premises. To ensure the City's ability to enter the City Premises, Tenant shall provide the City with either the keys to or combination for any locked gates.

**11. Default.** The occurrence of any one or more of the following events shall constitute a default and breach of the Lease by Tenant:

(a) Tenant failing to pay the rent herein reserved or Tenant failing to make any other payments required to be made by Tenant when due, where such failure shall continue for a period of five (5) days.

(b) Tenant failing to perform or keep any of the other terms, covenants, and conditions herein contained for which it is responsible, and such failure continuing and not being cured for a period of ten (10) days after notice or if such default is a default which cannot be cured within a ten (10) day period, then Tenant's failing to commence to correct the same within said ten (10) day period and thereafter failing to prosecute the same to completion with reasonable diligence.

(c) Tenant abandoning the City Premises.

**12. Remedies Upon Default.** In the event of an occurrence of default as set forth herein, the City shall have the right to:

(a) Terminate the Lease and end the term hereof by giving to Tenant written notice of such termination, in which event Tenant shall not be entitled to the return of any rent paid; or

(b) Enter upon the City Premises in person or by agent or employee to perform necessary tasks as Tenant should have done, and the City shall add all expenses incurred to the rent to be paid hereunder, or

(c) Without resuming possession of the City Premises or terminating the Lease, to sue for and recover all rents, other required payments due under the Lease, and other sums including damages and legal fees at any time and from time to time accruing hereunder; or

(d) Re-enter and take possession of the City Premises or any part thereof and repossess the same as of the City's former estate and expel Tenant and those claiming through or under Tenant and remove the effects of both or either (forcibly if necessary) without being deemed guilty in any manner of trespass and without prejudice to any remedies for rent delinquencies or prior lease defaults. In this event, the City may from time to time without terminating the Lease relet the City Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as the City may deem advisable. Under such circumstances, the City has the right to make alterations and repairs to the City Premises, and such re-entry or taking of possession of the City Premises by the City shall not be construed as an election on the City's part to terminate the Lease unless a written notice of termination be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. In the event of the City's election to proceed under this subparagraph d, then such repossession shall not relieve Tenant of its obligations and liabilities under the Lease, all of which shall survive such repossession, and Tenant shall pay to the City as current liquidated damages, the rental and other sums provided above, that would be payable under the Lease, if such repossession had not occurred, less the net proceeds (if any) of any reletting of the City Premises after deducting all of the City's expenses in connection with such reletting, including but without limitation all repossession costs, brokerage commissions, legal expenses, attorney's fees, expenses of employees, alteration costs and expenses of preparation for such reletting.

(e) In addition to the remedies set out above, the City reserves the right to enforce performance of the Lease in any manner provided by law.

**13. Litigation.** In the event of default by Tenant resulting in the City using the services of an attorney for the purpose of defending or enforcing any provisions of the Lease or regaining possession of the City Premises, Tenant agrees to pay the City reasonable attorney's fees and expenses on demand, with delinquent payments accruing interest at the rate of twelve percent (12%) per annum.

**14. Insolvency of Tenant.** The insolvency of Tenant, a receiver being appointed to take possession of all or substantially all of the property of Tenant, the making of a general assignment for the benefit of creditors by Tenant, or the filing by or against Tenant under provisions of the Federal Bankruptcy Code (or any successor law or any state insolvency laws), shall terminate the Lease and entitle the City to re-enter and regain possession of the City Premises without the return of any rent paid hereunder.

**15. Machinery and Equipment.** Tenant shall be responsible for providing the machinery and equipment necessary for any operations incidental to operating the City Premises covered by the Lease. Tenant shall pay all costs of purchasing, renting, leasing, and operating such machinery and equipment, including the costs of custom operations. Further, all goods and chattels, or any other property used or kept on the City Premises, shall be held for the rent or damages under the Lease, whether exempt from execution or not, meaning or intending hereby to give the City a valid and first lien upon any and all goods and chattels, crops and other property belonging to the Tenant.

**16. Improvements Made by Tenant.** All buildings, fences and improvements of every kind and nature that Tenant installs or builds shall be deemed rent and shall inure to the City Premises and become the property of the City, unless permission to build, or install and remove the same shall be obtained beforehand in writing, and made a part of the Lease. Notwithstanding the above, the City may in its sole and absolute discretion require Tenant to remove such buildings, fences and improvements upon expiration or termination of the Lease, and upon such removal to restore the City Premises, to the maximum extent practicable, to the condition prior to the building or installation of the same.

## **17. Insurance.**

**(a) General Conditions:** Tenant agrees to secure, at or before the time of execution of this Lease, the following insurance covering all operations, goods or services provided to or at the City Premises pursuant to this Lease. Tenant shall keep the required insurance coverage in force at all times during the term of the Lease, or any extension thereof, during any warranty period, and for three (3) years after termination of the Lease. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." Additionally, Tenant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Tenant. Tenant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Lease are the minimum requirements, and these requirements do not lessen or limit the liability of the Tenant. The Tenant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**(b) Proof of Insurance:** Tenant shall provide a copy of this Lease to its insurance agent or broker. Tenant may not commence services or work relating to the Lease prior to placement of coverage. Tenant certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Lease. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Lease shall not act as a waiver of Tenant's breach of this Lease or of any of the City's

rights or remedies under this Lease. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

**(c) Additional Insureds:** For Commercial General Liability and Auto Liability, Tenant and any subcontractor's insurer(s) operating on the City Premises shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insureds.

**(d) Waiver of Subrogation:** For all coverages, Tenant's insurer shall waive subrogation rights against the City.

**(e) Subcontractors:** All subcontractors (including independent contractors, suppliers or other entities providing goods or services required by this Lease) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Tenant. Tenant shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Tenant agrees to provide proof of insurance for all such subcontractors upon request by the City.

**(f) Workers' Compensation/Employer's Liability Insurance:** Tenant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Tenant expressly represents to the City, as a material representation upon which the City is relying in entering into this Lease, that none of the Tenant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Lease, and that any such rejections previously effected, have been revoked as of the date Tenant executes this Lease.

**(g) Commercial General Liability:** Tenant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.



**(h) Business Automobile Liability:** Tenant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles operating on City property and elsewhere.

**(i) Additional Provisions:**

**(1)** For commercial general liability, the policy must provide the following:

**(A)** That this Lease is an Insured Contract under the policy;

**(B)** Defense costs in excess of policy limits;

**(C)** A severability of interests, separation of insureds or cross liability provision; and

**(D)** A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

**(2)** For claims-made coverage:

**(A)** The retroactive date must be on or before the date of this Lease or the first date when Tenant occupies the City Premises pursuant to this Lease.

**(B)** Tenant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, Tenant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**18. Binding on Heirs.** Except as may be mutually agreed by the parties, the provisions of the Lease shall be binding upon the heirs, executors, administrators, successors and assigns of both the City and Tenant in like manner as upon the original parties. The rights referred to herein shall not include subleasing or assignment, as set forth above.

**19. Notices.** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Tenant at the address first above written, and if to the City at:

The City:       Manager or Designee  
                  Department of Environmental Health  
                  200 West Fourteenth Avenue, Dept. 310  
                  Denver, Colorado 80204

With a copy of any such notice to:  
                  Denver City Attorney's Office  
                  1437 Bannock St., Room 353  
                  Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

**20. No Discrimination in Employment.** In connection with performance of the Lease, Tenant agrees not to refuse to hire, discharge, promote, or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in any subcontracts hereunder.

**21. Conflict of Interest.** The parties agree that no official, officer, or employee of the City shall have any personal or beneficial interest whatsoever in the services of the City Premises described in the Lease, and the City further agrees not to hire or contract for services any official, officer, or employee of Tenant or any other person in violation of the Denver Revised Municipal Code, the City's Code of Ethics, or the City Charter.

**22. Possession – Liability.** The City shall not be liable for its failure to deliver possession of the City Premises for any cause beyond its control.

**23. Subordination.** The Lease is subject and subordinate to any leases, easements, rights-of-way, or other encumbrances on the City Premises, or any part thereof, and the City's right to extend or grant additional encumbrances. The Lease is also subject to all existing oil, gas, or mineral leases and the City's right to extend or grant additional oil, gas, or mineral leases. Tenant specifically agrees to allow exploration companies to enter upon the City Premises and undertake such exploration and drilling as may be proper, at any time upon agreement by the exploration companies to pay for all

damages to growing crops of Tenant. The City shall notify Tenant of known or anticipated oil, gas or mineral exploration activity.

**24. Acceptance of City Premises; Disclaimer.** THE CITY PREMISES ARE BEING MADE AVAILABLE TO TENANT AND TENANT HAS ACCEPTED THE CITY PREMISES IN ITS CURRENT ‘AS-IS”, “WHERE-IS” CONDITION AND WITH ALL FAULTS AND WITHOUT ANY WARRANTY, REPRESENTATION, EXPRESSED OR IMPLIED CONCERNING THE CONDITION OR CHARACTERISTICS OF THE CITY PREMISES. WITHOUT LIMITING THE FOREGOING, THE CITY MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE CONDITION OF THE CITY PREMISES, THE FITNESS OF THE CITY PREMISES FOR THE OPERATION OF TENANT’S BUSINESS, THE FITNESS OF THE CITY PREMISES FOR A PARTICULAR PURPOSE, OR THE FITNESS OF THE CITY PREMISES FOR ANY PURPOSE. TENANT ALSO ACKNOWLEDGES THAT THE CITY PREMISES ARE LOCATED ADJACENT TO THE LOWRY SUPERFUND SITE AND THE DENVER ARAPAHOE DISPOSAL SITE, THAT TENANT'S USE AND ENJOYMENT OF THE CITY PREMISES MAY BE IMPACTED BY OPERATIONS AT THESE SITES, AND THAT SECTION 5 CONTAINS STRUCTURES ASSOCIATED WITH ABANDONED MISSILE SILOS. TENANT AGREES TO PROMOTE THE COOPERATIVE, LONG-TERM OPERATION WITH THE CITY AND THE OPERATOR OF THE LOWRY SUPERFUND SITE AND THE DENVER ARAPAHOE DISPOSAL SITE.

**25. Environmental Liability.** Tenant shall not use any pesticides, chemicals, toxins, or hazardous substances that the Environmental Protection Agency or other government authorities have deemed to be harmful to the environment. Any liability for such chemical use will rest solely on Tenant, its heirs, successors and assigns. Tenant shall not permit any operations or activities that would give rise to liability under any federal, state, or local law, including without limitation the dumping or burial of waste, pesticides, chemicals, toxins, or hazardous substances or the contamination of surrounding water sources with waste, pesticides, chemicals toxins, or hazardous substances. Tenant shall fully reimburse the City for any and all costs related to clean up that are due to Tenant’s breach of the Lease, including any penalties, attorney fees, and

interest. Tenant, however, will not be responsible for contamination of underlying groundwater due to migration from off-site contamination.

**26. Venue and Governing Law, and Nonwaiver.** It is mutually understood and agreed that the laws of the State of Colorado, and the Charter and Revised Municipal Code of the City and County of Denver shall govern the Lease, and the ordinance, regulations, and Executive Orders enacted or promulgated pursuant to such authorities. Venue for any legal action relating to the Lease shall lie in the District Court in and for the City and County of Denver, Colorado. No assent, expressed or implied, to any breach of any one or more of the terms and conditions hereof shall be deemed or taken to be a waiver of any succeeding or other breach.

**27. Mechanic's Liens.** Tenant shall not suffer or permit any mechanic's lien, or other lien, to be filed against the City Premises, or any part thereof by reason of work, labor services, or materials supplied, or claimed to have been supplied to Tenant and/or its designated representatives, or anyone claiming under Tenant and/or its designated representatives.

**28. Defense and Indemnification.**

(a) Tenant hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to Tenant's occupancy or use of the City Premises ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Tenant or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

(b) Tenant's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Tenant's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

(c) Tenant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

(d) Insurance coverage requirements specified in this Lease shall in no way lessen or limit the liability of the Tenant under the terms of this indemnification obligation. The Tenant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

(e) This defense and indemnification obligation shall survive the expiration or termination of this Lease.

**29. Release.** Tenant, for itself, its heirs, successors and assigns hereby irrevocably release and discharges the City and Waste Management of Colorado, their respective successors and assigns, and their respective parents, subsidiaries, affiliates, shareholders, directors, officers, partners, members, elected officials, beneficiaries, employees, and agents from any and all claims, actions, demands, liabilities, and damages of whatsoever kind and nature, known or unknown, foreseen or unforeseen, which Tenant, its agents, employees, heirs, successors, or assigns may suffer or be subjected to as a result of the proximity of the City Premises to the Lowry Landfill Superfund Site in Section 6 and DADS in sections 5, 6, 31, and 32, and any hazards arising therefrom, whether such claims, actions, demands, liabilities, and damages are based, in whole or in part, on takings, diminution in value, trespass, nuisance, or any other theory at law or equity.

**30. Entire Lease.** The Lease embodies the entire agreement between the City and Tenant. The parties shall not be bound by or be liable for any statement or representation or any nature not set forth in the Lease. Changes of any of the provisions of the Lease including without limitation the term of the Lease shall not be valid unless reduced to writing and signed by all parties.

**31. No Construction Against Drafting Party.** Each of the parties acknowledges that each of them and their respective counsel have had the opportunity to review the

Lease and that the Lease shall not be construed against any party merely because a particular party drafted the Lease or any of its provisions.

**32. Electronic Signatures And Electronic Records.** Tenant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**SIGNATURE PAGES FOLLOW -**

**THE BALANCE OF THIS PAGE IS LEFT BLANK INTENTIONALLY**

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals at Denver, Colorado as of the day first above written.

**Contract Control Number:** 201101017

**Vendor Name:**

By: Joseph D. Freund

Name: Joseph D. Freund  
(please print)

Title: Manager  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



**Contract Control Number:**

**Vendor Name:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_





## EXHIBIT A

### GRAZING LEASE PARCEL DESCRIPTION

Two parcels of land in Section 5, Township 5 South, Range 65 West of the 6<sup>th</sup> Principal Meridian and Section 32, Township 4 South, Range 65 West of the 6<sup>th</sup> Principal Meridian, both in the County of Arapahoe, State of Colorado, more particularly described as follows:

#### PARCEL 1:

A parcel of land in Section 5, Township 5 South, Range 65 West of the 6<sup>th</sup> Principal Meridian, County of Arapahoe, State of Colorado, more particularly described as follows:

All of the land in said Section 5, **EXCEPT** the following two parcels:

(a) **BEGINNING** at the northwest corner of said Section 5;  
thence S 00° 59' 04" W a distance of 59.44 feet to a point;  
thence S 54° 35' 30" E a distance of 417.52 to a point;  
thence S 89° 30' 14" E a distance of 1481.57 feet to a point;  
thence N13° 23' 47" E a distance of 311.06 feet to a point on the north line of said Section 5;  
thence N 89° 38' 58" W along the north line of said Section 5 a distance of 1892.90 feet to the **POINT OF BEGINNING**; and

(b) All of the existing right-of-way of East Quincy Avenue in said Section 5.

Said parcel contains 27,158,602 square feet, or 623.478 acres, more or less.

#### PARCEL 2:

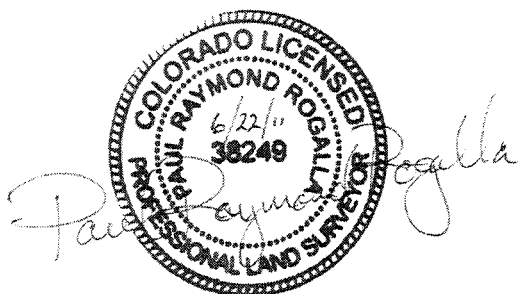
A parcel of land in the South ½ of Section 32, Township 4 South, Range 65 West of the 6<sup>th</sup> Principal Meridian, County of Arapahoe, State of Colorado, more particularly described as follows:

**COMMENCING** at the southwest corner of said Section 32, also being the northwest corner of said Section 5;  
thence S 89° 38' 58" E along the south line of said Section 32 a distance of 1892.90 feet to the **POINT OF BEGINNING**;  
thence N 13° 23' 47" E a distance of 712.59 feet to a point;  
thence S 87° 42' 04" E a distance of 1126.08 feet to a point;  
thence S 78° 53' 53" E a distance of 1091.54 feet to a point;  
thence S 73° 00' 03" E a distance of 1041.23 feet, to a point on the east line of said Section 32;  
thence S 00° 24' 02" W a distance of 153.97 feet along the east line of said Section 32 to the southeast corner of said Section 32;  
thence N 89° 38' 58" W a distance of 3356.12 feet along the south line of said Section 32 to the **POINT OF BEGINNING**.

Said parcel contains 1,712,149 square feet, or 39.306 acres, more or less.

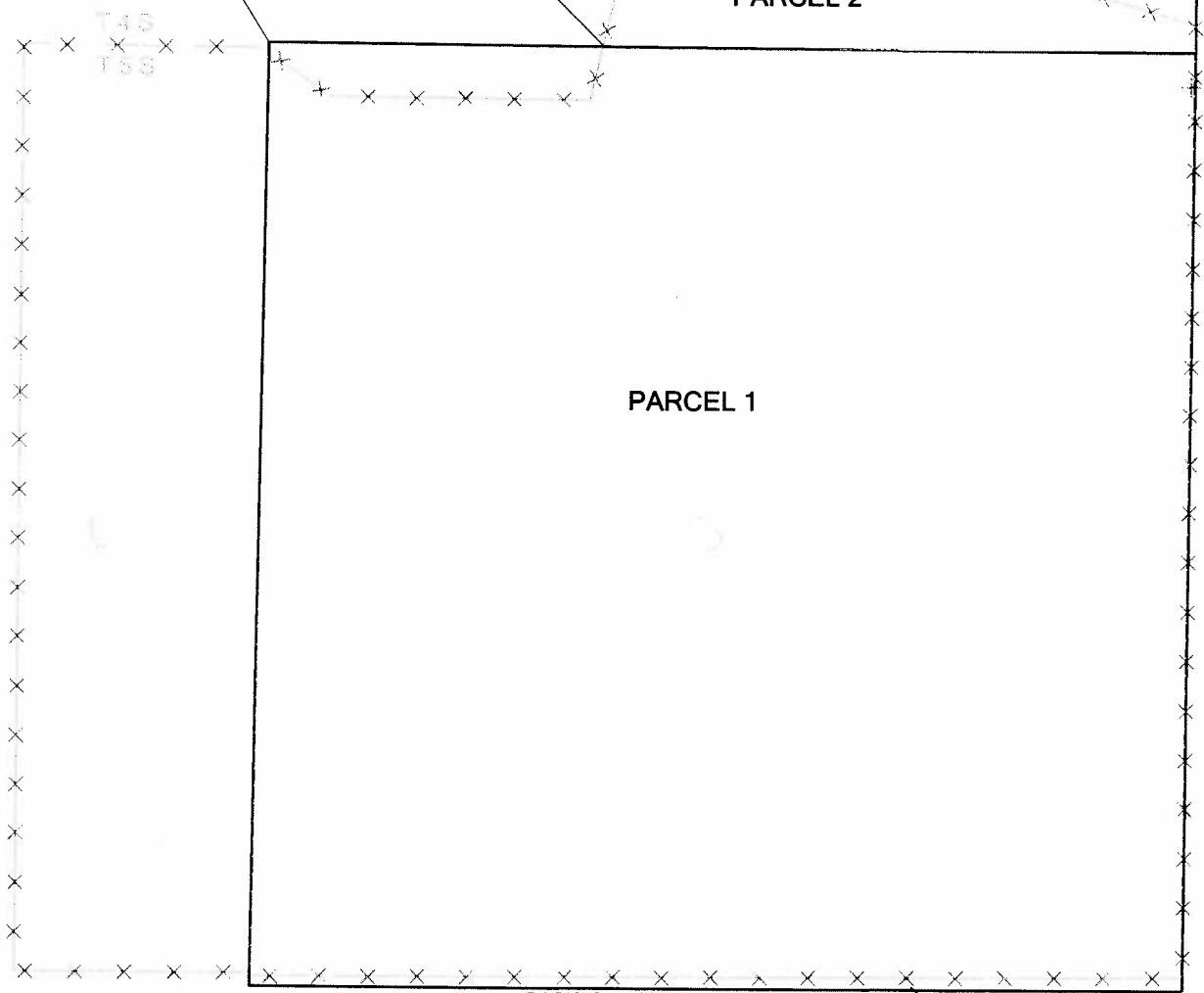
The **BASIS OF BEARINGS** for this description is the bearing of south line of Section 5, Township 5, Range 65 West of the 6<sup>th</sup> Principal Meridian. The bearing for said south line is S 89° 56' 54" W as determined by Global Positioning System observations of the southeast corner of said Section 5, a 3.25-inch aluminum cap in a range box marked "2008, PLS 37948", and the southwest corner of said Section 5, a 3.25-inch aluminum cap in a range box marked "2001, PLS 22103".

Prepared for and on behalf of  
The City and County of Denver  
201 W. Colfax Ave., Suite 507  
Denver, Colorado 80202  
By Paul R. Rogalla, PLS 38249  
June 22, 2011





POINT OF BEGINNING PARCEL 2  
POINT OF BEGINNING EXCEPTION PARCEL (a)



PARCEL 2

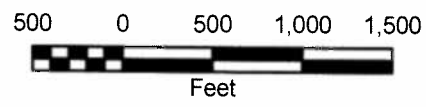
PARCEL 1

BASIS OF BEARINGS (S 89° 56' 54" W)

EXCEPTION PARCEL (b)

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

- PLSS Section Line
- x-x Existing Fence Line



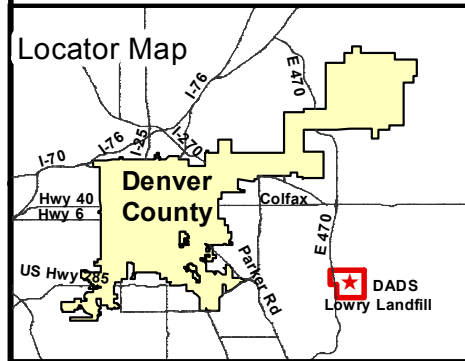
CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC WORKS  
RIGHT-OF-WAY SERVICES - SURVEYING

### LOWRY LANDFILL GRAZING LEASE PARCELS

6/22/2011 K:\PWDES\Shared\SURVEY\CDD\Lowry\_Landfill\Grazing\_Lease\_Parcel\Grazing\_Lease\_Parcel.mxd PRR

# Exhibit B Denver Arapahoe Disposal Site and Lowry Superfund Site

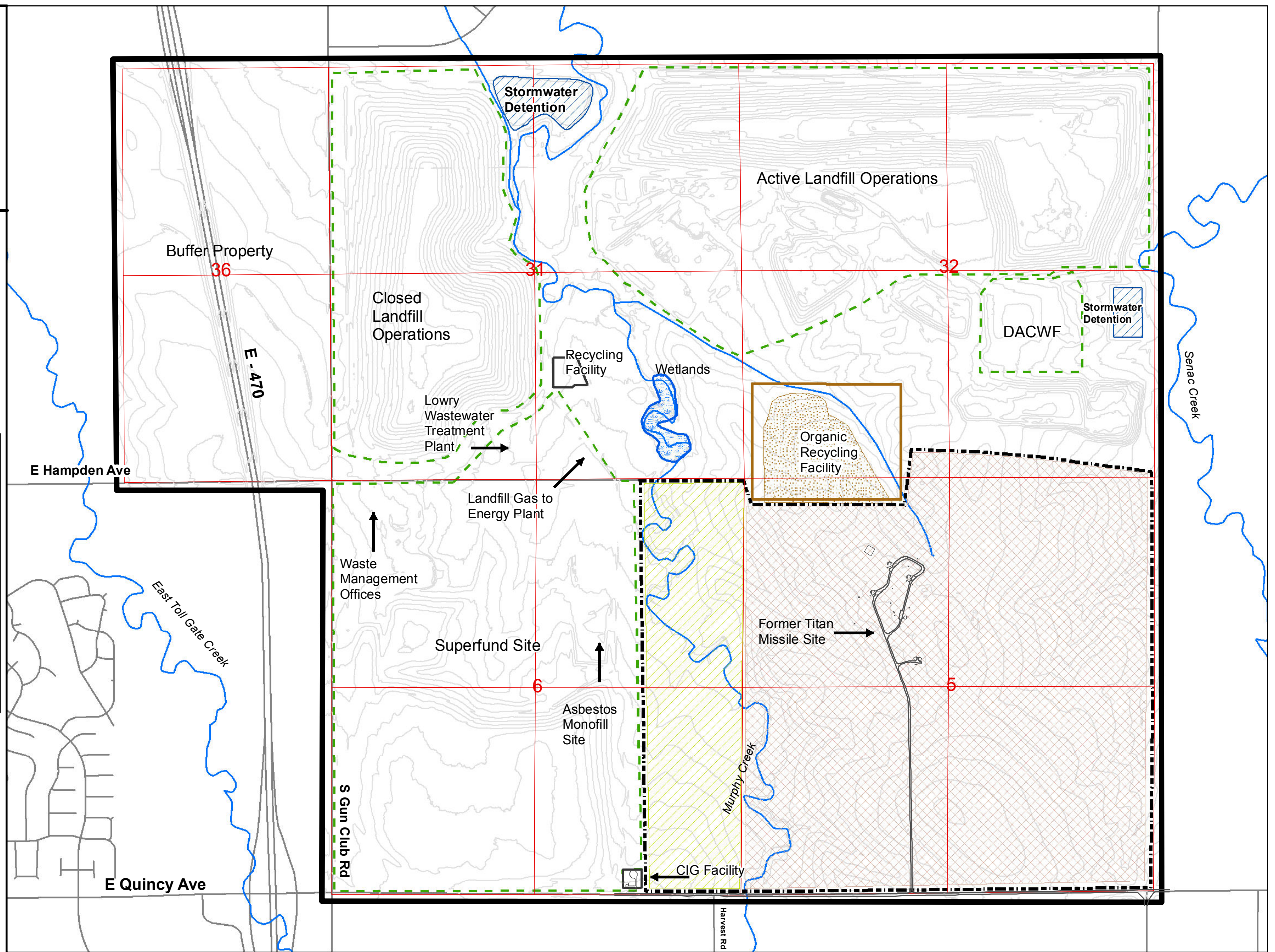
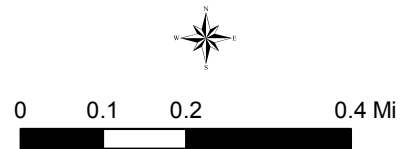
## Acreage Available for Grazing



**Legend**

- Approximate Outline of City & County of Denver and Lowry Trust Fund Properties
- PLSS Section Lines
- Composting Area
- Approximate Outline of Site Features
- Organic Recycling Facility
- Lowry Trust Acreage for Lease
- City Premises
- Stormwater Detention
- Wetlands
- Fences
- 10 Foot Contours
- Streams

Data Sources: PLSS Grid System, Contours, Arapahoe County, 2010. Streets, Streams, City and County of Denver, 2010 Preliminary.



OP ID: ME



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/13/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CRS Insurance Brokerage Commercial Risk Solutions DBA 6600 E. Hampden Ave. Denver, CO 80224 Scott E. Metzger, CIC, ARM	303-996-7801 303-757-7719	<b>CONTACT NAME:</b> PHONE (A/C No., Ext.): FAX (A/C No.): EMAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>FREUN-2</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Freund & Company 15460 East Batavia Drive Aurora, CO 80011-4608	<b>INSURER A: Owners Insurance Company</b> NAIC # <b>32700</b>	
	<b>INSURER B: Auto-Owners Insurance</b> NAIC # <b>18988</b>	
	<b>INSURER C: Pinnacle Assurance</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			74458811	08/01/10	06/01/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> SUBJECT <input type="checkbox"/> LOC						
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRE AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			74458811	08/01/10	06/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ Included in General Liability BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			4645881101	08/01/10	06/01/11	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (If and story in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3194188	08/01/10	06/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Re: Proposal No. 8728A Grazing DADS.						

<b>CERTIFICATE HOLDER</b>  City & County of Denver 201 W Colfax Denver, CO 80202	<b>CITY/CTY</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 	