

LICENSE AGREEMENT
(Murphy Creek, Arapahoe County)

THIS LICENSE is entered into by and between the **CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation of the State of Colorado (“City” or “Licensor”) and **WASTE MANAGEMENT OF COLORADO, INC.**, a Colorado corporation, and a principle address of 800 Capitol Street, Ste 3000, Houston, TX 77002 (“Licensee”), effective as of the date set forth on the city’s signature page (“Effective Date”).

1. GRANT AND SCOPE OF LICENSE: The City grants to the Licensee, its Licensees, sublicensees, agents and invitees, a non-exclusive revocable license, subject to the conditions and terms in this License, to perform stream bank improvement work on, in, and around Murphy Creek on City owned property known as the Denver Arapahoe Disposal Site at approximately 3500 South Gun Club Road, Aurora, CO 80018, in Arapahoe County (as depicted in **Exhibits A and B**, attached hereto and incorporated by this reference (collectively the “**Premises**”). This Agreement permits the Licensee to perform stream bank improvements, such as shallow excavation along the current stream bank, installation of bank stabilization materials, and limited grading and landscaping in the area depicted in **Exhibit A**, as well as use of roadways in the Premises as depicted in **Exhibit B** in order to access the work area (the “**Allowable Use or Uses**”). The depiction of the Premises contained in **Exhibits A and B** may undergo small modifications upon the written authorization of the Director of the Division of Real Estate to correct minor or technical errors.

2. ADDITIONAL LICENSE REQUIREMENTS: Licensee agrees to adhere to the attached Materials Management Plan while conducting any activity covered by this Agreement. The Materials Management Plan is incorporated by reference and attached hereto as **Exhibit C**. The Premises is part of a larger site that is a landfill. The Parties have entered into a separate agreement for the use and operation of the landfill, effective October 1, 1997 (“**Landfill Agreement**”). As part of this License Agreement, Licensee agrees to abide by construction and maintenance standards and protocols as described in the Landfill Agreement, attached as **Exhibit D**.

3. **TERM:** The term of this non-exclusive revocable license commences on **September 1, 2024** and ends no later than **April 30, 2025**. The Licensee shall have, and it is hereby granted, one (1) option to extend the Term for a period of six (6) months (“Option” or “Option to Extend”). Such Option to Extend will begin upon the expiration of the initial Term. All the terms, covenants, and provisions of this Lease, including Fee, shall apply to and during the Option to Extend. In order to exercise such Option to Extend, the Licensee shall give Licensor written notice of such exercise no later than thirty (30) days prior to the end of the initial Term of this License. Such written notice must then be executed by both Parties. The Director of Real Estate shall be authorized to sign the Option to Extend notice on behalf of the City. Upon the failure of Licensee to exercise its Option to Extend, and, in any event, upon expiration of the Term, the Licensee shall have no further or additional right to renew or extend the Lease.

4. **FEE:** Licensee agrees to pay the City a lump sum fee (the “License Fee”) of **SIXTEEN THOUSAND DOLLARS AND ZERO CENTS (\$16,000.00)** for the Allowable Use during the Term. The License Fee is payable upon execution of this Agreement, starting from the effective date of this Revocable License. All payments hereunder shall be made payable to Manager of Finance and delivered to:

City and County of Denver
Department of –Real Estate
201 W. Colfax Avenue, Department 1010
Denver, CO 80202

5. **REVOCATION AND RETAINED RIGHTS OF CITY:** The City retains the absolute right to revoke the License for any reason. Revocation shall be in writing signed by the Director of Real Estate (the “Director”). The City reserves the right to own and occupy the Premises in any manner that does not unreasonably interfere with the exercise of the rights granted by this License.

6. **USE OF PREMISES:** As a condition of the License, Licensee shall use the Premises as follows:

a. **Use.** The Premises shall only be used for the Allowable Uses, as described in Section 1.

b. Other Permits. Licensee shall comply with all applicable laws, rules, or regulations of the City. Nothing in this License shall relieve Licensee from complying with other regulatory requirements applicable to the License and the Allowable Uses.

c. Damage or Injury. The City shall not be responsible or liable for injuries to persons or damage to property when such injuries or damage are caused by or result from the Licensee's use of the Premises under the terms of this License.

7. **TERMINATION:** Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event this License is canceled, terminated or revoked by either party before the expiration of its term, the Licensee shall at its sole expense remove any personal property from the Premises, and shall restore the Premises to the extent required by the Director. The provisions of Section 10 shall apply to any damage to the Premises.

8. **NO COST TO CITY:** The exercise of the privileges granted by this License shall be without cost or expense to the City.

9. **MAINTENANCE:** Licensee is responsible for all maintenance and care for its equipment on Premises.

10. **DAMAGE TO CITY PROPERTY:** Any property of the City damaged or destroyed by Licensee incident to the use of this License shall be promptly repaired or replaced by Licensee to the satisfaction of the Director. The Director may, at his/her option, in lieu of such repair or replacement, require Licensee to pay to the City money in an amount sufficient to compensate for the loss sustained by the City for any damage that may result from the Allowable Use.

11. **COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS:** Licensee shall comply with all applicable local, state, and 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 License, the terms "Hazardous Materials" shall mean asbestos and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides and any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, or the Colorado law governing hazardous waste C.R.S. § 25-15-101, et seq., any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive

Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, and any rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

12. INSURANCE:

a. **General Conditions:** Licensee agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Licensee shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. 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 require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said 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. If such written notice is unavailable from the insurer, Licensee shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Licensee shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Licensee. The Licensee 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:** Licensee may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Licensee certifies that the certificate of insurance attached as **Exhibit E**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. 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 Agreement shall not act as a waiver of Licensee's breach of this Agreement or of any

of the City's rights or remedies under this Agreement. 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, Auto Liability and Excess Liability/Umbrella (if required), Licensee and subLicensee's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. **Waiver of Subrogation:** For all coverages required under this Agreement, Licensee's insurer shall waive subrogation rights against the City.

e. **Subcontractors and Subconsultants:** Licensee shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Licensee and appropriate to their respective primary business risks considering the nature and scope of services provided.

f. **Workers' Compensation and Employer's Liability Insurance:** Licensee 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.

g. **Commercial General Liability:** Licensee shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

h. **Automobile Liability:** Licensee shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used at the Leased Premises.

i. **Property Liability:** Licensee shall maintain builder's risk insurance for 100% replacement cost for Licensee's improvements and personal property. Licensee understands and acknowledges that the City does not provide any insurance coverage for any property of the Licensee, its agents, employees or assignees located in the Premises and Licensee acknowledges and agrees that the Licensee, its agents, employees and assignees have no claim against the City

for any damage or loss of personal property and belongings of Licensee, its agents, employees or assignees in the Premises.

13. DEFENSE AND INDEMNIFICATION:

a. Licensee 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 the work performed under this License (“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 Licensee or its sublicensees 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. Licensee’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. Licensee’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. Licensee 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 License shall in no way lessen or limit the liability of the Licensee under the terms of this indemnification obligation. The Licensee 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 License.

14. NOTICES: All notices required to be given to the City or Licensee shall be in writing and sent by certified mail, return receipt requested, to:

Waste Management Murphy Creek - License Agreement
Jaggaer CCN: FINAN-202475740

Licensee: Waste Management of Colorado, Inc.
720 E. Butterfield Road
4th Floor
Lombard, Illinois 60148
Attn: Director of Real Estate

City: Mayor
City and County of Denver
1437 Bannock Street, Room 350
Denver, Colorado 80202

Director of Real Estate
201 W. Colfax Avenue, Dept. 1010
Denver, Colorado 80202

Denver City Attorney
201 W. Colfax Avenue, Dept. 1207
Denver, Colorado 80202

Any party may designate in writing from time to time the address of substitute or additional persons to receive such notices. The effective date of service of any such notice is the date on which mailed or personally delivered.

15. COMPLIANCE WITH LAWS: All persons or entities utilizing the Premises pursuant to this License shall observe and comply with the applicable provisions of the Charter, ordinances, and rules and regulations of the City and with all applicable Colorado and federal laws.

16. SEVERABILITY: The promises and covenants contained in this License are several in nature. Should any one or more of the provisions of this License be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of the License.

17. **APPLICABLE LAW/VENUE:** Each and every term, condition, or covenant of this Easement is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable federal law, the Charter of the City and County of Denver, and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant to the Charter. The applicable law, together with the Charter, Revised Municipal Code and regulations of the City and County of Denver, as the same may be amended from time to time, are expressly incorporated into this License as if fully set out by this reference. Venue for any action relating to this License shall be in the State District Court in the City and County of Denver, Colorado.

18. **NO DISCRIMINATION:** In connection with the performance of an Allowable Use under this License, Licensee agrees not to refuse to hire, nor to discharge, promote or demote, nor 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, gender identity or gender expression, marital status, protective hairstyle, or physical or mental disability, and further agrees to insert the foregoing provision in all subcontracts hereunder.

19. **ENTIRE LICENSE:** This License is the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification shall have any force or effect, unless embodied in this License in writing.

20. **AMENDMENTS:** No subsequent novation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendment to this License properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms and conditions of this License or any written amendment to this License shall have any force or effect nor bind the City. This License and any amendments to it shall be binding upon the Parties and their successors and assigns.

21. **AUTHORITY:** Licensee represents and warrants that the person signing this License has the authority to execute and deliver this License on behalf of Licensee.

22. **APPROPRIATION:** All obligations of the City under and pursuant to this License are subject to prior appropriations of monies expressly made by the City Council for the purposes of this License and paid into the Treasury of the City.

23. **CONFLICT OF INTEREST BY CITY OFFICERS:** Licensee represents that to the best of its information and belief no officer or employee of the City is either directly or

indirectly a party to or in any manner interested in this License except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

24. NO PERSONAL LIABILITY: No elected official, director, officer, agent, or employee of the City shall be charged personally or held contractually liable under any term or provision of this License or because of any breach thereof or because of its or their execution, approval, or attempted execution of this License.

25. EXAMINATION OF RECORDS AND AUDITS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Licensee's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Licensee shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Licensee to make disclosures in violation of state or federal privacy laws. The Licensee shall at all times comply with D.R.M.C. 20-276.

26. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Licensee consents to the use of electronic signatures by the City. The License, 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 License 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 License 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.

27. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable, the Licensee shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Licensee expressly acknowledges that the Licensee is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Licensee, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

Exhibit List

Exhibit A – Depiction of the Premises for Bank Improvements

Exhibit B – Depiction of Access Area of Premises

Exhibit C – Materials Management Plan

Exhibit D – Landfill Agreement

Exhibit E – Certificate of Insurance

[The remainder of this page left intentionally blank]

[Signature blocks to follow]

Contract Control Number:
Contractor Name:

FINAN-202475740-00
WASTE MANAGEMENT OF COLORADO, INC.

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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202475740-00
WASTE MANAGEMENT OF COLORADO, INC.

By: James A. Wilson

Name: JAMES A. WILSON
(please print)

Title: VICE PRESIDENT
(please print)

ATTEST: [if required]

By: Michael Phelan

Name: MICHAEL PHELAN
(please print)

Title: PORTFOLIO MANAGER
(please print)

EXHIBIT A

Legal Description

A parcel of land, being a portion of that certain property described in Quitclaim Deed recorded July 21, 1964 in Book 1532 at Page 251, located in the West Half of the Northeast Quarter of Section 6, Township 5 South, Range 65 West of the 6th P.M., Arapahoe County, Colorado, more particularly described as follows:

Commencing at the northeast corner of said West Half of the Northeast Quarter of Section 6, and considering the east line of said West Half of the Northeast Quarter to bear South $00^{\circ}22'46''$ West relative to the Colorado Coordinate System of 1983, Central Zone;

Thence South $00^{\circ}22'46''$ West along said east line, a distance of 485.67 feet to the Point of Beginning;

Thence continuing South $00^{\circ}22'46''$ West along said east line, a distance of 251.67 feet;

Thence North $63^{\circ}37'10''$ West, a distance of 42.71 feet;

Thence North $00^{\circ}00'00''$ West, a distance of 212.68 feet;

Thence North $63^{\circ}23'19''$ East, a distance of 44.66 feet to the Point of Beginning.

containing 9,076 Square Feet, or 0.208 Acres, more or less.

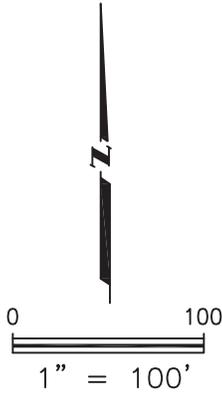
Prepared May 31, 2023 by L.J. Ludeman
1309 S. Inca Street, Denver, CO 80223



ILLUSTRATION FOR EXHIBIT A

Point of Commencement
 Northeast Corner, W1/2 NE1/4 Section 6
 Found 2.5" Aluminum Cap, PLS 16154

East Hampden Avenue extended easterly
 (No right of way dedicated)



S00°22'46"W 485.67'
 Bearing Basis, East Line, W1/2 NE1/4 Section 6
 S00°22'46"W 2668.96'

OWNER:
 City and County of Denver, Colorado
 Book 1532 Page 251 (Arapahoe County)

N63°23'19"E
 44.66'

Point of Beginning

9,076 S.F.

W 1/2 NE 1/4
 Section 6

E 1/2 NE 1/4
 Section 6

N00°00'00"W 212.68'

S00°22'46"W 251.67'

N63°37'10"W
 42.71'

East Sixteenth Corner Section 6
 Found 2.5" Brass Cap in
 Concrete stamped LS 9652

THE ABOVE DESCRIBED PARCEL CONTAINS 9,076 SQUARE FEET OR (0.208 ACRES) MORE OR LESS.
 This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY AND COUNTY OF DENVER, COLORADO

TEMPORARY CONSTRUCTION EASEMENT
 SITUATED IN THE W 1/2 OF THE NE 1/4
 SECTION 6, T. 5 S., R. 65 W., 6th P.M.
 ARAPAHOE COUNTY, COLORADO

| | | |
|------------------|-------------------|--------------------|
| DRAWN BY: LJL | SCALE: 1"=100' | R.O.W. FILE NUMBER |
| CHECKED BY: | DATE: 5/31/23 | JOB NUMBER: |

EXHIBIT ★ B

Legal Description

A parcel of land, being a portion of that certain property described in Quitclaim Deed recorded July 21, 1964 in Book 1532 at Page 251, located in the Southeast Quarter of the Southeast Quarter of Section 31, Township 4 South, Range 65 West of the 6th P.M., Arapahoe County, Colorado, more particularly described as follows:

Commencing at the southwest corner of said Southeast Quarter of the Southeast Quarter of Section 31, and considering the south line of said Southeast Quarter of the Southeast Quarter to bear North 89°41'34" East relative to the Colorado Coordinate System of 1983, Central Zone;

Thence North 89°41'34" East along said south line, a distance of 61.96 feet to the Point of Beginning;

Thence North 00°56'35" West, a distance of 4.21 feet;

Thence along the arc of a curve to the right having a radius of 78.02 feet and a central angle of 44°02'16", an arc distance of 59.97 feet (chord bears North 22°01'08" East, 58.50 feet);

Thence North 44°02'16" East, a distance of 168.27 feet;

Thence along the arc of a curve to the right having a radius of 78.02 feet and a central angle of 16°49'53", an arc distance of 22.92 feet (chord bears North 52°27'13" East, 22.84 feet);

Thence along the arc of a curve to the right having a radius of 163.04 feet and a central angle of 58°57'40", an arc distance of 167.78 feet (chord bears South 89°39'01" East, 160.47 feet);

Thence South 62°10'35" East, a distance of 187.21 feet;

Thence South 64°37'26" East, a distance of 85.88 feet;

Thence South 70°11'02" East, a distance of 35.28 feet;

Thence along the arc of a curve to the right having a radius of 96.61 feet and a central angle of 44°37'23", an arc distance of 75.24 feet (chord bears South 44°01'08" East, 73.35 feet);

Thence South 89°41'34" West along said south line of the Southeast Quarter of the Southeast Quarter, a distance of 30.99 feet;

Thence along the arc of a non-tangent curve to the left having a radius of 50.01 feet and a central angle of 46°30'48", an arc distance of 40.60 feet (chord bears North 47°51'58" West, 39.50 feet);

Thence North 70°11'02" West, a distance of 36.84 feet;

Thence North 64°37'26" West, a distance of 87.84 feet;

Thence North 62°10'35" West, a distance of 188.32 feet;

Thence along the arc of a curve to the left having a radius of 135.03 feet and a central angle of 59°09'34", an arc distance of 139.42 feet (chord bears North 89°33'04" West, 133.31 feet);

Thence along the arc of a curve to the left having a radius of 50.01 feet and a central angle of 16°49'53", an arc distance of 14.69 feet (chord bears South 52°27'13" West, 14.64 feet);

Thence South 44°02'16" West, a distance of 168.27 feet;

Thence along the arc of a curve to the left having a radius of 50.01 feet and a central angle of 44°02'16", an arc distance of 38.44 feet (chord bears South 22°01'08" West, 37.50 feet);

Thence South 00°18'26" East, a distance of 4.06 feet to the south line of said Southeast Quarter of the Southeast Quarter;

Thence South 89°41'34" West along said south line of the Southeast Quarter of the Southeast Quarter, a distance of 27.96 feet to the Point of Beginning.

containing 21,317 Square Feet, or 0.489 Acres, more or less.

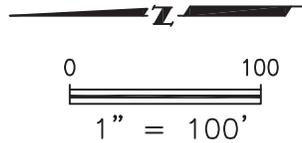
Prepared May 31, 2023 by L.J. Ludeman
1309 S. Inca Street, Denver, CO 80223



ILLUSTRATION FOR EXHIBIT X B



OWNER:
 City and County of Denver, Colorado
 Book 1532 Page 251 (Arapahoe County)



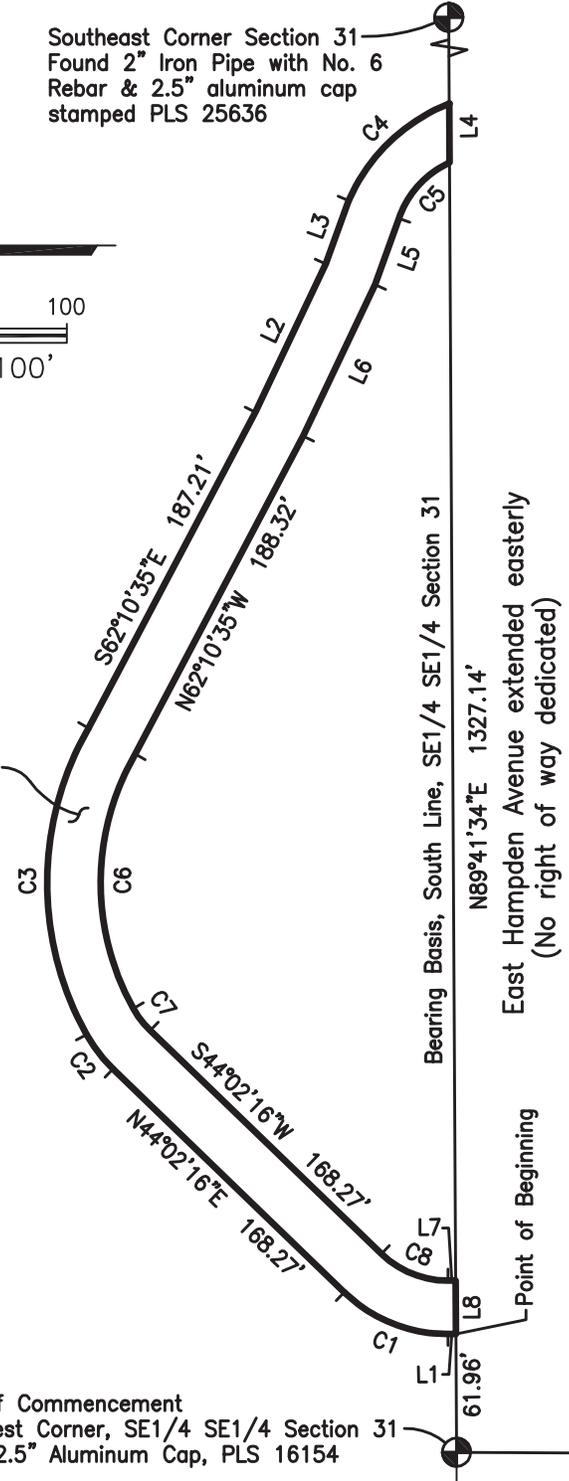
| Line | Bearing | Distance |
|------|-------------|----------|
| L1 | N00°56'35"W | 4.21' |
| L2 | S64°37'26"E | 85.88' |
| L3 | S70°11'02"E | 35.28' |
| L4 | S89°41'34"W | 30.99' |
| L5 | N70°11'02"W | 36.84' |
| L6 | N64°37'26"W | 87.84' |
| L7 | S00°18'26"E | 4.06' |
| L8 | S89°41'34"W | 27.96' |

| Curve | Delta Angle | Radius | Arc Distance | Chord Bearing | Chord |
|-------|-------------|---------|--------------|---------------|---------|
| C1 | 44°02'16" | 78.02' | 59.97' | N22°01'08"E | 58.50' |
| C2 | 16°49'53" | 78.02' | 22.92' | N52°27'13"E | 22.84' |
| C3 | 58°57'40" | 163.04' | 167.78' | S89°39'01"E | 160.47' |
| C4 | 44°37'23" | 96.61' | 75.24' | S44°01'08"E | 73.35' |
| C5 | 46°30'48" | 50.01' | 40.60' | N47°51'58"W | 39.50' |
| C6 | 59°09'34" | 135.03' | 139.42' | N89°33'04"W | 133.31' |
| C7 | 16°49'53" | 50.01' | 14.69' | S52°27'13"W | 14.64' |
| C8 | 44°02'16" | 50.01' | 38.44' | S22°01'08"W | 37.50' |

21,317 S.F.

Point of Commencement
 Southwest Corner, SE1/4 SE1/4 Section 31
 Found 2.5" Aluminum Cap, PLS 16154

Southeast Corner Section 31
 Found 2" Iron Pipe with No. 6
 Rebar & 2.5" aluminum cap
 stamped PLS 25636



THE ABOVE DESCRIBED PARCEL CONTAINS 21,317 SQUARE FEET OR (0.489 ACRES) MORE OR LESS.
 This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY AND COUNTY OF DENVER, COLORADO

TEMPORARY CONSTRUCTION EASEMENT
 SITUATED IN THE SE 1/4 OF THE SE 1/4
 SECTION 31, T. 4 S., R. 65 W., 6th P.M.
 ARAPAHOE COUNTY, COLORADO

| | | |
|------------------|-------------------|--------------------|
| DRAWN BY: LJL | SCALE: 1"=100' | R.O.W. FILE NUMBER |
| CHECKED BY: | DATE: 5/31/23 | JOB NUMBER: |

MATERIALS MANAGEMENT PLAN

FOR:

MURPHY CREEK BANK IMPROVEMENT PROJECT

LOCATION:

Unincorporated Arapahoe County, Colorado



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Acronyms and Abbreviations

| | |
|----------|--|
| ACM | Asbestos-Containing Materials |
| AST | Aboveground Storage Tank |
| AQCC | Air Quality Control Commission |
| CCD | City and County of Denver |
| CCR | Colorado Code of Regulations |
| CDPHE | Colorado Department of Public Health and Environment |
| CFR | Code of Federal Regulations |
| CM | Construction Manager |
| COC | Contaminants of Concern |
| CSWR | Colorado Solid Waste Regulation |
| DDPHE | Denver Department of Public Health and Environment |
| DOT | Department of Transportation |
| EPA | Environmental Protection Agency |
| HASP | Health and Safety Plan |
| HAZWOPER | Hazardous Waste Operations and Emergency Response |
| HUF | Historical Urban Fill |
| LLSS | Lowry Landfill Superfund Site |
| MHFD | Mile High Flood District |
| MMP | Materials Management Plan |
| MT | Monitoring Technician |
| NRC | Nuclear Regulatory Commission |
| OSHA | Occupational Safety and Health Administration |
| PAH | Polycyclic Aromatic Hydrocarbons |
| PCB | Polychlorinated Biphenyl |
| PCS | Petroleum Contaminated Soil |
| PID | Photoionization Detector |
| PPE | Personal Protective Equipment |
| QPM | Qualified Project Monitor |
| RACS | Regulated Asbestos Contaminated Soil |
| RCRA | Resource Conservation and Recovery Act |
| SEMSWA | Southeast Metro Stormwater Authority |
| SOP | Standard Operating Procedure |
| TCLP | Toxicity Characteristic Leaching Procedure |
| TSDF | Treatment, Storage, and Disposal Facility |
| US | United States |
| USDA | United States Department of Agriculture |
| USDOE | United States Department of Energy |
| UST | Underground Storage Tank |
| VOC | Volatile Organic Compound |
| WM | Waste Management |

SECTION 1: INTRODUCTION

This Materials Management Plan (MMP) has been prepared by Parsons for the Murphy Creek Bank Protection Project in Unincorporated Arapahoe County, Colorado. This MMP has been prepared in general conformance with the City and County of Denver Materials Management Plan as well as the Lowry Landfill Superfund Site Waste Management Plan (EMSI, 2020) for those soils disturbed within the Murphy Creek Bank Protection Project that encompasses a portion of the Lowry Landfill Superfund Site. The MMP defines material reuse criteria, screening and sampling protocols, and documentation requirements that will be utilized during soil disturbing activities (e.g., excavation) within the limits of this project that includes the Superfund site portion.

The primary goals of implementing this MMP are to (a) minimize worker exposure to potentially contaminated material, (b) minimize the potential of releases to the environment, and (c) facilitate appropriate reuse and disposal of materials generated during soil disturbing activities.

If contamination is suspected by the Construction Manager (CM) or Monitoring Technician (MT), based on visual/olfactory observation and/or field tests, soil and debris will be characterized for proper off-site disposal. If asbestos-related debris is encountered during the screening process, City and County of Denver's (CCD) Regulated Asbestos-Contaminated Soil (RACS) Standard Operating Procedure (SOP) prepared by Denver Department of Public Health and Environment (DDPHE, 2019) will be implemented to comply with solid waste regulations.

1.1 Project Description

The Murphy Creek Bank Protection Project is in response to the development review of the "Waste Management Denver East" facility project by Southeast Metro Stormwater Authority (SEMSWA) and Mile High Flood District (MHFD).

Murphy Creek runs through the "Waste Management Denver East" facility project site in a northwesterly direction and shows signs of erosion on one of the outer bends that is starting to encroach on the Lowry Landfill Superfund Site, see detailed map in Appendix A. MHFD and SEMSWA have requested that this portion of the Murphy Creek bank be stabilized to halt further migration of the creek into the Superfund site, potentially affecting existing utility poles in the area. Improvements proposed at this location consist of toe protection and buried riprap up to the 100YR Water Surface Elevation and layering back the existing bank slopes to prevent further erosion. All soil will be excavated/moved as necessary.

The impacted area of the landfill based on historical records, is located outside areas of concern of this MMP including waste pits or former disturbances. The area within this scope of work includes only native undisturbed soil with no history of waste disposal. The estimated amount of soil that is to be disturbed for this project within the limits of the Lowry Landfill is approximately 465 cubic yards.

The excavated materials from unimpacted areas on this project site will be evaluated by competent personnel in accordance with the process detailed in Section 3, Evaluating Disturbed Soil. Based on historical and current data, contaminated soils and or materials are not expected to be discovered during this project. Soil found to have no contamination will be spread on the site to reinforce the bank for the purposes of this project. If there is an instance of potentially contaminated soils found, the potentially impacted soils will be containerized and stored in a secured area of the site and labeled "Pending Analysis." When all excavations required by the scope of work are complete, containerized materials will be characterized in accordance with Section 3.2, documented and transported to an off-site Treatment, Storage, and Disposal Facility (TSDF) or permitted solid waste landfill in accordance with local and federal regulations.

1.2 Key Parties and Responsibilities

In an event of an emergency or an unexpected event/release, the following are the site-specific contact details as well as relevant state regulatory agencies:

| Name/Organization | Contact Details |
|---|---|
| CDPHE – Local State Oversight | 720-460-1706 |
| Chris Carlson – Parsons Field Project Manager (PM) | Office: 720-870-4332 Cell: 303-903-3994 |
| Mike Gelwick – Parsons Alternate Site Contact | Office: 303-693-2811 Cell Phone: 303-356-6559 |
| Daniel Griffiths – Parsons Lowry Trust Supervising Contractor | Office/Cell: 303-710-9419 |
| WM Project Manager | TBD |
| Chris Anderson – District Manager, Waste Management | Office: 720-876-2633 Cell: 755-386-5001 |
| In Case of a NON-EMERGENCY, Notify Arapahoe County Sheriff | 720-874-3659 |

- For local medical emergencies, contact 911.

It will be the responsibility of Parsons, as the Lowry Landfill Superfund Site's (LLSS) site contractor, and contractors conducting soil disturbing activities within the project area to provide personnel qualified to follow and implement this MMP and LLSS Health and Safety Plan (HASP). The responsibility to conduct material sampling, select analytical parameters, conduct data evaluation, and make decisions regarding final disposition of displaced material rests with Parsons. At a minimum, Parsons will designate an MMP CM who meets at least one of the following criteria:

- Hold a current Professional Engineer's license or registration from the state of Colorado and have the equivalent of three (3) years of full-time relevant experience; or
- Have a bachelor's or higher degree from an accredited institution of higher education in a discipline of engineering or science and the equivalent of five (5) years of full-time relevant experience; or
- Have the equivalent of seven (7) years of full-time relevant experience.

Additionally, the CM must have the following qualifications:

- Occupational Safety and Health Administration (OSHA) 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) training; and current 8-hour annual refresher; and
- Be a Qualified Project Monitor (QPM) as defined by Section 5.5.3 of 6 CCR 1007-2, Part 1, relating to Regulated Asbestos Contaminated Material, or
- Complete a two-hour asbestos in soil awareness training.

The CM will be responsible for ensuring:

- Field screening of soils is completed in adherence with Section 3.1;
- All necessary samples are collected to characterize potential contaminants of concern (COC) as described in Section 3.2;
- Daily logs will be prepared at the end of each working day when work is conducted onsite. Daily logs will, thoroughly detailing site activities, personnel that were onsite, wastes generated, characterized and/or disposed, and any other pertinent information. Daily logs will be submitted to Parsons during the same day via email and included with the final project reporting.
- Cradle-to-grave tracking disposition of the two types of soil listed in Section 4; and

- Adherence to this MMP through documentation as described in Section 5.

The CM may delegate the responsibilities noted above to MTs who have the following minimum qualifications:

- A bachelor's degree from an accredited institution in geology, engineering, environmental science, or another related field;
- Completed the OSHA 40-hour HAZWOPER training and current eight-hour annual refresher;
- Be professionally trained in standard methods for soil screening, sample collection, and sample handling; and
- Complete a two-hour asbestos in soil awareness training.

SECTION 2: POTENTIAL ENVIRONMENTAL CONTAMINANTS

2.1 Overview

No contaminants, including natural or man-made, are expected to be encountered during the Murphy Creek Bank Protection Project in Unincorporated Arapahoe County, Colorado. This MMP provides a written process to ensure that in the highly unlikely event contaminants are encountered during any soil disturbing activities they are appropriately managed. Potential contaminants include, but are not limited to, petroleum constituents, metals, solvents, poly-chlorinated biphenyls (PCBs), landfill material and associated gases, land applied sewage sludge, and asbestos. The following materials may be screened out by visual and olfactory senses if they look, smell, or seem out of place with the native soil.

The following are contaminants which require special management and disposal:

2.1.1 Regulated Asbestos Contaminated Soil

While there is a low probability for the occurrence of discovering RACS, if it does occur, RACS will be managed in compliance with the Colorado Department of Public Health and Environment (CDPHE) Regulations Pertaining to Solid Waste Sites and Facilities (6 CCR 1007-2, Part 1), 5.5 - Management of Regulated Asbestos Contaminated Soils (CSWR §5.5).

RACS consists of soil, ash, or debris (including six inches in all directions of surrounding soil or other matrix material) containing:

- Friable Asbestos Containing Material (ACM) as determined in the field by the CM through a RACS determination.
- Non-friable ACM(s) that have a high probability of releasing fibers based on the forces expected to act upon the material during soil disturbance as determined in the field by the CM through a RACS determination.
- Deteriorated non-friable ACM(s) that are in poor condition resulting in a high probability to release fibers due to weathering, historical mechanical impact, fire damage (by evidence of ACM within an ash layer) or other factors as determined in the field the CM through a RACS determination.

The following broken, resized, or damaged ACM(s) are predetermined to be RACS:

- Asbestos cement materials
- Plaster
- Brittle caulking, glazing, and sealants
- Powdery Concrete Masonry Unit sealant
- Powdery floor leveling compound
- Drywall/wallboard and associated joint compound material
- Firebrick
- Other material as determined by the Department, at the request of the owner or person disturbing debris, to have a high probability to release fibers.

If debris is encountered during the screening process, a determination will be made in the field by the CM or analyzed in an approved laboratory for the presence of ACM. Debris containing ACM as determined by the CM shall be based on the requirements for such determinations set forth in Air Quality Control Commission (AQCC) Regulation No. 8 (5 CCR 1001-10, Part B). All debris and surrounding soils containing ACM will be managed as RACS as required by Section 5.5 of the Regulation Pertaining to Solid Waste Sites and Facilities (6 CCR 1007-2, Part I), as necessary.

2.1.2 Petroleum Contaminated Soil

Petroleum contaminated soil (PCS) includes soil that has been in contact with or otherwise impacted by petroleum constituents. PCS is an environmental concern associated with aboveground storage tanks (ASTs) and underground storage tanks (USTs), fuel storage and dispensing facilities, automotive service and mechanical repair facilities, and various industrial operations. PCS may be identified by the visual presence of oil or oil staining, petroleum odor, and laboratory analysis.

2.1.3 Polycyclic Aromatic Hydrocarbon Contaminated Soil

Polycyclic aromatic hydrocarbons (PAHs) are a class of chemicals that occur in coal, crude oils, and gasoline. They are ubiquitous in urban environments and are produced when incombustible components deposit during burning operations with coal, oil, gas, and other organic matter. PAHs may be identified by the visual presence of ash residue, oil or oil staining, petroleum odor, and laboratory analysis.

2.1.4 Volatile Organic Compound (VOC) Solvent Contaminated Soil

Chlorinated and non-chlorinated solvent soil may be encountered during soil disturbing activities. Broad categories of solvent products include paint thinners, mineral spirits, degreasers, dry cleaning chemicals, etc. Solvents may also be mixed in with used oil. Volatile organic compounds (VOCs) may be identified in the field by odor, or field instrument, and laboratory analysis.

2.1.5 Metals/Pesticides/Herbicides Contaminated Soil

Metals are naturally occurring in soil throughout Colorado but can also be anthropogenic from ore processing and various other industrial processes. Pesticides and herbicides may be present from agricultural land uses and lawn care application. Metal/pesticides/herbicides may be identified in the field by visual staining, odor or field instruments and laboratory analysis.

2.1.6 Polychlorinated Biphenyls Contaminated Soil

Polychlorinated biphenyls (PCBs) are a group of manufactured organic chemicals consisting of carbon, hydrogen, and chlorine atoms. PCBs were domestically manufactured from 1929 until manufacturing was banned in 1979. PCBs were used in hundreds of industrial and commercial applications including, but not limited to:

- Electrical, heat transfer, and hydraulic equipment
- Plasticizers in paints, plastics, and rubber products
- Pigments, dyes, and carbonless copy paper
- Other industrial applications
- Coal-based fill

One of the more common uses of PCBs is an additive to oil found in electrical transformers, motors, and hydraulic systems. PCBs may be identified in the field by visual presence of stained soils, odor, and laboratory analysis.

2.1.7 Landfill Material

Landfill materials can contain a wide variety of debris and waste material including but not limited to, solid waste, RACS, and soils with elevated PAH, PCB, and heavy metal concentrations. The generation and transmission of gases, such as methane, are specific health and safety concerns associated with landfill material. The primary health and safety concerns of methane are the risks of oxygen depletion and explosion. Landfill material may be identified in the field by screening procedures and monitoring requirements for methane and other combustible gases and shall be described in the site-specific HASP.

2.1.8 Land Applied Sewage Sludge

Sewage sludge or “biosolids” are a solid, semisolid, or liquid residue generated during the treatment of domestic sewage in a treatment works (for example a wastewater treatment plant). Sewage sludge is land applied to improve the structure of the soil. It is also applied as a fertilizer to supply nutrients to crops and other vegetation grown in the soil. Sewage sludge is commonly applied to agricultural land including pasture and range land. Sewage sludge material may be identified during the screening process by visual inspection having an inconsistent texture as compared to the surrounding soil, and an odor resembling decay.

2.2 Health and Safety

Although encountering any hazardous contaminants is highly unlikely for this project, a site-specific HASP will be utilized. The Lowry Landfill Superfund Site has an existing HASP and includes information and requirements for personal protective equipment (PPE), monitoring equipment, and site-specific safety requirements in accordance with 29 Code of Federal Regulations (CFR) 1910 (Occupational Safety and Health Standards) and 29 CFR 1926 (Safety and Health Regulations for Construction).

Modification(s) to the HASP will be reviewed by a competent Industrial Hygienist and available and understood by all personnel as well as any subcontractors and site visitors.

To ensure the safety of all personnel on site, there will be a Photoionization Detector (PID) onsite and calibrated in accordance with the manufacturer’s instructions. The PID will be used downwind of the excavation area when it is believed to be necessary, or a possible hazard may be present.

In the event of dry conditions, dust mitigation will be utilized to reduce airborne particulates to become a potential safety hazard for workers as well as surrounding areas and environments.

Mitigation efforts will follow the City and County of Denver Revised Municipal Code, Chapter 4 Air Pollution Control, Article III Stationary Sources, and Section 4-25 (Fugitive Particulate Emissions) administered by DDPHE.

SECTION 3: EVALUATION OF DISTURBED SOILS

The contractor is responsible for evaluating disturbed soil throughout the project area. As described in the project description, there is no anticipated contamination to be encountered during this process. However, there will be evaluation steps taken to ensure that contaminated soil does not return to the site as broadcasted media.

3.1 Comparison Criteria and Field Screening

The Murphy Creek Bank Protection Project area within the former Lowry Landfill Superfund site, as described earlier, has no history of contamination or disturbance. During the excavation/soil disturbance activity, the CM will follow the following screening guidelines:

- Visual screening of the material specifically looking for discoloration, greying, ash, or inconsistencies with surrounding soil.
- Visual screening for non-soil debris including sludge and other foreign material.
- Visual screening for any oily or tar like material within the soil
- Noticeable odor or any presence of an off-gassing material.
- Knowledge of existing conditions that may require further analytical testing of soil.

3.2 Waste Characterization

Potentially impacted materials, identified through field screening efforts, will undergo further testing to determine appropriate management procedures. Characterization of impacted media generated during the project includes collecting analytical data to determine if media exhibits the Resource Conservation and Recovery Act (RCRA) hazardous waste characteristics of ignitability, corrosivity, reactivity, or toxicity as defined in 6 CCR 1007-3 Part 261 Subpart C. Analytical data includes results for determining suitable disposal requirements and should include at a minimum Toxicity Characteristic Leaching Procedure (TCLP) analysis for RCRA identified characteristic volatile organics, semi-volatile organics, and metals by an authorized laboratory.

For debris or soil suspected to contain ACM, samples shall be collected and analyzed by polar light microscopy, in accordance with US EPA Method EPA/600/R-93/116 or equivalent method by a National Voluntary Laboratory Accreditation Program accredited laboratory. Alternatively, the material may be assumed to be ACM.

All impacted media or waste which are identified as waste shall be removed from the site for disposal at a facility permitted to receive waste in accordance with local, state, and federal requirements. These waste management procedures are also outlined in an updated Waste Management Plan for the Lowry Landfill Superfund Site (EMSI, 2020).

SECTION 4: MANAGEMENT OF DISTURBED SOILS

4.1 Soil Segregation Procedures

The soil excavation, screening, and rebroadcasting process will be accomplished by mechanical controls (i.e., excavator, backhoe, skid-steer etc.) to avoid personnel interaction with soil unless necessary.

Before excavation begins, an CM or MT will evaluate the area for any indication of impacted soil during the entire excavation process. The heavy equipment operator will remove unimpacted soil in 6–8-inch lifts as to ensure adequate visual inspection by the MT or CM during the process. As the soils are being excavated, there will be an MT or CM located within the viewing area of the excavation but outside the arc of the equipment's reach to keep a safe distance while keeping constant communication with the equipment operator.

During the excavation process, if any soil appears to have any of the characteristics described in Section 3.1, excavation will stop. The material in question will be placed directly into a Department of Transportation (DOT) approved drum/container of adequate size, securely stored as described in Section 4.3. The material will then be shipped off site as either hazardous or non-hazardous solid as determined by the waste characterization procedures as outlined in Section 3.2.

Handling and transportation of screened material which may be potentially impacted will be minimized, to the extent feasible. If potentially impacted material is discovered during the excavation and screening process, the soil will be containerized, stored, profiled, and shipped off site to the appropriate TSDf depending on the outcome of the waste characterization determination.

4.1.1 Non-Impacted/Unrestricted Use

During the excavation process, if the soil appears to have no foreign debris or any other criteria that will cause further disposal steps to be taken and has been screened in accordance with Section 3.1. It will be broadcasted back on the site as the contractor sees fit in accordance with the scope of work. Screened and cleared soil will not be mixed with soil that is possibly impacted.

4.1.2 Solid and Hazardous Waste

RCRA states that "solid waste" means any garbage, refuse, or sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility and other discarded material, resulting from industrial, commercial, mining, and agricultural operations, and from community activities.

For a material to be classified as a hazardous waste, it must first be a solid waste. Once a material is established as a solid waste, waste characterization data are used in determining if it is a hazardous waste based on characteristics criteria. In the event any soil on this site is identified as a hazardous waste, the proper classification will be determined within state and federal regulatory requirements, and the soil will then be managed in accordance with RCRA guidelines.

The CM will complete all necessary waste profiling activities for materials that will require off-site disposal at an approved disposal site, based on laboratory analytical results. Additionally, the CM will maintain all necessary waste manifests. Waste profiles and manifests must be signed by a representative authorized by Lowry Trust.

4.2 Disposal

In the event there are hazardous wastes are identified in the excavation soils on the project site, the material will be stored and labeled in appropriate DOT approved drums/containers for off-site shipment to a Subtitle C RCRA TSDF. Impacted soil that is determined to be non-hazardous waste will be drummed, stored, and labeled and shipped to a Subtitle D RCRA landfill. Materials awaiting waste characterization and require further analysis, will be stored in appropriately sized DOT approved drums and labeled "Pending Analysis" along with site contact details and an accumulation start date. Once characterization of the material is accomplished, the material will be labeled to correspond with the findings until transportation and disposal is accomplished.

4.3 Site Control

Site controls are required to confirm that all potential hazards are contained within the boundaries of this site. All excavations will be monitored each day and warning and communication signs will be placed near and around all possible fall hazards that will be further discussed in the site-specific HASP.

In the event there is any hazardous material discovered or soil pending analysis, the material will be stored in a secure, fenced in area. The containment area will have proper labels and signs on all sides of the enclosure with information consisting of site personnel contacts and a warning to the public of potential hazards.

SECTION 5: REPORTING

Upon project completion, the CM will prepare a summary report detailing the work performed at the project. The report will include the following when applicable:

- Documentation of the on-site soil disposition.
- Maps showing location of wastes discovered and any other key features identified during the implementation of this MMP.
- Field observations, screening data and analytical data.
- Summary and copies of analytical results/reports.
- Summary of material quantities that were managed and the procedures used.
- Location and manner of soil use (e.g., embankment fill, surface soil, etc.).
- Representative site photographs showing soil reuse areas.
- A reference to the proximity to groundwater.
- Waste profiles and waste manifests for all solid waste, soil, water, or other material transported off-site for disposal.
- Daily Field Log Book entries including final characterization of all soil.
- If RACS and/or Non-RACS is encountered during construction, documentation and reporting in accordance with the CDPHE-approved RACS Standard Operating Procedure for the CCD and CDPHE Section 5.5, 6 CCR 1007-2.

SECTION 6: REFERENCES

DDPHE, 2019. "[City and County of Denver Standard Materials Management Plan](#)" 2019.

DDPHE, 2019 "[Regulated Asbestos Contaminated Soil Standard Operating Procedure](#)" 2019.

EMSI, 2020. "Updated Waste Management Plan Lowry Landfill Superfund Site Remedial Action/Operations & Maintenance" (Revised October 14, 2020)

USDA, 1974. "Denver Soil Series" United States Department of Agriculture (Revised July, 2011)

USEPA, 2023. "Criteria definition solid waste and solid and hazardous waste exclusions" United States Environmental Protection Agency (January, 2023)

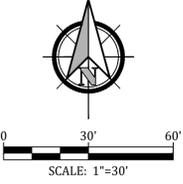
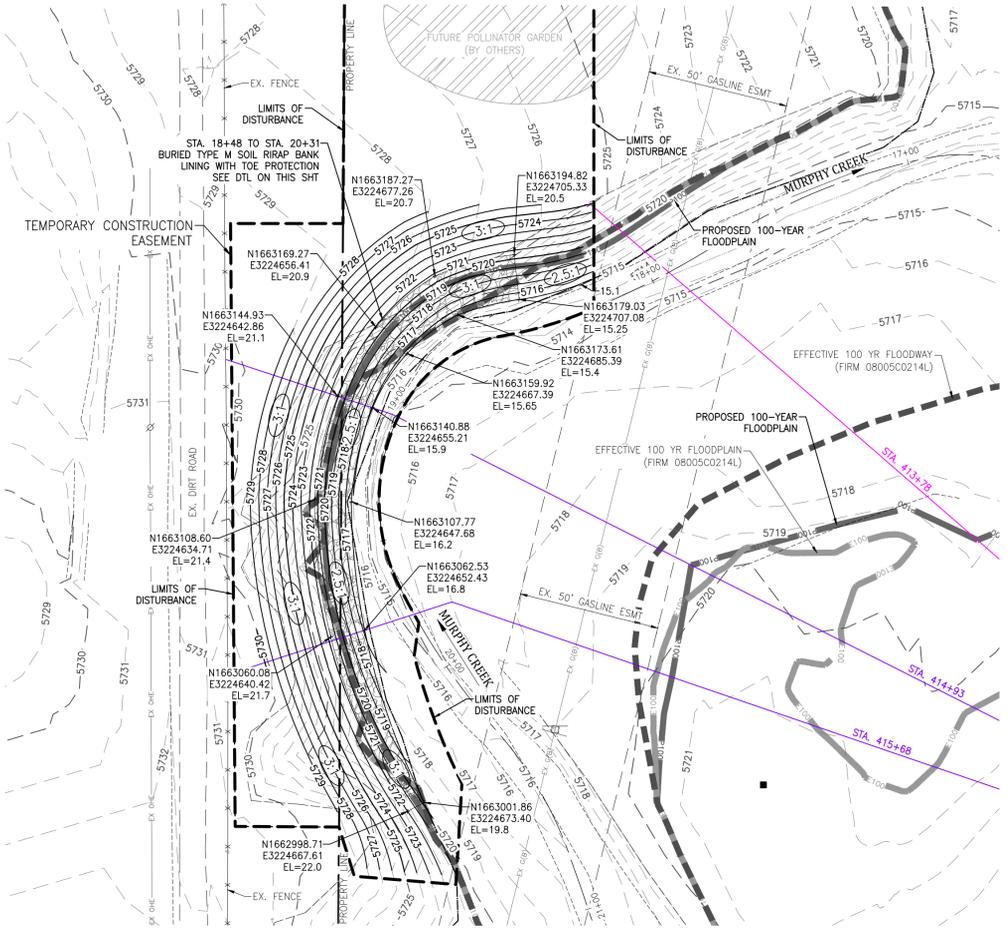
USEPA, 2021. "Lowry Landfill Unincorporated Arapahoe County, CO Site Document and Data" United States Environmental Protection Agency (February, 2021)

USEPA, 2022. "SW-846 Test Method 1311: Toxicity Characteristic Leaching Procedure" United States Environmental Protection Agency (September, 2022)

APPENDIX A: Bank Stabilization and Creek Details

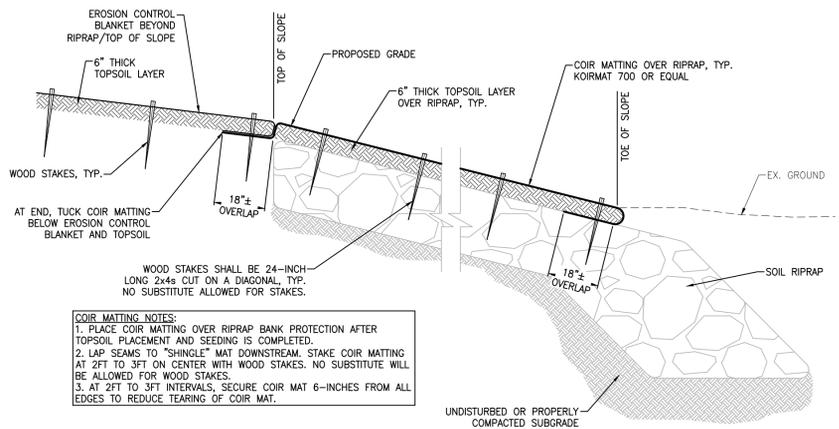
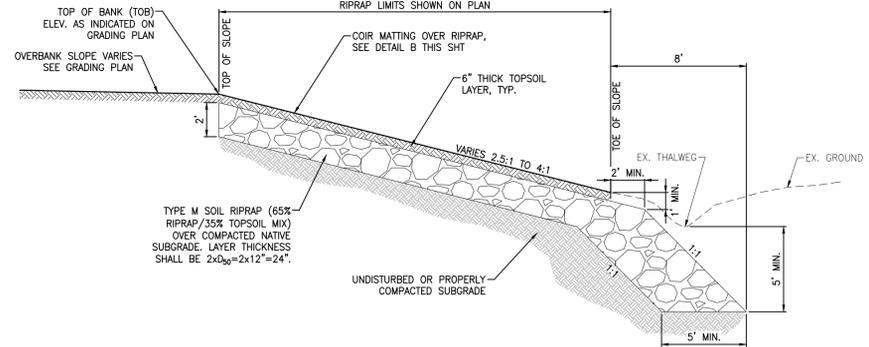
WASTE MANAGEMENT DENVER EAST CIVIL CONSTRUCTION DRAWINGS

THE EAST 1/2 OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO



| RIPRAP AND SOIL RIPRAP GRADATION | | | |
|----------------------------------|-------------------------------------|--------------------------------------|----------------------------|
| RIPRAP DESIGNATION | % SMALLER THAN GIVEN SIZE BY WEIGHT | INTERMEDIATE ROCK DIMENSION (INCHES) | D ₅₀ * (INCHES) |
| TYPE VL | 70-100 | 12 | 6** |
| | 50-70 | 9 | |
| | 35-50 | 6 | |
| TYPE L | 70-100 | 15 | 9** |
| | 50-70 | 12 | |
| | 35-50 | 9 | |
| TYPE M | 70-100 | 21 | 12** |
| | 50-70 | 18 | |
| | 35-50 | 12 | |
| TYPE H | 70-100 | 30 | 18 |
| | 50-70 | 24 | |
| | 35-50 | 18 | |

* D₅₀=MEAN ROCK SIZE
** MIX VL, L AND M RIPRAP WITH 35% TOPSOIL (BY VOLUME) AND BURY WITH 4-6 INCHES OF TOPSOIL, ALL VIBRATION COMPACTED & REVEGETATE.
SOURCE: FIGURE 8-34 (PART 1 OF 3), CHAPTER 8 OF MHFD USDCM VOL. 1 AND MHFD SPECIFICATION SECTION 31.37.00.



- RIPRAP AND SOIL RIPRAP NOTES:**
- ELEVATION TOLERANCES FOR THE SOIL RIPRAP SHALL BE 0.10 FEET. THICKNESS OF SOIL RIPRAP SHALL BE NO LESS THAN THICKNESS SHOWN AND NO MORE THAN 2-INCHES GREATER THAN THE THICKNESS SHOWN.
 - WHERE "SOIL RIPRAP" IS DESIGNATED ON THE CONTRACT DRAWINGS, RIPRAP VOIDS ARE TO BE FILLED WITH NATIVE SOIL. THE RIPRAP SHALL BE PRE-MIXED WITH THE NATIVE SOIL AT THE FOLLOWING PROPORTIONS BY VOLUME: 65% RIPRAP AND 35% SOIL. THE SOIL USED FOR MIXING SHALL BE NATIVE TOPSOIL AND SHALL HAVE A MINIMUM FINES CONTENT OF 15%. THE SOIL RIPRAP SHALL BE INSTALLED IN A MANNER THAT RESULTS IN A DENSE, INTERLOCKED LAYER OF RIPRAP WITH RIPRAP VOIDS FILLED COMPLETELY WITH SOIL. SEGREGATION OF MATERIALS SHALL BE AVOIDED AND IN NO CASE SHALL THE COMBINED MATERIAL CONSIST PRIMARILY OF SOIL. THE DENSITY AND INTERLOCKING NATURE OF RIPRAP IN THE MIXED MATERIAL SHALL ESSENTIALLY BE THE SAME AS IF THE RIPRAP WAS PLACED WITHOUT SOIL.
 - WHERE SPECIFIED (TYPICALLY AS "BURIED SOIL RIPRAP"), A SURFACE LAYER OF TOPSOIL SHALL BE PLACED OVER THE SOIL RIPRAP ACCORDING TO THE THICKNESS SPECIFIED ON THE CONTRACT DRAWINGS. THE TOPSOIL SURFACE LAYER SHALL BE COMPACTED TO APPROXIMATELY 85% OF MAXIMUM DENSITY AND WITHIN TWO PERCENTAGE POINTS OF OPTIMUM MOISTURE IN ACCORDANCE WITH ASTM D698. TOPSOIL SHALL BE ADDED TO ANY AREAS THAT SETTLE.
 - ALL SOIL RIPRAP THAT IS BURIED WITH TOPSOIL SHALL BE REVIEWED AND APPROVED BY THE ENGINEER PRIOR TO ANY TOPSOIL PLACEMENT.
 - CONTRACTOR SHALL COOPERATE WITH ENGINEER IN OBTAINING AND PROVIDING SAMPLES OF ALL SPECIFIED MATERIALS.
 - CONTRACTOR SHALL SUBMIT CERTIFIED LABORATORY TEST CERTIFICATES FOR ALL ITEMS REQUIRED FOR SOIL RIPRAP.
 - RIPRAP USED SHALL BE THE TYPE DESIGNATED ON THE DRAWINGS AND SHALL CONFORM TO TABLE SHOWN.
 - THE RIPRAP DESIGNATION AND TOTAL THICKNESS OF RIPRAP SHALL BE AS SHOWN ON THE DRAWINGS. THE MAXIMUM STONE SIZE SHALL NOT BE LARGER THAN THE THICKNESS OF THE RIPRAP.
 - NEITHER WIDTH NOR THICKNESS OF A SINGLE STONE OF RIPRAP SHALL BE LESS THAN ONE-THIRD (1/3) OF ITS LENGTH.
 - THE SPECIFIC GRAVITY OF THE RIPRAP SHALL BE TWO AND ONE-HALF (2.5) OR GREATER.
 - THE BULK DENSITY FOR THE RIPRAP SHALL BE 1.3 TON/CY OR GREATER.
 - RIPRAP SPECIFIC GRAVITY SHALL BE ACCORDING TO THE BULK-SATURATED, SURFACE-DRY BASIS, IN ACCORDANCE WITH AASHTO T85.
 - THE RIPRAP SHALL HAVE A PERCENTAGE LOSS OF NOT MORE THAN FORTY PERCENT (40%) AFTER FIVE HUNDRED (500) REVOLUTIONS WHEN TESTED IN ACCORDANCE WITH AASHTO T96.
 - THE RIPRAP SHALL HAVE A PERCENTAGE LOSS OF NOT MORE THAN TEN (10%) AFTER FIVE (5) CYCLES WHEN TESTED IN ACCORDANCE WITH AASHTO T104 FOR LEDGE ROCK USING SODIUM SULFATE.
 - THE RIPRAP SHALL HAVE A PERCENTAGE LOSS OF NOT MORE THAN TEN PERCENT (10%) AFTER TWELVE (12) CYCLES OF FREEZING AND THAWING WHEN TESTED IN ACCORDANCE WITH AASHTO T103 FOR LEDGE ROCK, PROCEDURE A. ROCK SHALL BE FREE FROM CALCITE INTRUSIONS.
 - GRADATION: EACH LOAD OF RIPRAP SHALL BE REASONABLY WELL GRADED FROM THE SMALLEST TO THE LARGEST SIZE SPECIFIED.
 - 16.1. STONES SMALLER THAN THE TWO TO TEN PERCENT (2%-10%) SIZE WILL NOT BE PERMITTED IN AN AMOUNT EXCEEDING TEN PERCENT (10%) BY WEIGHT OF EACH LOAD.
 - 16.2. CONTROL OF GRADATION SHALL BE BY VISUAL INSPECTION. HOWEVER IN THE EVENT THE ENGINEER DETERMINES THE RIPRAP TO BE UNACCEPTABLE, THE ENGINEER SHALL PICK TWO (2) RANDOM TRUCKLOADS TO BE DUMPED AND CHECKED FOR GRADATION. MECHANICAL EQUIPMENT AND LABOR NEEDED TO ASSIST IN CHECKING GRADATION SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST.
 - COLOR: THE COLOR OF THE RIPRAP SHALL BE APPROVED BY THE ENGINEER PRIOR TO DELIVERY TO THE PROJECT SITE. COLOR SHALL BE CONSISTENT ON THE ENTIRE PROJECT AND SHALL MATCH THE COLOR OF ROCK TO BE USED FOR ALL OTHER PORTIONS OF THE WORK.
 - BROKEN CONCRETE OR ASPHALT PAVEMENT SHALL NOT BE ACCEPTABLE FOR USE IN THE WORK.
 - ROUNDED RIPRAP (RIVER ROCK) IS NOT ACCEPTABLE, UNLESS SPECIFICALLY DESIGNATED ON THE DRAWINGS.

- MAINTENANCE ELIGIBILITY PROGRAM (MEP) NOTES:**
- THE MILE HIGH FLOOD DISTRICT WILL CONDUCT SITE VISITS DURING THE PROJECT CONSTRUCTION FOR CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS. PLEASE CONTACT MHFD (303-455-6277) TO SCHEDULE A PRECONSTRUCTION MEETING. ALL MEP IMPROVEMENTS INCLUDED IN THE DESIGN APPROVAL LETTER REQUIRE 48-HOUR PRIOR NOTICE TO ANY CONSTRUCTION. STANDARDS AND SPECIFICATIONS FOR ALL OUTFALL AND CHANNEL WORK CAN BE ACCESSED AT WWW.MHFD.ORG UNDER THE REFERENCES SECTIONS. FAILURE TO NOTIFY MAY RESULT IN PROJECT INELIGIBILITY.
 - CONTRACTOR TO COORDINATE WITH MHFD AND ENGINEER TO SCHEDULE THE PRECONSTRUCTION MEETING AND SITE VISITS TO ENSURE MHFD REQUIREMENTS ARE MET DURING CONSTRUCTION.

WM
WASTE MANAGEMENT

ET
environmental
Vision • Solutions • Value™

Kiowa
Engineering Corporation
7175 West Jefferson Avenue, Suite 2200
Lakewood, Colorado 80235
(303) 692-0369

C
CRAWLEY
ARCHITECTS
730 N. 52nd St. Ste. 203
Phoenix, Arizona 85008
P 602.393.5060

BANK STABILIZATION & CREEK DTLS
WASTE MANAGEMENT DENVER EAST
24755 EAST QUINCY AVENUE, AURORA, CO

CIVIL CONSTRUCTION
DRAWINGS
11/04/22
CIVIL CONSTRUCTION
DRAWINGS
02/20/23

BANK STABILIZATION
& CREEK DTLS
C803
SHEET 10 OF 14

APPENDIX B: Site Map

104°43'30"W

104°43'0"W

104°42'30"W

104°42'0"W

104°41'30"W

39°40'0"N

39°40'0"N

39°39'30"N

39°39'30"N

39°39'0"N

39°39'0"N

39°38'30"N

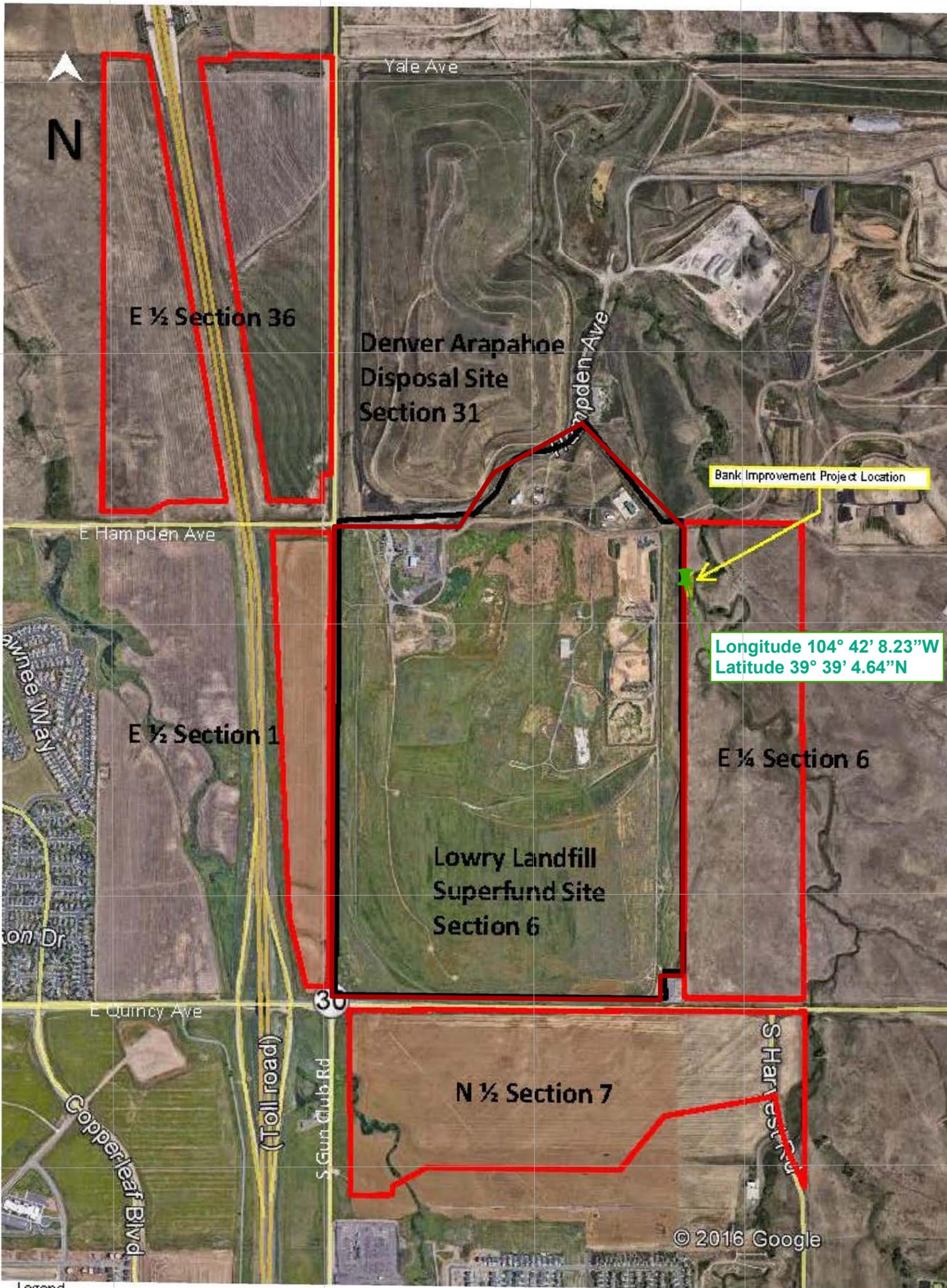
39°38'30"N

39°38'0"N

39°38'0"N

39°37'30"N

39°37'30"N



- Legend
- Lowry Landfill Site Boundary
 - Lowry Trust Buffer Property

Murphy Creek Bank Improvement Project



Figure 1

Murphy Creek Bank Improvement Project

Lowry Landfill Superfund Site, Colorado

PARSONS

Denver, Colorado

Sources: Esri, HERE, Garmin, Intermap, GeoBase, IGN, Kadaster NL, Ordnance, OpenStreetMap contributors, and the G

104°43'30"W

104°43'0"W

104°42'30"W

104°42'0"W

104°41'30"W

EXHIBIT D

LANDFILL AGREEMENT

This Agreement is made and entered into this 9th day of January, 1998 by and between the City and County of Denver, a municipal corporation organized and existing under and by virtue of Article XX of the Constitution of the State Colorado (hereinafter referred to as "Denver"), and Waste Management of Colorado, Inc., a Colorado corporation with its principal place of business at 3900 South Wadsworth Blvd. Suite 800 Lakewood, Colorado (hereinafter referred to as "WMC").

4.1-11-1.6
"

WITNESSETH:

WHEREAS, Denver is the owner of the Denver Arapahoe Disposal Site ("DADS") located on Gun Club Road and consisting of parts or all of Sections 4, 6, 9, Township 5 South, and Sections 31 and 32, Township 4 South, Range 65 West of the 6th Principal Meridian in Arapahoe County, Colorado, (the "Site") and more specifically identified in Exhibit 1 attached hereto and incorporated herein; and

WHEREAS, Denver and WMC have entered into a long term relationship related to the remediation of the Lowry Landfill Superfund Site located on a portion of the Site; and

WHEREAS, WMC has extensive experience and expertise in the operation of non-hazardous and hazardous waste processing, recycling and disposal facilities and desires to undertake the operation, closure and post-closure of the Site; and

WHEREAS, WMC, by assignment from Chemical Waste Management, Inc., an affiliate of WMC, has operated a landfill facility at DADS under contract dated July 7, 1980 with Denver, (the "1980 Contract"); and

WHEREAS, Denver and WMC wish to amend, restate and extend the term of the 1980 Contract by entering into a new agreement as set forth herein;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1.0 DEFINITIONS

The following words, phrases or terms as used in this document shall have the following meaning unless the context requires otherwise;

"Bonds" means performance and payment bonds and other instruments of security.

"CRS" means the Colorado Revised Statutes as amended from time to time.

“Change in Law” means:

(i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of this Agreement of any federal, state or local law, ordinance, code, rule or regulation or other similar legislation, or a change in the clearly established industry or agency interpretation of any such law, ordinance, code, rule, regulation or similar legislation by a court of competent jurisdiction or by the agency or regulatory entity having authority to implement such change in interpretation; or

(ii) addition or imposition of any material condition in the issuance, modification or renewal of any official permit, license or approval necessary for operation and maintenance of the Site;

which materially increase WMC’s obligations or cost of performing its obligations under this Agreement by establishing requirements with respect to the construction, operation, maintenance, closure and or post-closure care of the Landfill which are more burdensome than the requirements in effect in the County of Arapahoe, Colorado on the Effective Date.

Provided, however, that no enactment, adoption, promulgation or modification of laws, ordinances, codes, rules, regulations or similar requirements or enforcement policy with respect to any such requirement shall be considered a Change in Law if, as of the Effective Date, such law, or ordinance, code, rule, regulation or other similar requirement was (a) officially proposed by the responsible agency and published in the Federal Register or equivalent federal, state or local publication and thereafter passes in substantially the same form or (b) enacted into law or promulgated by the appropriate federal, state body, before the Effective Date, and the comment period with respect to which has expired on or before the Effective Date and any required hearings have been concluded on or before the Effective Date in accordance with applicable administrative procedures. In no event shall a change in Federal, State or local income or FICA (in the case of Federal tax law) tax law be considered a Change in Law.

“Closing” means the time at which the Facility permanently ceases to accept waste.

“Closure” means the preparation and implementation of all design, permitting, construction, monitoring, maintenance and financial responsibility assurance required by or reasonably associated with the closure and post-closure requirements set forth in applicable laws and regulations. The parties recognize that Closure activities and the costs associated with Closure are incurred at various times during the operation of the Facility.

“Closure plan” means written reports and engineering plans detailing those actions that will be taken by the operator of the Facility to effect closure of the Facility in accordance with applicable regulations.

“Contract Year” means October 1 through September 30.

“Corrective Action” means those protective, preventative and remedial actions taken as a result of any release or threatened release of pollutants or contaminants from the Facility or the Site which are either required by law, rule or regulation or required to avoid civil liability, or both. It shall also mean such actions as are necessary to remedy any other nuisance, hazard, or violation of law, rule or regulation related to the Facility.

“DACWPF” means the Denver Arapahoe Chemical Waste Processing Facility of the Site, located in a portion of section 32, previously used as a RCRA Interim Status hazardous waste disposal facility and currently in Post-Closure.

“Department” means the State of Colorado Department of Public Health and Environment.

“Effective Date” means October 1, 1997.

“EMF” means the Environmental Maintenance Fee.

“EPA” means the United States Environmental Protection Agency.

“Facility” means the landfill facilities on the Site operated pursuant to this Agreement.

“Hazardous Waste” means those substances and materials defined or classified as such by the Colorado Hazardous Waste Commission pursuant to 25-15-302, C.R.S. as amended.

“Leachate” means liquid that has passed through or had contact with solid waste and may contain soluble, miscible or suspended constituents removed from the waste.

“Life of the Facility” means the time and activity required for attainment of full capacity at the Site, including completion of solid waste recycling, processing and/or disposal at the Facility, any vertical or horizontal expansions thereof, and any additional cells which may be developed at or adjacent to the Facility and within the Site.

“Lowry Trust” means the Superfund Site project management procedures and trust fund(s) established pursuant to that certain Master Settlement/Joint Prosecution-Joint Defense Agreement effective May 1, 1993, and the exhibits thereto.

“Materials recovery” means any process by which one or more of the various components in the solid waste is separated, concentrated, reused or recycled.

“Monitoring wells” are wells from which water or gas samples are drawn for water or gas quantity and/or quality analysis.

“Non-hazardous Waste” means those substances and materials not defined or classified as Hazardous Waste by the Colorado Hazardous Waste Commission pursuant to 25-15-307, C.R.S. as amended

“Operating Day” means any calendar day during which the landfill is operating and is open for receipt of waste from contract haulers, private haulers, and or the public. Normal operating days may be seven days per week, New Year’s Day, Easter Sunday, July Fourth, Labor Day, Thanksgiving Day and Christmas Day excluded. The normal operating hours shall be posted at the entrance of the Site from time to time.

“Person” means any and all persons, natural or legal, including any individual, firm, association, corporation, state or federal governmental unit or any local political subdivision thereof.

“Post-Closure” means the period required by Section 3.6 entitled “Post-Closure Care and Maintenance” of the Colorado Regulations Pertaining to Solid Waste Disposal Sites and Facilities (6 CCR 1007-2).

“Producer Price Index” means the index for Industrial Commodities published by the Bureau of Labor Statistics, US Department of Labor, 1967 = 100.

“RCRA” means the Resource Conservation and Recovery Act, 42 USC § 6901 et seq.

“Recycling” means any process by which solid waste, or materials which would otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

“Superfund Site” means that portion of Sections 6 and 31 of the Site, listed on the National Priorities List, 40 C.F.R. Part 300, Appendix B and currently being remediated by Denver, WMC and Chemical Waste Management, Inc., under EPA Administrative Order No. VIII-95-05 (the “EPA Order”).

“Site” means the area of land legally described on Exhibit 1 attached hereto and hereby made a part of this agreement and containing approximately 2680 acres.

“Solid Waste” means garbage, refuse, rubbish, yard trash, clean debris, white goods, ashes, sludge, tires, other discarded material, and any other materials which may lawfully be accepted for disposal at the Facility.

“Ton” means a short ton, 2000 pounds (0.9078 metric tons).

“Unacceptable Waste” means any and all waste that is either:

(a) Waste which is prohibited from disposal at the Facility by State of Colorado, federal, or local law, regulation, rule, code, ordinance, permit or permit condition; or

(b) Hazardous Waste, as defined above.

2.0 RESPONSIBILITIES OF WMC

2.1 Operational Responsibilities.

(a) WMC shall perform all operations of the Facility as required by applicable laws, rules and regulations.

(b) WMC shall provide all:

(i) superintendence;

(ii) labor, including operators, spotters, maintenance mechanics and incidental labor; and

(iii) materials, equipment, tools, supplies and utilities

required for ongoing construction, operation, expansion, closure and post-closure maintenance of the Facility and the Site.

(c) WMC shall use its best efforts to obtain and maintain all permits, licenses and authorizations required for the operation of the Facility as a non-hazardous waste landfill and shall comply with the conditions of the Certificate of Designation issued by the County of Arapahoe covering the land use of the Site. Denver will use its best efforts to maintain the Certificate of Designation for the Site, with the best efforts assistance of WMC.

(d) WMC shall construct and maintain all roads, berms, ditches, stream diversions, embankments, office structures, equipment shelters and any and all other facilities or improvements necessary or required for the operation of the Facility.

(e) WMC shall maintain utilities such as, but not limited to, electric lines, gas lines, underground storage tanks and telephone lines which are consistent with the operation of the Facility.

(f) WMC shall carry out all waste disposal and other operations reasonably necessary or incident thereto, including but not limited to, cover stock piling, fill and cover placement and compaction, drainage, pollution and nuisance prevention. Any other activities at the Site, including

but not limited to recycling, storage, treatment, or special waste handling shall only be conducted pursuant to a separate agreement between Denver and WMC.

(g) WMC shall provide security with respect to the Site so as to prevent unauthorized entry (to the extent reasonably practicable) upon areas of the Site where operations are being actively conducted.

(h) Subject to restrictions contained in Denver's Executive Order 97, as the same may be amended from time to time as necessary for the reasonable protection of the Superfund Site and Superfund activities, WMC shall be permitted to use all water rights owned by Denver which are appurtenant to the Site and which are expressly reserved to Denver and the Site on a reasonable, non-exclusive basis during the term of this agreement and during all Post-Closure activity, for Facility operations, Closure and Post-Closure activities. Denver shall cooperate with WMC in obtaining additional water rights at the Site if WMC so requests. Denver agrees to seek reimbursement from the Lowry Trust for WMC's costs associated with obtaining additional water required as a result of Executive Order 97. Nothing herein shall affect in any way water rights held by Denver acting through its Board of Water Commissioners.

2.2 Right of Access

WMC shall provide right of access at any time during routine operations to Denver's representatives and representatives of state, federal and local regulatory agencies with jurisdiction. Any governmental agency which has jurisdiction over the Site or the operations at the Site, including Denver, may make inspections of the Site and its operations at any time during the Operating Day or at other times mutually agreed to which may be reasonable for such inspections, provided however, that such inspections may be made only by authorized personnel of such authorities or Denver. Such inspections shall not interfere with the orderly operation of the Facility by WMC.

2.3 Safety and Security

Subject to the provisions of Section 4.1 and as elsewhere herein stated, WMC shall be in exclusive control of the Site and shall take reasonable actions to enhance the on-site safety of its personnel, Denver representatives, operators of waste haulers, regulatory agency inspectors, and the public. WMC may require that all persons entering the Site comply with all safety and other reasonable rules set by WMC, and at the request of WMC, each third party guest entering the Site to sign a written statement assuming the risk for any damage he or she suffers during his or her visit to the Site, other than that which is caused by the gross negligence or intentional misconduct of WMC. WMC shall provide a means of controlling the access to the Site and of Site security to prevent unauthorized access and clandestine dumping.

2.4 Design and Construction

WMC shall be responsible for the ongoing permitting, design and construction of the Facility and associated facilities as is required through the term of this Agreement. Design, construction, and

operation practices shall employ all reasonable measures to maximize the capacity to the extent consistent with permits, laws, rules, regulations, sound engineering, and generally accepted industry practice.

2.5 Closure and Post-Closure

✓ (a) WMC shall perform all acts required for the lawful Closure and Post-Closure maintenance of the Facility, including but not limited to groundwater, gas, leachate, and surface water monitoring, monitoring well installation and maintenance, restoration and Corrective Actions. WMC's obligations under this Section 2.5 shall extend to the DACWPF facility but shall exclude any activity and costs associated with any remedial investigation and feasibility studies, records of decision, response actions, removal actions, remedial designs, remedial actions, oversight costs, institutional controls, and any other CERCLA related activities undertaken in connection with the Superfund Site required as a result of prior disposal activities. (This Agreement shall not be construed so as to increase or decrease either Party's obligations related to the remediation of the Superfund Site.)

✓ (b) In the event of termination prior to final closure of the Site, then in such event WMC's obligations hereunder shall be limited to those specific areas of the Site wherein WMC actually performed waste disposal operations pursuant to this Agreement and the 1980 Contract, including any areas of the Site affected by any such operations. In such event, Closure, Post-Closure, Remediation or Corrective Action, if any, on areas of the Site operated by Denver or its contractors shall be the sole responsibility and liability of Denver, including any other areas of the Site to the extent affected by such operations.

(c) For each area of the Site to undergo separately timed Closure activities, (primarily determined by the placement of final cover material), Denver shall develop a plan, the purpose of which shall be to identify and provide for future uses of the Site with the goal of maximizing the value of the property to Denver, subject to the equivalent needs to minimize costs to WMC for Post-Closure care and for any Site reuse to be compatible with the continued integrity of the cover system and protective of any other Closure and Post Closure systems, including, but not limited to, any monitoring wells, landfill gas collection and treatment systems, leachate management systems and surface water management systems. WMC agrees to cooperate with Denver regarding the planning and preparation of each logical area for reuse after Closure. The plan shall not permit uses that would impair WMC's ability to properly perform Post-Closure activities or adversely impact WMC's liability or otherwise unreasonably interfere with or increase WMC's obligations under this Agreement. The plan shall, at a minimum, delineate routine Site uses that may occur on the surface of the Facility cover and those uses which are prohibited. To the extent reasonably necessary, Denver will cooperate in imposing any surface, subsurface or ground water use restrictions on all necessary portions of the real estate that comprises the Site, as covenants running with the land for purposes of protecting human health and the environment by protecting in perpetuity the cover system and other Closure, Post-Closure, Corrective Actions and general protective measures undertaken at the Site. The plan may, but need not, include the establishment of "buffer zones" to

further ensure the long term protection of the Site and to minimize the likelihood of third party claims.

(d) Denver shall be responsible for all activities on the Site related to its plan for future use including the actions of its agents, contractors and subcontractors. Denver's responsibility shall extend to any damage caused to any systems installed by WMC including any damage which results in additional costs to WMC to comply with its Closure and Post-Closure obligations set forth herein. Denver shall further be responsible for any failure to impose reasonably necessary surface, subsurface or ground water restrictions requested by WMC for purposes of protecting human health and the environment, to the extent such restrictions are reasonably capable of being imposed by Denver.

3.0 FINANCIAL RESPONSIBILITY

(a) WMC shall comply with all Federal, State and local laws, rules, regulations concerning the financial responsibility for, and accruals with regard to, expenses and costs associated with the operation, Closure, Post-Closure, and Corrective Actions for the Facility. Included within, but without limiting the foregoing obligation, WMC is aware of the financial security requirements of the "Solid Waste Disposal Sites and Facilities Act", Title 30, Article 20, Part 1, C.R.S. as amended, for non-hazardous waste disposal at the Facility, and Colorado Hazardous Waste Regulations specified in 6 CCR 1007-3 for hazardous waste disposed in Section 32, and shall be in compliance with them as of the Effective Date of this Agreement.

(b) WMC shall, within thirty (30) days following the date of execution hereof, provide the following assurances and guarantees of its obligations hereunder:

(i) a performance bond guaranteeing WMC's performance of all of the obligations of WMC hereunder, in the penal amount of \$2,100,000.00, executed by WMC and by a surety company meeting the requirements of Denver for insurance companies as set forth in Section 11, below, which amount shall be adjusted annually to equal the amount of the Minimum Royalty Guarantee specified in §6.2, (without regard to any provision regarding any Minimum Royalty Guarantee Reservation under §6.3);

(ii) a performance bond guaranteeing WMC's performance of Closure and Post-Closure obligations of WMC under this contract (including indemnification obligations to Denver) in the penal amount of \$2,250,000.00, executed by WMC and by a surety company meeting the requirements of Denver for insurance companies as set forth in Section 11, below (the "Environmental Bond"). This Environmental Bond shall be separate from and in addition to any other bond or other financial security provided by WMC to the City under this agreement or any bond or financial security provided to any third party, including the State of Colorado, for environmental obligations at the Site. On every third anniversary of this Agreement, either party may request that the amount of the Environmental Bond be adjusted. The party seeking the

adjustment shall provide the other party with a written statement of the reasons for its request not less than thirty (30) days prior to the anniversary date. The statement of reasons shall provide substantial evidence establishing that the amount of the Environmental Bond should be adjusted by more than ten percent (10%) of its then current value. The initial \$2,250,000.00 amount stated above is based upon current landfill area assumptions of approximately ninety-five (95) acres open and forty-five (45) acres closed, a single cell, no existing landfill gas collection system (therefore, no included amount for maintenance, repair, and replacement costs) and a bond posted with the State of Colorado in the amount of approximately \$1,900,000.00. Any requested adjustment may be based, at least in part, upon a change in these assumptions, including without limitation the type and amount of security instrument posted with the State. In the event that the other party does not agree to the requested adjustment, the matter shall be referred to the dispute resolution procedures contained in §12.12. A letter of credit which may be presented and drawn at a local bank and which is in a form reasonably satisfactory to the City Attorney may be used in lieu of a performance bond; and

SECTION 31
(NOT REACHED)
BIGGER YES
FOR GAS STORAGE

(iii) the Guaranty of Waste Management, Inc. a Delaware corporation, in the form attached as Exhibit 2.

Without implication as to the materiality of the failure to comply with other provisions, the failure to provide any of the above assurances within the time specified or as extended by Denver in writing shall be a material breach of this Agreement.

(c) WMC shall be solely responsible for and shall pay all costs and expenses incurred in the performance of its obligations and responsibilities hereunder.

4.0 RESPONSIBILITIES OF DENVER

4.1 Site Use

Any use of any portion of Sections 6, 31, and 32, as determined by Denver, cannot interfere with current or future landfill operations without approval of WMC, which shall not be unreasonably withheld. The control, use, sale, lease, etc. of Sections 4 and 9 shall be within Denver's reasonable discretion, except that Denver may not allow for waste disposal, recycling, or other waste processing related activities on these Sections without express approval of WMC. Denver will cooperate with WMC in determining uses or disposal of Sections 4 and 9 whenever reasonably possible, consistent with Denver's interests.

Subject to deeds, easements, rights-of-way and restrictions of record, Denver represents that it has the right to use the Site for the operation of a solid waste disposal facility by virtue of the Certificate of Designation issued by Arapahoe County, Colorado. Denver will use its best efforts to maintain the permanent right to use the Site for the Life of the Facility and the Post-Closure maintenance period, with the best efforts assistance of WMC. Denver shall allow WMC to use the Site as provided for herein for the full term of this Agreement and shall not allow the Facility to be

disturbed during the Post-Closure maintenance period except pursuant to the terms and conditions contained herein. WMC shall not be responsible for activities on Sections 4 and 9 unless such activities are actually conducted by WMC.

4.2 Permitting and Approvals

Denver shall cooperate with and assist WMC in obtaining all permits and approvals required for construction, operation, Closure and Post-Closure of the Facility; provided, however, that nothing herein shall require the granting or approval of any permit or approval of Denver except as otherwise consistent with Denver's ordinary, lawful requirements therefor and consistent with Denver's rights and obligations elsewhere stated herein.

4.3 Risk Minimization

Upon termination of this agreement, Denver shall not allow any activities at the Site which are not authorized in the plan to be developed pursuant to Section 2.5.

It is the mutual desire and intent of the parties to keep the operational costs and long-term risks at the Site as low as possible consistent with sound engineering practices and protection of public health and the environment. Consistent with the foregoing, Denver agrees that it will exercise all reasonable, good faith efforts to minimize the long-term risks associated with the Site and specifically, not to take any action that would increase WMC's liabilities hereunder. Denver further recognizes that WMC will incur substantial costs if duplicative, redundant or other systems separate from the Superfund Site are installed and that it is the intent, mutual desire and goal of the parties to avoid such costs to the maximum extent practicable. Without limiting the generality of the foregoing, Denver agrees to cooperate with WMC in seeking to utilize those facilities and services developed or acquired in connection with the Superfund Site, including, but not limited to connection to the Section 6 landfill gas collection and treatment system and connection to the Metropolitan Wastewater District sewer. In the event that gas collection and treatment operations are no longer required to support activities related to the Superfund Site remediation, WMC shall pay the operations and maintenance expenses related to the use of such facilities for so long as WMC shall require the use of such facilities. Sewer connection costs and tap fees for WMC shall be paid by WMC. Additional costs resulting from the use of other facilities and services, if substantial, shall be paid by WMC. WMC shall be responsible for the resolution of any issue with any Lowry Trust audit or settlor resulting from such uses.

4.4 Denver Controlled Waste

Denver agrees to direct unrecycled waste collected or hauled in Denver vehicles to the Facility for disposal. Denver also agrees to direct its contractors and subcontractors to direct unrecycled waste from Denver owned or controlled facilities to the Facility for disposal wherever dedicated loads can be reasonably required. In the event Denver shall in the future determine to, through contract, franchise or other means, provide for the collection of Denver residential waste by third parties, Denver agrees to require said third party or parties to deliver all such waste collected

pursuant to any contract, franchise or other arrangement to the Facility for disposal. In the event that the D&R Transfer Station, or a similar, nearby facility ceases to accept waste for transfer to DADS, despite WMC's reasonable efforts to the contrary, Denver's obligation hereunder shall be proportionately reduced to account for Denver's waste stream which previously utilized that transfer station, and the minimum royalty guarantee required pursuant to §6.2 shall be adjusted downward to reflect the loss of any such Denver controlled waste stream to the Facility as a result.

4.5 Notification of Operating Deficiencies

Denver shall notify WMC in writing when aspects of WMC's performance of operations are observed by Denver to be in violation of terms of this Agreement or of applicable provisions of governing law or regulations; provided, however, that the failure of Denver to so notify WMC shall not be construed as a waiver of Denver's rights hereunder.

4.6 Legislative Efforts Upon request from WMC and whenever Denver considers it to be reasonable in view of its full range of interests, Denver will support WMC's position on legislation or regulations proposed for adoption and affecting the Facility, the Site or the operation of either.

5.0 TERM OF AGREEMENT

5.1 Term

This Agreement shall commence on the Effective Date and shall remain in full force and effect for the Life of the Facility, subject to the termination provisions set forth in Section 6 hereof. WMC's right of access for Closure and Post-Closure maintenance shall continue for so long as WMC shall have any liability for activities at the Site.

5.2 Closure

In the event that WMC becomes aware of any condition which would, in WMC's reasonable opinion, significantly increase or decrease the projected date of attainment of full capacity at the Site, it shall, as soon as reasonably possible, notify Denver in writing of such change. During the final five years of projected life, notification of the projected date shall be given not less frequently than annually. If requested by Denver during the final five years, WMC shall provide copies of relevant records, data, drawings, maps, test reports and similar such information as may reasonably be requested by Denver in support of WMC's projected date of attainment of full capacity and of the required Closure procedures. Except as provided in Section 2.5(b), WMC shall perform all Closure and Post-Closure construction and maintenance at the Site required by law, but excluding any activities related to the remediation of the Superfund Site.

6.0 COMPENSATION AND METHOD OF PAYMENT

6.1 Royalty

WMC shall pay to Denver and Denver shall accept from WMC as monetary compensation for the rights, duties and obligations arising under and by virtue of this Agreement an amount of money equal to and computed as fifteen (15%) percent of the gross disposal revenue, excluding amounts collected under the EMF, the solid waste user fee or any other externally mandated surcharge applicable to the disposal of non-hazardous waste, received by WMC in connection with all of the non-hazardous waste disposal operations of and by WMC at or on the Site, such amount to be computed at the end of and for each calendar quarter or part thereof during which WMC carries out operations at the Site and paid to Denver no later than forty-five (45) days after the end of each such quarter. The fifteen (15%) rate shall be in effect commencing on the Effective Date and continuing until September 30, 1999. On October 1, 1999 the rate shall be increased to eighteen (18%) percent and shall remain at eighteen (18%) percent until September 30, 2007. On October 1, 2007 the rate shall be increased to twenty-one (21%) percent and shall remain at twenty-one (21%) percent until September 30, 2019. Effective October 1, 2019 the rate shall be changed to twenty-four (24%) percent and shall remain at twenty-four (24%) percent for the Life of the Facility. All such Contract Year royalties shall be subject to the minimum royalty guarantee as set forth in Section 6.2, below. WMC shall be under no obligation to pay a royalty for free disposal offered to local governments or community organizations as part of WMC's continuing public relations efforts, up to a maximum of 25,000 cubic yards per year. Additional amounts shall require the advanced written approval from Denver. The 25,000 cubic yards shall be in addition to disposal provided to Denver's Street Maintenance Division and the Colorado Department of Transportation in conjunction with their road cleaning activities. Denver shall be reasonably recognized in any statements or literature recognizing WMC's community and public relations activities involving disposal at the Site, and WMC shall report the activities and quantities to Denver within ninety days thereafter.

6.2 Minimum Royalty Guarantee

WMC shall pay to Denver a minimum royalty of Two Million One Hundred Thousand dollars (\$2,100,000.00) for Contract Year 1997-1998 (the "Base Payment"). The Base Payment shall thereafter be adjusted as follows to determine the Minimum Royalty:

(a) Effective October 1, 1998, the Base Payment shall be adjusted by an amount equal to ninety (90%) of the percentage change in the PPI for the preceding twelve months.

(b) Effective October 1, 1999, the Minimum Royalty as determined in (a) above shall be increased by One Hundred Forty Thousand dollars (\$140,000.00) and that total amount shall then be adjusted by an amount equal to ninety (90%) percent of the percentage change in the PPI for the preceding twelve months.

(c) Effective October 1, 2000, the Minimum Royalty as determined in (b) above shall be increased by One Hundred Forty Thousand dollars (\$140,000.00) and that total amount shall then be adjusted by an amount equal to ninety (90%) percent of the percentage change in the PPI for the preceding twelve months.

(d) Effective October 1, 2001, the Minimum Royalty as determined in (c) above shall be increased by One Hundred Forty Thousand dollars (\$140,000.00) and that total amount shall then be adjusted by an amount equal to ninety (90%) percent of the percentage change in the PPI for the preceding twelve months.

(e) Effective October 1, 2002 and each and every October 1 thereafter for the Term of this Agreement and until termination of operations as set forth in Section 5.2 above, the Minimum Royalty as determined in the prior Contract Year shall be adjusted by an amount equal to ninety (90%) of the change in the PPI for the preceding twelve months.

The minimum royalty payments identified in this Section 6.2 shall be applicable only in the event that the actual royalty payment calculated in accordance with Section 6.1 fails to meet or exceed the minimum royalty for each Contract Year determined in accordance with this section. Payment of an amount equal to the difference between the actual royalty payments made in each Contract Year and the Minimum Royalty guarantee for said Contract Year shall be made by WMC to Denver not later than forty-five (45) days following the end of the Contract Year. In the event the Site is closed or operations are suspended pursuant to the excuse of performance conditions stated in Section 12.4, then, in such event, the Minimum Royalty payment shall be prorated for the actual number of months the Facility is open to receive waste.

6.3 Minimum Royalty Guarantee Reservations

WMC reserves the right to serve notice on Denver requiring the parties to enter into good faith negotiations regarding modifications to this agreement, if the occurrence of any of the following events have resulted in the continued operation of the Site becoming economically impracticable because of the minimum royalty guarantee payment required by Section 6.2, above. This Section 6.3 shall not be effective unless and until the royalties set forth in Section 6.1 would, but for the minimum royalty guarantee set forth in Section 6.2, fail to reach eighty-five percent (85%) of the minimum royalty guarantee amount for each of two consecutive Contract Years.

1) A Change in Law which materially increases WMC's obligations or cost of performing its obligations under this Agreement or inhibits WMC's ability to accept solid waste by establishing requirements with respect to the construction, operation, maintenance, closure or post-closure care of the Facility and/or Site which are significantly more burdensome than the requirements in effect on the Effective Date of this Agreement. Any provision which increases WMC's obligations or costs of performing its obligations under this Agreement which also applies to other landfill facilities or operations in the same or a similar manner, such that no substantial competitive disadvantage to the Facility results, shall not be considered a Change in Law for purposes of this section.

2) The issuance of an order, injunction or judgment of any federal, state or local court, administrative agency or governmental body or officer with jurisdiction over the Facility or Site including any exercise of the power of eminent domain, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity; excepting decisions interpreting federal, state or local tax laws; provided, however, that such order or judgment shall not arise in connection with or be caused by the negligence or willful action or inaction of WMC and further provided that WMC shall have the affirmative duty to exercise reasonable, good faith efforts to prevent any such action from occurring.

3) The failure to issue, or the suspension, termination, interruption, denial, failure or renewal of any permit, license, consent, authorization or approval essential to the construction, operation or maintenance of the Facility, if such failure, suspension, interruption or denial shall not arise in connection with or be related to the negligent or willful action or inaction of WMC and that neither the contesting in good faith of any such failures, suspensions, terminations, interruptions or denial nor the reasonable failure to so contest shall be considered as a negligent or willful action or inaction of WMC; provided, however, that WMC shall have the affirmative duty to exercise reasonable, good faith efforts to prevent any such failures, suspensions, terminations or interruptions from occurring.

4) The occurrence of any act of God, earthquakes, flood or similar occurrence, an act of a public enemy, war, insurrection, riot or civil disturbance, sabotage or similar occurrence which is beyond the reasonable control of WMC.

5) A general economic downturn within the area from which the Facility waste source has been collected during the preceding 5 Contract Years that is evidenced by a decline in real, annual sales tax collections per penny of tax by the State of Colorado over the amount collected during the Contract Year 3 years previous, using the best information available from the State of Colorado, and adjusted by the Consumer Price Index for the Denver Metropolitan Area. If precise tax collection information is not available for the subject area, estimates based upon nearly correct boundaries or proportionate calculations based on jurisdictions or areas for which information is available may be used.

The Consumer Price Index used herein shall be the Index for the midpoint of the Contract Year for all urban Consumers (for all items, Denver, Colorado) - published by the Bureau of Labor Statistics, US Department of Labor, 1967 = 100. In the event that the US Department of Labor, Bureau of Labor Statistics ceases to publish the said Index, the parties shall substitute another equally authoritative measure of change in the purchasing power of the US dollar as may be then available so as to carry out the intent of this provision.

6) The opening of one or more additional solid waste landfills which would result in a net increase in the number of landfills within fifty (50) miles of the Facility over the number of landfills in existence as of the Effective Date of this Agreement, or the opening of a solid waste transfer station, capable of, or actually processing at least 1,000 tons of waste per day, within twenty (20) miles of the Facility, either of which also results in a loss to the Facility of waste collected by other, competitive collection companies within the area defined in subsection 5), above.

The events in 1-6 above must reasonably be the cause of the decrease in actual royalties. Both the decrease in actual royalties and the event must be beyond the reasonable control of WMC to prevent, remedy or offset (including, without limitation, the shifting of solid waste streams by WMC from geographic areas previously disposed of at the Facility, except that waste may be shifted if required by events numbered 2), 3), or 4), above). Additionally, shifting of waste streams by WMC may be determined to be beyond WMC's reasonable control as a result of a Change of Law event under 1), above, if Denver agrees in writing. If Denver does not so consent in writing, Denver and WMC shall then jointly select and retain a nationally recognized accounting or business management consulting firm, sharing the cost equally. The consulting firm shall be tasked to render its opinion as to whether the Change in Law, in and of itself, has so adversely affected WMC's competitive position at Lowry that a reasonably prudent business person in WMC's position would be required to use a different disposal facility. The opinion shall be considered advisory only, and shall not be binding upon either party. WMC shall have the burden of proving the existence of any event relied upon under this Article 6.3.

In the event that the parties have not agreed upon a modification to this Agreement within ninety (90) days following the giving of written notice as provided for above, then either party may declare the negotiations to have been unsuccessful. Upon such declaration by either party and at Denver's option, either: (i) the minimum royalty guarantee payment required by Section 6.2 shall then be suspended or (ii) this Agreement shall terminate, effective eighteen months following the date of written notice provided by WMC as provided for above. No minimum royalty guarantee shall be in effect during the duration of the eighteen month period prior to such termination. If Denver chooses suspension of the guaranteed minimum royalty payment, such suspension shall continue until either (A) actual royalties generated at the Site are in excess of the minimum royalty guarantee amounts for two consecutive Contract Years or, (B) if the notice was originally given by WMC due to a general economic downturn as set forth in Section 6.3.5, the real sales tax collections per penny of tax by the State of Colorado have returned to the amount collected in the Contract Year immediately preceding the three (3) Contract Years used to determine the existence of a downturn.

6.4 Late Payments

Any payments due to Denver under this Agreement and not received by Denver on the date when due shall, beginning ten days following written notice by Denver of such delinquency, be subject to a service charge on the amount due at a rate of 2% per month compounded daily computed from the date due until the date paid. All payments shall be made to Denver without set off, and without necessity of invoice or prior notice by Denver.

7.0 AUDIT PROVISIONS

(a) WMC shall keep within the Denver Metropolitan area true and complete records and accounts of all revenues, including daily bank deposits, and annually furnish an accurate statement for the proceeding Contract Year, of all disposal revenue and business transactions which statement

shall be certified by an authorized representative of WMC to be correct. WMC agrees to establish and maintain a system of bookkeeping satisfactory to Denver's Auditor and to give Denver's authorized representatives access during reasonable hours to such books and records. WMC agrees that it will keep and preserve for at least three years all sales slips, gate tickets, general ledgers, cash register tapes, sales books and journals, credit card invoices, bank books or duplicate deposit slips, schedules and workpapers supporting royalty and surcharge calculations, and other evidence of gross disposal revenues and business transacted for such period, to the extent such documents relate, directly or indirectly, to WMC's operations hereunder.

(b) Denver's Auditor shall have the right at any time, and from time to time, to audit all of the books and records required to be kept above, together with all books of account, bank statements, documents, records, returns, papers and files of WMC relating to gross disposal revenues, royalty and surcharge calculations and collections at the Site, and WMC, upon request shall make all such matters available for local examination. If Denver shall have an audit made for any year and the gross disposal revenues shown by WMC's statement for such year should be found to be understated by more than one percent (1%), WMC shall pay to Denver the cost of Denver's internal audit. Denver's right to have such an audit made with respect to any year, and WMC's obligation to retain the above records, shall expire three (3) years after WMC's payment for any period has been delivered to Denver, and liability of WMC to Denver for any royalty shall expire five (5) years after WMC's payment for any period has been delivered to Denver.

WMC agrees that Denver's Auditor, and his authorized representatives, may inspect any sales tax return or report, and accompanying schedules and data, which WMC may file with Denver pursuant to the Denver Retail Sales Tax Article, and WMC waives any claim of confidentiality which it may have in connection therewith.

8.0 RATES AND CHARGES FOR DISPOSAL

8.1 Rate Setting

WMC shall have full and exclusive control of the rates to be charged to third party users at the Facility for disposal of non-hazardous waste and other activities conducted on the Site. The solid waste disposal rates at the Facility shall, however, be consistent and competitive with rates at other Denver Metro area non-hazardous waste landfills. WMC shall be required to charge its own trucks entering upon the site a rate consistent with good business practices and rates charged to Denver and the public.

8.2 Denver Rates

Denver shall be entitled to receive the lowest, best, gate rate, including rates charged to WMC or any WMC parent or affiliate. Rates shall be based on the quantity of non-hazardous waste contained in the particular delivery vehicle. Transfer semi trailers currently receive the lowest rate available at the Facility. Except as otherwise provided herein, any increase or decrease in the rates

charged to Denver shall be governed by the terms of the Agreement dated July 5, 1995 by and between the City and County of Denver and Waste Management of Colorado, Inc. At the termination of that agreement the parties shall execute a new agreement which shall establish rates consistent herewith for an additional period and shall continue to renew said agreement for the Life of the Facility. Rates provided to Denver shall apply to all non-hazardous waste collected by Denver whether directly or by franchisees or contracted haulers so long as the invoice for such disposal is sent to and paid directly by Denver. Denver rates may not increase more than the CPI for any one year of a five year or greater term disposal contract, including the hauling cost component from WMC owned or operated transfer stations. WMC will cooperate with Denver in providing control and audit of disposal fees invoiced to Denver for deliveries by franchisees or contract haulers.

8.3 Environmental Maintenance Fee

WMC shall charge a fee equal to twenty cents per cubic yard of solid waste delivered to the Facility, the purpose of which will be for Post-Closure maintenance and environmental control of the Site (the "EMF"). Such fee shall be in addition to the rates for disposal provided for herein and such fee amount may from time to time be increased by WMC. WMC shall be under no obligation to invest the fees in any particular fund or investment mechanism, but shall have the right to invest the fees as it, in its sole discretion, determines. Municipal solid waste collected by Denver or its franchisees and contract haulers, shall not be charged an Environmental Maintenance fee so long as the invoice for such disposal is sent to and paid directly by Denver.

8.4 Solid Waste User Fee

WMC is required to collect the user fee imposed by the State of Colorado pursuant to CRS 25-16-104.5. All amounts collected pursuant to said statute shall be delivered to Denver on a quarterly basis for so long as allowed by law and such user fee remains in existence, unless otherwise directed by Denver. WMC shall be entitled to retain a percentage of the amount collected under this Section 8.4 in order to defray the cost of collecting and forwarding the fee to Denver, such percentage to be as provided for in the statute. WMC shall have no obligation to collect the user fee from Denver for municipal solid waste collected by Denver or its franchisees or contract haulers so long as the invoice for such disposal is sent to and paid directly by Denver and provided further that the State of Colorado continues to permit Denver to retain such user fee. WMC will support state legislation continuing the existence of the user fee (currently \$0.30 per cubic yard of solid waste) so long as Denver is permitted by state law to retain such fees for local use. WMC agrees that it will not actively oppose a position taken by Denver regarding the user fee so long as Denver's position is not significantly detrimental to WMC.

9.0 TITLE TO WASTE

Except for activities pertaining to the Superfund Site, including but not limited to the activities currently being undertaken by Denver, WMC and Chemical Waste Management, Inc. pursuant to the EPA Order, and with the further exception of shredded tires and landfill gas, title to all non-hazardous waste deposited at the Site shall be vested in WMC. WMC reserves all reclamation rights to the solid waste and to the proceeds of reclamation of solid waste through the

term of this Agreement which may be recovered from the solid waste. In the event landfill gas recovery becomes economically feasible at the Site, WMC and Denver shall enter into negotiations for a separate agreement to fund investments and arrange for the management of the recovery and capture of the landfill gas belonging to Denver. The agreement shall provide for Denver and WMC to share in the profits derived from the commercial sale of recovered landfill gas. If the parties are unable to reach agreement, Denver may, at its sole cost and expense, and after providing WMC with liability assurances reasonably acceptable to WMC, recover, capture and sell the landfill gas.

10.0 TITLE TO FACILITIES

Except for equipment and facilities required for the post-termination obligations of WMC hereunder, upon the completion of the term of this Agreement, as may be extended by option or otherwise, WMC is expressly given the right at any time within ninety (90) days after such termination to enter upon and remove from the Site any equipment, personal property or improvements of any kind and nature other than permanent buildings or fixtures which were purchased or placed upon the Site by WMC. Upon expiration of said ninety (90) day period, at Denver's option, any of the above items remaining on the Site shall become the property of Denver, and the final remaining items shall be removed by WMC within a reasonable time not to exceed sixty (60) additional days for items of personal property and one year for "permanent" buildings.

11.0 INDEMNITY AND INSURANCE

11.1 Indemnity

WMC shall hold harmless, indemnify and defend Denver, its officers, employees, representatives and agents, from and against any and all claims, actions, losses, damages, injuries, liabilities, penalties, fines, forfeitures, costs and expenses (including, but not limited to, attorneys' fees and court costs) to the extent directly or indirectly caused by or arising out of any act or omission of WMC, its employees or subcontractors in the performance of its obligations under this Agreement, including injury to persons, (including death), damage to property, any and all costs resulting from contamination, and any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency with jurisdiction. WMC shall have the right to control the defense and resolution of any claim in which damages are sought which may be the ultimate responsibility of WMC. Denver agrees to reasonably cooperate with WMC in the defense of any claim arising under this Agreement, so long as Denver is not required to incur any direct expenses such as the retention of outside experts or consultants. WMC's indemnity contained herein shall not extend to Sections 4 and 9 unless it relates to activities actually conducted by WMC, nor shall it extend to any claim, action, loss, damage, injury, liability, penalty, fines, forfeitures, cost or expense to the extent caused by or arising out of any act or omission of Denver, its agents, contractors or subcontractors, in conducting activities on the Site pursuant to this Agreement.

11.2 Insurance

WMC agrees, at no additional cost to Denver, to secure and deliver to the Manager of Environmental Health at the time of execution of this Agreement by WMC, and to keep in force at all times during the term of this Agreement, as the same may be extended, the following insurance:

A. Environmental Liability.

Environmental Liability Insurance in the amount of \$5,000,000.00 (occurrence and aggregate), dedicated to activities at the Site, with the deductible no greater than \$100,000.00, in form and company acceptable to and approved by Denver's Director of Risk Management.

B. Commercial General Liability.

A Commercial General Liability Insurance policy, with the City and County of Denver, its officers, officials and employees endorsed as additional insureds, in form and company acceptable to and approved by Denver's Director of Risk Management, covering the scope of operations hereunder, with combined limits not less than \$5,000,000.00. Coverage shall be at least as broad as Insurance Services Office Standard Form CG 0001 10/93, with endorsement CG 0043 or its equivalent. Coverage for Denver as additional insured shall be at least as broad as Insurance Services Office Standard Form CG 2010 Form B. WMC's Comprehensive General Liability policy shall include contractual liability on a blanket or specific basis to cover the indemnification contained in Section 11.1 hereof.

C. Worker's Compensation.

Adequate Worker's Compensation with an authorized insurance company or through the Colorado State Compensation Fund or through an authorized self-insurance plan approved by the State of Colorado, insuring the payment of compensation to all its employees at statutory limits for the State of Colorado.

D. Automobile Liability.

Comprehensive Auto Liability insurance, Symbol 1, in form and company acceptable to and approved by Denver's Director of Risk Management covering the scope of operations hereunder with limits of liability no less than \$1,000,000 and coverage at least as broad as Insurance Services Office Form CA 0001 6/92. The City and County of Denver, its officers, officials and employees shall be additional insureds under the policy.

The original or a verified copy of the above required policy or policies, plus certificates evidencing the existence thereof, all in such form as the Manager of Environmental Health may require, shall be delivered to the Manager of Environmental Health at least ten days before work begins hereunder, or as soon thereafter as actual policies become available to WMC (and in no event later than February 28, 1998). Binders shall be provided until policies are made available. Each such policy and certificate shall contain valid provisions or endorsements stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days written notice

thereof to Denver's Director of Risk Management, 1445 Cleveland Pl., #205, Denver, Colorado 80202, sent by certified mail, return receipt requested".

In order to be acceptable to Denver, insurance companies utilized must be rated at least A VIII by the A.M. Best Company, and must not be owned by or affiliated with WMC, its parents or affiliates, unless the full amount of required coverage is reinsured by a non-affiliated reinsurer which meets the above ratings requirement. All insurance required hereunder shall contain provisions wherein all rights of subrogation or recovery of any kind against Denver, its agents, employees, officers, successors and assigns are specifically waived by WMC and the insuring entity, except for those matters specifically excluded from WMC's indemnity obligations under Section 11.1.

All subcontractors shall be included as insureds under WMC's policies or separate certificates and endorsements shall be furnished by each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Insurance coverage specified herein constitutes the minimum requirements and those requirements do not lessen or limit the liability of WMC under this Agreement. WMC shall obtain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary.

12.0 GENERAL CONDITIONS

12.1 Notices

All notices required under this Agreement shall be given in writing, to be delivered by certified mail, to the parties at their respective addresses as set forth below:

If to WMC, at:

Waste Management of Colorado, Inc.
3900 S. Wadsworth Blvd., Suite 800
Lakewood, CO 80235
attn: General Counsel

with a copy to:

Waste Management, Inc.
3003 Butterfield Road
Oak Brook, IL 60523-1100
attn: General Counsel

If to Denver, at:

Mayor
City and County of Denver
350 City and County Bldg.
Denver, CO 80202-5375

with a copy to:

Manager of Environmental Health
City and County of Denver
1391 Speer, Suite 700
Denver, CO 80204-2558

12.2 Status of WMC

It is understood and agreed by and between the parties that the status of WMC shall be that of an independent contractor and of a person retained on a contractual basis to perform professional or technical services and it is not intended, nor shall it be construed, that WMC or any employee or subcontractor is an employee, officer, or agent of Denver under Chapter 18 of the Denver Revised

Municipal Code for purposes of unemployment compensation, workers' compensation, or for any purpose whatsoever.

12.3 Use, Possession or Sale of Alcohol or Drugs

WMC, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs.

12.4 Excuse of Performance

The performance of this Agreement may be suspended by either party in the event such party's performance is prevented by a cause or causes beyond the reasonable control of such party. Such causes shall include but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood, or sabotage; governmental laws, regulations, requirements, orders or actions; national defense requirements; injunctions or restraining orders; labor trouble or strike, lockout or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment).

The party asserting a right to suspend performance under this Section 12.4 must, within a reasonable time after it has knowledge of the effective cause, notify the other party of the cause for suspension, the performance suspended, and the anticipated duration of suspension. Upon receipt of such notice advising of a material or indefinite suspension of performance, and if such suspension substantially impairs the value to the receiving party, that party may, within a reasonable time (not to exceed thirty days) terminate this Agreement.

The party asserting a right to suspend performance hereunder shall advise the other party when the suspending event has ended, and when performance will be resumed.

12.5 Good Faith Obligation, Specific Performance

Each party agrees to carry out their respective obligations and negotiations that may be necessary hereunder in good faith to achieve the mutual goal of minimizing any long-term environmental or other risks at the Site. In addition to any other remedy at law, equity or otherwise, the parties shall have the right to seek specific performance of this Agreement and to enjoin any substantial breach or threatened breach of this Agreement.

12.6 No Discrimination in Employment

In connection with the performance of work under this Agreement, WMC 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 WMC further agrees to insert the foregoing provision in all subcontracts hereunder.

12.7 Conflict of Interest

The parties agree that no employee of Denver shall have any personal or beneficial interest whatsoever in the services or property described herein and WMC further agrees not to hire or contract for services any employee or officer of Denver which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions C5.13 and C5.14.

12.8 No Third Party Beneficiary

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Denver and WMC, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement, including but not limited to subcontractors, and suppliers. It is the express intention of Denver and WMC that any person other than Denver or WMC receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

12.9 Paragraph Headings

The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

12.10 Agreement as Complete Integration-Amendments

This Agreement is intended as the complete integration of all understandings between the parties relative to the operation of the Site. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement properly executed by the parties. This Agreement and any amendments shall be binding upon the parties, their successors and assigns. However, the July 1, 1995, disposal agreement between the parties shall remain in full force and effect.

12.11 Assignment

This Agreement is assignable only upon the written consent of the other party and subject to such consent, shall be binding upon, and inure to the benefit of, the assignor's successors and assigns. Denver's consent may be conditioned on, among other items, receipt of financial assurances and guarantees from the assignee which are substantially similar to those received from WMC and Waste Management, Inc. Notwithstanding the foregoing, however, WMC may assign this Agreement to an entity controlled by, controlling, or under common control with Waste

Management of North America, Inc., provided that the guarantee of Waste Management, Inc. shall remain in effect.

12.12 Governing Law, Mediation and Venue

This Agreement shall be interpreted and enforced according to the laws of the State of Colorado. Any disputes arising in connection with this Agreement shall be submitted to a mediation process utilizing an independent mediator as agreed upon by Denver and WMC. In the event that the parties are unable to agree on a mediator, Denver shall propose three mediators from which WMC will choose one, or decline mediation. Any action to interpret and/or enforce this Agreement shall be brought and maintained in Denver, Colorado.

12.13 Reasonableness of Consent or Approval

Whenever under this Agreement "reasonableness" is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards as well as business and economic considerations.

12.14 Counterparts of this Agreement

This Agreement shall be executed in five (5) counterparts, each of which shall be deemed to be an original of this Agreement.

12.15 Survival of Provisions

The parties understand and agree that all terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Agreement, (by expiration of the term or otherwise), shall survive such termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing: (a) WMC's obligations for the provision of Closure and Post-Closure activities shall continue for so long as required by applicable law, rule or regulation or as long as reasonably required by generally accepted industry practices, whichever is longer; (b) WMC's obligations to perform Corrective Actions shall continue indefinitely; and (c) WMC's obligations to provide insurance and to indemnify Denver shall continue for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

12.16 Time

The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

13.0 LEGAL AUTHORITY

13.1 WMC Authority

A. WMC assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution or action passed or taken, to enter into this Agreement.

B. The person or persons signing and executing this Agreement on behalf of WMC, do hereby warrant and guarantee that he/she or they have been fully authorized by WMC to execute this Agreement on behalf of WMC and to validly and legally bind WMC to all terms, performances and provisions herein set forth.

13.2 Denver Authority

Denver represents and warrants that it has the power and authority to enter into this Agreement, that all necessary ordinances, resolutions and other approvals have been duly enacted or obtained, and that upon execution hereof by Denver this Agreement shall become a valid and binding obligation of Denver.

14.0 PAYMENT OF PREVAILING WAGES

WMC shall comply with the applicable provisions of D.R.M.C. §20-76 regarding the payment of prevailing wages.

15.0 TAXES, PERMITS AND LICENSES

WMC agrees to pay promptly all taxes, excises, license fees and permit fees of whatever nature applicable to its operations, and to take out and keep current all required licenses, whether municipal, state or federal, required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises or license fees to become delinquent. WMC further agrees to furnish Denver, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment by WMC of all required licenses and all taxes. Denver's Occupational Privilege Tax is not applicable to operations at the Site. WMC further agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations, and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed which will in any way impair or impede the rights of Denver under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the day and year first above written.

CITY AND COUNTY OF DENVER

("Denver")

ATTEST:

By Rosemary E. Rodriguez
ROSEMARY E. RODRIGUEZ,
Clerk and Recorder, Ex-Officio Clerk
of the City and County of Denver



By Walter E. Scott
Mayor

RECOMMENDED AND APPROVED:

APPROVED AS TO FORM:

DANIEL E. MUSE, Attorney for the
City and County of Denver

By Daniel E. Muse
Assistant City Attorney

By Thomas M. Donohue
Manager of Environmental Health

By Stacy A. Johnson
Director of Environmental Services

REGISTERED AND COUNTERSIGNED:

By [Signature]
Auditor
Contract Control No. CE

"City"

WASTE MANAGEMENT OF COLORADO, INC.
("WMC")

I.R.S. Id. No. 84-0523684

ATTEST:

[Signature]

By: [Signature]

Title: President

LEGAL DESCRIPTION

The West Half (1/2), and the West Half of the East Half (W1/2E1/2), of Section 6, Township 5 South, Range 64 West of the Sixth Principal Meridian;

and

All of Section 31, Township 4 South, Range 65 West of the Sixth Principal Meridian;

and

The North Half (N1/2), and the North Half of the South Half (N1/2S1/2), of Section 32, Township 4 South, Range 65 West of the South Principal Meridian;

and

The North Half (N1/2), the Southeast Quarter (SE1/4), the North Half of the Southwest Quarter (N1/2SW1/4), and Southeast Quarter of the Southwest Quarter (SE1/4SW1/4), of Section 4, Township 5 South, Range 65 West of the Sixth Principal Meridian;

and

The East Half (E1/2), and East Half of the West Half (E1/2W1/2), of Section 9, Township 5 South, Range 65 West of the Sixth Principal Meridian;

less the East Quincy Road Meter Station described as follows:

Commencing at the Southeast corner of Section 6, Township 5 South, Range 64 West of the Sixth Principal Meridian; Thence North 89°28'01" West 1,318.59 feet with and along the South section line of said Section 6 to a point; Thence North 0°31'59" East 55 feet to the true point of beginning; Thence traversing North 89°28'01" West 233.0 feet to a point; Thence North 01°00'29" East 271.73 feet to a point; Thence South 88°55'57" East 234.03 feet to a point; Thence South 01°02'15" West 269.55 feet to the place of beginning, containing 1.45 acres, more or less;

containing 2,678.6 acres, more or less, in Arapahoe County, State of Colorado

GUARANTY

THIS GUARANTY (the "Guaranty") is made this ____ day of _____, 1997, by **WASTE MANAGEMENT, INC.**, a Delaware corporation (hereinafter referred to as "Guarantor") for the benefit of the City and County of Denver, a municipal corporation organized and existing under and by virtue of Article XX of the Constitution of the State of Colorado ("Beneficiary").

RECITALS

GUARANTOR is the parent company of **WASTE MANAGEMENT OF COLORADO, INC.**, a Colorado corporation with an address of 2400 West Union Avenue, Suite 200, Englewood, Colorado, 80110 (referred to herein as "WMC").

Certain terms used herein, but not defined herein, shall have the meanings ascribed to such terms in that certain Landfill Agreement, dated July 1, 1997, by and between WMC and the Beneficiary ("Landfill Agreement").

In furtherance of the Landfill Agreement, the Guarantor covenants and agrees to guarantee and secure the performance of WMC thereunder, all as more particularly described as follows:

1. Guarantor guarantees (i) the full and timely performance of WMC under the Landfill Agreement, and (ii) Guarantor guarantees all monetary obligations of WMC to the Beneficiary, whether direct or indirect, absolute or contingent now or hereafter existing, with regard to the Landfill Agreement, including, without limitation, any and all interest and expenses (including attorney fees and court costs) incurred by the Beneficiary in enforcing its rights under the Landfill Agreement (collectively, the "Obligations").

2. The Guarantor by this Guaranty binds itself, its successors and assigns, with WMC, jointly and severally, for performance of the Obligations, the same as if the Guarantor had contracted for performance thereunder, rather than WMC. This Guaranty shall, in all respects, be a continuing, absolute and unconditional guaranty and shall remain in full force and effect notwithstanding insolvency, bankruptcy or reorganization of WMC.

3. The Guarantor further agrees that if the Standard and Poors rating for Guarantor's debentures falls below BBB and two of the following three ratios are not met: (i) a ratio of total liabilities to net worth less than 2.0; (ii) a ratio of the sum of net income plus depreciation, depletion, and amortization to total liabilities greater than 0.1; or (iii) a ratio of current assets to current liabilities greater than 1.5 (hereinafter, the "Minimum Performance Level"), then the Guarantor shall tender and continuously maintain, during any period in which the financial

condition of the Guarantor remains below the Minimum Performance Level (hereinafter, the "Insecurity Period"), one or more surety bonds or other financial assurance instruments authorized under 6 CCR 1007-2 issued by an independent third-party, in the amount set forth in Paragraph 4 herein, for the benefit of the Beneficiary, as security for its continuing obligations under this Guaranty.

The Guarantor hereby represents, warrants, covenants and agrees that, during any such Insecurity Period, it shall not allow the financial instrument required hereunder to lapse. If Guarantor fails to renew the financial assurance instrument(s) provided for herein at least thirty (30) days prior to the expiration of its (their) term, then Beneficiary may draw upon the full balance of the financial instrument(s). Said financial assurance instrument(s) may be canceled by Guarantor if Guarantor's long-term credit is rated at least BBB+ by Standard and Poors or at least Baa1 by Moody's Investor's Service, Inc. The financial assurance instrument(s) shall have a minimum term of thirteen (13) months.

4. In the event that the financial condition of the Guarantor ever falls below the Minimum Performance Level, the amount of the financial assurance instrument or instruments to be tendered and maintained during the Insecurity Period shall be calculated as follows. Beneficiary shall, in good-faith and using the best information available to it from any source, estimate liability exposure at the Site as of the date of the calculation less the total limits of existing financial assurance instrument(s) (including, but not limited to, any financial assurance posted with the State of Colorado in connection with any aspect of the Site, performance bonds, environmental impairment liability insurance, and comprehensive general liability insurance) (the difference hereinafter referred to as the "Unsecured Liability Estimate"). In the event the Unsecured Liability Estimate is greater than \$1,000,000, then the amount of the financial assurance shall be equal to the Unsecured Liability Estimate. If the Unsecured Liability Estimate is less than or equal to \$1,000,000, then Guarantor is not required to tender a financial assurance instrument.

During any period in which Guarantor fails to meet the Minimum Performance Level, Beneficiary shall annually adjust the Unsecured Liability Estimate and provide such calculation to Guarantor no less than ninety days prior to the expiration of the current year's financial assurance instrument(s). Guarantor shall not be required to increase the amount of the financial assurance more frequently than once a year to reflect an increase in the Unsecured Liability Estimate.

Any calculations of Beneficiary under this Paragraph shall be available to Guarantor upon request and subject to dispute resolution and judicial review in accordance with the procedures in the Landfill Agreement.

In the event Guarantor must post a financial assurance instrument, it shall do so within sixty (60) days of the completion of Beneficiary's calculations or within thirty (30) days of final resolution of any dispute as to the amount of the Unsecured Cost Estimate.

5. This Guaranty shall, in all respects, be a continuing, absolute and unconditional guaranty and shall remain in full force and effect notwithstanding, without limitation, the dissolution of the Guarantor.

6. This Guaranty is a guaranty of payment and performance, not collection, and the Beneficiary may resort to the Guarantor for payment or performance of any of the Obligations whether or not the Beneficiary shall have sought a judgment against WMC.

7. This Guaranty shall be construed in accordance with and governed by the laws of the State of Colorado. Any and all actions at law or in equity which may be brought by any of the Parties to enforce or interpret this Guaranty shall be brought only in the State of Colorado.

8. Wherever possible, each provision of this Guaranty shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

9. The Guarantor waives any right to require the Beneficiary to: (a) proceed against WMC, or (b) pursue any other remedy in Beneficiary's power whatsoever. The Guarantor waives any defense arising by reason of any disability of WMC.

10. If any legal action or other proceeding is brought for the enforcement of this Guaranty or because of an alleged dispute, misrepresentation or breach in connection with any of the provisions of this Guaranty the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

11. Neither this Guaranty nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

12. The Guarantor and the individual executing this Guaranty represent and warrant that the individual executing this Guaranty has been duly authorized to enter into this Guaranty by, and to bind the Guarantor.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty the date and year first set forth above.

WASTE MANAGEMENT, INC., a Delaware corporation

By: _____

Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

Subscribed and sworn to before me this ____ day of _____, 1997, by _____.

Witness my official hand and seal.

Notary Public

My Commission expires: _____

IN WITNESS WHEREOF, the undersigned has executed this Guaranty the date and year first set forth above.

WASTE MANAGEMENT, INC., a Delaware corporation

By: _____

Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

Subscribed and sworn to before me this ____ day of _____, 1997, by
_____.

Witness my official hand and seal.

Notary Public

My Commission expires: _____

AMENDMENT TO LANDFILL AGREEMENT

This Amendment to Landfill Agreement is made and entered into this 14th day of July, 2003 by and between the City and County of Denver, a municipal corporation organized and existing under and by virtue of Article XX of the Constitution of the State Colorado (hereinafter referred to as "Denver"), and Waste Management of Colorado, Inc., a Colorado corporation with its principal place of business at 8310 South Valley Highway Road, Suite 200, Englewood, Colorado, 80112 (hereinafter referred to as "WMC").

11-11-11
JF

WITNESSETH:

WHEREAS, Denver is the owner of the Denver Arapahoe Disposal Site ("DADS") located on Gun Club Road and consisting of parts or all of Sections 4, 6, 9, Township 5 South, and Sections 31 and 32, Township 4 South, Range 65 West of the 6th Principal Meridian in Arapahoe County, Colorado, (the "Site"); and

WHEREAS, WMC, by assignment from Chemical Waste Management, Inc., an affiliate of WMC, has operated a landfill facility at DADS under contract dated July 7, 1980 with Denver, (the "1980 Contract"); and

WHEREAS, Denver and WMC entered into a Landfill Agreement dated January 9, 1998 to amend, restate and extend the term of the 1980 Contract (the "Landfill Agreement"); and

WHEREAS, Denver and WMC now desire to further amend the Landfill Agreement to provide for a revision of the properties included within the Site to delete Sections 4 and 9 and add the South ½ South ½ of Section 32, Township 4 South, Range 65 West of the 6th Principal Meridian and all of Section 5, Township 5 South, Range 65 West of the 6th Principal Meridian in Arapahoe County, Colorado;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. EXPRESS CONDITIONS PRECEDENT

This Amendment to Landfill Agreement, including each of its terms, provisions, and conditions, is expressly conditioned upon and shall in no way be or become effective unless and until all of the following shall occur:

- a. Denver shall have acquired good and sufficient title to Section 5, Township 5 South, Range 65 West of the 6th Principal Meridian in Arapahoe County, Colorado, ("Section 5"), together with the South ½ South ½ of Section 32, Township 4 South, Range 65 West of the 6th Principal Meridian in Arapahoe County, Colorado, included in the Revised Exhibit 1 hereto and not previously included; and

b. Denver shall have been granted a Certificate of Designation allowing for the municipal solid waste landfill at DADS to include said Section 5 and that part of Section 32 not previously included.

2. Subsection 4.1 of the Landfill Agreement, entitled "Site Use," is hereby modified and amended to read as follows:

Any use of any portion of Sections 5, 6, 31, and 32, as determined by Denver, cannot interfere with current or future landfill operations without approval of WMC, which shall not be unreasonably withheld.

Subject to deeds, easements, rights-of-way and restrictions of record, Denver represents that it has the right to use the Site for the operation of a solid waste disposal facility by virtue of two Certificates of Designation issued by Arapahoe County, Colorado. Denver will use its best efforts to maintain the permanent right to use the Site for the Life of the Facility and the Post-Closure maintenance period, with the best efforts assistance of WMC. Denver shall allow WMC to use the Site as provided for herein for the full term of this Agreement and shall not allow the Facility to be disturbed during the Post-Closure maintenance period except pursuant to the terms and conditions contained herein.

3. Subsection 12.1 of the Landfill Agreement, entitled "Notices," is hereby modified and amended to read as follows:

All notices required under this Agreement shall be given in writing, to be delivered by certified mail, to the parties at their respective addresses as set forth below:

If to WMC, at:

with a copy to:

Waste Management of Colorado, Inc.
8310 South Valley Highway, Suite 200
Englewood, CO 80112
attn: General Counsel

Waste Management, Inc.
1001 Fannin, Suite 4000
Houston, TX 77002
attn: General Counsel

If to Denver, at:

with a copy to:

Mayor
City and County of Denver
350 City and County Bldg.
Denver, CO 80202-5375

Manager of Environmental Health
City and County of Denver
201 W. Colfax Avenue, Dept. 1009
Denver, CO 80202-5332

The Parties may designate substitute locations for notices at any time, by giving written notice thereof.

4. A new Section 16 is hereby added to the Landfill Agreement, to read as follows:

"16.0 ADDITIONAL SITE USES

WMC may be allowed to make additional uses of the Site and materials available at the Site, including but not limited to the sale of surplus soils, upon such financial and other terms as may be approved by the Manager of the Department of Environmental Health, in writing, in advance."

5. Except as hereinabove modified and amended, the Landfill Agreement, and each and every term, provision, and condition thereof, is hereby ratified and reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Landfill Agreement as the day and year first above written.

CITY AND COUNTY OF DENVER



ATTEST:

By Sherry L. Jackson
SHERRY L. JACKSON,
Clerk and Recorder, Ex-Officio Clerk
of the City and County of Denver

Wally Smith
Mayor

RECOMMENDED AND APPROVED:

By Chris Jensen
Manager of Environmental Health

By Wleen Jhamu
Director of Environmental Services

APPROVED AS TO FORM:

J. WALLACE WORTHAM, JR., Attorney
for the City and County of Denver

By T. Anna Salvarin
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By Frank D. Spryger Deputy Auditor
Auditor
Contract Control No. RC 8Y001(1)

"Denver"

WASTE MANAGEMENT OF COLORADO, INC.

I.R.S. Id. No. 84-0523684

By: [Signature]

Title: President

"WMC"

REVISED EXHIBIT 1 -- General Legal Description

Section 5, T5S, R65W, 6th PM; and

The West half (1/2), and the West half of the East half (W1/2E1/2), of Section 6, Township 5 South, Range 65 West of the Sixth Principal Meridian, EXCEPT a strip of land 150.00 feet in width situated in the SW1/4SE1/4 of Section 6, Township 5 South, Range 65 West of the 6th P.M., lying 75.00 feet on each side of the following described centerline: Commencing at the Southwest corner of said Section 6; thence South 89°28'01" East along the South line of said Section 6 for a distance of 3,269.71 feet; thence North 00°31'59" East for a distance of 7.00 feet; thence North 15°31'59" East for a distance of 724.00 feet to the point of beginning of said center line to be described; thence back along the last described course South 15°31'59" West for a distance of 360.00 feet; and EXCEPT that portion of the SE ¼ of said Section described in Book 5689 at Page 099 in the real property records of Arapahoe County; and EXCEPT that portion of said Section described in Book 262 at page 59 in the real property records of Arapahoe County (Gun Club Road); and EXCEPT that portion in the S1/2 of the S1/2 of said Section described in Book 2826 at Page 723 in the real property records of Arapahoe County (Quincy Avenue); and

Section 31, T4S, R65W, 6th PM, except the right-of-way along Gun Club Road; and

Section 32, T4S, R65W, 6th PM, except the Denver Arapahoe Chemical Waste Processing Facility described as follows:

A Parcel of land situated in the North one-half of the Southeast one-quarter of Section 32, Township 4 South, Range 65 West of the Sixth Principal Meridian, more particularly described as follows:

Commencing at the Southeast corner of said Section 32; thence North 0°06'50" West along the East line of the Southeast one-quarter of said Section 32 a distance of 1324.26 feet to the Southeast corner of the North one-half of the Southeast one-quarter of said Section 32; Thence South 89°52'07" West along the South line of said North one-half a distance of 943.86 feet to the TRUE POINT OF BEGINNING; Thence continuing South 89°52'07' West along the South line of said North one-half a distance of 1300.00 feet; Thence North 00°00'00" East a distance of 1019.30 feet; Thence North 39°26'21" East a distance of 236.50 feet; Thence North 89°51'30" East a distance of 756.88 feet; Thence North 71°10'27" east a distance of 292.13 feet; Thence South 27°28'39" East a distance of 252.24 feet; Thence South 00°00'00" West a distance of 1071.32 feet to the TRUE POINT OF BEGINNING, containing an area of 35.797 acres, more or less; and

Subject to all deeds, easements, rights of way, restrictions and encumbrances of record or otherwise known, or which should have been known, to WMC.

All of the property is known as the Denver Arapahoe Disposal Site and is situated in Arapahoe County, Colorado.

EXHIBIT E

Certificate of Insurance

