

**FIRST AMENDMENT TO AGREEMENT FOR THE  
EXCHANGE OF REAL PROPERTY**

**THIS AMENDMENT TO AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY** (“**Amendment**”) is made as of the date set forth on the signature page below by and between **ALLIED WASTE SYSTEMS OF COLORADO, LLC**, a Colorado limited liability company (“**Republic**”) and **CITY AND COUNTY OF DENVER, COLORADO, BY AND THROUGH ITS DEPARTMENT OF AVIATION**, a home rule municipality of the State of Colorado (“**Denver**”).

**WHEREAS**, Republic and Denver are parties to that certain Agreement for the Exchange of Real Property, dated December 26, 2024 pursuant to that certain letter agreement dated January 8, 2025, and that certain letter agreement dated February 24, 2025 (collectively, the “**Agreement**”), for certain property more particularly described in the Agreement; and

**WHEREAS**, Republic and Denver agree to amend the Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants, conditions and agreements herein contained, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and received, the parties hereto agree as follows:

1. Capitalized Terms. All capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement, except as otherwise specifically defined herein.
2. Effective Date. Republic and Denver confirm and agree that the Effective Date of the Agreement shall be December 26, 2024.
3. Surveys. Republic and Denver hereby confirm and agree that the first sentence of Section 3(b) is hereby deleted and replaced with the following:

“Republic shall order, jointly on behalf of itself and Denver, a survey of the Republic Property and the Denver Property from AzTec Consultants, Inc., 300 East Mineral Avenue, Suite 1, Littleton, Colorado 80122 [Attn: James E. Lynch, PLS] (the “**Surveyor**”). In the event the transaction contemplated by this Agreement does not close for any reason, Denver shall reimburse Republic for any payments made to the Surveyor for the survey of the Republic Property within 30 days of Republic’s written request therefor. In the event the transaction contemplated by this Agreement closes, Denver shall be responsible for the cost of the survey of the Republic Property pursuant to Section 7(a) of this Agreement.”

4. Inspection Completion Date. Republic and Denver hereby confirm and agree that the second sentence of Section 4(a) of the Agreement is deleted and replaced with the following:

“If on or before 5:00 p.m. on May 1, 2025 (the “**Inspection Completion Date**”), either party determines, in their sole and absolute discretion, that they do not desire to

purchase the Respective Property, then they shall have the right, as the Transferee Party, to give written notice to the other party electing to terminate this Agreement, provided such notice is delivered to the Transferor Party prior to 5:00 p.m. on the Inspection Completion Date.”

5. Conflict. Except as hereby amended, the Agreement shall remain unchanged in full force and effect. If there is any conflict between the terms and provisions of the Agreement and the terms and provisions of this Amendment, this Amendment shall control.

6. Effectiveness. This Amendment shall not be effective or binding on the City until approved and fully executed by all applicable signatories of the City and County of Denver.

7. Counterparts. Electronic signatures and email “.PDF” copies of this Amendment and any signatures hereon shall be considered for all purposes as originals. This Amendment may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument

**[Signature Pages Follow]**

**Contract Control Number:**  
**Contractor Name:**

PLANE-202578383-01 / LEGACY-202475538-01  
Allied Waste Systems of Colorado, LLC

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:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_  
  
By: \_\_\_\_\_

**Contract Control Number:** PLANE-202578383-01 / LEGACY-202475538-01  
**Contractor Name:** Allied Waste Systems of Colorado, LLC

By:  861758C23907476...

Name: Bryant Thornton  
(please print)

Title: vice President  
(please print)

ATTEST: [if required]

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

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

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