

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed"), made as of the 9 day of December, 2024 by **WASTE MANAGEMENT OF COLORADO, INC.**, a Colorado corporation, having an address of 720 E. Butterfield Road, 4th Floor, Lombard, Illinois 60148 ("Grantor") and **ARAPAHOE COUNTY, COLORADO**, a political subdivision of the State of Colorado, whose address is 5334 South Prince Street, Littleton, Colorado 80120 ("Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, convey and confirm, unto the Grantee, and its successors and assigns forever, the real property, together with all improvements thereon owned by Grantor, if any, situate, lying and being in the County of Arapahoe, State of Colorado, more particularly described on EXHIBIT 1 attached hereto and made a part hereof (the "Property"), together with all rights, privileges and easements appurtenant to the Property owned by the Grantor and appurtenant to the Property, **EXCEPTING AND RESERVING** to and for the benefit of the Grantor the following:

(a) any and all water rights pertaining or appurtenant to the Property and other rights relating thereto including, without limitation: all right, title, and interest in all surface water and water rights appurtenant to the Property; all tributary, non-tributary, and not non-tributary ground water and ground water rights underlying and/or appurtenant to the Property, and the right to extract and/or use said water and to freely assign or convey such rights (collectively, the "Water Rights"); and

(b) such easements as deemed necessary or desirable for location of infrastructure to install and access groundwater monitoring wells, including related utilities, on, over and across the Property for the benefit of the Property and/or the Lowry Landfill Superfund Site; provided, however, Grantor and Grantee shall cooperate in locating such easements so that they do not unreasonably interfere with Grantee's use of the Property and Grantor agrees to pay Grantee for any losses, damages or costs Grantee incurs as a result of such easements or for the temporary relocation of structures, facilities, fixtures, fences, and other tangible property owned or controlled by Grantee and located on the Property including, but not limited to, loss of business income or opportunity; and

(c) the entire mineral estate of the Property including, without limitation, all oil and gas and oil and gas rights, minerals and mineral rights, and geothermal energy on, under or associated with the Property (collectively, the "Mineral Rights"); provided, however, that (i) Grantor expressly releases whatever right Grantor has to enter upon, disturb or use the surface of the Property to a depth of five hundred (500) feet below the surface (collectively, the "Surface") for any purpose associated with the Mineral Rights, including, without limitation, the exploration for, mining, development or utilization of the Mineral Rights; and (ii) Grantor relinquishes any and all right it may have to interfere with the use and enjoyment of the Surface by Grantee, its successors and assigns in the exercise of such Mineral Rights or Water Rights except as provided in Paragraph (b) above.

TO HAVE AND TO HOLD the Property with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, unto Grantee and Grantee's successors and assigns, forever and that Grantor will warrant and defend the title to the Property unto Grantee and Grantee's successors and assigns forever against the claims and demands of all persons claiming under Grantor, subject to statutory exceptions, including but not limited to all easements, covenants, declarations, reservations, restrictions, exceptions and other matters of public record and any statement of fact that an accurate survey or personal inspection of the Property may disclose.

The Property conveyed herein shall not be used for residential purposes and nothing contained in this Deed limits the existing covenants and restrictions on the Property pursuant to the Declaratory Statement of Environmental Covenants to Run with the Land recorded on June 29, 2001, in the Arapahoe County Clerk and Recorder's Office, Recording No. B1106092.

GRANTOR REPRESENTS AND GRANTEE ACKNOWLEDGES THAT ADJACENT AND NEARBY PROPERTIES ARE OWNED AND/OR OPERATED BY GRANTOR AND/OR THE LOWRY ENVIRONMENTAL PROTECTION/CLEANUP TRUST FUND ("THE TRUST"), AND ARE OPERATED AS LANDFILL FACILITIES UNDER THE NAMES Lowry Landfill Superfund Site ("LOWRY LANDFILL") and Denver Arapahoe Disposal Site ("DADS"). THE GRANTEE, FOR ITSELF AND ITS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY RELEASES GRANTOR AND THE TRUST AND GRANTOR AND THE TRUST'S RESPECTIVE OFFICERS, DIRECTORS, TRUSTEES, SHAREHOLDERS, MEMBERS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS AND ASSIGNS, INCLUDING WITHOUT LIMITATION ANY CORPORATIONS CONTROLLING GRANTOR OR THE TRUST OR CONTROLLED BY GRANTOR OR THE TRUST, OR UNDER COMMON CONTROL WITH GRANTOR OR THE TRUST, FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGE, ANY AND ALL CAUSES OF ACTION, KNOWN OR UNKNOWN, WHICH GRANTEE, ITS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, DIRECTLY OR INDIRECTLY MAY NOW OR HEREAFTER HAVE ARISING OUT OF OR DUE TO ANY CONDITION OF, OR OPERATION UNDERTAKEN AT, THE LOWRY LANDFILL OR DADS WHICH ADVERSELY AFFECT THE PROPERTY, EXCEPT FOR CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR DUE TO GRANTOR OR THE TRUST'S GROSSLY NEGLIGENT ACTS OR OMISSIONS. THIS RELEASE IS DECLARED TO BE A COVENANT RUNNING WITH THE LAND IN PERPETUITY, AND SHALL BE FULLY BINDING UPON GRANTEE, ITS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AND ALL OTHER PERSONS OR ENTITIES ACQUIRING TITLE OR AN INTEREST IN THE PROPERTY WHETHER BY DESCENT, DEVISE, LEASE, PURCHASE OR OTHERWISE.

*[signature page follows]*



# EXHIBIT A

## Legal Description

A Parcel of Land situated in the Southeast Quarter of the Southeast Quarter of Section 6, Township 5 South, Range 65 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado, more particularly described as follows:

Commencing at the southeast corner of said Section 6 and considering the south line of said Southeast Quarter of the Southeast Quarter of Section 6 to bear North 89°57'17" West relative to the Colorado Coordinate System of 1983, Central Zone;

Thence North 00°28'35" East along the east line of said Southeast Quarter of Section 6, a distance of 55.00 feet to a point on the northerly line of that certain property conveyed to Arapahoe County in QuitClaim Deed recorded August 8, 1978 in Book 2826 at Page 723, the Point of Beginning;

Thence North 89°57'17" West along said northerly line and along the northerly line of East Quincy Avenue, a distance of 1073.77 feet;

Thence North 86°23'06" East, a distance of 557.25 feet;

Thence South 89°58'35" East, a distance of 224.77 feet;

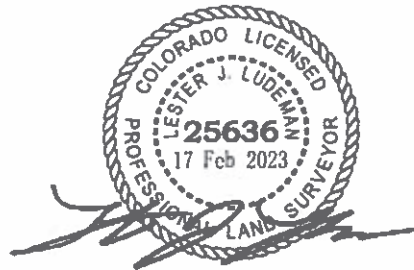
Thence South 83°35'45" East, a distance of 294.73 feet to a point on said east line of the Southeast Quarter of Section 6;

Thence South 00°28'35" West along said east line, a distance of 3.02 feet to the Point of Beginning,

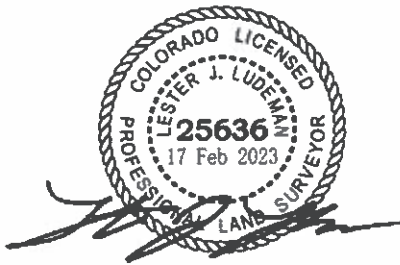
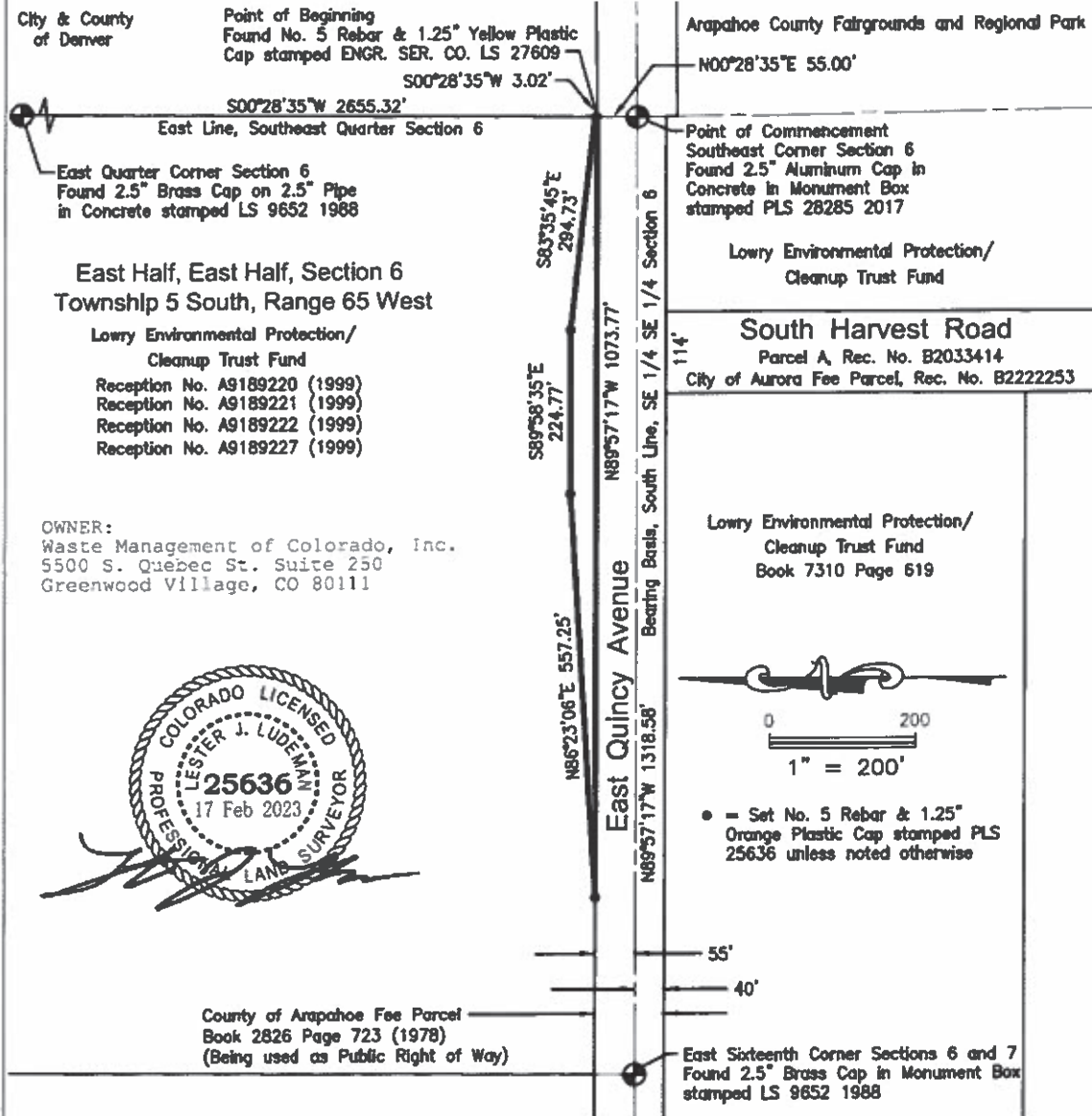
containing 23,561 Square Feet, or 0.541 Acres, more or less.

All lineal distances are represented in U.S. survey feet.

Prepared February 17, 2023 by L.J. Ludeman  
1309 S. Inca Street, Denver, CO 80223



# ILLUSTRATION FOR EXHIBIT A



THE ABOVE DESCRIBED PARCEL CONTAINS 23,561 SQUARE FEET OR (0.541 ACRES) MORE OR LESS.  
This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

<b>ARAPAHOE COUNTY, COLORADO</b>			<b>A PARCEL OF LAND SITUATED IN THE SE 1/4 OF THE SE 1/4, SECTION 6, T. 5 S., R. 65 W. OF THE 6TH P.M. ARAPAHOE COUNTY, COLORADO</b>
DRAWN BY: L.J.L.	SCALE: 1"=200'	R.O.W. FILE NUMBER	
CHECKED BY:	DATE: 2/17/23	JOB NUMBER:	