

**PURCHASE AGREEMENT
FOR THE TRANSFER OF FORMER SIA PROPERTY**

This PURCHASE AGREEMENT FOR THE TRANSFER OF FORMER SIA PROPERTY (“**Agreement**”) is made and entered into as of the date stated on the City’s signature page below (“**Effective Date**”), by and between:

- (a) **Kurtex, Inc.**, a Colorado corporation (“**Kurtex**”); and
- (b) The City and County of Denver, Colorado, a home rule city and Colorado municipal corporation, by and through its enterprise Department of Aviation (“**DEN**”).

Kurtex and DEN are collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

WHEREAS, certain property described on Exhibit A, and depicted on Exhibit A-1, is a **0.619 acre property located in the City of Aurora, Colorado** (the “**Property**”), and is a part of the property that formerly comprised the now-decommissioned Stapleton International Airport; and

WHEREAS, the Property is not subject to existing agreements governing the disposition of other land that formerly comprised the now-decommissioned Stapleton International Airport, including the Master Lease and Disposition Agreement between DEN and Stapleton Development Corporation, and the Purchase Agreement between Stapleton Development Corporation and Forest City; and

WHEREAS, DEN desires to sell the Property to Kurtex;

NOW THEREFORE, in consideration of the respective covenants and commitments of the Parties set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Earnest Money Deposit. Within five business days after the Effective Date, Kurtex shall make an earnest money deposit (“**Earnest Money**”) in the amount of Five Thousand Dollars (\$5,000.00) to the Airport Revenue Fund. DEN shall provide the appropriate information for the payment.

2. Title and Survey.

A. The Parties intend to use the legal description and depiction attached as Exhibits A and A-1 to transfer the Property. However, during the Investigation Period as defined in Section 3, Kurtex may order, at its own expense, an ALTA/ACSM survey of the Property prepared by a surveyor licensed in the State of Colorado. DEN will permit access, in the form attached as **Exhibit B**, for the survey to be performed (“**Permit**”).

B. During the Investigation Period, Kurtex may order, at its own expense, a commitment for title insurance (the “**Commitment**”) prepared by a title company (“**Title Company**”), together with copies of all recorded documents referred to in the Commitments section on the title exceptions (the

“**Exception Documents**”). If Kurtex orders a commitment, it shall cause the Title Company to distribute a copy of the Commitment and any Exception Documents to DEN. Unless Kurtex shall have given notice of disapproval prior to the expiration of the Investigation Period pursuant to Section 3.C below, all matters disclosed by the Commitment shall be deemed “**Permitted Exceptions**” except only (1) those matters which the Title Company has removed from the Commitment by written supplement; and (2) those matters which DEN has agreed in writing to cause to be removed at or before Closing.

C. Kurtex shall be responsible for all costs to conduct the survey and obtain the Commitment as described in this Section 2.

3. Investigation Period.

A. Commencing upon the date of this Agreement, and continuing for a period of ninety (90) days thereafter (the “**Investigation Period**”), Kurtex, including all agents, representatives, and other persons designated by Kurtex, shall be granted access in accordance with the Permit, to enter the Property for the purpose of investigation, discovery, and testing of the Property, including, without limitation, surveying, soil testing and boring, hydrological studies, or any other testing Kurtex determines to be necessary or appropriate as authorized by the Permit. Access for intrusive testing shall be pursuant to execution of the Permit in the form attached as **Exhibit B**.

B. DEN agrees to provide Kurtex with its full cooperation in regard to its efforts to obtain all appropriate or relevant information concerning the Property. Kurtex shall have the right at any time during the Investigation Period to request and examine any of DEN's records of the Property.

C. No later than the expiration of the Investigation Period, Kurtex shall deliver written notice to DEN of its election to terminate the Agreement (“**Termination Notice**”) if:

- (1) the result of any investigation indicates environmental conditions at the Property unacceptable to Kurtex; or
- (2) a defect in title materially affects Kurtex’s ability to use the Property. In no event shall any Permitted Exception be grounds for termination of the Agreement.

If Kurtex fails to timely deliver the Termination Notice, it shall be conclusively presumed that Kurtex has elected to continue this Agreement.

D. The Parties may mutually agree to early termination of the Investigation Period. The new date ending the Investigation Period shall be documented in writing from DEN to Kurtex.

4. Closing.

A. Provided this Agreement shall not have been terminated pursuant to the terms hereof, the transfer of the Property (the “**Closing**”) shall take place on a date selected by Kurtex, though such date shall be no later than forty five (45) days after the close of the Investigation Period (the “**Closing Date**”). Kurtex shall give DEN fifteen (15) days’ notice of the Closing Date.

B. At the Closing, DEN and Kurtex shall each deliver to the other such documents, instruments and funds consistent with this Agreement as necessary to consummate the purchase and sale of the Property pursuant to this Agreement, including as follows:

1. Deliveries by DEN: At the Closing, DEN shall:

(a) execute, have acknowledged and deliver to Kurtex the **Property Deed**, as defined in Section 5 below, conveying title to the Property.

(b) DEN shall deliver a **Quitclaim Deed** transferring all mineral rights in the Property as required pursuant to Section 5.

All documents and other items to be delivered at the Closing shall be deemed to have been delivered simultaneously and no individual delivery shall be effective until all such items have been delivered.

2. Deliveries by Kurtex: At the Closing, Kurtex shall:

(a) Deliver payment in the purchase amount of **Two Hundred Fifteen Thousand Eight Hundred Twenty Four Dollars (\$215,824.00)**, less any Earnest Money paid, in the form of payment to be agreed upon by the Parties;

(b) Deliver executed copies of all documents reasonably requested by the Title Company.

C. Kurtex shall pay one-half of any escrow fees or other Title Company closing fees, and DEN shall pay one-half of any escrow fees or other Title Company closing fees. DEN also shall record the Property Deed and other conveyance documents.

5. “As-Is” “Where-Is” Disclosure, Disclaimer and Release.

Kurtex acknowledges that it is purchasing the Property based solely on its inspection and investigation of the Property and that **Kurtex will be purchasing the Property "AS IS" and "WITH ALL FAULTS" based upon the condition of the Property as of the Effective Date, subject to investigation as provided in Section 2 above.**

6. Transfer of Real Estate.

DEN hereby agrees to convey, assign, and transfer to Kurtex, by a statutory bargain and sale property deed generally in the form attached as **Exhibit C (“Property Deed”)**, and Kurtex agrees to accept and acquire from DEN, on the terms and subject to the conditions set forth in this Agreement, all of DEN's right, title, and interest in and to the Property, together with all rights, privileges, and easements appurtenant to the Property, **subject to**: all easements and rights-of-way or rights of use for public roads, highways, and air navigation; public or private utilities; and other interests of record existing on the date of the conveyance, and also subject to the reservation of the following to DEN:

A. Reservation of Mineral Rights. In the Property Deed, DEN will reserve for itself and its successors and assigns, any and all minerals, oil, gas and other hydrocarbon substances on and under the Property to the extent owned by DEN. However, at the time of transfer DEN will separately Quitclaim to Kurtex all such rights, generally in the form attached as **Exhibit D.**

B. Reservation of Underground Water Rights. DEN will reserve for itself and its successors and assigns, any and all underground water and water rights DEN may have to water underlying the Property.

C. Reservation of Utilities and Utility Easements. DEN will reserve for itself and its successors and assigns all easements, licenses, and rights of use for existing utilities, infrastructure, and appurtenances within the Property existing at the time of Closing. This reservation shall include a right to access the Property for repair and replacement of existing utilities, infrastructure, and appurtenances.

7. **Restrictive Covenants.** The conveyance of the Property will be subject to the following Restrictive Covenants which shall run with the land and be binding upon Kurtex and its successors in interest and assigns. The Restrictive Covenants are for the benefit of the City and County of Denver.

A. No Aircraft Operations Covenant. The Property or any part thereof or any interest therein shall not be used for aircraft operations or aircraft flight operations and all runways and taxiways shall remain inoperable for aircraft operations.

B. Water Well Covenant. The Property or any part thereof or any interests therein shall not be utilized for the drilling or placement of a water well.

8. **Notices.** All notices, consents, requests, demands, instructions or other communications provided for herein shall be in writing and shall be deemed validly given, made and served between 8:00 a.m. and 5:00 p.m. when (a) delivered personally, (b) sent by certified or registered mail, postage prepaid, (c) sent by reputable overnight delivery service, (d) sent by telephonic facsimile transmission, but only if sender can provide a facsimile confirmation sheet, or (e) electronic messaging with return receipt. All notices, pending the designation of another address, shall be addressed as follows:

To Kurtex at:

Kurtex, Inc.
9655 E. Twenty-Fifth Ave., No. 101
Aurora, Colorado 80010

Attn: Kurt Lochmiller
kurtexmgnt@aol.com

To DEN at: Chief Executive Officer
Denver International Airport
8500 Peña Blvd., Ninth Floor
Denver, Colorado, 80249

with a copy to: Greg Holt
Stapleton Project Manager
Greg.Holt@FlyDenver.com

and Chief Counsel
Airport Legal Services
8500 Peña Blvd., Room 9810
Denver, Colorado 80249

9. No Liabilities Assumed, No Admissions. Nothing contained in this Agreement shall be construed as any assumption by any Party of any liabilities, obligations, or undertakings of any other Party of any nature whatsoever, whether fixed or contingent, known or unknown, retroactive or present, now or in the future. This Agreement is intended to be and is a commercial accommodation between the Parties and nothing herein shall be construed as an admission of liability by or against any Party.

10. No Waiver of Rights. No Party to this Agreement waives any rights it might have, now or in the future, to assert claims or defenses against any other Party relating in any way to the matters herein, including but not limited to the Colorado Governmental Immunity Act.

11. Advice of Counsel. This Agreement is the jointly-drafted product of arms-length negotiations between the Parties with the benefit of advice of counsel. As such, neither Party will claim that any ambiguity in this Agreement should be construed against the other Party.

12. Applicable Law; Venue. This Agreement shall be governed by and shall be construed in accordance with the substantive laws of the State of Colorado; and the City and County of Denver City Charter, City Code, City Ordinances, and Rules and Regulations. In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising hereunder shall be in the District Court for the City and County of Denver, Colorado, and, if necessary for exclusive federal questions, the United States District Court for the District of Colorado.

13. Counterparts. This Agreement may be executed in counterparts by original or electronic or facsimile signatures.

14. Severability. If any provision of this Agreement or the application thereof is adjudicated to be void, invalid, or unenforceable, such action shall not make the entire Agreement void, invalid, or unenforceable, but rather only that provision, to the extent that the intention of the Parties can be satisfied. All remaining provisions of this Agreement shall remain in full force and effect.

15. Authority. The persons executing or acknowledging this Agreement hereby represent and warrant that they are duly authorized and appointed representatives of the Parties, and that they have carefully read and have the full right, power, and authority to sign the Agreement.

16. Headings. The headings used to designate the various sections of this Agreement are solely for the convenience of reference and shall not be construed to define or limit any of the terms or provisions hereof.

17. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and all their heirs, beneficiaries, distributees, personal representatives, successors, assigns, subsidiaries, officers, directors, employees, agents, and related municipal and corporate entities and agencies. **This Agreement shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause of action or other right.**

18. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other prior discussions, agreements and understandings, both written and oral, among the Parties. No change or modification of this Agreement, nor any assignment of this Agreement, shall be valid unless made in writing and signed by all Parties to this Agreement.

END OF AGREEMENT; SIGNATURE PAGES AND EXHIBITS FOLLOW

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PLANE-201627827-00

Contractor Name: Kurtex Inc.

By: 

Name: KURT LOCHMILLER
(please print)

Title: PRES.
(please print)

ATTEST: [if required]

By: 

Name: CASEY WANKO
(please print)

Title: VP OF OPERATIONS.
(please print)



EXHIBIT A

Parcel in Block 9, New England Heights

All of Lots 14 through 16, inclusive, all of Lots 33 through 35, inclusive, the North Half of Lots 17 and 32, being more specifically defined as the portion of Lots 17 and 32 lying northerly of the north line of the Dayton Industrial Center Subdivision Filing No. 1, all in Block 9, New England Heights; together with that part of vacated Dayton Street as measured perpendicularly to the east line of said Lots, located in the Northwest Quarter of Section 34, Township 3 South, Range 67 West of the 6th P.M., City of Aurora, County of Adams, State of Colorado.

Parcel contains 26,977.77 square feet, or 0.619 acres, more or less

This Property Description was prepared by:
Diana E Askew, PLS 31928
6200 South Quebec Street
Greenwood Village, Colorado 80111



EXHIBIT A-1

All of Lots 14 through 16, inclusive, all of Lots 33 through 35, inclusive, the North Half of Lots 17 and 32, all in Block 9, New England Heights; together with a part of vacated Dayton Street

Located in the Northwest Quarter of Section 34,
Township 3 South, Range 67 West of the 6th P.M.
City of Aurora, County of Adams, State of Colorado

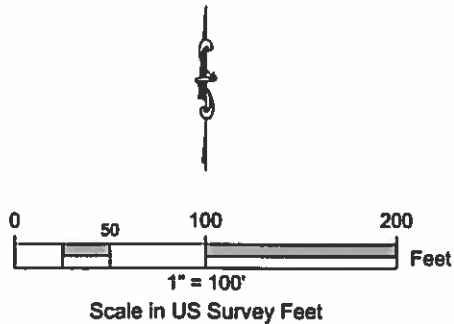
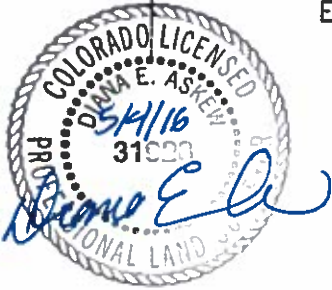
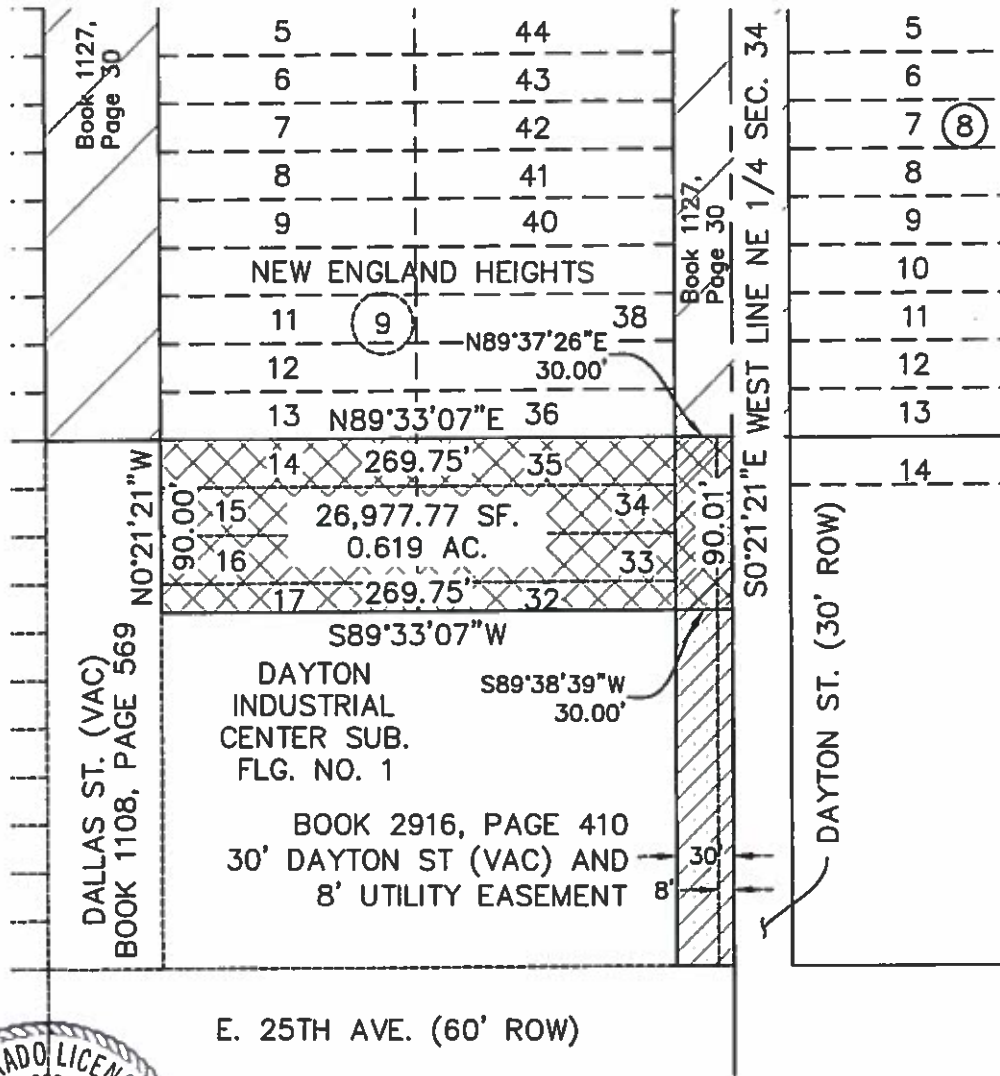


Exhibit Accompanying the Attached Property Description. NOT a Land Survey or Land Survey Plat

| | |
|--|--------------|
| AECOM | |
| <small>6200 South Quebec Street Greenwood Village, Colorado 80111 303-494-2770</small> | |
| DATE: 5/4/16 | PN: 22242970 |
| PM: DEA | CHK: TIP |

EXHIBIT B
Permit

CITY AND COUNTY OF DENVER
STAPLETON INTERNATIONAL AIRPORT

THIRTY (30) DAY REVOCABLE AND NONEXCLUSIVE ACCESS PERMIT

1. **ACCESS.** XXXXXX and its employees, representatives, agents and contractors (hereinafter referred to collectively as "Permittee"), are hereby permitted limited access, with right of ingress and egress, onto the property of the City and County of Denver ("City") at the former Stapleton International Airport ("SIA") to perform certain environmental testing, all as stated in more detail in the Scope of Work ("SOW") described in Exhibit A, and at the location(s) shown on the map provided as Exhibit B (the "Access Property"). The access granted is nonexclusive and is completely revocable by the City at the City's sole discretion. The Permittee agrees that all such activities conducted by Permittee shall be performed in accordance with the terms and conditions set forth herein.
2. **PERMIT FEE.** There is no permit fee associated with this Permit.
3. **CITY'S EXCLUSIVE RIGHT.** City shall have the exclusive right to control, monitor and establish procedures applicable to Permittee's access to the Access Property. City shall have the right to revoke or modify this Permit at any time.
4. **SPECIAL CONDITIONS OF ACCESS.** Permittee agrees to the following terms of access specifically applicable to the work to be performed by Permittee at the City's property under this Permit, in addition to all other general terms and conditions set forth herein.
 - a. All activity under this Permit, and the schedule including dates of the work, shall be performed in the Scope of Work as stated in Exhibit A. A map depicting the location of the work to be performed is attached as Exhibit B and incorporated herein.
 - b. The City reserves the right to review and approve or deny Permittee's proposed work plan, and any amendments or modifications to that plan, prior to allowing Permittee to enter the property under this Permit.
 - c. Permittee shall furnish to the City copies of **all data, results, drawings, permits, well construction/completion forms and drawings, well permits and sample collection chain of custody documents** within five business days of receipt of same by Permittee. Permittee shall transmit copies of all documents to the following:

Greg Holt
City and County of Denver - Department of Aviation
8500 Pena Boulevard, AOB 9th Floor
Denver, CO 80249-6340
Telephone (303) 342-2976
 - d. Permittee shall coordinate the access and work performed hereunder with Mr. Holt. Access of people and equipment to the Access Property shall be in accordance with instructions received

from Mr. Holt. The Permittee shall notify DIA in writing (to email at greg.holt@Flydenver.com or fax 303-342-2199), and by phone (voice mail message acceptable at 303-342-2976), at least 48 hours prior to the start of any work. The City will provide necessary instructions regarding access logistics within a reasonable time after Permittee gives such written notice.

- e. Permittee shall install any groundwater wells according to Colorado Division of Water Resources requirements (i.e., obtain permits for groundwater wells). Permittee also shall implement stormwater Best Management Practices (BMPs) at each well site for erosion control and sediment control. Any well installed on the City's property shall be finished above ground surface with a minimum of 2.5' of stick up above grade with a steel outer surface casing, inside casing locking cap, and exterior cap. The well must be clearly labeled with the well identification number both on the outer casing and interior cap or casing. Wells shall be locked at all times, except as needed to perform the investigation activities contemplated herein. Copies of keys for all well locks must be given to Mr. Holt.

No well shall be abandoned without prior consultation with the City. Permittee agrees to relocate any and all monitoring wells it may install on the City's property upon request to do so by the City, in the City's sole discretion.

- f. All soil borings and wells shall be plugged and closed in accordance with regulations and guidelines adopted by the Colorado State Engineer and with the specifications set forth by the City and County of Denver described in Exhibit C, on or before the expiration date of this Permit or any subsequent extension or renewal thereof.
- g. All new sampling locations (i.e., surface soil sample locations, soil borings, direct-push borings, monitoring wells, etc.) will be professionally surveyed for horizontal and vertical control.
- h. Permittee shall take all necessary precautions to avoid the occurrence of cross-contamination among wells or across hydrologic units resulting from Permittee's access and work under this Permit. Permittee agrees to be solely responsible for all damages arising in relation to any such cross-contamination caused by Permittee.
- i. Permittee agrees to assume all liability for, and legal title to, all waste materials generated by Permittee in the course of Permittee's work on City property under this Permit. Permittee shall use best efforts to minimize the volume of wastes generated during its work on City property, and shall properly, handle, containerize, manage and dispose of all such wastes. Permittee shall not take any action with respect to such wastes that may cause any alteration in the chemical, physical or biologic nature or characteristics of the wastes while the wastes are on City property. Permittee shall remove all wastes generated as a result of its work from the City's property on or before the expiration date of this Permit or any subsequent extension or renewal thereof.
- j. If so requested by the City, Permittee shall afford an opportunity to the City's representative or designated contractor to collect duplicate measurements at the time of access. All field data and measurements shall be shared with the City's representative at the time of collection, provided that the City's representative does not hinder Permittee's progress.
- k. Permittee shall not damage, destroy or harm the City's property or any improvements thereon, including utilities located upon the City's property. Permittee shall be solely responsible for locating all overhead, above ground, and underground utilities, including without limitation electrical, sewer, water and other utilities. The City shall make information available to Permittee regarding any subsurface structures, pipelines or cables that the City has knowledge of, but the

City is not under a duty to inspect for the presence of such structures, pipelines or cables. Permittee shall take all necessary precautions to avoid damage to, or injury from, such utilities, and agrees to be solely responsible for any such damage to, or injury from, any such utilities on the City's property which result from the activities conducted by Permittee as specified herein.

- l. Permittee shall at its sole cost provide and obtain all notices, permits, licenses, or approvals required by any governmental or quasi-governmental entity prior to commencing activities on the City's property. Any required manifest, license or permit shall be issued in Permittee's name. Any activity conducted by Permittee, its agents or contractors pursuant to the terms of this Access Permit shall be deemed to be taken only on Permittee's behalf and not as agent for any other party.
 - m. Permittee shall notify the City if, during the course of its activities conducted pursuant to this Permit, it discovers what it believes to be issues that must be reported to local, state and federal agencies. The notification to the City must detail Permittee's findings, the reasons why Permittee believes it has a duty to report to the subject agency and information on when it plans to submit its report to the agency.
 - n. If Permittee's activities on City's property disturb in any way the condition of the City's property, Permittee shall, upon completion of the activities, restore the City's property to a condition similar to that which existed prior to the commencement of any activities by Permittee, its agents or contractors under this Permit.
5. **COSTS**. All costs and expenses of the activities conducted by Permittee under this Access Permit, and of all work related thereto conducted by, through or under Permittee, shall be at the sole cost and expense of Permittee.
 6. **INDEMNIFICATION**. Permittee agrees, to the extent it legally may, and agrees to require its contractors to agree to indemnify, save and keep the City, its officers, employees and agents, harmless from any and all claims, damages, liability, losses, actions, suits or judgments whatsoever which may be presented, sustained, brought or claimed against the City or any of its officers, employees and agents, which arise out of, directly or indirectly, Permittee's operations in connection herewith, any work performed by Permittee, Permittee's contractors and subcontractors or occupancy of any portion of the City's property.
 7. **COMPLIANCE WITH LAWS**. The Permittee and all persons performing work by, through or under Permittee shall, while it is performing work under this Permit, observe and comply with any applicable provisions of the Charter, ordinances, and rules and regulations of the City, and all Colorado and federal laws which in any manner limit, control or apply to the work performed by the Permittee, its authorized agents or contractors. Permittee shall obtain, at its sole cost, all necessary permits for any work to be performed on City property under this Permit. Permittee agrees to pay any and all fines, assessments and fees related to its work under this Permit.
 8. **LIENS**. Permittee agrees to promptly pay when due all bills, debts and obligations incurred by it in connection with its activities on City property hereunder and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed against the Access Property or improvements thereon.
 9. **INSURANCE**. Permittee further agrees to secure, at its own expense, and to keep in force at all times, the following insurance:

- a. **COMPREHENSIVE GENERAL LIABILITY.** A comprehensive general liability insurance policy written on an occurrence basis and including coverage for premises/operations, products, contractual, independent contractors, broad form property damage, personal liability, and fire legal liability, in the amount and form specified in Exhibit D, attached hereto and incorporated herein by reference, which amount may be adjusted by City in its sole discretion at any time during the term of this Access Permit.

This policy and all contractor or subcontractor policies shall cover the obligations assumed by Permittee hereunder and shall name and endorse City as an additional insured. This policy shall include defense costs for additional insureds outside the limits of insurance. This policy shall not contain any care, custody or control exclusions, or any exclusion for bodily injury to or sickness, disease, or death of any employee of Permittee or of its contractors which would conflict with or in any way impair coverage under the contractual liability endorsement.

- b. **BUSINESS AUTO LIABILITY INSURANCE.** A business auto and delivery vehicle liability insurance policy which includes coverage for owned, non-owned and hired vehicles in the amount specified in Exhibit D, which amount may be adjusted by the City in its sole discretion, in a combined single limit for damage or bodily injury, including wrongful death, as well as claims for property damage, which may arise from the ownership, use, or maintenance of owned or non-owned vehicles, including rented vehicles, and including their use on or off the Access Property or by City's personnel.
- c. **WORKER'S COMPENSATION INSURANCE.** Permittee shall maintain at all times adequate worker's compensation insurance (including occupational disease hazards) with an authorized insurance company, or through the Colorado State Compensation Insurance Fund or through an authorized self-insurance plan approved by the State of Colorado, insuring the payment of compensation to all its employees.
- d. **ENVIRONMENTAL IMPAIRMENT / POLLUTION LIABILITY COVERAGE.** Permittee, or one of its contractors, must maintain coverage for environmental impairment and pollution liability in the amount specified in Exhibit D. The full limit of coverage must be dedicated to apply to this project or location and the City, its officers, officials and employees must be named as additional insured. Coverage shall include sudden and gradual impairments and liabilities as well as accidental.

10. **TERM.** This Permit shall commence upon execution and terminate thirty (30) days thereafter.

11. **SUBORDINATION TO BOND ORDINANCES.** This Permit is in all respects subject and subordinate to any and all Denver bond ordinances applicable to the City's airport system, and to any other bond ordinances which should amend, supplement or replace such bond ordinances.

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

City: Chief Executive Officer
Denver International Airport
8500 Pena Boulevard, Ninth Floor
Denver, Colorado 80249-6340

with a copy to: Airport Legal Services
8500 Pena Blvd, Room 9810
Denver, Colorado 80249

Permittee: _____

Either party may designate in writing from time to time the address of substitute or supplementary persons within the State of Colorado to receive such notices. The effective date of service of any such notice shall be the date such notice is mailed or delivered to Permittee or the City.

13. **AUTHORITY TO EXECUTE.** The person signing for the Permittee warrants that he or she has the complete authority to sign on behalf of and bind the Permittee.

THIS ACCESS PERMIT is executed this _____ day of _____, 2016.

**CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION**

By: _____
Chief Executive Officer
Department of Aviation

APPROVED AS TO FORM:

By: _____
Assistant City Attorney

ACCEPTED this _____ day of _____, 2016.

(Permittee)

By: _____

Title _____

Date _____

EXHIBIT C
Property Deed

After Recording, Return to:
Airport Legal Services
Denver International Airport
8500 Pena Blvd., AOB, #9810
Denver, CO 80249

PROPERTY DEED
(Statutory Bargain and Sale)

THE CITY AND COUNTY OF DENVER, a Colorado municipal corporation ("City"), whose address is 1437 Bannock Street, Denver, Colorado, 80202, for and in consideration of the enhanced value of the remainder of the Stapleton Site (defined below), and other good and valuable consideration, hereby conveys to XXXXXX, a Colorado corporation ("Grantee"), whose address is -----, the following real property in the City and County of Denver, State of Colorado, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND
INCORPORATED HEREIN BY THIS REFERENCE

(HEREINAFTER THE "PROPERTY")

Together with all rights, privileges and easements appurtenant to the Property, including without limitation, any and all development rights, air rights, ditches and ditch rights (including shares, if any, in any ditch company), and associated rights appurtenant to each of the foregoing (hereinafter collectively referred to as the "Property"), subject to all easements and rights-of-way or rights of use for public roads and highways, public or private utilities, and other interests of record existing as of the date of the conveyance, and also subject to the reservation of the following to the City:

I. Reservations to the City. Conveyance of the Property to Grantee is subject to reservation of the following rights to the City:

A. Reservation of Mineral Rights. City will reserve for itself and its successors and assigns, any and all minerals, oil, gas and other hydrocarbon substances on and under the Property to the extent owned by City.

B. Reservation of Underground Water Rights. City will reserve for itself and its successors and assigns, any and all underground water and water rights to water underlying the Property.

C. Reservation of Utilities and Utility Easements. The City reserves for itself and its successors and assigns all easements, licenses, and rights of use for utilities, infrastructure, and appurtenances within the Property, including stormwater outfalls, existing at the time of transfer.

II. Restrictive Covenants. This Deed and the conveyance of the Property hereto shall be subject to the following (collectively, the "Restrictive Covenants"), which Restrictive Covenants shall run with the land and be binding upon Grantee and its successors in interest. The Restrictive Covenants are for the benefit of the City.

A. No Aircraft Operations Covenant. The Property or any part thereof or any interest therein shall not be used for aircraft operations or aircraft flight operations and all runways and taxiways shall remain inoperable for aircraft operations.

B. Water Well Covenant. The Property or any part thereof or any interests therein shall not be utilized for the drilling or placement of a water well, except upon those portions of the Property to which fee title is reconveyed to the City.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, forever.

ATTEST:

CITY AND COUNTY OF DENVER

By: _____

By:

MAYOR

Clerk and Recorder, Ex-Officio
Clerk of the City and County of Denver

APPROVED AS TO FORM:

-----, City Attorney for
the City and County of Denver

By: _____

Assistant City Attorney

STATE OF COLORADO)

) ss.

CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by
_____ Mayor of the City and County of Denver.

My commission expires

Notary Public

