

OPTION TO PURCHASE

This **OPTION TO PURCHASE** is made as of the date stated on the Owner's signature page below by and between the **CITY AND COUNTY OF DENVER**, a municipality of the State of Colorado, by and through its Department of Aviation ("**Owner**"), and **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("**Optionee**").

1. **Grant of Option, Option Period, and Option Consideration**. For and in consideration of the sum of Five Thousand Dollars and no/100 (\$5,000) (hereinafter the "**Option Consideration**"), to be paid within ten days of execution of this Option to Purchase, Owner does hereby give and grant unto Optionee the sole, exclusive, and irrevocable option during the period commencing with the execution of this Option to Purchase and ending May 31, 2016 (hereinafter the "**Option Period**") to purchase 0.920 acres, more or less, of real estate located in Denver, Denver County, Colorado shown colored yellow on the print identified as **Exhibit A**, hereto attached and hereby made a part hereof (hereinafter the "**Property**") by Bargain and Sale Deed ("**Deed**").

2. **Term**. The parties agree that any closing on the Option Property shall occur no later than May 31, 2016, and if no closing has occurred by this date this Option to Purchase shall be deemed terminated, each party to bear its own costs except Owner shall retain the Option Consideration.

3. **Purchase Price**. The expected purchase price ("**Purchase Price**") for the Property to be paid by Optionee to Owner in the event Optionee exercises the option is Two Hundred Ten Thousand Four Hundred Ninety Six Dollars and no/100 (\$210,496.00). Optionee will pay the Purchase Price (less the Option Consideration) at Closing as set forth below.

4. **Exercise of Option.** The option shall be exercised by written notice to the Owner from the Optionee at any time within the Option Period. Notice shall be given in writing and delivered or mailed, first class, postage prepaid, to the Owner at 8500 Pena Blvd, Suite 9810, Denver, CO 80249, with a courtesy copy by e-mail to debra.overn@flydenver.com. In the event this option is exercised, the Optionee and Owner shall agree upon a time and place for closing this transaction, but in any event, such closing shall take place on or before ninety (90) days after the exercise of such option. If this option is not exercised, the Owner shall retain the Option Consideration in full and complete satisfaction of all damages sustained by the Owner, it being understood that the option to purchase the Property rests entirely with the Optionee and that there is no agreement to purchase the Property unless and until the aforesaid option is exercised as hereinabove provided.

5. **Bargain and Sale Deed.** This option is given with the understanding that upon its exercise by said Optionee, the Owner will execute and deliver to the Optionee the Deed conveying the Property to the Optionee, its successors and assigns, free and clear of all encumbrances. All taxes and special assessments, due on or before the closing date shall be paid by Owner. Current general taxes and special assessments shall be prorated as of the date of such Deed between the Owner and the Optionee.

Upon the execution and delivery to the Optionee of the Deed, the Optionee will pay to the Owner the Purchase Price, less the Option Consideration which was paid to the Owner upon the execution of this option, and the Owner shall at the same time deliver to the Optionee, at Optionee's sole expense, an owner's guaranty title insurance policy issued by a reputable title company guaranteeing title to the Property in the Optionee, subject only to the standard exceptions contained in said policy, or as otherwise may be agreed to by the parties.

6. **Access.** The Owner hereby grants to the Optionee the right immediately to enter upon and use the Property for investigation of any and all matters in connection with the Property, including without limitation, conducting Phase I and Phase II investigations of the physical and environmental condition of the Property and conducting feasibility studies and such other examinations as Optionee may deem desirable. If the Optionee elects, at Optionee's sole and absolute discretion, not to acquire title to the Property, then, and in that event, Optionee will repair any damage to the Property caused by Optionee.

7. **Entire Agreement.** Owner agrees that the payment of the Purchase Price and the performance of the other obligations of Optionee under this option are intended to be the entire compensation to Owner for the acquisition of the Property. Owner waives and releases Optionee from any and all claims for compensation (including, without limitation, severance damages, relocation expenses, and loss of goodwill) that Owner may have in connection with the acquisition of the Property under this option. This release and waiver does not include Optionee's express obligations under this option.

The negotiations relative to this option have been carried on by both parties without the intervention of any person, which would give rise to any valid claim against either of the parties hereto for brokerage commission or other like payment.

This option shall be binding upon the Owner and the heirs, administrators, executors, successors and assigns of the Owner.

(Rest of Page Left Blank Intentionally – Signature Pages and Exhibit 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-201525521-00

Contractor Name: Union Pacific Railroad Co.

By: Ryan Simpson

Name: Ryan Simpson
(please print)

Title: Manager - Acquisitions
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit A pg 1

Union Pacific Railroad Spur

A parcel of land for the purpose of a Union Pacific Railroad Spur, located in the East half of Section 15, Township 3 South, Range 67 West of the 6th P.M., City and County of Denver, State of Colorado, lying partially within of the right-of-way of the Union Pacific Railroad, Wyoming Division – Kansas Main Line Station Map of Roydale, C. E. Drawing No. 81832, recorded in Book 1561, at Page 136 in the Adams County, Colorado Clerk and Recorder's Office, and being more particularly described as follows:

BEGINNING at the East One-quarter corner of said Section 15;

Thence along the east-west centerline of said Section 15, S 89° 55' 13" W, a distance of 128.21 feet to a point of tangent curvature;

Thence 511.70 feet along the arc of a curve to the left, with a radius of 436.30 feet, a central angle of 67° 11' 49", and whose chord bears S 56° 19' 19" W, a distance of 482.87 feet to a point on the northerly line of 51st Avenue as defined by the subdivision plat for Stapleton Business Center Filing No. 1;

Thence S 89° 28' 34" W along said northerly line, a distance of 115.88 feet to a point on the westerly right-of-way line of said Union Pacific Railroad;

Thence N 00° 58' 45" W along said westerly right-of-way line, a distance of 76.60 feet;

Thence N 89° 01' 15" E, a distance of 100.01 feet to a point on the easterly right-of-way line of said Union Pacific Railroad and a point of non-tangent curvature;

Thence departing said easterly right-of-way line, 505.54 feet along the arc of a non-tangent curve to the right, with a radius of 486.30 feet, a central angle of 59° 33' 48", and whose chord bears N 60° 08' 22" E, a distance of 483.09 feet to a point of tangency;

Thence N 89° 55' 16" E along a line parallel with said east-west centerline of Section 15, a distance of 127.41 feet to a point on the easterly line of said Section 15;

Thence S 00° 59' 23" E along said easterly line, a distance of 50.00 feet to the **POINT OF BEGINNING**;

Said parcel containing 40094.55 square feet, or 0.920 acres, more or less

BASIS OF BEARINGS: Bearings are based on the west line of the Southwest Quarter of Section 10, Township 3 South, Range 67 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, bearing North 00°15'25" West based on NAD 83/92 Colorado Central Zone State Plane Coordinates. The Southwest Corner of said Section 10 is a Found 3-1/4" Aluminum Cap in Monument Box Stamped PLS 27936. The West Quarter Corner of said Section 10 is a Found 3-1/4" Aluminum Cap in Monument Box Stamped: ZBS INC PLS 11434.

This Property Description was prepared by:

Diana E Askew, PLS 31928
For and on behalf of AECOM
8181 East Tufts Avenue
Denver, CO 80237



EXHIBIT *A, pg 2*

A Part of the East Half of Section 15,
Township 3 South, Range 67 West of the 6th P.M.
City and County of Denver, State of Colorado

Union Pacific Railroad, Wyoming Division -
Kansas Main Line Station Map of Roydale,
C. E. Drawing No. 81832, recorded in Book
1561, at Page 136, Adams County, Colorado

NORTHEAST 1/4
SECTION 15

S 00° 59' 23" E
50.00'

N 89° 55' 16" E
127.41'

L= 505.54'
R= 486.30'
D= 59° 33' 48"
CH= N 60° 08' 22" E
CHD= 483.09'

East-West Centerline
of Section 15

Spur Parcel
40094.55 sq. ft.
0.920 ac ±

S 89° 55' 13" W
128.21'

N 89° 01' 15" E
100.01'

L= 511.70'
R= 436.30'
D= 67° 11' 49"
CH= S 56° 19' 19" W
CHD= 482.87'

P.O.B.
East 1/4
Corner
Section 15

Havana Street

MLD Boundary

S 89° 28' 34" W
115.88'
N 00° 58' 45" W
76.60'

51st Avenue

East Line
of Section 15



MLD Boundary

SOUTHEAST 1/4
SECTION 15

AECOM

6283 East Yale Avenue
Denver, CO 80237
303.748.3985



1" = 100'
Scale in US Survey Feet

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

DATE: 10/26/15

PN: 22242970

PM: DEA

CHK: TIP