



February 4, 2025
Project: 0795202

City and County Denver
Attn: Lisa A. Lumley
Director of Real Estate

Via Electronic Mail
Lisa.Lumley@denvergov.org

Dear Ms. Lumley:

This letter (“Agreement”) confirms our understandings covering the sale by UNION PACIFIC RAILROAD COMPANY (“Seller”) to CITY AND COUNTY OF DENVER (“City”) of Seller’s interest in certain real property in Denver, Colorado. The City and Seller are collectively referred to herein as the “Parties” and individually as a “Party.”

The undersigned has received Seller’s Management Approval to sell the Property on the following terms and conditions:

Article 1. Description of Property:

The property (as described in this sentence hereinafter known as the “Property”) is 45,750 square feet as described and shown on the survey dated November 22, 2024, prepared by Matt Robert Eisenach, PLS #38257, the legal description and a depiction of the Property attached hereto as **Exhibit A** and made a part hereof (“Survey”). Survey is at the sole cost and expense of the City.

Article 2. Sale Price:

- A. The sale price (“Sale Price”) for the Property shall be Five Million Two Hundred Eighty-Four Thousand One Hundred Twenty-Five and 00/100th Dollars (\$5,284,125.00).
- B. The Sale Price is computed as follows:

$$45,750 \text{ square feet} \times \$115.50 \text{ per square foot} = \$5,284,125.00$$

Article 3. Feasibility Review/Right of Entry:

- A. For fifteen (15) days from the date of execution of this Agreement by the City (“Feasibility Review Period”), the City and its agents and contractors may enter upon the Property to perform environmental audits, soil tests, engineering and feasibility studies of the Property. If the results of such audits, tests or studies, or the City’s review of title or any other matters relating to the Property are unsatisfactory, the City may terminate this Agreement by giving Seller written notice before the end of the Feasibility Review Period. If no such written notice of termination is given before the end of the Feasibility Review Period, the Property will be deemed suitable for the City’s

purposes. In the event of such termination by the City, then the City shall surrender to Seller copies of all audits, soils, engineering and any other reports prepared for the City pertaining to the Property without cost or expense of Seller, and this Agreement will terminate without any further force and effect, and without further obligation of either Party to the other.

B. The City's right to enter upon the Property pursuant to Article 3.A. above is subject to the following:

- i) To the extent permitted by law, including the Governmental Immunity Act, Colorado Constitution, and the City's Charter, the City will require its agents or contractors to indemnify, defend and save harmless Seller and/or Seller's affiliates (Seller's affiliates means any corporation which directly or indirectly controls or is controlled by or is under common control with Seller), their officers, agents and employees, against and from any and all liability, loss, costs and expense of whatsoever nature growing out of personal injury to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, where such personal injury, death, loss, destruction or damage arises in connection with the entry upon the Property by the City, its agents or contractors prior to Closing (as defined in Article 8.A. below).
- ii) To the extent permitted by the Colorado Open Records Act, Colorado Revised Statutes, Title 24, Article 72, Part 2, the City and the City's agents and contractors (collectively, "Contractors") will maintain in confidence all information, reports, and evaluations generated in connection with any environmental assessments and will not make disclosure without the prior written consent of Seller. If the City discovers hazardous or toxic substances or materials, the City will immediately notify Seller.
- iii) The City will promptly deliver to Seller the results and copies of any and all reports, evaluations, tests and studies generated in connection with any environmental assessments. Prior to the issuance of any final environmental report, Seller will have the opportunity to make comments, pose questions and offer recommendations to the Contractor preparing the report.
- iv) To the extent permitted by law, including the Governmental Immunity Act, Colorado Constitution, and the City's Charter, the City agrees to indemnify, defend and hold harmless Seller against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of any work done, labor performed, or materials furnished at the Property on behalf of the City prior to Closing.
- v) If the sale of the Property does not close, the City will, as soon as possible and at the City's sole expense, restore the Property to the same condition it was in immediately prior to the time the City entered the Property. If Seller finds the Property is not restored to the same condition it was in prior to the time the City entered the Property, Seller shall give the City notice of such failure to restore and the City shall have a reasonable time to restore the Property to its prior condition.

C. Absence of markers is not a warranty by Seller of no subsurface installations. Fiber optic systems, pipelines, and other structures may be buried on the Property. Before any digging/drilling/excavation, the following procedures will be followed by the City and its Contractors:

- i) Protection of any fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits.

The City shall visit www.up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried on the Property. If it is determined that fiber optic cable is buried on the Property, the City shall promptly inform Seller, at the address at the bottom of the first page of this Agreement, of the results of its investigation.

- ii) Before drilling or excavating with mechanized equipment, the City will explore with hand tools to a depth of at least eight (8) feet below the surface or will use suitable detection equipment.
- D. Notwithstanding any provisions in this Agreement to the contrary, if this Agreement is terminated for any reason whatsoever, the City will remain obligated to comply with the provisions of Article 3.A. and 3.B. and Seller will retain all of its remedies for the City's default under Article 3.A. and 3.B.

Article 4. As Is Sale - Release:

- A. As Is. The City and its representatives, prior to the Closing Date (as defined in Article 8.A. below), will have been afforded the opportunity to make such inspections of the Property and matters related thereto as the City and its representatives desire. The City acknowledges and agrees that the Property is to be sold and accepted by the City in an "as is" condition with all faults. The City further acknowledges that the Property was used for railroad, commercial and industrial purposes. Seller makes no representation or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, but without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements, covenants, conditions and restrictions (whether or not of record). The City acknowledges that it is entering into this Agreement on the basis of the City's own investigation of the physical and environmental conditions of the Property, including the subsurface conditions, and the City assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation. The City acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and the purchase and sale of the Property and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.
- B. Release. **THE CITY, AS THE CITY AND NOT AS A GOVERNMENTAL ENTITY ENFORCING ITS POLICE POWERS, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, OF AND FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH THE CITY AS THE CITY AND NOT AS A GOVERNMENTAL ENTITY ENFORCING ITS POLICE POWERS, NOW HAS OR WHICH THE CITY MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL**

RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

- C. Intentionally Omitted.
- D. General Allocation of Environmental Responsibility. With respect to any existing or future environmental contamination of the soil and/or groundwater in, on or under the Property, from and after Closing, the City, at no cost to Seller, agrees to be solely responsible for conducting any investigation, monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or otherwise necessary to make the Property suitable for the City's use of the Property.
- E. Additional and Independent Consideration. The release and general allocation of environmental responsibility by the City are additional and independent consideration to Seller for the sale and purchase of the Property, without which Seller would not sell the Property for the Sale Price.
- F. Survival. The provisions of this Article will survive the delivery of the Deed (as defined in Article 6.A. below), and will bind and inure to the benefit of the Parties hereto, their successors and assigns.

Article 5. Escrow, Title Insurance and Abstract of Title:

- A. Seller will not furnish title insurance or an abstract of title to the Property. The City may, at its sole option and expense, obtain a preliminary title report ("PTR") in order to review the status of title to the Property during the Feasibility Review Period. If the City obtains a PTR, a copy will be delivered to Seller. Seller has no obligation to cure any title defects or to assist the City in obtaining title insurance.
- B. If the City desires title insurance, the City shall pay the cost of any title insurance and any endorsements or changes to the title policy desired by the City. If an escrow is used, the City shall pay any and all fees relating to the escrow, including, but not limited to, any City and/or County Transfer Taxes and recording fees.

Article 6. Form of Deed; Reservation:

- A. At Closing, Seller will transfer Seller's interest in the Property to the City by Quitclaim Deed ("Deed"), in the form attached hereto as **Exhibit B** and made a part hereof, subject to all outstanding rights, whether or not of record.
- B. Seller will reserve from the transfer all minerals and mineral rights without right of surface entry.

Article 7. Existing Agreements:

- A. If any lease or "Use Rights" (license or other rights to use the Property) affects only the Property (whether identified by Seller before or after execution of this Agreement), Seller's rights and obligations under any such identified lease or Use Right will be assigned to and assumed by the City at or after Closing.
- B. The City acknowledges that the Property may be subject to unidentified Use Rights. It is the responsibility of the City to determine if any of these unidentified Use Rights exist.

Article 8. Closing - Default:

- A. The Closing shall take place at the offices of the Land Title Guarantee Company and shall be completed on or before 2:00 p.m. Local Time on the Closing Date (“Closing”). Seller or the City may elect to close in escrow without attending the Closing. Closing will occur within fifteen (15) days after the completion of the Feasibility Review Period (“Closing Date”). The Closing will be deemed to occur upon payment of the Sale Price by wire transfer or a cashier’s or certified check, and delivery of the Deed. All Closing costs, including transfer taxes and excise taxes, will be paid by the City.
- B. If Closing fails to occur due to default by Seller, the City may terminate this Agreement as the City’s sole remedy against Seller. In the event of such termination, neither Seller nor the City will have any further liability hereunder.
- C. If Closing fails to occur due to default by the City, Seller may terminate this Agreement and neither Seller nor the City shall have any further obligations or liability hereunder except for any of the City’s surviving obligations pursuant to Article 3.B. hereof. In no event shall Seller have any obligation whatsoever to extend the Closing Date for any reason if the City fails to perform.

Article 9. Prorations:

Local property taxes, if any, and other assessments due and payable in the year of Closing, as well as rental under any leases or Use Rights that are being assigned, will be prorated as of the date of Closing. The City will assume any installments of assessments not yet due and payable.

Article 10. Subdivision/Platting Compliance:

It may be necessary to comply with local or state subdivision or platting laws or regulations prior to Closing. All necessary applications, maps and other requirements to comply with this requirement will be completed by the City at the City’s sole cost and expense, and are subject to review and approval by Seller before filing. If the City fails to comply with subdivision requirements prior to the Closing Date, or if any proposed subdivision plat or parcel map contains conditions affecting Seller, the Property prior to Closing, or other real property owned by Seller, then Seller, in its sole and absolute discretion, may terminate this Agreement. Seller is not obligated to extend the Closing Date due to the City’s failure to comply with subdivision or platting requirements prior to the Closing Date.

Article 11. Intentionally Omitted.

Article 12. Tax-Deferred Exchange:

Seller may arrange for the exchange upon Closing of one or more parcels of property for the Property in order to effect a tax-deferred exchange within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and comparable provisions of state statutes. The City agrees to cooperate with Seller in connection with any such exchange. Such cooperation by the City shall include, but is not limited to, executing documents as reasonably may be required by Seller.

Article 13. Counterparts; Electronic Signatures:

This Agreement (or any amendments hereto) may be executed in any number of counterparts and in separate counterparts, each of which shall be deemed an original. The exchange of copies of this Agreement and of signature pages by facsimile or e-mail transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or e-mail shall be deemed to be their original signatures for all purposes.

Article 14. No Discrimination in Employment:

In connection with the performance duties under the Agreement, Seller agrees not to refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability; and further agrees to insert the foregoing provision in all subcontracts relating to the Agreement.

Article 15. Subject to Local Laws; Venue:

The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

Article 16. Notices:

All notices provided for in this Agreement must be in writing and be personally delivered, sent via electronic mail, or mailed by registered or certified United States mail, postage prepaid, return-receipt requested, if to Seller at the addresses listed below and if to the City at the addresses given below. Notices delivered personally or sent electronically are effective when sent. Notices sent by certified or registered mail are effective upon receipt. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered; however, these substitutions will not become effective until actual receipt of written notification.

If to the City:

Lisa Lumley
Division of Real Estate
Department of Finance
201 West Colfax Avenue, Department 1010
Denver, Colorado 80202
e-mail: lisa.lumley@denvergov.org

and

Luke McKay
Division of Real Estate

Department of Finance
201 West Colfax Avenue, Department 1010
Denver, Colorado 80202
e-mail: luke.mckay@denvergov.org

With copies of termination and similar notices to:

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

and

Denver City Attorney's Office
201 West Colfax Avenue Department 1207
Denver, Colorado 80202

If to Seller:

Union Pacific Railroad Company
Attn: Gregg A. Larsen, Real Estate
1400 Douglas Street, Mail Stop 1690
Omaha, Nebraska 68179
e-mail: galarsen@up.com

Article 17. Right to Alter Time for Performance:

The Parties may alter any time for performance set forth in this Agreement by a letter signed by the Director of the Division of Real Estate or her designee and authorized representatives of Seller.

Article 18. Appropriation by City Council:

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

Article 19. No Personal Liability:

No elected official, director, officer, agent or employee of the City nor any director, officer, employee or personal representative of Seller shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

Article 20. Conflict of Interest by City Officer:

Seller represents that to the best of Seller's 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 Agreement except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

Article 21. Merger:

The terms of this Agreement survive Closing and do not merge into the Deed quitclaiming the Property, except for Article 4 above.

Article 22. City Execution of Agreement:

This Agreement is subject to, and will not become effective or binding on the City until full execution by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

If you agree with the foregoing terms and conditions with respect to the purchase of the Property, please indicate your acceptance of these terms and conditions by signing in the acceptance space provided below and returning one copy to Gregg A. Larsen at the address listed on the bottom of the first page of this letter or by electronic mail at galarsen@up.com, in order that it is received by Seller no later than April 11, 2025. If not returned by April 11, 2025, terms of this Agreement shall become null and void. If you should have any questions, please call Gregg A. Larsen at (402) 544-8552.

Sincerely,



Michael S. Wohlwend
Assistant Vice President – Real Estate

Contract Control Number:
Contractor Name:

FINAN-202477559-00
UNION PACIFIC RAILROAD COMPANY

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-202477559-00
UNION PACIFIC RAILROAD COMPANY

By: **SEE VENDOR SIGNATURE PAGE ATTACHED**

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

SURVEY

EXHIBIT A
PAGE 1 OF 2

A PARCEL OF LAND BEING PE-240 AS DESCRIBED IN RULE AND DECREE, RECORDED ON SEPTEMBER 28, 1993 AT RECEPTION NUMBER 9300132204 AND RERECORDED ON JUNE 20, 2001 AT RECEPTION NUMBER 2001100653 AND ON JUNE 7, 2002 AT RECEPTION NUMBER 2002102747, SAID PARCEL LOCATED IN LOTS 7 AND 8, BLOCK 240, WEST DENVER, AND IN UNPLATTED LANDS, SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ALL IN THE CITY AND COUNTY OF DENVER, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN;

THENCE SOUTH 61 DEGREES 46 MINUTES 24 SECONDS EAST, A DISTANCE OF 3840.50 FEET TO THE MOST WESTERLY CORNER OF SAID BLOCK 240, SAID POINT BEING ON THE PROPERTY LINE OF THE DENVER & RIO GRANDE WESTERN RAILROAD COMPANY AS DESCRIBED IN THE 7TH STREET YARDS BOUNDARY SURVEY BY MERRICK & COMPANY FEBRUARY 6, 1986, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 59 DEGREES 36 MINUTES 22 SECONDS EAST ALONG THE NORTHWEST LINE OF SAID BLOCK 240 AND SAID NORTHWEST LINE EXTENDED NORTHEASTERLY, A DISTANCE OF 22.00 FEET; THENCE NORTH 45 DEGREES 22 MINUTES 16 SECONDS WEST A DISTANCE OF 165.70 FEET; THENCE NORTH 41 DEGREES 47 MINUTES 59 SECONDS WEST, A DISTANCE OF 190.40 FEET TO A POINT ON THE SOUTHWESTERLY EXTENSION OF THE NORTHWEST LINE OF WEWATTA STREET IN EAST DENVER;

THENCE NORTH 44 DEGREES 36 MINUTES 21 SECONDS EAST, ALONG SAID NORTHWEST LINE, A DISTANCE OF 78.49 FEET TO A POINT ON THE WESTERLY LINE OF THE OFFICIAL CHANNEL OF CHERRY CREEK AS DEFINED AND DESCRIBED IN ORDINANCE NO. 86 SERIES OF 1903;

THENCE SOUTH 45 DEGREES 26 MINUTES 13 SECONDS EAST, ALONG SAID WESTERLY LINE OF THE OFFICIAL CHANNEL OF CHERRY CREEK A DISTANCE OF 517.22 FEET TO NORTHEASTERLY EXTENSION OF THE SOUTHEAST LINE OF SAID LOT 8, BLOCK 240;

THENCE SOUTH 59 DEGREES 36 MINUTES 26 SECONDS WEST, ALONG THE SAID SOUTHEAST LINE EXTENDED AND SOUTHEAST LINE OF SAID LOT 8, BLOCK 240 A DISTANCE OF 53.85 FEET;

THENCE NORTH 45 DEGREES 26 MINUTES 13 SECONDS WEST, A DISTANCE OF 46.31 FEET;

THENCE SOUTH 59 DEGREES 36 MINUTES 28 SECONDS WEST, A DISTANCE OF 85.48 FEET TO A POINT ON THE SOUTHWEST LINE OF SAID BLOCK 240;

THENCE NORTH 30 DEGREES 32 MINUTES 22 SECONDS WEST ALONG SAID SOUTHWEST LINE, A DISTANCE OF 87.75 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL CONTAINING 45,750 SQ. FT. / 1.050 ACRES, MORE OR LESS

EXHIBIT B

FORM OF DEED

**RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:**

City and County of Denver
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202-4705

(Space Above for Recorder's Use Only)
Project No. 0795202

QUITCLAIM DEED

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation and home rule city ("Grantee"), and unto its successors and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real estate ("Property") situated in Denver County, State of Colorado, as more particularly described in **Exhibit A**, attached hereto and made a part hereof.

EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual rights to explore for, remove and dispose of said minerals by any means or methods suitable to the Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by the Grantee, its successors and assigns.

It is expressly understood that the subjacent support of the Property may have been impaired by mining operations heretofore carried on beneath the surface thereof, and the quitclaiming of the Property is upon the condition that Grantor, its successors and assigns, shall not be liable for damages resulting therefrom.

The Property is quitclaimed by Grantor subject to the following environmental covenants, conditions, and restrictions which Grantee, by the acceptance of this instrument, covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

- (a) **"As Is" Sale.** Grantee, for itself, its successors and assigns, including any successor owner of any interest in the Property, acknowledges and agrees that the Property has been sold and quitclaimed to and accepted by Grantee in an "AS IS" condition, with all faults, and Grantee acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. Grantee acknowledges and agrees that any information Grantee may have received from Grantor or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) was furnished on the condition that Grantee would make an independent verification of the accuracy of the information.

Grantor does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Grantor makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively, "Condition of the Property"). Grantee acknowledges and agrees that the Property has been sold and quitclaimed on the basis of Grantee's own independent investigation of the physical and environmental conditions of the Property. Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

(b) **Release.** GRANTEE, AS GRANTEE AND NOT AS A GOVERNMENTAL ENTITY ENFORCING ITS POLICE POWERS, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, OF AND FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH GRANTEE AS CITY AND NOT AS A GOVERNMENTAL ENTITY ENFORCING ITS POLICE POWERS, NOW HAS OR WHICH GRANTEE MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

(c) **Intentionally Omitted.**

(d) **General Allocation of Environmental Responsibility.** With respect to any existing or future environmental contamination of the soil and/or groundwater in, on or under the Property, from and after the date of this instrument, Grantee, at no cost to Grantor, agrees to be solely responsible for conducting any investigation, monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or otherwise necessary to make the Property suitable for Grantee's use of the Property.

The foregoing environmental covenants, conditions, and restrictions shall run with the Property, the burdens of which will be binding on the successors and assigns of Grantee and the benefits of which will inure to the successors and assigns of Grantor. A breach of the foregoing environmental covenants, conditions, and restrictions, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated, or remedied by appropriate proceedings.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its duly authorized officers the _____ day of _____, 202_.

Attest:

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

Assistant Secretary

By: _____
Printed Name: Michael S. Wohlwend
Title: Assistant Vice President – Real Estate

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 202_, by Michael S. Wohlwend and _____, Assistant Vice President – Real Estate and Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, on behalf of the corporation.

WITNESS my hand and official seal.

Notary Public

(Seal)

Grantee hereby accepts this instrument and agrees for itself, its successors and assigns, to be bound by the covenants set forth herein.

Dated this _____ day of _____, 202_.

Attest:

City and County of Denver

By: _____

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

Michael C. Johnston, Mayor

Approved as to Form:

Kerry Tipper, Attorney for
the City and County of Denver

By: _____

Martin A. Plate, Assistant City Attorney

EXHIBIT A
TO FORM OF DEED

LEGAL DESCRIPTION OF THE PROPERTY
(TO BE ATTACHED)