

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND COUNTY OF DENVER AND
KROENKE SPORTS & ENTERTAINMENT METROPOLITAN DISTRICT NO. 2 AND
KROENKE SPORTS & ENTERTAINMENT METROPOLITAN DISTRICT NO. 3
FOR WYNKOOP CROSSING**

THIS INTERGOVERNMENTAL AGREEMENT (this “*Agreement*”), is made and entered into as of the Effective Date, by and between the **City and County of Denver**, a Colorado municipal corporation (the “*City*”) and **KSE Arena Metropolitan District No. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado, and **KSE Arena Metropolitan District No. 3**, a quasi-municipal corporation and political subdivision of the State of Colorado (collectively referred to herein as the “*Districts*” and referred to herein together as the “*Parties*” or each individually as a “*Party*”). Any defined terms used herein shall have the meaning ascribed in Section 1 below.

RECITALS

WHEREAS, the City is a home rule city and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and the Charter of the City (as amended or restated, the “*Charter*”);

WHEREAS, the Districts are, each a quasi-municipal corporation and political subdivision of the State of Colorado created pursuant to Title 32, Article 1, C.R.S., as amended (the “*Special District Act*”).

WHEREAS, the Constitution of Colorado, Article XIV, Section 18(2)(a), provides it shall not be construed to prohibit the State or any of its political subdivisions in cooperating and contracting with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units;

WHEREAS, Section 29-1-203, C.R.S. authorizes governments to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units;

WHEREAS, the Districts are proceeding with the design, finance and construction of that certain pedestrian and bicycle Bridge over Speer Boulevard to be known as Wynkoop Crossing, together with all related appurtenances as generally depicted as **Exhibit A**;

WHEREAS, on and subject to the terms and conditions set forth in this Agreement, the City supports the District’s completion of the Bridge as it will redefine downtown by creating an iconic entrance to the City and serve as the primary connection point from LoDo and surrounding City neighborhoods including Ball Arena, Auraria Campus, the Arena Redevelopment Project and Sun Valley;

WHEREAS, both the City and the Districts desire to provide for the timely construction of the Bridge and to mitigate the impact on the Speer Boulevard, other City ROW, Ball Arena and surrounding areas; and

WHEREAS, The Parties now wish to move forward with efforts to plan for and complete the Bridge Project in accordance with the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Districts agree as follows:

1. **Definitions.** For all purposes of this Agreement, the following terms have the meanings set forth below or as specifically defined in the Agreement.

(a) *“Agreement”* means this Intergovernmental Agreement for Wynkoop Crossing by and between the City and the Districts, as the same may be amended from time to time.

(b) *“Arena Redevelopment Project”* means the redevelopment of the property surrounding Ball Arena that is owned by KAC and KP.

(c) *“Ball Arena”* means the multi-purpose venue located at 1000 Chopper Circle, Denver, Colorado.

(d) *“Arena Landing Area”* means that certain portion of the Bridge identified on the Bridge Overview as Ball Arena Landing Area attached hereto as **Exhibit A**.

(e) *“Bridge”* means the proposed pedestrian and bicycle bridge, to be known as Wynkoop Crossing, that is generally depicted on **Exhibit A**, and is designed to serve as the primary non-motor vehicular, as defined by DRMC Section 54-1 (Definitions), connection and public access from Ball Arena and the Arena Redevelopment Project and LoDo and surrounding areas, including all lighting, utility improvements, accessibility improvements and similar.

(f) *“Bridge Inspection and Maintenance Requirements”* means the maintenance work for the Bridge set forth on **Exhibit D** and Section 13(b) of this Agreement.

(g) *“Bridge Overview Map”* means the attached concept map attached as **Exhibit A** depicting the Bridge and identifying specific areas and locations within the Bridge described in this Agreement.

(h) *“Bridge Project”* means but is not limited to the completion of the design, engineering, and construction of the Bridge and all necessary public infrastructure, facilities and improvements needed to support the Bridge and completion of certain related improvements including stormwater improvements and drainage facilities, landscaping and roadway improvements.

(i) *“Charter”* is defined in the Recitals and shall have the meaning set forth therein.

(j) *“Cherry Creek Trail”* means the trail located within the City, commonly known as the Cherry Creek Trail, located in the vicinity of the Bridge Project.

(k) *“City”* means the City and County of Denver, Colorado.

(l) *“City Council”* means the City Council for the City.

(m) *“City ROW” means any City dedicated rights-of-way that includes transportation elements which may include, without limitation, streets, sidewalks, curbs, gutters, alleys, medians and landscape tracts.*

(n) *“Contractor” means Kiewit Infrastructure.*

(o) *“CRS” means the Colorado Revised Statutes, as amended from time to time.*

(p) *“Districts” means Kroenke Sports and Entertainment Metropolitan District No. 2 and Kroenke Sports and Entertainment Metropolitan District No. 3. For purposes of this Agreement, the Districts are each considered jointly and severally liable hereunder.*

(q) *“DOTI” means the City’s Department of Transportation and Infrastructure.*

(r) *“DOTI Bridge Group” means the representatives at DOTI who are responsible for review and participation in the Bridge Project on behalf of DOTI.*

(s) *“Downtown Playground” means that certain City and County of Denver Park commonly referred to as the Downtown Playground generally located at 1800 N. Speer Boulevard.*

(t) *“DRMC” means the Denver Revised Municipal Code of Ordinances.*

(u) *“Effective Date” means the date appearing on the City’s signature page of this Agreement.*

(v) *“Lodo” means the City’s historic district established by Ordinance No. 109, Series of 1988, as codified by Chapter 30, Article III of DRMC, the boundaries of which are as set forth in such ordinance and the official district map adopted therewith and maintained by the City.*

(w) *“LoDo Landing Arena” means that certain portion of the Bridge identified on the Bridge Overview as the LoDo Landing Area attached hereto as **Exhibit A**.*

(x) *“KAC” means Kroenke Arena Company, LLC who is the owner of Ball Arena and certain parking lots located around Ball Arena.*

(y) *“KP” means Kroenke Parking, LLC who is the owner certain parking lots around Ball Arena, including the Arena Landing Area.*

(z) *“Manager of DOTI” means the City’s Manager of the Department of Transportation and Infrastructure, who is also sometimes referred to as the Executive Director of DOTI.*

(aa) *“Manager of Parks” means the City’s Manager of the Department of Parks and Recreation.*

(bb) *“Director of Real Estate” means the City’s Director of the Real Estate Division within the City’s Department of Finance.*

(cc) *“Noise Ordinance”* means the City noise ordinance set forth in Chapter 36 of DRMC.

(dd) *“Parties”* means the City and the Districts, collectively.

(ee) *“Party”* means the City and the Districts, individually (meaning the Districts are one Party and the City is one Party).

(ff) *“Regional Improvements”* means, as set forth in the Service Plan, any regional public improvements identified by the City for funding, in whole or in part, by a Regional Mill Levy levied by the Districts.

(gg) *“Regional Mill Levy”* means ad valorem tax levied upon real and personal property for planning, design, acquisition, funding, construction, installation, relocation and/or redevelopment of the Regional Improvements and/or to fund the administration and overhead costs related to the provisions of Regional Improvements.

(hh) *“Routine Bridge Maintenance”* means all maintenance required for ongoing operation of the Bridge including (i) snow and debris removal; (ii) landscaping and irrigation system maintenance and repair; (iii) repair and replacement of all lighting fixtures and systems; (iv) routine cleaning of inlets and pipes to remove debris; (v) removal of graffiti; (vi) repair and replacement of railings; (vii) any repair or maintenance items required under the Tier III Encroachment Permit and related ordinances, and (viii) repair damage to any deck surfaces.

(ii) *“SDP”* means a site development plan in accordance with City requirements.

(jj) *“Service Plan”* means collectively the Kroenke Sports and Entertainment Metropolitan District No 2 Service Plan dated October 21, 2024, and Kroenke Sports and Entertainment Metropolitan District No 3 Service Plan dated October 21, 2024, as the same may be amended from time to time.

(kk) *“Special District Act”* is defined in the Recitals and shall have the meaning set forth therein.

(ll) *“Speer Boulevard”* means the City roadway commonly known as Speer Boulevard.

(mm) *“Street Occupancy Permits”* means the street occupancy permits required to be issued by the City for the Bridge Project due to lane, sidewalk, median and other roadway occupancy and closures.

(nn) *“Tier III Encroachment Permit”* means the City’s revocable Tier III encroachment permit required for the portion(s) of the Bridge Project located in, over, or under City ROW.

2. **Overview of Bridge Project.** There are many complexities to the Bridge Project due to the overall scope and scale of the Bridge within City ROW and each side of the Bridge being located on two unrelated properties at the LoDo Landing Area and Arena Landing Area.

3. **Designation of Bridge as Regional Improvement.** The Service Plan authorizes the Districts to provide for the planning, design, acquisition, funding, construction, installation, relation, redevelopment, administration, and overhead costs related to the provision of Regional Improvements so long as the Districts receive a notice from the Manager of Finance requesting the imposition of the Regional Mill Levy (a “*City Notice*”). Such City Notice shall provide a description of the Regional Improvements to be constructed and an analysis explaining how the Regional Improvements will be beneficial to the property owners responsible for payment of the Regional Mill Levy. The Parties agree hereby agree and acknowledge that the Bridge will serve as a segment of the proposed 5280 regional trail that will connect City neighborhoods, including LoDo, with Ball Arena, the Arena Redevelopment Project, Auraria Campus and beyond and that the requirements relative to the City Notice required in accordance with the Service Plan requirements have been met through this Agreement. Additionally, the Parties acknowledge and agree that the Bridge is a Regional Improvement, as described hereunder and pursuant to the Service Plan requirements. Further, this Agreement serves as a required City Notice and intergovernmental agreement relative to the Districts’ imposition and use of the Regional Mill Levy revenues in accordance with the Service Plan requirements.

4. **Regional Mill Levy.** The City hereby approves the Districts’ imposition of the Regional Mill Levy of five (5) mills commencing the year of the Effective Date of this Agreement or such later fiscal year as determined by the Districts in conjunction with the timing of financing of the Regional Improvements for purposes of financing the design, finance, construction and maintenance of the Bridge, as a Regional Improvement, in accordance with the terms and conditions of this Agreement and the Service Plan requirements. Such Regional Mill Levy shall be subject to adjustment in accordance with the Service Plan. The Regional Mill Levy shall not exceed a term of twenty-five (25) years from December 31 of the tax collection year after which the Regional Mill Levy was first imposed by each respective District; for avoidance of doubt and by way of illustration, if, the Regional Mill Levy is initially imposed by a District in 2026 for collection in 2027, the final year the Regional Mill Levy shall be imposed is imposition year 2051 (collection year 2052). The Districts are hereby authorized to pledge and use such Regional Mill Levy revenues as they respectively deem appropriate to pay the expenses associated with the Bridge described above and herein.

5. **Bridge Anticipated Completion Date.** The Districts anticipate substantially completing the Bridge on or around December 31, , 2029 (the “*Anticipated Completion Date*”). If at any time the Districts determine that it is reasonably likely the Anticipated Completion Date will not be met, the Districts shall notify the City, along with the reasons for the anticipated delay, proposed corrective actions, and an updated schedule for completion. The Parties will coordinate efforts to implement the revised schedule.

6. **City Easements for Bridge Project.** The Bridge Project requires the Districts to request the City grant three easement interests, in accordance with this Section 6 (collectively, the “*Bridge Easements*”):

(i) a temporary construction easement interest in the area depicted and identified on **Exhibit F-1** as the “*Temporary Construction Easement Area*”, in blue;

(ii) a permanent easement interest in the area depicted and identified on **Exhibit F-1** as the “*Landing Easement Area*”, in green; and

(iii) a permanent easement interest in the area depicted and identified on **Exhibit F-1** as the “*Aerial Easement Area*”, in pink.

The City will convey the Bridge Easements to the Districts via a Temporary Construction Easement, Landing Area Easement and Aerial Easement Agreement (the “*Bridge Easement Agreement*”) in form and substance reasonably acceptable to the Parties that will be prepared and executed prior to the commencement of on-site physical construction work on the Bridge Project. Prior to the execution of the Bridge Easement Agreement, the Districts will have the Temporary Construction Easement Area, Landing Easement Area and Aerial Easement Area fully surveyed, at its sole cost and expense, and provide the City with a copy of the surveyed legal description to be attached as an exhibit thereto for the City’s review and approval which shall not be unreasonably withheld or delayed. The Temporary Construction Easement will terminate upon the completion of and final inspection of the Bridge by the City.

As consideration for the City’s grant of the Easements, the Districts will pay a Permanent Easement Fee to the City in two equal payments: (i) upon the full execution and delivery of the Bridge Easement Agreement by the Parties; and (ii) within ten days after the completion of and final City inspection of the Bridge. For purposes of this Agreement, the term “*Permanent Easement Fee*” means the total sum of (i) the exact square footage of the Landing Easement Area multiplied by the sum of \$199.50 per square foot (the “*Landing Easement Price Per Square Foot*”) which is the agreed upon fair market value for such property based upon the City’s recent appraisal, plus the exact square footage of the Aerial Easement Area multiplied by \$21.00 per square foot (the “*Aerial Easement Price Per Square Foot*”) which is the agreed upon fair market value for such property based upon the City’s recent appraisal. It is anticipated the Permanent Easement Fee paid to the City will be approximately \$3,505,761.00 based upon the sum of (a) the current estimate of the Landing Easement Area of 17,536 square feet as set forth on **Exhibit F-1** multiplied by the Landing Easement Price Per Square Foot, equaling \$3,498,432.00, plus (b) the current estimate of the Aerial Easement Area of 349 square feet as set forth on **Exhibit F-1** multiplied by the Aerial Easement Price Per Square Foot, equaling \$7,329.00. Notwithstanding the foregoing, it is expressly understood that the Permanent Easement Fee will be revised to reflect the exact square footages of the Landing Easement Area and the Aerial Easement Area, based on the survey of the Landing Easement Area and the Aerial Easement Area obtained by the Districts in connection with the Bridge Easement Agreement, as described above. Consideration for the Temporary Construction Easement is set forth in Section 10(a)(i) below.

7. Additional Easements. The Bridge Project requires the following easements:

(a) **Additional Permanent Easement.** The Districts will enter into the necessary agreements with KP to establish the necessary permanent easement required for Arena Landing Area within the property owned by KP.

(b) **Additional Temporary Construction Easements.** The Districts will enter into the necessary agreements with KAC and KP and any other adjacent landowners as needed regarding the use of any temporary construction easement areas required for construction for the Bridge Project that will include areas for staging, cranes and storage, as well as any temporary access areas necessary to accommodate any detours needed for the sidewalks currently located adjacent to Speer along the Arena Landing side of the Bridge

8. **Permitting Process and Schedule.** The Parties desire to establish a regular interaction, consultation and collaboration for the Bridge Project to ensure it is completed by the Anticipated Construction Date with the least amount of disruption to the City, Speer Boulevard, Ball Arena and surrounding areas as practical. To facilitate the same, a regularly scheduled meeting will be held with the Districts, Contractor, the DOTI Bridge Group and applicable agencies, with the appropriate frequency related to the applicable stage in the Bridge Project. Within 30 days of the Effective Date, the Districts shall prepare and submit a permitting submittal schedule for the Bridge Project that identify anticipated permit applications, required review milestones from all City agencies, and summary level of construction phases and activities (the “*Permitting Schedule*”). The City and Districts will utilize the Permitting Schedule to coordinate staffing needs to meet required review periods, prepare for upcoming submissions, facilitate efficient decision making and make necessary changes to agree upon the Permitting Schedule. Once mutually agreed upon, the City will designate a single point of contact or responsible agency to act as a project coordinator to track progress, guide the Districts on proper steps to submit complete permit application and design submittals, and coordinate with applicable agencies for the Bridge Project to facilitate processing of all permits and approvals needed to meet the Anticipated Completion Date. The City acknowledges and agrees that meeting the Anticipated Completion Date and timely adhering to the Permitting Schedule for the Bridge Project is beneficial to the City to minimize disruption and impact to Speer Boulevard throughout the construction process.

9. **Bridge Project Permits, Approvals and Design.** The Parties acknowledge that the construction of the Bridge Project may require variances from existing City standards, including but not limited to Street Occupancy permitting requirements, roadway closure restrictions, and applicable provisions of the Noise Ordinance. The City shall coordinate with the Districts with respect to the issuance of any permits or approval and the consideration of requests for variance necessary to facilitate construction activities, including nonconforming construction equipment operations or construction activities occurring outside allowable hours. The Parties will work together to mutually determine whether roadway closures, nighttime work, or a combination thereof is the appropriate means to complete the specific construction task.

(a) **Tier III Encroachment Permit/Bridge Engineering Design.** Tier III Encroachment Permits require a complete and final engineering design to be approved with permit issuance. To facilitate an expeditious review of all permits and approvals to meet the Anticipated Completion Date, the Districts may submit a Tier III Encroachment Permit application for the Bridge that includes at a minimum plan and profile drawings that depict and illustrate the vertical and horizontal limits of the Bridge and its form to City ROW lines, clearances, existing City ROW elements and surfaces, and proposed final conditions but may exclude and defer review and approval of complete engineering design documents for the Bridge. It is expressly understood that the request for the Bridge Tier III Encroachment Permit may proceed to City Council for their approval with the condition that complete engineering design documents and calculations for the Bridge shall be submitted for review and approval by the Manager of DOTI prior to final permitting and construction of the Bridge. The Bridge engineering design documents may be done in multiple stages to facilitate efficient fabrication and construction processes in accordance with the Bridge Engineering Design Schedule set forth on **Exhibit C**. Final approved engineering design documents and calculations for the Bridge shall be submitted to the Tier III Encroachment Permit process team for permit record keeping. The Districts shall ensure that the Bridge shall be designed and constructed in compliance with all applicable federal, state, and local laws, codes, permits, ordinances, rules, regulations, and other legal requirements, including without limitation, the terms and requirements set forth in the Tier III Encroachment Permit and Bridge Inspection Requirements attached hereto as **Exhibit D**. The Districts shall require (i) the Contractor to name the City as an additional insured party on all policies

required to be maintained by the Contractor under its agreement with the Districts, and (ii) the primary design consultant engaged by the Districts for the Bridge Project to name the City as an additional insured party on all policies required to be maintained by such consultant under its agreement with the Districts. The Contractor shall provide direct indemnification to and for the benefit of the City with respect to all work performed by the Contractor on the Bridge in form and substance reasonably acceptable to the City.

(b) **SDP.** The Bridge will require an SDP submission for portion of the Bridge associated with the Arena Landing Area and for the portion of the Bridge associated with the LoDo Landing. Given the limited scope of each SDP, certain submission items may not be required.

(c) **Street Occupancy Permits.** With respect to Street Occupancy Permits, the Districts will provide the City with documents describing the applicable Street Occupancy Permit's scope and impact on the City ROW, along with a good faith estimate of the time period the work requested under the applicable Street Occupancy Permit and all other information required by applicable City ordinances, codes, applications, and procedures, including, without limitation, DRMC 49-193. The Contractor and City will, in good faith, mutually determine the reasonable time period the applicable portion of Bridge Project covering such Street Occupancy Permit will impact City ROW (referred to herein individually as a "*Reasonable Construction Time Period*"). The City shall, through its normal course of review, evaluate the issuance of the required Street Occupancy Permits. The duration of the Street Occupancy Permits for the Bridge Project shall be the Reasonable Construction Time Period(s) applicable to such Street Occupancy Permit. If the impact of the applicable portion of the Bridge Project on City ROW has not ceased or will cease prior to the expiration of the corresponding Reasonable Construction Time Period(s), then Districts or Contractor on behalf of the Districts shall apply for a new or amended Street Occupancy Permit.

(d) **Noise Ordinance.** There are portions of the Bridge Project that meet the standard set forth in the Noise Ordinance required for variances whereby construction could interfere with the regular flow of traffic, jeopardize the safety of the public, and otherwise cannot be completed in a safe manner during City permitted construction hours. As such, it is expressly understood that the ability to meet the Anticipated Construction Date and to minimize the overall impact to the City construction will need to occur outside of non-permitted City construction hours as mutually determined by the Districts and the Manager of DOTI and pursuant to applicable codes, permits, and City requirements.

10. **City Park and Recreation Impacts.** The Bridge Project will impact both the Downtown Playground and Cherry Creek Trail in the areas depicted on **Exhibits B.**

(a) **Downtown Playground.** Throughout the construction of the Bridge Project, the Districts will work with the applicable parties to ensure access to the Downtown Playground will be maintained via existing sidewalk and trail connection along Speer Boulevard, Wewatta Street, Cherry Creek Trail and Manny's Bridge; provided, however, that such connections may be closed or restricted on a temporary and rotating basis as necessary for construction activities. To ensure the Downtown Playground remains a safe place and area for children to play, the Districts will ensure the installation of fencing and screening, as well as implement a dust mitigation plan. The Districts will ensure to replace any trees or other landscaping removed or otherwise damaged during construction, at its sole expense, and will ensure the repair and replacement of any damage to equipment, walks, fencing, and site furnishings, to the Downtown Playground during the construction to the satisfaction of the Manager of DPR. The Districts will ensure the Downtown Playground operates and is able to be maintained in a clean and clear condition and reasonable state of repair throughout the Bridge Project. The Districts will provide

appropriate wayfinding signage to assist in providing safe and convenient access to the Downtown Playground during construction.

(i) To address the impact to the Downtown Playground due to the Bridge Project and to compensate the City for the grant of the Temporary Construction Easement, the Districts will pay Thirty Thousand Dollars (\$30,000.00) towards the costs associated with the master planning through concept design for a redesigned Downtown Playground that updates the space and integrates the LoDo Landing Area by Wenk and Associates.

(b) **Cherry Creek Trail.** In connection with the completion of the Bridge within the LoDo Landing, west portions of Cherry Creek Trail need to be closed for public safety. Such closures will be for as minimal amount of time as possible, with a limited impact to Cherry Creek Trail as feasible.

(c) **Trees.** It is expressly understood that the Bridge Project will require the removal of various trees and landscaping as generally depicted on **Exhibit E** (the “*Tree Removal Plan*”). The Districts will ensure replacement of an equal number of trees in the general location where such trees were removed as part of its implementation of the Tree Removal Plan. Any material modification to the Tree Removal Plan will require the review and approval of the Manager of DPR, defined as the proposed removal of more than five percent (5%) increase than the initial Tree Removal Plan.

11. **Traffic Control.** The Districts will ensure all appropriate traffic control measures, including the use of flaggers and fencing, will be implemented in accordance with approved Street Occupancy Permits to ensure safe passage from vehicles and pedestrians.

12. **Quality Assurance.** The Districts will require the Contractor to provide quality assurance documentation to a third-party licensed engineering firm (the “*Bridge Engineer*”) for review and verification. After such review, the Bridge Engineer will submit documentation to the City.

13. **Maintenance & Safety.** The Districts will be responsible for following with respect to the Bridge, once constructed:

(a) All Routine Bridge Maintenance.

(b) All long-term capital and structural maintenance obligations of the Bridge in accordance with the Tier III Encroachment Permit and Bridge Inspection and Maintenance Requirements set forth on **Exhibit D** which will include (i) compliance with the regulatory and legal requirements referenced in the Bridge Inspection and Maintenance Requirements, (ii) all work required under the Tier II Encroachment Permit, and (iii) all repair work recommended by the inspections conducted pursuant to the Bridge Inspection and Maintenance Requirements.

(c) Safety and security measures, as appropriate including maintenance of the Arena Landing Area and LoDo Area, , together with all necessary landscaping, irrigation, and lighting facilities and requirements.

(d) The Districts shall be responsible for ownership, maintenance, and operation of the storm sewer and associated improvements which will not be owned, operated, or maintained by the City constructed under Storm Sanitary Plan Review set 2026-SSPR-0000030.

14. **Authority.**

(a) The Director of Real Estate for the City, or their designee or successor in function, shall have the right and authority on behalf of the City to (a) approve the form of and execute any and all documents, agreements, or other written instruments to provide for the transfer of real estate interests as contemplated under Section 6 of this Agreement, including, without limitation, the Landing Easement, Temporary Construction Easements or similar conveyance documents, (b) approve and confirm in writing the final calculation of the Permanent Easement Fee as contemplated in Section 6 of this Agreement, and (c) take such other actions as may be required in connection therewith.

(b) The Manager of DOTI shall have the right and is hereby the authorized representative for purposes of administering, coordinating, reviewing, and executing all necessary approvals of the Bridge Project work, including without limitation engineering design documents and calculations, schedules, permits and to otherwise act on behalf of the City under this Agreement.

(c) The Manager of DPR, or his designee, shall have the right and is hereby the authorized representative for purposes of approving any modifications to the Tree Removal Plan as mutually agreed upon by the Districts and the Manager of DPR based upon changing conditions that warrant such modifications.

15. **No Discrimination in Employment.** In connection with the performance of any work under this Agreement, the Districts may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Metro Districts agrees to insert the foregoing provision in any contracts or subcontracts relating hereto.

16. **Notices.** Notices, bills, invoices or reports required by this Agreement shall be in writing and shall be deemed sufficiently delivered if sent in the United States mail, postage prepaid, or by overnight commercial courier (such as FedEx), addressed to the Parties at the following addresses:

to the City:

Mayor's Office
201 West Colfax, Dept. 205
Denver, CO 80202

with a copy to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, CO 80202

to the Metro Districts:

Kroenke Sports & Entertainment
Metropolitan Districts No. 2 and No. 3
c/o Kroenke Sports & Entertainment, LLC
1000 Chopper Circle
Denver, CO 80204
Attention: Mike Neary

Kroenke Sports & Entertainment
Metropolitan Districts No. 2 and No. 3
c/o Kroenke Sports & Entertainment, LLC
1000 Chopper Circle
Denver, CO 80204
Attention: Keirstin Beck

with a copy to:

Kroenke Sports and Entertainment
Metropolitan Districts No. 2 and No. 3
c/o McGeedy Becher
450 E 17th Street
Denver, CO 80203
Attention: Megan Becher

The addresses may be changed by the Parties by written notice.

17. **Appropriation.** Pursuant to Section 29-1-110, C.R.S., any financial obligations of the Districts contained herein that are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available on an annual basis.

18. **Non-Waiver.** No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the Districts or the City under the Colorado Governmental Immunity Act.

19. **Remedies.** In the event of a default, in addition to any remedies that may be available to the Parties in law or in equity, the Parties shall be entitled to seek specific performance or injunctive relief to enforce the provisions of this Agreement. However, prior to filing legal action, the Party alleging the default shall first provide notice of the default to the other Party and allow a minimum of twenty (20) days to cure the default. In addition to any and all other remedies available for a breach or default under this Agreement, in the event of an uncured default by the Districts of its obligations under Section 13 above, the City may, but shall not be obligated to, make necessary repairs to the Bridge and correct any conditions that are unsafe or not in compliance with applicable laws or City standards, in which event, all costs incurred by the City in connection therewith shall be immediately due and payable by the Districts and any portion of such costs which remains unpaid thirty (30) days after a written invoice therefor is provided to the Districts shall become a lien on title to real estate owned by the Districts and KAC.

20. **Disputes.** It is the intention of the Parties to this Agreement that all disputes of any nature whatsoever regarding this Agreement, including, without limitation, any claims for compensation for damages arising out of any claimed breach or default under this Agreement, shall be resolved by administrative hearing pursuant to the provisions of Section 56-106 of the Denver Revised Municipal Code. The Parties expressly agree that this dispute resolution process is the sole and only dispute

resolution mechanism that will be recognized and employed by the Parties for any claims asserted by either Party arising under this Agreement.

21. **Headings.** Section headings in this Agreement are included herein for convenience of reference only and shall not be construed to define or limit the terms set forth herein.

22. **Severability.** It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal by a Court or in conflict with any law of the State, the validity of the remaining portion of the Agreement shall not be affected and the rights and obligations of the Parties shall be construed as if the Agreement did not include the particular part, term or provision that was found invalid.

23. **Governing Law and Fees.** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. The Parties consent to venue for any legal action relating to the Agreement being in the Districts Court in and for the City and County of Denver. In any legal action for damages or to enforce the terms of this Agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and costs.

24. **Electronic Signatures and Effective Date.** This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which together constitute one and the same Agreement. The Districts consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original. As used herein, the term "Effective Date" shall mean the date shown on the signature page for the City.

[REMAINDER OF PAGE BLANK – SIGNATURE PAGES FOLLOW]

Contract Control Number:

DOTI-202684460-00

Contractor Name:

KROENKE SPORTS AND ENTERTAINMENT
METROPOLITAN DISTRICT NO. 2 & NO. 3

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:

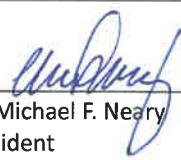
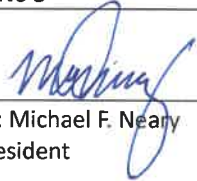
REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

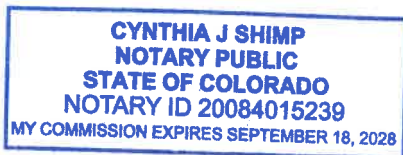
By:

DISTRICTS:	Kroenke Sports and Entertainment Metropolitan Districts No 2
	By: <u></u> Name: Michael F. Neary Its: President
	Kroenke Sports and Entertainment Metropolitan Districts No 3
	By: <u></u> Name: Michael F. Neary Its: President

STATE OF COLORADO)
)
CITY & COUNTY OF DENVER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 11 DAY OF June, 2026,
BY MICHAEL F NEARY, AS PRESIDENT OF KROENKE SPORTS AND ENTERTAINMENT METROPOLITAN DISTRICT NO 2
AND PRESIDENT OF KROENKE SPORTS AND ENTERTAINMENT METROPOLITAN DISTRICT NO 3.

WITNESS MY HAND AND OFFICIAL SEAL.




Notary Public
My commission expires: Sept. 18, 2028

[SIGNATURE PAGE TO IGA FOR WYNKOOP CROSSING]

EXHIBIT A

BRIDGE OVERVIEW MAP



EXHIBIT B
DOWNTOWN PLAYGROUND IMPACTS

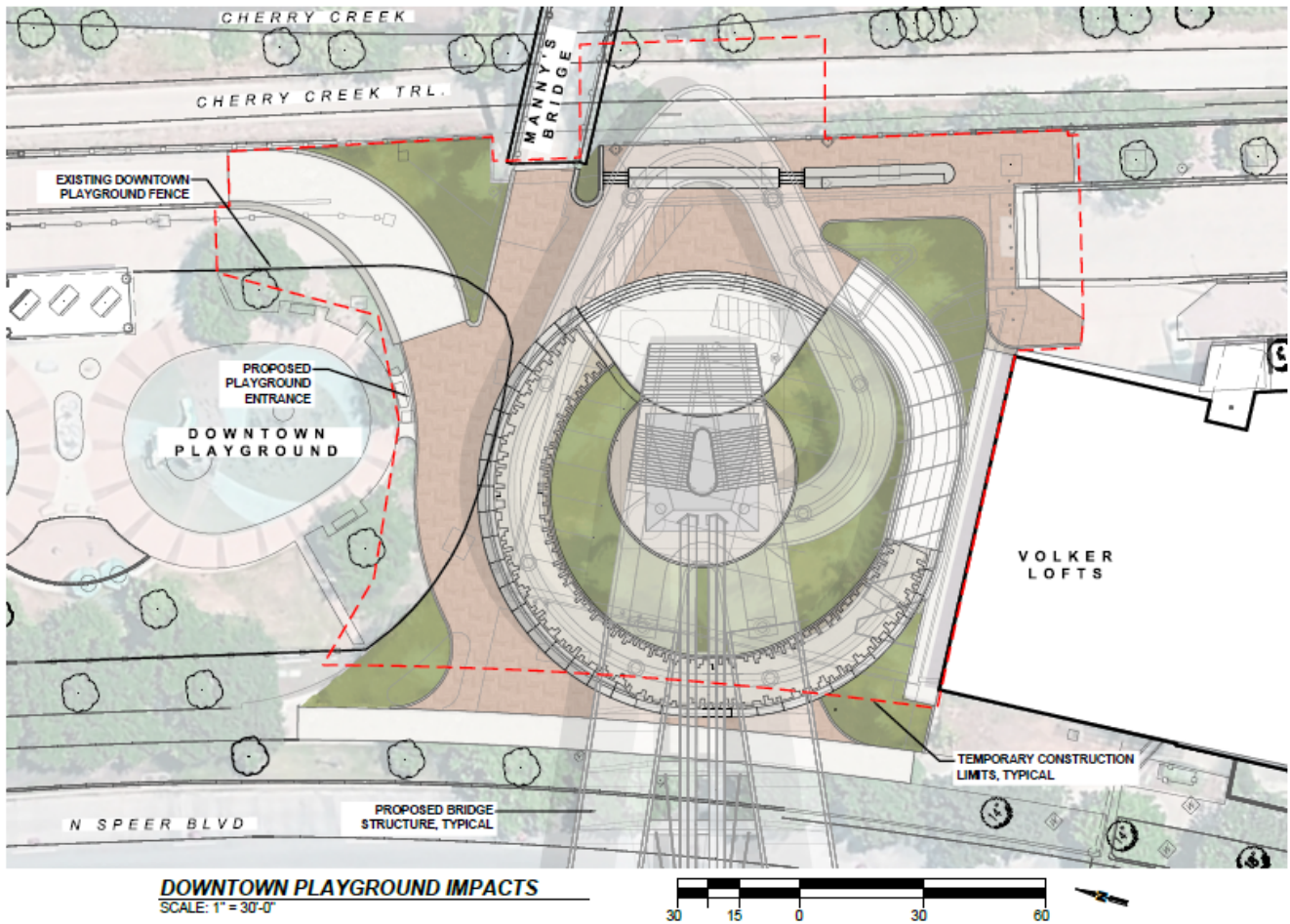


EXHIBIT C

BRIDGE ENGINEERING SUBMITTAL AND APPROVAL PROCESS

The Wynkoop Crossing design requires coordinated review due to its location in City ROW, landings on separate properties, and park interface. Developer shall maintain a Design Submittal Schedule with milestones. Table 1 below provides the planned submittals and review periods for the SDP and Engineering level documents. Design review packages will be transmitted through the three primary submittal pathways established for the project:

1. Tier III Encroachment Permit Application

- Required for permanent encroachments in City ROW. Initial application submittal responses that do not pertain to ROW encroachment will be resolved outside of the Tier III encroachment review process.
- Plan and profile level drawings illustrating the structure's horizontal and vertical limits within the right of way will be submitted for approval. Final signed and sealed structural plans and calculations may be deferred to the Bridge Engineering Submittals & Approvals process through the DOTI Manager in accordance with the terms of Section 9(a) of the Agreement.

2. Site Development Plan (SDP) Submittals

- The Arena side landing will be part of the LOT A SDP (record number 2025-SDP-0000247)
- The Developer will prepare a Site Development Plan (SDP) for the LoDo landing of Wynkoop Crossing to Community Planning and Development (CPD)
 - Will include Survey, Zone Lot Amendments, Site Plan, Grading and Utility Plan, general Landscape Plan, and elevations of proposed structural elements and clearances.
 - Due to complex geometry of site grades, stairs, and the ramp, reasonable acceptance of minimal overhead clearance will be required.
 - Exempt items from LoDo SDP: fire sheet, floorplans, roof plans, Transportation Demand Management (TDM), Affordable Housing Plan, Address Assignment, Transportation Engineering Plan (TEP).

3. Bridge Engineering Submittals & Approvals

- **Foundation Submittal & Approval**
 - The foundation design will be advanced to the point where loads and forces are engineered, enabling the Engineer of Record to sign and seal the foundation package.
 - This submittal will include construction drawings for drilled shafts, pile caps, and any necessary portions of the buttress, along with design calculations and specifications.
 - An in-progress set of remaining bridge elements will be provided for informational purposes to support the foundation review but will not form part of the required foundation approval.
- **Main Span Submittal**
 - Engineering design and Construction Documents for remaining Main Span bridge structural elements.
 - Design Calculations and Construction Specifications for this portion of work will be submitted for approval.

- An in-progress set of remaining bridge elements (LoDo Landing) will be provided for informational purposes to support review and approval of the Main Span but will not form part of the required approval.
- **LoDo Landing Ramp Submittal**
 - Engineering design and Construction Documents for remaining LoDo Ramp structural elements.
 - Design Calculations and Construction Specifications for this portion of work will be submitted for approval.

4. Additional Coordination Items

- Tree removal and mitigation coordination with Parks/Forestry/DOTI.
- Aerial easement approval over Cherry Creek Trail through Building Department

5. Applicable Design Standards

- Adopted city codes, rules and regulations, standards, specifications, and all applicable legal requirements current at the time of application

Bridge Entitlement & Engineering Approval Process

Bridge Entitlements (Wynkoop Crossing)		Submittal 1:	1st Submittal Comments:	Submittal 2:	2nd Submittal Comments:	Submittal 3:	3rd Submittal Comments:	Submittal 4:	4th Submittal Comments:	Signature Set/Final Submittal:	APPROVAL:
Lodo Landing SDP	Site Development Plan	3/10/2026	3/31/2026	6/1/2026	6/29/2026	N/A	N/A	N/A	N/A	8/11/2026	9/8/2026
Lodo Landing SSPR	Denver Water	3/10/2026	3/31/2026	5/29/2026	6/19/2026	N/A	N/A	N/A	N/A	8/4/2026	8/25/2026
Lodo Landing CASDP	Construction Activities Stormwater Discharge Permit	3/10/2026	3/31/2026	5/29/2026	6/19/2026	N/A	N/A	N/A	N/A	8/4/2026	8/25/2026
Lodo Landing DW	Denver Water	3/10/2026	3/31/2026	5/29/2026	6/19/2026	8/4/2026	N/A	N/A	N/A	N/A	8/25/2026
Foundation Permit		6/1/2026	6/29/2026	7/20/2026	8/10/2026	N/A	N/A	N/A	N/A	8/25/2026	9/15/2026
Main Span Building Permit		6/1/2026	6/29/2026	9/14/2026	10/5/2026	12/14/2026	1/8/2027	N/A	N/A	2/22/2027	3/15/2027
Landing Building Permit/SUDP		11/9/2026	1/12/2027	2/22/2027	3/15/2027	4/26/2027	5/17/2027	N/A	N/A	7/12/2027	8/2/2027

EXHIBIT D

BRIDGE LONG-TERM MAINTENANCE SCHEDULE*

**This Schedule should be read in conjunction with the Tier III Encroachment Permit requirements*

I. INSPECTION REQUIREMENTS

- A. The bridge shall be inspected by a qualified consultant engaged by or for the District and approved by the City and County of Denver (CCD) per the requirements listed in this document.
- B. All bridge inspections shall be completed per the requirements of the National Bridge Inspection Standards (NBIS) defined in Federal Regulation 23 CFR 650, Subpart C, and the Colorado Department of Transportation (CDOT) in accordance with the following:
 - 1. The Federal Highway Administration (FHWA) Specifications for the National Bridge Inventory (SNBI);
 - 2. CDOT Colorado Bridge Inspection Manual;
 - 3. CDOT Colorado Structure Inventory and Appraisal (SIA) Coding Guide;
 - 4. CDOT Colorado Structure Element Level Coding Guide;
 - 5. The American Association of State Highway and Transportation Officials (AASHTO) Manual for Bridge Evaluation (MBE);
 - 6. AASHTO Manual for Bridge Element Inspection (MBEI);
 - 7. FHWA Bridge Inspector's Reference Manual (BIRM).
- C. Inspection reports shall include all structure data items and element level coding per the standards and guidelines listed above.
- D. Supplemental photographs, sketches, tally sheets or other documents shall be completed to provide a clear understanding and documentation of structural defects and distressed bridge conditions.
- E. All information on the previous inspection reports shall be verified or otherwise corrected. This includes but is not limited to structure data items, element coding, quantities, structural drawings, and dimensions.
- F. If cracks or other flaws are suspected in steel members, non-destructive testing (NDT) (dye-penetrant, magnetic particle, or ultrasonic) shall be performed on the suspected portion to

accurately determine if cracks or other flaws are present. Consultants shall have the appropriate NDT equipment present at each steel structure inspection site.

- G. Each inspected bridge shall be located using GPS equipment or web-based mapping, i.e. Google Maps, Google Earth, etc., to obtain longitudes and latitudes at the center of the bridge.

II. CONSULTANT QUALIFICATIONS AND RESPONSIBILITIES

- A. All work assigned to the consultant shall be conducted by a qualified person on the consultant team. The qualified person is a professional with the necessary education, certifications (including registrations and licenses), skills, experience, qualities, or attributes to complete the work.
- B. For inspections, the individual in charge of the organizational unit, in charge of the inspection team, and the structure inspectors, shall meet the qualifications as stated in the Code of Federal Regulations, 23 CFR, 650.309.
- C. Individuals performing Nondestructive Testing (NDT) shall be qualified in accordance with the current edition of the American Society for Nondestructive Testing (ASNT) Recommended Practice No. SNT-TC-1A.
- D. For structures requiring rope access, inspectors shall obtain SPRAT (Society of Professional Rope Access Technicians) certification.
- E. The consultant shall be responsible for the complete inspection and reporting of each bridge per the requirements in this document.
- F. The consultant shall follow the procedures specified in Appendix A when an Essential Repair Finding (ERF) is encountered.
- G. The consultant shall follow the procedures specified in Appendix B when a bridge closure is required.
- H. The consultant shall verify that any vertical clearance signs or markings on the bridge are accurate. This information should be noted in the inspection report. The consultant shall notify the District and CCD when the actual measured vertical clearance is less than what is denoted on the sign/markings.
- I. The consultant shall conduct the work in accordance with all governing safety rules and regulations applicable to the work.

- J. The consultant shall provide verification of Consultant Qualifications to the the District or CCD upon request.

III. INSPECTION TYPES AND FREQUENCY

- A. The Initial inspection shall be completed no more than three months after the bridge is put into service. An Initial inspection includes collecting all Structure Inventory and Appraisal data, documenting bridge elements and quantities, determining a baseline of structural conditions, creating a bridge sketch, determining a load rating (where applicable), and collecting any other relevant bridge information.
- B. Routine inspections are regularly scheduled inspections consisting of visual observations and measurements needed to determine the physical and functional condition of the structure, to identify any changes from the Initial inspection or previously recorded conditions, and to ensure that the structure continues to satisfy present service conditions. Routine inspections are generally conducted from the deck, ground level, ladders, and water level for wadable flows less than 3 feet deep. Routine inspections shall be performed on a 36-month interval in perpetuity.
- C. A Special inspection shall be carried out when potentially serious damage is observed, and after extreme events such as vehicular impact or flood. Special inspections occur outside of the routine inspection cycle at the discretion of the District.

IV. STEEL BRIDGES & NONREDUNDANT STEEL TENSION MEMBERS (NSTM)

- A. A nonredundant steel tension member (NSTM) is a primary steel member fully or partially in tension, and without load path redundancy, system redundancy or internal redundancy, whose failure may cause a portion of or the entire bridge to collapse. Bridges with NSTMs are at elevated risk of sudden collapse due to the inability of the system or member(s) to redistribute load and maintain stability in the event of full or partial fracture of the section. This leads to a lower tolerance for fatigue cracking that can lead to sudden fracture.
- B. Some examples of bridges with NSTMs are two-girder systems, two-girder steel box sections, two-truss systems, tied arches, suspension spans, simply supported cross girders and pier caps, and two-girder systems using pin and hanger supports.
- C. A NSTM inspection shall be a hands-on inspection of the NSTMs, completed at the same time

as the Routine inspection. Hands-on inspection mitigates this risk by identifying cracks in NSTMs at the early stages of growth so that they are addressed before propagating.

- D. The consultant shall document and identify all NSTMs in the inspection report and structure sketch. It is important that the inspection of NSTMs be documented thoroughly and accurately.
- E. Structure pins shall be inspected at the same time as the Routine inspection. Perform a visual hands-on inspection of the structure pins without removing pin covers. For pins of pin-connected trusses and the pins and hanger straps of the connected girders, ultrasonic testing (UT) shall be conducted every other Routine inspection.
- F. Inspection of steel bridges may require other NDT methods, such as dye penetrant or magnetic particle, as determined necessary by the consultant.

V. REPORTING

- A. The consultant shall provide electronic copies of final inspection reports, supporting documents and photos with original signatures, to the District.
- B. Inspection reports shall be made available upon request from the City and County of Denver (CCD). The District or designated consultant shall send electronic documents to DOTI.Bridges@denvergov.org within 7 days of each request.
- C. Each inspection report shall be finalized, filed and submitted no later than 3 months after the date the inspection was completed.
- D. The report that is submitted following each inspection shall, as a minimum, contain the following:
 - 1. Date(s) and time(s) of inspection
 - 2. Type of inspection performed and method of access
 - 3. Names and signatures of inspectors
 - 4. Weather conditions at time(s) of inspection
 - 5. Structure data items in a format agreed upon with the Owner
 - 6. Element level inspection data in a format agreed upon with the Owner. Element level data shall include quantities, condition states and notes for each structural element.
 - 7. Photos with clear captions:
 - a. General views of structure - elevations, approaches, top of deck, underside and

channels (where applicable)

b. Structural defects and notable inspection findings

8. Structure sketch showing plan, elevation and typical section of bridge

9. List of NSTMs

10. Maintenance recommendations for defects found, including recommended timeframes for each repair to be made

E. The following supplemental documents shall be submitted, where applicable:

1. Essential Repair Finding (ERF) memos

2. Load rating summary sheet

F. If a bridge is rated or re-rated, all rating calculations and a new load rating summary sheet shall be submitted as part of the final deliverables. Rater's name and signature shall be included on the rating calculation package.

G. Your assigned asset tracking number shall be D-_____

H. Your initial inspection shall occur on this month_____ of this year _____ and every 36 months thereafter.

VI. FINAL REVIEW

A. Each inspection report will be reviewed by the CCD for completeness and consistency. Each incomplete or inconsistent report will be returned to the owner/consultant for review and for corrections.

B. The owner/consultant shall hold a final report presentation meeting with the CCD.

C. The bridge inspection engineer or his designee may accompany the consultant during field inspections or visit the office of the consultant to review procedures and inspection reports.

APPENDIX A: IDENTIFICATION OF ESSENTIAL REPAIR FINDINGS

A. **PURPOSE:** This appendix establishes the procedures of the CCD regarding the general subject of Essential Repair Findings (ERF). The term “essential repair” as contained within these procedures is intended to mean a structural or safety related deficiency that requires immediate follow-up inspection or action. Bridge postings and/or closings may result in short term adverse effects on the delivery of public and private service locally. However, they do not necessarily constitute an essential repair. Rather, deficiencies that compromise the ability of the structure to safely convey traffic are deemed to be essential repair findings requiring immediate identification, notification, correction, and follow-up.

B. **TYPICAL CONDITIONS:** The following represents typical but not all-inclusive inspection findings which are considered to be a ERF:

1. **Tension Members**

Tension members identified as fracture critical members within the Structure File Data and which are damaged by natural or impact forces.

2. **Load Capacity**

A condition which results in a restriction of the maximum acceptable load carrying capacity of a structure to some value less than 90 PSF or the design truck load.

3. **Concrete Structures**

- a. Concrete girders with over 30% of the primary moment steel severed.
- b. Loss of section in beam ends and/or spalls in concrete girder supports where girders have less than 80% bearing area remaining.
- c. Girders sheared at the ends to the extent that displacement has occurred.

4. **Steel Structures**

- a. Trusses with misalignment of a top chord member in an amount that exceeds half the width of the member.
- b. One element of a two-element bottom chord truss member being severed.
- c. The bottom flange of a steel girder being severed.
- d. Bottom chord truss members with over 30% section loss.
- e. Steel or aluminum culverts including super spans with unusual section displacement

and/or gaps at the point of overlap and cracks in bolt lines.

5. General – All Structures

- a. Substructure problems that threaten the structural integrity of the bridge.
 - b. Corrosion in steel piling that affects the carrying-capacity of the structure.
 - c. Trip hazards for pedestrians on the bridge deck or the transition to and from the bridge.
 - d. Damage to the pedestrian rail such that there is a fall danger to the public.
 - e. Failure of the bridge's light system.
- C. It shall be the responsibility of the bridge inspection team leader performing an inspection to be alert for conditions other than identified above which may also be considered an ERF. Such a finding shall be reported to the owner upon return from the inspection or, if deemed necessary, immediately by telephone or in person.
- D. The criticality of the deficiency will result in one or more of the following actions with an importance described as follow:
1. Immediate closure.
 2. Reduction of load limits.
 3. Urgent repairs.
- E. SPECIAL ACTIONS REQUIRED OF THE INSPECTION TEAM LEADER:
1. The team leader shall notify the owner by phone, or in person, when the actions identified as 1 through 3 above are appropriate. He or she should describe the unsafe condition and recommend immediate steps to be taken to insure safety to the traveling public.
 2. The team leader shall provide written confirmation to the owner for any action required by 1 above. Copies of the confirmation with supporting documentation shall be sent to the bridge inspection engineer with "cc" to project manager on all critical inspection finding correspondence.
 3. Within ten working days after an owner has been informed of a deficiency, the consultant shall contact the owner by phone to determine what action was taken. The consultant shall send a follow-up letter to the bridge inspection engineer describing what action was taken by the owner.
 4. The consultant shall notify the owner and CCD in writing of deficiencies within one week.

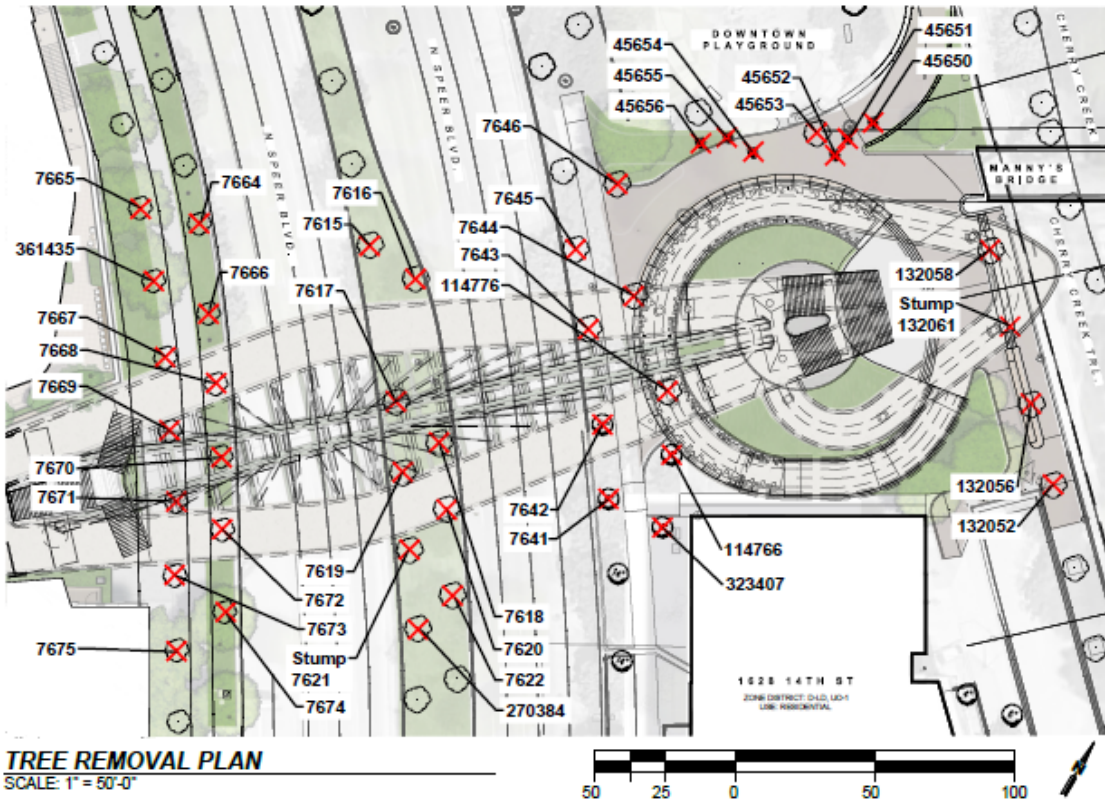
This notice should include comments relative to an appropriate repair. This does not mean that the consultant must provide a design for the repair. A copy of the notification shall be sent to the bridge inspection engineer for any essential repair finding.

- F. The bridge inspection engineer will follow-up with the owner as to any items brought to his attention per paragraph E.4 above and which are indicated to be unresolved.

APPENDIX B: BRIDGE CLOSURE REQUIREMENTS

- A. A bridge MUST BE CLOSED if it is not capable of carrying 80 psf. The District and CCD shall be notified immediately upon the decision to close a bridge.
- B. Bridges that require closure must be closed per the Manual on Uniform Traffic Control Devices (MUTCD) signing and barricading specifications. The “BRIDGE CLOSED” sign shall be placed at the point of physical closure. Secure fencing is also required to adequately secure the facility.
- C. This sign is to be accompanied by a permanent Type III barricade installation that completely closes the trail to the passage of pedestrians.
- D. Due to the tendency for the public to move and/or walk around barricades, particular effort should be made to ensure that a substantial installation is used.

EXHIBIT E TREE REMOVAL PLAN



SIDE ID	SPECIES	TRK DIM
7615	Honey Locust	6-12
7616	Honey Locust	6-12
7617	Honey Locust	10
7618	Honey Locust	10
7619	Honey Locust	10
7620	Honey Locust	10
7621	Stump	Stump
7622	Honey Locust	6-12
7641	Oak, English	10
7642	Oak, Bur	12
7643	Oak, English	12
7644	Elm, Acolade	12
7645	Oak, English	12-18
7646	Elm, Acolade	12
7664	Oak, English	6-12
7665	Redbud, Eastern	0-6
7666	Oak, English	12-18
7667	Oak, Swamp White	8
7668	Oak, English	10
7669	Oak, Swamp White	8
7670	Oak, English	10
7671	Oak, Swamp White	7
7672	Oak, English	9
7673	Oak, Swamp White	9
7674	Oak, English	6-12
7675	Oak, Swamp White	6-12
45650	Spruce, Blue	6
45651	Spruce, Blue	4
45652	Spruce, Blue	7
45653	Honey Locust	4
45654	Spruce, Blue	4
45655	Spruce, Blue	4
45656	Spruce, Blue	4
114766	Oak, Bur	4
114776	Oak, Bur	4
132052	Ash, Green	10
132056	Ash, Green	10
132058	Ash, Green	10
132061	Stump	Stump
270384	Coffeetree, Kentucky	0-6
323407	Oak, English	4
361435	Vacant	

EXHIBIT F-1

BRIDGE EASEMENTS

