

BRIDGE RESTORATION AGREEMENT

THIS BRIDGE RESTORATION AGREEMENT (this “Agreement”), is made and entered into as of the Effective Date (as hereinafter defined), by and between the **City and County of Denver**, a Colorado municipal corporation (the “City”), and **Delgany Bridge Restoration, Inc.**, a Colorado nonprofit corporation (“DBRI” and referred to herein together with the City as the “Parties” or each individually as a “Party”).

RECITALS

This Agreement is made with respect to the following facts:

A. The Delgany Bridge is a pedestrian bridge located in the City and County of Denver crossing the Cherry Creek River as generally shown on Exhibit A attached hereto (the “Bridge”). The Bridge is shown on the left side of Figure 1, and labeled “Delgany Pedestrian Bridge #1” in Figure 2, of Exhibit A. The Bridge is currently in a state of disrepair and is closed to public access.

B. There has been some historical uncertainty as to the ownership of both (i) the physical and structural components of the Bridge (the “Bridge Structure”), and (ii) the real property areas on and over which the Bridge Structure is located and occupies (the “Real Estate Interests”).

C. For a period of time, it was believed that the Bridge Structure was owned by BNSF Railway Company (“BNSF”). However, BNSF formally disclaimed any interest in the Bridge by instruments recorded in the real property records of the City and County of Denver (i) on December 15, 2022, under Reception Number 2022149445, and (ii) on December 15, 2022, under Reception Number 2022149446 (collectively, the “Disclaimers”).

D. The Greenway Foundation, a Colorado nonprofit corporation (“Greenway”), was also believed to have an ownership interest in the Bridge Structure. Greenway has not formally disclaimed any such interest.

E. The Parties wish to provide for the restoration and rehabilitation of the Bridge to meet current safety and other applicable standards (the “Bridge Rehabilitation”), open it to public access and use, and provide for the long term ownership and maintenance of the Bridge.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby promise and agree as follows:

1. **Line of Authority for Contract Administration for the City.** The Executive Director (“Executive Director”) of the City’s Department of Transportation and Infrastructure (“DOTI”), or her designee or successor in function, hereby authorizes and directs all work performed under this Agreement. The Executive Director shall designate an individual DOTI employee (referred to herein as the “Program Manager”) as the Executive Director’s authorized representatives for purposes of administering, coordinating and approving all work performed under this Agreement and to otherwise act on behalf of the City under this Agreement. The Executive Director expressly reserves the right to designate other authorized representative(s) to perform on the Executive Director’s behalf by written notice to DBRI. The Executive Director, or

her designee or successor in function, shall have the right and authority on behalf of the City to (1) execute any notices, approvals, agreements, or other written communications or documents as may be necessary in the administration of this Agreement or otherwise in connection with the Project (as hereinafter defined), (2) execute any amendments to this Agreement as may be necessary in connection with the design, construction, or funding for the Project, (3) take any other actions necessary to provide for the completion of the Project (and related activities) as contemplated under this Agreement. The Director of Real Estate for the City, or his designee or successor in function, shall have the right and authority on behalf of the City to (a) execute any and all documents, agreements, or other written instruments to provide for the transfer of real estate interests as contemplated under of this Agreement, including, without limitation, deeds, easements, bills of sale, or similar conveyance documents, and (b) take such other actions as may be required in connection therewith.

2. **Initial Closing.** Subject to the satisfaction or waiver of the Closing Conditions (as hereinafter defined), in order to provide for the initial rehabilitation of the Bridge, ownership of the Bridge Structure and the Real Estate Interests will be transferred to and acquired by DBRI. The transfer (the “Initial Closing”) shall be accomplished as follows:

(A) DBRI will attempt to obtain (i) a written transfer of ownership of the Bridge Structure from BNSF, and (ii) a written transfer of ownership of any Real Estate Interests relating to the Bridge from BNSF; provided that the Parties hereby acknowledge and agree that the Disclaimers constitute sufficient evidence of the absence of any claim to an ownership interest in the Bridge Structure or the Real Estate Interests by BNSF and will satisfy the requirement set forth in this Section 2(A).

(B) DBRI will obtain (i) a written transfer of any ownership in and to the Bridge Structure from Greenway, and (ii) a written transfer any ownership in and to any Real Estate Interests relating to the Bridge from Greenway.

(C) The City shall execute and deliver to DBRI (i) a quitclaim bill of sale (in the form of Exhibit B attached hereto) transferring any ownership interest in and to the Bridge Structure from the City to DBRI, and (ii) a quitclaim deed (in the form of Exhibit C attached hereto) conveying any ownership interest in and to the Real Estate Interests from the City to DBRI.

3. **Initial Closing Date.** The Initial Closing shall occur on a date, time, and place agreed to by the Parties (the “Initial Closing Date”) occurring within thirty (30) days after the satisfaction of following events:

(A) DBRI confirms in writing to the City that DBRI has obtained all of the documents described in Sections 2(A), 2(B), and 2(C) above.

(B) DBRI notifies the City in writing that each of the Closing Conditions set forth in Section 4 below have been achieved or that DBRI has elected to waive any or all of such Closing Conditions.

4. **Initial Closing Conditions.** The consummation of the Initial Closing shall be subject to the occurrence of the following events (collectively, the “Closing Conditions”):

(A) DBRI shall have received funding or financial commitments in an amount equal to not less than \$750,000.00 to be utilized to pay for the cost of the Project Design and Construction.

(B) DBRI or its Contractor shall have received all governmental permits and approvals necessary or required to complete the Construction.

DBRI shall have the right to waive either or both of the foregoing Closing Conditions by providing written notice of such waiver to the City.

5. Closing Actions and Failure to Consummate Initial Closing. At the Initial Closing, and on the Initial Closing Date, the Parties shall (i) share and exchange the items described in Sections 2(A), 2(B), and 2(C) above and cause such items to be recorded in the real property records for the City and County of Denver, and (ii) execute any related or necessary documents and take such other actions as may be necessary to transfer ownership of the Bridge Structure and the Real Estate Interests to DBRI. If for any reason, the Initial Closing has not occurred on or before December 1, 2026 (the “End Date”), either party shall have the unilateral right and option to terminate this Agreement by giving written notice of termination to the other Party at any time on or after the End Date and before the date on which the Initial Closing is consummated. In the event of such termination, neither Party shall have any rights, obligations, or liabilities to the other Party or otherwise arising under this Agreement.

6. Project Design. DBRI, at its sole cost and expense, shall be responsible for all aspects of designing (the “Project Design”) the work to be completed for the Bridge Rehabilitation (the “Project”), except that the City shall bear any costs for the City’s review and approval of the Design Documents (defined below). In connection therewith, DBRI shall engage a professional consultant (the “Design Consultant”) to fully scope, design, document, and prepare the plans, technical requirements, and specifications for the Project (the “Design Documents”). A professional engineer licensed in the State of Colorado satisfies DBRI’s requirement to hire a Design Consultant. DBRI will enter into, hold, and administer the contract with the Design Consultant for the Project (the “Design Contract”). The Project Design, and all Design Documents, shall be (i) in compliance the applicable code requirements as required by the authorities having jurisdiction, which is based on the current International Building Code and the City and County of Denver amendments and the requirements for the Project, including, without limitation, the applicable codes, ordinances, and permits and the criteria set forth on Exhibit D attached hereto (the “Construction Criteria”), and (ii) subject to the prior written approval of the City. All Design Documents shall be provided by DBRI to the City for the City’s review and approval, which the City will not unreasonably withhold. In no event shall the City have any responsibility or liability to DBRI for any aspect of the Project Design or the Design Documents and DBRI hereby waives and releases the City from and against any and all claims relating to the Project Design and/or the Design Documents of any kind or nature whatsoever.

7. Construction. DBRI, at its sole cost and expense, shall be responsible for all aspects of constructing and completing the Project in accordance with the Design Documents and in compliance with the Construction Criteria (the “Construction”). DBRI shall engage a qualified prime construction contractor (the “Contractor”) to perform all work necessary to complete the Construction. A professional general contractor, or a firm employing such professionals, with demonstrated experience in bridge rehabilitation or comparable structural projects satisfies DBRI’s requirement to hire a qualified Contractor. The Construction shall be performed by the Contractor at the direction of DBRI. The Construction shall be completed in conformance with all of the Design Documents and in compliance with all of the Construction Criteria. The City shall have the right to inspect the Construction effort during and after the work in progress. DBRI shall not permit any changes to the Design Documents or the elements of Construction without the prior written approval of the City’s Project Manager. DBRI and/or the Contractor shall be responsible for obtaining and maintaining any and all permits or approvals necessary for the

Construction work. In no event shall the City have any responsibility or liability to DBRI for any aspect of the Construction or work on the Project and DBRI hereby waives and releases the City from and against any and all claims relating to the Construction and work of any kind or nature whatsoever. DBRI will require the Contractor to provide a 3-year warranty from the date of the Contractor's substantial completion of the Project.

8. **Completion of Construction.** DBRI shall notify the City when the Construction has reached full and final completion. The City shall have the right to inspect the Construction and note any non-conforming conditions or deficiencies in the work (the "Non-Conforming Conditions"). The City shall use its best efforts to inspect the Construction and note the Non-Conforming Conditions in a timely manner. DBRI shall cause any and all such Non-Conforming Conditions to be fully corrected and completed following such inspection. Upon final inspection and acceptance by the City of the Construction (including completion of any Non-Conforming Conditions), the Parties shall arrange for a transfer and conveyance of the Bridge Structure and the Real Estate Interests from DBRI to the City (the "Final Closing"). DBRI shall transfer and the City shall accept the transfer of the Bridge Structure and Real Estate Interests at the Final Closing at no cost to the City. DBRI shall remain responsible for all aspects of the Bridge until the consummation of the Final Closing.

9. **Final Closing.** The Final Closing shall be scheduled at a time and place mutually approved by the Parties, but no later than thirty (30) days after the City has accepted the Construction (the "Final Closing Date"). At the Final Closing, and on the Final Closing Date, the Parties shall take the following actions:

(A) DBRI will execute and deliver to the City a bill of sale (in form and substance reasonably acceptable to the City) transferring ownership of the Bridge Structure from DBRI to the City.

(B) DBRI will execute and deliver to the City a deed (in form and substance reasonably acceptable to the City) conveying ownership of the Real Estate Interests from DBRI to the City.

(C) DBRI shall execute and deliver to the City a non-exclusive assignment of all warranties and contract rights set forth in the Design Contract relating to any and all work on the Project (in form and substance reasonably acceptable to the City).

(D) DBRI shall execute and deliver to the City a non-exclusive assignment of all warranties and contract rights set forth in the Construction Contract relating to any and all work on the Project (in form and substance reasonably acceptable to the City).

(F) The Parties shall each take or cause to be taken such other actions, and/or execute such other documents or instruments, as may be reasonably necessary to complete the transaction contemplated herein.

If each of the foregoing items are delivered, the Parties must consummate the transfer of the Bridge Structure and Real Estate Interests. If any of the foregoing items are not delivered, or if the Parties are unable to reach mutual agreement on any element necessary to consummate the Final Closing after a reasonable period of time and reasonable efforts, either Party may terminate this Agreement by written notice delivered to the other Party.

10. **No Discrimination in Employment.** In connection with the performance of any work under this Agreement, DBRI 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. DBRI agrees to insert the foregoing provision in any contracts or subcontracts relating hereto.

11. **Notices.** Any and all notices or other communications required by this Agreement (or otherwise relating to 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: Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, CO 80202

to DBRI: Delgany Bridge Restoration, Inc.
c/o Brenda Roy
1312 17th St., #587
Denver, CO 80202

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

12. **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.

13. **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.

14. **Governing Law.** 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 District Court in and for the City and County of Denver.

15. **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. DDRI 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.

Delgany Bridge Restoration, Inc.,
a Colorado nonprofit corporation

By: 

Title: President

Date: June 11, 2026

[CITY’S SIGNATURE PAGE ATTACHED]

Contract Control Number:

DOTI-202685017-00

Contractor Name:

Delgany Bridge Restoration, Inc.

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:

EXHIBIT A

[Description of Personal Property]

EXHIBIT A

Figure 1. Bridges at the intersection of Delgany Street over the Cherry Creek.



Figure 2. Aerial of the bridges at Delgany Street over Cherry Creek.



EXHIBIT B

QUITCLAIM BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, THAT THE **CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation of the State of Colorado ("City") for consideration of **TEN and NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which are hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto _____, a _____ ("Transferee"), without warranty or representation of any kind, including, without limitation, any express or implied warranties, the improvements, personal property, equipment and fixtures more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference ("Improvements").

IN WITNESS WHEREOF, the City has executed this Quitclaim Bill of Sale this ____ day of _____, 20__.

CITY AND COUNTY OF DENVER, a home rule
city and municipal corporation of the State of
Colorado

By: _____
Print Name: Michael C. Johnston
Title: Mayor

Approved as to form:

DENVER CITY ATTORNEY

By: _____
Assistant City Attorney

EXHIBIT C

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this _____ day of _____, 2023, between the CITY AND COUNTY OF DENVER, a home rule city and municipal corporation of the State of Colorado, with an address of 1437 Bannock Street, Denver, Colorado 80202 ("Grantor") and _____, a _____, with an address of _____ ("Grantee").

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to the said Grantor in hand paid by the said Grantee, the receipt whereof is hereby confessed and acknowledged, hath remised, released, sold, conveyed and quit claimed, and by these presents doth remise, release, sell, convey, and QUIT CLAIM unto the said Grantee, its assigns forever, without warranty of title or any other warranty or representation whatsoever, all the right, title, interest, claim, and demand which the Grantor hath in and to the following real estate with all its appurtenances, situate, lying and being in the City and County of Denver, State of Colorado, to wit:

See EXHIBIT A attached hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee, and its assigns forever.

IN WITNESS WHEREOF, the said Grantor has executed this deed on the date set forth above.

GRANTOR:

CITY AND COUNTY OF DENVER,
a home rule city and municipal corporation
of the State of Colorado

By: _____
Michael C. Johnston, Mayor

ATTEST:

By: _____
Paul D. Lopez,
Clerk and Recorder,
Ex-Officio Clerk of the
City and County of Denver

Approved as to form:

DENVER CITY ATTORNEY

By: _____
John McGrath, Assistant City Attorney

EXHIBIT D

Proposed Bridge Improvements:

The following proposed bridge improvements have been informed by prior bridge inspection reports:

- Remove and replace the bridge structural deck and wearing / walking surface. It is the city of Denver's opinion that the deck should be constructed of concrete.
- Remove and replace the bridge guard rails to meet AASHTO and IBC requirements.
- Repair all connections that have deteriorated.
- Repair the X bracing rod that is broken below the bridge deck
- Remove vines and vegetation from the bridge members
- Remove areas of rust and pack rust at connections and steel plates
- Remove all soil and dirt that exists at the bottom chord of the truss.
- Optional items:
 - Clean or sand blast the bridge members
 - Paint or seal the bridge members

Proposed Bridge Due Diligence / Engineering (To be completed prior to City taking ownership)

- Provide a "hands on" inspection of the entire bridge by qualified bridge engineer.
 - Note areas of rust to be removed during inspection.
 - Record any areas of section loss of the bridge members for future capacity analysis.
 - Document any member distortions. Note that we know some Eye-bars have been damaged.
- Issue a bridge inspection report.
- Provide a structural analysis of the overall bridge, each individual member, and a cursory review of all connections using the AASHTO Pedestrian bridge code with the following criteria:
 - Design Standards: The overall bridge and walking surface structures will follow AASHTO LRFD Bridge Design Specifications and the CDOT Bridge Design Manual.
 - Design shall be in accordance with the AASHTO Standard Specifications for Highway Bridges, except as modified by the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges.
- Issue a structural analysis report.
- Develop bridge rehabilitation drawings that address all items that need to be repaired or replaced for the bridge to be a functional pedestrian bridge.
- Apply for building permits through City and County of Denver building department to rehabilitate the bridge.
- Complete the bridge rehabilitation work.