EXHIBIT F

EASEMENT AGREEMENT
(WEST ALAMEDA AVENUE BRIDGE OVER SOUTH PLATTE RIVER – PE-208A and PE-208B)

THIS **EASEMENT AGREEMENT** (this "Easement Agreement") is made and entered into as of the ____ day of September, 2015, by and between the **CITY AND COUNTY OF DENVER** ("Grantor"), with a mailing address of 1437 Bannock Street, Room 350, Denver, Colorado 80202, and the **DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO** ("Grantee"), with a mailing address of 2000 South Holly Street, Denver, Colorado 80222 (individually a "Party" and collectively, the "Parties").

Subject to and in accordance with the terms, covenants and conditions contained in this Easement Agreement, the Parties agree as follows:

I. **CONSIDERATION**. For and in consideration of those promises and agreements previously bargained for under the Agreement between Grantor and Grantee dated _____, 2015 (Denver Contract Control # _____), Grantor has agreed to grant two easements to Grantee for the construction of a West Alameda Avenue bridge over the South Platte River and the South Platte River Trail, as set forth in this Easement Agreement.

II. **GRANT**. Grantor hereby grants to Grantee two easements including surface and subsurface support and access, ingress and egress (the "Easement") to construct, reconstruct, maintain, repair, replace and use an elevated structure for vehicular traffic, including without limitation support columns, structures and systems, and utilities necessary for the powering of and communicating with such systems above, over, within and upon certain real property located in the City and County of Denver, State of Colorado, as such real property is more particularly described on **Exhibit 1** attached hereto and incorporated herein by this reference ("Easement Property"). This grant of an Easement is subject to all existing easements and encumbrances of public record on the Easement Property, any existing utilities and drainage systems located on the Easement Property (even if there is no recorded easement), and the legal rights and obligations the Grantor may have with respect to the South Platte River and the South Platte River Trail.

III. **RESERVED RIGHTS**. Except as provided below, Grantor retains the right to use and occupy the Easement Property insofar as such use and occupancy is consistent with and does not impair the Grantee's use of the Easement Property.

A. No Obstructions. Grantor covenants and agrees that no building, structure, tree, or any above or below ground obstruction that will substantially interfere with the purposes for which the Easement is granted is now or may be placed, erected, installed or permitted on the Easement Property without the prior written permission of the Grantee which permission shall not be unreasonably denied or conditioned. Grantor agrees that, in the event of a violation of its covenant not to obstruct, such violation shall immediately be corrected by Grantor upon receipt of written notice from Grantee, or, Grantee may itself elect to correct or eliminate such violation.

B. Improvements. Notwithstanding the covenant in Sub-section III.B. above, Grantee hereby acknowledges and accepts all improvements existing on, under or over the Easement Property as of the date of this Agreement, including any future replacements or relocations thereof (collectively, the "Improvements"). The Improvements include, but are not

limited to, the South Platte River Trail, utilities, and structures for regulating the flows of the South Platte River. Grantor hereby reserves the right to maintain, repair, replace, and relocate the Improvements at any time and at its own expense and shall do so as to avoid any damage or harm to the Grantee's authorized use of the Easement Property. In its use of the Easement Property, Grantee shall avoid causing any damage or harm to any of the Improvements and shall be responsible, at its own expense, for immediately and properly repairing or replacing any Improvements so damaged or harmed.

IV. **SUCCESSORS AND ASSIGNS**. Each and every one of the benefits and burdens of this Easement Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the Parties and all covenants shall apply to and run with the land unless otherwise specifically noted.

V. **APPLICABLE LAW**. This Easement Agreement shall be interpreted and enforced according to the laws of the State of Colorado. In the event of any dispute over the terms and conditions of this Agreement, the exclusive venue and jurisdiction for any litigation arising hereunder shall be in the City and County of Denver District Court of Colorado.

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement as of the date first written above.

[Remainder of Page Deliberately Left Blank. Signature Blocks on Next Two Pages.]

GRANTOR:

ATTEST:

CITY AND COUNTY OF DENVER
STATE OF COLORADO

_____
Debra Johnson, Clerk and Recorder and
Ex-Officio City Clerk for the City and County
of Denver

_____
MAYOR

APPROVED AS TO FORM:

D. Scott Martinez, City Attorney

_____
Assistant City Attorney

STATE OF COLORADO)
) s s.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ___ day of September, 2015, by _____ as _____ Mayor of the City and County of Denver, State of Colorado.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

ACCEPTED BY:
GRANTEE:

DEPARTMENT OF TRANSPORTATION,
STATE OF COLORADO

By:_____

Print name: _____

Title: _____

STATE OF COLORADO)
) s s.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ___ day of September, 2015, by _____ as _____ for the Department of Transportation, State of Colorado.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

Approved as to Legal Form:

By:_____