

**DEVELOPMENT AGREEMENT**  
(High Point)

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010 ("Effective Date"), by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation (the "**City**"), and **LNR CPI HIGH POINT, LLC**, a Colorado limited liability company ("**LNR**"), with respect to the following facts:

A. LNR is the owner of the property (the "**Site**") included in that certain general development plan entitled General Development Plan, recorded on October 6, 2005, at Reception No. 2005169315, in the office of the Clerk and Recorder of the City, as amended by a GDP Administrative Amendment approved on March 16, 2007. The General Development Plan is being further amended consistent with this Agreement (the "**GDP Amendment**"). When used herein, the term GDP shall mean the GDP as modified by the GDP Amendment.

B. LNR contemplates a mixed use development as allowed by its current zoning.

C. LNR also owns additional adjacent property located within the City of Aurora, which is being jointly planned and developed with the Site.

D. Development of the Site (the "**Project**") will require substantial investments in infrastructure improvements and public facilities, including, without limitation, streets, drainage facilities, sanitary sewer facilities, water lines, parks and recreation facilities that will serve the needs both of the Site and the surrounding neighborhoods of the City. Completion of these improvements and facilities will require substantial investments by LNR and other future owners of portions of the Site, and resulted in the creation of the Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13 and Colorado International Center Metropolitan District No. 14 (collectively the "**Districts**"). Future agreements may be required and are contemplated to deal with other aspects of the Project.

E. The City and the Denver High Point at DIA Metropolitan District ("**High Point District**") have entered into a City Intergovernmental Agreement dated September 2, 2008 (City Clerk Filing No. 08-807), which deals with the funding of certain infrastructure which will be required for the Project and the region. In the event the High Point District fails to make certain required payments, LNR has agreed to make such payments on behalf of the High Point District, as set forth in the Funding Agreement City IGA Obligations between the City, LNR and the High Point District dated September 2, 2008 (City Clerk Filing No. 08-807-A).

F. In connection with the Project, LNR plans to construct a recreation facility (the "**Residents Club**") in the southern half of planning area PA-31, as such planning area is depicted on the amended GDP, contiguous to the Neighborhood Park as hereinafter defined. The Resident's Club shall be for the use of the residents of the Project. LNR and the Districts or their assignee shall retain ownership of the Residents Club.

10-714

G. LNR and the City now desire to enter into this Agreement in order to effectuate the preservation and transfer of certain public lands and the completion and utilization of certain improvements as stated herein.

NOW THEREFORE, in consideration of the foregoing, the covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

1. **Obligated Parties.**

(a) **"Owner" Defined.** As used in this Agreement, the term "**Owner**" shall include the current title owner(s) (the signatory to this Agreement) of the City Property, as "City Property" is defined in Paragraph 2 of this Agreement, and any successor(s) in interest to the City Property (other than the City) including but not limited to any of the Districts. To the extent that any title or interest in the City Property is transferred or all or certain obligations or rights under this Agreement are assigned or delegated to any other interest holder(s) of the City Property, including but not limited to deed of trust holders or other lenders, leaseholders, or any agents or contractors of the current owner(s) or any successor(s) in interest (other than the City), the term "Owner" shall be applicable to, and enforceable against, said persons or entities in order to assure full and faithful performance of this Agreement.

(b) **Transfer or Assignment.** The current owner(s) or any private successor in interest of the City Property shall not transfer any title to the City Property or assign any obligations or rights under this Agreement to any one of the Districts, or to any other special district or governmental entity, unless appropriate agreements have been entered into between the applicable district(s) and the City whereby the districts(s) have agreed to undertake such obligations and responsibilities and have demonstrated its or their financial ability to assume and honor the specified obligations and responsibilities under this Agreement. The parties acknowledge that in addition to an intergovernmental agreement among the City and the district(s), a service plan amendment may be required by state law or City Code for the district(s) to be authorized to undertake the specified obligations and responsibilities under this Agreement. The City shall retain all rights to legal recourse against the current owner(s) or any private successor(s) in interest to the City Property if the City is not reasonably satisfied that the transfer or assignment was completed in compliance with this Paragraph 1.

The rights and obligations under this Agreement may not be assigned to any entity without the prior written consent of the other party; provided, however, that the consent of the City shall not be required with respect to a) any assignment by Owner to an LNR affiliate or subsidiary, b) any "upstream" assignment or transfer by reason of a corporate recapitalization, merger, sale or similar reorganization of LNR provided same is not undertaken for purposes of avoiding the City's consent rights hereunder or c) any assignment for financing purposes (with the understanding that the requirements of paragraph 2.(c)(ii) of this Agreement shall remain in effect). In the event the City is requested to approve any future assignment of all or any portion of its rights and/or obligations under this Agreement to a successor owner of all or any portion of the Project, the City (through its administrative approval process) will not unreasonably withhold such consent provided the successor owner can demonstrate, to the reasonable satisfaction of the City, sufficient financial capability to perform any outstanding obligations of Owner hereunder. If this Agreement is assigned as permitted herein, all the covenants and agreements herein

contained shall be binding upon and inure to the benefit of the successors, assigns, heirs and personal representatives of the respective parties. Except to the extent otherwise provided in Paragraph 1 of this Agreement and after the reasonable satisfaction of the City, the express assumption of any of Owner's obligations under this Agreement by its assignee shall thereby relieve Owner of any further obligations under this Agreement with respect to the matter so assumed.

2. **City Property.** Owner agrees to transfer fee simple title to the City of certain property depicted on the drawings attached as Exhibits B and D, and incorporated herein by reference ("**City Property**"), as said City Property is further described in this Sub-paragraph 2(a) and in the manner and subject to the requirements provided in this Paragraph 2.

(a) **List of City Property.** The following are City Property to be eventually owned by the City and utilized for the purposes described below:

(i) **Neighborhood Park.** The area labeled "PA-16, Park Facility" on Exhibit D, consisting of no less than 8.8 net acres of vacant land, shall be created and preserved as the Neighborhood Park to provide active and passive recreational and leisure activities and uses for the Project and the citizens of Denver. The net acres of the Neighborhood Park do not include the petroleum line easement described in that certain Right-of-Way Contract filed of record in Book 1708 at Page 93 of the official Public Records of Adams County, State of Colorado, as such is amended by that certain Amendment of Right-of-Way Agreement, recorded on June 18, 2007 at Reception No. 2007093751 in the records of the City and County of Denver, State of Colorado.

(ii) **Open Space.** The areas on Exhibit D labeled "PA-12, Open Space" and "PA-16a, Open Space," and the areas more particularly described in Exhibit C and labeled on Exhibit B as "Open Space PA-21A," "Open Space PA-21E," "Regional Trail/Open Space PA-21B, PA-21C, PA-21D, PA-21F," collectively consisting of no less than 15.36 net acres of vacant land per the Exhibit A table, shall be created and preserved as Open Space to provide passive recreational and leisure activities and uses, natural area, wildlife habitat, and similar amenities to the Project and the citizens of Denver, except that a portion (not to exceed one and one half acres) of Open Space PA-21A, may be utilized as a dog park as provided in this Agreement. The net acres of the Open Space do not include areas within water quality and drainage conveyances (see Sub-paragraph 2(b) below).

(iii) **Trail Corridor.** The regional trail corridor depicted on the Exhibits B and D drawings and more particularly described on Exhibit C, situated adjacent to the West Fork of Second Creek shall be created and preserved as an 80 foot wide Trail Corridor for use as a regional trail system and open space area to serve the Project and the citizens of Denver. The minimum 80 foot width shall be maintained for the trail corridor except in grade separated right-of-way crossings and underpasses.

(iv) **West Fork of Second Creek.** The area within the 100 year flood plain line as depicted on the Exhibits B and D drawings, shall be created and preserved for drainage and flood control for the West Fork of Second Creek and as a water feature to complement the public use of Neighborhood Park, Open Space, and Trail Corridor and shall be

created in accordance with Urban Drainage and Flood Control District ("**UDFCD**") criteria such that it shall be eligible for maintenance by UDFCD.

(v) Commercial Park. An area of no less than 1.7 acres of contiguous vacant land shall be created and preserved within one-quarter mile radius of the intersection of 71<sup>st</sup> Avenue and Dunkirk Street as depicted on Exhibit E. If a rail transit center is to be located by the Regional Transportation District ("**RTD**") in the vicinity of 72<sup>nd</sup> Avenue, the Commercial Park shall be located and constructed, in accordance with City standards and requirements, so that the Commercial Park will serve primarily as a public transit plaza. If a rail transit center is not to be located as provided above, then the Commercial Park shall be located so that it will be a developed park to serve the surrounding commercial development and the citizens of Denver.

(b) Ponds & Detention. The property described in Exhibits B and D for the Neighborhood Park, the Open Space, the Trail Corridor, and the Commercial Park is expected to be accessible dry land. Any proposals for any open water bodies, streams, or water features to be located on the Neighborhood Park, the Open Space, the Trail Corridor, or the Commercial Park must be depicted in the Park Development Plan, as defined hereinafter, and approved in writing by the Manager of the Denver Department of Parks and Recreation ("**Parks Manager**"). Unless agreed upon by the Parks Manager in writing, no water quality ponds or storm water detention facilities or their associated conveyances, whether delivering water to or taking water away from such a pond or facility ("**WQ/Drainage Facilities**") shall be located on any portion of the property depicted in Exhibits B and D that will be part of the Neighborhood Park, the Open Space, the Trail Corridor, or the Commercial Park. Such WQ/Drainage Facilities are to be typically located on property owned by the Owner within the Project or on land separately conveyed to the City (if so required by Denver Department of Public Works ("**Public Works**"). Ponds shall be constructed with an engineered wetland bottom and wetland vegetation, and shall be maintained with a sufficient flow of water to support the wetland vegetation. The Owner will monitor the vegetation monthly, and in the event that the vegetation is being stressed by lack of moisture, Owner shall purchase potable water from the City water lines which currently exist in Argonne Street. Owner shall be responsible for all costs associated with the installation of any water line connection, irrigation system, and related tap fees. WQ/Drainage Facilities that are approved by the Parks Manager to be located on the Neighborhood Park, the Open Space, the Trail Corridor, or the Commercial Park, shall be maintained, repaired, and replaced by the Owner, at the Owner's sole expense. Any major repairs, replacements, or enhancements to the WQ/Drainage Facilities shall be made by the Owner only upon approval of complete plans submitted in advance to the Parks Manager and subject to applicable criteria and requirements of Public Works and UDFCD. Vegetation and seeding for WQ/Drainage Facilities shall be installed and maintained in a manner consistent with vegetation and seeding on the Open Space and the Trail Corridors underlying or adjoining the location of the WQ/Drainage Facilities.

(c) Conveyance Requirements.

(i) Means. Title to the City Property shall be conveyed by general warranty deed immediately following the completion, and following acceptance by the City, of the improvements specified in Paragraph 3 below, unless the City and Owner mutually agree in writing to a transfer at another specified time. At the time of conveyance, any warranties related to the improvements shall be transferred to the City. After conveyance to the City, LNR will

cooperate with the City to ensure all warranties are met. Transfer of the City Property to the City prior to completion of all required improvements on City Property shall not affect, modify or reduce the obligations of Owner to satisfactorily and timely complete the improvements specified in Paragraph 3 below.

(ii) Quality of Title. Unqualified fee simple title must be transferred to the City for all City Property. All financial liens on the City Property, including but not limited to deeds of trust, mechanic's liens, special district liens, and tax liens, must be completely paid and/or released with respect to the City Property. All other encumbrances on the City Property must be released or relinquished, except for those clearly documented encumbrances which are acceptable to the City, at its reasonable discretion.

(iii) Environmental Requirements. Prior to transfer of title, the City will require Owner to arrange for the preparation, at Owner's sole cost and subject to City environmental standards, and submittal to the City an update of the environmental assessment report establishing that unacceptable environmental conditions do not exist on or, if located off-site, will not impact the City Property. Whether environmental conditions are not acceptable shall be determined at the reasonable discretion of the Denver Department of Environmental Health. If such unacceptable environmental conditions exist, the City may refuse to accept title until such time as the City is reasonably satisfied that the unacceptable environmental condition has been satisfactorily removed, contained, or remediated in accordance with federal, state, and local laws, and any necessary or appropriate federal or state approvals, orders, or consents are obtained and provided to the City.

(d) Boundary Adjustment. In the event the legal description of the Open Space or Trail Corridor needs to be adjusted from what is depicted on Exhibit B to accurately reflect the final configuration of the Open Space or Trail Corridor, the legal description of the Open Space and Trail Corridor attached to this Agreement and the GDP may be amended by an administrative approval process requiring the consent of the Parks Manager, the Manager of the Denver Department of Public Works, and the Manager of Community Planning and Development.

3. City Property Improvements. Owner agrees to construct, at its sole cost, on the City Property the improvements (collectively the "City Property Improvements") in the manner and subject to the requirements provided in this Paragraph 3.

(a) Park Development Plans. Plans and specifications shall be prepared by Owner for all City Property Improvements. A development plan comprised of the components set forth in the Department of Parks and Recreation's Planning, Design and Construction Standards shall be prepared, at the Owner's sole cost, and submitted to the Parks Manager for prior, written approval of all improvements and improvement locations described in this Paragraph 3 ("Park Development Plan"). Owner shall be responsible, at Owner's sole cost, for obtaining and maintaining any federal, state, or City permits necessary for making the improvements and for assuring that all improvements comply with all applicable federal, state, and City laws, rules, regulations, directives, standards, and guidelines, including but not limited to the Department of Parks and Recreation's Planning, Design and Construction Standards, Denver's Regional Trail Standards contained in the adopted Bicycle Master Plan, the 2005

Restroom Master Plan, and applicable specifications and standards of Public Works and UDFCD. All plans for construction of improvements by or on behalf of Owner shall comply with the approved Park Development Plan unless the Parks Manager has reviewed any proposed changes prior to construction and approves the proposed changes in writing. The City reserves the right, at the City's cost, to inspect the construction as it progresses and to test or otherwise confirm the quality of materials used or installed. Grading on City Property prior to transfer of title to the City is prohibited except when the City approves the grading plan to comply with minimum drainage and flood control requirements established by UDFCD or except when the grading plan is according to the approved Park Development Plan.

(b) Neighborhood Park. Owner shall construct the Neighborhood Park. In connection with the development of the Neighborhood Park, Owner shall provide the following amenities in accordance with the approved Park Development Plan:

(i) Informal Playfield. Within the Neighborhood Park, Owner shall construct an informal playing field area approximately 250 feet by 450 feet in size at no more than a two percent (2%) grade variation.

(ii) Landscaping and irrigation system.

(iii) Two low water creek crossings (the "**Creek Crossings**") and a pedestrian/bike bridge (the "**Pedestrian Bridge**") to be located across the West Fork of Second Creek between Dunkirk Street and High Point Boulevard, so as to provide public access from residential areas located on the west side of the West Fork of Second Creek to the Neighborhood Park on the east side of West Fork of Second Creek. A conceptual drawing of the Creek Crossings is attached as Exhibit F. Design of the Pedestrian Bridge shall be governed by the current design specifications of the American Association of State Highway and Transportation Officials (AASHTO), supplemented with the current edition of American Institute of Steel Construction (AISC) including the Design Specification for Steel Hollow Structural Sections, further supplemented with the current edition of American Welding Society (AWS) D1.1 Structural Welding Code, as modified and further supplemented herein. The Pedestrian Bridge shall be made of good and durable materials and shall meet all applicable code, ADA, and pedestrian/bicycle standards of the City and County of Denver. The plans and design calculations for the Pedestrian Bridge shall be prepared, sealed and signed by a licensed Professional Engineer registered in the State of Colorado. The deck of the Pedestrian Bridge shall not be located in the floodplain of the West Fork of Second Creek, as such floodplain currently exists or as it may be amended in the future through efforts of the Owner. In addition, the Pedestrian Bridge shall be completed in accordance with the following standards:

- (1) The bridge shall be constructed with a four inch (4") high continuous toe board;
- (2) The bridge shall be constructed with a camber not exceeding 1:50 (i.e., a 1 foot rise in 50 feet);
- (3) The bridge shall be constructed with self-weathering steel having a minimum yield strength greater than 50,000 PSI;

- (4) The bridge decking shall consist, at a minimum, of six inch (6") thick reinforced concrete;
- (5) The bridge shall be designed for an evenly distributed live load of eighty-five (85) pounds per square foot;
- (6) The bridge shall be designed and load posted to withstand a 10,000 lb vehicle plus 30% for impact loading. The vehicle load shall be distributed as a four-wheel vehicle with 80% of the load on the rear axle;
- (7) The vertical deflection of the bridge due to pedestrian live load shall not exceed 1/400 of the span length; and
- (8) The clear width of the bridge shall be a minimum of ten (10) feet as measured between railing elements.

(iv) Eight (8) foot wide ADA accessible circulation paths within the Neighborhood Park, with ten (10) foot wide concrete trail connections to the regional trail system located in the Trail Corridor.

(v) Lighting for the Neighborhood Park.

(vi) Multi-use courts and associated lighting.

(vii) Picnic facilities and shelter and associated seating.

(viii) Benches, other seating areas, and park furnishings.

(ix) Bike racks and drinking fountains to be located near the core of the Neighborhood Park activity area.

(x) Playground with play equipment, which play equipment shall have a minimum five (5) year manufacturer's warranty.

(xi) Other Neighborhood Park features that highlight the views and vista to the west along the high points of the property.

(xii) Signage meeting Department of Parks and Recreation's signage requirements for parks and trails.

(xiii) Physical access for pedestrians and bicyclists from at least two public streets to the Neighborhood Park and the Trail Corridor.

(xiv) Traffic control devices to prevent private motorized vehicle access to the Neighborhood Park and Trail Corridor, while allowing controlled access for maintenance and emergency vehicles.

(xv) One public restroom facility.

(c) Trail Corridor. Owner shall construct the Trail Corridor. In connection with the development of the Trail Corridor, Owner shall provide the following amenities in accordance with the approved Park Development Plan:

(i) Regional Trail System (in accordance with the Regional Trail Standards in the adopted Bicycle Master Plan), with a minimum of ten (10) foot buffer areas between the edge of the trails and any fencing, walls (except for Road Crossings below), berms, and significant adjoining slopes.

(ii) Natural landscaping.

(iii) Berming and grading.

(iv) Benches and other furnishings appropriate for a Trail Corridor.

(v) Road crossings. At least three (3) grade separated crossings for the regional trail system with a minimum clearance of ten (10) feet from final paved surface, situated where the trail will cross Dunkirk Street north of 66<sup>th</sup> Place, High Point Boulevard, and 71<sup>st</sup> Avenue. In the event 72<sup>nd</sup> Avenue is constructed, an additional grade separated road crossing shall be constructed where the regional trail will cross such road. Road crossings shall be connected from the below grade regional trail by a ten (10) foot concrete trail to at grade public sidewalks or trails.

(d) Open Space. Owner shall construct the Open Space. In connection with the development of the Open Space, Owner shall provide the following amenities in accordance with the approved Park Development Plan:

(i) Natural landscaping.

(ii) Berming and grading.

(iii) Access paths from 66th Place to the Creek Crossings and the Pedestrian Bridge. The access paths to the Creek Crossings shall be crusher fine, or similar, paths and shall be between four (4) and six (6) feet wide. Two access paths will conjoin before connecting to the Pedestrian Bridge. The access paths to the Pedestrian Bridge shall be ADA accessible, paved and ten (10) feet and eight (8) feet wide before conjoining to be ten (10) feet wide leading into the Pedestrian Bridge.

(iv) Irrigation sufficient to establish natural vegetation and trees.

(v) Additionally, if the Owner elects to construct a dog park within the Open Space, such dog park shall include a sidewalk to the entry, fencing appropriate for a dog park, a double gate entry, seating in the form of benches, shade, drinking fountain, vegetation and screening, appropriate directional or information signage for a dog park, dog waste bag dispensers, trash receptacles and ground material suitable for drainage in a dog park.

(e) Commercial Park. Owner shall construct the Commercial Park. In connection with the development of the Commercial Park, Owners shall provide the following



amenities in accordance with the approved Park Development Plan:

(i) Physical access for pedestrians and bicyclists from the public right-of-way to the Commercial Park.

(ii) Landscaping and irrigation system.

(iii) Furnishings appropriate for the Commercial Park.

(f) The West Fork of Second Creek. Owner shall improve the existing creek bed and construct other drainage and flood control improvements as required in plans and reports approved by the Public Works and standards and specifications for UDFCD maintenance eligibility.

(g) Sidewalk in High Point Boulevard Open Space Corridor. A ten (10) foot wide concrete sidewalk/trail will be constructed on the north side of the High Point Boulevard Open Space Corridor from the West Fork of Second Creek trail connection to the sidewalk in Dunkirk Road.

4. **Maintenance of City Property.** Upon completion of the improvements to the City Property described in Paragraph 3 and acceptance of the improvements by the City:

(a) The City, through its Department of Parks and Recreation, shall assume, after expiration of the two-year warranty period, all responsibility and costs for the maintenance, repair, and replacement of any natural vegetation or trees installed pursuant to this Agreement in the Neighborhood Park, the Trail Corridor, the Open Space and the Pedestrian Bridge. The City, through its Department of Parks and Recreation, shall assume all responsibility and costs for the maintenance, repair, and replacement of all structural improvements installed pursuant to this Agreement, including the public restroom facility, in the Neighborhood Park, the Trail Corridor, the Open Space and the Pedestrian Bridge, upon acceptance of these improvements by the City. Owner shall maintain all structural improvements installed pursuant to this Agreement until such improvements are accepted by the City. All applicable warranties will be transferred to the City upon acceptance of such improvements. If Owner wishes to contribute funding to the City for the enhanced maintenance or care of the Neighborhood Park, the Trail Corridor, or the Open Space or to perform certain enhanced maintenance or care on said property, the City will accept such specified funding or services, subject to arrangements being made through and with the approval of the Parks Manager.

(b) It is anticipated that UDFCD will assist Public Works and the Department of Parks and Recreation in the responsibility and costs for the maintenance, repair, and replacement (after expiration of all applicable warranties) of the improvements located in the West Fork of Second Creek, which shall include the two Creek Crossings but shall not include the Pedestrian Bridge. In the event that UDFCD does not deem these improvements eligible for maintenance, then the Districts shall assume all such responsibility and costs.

(c) If Owner elects to construct a dog park in Open Space PA 21-A, Owner shall assume all responsibility and costs for the maintenance, repair and replacement of improvements for the dog park.

(d) Owner shall assume all responsibility and costs for the maintenance, repair and replacement of the improvements in the Commercial Park.

(e) Owner shall assume all responsibility and costs for the maintenance, repair and replacement of site furnishings installed by the Owner on City Property that are not included on the list of standard furnishings under the Department of Parks and Recreation's Planning, Design and Construction Standards.

(f) Owner shall provide the City with adequate access to City Property for maintenance purposes in the event that any City Property is not readily accessible from public right-of-way or public property.

5. **Ancillary Improvements and Adjacent Property Design Standards.**

(a) **Parking.** As part of the development of the Project, Owner shall be constructing commercial uses within PA-31 as identified on the GDP, including surface parking as required in connection with such commercial uses. Owner shall construct and designate twenty (20) parking spaces, including two (2) handicap accessible spaces, on PA-31 for the sole use of the Neighborhood Park visitors ("**Designated Parking**"). Owner and the Parks Manager shall work together to identify the appropriate location for the Designated Parking. Owner will install signage at each Designated Parking space with language indicating "Reserved Parking for Park Use Only." Vehicular access to the Designated Parking will be, at a minimum, from High Point Boulevard, and pedestrian access will be constructed by Owner from the Designated Parking to a path or paths within the Neighborhood Park. Additionally, Owner shall make the remainder of the parking on PA-31 available for use by the Neighborhood Park visitors outside of normal operating business hours. Ownership of the Designated Parking shall remain with the owner of PA-31. In the event Owner (i.e., the entity which is a signatory to this Agreement) transfers PA-31 or any part of PA-31 which would contain the Designated Parking, in whole or part, to another party, prior to such transfer, Owner will confirm the restrictions and requirements related to the Designated Parking, as set forth in this Paragraph 5, within the Covenants, Conditions and Restrictions ("**CCR's**") to be recorded against PA-31. The City shall be expressly granted authority in the CCR's to enforce said restrictions and requirements against any subsequent owner or owners of PA-31 and any other party having right to use the parking lot. The Designated Parking shall be constructed at such time that Owner or other party is constructing the parking on PA-31 associated with the commercial development. If the development of the Resident's Club precedes that of the Designated Parking in PA-31, visitors of the Neighborhood Park will be allowed to use the Resident's Club facility for parking until Designated Parking is available.

(b) Tree lawns and sidewalks shall be constructed by Owner, at Owner's sole cost, in street rights of way adjoining the Neighborhood Park, the Trail Corridor, the Open Space, and the West Fork of Second Creek.

(c) **Design Standards for Property Abutting to City Property.** Except for the Commercial Park, the development on property abutting City Property shall conform to or follow, as appropriate, the Design Standards for Development Abutting City Property contained in Exhibit G, attached hereto and incorporated herein by reference.

6. **Phasing of City Property Improvements.** No construction of improvements on City Property shall commence unless and until the Parks Manager gives final, written approval of 100% stamped engineered drawings submitted by Owner for the Park Development Plan. As used in this Paragraph 6, "Initial Residential Building Permit" shall mean the first residential permit issued for any Residential Unit under an approved Site Development Plan for the Project; "Residential Unit" shall mean both single family and multiple family units; and "Site Development Plan" shall mean a site development plan as specified by the Denver Zoning Code which requires administrative approval for the development of the Project or phases of the Project (but excluding any amendment to the General Development Plan and subdivision plats).

(a) Neighborhood Park and Pedestrian Bridge. Construction of the improvements for the Neighborhood Park and for the Pedestrian Bridge shall commence within ninety (90) days following the issuance of the Initial Residential Building Permit. Commencement is defined as the good faith effort by Owner to start and continue construction of the City Property Improvements identified in Sub-Paragraph 3(b). Construction or installation of the following improvements must proceed apace with residential development and shall be completed no later than four (4) years following the issuance of the First Residential Building Permit:

- (i) the Pedestrian Bridge identified in Sub-Paragraph 3(b)(iii);
- (ii) a concrete trail connection between the Pedestrian Bridge and the Informal Playfield;
- (iii) the grading and planting with grass and irrigation systems for the Informal Playfield identified in Sub-Paragraph 3(b)(i) (with items (i), (ii) and (iii) being the "Initial Improvements"); and
- (iv) the vegetation of the Neighborhood Park beyond the Informal Playfield with seeding as an interim groundcover.

In the event that fewer than fifty-one percent (51%) of the Residential Units permitted for the Project have been issued building permits after four (4) years following the issuance of the First Residential Building Permit and the construction of the Initial Improvements, the Owner shall have until eight (8) years following the issuance of the First Residential Building Permit or until twelve (12) months following the issuance of building permits for fifty-one percent (51%) or more of the Residential Units for the Project, whichever occurs sooner, to complete all of the City Property Improvements identified in Sub-Paragraph 3(b). The Owner shall prepare and submit annual reports to the Parks Manager, by May 1<sup>st</sup>, as to the total number of Residential Units for which building permits have been issued, the total projected number of Residential Units based on approved and proposed Site Development Plans for the Project, and progress on constructing or installing the improvements at the Neighborhood Park. The enumeration of the Residential Units shall be based on Site Development Plans for residential development of the Site situated south of the "development contour line" as shown on the GDP Amendment.

- (b) Open Space, Trail Corridor, and the West Fork of Second Creek.
  - (i) Grading/Natural Landscaping. The berming and grading and the

installation of the natural landscaping in the entire length of the Open Space and the Trail Corridor and the Creek Crossings in the West Fork of Second Creek shall be undertaken and completed in conjunction with the construction of any drainage or other improvements required by Public Works or UDFCD in the West Fork of Second Creek, but in no case shall they be completed later than four years following the issuance of the Initial Residential Building Permit, unless otherwise agreed in writing by the Parks Manager.

(ii) Dunkirk Street to High Point Boulevard. The construction of the regional trail system and other structural or hardscape items in the Trail Corridor or the Open Space between Dunkirk Street and High Point Boulevard shall commence with one hundred and eighty (180) days following the issuance of the Initial Residential Building Permit and shall be completed no later than four years following the issuance of the Initial Residential Building Permit, unless otherwise agreed in writing by the Parks Manager.

(iii) High Point Boulevard to 72nd Avenue. The construction of the regional trail system and other structural or hardscape items in the Trail Corridor or the Open Space between High Point Boulevard and 72nd Avenue shall commence within one hundred and eighty (180) days following the approval of a Site Development Plan in the Project for any development located east of the West Fork of Second Creek except for the Residents Club. Construction of these facilities must proceed apace with any development for this area within the Project. Construction of these improvements must be completed within three (3) years after the approval of the Site Development Plan for any development located east of the West Fork of Second Creek except for the Residents Club, unless otherwise agreed in writing by the Parks Manager.

(c) Road Crossings for the Regional Trail System. Each of the grade-separated crossings for the regional trail system in the Trail Corridor shall be constructed at the same time as the road construction for Dunkirk Street north of East 66<sup>th</sup> Place, High Point Boulevard, and 71<sup>st</sup> Avenue. In the event 72<sup>nd</sup> Avenue is constructed, the grade separated crossing to be located where the regional trail crosses 72<sup>nd</sup> Avenue shall be constructed simultaneously with 72<sup>nd</sup> Avenue. In the event a commuter rail station is developed along 72<sup>nd</sup> Avenue, Owner shall construct either (a) a ten (10) foot wide sidewalk or (b) bike lanes. Such improvements shall be provided along 71<sup>st</sup> Avenue, the 72<sup>nd</sup> Avenue right-of-way alignment, or an approved location connecting the regional trail and the commuter rail station.

(d) Commercial Park. Construction of the improvements for the Commercial Park shall be commenced and completed in accordance with the schedule for constructing commercial transit-oriented development at the RTD transit station in the vicinity of 72nd Avenue, if a rail transit center is to be located in this area. Otherwise, it shall commence within one hundred eighty (180) days of approval of a Site Development Plan for commercial building development for property adjoining or including the Commercial Park site and shall be completed within two (2) years thereafter, unless otherwise agreed in writing by the Parks Manager.

7. **Subdivision Requirements.** The parties acknowledge and agree that Owner's satisfaction and completion of the City Property Improvements and conveyance requirements set forth in this Agreement will fully satisfy all parks, trails and open space land dedication

requirements for the Site under the City's rules and regulations for the subdivision of land and any other existing City requirements for parks, trails and open space land dedications applicable to the Site.

8. **Cash-in-Lieu of Payments.** The parties agree that all designated subdivisions within the Project that include residential uses qualify for a payment in lieu of land dedication for Denver Public Schools ("**DPS**"). Dedicated obligations for school sites shall be calculated as follows (the "**School Contribution**"):

	Elementary (acres)	Middle (acres)	High School (acres)
<i>Requirements</i>			
Single Family Residential	0.0092	0.0025	0.004
MultiFamily Residential	0.0026	0.0011	0.0015

(a) If Owner has not made the required dedication of land designated as a school site, Owner shall pay to the City a fee equal to the product of (i) the Owner's required School Contribution and (ii) the value of the land per acre as set forth hereafter with a 5% annual increase recalculated every three (3) years. Cash-in-lieu payment per acre for subdivisions approved in 2008 is calculated to be \$16,537.50 per acre based upon an annual 5% increase since 2000 with the recalculation every three years. The cash-in-lieu payment for years 2009 through 2011 will be \$17,364.38 per acre.

(b) Payments in lieu of dedication shall be made at the time of Filing #1 and Filing #2 subdivision approvals. Filing #1 cash-in-lieu payment of \$25,798 is calculated based upon 300 multifamily residential units. Filing #2 cash-in-lieu payment is to be calculated based upon the number of residential units planned in Filing #2. Future cash-in-lieu payments shall be calculated based upon the number of residential units planned for each Filing and shall be paid upon approval of each future Filing. In the event cash-in-lieu payments are not paid in accordance with the actual number of units developed, any excess or outstanding balance shall be treated as a credit or debit, as appropriate, towards future Filings.

9. **Right to Obtain Additional Right-of-Way.** Owner acknowledges that traffic volumes on High Point Boulevard may eventually warrant a double left turn movement at the intersection of Tower Road in the westbound direction. The City shall have the right to obtain from LNR additional public right-of-way on that portion of the Site located north of High Point Boulevard adjacent to such intersection as shall be required to secure adequate width for an intersection which may include two (2) through lanes, two (2) left turn lanes, and any necessary bike lanes. The attached Exhibit J shows the design of the lanes as described above, and dimensions of the possible additional Right of Way. It is agreed that design represented in Exhibit J is acceptable, and would define the maximum additional Right of Way to be required. Such right to obtain additional Right of Way shall be at no cost to the City, other than the costs associated with the design of such intersection and any environmental clearances required for construction and approval.

It is also acknowledged by the parties that the land immediately north of High Point

Boulevard from which this additional Right of Way could be required, is planned to be dedicated to the Denver High Point Metropolitan District for use as a location for project identification and monument signs. Project identity and monument signs will be designed by Owner to accommodate the additional Right of Way as shown in Exhibit J. The obligation to dedicate the additional Right of Way to the City may be transferred by LNR to the Denver High Point Metropolitan District in whole or in part as dimensions of the project identity and monuments sign tract are determined.

The City's rights pursuant to this Section shall expire if traffic studies completed in conjunction with the Project determine that the expansion described herein is unnecessary. In any event, the City's rights pursuant to this section shall expire upon approval of final design of Pena Boulevard expansion or collector road systems, and related connections to any of 60th Avenue, 64th Avenue, or High Point Boulevard based on traffic analysis to be completed as part of that project, and approved by the City that shows that with the extensions to Pena Boulevard, the second westbound left turn lane at High Point Boulevard and Tower Road is not needed.

10. Vesting.

(a) Section 59-314(o) of the Denver Revised Municipal Code provides that an approved GDP shall constitute a site specific development plan which triggers a vested property right pursuant to CRS 24-68-102(4). Such property right which has been vested shall remain vested for a period of three (3) years. The applicant's vested rights are directly proportional to the level of detail approved in the general development plan. The applicant obtains vested rights only to the extent that the GDP specifically includes development program, architecture and engineering solutions and those solutions specifically approved. The recorded GDP is binding upon the applicants, their successors and assigns and approving city review agencies. The implementation and phasing plan of the GDP Amendment is not a self-implementing document and is to be used for strategic timing only. It neither confers nor denies any property rights or public funding.

(b) Vesting Rights and Assignment. These vested rights are being established in consideration of the size and scope of development for the Property, and the substantial time and investment which will be entailed, and to afford the Developer and its successors certainty of the availability of the specified development rights during the potential phasing of development within the Property and related rates of absorption, and the economic cycles and variability in market conditions that the Developer and its successors may encounter during phasing and build-out. For purposes of the foregoing, "Developer" includes all present and future owners of undeveloped property within the High Point development. This establishment of the specified vested rights will assure the Developer and its successors of the ability to develop in accordance with the types and densities of uses permitted under the currently applicable zoning, but otherwise will not control or limit the scope of the City's approvals in connection with subdivision plats and other development measures pursuant to generally prevailing City standards and practices, including, but not limited to zoning, building, fire, plumbing, electrical and mechanical codes, or the application of state or federal regulations, as all of such regulations shall include the right to (a) establish zone lots containing multiple structures, and (b) create zone lots pursuant to the requirements of the Zoning Code. The City acknowledges that creation of zone lots under the Zoning Code is entirely within the discretion

of the property owner so long as the requirements of the Zoning Code are met.

(c) **Vesting Period.** The parties agree that the vesting period shall be fifteen (15) years following the Effective Date. Pursuant to Section 59-314(o) of the Denver Revised Municipal Code, the sections in the GDP Amendment that shall have vesting rights for fifteen (15) years include those uses, items and definitions listed on Exhibit H, and the locations of arterial and collector streets as shown in Exhibit I.

(d) **Vested Uses.** The uses vested shall be the full range of by right uses, that are listed in Exhibit H, attached hereto, and are identified by Planning Area and applicable zoning effective as of the Effective Date of the Agreement. Such listed by right uses are subject to any present Special Review (SR), distance requirements, or enumerated limitations in the Zoning Code, and such uses will be subject to any future zoning rules, regulations, and limitations applicable to such uses at the time of development, including but not limited to the addition, modification, or removal of special review, distance requirements, or any enumerated limitations. Exhibit H is not intended to list all of the uses that are permitted in the Planning Areas but only those uses that are included within the Vested Rights under this Agreement.

(e) **Vested Densities.** The right to develop in each Zone Lot the densities that are applicable to such Zone Lot shall not limit the Developer or the City from agreeing to increase such by allowing any increases in such densities, as may be approved by the City during the term of this Agreement. In no case, however, may the City unilaterally apply future minimum density requirements to the Property through future language amendments of the Zoning Code.

(f) **Vested Arterial and Collector Streets.** This Agreement vests only the locations of arterial and collector streets as shown on the GDP Amendment as of the GDP Amendment's approval date.

## 11. **General Provisions.**

(a) **Time is of the Essence.** It is understood and agreed between the parties that time is of the essence hereof, and all the agreements herein contained shall be binding upon and for the benefit of each party's successors and assigns.

(b) **Default by City.** A "breach" or "default" by the City under this Agreement shall be defined as the City's failure to fulfill or perform any material obligation of the City contained in this Agreement.

(c) **Default by Owner.** A "breach" or "default" by Owner shall be defined as Owner's failure to fulfill or perform any material obligation of Owner contained in this Agreement.

(d) **Notices of Default; Cure Period.** In the event of a default by either party under this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of such default, at the address specified in Paragraph 14 below, and the defaulting party shall have 30 days from and after receipt of such notice to cure such default. If such default is not of a type which can be cured within such 30-day period and the defaulting party gives written notice to the non-defaulting party within such 30-day period that it is actively and diligently pursuing

such cure, the defaulting party shall have a reasonable period of time given the nature of the default following the end of such 30-day period to cure such default, provided that such defaulting party is at all times within such additional time period actively and diligently pursuing such cure.

(e) Remedies. If any default under this Agreement is not cured as described above, the non-defaulting party shall have all remedies available at law or in equity, including an action for injunction and/or specific performance, but the Owner hereby waives the right to recover, to seek and to make any claim for damages for default under this Agreement.

(f) Authority to Execute. The parties each represent that the persons who have affixed their signatures hereto have all necessary and sufficient authority to bind each party.

(g) Cooperation of the Parties. If any legal or equitable action or other proceeding is commenced by a third party challenging the validity of any provision of this Agreement, the City and Owner shall reasonably cooperate in defending such action or proceeding, each to bear its own expenses in connection therewith. Unless the City and Owner otherwise agree, each party shall select and pay its own legal counsel to represent it in connection with such action or proceeding.

(h) Assignment. Except to the extent provided in Paragraph 1 of this Agreement, the rights and obligations under this Agreement may not be assigned to any entity without the prior written consent of the other party. If this Agreement is assigned, all the covenants and agreements herein contained shall be binding upon and inure to the benefit of the successors, assigns, heirs and personal representatives of the respective parties. Except to the extent otherwise provided in Paragraph 1 of this Agreement, the express assumption of any of Owner's obligations under this Agreement by its assignee shall thereby relieve Owner of any further obligations under this Agreement with respect to the matter so assumed.

(i) Severability. The promises and covenants contained herein are several in nature. Should any one or more of the provisions of this Agreement be judicially adjudged invalid, void or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement, so long as each party receives substantially all the benefits contemplated in this Agreement and so long as enforcement of the remaining provisions would not be inequitable to the party against whom they are being enforced under the facts and circumstances then pertaining.

(j) No Discrimination in Employment. In connection with the performance of work under this Agreement, the parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color religion, national origin, gender, age military status, sexual orientation, marital status, or physical or mental disability; and further agree to insert the foregoing provision in all subcontracts hereunder.

(k) When Rights and Remedies Not Waived. In no event shall any performance hereunder constitute or be construed to be a waiver by any party of any breach of covenant or condition or of any default which may then exist. The rendering of any such



performance when any such breach or default exists shall in no way impair or prejudice any right of remedy available with respect to such breach or default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of this Agreement shall be deemed or taken to be a waiver of any other default or breach.

(l) Subject to Local Laws; Venue. Each and every term, provision, and condition herein is subject to the provisions of the laws of the United States, the State of Colorado, the Charter and, except as otherwise specified, the Ordinances and regulations of the City and County of Denver. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver, Colorado.

(m) Extensions; Amendments. Except as otherwise provided for herein, no prior or contemporaneous addition, deletion or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. Except as otherwise provided for herein, no subsequent notation, renewal, addition, deletion, or other amendment to or termination of this Agreement shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties. City Council approval shall be required for amendments only if and to the extent required by the Charter.

(n) Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

(o) No Third-Party Beneficiary. It is the intent of the parties that no third party beneficiary interest is created in this Agreement except for an assignment pursuant to this Agreement. The parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent, and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

(p) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document.

(q) Appropriation. 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.

(r) Reasonableness of Consent or Approval. Whenever under this Agreement "reasonableness" is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

(s) No Personal Liability. No elected official, director, officer, agent, manager, member or employee of the City or Owner 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.

(t) Conflict of Interest by City Officers. Owner represents that to the best of its 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.

(u) Recordation. This Agreement shall be recorded in the property records of the Clerk and Recorder for the City and County of Denver.

(v) Conflict between GDP and Agreement. In the event of a conflict or inconsistency between the GDP, as amended, and this Agreement, the terms, requirements, and conditions of this Agreement shall control.

12. Further Assurances. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges under this Agreement.

13. Police Powers. Except as expressly provided herein, nothing in this Agreement shall impair the City's exercise of its police powers.

14. Notices. Any notices, demands or other communications required or permitted to be given hereunder shall be in writing and shall be delivered personally, delivered by overnight courier service, or sent by certified mail, postage prepaid, return receipt requested, addressed to the parties at the addresses set forth below, or at such other address as either party may hereafter or from time to time designate by written notice to the other party given in accordance herewith. Notice shall be considered given at the time it is personally delivered, the next business day following being placed with any reputable overnight courier service for next business day delivery, or, if mailed, on the third business day after such mailing.

If to the City: Mayor  
1437 Bannock Street, Room 350  
Denver, Colorado 80202

With copies to: Denver City Attorney  
1437 Bannock Street, Room 353  
Denver, Colorado 80202

Manager of Parks and Recreation  
201 W. Colfax, Dept. 601  
Denver, CO 80202

Manager of Public Works  
201 W. Colfax, Dept. 608  
Denver, CO 80202

Manager of Community Planning and Development  
201 W. Colfax, Dept 205  
Denver, CO 80202

If to Owner: LNR CPI High Point, LLC  
1660 Wynkoop Street, Suite 1160  
Denver, CO 80202  
Attn: Gardiner Hammond

With a copy to: Edward N. Barad  
Brownstein Hyatt Farber Schreck  
410 17<sup>th</sup> Street, Suite 2200  
Denver, CO 80202

Patrick Galvin  
LNR Property Corp.  
4350 Von Karman Avenue  
Suite 200  
Newport Beach, CA 92660

[Remainder of page deliberately left blank. Signature block on next page.]

EXECUTED as of the date first set forth above (the "Effective Date").

ATTEST:

STEPHANIE Y. O'MALLEY, Clerk  
and Recorder, Ex-Officio Clerk  
of the City and County of Denver

APPROVED AS TO FORM:

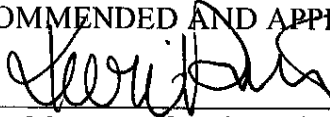
DAVID R. FINE, Attorney  
for the City and County of Denver

By \_\_\_\_\_  
Assistant City Attorney


CITY AND COUNTY OF DENVER,  
a Colorado municipal corporation

By: \_\_\_\_\_  
Mayor

RECOMMENDED AND APPROVED:

By:   
Manager of Parks and Recreation

By:   
Manager of Public Works

By:   
Manager of Community Planning  
and Development

REGISTERED AND COUNTERSIGNED:

By: \_\_\_\_\_  
Manager of Finance

By: \_\_\_\_\_  
Auditor

Contract Control No. XC0A043


"CITY"

LNR CPI High Point, LLC,  
a Colorado limited liability company

By: LNR CPI A&D Holdings, LLC  
a Delaware limited liability company, its member

By: LNR Commercial Property Investment Fund  
Limited Partnership, a Delaware limited partnership its member

By: LNR CPI Fund GP, LLC  
a Delaware limited liability company, its general partner

By:   
Name: DANA S. SANDERS  
Title: VICE PRESIDENT

"HIGH POINT" OR "OWNER"

## LIST OF EXHIBITS

- Exhibit A Denver Parks and Open Space Inventory and Data Table
- Exhibit B Park, Open Space, Trail Corridor and Commercial Park Property Boundary Depiction
- Exhibit C Metes and Bounds Legal Description of Open Space North of High Point Boulevard
- Exhibit D Depiction of Park and Open Space within Filing #2 Plat
- Exhibit E Commercial Park Location
- Exhibit F Conceptual Depiction of Low Water Creek Crossings of the West Fork of Second Creek
- Exhibit G Design Standards for Development Abutting City Property
- Exhibit H Vested Uses and Definitions
- Exhibit I Locations of Arterial and Collector Streets
- Exhibit J Identification of Possible Additional Right of Way

Exhibit A – Denver Parks and Open Space Inventory and Data Table

Denver Parks and Open Space Inventory and Data					
Planning Area Designation	Intent Statements for Parks and Open Space	Required Park and Open Space Calculations	Total Net Acreage Provided (per Park Legal Descriptions)	Total Gross Acreage Provided (per GDP Amendment)	Final Ownership
<b>Parks</b>					
PA-16 Neighborhood Park	Multi-use field, drinking fountains, shelters, walks, children's play area, landscape and irrigation, shaded seating, large open play area, picnic areas, connections to regional trail. Urban contextual park landscape treatment.	Single or Multi unit dwelling (up to 18 du/ac) = 398 (0.0042 ac/unit)= 1.67 ac Multi-family (above 18 du/ ac)= 330 (0.0028 ac/ unit)= 0.92 ac <b>Total Required= 2.59 ac per Population; 8.0 ac min. size per code; 8.8 ac min. per this GDP</b>	8.8 AC (excluding gas line easement) 9.15 AC (including gas line easement)	9.8 AC	CCD
<b>Open Space</b>					
PA-16 a Open Space	Regional trail corridor, community identity or focal elements. Natural contextual park and enhanced native landscape treatment. Street trees and benches.		2.7 AC	2.9 AC	CCD
PA- 21 a-f Open Space	Regional trail connection and corridor, community identity or focal elements. Natural contextual park and enhanced native landscape treatment. Street trees and benches. Dog Park.		17.65 AC	20.0 AC	CCD
PA- 12 Open Space	Regional trail connection and corridor, community identity or focal elements. Natural contextual park and enhanced native landscape treatment. Street trees and benches.		2.46 AC	3.2 AC	CCD

## Denver Parks and Open Space Inventory and Data

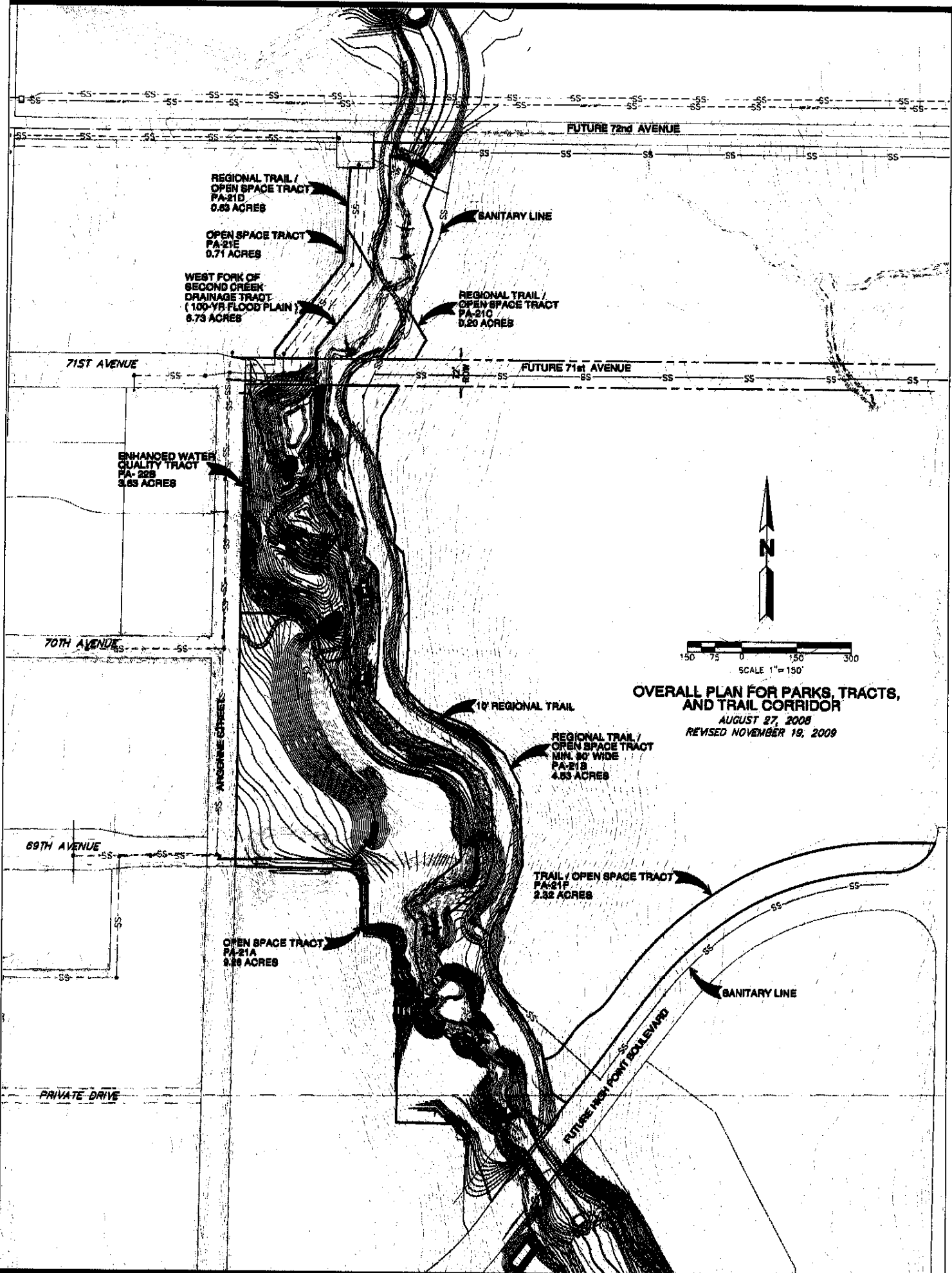
Planning Area Designation	Intent Statements for Parks and Open Space	Required Park and Open Space Calculations	Total Net Acreage Provided (per Park Legal Descriptions)	Total Gross Acreage Provided (per GDP Amendment)	Final Ownership
PA- 24a Uplands Open Space	Seating areas, an Urban contextual park/plaza serving the transit stop and enhanced native landscape treatment	Single-unit dwelling (up to 7 du/ac)= 206 (0.0153 ac/units)= 3.15 ac Single or Multi unit dwelling (8-18 du/ac)= 192 (0.0183 ac/units)= 3.51 ac Multi-Family (greater than 18 du/ac)= 330 (0.0122 ac/unit)= 4.03 ac The Uplands development= 161.7 ac (2% of net area)= 3.23 Denver High Point residential et. al. other non-residential development= 72.1ac (2% of net area)= 1.44 ac <b>Total Required= 15.36 ac</b>	1.7 AC	1.7 AC	CCD
<b>Total Parks and Open Space Acreage in Denver =</b>  <b>33.31 AC (net, excluding gas line easement)</b> <b>33.66 AC (net, including gas line easement)</b>				<b>37.6 AC (gross)</b>	

\*Net = Excludes water quality, roads, and gas line easement. Net acreages correspond to legal descriptions in Development Agreement  
 \*\*Calculations for Open Space from the Denver Subdivision Rules and Regulations were the basis for the initial open space to be conveyed to the City and County of Denver in the original GDP. The Development Agreement memorializes the actual conveyances.

Exhibit B – Park, Open Space, Trail Corridor and Commercial Park Property Boundary  
Depiction

To Be Attached





REGIONAL TRAIL /  
OPEN SPACE TRACT  
PA-21D  
0.83 ACRES

OPEN SPACE TRACT  
PA-21E  
0.71 ACRES

WEST FORK OF  
SECOND CREEK  
DRAINAGE TRACT  
(100-YR FLOOD PLAIN)  
8.73 ACRES

REGIONAL TRAIL /  
OPEN SPACE TRACT  
PA-21G  
0.20 ACRES

ENHANCED WATER  
QUALITY TRACT  
PA-22B  
3.83 ACRES

**OVERALL PLAN FOR PARKS, TRACTS,  
AND TRAIL CORRIDOR**  
AUGUST 27, 2008  
REVISED NOVEMBER 19, 2009

REGIONAL TRAIL /  
OPEN SPACE TRACT  
MIN. 40' WIDE  
PA-21B  
4.03 ACRES

TRAIL / OPEN SPACE TRACT  
PA-21F  
2.32 ACRES

OPEN SPACE TRACT  
PA-21A  
9.28 ACRES

SANITARY LINE

FUTURE HIGH FRONT BOULEVARD

Exhibit C – Metes and Bounds Legal Description of Open Space North of High Point

Boulevard

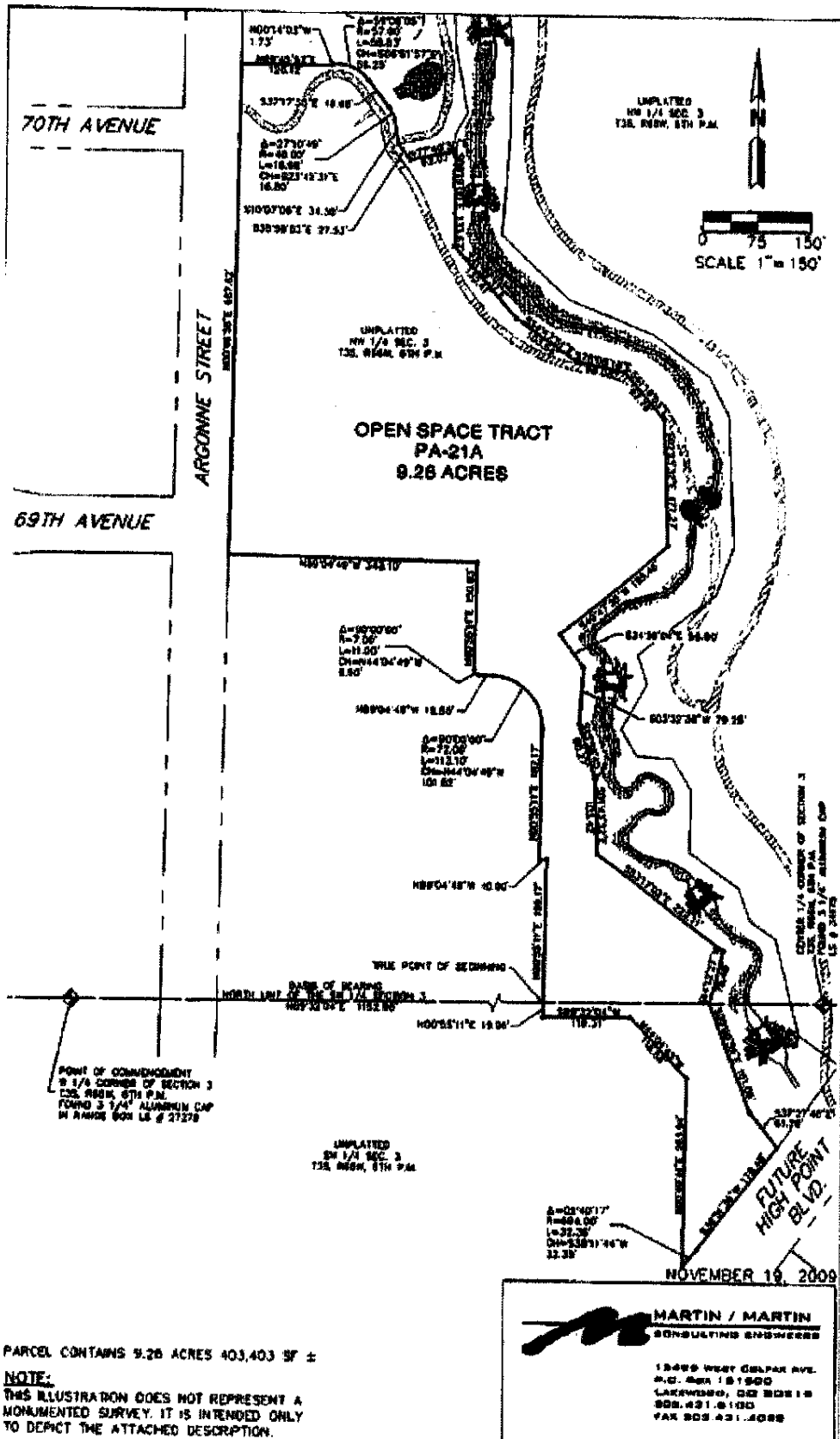
LEGAL DESCRIPTION  
HIGH POINT SUBDIVISION  
OPEN SPACE TRACT PA-21A

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 3; THENCE N89°32'04"E, 1,152.98 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO THE TRUE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE N00°55'11"E, 109.71 FEET; THENCE N89°04'49"W, 10.00 FEET; THENCE N00°55'11"E, 182.17 FEET TO A POINT OF CURVATURE; THENCE 113.10 FEET ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 72.00 FEET AND A CHORD THAT BEARS N44°04'49"W, 101.62 FEET; THENCE N89°04'49"W, 19.68 FEET TO A POINT OF CURVATURE; THENCE 11.00 FEET ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 7.00 FEET AND A CHORD THAT BEARS N44°04'49"W, 9.90 FEET; THENCE N00°55'11"E, 150.83 FEET; THENCE N89°04'49"W, 343.10 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF ARGONNE STREET; THENCE ALONG ARGONNE STREET RIGHT-OF-WAY LINE N00°48'58"E, 687.62 FEET; THENCE DEPARTING SAID ARGONNE STREET RIGHT-OF-WAY LINE N89°45'57"E, 126.12 FEET; THENCE N00°14'03"W, 1.73 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE 58.83 FEET ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 58°06'06", A RADIUS OF 67.00 FEET AND A CHORD THAT BEARS S68°51'57"E, 58.25 FEET; THENCE S37°17'55"E, 46.68 FEET TO A POINT OF CURVATURE; THENCE 18.98 FEET ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 27°10'48", A RADIUS OF 40.00 FEET AND A CHORD THAT BEARS S23°42'31"E, 18.80 FEET; THENCE S10°07'06"E, 34.38 FEET; THENCE S36°58'53"E, 27.53 FEET; THENCE N77°40'30"E, 62.07 FEET; THENCE S00°19'00"E, 133.67 FEET; THENCE S41°52'37"E, 132.41 FEET; THENCE S64°47'51"E, 103.84 FEET; THENCE S78°08'18"E, 66.08 FEET; THENCE S41°19'03"E, 87.78 FEET; THENCE S02°23'32"E, 177.27 FEET; THENCE S49°47'55"W, 195.46 FEET; THENCE S34°39'04"E, 58.80 FEET; THENCE S03°32'36"W, 79.25 FEET; THENCE S15°58'46"E, 80.27 FEET; THENCE S01°49'32"E, 103.42 FEET; THENCE S63°17'02"E, 222.11 FEET; THENCE S14°12'27"W, 75.48 FEET; THENCE S20°00'59"E, 161.06 FEET; THENCE S37°27'46"E, 61.78 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF FUTURE HIGH POINT BOULEVARD; THENCE ALONG FUTURE HIGH POINT BOULEVARD RIGHT-OF-WAY LINE S36°51'38"W, 178.48 FEET TO A POINT OF CURVATURE; THENCE 32.36 FEET ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02°40'17", A RADIUS OF 694.00 FEET AND A CHORD THAT BEARS S38°11'44"W, 32.35 FEET; THENCE DEPARTING SAID FUTURE HIGH POINT RIGHT-OF-WAY LINE N00°49'41"E, 263.94 FEET; THENCE N44°04'45"W, 116.68 FEET; THENCE S89°32'04"W, 118.31 FEET; THENCE N00°55'11"E, 19.96 FEET TO THE TRUE POINT OF BEGINNING. SAID PARCEL CONTAINS 8.26 ACRES (403,403 SQUARE FEET), MORE OR LESS.

BASIS OF BEARING: BEARINGS ARE BASED UPON THE ASSUMPTION THAT THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARS N89°32'04"E BETWEEN FOUND MONUMENTS AT THE WEST QUARTER CORNER OF SECTION 3, A 3 1/2" ALUMINUM CAP IN RANGE BOX LS #27278 AND THE CENTER QUARTER OF SECTION 3, A 3 1/2" ALUMINUM CAP LS # 34178.

PREPARED BY DENNIS PETER  
FOR AND ON BEHALF OF  
MARTIN/MARTIN, INC.  
12499 WEST COLFAX AVENUE  
LAKEWOOD, COLORADO 80215  
DECEMBER 20, 2007  
REV. NOVEMBER 19, 2009



(null)  
 Open Space PA-21-A

No	Bearing	Chord	Radius	M Arc	C Arc	Delta
001	N00-55-11E	199.170				
002	N89-04-49W	10.000				
003	N00-55-11E	182.170				
004	N44-04-49W	101.820	72.000	113.100	113.093	089-59-46 CC
005	N89-04-49W	19.580				
006	N44-04-49W	9.900	7.000	11.000	10.996	090-00-21 C
007	N00-55-11E	150.830				
008	N89-04-49W	343.100				
009	N00-46-58E	687.620				
010	N89-45-57E	126.120				
011	N00-14-03W	1.730				
012	S66-51-57E	56.250	57.000	58.830	58.826	059-07-53 C
013	S37-17-55E	46.480				
014	S23-42-31E	18.800	40.000	18.980	18.977	027-11-00 C
015	S10-07-06E	34.380				
016	S35-58-53E	27.530				
017	N77-40-30E	62.070				
018	S00-19-00E	133.670				
019	S41-52-37E	132.410				
020	S54-47-51E	103.640				
021	S78-08-18E	66.080				
022	S41-19-03E	87.780				
023	S02-23-32E	177.270				
024	S49-47-55W	195.460				
025	S34-39-04E	56.690				
026	S03-32-36W	79.250				
027	S15-58-45E	80.270				
028	S01-43-32E	103.420				
029	S53-17-02E	222.110				
030	S14-12-27W	75.480				
031	S20-00-59E	161.060				
032	S37-27-46E	61.780				
033	S36-51-36W	178.480				

No	Bearing	Chord	Radius	M Arc	C Arc	Delta
034	S38-11-44W	32.350	694.000	32.360	32.353	002-40-16 C
035	N00-49-41E	263.940				
036	N44-04-45W	116.680				
037	S89-32-04W	119.310				
038	N00-55-11E	19.960				

CLOSURE = 0.114 S48-08-17E  
 PERIMETER = 4559.765 PRECISION = 1: 39900  
 AREA = 403403.32 SQ. FEET OR 9.260866 ACRES

**LEGAL DESCRIPTION  
HIGH POINT REGIONAL TRAIL/OPEN SPACE  
TRACT PA-21B**

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 3; THENCE N89°32'04"E, 1,494.82 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO THE TRUE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE N13°53'58"W, 92.33 FEET; THENCE N55°17'29"W, 41.65 FEET; THENCE N19°48'53"W, 49.60 FEET; THENCE N53°44'21"W, 82.70 FEET; THENCE N00°50'52"E, 86.95 FEET; THENCE N30°02'03"W, 50.10 FEET; THENCE N86°49'04"W, 53.06 FEET; THENCE N31°04'49"W, 43.17 FEET THENCE N29°32'52"E, 74.10 FEET; THENCE N20°12'08"W, 42.13 FEET THENCE N52°11'17"E, 140.23 FEET; THENCE N18°59'05"E, 71.71 FEET; THENCE N02°45'28"W, 185.05 FEET; THENCE N26°27'18"W, 59.46 FEET; THENCE N53°32'34"W, 94.18 FEET; THENCE N88°07'07"W, 129.05 FEET; THENCE N46°24'51"W, 131.43 FEET; THENCE N04°08'13"E, 137.49 FEET; THENCE N01°03'08"E, 130.36 FEET; THENCE N07°29'30"W, 94.37 FEET; THENCE N45°40'18"W, 44.04 FEET; THENCE N04°14'35"E, 73.76 FEET; THENCE N16°23'00"W, 190.68 FEET; THENCE N05°14'45"E, 98.93 FEET; THENCE N18°52'58"W, 62.42 FEET; THENCE N05°34'17"E, 44.39 FEET; THENCE N51°45'10"E, 7.32 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF FUTURE 71<sup>ST</sup> AVENUE; THENCE S89°54'36"E, 142.43 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE S29°59'08"W, 100.10 FEET; THENCE S05°14'45"W, 111.93 FEET; THENCE S16°23'00"E, 189.96 FEET; THENCE S04°14'35"W, 51.09 FEET; THENCE S45°40'18"E, 34.49 FEET; THENCE S07°29'30"E, 128.03 FEET; THENCE S01°03'08"W, 138.49 FEET; THENCE S04°08'13"W, 101.88 FEET; THENCE S46°24'51"E, 78.32 FEET; THENCE S68°07'07"E, 123.95 FEET; THENCE S53°32'34"E, 123.68 FEET; THENCE S26°27'18"E, 95.51 FEET; THENCE S02°45'28"E, 217.20 FEET; THENCE S18°59'05"W, 110.93 FEET; THENCE S52°11'17"W, 21.42 FEET; THENCE 14.48 FEET ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02°23'04", A RADIUS OF 348.00 FEET AND A CHORD THAT BEARS S31°56'47"W, 14.48 FEET TO A POINT OF REVERSE CURVATURE; THENCE 125.98 FEET ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 39°00'58", A RADIUS OF 185.00 FEET AND A CHORD THAT BEARS S13°47'49"W, 123.56 FEET; THENCE S30°02'03"E, 67.32 FEET; THENCE S00°50'52"W, 29.98 FEET; THENCE A LONG A NON-TANGENT CURVE 24.81 FEET TO THE LEFT HAVING A CENTRAL ANGLE OF 07°41'07", A RADIUS OF 185.00 FEET AND A CHORD THAT BEARS S39°15'14"E, 24.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE 144.80 FEET ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 19°59'36", A RADIUS OF 415.00 FEET AND A CHORD THAT BEARS S33°06'03"E, 144.07 FEET; THENCE S55°17'29"E, 15.34 FEET; THENCE S13°53'58"E, 136.40 FEET; THENCE S55°11'23"E, 44.86 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF FUTURE HIGH POINT BOULEVARD; THENCE S36°51'36"W, 80.05 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE N55°11'23"W, 72.14 FEET; THENCE N13°53'58"W, 43.99 FEET TO THE TRUE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 4.53 ACRES (197,295 SQUARE FEET), MORE OR LESS.

**BASIS OF BEARING:** BEARINGS ARE BASED UPON THE ASSUMPTION THAT THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARS N89°32'04"E BETWEEN FOUND MONUMENTS AT THE WEST QUARTER CORNER OF SECTION 3, A 3 1/2" ALUMINUM CAP IN RANGE BOX LS #27278 AND THE CENTER QUARTER OF SECTION 3, A 3 1/2" ALUMINUM CAP LS # 34175.

PREPARED BY DENNIS PETER  
FOR AND ON BEHALF OF  
MARTIN/MARTIN, INC.  
12499 WEST COLFAX AVENUE  
LAKEWOOD, COLORADO 80215  
JANUARY 11, 2008  
REV. APRIL 22, 2008

SEE SHEET 2 OF 5

$\Delta=07^{\circ}41'07''$   
 $R=185.00'$   
 $L=24.81'$   
 $CH=S39^{\circ}15'14''E$   
 $24.80'$

UNPLATTED  
NW 1/4 SEC. 3  
T3S, R66W, 6TH P.M.

$\Delta=19^{\circ}59'36''$   
 $R=415.00'$   
 $L=144.80'$   
 $CH=S33^{\circ}06'03''E$   
 $144.07'$

$S55^{\circ}17'29''E$   
 $15.34'$

PROPOSED  
TRAIL  
CORRIDOR

CENTER 1/4 CORNER  
OF SECTION 3  
T3S, R66W, 6TH P.M.  
FOUND 3 1/4" ALUMINUM CAP  
LS # 34175'

POINT OF COMMENCEMENT  
W 1/4 CORNER OF SECTION 3  
T3S, R66W, 6TH P.M.  
FOUND 3 1/4" ALUMINUM CAP  
IN RANGE BOX LS # 27278

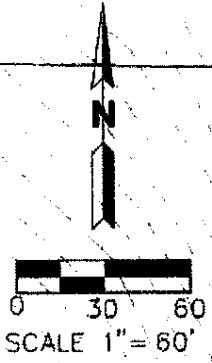
BASIS OF BEARING  
NORTH LINE OF THE SW 1/4 SECTION 3  
 $N89^{\circ}32'04''E$  1494.62'

TRUE POINT  
OF BEGINNING

$N13^{\circ}33'36''W$  92.33'  
 $N19^{\circ}53'38''W$  43.98'  
 $N55^{\circ}11'42''W$  72.14'

$S55^{\circ}17'23''E$  44.86'  
 $S36^{\circ}31'36''W$  80.05'

ROW  
FUTURE HIGH POINT BLVD.




UNPLATTED  
SW 1/4 SEC. 3  
T3S, R66W, 6TH P.M.

APRIL 22, 2008

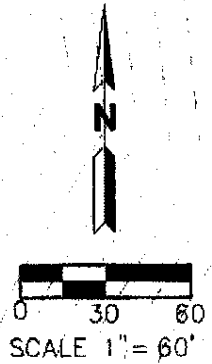
**HIGH POINT  
REGIONAL TRAIL / OPEN SPACE  
TRACT PA-21-B  
SHEET 1 OF 5**

**NOTE:**  
THIS ILLUSTRATION DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED DESCRIPTION.  
PARCEL CONTAINS 4.53 ACRES 197,295 SF ±

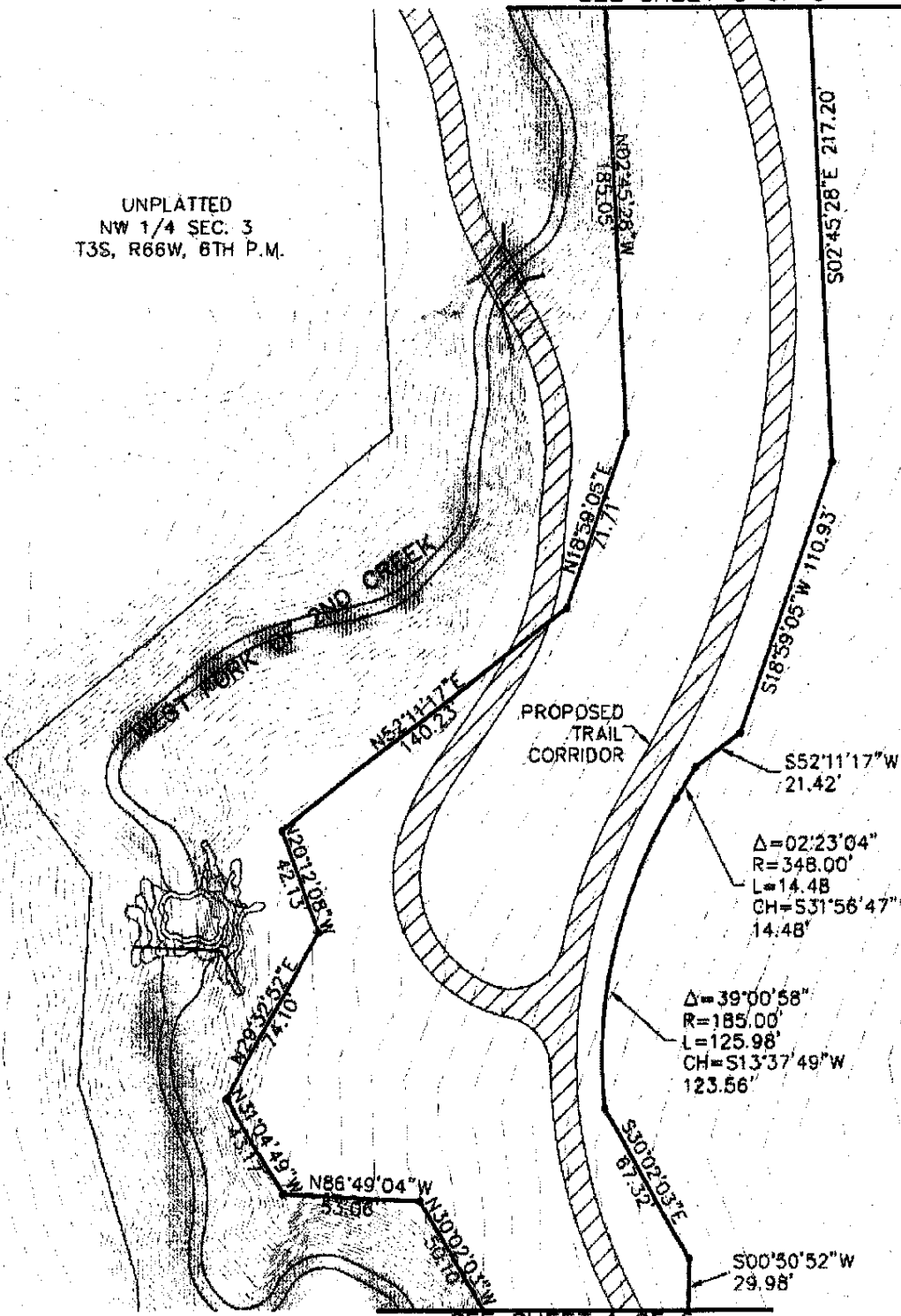
**MARTIN / MARTIN**  
CONSULTING ENGINEERS  
12499 WEST COLFAX AVE.  
P.O. BOX 151500  
LAKEWOOD, CO 80215  
303.431.6100  
FAX 303.431.4028

SEE SHEET 3 OF 5

UNPLATTED  
NW 1/4 SEC. 3  
T3S, R66W, 6TH P.M.



UNPLATTED  
NW 1/4 SEC. 3  
T3S, R66W, 6TH P.M.



APRIL 22, 2008

**HIGH POINT**  
**REGIONAL TRAIL / OPEN SPACE**  
**TRACT PA-21-B**

SEE SHEET 1 OF 5

**NOTE:**  
THIS ILLUSTRATION DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED DESCRIPTION.

PARCEL CONTAINS 4.53 ACRES 197,295 SF ±

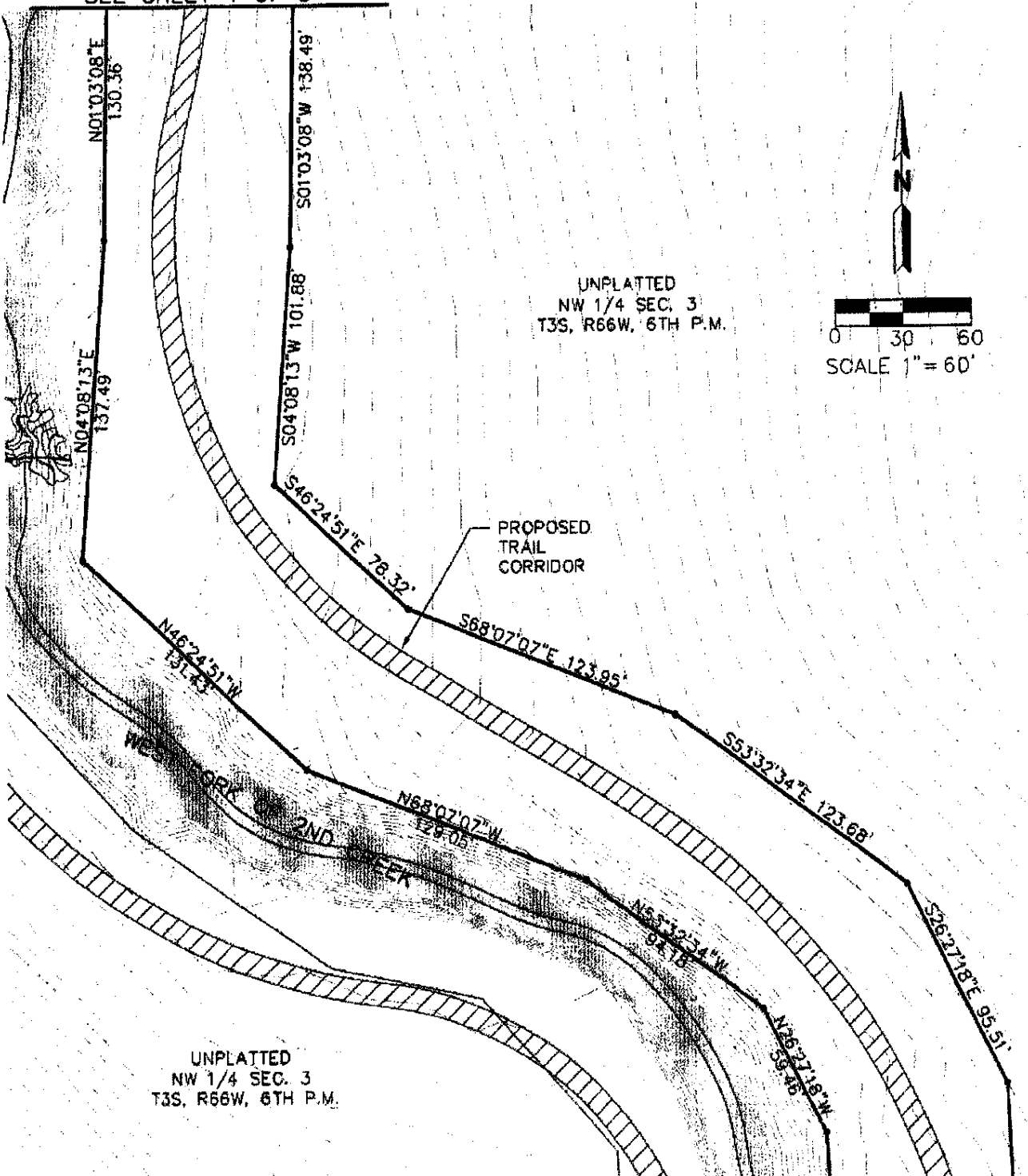
**SHEET 2 OF 5**

**MARTIN / MARTIN**  
CONSULTING ENGINEERS

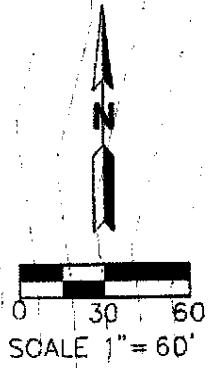
12498 WEST COLPAX AVE.  
P.O. BOX 151500  
LAKEWOOD, CO 80015  
303.431.6100  
FAX 303.431.4028



SEE SHEET 4 OF 5



UNPLATTED  
NW 1/4 SEC. 3  
T3S, R66W, 6TH P.M.



PROPOSED  
TRAIL  
CORRIDOR

UNPLATTED  
NW 1/4 SEC. 3  
T3S, R66W, 6TH P.M.

**HIGH POINT**  
**REGIONAL TRAIL / OPEN SPACE**  
**TRACT PA-21-B**  
**SHEET 3 OF 5**

**NOTE:**

THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PARCEL CONTAINS 4.53 ACRES 197,295 SF ±

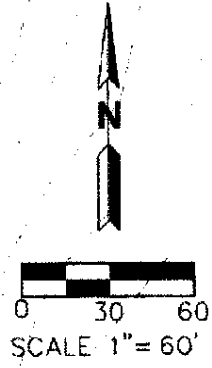
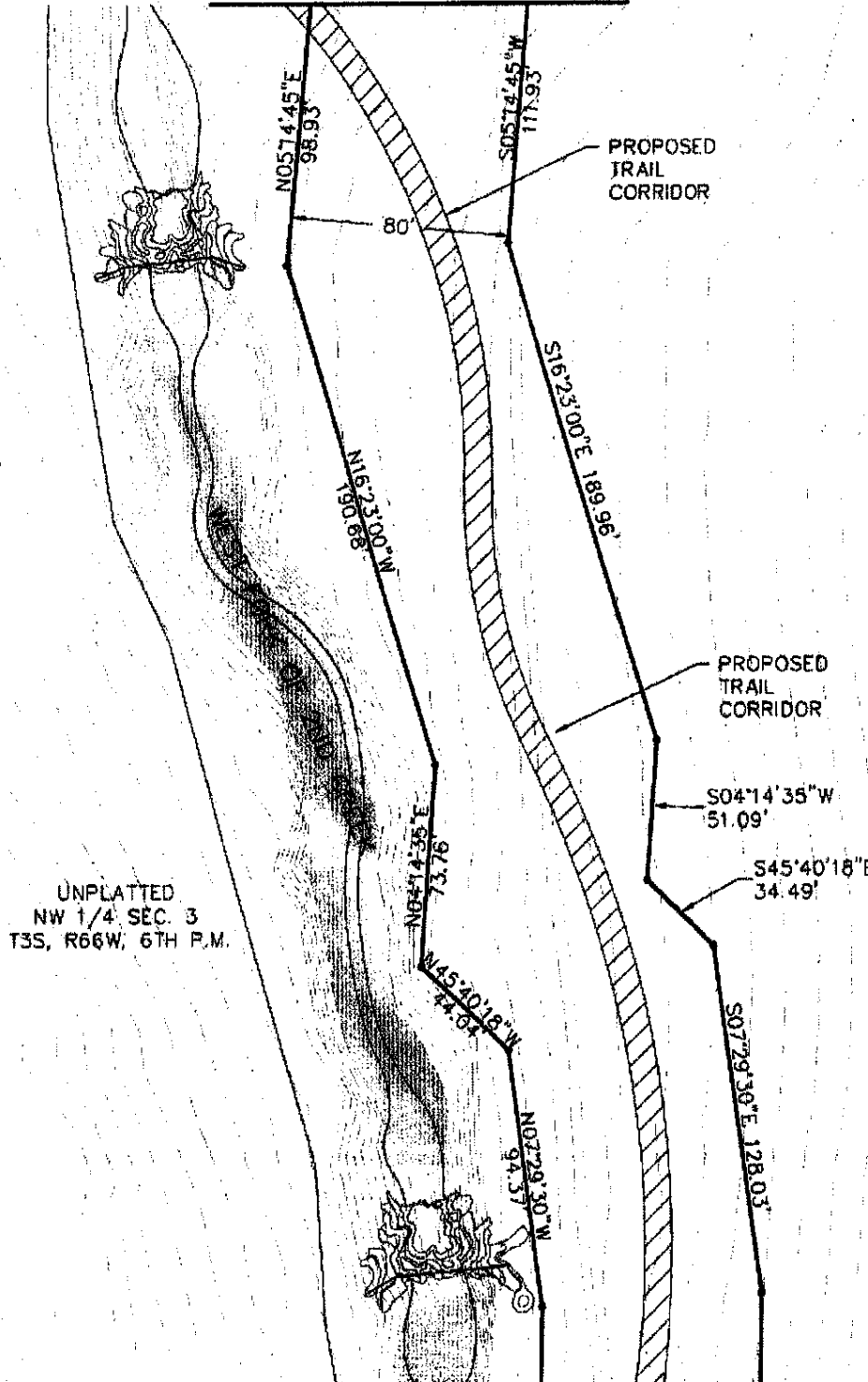
SEE SHEET 2 OF 5      APRIL 22, 2008



**MARTIN / MARTIN**  
CONSULTING ENGINEERS

12499 WEST COLFAX AVE.  
P.O. BOX 151500  
LAKEWOOD, CO 80215  
303.431.6100  
FAX 303.431.4028

SEE SHEET 5 OF 5



UNPLATTED  
NW 1/4 SEC. 3  
T3S, R66W, 6TH P.M.

UNPLATTED  
NW 1/4 SEC. 3  
T3S, R66W, 6TH P.M.


HIGH POINT SEE SHEET 3 OF 5

APRIL 22, 2008

**REGIONAL TRAIL / OPEN SPACE**  
**TRACT PA-21-B**  
**SHEET 4 OF 5**

**NOTE:**  
 THIS ILLUSTRATION DOES NOT REPRESENT A  
 MONUMENTED SURVEY. IT IS INTENDED ONLY  
 TO DEPICT THE ATTACHED DESCRIPTION.

PARCEL CONTAINS 4.53 ACRES 197,295 SF ±



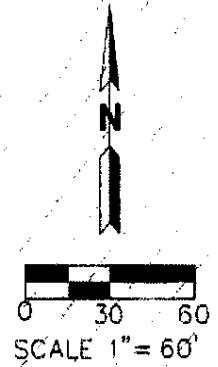
**MARTIN / MARTIN**  
**CONSULTING ENGINEERS**

13499 WEST COLFAX AVE.  
 P.O. BOX 151500  
 LAKEWOOD, CO 80215  
 303.431.6100  
 FAX 303.431.4028

UNPLATTED  
NW 1/4 SEC. 3  
T3S, R66W, 6TH P.M.

WEST FORK OF 2ND CREEK

PROPOSED  
TRAIL  
CORRIDOR



72.00  
FUTURE 71ST AVENUE

N51°45'10"E  
7.32'

S89°54'36"E  
142.43'

N05°34'17"E  
44.39'

N18°52'58"W  
62.42'

S29°59'08"W  
100.10'

UNPLATTED  
NW 1/4 SEC. 3  
T3S, R66W, 6TH P.M.

SEE SHEET 4 OF 5

**HIGH POINT  
REGIONAL TRAIL / OPEN SPACE  
TRACT PA-21-B  
SHEET 5 OF 5**

**NOTE:**

THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

PARCEL CONTAINS 4.53 ACRES 197,295 SF ±

APRIL 22, 2008

**MARTIN / MARTIN  
CONSULTING ENGINEERS**

13409 WEST GOLFAX AVE.  
P.O. BOX 191500  
LAKEWOOD, CO 80015  
303.431.8100  
FAX 303.431.4088