CHERRY CREEK WEST
DEVELOPMENT AGREEMENT

This CHERRY CREEK WEST DEVELOPMENT AGREEMENT (this "**Agreement**") is entered into as of the date set forth on the City's signature page below (the "**Effective Date**"), by and between CHERRY CREEK WEST DEVELOPMENT COMPANY, LLC, a Delaware limited liability company, and its successor(s) and assign(s) ("**Developer**") and the CITY AND COUNTY OF DENVER, a home rule city and municipal corporation of the State of Colorado ("**City**"), with the consent of Buell and TCCLP (defined below). Developer and City are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**."

Recitals

This Agreement is made with reference to the following facts:

A. The Temple Hoyne Buell Foundation, a Colorado nonprofit corporation ("**Buell**") is the fee owner of that certain real property consisting of approximately 12.86 acres, which is located in the City and is more particularly described on Exhibit A attached hereto and incorporated herein (the "**Property**"). Taubman-Cherry Creek Limited Partnership ("**TCCLP**") is the ground lessee of the Property. Pursuant to the Leasing Structure attached hereto as Exhibit B, TCCLP, as lessor, and Developer, as sub-lessee, will enter into a Sub-Ground Lease with respect to the Property (the "**Sub-Ground Lease**").

B. Developer intends to develop the Property as a mixed-use development including, but not limited to, office, commercial, retail and residential uses (the "**Project**") along with certain public and publicly accessible improvements, including streets, open space, bicycle and pedestrian infrastructure, parking, and utilities (the "**Improvements**").

C. The City has the legal authority to enter into this Agreement pursuant to Article XX of the Constitution of Colorado and C.R.S. § 24-68-101 *et seq*. (the "**Vested Property Rights Statute**") and Sections 9.6.1.5 and 12.4.14.8 of the Denver Zoning Code (collectively, the "**Authorizing Regulations**").

D. Subject to the Denver Charter, Denver Revised Municipal Code, the Denver Zoning Code, and any other legislatively or administratively adopted rules and regulations or executive orders of the City (the "**City Regulations**"), it is anticipated that the official map amendment changing the zoning classification of the Property to the PUD-G 36 zone district (the "**PUD**") and to which the City has assigned the number 2022i-00264, upon final approval by the City Council and effective pursuant to the terms of the City Regulations (the "**Rezoning**"), will authorize the use of the Property and development of the Project in accordance with the PUD, including without limitation, the establishment of privately-owned and maintained roads within the Property to be publicly accessible in accordance with the terms and conditions of the PUD and the IMP (defined below), but for which no grant of public access easement will be required.

E. Together with the Rezoning, Developer has submitted that certain Cherry Creek West Infrastructure Master Plan, pursuant to the project number 2023-IMP-0000001, and desires to obtain vested rights with respect to the provisions of the IMP described in Section 12.4.14.8.A.3 of the Denver Zoning Code (as applicable, the "**IMP**").

F. The Parties acknowledge that development of the Project will require Developer to make substantial initial investments in the Improvements, which investments are anticipated to provide material regional benefit to the City and its residents.

G. The legislature of the State of Colorado adopted the Vested Property Rights Statute to provide for the establishment of the right of a landowner to undertake and complete the development of certain projects and uses of property substantially in accordance with the uses, density and intensity of use and development standards set forth in, and otherwise subject to the terms and conditions of, an approved site specific development plan ("**Vested Property Rights**") in order to ensure reasonable certainty, stability and fairness in the land use planning process and in order to stimulate economic growth, secure the reasonable investment backed expectations of landowners, and foster cooperation between the public and private sectors in the area of land use planning. The Authorizing Regulations authorize the City to enter into development agreements with landowners in order to establish Vested Property Rights with respect to the IMP and the PUD for a period in excess of three (3) years.

H. Development of the Property warrants an extended vesting period due to the relevant circumstances, including, but not limited to, the size and phasing of the Project and the Improvements, economic cycles, and market conditions.

I. In exchange for the benefits to the City contemplated by this Agreement, together with the public benefits served by orderly and well planned development of the Property, Developer desires to receive assurance that, upon the Rezoning becoming effective pursuant to the City Regulations and following Developer's completion of all other necessary City approvals, Developer may proceed with development of the Property and completion of the Project in accordance with the uses, density and intensity of use and development standards set forth in, and otherwise subject to the terms and conditions of the following "**Approved Site Specific Development Plans**", together with any amendments, if any, thereto: (i) the PUD, (ii) the IMP, but limited to items specifically set forth in Section 12.4.14.8.A.3 of the Denver Zoning Code, and (iii) the High Impact Development Compliance Plan, a copy of which is attached hereto as Exhibit D, as incorporated by reference into the PUD, (iv) those certain terms and conditions of the Urban Center, Cherry Creek North – 12 ("**C-CCN-12**") zone district standards in effect as of the Effective Date that are set forth in Exhibit E attached hereto, and (v) those certain terms and conditions of the Urban Center, Mixed Use– 12 ("**C-MX-12**") zone district standards in effect as of the Effective Date that are set forth in Exhibit F attached hereto.

J. Accordingly, pursuant to the Authorizing Regulations, and notwithstanding any contrary provision of the City Regulations, and upon the Rezoning becoming effective pursuant to the City Regulations, the City intends that the Approved Site Specific Development Plans will be designated as site specific development plans, subject to the terms, conditions and limitations set forth in this Agreement.

K. Upon the Rezoning becoming effective pursuant to the City Regulations, this Agreement constitutes a development agreement granting and establishing Vested Property Rights for the Term (as defined in Section 1.4) in accordance with the Authorizing Regulations.

Agreement

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, with the consent of Buell and TCCLP, agree as follows:

ARTICLE 1
GENERAL PROVISIONS; POST-APPROVAL PROCEDURES

1.1 Incorporation of Recitals. The Parties hereby acknowledge the accuracy of the foregoing Recitals, and the same are hereby incorporated into and made a part of this Agreement.

1.2 Nature of Development Agreement. As further provided in Article 2, and from and after the Effective Date, the Approved Site Specific Development Plans each constitute a site specific development plan pursuant to the Authorizing Regulations, and this Agreement constitutes a development agreement granting and establishing Vested Property Rights for the Term in accordance with the Authorizing Regulations.

1.3 Effectiveness and Recording of Agreement. This Agreement will be effective as of the Effective Date and the Parties shall record this Agreement in the real property records of the City Clerk and Recorder (the "**Records**") promptly after mutual execution hereof following final approval by the City of the ordinance authorizing execution of this Agreement; provided, however, as between the Parties and any third party having notice of the Parties' execution and delivery of this Agreement, this Agreement will be effective and legally binding as of the Effective Date and any delay or failure to record this Agreement in the Records will not negate or impair the effectiveness of this Agreement.

1.4 Term. The period during which the Agreement will be in effect and the duration of the Vested Property Rights will commence on the Effective Date, and continue through and include the fifteenth (15^{th}) anniversary of the Effective Date (the "**Term**"); except, however, that the Term may be extended pursuant to this Section 1.4, amended pursuant to the amendment procedure set forth in Section 6.2, or earlier terminated as otherwise provided in the Agreement. The duration of the Term reflects the Parties' recognition of:

(a) the potential for phased development of the Project;

(b) the possible impact on the Project of economic cycles and varying market conditions during the course of development;

(c) the substantial investment and time required to complete development of the Project and the Improvements;

(d) the benefits to adjacent and nearby landowners and City residents, and the extraordinary cost, of the Improvements; and

(e) the material extent to which successful implementation and financing of the Improvements is predicated on completion of the Project in accordance with the uses, density and intensity of use and development standards set forth in, and otherwise subject

to the terms and conditions of, this Agreement and the Approved Site Specific Development Plans.

Notwithstanding anything to the contrary as may be otherwise set forth herein, if any action, claim, complaint, lawsuit, or litigation pursuant to any federal, state, or local statute, law, ordinance, rule, or regulation, is filed against the City, Developer, Buell, TCCLP, or any party related thereto, and which seeks invalidation of, *inter alia*, the Rezoning, the City's approval of the Agreement, or any subsequent approval issued in connection with the Project (a "**Legal Challenge**"), the Term shall be extended by one day for each day that a Legal Challenge remains pending, except that the Term shall in no event be extended more than three (3) years from the date which is the fifteenth (15^{th}) anniversary of the Effective Date. Following the expiration of the Term, this Agreement will automatically terminate and be of no further force and effect.

1.5 Rezoning Required. The effectiveness of this Agreement is expressly conditioned upon the City Council's approval of the Rezoning and the same becoming effective pursuant to the City Regulations. The Parties acknowledge, understand, and agree that the City's execution of this Agreement does not obligate the City or any of its constituent bodies, agencies, boards, or employees to approve the Rezoning. Nothing herein relieves Developer from its obligation to comply with the City Regulations governing the Rezoning, and this Agreement shall in no way be construed as abrogating or limiting the City's rights and responsibilities to act in its regulatory or quasi-judicial roles, including without limitation with respect to its review of the Rezoning application. The Rezoning application must be reviewed and adjudicated in accordance with the City Regulations and any approval criteria thereunder. In the event the Rezoning has not become effective pursuant to the City Regulations on or before that date which is one hundred eighty (180) days following the Effective Date, all further rights and obligations of the Parties as set forth in this Agreement will be deemed terminated and of no further force or effect.

1.6 Subsequent Approvals Required.

(a) Future Development. Prior to the commencement of any construction or development activities on the Property, the Developer (or other applicable party), may be required to submit an application and obtain approval of one or more site development plans, permits, or other instruments as may be required pursuant to the City Regulations in order to allow the development or construction of any structure or other improvement within the Property ("**Development Application(s)**") as may be required pursuant to the City Regulations.

(b) Public Access and Other Easements. In connection with the Development Application(s), the City will require the following grants of easement and other interests with respect to certain portions of the Property:

(i) Dedication of public easement for right-of-way purposes for additional right-of-way abutting University Boulevard and East 1^{st} Avenue (the "Right-of-Way Easements"; and with respect to such Right-of-Way Easements, all laws, ordinances, and regulations pertaining to streets, sidewalks, and public places, including without limitation those pertaining to major encroachment permits (*e.g.*, with respect to underground parking) shall apply so that the public use of the

easement areas is consistent with the use and enjoyment of any dedicated public right-of-way;

(ii) Dedication of public easement for open space, in the form and substance attached hereto as Exhibit C, in accordance with the applicable provisions of Division 10.8 of the Denver Zoning Code; and

(iii) Such other easements and license agreements as may be reasonably required in connection with the provision of utilities to the Project.

ARTICLE 2
VESTED PROPERTY RIGHTS

2.1 General. In consideration of the anticipated benefits to the City resulting from Developer undertaking the obligations contemplated by and set forth in this Agreement, the City will undertake and perform the obligations required for the establishment and preservation of the Vested Property Rights.

2.2 Scope of Vested Property Rights. Subject to the condition precedent set forth in Section 1.5, the Vested Property Rights are established with respect to the Approved Site Specific Development Plans, which are hereby designated as site specific development plans in accordance with the Authorizing Regulations. Accordingly, during the Term and subject to Section 6.2, the City and its constituent agencies, boards, and commissions will take no action that would have the effect of abridging, impairing or divesting the Vested Property Rights, and Developer, TCCLP, and Buell, together with their respective successors and assigns, will have and be entitled to rely upon and enforce the Vested Property Rights. In addition, the Vested Property Rights include, without limitation, the right to submit and for the City, as applicable, to process Development Applications in accordance with the procedures set forth in the Approved Site Specific Development Plans.

2.3 Expiration of Term. After the expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect; provided, however, that such termination shall not affect (a) any common law vested rights obtained prior to such termination, or (b) any rights arising from City permits, approvals or other entitlements for the Property or the Project which were granted or approved prior to, concurrent with, or subsequent to the approval of this Agreement.

2.4 Applicability of Other Regulations. Pursuant to the Authorizing Regulations, establishment of the Vested Property Rights will not be construed to preclude the City from applying to the Property and the Project ordinances or regulations which are general in nature and applicable to all property subject to regulation by the City, as such regulations exist on the Effective Date or may be enacted or amended after the date on which the application for approval of the PUD was submitted to the extent permitted pursuant to Sections 105(a) and (b) of the Vested Property Rights Statute, including, but not limited to:

(a) City Regulations of general applicability pertaining to building, fire, plumbing, engineering, electrical, and mechanical codes (e.g., the International Building Code and similar codes); or

(b) State or federal regulations with respect to which the City does not have discretion in applying; provided, however, the foregoing will not be construed as a waiver by Developer, TCCLP, or Buell of any remedy otherwise available pursuant to the Vested Property Rights Statute or this Agreement with respect to such governmental entity (other than the City) or governing body (other than the City Council and Mayor).

2.5 Conflict. The terms, conditions and criteria set forth in the Approved Site Specific Development Plans will prevail and govern development of the Project and the Property. Where the Approved Site Specific Development Plans do not address a specific subject, the applicable provisions of the City Regulations will control development of the Project, subject to the terms and conditions as set forth in Section 2.2.

2.6 No Implied Restriction. This Agreement will not be construed as a limitation on the exercise of any power or authority of the City except to the extent expressly stated in this Agreement, and then only to the extent so stated.

ARTICLE 3
AFFORDABLE HOUSING

3.1 High Impact Development Compliance Plan. The Parties acknowledge and agree that the Project is a "high impact development" as such term is defined in D.R.M.C. § 27-219(m). In satisfaction of the requirements of D.R.M.C. § 27-229(a), the Developer has prepared, and the City has approved, the High Impact Development Compliance Plan set forth on the attached Exhibit D. The High Impact Development Compliance Plan will prevail and supersede over any contrary requirements set forth in City Regulations.

ARTICLE 4
ECONOMIC DEVELOPMENT & OPPORTUNITY

4.1 Affordable Retail Space. The Parties acknowledge and agree that the Developer has committed to lease a minimum of 8,000 square feet of rentable floor area at a rate that is 10% below the average lease rates ("**Affordable Lease**") for Eligible Uses (defined below) with sub-tenants of Developer within the Project in effect as of the commencement date of each Affordable Lease during the Term, as follows:

(a) No later than the date upon which Developer has entered into sub-leases for a combined 50,000 square feet of rentable floor area within the first phase of the Project (as such phase is defined and described in the IMP) for uses categorized as "Commercial Sales, Services, & Repair" primary use classification under the City Regulations, but specifically excluding Arts, Recreation & Entertainment uses within such classification ("**Eligible Uses**"), Developer will enter into one or more Affordable Leases with respect to at least 4,000 square feet of rentable floor area within such phase; and

(b) No later than the date upon which Developer has entered into sub-leases for an combined 80,000 square feet of rentable floor area within the Project for Eligible Uses, Developer will enter into one or more Affordable Leases with respect to at least 8,000 square feet, in the aggregate (*i.e.*, inclusive of the initial 4,000 square feet provided pursuant to Section 4.1(a)) of rentable floor area within the Project.

Such requirement may be met by combining the rentable floor area from one or more Affordable Leases, and such calculation may prorate Affordable Leases with a lower or higher lease rates than required by this Section 4.1 so long as the average lease rate for all Affordable Leases, prorated based on rentable square footage, meets or exceeds such requirement. Developer will use commercially reasonable efforts to maintain the required Affordable Leases pursuant to this Section 4.1, as applicable, during the Term, subject to the terms and conditions of each Affordable Lease, and will be responsible for calculating the average lease rate contemplated by this Section 4.1 and will deliver to the Director of the City's Economic Development and Opportunity (DEDO) department, or any applicable successor department supporting documentation establishing the same with redacted copies of each Affordable Lease within 30 days following written request therefor, provided that Developer shall have no obligation to deliver such documentation more frequently than once per calendar year.

4.2 Childcare. Prior to commencing construction of the Project, Developer will engage a third-party consultant to conduct a comprehensive study with respect to childcare needs to best serve the Project, which study will include (i) recommended childcare facility size, layout, and programming amenities, (ii) financial guidance, including potential funding streams and assessment of financial impact to the Project, and (iii) recommended operational plan ("**Childcare Study**"). Following review and approval of the Childcare Study, the Developer will deliver a copy of such Childcare Study to the Director of the City's Economic Development and Opportunity (DEDO) department, or any applicable successor department, and initiate request for information (RFI) and request for proposal (RFP) processes with the purpose of soliciting potential sub-tenants to operate childcare uses within the Project consistent with the Childcare Study and, to the extent that Developer receives one or more qualified responses to such RFI and RFP that are consistent with the Childcare Study and reasonably acceptable to Developer and its third-party consultant, use commercially reasonable efforts to enter into a sub-lease with such respondent.

4.3 Workforce Development.

(a) Targeted Hiring. During the initial construction and build-out of each phase of the Project, Developer will (i) work with DEDO-Workforce Development to ensure that residents of neighborhoods in U.S. Housing and Urban Development low and moderate income Qualified Census Tracts (QCTs) have priority access to all open construction positions on the Project through neighborhood-specific recruitment events, targeted outreach and marketing, connections to community-based organizations and non-profits education and training providers and (ii) designate a Workforce Coordinator to support the targeted hire goal of the Project.

(b) Workforce Coordinator. No later than the issuance of the first grading permit, Developer will engage or otherwise employ a workforce coordinator to oversee the Project's obligations set forth in this Agreement. It is anticipated the workforce coordinator will work directly with DEDO-Workforce Development to implement Section 5.3(a) above.

ARTICLE 5
DEFAULT AND REMEDIES

5.1 Default. A "breach" or "default" by a Party under this Agreement will be defined as a Party's failure to fulfill or perform any material obligation of said Party stated in this Agreement.

5.2 Notices of Default and Cure Period. If a Party defaults in the performance of its obligations under this Agreement, the Party(ies) asserting the default will deliver notice of the asserted default to the Party alleged to be in default, with copies to any other non-defaulting Parties. -The Party alleged to be in default will have thirty (30) days from and after receipt of the notice to cure the default without liability for the default. If the default is not of a type which can be cured within such cure period and the Party alleged to be in default gives written notice to the Party(ies) who asserted the default within such cure period that it is actively and diligently pursuing a cure, the Party alleged to be in default will have a reasonable period of time given the nature of the default following the end of the cure period to cure the default, provided that the Party alleged to be in default, with the consent of the non-defaulting Party(ies), is at all times within the additional time period actively and diligently pursuing the cure and that the Party(ies) asserting the default have provided consent to the additional time period. Any claim for breach of this Agreement or the Authorizing Regulations that is brought before the expiration of the applicable cure period will not be prosecuted by the Party asserting such claim until expiration of the applicable cure period, and will be dismissed by the Party asserting such claim if the default is cured in accordance with this Section 5.2.

5.3 Remedies. If any default under this Agreement is not cured pursuant to Section 5.2, the Party asserting the default will have all remedies available at law or in equity, including an action for injunction and/or specific performance, but each party hereby waives the right to recover, to seek, and to make any claim for damages for default under this Agreement, or for attorney's fees or costs. If Developer is determined in a final judicial judgment to have failed to abide by the terms of this Agreement, the City will be entitled such remedies as may be available at law or in equity and, additionally, will be entitled to deny Developer permits or approvals required for the development of the portion of the Property that is the subject of the default, or enforce against Developer the forfeiture of Developer's Vested Property Rights.

5.4 No Cross-Defaults. No default or breach by a Party of any obligation of such Party arising under any agreement other than this Agreement will be construed as or constitute a default or breach of this Agreement or constitute a basis for another Party to assert or enforce any remedy against such Party under the terms of this Agreement. No default or breach by a Party of any obligation of such Party arising under this Agreement will be construed as or constitute a default or breach of any agreement other than this Agreement or constitute a basis for another Party to assert or enforce any remedy against such Party under the terms of such other agreement.

5.5 Survival. All provisions of this Agreement pertaining to remedies, and limitations on remedies, including but not limited to this Article 5, will survive any termination or expiration of this Agreement.

ARTICLE 6
MISCELLANEOUS

6.1 Referenda. To the extent the Authorizing Regulations subject the City's establishment of the Vested Property Rights pursuant to this Agreement to referendum, and any referendum succeeds in overturning the City's establishment of the Vested Property Rights pursuant to this Agreement, such result will not be construed as overturning, negating or otherwise affecting the City's approval of the Rezoning or any development rights for the Property or approvals otherwise granted with respect to the Property or the Project.

6.2 Amendment of this Agreement.

(a) Written Amendment Required. This Agreement may be amended, terminated or superseded only by mutual consent in writing of the City and Developer following the public notice and public hearing procedures required for approval of this Agreement. For the avoidance of doubt, neither Buell, TCCLP, nor any successor or assign of Buell or TCCLP will have the right to consent to or otherwise participate in any amendment of this Agreement, and no such party's consent will be required, unless Developer has specifically assigned to such party and such party has assumed, in a written instrument that has been delivered to the other Party pursuant to the notice requirements in Section 6.12, the rights and obligations, in whole or in part, of Developer. No amendment to this Agreement will be construed to effect an extension of the Term unless the City expressly approves such extension in its approval of such amendment.

(b) Effectiveness and Recording. Any written amendment to this Agreement will be legally effective and binding upon the later to occur of (i) execution by the required Parties, or (ii) the effective date of the ordinance approving such amendment. Promptly after any amendment to this Agreement becomes effective, the parties thereto will cause it to be recorded in the Records. Upon recording in the Records, the amendment will be legally effective and will be binding on the Property. The validity or enforceability of such an amendment will not be affected by any delay in or failure to record the amendment in the Records.

6.3 Authorization of Rezonings. To the extent any proposed rezoning of the Property is in conflict or is inconsistent with this Agreement, the City and Developer may process a conforming amendment to this Agreement pursuant to Section 6.2.

6.4 Attorneys' Fees. Each of the Parties will be responsible for its own respective costs and attorneys' fees in prosecuting or defending any action filed in relation to the interpretation and enforcement of this Agreement. All provisions of this Agreement concerning remedies or attorneys' fees will survive termination or expiration of this Agreement.

6.5 No Obligation to Develop Site. This Agreement will not be construed to create an implied obligation upon the Developer, TCCLP, or Buell to develop the Property. Developer, TCCLP, or Buell will have no liability to the City or to any other party arising out of this Agreement based on the timing or non-occurrence of development of all or any part of the Property.

6.6 No Joint Venture or Partnership. No form of joint venture or partnership exists between or among the Parties, and nothing contained in this Agreement will be construed as making the Parties joint venturers or partners.

6.7 No Third Party Beneficiaries. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, will be strictly reserved to the Parties. Nothing contained in this Agreement will be construed to give or to allow any claim or right of action by any third party. Any person other than the Parties and their successors and assigns receiving services or benefits under this Agreement will be deemed to be an incidental beneficiary only.

6.8 Waiver. No waiver of one or more of the terms of this Agreement will constitute a waiver of other terms. No waiver of any provision of this Agreement in any instance will constitute a waiver of such provision in other instances.

6.9 Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, or if the City's establishment of Vested Property Rights pursuant to this Agreement is rendered inoperative by a citizen initiated referendum, such determination will not be construed to affect or impair the validity or enforceability of any other provision of this Agreement, and the remaining provisions of this Agreement will continue in full force and effect 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, or substantially deprive such Party of the benefit of its bargain. The Parties will cooperate in good faith to reform any such invalidated provision(s) in a manner which most fully implements the Parties' original intent and objectives.

6.10 Further Assurances. Each Party will execute and deliver to the other Parties 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 Parties the full and complete enjoyment of their respective rights and privileges under this Agreement.

6.11 Authorization. The signatories hereto affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary actions, notices, meetings and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.

6.12 Notices. In order to be deemed delivered and effective, any notice required or permitted pursuant to this Agreement must be in writing, and must be given either personally or by registered or certified mail, return receipt requested, in either case to the applicable Party(ies) at their addresses set forth below:

If to the City:

Department of Community Planning and Development
City and County of Denver
201 W. Colfax Avenue, Dept. 205
Denver, Colorado 80202
Attention: Executive Director

With a required copy to:

City Attorney's Office
1437 Bannock Street, Room 350
Denver, Colorado 80202
Attention: City Attorney

If to Developer:

Cherry Creek West Development Company, LLC
1550 Wewatta Street, Suite 540
Denver, CO 80202
Attention: Amy Cara

With a required copy to:

East West Partners, LLC
1550 Wewatta Street, Suite 540
Denver, CO 80202
Attention: Chris Frampton

With a required copy to:

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attention: Cory Rutz; Diana Jenkins

Notices will be deemed delivered and effective as follows: (i) if given personally, when delivered to the Party to whom it is addressed; or (ii) if given by registered or certified mail, on the first to occur of (A) actual receipt by any of the addressees designated below as the Party to whom Notices are to be sent, or (B) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. Any Party may at any time, by giving notice as provided in this Section 6.12, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given.

6.13 Days; Next Business Day. Unless the context explicitly provides otherwise, the terms "day" or "days" refers to calendar days, not business days. If any date described herein for payment or performance falls on a Saturday, Sunday, or City holiday, the time for such payment or performance shall be extended to the next business day.

6.14 Captions, Gender, Number and Language of Inclusion. The article and section headings in this Agreement are for convenience of reference only and shall not define, limit or prescribe the scope or intent of any term of this Agreement. As used in this Agreement, the singular shall include the plural and vice versa, the masculine, feminine and neuter adjectives shall include one another, and the following words and phrases shall have the following meanings: (i) "terms" shall mean "terms, provisions, duties, covenants, conditions, representations,

warranties and indemnities", (ii) "rights" shall mean "rights, duties and obligations", (iii) "liabilities" shall mean "liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses, including reasonable attorneys' fees, except as otherwise provided for in Section 6.4," (iv) "applicable law" shall mean "all applicable Federal, state, county, municipal, local or other laws, statutes, codes, ordinances, rules and regulations, executive orders," (v) "operation" shall mean "use, non-use, possession, occupancy, condition, operation, maintenance or management", and (x) "this transaction" shall mean "the purchase, sale and related transactions contemplated by this Agreement."

6.15 Assignment; Binding Effect. This Agreement will be binding upon and, except as this Agreement expressly states otherwise (including but not limited to Section 6.2(a)), will inure to the benefit of the successors in interest or the legal representatives of the Parties. Without limitation of the foregoing, Developer will have the right to assign or transfer all or any portion of its interests, rights, or obligations under this Agreement to a Vertical Entity (as defined in Exhibit F) or to third parties acquiring an interest in the Developer's Sub-Ground Lease interest in the Property, including, but not limited to, joint venture partners or purchasers. Any assignment pursuant to this Section 6.15 (i) must be in writing with notice thereof delivered to the City no later than thirty (30) days after such assignment and assumption has taken place, and (ii) the assignee thereunder must expressly assume such obligations. The express assumption of the Developer's obligations under this Agreement by an assignee or transferee will thereby release the assignor from any further obligation or liability under this Agreement, and will release the City from further obligation to the assignor, with respect to the matters and obligations so assigned and assumed. Notwithstanding the foregoing, or anything to the contrary in this Agreement, in the event that Developer conveys, terminates, or otherwise loses its rights with respect to the Property, as evidenced by a written termination of the Sub-Ground Lease recorded in the Records at any time following the Effective Date, then any successor tenant under the SubGround- Lease, TCCLP, or Buell will have the option, but not the obligation, to elect by written notice to the City to accept and assume the role of Developer hereunder.

6.16 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, gender identity or gender expression, marital status, or physical or mental disability; and further agree to insert the foregoing provision in all subcontracts hereunder.

6.17 Appropriation. To the extent applicable, all monetary 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.

6.18 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.

6.19 No Personal Liability. No elected official, director, officer, agent, manager, member or employee of the City or Developer 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.

6.20 Conflict of Interest by City Officers. Developer 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.

6.21 No Merger. The Parties intend that the terms and conditions of this Agreement shall survive any conveyance of real property and shall not be merged into any deed conveying real property.

6.22 Intent. No provision of this Agreement will be construed as an implied waiver of any right to which Developer is entitled by law, or as an implied waiver or acquiescence in the impairment of any of substantive or procedural rights under C.R.S. § 29-20-201, *et seq.*; provided, however, that the express obligations of Developer under this Agreement will be enforceable in accordance with its terms.

6.23 Venue and Choice of Law; Waiver of Right to Jury Trial; Construction. This Agreement will be construed and enforced according to the laws of the State of Colorado, and the City Regulations, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue will be in the district court for the City and County of Denver, Colorado. To reduce the cost of and to expedite the resolution of disputes under this Agreement, each Party hereby waives any and all right to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. In the event of ambiguity in this Agreement, any rule of construction which favors a Party's interpretation as a non-drafting Party will not apply, and the ambiguous provision will be interpreted as though no specific Party was the drafter.

6.24 Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

6.25 Electronic Signatures and Electronic Records. Developer 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 a manner specified by the City. The Parties, TCCLP and Buell 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, TCCLP and Buell 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.

6.26 Examination of Records and Audits. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Developer's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Developer shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Developer to make disclosures in violation of state or federal privacy laws. Developer shall at all times comply with D.R.M.C. § 20-276.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the Effective Date.

CITY:

[INSERT CITY SIGNATURE PAGE]

DEVELOPER:

CHERRY CREEK WEST DEVELOPMENT COMPANY, LLC,
a Delaware limited liability company

By: _____
Name: Amy Cara
Title: Authorized Signatory

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 11th day of September 2024, by Amy Cara as Auth. Signatory of Cherry Creek West Development Company, LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

My commission expires: March 16, 2025

Mallory Thomas
Notary Public

MALLORY THOMAS
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20214010029
MY COMMISSION EXPIRES MAR 16, 2025

BUELL:

THE TEMPLE HOYNE BUELL FOUNDATION,
a Colorado nonprofit corporation

By: _____
[name]
[title]

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____ as _____ of The Temple Hoyne Buell Foundation, a Colorado nonprofit corporation.

WITNESS my hand and official seal.

My commission expires:_____

_____
Notary Public

TCCLP:

TAUBMAN-CHERRY CREEK LIMITED PARTNERSHIP,
a Colorado limited partnership

By: _____
[name]
[title]

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____ as _____ of TAUBMAN-CHERRY CREEK LIMITED PARTNERSHIP, a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires:_____

_____
Notary Public

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF DENVER, COLORADO, DESCRIBED AS:

COMMENCING AT A 3-1/4 INCH DIAMETER BRASS CAP MARKED PLS 34579 IN RANGE BOX FOUND FOR THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 12;

THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12, SOUTH 89°50'37" EAST, FOR 130.26 FEET;

THENCE PERPENDICULAR TO THE PREVIOUSLY DESCRIBED LINE, SOUTH 00°09'23" WEST, FOR 133.73 FEET TO THE NORTHWEST CORNER OF SAID B-3 DISTRICT AND THE POINT OF BEGINNING.

THENCE ALONG THE LINES OF SAID B-3 DISTRICT THE FOLLOWING FOUR (4) COURSES:

1. EASTERLY FOR 62.06 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 54°42'12", THE CHORD OF WHICH BEARS NORTH 73°30'30" EAST FOR 59.73 FEET;
2. THENCE SOUTH 79°08'24" EAST FOR 58.20 FEET;
3. EASTERLY FOR 188.68 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1010.00 FEET AND A CENTRAL ANGLE OF 10°42'12", THE CHORD OF WHICH BEARS SOUTH 84°29'30" EAST FOR 188.40 FEET;
4. SOUTH 89°50'37" EAST FOR 520.41 FEET;

THENCE SOUTH 00°05'28" WEST FOR 688.28 FEET TO THE SOUTH LINE OF SAID B-3 DISTRICT;

THENCE ALONG THE LINES OF SAID B-3 DISTRICT THE FOLLOWING TWO (2) COURSES:

1. WESTERLY FOR 825.05 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2751.75 FEET AND A CENTRAL ANGLE OF 17°10'44", THE CHORD OF WHICH BEARS SOUTH 88°55'10" WEST FOR 821.97 FEET;
2. THENCE NORTH 00°02'37" EAST FOR 717.29 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 560,026 SQUARE FEET OR 12.856 ACRES, MORE OR LESS.

BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR N00°02'37"E, MONUMENTED ON THE NORTH BY A 3-1/4" BRASS CAP STAMPED PLS 34879 IN RANGE BOX AND MONUMENTED ON THE SOUTH BY A 2" BRASS CAP, ILLEGIBLE, IN RANGE BOX.

EXHIBIT B
LEASING STRUCTURE

The Temple Hoyne Buell Foundation is the fee owner of the Property. Pursuant to the terms of that certain Amended and Restated Ground Lease dated November 15, 1988, as amended, TCCLP, as defined in Recital A of this Agreement, is the ground lessee of the Property. TCCLP and Developer have entered into that certain Sub-Ground Lease dated August 18, 2023, with respect to the Property (the "**Sub-Ground Lease**").

Pursuant to the Sub-Ground Lease, Developer has the right to develop the Property at such time as market conditions support, whether in a single phase or in multiple phases. The Sub-Ground Lease also permits Developer to further sub-lease one or multiple portions of the Property to an affiliated entity or to allow affiliated third parties to acquire an interest in the Sub-Ground Lease interest in the Property (each a "**Vertical Entity**"), for the purpose of developing an individual phase or phases of the Project.

The Sub-Ground Lease and any lease(s) granting rights to a Vertical Entity may be collectively referred to as the "**Sub-Ground Leases**". The Sub-Ground Leases will permit the lessee under such agreement to sub-sublease the respective leased portion(s) of the Property to one or more third parties.

EXHIBIT C
OPEN SPACE EASEMENT FORM

[follows this page]

After recording, return to:
Division of Real Estate
City and County of Denver
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202
Project Description: _____
Asset Mgmt No.: _____

PERMANENT EASEMENT FOR OPEN SPACE

THIS PERMANENT EASEMENT FOR OPEN SPACE (this "**Easement Agreement**"), made this _____ day of _____, 202_, between Temple Hoyne Buell Foundation, a Colorado nonprofit corporation, with an address of _____ ("**Grantor**") and the CITY AND COUNTY OF DENVER, a Colorado municipal corporation and a home rule city, with an address of 1437 Bannock Street, Denver, Colorado 80202 ("**Grantee**"), with the consent of TCCLP and Developer (defined below).

WHEREAS, the Grantor is the fee owner of that certain real property consisting of approximately 12.86 acres ("**Property**"), which Property is more particularly described in that certain Cherry Creek West Development Agreement recorded in the real property records of Grantee, at Reception No. _____ (the "**Development Agreement**"). Taubman-Cherry Creek Limited Partnership ("**TCCLP**") is the ground lessee of the Property. Pursuant to the Leasing Structure described in the Development Agreement, TCCLP, as lessor, and Cherry Creek West Development Company, LLC, a Delaware limited liability company ("**Developer**"), as sub-lessee, have entered into a Sub-Ground Lease with respect to the Property (the "**Sub-Ground Leasehold Estate**") with a term expiring on _____ (the "**Sub-Ground Lease Expiration Date**"). Grantor has agreed to grant this Easement Agreement, with the consent of TCCLP and Developer, pursuant to the terms of the ground lease with TCCLP and the Sub-Ground Lease with Developer.

WITNESSETH:

That for and in consideration of the Publicly Accessible Open Space as constructed by Developer, subject to and in accordance with the requirements and design standards as set forth in Division 10.8 of the Denver Zoning Code, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor, TCCLP, and Developer, as applicable, hereby agree to the following:

Grantor, with the consent of TCCLP and Developer, hereby grants and conveys unto the Grantee for the benefit of the City and the general public a permanent non-exclusive easement upon, across and over the parcel(s) described in Exhibit A attached hereto and incorporated herein by this reference (collectively, the "**Easement Area(s)**") for the purpose of using such Easement Area(s) and any improvements installed or constructed thereon for publicly accessible and usable open space ("**Open Space Easement**") subject to and in accordance with the PUD-G 36, the IMP, the UDSGs, and any subsequently approved site develop plan(s) for the Property ("Improvements").

Nothing herein shall require the City to construct, reconstruct, maintain, service or repair the Improvements.

The Open Space Easement granted herein is located in the City and County of Denver, State of Colorado, and is upon, across, and over the land described as the Easement Area. The Grantor does hereby covenant with the Grantee that it is lawfully seized and possessed of the Easement Area, and, with the consent of TCCLP and Developer, that it has a good and lawful right to grant this permanent easement in the Easement Area on the terms and conditions set forth herein.

Developer covenants and agrees that, unless otherwise authorized by a site development plan approved by the City or otherwise approved by the City in writing, no building, structure, or other above or below ground obstruction that interferes with the purpose of the Open Space Easement may be placed, erected, installed or permitted upon the Easement Area.

Developer further agrees that in the event the terms of this Open Space Easement are violated, such violation shall immediately be corrected by the Developer or Developer's contractor upon receipt of written notice from the City, or the City may itself elect to correct or eliminate such violation at the Developer's expense. The Developer shall promptly reimburse the City for any costs or expenses incurred by the City in enforcing the terms of this paragraph.

Developer further understands and agrees that with respect to the Easement Area, all laws, ordinances, and regulations pertaining to streets, sidewalks, and public places shall apply so that the public use of the improvements and the Easement Area is consistent with the use and enjoyment of any dedicated public right-of-way.

The Grantor, with the consent of TCCLP and Developer, further grants to the Grantee the right of reasonable ingress to and egress over and across adjacent portions of the Property by such route or routes as shall occasion the least practical damage and inconvenience to the Grantor,

TCCLP, and Developer, with the written consent of the such parties, for the purpose of constructing, repairing, maintaining and operating the Improvements if deemed necessary by Grantee. Such written consent of the parties shall not be unreasonably withheld. Grantee shall make reasonable effort to construct, repair, maintain and operate the Improvements from any public or private right-of-way abutting the Easement Area, prior to utilizing any adjacent portions of the Property for such purpose.

Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable State or federal law, the Charter of the City and County of Denver and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant thereto. Such applicable law, together with the Charter, Revised Municipal Code and regulations of the City and County of Denver, as the same may be amended from time to time, is hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the Denver District Court in the City and County of Denver, Colorado.

Developer shall indemnify, defend and hold harmless the City from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses arising from the environmental condition of the Easement Area, including the existence of any hazardous material, substance or waste.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants herein shall apply to and run with the land; provided, however, that notwithstanding anything to the contrary in the Development Agreement, the term of this Easement Agreement shall automatically terminate and have no further force and effect upon the Sub-Ground Lease Expiration Date.

[signature blocks and exhibits to be inserted prior to execution]

EXHIBIT D
HIGH IMPACT DEVELOPMENT COMPLIANCE PLAN

I. INTRODUCTION

Developer intends to develop the Project. The Project is a high impact development, as defined in D.R.M.C. Chapter 27, Article X, and this Plan constitutes the high impact development compliance plan required pursuant to D.R.M.C. § 27-229(a). The Property is owned by The Temple Hoyne Buell Foundation, a Colorado nonprofit corporation, which leases the entire Property to Taubman-Cherry Creek Limited Partnership, a Colorado limited partnership, pursuant to the terms of that certain Amended and Restated Ground Lease dated November 15, 1988 (as amended, restated, replaced, supplemented and modified from time to time). Taubman-Cherry Creek Limited Partnership and Developer have entered into that certain Sub-Ground Lease dated August 18, 2023, with respect to the Property ("**Sub Ground Lease**").

II. DEFINITIONS

A. The following terms used in this Plan shall have the meanings set forth below:

1. "**AMI**" means, as set forth in D.R.M.C. § 27-219(a), the median income for the Denver metropolitan area, adjusted for household size, as calculated by the U.S. Department of Housing and Urban Development.

2. "**City**" means the City and County of Denver, a home rule municipality and political subdivision of the State of Colorado.

3. "**City Regulations**" means the provisions of the D.R.M.C., the DZC, and any regulations established under either of them.

4. "**Control Period**" means the affordability period established pursuant to Section IV.B.

5. "**Developer**" means, initially, Cherry Creek West Development Company, LLC, and its successor(s) and assign(s) in interest.

6. "**Development**" means any building or structure, or group of buildings or structures. For purposes of this Plan, a Development will be any building or structure, or group of buildings or structures, shown on a single SDP.

7. "**Development Agreement**" means that certain Cherry Creek West Development Agreement entered into by and between Developer and the City with respect to the Project.

8. "**D.R.M.C.**" means the Denver Revised Municipal Code, as amended from time to time.

9. "**DZC**" means the Denver Zoning Code, as amended from time to time.

10. "**Full Buildout**" means the date on which Developer notifies the City that the Project has been completed, as evidenced by obtaining, at a minimum, Temporary Certificates of Occupancy ("**TCO**") for all buildings within the Property.

11. "**HOST**" means the City Department of Housing Stability, or any successor agency with substantially similar responsibilities.

12. "**Linkage Fee**" means the affordable housing linkage fee that is assessed pursuant to D.R.M.C. Chapter 27, Article V, as it may be amended from time to time.

13. "**Plan**" means this High Impact Development Compliance Plan.

14. "**Project**" means the anticipated development of a mixed-use commercial and residential development project located on the Property.

15. "**Property**" means that certain real property legally described on the attached Exhibit A of the Development Agreement.

16. "**Records**" means the real property records of the City Clerk and Recorder.

17. "**Rental Covenant**" means a covenant that encumbers the portion of the Property underlying such building, pursuant to the Sub-Ground Lease, in substantially the same form as is attached hereto as Schedule A, with such modifications as may be acceptable to Developer and HOST, which shall constitute a covenant running with the title to the land.

18. "**SDP**" means a site development plan, as such term is defined in the DZC.

19. "**Unit**" means a "dwelling unit," as such term is defined in DZC § 11.12.2.1.B.

B. Any initially capitalized term used herein without definition shall have the meaning set forth in the City Regulations.

III. LEGAL AUTHORITY

A. High Impact Development Compliance Plan. This Plan is a high impact development compliance plan pursuant to D.R.M.C. § 27-229(a), and has been approved in accordance with procedures and requirements set forth in D.R.M.C. § 27-229(c), including but not limited to any regulations established pursuant to D.R.M.C. § 27-230, as demonstrated by Developer's signature on the Development Agreement and the HOST Executive Director's signature at the end of this Plan.

B. Compliance with D.R.M.C. The Executive Director of HOST acknowledges that the commitments set forth in this Plan meet or exceed the compliance options set forth in D.R.M.C. § 27-224(c).

C. Community Outreach. The Executive Director of HOST acknowledges that, in connection with the Project, Developer has engaged in outreach to the surrounding community as more particularly described in Schedule B attached hereto, and that, in accordance with D.R.M.C. § 27-229(a)(2), the terms and conditions of this Plan have been negotiated and agreed upon to be responsive to such conducted community outreach.

D. Conflict. This Plan governs and controls the development of affordable housing on and the payment of Linkage Fee applicable to the Property. To the extent this Plan is silent on a matter covered by the City Regulations, the City Regulations shall control. To the extent this Plan directly conflicts with any provisions of the DZC or D.R.M.C. Chapter 27, Articles V or X, or any successor provision of the DZC or D.R.M.C. intended to govern and control the development of affordable housing and/or payment of Linkage Fee, this Plan shall control.

IV. OBLIGATION TO CONSTRUCT AND MAINTAIN AFFORDABLE HOUSING UNITS

A. Minimum Required Affordable Housing. At Full Buildout, twelve percent (12%) of the total number of Units within the Project shall be income-restricted as to be affordable to households earning no greater than sixty percent (60%) of AMI (each such Unit, an "**IRU**"). Such IRUs shall be constructed and marketed concurrently, on an approximately proportionate basis, as the Units that do not qualify as IRUs.

B. Control Period. Any IRU constructed pursuant to this Plan shall remain income-restricted for a minimum period of ninety-nine (99) years from the date of issuance of the certificate of occupancy for the building containing the IRU.

C. Compliance With City Regulations. Except as otherwise expressly set forth herein, the design, construction, maintenance, and operation of IRUs within the Project shall comply with all City Regulations.

D. No Cash in Lieu Alternative. The obligations set forth in this Section IV may not be satisfied by the payment of cash in lieu of construction and maintenance of IRUs.

V. LIMITATIONS AND REQUIREMENTS ON AFFORDABLE HOUSING UNITS

For any building within the Project that will contain an IRU, Developer shall, as a condition of the City's issuance of the first certificate of occupancy for the building, cause the recording in the Records of a Rental Covenant with respect to the portion of the Property upon which the IRUs are constructed. Each Rental Covenant shall provide all the information required by applicable City Regulations, including that all IRUs shall be occupied by tenants whose household incomes are at or below the AMI limitation for such IRU and that the rent for such IRU shall not exceed the applicable income limitation for such IRU, for the duration of the Control Period.

VI. LINKAGE FEES

A. Linkage Fee Applicable to Certain Development. All Development that would otherwise be subject to the payment of the Linkage Fee pursuant to D.R.M.C. § 27-153 will be required to pay the Linkage Fee as follows:

1. Within structures that do not contain IRUs, with respect to any street level Primary Commercial Sales, Services, & Repair uses pursuant to the DZC, the Linkage Fee will be assessed at the then-current rate pursuant to the City Regulations.

2. Within structures containing IRUs, any street level Primary Commercial Sales, Services, & Repair uses pursuant to the DZC shall be exempt from the obligation to pay any Linkage Fee.

3. With respect to any Development that does not meet any of the foregoing categories set forth in Section VI.A.1 or VI.A.2, the Linkage Fee will be assessed at two (2) times the then-current rate pursuant to the City Regulations.

B. Additional Linkage Fee Waivers and Refunds. In recognition of commitments made by Developer in Article 5 of the Development Agreement, Development shall be eligible for certain waivers and refunds of their Linkage Fee obligation as follows:

1. Affordable Retail Space. Per Section 5.1 of the Development Agreement, Developer has committed to lease a minimum of eight thousand (8,000) square feet of rentable floor area in accordance with Affordable Leases (as defined in the Development Agreement). In line with this commitment, HOST has agreed to waive the Linkage Fee obligation for eight thousand (8,000) square feet of the uses described in VI.A.1 above, according to the following schedule:

(1) The City shall waive the Linkage Fee for the first four thousand (4,000) square feet of street level Primary Commercial Sales, Services, & Repair uses within structures that do not contain IRUs.

(2) An additional Linkage Fee waiver shall be applied to the first building permit(s) following the date upon which Developer has entered into sub-leases for a combined fifty thousand (50,000) square feet of rentable floor area within the Project for any Primary Commercial Sales, Services, & Repair uses (including, but not limited to, such uses on the street level, but specifically excluding Arts, Recreation, & Entertainment uses within such classification). Following that date, the City shall waive the Linkage Fee for an additional four thousand (4,000) square feet of street level Primary Commercial Sales, Services, & Repair uses within structures that do not contain IRUs.

(3) With respect to each of the foregoing waivers, the Developer may choose to allocate such waivers among multiple buildings within the above-referenced phases, such that, by way of example only and not limitation, should the first Development within the Project include only 2,500 square feet of rentable square footage eligible for such waivers, the Developer may allocate the additional 1,500 square feet of rental square footage eligible for such waivers among one or more subsequent Developments.

2. Childcare. Per Section 5.2 of the Development Agreement, Developer has made certain commitments to encourage the inclusion of a Day Care Center or Elementary or Secondary School (each as defined in the DZC) within the Project (collectively, "Childcare Uses"). If Developer enters into a sub-lease for any Childcare Uses, then any Development or portion thereof that constitutes a Childcare Use shall be eligible for a refund in the amount of the Linkage Fee that was paid for such Development, on a square footage basis. Developer will become eligible for such refund upon issuance of zoning use permit for the Childcare Use. The process for requesting such refund is described in Section 6.VII of the Mandatory Affordable Housing Ordinance & Affordable Permanent Funds Ordinance Administrative Rules and Regulations adopted on December 12, 2022, as amended from time to time, as authorized by Section 27-156(d) of the D.R.M.C.

VII. INCENTIVES

The Project shall have access to the permit fee reduction and all vehicle parking incentives pursuant to Section 27-224(b)(1) and Section 27-224(c)(1) of the DRMC. The Project shall not have access to any other incentives described in Section 27-224 of the DRMC.

VIII. ENFORCEMENT AND COMPLIANCE

A. SDP Monitoring. Developer shall ensure that the requirements of this Plan are met with each SDP filed for land within the Property. To allow for periodic assessment of compliance, each SDP that includes Units shall include a compliance report noting (a) the number of current and anticipated Units within each Development in the Project, disaggregated by bedroom count (e.g. studio, 1-bedroom, 2-bedroom, etc.); (b) the number of current and anticipated IRUs within each Development in the Project, disaggregated by bedroom count (e.g. studio, 1-bedroom, 2-bedroom, etc.); and (c) the current and anticipated affordability levels of completed and planned IRUs. The City shall not approve any SDP if Developer fails to provide the information required by this Section VII.A, and the City shall not approve any SDP that is inconsistent with this Plan unless and until the SDP is revised to be consistent with this Plan.

B. Default in Performance Under Plan. The City may deny issuance of further building permits or certificates of occupancy within the Project if the Project is not in

compliance with the requirements of this Plan, or if Developer fails to fulfill or perform any express obligation of Developer stated in this Plan.

C. Default in Performance Under Rental Covenant. The owner of any IRU, or its designee, shall be responsible for compliance with any Rental Covenant and for periodic reporting to HOST on such compliance. HOST will be responsible for monitoring such compliance, and the City's enforcement authority, applicable penalties, and any appeal right will be governed by City Regulations.

IX. MISCELLANEOUS

A. Termination. This Plan shall remain in full force and effect until the earliest of the following to occur:

1. Full Buildout; or

2. Mutual execution of an instrument terminating this Plan by and between Developer and HOST.

Upon such termination of this Plan, HOST agrees to execute an instrument in recordable form reasonably requested by Developer confirming termination of this Plan.

B. Amendments and Modifications. This Plan may be amended or modified only pursuant to an amendment to the Development Agreement.

C. Entire Agreement. This Plan, together with any exhibits, schedules, or documents referred to in, or supplied pursuant to the terms of this Plan, contains the entire agreement relative to affordable housing within the Project and supersedes all prior oral representations, covenants, understandings or other agreements between the parties or their agents.

D. Covenants Running with the Land. All provisions of this Plan will be deemed to be covenants running with the land or equitable servitudes, as the case may be. The benefits, burdens and other provisions contained in this Plan will be binding upon and will inure to the benefit of Developer and the City and their respective successors and assigns. The City acknowledges that Developer may assign its rights and obligations hereunder to any affiliates of Developer, in whole or in part, to whom Developer has granted, or caused to be granted, the rights to develop all or any portion of the property within the Project, and that in the event of such assignment, the assignee with respect to the applicable parcel will become responsible for obligations under this Plan with respect to such parcel.

E. Third Party Beneficiaries. Enforcement of the terms and conditions of this Plan, and all rights of action relating to such enforcement will be strictly reserved to the City and Developer and nothing contained in this Plan will give or allow any such claim or right of action by any other or third person regarding the terms and conditions hereof. It is the express intention of the City and Developer that any

person other than the City or Developer receiving services or benefits under this Plan will be deemed to be an incidental beneficiary only.

F. Section Headings. The section headings are inserted only for convenient reference and do not define, limit or prescribe the scope of this Plan.

G. Governing Law. This Plan will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the City Regulations. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Plan will be in the District Court of the State of Colorado, Second Judicial District.

H. Severability. If any terms, covenants or provisions of this Plan will be illegal or unenforceable for any reason, the same will not invalidate any other term, covenants or provisions, and all of the remaining terms, covenants and provisions will remain in full force and effect.

[signature pages to be inserted prior to execution]

The foregoing High Impact Development Compliance Plan is APPROVED by the Executive Director of the Department of Housing Stability.

_____

Name: Jamie Rife

Title: Executive Director

Schedule A
Form of Rental Covenant

WHEN RECORDED MAIL TO:

Department of Housing Stability
Attention: Catalytic Projects Team
201 W. Colfax Ave., Dept. 615
Denver, CO 80202

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

RENTAL AND OCCUPANCY COVENANT

THIS RENTAL AND OCCUPANCY COVENANT is made this ____ day of _____, 20____, by _____, a _____ ("Owner"), and enforceable by the City and County of Denver, Colorado ("City").

RECITALS:

WHEREAS, Owner owns the following described real property in the City and County of Denver, State of Colorado (the "Subject Property"):

[fill in]

WHEREAS, pursuant to the provisions of the Mandatory Affordable Housing Ordinance as set forth in Article X of Chapter 27 of the Denver Revised Municipal Code as amended from time to time (the "MAH Ordinance") and the Mandatory Affordable Housing Ordinance & Affordable Housing Permanent Funds Ordinance Administrative Rules and Regulations (the "Rules"), Owner shall provide that certain units within the Subject Property will be built as Income Restricted Units as defined in the Affordable Housing Plan (defined below), and this Covenant;

WHEREAS, in order to document compliance with the MAH Ordinance and a plan for construction of Income Restricted Units, the City approved the Affordable Housing Plan submitted by the Owner, dated _____ and recorded under Reception No. _____ in the real estate records of the City and County of Denver; and

WHEREAS, the MAH Ordinance and Rules require Owner to record a covenant that shall apply to the Subject Property and run with the land to ensure that certain rental and occupancy limitations, and administrative requirements for the Income Restricted Units are met and to assign to the City the right to enforce compliance with this Covenant.

NOW THEREFORE, the following are established as covenants running with the Subject Property:

1. **Definitions**

i. "Area Median Income" (AMI) means the area median income, adjusted for household size, for the Denver metropolitan area as determined by the U.S. Department of Housing and Urban Development.

ii. Income Restricted Units ("IRUs") means those _[# of units]___ rental housing units located within the Subject Property as are designated from time to time by Owner. IRUs must be restricted as to the rent charged and resident income allowed pursuant to the Covenant.

iii. "Compliance Report" means the annual reporting mechanism submitted to HOST, the form of which will be maintained on HOST's website or otherwise supplied by HOST, that Owner shall prepare and provide to the City pursuant to Section 5 of this Covenant.

iv. "Eligible Household" means a natural person who, at the time of entering into the lease for an IRU or a renewal of such lease, verifies to Owner on the Income Verification that the total gross income earned by such person is [XX]%, [YY]%, or [FILL IN AS NECESSARY]%) or less of the of AMI for the resident's household size.

v. "Income Verification" means the process by which a household has been determined to be eligible to occupy or purchase an IRU.

vi. "Initial Leasing Period" means the period commencing on the first date a certificate of occupancy is issued for any building within the Subject Property that contains IRUs and ending on the earlier of the date when all IRUs have been fully leased or six months after certificate of occupancy.

vii. "Resident Income Certification" (RIC) means a certification, the form of which will be maintained on HOST's website or otherwise supplied by HOST, regarding resident eligibility to live in the Affordable Unit; and any successor certification, as required by HOST from time to time.

2. **Rent Limitations**. The rent limitation for the IRUs are as follows:

i. (##) of the IRUs (the "XX% Units") will have rents not exceeding the amount posted on the website of the City and County of Denver's Department of Housing

Stability ("HOST"), or any successor agency which is assigned responsibility for the City's MAH Ordinance, for households earning [XX]% or less of AMI.

ii. (##) of the IRUs (the "YY% Units") will have rents not exceeding the amount posted on the website of HOST for households earning [YY]% or less of AMI.

iii. [REPEAT AS NECESSARY]

iv. The maximum allowable rents posted on HOST's website are based upon the AMI threshold published by the U.S. Department of Housing and Urban Development. Using these gross rental limits, HOST's maximum allowable net rents are calculated by subtracting the utility allowance published annually by the Colorado Department of Local Affairs (DOLA) and any other "non-optional" fees charged to residents.

3. **Occupancy/Income Limitations**. The occupancy and income limitations for the IRUs are as follows:

i. The XX% Units shall be occupied by Eligible Households whose incomes are at or below [XX]% of AMI.

ii. The YY% Units shall be occupied by Eligible Households whose incomes are at or below [YY]% of AMI.

iii. [REPEAT AS NECESSARY]

iv. Owner shall have responsibility to assure that a household or individual is an Eligible Household before executing a lease contract, and shall complete an Income Verification for each Eligible Household. Owner shall also offer the IRUs to Eligible Households through a fair and equitable system and use good-faith efforts to enter into leases with and market to Eligible Households.

4. **Amount of Income Restricted Units**. Owner shall provide no less than (__) IRUs on the Subject Property. All of the IRUs are floating and are designated as follows:

BEDROOMS	XX% Units	XX% Units	XX% Units	XX% Units	XX% Units	XX% Units

Studio						
1 Bedroom						
2 Bedroom						
3 Bedroom						
TOTAL						

5. **Compliance and Reporting.**

i. At the end of the Initial Leasing Period, Owner shall submit a Compliance Report, indicating how many IRUs were made available and leased during the Initial Leasing Period and a copy of a signed Resident Income Certification (RIC) for each Eligible Household that entered into a lease during the Initial Leasing Period.

ii. Owner shall demonstrate continued compliance with this Covenant after the Initial Leasing Period by submitting to the City a Compliance Report on an annual basis during the term of this Covenant. Reports are to be submitted within 30 days of HOST's request.

iii. The Income Verifications for each Eligible Household shall be maintained by Owner at the management office at the Subject Property or such other place where Owner's books and records are kept in the Denver metropolitan area for so long as the Eligible Household occupies an IRU. HOST reserves the right to request Income Verification documentation as needed to verify compliance.

iv. Upon reasonable notice and during the normal business hours maintained by Owner at the management office at the Subject Property or such other place where the requested books and records are kept in the Denver metropolitan area, Owner shall permit any duly authorized representative of the City to inspect any books or records of Owner pertaining to the project at the Subject Property containing IRUs which reasonably relate to Owner's compliance with the terms and conditions of this Covenant.

v. Owner acknowledges that the City may, upon reasonable notice and during the normal business hours maintained by the Owner, perform housing quality standard inspections as necessary to ensure IRUs are maintained at minimum quality standards in accordance with the Rules. These inspections may take place during the Initial Leasing Period as well as throughout the term of affordability.

vi. Owner acknowledges that the City may, at its election, hire a compliance agent, to monitor Owner's compliance with this Covenant. In such an event, Owner shall be authorized to rely upon any written representation made by the compliance agent on behalf of the City.

6. **Termination of Lease**. The form of lease to be used by Owner in renting any IRUs to Eligible Households shall also provide for termination of the lease and consent by such resident to immediate eviction if such resident subleases the IRU, attempts to sublease the IRU, or provides the IRU as a short-term rental as defined by Article III, Chapter 33 of the Denver Revised Municipal Code.

7. **Term**. This Covenant shall encumber the Subject Property for a period of ninety-nine (99) years from the date of recording hereof and shall not be amended or modified without the express written consent of the City and County of Denver.

8. **Run with the Land**. The Covenant shall run with the Subject Property and shall be binding on all persons having or acquiring an interest in title to the Subject Property, all upon terms, provisions, and conditions set forth in this Covenant.

9. **Seniority of Covenant**. The Covenant is senior to all instruments securing permanent financing.

10. **Survivability**. If any provision of this Covenant shall be held by a court of proper jurisdiction to be invalid, illegal or unenforceable, the remaining provisions shall survive and their validity, legality or enforceability shall not in any way be affected or impaired thereby.

11. **Enforcement**. This Covenant may be enforced by the City and County of Denver, or the Executive Director of HOST.

12. **Memorandum of Acceptance**. Upon any sale of the Subject Property, Owner shall require the grantee of the Subject Property to execute a Memorandum of Acceptance and shall deliver a copy of such Memorandum of Acceptance to the Executive Director of HOST not less than thirty (30) days after such sale is consummated.

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Updated July 27, 2022

IN WITNESS WHEREOF, Owner has caused this Covenant to be executed on the date first written above.

OWNER: _____,

a _____ _____

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of_____ _____, 20__, by _____ as _____ of _____, a _____ _____.

Witness my hand and official seal.
My commission expires:_____.

_____
Notary Public

Updated July 27, 2022

ACCEPTANCE BY THE CITY AND COUNTY OF DENVER

The foregoing Rental and Occupancy Covenant, and its terms are hereby accepted by the City and County of Denver, Colorado.

CITY AND COUNTY OF DENVER, COLORADO

By:_____
Name:_____
Title:_____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____ as _____ of the City and County of Denver, Colorado.

Witness my hand and official seal.
My commission expires:_____.

_____
Notary Public

Updated July 27, 2022

Schedule B
Community Outreach Summary

Since initiating the Large Development Review (LDR) and Framework process in November 2021, the Cherry Creek West (CCW) project team has held over 75 meetings with a wide range of city, community and business leaders, and neighborhood organizations. This extensive outreach effort included presentations, listening sessions, open houses and issue-specific discussions.

Given the importance of the site, we have taken an expansive approach to meeting with Registered Neighborhood Organizations (RNOs) and other organizations in the area. We kicked off the Large Development Review (LDR) process in November 2021 with a press release ensuring broad media attention for the purpose of providing information and awareness to the public. We also created a website (https://cherrycreekwest.com/) where people from the public could view project information, learn about updates, sign up for more information, view answers to frequently asked questions (FAQs), and contact the project team.

We held multiple meetings and presentations with the following organizations:

1. **Cherry Creek Steering Committee**
2. **Cherry Creek North Neighborhood Association**
3. **Country Club Historic Neighborhood Association**
4. **Cherry Creek East Association**
5. **HOAs: Miller Park, Polo Club, 2700 E. Cherry Creek Drive, Monroe Point**
6. **Cherry Creek North BID and Cherry Creek Business Alliance**
7. **Cherry Creek Chamber of Commerce**
8. **Transportation Solutions**
9. **Denver Country Club – Long Range Planning Committee**
10. **Greenway Foundation**
11. **Denver Streets Partnership**
12. **Historic Denver**
13. **Others**

Through the strong organization, inclusiveness, and regular meetings & coordination of the **Cherry Creek Steering Committee**, which includes the RNOs and other Cherry Creek organizations above, we were also able to present and discuss the project and answer questions with a broader set of neighbors north of 6th Avenue, south of Cherry Creek, and east of Colorado Blvd including the Hilltop Neighborhood Association.

Our project team met with countless individuals and provided 30+ presentations during our LDR, PUD, and HIDCP processes. We held our **Community Information Meeting (CIM)** in August of 2022 (over 200 attendees) and a subsequent **Community Meeting & Open House** in August of 2023 with over 100 attendees. We mailed postcards to an expanded area surrounding the site for both community meetings. In both of these public meetings, our project team was able to respond to countless questions from neighbors and interested stakeholders.

We hosted a tent and pop up station during **Bike to Work Day** in June 2023 to highlight the unique opportunity next to the Cherry Creek Trail and provide information on the project, an opportunity

to sign up for information, and refreshments for bikers and walkers on the trail. We also partnered with numerous local organizations to present and provide information at the following local events:

1. **Transportation Solutions – The Road Home (2022, 2023, 2024)**
2. **Cherry Creek Arts Festival (2022, 2023)**
3. **Cherry Creek Alliance – State of Cherry Creek (2022, 2023)**
4. **Cherry Creek Chamber – Annual Luncheon (2022) and Annual Walking Tour (2023)**
5. **NAIOP Cherry Creek Walking Tour (2023)**
6. **Panels and presentations with the Colorado Real Estate Journal, BusinessDen, and BisNow**

In our outreach to both community stakeholders and City Council members, we verified the need for affordable housing at the 60% Area Median Income (AMI) level to support the retail, hospitality, service, and other small business workers in the Cherry Creek Area. Specifically, conversations with neighborhood leaders and small business employers provided feedback that critical workers who add to the vibrancy of the neighborhood are required to travel long distances to their jobs with unreliable access to transportation.

By providing onsite affordable units at 60% AMI, CCW would serve a critical population of workers who would now be able to live, work and play in the same neighborhood without having to commute long distances. Examples of employees earning 60% AMI in the Cherry Creek area include entry-level store managers, security professionals, facilities crews, wellness and spa workers, and construction workers – all of whom serve Cherry Creek in significant ways and would now be able to secure housing opportunities in the very same neighborhood they work.

Also equally important to note is the feedback we heard from the community and members of City Council that affordable housing opportunities need to be integrated into the project in a thoughtful and inclusive manner. As such, CCW will commit to building affordable units throughout the site and mixed into various buildings to create a true mixed-income-serving community. The same affordable units will be delivered alongside our market rate units, demonstrating CCW's commitment to providing affordable units at a time when they are needed the most.

Further, the need for more city resources to address the City's housing needs was apparent in our outreach, so in addition to building the 12% high impact level of affordable housing on site and mixed in with the overall development, Cherry Creek West agreed to pay double the linkage fee on office development to help advance affordable housing goals throughout the City & County of Denver. This commitment – which is double the amount normally required for office development – provides the City of Denver with significant and important funding for affordable housing initiatives throughout the city and helps further Denver's affordable housing goals.

Lastly, adopted plans demonstrate significant need for more affordable housing in the Chery Creek neighborhood. This includes, but is not limited to, Comprehensive Plan 2040, Blueprint Denver, and the Cherry Creek Area Plan all document the need for more housing supply, affordable housing options, and a greater diversity of housing in the area.

EXHIBIT E
VESTED C-CCN-12 ZONE DISTRICT STANDARDS

USE CATEGORY	SPECIFIC USE TYPE	C-CCN-3 C-CCN-4 C-CCN-5 C-CCN-7 C-CCN-8 C-CCN-12
RESIDENTIAL PRIMARY USE CLASSIFICATION		
Household Living	Dwelling, Multi-Unit	L-ZP
	Dwelling, Live / Work	L-ZP
Residential Care	Residential Care, Type 1[1]	L/L-ZP
	Residential Care, Type 2[1]	L-ZP
	Residential Care, Type 3[1]	L-ZPCIM
	Residential Care, Type 4[1]	L-ZPCIM
CIVIC, PUBLIC & INSTITUTIONAL PRIMARY USE CLASSIFICATION		
Community / Public Services	Community Center*	L-ZP
	Day Care Center	P-ZP
	Postal Facility, Neighborhood	P-ZP
	Public Safety Facility	P-ZP
Cultural/Special Purpose/Public Parks & Open Space	Library	P-ZP
	Museum	P-ZP
Education	Elementary or Secondary School	L-ZP
	University or College	L-ZP
	Vocational or Professional School	L-ZP
Public and Religious Assembly	All Types	P-ZP
COMMERCIAL SALES, SERVICES, & REPAIR PRIMARY USE CLASSIFICATION		
Arts, Recreation & Entertainment	Arts, Recreation and Entertainment Services, Indoor	P-ZP
	Arts, Recreation and Entertainment Services, Outdoor*	L-ZPIN
Parking of Vehicles	Parking, Garage	L-ZP
Eating & Drinking Establishments	All Types	P-ZP
Lodging Accommodations	Bed and Breakfast Lodging	P-ZP
	Lodging Accommodations, All Others	P-ZP
Office	Dental / Medical Office or Clinic	L-ZP
	Office, All Others	P-ZP
Retail Sales, Service & Repair (Not Including Vehicle or Equipment Sales, Service & Repair)	Animal Sales and Services, Household Pets Only	L-ZP
	Food Sales or Market	P-ZP
	Retail Sales, Service & Repair, All Others	P-ZP
Vehicle / Equipment Sales, Rentals, Service & Repair	Automobile / Motorcycle / Light Truck Sales, Rentals, Leasing; Pawn Lot or Vehicle Auctioneer*	L-ZP

[1] Vested rights apply only to Assisted Living Facilities, Nursing Homes, and Hospices, as defined in Section 11.12.2.3 of the Denver Zoning Code.

USE CATEGORY	SPECIFIC USE TYPE	C-CCN-3 C-CCN-4 C-CCN-5 C-CCN-7 C-CCN-8 C-CCN-12
INDUSTRIAL, MANUFACTURING & WHOLESALE PRIMARY USE CLASSIFICATION		
Industrial Services	Food Preparation and Sales, Commercial	L-ZP
AGRICULTURE PRIMARY USE CLASSIFICATION		
Agriculture	Garden, Urban*	L-ZP
	Plant Nursery	L-ZP
ACCESSORY TO PRIMARY RESIDENTIAL USES USE CLASSIFICATION		
	Garden*	L
	Kennel or Exercise Run*	L
ACCESSORY TO PRIMARY NONRESIDENTIAL USES USE CLASSIFICATION		
Accessory to Primary Non-residential Uses	Outdoor Gathering Area*	L / L-ZP / L-ZPIN
	Outdoor Entertainment Accessory to an Eating/Drinking Establishment Use*	L-ZPIN / ZPSE
	Outdoor Retail Sale and Display*	L-ZP / ZPSE
TEMPORARY USE CLASSIFICATION		
Temporary Uses	Bazaar, Carnival, Circus or Special Event*	L-ZP
	Health Care Center	P-ZP
	Outdoor Retail Sales*	L-ZP
	Outdoor Sales, Seasonal*	L-ZP
	Retail Food Establishment, Mobile*	L-ZP

EXHIBIT F
VESTED C-MX-12 ZONE DISTRICT STANDARDS

USE CATEGORY	SPECIFIC USE TYPE	C-MX-12 Parking Requirement
RESIDENTIAL PRIMARY USE CLASSIFICATION		
Household Living	Dwelling, Multi-Unit	• Vehicle: 0.75/unit • Bicycle: 1/ 2 units (80/20)
	Dwelling, Live / Work	• Vehicle: 0.75/unit • Bicycle: 1/ 2 units (80/20)
Residential Care	Residential Care, Type 1	• Vehicle: .25/1,000 sf GFA • Bicycle: No requirement
	Residential Care, Type 2	• Vehicle: .25/1,000 sf GFA • Bicycle: No requirement
	Residential Care, Type 3	• Vehicle: .25/1,000 sf GFA • Bicycle: No requirement
	Residential Care, Type 4	• Vehicle: .25/1,000 sf GFA • Bicycle: No requirement
CIVIC, PUBLIC & INSTITUTIONAL PRIMARY USE CLASSIFICATION		
Community / Public Services	Community Center*	• Vehicle: No requirement • Bicycle: 1/10,000 sf GFA (0/100)
	Day Care Center	• Vehicle: 1/ 1,000 sf GFA • Bicycle: 1/ 10,000 sf GFA (0/100)
	Postal Facility, Neighborhood	• Vehicle: 1.25/ 1,000 sf GFA • Bicycle: 1/7,500 sf GFA (20/80)
	Public Safety Facility	• Vehicle: 1/ 1,000 sf GFA • Bicycle: 1/ 10,000 sf GFA (0/100)
Cultural/Special Purpose/Public Parks & Open Space	Library	• Vehicle: 1/ 1,000 sf GFA • Bicycle: 1/ 10,000 sf GFA (0/100)
	Museum	• Vehicle: 1/ 1,000 sf GFA • Bicycle: 1/ 10,000 sf GFA (0/100)
Education	Elementary or Secondary School	• Vehicle: 1/1,000 sf GFA • Bicycle: 1/10,000 sf GFA (0/100)
	University or College	• Vehicle: 1/ 1,000 sf GFA • Bicycle: 1/ 10,000 sf GFA (0/100)
	Vocational or Professional School	• Vehicle: 1/ 1,000 sf GFA • Bicycle: 1/ 10,000 sf GFA (0/100)
Public and Religious Assembly	All Types	• Vehicle: No requirement • Bicycle: 1/10,000 sf GFA (0/100)
COMMERCIAL SALES, SERVICES, & REPAIR PRIMARY USE CLASSIFICATION		
Arts, Recreation & Entertainment	Arts, Recreation and Entertainment Services, Indoor	• Vehicle - Artist Studio: 0.3/1000 sf GFA - All Others: 1.25/ 1,000 sf GFA • Bicycle: 1/7,500 sf GFA (20/80)
	Arts, Recreation and Entertainment Services, Outdoor*	• Vehicle: 1.25/ 1,000 sf GFA • Bicycle: 1/7,500 sf GFA(20/80)
Parking of Vehicles	Parking, Garage	No Parking Requirements
Eating & Drinking Establishments	All Types	• Vehicle: 2.5/ 1,000 sf GFA • Bicycle: 1/1,500 sf GFA (0/100)
Lodging Accommodations	Bed and Breakfast Lodging	• Vehicle: 0.875/guest room or unit • Bicycle: 1/ 7,500 sf GFA (60/40)
	Lodging Accommodations, All Others	• Vehicle: 0.5/ guest room or unit • Bicycle: 1/ 7,500 sf GFA (60/40)
Office	Dental / Medical Office or Clinic	• Vehicle: 1.25/ 1,000 sf GFA • Bicycle: 1/7,500 sf GFA (60/40)
	Office, All Others	• Vehicle: 1.25/ 1,000 sf GFA • Bicycle: 1/7,500 sf GFA (60/40)
Retail Sales, Service & Repair (Not Including	Animal Sales and Services, Household Pets Only	• Vehicle: 1.25/ 1,000 sf GFA • Bicycle: 1/7,500 sf GFA(20/80)

USE CATEGORY	SPECIFIC USE TYPE	C-MX-12 Parking Requirement
Vehicle or Equipment Sales, Service & Repair)	Food Sales or Market	• Vehicle: 1.25/ 1,000 sf GFA • Bicycle: 1/7,500 sf GFA (20/80)
	Retail Sales, Service & Repair, All Others	• Vehicle: 1.25/ 1,000 sf GFA • Bicycle: 1/7,500 sf GFA (20/80)
Vehicle / Equipment Sales, Rentals, Service & Repair	Automobile / Motorcycle / Light Truck Sales, Rentals, Leasing; Pawn Lot or Vehicle Auctioneer*	• Vehicle: .5/ 1,000 sf GFA • Bicycle: No requirement
INDUSTRIAL, MANUFACTURING & WHOLESALE PRIMARY USE CLASSIFICATION		
Industrial Services	Food Preparation and Sales, Commercial	• Vehicle: .5 / 1,000 sf GFA • Bicycle: No requirement
AGRICULTURE PRIMARY USE CLASSIFICATION		
Agriculture	Garden, Urban*	• Vehicle: .5/ 1,000 sf GFA • Bicycle: No requirement
	Plant Nursery	• Vehicle: .5/ 1,000 sf GFA • Bicycle: No requirement
ACCESSORY TO PRIMARY USES USE CLASSIFICATION		
Accessory to Primary Non-residential Uses		Parking is Not Required for Accessory Uses
TEMPORARY USE CLASSIFICATION		
Temporary Uses		Parking is Not Required for Temporary Uses