

DEVELOPMENT AGREEMENT
(High Point)

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

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

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

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

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

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

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

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

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

1. **Obligated Parties.**

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Conveyance Requirements.

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

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

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

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

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

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

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

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

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

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

(ii) Landscaping and irrigation system.

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

(1) The bridge shall be constructed with a four inch (4") high continuous toe board;

(2) The bridge shall be constructed with a camber not exceeding 1:50 (i.e., a 1 foot rise in 50 feet);

(3) The bridge shall be constructed with self-weathering steel having a minimum yield strength greater than 50,000 PSI;

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

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

(v) Lighting for the Neighborhood Park.

(vi) Multi-use courts and associated lighting.

(vii) Picnic facilities and shelter and associated seating.

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

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

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

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

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

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

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

(xv) One public restroom facility.

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

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

(ii) Natural landscaping.

(iii) Berming and grading.

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

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

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

(i) Natural landscaping.

(ii) Berming and grading.

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

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

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

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

amenities in accordance with the approved Park Development Plan:

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

(ii) Landscaping and irrigation system.

(iii) Furnishings appropriate for the Commercial Park.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **Vesting.**

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

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

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

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

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

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

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

11. **General Provisions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(q) Appropriation. All obligations of the City under and pursuant to this Agreement are subject to prior appropriations of monies expressly made by the City Council for the purposes of this Agreement and paid into the Treasury of the City.

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

(s) No Personal Liability. No elected official, director, officer, agent, manager, member or employee of the City or Owner shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or

because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

(t) Conflict of Interest by City Officers. Owner represents that to the best of its information and belief no officer or employee of the City is either directly or indirectly a party to or in any manner interested in this Agreement except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

By _____
Assistant City Attorney

CITY AND COUNTY OF DENVER,
a Colorado municipal corporation

By: _____
Mayor

RECOMMENDED AND APPROVED:

By: _____
Manager of Parks and Recreation

By: _____
Manager of Public Works

By: _____
Manager of Community Planning
and Development

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance

By: _____
Auditor

Contract Control No. _____

"CITY"

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

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

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

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

By: _____
Name: _____
Title: _____

"HIGH POINT" OR "OWNER"

LIST OF EXHIBITS

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

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

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

Denver Parks and Open Space Inventory and Data

Planning Area Designation	Intent Statements for Parks and Open Space	Required Park and Open Space Calculations	Total Net Acreage Provided (per Park Legal Descriptions)	Total Gross Acreage Provided (per GDP Amendment)	Final Ownership
PA- 24a Uplands Open Space	<i>Seating areas, an Urban contextual park/plaza serving the transit stop and enhanced native landscape treatment</i>	Single-unit dwelling (up to 7 du/ac)= 206 (0.0153 ac/units)= 3.15 ac Single or Multi unit dwelling (8-18 du/ac)= 192 (0.0183 ac/units)= 3.51 ac Multi-Family (greater than 18 du/ac)= 330 (0.0122 ac/unit)= 4.03 ac The Uplands development= 161.7 ac (2% of net area)= 3.23 Denver High Point residential et. al. other non-residential development= 72.1ac (2% of net area)= 1.44 ac Total Required= 15.36 ac	1.7 AC	1.7 AC	CCD
Total Parks and Open Space Acreage in Denver =			24.51 AC	27.8 AC	
Total Parks and Open Space Acreage in Denver =			33.31 AC (net, excluding gas line easement)	37.6 AC (gross)	
Total Parks and Open Space Acreage in Denver =			33.66 AC (net, including gas line easement)		

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

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

To Be Attached

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

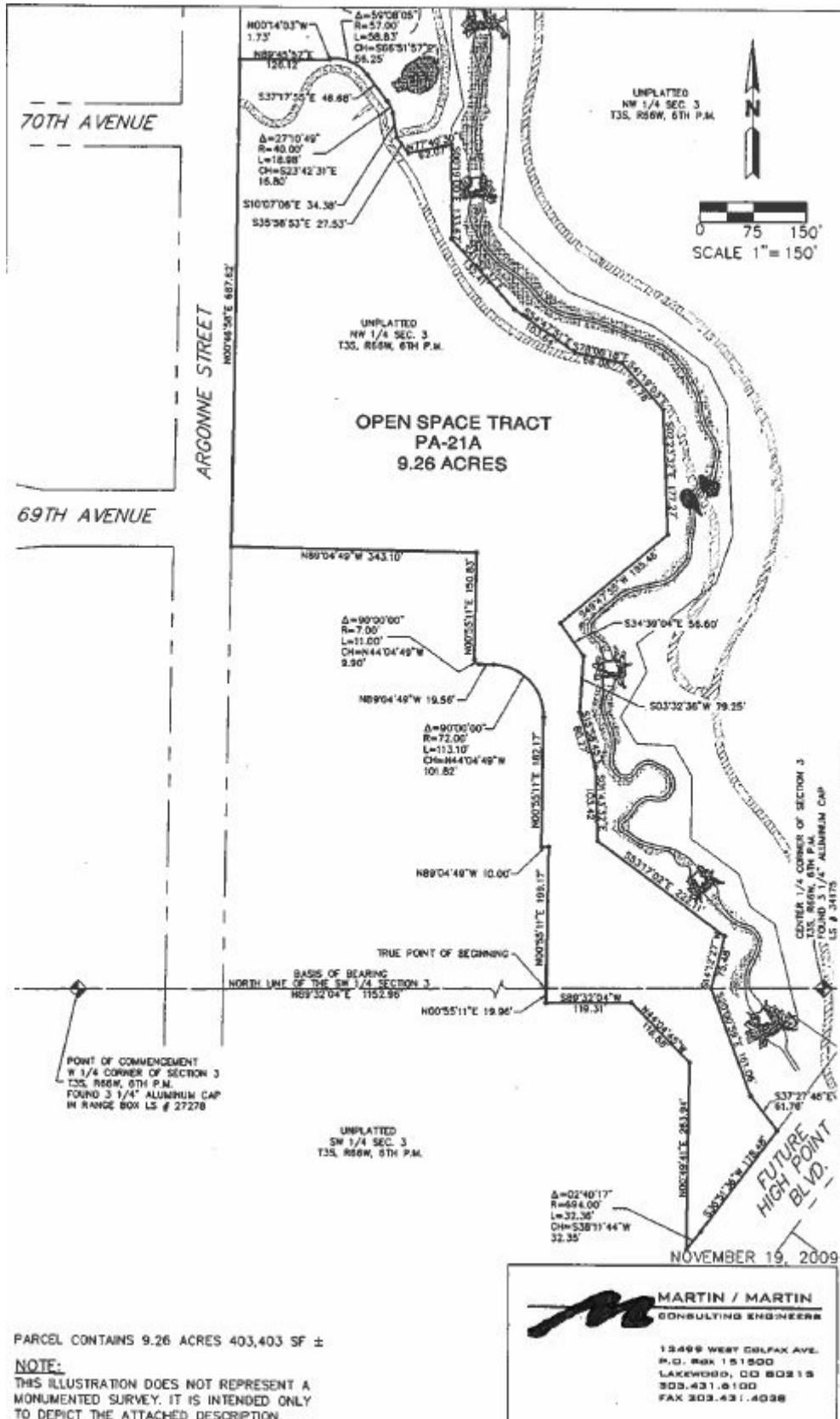
LEGAL DESCRIPTION
HIGH POINT SUBDIVISION
OPEN SPACE TRACT PA-21A

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

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 3; THENCE N89°32'04"E, 1,152.98 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO THE TRUE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE N00°55'11"E, 199.71 FEET; THENCE N89°04'49"W, 10.00 FEET; THENCE N00°55'11"E, 182.17 FEET TO A POINT OF CURVATURE; THENCE 113.10 FEET ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 72.00 FEET AND A CHORD THAT BEARS N44°04'49"W, 101.82 FEET; THENCE N89°04'49"W, 19.58 FEET TO A POINT OF CURVATURE; THENCE 11.00 FEET ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 7.00 FEET AND A CHORD THAT BEARS N44°04'49"W, 9.90 FEET; THENCE N00°55'11"E, 150.83 FEET; THENCE N89°04'49"W, 343.10 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF ARGONNE STREET; THENCE ALONG ARGONNE STREET RIGHT-OF-WAY LINE N00°46'58"E, 687.62 FEET; THENCE DEPARTING SAID ARGONNE STREET RIGHT-OF-WAY LINE N89°45'57"E, 126.12 FEET; THENCE N00°14'03"W, 1.73 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE 58.83 FEET ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 59°08'05", A RADIUS OF 57.00 FEET AND A CHORD THAT BEARS S66°51'57"E, 56.25 FEET; THENCE S37°17'55"E, 46.68 FEET TO A POINT OF CURVATURE; THENCE 18.98 FEET ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 27°10'49", A RADIUS OF 40.00 FEET AND A CHORD THAT BEARS S23°42'31"E, 18.80 FEET; THENCE S10°07'06"E, 34.38 FEET; THENCE S35°58'53"E, 27.53 FEET; THENCE N77°40'30"E, 62.07 FEET; THENCE S00°19'00"E, 133.67 FEET; THENCE S41°52'37"E, 132.41 FEET; THENCE S54°47'51"E, 103.64 FEET; THENCE S78°08'18"E, 66.08 FEET; THENCE S41°19'03"E, 87.78 FEET; THENCE S02°23'32"E, 177.27 FEET; THENCE S49°47'55"W, 195.46 FEET; THENCE S34°39'04"E, 56.60 FEET; THENCE S03°32'36"W, 79.25 FEET; THENCE S15°58'45"E, 80.27 FEET; THENCE S01°43'32"E, 103.42 FEET; THENCE S53°17'02"E, 222.11 FEET; THENCE S14°12'27"W, 75.48 FEET; THENCE S20°00'59"E, 161.06 FEET; THENCE S37°27'48"E, 81.78 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF FUTURE HIGH POINT BOULEVARD; THENCE ALONG FUTURE HIGH POINT BOULEVARD RIGHT-OF-WAY LINE S36°51'36"W, 178.48 FEET TO A POINT OF CURVATURE; THENCE 32.36 FEET ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02°40'17", A RADIUS OF 694.00 FEET AND A CHORD THAT BEARS S38°11'44"W, 32.35 FEET; THENCE DEPARTING SAID FUTURE HIGH POINT RIGHT-OF-WAY LINE N00°49'41"E, 263.94 FEET; THENCE N44°04'45"W, 116.68 FEET; THENCE S89°32'04"W, 119.31 FEET; THENCE N00°55'11"E, 19.96 FEET TO THE TRUE POINT OF BEGINNING. SAID PARCEL CONTAINS 9.26 ACRES (403,403 SQUARE FEET), MORE OR LESS.

BASIS OF BEARING: BEARINGS ARE BASED UPON THE ASSUMPTION THAT THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARS N89°32'04"E BETWEEN FOUND MONUMENTS AT THE WEST QUARTER CORNER OF SECTION 3, A 3 1/2" ALUMINUM CAP IN RANGE BOX LS #27278 AND THE CENTER QUARTER OF SECTION 3, A 3 1/4" ALUMINUM CAP LS # 34175.

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



PARCEL CONTAINS 9.26 ACRES 403,403 SF ±

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

(null)
 Open Space PA-21-A

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

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

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

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

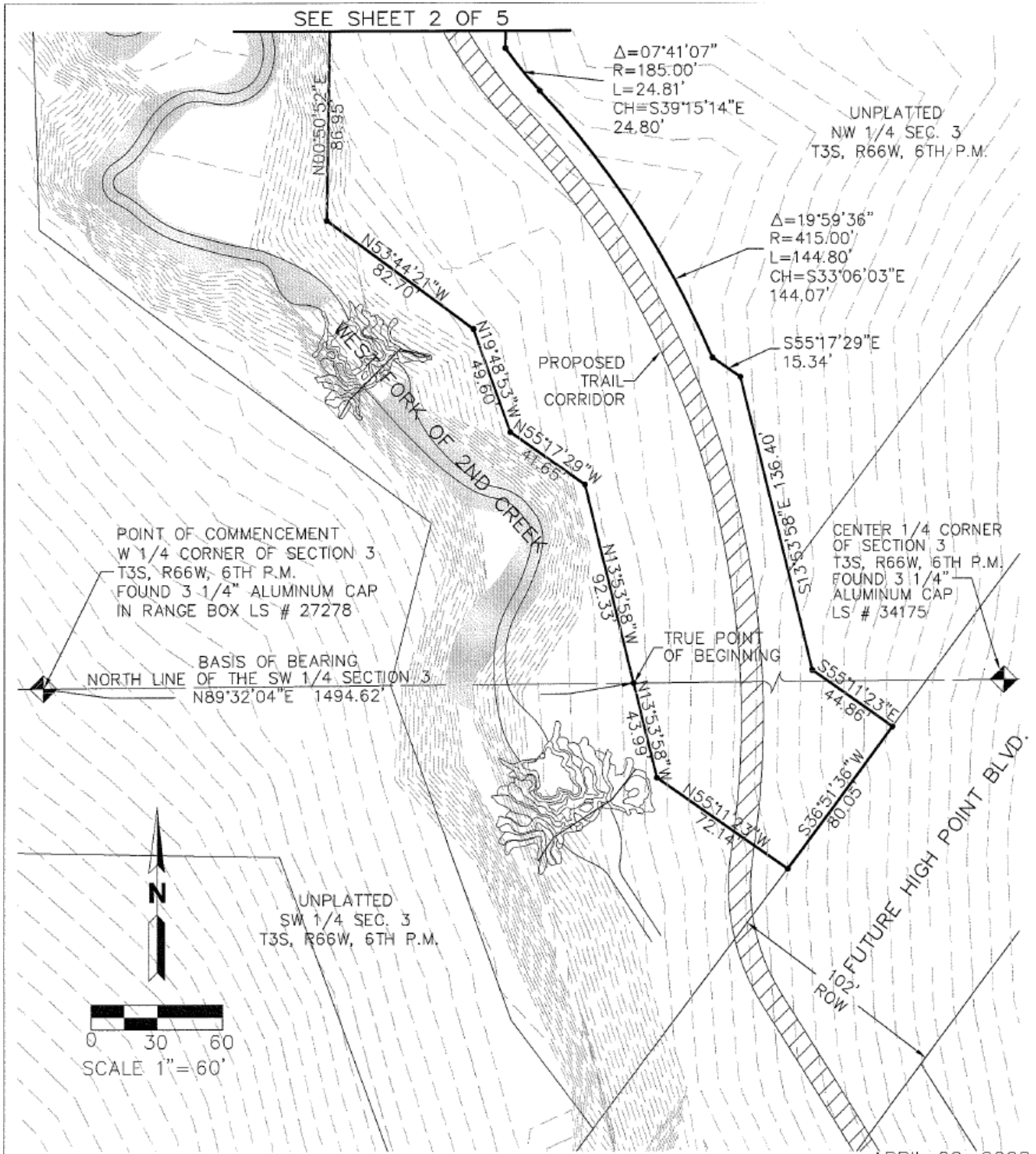
A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 3; THENCE N89°32'04"E, 1,494.62 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO THE TRUE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE N13°53'58"W, 92.33 FEET; THENCE N55°17'29"W, 41.65 FEET; THENCE N19°48'53"W, 49.60 FEET; THENCE N53°44'21"W, 82.70 FEET; THENCE N00°50'52"E, 86.95 FEET; THENCE N30°02'03"W, 50.10 FEET; THENCE N86°49'04"W, 53.06 FEET; THENCE N31°04'49"W, 43.17 FEET THENCE N29°32'52"E, 74.10 FEET; THENCE N20°12'08"W, 42.13 FEET THENCE N52°11'17"E, 140.23 FEET; THENCE N18°59'05"E, 71.71 FEET; THENCE N02°45'28"W, 185.05 FEET; THENCE N26°27'18"W, 59.46 FEET; THENCE N53°32'34"W, 94.18 FEET; THENCE N68°07'07"W, 129.05 FEET; THENCE N46°24'51"W, 131.43 FEET; THENCE N04°08'13"E, 137.49 FEET; THENCE N01°03'08"E, 130.36 FEET; THENCE N07°29'30"W, 94.37 FEET; THENCE N45°40'18"W, 44.04 FEET; THENCE N04°14'35"E, 73.76 FEET; THENCE N16°23'00"W, 190.68 FEET; THENCE N05°14'45"E, 98.93 FEET; THENCE N18°52'58"W, 62.42 FEET; THENCE N05°34'17"E, 44.39 FEET; THENCE N51°45'10"E, 7.32 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF FUTURE 71ST AVENUE; THENCE S89°54'36"E, 142.43 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE S29°59'08"W, 100.10 FEET; THENCE S05°14'45"W, 111.93 FEET; THENCE S16°23'00"E, 189.96 FEET; THENCE S04°14'35"W, 51.09 FEET; THENCE S45°40'18"E, 34.49 FEET; THENCE S07°29'30"E, 128.03 FEET; THENCE S01°03'08"W, 138.49 FEET; THENCE S04°08'13"W, 101.88 FEET; THENCE S46°24'51"E, 78.32 FEET; THENCE S68°07'07"E, 123.95 FEET; THENCE S53°32'34"E, 123.68 FEET; THENCE S26°27'18"E, 95.51 FEET; THENCE S02°45'28"E, 217.20 FEET; THENCE S18°59'05"W, 110.93 FEET; THENCE S52°11'17"W, 21.42 FEET; THENCE 14.48 FEET ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02°23'04", A RADIUS OF 348.00 FEET AND A CHORD THAT BEARS S31°56'47"W, 14.48 FEET TO A POINT OF REVERSE CURVATURE; THENCE 125.98 FEET ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 39°00'58", A RADIUS OF 185.00 FEET AND A CHORD THAT BEARS S13°47'49"W, 123.56 FEET; THENCE S30°02'03"E, 67.32 FEET; THENCE S00°50'52"W, 29.98 FEET; THENCE A LONG A NON-TANGENT CURVE 24.81 FEET TO THE LEFT HAVING A CENTRAL ANGLE OF 07°41'07", A RADIUS OF 185.00 FEET AND A CHORD THAT BEARS S39°15'14"E, 24.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE 144.80 FEET ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 19°59'36", A RADIUS OF 415.00 FEET AND A CHORD THAT BEARS S33°06'03"E, 144.07 FEET; THENCE S55°17'29"E, 15.34 FEET; THENCE S13°53'58"E, 136.40 FEET; THENCE S55°11'23"E, 44.86 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF FUTURE HIGH POINT BOULEVARD; THENCE S36°51'36"W, 80.05 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE N55°11'23"W, 72.14 FEET; THENCE N13°53'58"W, 43.99 FEET TO THE TRUE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 4.53 ACRES (197,295 SQUARE FEET), MORE OR LESS.

BASIS OF BEARING: BEARINGS ARE BASED UPON THE ASSUMPTION THAT THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARS N89°32'04"E BETWEEN FOUND MONUMENTS AT THE WEST QUARTER CORNER OF SECTION 3, A 3 1/4" ALUMINUM CAP IN RANGE BOX LS #27278 AND THE CENTER QUARTER OF SECTION 3, A 3 1/2" ALUMINUM CAP LS # 34175.

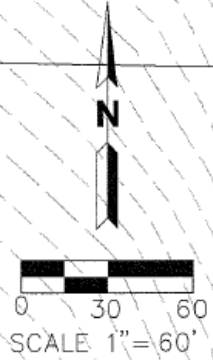
PREPARED BY DENNIS PETER
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
JANUARY 11, 2008
REV. APRIL 22, 2008

SEE SHEET 2 OF 5



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

BASIS OF BEARING
 NORTH LINE
 OF THE SW 1/4 SECTION 3
 N89°32'04"E 1494.62'



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

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

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

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

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

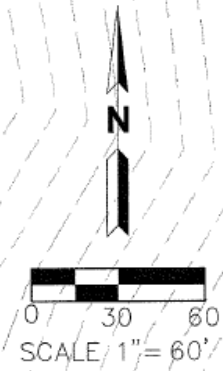
APRIL 22, 2008

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 FAX 303.431.4028

SEE SHEET 3 OF 5

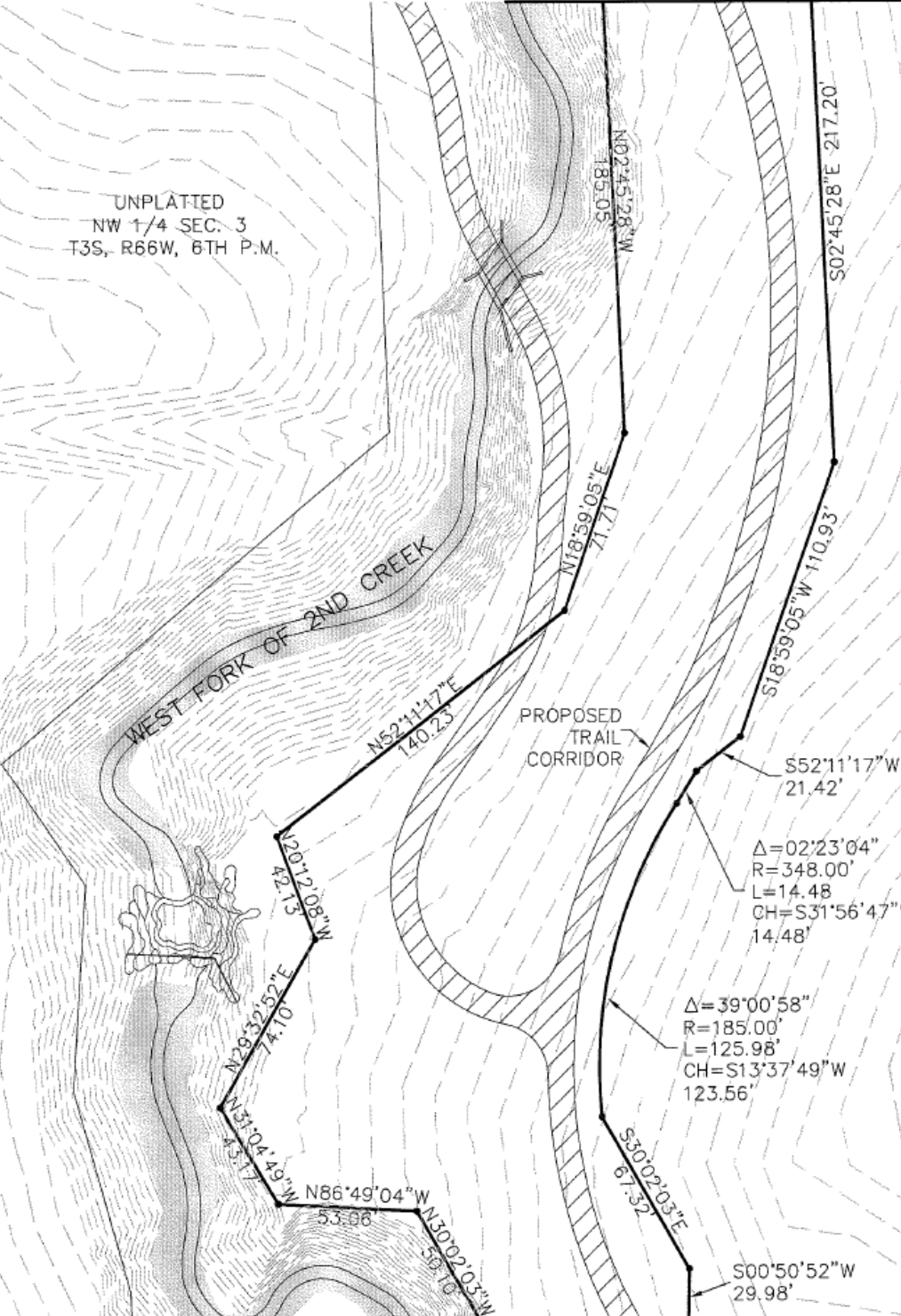
UNPLATTED
NW 1/4 SEC. 3
T3S, R66W, 6TH P.M.



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

WEST FORK OF 2ND CREEK

PROPOSED
TRAIL
CORRIDOR



SEE SHEET 1 OF 5

APRIL 22, 2008

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

SHEET 2 OF 5

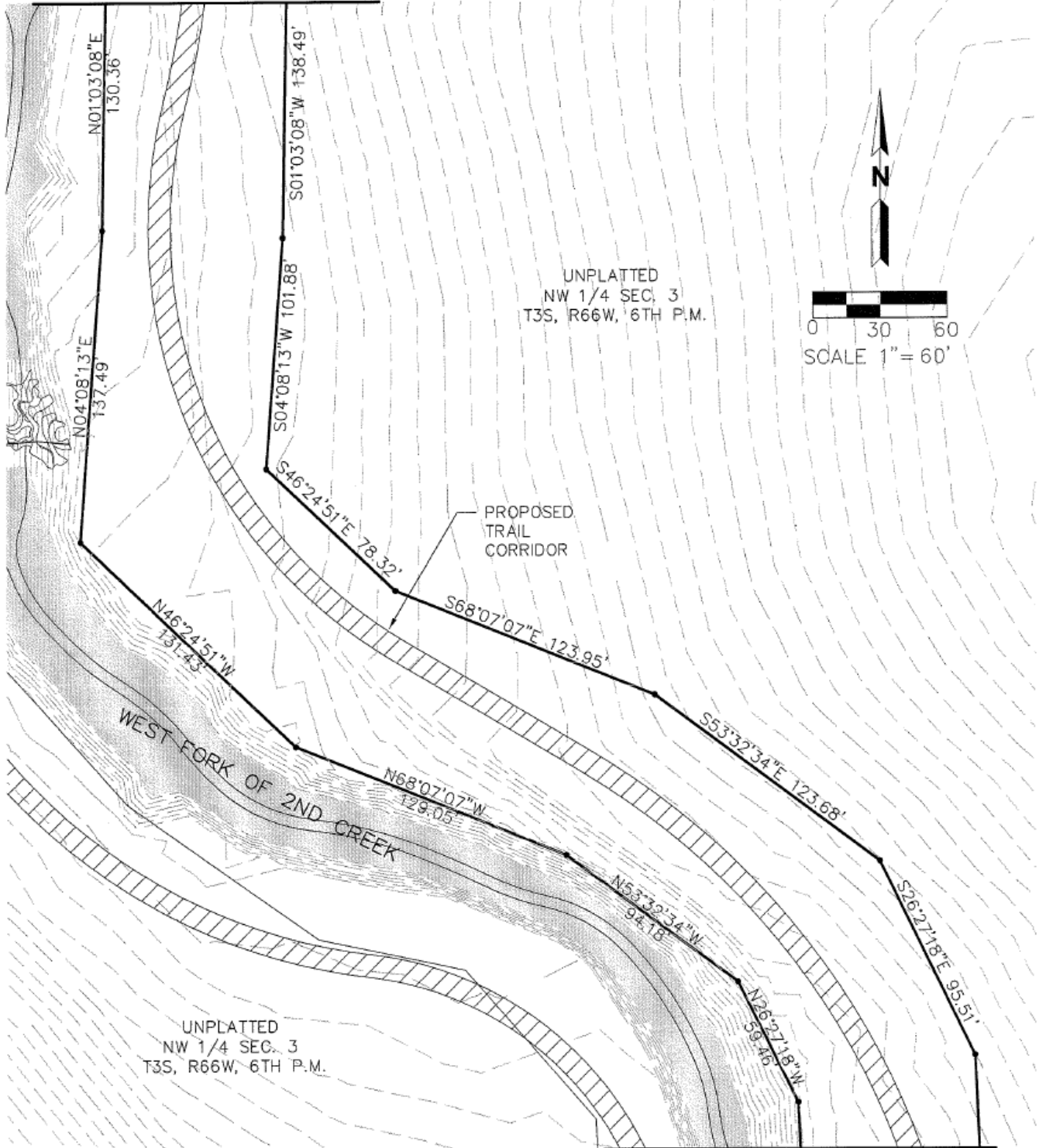
NOTE:
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PARCEL CONTAINS 4.53 ACRES 197,295 SF ±

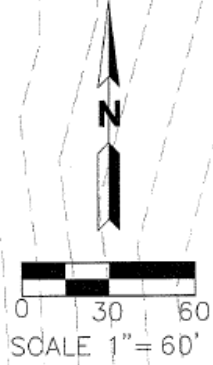


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SEE SHEET 4 OF 5



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



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

SEE SHEET 2 OF 5 APRIL 22, 2008

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

NOTE:
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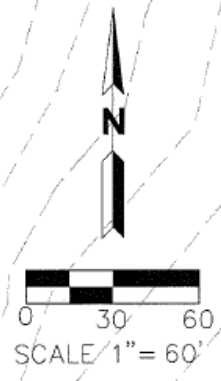
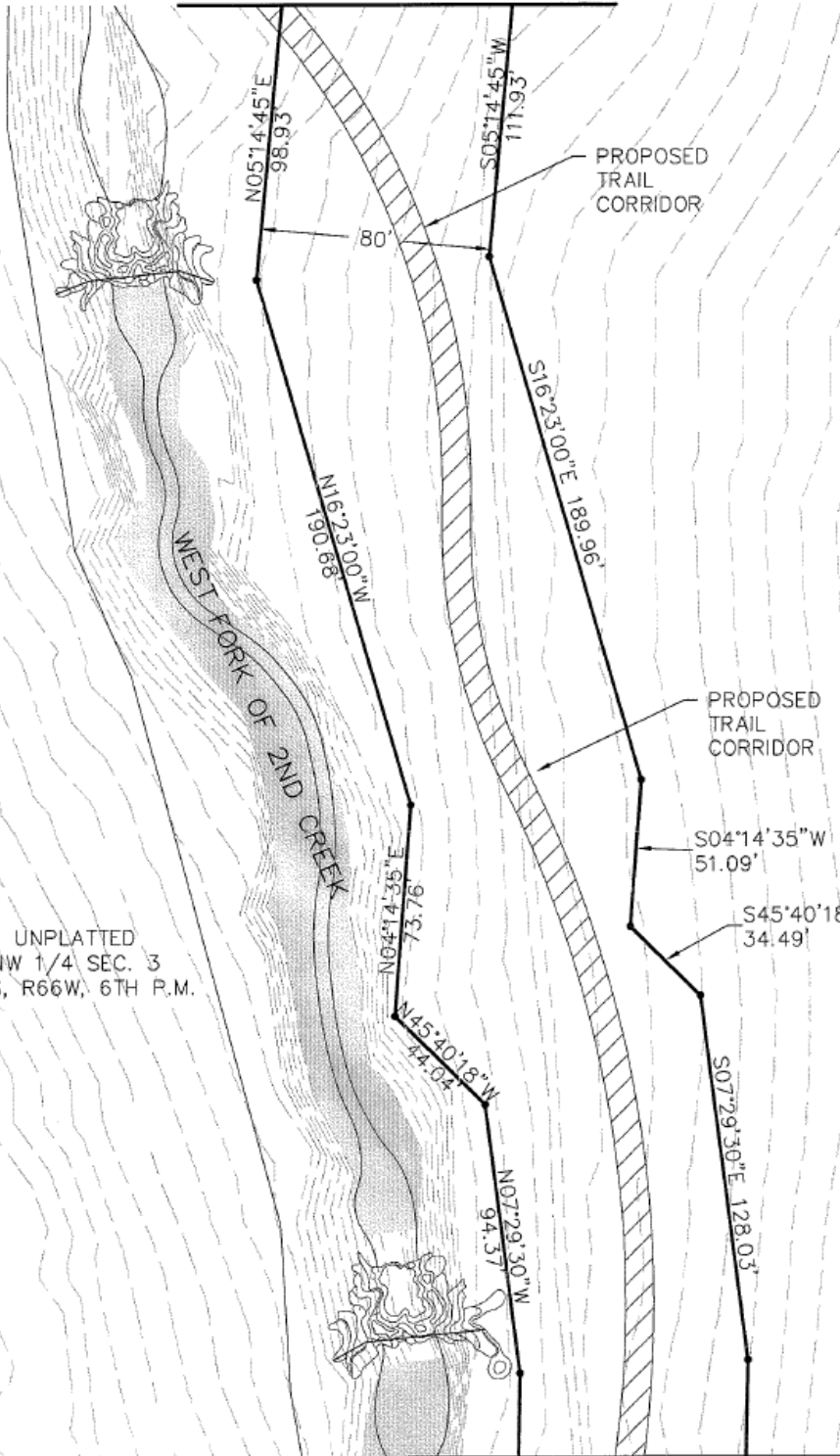
PARCEL CONTAINS 4.53 ACRES 197,295 SF ±



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SEE SHEET 5 OF 5



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

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

SEE SHEET 3 OF 5

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

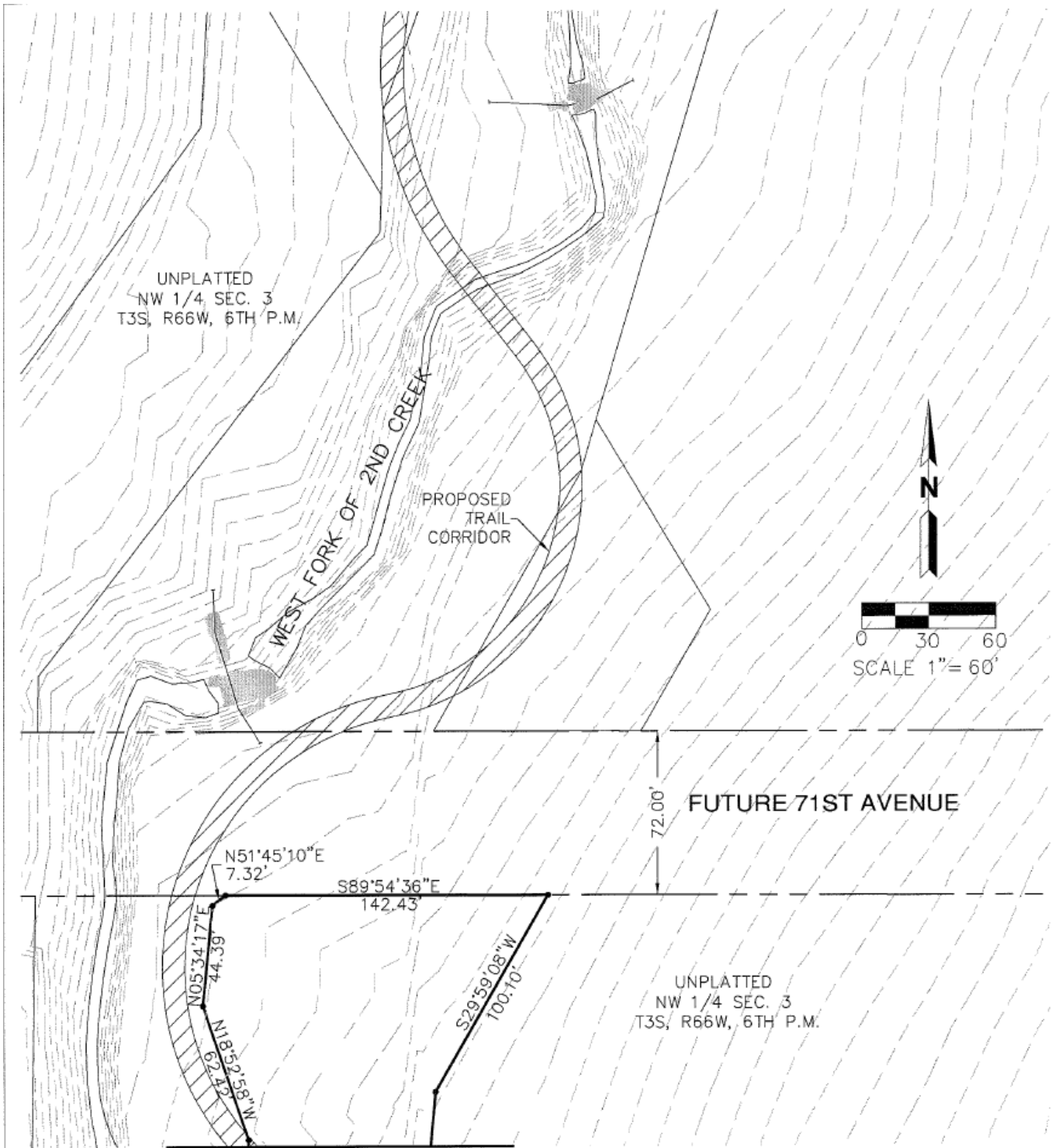
APRIL 22, 2008

NOTE:
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PARCEL CONTAINS 4.53 ACRES 197,295 SF ±



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

APRIL 22, 2008

NOTE:
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PARCEL CONTAINS 4.53 ACRES 197,295 SF ±



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MARTIN/MARTIN, INC., 4251 Kipling, Wheat Ridge, Colorado 80034-4001
HIGH POINT
PA-21-B

No	Bearing	Chord	Radius	M Arc	C Arc	Delta
001	N13-53-58W	92.330				
002	N55-17-29W	41.650				
003	N19-48-53W	49.600				
004	N53-44-21W	82.700				
005	N00-50-52E	86.950				
006	N30-02-03W	50.100				
007	N86-49-04W	53.060				
008	N31-04-49W	43.170				
009	N29-32-52E	74.100				
010	N20-12-08W	42.130				
011	N52-11-17E	140.230				
012	N18-59-05E	71.710				
013	N02-45-28W	185.050				
014	N26-27-18W	59.460				
015	N53-32-34W	94.180				
016	N68-07-07W	129.050				
017	N46-24-51W	131.430				
018	N04-08-13E	137.490				
019	N01-03-08E	130.360				
020	N07-29-30W	94.370				
021	N45-40-18W	44.040				
022	N04-14-35E	73.760				
023	N16-23-00W	190.680				
024	N05-14-45E	98.930				
025	N18-52-58W	62.420				
026	N05-34-17E	44.390				
027	N51-45-10E	7.320				
028	S89-54-36E	142.430				
029	S29-59-08W	100.100				
030	S05-14-45W	111.930				
031	S16-23-00E	189.960				
032	S04-14-35W	51.090				
033	S45-40-18E	34.490				

No	Bearing	Chord	Radius	M Arc	C Arc	Delta
034	S07-29-30E	128.030				
035	S01-03-08W	138.490				
036	S04-08-13W	101.880				
037	S46-24-51E	78.320				
038	S68-07-07E	123.950				
039	S53-32-34E	123.680				
040	S26-27-18E	95.510				
041	S02-45-28E	217.200				
042	S18-59-05W	110.930				
043	S52-11-17W	21.420				
044	S31-56-47W	14.480	348.000	14.480	14.481	002-23-03
045	S13-37-49W	123.560	185.000	125.980	125.980	039-01-01 (
046	S30-02-03E	67.320				
047	S00-50-52W	29.980				
048	S39-15-14E	24.800	185.000	24.810	24.819	007-41-11 (
049	S33-06-03E	144.070	415.000	144.800	144.803	019-59-31
050	S55-17-29E	15.340				
051	S13-53-58E	136.400				
052	S55-11-23E	44.860				
053	S36-51-36W	80.050				
054	N55-11-23W	72.140				
055	N13-53-58W	43.990				

CLOSURE = 0.041 N23-02-10W
 PERIMETER = 4880.233 PRECISION = 1: 117609
 AREA = 197294.55 SQ. FEET OR 4.529260 ACRES

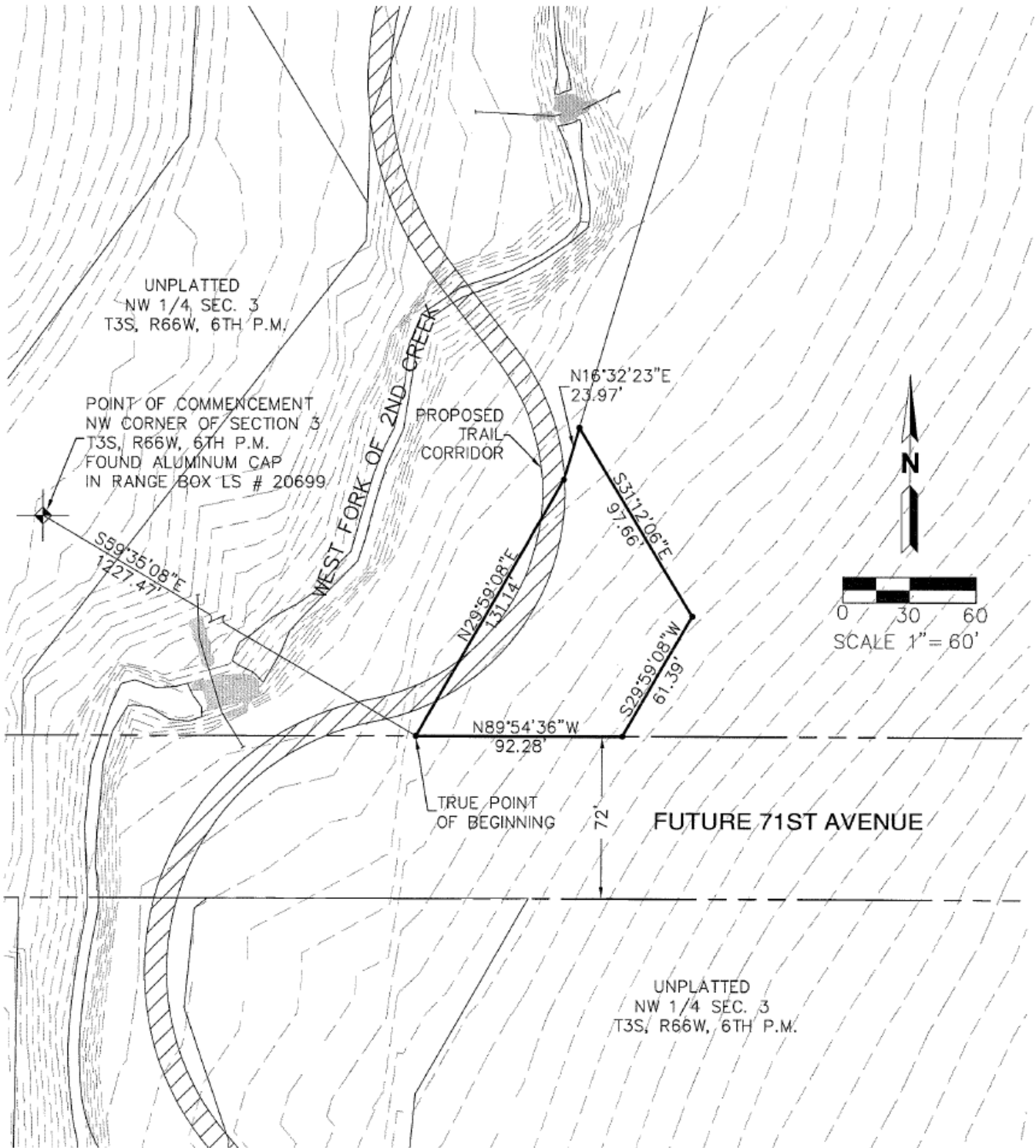
LEGAL DESCRIPTION
HIGH POINT REGIONAL TRAIL/OPEN SPACE
TRACT PA-21C

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

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3; THENCE S59°35'08"E, 1,227.47 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF FUTURE 71ST AVENUE AND THE TRUE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE N29°59'08"E, 131.14 FEET; THENCE N16°32'23"E, 23.97 FEET; THENCE S31°12'06"E, 97.66 FEET; THENCE S29°59'08"W, 61.39 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE; THENCE N89°54'36"W, 92.28 FEET ALONG SAID RIGHT-OF-WAY TO THE TRUE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 0.196 ACRES (8,567 SQUARE FEET), MORE OR LESS.

BASIS OF BEARING: BEARINGS ARE BASED UPON THE ASSUMPTION THAT THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARS N89°32'04"E BETWEEN FOUND MONUMENTS AT THE WEST QUARTER CORNER OF SECTION 3, A 3 1/4" ALUMINUM CAP IN RANGE BOX LS #27278 AND THE CENTER QUARTER OF SECTION 3, A 3 1/4" ALUMINUM CAP LS # 34175.

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



JANUARY 11, 2008

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

SHEET 1 OF 1

NOTE:

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PARCEL CONTAINS 0.196 ACRES 8,567 SF ±



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MARTIN/MARTIN, INC., 4251 Kipling, Wheat Ridge, Colorado 80034-4001
HIGH POINT
PA-21-C

No	Bearing	Chord	Radius	M Arc	C Arc	Delta
001	N29-59-08E	131.140				
002	N16-32-23E	23.970				
003	S31-12-06E	97.660				
004	S29-59-08W	61.390				
005	N89-54-36W	92.280				

CLOSURE = 0.005 S41-44-38E
PERIMETER = 406.440 PRECISION = 1: 79854
AREA = 8566.91 SQ. FEET OR 0.196669 ACRES

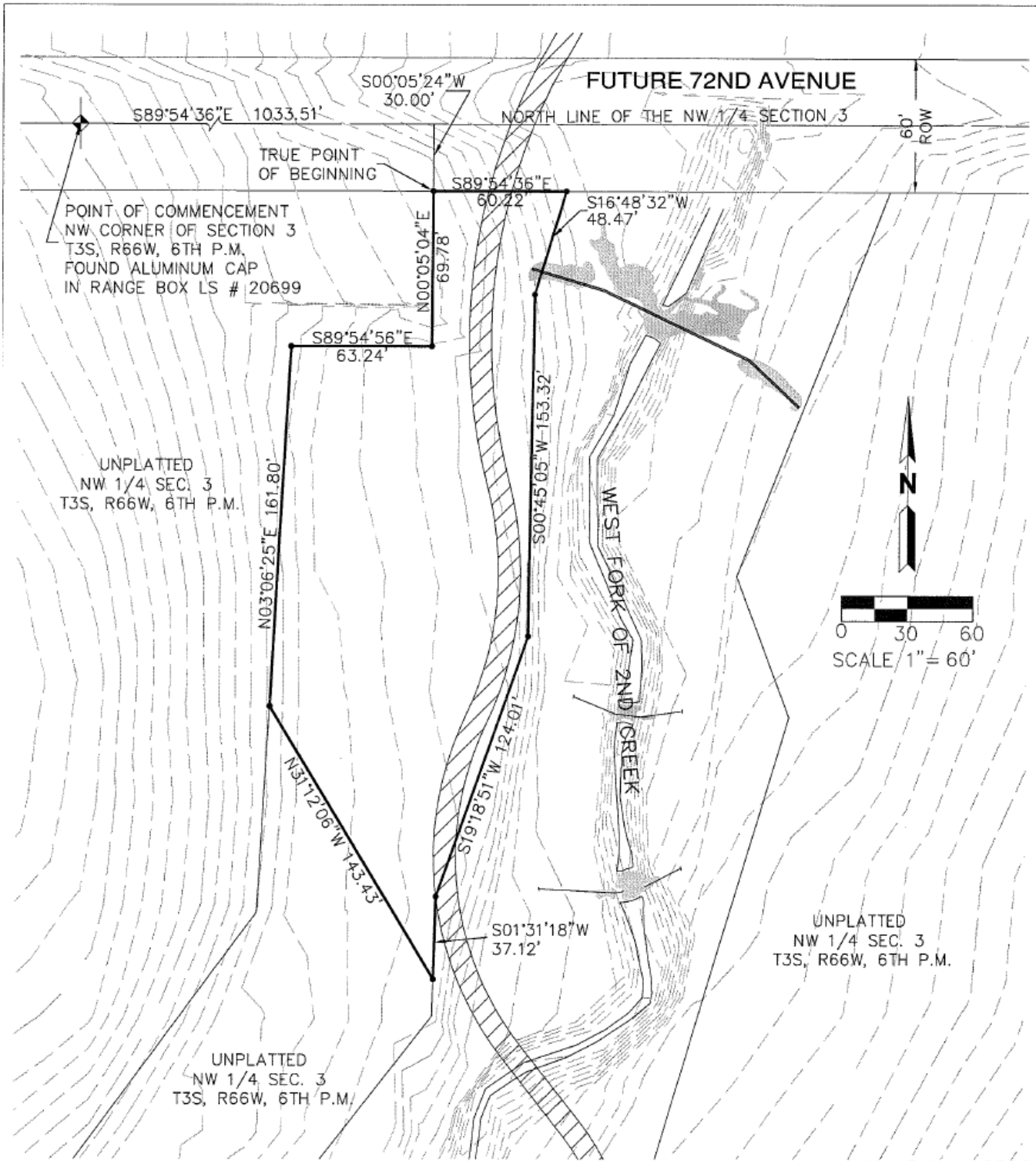
LEGAL DESCRIPTION
HIGH POINT REGIONAL TRAIL/OPEN SPACE
TRACT PA-21D

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

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3; THENCE S89°54'36"E, 1033.51 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE DEPARTING SAID NORTH LINE S00°05'24"W, 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF FUTURE 72ND AVENUE AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE S89°54'36"E, 60.22 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE S16°48'32"W, 48.47 FEET; THENCE S00°45'05"W, 153.32 FEET; THENCE S19°18'51"W, 124.01 FEET; THENCE S01°31'18"W, 37.12 FEET; THENCE N31°12'06"W, 143.43 FEET; THENCE N03°06'25"E, 161.80 FEET; THENCE S89°54'56"E, 63.24 FEET; THENCE N00°05'04"E, 69.78 FEET TO THE TRUE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 0.631 ACRES (27,505 SQUARE FEET), MORE OR LESS.

BASIS OF BEARING: BEARINGS ARE BASED UPON THE ASSUMPTION THAT THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARS N89°32'04"E BETWEEN FOUND MONUMENTS AT THE WEST QUARTER CORNER OF SECTION 3, A 3 ¼" ALUMINUM CAP IN RANGE BOX LS #27278 AND THE CENTER QUARTER OF SECTION 3, A 3 ¼" ALUMINUM CAP LS # 34175.

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



JANUARY 11, 2008

HIGH POINT
REGIONAL TRAIL / OPEN SPACE
TRACT PA-21-D
SHEET 1 OF 1

NOTE:

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PARCEL CONTAINS 0.631 ACRES 27,505 SF ±



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HIGH POINT
PA-21-D

No	Bearing	Chord	Radius	M Arc	C Arc	Delta
001	S89-54-36E	60.220				
002	S16-48-32W	48.470				
003	S00-45-05W	153.320				
004	S19-18-51W	124.010				
005	S01-31-18W	37.120				
006	N31-12-06W	143.430				
007	N03-06-25E	161.800				
008	S89-54-56E	63.240				
009	N00-05-04E	69.780				

CLOSURE = 0.006 N07-47-56E
PERIMETER = 861.390 PRECISION = 1: 133029
AREA = 27504.58 SQ. FEET OR 0.631418 ACRES

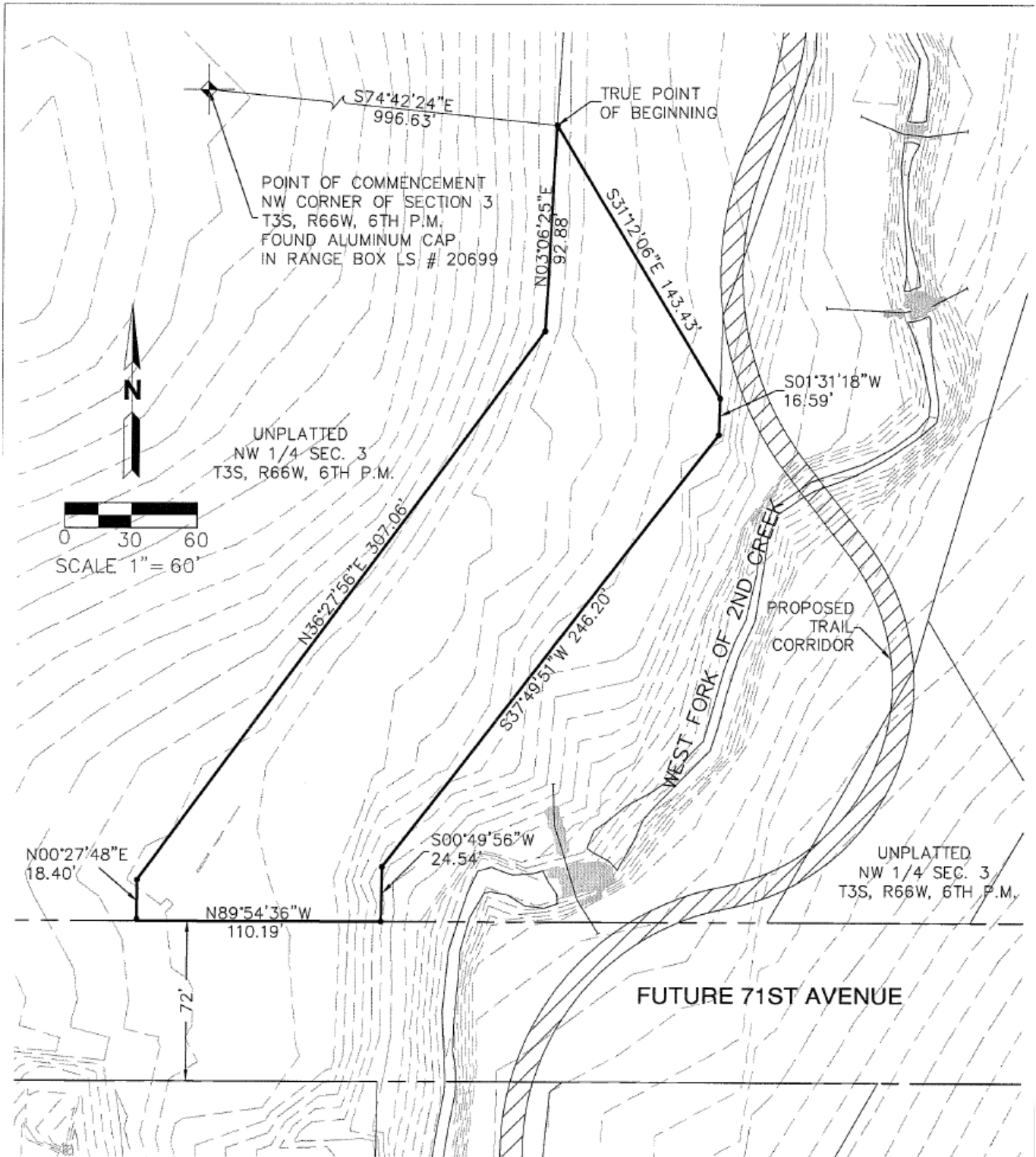
LEGAL DESCRIPTION
HIGH POINT REGIONAL TRAIL/OPEN SPACE
TRACT PA-21E

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

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3; THENCE S74°42'24"E, 996.63 FEET TO THE TRUE POINT OF BEGINNING; THENCE S31°12'06"E, 143.43 FEET; THENCE S01°31'18"W, 16.59 FEET; THENCE S37°49'51"W, 246.20 FEET; THENCE S00°49'56"W, 24.54 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF FUTURE 71ST AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE N89°54'36"W, 110.19 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE N00°27'48"E, 18.40 FEET; THENCE N36°27'56"E, 307.06 FEET; THENCE N03°06'25"E, 92.88 FEET TO THE TRUE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 0.713 ACRES (31,057 SQUARE FEET), MORE OR LESS.

BASIS OF BEARING: BEARINGS ARE BASED UPON THE ASSUMPTION THAT THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARS N89°32'04"E BETWEEN FOUND MONUMENTS AT THE WEST QUARTER CORNER OF SECTION 3, A 3 1/4" ALUMINUM CAP IN RANGE BOX LS #27278 AND THE CENTER QUARTER OF SECTION 3, A 3 1/4" ALUMINUM CAP LS # 34175.

PREPARED BY DENNIS PETER
FOR AND ON BEHALF OF
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LAKEWOOD, COLORADO 80215
JANUARY 11, 2008




HIGH POINT
REGIONAL TRAIL / OPEN SPACE
TRACT PA-21-E
SHEET 1 OF 1

NOTE:

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PARCEL CONTAINS 0.713 ACRES 31,057 SF ±

JANUARY 11, 2008



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HIGH POINT
PA-21-E

No	Bearing	Chord	Radius	M Arc	C Arc	Delta
001	S31-12-06E	143.430				
002	S01-31-18W	16.590				
003	S37-49-51W	246.200				
004	S00-49-56W	24.540				
005	N89-54-36W	110.190				
006	N00-27-48E	18.400				
007	N36-27-56E	307.060				
008	N03-06-25E	92.880				

CLOSURE = 0.004 N74-09-18E
PERIMETER = 959.290 PRECISION = 1: 214352
AREA = 31057.05 SQ. FEET OR 0.712972 ACRES

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

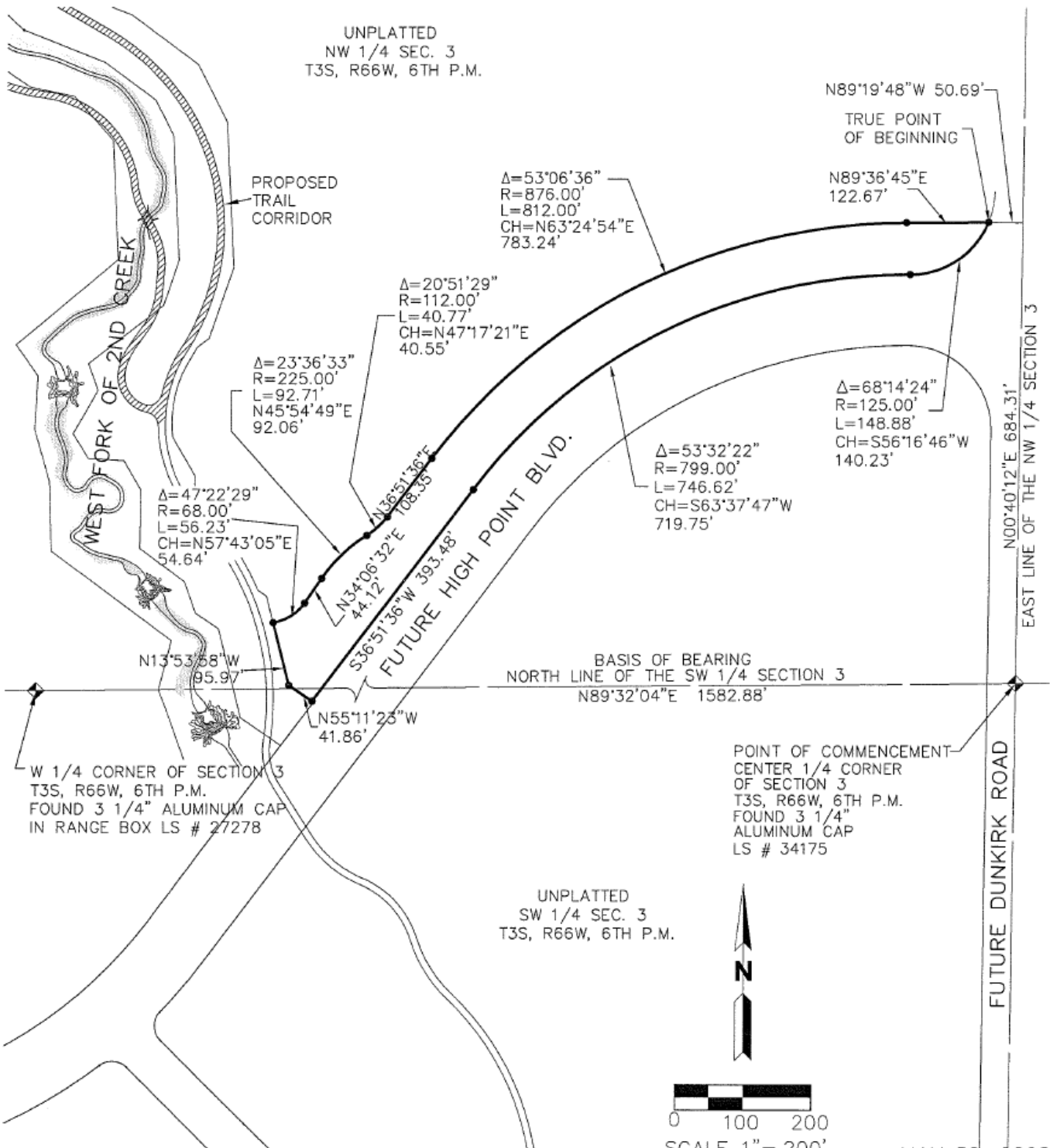
A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER OF SAID SECTION 3; THENCE N00°40'12"E, 684.31 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, THENCE DEPARTING SAID EASTERLY LINE N89°19'48"W, 50.69 FEET THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED HIGH POINT BOULEVARD AND THE TRUE POINT OF BEGINNING; THENCE 148.88 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 68°14'24", A RADIUS OF 125.00 FEET AND CHORD THAT BEARS S56°16'46"W, 140.23 FEET; THENCE 746.62 FEET ALONG A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 53°32'22", A RADIUS OF 799.00 FEET AND A CHORD THAT BEARS S63°37'47"W, 719.75 FEET; THENCE S36°51'36"W, 393.48 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE N55°11'23"W, 41.86 FEET; THENCE N13°53'58"W, 95.97 FEET; THENCE 56.23 FEET ALONG A NON TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 47°22'29", A RADIUS OF 68.00 FEET AND A CHORD THAT BEARS N57°43'05"E, 54.64 FEET; THENCE N34°06'32"E, 44.12 FEET; THENCE 92.71 FEET ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 23°36'33", A RADIUS OF 225.00 FEET AND A CHORD THAT BEARS N45°54'49"E, 92.06 FEET; THENCE 40.77 FEET ALONG A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 20°51'29"E, A RADIUS OF 112.00 FEET AND A CHORD THAT BEARS N47°17'21"E, 40.55 FEET; THENCE N36°51'36"E, 108.35 FEET; THENCE 812.00 FEET ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 53°06'36", A RADIUS OF 876.00 FEET AND A CHORD THAT BEARS N63°24'54"E, 783.24 FEET; THENCE N89°36'45"E, 122.67 FEET THE TRUE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 2.32 ACRES (101,206 SQUARE FEET), MORE OR LESS.

BASIS OF BEARING: BEARINGS ARE BASED UPON THE ASSUMPTION THAT THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARS N89°32'04"E BETWEEN FOUND MONUMENTS AT THE WEST QUARTER CORNER OF SECTION 3, A 3 1/4" ALUMINUM CAP IN RANGE BOX LS #27278 AND THE CENTER QUARTER OF SECTION 3, A 3 1/4" ALUMINUM CAP LS # 34175.

PREPARED BY DENNIS PETER
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
MAY 30, 2008

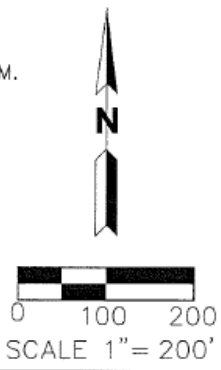
UNPLATTED
NW 1/4 SEC. 3
T3S, R66W, 6TH P.M.



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

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

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



MAY 30, 2008

HIGH POINT TRAIL / OPEN SPACE
TRACT PA-21-F
SHEET 1 OF 1

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

PARCEL CONTAINS 2.32 ACRES 101,206 SF ±

MARTIN / MARTIN
CONSULTING ENGINEERS

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

Exhibit D– Depiction of Park and Open Space within Filing #2 Plat
To Be Attached

Exhibit E – Commercial Park Location

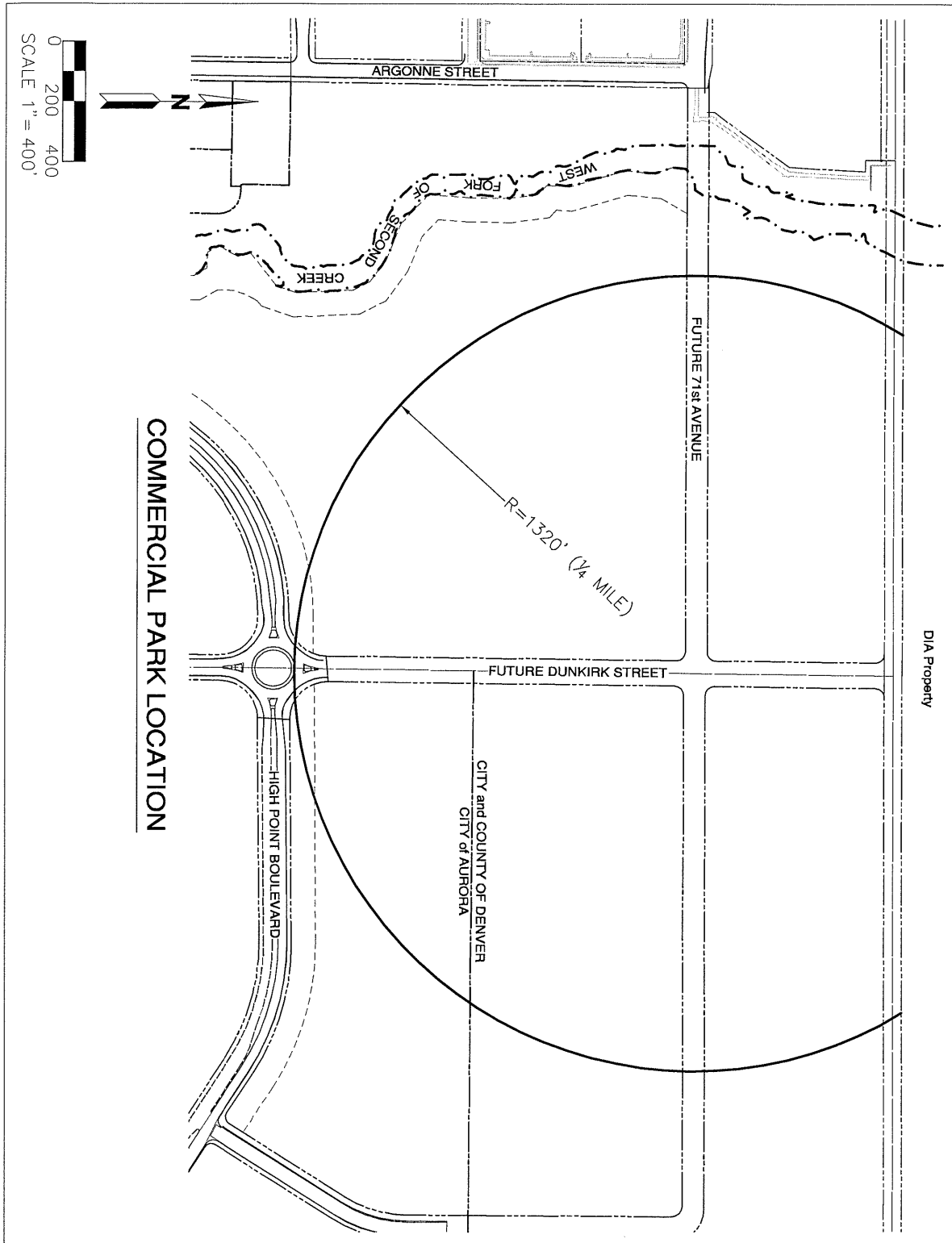


Exhibit F – Conceptual Depiction of Low Water Creek Crossings

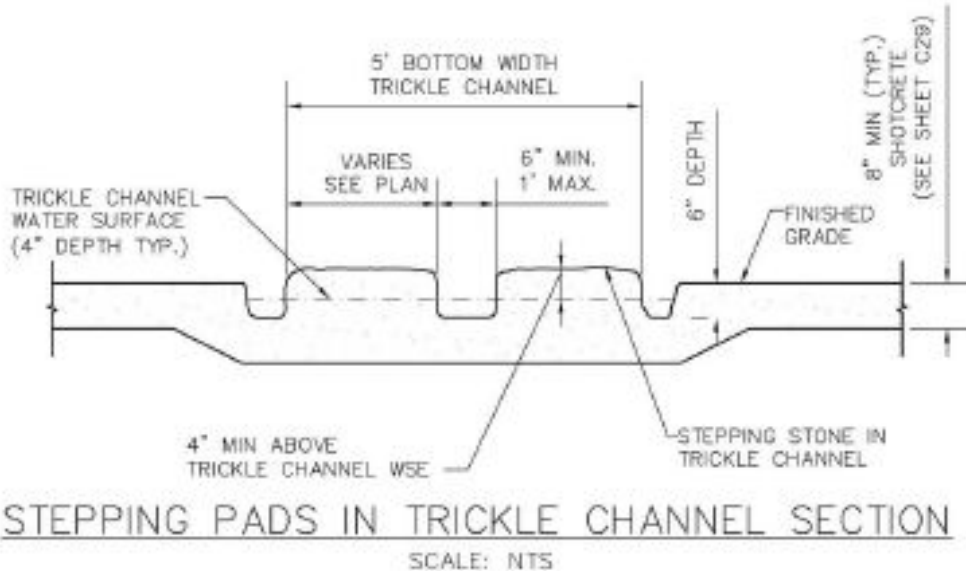
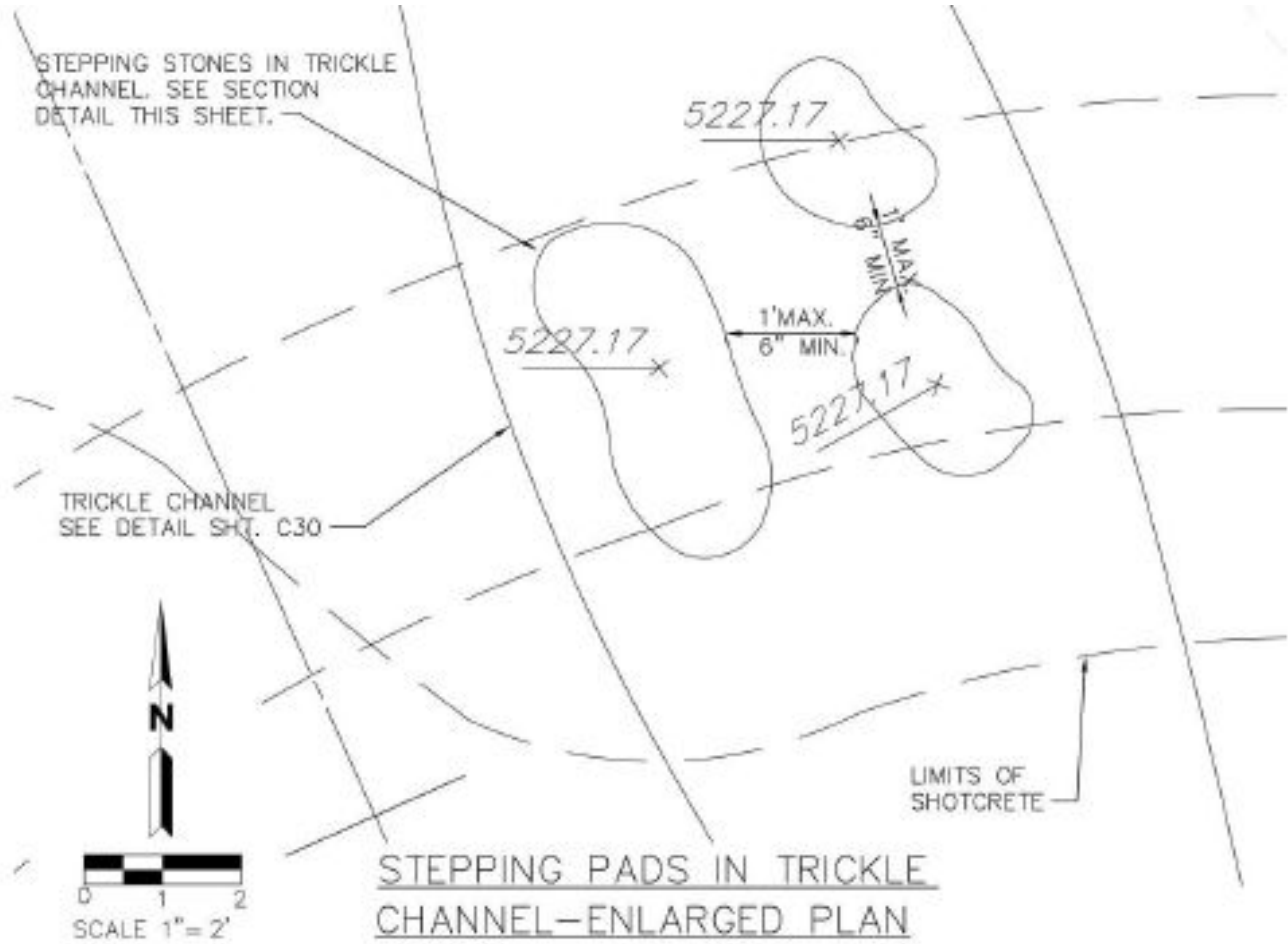


Exhibit - Creek Crossing

Note: The above details are included in the West Fork of 2nd Creek construction plans DES-2007-0054, SP-2007-003, details 'stepping pads in trickle channel - enlarged plan' and 'stepping pads in trickle channel section', Sheet C24, Dated June 14, 2008.

Exhibit G - Design Standards for Development Abutting City Property

1. **Applicability.**

Exhibit F, "Design Standards for Development Abutting City Property" ("**Design Standards**"), shall apply to all development on Site properties abutting City Property. For purposes of this exhibit, "City Property" shall have the same meaning as stated in paragraph 2 of this Agreement, and shall include all component parts listed in paragraph 2(a) of this Agreement.

2. **Applicable Regulations and Conflicting Provisions.**

(a) **Design Guidelines for Denver Gateway.** Urban design standards and guidelines entitled "Design Guidelines for Denver Gateway" (adopted by City in Summer 1999), and any successor document, hereinafter collectively referred to as "Gateway Design Guidelines", shall apply to development as specified in paragraph 1 above.

(b) **Exhibit F.** The Design Standards in this Exhibit F shall apply to development as specified in paragraph 1 above.

(c) **Applicable Development Review Process.** All development review procedures stated in the Gateway Design Guidelines shall apply to development as specified in paragraph 1 above.

(d) **Conflicting Provisions.** In case of conflict between applicable regulations stated in the Gateway Design Guidelines and in the Design Standards, the regulation stated in the Design Standards shall control and apply unless otherwise specifically addressed in the Design Standards.

3. **Site Planning Standards and Guidelines.**

(a) **Intent.** The following site planning standards and guidelines are intended to acknowledge that the City Property is a notable natural attribute within the greater Denver Gateway area, and more specifically within the Site. The City Property must be a fundamental framework element for development in this area, and should be utilized to organize and coordinate new development. Site development should take fullest possible advantage of this positive attribute, and relate to – rather than turn its back on – the City Property.

(b) All components of the City Property shall be "Organizing Features", as that term is defined and described in the Gateway Design Guidelines. All development abutting City Property shall comply with the "Organizing Features" standards and guidelines stated in the Gateway Design Guidelines, except as stated in this paragraph. For properties abutting the Open Space, Trail Corridor, and West Fork of Second Creek component parts of City Property, the organizing feature standards that require the feature to be embedded in the framework of streets, blocks, and lots, or that prohibit such feature being used for drainage detention, shall not apply. Access and orientation to the City Property required herein shall be in addition to any other required access and orientation standard in the Gateway Design Guidelines.

(c) Development plans for properties abutting City Property shall include appropriate public access connections to trails and pathways located on City Property. Abutting development should provide additional sidewalk and trail connections to City Property wherever possible.

(d) For any development site abutting City Property, parking lot exposure to City Property shall be minimized. To the maximum extent feasible, buildings should be sited to separate parking lots from City Property. Appropriate landscape or landform screening, including but not limited to berms, continuous evergreen plantings, or solid masonry walls no higher than four (4) feet, shall be provided where separation of parking lots from City Property is not feasible.

(e) Development shall include lighting at trail connections for additional safety.

(f) Development abutting City Property should include seating, trash receptacles and other amenities that can be shared with regional trail users.

4. Building Design Standards and Guidelines.

(a) **Intent.** These building design standards and guidelines are intended to reinforce the character and quality of abutting City Property with buildings that orient all or some of their active (non-service) spaces to City Property, that ensure fully developed architecture, including quality finishes, details, and fenestration on all facades facing City Property, and that are designed to establish mountain views across the City Property.

(b) All buildings and structures, including parking lots, shall be setback a minimum of ten (10) feet from the boundary of City Property.

(c) All buildings shall be designed with four sided architecture. Building elevations visible from abutting City Property shall have forms and materials comparable in quality and consistent in design with elevations visible from adjacent streets.

(d) To the maximum extent feasible, building service areas, including but not limited to utility meters, ground-mounted utility equipment, and waste disposal/pick-up sites, shall be located along or on a building façade that does not orient to City Property. If compliance with this standard is not feasible, building service areas oriented to City Property shall be screened from public view by landform and/or evergreen plantings, or by architectural walls integrated into the primary building façade.

(e) Buildings shall be designed to take advantage of views to abutting City Property and to the Front Range of the Rocky Mountains.

(f) Building massing shall take advantage of "walk-out" opportunities wherever feasible, particularly when the building abuts the Open Space, Trail Corridor, or West Fork of Second Creek components of City Property.

5. Landscape Design Standards and Guidelines.

(a) **Intent.** These landscape design standards and guidelines are intended to reinforce and reflect the natural character of the City Property, and to provide acceptable transitions and buffers

between City Property and abutting development.

(b) The landscape design palette for site development edges abutting City Property shall be reflective of the palette existing or established on City Property. Landscape design for these areas should visually extend the open space character of City Property onto the abutting site.

(c) Perimeter landscapes for portions of property abutting City Property shall be developed to a level of quality and finish consistent with other portions of the Site and shall not be treated with less importance. This is the concept of "four-sided landscape architecture."

(d) Fencing shall be minimized abutting City Property. Where fences are installed, they shall be a minimum of seventy-five percent (75%) open, maximum four (4) feet in height (except where City ordinances specifically require a taller fence height), and constructed of masonry, wood, wrought iron, or metal bars not exceeding 1.5 inches in diameter.

(e) To the maximum extent feasible, grading on property abutting City Property shall follow the natural contours of the land and provide a transition from the Site to City Property without abrupt slope transitions. Grading of land areas abutting City Property shall result in finished gradients consistent with the natural grade of abutting City Property and, to the maximum extent feasible, without resort to retaining walls. All man-made slopes shall be no steeper than 3:1, unless the City finds that a steeper slope is necessary to avoid an abrupt transition to natural grade on abutting City Property.

(f) The use of retaining walls directly abutting City Property shall be minimized.

(i) Where possible, building form should be used for grade transition rather than retaining walls.

(ii) Where retaining walls are used, they shall be integrated with building architecture and employ quality materials consistent with the primary building's architecture and materials. Permitted retaining wall materials include natural stone, cultured stone, or sculpted concrete forms. Retaining walls constructed of wood or treated wood are prohibited.

(iii) Retaining walls shall be no higher than four (4) feet. If multiple retaining walls are required, they shall be tiered with a minimum landscape area separation of eight (8) feet between walls

Exhibit H – Vested Uses

1. Planning Areas #14 and 15 (PA-14 and PA-15)

- Planned Uses: Single-family, multi-family residential and commercial (RMU-20)
- Boundaries: High Point Boulevard, West Fork of Second Creek, Dunkirk Street, 64th Ave., Argonne Street
- Vested Uses:
 - Residential:
 - Dwelling, multiple unit
 - Dwelling, single unit
 - Nursing home, hospice
 - Live/work residential
 - Residence for older adults
 - Residential, institutional/special
 - Rooming and/or boarding house
 - Retail, service, office
 - Animal sales, service, care, household pets only
 - Banking and financial services
 - Bed and breakfast
 - Bookstore
 - Eating place
 - Food sales or market, small
 - Office: nondental, nonmedical
 - Retail, service, repair, consumer, small scale
 - Industrial, wholesale, transportation, utilities
 - Utility, minor impact
 - Arts, entertainment, recreation, institutions
 - Child care center
 - Church, religious institution
 - Clinic, office, laboratory, dental or medical
 - Community or senior center or recreational facility
 - Fire station
 - Library
 - Museums, other special purpose cultural institutions
 - Parks, public, open space, associated buildings*
 - Police station
 - Postal facility, neighborhood
 - School, elementary or secondary
 - University or college
- Vested Density (Allowable): 1.0 FAR
- * = Need not be enclosed

2. Planning Area #17 South (PA-17 South)

- Planned Uses: Retail, commercial, multi-family residential (CMU-10)
- Boundaries: 65th Ave, Argonne Street, 64th Ave., Tower Road
- Vested Uses:
 - Residential:
 - Artist studio

- Dwelling, multiple unit
- Live/work residential
- Residence for older adults
- Residential, institutional/special
- Rooming and/or boarding house
- Retail, service, office
 - Animal sales, service, care, household pets only
 - Banking and financial services
 - Bed and breakfast
 - Bookstore
 - Brewpub
 - Communications service
 - Eating place*
 - Food sales or market, large
 - Food sales or market, small
 - Furniture, furnishings, retail sale, large scale
 - Hotel
 - Laboratory, research, development, technological service
 - Liquor store
 - Office: nondental, nonmedical
 - Printing service, publishing, business support
 - Retail, service, repair, consumer, medium scale
 - Retail, service, repair, consumer, small scale
 - Retail, service, repair, consumer, special
- Industrial, wholesale, transportation, utilities
 - Manufacturing, fabrication, and assembly, custom
 - Recycling collection station
 - Utility, major impact
 - Utility, minor impact
- Construction, mining, agriculture
 - Agriculture, limited*
- Arts, entertainment, recreation, institutions
 - Child care center
 - Church, religious institution
 - Clinic, office, laboratory, dental or medical
 - Club or lodge
 - Community or senior center or recreational facility
 - Fire station
 - Library
 - Museums, other special purpose cultural institutions
 - Parks, public, open space, associated buildings*
 - Police station
 - Postal facility, neighborhood
 - Recreation services, indoor
 - School, elementary or secondary, boarding allowed
 - School, vocational or professional, small, no flight training allowed
 - Studio, professional
 - Theater, indoor

- University or college
- Vested Density (Allowable): 2.0 FAR
- * = Need not be enclosed

3. Planning Area #17 North (PA-17 North), Planning Area #19 South of Development Contour (PA-19 South)

- Planned Uses: Retail, commercial, multi-family residential (CMU-20)
- Boundaries: Development Contour Line, Argonne Street, 65th Ave., Tower Road
- Vested Uses:
 - Residential:
 - Artist studio
 - Dwelling, multiple unit
 - Live/work residential
 - Residence for older adults
 - Residential, institutional/special
 - Rooming and/or boarding house
 - Retail, service, office
 - Animal sales, service, care, household pets only
 - Banking and financial services
 - Bed and breakfast
 - Bookstore
 - Brewpub
 - Communications service
 - Eating place*
 - Food sales or market, large
 - Food sales or market, small
 - Furniture, furnishings, retail sale, large scale
 - Hotel
 - Laboratory, research, development, technological service
 - Liquor store
 - Motel
 - Office: nondental, nonmedical
 - Printing service, publishing, business support
 - Retail, service, repair, consumer, large scale
 - Retail, service, repair, consumer, medium scale
 - Retail, service, repair, consumer, small scale
 - Retail, service, repair, consumer, special
 - Industrial, wholesale, transportation, utilities
 - Manufacturing, fabrication, and assembly, custom
 - Recycling collection station
 - Utility, major impact
 - Utility, minor impact
 - Construction, mining, agriculture
 - Agriculture, limited*
 - Arts, entertainment, recreation, institutions
 - Child care center
 - Church, religious institution
 - Clinic, office, laboratory, dental or medical

- Club or lodge
- Community or senior center or recreational facility
- Fire station
- Library
- Museums, other special purpose cultural institutions
- Parks, public, open space, associated buildings*
- Police station
- Postal facility, neighborhood
- Recreation services, indoor
- School, elementary or secondary, boarding allowed
- Vested Density (Allowable): 1.0 FAR
- * = Need not be enclosed

4. Planning Area #24 (PA-24)

- Planned Uses: Office, Mixed-use (CMU-10)
- Boundaries: North property line / 72nd Ave. alignment, East property line / Himalaya Road alignment, 71st Ave., Dunkirk Street
- Vested Uses:
 - Retail, service, office
 - Animal sales, service, care, household pets only, no boarding
 - Banking and financial services
 - Bookstore
 - Brewpub
 - Communications service
 - Eating place*
 - Food sales or market, large
 - Food sales or market, small
 - Furniture, furnishings, retail sale, large scale
 - Hotel
 - Laboratory, research, development, technological service
 - Liquor store
 - Postal processing center
 - Office: nondental, nonmedical
 - Printing service, publishing, business support
 - Retail, service, repair, consumer, medium scale
 - Retail, service, repair, consumer, small scale
 - Retail, service, repair, consumer, special
 - Industrial, wholesale, transportation, utilities
 - Manufacturing, fabrication, and assembly, custom
 - Recycling collection station
 - Utility, major impact
 - Utility, minor impact
 - Construction, mining, agriculture
 - Agriculture, limited*
 - Arts, entertainment, recreation, institutions
 - Child care center
 - Church, religious institution
 - Clinic, office, laboratory, dental or medical

- Club or lodge
- Community or senior center or recreational facility
- Fire station
- Library
- Museums, other special purpose cultural institutions
- Parks, public, open space, associated buildings*
- Police station
- Postal facility, neighborhood
- Recreation services, indoor
- School, elementary or secondary
- School, vocational or professional
- Studio, professional
- Theater, indoor
- University or college
- Vested Density (Allowable): 2.0 FAR
- * = Need not be enclosed

5. Planning Area #26 (PA-26)

- Planned Uses: Office, Mixed-use (CMU-30)
- Boundaries: 71st Ave., East property line / Himalaya Road alignment, City boundary line / 70th Ave. alignment, Dunkirk Street
- Vested Uses:
 - Retail, service, office
 - Animal care, kennel, cattery
 - Animal sales, service, care, household pets only
 - Automobile gasoline filling station, emissions inspection
 - Automobile repair garage
 - Automobile wash, laundry and/or polishing shop*
 - Automobile, motorcycle, light truck sales, leasing, rental*
 - Banking and financial services
 - Bookstore
 - Brewpub
 - Communications service
 - Eating place*
 - Food preparation and sales, commercial
 - Food sales or market, large
 - Food sales or market, small
 - Furniture, furnishings, retail sale, large scale
 - Garden supply store
 - Home building materials and supplies, sales, or rental
 - Hotel
 - Laboratory, research, development, technological service
 - Liquor store
 - Motel
 - Office: nondental, nonmedical
 - Printing service, publishing, business support
 - Retail, service, repair, consumer, large scale
 - Retail, service, repair, consumer, medium scale

- Retail, service, repair, consumer, small scale
 - Retail, service, repair, consumer, special
 - Vehicle, equipment sales, leasing, service, rental*
 - Industrial, wholesale, transportation, utilities
 - Manufacturing, fabrication, and assembly, custom
 - Manufacturing, fabrication, and assembly, general
 - Manufacturing, fabrication, and assembly, heavy
 - Manufacturing, fabrication, and assembly, light
 - Parking of vehicles* within an enclosed structure
 - Railroad passenger terminal
 - Recycling collection station
 - Recycling plant, scrap processor
 - Terminal, freight, air courier services*
 - Terminal, public transportation, local*
 - Utility, major impact
 - Utility, minor impact
 - Wholesale trade, light, and/or storage of nontoxic, nonhazardous materials
 - Arts, entertainment, recreation, institutions
 - Ambulance service
 - Child care center
 - Church, religious institution
 - Clinic, office, laboratory, dental or medical
 - Club or lodge
 - Community or senior center or recreational facility
 - Conference center, meeting hall
 - Fire station
 - Library
 - Mortuary
 - Museums, other special purpose cultural institutions
 - Parks, public, open space, associated buildings*
 - Police station
 - Postal facility, neighborhood
 - Recreation services, indoor
 - Recreation services, outdoor*
 - School, elementary or secondary
 - School, vocational or professional
 - Sports and/or entertainment facility
 - Studio, professional
 - Theater, indoor
 - University or college
 - Construction, mining, agriculture
 - Agriculture, limited*
 - Contractors, special trade, general
 - Contractors, special trade, heavy, contractor yard*
 - Nursery, plant
- Vested Density (Allowable): 1.0 FAR
 - * = Need not be enclosed

6. Planning Area #25 (PA-25)

- Planned Uses: Office, Mixed-use (CMU-30)
- Boundaries: 71st Ave., Dunkirk Street, High Point Boulevard, West Fork of Second Creek
- Vested Uses:
 - Retail, service, office
 - Animal care, kennel, cattery
 - Animal sales, service, care, household pets only
 - Automobile gasoline filling station, emissions inspection
 - Automobile repair garage
 - Automobile wash, laundry and/or polishing shop*
 - Banking and financial services
 - Bookstore
 - Brewpub
 - Communications service
 - Eating place*
 - Food preparation and sales, commercial
 - Food sales or market, large
 - Food sales or market, small
 - Furniture, furnishings, retail sale, large scale
 - Garden supply store
 - Home building materials and supplies, sales, or rental
 - Hotel
 - Laboratory, research, development, technological service
 - Liquor store
 - Motel
 - Office: nondental, nonmedical
 - Printing service, publishing, business support
 - Retail, service, repair, consumer, large scale
 - Retail, service, repair, consumer, medium scale
 - Retail, service, repair, consumer, small scale
 - Retail, service, repair, consumer, special
 - Service, repair, commercial
 - Industrial, wholesale, transportation, utilities
 - Manufacturing, fabrication, and assembly, custom
 - Manufacturing, fabrication, and assembly, general
 - Manufacturing, fabrication, and assembly, light
 - Parking of vehicles* within an enclosed structure
 - Railroad passenger terminal
 - Terminal, public transportation, local*
 - Utility, major impact
 - Utility, minor impact
 - Wholesale trade, light, and/or storage of nontoxic, nonhazardous materials
 - Arts, entertainment, recreation, institutions
 - Ambulance service
 - Child care center
 - Church, religious institution
 - Clinic, office, laboratory, dental or medical
 - Club or lodge

- Community or senior center or recreational facility
- Conference center, meeting hall
- Fire station
- Library
- Mortuary
- Museums, other special purpose cultural institutions
- Parks, public, open space, associated buildings*
- Police station
- Postal facility, neighborhood
- Recreation services, indoor
- Recreation services, outdoor*
- School, elementary or secondary
- School, vocational or professional
- Sports and/or entertainment facility
- Studio, professional
- Theater, indoor
- University or college
- Construction, mining, agriculture
 - Agriculture, limited*
 - Contractors, special trade, general
 - Contractors, special trade, heavy, contractor yard*
 - Nursery, plant
- Vested Density (Allowable): 1.0 FAR
- * = Need not be enclosed

7. Planning Area #31 (PA-31)

- Planned Uses: Office, Mixed-use (CMU-30)
- Boundaries: High Point Boulevard, Dunkirk Street, Neighborhood Park
- Vested Uses:
 - Retail, service, office
 - Animal care, kennel, cattery
 - Animal sales, service, care, household pets only
 - Automobile gasoline filling station, emissions inspection
 - Automobile repair garage
 - Automobile wash, laundry and/or polishing shop*
 - Banking and financial services
 - Bookstore
 - Brewpub
 - Communications service
 - Eating place*
 - Food preparation and sales, commercial
 - Food sales or market, large
 - Food sales or market, small
 - Furniture, furnishings, retail sale, large scale
 - Garden supply store
 - Home building materials and supplies, sales, or rental
 - Hotel
 - Laboratory, research, development, technological service

- Liquor store
- Motel
- Office: nondental, nonmedical
- Printing service, publishing, business support
- Retail, service, repair, consumer, large scale
- Retail, service, repair, consumer, medium scale
- Retail, service, repair, consumer, small scale
- Retail, service, repair, consumer, special
- Industrial, wholesale, transportation, utilities
 - Manufacturing, fabrication, and assembly, custom
 - Manufacturing, fabrication, and assembly, general
 - Manufacturing, fabrication, and assembly, light
 - Parking of vehicles* within an enclosed structure
 - Terminal, public transportation, local*
 - Utility, major impact
 - Utility, minor impact
 - Wholesale trade, light, and/or storage of nontoxic, nonhazardous materials
- Arts, entertainment, recreation, institutions
 - Ambulance service
 - Child care center
 - Church, religious institution
 - Clinic, office, laboratory, dental or medical
 - Club or lodge
 - Community or senior center or recreational facility
 - Conference center, meeting hall
 - Fire station
 - Library
 - Mortuary
 - Museums, other special purpose cultural institutions
 - Parks, public, open space, associated buildings*
 - Police station
 - Postal facility, neighborhood
 - Recreation services, indoor
 - Recreation services, outdoor*
 - School, elementary or secondary
 - School, vocational or professional
 - Sports and/or entertainment facility
 - Studio, professional
 - Theater, indoor
 - University or college
- Construction, mining, agriculture
 - Agriculture, limited*
 - Contractors, special trade, general
 - Contractors, special trade, heavy, contractor yard*
 - Nursery, plant
- Vested Density (Allowable): 1.0 FAR
- * = Need not be enclosed

Definitions of Vested Uses

The following words and phrases, when used in this Development Agreement, shall have the meanings respectively ascribed to them:

- *Agriculture, limited:* Limited agricultural activities including, but not limited to: grazing of livestock, forage and feed crop production, sod farming, truck farming, and fruit and nut tree orchards; excluding, however, feed lots, hog farms, dairies, poultry and egg production facilities, bee-keeping and apiaries, horse boarding, and riding stables.
- *Ambulance service:* The dispatching of vehicles for transportation of ill or injured persons to or from treatment facilities together with incidental storage and maintenance of such vehicles.
- *Animal care, kennel, cattery:* A facility providing animal care or boarding services not restricted to household pets with overnight accommodations, animal hospitals, boarding kennels, and/or the maintaining, raising, harboring and/or boarding of four (4) or more dogs or six (6) or more cats or six (6) or more dogs and cats.
- *Animal sales, service, or care, household pets only:* An establishment engaged in sale, grooming, day care, boarding or providing treatment or care for animals, including sales of animal supplies and overnight observation kennels. All sales of animals, grooming, day care, boarding, treatment, care and overnight observation kennels shall be for household pets only. The use must be completely enclosed except that outdoor animal runs or other areas in which dogs will be allowed outside of an enclosed structure off leash (hereinafter "outdoor run") are allowed between the hours of 6:30 a.m. and 9:00 p.m. Outdoor runs are subject to the procedures specified for administrative review, and these procedures shall be followed prior to the initial approval for a use permit or the addition, relocation or expansion of an outdoor run for a permit previously issued. Animal sales service or care uses over twenty thousand (20,000) square feet in gross floor area that use a majority of their gross floor area for retail sales shall not have more than fifteen (15) percent of their gross floor area devoted to overnight boarding and the use shall be completely enclosed at all times. The facilities shall be constructed, maintained and operated so that neither the sound nor smell of any animals boarded or kept on the premises during the time that full enclosure is required can be discerned on other zone lots provided however that existing facilities may continue to be maintained and operated as previously permitted. Breeding kennels or catteries are not permitted under this use.
- *Assisted living facility:* A residential structure or structures licensed by the state as an assisted living residence and housing more than eight (8) adults. This use is a residential facility that makes available to more than eight (8) adults not related to the owner of such facility, either directly or indirectly through a resident agreement with the resident, room and board and at least the following services: personal services; protective oversight; social care due to impaired capacity to live independently; and regular supervision that shall be available on a twenty-four-hour basis, but not to the extent that regular twenty-four-hour medical or nursing care is required. Such a use shall not include residential treatment facilities for substance abusers or the mentally ill. This use shall not include the uses nursing home, hospice or residence for older adults. An assisted living facility shall not be considered a residential care use. A facility which otherwise meets this definition but has eight (8) or fewer residents shall be considered a residential care use, small, and not an assisted living facility.

- *Automobile gasoline filling, or emissions inspection station:* A retail establishment engaged in the sale of automotive fuel, motor oil, and/or services, which provide for the routine maintenance of automobiles. Such services may include washing, polishing, greasing, emissions testing, tire repair, wheel alignment, brake repair, muffler replacement, engine tune-up, flushing of radiators, servicing of air conditioners, and other activities of minor repair and servicing. The establishment may include the sale of compressed natural gas, liquefied petroleum, or other types of fuel for vehicles as regulated by the fire department. Any above ground fuel tanks shall be located a minimum of one thousand (1,000) feet from a protected use, as defined by the fire department; provided, however, that such spacing may be reduced by the zoning administrator with the review and concurrence of the fire department. Need not be enclosed. This definition includes the uses in the following SIC groups:

5541 Gasoline service stations, except truck stops;

7549 Automotive services, except the following: towing service, automotive; and wrecker service (towing), automotive; or

An emissions inspection facility qualifying for an "inspection only" license from the state; such station shall be placed upon and anchored to a concrete pad. Notwithstanding more restrictive provisions of article V, division 2, signs permitted in enumerated districts, such station shall have no more than four (4) signs with a total area of fifty (50) square feet; provided, however that no wall of the structure shall have more than twenty (20) square feet of sign area. Other sign features shall be regulated by the provisions of article IV, divisions 1 and 2. Notwithstanding more restrictive provisions of this chapter, the permit application for such station need not meet the requirement for any development plan or PBG site plan submittal; provided, however, that the permit application shall include a site plan drawn to scale which shows the exact location of the proposed structure, vehicle waiting area, adjoining driving aisles and buildings; a space shall be provided for five (5) vehicles awaiting testing and such vehicles shall not obstruct any designated parking aisle or driveway. Vehicle testing area need not be enclosed.

- *Automobile wash, laundry, and/or polishing shop:* Facilities where motor vehicles are washed, cleaned, and/or waxed by hand or with manually operated equipment or automatic machinery.
 - a. If customer self-service operated, in addition to any other required off-street parking, sufficient space shall be provided on the same zone lot to accommodate three (3) vehicles waiting to be washed for each washing stall; and
 - b. Vehicles serviced or stored for customers shall not be parked on streets, alleys, public sidewalks, or tree lawns.
- *Automobile, motorcycle, light truck sales, leasing, or rental:* Sales, leasing, rental, and related servicing of new and used automobiles, light trucks, vans and sport utility vehicles limited to a capacity of not more than one-and-one-half (1½) tons, motorcycles, motor scooters, mopeds, all-terrain vehicles, snowmobiles, go-carts, utility trailers, and similar items; excluding, however, commercial wrecking, dismantling, or junkyard. All outdoor display areas shall comply with use and maintenance of off-street parking areas. This definition includes, but is not limited to, all uses in the following SIC groups:

551 New and used car dealers;

552 Used car dealers;

557 Motorcycle dealers.

- *Automobile parts recycling business:* An establishment at which motor vehicles are dismantled for the purpose of selling useable parts and which does not include a junkyard. Vehicle parts and bodies shall be arranged and/or stacked in an orderly manner. Outdoor aisles shall be graveled or covered with a dust-free surface material, and the site along with abutting street right-of-way areas shall be kept free of weeds and litter. The dismantling area shall not be visible from the street or from abutting residential or business zoned properties. Outdoor storage areas shall be enclosed by a solid wall or fence, except where such business adjoins a similar use along a side or rear lot line. Provision shall be made to control, contain and collect for proper disposal oil, antifreeze and other liquids generated by the dismantling or storage of motor vehicles or parts. Disposal of CFC's (chlorofluorocarbons) from vehicle air conditioners shall be done in accordance with chapter 4 of the Revised Municipal Code and applicable rules and regulations.
- *Automobile repair garage:* An establishment engaged in performing major repairs to and the servicing of automobiles. Such work excludes commercial wrecking, dismantling, junkyard, tire, and truck-tractor repair. Major repair may include engine overhaul or replacement, body work, upholstery work, glass replacement, transmission overhaul, brake repair with drum and disc grinding, replacement of electrical accessories such as starters and alternators, frame alignment, and rebuilding of wrecked automobiles. Outdoor storage of vehicles awaiting repair, materials, or supplies is controlled by enclosure requirements of the specific use district; however, any unenclosed areas shall be provided with a fence or wall constructed to a height adequate to conceal any vehicles, equipment or supplies located on the zone lot; proper grading for drainage; asphalt, oil or any other dust-free surfacing; and on-going maintenance to keep the areas in good condition, free of weeds, dust, trash, and debris. This use includes body work and painting. This definition includes, but is not limited to, all uses in the following SIC groups:
 - 753 Automotive repair shops;
 - 7549 Automotive services.
- *Automobile rental facility:* The rental of automobiles under conditions where (1) the storage of all rental automobiles is located on the same zone lot as the office for the automobile rental service, (2) no mechanical or maintenance work on automobiles shall be done on the premises, (3) the land area assigned for storage of rental automobiles shall not be included for computation of any required off-street parking space
- *Banking and financial services:* A facility engaged in deposit banking or extending credit in the form of loans. This definition includes, but is not limited to, all uses in the following SIC groups:
 - 60 Depository institutions;
 - 61 Nondepository institutions.
- *Bed and breakfast:* An owner-occupied or manager-occupied residential structure providing rooms for temporary, overnight lodging, with or without meals, for paying guests, or, a residential structure which is operated by the resident owner as a temporary lodging for paying

guests and which satisfies certain conditions related to structures and districts for preservation as specified in chapter 30, landmark preservation.

- *Bookstore*: A retail establishment which, as its primary business, engages in the sale, rental, or other charge-for-use of books, magazines, newspapers, greeting cards, postcards, videotapes, computer software, and/or any other printed or electronically conveyed information or media, excluding any "adult establishment," "adult bookstore," "adult theater," "theater," or "studio theater."
- *Brewpub*: An eating place which includes the brewing of beer as an accessory use. No more than thirty (30) percent of the product, either in bottles or kegs, may be sold to off-premises customers. Notwithstanding more restrictive provisions of this chapter, such accessory use may occupy up to twenty (20) percent of the gross floor area of the eating place.
- *Child care center*: A facility defined as a child care center under chapter 11 of the Denver Revised Municipal Code which is maintained for the whole or part of the day but for less than twenty-four (24) hour care of five (5) or more children, not related to the owner, operator, or manager thereof, from the ages of six (6) weeks through sixteen (16) years, whether such facility is operated with or without compensation for such care, and with or without stated educational purposes, subject to the licensing requirements of the state and the city.
- *Church or religious institution*: A building, together with its accessory buildings and uses, where persons regularly assemble for religious worship and which building, together with its accessory buildings and uses, is maintained and controlled by a religious body organized to sustain public worship.
- *Clinic, office, laboratory, dental or medical*: A building or group of buildings in which the primary use is the provision of health care services to patients or clients. Such services may include the following: medical, dental, psychiatric, psychological, chiropractic, dialysis, acupuncture, reflexology, massage therapy, mental health professional, physical and/or occupational therapy, related medical services, vocational training, placement service and social and recreational activities suitable for disabled adults and children or similar service or a laboratory which provides bacteriological, biological, medical, x-ray, pathological and similar analytical or diagnostic services to doctors or dentists. No fabricating is conducted on the premises, except the custom fabrication of dentures or similar dental appliances. This definition excludes in-patient or overnight care, animal hospitals, veterinarians, or other similar services. The sale of merchandise is allowed only as an accessory use.
- *Club or lodge*: A building or land used for the activities of an association of persons for the promotion of some nonprofit common objective, such as literature, science, politics, and good fellowship, and not accessory to, or operated as, or in connection with a tavern, eating place, or other place open to the public, which meets periodically and is limited to members, with not more than one-third of the gross floor area of the club or lodge used for residential occupancy.
- *Communications service*: Establishments engaged in the provision of television and film production, broadcasting, and other information relay services accomplished through the use of electronic and telephone mechanisms; excluding, however, telecommunication facilities, and Utility, major impact. Facilities which broadcast exclusively over the Internet and have no live,

in-building audiences to broadcasts shall also be excluded from this definition and shall be classified as office: nondental or nonmedical uses. Typical uses include: television studios; television and film production studios; radio broadcasting studios; telecommunication or telecommuting service centers; or cable services.

- *Community or senior center or recreational facility:* A building, together with lawful accessory buildings and uses, used for recreational and cultural activities and not operated for profit; or swimming pools or tennis courts, and as part of a facility with swimming pools and or tennis courts, an outdoor recreational facility, if authorized by the board of adjustment and not operated for profit. Need not be enclosed. Membership may be restricted to persons living in a specific geographical area but shall not be based upon race or creed. All fees assessed shall apply equally to all users. Shall have no outdoor public address system or any type of amplified music device. Also, a facility providing social, educational, health care and/or food services to residents over sixty (60) years of age, with no overnight accommodations provided.
- *Conference center, meeting hall:* A facility which provides meeting halls, trade centers, merchandise marts, or convention centers for training and other gatherings for large numbers of people for similar functions; may be developed separately or in combination with another permitted use.
- *Consumer service, large scale:* Establishments of more than thirty thousand (30,000) square feet of gross floor area primarily engaged in providing a service(s) to individuals such as a beauty and/or barbershop, a dry-cleaning establishment, or computer services. Consumer services, large scale includes the following list of uses (including SIC groups and all subcategories not elsewhere listed):
 - 7212 Garment pressing and agents for laundries and drycleaners;
 - 7215 Coin-operated laundries and cleaning;
 - 7699 Uses from SIC 7699 primarily engaged in providing other services to individuals, including locksmiths and custom picture framing.
- *Consumer service, medium scale:* Establishments more than ten thousand (10,000) and not greater than thirty thousand (30,000) square feet of gross floor area, primarily engaged in providing a service(s) to individuals such as a beauty and/or barbershop, a dry-cleaning establishment, or computer services.
- *Consumer service, small scale:* Establishments of less than ten thousand (10,000) square feet of gross floor area, primarily engaged in providing a service(s) to individuals such as a beauty and/or barbershop, a dry-cleaning and laundry collection station, or computer services.
- *Contractor, general:* An establishment providing general contracting and/or building construction services for residential, farm, industrial, or commercial uses, and which typically does not involve outdoor storage of machinery or equipment. However any unenclosed areas shall be provided with a fence or wall constructed to a height adequate to conceal any vehicles, equipment or supplies located on the zone lot; proper grading for drainage; asphalt, oil or any other dust-free surfacing; and the areas shall be maintained in good condition, free of weeds, dust, trash and debris. This definition includes the following SIC groups:
 - 15 General building contractors;

- 171 Plumbing, heating, air-conditioning;
- 172 Painting and paper hanging;
- 173 Electrical work;
- 174 Masonry, stonework, and plastering;
- 175 Carpentry and floor work;
- 176 Roofing, siding, and sheet metal work;
- 1793 Glass and glazing work;
- 1796 Installing building equipment;
- 1799 Special trade contractors.

Includes special trades contractor involving the following trades:

1. Air conditioning;
2. Cabinet making;
3. Carpentry;
4. Decorating;
5. Electrical work;
6. Exterminations;
7. Fire-proofing;
8. Floor laying;
9. Glass;
10. Glazing;
11. Heating;
12. Linoleum;
13. Masonry;
14. Ornamental iron work;
15. Painting;
16. Paper hanging;
17. Plumbing;
18. Refrigeration;

19. Sign construction or installation;

20. Stone work;

21. Title;

22. Waterproofing;

23. Wiring;

24. Other similar trades not listed elsewhere in this chapter, but specifically excluding contractors dealing with excavation, structural steel, well drilling, and other similar heavy construction, and specifically excluding trucks having a manufacturer's capacity of more than two (2) tons from remaining on the premises except to load and discharge contents.

- *Contractors, special trade, heavy, contractor yard*: Establishments providing general contracting and/or building construction services other than for buildings, such as for highways and streets, bridges, sewers, and flood control projects, and which may involve outdoor storage of machinery or equipment, includes a contractor yard for vehicles, equipment, materials and/or supplies. This definition includes, but is not limited to, the following SIC groups:

6 Heavy construction, except building;

178 Water well drilling;

1791 Structural steel erection;

1794 Excavation work;

1795 Wrecking and demolition work;

Contractor yard for vehicles, equipment, materials and/or supplies, must comply with all the following:

Shall not store hazardous or toxic materials without the approval of the fire department.

(a) Is not used for the dismantling of any vehicles;

(b) Is properly graded for drainage, surfaced with asphalt, oil or any other dust-free surfacing and maintained in good condition, free of weeds, dust, trash and debris;

(c) Is provided with visual barriers of such dimensions that occupants of adjacent structures are not unreasonably disturbed, either by day or by night, by the movement of vehicles, machinery, equipment or supplies. Such barrier may consist of chain-link fence incorporating an approved sight-obscuring material;

(d) Is provided with entrances and exits so located as to minimize traffic congestion;

- *Dwelling, multiple unit:* A single detached building structurally divided into two (2) or more separate independent dwelling units for permanent occupancy, each dwelling unit having but one (1) kitchen and housing only one (1) of the following groups of persons living together as a single nonprofit housekeeping unit: Any number of persons immediately related by blood, marriage or adoption or four (4) or fewer persons not necessarily related by blood, marriage or adoption; provided, however, that each dwelling unit having an individual outside entrance at ground level shall contain at least six hundred (600) square feet of gross floor area.
- *Dwelling, single unit:*
 - a. A single detached structure having but one (1) housekeeping unit with any number of persons bearing to each other the relationship of: husband, wife, mother, father, grandmother, grandfather, son, daughter, brother, sister, stepson, stepdaughter, stepbrother, stepsister, stepmother, stepfather, grandson, granddaughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, uncle, aunt, nephew or niece, living together as a single nonprofit housekeeping unit, plus domestic servants employed for services on the premises and containing a single kitchen; or
 - b. A single detached structure having but one (1) housekeeping unit consisting of two (2) unrelated adults over the age of eighteen (18) years plus, if applicable, any persons bearing to either of the two (2) unrelated adults the relationship of son, daughter, stepson, stepdaughter, mother, father, grandmother, grandfather, grandson, granddaughter, sister, brother, living together as a single nonprofit housekeeping unit and containing a single kitchen shall also constitute a single unit dwelling.
- *Eating place:* A retail establishment primarily engaged in the sale of prepared food and/or drinks within a completely enclosed structure. Notwithstanding more restrictive provisions of this chapter, any establishment holding a beer and wine license, a hotel and restaurant license, or a club or tavern license as issued by the state department of revenue, may maintain as an accessory use a number of amusement devices as follows: ten (10) devices or that number which occupies no more than ten (10) percent of the gross floor area of the eating place, whichever is more restrictive.
- *Fabrication:* Manufacturing, excluding the refining or other initial processing of basic raw materials such as metal ores, lumber or rubber. Fabrication relates to stamping, cutting or otherwise shaping the processed materials into useful objects.
- *Fire station:* A fire protection center operated by a governmental entity, including the housing of fire trucks, firefighting personnel and related equipment.
- *Food preparation and sales, commercial:* Establishments less than ten thousand (10,000) square feet in area primarily engaged in the preparation and production of prepared food items in individual servings for off-premises consumption and/or sale by others. Typical uses include caterers, wholesale bakeries, commissary kitchens, specialty food packaging and/or processing shops, and flight kitchens. This definition includes, but is not limited to, uses in the following SIC groups:
 - 2099 Food preparations;
 - 2051 Bread and other bakery products, except cookies and crackers;

2052 Cookies and crackers;

5812 Caterers, commissaries, and contract feeding.

- *Food sales or market, large:* Establishments of more than ten thousand (10,000) square feet of gross floor area primarily engaged in the retail sale of food and beverages for off-site or home consumption. Typical uses include supermarkets and farmers markets. This definition includes, but is not limited to, all uses in the following SIC group:
54 Food stores.
- *Food sales or market, small:* Establishments of ten thousand (10,000) square feet or less of gross floor area primarily engaged in the sale of food and beverages for off-site or home consumption. Typical uses involve groceries, markets, or delicatessens.
- *Furniture, furnishings, retail sale, large scale:* A retail establishment exceeding thirty thousand (30,000) square feet of gross floor area that sells household, office or other furniture, furnishings or equipment.
- *Garden supply store:* An establishment primarily engaged in the retail sale of trees, shrubs, other plants, seeds, bulbs, mulches, soil conditioners, fertilizers excluding bulk fertilizer, pesticides, garden tools, and other garden supplies to the general public. These establishments primarily sell products purchased from others. Typical items for sale include flowers, shrubs, trees, garden tools, packaged fertilizer, and supplies. This definition includes uses in the following SIC group:
526 Retail Garden Stores.
- *Golf course:* An area of land laid out for the game of golf with a series of holes each including tee, fairway, and putting green and often one or more natural or artificial hazards. A golf course includes a clubhouse, maintenance facility and shelters as accessory uses.
- *Home building materials, supplies, sales, or rental:* Establishments primarily engaged in retail or wholesale sale or rental from the premises of supplies used in the construction of structures; excluding, however, uses classified as building trades contractor service; automobile or truck sales, leasing, or rental; trailer or recreational vehicle sales, leasing, or rental; and truck or equipment sales, leasing or rental, except as is incidental to the construction supplies, sales, or rental use. Typical uses include building materials stores and tool and equipment rental or sales. All accessory outdoor storage shall be enclosed by a fence or wall adequate to conceal such storage from adjacent property. This definition includes all uses in the following SIC group:
521 Lumber and other building materials.
- *Hotel:* One (1) or more buildings providing temporary lodging primarily to persons who have residences elsewhere, or both temporary and permanent lodging in guest rooms, or apartments. The building or buildings have an interior hall and lobby with access to each room from such interior hall or lobby. Accessory uses may include an eating place, meeting rooms, and other similar uses. Notwithstanding the gross floor limitations for accessory uses, conference facilities not exceeding fifteen (15) percent of the gross floor area of the hotel are permitted in addition to the floor area occupied by all other accessory uses.
- *Husbandry:* Shall mean the cultivation or production of plants and animals (livestock) and/or by-

products thereof.

- *Laboratory, research, development, technological service:* A research and development facility, training facility, production studio, laboratory, display/showroom/sales facility, or other similar use which typically has a high ratio of square feet of floor area per employee, or a facility for the servicing of technological equipment and/or office machinery, such as computers, copying machines and word processing equipment; must have a significant office component associated with non-office activities. Sales facilities shall be limited to non-retail sales, and sales activities shall not occupy more than twenty (20) percent of the gross floor area of the structure. Each use may include indoor storage space for parts and supplies.
- *Library:* A publicly operated facility housing a collection of books, magazines, audio and videotapes, or other material for use by the general public.
- *Liquor store:* Establishments engaged in the sale of alcoholic beverages for off-premises consumption.
- *Live/work residential:* Live/work residential use is a combination of residential occupancy and commercial activity located within a dwelling unit. The commercial activity shall not exceed fifty (50) percent of the gross floor area of the dwelling unit and shall not have more than two (2) employees or regular assistants on premises at one (1) time. Any repair, assembly, or fabrication of goods is limited to the use of hand tools or domestic mechanical equipment. The direct sale of any goods to consumers is limited to only those goods created on-site, and no floor area shall be dedicated for the sale and/or display of any goods. Signs are limited to not more than two (2) unanimated, nonilluminated wall or window signs not exceeding ten (10) square feet in total area. The work activities shall not adversely impact the public health, safety, and welfare, or the livability, functioning, and appearance of adjacent conforming property. Typical work activities may include home offices, craft work, art studios, candle making, jewelry making, fabrication of cloth goods, and other similar activities.
- *Manufacturing, fabrication, and assembly, custom:* Establishments with a ground floor area not greater than seven thousand five hundred (7,500) square feet primarily engaged in the on-site, hand-manufactured or fabricated production of goods. Goods are predominantly hand-manufactured and fabricated involving only the use of hand tools or domestic mechanical equipment. Incidental direct sale to consumers of only those goods produced on-site is allowed. Typical uses include ceramic studios, candle making facilities, or custom jewelry makers. Those uses and products listed below with their SIC codes are excluded, except as noted:
 - 20 Food and kindred products
 - 2011 Meat packing plants
 - 2015 Poultry slaughtering
 - 2061 Sugar cane
 - 2062 Sugar cane refining
 - 2063 Sugar beet refining
 - 2076 Vegetable oil mill

2077 Animal and marine fats and oils

2082 Malt beverage manufacturing of over 60,000 barrels per year

2084 Wines, brandy and brandy spirits

2085 Distilled and blended liquors

22 Textile mill products

24 Lumber and wood products except furniture

2491 Wood preserving

25 Furniture and fixtures

26 Paper and allied products

261 Pulp mills

262 Paper mills

263 Paper board mills

27 Printing, heat set web process, only

28 Chemicals and allied products

281 Industrial inorganic chemicals

282 Plastic materials and synthetic resins, synthetic rubber, cellulosic, and other manmade fibers except glass

2822 Synthetic rubber

2836 Biological products

284 Soap, detergents and cleaning preparations, perfumes, cosmetics and other toilet preparations

2851 Paints, varnishes, lacquers, enamels and allied products

286 Industrial organic chemicals

287 Agricultural chemicals

289 Miscellaneous chemical products

29 Petroleum refining is prohibited except for the following:

295 Asphalt paving and roofing materials

299 Miscellaneous products of petroleum and coal

30 Rubber and miscellaneous plastics and products

301 Tires and inner tubes

31 Leather and leather products

32 Stone, clay, glass and concrete products

321 Flat glass

322 Glass and glassware, pressed or blown

324 Cement, hydraulic

325 Structural clay products

3291 Abrasive products

3295 Minerals and earths, ground or other otherwise treated

3297 Non-clay refractories

33 Primary metal industries

34 Fabricated metal products except machinery and transportation equipment

3462 Iron and steel forgings

3463 Nonferrous forgings

3465 Automotive stampings

35 Industrial and commercial machinery and computer equipment

36 Electronic and other electrical equipment and components except computer equipment

3631 Household cooking equipment

3632 Household refrigerators and freezers

3633 Household laundry equipment

3639 Household appliances

3612 Power, distribution and specialty transformer

3613 Switchgear and switchboard apparatus

3621 Motors and generators

3624 Carbon and graphite products

3625 Relays and industrial

3629 Electrical industrial apparatus

37 Transportation equipment

3711 Motor vehicles

3713 Truck and bus bodies

3715 Truck trailers

3716 Motor homes

3721 Aircraft

3724 Aircraft engines

3728 Aircraft parts and auxiliary equipment

373 Ship and boat building

374 Railroad equipment

376 Guided missiles and space vehicles and parts

3792 Travel trailers and campers

3795 Tanks and tank components

38 Measuring, analyzing and controlling instruments, photographic, medical and optical goods, watches and clocks

39 Miscellaneous manufacturing industries

- *Manufacturing, fabrication, and assembly, general:* A manufacturing establishment whose operations include storage of materials; processing, fabrication, or assembly of products; and loading and unloading of new materials and finished products, and does not produce or utilize in large quantities as an integral part of the manufacturing process, toxic, hazardous, or explosive materials. Noise, odor, dust, or vibration from the manufacturing process may result in only minor impacts on adjacent properties. This definition includes all uses or products in the following SIC groups except as noted:

20 Food and kindred products, except;

2011 Meat packing plants;

2015 Poultry slaughtering;

2061 Sugar cane;

2062 Sugar cane refining;

2063 Sugar beet refining;

2076 Vegetable oil mill;

2077 Animal and marine fats and oils;

2082 Malt beverage manufacturing of over sixty thousand (60,000) barrels per year;

2084 Wines, brandy and brandy spirits;

2085 Distilled and blended liquors;

22 Textile mill products;

24 Lumber and wood products except furniture, except:

2491 Wood preserving;

25 Furniture and fixtures;

26 Paper and allied products, except:

261 Pulp mills;

262 Paper mills;

263 Paper board mills;

27 Printing, heat set web process only;

28 Chemicals and allied products, except:

281 Industrial inorganic chemicals;

282 Plastic materials and synthetic resins, synthetic rubber, cellulosic, and other manmade fibers, except glass;

2822 Synthetic rubber;

2836 Biological products;

284 Soap; detergents and cleaning preparations, perfumes, cosmetics, and other toilet preparations;

2851 Paints, varnishes, lacquers, enamel, and allied products;

286 Industrial organic chemicals;

287 Agricultural chemicals;

289 Miscellaneous chemical products;

30 Rubber and miscellaneous plastics and products except:

301 Tires and inner tubes;

31 Leather and leather products;

34 Fabricated metal products except machinery and transportation equipment except:

3462 Iron and steel forgings;

3463 Nonferrous forgings;

3465 Automotive stampings;

35 Industrial and commercial machinery and computer equipment;

36 Electronic and other electrical equipment and components except:

3612 Power, distribution, and specialty transformer;

3613 Switchgear and switchboard apparatus;

3621 Motors and generators;

3624 Carbon and graphite products;

3625 Relays and industrial;

3629 Electrical industrial apparatus;

3631 Household cooking equipment;

3632 Household refrigerators and freezers;

3633 Household laundry equipment;

3639 Household appliances;

37 Transportation equipment;

38 Measuring, analyzing and controlling instruments, photographic, medical and optical goods, watches and clocks;

39 Miscellaneous manufacturing industries.

- *Manufacturing, fabrication, and assembly, heavy*: A manufacturing establishment whose operations include storage of materials; processing, fabrication, or assembly of products; and loading and unloading of new materials and finished products. Toxic, hazardous, or explosive materials may be produced or used in large quantities as an integral part(s) of the manufacturing process. Noise, odor, dust, vibration, or visual impacts, as well as potential public health problems in the event of an accident, could impact adjacent properties. This definition includes, but is not limited to, all uses or products in the following SIC groups and the following uses:
 - 2011 Meat packing plants;
 - 2015 Poultry slaughtering;

2061 Sugar cane;

2062 Sugar cane refining;

2063 Sugar beet refining;

2076 Vegetable oil mill;

2077 Animal and marine fats and oils;

2082 Malt beverage manufacturing of over sixty thousand (60,000) barrels per year;

2084 Wines, brandy and brandy spirits;

2085 Distilled and blended liquors;

2491 Wood preserving;

261 Pulp mills;

262 Paper mills;

263 Paper board mills;

281 Industrial inorganic chemicals;

282 Plastic materials, and synthetic resins, synthetic rubber, cellulosic, and other manmade fibers, except glass;

2822 Synthetic rubber;

2836 Biological products;

284 Soap, detergents, and cleaning preparations, perfumes, cosmetics and other toilet preparations;

2851 Paints, varnishes, lacquers, enamels and allied products;

286 Industrial organic chemicals;

287 Agricultural chemicals;

289 Miscellaneous chemical products;

29 Petroleum refining;

295 Asphalt paving and roofing materials;

299 Miscellaneous products of petroleum and coal;

301 Tires and inner tubes;

32 Stone, clay, glass and concrete products;

321 Flat glass;

322 Glass and glassware, pressed or blown;

324 Cement, hydraulic;

325 Structural clay products;

3291 Abrasive products;

3295 Minerals and earths, ground or other otherwise treated;

3297 Non-clay refractories;

33 Primary metal industries;

3462 Iron and steel forgings;

3463 Nonferrous forgings;

3465 Automotive stampings;

3612 Power, distribution, and specialty transformer;

3613 Switchgear and switchboard apparatus;

3621 Motors and generators;

3624 Carbon and graphite products;

3625 Relays and industrial;

3629 Electrical industrial apparatus;

3631 Household cooking equipment;

3632 Household refrigerators and freezers;

3633 Household laundry equipment;

3639 Household appliances;

3711 Motor vehicles;

3713 Truck and bus bodies;

3715 Truck trailers;

3716 Motor homes;

3721 Aircraft;

3724 Aircraft engines;

3728 Aircraft parts and auxiliary equipment;

373 Ship and boat building;

374 Railroad equipment;

376 Guided missiles and space vehicles and parts;

3792 Travel trailers and campers;

3795 Tanks and tank components.

Asphalt and concrete plant;

Concrete, asphalt, and rock crushing facility.

- *Manufacturing, fabrication, and assembly, light:* A manufacturing establishment primarily engaged in the fabrication or assembly of products from prestructured materials or components. Because of the nature of its operations and products, little or no noise, odor, vibration, glare, and/or air and water pollution is produced, and, therefore, there is minimal impact on surrounding properties. This definition includes all uses or products in the following SIC groups:
 - 23 Apparel and other textile products;
 - 375 Motorcycles, bicycles, and parts;
 - 38 Instruments and related products except:
 - 384 Medical instruments and supplies;
 - 386 Photographic equipment and supplies.
- *Mortuary:* Establishments engaged in undertaking services, such as preparing the human dead for burial and in arranging and managing funerals. This definition includes crematories and mortuaries and all uses in the following SIC group:
 - 726 Funeral service and crematories.
- *Motel:* One (1) or more buildings providing residential accommodations and containing rental rooms and/or dwelling units, each of which has a separate outside entrance leading directly to rooms from outside the building. Services provided may include maid service and laundering of linen, telephone and secretarial or desk service, and the use and upkeep of furniture. Up to twenty (20) percent of the residential units may be utilized for permanent occupancy.
- *Museums, other special purpose cultural institutions:* A public or private facility, including an aquarium, operated as a repository or a collection of natural, scientific, or literary curiosities or objects of interest, not including the regular sale or distribution of the objects collected. Activities may include the sale of crafts work and artwork, boutiques, and the holding of meetings and social events. This definition includes, but is not limited to, all uses in the following SIC group:
 - 84 Museums, botanical, zoological gardens.

- *Nursery*: Any land used to raise trees, shrubs, flowers and other plants for sale or for transplanting.
- *Nursing home, hospice*: An establishment licensed by the state department of public health, which establishment maintains and operates continuous day and night facilities providing room and board, personal services and skilled nursing care, including hospices, specifically excluding, however, hospitals.
- *Office: nondental or nonmedical*: Occupancy primarily for the provision of professional, executive, management, or administrative services; excluding, however, clinic or office, dental or medical.
- *Outdoor recreational facilities*: Unenclosed recreational facilities that require no permanent or substantial improvements erected above grade for their operation, except for fences, railings, goals, bleachers, team benches or other similar fixtures. Such uses may include outdoor skating rinks, basketball courts, soccer fields or other similar uses.
- *Parking of vehicles*: The assembling, or standing of vehicles for relatively temporary periods of time either with or without charge for such assembling and standing, but not for repair, sale or commercial storage thereof.
- *Parks, public, open space, associated buildings*: An area of land which is developed or intended for development with landscaping and other features which promote recreational activities by the public. May be either publicly or privately owned.
- *Police station*: Police protection centers operated by a governmental agency, including administrative offices, storage of equipment, temporary detention facilities, and the open or enclosed parking of patrol vehicles; excluding, however, correctional institutions.
- *Postal facility, neighborhood*: A facility that has distribution boxes (cluster boxes) and collection services for the general public, mail carriers, and retail services; excluding, however, the distribution of bulk mail or packages to other postal facilities.
- *Printing service, publishing, business support*: Establishments engaged in the provision of services of a clerical, office employment, protective, office printing and reproduction, air courier pickup and delivery "drop-off points," or minor processing services to businesses rather than to individuals. This definition includes the following list of uses (including SIC groups and all subcategories not elsewhere listed):
 - 733 Mailing, reproduction, commercial art, and photography;
 - 734 Equipment rental and leasing;
 - 737 Computer programming, data processing, and other computer related services (except computer programming, 7371; prepackaged software, 7372; and computer system design, 7373);
 - 738 Miscellaneous business services;
 - 7699 Uses from SIC 7699 primarily engaged in providing repair and other services to businesses, and to a lesser extent individuals, that by the nature of their operation have little impact on adjoining property due to noise, odor, vibration,

and/or air or water pollution. These uses include: repair of small or precision equipment, such as medical, dental laboratory, or drafting equipment; publishing; lithography.

- *Railway facilities*: Passenger terminal, railway yard, maintenance or fueling facilities; need not be enclosed.
- *Railway right-of-way*: Any existing railway right-of-way; but not including railway yard, maintenance or fueling facilities; need not be enclosed.
- *Recreation services, indoor*: Establishments providing indoor sports or recreation by and for participants; excluding, however, community center. Any spectators would be incidental and attend on an irregular basis. This definition includes, but is not limited to, all uses in the following SIC groups and the following uses:
 - 791 Dance studios, schools, and halls;
 - 792 Producers, orchestras, entertainers;
 - 793 Bowling centers;
 - 7941 Sports clubs, managers, and promoters;
 - 7991 Physical fitness facilities;
 - 7993 Amusement center, coin-operated amusement devices;
 - 7997 Membership sports and recreation clubs;
 - 7999 Amusement and recreation (except batting cages, go-cart raceway, and golf course, miniature);
 - Billiard parlor,
 - Children's indoor play center;
 - Martial arts studio,
 - Music studio;
 - Excluding adult establishment.
- *Recreation services, outdoor*: Commercial establishments engaged in providing outdoor amusement or entertainment services by and for participants. Any spectators would be incidental and on an irregular basis. This definition includes, but is not limited to, all uses in the following SIC groups and the following uses:
 - 7948 Racing, including track operation;
 - 7996 Amusement/special interest parks;
 - 7999 Batting cages;
 - 7999 Go-cart raceway;

7999 Golf course, miniature;

Tennis, racquet ball and/or handball club;

Skateboard center;

Excluding adult establishment.

- *Recycling collection station:* Establishments engaged in collecting recyclable paper, household items, glass, plastic, aluminum, or other materials for the purpose of resource recovery. Typical uses include collection centers that use portable receptacles for collecting containers made from metal, glass, paper, or plastic.
- *Recycling plant, scrap processor:* A facility at which recoverable resources, such as newspapers, magazines, books, and other paper products; glass; metal and aluminum cans; waste oil; iron and steel scrap; rubber; and/or other products are recycled and treated to return such products to a condition in which they may again be used for production. This definition includes, but is not limited to, all uses in the following SIC group:
 - 5093 Scrap and waste materials.
- *Repair service, consumer:* Establishments engaged in the provision of repair services to consumers and households; excluding, however, the repair of vehicles and related equipment. Typical uses include appliance repair or musical instrument repair businesses. This definition includes all uses in the following SIC groups:
 - 725 Shoe repair and shoeshine parlors;
 - 762 Electrical repair shops;
 - 763 Watch, clock, and jewelry repair;
 - 764 Reupholstery and furniture repair;
 - 7699 Uses from SIC 7699 primarily engaged in providing repair and other services to individuals including repair of personal use property such as cameras, musical instruments, bicycles, and other services, including locksmiths and custom picture framing.
- *Residence for older adults:* A single unit dwelling or multi-unit dwelling housing a number of unrelated mobile older adults (individuals fifty-five (55) or more years of age) in excess of the number of unrelated persons allowed per dwelling unit, receiving fewer services than a special care home. A residence for older adults shall not be considered a residential care use.
- *Residential, institutional/special:* Parish house, abbey, convent, monastery, priory or other similar residence for clergy, or institution of religious training, consular residence, residence for the employees, members or guests of a nonprofit corporation or association organized for a religious or charitable purpose.
- *Retail, service, repair, consumer, large scale:* Establishments of more than thirty thousand (30,000) square feet of gross floor area engaged in the sale or rental of goods at retail, engaged in

providing a service(s) to individuals, and/or engaged in the provision of repair services to consumers and households. This category includes all uses listed under retail, service, repair, small scale, as well as department stores, warehouse clubs and superstores; limited to items which may be sold by any other use in this list. Repair, rental and servicing is limited to any article, except automobiles, trucks and trailers, the sale of which article is permitted in the B-3 district. This category excludes animal sales or service; building and garden materials, supplies, sales or rental; food sales or markets; and motor vehicle and related equipment sales, leasing, rental, or repair; as well as those uses listed under retail, service, repair, special.

This use includes any use from the following list of uses, or any similar use, as determined by the zoning administrator:

523 Paint, glass, and wallpaper stores;

53 General merchandise stores;

553 Auto and home supply stores;

56 Apparel and accessory stores;

572 Household appliance stores;

573 Radio, television, and computer stores;

593 Used merchandise stores;

594 Miscellaneous shopping goods stores;

599 Retail stores, except for the retail sale of fireworks.

Including uses from NAICS 812 except for 8122, mortuaries and cemeteries;

81233 Industrial launderers and linen supply; 81291, pet care services; and

81293 Parking lots and garages;

7212 Garment pressing and agents for laundries and drycleaners;

7215 Coin-operated laundries and cleaning.

725 Shoe repair and shoeshine parlors;

762 Electrical repair shops;

763 Watch, clock, and jewelry repair;

764 Upholstery and furniture repair;

7699 Uses from SIC 7699 primarily engaged in providing repair and other services to individuals including repair of personal use property such as cameras, musical instruments, bicycles, and other services, including locksmiths and custom picture framing.

- *Retail, service, repair, consumer, medium scale:* Establishments of more than ten thousand (10,000) square feet and not greater than thirty thousand (30,000) square feet gross floor area engaged in the sale or rental of goods at retail, engaged in providing a service(s) to individuals, and/or engaged in the provision of repair services to consumers and households. This category includes all uses listed under retail, service, repair, small scale. This category excludes animal sales or service; building and garden materials, supplies, sales or rental; food sales or markets; and motor vehicle and related equipment sales, leasing, rental, or repair; as well as those uses listed under retail, service, repair, special.
- *Retail, service, repair, consumer, small scale:* Establishments of ten thousand (10,000) square feet or fewer-of gross floor area engaged in the sale or rental of goods at retail, engaged in providing a service(s) to individuals, and/or engaged in the provision of repair services to consumers and households. This category excludes animal sales or service; building and garden materials, supplies, sales or rental; food sales or markets; and motor vehicle and related equipment sales, leasing, rental, or repair; as well as those uses listed under retail, service, repair, special. All uses shall be enclosed unless otherwise indicated. This category includes the following list of uses:

Apparel and accessories, dry goods (limited to soft lines only);

Appliances, household;

Art gallery, goods, supplies;

Automobile accessories, including sale of packaged auto parts only, excluding auto or trailer rental, repairing, storage or dismantling on the premises;

Barber, beauty shop;

Bicycles;

Boutiques;

Camera, photographic supply and photo processing store;

Computers, personal, typewriters, adding machines and related equipment and supplies;

Drugs, apothecary, pharmacy (limited to sale of pharmaceuticals and medical supplies);

Dry cleaner or laundry, collection and distribution station;

Dry cleaning plant, perchlorethylene package plant only which:

1. Uses petroleum derivative solvents for spotting only, and not as a general dry cleaning solvent;

2. Does not discharge steam into the atmosphere under pressure;

3. Does not dry clean clothes from collection stations, or from other plants removed from the subject plant;

Electronics, home;

Flower shops;

Floor coverings, rugs, carpets, linoleum, tile;

Furniture or furnishings, home or office, interior decorating shop;

Gifts;

Hardware;

Hobby supplies;

Jewelry (including repairing of jewelry, watches and clocks);

Laundry, package plant only, which:

1. Processes family wash only (no commercial or industrial work);
2. Uses not more than one (1) shirt unit;
3. Does not discharge steam into the atmosphere under pressure; and
4. Does not launder clothes from collection stations, or from other plants removed from the subject plant;

Laundry, customer self-service only;

Locksmith and locks;

Luggage;

Medical, hospital equipment and supplies, hearing aids, orthopedic and prosthetic devices and appliances fabrication, repair and sale, limited to prescription work only;

Music (sheet and recorded), and musical instruments;

Office supplies;

Optical goods, optician;

Paint and wallpaper;

Photographic studio, including processing and developing;

Picture frame shop, may include assembly and retail sale of custom-made frames, "do-it-yourself" assembly by customers, retail sales of ready-made frames and/or retail sales of artwork, prints or posters;

Services, professional and personal;

Sewing machines, limited to models for individual home use, may include instruction in sewing on an individual or class basis;

Shoes and shoe repair;

Specialty store, limited fabrication and retail sale of artwork and/or craftwork or other objects similar in character as determined by the zoning administrator; such use may include classes explaining the fabrication of objects and shall be limited to five employees;

Sporting goods; provided, however, any sale of guns shall only be permitted as an accessory use to the use by right;

Stationery;

Tailor (pressing, altering and repairing of wearing apparel);

Television and radio store and repair shop;

Tobacco;

Toys;

Vacuum cleaners;

Any similar use, as determined by the zoning administrator, excluding adult establishments.

- *Retail, service, repair, special:* Establishments engaged in the sale or rental of goods at retail, engaged in providing a service(s) to individuals, and/or engaged in the provision of repair services that may have significant impacts to surrounding neighborhoods in terms of noise, air, odor or other pollution; automobile traffic; hours of operation; outdoor sales; or the nature of the goods sold or the services provided. These establishments include, but are not limited to:

Appliances;

Auctioneer;

Automobile and truck parts, accessories, tires and tubes;

Beauty shop equipment and supplies;

Business machines, equipment sales, service;

Coal or wood for household use, sale at retail only;

Firearms;

Health equipment and supplies;

Health treatment on the payment of a fee or admission charge;

LP gas, retail sale;

Monuments, need not be enclosed; provided, however, that any outdoor display shall be screened from abutting properties by means of some planting, a fence or wall;

Public bath/spa;

Repair, rental and servicing, limited to any article the sale, warehousing, fabrication or assembly of which is permitted in the district;

Television and radio equipment;

Any commodity the fabrication or assembly of which is a permitted use in this district;

Any similar use, as determined by the zoning administrator, excluding adult establishments.

- *Rooming and/or boarding house:* A residential structure which provides lodging with or without meals, is available for permanent occupancy only and which makes no provision for cooking in any of the rooms occupied by paying guests.
- *School, elementary or secondary:* A public or private school meeting all requirements of the compulsory education laws of the state and providing instruction to students in kindergarten through grade twelve (12) and schools that provide preparatory schooling for children of any age younger than the state age of mandatory attendance. Secondary schools consist of middle schools and high schools, generally grades seven (7) through twelve (12). Boarding of students not permitted north of the Development Contour line.
- *School, vocational, professional or other:* Education or training in business, commerce, language, or other similar activity or occupational pursuit, or in the use of specialized, technical, or technological equipment or office machines, and not otherwise defined as home occupation, college or university, or elementary or secondary school. Boarding of students not permitted north of the Development Contour line.
- *Service, repair, commercial:* Establishments primarily engaged in providing services to commercial and business establishments. Operations may include large-scale facilities and storage of merchandise and equipment outside enclosed buildings. Commercial services includes the following list of uses (including SIC groups and all subcategories not elsewhere listed):
 - Building maintenance service;
 - Laundry or dry cleaning, commercial, industrial;
 - 721 Laundry, Cleaning, and Garment Services;
 - 735 Equipment Rental and Leasing;
 - 7623 Refrigeration Service and Repair;
 - 7692 Welding Repair;

7694 Armature Rewinding Shops;

7699 Establishments from SIC 7699 primarily engaged in providing repair and other services to businesses and, to a lesser extent, individuals, that by the nature of their operation could impact adjoining property due to noise, odor, vibration, and/or air or water pollution. Uses include repair or servicing of large or heavy machinery, such as engines and appliances, and welding, blacksmith, or gunsmith shops; and septic tank or sewer cleaning services; but not to include agriculture and farm equipment, industrial truck repair, and motorcycle repair.

- *Sports and/or entertainment facility*: Establishments designed, intended, or used primarily for indoor or outdoor spectator events including, but not limited to, professional and amateur sporting events, concerts, theatrical presentations, or motor vehicle racing. Typical uses include coliseums, arenas and sports stadiums.
- *Studio, professional*: A place where works of art are created, displayed and sold, or instruction of the arts to students occurs in the fields of painting, drawing, sculpture, etching, craftwork, fine arts, photography, bridge, or similar fields; but not including health treatment or the use of kilns exceeding twenty (20) square feet in size.
- *Terminal, public transportation, local*: Establishments primarily engaged in furnishing local and suburban mass passenger transportation over regular routes and on regular schedules with operations confined principally to a municipality, contiguous municipalities, a municipality and its suburban areas or a regional transportation district. Also included in this definition are parking lots provided for the use of passengers or employees of the transit provider.
- *Theater, indoor*: Establishments engaged in the provision of cultural, entertainment, and other events to spectators as well as those involving social gatherings. Typical uses include theaters, and multiplex cinemas. This definition includes, but is not limited to, all uses in the following SIC group:
 - 7832 Motion picture theaters, except drive-in;
 - Theater, studio; Excluding adult establishment.
- *University or college*: An educational institution which offers specialized instruction in any of several fields of study and/or in a number of professions or occupations and is authorized to confer various degrees such as the bachelor's degree. Such institutions may include any number of buildings on adjacent zone lots or on zone lots directly across streets or alleys from each other. They may include a variety of uses such as classroom buildings, administrative offices, sports facilities, research facilities and other related uses operated by the governing board of the institution within the campus or on adjoining zone lots. Amusement devices may be maintained and operated as a part of this use provided such devices are located in the student center or lounge and do not occupy an area more than ten (10) percent of the ground level floor area of the structure. Boarding of students not permitted north of the Development Contour Line.
- *Utility, major impact*: Above-grade utilities exceeding ten thousand (10,000) square feet of gross site area that has a substantially larger-than-local impact. This definition includes all uses in the following SIC groups and the following uses:
 - 4911 Electric services including wind and solar generating stations;

4922 Natural gas transmission;

4923 Natural gas transmission and distribution;

4924 Natural gas distribution;

4925 Mixed, manufactured, or liquefied petroleum gas production and/or distribution;

493 Combination electric and gas, and other utility services;

494 Water supply;

495 Sanitary services;

496 Steam and air-conditioning supply;

497 Irrigation systems.

Solid waste facility;

Other similar facilities.

- *Utility, minor impact:* Above-grade utilities of less than ten thousand (10,000) square feet of gross site area that have a localized impact on surrounding properties and are necessary to provide essential services. This definition includes all uses in the following SIC groups:
 - 4813 Telephone communications, except radiotelephone, limited to telephone switching stations;
 - 4911 Electric services, limited to electrical substations, and electrical relay switching stations; if electric substation transformers are exposed, there shall be provided an enclosing fence or wall at least six (6) feet high and adequate to obstruct view, noise and passage of persons or materials;
 - 4923 Natural gas transmission and distribution, limited to natural gas distribution substations;
 - 494 Water supply, limited to utility pumping stations.

- *Vehicle, equipment sales, leasing, service, rental:* Sales, leasing, or rental, and related servicing, of:
 - (a) Trucks in excess of one-and-one-half (1½) tons or equipment for use in agriculture, mining, industry, business, transportation, building, or construction; or
 - (b) Automobile hitches or trailers, house trailers, recreational vehicles, and boats, but excluding commercial wrecking, dismantling, or junkyard.Also, establishments primarily engaged in servicing, repairing, overhauling, inspecting, licensing, and maintaining aircraft. These establishments typically include administrative offices, warehousing of aircraft parts inventories, employee

locker rooms, and cafeterias.

- *Wholesale trade, general, storage of toxic and/or hazardous materials:* Establishments primarily engaged in selling durable and nondurable goods to retailers; to industrial, commercial, institutional, farm, building trade contractors, or professional business uses; or to other wholesalers. Activities may include physically assembling, sorting, and grading goods into large lots and breaking bulk for redistribution in smaller lots. Operations with more than twenty-five (25) percent of sales to retail customers require the appropriate business zone district. This definition includes, but is not limited to, all uses or products in the following SIC groups and uses:

501 Motor vehicles, parts, and supplies (except motor vehicle parts, used, SIC group 5015);

505 Metals and minerals, except petroleum;

508 Machinery, equipment, and supplies;

515 Farm-product raw materials;

516 Chemicals and allied products;

5191 Farm supplies.

Sale at wholesale and/or storage of toxic or hazardous materials as determined by the fire department. This includes, but is not limited to, refrigeration equipment and supplies, chemicals, and allied products and petroleum products.

- *Wholesale trade, light, storage of nontoxic, nonhazardous materials:* An establishment primarily engaged in selling durable and nondurable goods to retailers; to industrial, commercial, institutional, farm, building trade contractors, or professional business uses; or to other wholesalers. Activities may include physically assembling, sorting, and grading goods into large lots and breaking bulk for redistribution in smaller lots in such a way as to have a minimal impact on surrounding properties. Operations with more than twenty-five (25) percent of sales to retail customers require the appropriate business zone district. This definition includes all uses or products in the following SIC groups and uses:

502 Furniture and home furnishings;

503 Lumber and construction materials;

504 Professional and commercial equipment;

506 Electrical goods;

507 Hardware, plumbing, and heating equipment;

509 Miscellaneous durable goods (except scrap and waste materials, SIC group 5093);

511 Paper and paper products;

512 Drugs, proprietaries, and sundries;

513 Apparel, piece goods, and notions;

514 Groceries and related products;

518 Beer, wine, and distilled beverages;

519 Miscellaneous nondurable goods (except farm supplies, SIC group 5191).

Postal processing center;

Storage services;

Sale at wholesale and/or storage or warehousing of nontoxic, non-hazardous materials as determined by the fire department.

Exhibit I – Locations of Arterial and Collector Streets

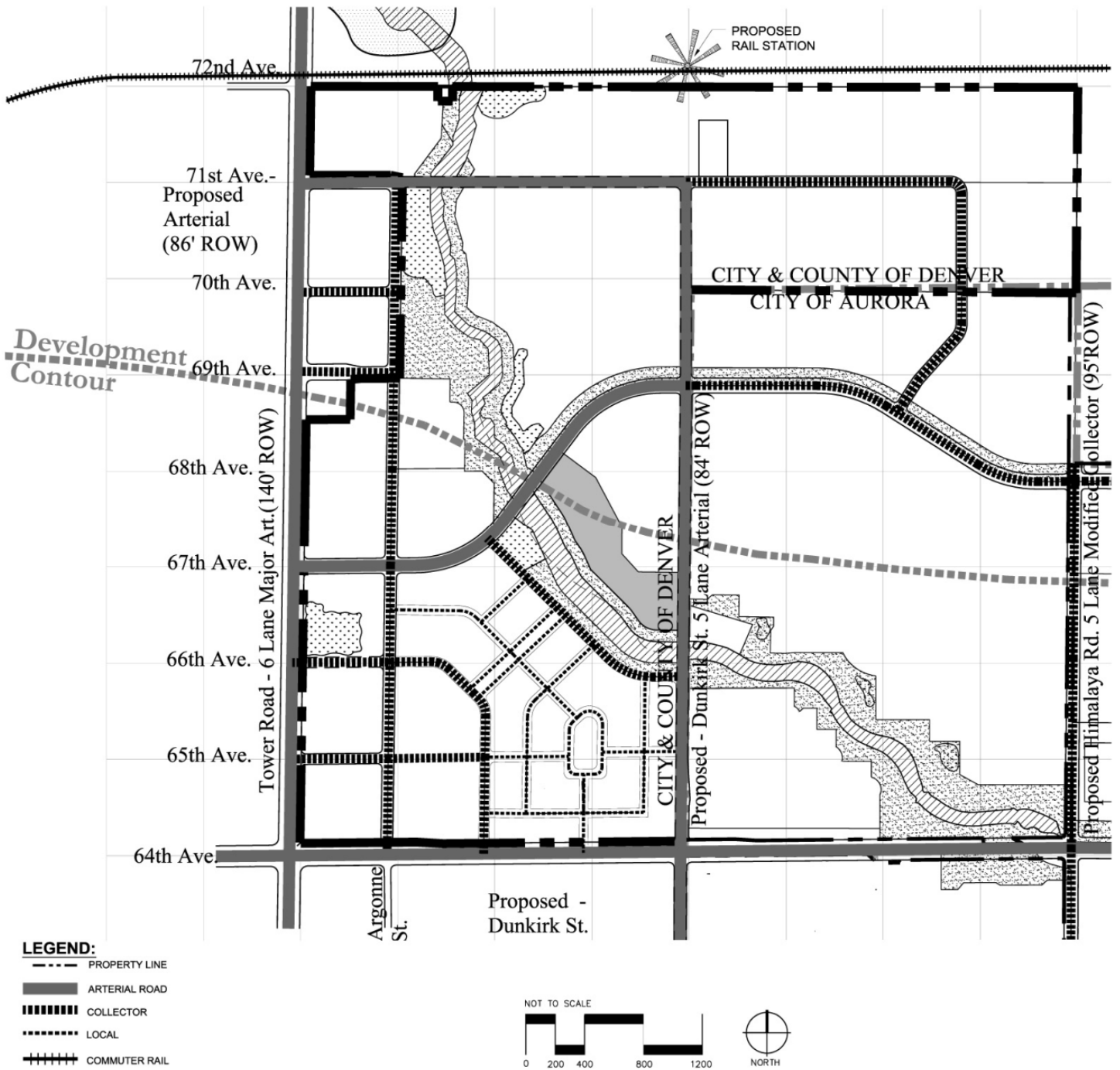


Exhibit J -- Identification of Possible Additional Right of Way

(to be attached)