

Note: The following document is provided as a convenience to residents looking for information on rules, policies, and procedures of the Fossil Ridge Metropolitan District Nos. 1-3, and other legal matters that may affect them. This document has been modified to meet Americans With Disabilities Act requirements. Some original text, diagrams, and signatures could not be modified in this document due to the way the original document was scanned from paper. This document is **not** a substitute for the original document on which it is based. Readers are encouraged to read the entire document.

Click the following link to display the original document which is not ADA compliant

[Original Agreement](#)

DEVELOPMENT AGREEMENT

FOR

SPRINGFIELD GREEN OFFICIAL DEVELOPMENT PLAN
MODIFICATION NO. 1.
(ALTERNATIVE)

THIS AGREEMENT is made and entered into this 11th Day of September 2006, by and between (a) CDN Red Rocks, L.P., a Colorado Limited Partnership, whose address is 1199 West Hastings Street, #200, Vancouver, British Columbia, Canada V6E 3T5, (b) Teefam Colorado Land Company, L.P., a California limited partnership, whose address is 6507 El Montevideo, PO Box 1695, Rancho Santa Fe, CA, 92067, (c) Carma Lakewood, LLC, a Colorado limited liability company, whose address is 9110 E. Nichols Ave, Ste 180, Englewood, CO 80129, and (d) Enerwest, Inc., a Colorado corporation, whose address is 3600 S. Yosemite Street, Ste 900, Denver, CO 80237, sometimes hereinafter referred to as "Owners," and (e) the City of Lakewood, a municipal corporation of the State of Colorado, whose address is 480 South Allison Parkway, Civic Center North, Lakewood, Colorado 80226, sometimes hereinafter referred to as "City." The Owners and the City are hereinafter sometimes collectively referred to as "Parties."

WITNESSETH:

WHEREAS, CDN Red Rocks, L.P., Teefam Colorado Land Company, L.P., Carma Lakewood, LLC and Enerwest, Inc., as Owners of certain real property located within the City of Lakewood, have submitted a Master Plan for said property known as Springfield Green Official

- Development Plan Modification No. 1 (Alternative); and •

WHEREAS, Owners intend to submit a plat for said property; and

WHEREAS, said Master Plan affects a portion of the Springfield Green Subdivision; and

WHEREAS, City, Mount Carbon Metropolitan District, a quasi-municipal corporation, and the prior owners of property within the Springfield Green Subdivision executed a "Subdivision Public Improvements Agreement For Springfield Green" dated April 18, 1986 and recorded in Jefferson County, Colorado at Reception No. 86040994, sometimes hereinafter referred to as the "Original Agreement," which provides for certain public improvements in connection with the development of Springfield Green; and •

WHEREAS, in 2003, the U.S. Bankruptcy Court for the District of Colorado approved a plan under which the Mount Carbon Metropolitan District rejected the Original Agreement; and

WHEREAS, the Parties are the agents, successors or assigns under the Original Agreement; and

WHEREAS, the Parties are the only parties currently bound by the Original Agreement and now wish to amend the Original Agreement as allowed and provided for in paragraph 14 of the Original Agreement; and

WHEREAS, as a condition of approval of said Springfield Green Official (missing word) Plan Modification No. 1 (Alternative), certain public improvements must be completed as more fully described in Exhibits attached hereto; and

WHEREAS, the Parties recognize the need for public improvements, agree that said public improvements and exaction\$ are roughly proportional to by the development or derive from the Original Agreement; and

WHEREAS, the Parties recognize their obligations under the Origin□ acknowledge that a portion of the improvements required herein derive from • Agreement obligations; and

WHEREAS, the Parties desire to evidence their agreement regarding the construction of said improvements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree that the Original Agreement is hereby amended as follows:

1. Original Agreement. The Parties hereby:
 - a. Acknowledge that the Original Agreement no longer binds the Mount Carbon Metropolitan District;
 - b. Replace the Original Agreement with this Agreement and declare the Original Agreement null and void.
 - c. Recognize the continuing validity of the Subdivision Public improvements Agreement for Block 6, Lot 3 of Springfield Green dated February 3, 1986 between the City of Lakewood and Robinson Brick Company, referenced in the Original Agreement and recorded at reception number 86040994 in the records of the Clerk and Recorder of Jefferson County, Colorado.

**Development Agreement
for Springfield Green Official Development
Plan Modification No. 1 (Alternative)**

- d. Agree that any future development of Lot 1, Block 7 or Tract A Springfield Green shall, prior to development, require a separate Public Improvements Agreement between the City and owner(s) of said lot or tract.
- e. Acknowledge that payment of \$365,000 as required by section 2.(c) of the Original Agreement was received by the City and that the City expended the \$365,000 for South Parle as provided for by section 2.(c) of the Original Agreement.

2. Legal Description. This Agreement pertains to public improvements to be constructed for the property legally described in Exhibit t:•1;, attached hereto and hereinafter referred to as the "Property."

3. Exhibits and Inclusions. This Agreement consists of 18 numbered. pages plus the following Exhibits which are incorporated herein by this reference:

- "Legal Description For Springfield Green Official Development Plan Modification No. 1 ,(Alternative)," attached hereto and designated Exhibit "I."

., "Northeast Phase Public Improvements Map and Quantities Estimate For Springfield Green Official Development Plan Modification 11 No. 1 (Alternative)," attached hereto **and designated Exhibit "A."**

- "Central Phase Public Improvements Map and Quantities Estimate For Springfield Green Official Development Plan Modification No. 1 (Alternative)," attached hereto **and designated Exhibit "B."**

- "Southwest Phase Public Improvements Map and Quantities Estimate For Springfield Green Official Development Plan Modification Nq. 1 (Alternative)," attached hereto and designated Exhibit "C."

- "Traffic Signal Requirements For Springfield Green Official Development Plan Modification No. 1 (Alternative)," attached hereto and designated Exhibit "D."

- "Notice to Buyers/" attached hereto and designated Exhibit "E."

4. Public Improvements. It is the intent of this Agreement to provide for construction of the improvements described in this Agreement. It is understood by the parties that the descriptions of improvements contained herein ate general in nature, and that reasonable modifications of the scope, nature, costs, and similar aspects of such improvements may tie necessary to secure approval of the final design of such improvements.

Development Agreement for
Springfield Green Official Development Plan
Modification No. 1 (Alternative)

The quantities and locations for the public improvements shown and described on Exhibits "A," "B," "C" and "D" are based on information that was available at the time of approval of the Springfield Green Official Development Plan Modification No. 1 (Alternative). Said improvements shall be constructed by the Owners at the sole cost, risk, and expense of the Owners except as stated in Section 5. The Owners shall be responsible for submitting a final site plan, final construction plans, final drainage, grading and erosion control plans, and a final pavement design for approval by the City with the building permit application in accordance with Chapter 14.13 of the Lakewood Municipal Code.

Before beginning any construction of any improvements within the public right-of-way, the Owners shall submit the following to the City: (1) final construction plans for all such improvements, and (2) an application for a City permit to do work in the public way. Construction shall not begin) prior to City approval of the final construction plans and issuance of a permit to do work in the public way. The Owners shall construct said improvements in conformance with the requirements of a permit to do work in the public way.

The Owners shall provide all public improvements described in this Agreement at no cost to the City except as provided in Section 5, Cost Sharing For McIntyre Street, Alameda Parkway and Yale Avenue. Some or all of the improvements required by this Agreement may be provided by contract or through the use of Title 32 metropolitan district(s) or other financing mechanisms. To the extent obligations of the Owners pursuant to this Agreement are fulfilled by contract, district or other financing mechanism such obligations shall be deemed satisfied,

5. . Cost-Sharing For McIntyre Street, Alameda Parkway and Yale Avenue. In accordance with Section 12.12 of the City Municipal Code, which section was adopted in 1988, on arterial streets the property owner is responsible for the roadway base and pavement thickness up to an Equivalent Daily Loaded Axle (EDLA) of thirty or the EDLA required for all traffic generated by the land development whichever is greater. The City will pay for any roadway base and pavement thickness in excess of the portion paid by the Owners. The Owners acknowledge that said obligation of the City is subject to annual appropriation by the City Council and shall not constitute a multiple-year fiscal obligation of the City. Owners shall be responsible for any shortfall in the event annual appropriations of the City are inadequate to fully fund said obligation.

The Owners shall construct all arterial street improvements as shown on the final City approved engineering construction plans. Prior to construction of arterial street improvements, the Owners shall submit to the City itemized quantities and costs for that portion for which the City will reimburse Owners. The City will review said costs based on bid costs for past similar projects. The City shall reimburse the Owners for the City's share of actual construction costs

acceptable to the City. The City and the Owners shall agree to the amount of reimbursement prior to any construction.

the Owners shall not request reimbursement from the City until construction of all public improvements in the phase that includes the reimbursable improvements as defined in Exhibits "A," "B" and "C" are completed and have been accepted by the City.

6. Construction Phasing. The installation of public improvements may be conducted in phases as more fully set forth in Exhibits "A," "B" and "C." Phases may occur in any order as determined by the Owners.

7. Colorado Department of transportation Jurisdiction. It is understood that Colorado State Highway No, 470, hereinafter described as C470, and Colorado State Highway No. 8, hereinafter described as Morrison Road, are subject to the jurisdiction of the Colorado Department of Transportation. The Owners understand that any development or construction, which occurs within the jurisdiction of the Colorado Department of Transportation, may be subject to additional requirements imposed by the Colorado Department of Transportation. The Owners further understand and agree that the terms and conditions of this Agreement shall not relieve the Owners from any obligations and responsibilities required by the Colorado Department of Transportation.

The public improvements within Colorado Department of Transportation jurisdiction that are required to be provided by the Owners by this Agreement are traffic signal improvements at the intersection of Indiana Street and Morrison Road and additional lanes on Alameda Parkway at C-470.

Before beginning any construction of any public improvements in or along State owned right-of-way, the Owners shall submit the following to the City: (1) final construction plans for all such improvements; (2) an application for a City permit to do work in the public way; and (3) an application for the appropriate Colorado Department of Transportation permit(s). Construction shall not begin prior to City approval of the final construction plans, issuance of a permit to do work in the public way and issuance of the appropriate Colorado Department of Transportation permit(s) and notice(s) to proceed. The Owners agree that construction of said improvements shall conform to the requirements of the approved Colorado Department of Transportation permit(s) and City permit(s) to do work in the public way.

8. Drainage Improvements. The Owners shall submit a final drainage report and construction *plans* for drainage improvements to the City for approval. The Owners shall install and pay for all drainage improvements described in a drainage report submitted by the Owner

and approved by the City. It is understood that no application to do work in the public right-of-way or public easement shall be submitted or approved until the final drainage report and construction plans have been approved by the City.

9. Grading and Erosion Control. Prior to issuance of any building or grading permit for this project, the Owners shall (1) prepare and submit an overall grading and erosion control plan for City approval, (2) make application for a grading and erosion control permit, (3) provide collateral for all required erosion control measures, (4) install and construct erosion control measures, and (5) request and receive approval of installed and constructed initial erosion control measures. Owners shall maintain all erosion control measures as necessary throughout the project and until re-vegetation is complete.

The City may at its discretion, give partial approval of grading and erosion control measures for purposes of issuing building permits. Approval of interim erosion control measures shall not authorize the release of collateral for said erosion control measures.

10. Rights-Of-Way and Easements. Unless otherwise provided for, the Owners shall provide for all necessary rights-of-way and easements in conjunction with the installation of the public improvements required by the City. The Owners agree to convey said easements and rights-of-way to the City and at no cost to the City.

Should said rights-of-way and easements not be dedicated to the City prior to the issuance of a building permit, the Owners shall provide collateral to the City in accordance with Chapter 14.13 of the Lakewood Municipal Code.

In continuing an obligation of the Original Agreement, the City agrees to allow public improvements required by this Agreement to be constructed on City-owned property at locations approved by the City without payment to the City unless otherwise expressly required herein. Such construction consists of Indiana Street and McIntyre Street immediately south of Alameda Parkway across existing City parkland.

11. Installation of Traffic Signals. Based on the Original Agreement and the traffic study for this development, traffic signals are required at various locations. Locations of traffic signals, the timing of each signal's construction, Owners' cost responsibility and collateral required for each signal shall be as set forth in Exhibit "D," attached hereto.

12. , Maintenance of Existing Signal Operations. It is recognized that construction of public improvements required by this Agreement may render inoperable existing traffic signal vehicle detection equipment. The Owners agree that prior to any work in the public right-of-way

adjacent to the vehicle detection system for a traffic signal, a City approved alternative vehicle detection system must be in place and operational if there is the potential that the existing vehicle detection system will be affected.

Collateral may be required by the City prior to issuance of a public way permit or building permit to guarantee the maintenance of the traffic detection system.

13. Street Lighting. The Owners shall pay that amount of the installation and material costs of street lighting assessed to the City as the construction costs incurred by Xcel Energy. Such street lighting improvements may include but are not limited to underground wiring and ornamental poles. Street lighting improvements shall conform to a street lighting plan to be prepared by Xcel Energy according to specifications to be provided by the City.

It is agreed that no portion of any street required to be constructed by this Agreement shall receive a final asphalt lift or concrete placement until all street lighting improvements designed to serve such street or portion thereof have been completed.

The Owners shall notify the City, in writing, a minimum of one-hundred and sixty (160) days prior to the desired time of installation or relocation of the street lighting improvements. The City shall not authorize Xcel Energy to commence construction of street lighting improvements until the Owners have paid to the City the total amount determined by Xcel Energy to be the construction cost of such improvements. After completion of such improvements, the City shall pay Xcel Energy for the cost of improvements.

the parties shall abide by any changes in the above provisions that are made necessary or convenient by altered requirements or policies of the Colorado Public Utilities Commission and/or Xcel Energy.

On residential local streets only, the Owners shall install curb/driveway lighting. The curb/driveway lighting shall be activated by hard-wired (i.e., without manual switch) photocells for each single family home and dwelling unit adjacent to a residential local street within the development. The curb/driveway lighting shall include the equivalent of at least one 60 watt light located no further than 35 feet from the back of street curb. The Owners shall require the installation and maintenance of the curb/driveway lighting via recorded Homeowners• Association Covenants, Conditions and Restrictions (CC&R\$) applicable to all of the Property. No building permit shall be issued for any home in the development until a recorded copy of the CC&Rs, which includes the requirement for hard-wired curb/driveway lighting, is provided to the City

**Development Agreement for
Springfield Green Official Development Plan
Modification No. 1 (Alternative)**

14. Power Pole/Street Light Relocations. The Owners shall pay that amount of the relocation costs assessed to the City as the construction costs incurred by Xcel Energy.

The Owners shall notify the City, in writing, a minimum of one-hundred and sixty (160) days prior to the desired time of relocation of any Xcel Energy power poles. The City shall then notify Xcel Energy of the desired relocation.

The parties shall abide by any changes in the above provisions which are made necessary or convenient by altered requirements or policies of the Colorado Public Utilities Commission and/or Xcel Energy.

15. Traffic Signs To serve the Property, the Owners shall pay to the City an amount determined by the City Traffic Engineer for fabrication and installation of all traffic signs, post& mounting hardware to be located in the public rights-of-way and easements. All signs and materials shall conform to the Manual on Uniform Traffic Control Devices, City of Lakewood standards and, where applicable, Colorado Department of Transportation Standards. Signs shall be fabricated by the City and installed by the City at the locations shown on the City approved signing plans prepared by the Owners. The Owners shall make payment to the City with issuance of the first building permit in each phase of development.

16. Survey Monuments. The Owners shall install survey monuments in accordance with the Engineering Regulations, Construction Specifications and Design Standards, (missing word)

17. Pavement Markings. The Owners shall provide any pavement markings made necessary by the construction. Pavement markings shall, at the discretion of the City, included thermoplastic or pliable pavement marking material. Pavement markings shall conform to be prepared by the Owners and submitted for approval to the City's Traffic Engineer applicable, to the Colorado Department of Transportation.

18. Park and Open Space. Owners have agreed to provide improvements to Iron Spring Park as described and shown on Exhibits "A" and "B".

Park and open space dedications required by Chapter 14.16 of the Lakewood Municipal Code are satisfied by (a) the improvements to Iron Spring Park, (b) the West Open Space, (c) the Central Corridor, illustrated on Exhibit A, B and C, (d) the \$365,000 fee previously paid pursuant to the Original Agreement, and (e) neighborhood private parkland required by the Springfield Green Official Development Plan Modification No. 1 (Alternative). No additional City owned park or open space is required for development of the Property.

The Owners shall maintain the vegetation in open space areas for a period of three years. The three-year maintenance period shall commence upon issuance of a Certificate of Acceptance for the phase that includes each open space area. The three-year maintenance obligation applies to the following open space areas depicted on Exhibits A, Band C attached hereto: West Corridor, Central Corridor, the Iron Spring Park improvements except the dog park, and vegetation adjacent to the path located parallel and near the east edge of the Property.

The Owners shall have no vegetation maintenance obligation in the dog park after the City issues a Certificate of Acceptance that includes the dog park.

19. Mount Carbon Metropolitan District. Prior to applying for any building permit and prior to receiving City approval of any subdivision plat, Owners shall provide evidence to the City that the Property has been excluded from the Mount Carbon Metropolitan District. Such exclusion shall also include abandonment by the Mount Carbon Metropolitan District of its property rights, facilities and improvements within the Property including, but not limited to; easements, water lines 311d sewer lines. Said abandonment shall not include property rights, facilities and improvements specifically identified as necessary for the Mount Carbon Metropolitan District to serve properties remaining the Mount Carbon Metropolitan District's service area.

20. Fossil Ridge Metropolitan Districts. The Service Plan of Fossil Ridge Metropolitan Districts No. 1, 2 and 3 ("Districts") requires that the Districts execute an agreement regarding public improvements necessary to serve development of property within them Districts' boundaries prior to the Districts issuing debt. This Development Agreement is the agreement regarding public improvements referenced in the Districts' Service Plan.

Prior to the Districts issuing debt, the Districts shall, by formal action in writing, acknowledge the existence, validity and content of this Development Agreement. Said acknowledgement by the Districts shall not relieve Owners of obligations pursuant to this Agreement. The Parties acknowledge that to the extent obligations of the Owners pursuant to this Agreement are fulfilled by the Districts such obligations shall be deemed satisfied.

21. Fee In-Lieu of School Land Dedication. The Owners have entered into an agreement ("School Agreement") with Jefferson County School District R-1 ("Schools") dated May 16, 2006. The School Agreement provides that the Owners shall pay fees in-lieu of land dedication for future needs of the Schools associated with development of the Property. Said fees in-lieu shall be in an amount equal to that required by Chapter 14.17 of the Lakewood Municipal Code. Payment shall be made to the City for each dwelling unit prior to a building permit being issued by the City for each dwelling unit. Fees in-lieu received by the City shall be conveyed to the Schools pursuant to Chapter 14.17 of the Lakewood Municipal Code.

Attached to the Original Agreement was Exhibit C-1, an agreement executed September 8, 1983, and Exhibit C-2, amendment dated November 7, 1985, (collectively "Previous School Agreement") between prior property owners in Springfield Green and the Schools for payment of fees to the Schools. The Parties intend that the terms of this Fee in-Lieu of School Land Dedication section of this Agreement replace the Previous School Agreement.

22. Notice to: Buyers. The "Notice to Buyers," attached hereto as Exhibit "E" shall be recorded in the real property records of Jefferson County with any subdivision plat of the Property. Owners agree to deliver a copy of such notice to each purchaser of lot(s) within the Property. Said Notice shall be provided to each prospective purchaser prior to entering into a contract for such purchase. Owners further agree to include in any sales agreement for lot(s) within the Property a provision requiring that said notice shall be provided to all subsequent purchasers of said lot(s) prior to subsequent purchasers entering into a contract for such purchase.

23. Compliance with Regulations. All public improvements to be constructed by the Owners shall be performed in accordance with the Engineering Regulations, Construction Specifications and Design Standards of the City. This paragraph shall not apply to any improvements subject to the exclusive jurisdiction of the Colorado Department of Transportation. The Owners shall abide by any reasonable requirements imposed by the City to control any situation arising under this Agreement in the event that no provision of the Engineering Regulations, Construction Specifications and Design Standards of the City is applicable to such situation.

Any improvements within the jurisdiction of the Colorado Department of Transportation shall be performed in accordance with all applicable rules and regulations of said Department. The Owners agree to abide by any reasonable requirements imposed by said entity to control any situation within the Department's jurisdiction to which no such rule or regulation is applicable.

24. Collateral. Collateral shall be provided to the City in the form, amount, and at such a time as required by Chapter 14.13 of the Lakewood Municipal Code, the City of Lakewood Grading Ordinance, and this Agreement to guarantee construction and installation of said public improvements and grading and erosion control measures required by the development of said Property. Collateral for all public improvements within a phase of development shall be required with the first building permit within said phase of development within the Property.

In the event that said collateral posted with the City is due to expire prior to acceptance of the public improvements, the City may utilize the collateral to complete the improvements or will require the Owners to renew the collateral, and the amount of the collateral may be revised at that time to reflect current costs.

Upon issuance of a Certificate of Acceptance, collateral in the amount of ten percent (10%) of the City's estimate of the cost of the improvements shall be provided and retained in accordance with Chapter 14.13 of the Lakewood Municipal Code.

Collateral for all grading and erosion control measures shall be retained and renewed, as necessary, until such time as the City determines that adequate vegetation has been established to prevent water and wind borne soil from leaving the site and grading and erosion control measures are no longer necessary.

25. Completion. Each phase of aforesaid public improvements shall be completed by a date to be determined by the City Engineer at the time of building permit issuance within each phase.

26. Certificate of Acceptance. Upon completion of each phase of the aforesaid public improvements, the Owners shall request in writing a Certificate of Acceptance pursuant to Chapter 14.13 of the Lakewood Municipal Code. A Certificate of Acceptance shall be issued for each phase of improvements. Owners shall remain responsible for said improvements through the warranty period as specified in Chapter 14.13 of the Lakewood Municipal Code, following issuance of a Certificate of Acceptance. The Owners' responsibility during the Warranty period shall not transfer to any subsequent property owner such as a homebuilder or homeowner,

27. Certificate of Occupancy. Certificates of Occupancy shall be issued pursuant to Chapter 14.13 of the Lakewood Municipal Code.

28. Indemnification. The Owners hereby expressly agree to indemnify and hold the City harmless for and against all claims of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of, the performance of work at the development site pursuant to this contract, which is not caused wholly through the negligence of the City, its agents, employees or representatives.

29. Effective Date. The terms of this Agreement shall become binding on all parties hereto on the recordation of this Agreement in the records of the Clerk and Recorder of Jefferson County, Colorado.

30. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provisions herein, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

31. Amendments or Modifications. The parties hereto may amend or modify this Agreement only by written instrument executed on behalf of the City by the City Manager or his designee and attested by the City Clerk, after approval of the form of the instrument by the City Attorney, and executed on behalf of the Owners by authorized representatives thereof.

32. Heirs, Successors and Assigns. The terms and conditions of this Public Improvements Agreement shall be binding upon and shall inure to the Parties and their respective heirs, successors and assigns.

33. Waiver of Appeal. Notwithstanding the provisions of the section titled Severability or any other provision of this Agreement, by executing this Agreement the Owners hereby voluntarily and freely agree to the nature and scope of the public improvements required and acknowledge and agree that they are hereby waiving their rights to all administrative appeals or to seek any Judicial relief regarding the nature and scope of the public improvements required herein or of any other terms hereof or of the validity of this Agreement

34. Designation. The Owners are independent contractors, and nothing herein contained shall constitute or designate the Owners or any of their employees or agents as agents or employees of the City.

35. Titles. Titles of paragraphs or sections of this Agreement have been included solely for convenience of the parties and are not to be considered or deemed a part of this Agreement, nor are they intended to be a full or accurate description of the contents thereof.

36. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

37. Scope. This Agreement contains the entire agreement between the parties, and no statement, promises or inducements made by any party or agent of any party that are not contained in this written contract shall be valid or binding; and this contract may not be enlarged, modified, or altered except in writing, signed by the parties and endorsed hereon.

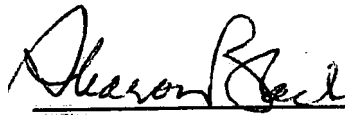
38. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this contract is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

39. Agreement. The Owners agree that the exactions and public improvements in this Agreement are roughly proportional to the need created by the development or derive from the Original Agreement obligations. The Owners freely and voluntarily, without coercion of any type, agree to the terms set forth in this Agreement.

40. Authority. The undersigned hereby acknowledge and warrant their power and authority to bind the parties to this Agreement. -

CITY OF WOOD


ATTEST:

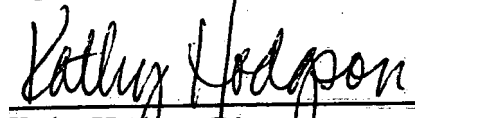

Margy Greer, City Clerk



City Manager


RECOMMENDED AND APPROVED:


Richard J. Plastino, Director
Department of Public Works


Kathy Hodson, Director
Department of Community Resources

APPROVED AS TO FORM:


Office of the City Attorney


Jay N. Hutchison, City Engineer
Department of Public Works

Development Agreement for
Springfield Green Official Development Plan
Modification No. I (Alternative)

CON Red Rocks, L.P.

By: CON Canada Development Inc.
Its: General Partner

By: [Signature]
Its: LEGISLATIVE COUNCIL SECRETARY

 SWORN BEFORE ME at the City of Victoria in the Province of
 this 11-1-k day of 5e 2006.

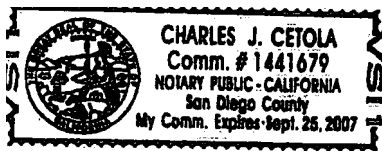
[Signature]
**Commissioner for Oaths in and for the
Province of British Columbia**
**A Notary Public in and for
the Province of British Columbia**
Address **PAMELA E. JOE
BARRISTER & SOLICITOR
PHONE: (604) 640-6363
1710 - 1177 W. HASTING ST.
VANCOUVER, B.C.
V6E 2L3**

My commission expires:
A

Development Agreement for
Springfield Omen Official Development Plan
Modification No. I (Alternative)

Teefam Colorado Land Company, L.P.

The foregoing instrument was acknowledged before me this 11 day of April,
2006, by _____.



rtJW

Notary Public

1111--oES"Nnf-/i:-

ql> s?J/rrJffl M- ?"u61

s

My commission expires: Sept. 25, 2007

Development Agreement for
Springfield Green Official Development Plan
Modification No.1 (Alternative)

C)Irina Lakewoodt Ltc ,



Tom Morton, Sr.: Vice President

The foregoing instrument was acknowledged before me this 11th day of July 2006, by Tom Morton, Sr. & Irina Lakewoodt

*State of Colorado
County of Arapahoe*

Carol Loderer
Notary Public

911 E. Nichols #100
Address
Englewood CO 80112


My commission expires: _____



Expires

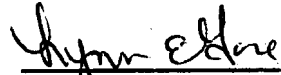
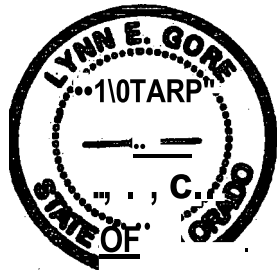
Development Agreement for
Springfield Green Official Development Plan
Modification No. 1 (Alternative)

Enerwest, Inc.



Paris Q. Reece, III, President

The foregoing ins was acknowledged before me this day of
2006, by G a::rr



Notary Public

4350 S Monaco St
Address J? v'W. Lo o-i. 7

My commission expires:

My commission expires:

Alternative formats of this document are available upon request.

EXHIBIT "1" LEGAL

DESCRIPTION FOR

**SPRINGFIELD GREEN OFFICIAL DEVELOPMENT PLAN MODIFICATION
NO. 1
(ALTERNATIVE)**

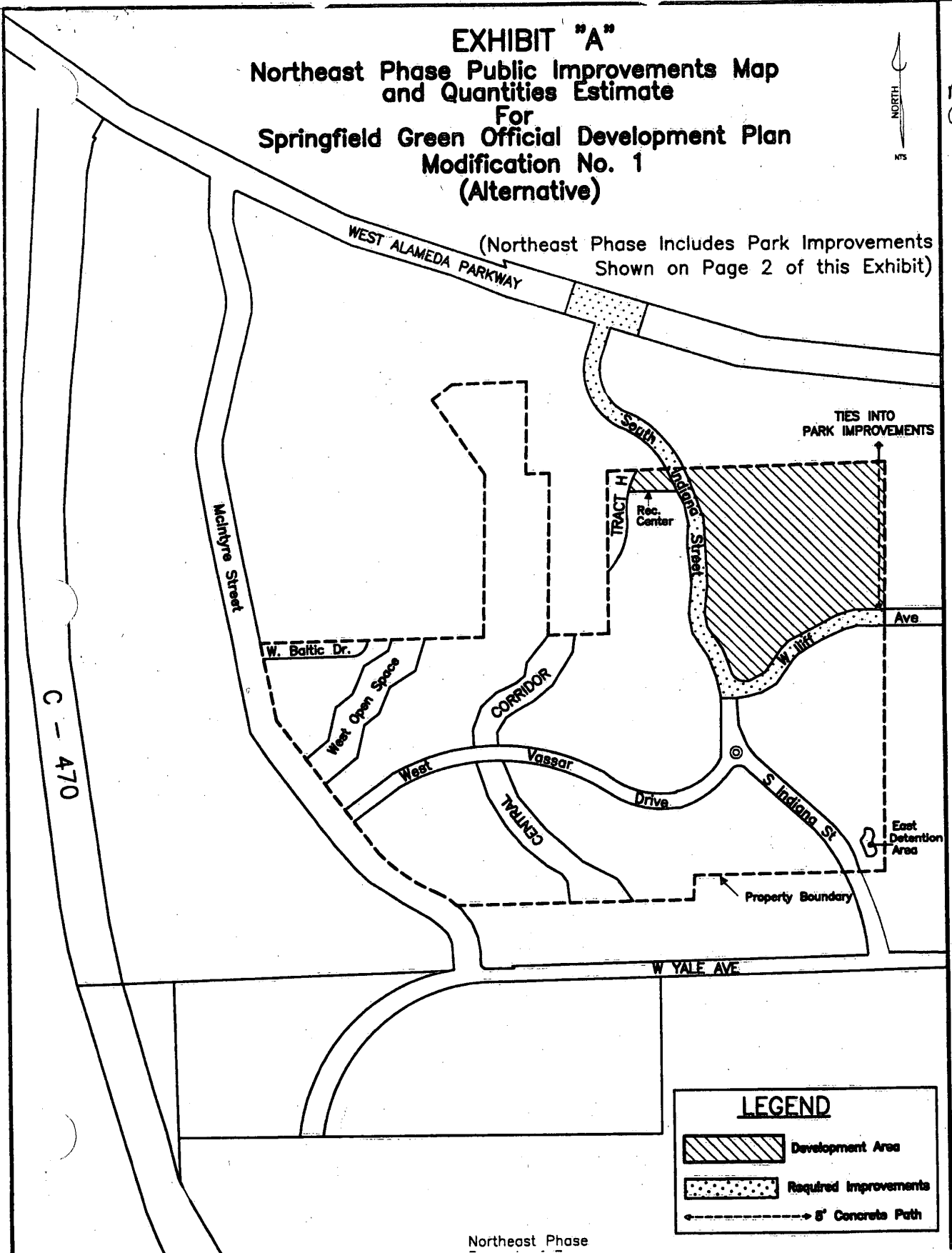
A parcel of land being all of **SPRINGFIELD GREEN**, the plat of which is recorded in Plat Book 88, Pages 40 thru 46, of the records of the Jefferson County Clerk and Recorder, **EXCEPT** Tract A, Lot 1, Block 7, and Lot 3, Block 6, said **SPRINGFIELD GREEN**, further lying ii) the Section 25, Township 4 South, Range 70 West of the 6th Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado, said parcel containing an area of 346.553 acres, more or less.

EXHIBIT "A"
Northeast Phase Public Improvements Map
and Quantities Estimate
For
Springfield Green Official Development Plan
Modification No. 1
(Alternative)



20

(Northeast Phase Includes Park Improvements
 Shown on Page 2 of this Exhibit)






TIES INTO
 PARK IMPROVEMENTS

East
 Detention
 Area

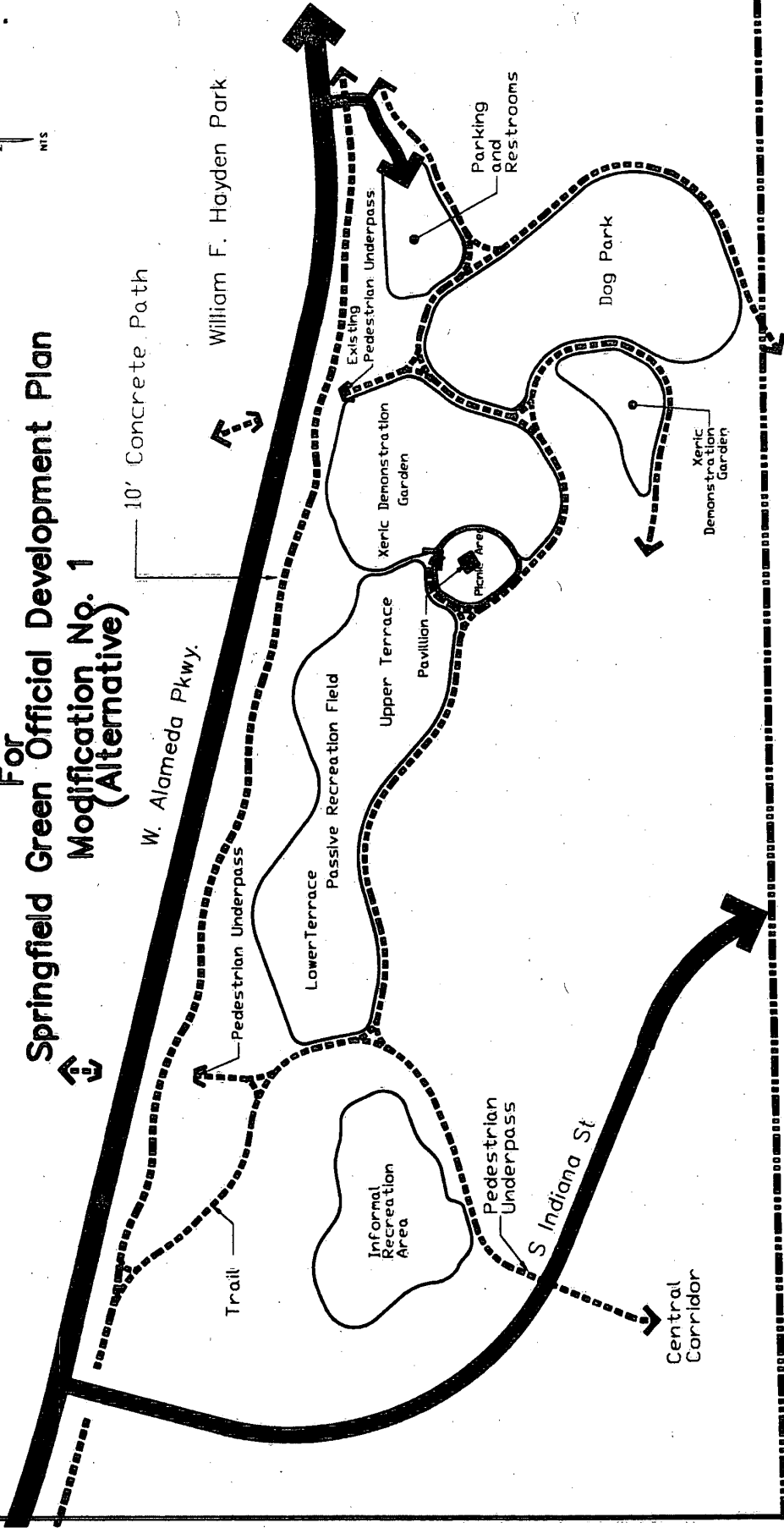
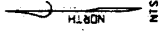
Property Boundary

LEGEND

-  Development Area
-  Required Improvements
-  5' Concrete Path

Northeast Phase

EXHIBIT "A"
Northeast Phase Public Improvements Map
and Quantities Estimate
For
Springfield Green Official Development Plan
Modification No. 1
(Alternative)



IRON SPRING PARK IMPROVEMENTS

21

EXHIBIT "A"

**NORTHEAST PHASE PUBLIC IMPROVEMENTS MAP AND
QUANTITIES ESTIMATE**

FOR

**SPRINGFIELD GREEN OFFICIAL DEVELOPMENT PLAN
MODIFICATION NO. 1
(ALTERNATIVE)**

Public improvements for Northeast Phase as described herein and shown on pages 1 and 2 of Exhibit "A" attached hereto, are to be constructed to serve any development within the Northeast development area as shown on page 1 of Exhibit "A." Traffic signal improvements shall be provided as described in Exhibit "D."

The improvements described herein are approximate. The extent, design, and nature of these improvements shall conform to final drainage report and final construction plans approved by the City of Lakewood. The improvements quantities estimate is as follows:

Alameda Parkway (at the Indiana Street intersection)

Intersection improvements will include but not be limited to: asphalt widening to create 2 lanes in each direction plus a westbound left turn lane, onto Indiana Street, and a decel lane on eastbound Alameda Parkway, median improvements, and storm sewer.

DESCRIPTION	QUANTITY	UNIT
1. Over excavation/lime stabilization	1	LS
2. Asphalt pavement	1	LS
3. Median improvements	1	LS
4. Storm sewer	1	LS
5. Lane striping	1	LS

Central Open Space Corridor North side of Alameda Parkway to the west side of Indiana Street

Central open space corridor improvements will include but not be limited to: 8' wide path and lighted grade separations at Alameda Parkway and Indiana Street.

DESCRIPTION	QUANTITY	UNIT
L 8' wide path - 6" concrete	1630	LF
2. Lighted Pedestrian Underpass	2	EA
3. Revegetation	5	ACRE

Indiana Street (Alameda Parkway to Iliff Avenue)

Construct 36' flowline to flowline asphalt pavement with 60' flowline to flowline asphalt pavement at the Alameda Parkway intersection. Install vertical (original words smudged) detached sidewalks with curb ramps, median improvements at the (original words smudged)

DESCRIPTION	QUANTITY	UNIT
L Over excavation/lime stabilization	1	LS
2. Asphalt pavement	4029	TON
3. Vertical curb and gutter	6817	LF
4. 5' wide detached sidewalk-6;' concrete	3720	
5. Curb ramp	18	EA
6. Median curb	1168	LF
7. Median treatment	1	LS
8. Street lights	14	EA
9. Lane striping	1	LS

Iloff Avenue (Indiana Street east, connecting into existing improvements)

Construct 26' flowline to flowline asphalt pavement, install vertical curb and gutter, 8' wide detached sidewalk with curb ramps and street lights. The City may require traffic calming at the Coyote Gulch trail crossing.

DESCRIPTION	QUANTITY	UNIT
1. Over excavation/lime stabilization	1	LS
2. Asphalt pavement	1214	TON
3. Vertical curb and gutter	2435	LF
4. 8' Wide detached sidewalk-6" concrete	2201	SY
5. Curb ramp	2	EA
6. Street lights	5	EA

Local Streets

Local street quantities will be determined at the time of subdivision and are not illustrated on page 1 of Exhibit "A". The local street improvements will include but not be limited to: asphalt, pavement; vertical and/or mountable curb and gutter, curb ramps, 5' wide detached sidewalk and street lights.

DESCRIPTION	QUANTITY	UNIT
1. Over excavation/lime stabilization	1	LS
2. Asphalt pavement	1	LS
3. Vertical and/or median curb and gutter	1	LS
4. 5' wide detached sidewalk - 6" concrete	1	LS
5. Curb ramp	1	LS
6. Street lights	1	LS

) **East Trail Improvements**

Construct 8' wide concrete path from Iliff Avenue to Alameda Parkway.

DESCRIPTION	<u>QUANTITY</u>	<u>UNIT</u>
1. 8' wide path-6" concrete	1680	LF
2. Revegetation	1	ACRE
3. 20' Easement	33600	SF

Iron Spring Park Improvements

Iron Spring Park improvements will include but not be limited to: paved parking lot, restrooms, water tap, picnic pavilion, fenced dog-off-leash area, overlot grading, trail connections, landscaping, tables, and benches. Certificates of Occupancy for no more than 50 buildings shall be issued prior to completion and City acceptance of all Iron Spring Park Improvements.

DESCRIPTION	<u>QUANTITY</u>	<u>UNIT</u>
1. Parking lot	50	Spaces
2. Restrooms	1	LS
3. ¾" (minimum) water tap	1	LS
4. Picnic pavilion	1000	SF
5. Fenced dog off-leash-area	2-3	ACRE
6. Overlot grading -	1	LS
7. Trails	2420	LF
8. Landscaping	10	ACRE
9. Tables	1	LS
10. Benches	1	LS

Stormwater Improvements

Stormwater collection and conveyance necessary to serve the Northeast Phase and convey water to the east detention facility. These improvements will include but not be limited to: storm sewer pipe, inlets and east detention facilities.

DESCRIPTION	QUANTITY	<u>UNIT</u>
1. Storm sewer pipe	1	LS
2. Inlets	1	LS
3. East detention facilities including Landscaping	1	LS

EXHIBIT "B"

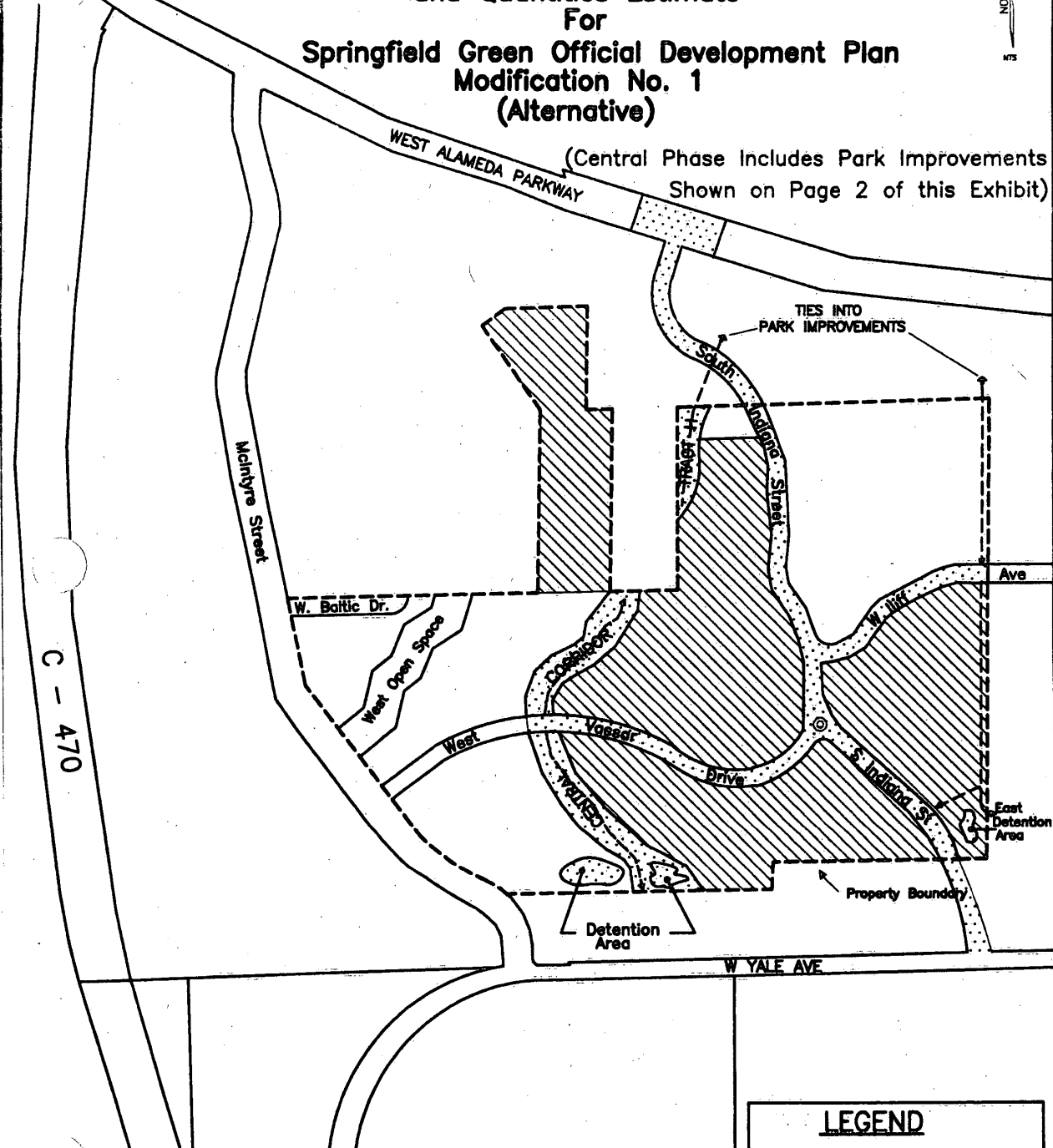
Central Phase Public Improvements Map and Quantities Estimate

For Springfield Green Official Development Plan Modification No. 1 (Alternative)



27

(Central Phase Includes Park Improvements
Shown on Page 2 of this Exhibit)

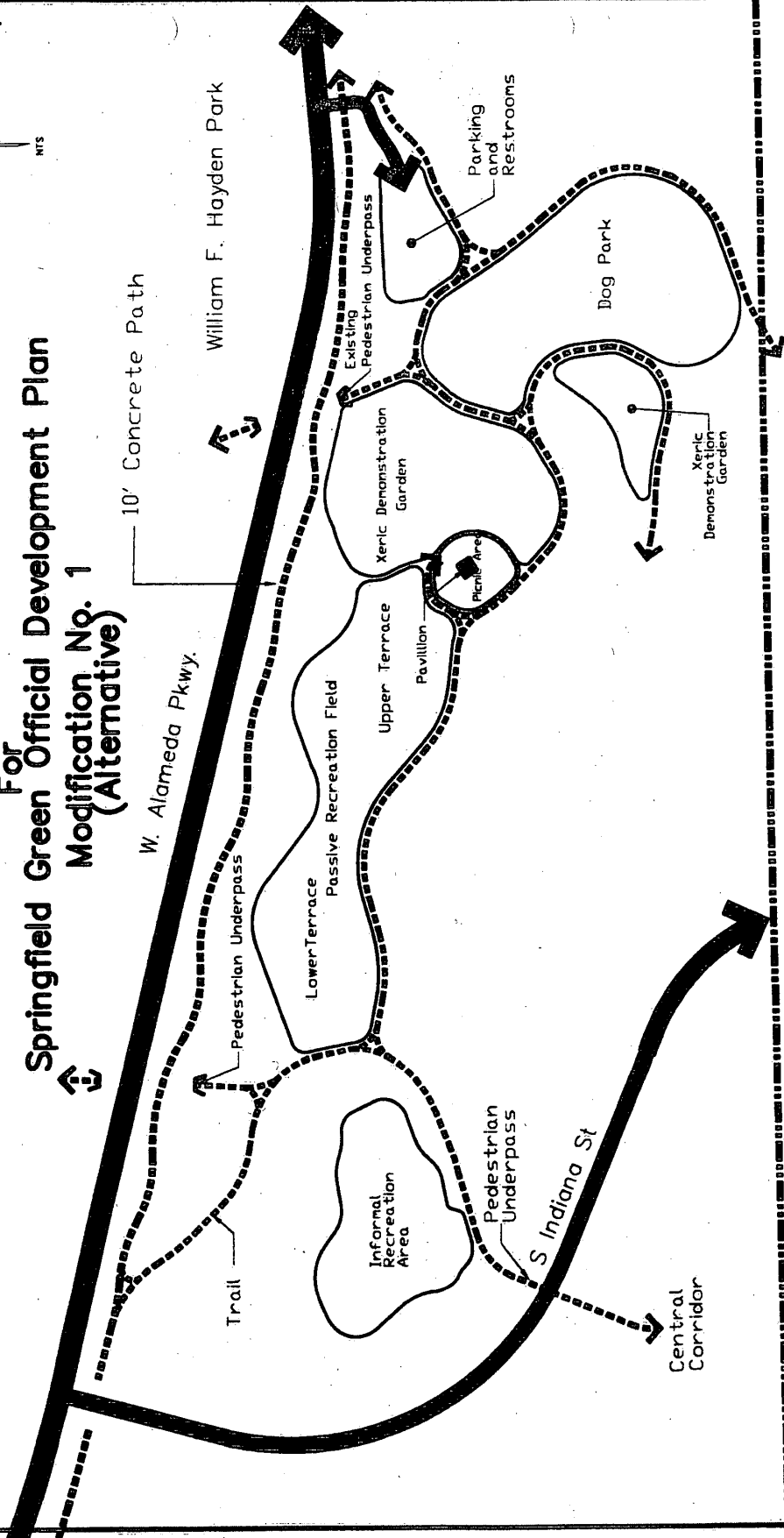
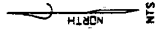


C - 470

LEGEND

	Development Area
	Required Improvements
	8' Concrete Path

EXHIBIT "B"
Central Phase Public Improvements Map
and Quantities Estimate
For
Springfield Green Official Development Plan
Modification No. 1
(Alternative)



IRON SPRING PARK IMPROVEMENTS

28

EXHIBIT "B;"

**CENTRAL PHASE PUBLIC IMPROVEMENTS MAP
AND QUANTITIES ESTIMATE**

FOR

**SPRINGFIELD GREEN OFFICIAL DEVELOPMENT PLAN
MODIFICATION NO. 1
(ALTERNATIVE)**

Public improvements, for the Central Phase as described herein and shown on pages 1 and 2 of Exhibit "B" attached hereto, are to be constructed to serve any development within the Central development area as shown on page 1 of Exhibit "B." Traffic signal improvements shall be provided as described in Exhibit "D"

The improvements described herein are approximate. The extent, design, and nature of these improvements shall conform to final drainage report and final construction plan approved by the City of Lakewood. The improvements quantities estimate is as follows:

Alameda Parkway (at the Indiana Street intersection)

Intersection improvements will include but not be limited to: asphalt widening to create 2 lanes in each direction plus a westbound left turn lane onto Indiana Street and decel lane on eastbound Alameda Parkway. median improvements. and storm sewer.

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>
1. Over excavation/lime stabilization	1	LS
2. Asphalt pavement	1	LS
3. Median Improvements	1	LS
4. Storm sewer	1	LS
5. Lane striping	1	LS

Central Phase

Indiana Street (Alameda Parkway to Yale Avenue)

Construct 36' flowline to flowline asphalt pavement with 60' flowline to flowline asphalt pavement at the Alameda intersection and 44' flowline to flowline at the Yale Avenue intersection. Install vertical curb and gutter, 8' wide detached sidewalk with curb ramps from Iliff Avenue to Yale Avenue, 5' Wide detached sidewalk with curb ramps from Alameda Parkway to Iliff Avenue, median improvements at the Alameda Parkway/Indiana Street intersection, and street lights.

DESCRIPTION	QUANTITY	UNIT:
1. Over excavation/lime stabilization	1	LS
2. Asphalt pavement	7564	TON
3. Vertical curb and gutter	10787	LF.
4. 8' wide detached sidewalk"" 6" concrete	3502	SY
5. 5' wide detached sidewalk-6(' concrete	3720	SY
6. Curb ramp	26	EA
7. Median curb	1168	LF
8. Median treatment	1	LS
9. Street lights	24	EA
10. Lane striping	1	LS

Iliff Avenue (Indiana Street east. connecting into existing improvements)

Construct 26' flowline to flowline asphalt pavement, install vertical curb and gutter, 8' wide detached sidewalk with curb tamps and street lights. The City may require traffic calming at the Coyote Gulch trail crossing.

DESCRIPTION	QUANTITY	UNIT
1. Over excavation/lime stabilization	1	LS
2. Asphalt pavement	1214	TON
3. Vertical curb and gutter	2435	LF
4. 8' wide detached sidewalk - 6" concrete	2201	SY
5. Curb ramp	4	EA
6. Street lights	5	EA

West Vassar Drive (Indiana to the west side of the central open space corridor)

Construct 36' flowline to flowline asphalt pavement with round about at Indiana Street. Install vertical curb and gutter, 8' wide detached sidewalk with curb ramps, street lights and round about treatment.

DESCRIPTION	QUANTITY	UNIT
1. Over excavation/lime stabilization	1	LS
2. Asphalt pavement	5433	TON
3. Vertical curb and gutter	5794	LF
4. 8' wide detached sidewalk- 6" concrete	5983	SY
5. Curb ramp	16	EA
6. Median curb	122	LF
7. Round about treatment	1	LS
8. Street lights	14	EA
9. Lane striping	1	LS

Local Streets

Local street quantities will be determined at the time of subdivision and are not illustrated on page 1 of Exhibit "B". the local street improvements will include but not be limited to: asphalt pavement, vertical and/or mountable curb and gutter, curb ramps, 5' wide detached sidewalk and street lights.

DESCRIPTION	QUANTITY	UNIT
1. Over excavation/lime stabilization	1	LS
2. Asphalt pavement	1	LS
3. Vertical and/or median curb and gutter	1	LS
4. 5' wide detached sidewalk ..., 6" concrete	1	LS
5. Curb ramp	1	LS
6. Street lights	1	LS

East Trail Improvements

Construct 8' wide concrete path from Alameda Parkway to Indiana Street.

DESCRIPTION	<u>QUANTITY</u>	<u>UNIT</u>
1. 8' wide path - 6" concrete	2920	LF
2. Revegetation	1.5	ACRE
3. 20' Easement	58400	SF'

Iron Spring Park Improvements

Iron Spring Park improvements will include but not be limited to: paved parking lot, restrooms, water tap, picnic pavilion, fenced dog-off-leash area, overlot grading, trail connections, dry landscaping, tables, and benches. Certificates of Occupancy for no more than 50 buildings shall be issued prior to completion and City acceptance of all Iron Spring Parle Improvements.

DESCRIPTION	<u>QUANTITY.</u>	<u>UNITS</u>
1. Parking lot	50	Spaces
2. Restrooms	1	LS ¹
3. ¾" (minimum) water tap	1	LS
4. Picnic pavilion	1000	Sr-
5. Fenced dog off-leash-area	2-3	ACRE
6. Overlot grading	1	LS
7. Trails	2420	LF
8. Landscaping	10	ACRE
9. Tables	1	LS
10. Benches	1	LS

Central Open Space Corridor

Central open space corridor improvements from north side of Alameda Parkway to the south property line of the Property will include but not be limited to: 8' wide path and two lighted grade separations at Alameda Parkway and Indiana Street.

DESCRIPTION	QUANTITY	UNIT
1. 8' wide path-6" concrete	4660	LF
2. Lighted pedestrian underpass	2	EA
3. Street crossing at W. Vassar Dr.	1	LS
4. Revegetation	18	ACRE

Stormwater Improvements

Stormwater collection and conveyance necessary to serve the Central Phase and convey water to the east and south detention facilities. These improvements will include but not be limited to: storm sewer pipe, inlets, east and south detention facilities.

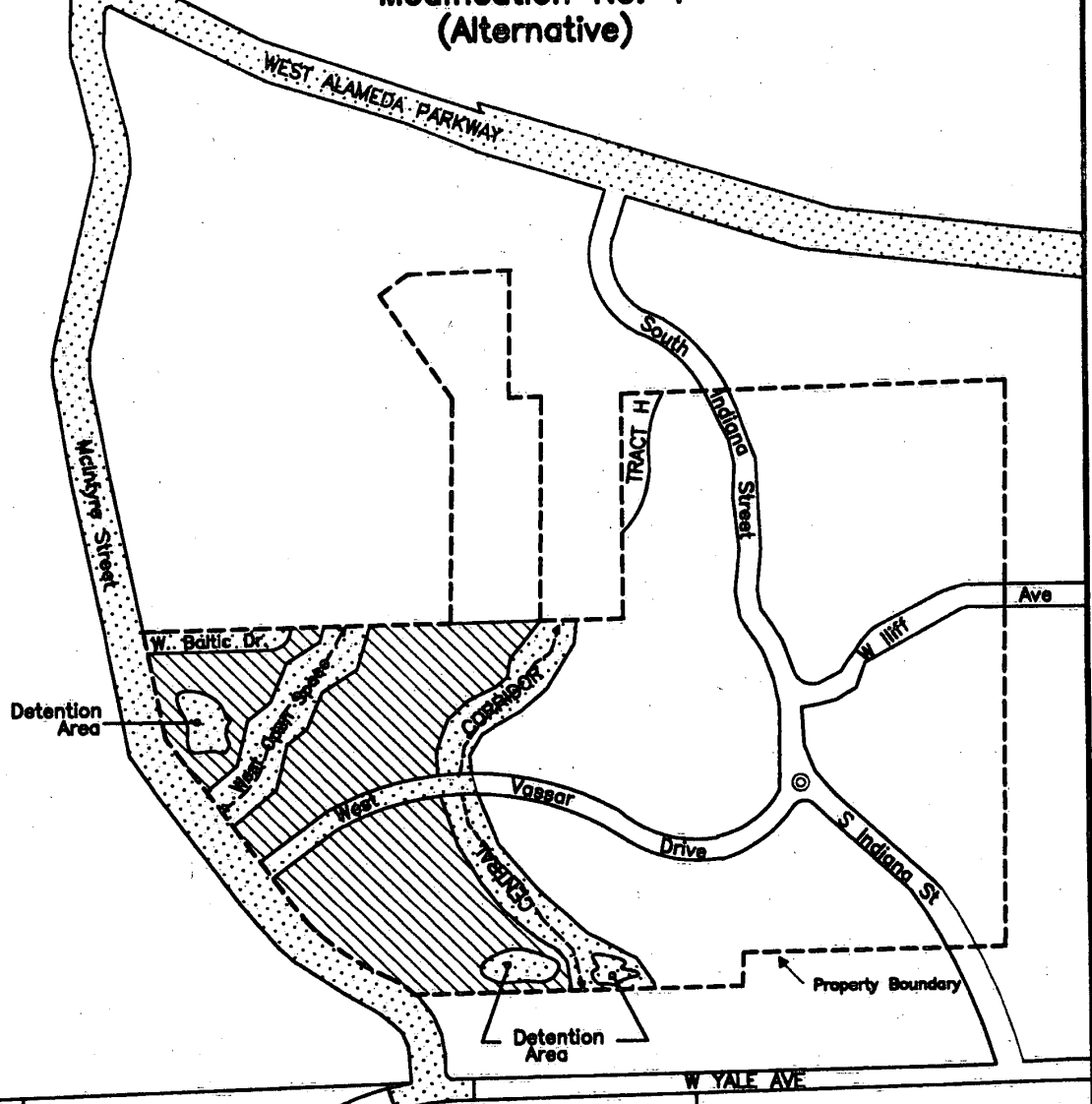
DESCRIPTION	QUANTITY	UNITS
1. Storm sewer pipe	1	LS
2. Inlets	1	LS
3. East detention facilities including Landscaping	1	LS
4. South detention facilities including landscaping	1	LS

EXHIBIT "C"
Southwest Phase Public Improvements Map
and Quantities Estimate
For
Springfield Green Official Development Plan
Modification No. 1
(Alternative)



34

C - 470



LEGEND

	Development Area
	Required Improvements
	8' Concrete Path

EXHIBIT "C"

**SOUTHWEST PHASE PUBLIC IMPROVEMENTS MAP
AND QUANTITIES ESTIMATE**

FOR

**SPRINGFIELD GREEN OFFICIAL DEVELOPMENT PLAN
MODIFICATION NO. 1
(ALTERNATIVE)**

Public improvements for the Central Phase as described herein and shown on page 1 of Exhibit "C" attached hereto, are to be constructed to serve any development within the Southwest development area as shown on page 1 of Exhibit "C." Traffic signal improvements shall be provided as described in Exhibit "D."

The improvements described herein are approximate. The extent, design, and nature of these improvements shall conform to final drainage report and final construction plans approved by the City of Lakewood. The improvements quantities estimate is as follows:

South McIntyre Street (Yale Avenue to Alameda Parkway)

Construct the full-width of South McIntyre Street from Yale Avenue to Alameda Parkway: These improvements will include but not be limited to: Six through lanes of asphalt pavement, auxiliary lanes, center median, vertical curb and gutter, 8' wide detached sidewalks with curb tamps, street lights and lane striping.

DESCRIPTION	QUANTITY	<u>UNIT</u>
1. Over excavation/lime stabilization	1	LS
2. Asphalt pavement	18905	TON
3. Vertical curb and gutter	6502	LF
4. 8' wide detached bikepath - 6" concrete	5844	SY
5. 5' wide detached bikepath - 6" concrete	3634	SY
6. Curb ramps	"6	EA
7. Street lights	26	EA
8. Lane striping	1	LS
9. Median treatment	1	LS
10. Median curb	13192	LP

Alameda Parkway

Alameda Parkway improvements Will include but not be limited to: asphalt widening including an additional lane each way from Bear Creek Boulevard to McIntyre Street, median improvements, traffic signal and storm sewer. The Owners shall extend each additional lane to C-470 when the C-470/Alameda Parkway interchange is built.

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>
1. Over excavation/lime stabilization	1	LS
2. Asphalt pavement	1	LS
3. Median improvements	1	LS
4. Storm sewer	1	LS
5. Lane striping	1	LS

West Yale Avenue (McIntyre Street intersection and property frontage of Springfield Green Subdivision)

CoJ1Struct 27' of asphalt pavement with 36' flowline to flowline at the intersection, vertical curb and gutter on the north, 1/2 of the median and 8' wide detached sidewalk with curb ramps and street lights on the north.

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>
1. Over excavation/lime stabilization	1	LS
2. Asphalt pavement	4198	TON
3. Vertical curb and gutter	3144	LF
4. 8' wide detached sidewalk - 6" concrete	2795	SY
5. Curb ramp	4	EA
6. Median curb	3144	LF
7. Street lights	13	EA

Southwest Phase

West Vassar Drive (McIntyre Street to the east side of the central open space corridor)

Construct 36' flowline to flowline asphalt pavement, vertical curb and gutter, 8' wide detached sidewalks with curb ramps and street lights.

DESCRIPTION	QUANTITY	UNIT
1. Over excavation/lime stabilization	1	LS
2. Asphalt pavement	1919	TON
3. Vertical curb and gutter	2381	LF
4. 8' wide detached sidewalk- 6" concrete	2130	SY
5. Curb ramp	8	EA
6. Street lights	5	EA

West Baltic Drive (McIntyre east to Lot 3 Block 6 Springfield Green Subdivision)

Construct 36' flowline to flowline asphalt pavement, vertical curb and gutter and 5' wide detached sidewalk with curb ramps.

DESCRIPTION	QUANTITY	UNIT.
1. Over excavation/lime stabilization	1	LS
2. Asphalt pavement	832	TON
3. Vertical curb and gutter	1260	LF
4. 5' wide detached sidewalk - 6" concrete	700	SY
5. Curb ramp	2	EA

Public Street System Second Connection

A second connection to the public street system will be required. Options include: 1) Vassar Drive to Indiana Street to either Alameda Parkway or Yale Avenue, and 2) Yale Avenue to Indiana Street.

Local Streets

Local street quantities will be determined at the time of subdivision and are not illustrated on page one of Exhibit "C". The local street improvements will include but not be limited to: asphalt pavement, vertical and/or mountable curb and gutter, curb ramps, 5' wide detached sidewalk and street lights..

Description	<u>QUANTITY</u>	<u>UNITS</u>
1. Over excavation/lime stabilization	1	LS
2. Asphalt pavement	1	LS
3. Vertical and/or median curb and gutter	1	LS
4. 5' wide detached sidewalk- 6" concrete	1	LS
5. Curb ramp'	1	LS
6. Street lights	1	ts

Central Open Space Corridor

Central corridor open space corridor improvements from the south property line of the Property to the south property line of the "Excluded" property shown on page 1 of this Exhibit will include but not be limited to: 8' wide path.

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>
1. 8' wide path ;.., 6" concrete	3030	LF
2. Street crossing at W.Vassar Dr;	1	LS
3. Revegetation	13	ACRE

Stormwater Improvements

Stormwater collection and conveyance necessary to serve the Southwest Phase and convey water to the west and south detention facilities. These improvements Will include but not be limited to: storm sewer pipe, inlets, west and south detention facilities.

DESCRIPTION	QUANTITY	<u>UNIT</u>
1. Storm sewer pipe	1	LS
2. Inlets	1	LS
3. West detention facilities including Landscaping	1	LS
4. South detention facilities including Landscaping	1	LS

West Open Space Corridor Trail

West Corridor Trail improvements will include but not be limited to: 8' wide path and lighted grade separation

DESCRIPTION	QUANTITY	<u>UNIT</u>
1. 8' wide path ""- 6" concrete	1319	LF
2. Lighted pedestrian underpass at McIntyre Street	1	LS
3. Revegetation	6	ACRE

EXHIBIT "D"
For Springfield Green Official Development Plan
Modification No. 1
(Alternative)

Traffic Signal Requirements

A. Traffic Signal Design

the Owners shall provide traffic signal plans for approval by the City's Traffic Engineer and, where applicable, the Colorado Department of Transportation for the following locations:

1. Indiana Street and Alameda Parkway
2. Indiana Street and Yale Avenue
3. Indiana Street and Morrison Road
4. McIntyre Street and Alameda Parkway
5. McIntyre Street and **Red Rocks** Business Drive
6. McIntyre Street and Vassar Drive
7. McIntyre Street and Yale Avenue

Traffic signal plans shall include all phases of construction where necessary to accommodate phased street construction. Plans shall be submitted, reviewed and approved with construction plans for the first street that will be served by each signal. The Indiana/Morrison intersection already exists. Plans for the Indiana/Morrison signal shall be submitted, reviewed and approved with the street construction plans for the Indiana connection to Yale Avenue.

B. Collateral Requirements

Collateral shall be provided in the form required by Chapter 14.13 of the Lakewood Municipal Code. The Owners shall provide collateral for the Owner's share of the cost of each traffic signal at the time collateral is required for the second street that will be served by each signal. Collateral for the Indiana/Morrison signal shall be provided prior to construction of the Indiana connection to Yale Avenue.

Collateral provided for each signal shall be released by the City at the time the City receives payment of the amount required from the Owners for construction of each signal pursuant to the following section.

C. Traffic Signal Construction

The Owners shall, at no cost to the City, construct all subsurface traffic signal and appurtenances at the time of street construction for the following locations:

1. Indiana and Alameda Parkway
2. Indiana Street and Yale Avenue

3. McIntyre Street and Alameda Parkway
4. McIntyre Street and Red Rocks Business Drive
5. McIntyre Street and Vassar Drive
6. McIntyre Street and Yale Avenue

the City shall construct traffic signal improvements except for those improvements to be constructed by Owners as listed above. No traffic signal shall become operational prior to the signal location meeting City and, where applicable, Colorado Department of Transportation traffic signal warrants unless approved by the City traffic Engineer or Colorado Department of Transportation.

The Owners shall notify the City in writing a minimum of one hundred sixty (160) days prior to the desired time of installation/modification of the traffic signal in order to allow the City to coordinate the traffic signal improvements. When the City Traffic Engineer approves installation of each signal, whether such installation is requested by the Owners or not, the City shall notify the Owners in writing of the exact amount required from the Owners for the traffic signal improvements. The Owners shall then make payment to the City in cash for the required amount within sixty (60) days of receipt of such letter. The City will not commence traffic signal improvements until the Owners has paid to the City the total amount determined by the City's Traffic Engineer to be the Owner's cost of improvements.

At locations where traffic signal construction is phased to accommodate street construction, the process described in the preceding two paragraphs shall apply to each phase.

D. Cost Responsibilities

Costs for traffic signal construction shall be shared with others. The Owner's cost responsibility for construction performed by the City at each traffic signal location shall be as follows:

1. Indiana Street and Alameda **Parkway** - 100%
2. Indiana Street and Yale Avenue - 100% less \$41,500 (\$41,500 was previously provided to the City pursuant to the Subdivision Development Agreement for Tamarisk Filing No. 1 dated November 20, 1997)
3. Indiana Street and Morrison Road - 100% less \$82,500 (\$82,500 was previously provided to the City pursuant to the Subdivision Development Agreement for Tamarisk Filing No. 1 dated November 20, 1997)
4. McIntyre Street and Alameda Parkway - 100%
5. McIntyre Street and Red Rocks Business Drive -- 50% (the remaining 50% shall be provided by future development of land adjacent to the signal that is not part of the property subject to this Agreement)
6. McIntyre Street and Vassar Drive - 100%
7. McIntyre Street and Yale Avenue - 50% (the remaining 50% shall be provided by future development of land adjacent to the signal that is not part of the property subject to this Agreement)

EXHIBIT "E"
For Springfield Green Official Development Plan
Modification No. 1
(Alternative)

Notice To Buyers in the
Springfield Green Subdivision and future
Subdivision thereof

Prepared in 2006

1. Robinson Brick Company or its successor currently has an active clay mine in the northwest portion of the Springfield Green Subdivision on Block 6, Lot 3. It is **unknown** how long mining activity will continue. As of 2006, Robinson accesses its mine directly from Alameda Avenue. Future mining access could be via McIntyre Boulevard and Baltic Avenue or other public streets.
2. Bandimere Speedway is located just west of C-470 between Alameda Parkway and Morrison Road. Bandimere Speedway hosts drag racing events which generate intermittent noise audible throughout the Rooney Valley including Springfield Green. Facilities west of C-470 between Alameda and J, 70 include the Rooney Valley Law Enforcement Training Facility, a shooting range for law enforcement agencies, and Thunder Valley Sportcycle Park, a motocross track.
3. The Mount Carbon Metropolitan District has completed bankruptcy proceedings. The court order concluding the bankruptcy requires that properties in the Springfield Green Subdivision and future subdivision thereof, pay **an** ad valorem property tax of 20 mills for the purpose of retiring outstanding debt. This tax will continue to be collected through approximately 2044 unless the debt is retired earlier.
4. The Springfield Green Subdivision and future subdivisions thereof are within the boundaries of the Fossil Ridge Metropolitan Districts and subject to assessment by the Fossil Ridge Metropolitan Districts.