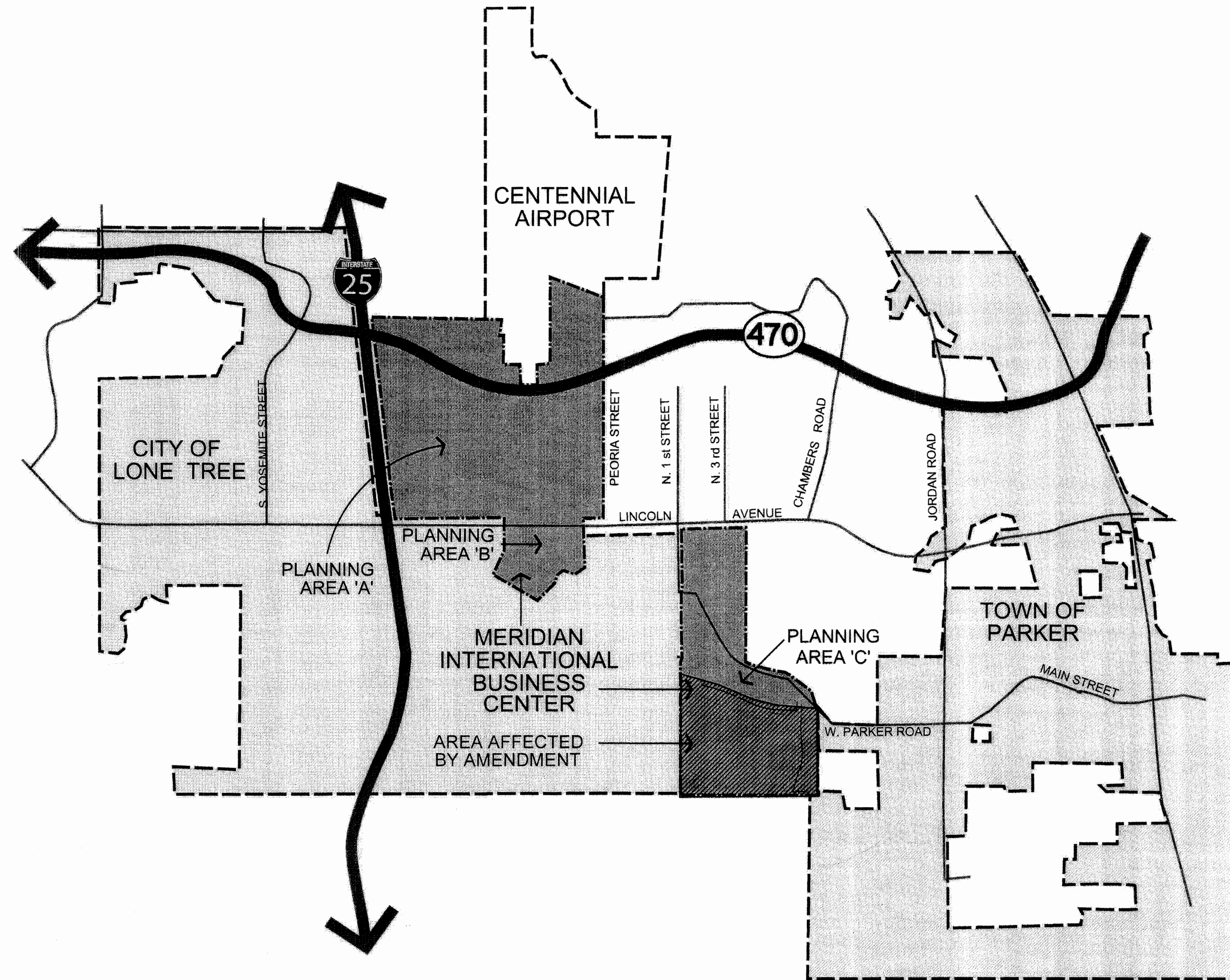


MERIDIAN INTERNATIONAL BUSINESS CENTER PLANNED DEVELOPMENT (PD) 14th AMENDMENT

A MAJOR AMENDMENT TO AMEND THE BOUNDARIES AND LOCATIONS OF PLANNING AREAS P9, P10, OS C.7, OS C.16, ELIMINATE PLANNING AREA OS C.14 AND OS C.17, MODIFY THE DEPICTION OF 100-YEAR FLOODPLAIN BOUNDARY, MODIFY STREET ACCESS LOCATIONS, AND MODIFY PARKS COMMITMENTS, PLANNING AREA C, 2,349 ACRES, PROJECT NO. ZR2013-011.



CLERK AND RECORDER CERTIFICATION

State of Colorado, County of Douglas

I hereby certify that this Plan was filed in my office this 24th day of September, 2013, A.D. at 1:05 o'clock a.m.(p.m) and was recorded per Reception No. 2013078449

Andreea Mardari
 Douglas County Clerk and Recorder **DEPUTY**

LEGAL DESCRIPTION

Refer to Sheets 10 and 11 of the Amended and Restated Development Plan and Guide for Meridian International Business Center.

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COUNTY CERTIFICATION

This Major Amendment to the MIBC Planned Development amending the boundaries and locations of Planning Areas P9, P10, OS C.7, OS C.16, eliminating Planning Area OS C.14 and OS C.17, modifying the depiction of 100-year floodplain boundary, modifying street access locations, and modifying parks commitments within Planning Area C as depicted hereon pursuant to Section A(3) has been approved by Board Motion No. M-013-001, on September 10, 2013.

This Amendment No. ZR2013-011 affects only Planning Areas P9, P10, OS C.7, OS C.8, OS C.14, OS C.16, OS C.17, parks commitments, street access locations, and depicted floodplain, as described in File No. ZR2013-011.




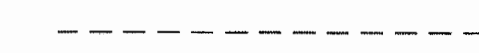





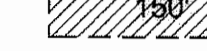



Jack Arrowsmith 9/24/13
 Chair, Board of County Commissioners Date
Andreea Mardari 9/24/2013
 Director of Community Development Date

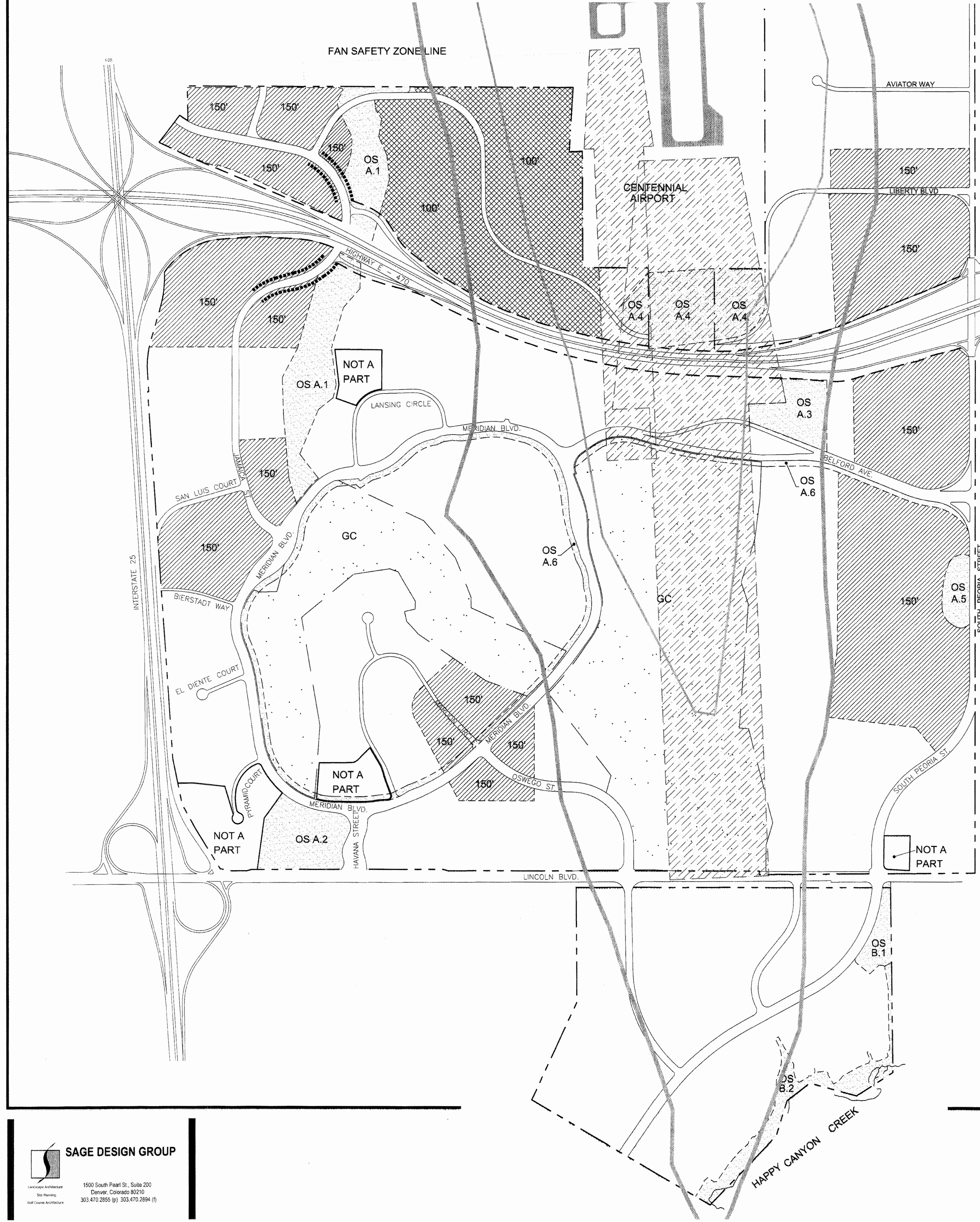
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PLANNING AREA "A" AND "B"

LEGEND

-  PD BOUNDARY (WHERE NOT COINCIDENT WITH PERIPHERAL BOUNDARY)
-  PERIPHERAL BOUNDARY
-  PORTION OF PERIPHERAL BOUNDARY SUBJECT TO AIRPORT EXCEPTION (I.E. DOES NOT APPLY)
-  HEIGHT LIMIT BOUNDARY
-  ACCESS LIMITATIONS
-  FAN SAFETY ZONE
-  NOISE SENSITIVE ZONE
-  NOISE MITIGATION ZONE
-  100' BUILDING HEIGHT (REFER TO SECTION G: DEVELOPMENT STANDARDS FOR AREAS NOT IN 100' OR 150' BUILDING HEIGHT LIMITATIONS)
-  150' BUILDING HEIGHT (REFER TO SECTION G: DEVELOPMENT STANDARDS FOR AREAS NOT IN 100' OR 150' BUILDING HEIGHT LIMITATIONS)
-  OPEN SPACE
-  GOLF COURSE AREA
-  RUNWAY SAFETY ZONES



MERIDIAN INTERNATIONAL BUSINESS CENTER PLANNED DEVELOPMENT (PD) 14th AMENDMENT

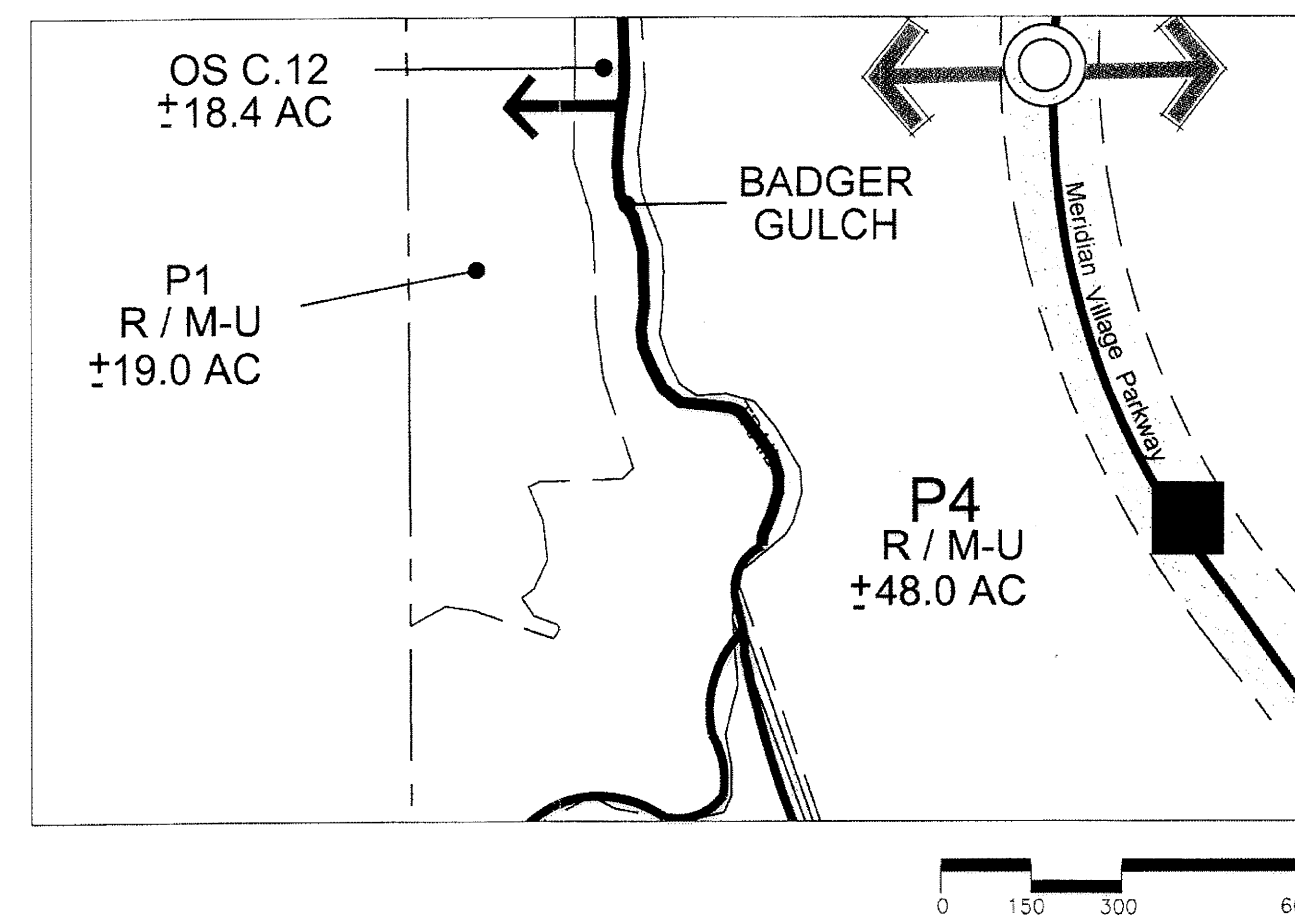
A MAJOR AMENDMENT TO AMEND THE BOUNDARIES AND LOCATIONS OF PLANNING AREAS P9, P10, OS C.7, OS C.16, ELIMINATE PLANNING AREA OS C.14 AND OS C.17, MODIFY THE DEPICTION OF 100-YEAR FLOODPLAIN BOUNDARY, MODIFY STREET ACCESS LOCATIONS, AND MODIFY PARKS COMMITMENTS, PLANNING AREA C, 2,349 ACRES, PROJECT NO. ZR2013-011.

PLANNING AREA "C" CONCEPTUAL PLAN LEGEND

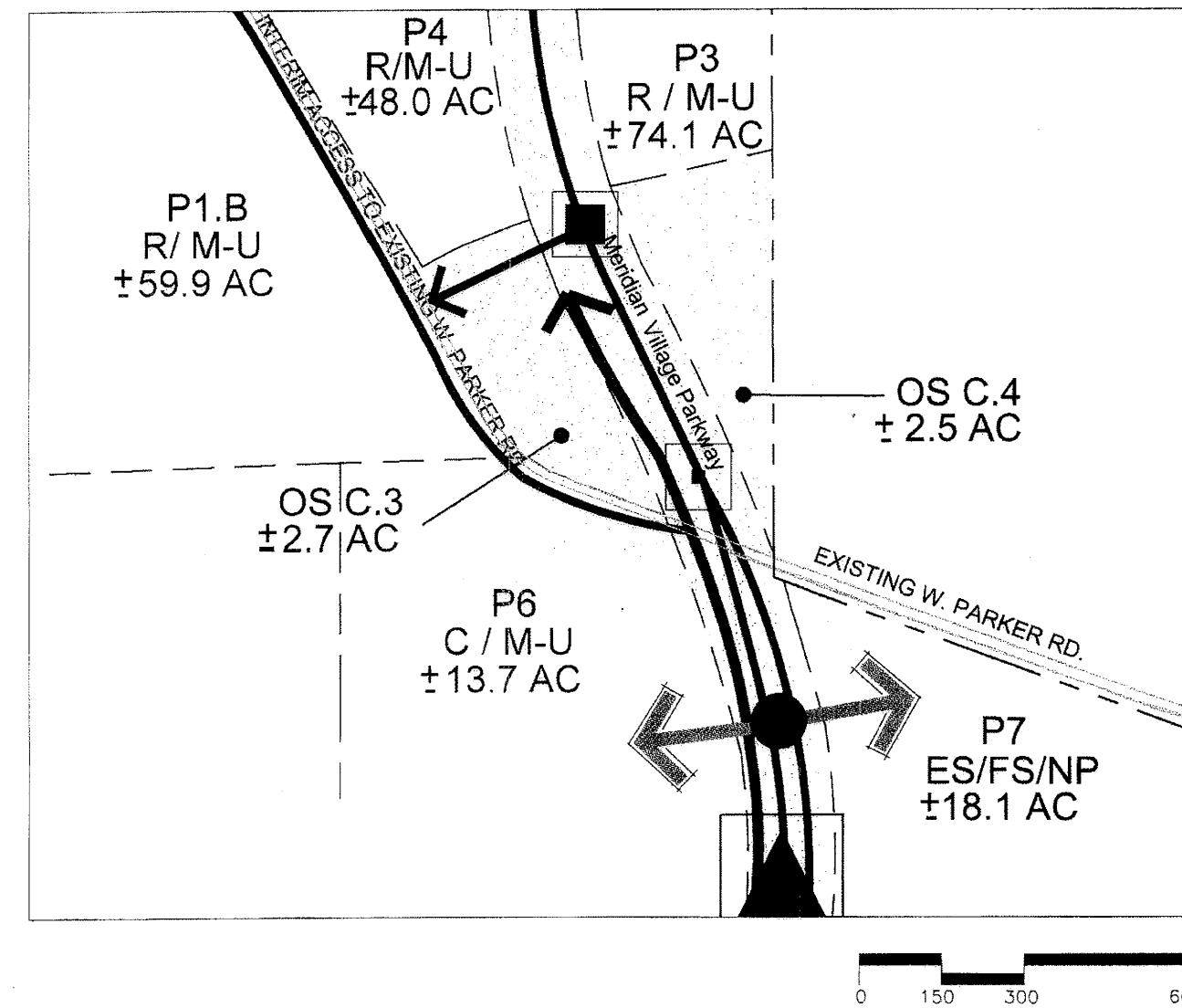
- PERIPHERAL BOUNDARY
- PARCEL BOUNDARY
- COMMERCIAL / MIXED USE
- RESIDENTIAL / MIXED USE
- ELEMENTARY SCHOOL / FIRE STATION / NEIGHBORHOOD PARK
- OPEN SPACE
- FLOOD PLAIN
- MAJOR ACCESS POINTS
- GRADE-SEPARATED TRAIL CROSSING
- ROUNDABOUT
- SIGNALIZED INTERSECTION
- FULL MOVEMENT, UNSIGNALIZED
- 3/4 MOVEMENT
- RIGHT IN RIGHT OUT
- OPTICOM EMERGENCY SIGNAL
- PATH/TRAIL
- FUTURE COUNTY REGIONAL TRAIL, SEE NOTE 4
- POTENTIAL ROAD LOCATION
- PARCEL #**
PARCEL AREA USE
APPROX. ± GROSS ACREAGE

- Notes:
- (1) The boundaries and sizes of the parcel areas shown in this plan may be adjusted to reflect actual development needs at the time of platting insofar as the allowable uses, densities and general planning concepts are maintained, inclusive of specially designated open space and setback areas.
 - (2) At the time of platting, design consideration shall be given to the westerly edge of P1.A, P1.B, and P4, and the northerly and easterly edges of P3 and the northerly 500' of P9's westerly boundary through techniques such as landscaping, lot orientation, and setbacks to assure a visually softened edge. Refer to Exhibit C.12 on Sheet 5 of the Supplemental Exhibits for a conceptual illustration of the softened edge condition.
 - (3) The area along the southern boundary of P8 shall remain as a 100' setback from the north side of the East Mainstreet corridor to allow for connectivity to the park in P7. No development shall occur within this 100' setback area, except for parcel access roadways and utilities.
 - (4) The areas depicted as trail/path along P1.B and P9 are notated for graphic purposes only. Actual location of the trail for P1.B and P9 are in OSC.13 and OSC.16 respectively.
 - (5) The area represented in P9 is approximately 270.1 acres which includes a minimum of 68.0 acres of open space.

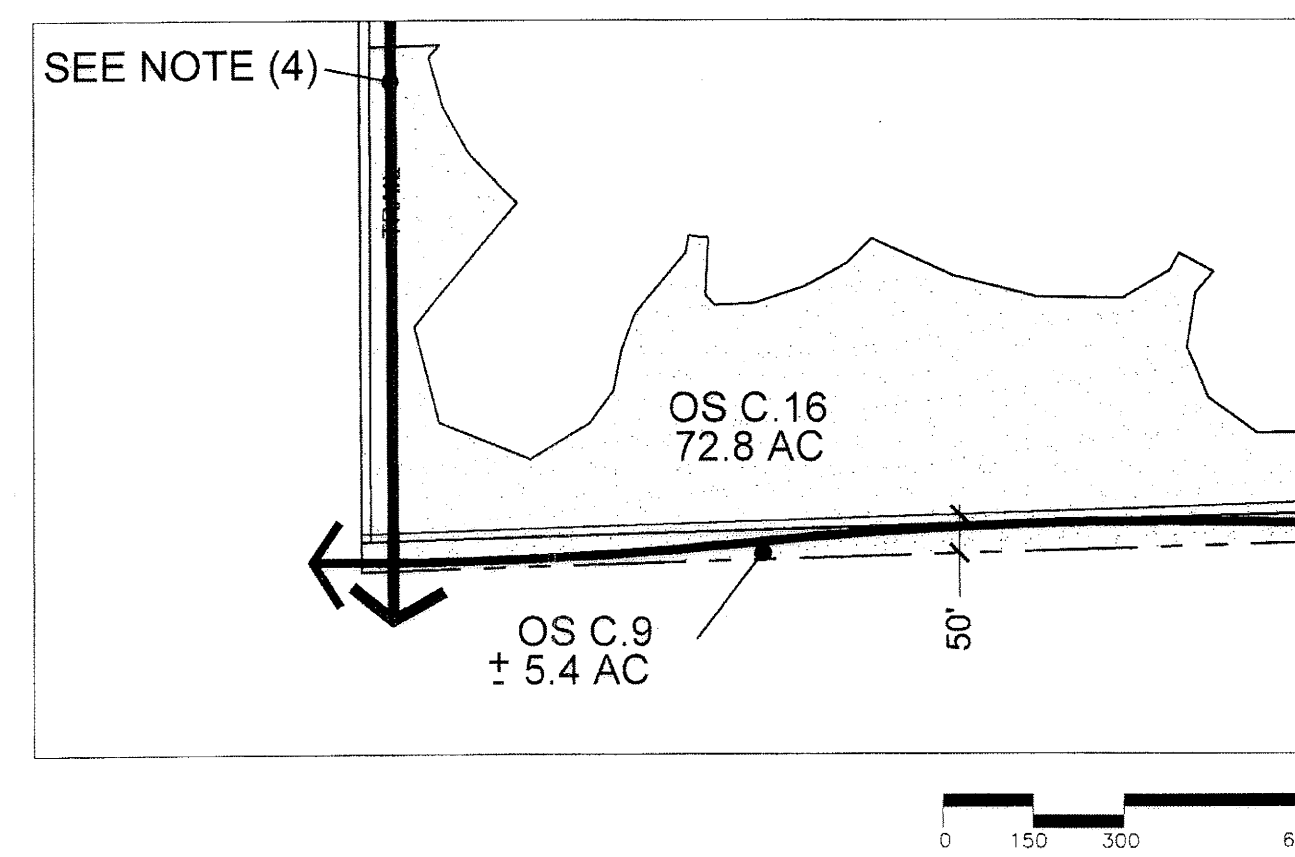
PLANNING AREA "C" - OSC.12



PLANNING AREA "C" - ACCESS, CIRCULATION, OSC.3

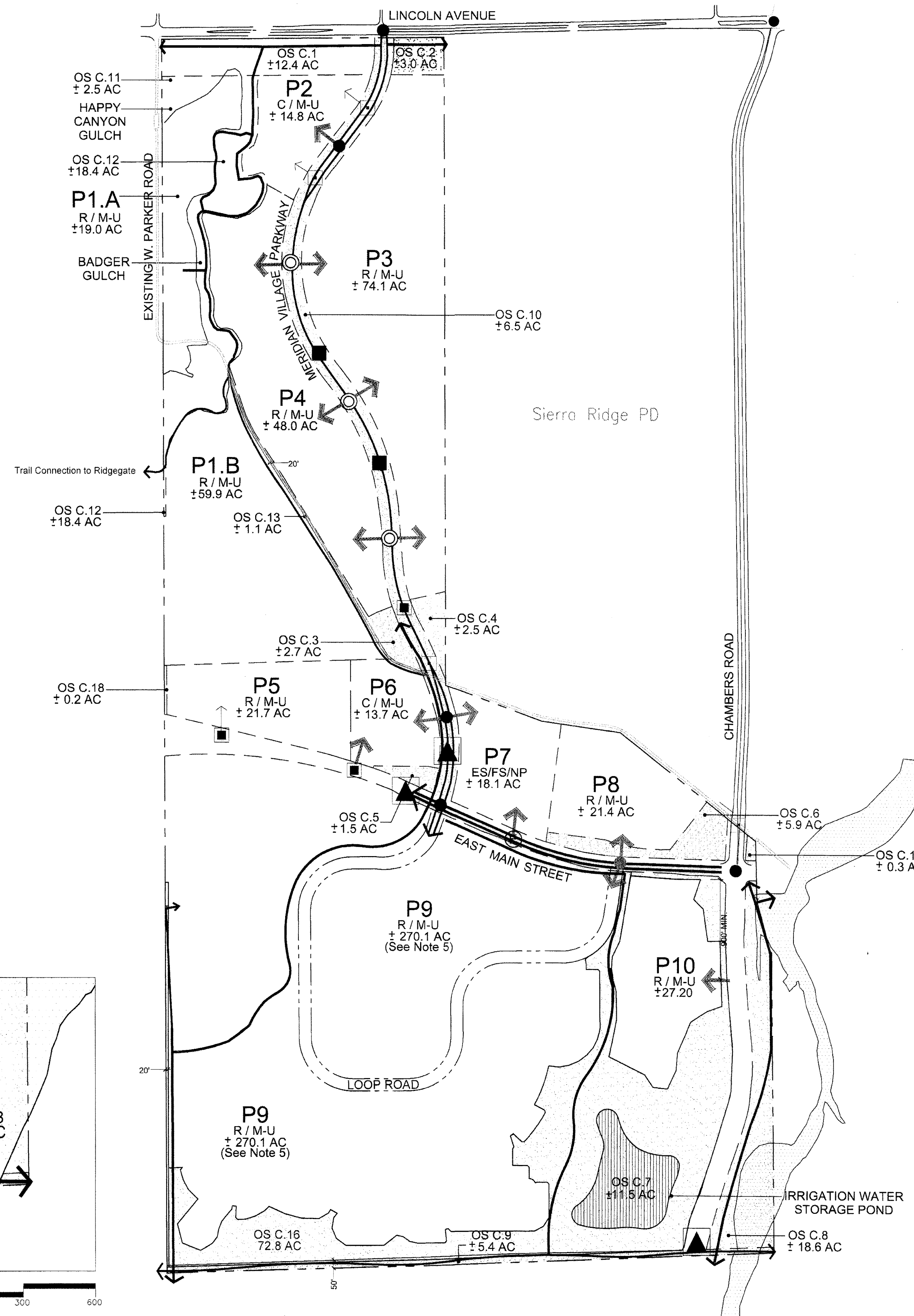
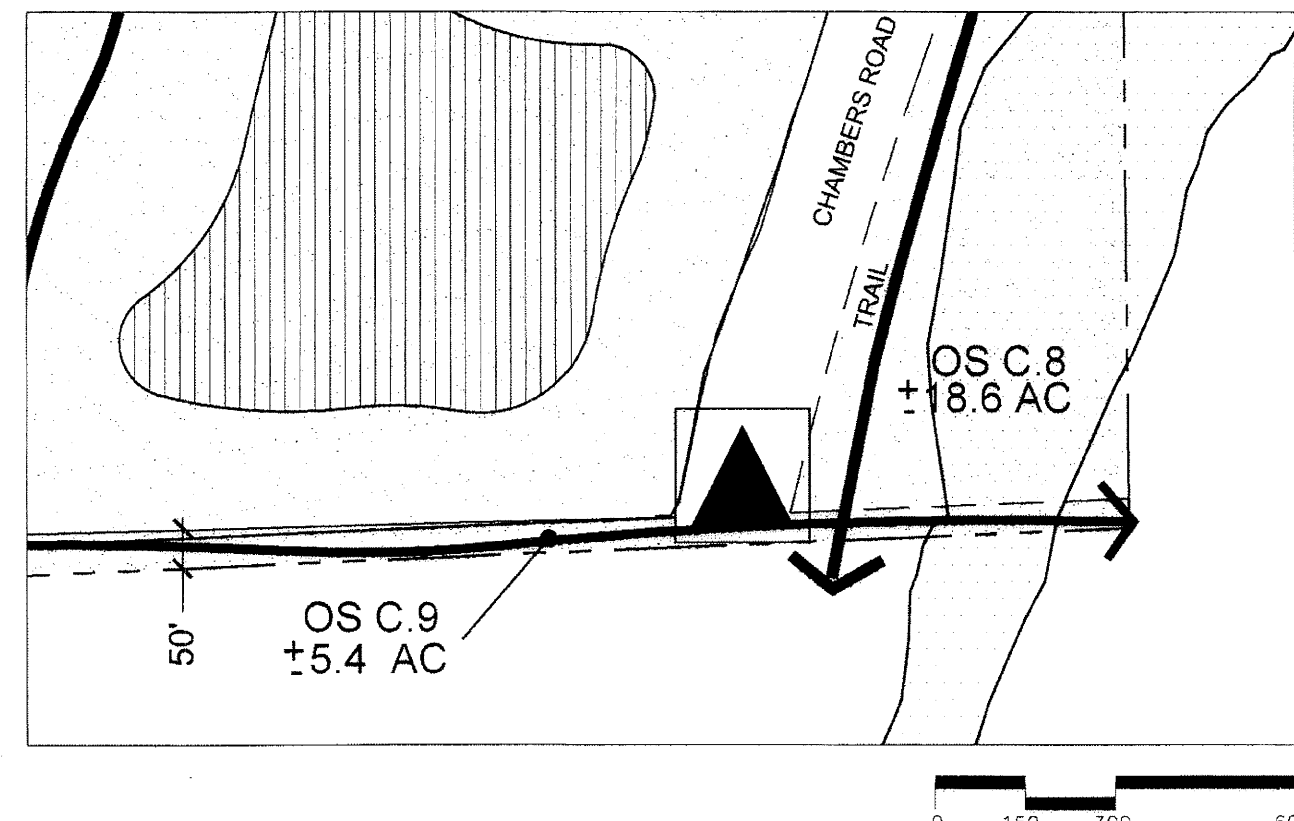


PLANNING AREA "C" - OSC.9, OSC.16



PARCEL AREA	APPROX. GROSS AC
Residential/Mixed Use:	
P-1.A/P-1.B	19.0/59.9
P-3	74.1
P-4	48.0
P-5	21.7
P-8	21.4
P-9 (See Note 5)	202.1
P-10	27.2
SubTotal:	473.4
Commercial/Mixed Use:	
P-2	14.8
P-6	13.7
SubTotal:	28.5
Elementary School/Fire Station/Neighborhood Park	
P-7	18.1
Open Space:	
OSC.1	12.4
OSC.2	3.0
OSC.3	2.7
OSC.4	2.5
OSC.5	1.5
OSC.6	5.9
OSC.7	11.5
OSC.8	18.6
OSC.9	5.4
OSC.10	6.5
OSC.11	2.5
OSC.12	18.4
OSC.13	1.1
OSC.15	0.3
OSC.16	72.8
OSC.18	0.2
P-9 (See Note 5)	68.0
SubTotal:	233.3
Roads (ROW + Easements)	
East Main Street (150' Corridor)	21.0
Chambers Road (170' Corridor)	13.4
Meridian Village Parkway (150' Corridor)	24.3
SubTotal:	58.7
TOTAL	812.0 AC

PLANNING AREA "C" - OSC.8, OSC.9



MERIDIAN INTERNATIONAL BUSINESS CENTER PLANNED DEVELOPMENT (PD) 14th AMENDMENT

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PROCEDURAL GUIDE:

The Meridian International Business Center Planned Development (the "Meridian PD") applies to the land legally described on Sheets 10 and 11 attached hereto ("Meridian"). This Amended and Restated Development Plan and Guide for Meridian International Business Center (this "Development Plan") is further amended and requested by this 14th Amendment and incorporates all amendments to date. Certain terms used in this Development Plan are defined in Section B hereof.

A. GENERAL PROVISIONS STATEMENTS

- Authority.** The authority for this Development Plan is Section 15 (Planned Development District) of the Douglas County Zoning Resolution, as amended (the "Zoning Resolution"). The authority for Section 15 of the Zoning Resolution is the Colorado Planned Unit Development Act of 1972.
- Adoption.** The adoption of this Development Plan shall evidence the findings and decision of the Board of Douglas County Commissioners (the "Board") that this Development Plan is in general conformity with the Douglas County Master Plan, as amended, is authorized by the provisions of Section 15 of the Zoning Resolution, and that such Section 15 and this Development Plan comply with the Colorado Planned Unit Development Act of 1972, as amended.
- Relationship to County Regulations.** The provisions of this Development Plan shall prevail and govern the development of the Meridian PD, provided, however, that unless otherwise stated herein, where the provisions of this Development Plan do not address a particular subject, the relevant provisions of the Zoning Resolution, or any other applicable resolutions or regulations of the County, shall be applicable.
- Enforcement.** To further the mutual interest of the residents, occupants, and owners of the Meridian PD and of the public in the preservation of the integrity of this Development Plan, the provisions of this Development Plan relating to the use of land and the location of publicly accessible open space (as specifically provided in the Development Plan) shall run in favor of the County and shall be enforceable at law or in equity by the County without limitation on any power or regulations otherwise granted by law.
- Conflict.** Where there is more than one provision within this Development Plan that covers the same subject matter, the provision that is most restrictive or imposes higher standards or requirements shall govern unless determined otherwise by the Director of Community Development.
- Maximum Level of Development.** The total number of dwelling units or the total commercial, business or industrial intensity approved for development within the Meridian PD is the maximum development requested for platting or construction. The actual number of dwelling units or level of development for commercial, business or industrial properties may be less due to subdivision or Site Plan review requirements or other permitted requirements of the Board of County Commissioners.

B. DEFINITIONS

- Block.** A portion of Meridian consisting of one contiguous parcel for which a subdivision plat has been approved by the Board of County Commissioners and which is identified as a "Block" on such subdivision plat.
- Building.** Any permanent structure or portion thereof, built for the shelter or enclosure of human beings or property of any kind, but excluding advertising signboards, fences, and walls.
- Net Floor Area.** The total horizontal floor area measured in square feet, of all floors of a building, excluding therefrom walls, stairwells, elevator shafts, covered malls, covered walkways, roof patio areas, covered entries, covered parking, covered driveways, covered loading areas, utility rooms and storage dead areas. The term "Net Floor Area" shall not include any floor area located or included within any single-family or multi-family dwelling unit, including any such unit in a mixed-use Building (which are accounted for on a unit basis) or any public facility (e.g., a school, fire station, or public utility facility).
- County.** Douglas County, Colorado.
- District.** A metropolitan district created pursuant to Colo. Rev. Stat. § 32-1-101 et seq.
- Design Control Committee.** A Design Control Committee created pursuant to any Protective Covenants.
- Developable Land Area.** All Gross Land Area within Meridian except the portion thereof dedicated to the public for purposes such as streets and/or rights of way and/or other public purposes such as parks or open space.
- Developer.** As of the initial approval of this Meridian PD, Meridian Associates West, a Colorado general partnership, and Meridian Associates East, a Colorado general partnership, jointly, provided that to continue to be the Developer such entities either must own some of the Gross Land Area of Meridian or must own or have the right to construct, use, maintain, transfer, or sever some portion of the Net Floor Area that may be constructed upon Meridian. The right to be the "Developer" of Meridian shall be assignable by such entities or their successor(s) as Developer to (a) any affiliate of the person(s) or entity or entities that is or are then the Developer, regardless of the extent of said affiliate's ownership interest in Meridian, as long as said affiliate is an Owner; or (b) any person(s) or entity or entities that, as of the date of such assignment, is or are an Owner of at least twenty percent (20%) of the Developable Land Area in Meridian; or (c) any person or entity that, as of the date of such assignment, owns or has the right to construct, use, maintain, transfer, or sever at least twenty percent (20%) of the Net Floor Area that may be constructed upon Meridian. Notwithstanding the foregoing, for so long as the Developer still has any unfulfilled obligations under this Development Plan, some entity or entities shall be and shall constitute the Developer, regardless of whether that entity or those entities collectively meet the criteria set forth above. In the event unfulfilled obligation(s) exist and any entity or entities that have been the Developer declare in writing to the County that it or they are no longer the Developer because it or they no longer qualify for that designation under the criteria set forth above, and the outgoing Developer does not identify in writing to the County any other entity or entities that so qualify and are succeeding to and accepting the designation, role, and obligations of Developer hereunder, then, as of the date of those events, for purposes of this Development Plan, the Developer shall be the entity or entities that then constitute the Declarant under the Protective Covenants. If, as of the date of those events, for any reason, there is then no Declarant under the Protective Covenants, the existing Developer shall not have the right to terminate its designation, role and obligations as Developer, but instead shall continue to have that designation and role and those obligations under this Development Plan until it identifies in writing to the County another entity or entities that have agreed to succeed to and to accept the designation, role and obligations of Developer hereunder.

9. **FAR.** With respect to a commercial development Site, the ratio represented by dividing the Net Floor Area developed or to be developed on the Site by the gross land area of the Site (in square feet).

10. **Gross Land Area.** All land area within a designated tract or parcel of land, regardless of the status of its use or ownership. Such land area may include, but not be limited to, land in use for public or private rights-of-way, open space, golf courses and the beds of any streams or lakes, natural or artificial.

11. **Height.** Has the same meaning as "Building Height" pursuant to the Zoning Resolution.

12. **Master Drainage Plan.** Any master drainage plan approved by the County for Meridian or any portion of Meridian, as updated, amended, or replaced from time to time. There may be more than one Master Drainage Plan.

13. **Open Space.** All Gross Land Area not covered by Buildings, public streets, private drives or surface parking lots. Open Space shall include, but not be limited to, all Gross Land Area in use for pedestrian ways, courtyards, landscaped areas (whether public or private), pedestrian malls, parks, and golf courses. Additionally, Open Space shall include courtyards, plazas and landscaped areas located on top of any Building or any parking structure as long as such courtyards, plazas and landscaped areas are within two (2) stories of grade. With respect to land in use for golf courses, and notwithstanding anything to the contrary in this Development Plan, all such land, including but not limited to the portions thereof in use for buildings and similar uses accessory to the golf course use, such as club houses, pro shops, maintenance buildings, comfort stations and snack bars, shall constitute Open Space if said buildings and similar uses are limited in number and are compatible with the golf course use. Pursuant to the foregoing definitions, all Gross Land Area located within Golf Course Areas shall constitute Open Space. Some of the Open Space provided within Meridian will be publicly accessible and will include park and recreational facilities. These publicly accessible Open Space park and recreational areas are established as separate planning areas that are specifically described in this Development Plan as "OS" Areas.

14. **Owner.** Any person or persons who from time to time own or hold an aggregate fee simple interest in any portion of Meridian or any Net Floor Area appurtenant thereto. The owners or holders of an "aggregate fee simple interest" shall not include owners or holders of (a) mortgages, deeds of trust, and other instruments pursuant to which said land or floor area rights secure indebtedness, (b) easements, rights-of-way or licenses that pertain to or affect said land or floor area rights, (c) water, mineral, air, or subsurface rights that, as appropriate, are located in, on, under, over, or are or were appurtenant to, said land, (d) leasehold interests, or (e) other equitable title interests such as the vendor's interest under an installment land contract.

15. **Peripheral Boundary Line.** The line depicted on Sheets 2 and 3 attached here to and by this reference incorporated herein. If at any time the land subject to this Development Plan is changed to include any land that previously adjoined the Peripheral Boundary Line but that, as a result of such inclusion, would not be located within the Peripheral Boundary Line, the Peripheral Boundary Line shall be changed to additionally encompass such additional land made subject to this Development Plan, except as may be agreed to by the Applicant and County.

16. **Protective Covenants.** The Declaration of Protective Covenants of Meridian International Business Center dated as of October 31, 1984, and recorded on November 2, 1984, in Book 546 at Page 750 of the Douglas County, Colorado, records, as subsequently amended and/or restated and/or extended; the Declaration of Protective Covenants of Meridian South dated as of October 21, 1999, and recorded on October 21, 1999, in Book 1769 at Page 444 of the Douglas County, Colorado, records, as subsequently amended and/or restated and/or extended; the Declaration of Protective Covenants of Meridian (North Area) dated November 29, 2001, and recorded on December 5, 2001, in Book 2201 at Page 1017; and any other declaration of protective covenants affecting any portion of Meridian that contains design control provisions and establishes a design control committee substantially similar to those established pursuant to the above declarations of protective covenants.

17. **Planning Area A.** The area of Meridian depicted as Planning Area 'A' on Sheet 2 of this Development Plan and legally described as Planning Area A on Sheet 10 of this Development Plan.

18. **Planning Area B.** The area of Meridian depicted as Planning Area B on Sheet 2 of this Development Plan and legally described as Planning Area B on Sheet 10 of this Development Plan.

19. **Planning Area C.** The area of Meridian depicted as Planning Area C on Sheet 3 of this Development Plan and legally described as Planning Area C on Sheet 10 of this Development Plan.

20. **Site.** Any portion or part of Meridian that is the subject of any Site Plan submitted in accordance with the provisions of Section E below.

C. INCLUSION OF ADDITIONAL LAND UNDER MERIDIAN PD

1. **Requirements.** Notwithstanding anything to the contrary in this Development Plan, additional land may be made subject to the terms and provisions of this Development Plan by the Douglas County Board of County Commissioners under and in accordance with the requirements and procedures of the Zoning Resolution, if and only if the following requirements are met:

- Proximity.** Such land is no more than one mile from the existing boundary of Meridian, as measured from the point where the boundary of the existing lands within Meridian is closest to the boundary of the additional land sought to be added to Meridian.
- Application.** The application to include such land within the Meridian PD, and the resulting amendment to and/or amended and restated version of this Development Plan, are signed by all owners (defined in the same manner with respect to said additional land that the term "Owners" is defined herein with respect to land that is already part of Meridian) of such land and by the Developer.
- Development Control.** All or substantially all of such land is subject to Protective Covenants.

2. **Procedure.**

- Any proposal for inclusion of additional land in the Meridian PD shall be processed under Section 15, as amended, of the Zoning Resolution, with all provisions of that section, including public notice and hearing requirements, applicable to the rezoning of the additional land.
- With regard to the inclusion of additional land within the Meridian PD, the County shall have the right to require the Developer to provide revised traffic and drainage reports related to the proposed inclusion and to agree to additional appropriate commitments of the type described in Section H below with respect to the additional land to be made subject to this Development Plan as a condition for approval of the proposed modification, but the County shall not have the right to require the Developer to agree to changes in any other portion of this Development Plan as a condition for approval of the proposed modification. The limitation set forth in the immediately preceding sentence, however, shall not preclude the County and the Developer from reaching a voluntary agreement to make changes in other portions of this Development Plan in connection with any such proposed modification.

D. SUBDIVISIONS AND PLAT AMENDMENT

1. The subdivision of any land within the Meridian PD that has not been previously subdivided pursuant to the Douglas County Subdivision Resolution shall be processed under the procedures described in the following Articles of the Douglas County Subdivision Resolution: Article 3 (Sketch Plan), Article 4 (Preliminary Plan), and Article 5 (Final Plat). However, if a plan to divide any land that has not been previously subdivided qualifies for processing under either Article 6 (Minor Development - Single-Family Residential) or Article 6A (Minor Development - Nonresidential & Multifamily) of the Douglas County Subdivision Resolution, then the Director of Community Development shall have the discretion to allow the plan to be processed as a "Minor Development" under the applicable Article.

2. Any modification to an existing final plat of land within the Meridian PD that qualifies as a "plat correction," "lot line vacation," "lot line adjustment," or "building envelope adjustment" as each such term is described in Article 7A (Replat - Administrative Process) of the Douglas County Subdivision Resolution shall be processed as an administrative amendment in accordance with such Article 7A.

3. Any replat of an existing final plat of land within the Meridian PD that meets the minimum requirements of Article 7 (Replat) of the Douglas County Subdivision Resolution shall be processed as a replat in accordance with such Article 7, except that: (a) the replat submittal shall be reviewed for completeness within 7 working days; (b) the 35-day referral period shall be commenced within 7 working days after the submittal has been determined to be complete; and (c) provided the applicant satisfies its submittal requirements for all final engineering plans, the replat will be scheduled for a public meeting before the Board of County Commissioners that will occur within 30 days after the end of the referral period.

4. As used in this Section D, "Douglas County Subdivision Resolution" means the Douglas County Subdivision Resolution as in effect on the date of the approval of the Seventh Amendment to this Meridian PD.

E. SITE PLAN REVIEW

1. **Exclusivity of Requirements and Procedures.** Notwithstanding anything to the contrary in this Development Plan or in any other County regulations, excepting those applicable regulations as established within Section 19 (Centennial Airport Review Area - Overlay District) of the Zoning Resolution, the Site Plan review requirements and procedure set forth in this Section E shall be the sole and exclusive site plan review requirements and procedures for Meridian, and no other requirements or procedures shall apply to any proposed improvement within Meridian. Thus, any site plan review requirement, procedure, matter or item not addressed or listed in this Section E or Section 19 of the Zoning Resolution shall not be applicable to a requirement or procedure of, or a review item for, Site Plan review for proposed improvements within Meridian.

2. **Single Family Detached Developments.** The Site Plan review process described in this Section E does not apply to the development of single family detached dwellings. However, the development of single family detached dwellings is subject to all Douglas County subdivision requirements under the Douglas County Subdivision Resolution, as amended (except to the extent an exception or exemption is available under such Resolution).

3. **Submittal Requirements.** For any proposed improvement in Meridian (other than single-family detached residential uses) for which a building permit is required from the County, five (5) copies of a Site Plan (including landscape and erosion control components, each on a separate individual sheet, proof of ownership of the Site in the form of a current title policy or title commitment not more than sixty (60) days old, and the certifications described hereinafter) shall be submitted to the County for review and approval before any building permit may be issued. All Site Plans and certifications submitted shall comply with the requirements set forth hereinafter.

(a) Site Plans (including a landscape component on a separate sheet) shall comply with the following general requirements:

- Contain a title block, centered at the top of the page, describing the legal description of the parcel, the name of the proposed development, the submittal phase and, if applicable, the address of the existing or proposed improvements on the Site.
 - Contain a north arrow and state the scale utilized.
 - Be on 24" x 36" sheets with the long dimension horizontal.
 - Include an information block in the lower right-hand corner of each sheet and shall set forth the date of preparation in the title block.
 - Show development phasing lines, if any.
 - Show adjoining land uses and zoning.
 - Show public and private easements on or adjacent to the Site, with dimensions and uses of those easements.
 - Show major drainage ways affecting the Site and any 100-year floodplain on or adjacent to the Site.
 - Show topography at two (2) foot intervals.
- (b) In addition to complying with the general requirements set forth in Section E.3(a) above, the Site Plan shall comply with the following specific requirements:
- Be prepared at a scale of 1" = 20', 1" = 40' or another scale that allows for maximum clarity of the project.
 - Include a vicinity map to scale showing the relationship of the Site to the surrounding area.
 - Show dimensions for all existing and proposed structures (including setback dimensions from property lines) and total building coverage in terms of percentage of the Site and square footage. Structures to be removed should be indicated as such.
 - Show location and dimensions of required off-street parking and loading areas and note the total number of parking spaces provided and contain the following information relative to the parking, access and loading facilities:
 - Number, location, and size of parking stalls
 - Widths of aisles and islands
 - Location of landscaping areas within parking, access, and loading facilities
 - Type of surfacing
 - Scale and North arrow
 - Location of streets, curb cuts, and property boundaries
 - Location of traffic directional arrows, signage, and markings
 - Location of loading areas
 - Drainage provisions
 - Location and direction of proposed lighting

- Name and show dimensions of all public and private roadways, rights-of-way, and points of access on or adjacent to the Site and shall note surface materials.
 - Show the location and sign area of all existing and proposed signs.
 - Include signature/approval blocks for the Planning Division and the County's Engineering Division (the "Engineering Division").
 - Contain the following information relative to landscaping on a separate sheet:
 - Show all planting areas and areas to be maintained in a natural state, with plant materials drawn at mature size at the scale of the plan; identify trees, shrubs, lawn areas, and ground cover area (living and non-living) by name of material to be used; and show the dimensions and include the total square footage of each such area.
 - Show all pedestrian walkways and pedestrian oriented areas, dimensioned with materials and type of surface finish noted.
 - Locate and identify all landscape structures (including fences, signs, lighting, water features, etc.) and recreational facilities.
 - Show all significant natural vegetative areas, specimen trees, wildlife habitat, and landscape features to be preserved and improved.
 - Indicate existing and finished grades at a maximum of two (2) foot intervals and identify all mounds and areas in excess of 20% slopes.
 - Label all public and private roadways, rights-of-way, and points of access on or adjacent to the Site and shall note all off-street parking or loading areas and surfacing materials.
 - Show all planting details and notes, including methods of soil preparation, erosion control, soil and vegetation removal, stockpiling, and reuse.
 - Note sources of irrigation water and types of irrigation to be used.
 - Contain the following statement concerning maintenance: "All landscaping shown on this plan shall be maintained in a neat and adequate manner. Required maintenance activities shall include, but not be limited to, mowing of lawns, trimming of hedges, adequate irrigation, replacement of dead, diseased or unsightly removal of plant material, weeds from planted areas, and appropriate pruning of plant materials."
 - A Grading, Erosion, and Sediment Control (GESC) Plan in accordance with Douglas County's criteria, as amended, will be required to be submitted to Douglas County for review and approval prior to any grading on the Site and issuance of a grading permit by Douglas County. Construction plans, in accordance with the Douglas County criteria, shall be submitted to Douglas County for review and approval for all storm sewer improvements and water quality improvements prior to the issuance of construction permits by Douglas County. Construction plans for any roadway improvements within the public right-of-way shall be submitted to Douglas County for review and approval by Douglas County prior to the issuance of construction permits from Douglas County.
 - Include certifications, confirmed by the Design Control Committee, as follows:
 - Design Control Committee Certification: verifying the following with respect to this Development Plan: that the proposed land use is allowed under Section F; that the proposed Height of any structures complies with the applicable Height limitation set forth in Section G 1; that the proposed setbacks comply with the requirements set forth in Section G; that the amount (number of square feet) of Net Floor Area or number of residential units is in compliance with Section G; that the proposed Open Space complies with Section G 1; that a minimum of 1/2 said required Open Space will be landscaped with live plant materials; that the Site Plan complies with the commitments for parks, trails, and wildlife conservation improvements in Sections H 3 (p), H 4(c) and H 9, as applicable, subject to the timing requirements described in the first paragraph of Section H 4 and the standards and notes given on Sheet 9, Planning Area "C" Parks/OS Exhibit; that the shadows cast by the proposed buildings will not have any negative impacts on the County road system or Highway E-470 in compliance with Section G.6; and that the number of parking spaces planned for the Site satisfies the requirements of the Zoning Resolution with respect to minimum number of required parking spaces (except to the extent a variance is obtained pursuant to the Zoning Resolution).
 - Drainage Certification: A Master Drainage Plan for each Planning Area (A, B, and C) designated herein, meeting the County's criteria for all public streets, inclusive of storm sewer connections thereto, or any improvements that fall under the County's Colorado Drainage Permit System, storm water Phase II permit must first be filed and approved by County Engineer. Certification by a professional engineer licensed to practice in the State of Colorado, and competent and experienced in drainage engineering, confirmed by the Design Control Committee, that the proposed improvements comply and are consistent with the Master Drainage Plan and Douglas County Drainage Criteria and that detention or water quality facilities are adequate to service the site as provided for in the Master Drainage Plan either exist or will be provided coincident with the Site development.
 - Vehicular Access Certification: certification by a professional engineer, licensed to practice in the State of Colorado, and competent and experienced in both traffic and civil engineering, that the proposed vehicular access system to and from the Site meets the County's applicable roadway criteria and will be adequate to serve the proposed improvements.
 - Public Improvements Certification: certification by the Owner, or a District, that any County public (i.e. off site) improvements required to be provided coincident with the Site will be secured through a County Site Improvement Plan Improvements Agreement from the applicant or provided by the District. The Site Improvement Plan Improvements Agreement will be provided prior to the issuance of a grading permit and/or building permit.
4. **Procedure.**
- Any Site Plan, proof of ownership and certifications required to be submitted pursuant to Section E.3 above shall be submitted to the Planning Division. The allowable review/referral period shall begin within 3 working days of receipt of a Site Plan application.
 - Within 3 working days of receipt of the Site Plan, proof of ownership and certifications for a particular project as described above, the Planning Division shall distribute copies of the materials submitted to the following referral agencies:
 - The Engineering Division
 - The Planning Division's Addressing Technician
 - The Fire District with jurisdiction over the subject Site
 - Within thirty-five (35) calendar days after the submittal of the application to the Planning Division as aforesaid, the Planning Division and the other referral agencies shall take the following actions:
 - The Planning Division shall determine if the submittals and Certifications required in Section E.3(c)(1) are true with respect to the submittal, and notwithstanding anything to the contrary in this Development Plan, the scope of site plan approval rights by the Planning Division for improvements in Meridian shall be limited to that determination. If the Planning Division determines the submittals and Certifications required in Section E are complete and included with the submittal, the Planning Division shall sign its approval of the submittal onto the Site Plan. If the official or officials within the Planning Division who have signature/approval for Site Plans are absent or unavailable, the County Administrator and his or her designee shall have the authority to sign the Planning Division's approval of the submittal onto the Site Plan.
 - The Engineering Division shall make its own determination whether the certifications described in Section E.3(c) (2), (3), and (4) are included with the submittal, and notwithstanding anything to the contrary in this Development Plan, the scope of Site Plan approval rights by the Engineering Division for improvements in Meridian shall be limited to that determination. If the Engineering Division determines that the certifications

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A MAJOR AMENDMENT TO AMEND THE BOUNDARIES AND LOCATIONS OF PLANNING AREAS P9, P10, OS C.7, OS C.16, ELIMINATE PLANNING AREA OS C.14 AND OS C.17, MODIFY THE DEPICTION OF 100-YEAR FLOODPLAIN BOUNDARY, MODIFY STREET ACCESS LOCATIONS, AND MODIFY PARKS COMMITMENTS, PLANNING AREA C, 2,349 ACRES, PROJECT NO. ZR2013-011.

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described are included with the submittal, the Engineering Division shall sign its approval of the submittal onto the Site Plan. If the official or officials within the Engineering Division who have signature/approval authority for site plans are absent or unavailable, the County Administrator and his or her designee shall have the authority to sign the Engineering Division's approval of the submittal onto the Site Plan.

(3) The Fire District with jurisdiction over the subject Site shall make its own determination whether the proposed project is satisfactory to it in terms of all issues related to fire protection, and shall submit comments to the Planning Division for consideration. The Planning Division shall make a determination as to whether the comments of the Fire District have been satisfactorily addressed.

(d) If, within the thirty-five (35) calendar day review period described in Section E.4(c) above, the Planning Division and the other referral agencies all approve and/or sign the final mylar Site Plan submittal pursuant to the review, approval and signature procedures set forth in Sections E.4 (b) and (c) above, the applicant at any time thereafter shall have the right to apply to the County for issuance of a building permit or permits for the project. If, however, within said thirty-five (35) calendar day period, the Planning Division and/or the Engineering Division affirmatively disapprove the Site Plan submittal for a reason within the scope of its or their review and approval authority as set forth in Section E.4(c) above, the Planning Division shall advise the applicant and the Design Control Committee in writing of that fact and shall identify for and explain to the applicant and the Design Control Committee in writing the basis or reason for the disapproval.

(e) Upon receipt of a written notification of the type described in the second sentence of Section E.4(d) above, the applicant shall have the option either to modify the proposed Site Plan to meet all of the objections of the Planning Division and/or the other referral agencies and thereafter to resubmit the proposed Site Plan as modified to the Planning Division for review and approval by it and/or the appropriate referral agency within fourteen (14) calendar days after resubmittal, or not to modify (or to modify only with respect to some but not all of the Planning Division's or other referral agency's comments) the proposed Site Plan and instead to submit the unmodified or partially modified plan(s) directly to the Douglas County Board of County Commissioners, which shall hear the appeal and make a decision thereon within twenty-one (21) calendar days of the date the appeal is filed. If the Board determines that all of said criteria have been met with respect to the proposed Site Plan submitted, the Board shall authorize the applicant to apply to the County for issuance of a building permit or permits for the project.

(f) Any Site Plan approval granted by the County pursuant to this Section E shall be valid until the fifth (5th) anniversary of the date of approval. If construction of the project shown on the approved Site Plan(s) does not commence within said five year period, the approval(s) shall lapse and the Site Plan(s) must be resubmitted to the County for a new approval or approvals pursuant to the process set forth in this Section E before construction of the project may commence.

ENTITLEMENTS:

F. ALLOWABLE USES

1. Uses Permitted by Right. The uses permitted by right are listed in the Chart of Permitted Uses included as Section F.10 below.

2. Uses Permitted by Special Review in All of Meridian Except OS Areas. Any use not permitted by right in those portions of Meridian other than OS Areas pursuant to this Development Plan shall be permitted as a use by special review under Section 21 of the Zoning Resolution. Any such use by special review shall include referral of the proposed use to the applicable Design Control Committee and the applicable District for referral review and comment.

3. Uses Permitted by Right in OS Areas. The purpose of OS Areas is to protect these areas from development, while permitting parks and recreation and the placement and management of utilities and drainage facilities. Accordingly, the uses permitted by right in OS Areas are as described on the Park/OS Chart under Section F.10. These use limitations only apply to those areas specifically described on this Development Plan as "OS" Areas; the limitations do not apply generally to all Open Space as defined in Section B above.

4. Uses Permitted by Special Review in OS Areas. Any use that in the opinion of the Director of Community Development is generally consistent with the intent of Section F.4 above and the uses permitted therein, but which may have a greater impact than the uses permitted by right, may be permitted by special review under Section 21 of the Zoning Resolution. Any such special review shall include referral of the proposed use of the applicable Design Control Committee and the applicable District for referral review and comment.

5. Inapplicability of Certain Requirements and Procedures to Certain Uses. Notwithstanding anything to the contrary in this Development Plan or in any other County regulations, the uses by right listed in the Chart of Permitted Uses included at Section F.10 below, shall not be subject to the provisions of the Zoning Resolution, or any other County regulations governing temporary structures, and no requirements or procedures set forth in that section of the Zoning Resolution, or in any other County regulations governing temporary structure shall apply to said uses.

7. Allowable Residential Density (# of units). Refer to table G-1., Development Standards.

8. Allowable Commercial Density (Net Floor Area). Refer to table G-1., Development Standards.

9. Density Ownership and Transfer. Refer to table G-1., Development Standards.

(a) A maximum aggregate of 29,250,000 square feet of Net Floor Area may exist within Meridian at any one time. At the time this Development Plan was originally approved and recorded, the Developer allocated 4,144,465 square feet of Net Floor Area to other owners within Meridian, as identified in the original version of this Development Plan. Since the original approval and recording of this Development Plan, additional amounts of the remaining Net Floor Area have been allocated by the Developer to other purchasers of Developable Land Area in Meridian. When the Developer transfers ownership of any Developable Land Area to any other person or entity ("Other Owner"), the Other Owner shall own and be entitled to construct, use or maintain on the Developable Land Area so transferred by the Developer an amount of Net Floor Area equal to one-half (1/2) of the number of square feet of Developable Land Area transferred to such other Owner unless that Other Owner has acquired, concurrently or subsequent to the date of its acquisition of the Developable Land Area, from the Developer, the right to construct, use or maintain on said Developable Land Area an amount of Net Floor Area different (either more or less) from the amount equal to one-half (1/2) of the number of square feet of Developable Land Area transferred to such Other Owner, in which case said Other Owner shall be entitled to construct, use or maintain said different amount (either of which amounts any such Other Owner is entitled to construct, use or maintain being hereinafter referred to as the "Other Owner NFA"). Notwithstanding anything to the contrary in this Development Plan, no Other Owner (unless the Other Owner also is becoming the Developer) shall have the right to transfer any of the Other Owner NFA or any other Net Floor Area rights owned by said Other Owner to or for use on other land located within Meridian unless such transfer is to the Developer; conversely, the Developer shall have the right to transfer any Net Floor Area rights that it owns or that it acquires, including but not limited to any Other Owner NFA that the Developer subsequently acquires, to or for use on any land located within Meridian.

(b) In the case of the Net Floor Area owned by the Developer, the ownership and the right to construct, use, maintain and transfer such Net Floor Area may be severed from the ownership of any tract of land in Meridian. In the case of any Net Floor Area owned by any person or entity other than the Developer, the ownership and the right to construct, use and maintain such Net Floor Area may not be severed from the ownership of the tract of land in Meridian to which it is appurtenant, other than in the case of sale or conveyance of said ownership and right to the Developer.

(c) Notwithstanding Sections F.9(a) and F.9(b) above, all Other Owners shall have the right to reduce or to increase the amount of Net Floor Area that may exist on any particular portion of Meridian by means of transfers of the ownership of, or the right to construct, use, maintain, transfer or sever, Net Floor Area through private contractual arrangements between and among themselves, provided that:

- (i) one of the parties to the transaction involving the reduction or increase is the Developer; and
- (ii) any such actions on the part of said Other Owner(s) and the Developer shall not affect the limitation on the amount of Net Floor Area that may exist on all of Meridian as set forth in Section G.1., Development Standards as attached.

(d) Upon written request by the Board, but not more than annually, the Design Control Committee shall deliver a formal notice to the Board identifying the amount of Net Floor Area within Meridian that either is already constructed, is under construction or for which a building permit has been obtained, along with a identification of the portions of Meridian where such Net Floor Area either already is constructed or is planned to be constructed.

(e) A maximum aggregate of 5,125 dwelling units are permitted within Meridian as follows: 2,250 units in total within both Planning Areas 'A' and 'B' pursuant to Section G.1. plus up to 375 AHUs (15% of 2,500) if constructed in Planning Areas 'A' and 'B' pursuant to Section H.8; plus 2,500 dwelling units in Planning Area 'C', including AHUs. As of the approval and recording of the 11th Amendment to this Development Plan, 1,720 dwelling units have been constructed or have been allocated for development in Planning Areas 'A' and 'B' and zero dwelling units have been constructed or have been allocated for development in Planning Area 'C'. The remaining unused dwelling units that may be constructed in Planning Areas 'A', 'B' and 'C' are referred to as the "Unused Dwelling Units". The Developer shall be responsible for allocating the Unused Dwelling Units to specific parcels of Developable Land Area, which allocation may be made either in a deed from the Developer or by a written instrument of transfer from the Developer, executed and recorded in the same manner as a deed, and identifying the Developable Land Area to which the Unused Dwelling Units are being allocated. The County will not approve any residential site improvement plan or any residential subdivision unless the applicant submits to the County a written certification from the Design Control Committee verifying that the necessary Unused Dwelling Units have been allocated by the Developer to the property in question.

(f) Hotels, hospitals, dormitories, nursing homes, or assisted living facilities are not considered as dwelling units for the purposes of determining the number of allowable units.

10. CHART OF PERMITTED USES

USES PERMITTED BY RIGHT: The following uses shall apply within Meridian in areas as designated.	PLANNING AREA 'A' & 'B' ²	PLANNING AREA 'C' ³
Accessory & support uses and buildings	See Footnote 1	P1 thru P8
Assembling & light manufacturing plants	See Footnote 1	
Automobile service stations with gasoline pumps	See Footnote 1	P2, P5, P6, P8
Bank, financial institutions and services, with or without drive-up facilities	See Footnote 1	P2, P5, P6, P8
Churches and church schools	See Footnote 1	P2, P5, P6, P8
Educational and related facilities	See Footnote 1	P2, P5 thru P8
General business and governmental offices	See Footnote 1	P2, P5, P6, P8
Helistops constructed and operated within FAA standards	See Footnote 1	
Hospitals and other health care related facilities	See Footnote 1	P2, P5, P6, P8
Indoor educational and training facilities such as, but not limited to, schools and other facilities for industrial and business training	See Footnote 1	P2, P5, P6 thru P8
Temporary Mixing Plants (Concrete, mortar, and asphalt) in accordance with Douglas County Criteria, not to exceed a two year duration	See Footnote 1	P1 thru P10
Interim use office, construction, & sales (not to exceed two years in duration)	See Footnote 1	P1 thru P10
Motels and hotels, including conference and convention centers and other incidental accessory uses located within the principal building	See Footnote 1	P2, P5, P6, P8
Nursery schools, Day Care Center, and Community Recreation Center	See Footnote 1	P2, P3, P5 thru P8, P10
Open space, parks, and playgrounds (See OS description below)	See Footnote 1	P1 thru P10
Commercial parking lots and structures	See Footnote 1	P2, P5, P6, P8
Product distribution and storage facilities	See Footnote 1	P2, P5, P6, P8
Professional offices	See Footnote 1	P2, P5, P6, P8
Public and private recreational areas and uses (See OS description below)	See Footnote 1	P1 thru P10
Public and private transportation facilities, including roadways	See Footnote 1	P1 thru P10, OS C.16
Public and private utilities and ancillary, related and/or accessory facilities, including but not limited to public safety and utilities facilities	See Footnote 1	P1 thru P10
Residential dwelling, multi-family	See Footnote 1	P1 thru P6, P8 thru P10
Residential dwelling, single-family	See Footnote 1	P1 thru P6, P8 thru P10
Restaurants and other eating and drinking establishments, with or without drive in facilities	See Footnote 1	P2, P5, P6, P8, P10
Scientific and technical research facilities	See Footnote 1	P2, P5, P6, P8
Commercial telecommunications towers / dishes / antennas (must comply with DCC Guidelines)	See Footnote 1	P2, P6
Theaters-indoor	See Footnote 1	P2, P5, P6, P8
Veterinary clinics and hospitals	See Footnote 1	P2, P5, P6, P8
Farming, ranching, forestry (tree) farming, greenhouses and nurseries, and building pertaining thereto	See Footnote 1	P1 thru P8
Retail/Service Businesses including outdoor/wholesale activity	See Footnote 1	P2, P5, P6, P8
Any use permitted by right in the B-Business District or the C-Commercial District under the Resolution that is not listed specifically above excluding, however, sexually oriented business (as defined in the Resolution)	See Footnote 1	P2, P5, P6, P8
Elementary School, Classroom Facility, Fire Station, Park		P7

USES PERMITTED BY RIGHT: The following uses shall apply within Meridian in areas as designated.	PLANNING AREA 'A' & 'B' ²	PLANNING AREA 'C' ³	
Parks/ Open Space	Active: Sports fields, parking, picnic and BBQ areas, pedestrian/bicycle trail, children's play equipment	See Footnote 1	OS C.3, C.4, C.8, C.16
	Passive: Pedestrian/bicycle trail, seating areas, water detention, picnic and BBQ areas, entry monumentation/ landscape	See Footnote 1	OS C.1, C.2, C.5 thru C.7, C.10 thru C.13, OS C.15, C.16
	Natural: Detention, trails retention	See Footnote 1	OS C.8, C.9, C.16
	All: Non-commercial recreation, park, open space use, storm water drainage and irrigation facilities including natural drainage channels, pipes, outlets, and detention facilities; underground gas, electric, telecommunications, water and sewer lines, and other public or private utilities; related and/or accessory facilities; and all other uses that in the opinion of the County's Director of Community Development are consistent with the intent of this Section F.10, and the uses permitted herein	See Footnote 1	OS C.1 thru OS C.13, OS C.15 thru OS C.17

GENERAL NOTES:

* Reference to P1 is inclusive of P1.A and P1.B

FOOTNOTES:

1. Permitted by Right
2. See Sheet 2 for Planning Area 'A' and 'B' Plan
3. See Sheet 3 for Planning Area 'C' Plan

MERIDIAN INTERNATIONAL BUSINESS CENTER PLANNED DEVELOPMENT (PD) 14th AMENDMENT

A MAJOR AMENDMENT TO AMEND THE BOUNDARIES AND LOCATIONS OF PLANNING AREAS P9, P10, OS C.7, OS C.16, ELIMINATE PLANNING AREA OS C.14 AND OS C.17, MODIFY THE DEPICTION OF 100-YEAR FLOODPLAIN BOUNDARY, MODIFY STREET ACCESS LOCATIONS, AND MODIFY PARKS COMMITMENTS, PLANNING AREA C, 2,349 ACRES, PROJECT NO. ZR2013-011.

G: DEVELOPMENT STANDARDS

1. The following Development standards shall apply within the areas of Meridian as designated:

STANDARD	PLANNING AREA 'A' AND 'B'			
	NON-RESIDENTIAL	RESIDENTIAL		
USE		ATTACHED	DETACHED	TOTAL
MAXIMUM LEVEL OF DEVELOPMENT ¹⁴	28,900,000 SF (NET FLOOR AREA)	NA	NA	2700 UNITS ^{9(c)}
OPEN SPACE (MIN)				
LOT 60' MAX. HT	15%	15%	NA	NA
LOT 150' MAX. HT	18%	18%	NA	NA
FAR (MAX)				
60' MAX. HT	1.5	1.5	1.5	NA
150' MAX. HT	2.5	2.5	NA	NA
HEIGHT (MAX)	60'/100'/150' ¹	60'/150' ¹	35'	NA
LOT				
AREA (MIN)	21,780 SF	21,780 SF	5,000 SF	NA
WIDTH (MIN)	25'	25'	25'	NA
SETBACKS (MIN) ³				
STRUCTURES ⁴				
SPECIAL AREAS:				
PERIPHERAL BDNY 7, 8 ADJACENT TO R.O.W.	75'	75'	75'	NA
PERIPHERAL BDNY NOT ADJACENT TO R.O.W.	40'	40'	40'	NA
FRONT	40'	40'	20'	NA
SIDE	25' ¹³	25'	5'	NA
SIDE SETBACK TO STREET	NA	NA	NA	NA
REAR	25' ¹³	25'	20'	NA

(REFERENCE SHEET 2 FOR PA 'A' AND 'B' BOUNDARIES)

PLANNING AREA 'C'						
NON-RESIDENTIAL	RESIDENTIAL					TOTAL
	ATTACHED (PLANNING AREAS P1.B, P3, P5, P6, P8, P9, AND P10)	DETACHED (PLANNING AREAS P1.B, P3, P5, P6, P8, P9, AND P10)	MULTI-FAMILY (PLANNING AREAS P1.A, P2, AND P4)	SINGLE FAMILY ATTACHED (PLANNING AREAS P1.A, P2, AND P4)	SINGLE FAMILY DETACHED (PLANNING AREAS P1.A, P2, AND P4)	
350,000 SF (NET FLOOR AREA)	NA	NA	NA	NA	NA	2500 UNITS ^{9(a)(b)}
15%	15%	NA	15%	NA	NA	NA
NA	NA	NA	NA	NA	NA	NA
1.5	1.5	NA	1.5	1.5	NA	NA
NA	NA	NA	NA	NA	NA	NA
60'	60'	40'	60' ¹¹	40'	40'	NA
21,780 SF	21,780 SF	3,400 SF	21,780 SF	2,210 SF	3,400 SF	NA
25'	25'	20' ²	25'	20' ²	20' ²	NA
75'	40'	NA	40'	NA	NA	NA
40'	40'	NA	40'	NA	NA	NA
20'	20'	15' ^{5,12}	20'	15' ^{5,12}	15' ^{5,12}	NA
25' ¹³	25' ^{10,12}	5' ^{6,12}	25' ¹²	See Notes 6 & 12	5' ¹²	NA
NA	10'	10'	10'	10'	10'	NA
25' ¹³	25' ^{10,12}	20' ^{6,12}	25' ¹²	20' ^{6,12}	20' ^{6,12}	NA

(REFERENCE SHEET 3 FOR PA 'C' BOUNDARIES)

LEGEND

NA= NOT APPLICABLE

NOTES

¹ SEE SHEET 2 FOR DESIGNATED HEIGHT LIMITATION AREAS

² MEASURED AT DEPTH OF FRONT SETBACK

³ WHERE LOTS ABUT PARKS, OPEN SPACE, GOLF COURSE, OR GREENBELTS THE ABUTTING FRONT, SIDE, OR REAR SETBACK MAY BE REDUCED TO MIN. OF 10', IF NOT ALREADY LESS THAN 10'

⁴ MEASURED FROM THE PROPERTY LINE; SIGNS, FENCES, AND PARKING STRUCTURES ARE CONSIDERED AS STRUCTURES FOR SETBACK PURPOSES

⁵ THE FRONT OF FRONT LOADED GARAGES FOR DETACHED RESIDENTIAL UNITS SHALL MEET A MINIMUM 20-FOOT SETBACK IN AN ATTACHED-SIDEWALK CONDITION. IN A DETACHED-SIDEWALK CONDITION, THE 20-FOOT MINIMUM SETBACK SHALL BE MEASURED FROM THE INTERIOR SIDEWALK EASEMENT BOUNDARY, OR FROM THE PROPERTY LINE(S) ADJACENT TO THE STREET IF THE ADJACENT SIDEWALK IS LOCATED OUTSIDE OF THE LOT. THE PROPOSED USE OF DETACHED SIDEWALKS ON RESIDENTIAL STREETS MUST BE INDICATED DURING THE SUBDIVISION REVIEW PROCESS.

⁶ WITHIN PLANNING AREAS P1.B, P3, P5, P6, P8, P9 AND P10, SIDE AND REAR SETBACKS ON ADJOINING LOTS MAY BE REDUCED TO 0', WHILE MAINTAINING A BUILDING SEPARATION OF 15' FOR APPROVED PATIO HOMES, CLUSTER HOMES, TOWNHOMES, AND OTHER SIMILAR ALTERNATIVE DEVELOPMENT.

WITHIN PLANNING AREAS P1.A, P2, AND P4:

- SIDE AND REAR SETBACKS ON ADJOINING LOTS MAY BE REDUCED TO 0', WHILE MAINTAINING A BUILDING SEPARATION OF 15' FOR APPROVED PATIO HOMES, TOWNHOMES AND OTHER SIMILAR ALTERNATIVE DEVELOPMENT.
- REAR SETBACKS FOR SINGLE-FAMILY DETACHED HOMES ADJOINING A COMMON ALLEY MAY BE REDUCED TO 13'.

⁷ REFERS TO PERIPHERAL BOUNDARY OF MERIDIAN (SEE PLANNING AREAS 'A', 'B', AND 'C', SHEET 2 AND 3)

⁸ SETBACK MEASURED AT BACK OF STREET CURB

^{9(a)} UP TO 450 DUS MAY BE TRANSFERRED INTO PLANNING AREAS A AND/OR B. THE ABSOLUTE MAXIMUM NUMBER OF UNITS WITHIN PLANNING AREA C SHALL BE 2,500 LESS THE ACTUAL NUMBER OF DUS TRANSFERRED INTO PLANNING AREAS A AND/OR B.

^{9(b)} 900 UNITS MAX. IN THE SOUTH (P9 AND P10)

^{9(c)} THE MAXIMUM NUMBER OF UNITS WITHIN PLANNING AREAS A AND/OR B SHALL NOT EXCEED 2,700 UNITS. HOWEVER, IF ANY OR ALL OF THE REQUIRED 375 AHU (NOTED WITHIN COMMITMENT 8) ARE PLACED INTO PLANNING AREAS A AND/OR B, THE MAXIMUM OF 2,700 UNITS WOULD INCREASE BY THE NUMBER OF AHUS. HOWEVER, IN NO CASE WOULD THE ACTUAL TOTAL NUMBER OF DUS IN PLANNING AREAS A AND/OR B EXCEED 3,075 UNITS.

¹⁰ MAY BE REDUCED TO 0 TO ALLOW FOR ATTACHED TOWNHOUSE ON SEPARATE LOTS.

¹¹ MAX 40' FOR AREA P10, WITHIN PLANNING AREA 'C', UP TO 500' WEST OF CHAMBERS ROAD

¹² SEE SECTION G 2 REGARDING THE PERIPHERAL BOUNDARY SETBACK

¹³ IN ORDER TO PROVIDE FOR INTEGRATED NON-RESIDENTIAL DEVELOPMENT ON ADJOINING PLATTED LOTS, THE REAR AND SIDE SETBACKS FOR NON-RESIDENTIAL DEVELOPMENT (EXCLUSIVE OF PARKS, OPEN SPACE, GOLF COURSE OR GREENBELTS) SHALL BE ZERO (0) FEET IF THE PLATTED LOT ON WHICH THE NON-RESIDENTIAL DEVELOPMENT IS OCCURRING ABUTS A PLATTED LOT ON WHICH NON-RESIDENTIAL DEVELOPMENT (EXCLUSIVE OF PARKS, OPEN SPACE, GOLF COURSE OR GREENBELTS) HAS OCCURRED, IS OCCURRING, OR WILL OCCUR.

¹⁴ THE TOTAL MAXIMUM DUS WITHIN PLANNING AREAS A, B AND C SHALL NOT EXCEED 4,750 DUS; EXCEPT THAT IF ANY OF THE AFFORDABLE HOUSING UNITS (NOTED WITHIN COMMITMENT 8) ARE PLACED INTO PLANNING AREAS A AND/OR B, THOSE AHUS SHALL NOT BE COUNTED AS PART OF THE AFORESAID MAXIMUM 4,750 DUS. AS SUCH, FOR EXAMPLE, IF ALL 375 AHUS WERE PLACED INTO PLANNING AREA A, THE ACTUAL POTENTIAL MAXIMUM DUS IN THE PD WOULD RISE TO 5,125.

² **Peripheral Boundary Setback.** At points where the Peripheral Boundary Line is adjacent to, contiguous to, or located within a public road or right-of-way, the setbacks for structures shall be 75 feet (with the exception of attached residential in PA 'C', which shall be 40 feet); otherwise, the setbacks for structures shall be 40 feet. This setback requirement shall apply only to structures and not to any other improvements such as landscaping, streets, surface parking lots, drives and other parking facilities (excluding parking structures), sidewalks and other similar improvements. In addition, signs identifying Meridian International Business Center ("MIBC Signs") shall not be subject to the foregoing peripheral boundary setback requirement or to the other setback requirements set forth in Section G, but instead shall be subject to the following requirements unless otherwise approved by the Director of Community Development: no MIBC Sign shall be located closer than thirty-five (35) feet to the boundary of the road right-of-way in which a Peripheral Boundary Line is located. The number of MIBC Signs to which this alternative setback requirement shall apply shall be (a) one such sign at each access point to Meridian, plus (b) one such sign along the Interstate 25 side of Meridian other than the signs at the access points, plus (c) one such sign along each side of Highway E-470 other than the signs at the access points. In addition, no setback from the Peripheral Boundary Line shall be required along the portion of the Peripheral Boundary Line shown on Sheet 2 as being subject to the Airport exception. Sight distance at all intersections and driveways shall be in accordance with County criteria without regard to the setback criteria otherwise required by this development plan. Notwithstanding the foregoing, the setback from the Peripheral Boundary Line shall be a minimum of 20 feet for all single-family detached residential units and 20 feet along the west boundary of area P1, the east boundary of area P3, the north and west boundary of area P5, the north and east boundaries of area P7, and the northeast boundary of area P8 (provided that in such locations the 20-foot Peripheral Boundary Line setback shall be in addition to the side, rear and/or front setbacks required pursuant to the table and footnotes in Section G.1 above).

³ **Parking Standards.** Parking for all new development in Meridian shall comply with the parking standards in effect from time to time under the Zoning Resolution.

⁴ **Surface Parking Setbacks.** Surface parking areas shall not be permitted closer than ten (10) feet from side or rear property lines unless the setback requirement for the subject lot is less than ten (10) feet, in which case surface parking areas must comply with the lesser setback requirement. In addition where nonresidential development abuts residential development the parking areas for the non-residential development shall be setback 20' from the abutting property line. Where parking areas will be contiguous and accessible to parking on adjacent lot(s), the parking may extend to the property line if part of a unified project.

⁵ **Avigation.**
 (a) The Meridian PD is subject to Section 19 (Centennial Airport Review Area - Overlay District) of the Zoning Resolution. Various elements of the Centennial Airport Review Area are depicted on this Development Plan. However, the County acknowledges that the Fan Safety Zone exemption described in Section 1906.01.2(2) of the Zoning Resolution applies with regard to the portion of Planning Area 'A' that was originally included in the Bradbury Section 2 Planned Development recorded June 26, 1992 at Reception No. 9222693, meaning that all of the uses originally permitted in such area pursuant to the Bradbury Section 2 Planned Development are "grandfathered" (i.e., still permitted) so long as they do not conflict with the Chart of Permitted Uses included at Section F.10 of this Development Plan.

(b) Owner waives, remises and releases any right or course of action it may have now have or which it may have in the future against the County, its officers, employees, and agents related to or resulting from the passage of aircraft in the airspace above Meridian.
 (c) An Avigation and Hazard Easement affecting certain property in Meridian has been legally executed. Said easement document can be found in Book 1063, Page 507, of the County Clerk and Recorder.
 (d) All lands contained within Meridian shall comply with F.A.A. Part 77 Height and Obstruction Criteria.
 (e) Prior to receiving a building permit from the County, the applicant shall comply with Section 1906.03 of the Zoning Resolution concerning notification of the F.A.A. utilizing Form 7460.

⁶ **Building Shadows.** No building shall be permitted to cast a shadow on Highway E-470 or any other Federal or state highway or County arterial roadway over the entire road surface for more than one hour in the time period 10:00 a.m. to 3:00 p.m. or cast a shadow for a length of 150 feet or more along the length (at the centerline) of said road(s).

⁷ **Planting for Outdoor Storage Areas.** For all outdoor storage areas of 0.5 acres or more, the following standards shall apply:
 (a) Interior islands shall be provided at a ratio of 1000 square feet for each 1.0 acre of outdoor storage area.
 (b) Said islands shall be planted with a minimum of three two-inch caliper or larger trees per 1000 square feet of island. At least 75% of the ground plane shall be covered by shrubs or groundcovers when such plants reach maturity, the remainder may be covered by mulch materials.

⁸ **Mitigation of Visual Impacts of Certain Uses.** All outdoor storage in Meridian shall be screened in the manner required by a Design Control Committee pursuant to Protective Covenants. If any concrete, mortar, and asphalt batching plant located in Meridian, whether as a use by right or as a use by special review, creates any adverse visual impacts on any other site in its vicinity, those impacts shall be mitigated by the use of screening and/or trees to the extent and in the locations necessary and appropriate to reduce those impacts.

⁹ **Gross Open Space.** A minimum of 30% of the total Gross Land Area within Meridian shall qualify as Open Space at all times. Such requirement applies only to the total Gross Land Area and shall not be construed as requiring that any particular area, lot or block contain 30% Open Space.

MERIDIAN INTERNATIONAL BUSINESS CENTER PLANNED DEVELOPMENT (PD) 14th AMENDMENT

A MAJOR AMENDMENT TO AMEND THE BOUNDARIES AND LOCATIONS OF PLANNING AREAS P9, P10, OS C.7, OS C.16, ELIMINATE PLANNING AREA OS C.14 AND OS C.17, MODIFY THE DEPICTION OF 100-YEAR FLOODPLAIN BOUNDARY, MODIFY STREET ACCESS LOCATIONS, AND MODIFY PARKS COMMITMENTS, PLANNING AREA C, 2,349 ACRES, PROJECT NO. ZR2013-011.

COMMITMENTS:

H. STATEMENT OF COMMITMENTS:

As of the date of the Seventh Amendment to this Development Plan, any commitments required pursuant to the prior versions of this Development Plan prior to this amendment that have been fulfilled are recited at the end of this Section H. Following approval of the Seventh Amendment to this Development Plan, and as long as the approved zoning shall remain in effect, the following commitments applicable to Meridian shall be binding upon the Developer and upon all its successors and assigns (including any current or proposed Districts serving these areas).

1. **Design Control Committee Representation.** The Developer agrees that one person designated by the County and reasonably acceptable to the Developer at all times during the existence of this Development Plan shall be appointed and shall serve as an associate (non-voting) member of each Design Control Committee pursuant to the terms and provisions of the Protective Covenants. The County shall have the right at any time and from time to time to replace any person so designated and appointed with a different person reasonably acceptable to the Developer.

2. **Water Quality.** The Developer hereby agrees that either the Developer or one or more Districts will participate in the Cherry Creek Basin Water Quality Authority and will abide by any rules and regulations adopted by said authority. The Developer and its successors and/or assigns agree to cooperate with regional efforts to maintain water quality. All grading and building permit applications made to the County shall include erosion control plans consistent with County standards in effect at the same time of such applications.

3. Accessibility.

(a) Participation in the E-470 half-diamond interchange shall be on a fair share basis, either through the North Meridian District or other financing mechanism acceptable to all affected property owners pursuant to an intergovernmental agreement between the North Meridian District and the County.

(b) Access to Peoria Street between Lincoln Avenue and Highway E-470 will be permitted in accordance with the letter agreement dated March 2, 1998, between Meridian International Business Center, Cordillera Corporation and the County.

(c) Access to Lincoln Avenue will be permitted in accordance with the intergovernmental agreement dated April 17, 2001, between the County, the City of Lone Tree and the Meridian District.

(d) **Schweigert/I-25 Interchange Contribution.** As a condition of approval of the Fourth Amendment to this Development Plan, the Developer agreed to contribute \$1,200,000.00 toward the estimated cost of constructing the new proposed Schweigert interchange with I-25 south of Lincoln Avenue. This \$1,200,000.00 contribution is approximately 1/18th of \$20,000,000.00, the estimated cost of such construction. The Developer's 1/18th share of the total estimated amount is based on the land area of Planning Area B as compared to the total land area of the Rampart Range Planned Development, which will also be benefited by the Schweigert/I-25 interchange. The Developer's \$1,200,000.00 contribution toward the construction costs of the Schweigert/I-25 interchange will be and hereby is effected by the Developer and the County recognizing a debit against the off-site impact mitigation credits that have accrued in favor of the Developer pursuant to Section H.5 below. It is agreed that the Developer will not be responsible for any additional contribution toward the costs of the proposed Schweigert/I-25 interchange or any other I-25 interchange within the same general area that may be proposed in the future.

(e) **Proposed East Mainstreet (Eastern Boundary to Western Boundary):** The Developer will be required to dedicate to the County in fee simple, at no cost to the County, the initial right of way and provide to the Meridian Metropolitan District the adjacent easements as shown in Exhibit C.10, Sheet 5 (on file with the Planning Division) for proposed East Mainstreet, from the eastern boundary line to the western boundary line of Planning Area 'C' within 90-days of a written request by the County or, with platting of adjacent parcels with access points onto the roadway, whichever occurs first. The District easements shall allow for roadway related improvements, inclusive of grading, drainage, sidewalk/trails, regulatory signage, traffic control devices, snow storage, and attendant maintenance as required by Douglas County. If at any time in the future a transit line, either light rail, exclusive busway, or exclusive bus lanes are funded, the developer shall dedicate, in fee simple at no cost to the County within 90 days of a written request by the County, up to 30 feet of the designated right-of-way identified for that purpose per Exhibit C.10 herein; and the developer or district will have no further obligations for land conveyances or construction for any such facilities; or as the original roadway will be aligned as shown, for any attendant required roadway alignment, construction, or reconstruction. The Developer will be required to rough grade the full width of proposed East Mainstreet in accordance with the preliminary plans prepared by Civil Design Group dated June 1, 2004, within (+/-) 0.5' and construct half of the full four-lane sections as they develop adjacent to the proposed East Mainstreet or when the proposed East Mainstreet is required in order to serve parcels in Planning Area 'C'. The Developer will also be responsible for constructing all required improvements along the proposed East Mainstreet for the intersection of the main north/south road extending from Lincoln Avenue south through the Planned Development (the "Spine Road") as well as the access points into P5, P6, P7, P8, and P9, including the school and fire station sites.

(f) **Lincoln Avenue:** In consideration of the conveyance of County owned property at the southeast corner of West Parker Road and Lincoln Avenue by the County to MB Land, LLC up to an additional 25.5' feet of right-of-way within the 310-foot buffer comprised of areas OS C.1 and OS C.2 within Planning Area "C" will be reserved for future dedication, if needed, to Douglas County along the entire frontage of Lincoln Avenue. The right-of-way will be dedicated in fee simple and at no cost to the County. The Developer will be responsible for all the necessary intersection improvements at the intersection of Lincoln Avenue and Meridian Village Parkway, including any necessary widening of Lincoln Avenue due to the intersection connection of Meridian Village Parkway. The Developer will be required to construct a sidewalk/trail along the entire frontage of Lincoln Avenue.

(g) **Chambers Road:** A right-of-way as shown in Exhibit C.6, Sheet 4 (on file with the Planning Division) for Chambers Road will be dedicated to Douglas County in fee simple, at no cost to the County and will be conveyed to the County within 90 days of a written request by the County. Slope/drainage easements for the construction of Chambers Road outside of the required right-of-way will be conveyed to Douglas County within 90 days of a written request by the County. As the Developer is conveying all required right-of-way for this portion of Chambers at no cost to Douglas County, construction of the full roadway will be a County responsibility, provided that the Developer shall be responsible for constructing all required intersection improvements along Chambers Road for the access points into areas P10, OS C.7, OS C.8 and OS C.16. The Developer acknowledges that access from Chambers Road to areas P10 and OS C.8 will not be permitted until the extension of Chambers Road is constructed. Should the Developer elect to build any portions of the roadway necessary to achieve such access prior to the time Douglas County is able to fund and build this section of Chambers, the County and Developer may mutually agree to offset any such costs against other required Developer commitments as defined herein. The Chambers Road buffer to P10 will provide for the implementation of a varied, soft visual edge such as an articulated masonry wall and landscape buffer setback 40' from back of curb as shown on Exhibit C.6, Sheet 4 (on file with the Planning Division).

(h) **Existing Alignment of West Parker Road:** The alignment of existing West Parker Road will be maintained through Planning Area 'C' east of Meridian Village Parkway in order to provide access to existing parcels outside of this Planned Development. The right-of-way for the portion of existing West Parker Road west of Meridian Village Parkway and within Planning Area "C" may be vacated in conjunction with the subdivision of the adjoining parcels and the providing of alternate access via Meridian Village Parkway. The Developer will be responsible to re-align the connection of existing West Parker Road east of Meridian Village Parkway as it ties into Meridian Village Parkway. If the alignment of existing West Parker Road east of Meridian Village Parkway is needed as access to any of the parcels in Planning Area 'C', the Developer shall be responsible for making its fair share of the necessary roadway improvements in accordance with the County's criteria. The Developer will quit-claim to Douglas County any and all of Developer's interest in the existing right-of-way for existing West Parker Road east of Meridian Village Parkway along the boundary of each planning area east of Meridian Village Parkway that is adjacent to the existing alignment of existing West Parker Road as each area develops.

(i) **Meridian Village Parkway between Lincoln Avenue and East Mainstreet:** The Developer will be required to dedicate right-of-way and roadway easements for the Meridian Village Parkway to Douglas County in fee simple at no cost to the County. The Developer will be responsible for all improvements within the right-of-way and easements. The roadway easements shall allow for all roadway improvements and roadway related improvements including drainage, sidewalks/trail, regulatory signage, traffic control devices, snow storage, and maintenance of allowed uses by Douglas County.

(j) **General ROW Dedication Requirements.** Rights of way and necessary attendant easements will be dedicated or otherwise conveyed at no cost to the County. Conveyances will be made within 90 days of written request from the County if in advance of platting. Rights of way will be extended to one foot outside the curb lines of these roadways. The balance of the typical County right of way sections will be in District easements with the County retaining surface easements for all roadway improvements and roadway related improvements including drainage, sidewalks/trail, regulatory signage, traffic control devices, snow storage, and maintenance of allowed uses by Douglas County.

(k) **Lands East of Area P3.** At the time of final platting of individual lots within area P3 of Planning Area "C", the Developer will give consideration to providing access for emergency vehicles for the areas outside of Meridian to the east of area P3 and will make any dedications required by the County for such emergency access at the time of platting. In addition, at the time of sketch plan, the Developer will make any provisions required by the County to facilitate pedestrian connectivity between such areas.

(l) **West Parker Road Access.** The existing alignment of West Parker Road through Planning Area "C" east of Meridian Village Parkway will be preserved in order to retain access to existing parcels not a part of this Planned Development. The Developer will be responsible for any necessary intersection realignments at Meridian Village Parkway. If any parcels within this Planned Development access the existing portions of West Parker Road east of Meridian Village Parkway the Developer will be responsible for improvements to these sections in accordance with County criteria at the time of final platting of these parcels.

(m) **Interior Roadways.** Interior roadways will be conveyed via the platting process. At the time a final plat is filed for each parcel a determination as to whether such roadways will be public or private will be made at the time of platting and applicable County standards with respect to such facilities may apply at that time.

(n) **Traffic Signalization:** Traffic signals are anticipated at the locations shown on the Conceptual Plan shown in this document for Planning Area 'C'. New traffic signals may only be provided in accordance with Douglas County criteria. Upgrades to the traffic signal at the intersection of Lincoln Avenue and the Spine Road will be in accordance with Douglas County criteria. In the event a traffic signal warrant is met at one of the intersections and a District or the Developer is unable or unwilling to provide the traffic signal, the County will limit the movement as necessary.

(o) **County Rights-of-Way vs. District Easements:** Where potential future right-of-way may be needed in District easements as depicted in Exhibits C.5 thru C.10 on Sheets 4 and 5 of the Supplement Exhibits for this PD, (on file with the Planning Division) said portions of such easements will be conveyed to Douglas County, in fee simple at no cost to Douglas County, within 90 days of a written request by the County.

(p) **Future Trail Connection to Ridgeway Property to the West:** In order to promote pedestrian connectivity, the trail on the east side of Badger Gulch shall be constructed to the west property line for connection to future trail improvements within the Badger Gulch corridor. The southern end of the OSC. 12 open space and northern end of the OSC. 14 trail corridor shall connect to internal streets and are intended to connect to adjacent, future development to the west.

4. **Publicly Accessible Open Space and Recreational Facilities.** The Developer agrees that publicly accessible Open Space and recreational facilities shall be provided in Meridian to the extent necessary to meet the market demand and as required below in this Section. The publicly accessible Open Space and recreational facilities required pursuant to this Development Plan shall be developed and improved generally on a basis consistent with the overall quality of development within Meridian. The parks and trails facilities within any given Planning Area will be completed at a rate roughly proportional to the rate of completion of residential or nonresidential units as measured by issuance of certificates of occupancy within each planning area or within the development as a whole. All such Open Space and recreational facilities that are intended to be publicly owned may be dedicated to a District that has agreed to operate and maintain such Open Space or recreational facilities. Maintenance responsibilities and costs shall be determined at the time of platting, with the intent that maintenance will be provided at no cost to the County by a District or other appropriate entity to which the applicable areas have been dedicated, except for the regional trail in OSC.9

The following provisions apply respectively to Planning Area A, Planning Area B and Planning Area C:

(a) Planning Area "A".

(1) The following areas within Planning Area "A" are publicly accessible Open Space or recreational facilities and shall be credited toward the publicly accessible dedication requirements for Meridian:

Cottonwood Gulch Greenbelt (OS A.1)	18.2 acres
Entry Park Area (OS A.2)	12.6 acres
Belford Rec. Area (OS A.3)	11.9 acres
Liberty Park/Greenbelt (OS A.4 & other lands)	20.0 acres
Peoria Park/Greenbelt (OS A.5)	9.6 acres
Meridian Blvd./Belford Trails (OS A.6)	7.8 acres
Total	80.1 acres

(2) Areas OS A.1 and OS A.2 within Planning Area "A" are to be publicly accessible Open Space. Ownership of these Open Space areas may be vested in a District with maintenance thereof administered by the District at no cost to the County. The improvements within Areas OS A.1 and OS A.2 within Planning Area "A" will be available in perpetuity for recreational use by the public.

(3) The Developer will receive a publicly accessible land dedication credit of \$506,513 for contributing the land for trails within Planning Area "A" and for the dedicated publicly accessible Open Space in area OS A.2 within Planning Area "A", and the Developer shall spend \$180,050 in constructing trails, revegetation and active recreational improvements in these same areas at no cost to the County.

(b) Planning Area "B"

(1) The Developer, its successors and assigns agree that in connection with the development permitted in Planning Area "B" the Developer will fulfill the neighborhood park and the open space and trails commitments made in the Meridian Commons Zoning and Platting Commentary dated October 13, 1999, and submitted by the Developer to the Board of County Commissioners at its public hearing concerning the Fourth Amendment to this Development Plan held on October 13, 1999 in the amount of \$1,181,250.00. Improvements to be credited toward this commitment can include: (i) reserving up to 5.5 acres and the construction of a public park in the northeast corner of Planning Area "B"; (ii) providing a publicly accessible Open Space area of approximately 6.5 acres within the 100-year flood plain of Happy Canyon Creek within Planning Area "B", which publicly accessible Open Space area will include an appropriate pedestrian trail; and (iii) providing a network of trails/sidewalks within Planning Area "B" providing access to the public park identified in item (i) above. Items (i) and (ii) above will be completed by July 1, 2001. Each segment or portion of the trails/sidewalks contemplated by item (iii) above will be constructed coincident with development of the particular portion of Planning Area "B" served by such segment or portion.

(2) The approximate limits of the 100 year corridor of Happy Canyon Creek within Planning Area "B" shown in this Development Plan are based on the interpretation by Carroll & Lange, Inc. of the Flood Hazard Area Delineation Study done by Howard, Needles, Tammen & Bergendoff for the Urban Drainage and Flood Control District dated November, 1977 for said Happy Canyon Creek. The area of Planning Area "B" within the 100 year floodplain of Happy Canyon Creek (approximately 6.5 acres) will not be included as part of any platted lots but instead will be maintained as a greenbelt/trail area. The approximate location of this 100 year floodplain is depicted on this Development Plan; however, the precise dimensions of this area will be determined at the time of final platting and may not conform exactly to the depiction on this Development Plan.

(c) Planning Area "C"

The Developer, its successors and assigns agree that in connection with the development permitted in Planning Area "C" it will fulfill the following commitments relating to parks and trails: (1)(a) provide up to 18.6 acres of parks distributed within Planning Area P9 and OS C.16, to include the provision of a dog park, and (1)(b) a trail underpass under Chambers Road to provide access to the east side of Chambers Road. The Developer acknowledges that these provisions will not exist until the extension of Chambers Road is constructed; (1)(c) provide an 8' paved regional trail link in OS C.8; (1)(d) provide an unimproved equestrian corridor in OS C.8; (2) Provide up to 16.5 acres for two neighborhood parks, one located within area P7 (the school site north of West Parker Road) and the other along the east side of Badger Gulch (a portion of area OS C.12); (3) provide up to 42.5 acres for pocket parks within future neighborhoods located throughout Planning Area "C". This total includes a minimum 3 acre neighborhood park within the area of P3; (4) provide up to 6.6 acres for a community activity spine along the Meridian Village Parkway; (5) provide up to 11.0 acres for a multi-use regional trail system network within Planning Area "C"; (6) provide an Open Space area of approximately 15.4 acres to provide for a 310-foot offset buffer immediately south of Lincoln Avenue in areas OS C.1 and OS C.2; (7) provide an Open Space

area of approximately 18.6 acres within the Badger Gulch corridor; (8) provide an Open Space area of approximately 2.5 acres within the Happy Canyon Creek corridor; (9) provide approximately 5.4 acres for a regional trail corridor in area OS C.9; (10) provide a total of 68 acres of open land, park land and/or recreational facilities in P9, which may be privately owned or publicly dedicated and may include some of the pocket parks described in item (3) above; (11) provide an open space/landscape buffer from the south side of the right-of-way for East Main Street for the entire length of P9 at an average depth of 80'; (12) the east-west Regional Trail Corridor alignment, as shown on Sheet 9, is conceptual. A refined alignment for the corridor shall be established through the review and approval of a refined alignment plan, which indicates required grading and slopes, at the time of the first residential sketch plan within Planning Areas P9 and P10. Ownership, construction and maintenance responsibilities for the reconfigured trail shall be memorialized in a tract and easement through the platting process. The trail alignment and construction shall be established through the subdivision approval process for adjacent residential filings within Planning Areas P9 and P10; and, (13) the Planning Area P9 interior trail corridor shall be an average of 100-feet in width. The continuity of this trail shall be aligned so as to minimize mid-block crossings and may require that street intersections be sited in close proximity to the corridor. The trail surface shall be constructed to the western property line of the PD boundary to accommodate future pedestrian and neighborhood connections to adjoining developments.

It is acknowledged that some of the areas listed are in addition to the acreage commitment being made by the Developer to meet the park, trails, and open space dedication formula requirement. The Developer does commit, however, that the total acreage of the areas provided as described above will equal at least 118 acres. If the residential density is lower than the maximum permitted, the park dedication commitments can be adjusted accordingly.

The lands within areas OS C.1, OS C.2, OS C.8 and OS C.9 will be dedicated to a District or other appropriate governmental authority at the time that Planning Area "C" is initially subdivided. The other lands will be dedicated to a District or other appropriate governmental authority on or before the time that the improvements made by the Developer in such areas are completed. Notwithstanding the foregoing, OS C.6 may be included within the lot or lots platted in Area P8 (and need not be platted as a separate tract) so long as the area within OS C.6 is included within an open space easement on the applicable final plat(s).

The Developer agrees to expend no less than \$3,500,000.00 in the aggregate on park, trails, recreational facilities and related improvements within the areas described above in this Section H.4(c). The improvements within each area will be completed according to the timing requirements described in the first paragraph of this Section H.4.

5. **Mitigation Credits.** The Developer, the Developer's predecessors, and the Meridian District, by virtue of the actions, expenditures and conveyances described below have made substantial contributions toward mitigating potential off-site impacts of development within Meridian, which by agreement of the County exceed standard requirements. In recognition of this, the Developer and the County agree that these credits may be used in whole or part toward meeting Meridian's current or future obligations with respect to any mitigation/impact fee, service cost recovery, concurrency or cost recovery process in effect as of the date of the Seventh Amendment hereto, or as may be adopted by the County in the future; and further that the County shall not impose any regulations or process requiring such as mitigation/concurrency within Meridian unless same are applied uniformly throughout the County on a reasonably uniform and consistent basis.

MITIGATION CREDIT	
1. LINCOLN AVENUE/I-25 INTERCHANGE LAND AND SLOPE EASEMENTS	\$295,000.00
2. LINCOLN AVENUE BETWEEN I-25 AND PEORIA STREET LAND AND RIGHT-OF-WAY IMPROVEMENTS	\$2,476,000.00
3. E-470 - LAND AND SLOPE EASEMENTS	\$2,971,452.70
4. PARKER FIRE PROTECTION DISTRICT FIRE STATION LAND SITE AND IMPROVEMENTS	\$215,000.00
5. LINCOLN AVENUE - LAND	\$1,900,000.00
6. E-470 - LAND AND SLOPE EASEMENTS FOR RAMPS	\$1,181,070.00
TOTAL CREDITS	\$9,038,522.70
LESS: APPLIED TO SCHWEIGERT/I-25 INTERCHANGE	(\$1,200,000.00)
NET CREDITS	\$7,838,522.70

Nothing contained above shall be deemed to limit or to restrict in any way the imposition of mill levies or other exactions on or with respect to the land subject to this Development Plan for purposes of funding construction, operation and maintenance of Highway E-470, either through the creation of bonded indebtedness or otherwise.

MERIDIAN INTERNATIONAL BUSINESS CENTER PLANNED DEVELOPMENT (PD) 14th AMENDMENT

A MAJOR AMENDMENT TO AMEND THE BOUNDARIES AND LOCATIONS OF PLANNING AREAS P9, P10, OS C.7, OS C.16, ELIMINATE PLANNING AREA OS C.14 AND OS C.17, MODIFY THE DEPICTION OF 100-YEAR FLOODPLAIN BOUNDARY, MODIFY STREET ACCESS LOCATIONS, AND MODIFY PARKS COMMITMENTS, PLANNING AREA C, 2,349 ACRES, PROJECT NO. ZR2013-011.

COMMITMENTS:

6. **Other Land Dedications and Conveyances:** Following approval of the Seventh Amendment to this Development Plan, and as long as the approved zoning shall remain in effect, the following land dedication commitments within Planning Area C and as applicable to Meridian shall be binding upon the Developer and upon all its successors and assigns, including any District:

(a) The Developer and its successors and/or assigns agrees to convey to the Parker Fire Protection District, in fee simple and without cost, a site of up to 1.5 acres located near the intersection of West Parker Road and the Spine Road for the exclusive purpose of constructing and operating a new fire station. The Developer and its successors and/or assigns understand that construction of the new fire station would occur at approximately the 50% occupancy stage of the proposed development. Dedication of the site will occur at such time as the Parker Fire Protection District is prepared to construct the new fire station. If the dedication is requested sooner by the Parker Fire Protection District, the Developer will make the dedication sooner but only if the Parker Fire Protection District grants the Developer a right of first refusal on materially the same terms as applies to lands dedicated for parks and schools pursuant to Colo. Rev. Stat. § 38-28-133(4)(a)(II).

(b) The Developer and its successors and/or assigns agrees to convey to the Douglas County School District, in fee simple and without cost, a ten-acre site located near the intersection of West Parker Road and the Spine Road for exclusive purpose of constructing and operating a new elementary class room school facility. The Developer and its successors and/or assigns understand that construction of the new elementary class room school facility would occur at approximately the 50% occupancy stage of the proposed development. Dedication of the site will occur at such time as the Douglas County School District is prepared to construct the new elementary class room school facility, or earlier if so requested by the County, but in any event subject to the terms and provisions of Colo. Rev. Stat. § 38-28-133(4)(a)(II).

7. **Commitment by the County - Airport Land:** Prior to initial approval of this Meridian PD, the Developer's predecessor conveyed to the Arapahoe County Public Airport Authority (the "Authority"), without cost to the Authority, approximately seventy-five (75) acres of land located immediately to the north of Meridian (the "Airport Land"). If the Airport Land is not needed strictly for airport aviation use or operations the Developer will make efforts to obtain a conveyance of title to the Airport Land from the Authority to the Developer or to persons or entities designated by the Developer. The County agrees to assist and cooperate with the Developer in any reasonable manner in connection with these efforts or any other acceptable means of ensuring the Airport Land is not used for uses or development that would either compete or conflict with those permitted in Meridian.

8. **Attainable Housing:** The Developer commits to provide within Meridian 375 attainable housing units ("AHUs"). The required AHUs may be constructed in any area of Meridian in which residential dwellings are permitted under this Development Plan. Any of the AHUs constructed in any area of Meridian outside of Planning Area "C" will not count against the total number of dwelling units permitted in either Planning Area "C" or the area within which they are constructed. Any of the AHUs constructed within Planning Area "C" will count against the total number of dwelling units that are permitted in Planning Area "C".

The County shall provide the Developer in each calendar year a right of first refusal for two-thirds (2/3) of the Private Activity Bonds ("PABs") allocated to the County by the State of Colorado in such calendar year pursuant to Colo. Rev. Stat. § 24-32-1706. On or about January 15th of each year, the Developer may request from Douglas County written verification as to the amount of Private Activity Bond funding, if any, available to Douglas County for that calendar year and correspondingly to the Developer based upon the two-thirds (2/3) allocation noted above. Upon receipt of such request, Douglas County shall respond to the Developer within two weeks. The Developer shall have until April 1 of each calendar year to notify the County of its intent to use all or any portion of the total PABs available for use by the Developer. If the Developer gives notice of its intent to use all or any portion of the available PABs, then the Developer's notice to the County will include a description of the project(s) (including the specific developer(s) of the individual project(s)) that will utilize the PABs in accordance with the Colorado Department of Local Affairs Private Activity Bond program and applicable local, state and federal regulations pertaining thereto. Thereafter, the specific developer of the project will be required to reasonably demonstrate to the County by August 31 of the calendar year that the project is viable and will proceed. If the Developer fails to comply with the above-described deadlines and requirements, the PABs that would have been available for use by the Developer may be released from the Developer's right of first refusal and made available for use by other qualified parties. So long as the Developer does meet the above-described deadlines and requirements, the County shall not offer the Developer's two-thirds share of the County's allocated PABs to any other party or relinquish such PABs back to the State of Colorado. The Developer's right of first refusal with regard to PABs as described above shall remain in effect through the year 2012, or until all required AHUs are completed, whichever is first. If, in any year that the County is unable to offer PABs to the Developer as described above (an "Abeyance Year"), the Developer will not have any obligation to construct AHUs pursuant to this Section as a condition to receiving building permits for any non-AHU residences in such Abeyance Year. In such case, the Developer shall be entitled to receive building permits for non-AHU residences during the Abeyance Year. If an Abeyance Year occurs, then the Developer's obligation to construct AHUs as a condition to receiving non-AHU building permits will resume in the next calendar year in which the County is able to offer PABs to the Developer as described above in this Section; provided, however, notwithstanding the provisions of the following paragraph, the number of AHUs the Developer is required to construct in the years following any Abeyance Year shall not exceed, for each such year, the number of AHUs that can be financed with the PABs offered by the County to the Developer in such year. If Abeyance Years occur for five consecutive calendar years, then the Developer's obligation to construct AHUs as a condition to receiving non-AHU building permits pursuant to this Section shall forever terminate, and the Developer shall not be required to construct any additional AHUs within the Meridian PD.

Except as provided in the preceding paragraph, a minimum number of AHUs must be constructed prior to the issuance of non-AHU residential building permits as follows: 190 AHUs must be constructed prior to issuance of building permits for more than 1,000 non-AHU residential units within Planning Area "C"; and 185 AHUs must be constructed prior to issuance of building permits for more than 1,500 non-AHU residential units in Planning Area "C".

A housing unit will qualify as an AHU pursuant to this Section if at the time of development, (a) the unit qualifies as affordable or attainable housing pursuant any governmental program operating in the State of Colorado that follows guidelines similar to those used by the U.S. Department of Housing and Urban Development (HUD) or the Colorado Housing and Finance Authority (CHFA) for both rental and homeownership; or (b) the unit meets the following limitations on maximum initial monthly rent or maximum initial sales price.

Initial sales prices and rental rates will be as shown in the following table, which are agreed to be affordable to households with incomes at 80 percent (80%) or less of the Denver Area Median Income (AMI) as published by the United States Department of Housing and Urban Development ("HUD"). Qualifying maximum rental rates are based upon income and rent schedules for Douglas County as published by CHFA, which are adjusted annually.

UNIT TYPE	MAX. RENT PER MONTH	MAX. SALES PRICE
Studio	\$979.00	\$123,205.00
One Bedroom	\$1,048.00	\$142,566.00
Two Bedroom	\$1,258.00	\$161,926.00
Three Bedroom	\$1,453.00	\$180,407.00
Four Bedroom	\$1,621.00	\$198,868.00

Qualifying maximum rents as described above are based upon assuming two person occupancies for studio and one-bedroom units, and four person occupancies for all other units. Qualifying maximum home sales prices as described above are calculated based upon household incomes as published by HUD annually and upon the occupancy assumptions shown in the following table.

UNIT TYPE	HOUSEHOLD SIZE
Studio	One person household
One Bedroom	Two person household
Two Bedroom	Three person household
Three Bedroom	Four person household
Four Bedroom	Five person household

The above-described initial sales prices and rental rates are base rental rates and sales prices, without taking into account optional upgrades or other similar items. The maximum initial sales prices and rental rates described above are based on year 2004 HUD household incomes and will be recalculated annually for new AHU development following year 2004 according to the lesser of: (a) the annual increase in the Consumer Price Index for All Items, All Urban Consumers in the Denver metropolitan area (the "CPI"), or (b) household income equal to 80 percent (80%) of the Denver Area Median Income (AMI) as defined by the United States Department of Housing and Urban Development ("HUD") for each calendar year. In recalculating the maximum initial sales prices for new development after 2004 based on household income equal to 80% of AMI, the following assumptions shall be used: (a) 30% of gross monthly income available for housing; (b) self-amortizing 30-year mortgage loan with a down payment of five percent (5%) and an annual interest rate of six percent (6%); (c) annual property taxes using the most recent assessed valuation rate for residential property and the applicable average mill levy within the Meridian PD; (d) casualty insurance with an annual premium of 0.5% of the home price; (e) private mortgage insurance with an annual premium of 0.8% of the home price; and (f) monthly homeowners association dues equal to the average dues payable for previously constructed for-sale AHUs within the Meridian PD.

Compliance with the requirements of this Section will be demonstrated by the completion of a written certification (a "Certification") in a form to be prepared by Douglas County that attests to satisfaction of the qualification requirements for AHUs described above. The verification forms shall be executed by the buyer or renter and the Meridian Design Control Committee, and provided to the Douglas County Community Development Department within 90 days after closing or execution of a lease. The receipt by the Community Development Department of such a Certification will, without further action, satisfy the requirements of this Section with respect to qualification as an AHU for meeting the required number of AHUs as set forth herein; provided, however, that any Certification submitted with erroneous or fraudulent material information shall be considered null and void and result in the AHU in question being disqualified if written notice of such invalidation is given by the County to the Design Control Committee within 180 days after the County's receipt of the Certification. The County, at its election, may request that all such Certifications be delivered to the Community Development Department on a quarterly basis rather than within 90 days after each initial rental or sale closing.

Reasonable measures shall be established by the Developer, its successors, and assigns to ensure that the AHUs are not the subject of buyer speculation at the time of initial sale through the purchase of multiple units by a single buyer.

9. **Wildlife Conservation in Planning Area 'C':** The Developer acknowledges the desirability of protecting and enhancing wildlife habitat and corridors in Planning Area 'C' that may be impacted by the development. As set forth in Exhibit C.4 on Sheet 3 of the Supplemental Exhibits for this PD on file with the Community Development Department, the Developer has incorporated planting criteria for certain areas such as Badger Gulch to achieve this goal. Specifically, a buffer setback zone of 25 feet will be established along the west side of Area P2 along with a wildlife open space corridor with an average width of at least 160 feet for an approximate length of 500 feet along the portion of Badger Gulch adjoining Area P2. Additionally, a buffer setback zone of 25 feet will be established along the west side of Area P4 along with a wildlife open space corridor with an average width of at least 140 feet for an approximate length of 970 feet along the portion of Badger Gulch adjoining Area P4. Both of the wildlife open space corridors will be enhanced with streamside vegetation plantings. Maintenance of the landscape plantings in such areas shall be provided at no cost to the County by the District or other appropriate entity. The improvements within each area will be completed according to the timing requirements described in the first paragraph of this Section H.4.

10. **Water Conservation:** The Developer, its successors and assigns, agrees to abide by the water conservation guidelines for Planning Area 'C' as set forth by the Meridian Villages Design Control Committee and Meridian Metropolitan District which include in part criteria relative to water reuse for irrigation, water use allotments, and extensive utilization of native and drought tolerant plantings in lieu of irrigated turf.

11. **Previously Fulfilled Commitments:** The Meridian PD 6th Amendment as well as the Meridian International Business Center North PD (First Amendment) both contained certain commitments on the part of the developer that have already been fulfilled. Such previously fulfilled commitments have not been restated or incorporated herein. The following sections contain a description of such previously fulfilled commitments. Those commitments not described below have been incorporated into the provisions of this Amendment to the Meridian PD.

(a) **Meridian PD (Sixth Amendment):** The following commitments under the Meridian PD (Sixth Amendment), enumerated under Section B.1 labeled "Commitments by the Developer" in the Meridian PD (Sixth Amendment), have already been fulfilled:

- Commitment (a) concerning cooperation in the upgrade to the Lincoln Avenue/I-25 Interchange
- Commitment (d) concerning access to unplatted areas within the Meridian PD. Some of these commitments have been incorporated into the Seventh Amendment. Otherwise, all of the road sections discussed in this section have either been completed to their full width, have been partially completed with the remaining sections being the obligation of other neighboring landowners, or are addressed by subdivision plat notes that incorporate the obligations into specific subdivision improvement requirements.
- Commitment (g) concerning the construction of a portion of Jamaica Street
- Commitment (h) concerning the parks and public Open Space within Planning Area B. Some of these commitments remain an obligation of the Developer and are incorporated into this Amendment to the Meridian PD.

(b) **Meridian International Business Center North PD (First Amendment):** The following commitments under the Meridian International Business Center North PD (First Amendment), enumerated in the section of such PD labeled "Statement of Commitments," have already been fulfilled:

- Commitment 1 concerning inclusion of the property within the North Meridian Metropolitan District
- Commitment 2 concerning dedication of public Open Space
- Commitment 6 concerning the opportunity of RTD to review the initial final plat of the property
- Commitment 7 concerning the commitment of a District to construct the necessary public improvements (this commitment is also incorporated generally into this Amendment to the Meridian PD)

12. Douglas County has previously approved 1,500 residential units within Meridian, as described within Board of County Commissioners Resolution R-996-120. Prior to site improvement plan approval within Planning Area A or B for any additional residential units arising from such 1,500 residential units, the applicant, its successors or assigns shall pay the applicable portion of the remaining school dedication cash-in-lieu fees, based on a land area equivalent of 4.31 acres. The value per acre will be determined at time of payment. This school land dedication requirement shall not be required with the development of any Affordable Housing Units located within Planning Areas A or B as described within Section H(8).

13. A Conditional Letter of Map Revision (CLOMR) shall be approved by FEMA prior to Preliminary Plan approval through the subdivision process for any portion of Planning Area P10 that is located within the 100-year floodplain.

MERIDIAN INTERNATIONAL BUSINESS CENTER PLANNED DEVELOPMENT (PD) 14th AMENDMENT

A MAJOR AMENDMENT TO AMEND THE BOUNDARIES AND LOCATIONS OF PLANNING AREAS P9, P10, OS C.7, OS C.16, ELIMINATE PLANNING AREA OS C.14 AND OS C.17, MODIFY THE DEPICTION OF 100-YEAR FLOODPLAIN BOUNDARY, MODIFY STREET ACCESS LOCATIONS, AND MODIFY PARKS COMMITMENTS, PLANNING AREA C, 2,349 ACRES, PROJECT NO. ZR2013-011.

PLANNING AREA "C" PARKS/OS EXHIBIT

PLANNING AREA "C" PARKS, TRAILS AND OPEN SPACE EXHIBIT

COUNTY PARKS & OPEN SPACE ANALYSIS

PROJECT TOTALS		ACREAGE	SF	LAND VALUE			
PARK		QUANTITY	UNIT	QUANTITY	UNIT	COST/SF	\$ VALUE
OS C.8 (See Note 6)	Local Parks (Total as noted below)	18.6	AC	810,216.0	SF	\$4.50	\$3,645,972.00
P7, PORTION OF OS C.12	2-Neighborhood Parks (>5 AC as County requires) Source: Article 10 Dedication Std., Section 1003.11.1	16.5	AC	718,740.0	SF	\$4.50	\$3,234,330.00
Subtotal Local Parks		35.1	AC	1,528,956.0	SF	\$4.50	\$6,880,302.00
P1, 3, 4, 5, 9, 10, 11 (See Note 6)	12-Pocket Parks (<5 AC) contained w/in future parcels (including a minimum 3 AC park in P3)	37.3	AC	1,624,788.0	SF	\$4.50	\$7,311,546.00
OS C.3, OS C.4	Pocket Parks (<5 AC) OSC.3 and OSC.4	5.2	AC	226,512.0	SF	\$4.50	\$1,019,304.00
Total Parks		77.6	AC	3,380,256.0	SF	\$4.50	\$15,211,152.00
SEE PLAN	Regional Trails (8' paved wide + 4'/EA side = 16' Esmnt.)	8.1	AC	351,964.8	SF	\$4.50	\$1,583,841.60
OS C.13	Regional Trails (8' wide + 6'/EA side = 20' Esmnt.) OS 13	2.9	AC	126,324.0	SF	\$4.50	\$568,458.00
OS C.9	Regional Trail Dedication (50')	5.4	AC	235,224.0	SF	\$4.50	\$1,058,508.00
SEE PLAN	3-Grade Separated Trail Crossings	3.0	EA				
SPINE ROAD 'A'	Community Activity Spine Includes: seating, activity, art, open play, tables, bb-q, shade structure	6.6	AC	285,318.0	SF	\$4.50	\$1,283,931.00
Total Trails & Crossings		22.9	AC	998,830.8	SF		\$4,494,738.60
OPEN LAND			AC				
OS C.1, OS C.2	310' OS South of Lincoln Ave (OSC.1 and OSC.2)	15.4	AC	670,824.0	SF	\$4.50	\$3,018,708.00
OS C.11	OS 11 at NW Parcel (Happy Canyon)	2.5	AC	108,900.0	SF	\$4.50	\$490,050.00
OS C.16, OS C.18, P9	Open Space	150.2	AC	6,542,712.0	SF		\$0.00
Total Open Land		168.1	AC	7,322,436.0	SF		\$3,508,758.00
		ACREAGE		SF		LAND VALUE	
		QUANTITY		UNIT		COST/SF	\$ VALUE
Project Subtotal Parks & Trails:		100.5	AC	4,379,086.8	SF	\$4.50	\$19,705,890.6
Project Subtotal Open Land:		168.1	AC	7,322,436.0	SF	\$4.50	\$19,386,378.00
PROJECT TOTALS		268.6	AC	11,701,522.8	SF		\$39,092,268.60

DOUGLAS COUNTY PARKS & TRAILS: Formula based on AC/Unit
 Source: Douglas County Article 10 Dedication Standards, Section 1003.01
 Reference: Planning Area 'C' Conceptual Plan as found on Sheet 3 of MIBC PD

OPEN LAND	DU
Dwelling Units:	
Multi Family	1,263
Single Family	1,237
Total	2,500
Dwelling Units x 0.045 acres/unit per County Formula	AC
Acres/Unit	0.045
Total AC Required	112.50

DOUGLAS COUNTY PARKS & TRAILS: Formula based on 3% of Gross Site for Non-Residential Developments of a PD
 Source: Douglas County Article 10 Dedication Standards, Section 1003.02
 Reference: Planning Area 'C' Conceptual Plan as found on Sheet 3 of MIBC PD

OPEN LAND	AC
Non-residential Areas:	
P2 (Commercial/Mixed-use)	14.8
P6 (Commercial/Mixed-Use)	13.7
Total	28.5
Gross Site Area x 3 Percent	AC
Acres/Unit	0.030
Total Acreage Required	0.86

PARK & OS FORMULA
 Source: Douglas County Article 10 Dedication Standards, Section 1003.06.03
 Combination of Land & Cash-in-Lieu per Parks & OS Division: Required

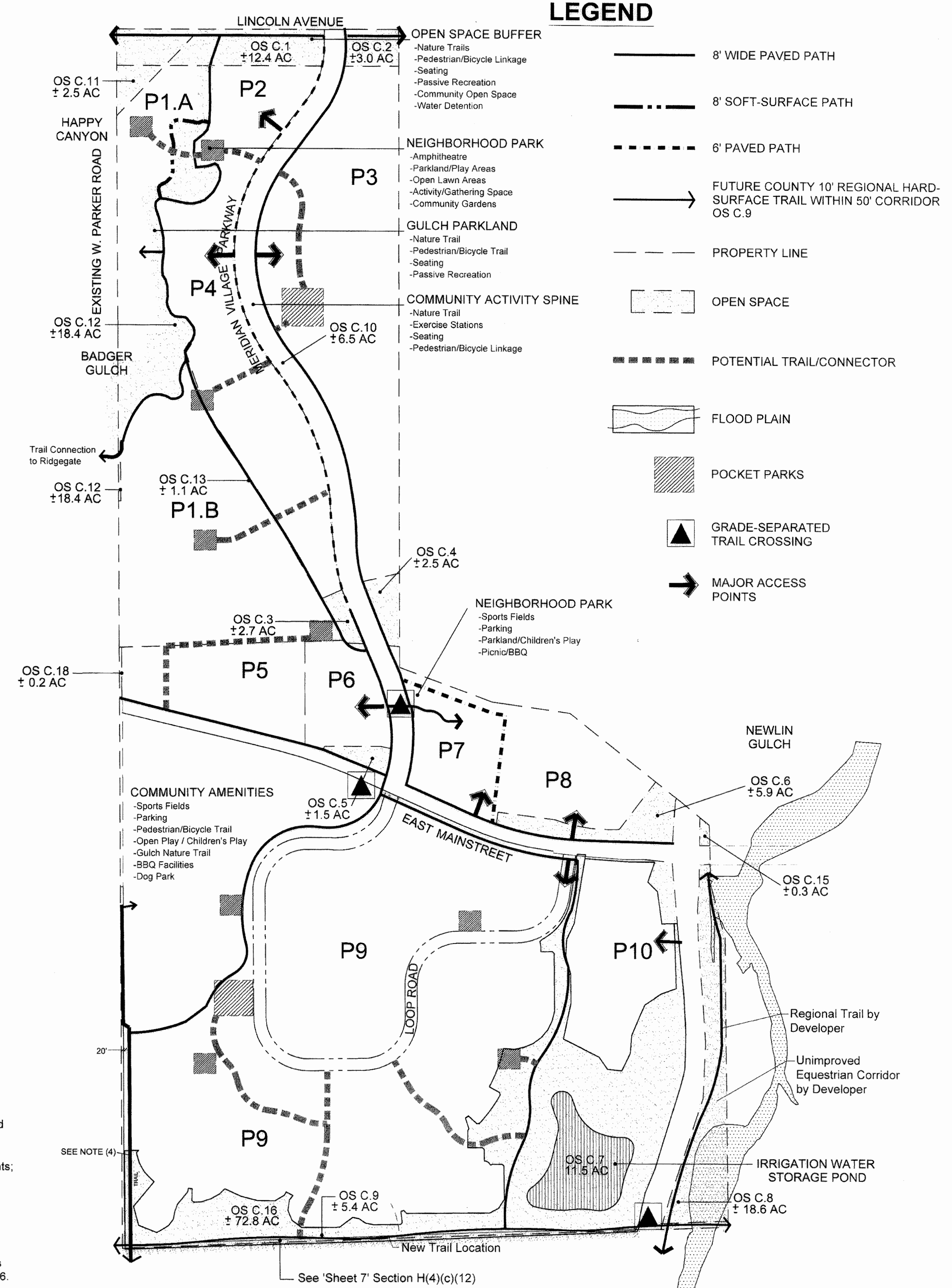
REQUIRED:	
Total Park Dedication AC by Formula	113.37
\$ value/AC determined by market value	\$196,020.00
Dedication \$ Amount	\$22,223,375.46

Combination of Land & Cash-in-Lieu per Parks & OS Division
 Source: Douglas County Article 10 Dedication Standards, Section 1003.06.2

PROVIDED:	
Total Park & Trails Dedication AC as provided	268.6
\$ value/AC determined by market value	\$196,020.00
Subtotal Actual Land Dedication Value	\$23,204,847.60
Physical Park Improvements Value (Trails, Planting, Benches, etc.)	\$3,500,000.00
Total Land Dedication Value & Physical Improvements	\$26,704,847.60

SUMMARY	
A-ACRES	
OS/Park Dedication Required by County Formula	113.4
OS/Park Dedication Provided by Owner	268.6
Acreage in Excess of County Land Requirement	155.2
B-LAND VALUE	
Dedication Dollar Amount per County Formula	\$22,223,375.46
Market Land Value Dedication by Owner	\$23,204,847.60
Land Value in Excess of County Requirement	\$981,472.14
C-PHYSICAL IMPROVEMENTS VALUE	
Physical Park Improvements Value (Trails, Planting, Benches, etc.)	\$3,500,000.00 (4)

- Notes:
- (1) Illustrates potential range of dedication value for parks, trails, and open land. It is the intent of the developer to dedicate a combination of land value and physical improvements up to exceeding the \$22 million required dedication dollar amount as indicated above.
 - (2) Extent of these subject to final design of single family residential area any combination of land and improvements from the above listed items may be used to meet the commitment which will be prorated to the actual number of residential units platted/built.
 - (3) Any combination of improvements shown can be used to fulfill parks/OS credit as referenced in concurrency.
 - (4) The \$3,500,000 provided in physical improvements includes the following: up to \$1,000,000 in Spine Road 'A' landscape improvements; up to \$2,000,000 in community park and neighborhood parks improvements; and up to \$500,000 in trail improvements.
 - (5) The 9th Amendment to this Planned Development, in part, eliminated the Golf Course Planning Area and modified Planning Areas P9 and P10, inclusive of a commitment for 68-acres of open space within Planning Area P9. This Table 1 has been modified to show the 68-acre open space commitment within the acreage subtotal. Corresponding modifications to "land values" for this open space use have not been shown.
 - (6) This 14th Amendment to the MIBC PD amends the boundaries and locations of Planning Areas P9, P10, OS C.7, OS C.16, eliminates Planning Area OS C.14 and OS C.17, modifies the depiction of 100-year floodplain boundary, modifies street access locations, and modifies parks commitments by relocating park improvements from Planning Area OS C.8 to four pocket parks within Planning Areas P9 and OS C.16.



MERIDIAN INTERNATIONAL BUSINESS CENTER PLANNED DEVELOPMENT (PD) 14th AMENDMENT

A MAJOR AMENDMENT TO AMEND THE BOUNDARIES AND LOCATIONS OF PLANNING AREAS P9, P10, OS C.7, OS C.16, ELIMINATE PLANNING AREA OS C.14 AND OS C.17, MODIFY THE DEPICTION OF 100-YEAR FLOODPLAIN BOUNDARY, MODIFY STREET ACCESS LOCATIONS, AND MODIFY PARKS COMMITMENTS, PLANNING AREA C, 2,349 ACRES, PROJECT NO. ZR2013-011.

Legal Description of Peripheral Boundary Line:

Planning Area 'A' (1,429.40 AC):

Commencing at the Southwest corner of Section 1, Township 6 South, Range 67 West of the Sixth Principal Meridian, County of Douglas, State of Colorado; thence along the West line of said Section 1 N 00°13'42" W a distance of 64.29 feet to a point on the north right of way line of E-470 which point is the True Point of Beginning. Thence N 00°13'42" W a distance of 766.57 feet; thence departing said West line S 89°56'10" E a distance of 514.31 feet; thence N 00°12'55" W a distance of 1591.34 feet to a point on the south line of a parcel of land described in a document recorded in Book 182 at Page 158 of the Douglas County, Colorado, records; thence N 00°13'16" W along the east line of said parcel of land a distance of 1912.53 feet to a point on the boundary of a parcel of land described in a document recorded in Book 438 at Page 21 of the Douglas County, Colorado, records; thence along said boundary S 69°04'30" E a distance of 2215.21 feet to a point on the Westerly right of way line of Peoria Street; thence along said West line S 00°09'33" E a distance of 2593.14 feet to a point on the North right of way line of E-470; thence along said North line N 89°50'27" E a distance of 50.00 feet to a point on the East line of the West one-half of said Section 1; thence along said East line S 00°09'33" E a distance of 952.47 feet to the South one-quarter corner of said Section 1, which point also being the North one-quarter corner of said Section 12, Township 6 South, Range 67 West of the Sixth Principal Meridian, County of Douglas, State of Colorado; thence along the East line of the Northwest one-quarter of said Section 12 S 00°01'34" W a distance of 47.19 feet to a point on the South right of way line of E-470; thence S 00°01'34" W a distance of 2600.40 feet to the Center of said Section 12; thence along the East line of the Southwest one-quarter of said Section 12 S 00°00'03" W a distance of 2599.89 feet to a point on the North right of way line of Lincoln Avenue; thence along said North line S 89°28'48" W a distance of 715.56 feet; Thence S 89°43'10" W a distance of 346.96 feet; thence S 89°28'49" W a distance of 1030.36 feet; thence S 00°00'52" W a distance of 14.23 feet; thence S 89°43'11" W a distance of 80.00 feet; thence N 16°34'01" E a distance of 6.82 feet; thence S 89°43'11" W a distance of 798.41 feet; thence along the arc of a curve to the right, having a radius of 1865.00 feet, a central angle of 4°34'52", and an arc length of 149.12 feet; thence along the arc of a curve to the left, having a radius of 1891.00 feet, a central angle of 4°34'52", and an arc length of 151.20 feet; thence S 89°43'11" W a distance of 1151.94 feet; thence S 89°43'15" W a distance of 169.84 feet; thence S 89°43'11" W a distance of 235.18 feet; thence along the arc of a curve to the left, having a radius of 1878.00 feet, a central angle of 4°34'52", and an arc length of 150.18 feet; thence along the arc of a curve to the right, having a radius of 1878.00 feet, a central angle of 2°32'41", and an arc length of 83.41 feet; thence S 89°57'15" W a distance of 1249.20 feet; thence N 73°20'36" W a distance of 52.20 feet; thence S 89°57'13" W a distance of 1936.15 feet; thence S 73°15'28" W a distance of 52.20 feet; thence S 89°56'54" W a distance of 149.23 feet; thence N 79°30'46" W 120.04 feet to a point on the East right of way line of Interstate Highway 25; thence northerly along said East right-of-way line of Interstate Highway 25 the following eleven (11) courses;

- 1) N 31°12'17" W a distance of 491.61 feet;
- 2) N 28°26'15" W a distance of 271.81 feet;
- 3) N 11°27'53" W a distance of 473.90 feet;
- 4) N 03°52'23" W a distance of 3737.98 feet;
- 5) N 86°06'23" E a distance of 10.55 feet;
- 6) N 03°53'37" W a distance of 190.13 feet to a point of tangent curve;
- 7) along the arc of said curve to the right having a central angle of 19°51'45" and a radius of 950.00 feet a distance of 329.33 feet;
- 8) N 15°58'08" E a distance of 310.24 feet to a point of curvature;
- 9) northerly along said curve to the left having a central angle of 16°53'09" and a radius of 1350.00 feet, a distance of 397.86 feet to a point on the south line of the E-470 right-of-way; thence N11°32'39"E, a distance of 1197.46 feet, more or less to a point on the west line of the Southwest Quarter of Section 2, Township 6 South, Range 67 West of the 6th Principal Meridian, being also a point on the north line of E470 Parcel FR-1(N); thence along said northerly line the following two (2) courses:

- 1) N85°27'50"W, a distance of 239.81 feet to a non-tangent point of curvature;
- 2) along the arc of a curve to the right, having a radius of 769.51 feet, a central angle of 06°30'59", an arc length of 87.40 feet, and a chord which bears N 64°01'19" W, a distance of 87.36 feet to the most southerly corner of Lot 2, Castle View Filing No. 1;

thence N37°35'52"E along the southeasterly line of said Lot 2, a distance of 258.33 feet to a point on a curve which is the westerly line of South Valley Highway Frontage Road, also known as Jamaica Street; thence along the arc of a curve to the left, along said line common to said South Valley Highway Frontage Road and Lot 1, Castle View Filing No. 2, having a radius of 769.22 feet, a central angle of 11°55'39", an arc length of 160.13 feet and a chord which bears S 68°21'47" E a distance of 159.84 feet to a non-tangent point which is the westerly line of the southwest quarter of Section 2; thence N 00°40'19" W a distance of 451.20 feet the West Quarter Corner of said Section 2, Township 6 South, Range 67 West of the 6th Principal Meridian, being also the northwest corner of Meridian International Business Center North Filing No. 1; thence S89°46'11"E along the east-west centerline of Section 2, being also the north line of said Meridian International Business Center North Filing No. 1, a distance of 2651.91 to the center of Section 2; thence S 89°46'11" E a distance of 1241.19 feet to the northwest corner of Tract J, Meridian International Business Center North Filing No. 1; thence along the westerly and southerly line of said Tract J the following two (2) courses:

- 1) S03°37'42"W, a distance of 654.34 feet;
- 2) N87°55'04"E, a distance of 131.55 feet to the easterly line of said Meridian International Business Center North Filing No. 1;

thence along said easterly line the following three (3) courses:

- 1) S00°21'30"E, a distance of 1177.50 feet;
- 2) S89°40'20"E, a distance of 661.54 feet;
- 3) S00°17'37"E, a distance of 736.35 feet to a point on the North Right of Way line of E-470; thence S 87°03'53" E a distance of 681.67 feet to the true point of beginning. Excepting therefrom the following four parcels:

Lot 1, Block 4, Meridian Office Park, Filing No. 1, Second Amendment, Douglas County,

A portion of Lot 1, Block 1, an amendment to Lots 1 and Lot 3 of an Amended Plat of Block 1, Meridian Office Park, Filing No. 1, Second Amendment as Recorded February 10, 1986 per Reception No. 374931, Douglas County, Colorado;

Lots 1, 2 & 3, Meridian Office Park, Filing No. 1, Seventeenth Amendment, Douglas County, Colorado;

Tract Q Meridian Office Park, Filing No. 2, Replat of a portion of Lincoln Park West, Douglas County, Colorado;

Basis of Bearing: The South Line of the South East Quarter of Section 2, Township 6, Range 67 West of the 6th Principal Meridian which bears S89°37'40"E.

Planning Area 'B' (197.52 AC):

A tract of land situated in Sections 13 and 14, Township 6 South, Range 67 West of the 6th Principal Meridian, County of Douglas, State of Colorado, and being more particularly described as follows:

Commencing at the northeast corner of said Section 14; thence S 00°44'22" E along the east line of said Section 14 a distance of 85.00 feet to the south right-of-way line of Lincoln Avenue and to the Point of Beginning; thence S 89°40'55" W along said south right-of-way line and parallel with the north line of said Section 14, a distance of 1403.07 feet; thence departing said South right of way line S 00°19'05" E a distance of 1220.00 feet; thence S 24°37'41" W a distance of 1094.15 feet; thence S 59°24'29" E a distance of 2090.20 feet; thence N 43°20'32" E, a distance of 969.14 feet; thence N 17°13'53" E a distance of 371.65 feet; thence N 51°58'06" E a distance of 292.09 feet; thence S 74°31'25" E a distance of 487.65 feet; thence N 57°08'37" E a distance of 436.34 feet; thence N 00°39'09" W a distance of 1941.91 feet to a point on the south right-of-way line of Lincoln Avenue; thence along said South line S 89°27'57"W, a distance of 601.04 feet; thence N 00°32'03" W, a distance of 9.97 feet; thence S 89°41'19 W a distance of 1165.67 feet to the Point of Beginning.

Planning Area 'C' (811.84 AC):

That part of sections 18 and 19, township 6 south, range 66 west of the 6th p.m., Douglas County, State of Colorado, described as follows:

Beginning at the northwest corner of said section 19; thence N00°50'39"W along the west line of said section 18 and being the west boundary of the parcels of land described in book 141 at page 85 and book 255 at page 17 of the Douglas County records and the eastern boundary of the City of Lone Tree Annexation Map No. 4, 2649.86 feet to the West 1/4 Corner of Section 18, also being a point on the southerly line of West Parker Road (Douglas County Road No. 8);

thence along said West Parker Road and the boundary of that parcel of land described in book 255 at page 17 of the Douglas County records and said Annexation Map No. 4, N88°13'22"E, 42.94 feet; thence along said boundary of that parcel of land described in book 255 at page 17 of the Douglas County records and said Annexation Map No. 4, N00°37'29"W, 67.67 feet;

thence along said West Parker Road and the boundary of that parcel of land described in book 185 at page 306 and book 1220 page 2111 of the Douglas County records and said Annexation Map No. 4 the following two (2) courses and distances:

1. N00°37'29"W, 1749.56 feet;
2. N01°42'41"W, 692.53 feet;

thence the following two (2) courses and distances to a point on the southerly ROW line of Lincoln Avenue:

1. N88°15'02"E, 861.03 feet;
2. N28°29'49"E, 43.92 feet;

thence N89°27'32"E, 1471.34 feet along said Lincoln Avenue to a point on the north south center line of said section 18, also on the east line of said boundary described in book 185 at page 306;

thence S00°12'00"E along said boundary described in book 185 at page 306 and along said east line a distance of 5163.18 feet to the common quarter corner of said sections 18 and 19; thence S00°52'08"E along the east line of the northwest quarter of said section 19 and the east line of that parcel of land described in book 145 at page 377 and said east parcel line extended, 238.63 feet to a point on the southerly line of said West Parker Road; thence along said southerly line of said West Parker Road following five (5) courses and distances:

1. S69°38'28"E, 841.77 feet;
2. S81°53'22"E, 166.66;
3. S81°49'16"E, 478.03;
4. S81°53'22"E, 14.70 feet;
5. S51°12'28"E, 1442.12 feet to the boundary of that parcel of land described in book 100 at page 242;

thence along said boundary described in book 100 at page 242 the following three (3) courses and distances:

1. S01°17'28"E, 500.74 feet;
2. S14°48'28"E, 437.35 feet;
3. S48°45'29"E, 12.52 feet to a point on the east line of said section 19;

thence S00°33'23"E along said east line and along said boundary described in book 100 at page 242 a distance of 156.62 feet to the east quarter corner of said section 19; thence S00°33'58"E along said east line of section 19 and along said east line described in book 100 at page 242, 2355.63 feet to the boundary of that parcel of land recorded in book 157 at page 487 of the Douglas County records; thence along said boundary recorded in book 157 at page 487 the following two (2) courses and distances:

1. S87°33'37"W, 2652.15 feet;
2. S88°13'42"W, 2390.18 feet to a point on the west line of said section 19 and said boundary described in book 100 at page 242 and said Annexation Map No. 4;

thence N00°14'31"W along said west line said section 19 and along the west boundary described in book 100 at page 242 and said Annexation Map No. 4, 2436.89 feet to the west quarter corner of said section 19; thence N00°15'35"W along said west line and along said boundary described in book 100 at page 242, and said Annexation Map No. 4, 2646.43 feet to the point of beginning; containing 811.84 acres, more or less.

Land Description:

Planning Area "A":

Meridian Office Park, Filing No. 1
 Tracts A, C, and H, Second Amendment
 Tracts E-1 and E-2, Fourth Amendment
 Tracts B and E, Fifth Amendment
 Tract D, 7th Amendment
 Block 1, Lot 2, Second Amendment
 Lots 3A and 4A, 14th Amendment
 Lots 1A-1 and 2A-1 and Tract A-1, 25th Amendment
 Block 2, Second Amendment
 Block 3, Lots 1A and 2A, 10th Amendment
 Block 4, Lots 2 and 3, Second Amendment
 Lot 4, 2nd Amendment to Lot 4, Block 4 and Tract B, Meridian International Business Center, Filing No. 1, Second Amendment (which is the same as Meridian Office Park, Filing No. 1, Second Amendment)
 Lots 5A and 6b, and Tract 1A, 12th Amendment
 Lot 6A-1, 16th Amendment
 Lots 6A-2A and 6A-4A and Tract 2B, 19th Amendment
 Block 5, Lot 1, a replat of Block 5, Lot 1 of Meridian International Business Center, Filing No. 1, Second Amendment, (which is the same as Meridian Office Park, Filing No. 1, Second Amendment) together with the remainder of Block 5, Meridian Office Park, Filing No. 1, Second Amendment
 Block 6, Lot 2A, 9th Amendment
 Lot 2B-2, 13th Amendment
 Block 6A, Lot 2B-1D, 23rd Amendment
 Lots 2B-1B-2, 2B-1C-1, 2B-1E-1, 26th Amendment
 Lots 2B-1A-1, 2B-1B-1A, 27th Amendment
 Block 7, Lot 1, First Amendment
 Lots 2A and 2B, and Tract L, Sixth Amendment
 Block 8, Lot 1, First Amendment
 Lots 2A, 2B, and 2D, 15th Amendment
 Lots 2C-1, 2F-1, and 2G-1, 18th Amendment
 Lots 2E-1A and 2E-1B, 20th Amendment
 Block 9, Lots 1 and 2, 11th Amendment
 Block 19A, Lots 1, 2, and 3, 21st Amendment
 Block 20, Lots 1A and 3A, Eighth Amendment
 Lot 2A-1, 21st Amendment
 Lot 4A and Tract A-1, 25th Amendment
 Block 24, Second Amendment
 Block 26, Tract B, 21st Amendment
 Lot 1A, 24th Amendment
 Block 27, Lots 1A, 2A, and 3A, 24th Amendment
 Block 27A, Lot 6A, 22nd Amendment
 Block 28, Lot 1, Fifth Amendment
 Block 29A, Lots 1A and 2A, and Tract A, 22nd Amendment
 Lot 3A-1, 25th Amendment

Meridian International Business Center North, Filing No. 1
 Lots 1 - 7, 9 - 11, and 13 - 21 inclusive, and Tracts B - G inclusive
 Lots 8A and 12A and Tracts A-1 and E-1, 1st Amendment

Meridian Office Park, Filing No. 3
 Lots 2 and 3, and Tract A
 Lots 1A, 1B and 1C, 1st Amendment

Meridian Office Park, Filing No. 4
 Lots 1A, 5A, and 6, and Tracts A, B, and C, 1st Amendment
 Lots 3B, 3C, 3D, 3E, and 4B, 2nd Amendment
 2A-1, 3A-1 and 4A-1, 3rd Amendment
 Lots 5A, 5B, and 5C, and Tract A, 4th Amendment

Meridian International Business Center, Filing No. 6
 Tract C
 Lots 3A, 4A, 8A, and 9A, and Tracts D-1 and E, 1st Amendment
 Lot 7A, 2nd Amendment
 Lot 6A, Third Amendment
 Lots 1A-1 through 1A-13 inclusive, 2A-1 and 5A-1, 5th Amendment

Castle View Filing No. 2
 Lot 1

Planning Area "B":

Meridian International Business Center, Filing No. 5
 Lots 12 and 14, Tract A and Tract C

Lots 1 - 130 inclusive, Lot 136, and Lots 145 - 214 inclusive, and Tracts A, B, C, E, F, G, H, and J, First Amendment
 Lot 1A, 2nd Amendment
 Tract B-1, 4th Amendment
 Lots 5A-1 and 10A-1, 5th Amendment
 Lots 131A - 135A inclusive, and Lots 137A - 144A inclusive, and Tract D-1, Sixth Amendment
 Lots 2A-1, 3A-1, 4A-1, 8A-1, 9A-1, and 13A-1, 7th Amendment
 Lots 7A-1, 7A-2, and 7A-3, 8th Amendment

MERIDIAN INTERNATIONAL BUSINESS CENTER PLANNED DEVELOPMENT (PD) 14th AMENDMENT

A MAJOR AMENDMENT TO AMEND THE BOUNDARIES AND LOCATIONS OF PLANNING AREAS P9, P10, OS C.7, OS C.16, ELIMINATE PLANNING AREA OS C.14 AND OS C.17, MODIFY THE DEPICTION OF 100-YEAR FLOODPLAIN BOUNDARY, MODIFY STREET ACCESS LOCATIONS, AND MODIFY PARKS COMMITMENTS, PLANNING AREA C, 2,349 ACRES, PROJECT NO. ZR2013-011.

PLANNING AREAS 'A' AND 'B'

PLANNING AREA 'C'

