

**Park Hill Golf Course Development Agreement
and Land Exchange Agreement
Key Terms Summary**

December 6, 2022

General Summary

The Park Hill Golf Course Development Agreement and Land Exchange Agreement is a binding agreement between the City and the Developer that governs the terms and conditions of the proposed redevelopment of Park Hill Golf Course. The Agreement must be approved by City Council and executed by the City and the Landowner. The Agreement addresses matters relating to the buildout of the Project, such as the conveyance of parks and other properties to the City, the Developer's participation in design and construction of park and other public improvements, the Developer's affordable housing commitments, and the terms and conditions relating to the extinguishment of the use restriction.

The following are the principal terms and conditions of the Agreement:

- **Use Restriction/Conservation Easement Removal**
 - Requires conducting municipal election pursuant to Initiative 301 in order to permit removal of the existing conservation easement.
 - Following the City's certification of election results approving the removal of the conservation easement, the Agreement requires: (1) the Landowner to convey the entire 155-acre Golf Course Land to the City, (2) the City to re-convey the 75-acre Project site back to the Landowner, and (3) the City to retain the 80-acre future Regional Park property.
 - The Landowner's conveyance of the Golf Course Land to the City will have the legal effect of automatically extinguishing the conservation easement, as contemplated under the Conservation Easement Statute, as to the entire 155-acre Golf Course Land.
 - Subsequent land conveyances to the City and public access easements will expand park and open space land within the Golf Course Land to a minimum of 100 acres.
 - If the voters reject removal of the conservation easement, the Landowner will be required to file an application to rezone the Golf Course Land back to the Open Space B (OS-B) designation, to allow for the Golf Course Land to continue as a golf course use under the terms of the conservation easement.
- **Vested Property Rights**
 - Establishes vested property rights for a term of 15 years in the following matters under the Denver Zoning Code:

- ◆ Zone District Intent Statements for G-RX-5, C-MX-5, C-MX-8, C-MX-12, C-MS-5 and DO-8 overlay districts.
 - ◆ Building Form Intent Statements for Town House, Shopfront, and General building forms.
 - ◆ Building heights
 - ◆ Building setbacks
 - ◆ Permitted uses and parking standards
- **Zoning and Development Standards**
 - Establishes zone districts as described in the Rezoning application.
 - Requires imposition of design covenants and standards, and establishment of a design review board, prior to the first SDP approval within the Project.
- **Districts**
 - Contemplates formation of five new metropolitan districts to finance, construct, operate, and maintain Public Improvements.
 - Contemplates amendment of the Agreement to include Districts as parties to the Agreement.
- **Conveyances and Dedications**
 - Parks and Open Space
 - ◆ Requires 100 acres of parks and open space, including lands conveyed to the City in the initial land transfer, lands that will be subsequently conveyed to the City, and open space lands that will be privately-owned but subject to an easement for public access.
 - ◆ Requires the Landowner to convey 80 acres upfront, and approximately 14.5 additional acres, to the City for parks and open space purposes.
 - ◆ Requires the Landowner to grant an easement for public access over approximately 5.5 acres to satisfy the private open space requirements of Section 10.8 of the DZC.
 - ◆ Requires the Master Developer to design, construct, and complete the 303 ArtWay Heritage Trail, and, where the 303 ArtWay Heritage Trail is located on private property, to convey the underlying property and improvements to the City upon completion.

- ◆ Requires the Master Developer to provide up to \$500,000 for initial maintenance of lands conveyed to the City.
- Transportation
 - ◆ Requires the Landowner to convey internal streets to the City, or, if DOTI has determined that it is in the City’s interest, to a metropolitan district
 - ◆ Requires the Master Developer to convey land for intersection improvements at 35th Avenue and Colorado Boulevard and 38th Avenue and Colorado Boulevard.
- Utilities
 - ◆ Acknowledges that an existing water line easement along the alignment of 38th Avenue is likely to be relocated to an alignment along 37th Avenue.
- **Public Improvements**
 - Parks and Open Space
 - ◆ Requires the Master Developer to provide \$500,000 to fund early maintenance of the land transferred to the city
 - ◆ Requires the Master Developer to pay up to \$2,500,000 in matching funds to support the master planning and design of the Regional Park Improvements.
 - ◆ Requires the Master Developer to pay \$17,000,000 for the construction and installation of Eligible Park Improvements, potentially including (i) mass grading; (ii) landscaping; (iii) irrigation system improvements; (iv) parking; (v) a splash pad; (vi) a regional playground; (vii) two (2) multi-use fields; (viii) public restrooms; (x) a pet park or pet relief area; (xi) the 303 ArtWay Heritage Trail; and (xii) other Regional Park Improvements.
 - Transportation
 - ◆ Requires the Master Developer to realign the intersection of 40th Avenue and Albion Way into a three-way intersection.
 - ◆ Requires the Master Developer to make intersection and safety improvements at 35th Avenue and Colorado Boulevard and 38th Avenue and Colorado Boulevard.
 - ◆ Requires the Master Developer to provide up to \$4,200,000 to support the City’s construction of an extension of Dahlia Street between 38th and 39th avenue, which will serve the Regional Park.

- **Affordable Housing**
 - Establishes a high-impact development compliance plan under the City’s new Mandatory Affordable Housing (“MAH”) ordinance.
 - The Landowner waives the right to any height increases under the MAH ordinance.
 - Minimum Numbers of Income-Restricted Units (“IRUs”)
 - ◆ Requires at least 25% of all Units within the Project to be IRUs.
 - ◆ Requires a minimum of 300 for-sale IRUs, of which no fewer than 200 must be two- or more bedroom units and no fewer than 100 more must be three or more bedroom units.
 - ◆ Requires no fewer than 40 permanently supportive housing IRUs, These IRUs will be affordable to households earning 0-30% of AMI
 - ◆ Requires no fewer than 60 Senior IRUs. The effective average affordability level of these IRUs will be no greater than 50% of AMI.
 - ◆ Requires a “family IRU” Affordable Development containing no fewer than 150 IRUs, of which at least 50% must be two- or more bedroom Units. The effective average affordability level of these IRUs will be no greater than 55% of AMI.
 - Affordability Levels
 - ◆ Requires that for-sale IRUs be income-restricted to households earning equal to or less than 120% of AMI, with an effective average affordability level no greater than 100% of AMI. 15% of the for-sale IRUs must serve lower AMI levels. Those units will be income-restricted to households earning equal to or less than 100% of AMI, with an effective average affordability level no greater than 90% of AMI.
 - ◆ Requires that for-rent IRUs be income-restricted to households earning equal to or less than 80% of AMI, with an effective average affordability level no greater than 60% of AMI.
 - Control Period
 - ◆ Permanently supportive housing IRUs and for-sale IRUs will be permanently income restricted.
 - ◆ For-rent IRUs will be income restricted for a period of at least 99 years.
 - A number of IRUs equal to 5% of the total number of market-rate Units will be located within mixed-income Developments.

- The City’s recently-adopted Prioritization Ordinance applies to all IRUs within the Project except permanent supportive housing IRUs (the City’s Prioritization Ordinance also does not apply to permanent supportive housing IRUs).
- Affordable Developments in which more than 50% of the Units are for-rent IRUs and affordable to households earning 80% of AMI or less, or in which more than 50% of the Units are for-sale IRUs and affordable to households earning an effective average of 90% of AMI or less will not be subject to a debt mill levy associated with a metropolitan district.
- Compliance and Enforcement
 - ◆ Requires the Master Developer to submit an Annual Compliance Plan containing the following information: (a) the number of current and anticipated Units within the Project; (b) the number of current and anticipated rental and for-sale IRUs within the Project; (c) the number of current and anticipated bedrooms located within Units within the Project; (d) the number of current and anticipated bedrooms located within IRUs within the Project; (e) the current and anticipated affordability levels of completed and planned IRUs; (f) the current and anticipated number of IRUs located within Senior Developments, family IRU Affordable Developments, and PSH Developments; (g) the current and anticipated number of Priority IRUs, including the current and anticipated occupancy of such Priority IRUs.
 - ◆ Requires the Master Developer to submit a Compliance Deadline Report once every four years demonstrating the Project’s conformance to the Plan.
 - ◆ Enables City to deny approval of any SDP that is inconsistent with the Annual Compliance Plan and/or to deny issuance of permits or certificates of occupancy if Project is out of compliance as of a Compliance Deadline.