| Annexation Ordinance - Ordinance O-2007-23 recorded at Reception No. 2007108292 | 2 |
| Annexation Agreement recorded at Reception No. 2007108294 | 11 |
| Annexation Map recorded at Reception No. 2007108293 | 31 |
I, Margy Greer, City Clerk of the City of Lakewood, Colorado, do hereby certify that the attached is a true and correct copy of Ordinance O-2007-23, ANNEXING CERTAIN UNINCORPORATED LANDS KNOWN AS THE DENVER FEDERAL CENTER LOCATED IN THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SECTION 8, SECTION 9, AND THE WEST ONE-HALF OF THE WEST ONE-HALF OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO as the same remains on file in the Office of the City Clerks Office.

WITNESS my hand and seal of said City of Lakewood, Colorado, this 11th day of September, 2007.

Margy Greer,
City Clerk
City of Lakewood, Colorado
AN ORDINANCE


WHEREAS, Resolution 2007-32, stating the intent of the City of Lakewood (the “City”) to annex certain property known as the Denver Federal Center and initiating annexation proceedings, has heretofore been adopted; and

WHEREAS, the City Council of the City hereby finds that the area proposed to be annexed has been entirely contained within the boundaries of the City for a period of not less than three (3) years prior to this date; and

WHEREAS, after notice pursuant to section 31-12-108(2), Colorado Revised Statutes, the City Council has held a public hearing on the proposed annexation; and

WHEREAS, the City Council further finds and determines that an election pursuant to Sections 31-12-107(2) or 31-12-112(1), Colorado Revised Statutes, is not required; and

WHEREAS, the only additional terms and conditions that are to be imposed upon the area proposed to be annexed are set forth in an Annexation Agreement between the City and the United States of America, acting by and through the Administrator of the General Services and authorized representatives (the “Annexation Agreement”); and

WHEREAS, the City Council of the City hereby finds and determines that it is in the best interests of the City to annex said area to the City.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Lakewood, Colorado, that:

Section 1. The annexation of the territory located in the County of Jefferson, State of Colorado, to the City of Lakewood, Colorado, described in Exhibit "A", attached hereto and incorporated herein by reference, be and the same is hereby ordained and approved and said territory is hereby incorporated in and made a part of the City of Lakewood, Colorado.
Section 2. The annexation of such territory to the City of Lakewood, Colorado, shall be complete and effective on the effective date of this Ordinance, and compliance with the filing requirements of Section 31-12-113; provided, however, that the City shall only file this Ordinance and the map of the area annexed concurrently with the closing of the sale of a portion of the Denver Federal Center, including some portion of the property described in Exhibit B, to the City or its designee. For the purpose of General Property Taxes, the annexation shall be effective as to General Property Taxes on and after the First day of January, 2008.

Section 3. This Ordinance annexing said territory is expressly made subject to and conditioned upon zoning the property as a Planned Development Zone District in accordance with the Denver Federal Center Official Development Plan.

Section 4. The City Council approves the Annexation Agreement and the Mayor is hereby authorized to execute, and the City Clerk to attest, in form approved by the City Attorney, the Annexation Agreement pertaining to the property annexed.

Section 5. The City Clerk is hereby authorized and directed to perform all statutory duties required to complete said annexation.

Section 6. This Ordinance shall take effect thirty (30) days after publication.
I hereby attest and certify that the within and foregoing ordinance was introduced and read on first reading at a regular meeting of the Lakewood City Council on the 25th day of June, 2007; published by title in the Rocky Mountain News and in full on the City of Lakewood's website, www.lakewood.org, on the 28th day of June, 2007; set for public hearing on the 9th day of July, 2007, read, finally passed and adopted by the City Council on the 9th day of July, 2007, and, signed and approved by the Mayor on the 10th day of July, 2007.

Stephen A. Burkholder, Mayor

Margy Greer, City Clerk

APPROVED AS TO FORM:

Paul Kennebeck, Acting City Attorney
Exhibit A

Denver Federal Center Annexation Legal Description:

A parcel of land lying in the East One-Half of the East One-Half of the East One-Half (E½ E½ E½) of Section 8, Section 9, and the West One-Half of the West One-Half (W½ W½) of Section 10, Township 4 South, Range 69 West of the Sixth Principal Meridian, County of Jefferson, State of Colorado, being more particularly described as follows:

Commencing at the Northeast corner of said Section 9; thence S 76°38'34" W (assuming the East line of the NE½ of said Section 9 bears S 00°23'16" E, all other bearings herein related thereto), a distance of 779.20 feet to a point lying on the southerly right-of-way line of West 6th Avenue as described in those instruments recorded in Book 486, at Page 221 and Book 504, at Page 226, of the records of the Jefferson County Clerk and Recorder, said point also being the Point of Beginning; thence N 89°14'40" E along said southerly right-of-way line and along the northerly line of those parcels shown on the Colorado State Highway Department (CDOT) project maps FAP 67-A(3) and 66-A(1), a distance of 759.33 feet, more or less, to the East line of said Section 9; thence continuing along the northerly, easterly and southerly lines of said CDOT project 66-A(1) said easterly line is also coincident with the easterly right-of-way line of Kipling Street the following six (6) courses:

1. N 89°23'14" E, a distance of 316.78 feet;
2. thence S 44°35'21" W, a distance of 306.70 feet;
3. thence S 00°23'16" E, a distance of 2,255.08 feet, more or less, to the East-West centerline of said Section 10;
4. thence S 00°23'04" E, a distance of 2,338.83 feet;
5. thence S 45°24'07" E, a distance of 352.74 feet, more or less, to the northerly right-of-way line of West Alameda Avenue as described in Book 394, at Pages 460 and 461, of said records;
6. thence S 89°09'14" W along said northerly right-of-way line, a distance of 349.51 feet, more or less, to the East line of said Section 9; thence continuing along said northerly right-of-way line of West Alameda Avenue the following four (4) courses:

1. S 89°23'50" W, a distance of 2,650.03 feet, more or less, to the North-South centerline of Section 9;
2. thence S 89°24'08" W, a distance of 2,650.48 feet, more or less, to the West line of said Section 9;
3. thence S 00°05'14" E along said West line, a distance of 2.47 feet to a point on a non-tangent curve;
4. thence southwesterly along said non-tangent curve to the left, having a radius of 2,342.00 feet, a central angle of 09°03'22" (the long chord of which bears S 82°14'26" W, a chord length of 369.79 feet), an arc distance of 370.18 feet, more or less, to the South line of said Section 8; thence S 89°37'30" W, along said South line, a distance of 296.29 feet, more or less, to the Southwest corner of said E½ E½ E½; thence along the West line of said E½ E½ E½ the following two (2) courses:

1. N 00°00'10" W, a distance of 2,634.40 feet, more or less, to the East-West centerline of said Section 8;
2. thence N 00°00'33" W, a distance of 2,277.91 feet, more or less, to the southerly right-of-way line of West 6th Avenue, as described in Book 2407, at Page 776 of said records; thence along said southerly right-of-way line the following seven (7) courses:
1. S 72°50'30" E along the southerly line of that tract of land described in Book 2407, at Page 776, of said records, a distance of 60.00 feet;
2. thence N 68°53'45" E along said southerly line, a distance of 238.60 feet to a point lying on the southerly line of that tract of land described in Book 1518, at Page 245, of said records;
3. thence N 89°44'33" E along said southerly line, a distance of 375.33 feet to a point on the West line of said Section 9;
4. thence N 89°44'33" E continuing along said southerly line, a distance of 50.00 feet;
5. thence N 81°11'33" E, a distance of 856.70 feet, more or less, to the southerly line of that tract of land described in Book 486, at Page 221, and Book 504, at Page 226, of said records;
6. thence N 89°14'41" E along said southerly line, being 170.00 feet South of and parallel with the North line of the NW¼ of said Section 9, a distance of 1,741.83 feet, more or less, to the North-South centerline of said Section 9;
7. thence N 89°14'40" E continuing along said southerly line being 170.00 feet South of and parallel with the North line of the NE¼ of said Section 9, a distance of 1,876.55 feet, more or less, to the **Point of Beginning**, said parcel containing an area of 699.87 acres, more or less.
Exhibit B

PARCEL DESCRIPTIONS – PARCEL A, PARCEL B AND PARCEL C:

Three parcels of land, located in the West One-Half of Section 9 and in the East One-Half (E½) of the East One-Half (E½) of the East One-Half (E½) of Section 8, Township 4 South, Range 69 West of the Sixth Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado, described as follows:

Basis of Bearing: For the purpose of this description the bearings are based on the South line of the Southwest One-Quarter of said Section 9 assumed to bear S 89°23'51" W, a distance of 2650.93 feet and monumented by a found 3-1/4" aluminum cap in monument box, PLS 17669 with witness corners on the East end and by a found 3-1/4" aluminum cap in monument box, marked "Engineering Surveys, Inc. PLS "17669" on the West end.

PARCEL A (RTD PARCEL):

Commencing at the Southeast corner of said Section 8;

Thence S 89°37'48" W along the South line of the Southeast One-Quarter of said Section 8, 662.79 feet to the Southwest corner of said E½ E½ E½;

Thence N 00°00'22" W along the West line of said E½ E½ E½, 2537.86 feet to a point that is 96.67 feet South along said West line from the South line of the Northeast One-Quarter (NE¼) of said Section 8, and the Point of Beginning;

Thence continuing N 00°00'22" W along said West line, 96.67 feet to the South line said NE¼;

Thence N 00°00'26" W along the West line of the E½ E½ E½ of said NE¼, 610.37 feet;

Thence N 89°59'48" E, 964.14 feet;

Thence S 00°00'12" E, 692.07;

Thence S 89°06'26" W, 964.21 feet, to the Point of Beginning.

The above Parcel A contains an area of 15.4833 acres, more or less.
PARCEL B (HOSPITAL PARCEL 1):

Commencing at the Southwest corner of said Section 9:

Thence S 89°37'48" W along the South line of said E½ E½ E½ of said Section 8, 662.79 feet to the Southwest corner of said E½ E½ E½;

Thence N 00°00'22" W along the West line of said E½ E½ E½, 1316.84 feet to the Point of Beginning;

Thence continuing N 00°00'22" W along said West line, 1221.02 feet, to a point that is 96.67 feet southerly along said West line from the North line of the Southeast One-Quarter of said Section 8;

Thence N 89°06'26" E, 964.21 feet;

Thence S 00°00'12" E, 842.68 feet to a point of curvature;

Thence along the arc of a curve to the right having a radius of 587.25 feet, a central angle of 32°02'16" (the long chord of which bears S 16°00'56" W, a chord length of 324.11 feet), 328.37 feet to a point of tangency;

Thence S 32°02'04" W along said tangent, 96.49 feet;

Thence S 89°59'49" W, 823.41 feet, more or less, to the Point of Beginning.

The above described Parcel B contains an area of 26.7670 acres, more or less.
PARCEL C (HOSPITAL PARCEL 2):

Commencing at the Southwest corner of said Section 9:

Thence S 89°37'48" W along the South line of said E½ E½ E½ of said Section 8, 662.79 feet to the Southwest corner of said E½ E½ E½, and Point of Beginning;

Thence N 00°00'22" W along the West line of said E½ E½ E½, 1316.84 feet;

Thence N 89°59'49" E, 823.41 feet;

Thence S 32°02'04" W, 67.89 feet to a point of curvature;

Thence along the arc of a curve to the left having a radius of 475.00 feet, a central angle of 31°06'50" (the long chord of which bears S 16°28'39" W, a chord length of 254.79 feet), 257.94 feet to a point of tangency;

Thence S 00°55'14" W along said tangent, 214.37 feet to a point of curvature;

Thence along the arc of a curve to the left having a radius of 495.00 feet, a central angle of 22°14'18" (the long chord of which bears of S 10°11'55" E, a chord length of 190.92 feet), 192.13 feet to a point of tangency;

Thence S 21°19'04" E along said tangent, 214.86 feet to a point of curvature;

Thence along the arc of a curve to the right having a radius of 565.00 feet, a central angle of 20°15'45" (the long chord of which bears S 11°11'11" E, a chord length of 198.77 feet), 199.81 feet to a point of tangency;

Thence S 01°03'19" E along said tangent, 161.23 feet, to the northerly right-of-way line of West Alameda Avenue as described in Book 374, at Page 460, in the records of the Jefferson County Clerk and Recorder;

Thence along said northerly right-of-way line the following three (3) courses:
  1. S 89°23'51" W, 202.31 feet, to the West line of said Section 9;
  2. S 00°05'30" E along said West line, 2.33 feet to a point on a non-tangent curve;
  3. Thence Southwesterly along the arc of a non-tangent curve to the left having a radius of 2391.83 feet, a central angle of 9°01'30" (the long chord of which bears S 82°21'13" W, a chord length of 376.36 feet), 376.75 feet, to the South line of said E½ E½ E½;

Thence S 89°37'48" W along said South line, 289.69 feet to the Point of Beginning.

The above described Parcel C contains an area of 23.0183 acres, more or less.
ANNEXATION AGREEMENT

BETWEEN

THE UNITED STATES OF AMERICA,
ACTING BY AND THROUGH
THE ADMINISTRATOR OF GENERAL SERVICES

AND

THE CITY OF LAKEWOOD, COLORADO

Dated: September 19, 2007
ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (this “Agreement”) is made and entered into this 19th day of September, 2007, by and between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services and authorized representatives (hereinafter referred to as “GSA” or “Federal Government”), and the CITY OF LAKEWOOD, COLORADO, a municipal corporation and home rule city of the State of Colorado (hereinafter referred to as the “City”), collectively referred to herein as the “Parties” and each individually as a “Party.”

RECITALS

A. The City is a municipal corporation existing under its home rule charter and the laws of the State of Colorado.

B. The United States of America is the owner of the approximately 640-acre federal enclave located in unincorporated Jefferson County, Colorado known as the Denver Federal Center (“DFC”). GSA is the federal agency with jurisdiction, custody and control over the DFC.

C. The DFC is generally located west of Kipling Street, east of Union Boulevard, south of Sixth Avenue, and north of West Alameda Parkway.

D. GSA agrees that the DFC be annexed to the City, upon and subject to the terms and conditions of this Agreement.

E. The DFC is an enclave that has been completely surrounded by the City for a period of not less than three years. Without objection from GSA, the City, pursuant to Colorado Revised Statutes, Section 31-12-106, intends to pursue annexation to the City of the unincorporated lands located within the DFC in the County of Jefferson in the State of Colorado as more particularly described in City Ordinance No. O-2007-23 (the “Annexation Ordinance”).

F. The City agrees to annex the DFC, upon and subject to the terms and conditions of this Agreement.

G. Provided that the City adopts the Denver Federal Center Official Development Plan (the “ODP”) in the form attached hereto as Exhibit A and incorporated herein by reference, GSA has no objection to zoning the DFC as a Planned Development Zone District in accordance with the ODP. The City has agreed to consider the ODP for approval.

H. Following annexation of the DFC by the City, the Parties contemplate that a portion of the DFC (the “Development Area”) will be conveyed to the City, or a designee acceptable to GSA, and the City intends to sell the Development Area to others for development and use as intermodal transit facilities with associated transit-oriented development and a hospital and related health care facilities.
ARTICLE 1
AGREEMENT

In consideration of the foregoing premises, and the covenants, promises and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1.1. Annexation. The DFC shall be annexed to the City of Lakewood pursuant to the laws of the State of Colorado, the City's Charter, the terms of this Agreement (including each provision of the foregoing Recitals, which are an integral part of this Agreement and incorporated as a part of this Agreement as though fully set forth below), and in accordance with the Annexation Ordinance as adopted by the City Council of the City.

Section 1.2. Application of City Ordinances, Regulations and Services. All City ordinances, regulations, codes, policies, and procedures now in existence, including the ODP, as the same may be adopted or changed from time to time, shall be applicable to the use and development of the DFC to the extent provided in this Agreement; provided that City ordinances, regulations, codes, policies, and procedures, including the ODP, shall not apply to real property, whether or not improved, owned by the Federal Government at the DFC.

ARTICLE 2
DEFINITIONS

As used in this Agreement, the following capitalized terms shall have the meaning set forth in this Section 2.

Section 2.1. “Agreement” shall mean this Annexation Agreement.

Section 2.2. “Annexation Ordinance” shall mean City Ordinance No. 0-2007-23 as described in Recital E.

Section 2.3. “Development Agreement” shall mean a development agreement pursuant to Article 18 of the Lakewood Zoning Ordinance relating to the vesting of property rights.

Section 2.4. “Development Area” shall mean the area generally depicted on the ODP as Planning Area I.

Section 2.5. “DFC” shall mean the approximately 640 acres of real property located within the Denver Federal Center in the County of Jefferson, State of Colorado, as more particularly described in the ODP.

Section 2.6. “Final Court Action” shall mean a final order or opinion issued by a court of competent jurisdiction by which the City or GSA is bound, and wherein no appeal can be taken or the time for filing an appeal has expired.

Section 2.7. “New Zoning” shall mean the zoning classification for the Property and all other terms and conditions contained in the ODP.
Section 2.8. “ODP” shall mean the Denver Federal Center Official Development Plan, as more particularly identified on Exhibit A, as the same may be amended or replaced from time to time.

Section 2.9. “Planning Area I” shall mean the area designated as Planning Area I on the ODP.

Section 2.10. “Planning Area II” shall mean the area designated as Planning Area II on the ODP.

Section 2.11. “Offer to Purchase” shall mean the Offer to Purchase Real Property and Acceptance relating to the Development Area between the City of Lakewood, Colorado (or its designee) and the United States of America acting by and through the Administrator of General Services and authorized representatives.

Section 2.12. “Permitted Uses” shall mean those uses specified in and permitted by the ODP, as amended or replaced from time to time.

Section 2.13. “Proposed Hospital” shall mean a hospital and related health care support facilities, and associated easements or rights-of-way necessary to support the hospital and related health care support facilities, located within the Development Area as represented on the conceptual site plan for such development existing as of the date of this Agreement, to be further completed in accordance with the City’s applicable rules and regulations.

Section 2.14. “Proposed Transit Center” shall mean the intermodal transit facilities and related transit-oriented development and parking structure, and associated easements or rights-of-way necessary to support the intermodal transit facilities, located within the Development Area as represented on the conceptual site plan for such development existing as of the date of this Agreement, to be further completed in accordance with the City’s applicable rules and regulations.

Section 2.15. “Remaining DFC” shall mean, as of any time of determination, that portion of the DFC that is owned by the Federal Government.

ARTICLE 3
CONDITIONS PRECEDENT TO ANNEXATION

Section 3.1. Annexation of DFC. The City will process the annexation of the DFC pursuant to Colorado Revised Statutes, Section 31-12-106. The City has waived all annexation and zoning application fees for the annexation of the DFC and the initial zoning of the DFC. This Agreement and the annexation of the DFC shall only become effective pursuant to Colorado Revised Statutes Section 31-12-113 upon recording of the annexation map, Annexation Ordinance, and this Agreement with the Clerk and Recorder of Jefferson County, Colorado. The City will only record such documents concurrently with the closing of the sale of all or part of the Development Area from GSA to the City or its designee. In the event that title to at least some portion of the Development Area does not pass to the City or its designee for any reason whatsoever by December 31, 2007, the City shall take all action within the power of the City necessary to effect a disconnection of the DFC from the City. In the event that a portion of the
Development Area does not pass to the City or its designee, that portion of the Development Area shall be deemed to be part of the Remaining DFC so long as it is owned by the Federal Government.

ARTICLE 4
JURISDICTION

Section 4.1. Federal Jurisdiction. The Parties agree that so long as property within the DFC is owned by the Federal Government, it is subject to the exclusive jurisdiction of the Federal Government, unless jurisdiction has been retroceded in accordance with applicable law. The City acknowledges that property owned by the Federal Government within the DFC is not subject to any regulatory reviews or approvals by the City or other local governmental entities without the express written approval of the Federal Government and that the State of Colorado may not interfere with the exercise of jurisdiction on land owned by the Federal Government. The Parties specifically understand and agree that the execution of this Agreement by GSA shall not be deemed or construed to mean that the Federal Government has consented or agreed to be subject to any regulatory reviews or approvals by the City, other local government entities, or the State of Colorado for property owned by the Federal Government within the DFC. GSA agrees, however, to cooperate with the City to annex the DFC to the City pursuant to the terms and conditions of this Agreement.

Section 4.2. City Jurisdiction. The Parties agree that, upon transfer of title to the City or its designee in accordance with the Offer to Purchase, the Development Area will not be owned by the Federal Government and will be subject to the jurisdiction of the City. The application of City regulatory authority and the provision of City services to the Development Area and any other portion of the DFC subject to the City’s jurisdiction shall be comparable to other similar real property within the City. GSA agrees that any light rail stations and walkways connecting such stations to other mass transit facilities are subject to the City’s jurisdiction, unless such light rail stations and walkways are within the Remaining DFC and jurisdiction has not been retroceded.

Section 4.3. Jurisdictional Change. Real property at the DFC shall become subject to the City’s jurisdiction only when fee title to real property is no longer owned by the Federal Government.

Section 4.4. Referral for Review and Comment. Any proposal for zoning, subdivision, or other land use approval within 100 feet of Planning Area I1 will be referred by the City to GSA for review and comment. The purpose of such review, in addition to any other rights of a referral party, will be to identify and resolve any impacts of such proposed development that are contrary to the primary mission of GSA, its federal or non-federal tenants, or that would be incompatible with the adjacent uses on Planning Area I1. At the request of GSA, the City shall provide additional information, including coordinating meetings among the City, GSA, and any other involved parties. The City shall also notify GSA of public meetings, neighborhood meetings, and public hearings related to any such projects. The requirements of this Section 4.4 do not affect jurisdictional responsibilities or authority. In addition, GSA shall be provided with such additional notices as are provided to landowners or referral agencies pursuant to the Lakewood Municipal Code.
ARTICLE 5
ZONING

Section 5.1. Planned Development Zoning. GSA hereby consents to the New Zoning as set forth in the ODP. The New Zoning provides that the DFC shall be zoned as a Planned Development Zone District pursuant to Section 17-5-22 of the Lakewood Municipal Code. The Permitted Uses shall be as shown on the ODP. Pursuant to the ODP, the Proposed Hospital and Proposed Transit Center shall be permitted in the Development Area and are expected to be the principal uses in the Development Area. No medical hospital shall be constructed or operated in Planning Area II, except that this exclusion of medical hospitals does not apply to hospital facilities owned, operated or constructed to meet the requirements of any Federal agency whose mission is to deliver medical or medically-related services. For example, the Veterans Administration, Federal Occupational Health, Health and Human Services, Centers for Disease Control or any Federal agency currently existing or formed in the future with a mission to provide medical or medically-related services.

Section 5.2. Vested Rights. The City shall follow the necessary procedures such that if the ODP is approved, it shall be deemed a site-specific development plan pursuant to Article 18 of the Lakewood Zoning Ordinance. The Parties intend to enter into a Development Agreement pursuant to Article 18 of the Lakewood Zoning Ordinance, substantially in the form attached hereto as Exhibit B, and incorporated herein by reference. Such Development Agreement will provide that the property rights granted by the ODP shall be vested for a period of twenty-five (25) years from the date of the Development Agreement.

Section 5.3. Referendum. In the event the ordinances adopted by the City Council relative to the annexation of the DFC, the New Zoning or this Agreement become the subject of a duly authorized referendum, the ordinances subject to such referendum shall be suspended pursuant to the City’s home rule charter pending the outcome thereof. If the result of such referendum election is to reject such annexation, the New Zoning or this Agreement, the City shall take all action within the power of the City necessary to effect a disconnection of the DFC from the City.

Section 5.4. Defense and Cure of Agreement. In the event of any legal challenge by a third-party to the validity of the annexation or New Zoning of the DFC or the validity or enforceability of any provision of this Agreement, the Parties agree to cooperate in the defense of such challenge and to bear their own costs and attorneys’ fees. During the pendency of any such legal challenge, through and including a Final Court Action, the Parties agree to abide by and carry out all of the terms of this Agreement.

In the event of a Final Court Action resulting from such third-party legal challenge, the City and GSA agree to cooperate reasonably with the other Party in an attempt to cure any legal defects cited by the court. Notwithstanding the foregoing, in no event shall either Party’s duty to cooperate pursuant to this Section obligate such Party to incur additional out-of-pocket costs and expenses other than its own attorneys’ fees and costs. Immediately upon such cure, the City shall take such action as may be necessary to render the annexation, the New Zoning and the terms of this Agreement effective and enforceable.
ARTICLE 6
DEFAULT; DISPUTE RESOLUTION

Section 6.1. Default, Notice, Right to Cure.

a. It shall be an event of default if either Party shall fail to observe or perform any covenant, condition or agreement on its part to be observed or performed under this Agreement. Such default may be cured within forty-five (45) days after written notice, specifying such default and requesting that it be cured, has been given by one Party to the other, unless the Party giving such notice agrees in writing to an extension of such time prior to its expiration; provided, however, that if the default stated in the notice cannot be corrected within the applicable period, consent to an extension will not be withheld if corrective action has been initiated within the applicable period and diligently pursued until the default is corrected.

b. An event of default that has not been cured pursuant to Subsection 6.1(a), above, shall constitute a continuing event of default and be subject to dispute resolution as provided for in Section 6.2.

Section 6.2. Dispute Resolution. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the Parties shall first try in good faith to settle the dispute by mediation or some other mutually-agreed upon form of alternative dispute resolution before resorting to litigation.

ARTICLE 7
GENERAL PROVISIONS

Section 7.1. Recordation of Agreement. In accordance with the conditions of Section 3.1 of this Agreement, this Agreement shall be recorded by the City Clerk with the Clerk and Recorder of Jefferson County, Colorado, and the provisions hereof shall run with the land and shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

Section 7.2. Notices. Any notice, request, assignment, payment, consent, approval, demand or other communication required or permitted hereby shall be in writing and shall be deemed to have been given when personally delivered, delivered by overnight delivery services, or when deposited in the United States Postal Service, certified, return receipt requested, postage prepaid, properly addressed to the persons to whom such notice is intended to be given at their respective addresses as follows:

If to the City: City of Lakewood
480 South Allison Parkway
Lakewood, Colorado 80226-3105
Attention: City Manager

with a copy to: City of Lakewood
480 South Allison Parkway
Lakewood, Colorado 80226-3105
Attention: City Attorney
Section 7.3. Governing Law. This Agreement shall be governed by the laws of the United States of America and, if there is no controlling federal law, then by the laws of the State of Colorado.

Section 7.4. Severability. Except as expressly provided for elsewhere in this Agreement, should any provision of this Agreement be held in a Final Court Action to be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of any other provision of this Agreement. Furthermore, if a material provision of this Agreement is held invalid, illegal or unenforceable, the Parties hereto agree to renegotiate that provision to be a valid, legal and enforceable provision that reflects as closely as possible the original intent of the Parties hereto as expressed herein with respect to the subject matter of that provision.

Section 7.5. Entire Agreement - Amendments. This Agreement embodies the whole agreement of the Parties on the subject of the annexation of the DFC. There are no promises, terms, conditions or obligations other than those contained herein relating to the annexation of the DFC, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, among the Parties hereto relating to the annexation of the DFC. The Parties, or their designees, have also entered into the Offer to Purchase relative to the purchase and sale of the Development Area. This Agreement may be amended only by written agreement by GSA and the City. Such amendments shall be recorded in the records in the office of the Clerk and Recorder of Jefferson County, Colorado and shall be binding upon all persons or entities having an interest in the DFC unless otherwise specified in the amendments.
Exhibit A to this Agreement, the form of the ODP, and Exhibit B, the form of the Development Agreement, are incorporated herein by reference, as fully as if included in the body hereof.

[Signature Page Follows on Next Page]
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Annexation Agreement as of the day and year first above-stated.

Approved for Legal Sufficiency:
By: Leigh Ann Bunetta
Leigh Ann Bunetta
Regional Counsel
General Services Administration
Rocky Mountain Region

Attest:
By: Margy Green
Margy Green
City Clerk

Approval:
By: Rebecca P. Clark
Rebecca P. Clark
Director of Community Planning and Development

By: Lawrence R. Dorr
Lawrence R. Dorr
Director of Finance

Approved as to Form:
By: [Signature]
City Attorney’s Office

UNITED STATES OF AMERICA,
acting by and through the Administrator of General Services and authorized representatives

By: Leslie Plomondon
Regional Administrator
General Services Administration
Rocky Mountain Region

CITY OF LAKEWOOD, COLORADO

By: Michael J. Rock
City Manager
STATE OF COLORADO )
COUNTY OF JEFFERSON )

Acknowledged before me this 17th day of September, 2007 by Leslie Plomondon, Regional Administrator, General Services Administration, Rocky Mountain Region, on behalf of the United States of America.

Witness my hand and official seal.

[SEAL] 

My Commission Expires: 10/31/09

STATE OF COLORADO )
COUNTY OF Jefferson )

Acknowledged before me this 19th day of September, 2007 by Michael J. Rock, City Manager of the City of Lakewood, Colorado.

Witness my hand and official seal.

[SEAL] 

My Commission Expires: 12/31/2010
EXHIBIT A

FORM OF DENVER FEDERAL CENTER OFFICIAL DEVELOPMENT PLAN
EXHIBIT B
FORM OF DEVELOPMENT AGREEMENT
DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF LAKEWOOD, COLORADO,

THE UNITED STATES OF AMERICA,
ACTING BY AND THROUGH
THE ADMINISTRATOR OF GENERAL SERVICES,

CATHOLIC HEALTH INITIATIVES COLORADO,

AND

REGIONAL TRANSPORTATION DISTRICT

Dated: September 19, 2007
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this 19th day of September, 2007, by and between the CITY OF LAKEWOOD, COLORADO, a municipal corporation and home rule city of the State of Colorado (hereinafter referred to as the "City"), the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services and authorized representatives (hereinafter referred to as "GSA" or "Federal Government"), CATHOLIC HEALTH INITIATIVES COLORADO, a Colorado non-profit corporation (hereinafter referred to as "St. Anthony Hospitals"), and the REGIONAL TRANSPORTATION DISTRICT, a special district within the State of Colorado (hereinafter referred to as "RTD"), collectively referred to herein as the "Parties" and each individually as a "Party."

RECITALS

A. The City is a municipal corporation existing under its home rule charter and the laws of the State of Colorado.

B. Pursuant to Article 18 of the Lakewood Zoning Ordinance, the City Council has approved the Official Development Plan for the Denver Federal Center as a Site Specific Development Plan.

C. Pursuant to Section 17-18-7 of the Lakewood Zoning Ordinance, and based on the findings contained in this Agreement, in conjunction with the approval of such Site Specific Development Plan, GSA, St. Anthony Hospitals and RTD desire to enter into this Agreement to implement the provisions of Article 68 of Title 24, Colorado Revised Statutes, as amended, so that such Site Specific Development Plan shall be vested for a period of twenty-five (25) years.

D. The Parties to this Agreement agree with the findings, terms, and conditions contained in this Agreement.

ARTICLE 1
FINDINGS

Section 1.1. The City Council hereby finds that:

a. The proposed development of the Denver Federal Center as more specifically described in the Denver Federal Center Official Development Plan will be phased over a number of years, and the timing of such development is dependent upon economic conditions, market conditions, and the ability of the Federal Government to complete the master planning and development processes in accordance with the mission of the Federal Government; and

b. The development of a transit-oriented development project in conjunction with the development of intermodal transit facilities by the RTD and the development of a new
medical hospital and related health care facilities by St. Anthony Hospitals will be of sufficient scope and size that phasing of such development will occur over a number of years.

Section 1.2. Therefore, the City Council finds that vesting of the Denver Federal Center Official Development Plan for a period of twenty-five (25) years from the date of this Agreement is warranted in light of such circumstances.

ARTICLE 2
AGREEMENT

In consideration of the foregoing premises, the findings and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 2.1. The City Council of the City of Lakewood has approved a Site Specific Development Plan for property known as the Denver Federal Center. The Site Specific Development Plan is the Denver Federal Center Official Development Plan approved by the City Council pursuant to Ordinance No. O-2007-24.

Section 2.2. Pursuant to Ordinance No. O-2007-25 and this Agreement, for a period of twenty-five (25) years from the date of this Agreement, there is established a vested property right to develop the property described in the Denver Federal Center Official Development Plan in the manner set forth therein.

Section 2.3. This Agreement is entered into in accordance with the provisions of Article 18 of the Lakewood Zoning Ordinance and Colorado Revised Statutes Article 68, Title 24, as amended.

[Signature Page Follows on Next Page]
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement as of the day and year first above-stated.

Approved for Legal Sufficiency:

By:________________________________________
    Leigh Ann Bunetta
    Regional Counsel
    General Services Administration
    Rocky Mountain Region

Attest:

By:________________________________________
    Margy Greer
    City Clerk

Approval:

By:________________________________________
    Rebecca P. Clark
    Director of Community Planning
    and Development

By:________________________________________
    Lawrence R. Dorr
    Director of Finance

Approved as to Form:

By:________________________________________
    City Attorney’s Office

UNITED STATES OF AMERICA,
acting by and through the Administrator of General Services

By:________________________________________
    Leslie Plomondon
    Regional Administrator
    General Services Administration
    Rocky Mountain Region

CITY OF LAKEWOOD, COLORADO

By:________________________________________
    Michael J. Rock
    City Manager
ST. ANTHONY HOSPITALS:  
CATHOLIC HEALTH INITIATIVES  
COLORADO  
By:  
Name:  
Title:  

RTD:  
REGIONAL TRANSPORTATION  
DISTRICT  
By:  
Name:  
Title:
STATE OF COLORADO )
COUNTY OF JEFFERSON )

Acknowledged before me this ___ day of ______________, 2007 by Leslie Plomondon, Regional Administrator, General Services Administration, Rocky Mountain Region, on behalf of the United States of America.

Witness my hand and official seal.

[SEAL]
Notary Public

My Commission Expires:______________

STATE OF COLORADO )
COUNTY OF __________ )

Acknowledged before me this ___ day of ______________, 2007 by Michael J. Rock, City Manager of the City of Lakewood, Colorado.

Witness my hand and official seal.

[SEAL]
Notary Public

My Commission Expires:______________

STATE OF _____________ )
COUNTY OF _____________ )

Acknowledged before me this ___ day of ______________, 2007 by _______________ as _______________ of Catholic Health Initiatives
Colorado, a Colorado non-profit corporation.

Witness my hand and official seal.

[SEAL]
Notary Public

My Commission Expires:______________
STATE OF ____________ )
COUNTY OF ____________ ) ss.

Acknowledged before me this ___ day of ____________, 2007 by _______ of the Regional Transportation District, a special district within the State of Colorado.

Witness my hand and official seal.

[SEAL] ________________________________

Notary Public

My Commission Expires: ____________
ANNEXATION MAP
TO THE CITY OF LAKewood STATE OF COLORADO
A PORTION OF SECTIONS 8, 9 AND 10, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF JEFFERSON, STATE OF COLORADO
SHEET 1 OF 3

ANNEXATION DESCRIPTION:
A PORTION OF SECTIONS 8, 9 AND 10, TOWNHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF JEFFERSON, STATE OF COLORADO

NOTE:
1. NOTES: ACCORDING TO COLORADO STATE LAW YOU MUST CONSENT ANY LOCAL AUTHORITY ON ANY FACT IN THIS
SURVEY WORK THREE TIMES WITHIN THE FIRST SEVEN DAYS FROM THE DATE OF ORIGIN BEFORE ANY ACTION AGAINST THE
SURVEY WORK IS CONSIDERED TO HAVE BEGUN.
2. THIS ANNEXATION WAS PERFORMED OCTOBER 2007.
3. SURVEY WITH THREE TIMES WITHIN THE FIRST SEVEN DAYS FROM THE DATE OF ORIGIN BEFORE ANY ACTION AGAINST THE
4. SURVEY WORK IS CONSIDERED TO HAVE BEGUN.

SURVEYOR'S CERTIFICATION:
L. R. BRAUNS, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO.
A TRUE AND ACCURATE COPY OF THIS SURVEY WORK HAS BEEN FILED WITH THE CITY OF LAKEWOOD, COLORADO, AND IS AVAILABLE FOR EXAMINATION AND
CONSULTATION TO ANY PERSON OR ENTITY EXAMINING THIS DOCUMENT.

RECORDING'S CERTIFICATE:
L. R. BRAUNS, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO.
A TRUE AND ACCURATE COPY OF THIS SURVEY WORK HAS BEEN FILED WITH THE CITY OF LAKEWOOD, COLORADO, AND IS AVAILABLE FOR EXAMINATION AND
CONSULTATION TO ANY PERSON OR ENTITY EXAMINING THIS DOCUMENT.

VINCIH MAP
SCALE: 1"=1200'
ANNEXATION MAP
TO THE CITY OF LAKEWOOD, STATE OF COLORADO
A PORTION OF SECTIONS 8, 9 AND 10, TOWNSHIP 4 SOUTH RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF JEFFERSON, STATE OF COLORADO
SHEET 2 OF 3

LEGEND
" SECTION CORNER
W: WEST CENTERLINE-EXTEND CENTERLINE SECTION 9
E: EAST CENTERLINE-EXTEND CENTERLINE SECTION 9
CROSSING CITY OF LAKEWOOD LINES
ANNEXATION AREA
699.87 ACRES

FOR USE OF:
KELLY SURVEYING AND DESIGN GROUP, LTD.
3700 COUNTRY CLUB ROAD, SUITE 302
DENVER, COLORADO 80210
BY: MARTIN G. BERME, PLS. 27926

ANNUAL MAP
TO THE CITY OF LAKEWOOD, STATE OF COLORADO
A PORTION OF SECTIONS 8, 9 AND 10, TOWNSHIP 4 SOUTH RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF JEFFERSON, STATE OF COLORADO
SHEET 2 OF 3

LEGEND
" SECTION CORNER
W: WEST CENTERLINE-EXTEND CENTERLINE SECTION 9
E: EAST CENTERLINE-EXTEND CENTERLINE SECTION 9
CROSSING CITY OF LAKEWOOD LINES
ANNEXATION AREA
699.87 ACRES

FOR USE OF:
KELLY SURVEYING AND DESIGN GROUP, LTD.
3700 COUNTRY CLUB ROAD, SUITE 302
DENVER, COLORADO 80210
BY: MARTIN G. BERME, PLS. 27926

ORIGINAL SCALE 1"=200' 1"=400'