

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE
APPROVING A SITE PLAN AMENDMENT FOR RENOVATIONS TO, AND THE EXPANSION
OF, THE FITNESS AND WELLNESS CENTER, FOR THE KENT DENVER SCHOOL
AT 4000 E. QUINCY AVENUE**

WHEREAS, Kent Denver School ("Owner") is the record property owner of property located at 4000 E. Quincy Avenue, and more particularly described in **Exhibit A**, attached hereto and incorporated herein ("Property"); and

WHEREAS, Owner plans to develop and improve a portion of the Property as more thoroughly described in an application for approval of a Site Plan Amendment, submitted on September 24, 2024, as amended ("Application"), such Application being authorized by Article VII, Chapter 16 of the Cherry Hills Village Municipal Code ("Code"); and

WHEREAS, the Planning and Zoning Commission ("P&Z") held a duly noticed public hearing on February 11, 2025, to consider the Application, and following the conclusion of the public hearing, P&Z voted to recommend approval of the Application to City Council, based on the evidence and testimony presented at such hearing; and

WHEREAS, pursuant to the Code, the City provided notice of a City Council public hearing to be held on April 1, 2025; and

WHEREAS, the City Council thereafter held such duly-noticed public hearing on the Application, where evidence and testimony were presented to the City Council; and

WHEREAS, the City Council determines that testimony and other evidence in the record supports findings that the proposed Site Plan Amendment, as presented in the Application, and outlined by staff's findings in staff's report, meets the criteria outlined in Section 16-7-320(e) of the Code and all other applicable provisions of the Code and does so find; and

WHEREAS, City Council desires to approve the Site Plan Amendment, together with the related Amended and Restated Development Agreement defining the terms and conditions of approval pertaining to the Site Plan Amendment ("Development Agreement") in substantially the form attached hereto as **Exhibit B**, subject to two conditions.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
CHERRY HILLS VILLAGE:**

Section 1. Incorporation of Recitals. The recitals contained above are incorporated herein by reference and are adopted as findings of the City Council.

Section 2. Site Plan Amendment and Development Agreement Approved. The Site Plan Amendment and Development Agreement referenced herein is hereby approved. The City Attorney is authorized, in cooperation with the City Manager, to make non-material changes to the Development Agreement that do not increase the City's obligations and authorizes the Mayor to execute the same on behalf of the City when in final form.

Section 3. Conditions Imposed. The Site Plan Amendment and Development Agreement herein approved are subject to the following conditions:

1. The Applicant shall provide City staff with written evidence of Denver Water's approval of all proposed relocations of easements prior to the issuance of the building permit for this project.
2. The Applicant shall provide City staff with written evidence of South Metro Fire Rescue's approval of the type(s) and location(s) of fire hydrants prior to the issuance of the building permit for this project.

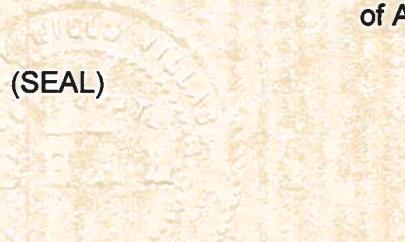
Section 4. Effective Date. This Resolution shall be effective immediately upon its adoption.

Section 5. Repealer. All resolutions or parts thereof in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution or revive any resolution.

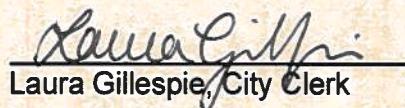
Section 6. Severability. If any provision of this resolution is found by a court of competent jurisdiction to be invalid, the remaining provisions of this resolution will remain valid, it being the intent of the City that the provisions of this resolution are severable.

Introduced, passed and adopted at a regular meeting of City Council this 1st day of April, 2025, by a vote of 5 yes and 0 no.

(SEAL)


Kathleen Brown
Kathleen Brown, Mayor

ATTEST:


Laura Gillespie
Laura Gillespie, City Clerk

APPROVED AS TO FORM:

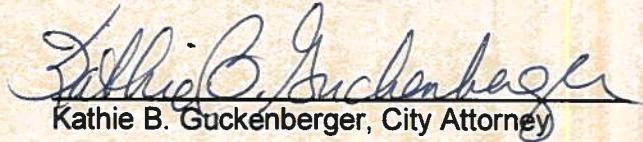

Kathie B. Guckenberger
Kathie B. Guckenberger, City Attorney

Exhibit A
Legal Description

4000 E QUINCY AVE, CHERRY HILLS VILLAGE, CO 80113
LEGAL DESCRIPTION:

THAT PORTION OF THE WEST 1/2 OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND THAT PORTION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
THENCE NORTH 89 DEGREES 21 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 7 494.0 FEET,
THENCE SOUTH 30.0 FEET,
THENCE SOUTH 00 DEGREES 59 MINUTES 30 SECONDS EAST 1281.6 FEET,
THENCE SOUTH 89 DEGREES 39 MINUTES 30 SECONDS EAST 941.0 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF THE HIGH LINE CANAL,
THENCE NORTH 00 DEGREES 20 MINUTES 30 SECONDS EAST 245.0 FEET ALONG SAID RIGHT OF WAY LINE,
THENCE NORTH 33 DEGREES 24 MINUTES 30 SECONDS WEST 337.7 FEET ALONG SAID RIGHT OF WAY LINE,
THENCE NORTH 63 DEGREES 15 MINUTES 30 SECONDS EAST 100.5 FEET,
THENCE NORTH 31 DEGREES 19 MINUTES 30 SECONDS WEST 112.0 FEET ALONG THE EASTERLY RIGHT OF WAY LINE OF THE HIGH LINE CANAL,
THENCE NORTH 63 DEGREES 40 MINUTES 30 SECONDS EAST 75.9 FEET,
THENCE NORTH 26 DEGREES 44 MINUTES 30 SECONDS WEST 114.0 FEET,
THENCE NORTH 79 DEGREES 14 MINUTES 30 SECONDS EAST 142.0 FEET,
THENCE NORTH 09 DEGREES 07 MINUTES EAST 493.7 FEET TO THE NORTH LINE OF SAID SECTION 7,
THENCE NORTH 89 DEGREES 21 MINUTES 30 SECONDS EAST 954.1 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 7,
THENCE SOUTH 00 DEGREES 08 MINUTES 15 SECONDS EAST 1580.32 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE HIGH LINE CANAL,
THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE ON THE ARC OF A CURVE TO THE LEFT, THE RADIUS OF SAID CURVE BEING 335.45 FEET FOR A DISTANCE OF 138.01 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 69 DEGREES 46 MINUTES 20 SECONDS EAST,
THENCE SOUTH 81 DEGREES 33 MINUTES 30 SECONDS EAST 451.3 FEET,
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIUS OF SAID CURVE BEING 44.375 FEET FOR A DISTANCE OF 67.07 FEET,
THENCE SOUTH 05 DEGREES 02 MINUTES 30 SECONDS WEST 291.2 FEET,
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, THE RADIUS OF SAID CURVE BEING 457.0 FEET FOR A DISTANCE OF 412.60 FEET,
THENCE SOUTH 46 DEGREES 41 MINUTES 30 SECONDS EAST 273.10 FEET,
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIUS OF SAID CURVE BEING 43.375 FEET FOR A DISTANCE OF 46.69 FEET,
THENCE SOUTH 89 DEGREES 20 MINUTES 15 SECONDS WEST 170.65 FEET,
THENCE NORTH 75 DEGREES 17 MINUTES 30 SECONDS WEST 400.13 FEET,
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, THE RADIUS OF SAID CURVE BEING 351.2 FEET, TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7,
THENCE WEST ALONG SAID SOUTH LINE TO THE CENTER OF SECTION 7,
THENCE SOUTH 00 DEGREES 08 MINUTES 15 SECONDS EAST 34.27 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE HIGH LINE CANAL,
THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, THE RADIUS OF SAID CURVE BEING 351.2 FEET, A DISTANCE OF 178.43 FEET,
THENCE SOUTH 04 DEGREES 36 MINUTES 30 SECONDS WEST 71.03 FEET,
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIUS OF SAID CURVE BEING 75.79 FEET, FOR A DISTANCE OF 104.25 FEET,
THENCE SOUTH 83 DEGREES 25 MINUTES 30 SECONDS WEST 400.4 FEET,
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, THE RADIUS OF SAID CURVE BEING 205.22 FEET FOR A DISTANCE OF 320.78 FEET,
THENCE SOUTH 06 DEGREES 08 MINUTES 30 SECONDS EAST 247.0 FEET,
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIUS OF SAID CURVE BEING 52.33 FEET FOR A DISTANCE OF 120.74 FEET,
THENCE NORTH 53 DEGREES 56 MINUTES 30 SECONDS WEST 321.5 FEET,
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, THE RADIUS OF SAID CURVE BEING 278.43 FEET FOR A DISTANCE OF 272.92 FEET,
THENCE SOUTH 69 DEGREES 53 MINUTES 30 SECONDS WEST 1.37 FEET,
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, THE RADIUS OF SAID CURVE BEING 457.0 FEET FOR A DISTANCE OF 148.14 FEET,
THENCE SOUTH 89 DEGREES 20 MINUTES 15 SECONDS WEST 1087.02 FEET,
THENCE NORTH 00 DEGREES 05 MINUTES 30 SECONDS EAST 737.0 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 7,

THENCE NORTH 84 DEGREES WEST 215.3 FEET,
THENCE NORTH 65 DEGREES 45 MINUTES WEST 340.5 FEET,
THENCE NORTH 57 DEGREES WEST 456.1 FEET,
THENCE NORTH 42 DEGREES WEST 614.9 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE
NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 68 WEST,
THENCE NORTH 00 DEGREES 02 MINUTES 15 SECONDS EAST ALONG SAID WEST LINE 1787.04
FEET TO THE NORTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION
12,
THENCE SOUTH 89 DEGREES 39 MINUTES 45 SECONDS EAST 1317.40 FEET TO THE POINT OF
BEGINNING.

EXCEPT THAT PORTION WITHIN THE HIGH LINE CANAL.

ALSO EXCEPT THAT PORTION DESCRIBED IN DEEDS RECORDED FEBRUARY 17, 1967
IN BOOK 1697 AT PAGE 766 AND AUGUST 30, 1967 IN BOOK 1724 AT PAGE 353.

ALSO LESS AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF CHERRY HILLS VILLAGE,
A HOME
RULE MUNICIPALITY OF THE STATE OF COLORADO IN DEED RECORDED JULY 24, 2018 UNDER
RECEPTION NO. D8072412.

Exhibit B
Development Agreement

Return to:
City of Cherry Hills Village
2450 E. Quincy Avenue
Cherry Hills Village, CO 80113

05/13/2025 12:33 PM RF: \$78.00 DF: \$0.00
Arapahoe County Clerk, CO
Page: 1 of 14
Joan Lopez, Clerk & Recorder

E5033056

**CITY OF CHERRY HILLS VILLAGE, COLORADO
AMENDED AND RESTATED DEVELOPMENT AGREEMENT
KENT DENVER SCHOOL**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (“Agreement”) is entered into and made between **KENT DENVER SCHOOL**, a Colorado nonprofit corporation, whose address is 4000 East Quincy Avenue, Cherry Hills Village, Colorado 80113, hereinafter referred to as “Kent Denver,” and the **CITY OF CHERRY HILLS VILLAGE, COLORADO**, a Colorado home rule municipal corporation whose address is 2450 East Quincy Avenue, Cherry Hills Village, Colorado 80113, hereinafter referred to as the “City.” Kent Denver and the City shall collectively be referred to as the “Parties.”

This Agreement shall be effective following execution by Kent Denver and immediately upon the date of the authorized execution of this Agreement by the City’s Mayor or Mayor Pro Tem (such date being hereinafter referred to as “Effective Date”).

RECITALS AND PRESENTATIONS:

WHEREAS, Kent Denver represents that it is the sole owner of the following described property located in the City of Cherry Hills Village, County of Arapahoe, State of Colorado:

The Kent Denver School campus commonly addressed and known as 4000 East Quincy Avenue, Cherry Hills Village, Colorado, and more particularly described in the legal description attached as Exhibit A; such Kent Denver School campus in its entirety hereinafter generally referred to as the “Property.”

WHEREAS, Kent Denver and the City entered into numerous previously approved development agreements, including but not limited to: (a) the Expanded Use Agreement for Kent Denver School Athletic Field Expansion Project dated April 1, 2003 and recorded in the real property records of Arapahoe County, Colorado (“County”) on April 4, 2003 at Reception No. B3070319, as amended by that certain Amended Expanded Use Agreement for Kent Denver School Athletic Field Expansion Project dated April 11, 2012 and recorded in the real property records of the County on May 11, 2012 at Reception No. D2051194; (b) the Expanded Use Agreement for Kent Denver School Performing Arts Center Expansion Project dated June 15, 2005 and recorded in the real property records of the County on August 5, 2005 at Reception No. 5249337; (c) the Expanded Use Agreement for Kent Denver School Dining Expansion Project dated March 18, 2010 and recorded in the real property records of the County on July 12, 2010 at Reception No. D0066161; (d) the Development Agreement for the Kent Denver School Yates Pavilion Gymnasium Project dated October 7, 2013 and recorded in the real property records of the County on December 30, 2013 at Reception No. D3152848; (e) the Expanded Use Agreement for Kent Denver Middle School Project, dated March 21, 2017 and recorded in the real property records of the County on April 3, 2017 at Reception No. D7037666; (f) the Development Agreement for Kent Denver School Upper School Building Project dated February 22, 2018 and recorded in the real property records of the

County on February 23, 2018 at Reception No. D8017734 (the “Upper School Building Project Development Agreement”), as amended by that certain First Amendment to Development Agreement Kent Denver School Upper School Building Project dated June 3, 2019 and recorded in the real property records of the County on February 5, 2025 at Reception No. E5008315 (together, the “Prior Development Agreements”); and

WHEREAS, the Upper School Building Project Development Agreement consolidated, integrated, and superseded all prior development agreements between the City and Kent Denver as of the time of that agreement’s approval; and

WHEREAS, the Parties entered into the First Amendment to Development Agreement Kent Denver School Upper School Building Project to delete certain traffic mitigation measures related to the conveyance of a portion of land necessary to construct a traffic roundabout at the intersection of East Quincy Avenue and Colorado Boulevard (“Roundabout”), and specifically, deleted measures b., c., and d. of Exhibit D and Exhibit F to the Upper School Building Project Development Agreement; and

WHEREAS, consequently, the City did not construct the Roundabout, which necessitates an updated Traffic and Parking Management Plan, set forth in Exhibit C; and

WHEREAS, pursuant to requirements in the Upper School Building Project Development Agreement, Kent Denver conveyed to the City a strip of land for right-of-way purposes by bargain and sale deed recorded in the real property records of the County on July 24, 2018, at Reception No. D8072412, thereby complying with mitigation measure a. in Exhibit D; and the remaining mitigation measure e. in Exhibit E has been incorporated into Paragraph 2.5(A) of this Agreement, thereby eliminating the need for Exhibits D and E to the Upper School Building Project Development Agreement; and

WHEREAS, Kent Denver is planning to develop and improve a portion of the Property, including expanding and modifying the Yates Pavilion Gymnasium and the Black Fieldhouse and upgrading, expanding, and constructing a Fitness and Wellness facility addition to those buildings, reconfiguring nearby parking areas, and relocating a fire lane on the Property, as more thoroughly described in a Site Plan Amendment Application submitted on September 24, 2024 (the “Site Plan Amendment Application”), such Site Plan Amendment Application being authorized by Article VII, Chapter 16 of the Municipal Code for the City of Cherry Hills Village (collectively, the “Application” or “Project”); and

WHEREAS, Kent Denver’s stated purpose for the Project is to provide an upgraded fitness and wellness facility, upgraded locker rooms, and related amenities for the exclusive use of the Kent Denver School’s students, faculty, and staff, and student enrollment is not projected to increase as a result of the Project; and

WHEREAS, Kent Denver has submitted to the City a letter prepared by Matrix Design Group, Inc. dated September 12, 2024 that concludes that the Project will have no adverse impact on the traffic operations of the adjacent streets, and stating that the Project may reduce peak hour trips due to changes in arrival and departure times for patrons to enjoy the new facility; and

WHEREAS, Kent Denver agrees that all terms set forth herein, including but not limited to exterior lighting requirements, coordinating start and release times with BRAVE Academy, and participation in traffic mitigation meetings convened by the City's Director of Community Development, are reasonable conditions imposed by the City in consideration of its approval of the Application and that such requirements are necessary to protect, promote, and enhance the public welfare; and

WHEREAS, in conformance with Section 16-7-365 of the City Code, Kent Denver is required to enter into a development agreement with the City defining terms and conditions of the City's approval of the Application; and

WHEREAS, Kent Denver voluntarily agrees to the conditions of approval imposed by City Council as memorialized in this Agreement; and

WHEREAS, the Parties desire to document and memorialize the terms and conditions that will govern the development and the future operation of the Property and the Project as set forth in this Agreement, in compliance with Section 16-7-365 of the Code and Section 3.12 of the Upper School Building Project Development Agreement, as amended, which requires amendments to that agreement to be in writing and signed by the Parties; and

WHEREAS, the Parties desire and intend that this Agreement supersede and replace all previously approved development agreements affecting the Property.

NOW, THEREFORE in consideration of the mutual promises, covenants, and agreements by the Parties, the approval by the City of Cherry Hills Village of the Application, and other good and valuable considerations, the sufficiency and adequacy of which are hereby acknowledged by the Parties, the Parties agree as follows:

1.0 DEFINITIONS.

“Application”	shall mean the application for the approval of a Site Plan Amendment submitted by Kent Denver to the City on or about September 24, 2024, including supporting plans, documents, mapping, drawings, landscape plans, and other illustrations titled “Kent Denver School Fitness and Wellness Center Site Plan Amendment.”
“City Code”	shall mean the Municipal Code for the City of Cherry Hills Village, as the same may be amended from time to time.
“Concurrent Events”	shall mean two or more meetings, assemblies, plays, concerts, games, tournaments, lectures, sporting events, or other Special Events that occur on the Property on the same day with overlapping times.
“Entry Road”	shall mean the main ingress and egress driveway to Kent Denver from East Quincy Avenue existing as of the Effective Date of this Agreement.
“Project Area”	shall mean that portion of the Kent Denver Property subject to the Application involving the development and improvement of a portion

	of the Property for expanding and modifying the Yates Pavilion Gymnasium and the Black Fieldhouse and constructing a Fitness and Wellness facility in addition to those buildings.
“Project”	shall mean the Application, as defined above.
“Special Event”	shall mean any event on the Kent Denver campus that meets <u>all</u> of the following criteria: (1) occurs or is conducted outside of regular school hours (typically non-holiday dates, typically Monday through Friday, 8:00 a.m. to 3:00 p.m. or as adjusted pursuant to this Agreement); and (2) is reasonably expected to result in the use of 75% or more of the permanent parking spaces located within the Event Area; and (3) at which the attendance is reasonably expected to exceed 800 people.

2.0 USE AND OPERATION OF KENT DENVER PROPERTY.

- 2.1 Prior Development Agreements Superseded. This Agreement shall supersede the Prior Development Agreements, except as otherwise stated herein.
- 2.2 Parking Requirements. In the Upper School Building Project Development Agreement, City Council granted a reduction in the minimum required number of parking spaces as authorized by the City Code at that time. The Property is currently served by 806 parking spaces pursuant to that agreement and as reflected in the parking analysis completed by Kent Denver in 2018, which is attached to this Agreement as Exhibit B for historical reference only. The thirty (30) parking spaces in Lots L and M on the Property were not included in calculating the 806 parking spaces. Based upon Section 16-4-10 of the City Code, which imposes minimum parking space requirements, the Project requires additional parking spaces, for a required total of 812 parking spaces. The application shows that the Property, including the Project Area, will be served by 812 recognized parking spaces located in the vicinity of Kent Denver academic campus, and does not include the thirty (30) spaces from Lots L and M that are shown as part of this application for context. The Parties acknowledge and agree that by providing a total of 812 parking spaces in the vicinity of the Kent Denver academic campus to meet City Code requirements, the Application proposes parking spaces in excess of the minimum parking spaces previously granted by City Council and is therefore in greater compliance with the City’s minimum parking space requirements. For these reasons, City Council hereby approves a **new minimum of 812 parking spaces**, excluding the parking spaces in Lots L and M, to serve the Property. Following the Effective Date of this Agreement, no reduction in parking spaces below this new minimum shall be permitted, and no further use or expansion of the Property shall occur that will cause the approved parking reduction to exceed twenty percent (20%) without subsequent review and approval of the proposed parking reduction by City Council, in accordance with the City Code.
- 2.3 Traffic Management Plan. Kent Denver shall update and implement the “Traffic and Parking Management Plan” (the “Plan”) that was submitted with Kent Denver’s

Expanded Use application for the construction of new athletic fields in 2002, reconfirmed with Kent Denver's Expanded Use application for construction of the Performing Arts Center in 2005 and updated with Kent Denver's Expanded Use application for construction of the Upper School in 2018. A copy of the updated Plan is attached to this Agreement as Exhibit C and is incorporated herein by reference. The Parties understand and agree that Kent Denver's continued compliance with the Plan constitutes, in part, justification for City Council's 2018 grant of a reduction in the off-street parking requirements as authorized by the City Code.

2.4 Limitation on Concurrent Events. Kent Denver shall not program, schedule or conduct Concurrent Events that will cause the parking demand for each Concurrent Event to exceed the parking capacity based on the requirement of three (3) occupants to one (1) parking space within a $\frac{1}{4}$ mile radius of each Concurrent Event. For example, Kent Denver shall not hold a musical performance in the El Pomar Theater and also host a Special Event in the Upper School Building if each event is expected to fill all parking spaces within a $\frac{1}{4}$ mile radius of each Concurrent Event.

2.5 Traffic Control Required.

(A) Because the City has not constructed a Roundabout at East Quincy Avenue and Colorado Boulevard, the existing Entry Road will remain in its current location and Kent Denver will continue to provide, at its sole expense at then effective hourly rates, a uniformed traffic control officer coordinated through the Cherry Hills Village Police Department to direct traffic at the intersection of East Quincy Avenue and the Entry Road for a minimum of one-hour period during the peak morning hour Monday through Friday during each school year when school is in session and during Special Events.

(B) Kent Denver shall provide, at its sole expense at then effective hourly rates, a uniformed traffic control officer coordinated through the Cherry Hills Village Police Department to direct traffic at the intersection of East Quincy Avenue and the Entry Road for a minimum three-hour period during any event at the Property that is expected to conclude any time between 5:00 to 6:00 p.m. Monday through Friday during the school year and which is expected to exceed 500 attendees. Events requiring a uniformed traffic control officer pursuant to this Section 2.5(B) shall not exceed ten (10) events per calendar year. However, additional events requiring traffic control will be allowed when there is available Police Department or other law enforcement staff.

2.6 Mailed Notice Required for Special Events. Kent Denver shall mail via regular U.S. Mail (or comparable delivery service such as hand delivery or private commercial courier) written notice of each Special Event not less than 30 days before the date of such Special Event. Such notice shall be provided to each residential property located either immediately adjacent to the Kent Denver property or adjacent to a public or private street or drive adjacent to the Kent Denver property. Notice shall include the name, date, and approximate times of each Special Event, together with any other information deemed desirable by Kent Denver. A single notice may include or combine

notice of any number of Special Events during the school year or during a given period of time.

- 2.7 **General Public Notice of Other Events Encouraged.** Kent Denver is encouraged to provide a schedule or other form of list or information identifying events planned or proposed for the Property that may result in traffic, parking, or attendance in excess of that experienced during customary or typical day-to-day school operations. Such schedule or notice is encouraged to be posted on a publicly available worldwide web site.
- 2.8 **Construction of Project/Building Permit.** Kent Denver shall submit requests and receive approval for all necessary building permits prior to commencing construction of the Project, and shall provide the City with written documentation of approval regarding any changes to any existing or proposed easements prior to the issuance of any building permit related to the Project. Kent Denver shall construct the Project in accordance with the Application and all applicable laws, including the adopted uniform building, construction, fire, and safety codes of the City of Cherry Hills Village. Kent Denver shall commence construction of the Project as evidenced by the City's issuance of a building permit within one hundred eighty (180) days of the Effective Date.
- 2.9 **Restriction on Use of Stadium Facility.** Kent Denver shall use the Stadium and Athletic Field for activities or events at which Kent Denver, its students, faculty and staff are participants, attendees, or are joint participants with other non-Kent Denver teams or organizations. Kent Denver shall not lease, rent, loan, license, grant, or otherwise provide the use of the Stadium and Athletic Field for activities unrelated to Kent Denver.
- 2.10 **Exterior Lighting.** Exterior lighting on the Property must comply with all applicable provisions of the City Code; provided, however, that during the summer, outside of the normal school year, lights in parking areas will be turned off by 10:00 p.m. except during Special Events. Kent Denver agrees not to erect new or additional exterior or exterior-projected lighting on the stadium facility designated as Deso Field in the Application, except as may be required by the application of the City's building and fire codes.
- 2.11 **Noise.** Kent Denver's use of the Property shall comply with applicable noise and/or nuisance regulations of the City of Cherry Hills Village, as now existing or as may be later amended or adopted by the City.
- 2.12 **Landscaping.** Kent Denver shall install and maintain in a living and healthy condition all landscaping described pursuant to the Application and all Prior Development Agreements referenced in Paragraph 2.1 of this Agreement. Any dead, diseased, or unhealthy landscaping materials shall be promptly replaced with materials of like kind and size.
- 2.13 **Construction Times.** Kent Denver shall comply with the restrictions on construction times set forth in Section 18-11-60 of the City Code.

2.14 **Start and Release Times.** Kent Denver agrees to make all reasonable efforts to establish start times and release times that are coordinated with the starting time for the first class period and ending time for the last class period at BRAVE Academy, located at 3651 S. Colorado Boulevard in Cherry Hills Village (“BRAVE Schedule”), to minimize as much as is logistically possible, any overlap between Kent Denver’s start and release times and BRAVE’s Schedule. Kent Denver agrees to adjust its start time and release times as required to fulfill this condition and inform the City, in writing, of these changes ten (10) business days before such changes become effective.

2.15 **Traffic Mitigation Discussions.** If the City reasonably determines pursuant to the City’s police powers that traffic related to Kent Denver has caused or continues to cause material adverse impact on City streets or public rights-of-way, the City may provide written notice to Kent Denver identifying such material adverse impacts (“Adverse Impact Notice”). Kent Denver agrees that within sixty (60) days of receiving an Adverse Impact Notice, they will participate in good faith meetings with the Director of Community Development (“Director”) and other such individuals, organizations, or entities as the Director may require, in the Director’s sole discretion, to discuss potential solutions to mitigating adverse impacts caused by school-related traffic and to discuss potential modifications.

2.16 **Site Plan Amendment Trigger.** In the event that Kent Denver desires to expand its enrollment above 805 students, Kent Denver shall apply to the City for a Site Plan Amendment in accordance with the City Code.

3.0 MISCELLANEOUS PROVISIONS.

3.1 **Delays.** The Parties have executed this Agreement such that completion of the improvements shall be subject to strikes, accidents, acts of God, weather conditions which justify a delay of construction in light of standard practices in the building profession, inability to secure labor, fire regulations or restrictions imposed by any government or governmental agency, or other delay resulting from events which are beyond the control of the delaying party and which are agreed to by the Parties as justifying delay.

3.2 **Waiver.** A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

3.3 **No Waiver of Government Immunity.** Nothing in this Agreement shall be construed to waive, limit or otherwise modify any governmental immunity that may be available by law to the City of Cherry Hills Village, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

3.4 **Binding Effect.** The Parties hereto agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns thereof and shall

constitute covenants running with the Property. To the extent permitted by law, Kent Denver and all future successors, heirs, legal representatives, and assigns of Kent Denver shall be jointly and severally responsible for all terms, conditions, and obligations set forth in this Agreement.

- 3.5 **No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Kent Denver, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on such Agreement. It is the express intention of the City and Kent Denver that any person other than the City or Kent Denver receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 3.6 **Remedies and Enforcement.** Any activity or use of the Property that does not comply with the terms of this Agreement constitutes a violation of the City's approval of the site plan amendment and a violation of the City Code. In addition to any other rights or remedies provided by law, the City may initiate any one or more of the following actions: (1) delay processing of any pending land use application; (2) issue stop work orders; (3) refuse to issue or approve any land development permit including but not limited to building permits, right-of-way permits, or certificates of occupancy; (4) issue a citation to Kent Denver or any contractor for violating the requirements of the City Code; or (5) initiate legal proceedings in any appropriate court of law.
- 3.7 **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising from this Agreement shall lie with any appropriate court within Arapahoe County, Colorado.
- 3.8 **Attorney's Fees.** If Kent Denver breaches this Agreement, Kent Denver shall pay the City's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of the Agreement.
- 3.9 **Assignment and Release.** All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by Kent Denver without the express written consent of the City of Cherry Hills Village which consent may be withheld at the City's discretion for any or no reason.
- 3.10 **Paragraph Captions.** The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
- 3.11 **Severability.** Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.
- 3.12 **Integration and Amendment.** This Agreement represents the entire agreement between the Parties concerning this Application and there are no oral or collateral agreements or understandings concerning this Application. This Agreement may be amended only by an instrument in writing signed by the Parties.

3.13 **Incorporation of Exhibits.** Unless otherwise stated in this Agreement, exhibits referenced in this Agreement shall be incorporated into this Agreement for all purposes. Application materials, construction plans, plats, and other documentation referenced in this Agreement are public records on file and available for review at the City of Cherry Hills Village, Village Center, 2450 East Quincy Avenue, Cherry Hills Village, Colorado.

3.14 **Review of Referenced Documents.** Kent Denver hereby understands and acknowledges that the public documents referenced in this Agreement, including but not limited to the City Code, were, prior to the execution of this Agreement, and are presently, available for review and inspection at the Cherry Hills Village City Hall, 2450 East Quincy Avenue, Cherry Hills Village, Colorado during regular business hours. Kent Denver has reviewed such documentation, or elected not to review such documentation, prior to execution of this Agreement.

3.15 **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by United States Mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the mailing address for such party, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the United States Mail.

3.16 **Recording of Agreement.** This Agreement may, at the option and expense of the City, be recorded in the office of the Clerk and Recorder of Arapahoe County.

3.17 **Authority.** The undersigned signatories represent that they have the authority to execute this Agreement on behalf of their organizations and to contractually bind their respective organizations.

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Development Agreement as of the date(s) set forth below.

CITY OF CHERRY HILLS VILLAGE, a
Colorado home rule municipal corporation

By Kathleen Brown
Mayor Kathleen Brown

Date of execution: 5/6, 2025

ATTEST:

Laura Gillespie
Laura Gillespie, City Clerk

APPROVED AS TO FORM:

Kathie Guckenberger
Kathie Guckenberger, City Attorney

KENT DENVER SCHOOL, a Colorado
nonprofit corporation

By: Jerry Walker

Jerry Walker
Associate Head of School

Date of execution: 5-5, 2025

STATE OF COLORADO

)

COUNTY OF Arapahoe

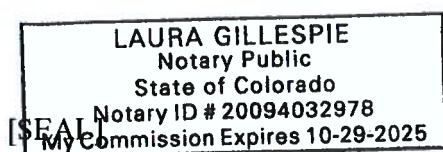
) ss.

)

Acknowledged before me this 5th day of May, 2025, by Jerry Walker, as Associate Head of School of Kent Denver School, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 10/29/25



Laura Gillespie
Notary

EXHIBIT A
LEGAL DESCRIPTION

4000 E QUINCY AVE, CHERRY HILLS VILLAGE, CO 80113

LEGAL DESCRIPTION:

THAT PORTION OF THE WEST 1/2 OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND THAT PORTION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
THENCE NORTH 89 DEGREES 21 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 7 494.0 FEET,
THENCE SOUTH 30.0 FEET,
THENCE SOUTH 00 DEGREES 59 MINUTES 30 SECONDS EAST 1281.6 FEET,
THENCE SOUTH 89 DEGREES 39 MINUTES 30 SECONDS EAST 941.0 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF THE HIGH LINE CANAL,
THENCE NORTH 00 DEGREES 20 MINUTES 30 SECONDS EAST 245.0 FEET ALONG SAID RIGHT OF WAY LINE,
THENCE NORTH 33 DEGREES 24 MINUTES 30 SECONDS WEST 337.7 FEET ALONG SAID RIGHT OF WAY LINE,
THENCE NORTH 63 DEGREES 15 MINUTES 30 SECONDS EAST 100.5 FEET,
THENCE NORTH 31 DEGREES 19 MINUTES 30 SECONDS WEST 112.0 FEET ALONG THE EASTERLY RIGHT OF WAY LINE OF THE HIGH LINE CANAL,
THENCE NORTH 63 DEGREES 40 MINUTES 30 SECONDS EAST 75.9 FEET,
THENCE NORTH 26 DEGREES 44 MINUTES 30 SECONDS WEST 114.0 FEET,
THENCE NORTH 79 DEGREES 14 MINUTES 30 SECONDS EAST 142.0 FEET,
THENCE NORTH 09 DEGREES 07 MINUTES EAST 493.7 FEET TO THE NORTH LINE OF SAID SECTION 7,
THENCE NORTH 89 DEGREES 21 MINUTES 30 SECONDS EAST 954.1 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 7,
THENCE SOUTH 00 DEGREES 08 MINUTES 15 SECONDS EAST 1580.32 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE HIGH LINE CANAL,
THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE ON THE ARC OF A CURVE TO THE LEFT,
THE RADIUS OF SAID CURVE BEING 335.45 FEET FOR A DISTANCE OF 138.01 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 69 DEGREES 46 MINUTES 20 SECONDS EAST,
THENCE SOUTH 81 DEGREES 33 MINUTES 30 SECONDS EAST 451.3 FEET,
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIUS OF SAID CURVE BEING 44.375 FEET FOR A DISTANCE OF 67.07 FEET,
THENCE SOUTH 05 DEGREES 02 MINUTES 30 SECONDS WEST 291.2 FEET,
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, THE RADIUS OF SAID CURVE BEING 457.0 FEET FOR A DISTANCE OF 412.60 FEET,
THENCE SOUTH 46 DEGREES 41 MINUTES 30 SECONDS EAST 273.10 FEET,
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIUS OF SAID CURVE BEING 43.375 FEET FOR A DISTANCE OF 46.69 FEET,
THENCE SOUTH 89 DEGREES 20 MINUTES 15 SECONDS WEST 170.65 FEET,
THENCE NORTH 75 DEGREES 17 MINUTES 30 SECONDS WEST 400.13 FEET,
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, THE RADIUS OF SAID CURVE BEING 351.2 FEET, TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7,
THENCE WEST ALONG SAID SOUTH LINE TO THE CENTER OF SECTION 7,
THENCE SOUTH 00 DEGREES 08 MINUTES 15 SECONDS EAST 34.27 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE HIGH LINE CANAL,
THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, THE RADIUS OF SAID CURVE BEING 351.2 FEET, A DISTANCE OF 178.43 FEET,
THENCE SOUTH 04 DEGREES 36 MINUTES 30 SECONDS WEST 71.03 FEET,
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIUS OF SAID CURVE BEING 75.79 FEET, FOR A DISTANCE OF 104.25 FEET,

THENCE SOUTH 83 DEGREES 25 MINUTES 30 SECONDS WEST 400.4 FEET,
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, THE RADIUS OF SAID CURVE BEING 205.22 FEET FOR A
DISTANCE OF 320.78 FEET,
THENCE SOUTH 06 DEGREES 08 MINUTES 30 SECONDS EAST 247.0 FEET,
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIUS OF SAID CURVE BEING 52.33 FEET FOR A
DISTANCE OF 120.74 FEET,
THENCE NORTH 53 DEGREES 56 MINUTES 30 SECONDS WEST 321.5 FEET,
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, THE RADIUS OF SAID CURVE BEING 278.43 FEET FOR A
DISTANCE OF 272.92 FEET,
THENCE SOUTH 69 DEGREES 53 MINUTES 30 SECONDS WEST 1.37 FEET,
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, THE RADIUS OF SAID CURVE BEING 457.0 FEET FOR A
DISTANCE OF 148.14 FEET,
THENCE SOUTH 89 DEGREES 20 MINUTES 15 SECONDS WEST 1087.02 FEET,
THENCE NORTH 00 DEGREES 05 MINUTES 30 SECONDS EAST 737.0 FEET TO THE WEST $\frac{1}{4}$ CORNER OF SAID
SECTION 7,
THENCE NORTH 84 DEGREES WEST 215.3 FEET,
THENCE NORTH 65 DEGREES 45 MINUTES WEST 340.5 FEET,
THENCE NORTH 57 DEGREES WEST 456.1 FEET,
THENCE NORTH 42 DEGREES WEST 614.9 FEET TO THE WEST LINE OF THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF
SECTION 12, TOWNSHIP 5 SOUTH, RANGE 68 WEST,
THENCE NORTH 00 DEGREES 02 MINUTES 15 SECONDS EAST ALONG SAID WEST LINE 1787.04 FEET TO THE
NORTHWEST CORNER OF THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 12,
THENCE SOUTH 89 DEGREES 39 MINUTES 45 SECONDS EAST 1317.40 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION WITHIN THE HIGH LINE CANAL.

ALSO EXCEPT THAT PORTION DESCRIBED IN DEEDS RECORDED FEBRUARY 17, 1967
IN BOOK 1697 AT PAGE 766 AND AUGUST 30, 1967 IN BOOK 1724 AT PAGE 353.

ALSO LESS AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF CHERRY HILLS VILLAGE, A HOME
RULE MUNICIPALITY OF THE STATE OF COLORADO IN DEED RECORDED JULY 24, 2018 UNDER
RECEPTION NO. D8072412.

EXHIBIT B

PARKING ANALYSIS*

Kent Denver Parking Analysis - 2018			
	2013 Gymnasium Expansion	2017 Middle School Expansion	2018 Upper School Expansion
Parking Required	980	986	1010
Parking Provided	780	808	806
Spaces Below Requirement	200	178	204
% Reduction	20.4%	18.1%	20.2%

*For historical reference, per Section 2.2 of the Agreement.

EXHIBIT C

UPDATED TRAFFIC AND PARKING MANAGEMENT PLAN

Kent Denver shall comply with the following traffic and parking management plan:

- (A) No Special Event shall be scheduled to begin or be conducted during regular scheduled daytime hours (typically non-holiday dates, Monday through Friday, 8:00 a.m. to 3:00 p.m.) at Kent Denver School; and
- (B) Kent Denver shall arrange for, hire, and use at Kent Denver's cost and expense at least one Cherry Hills Village uniformed traffic control officer to direct traffic on East Quincy Avenue at the Entry Road during any Special Event; and
- (C) With the exception of Special Events, Kent Denver shall schedule and program the use of its school, athletic fields, and facilities in a manner that will prevent parking demand from exceeding parking capacity.