

## Zone Map Amendment (Rezoning) - Application

<b>PROPERTY OWNER INFORMATION*</b> <input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION <input type="checkbox"/> CHECK IF POINT OF CONTACT FOR FEE PAYMENT***		<b>PROPERTY OWNER(S) REPRESENTATIVE**</b> <input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION <input type="checkbox"/> CHECK IF POINT OF CONTACT FOR FEE PAYMENT***	
Property Owner Name		Representative Name	
Address		Address	
City, State, Zip		City, State, Zip	
Telephone		Telephone	
Email		Email	
*All standard zone map amendment applications must be initiated by owners (or authorized representatives) of at least 51% of the total area of the zone lots subject to the rezoning. See page 4.		**Property owner shall provide a written letter authorizing the representative to act on his/her behalf. ***If contact for fee payment is other than above, please provide contact name and contact information on an attachment.	
<b>SUBJECT PROPERTY INFORMATION</b>			
Location (address):			
Assessor's Parcel Numbers:			
Area in Acres or Square Feet:			
Current Zone District(s):			
<b>PROPOSAL</b>			
Proposed Zone District:			
<b>PRE-APPLICATION INFORMATION</b>			
In addition to the required pre-application meeting with Planning Services, did you have a concept or a pre-application meeting with Development Services?		<input type="checkbox"/> <b>Yes - State the contact name &amp; meeting date</b> _____ <input type="checkbox"/> <b>No - Describe why not (in outreach attachment, see bottom of p. 3)</b>	
Did you contact the City Council District Office regarding this application ?		<input type="checkbox"/> <b>Yes - if yes, state date and method</b> _____ <input type="checkbox"/> <b>No - if no, describe why not (in outreach attachment, see bottom of p. 3)</b>	

## REZONING REVIEW CRITERIA (ACKNOWLEDGE EACH SECTION)

<p>General Review Criteria DZC Sec. 12.4.10.7.A</p> <p>Check box to affirm <b>and</b> include sections in the review criteria narrative attachment</p>	<p><input type="checkbox"/> <b>Consistency with Adopted Plans: The proposed official map amendment is consistent with the City's adopted plans.</b></p> <p>Please provide a review criteria narrative attachment describing <b>how</b> the requested zone district is consistent with the policies and recommendations found in <b>each</b> of the adopted plans below. Each plan should have its own section.</p> <p><b>1. Denver Comprehensive Plan 2040</b></p> <p>In this section of the attachment, describe <b>how</b> the proposed map amendment is consistent with <i>Denver Comprehensive Plan 2040's</i> a) equity goals, b) climate goals, and c) any other applicable goals/strategies.</p> <p><b>2. Blueprint Denver</b></p> <p>In this section of the attachment, describe <b>how</b> the proposed map amendment is consistent with: a) the neighborhood context, b) the future place, c) the growth strategy, d) adjacent street types, e) plan policies and strategies, and f) equity concepts contained in <i>Blueprint Denver</i>.</p> <p><b>3. Neighborhood/ Small Area Plan and Other Plans (List all from pre-application meeting, if applicable):</b></p> <hr/>
<p>General Review Criteria DZC Sec. 12.4.10.7.A.1</p> <p><b>Only check this box if your application is not consistent with 12.4.10.7.A</b></p>	<p><input type="checkbox"/> <b>Community Need Exception: The City Council may approve an official map amendment that does not comply with subsection 12.4.10.7.A if the proposed official map amendment is necessary to provide for an extraordinary community need that was not anticipated at the time of the adoption of the city's plans.</b></p> <p>Please provide a narrative attachment describing <b>how</b> the requested zone district is <b>necessary</b> to provide for an extraordinary community need that was not anticipated at the time of the adoption of the city's plans.</p>
<p>General Review Criteria: DZC Sec. 12.4.10.7. B &amp; C</p> <p>Check boxes to the right to affirm <b>and</b> include a section in the review criteria for the public interest narrative attachment and for consistency with the neighborhood context and the stated purpose and intent of the proposed zone district.</p>	<p><input type="checkbox"/> <b>Public Interest: The proposed official map amendment is in the Public Interest.</b></p> <p>In the review criteria narrative attachment, please provide an additional section describing <b>how</b> the requested rezoning is in the public interest of the city.</p> <p><input type="checkbox"/> <b>The proposed official map amendment is consistent with the description of the applicable neighborhood context, and with the stated purpose and intent of the proposed Zone District.</b></p> <p>In the review criteria narrative attachment, please provide a separate section describing <b>how</b> the rezoning aligns with a) the proposed district neighborhood context description, b) the general purpose statement, and c) the specific intent statement found in the Denver Zoning Code.</p>

## REQUIRED ATTACHMENTS

Please check boxes below to affirm the following **required** attachments are submitted with this rezoning application:

- ☐ **Legal Description of subject property(s).** Submit as a **separate Microsoft Word document**. View guidelines at: <https://www.denvergov.org/content/denvergov/en/transportation-infrastructure/programs-services/right-of-way-survey/guidelines-for-land-descriptions.html>
- ☐ **Proof of ownership document** for each property owner signing the application, such as (a) Assessor's Record, (b) Warranty deed, or (c) Title policy or commitment dated no earlier than 60 days prior to application date. If the owner is a corporate entity, proof of authorization for an individual to sign on behalf of the organization is required. This can include board resolutions authorizing the signer, bylaws, a Statement of Authority, or other legal documents as approved by the City Attorney's Office.
- ☐ **Review Criteria Narratives.** See page 2 for details.
- ☐ **Outreach documentation.** Pre-application outreach is required. The minimum requirement is outreach to the City Council District Office, Registered Neighborhood Organizations, and adjacent neighbors. Please describe all community outreach and engagement to these and any other community members or organizations. The outreach documentation must include the type of outreach, who was contacted or met with, the date of the outreach or engagement, and a description of feedback received, if any. If outreach was via email, the applicant may include a copy of the email. The outreach documentation attachment should be sent as a PDF or Word Doc, separate from other required attachments.

## ADDITIONAL ATTACHMENTS (IF APPLICABLE)

Additional information may be needed and/or required. Please check boxes below identifying additional attachments provided with this application.

- ☐ **Written narrative explaining reason for the request** (optional)
- ☐ **Letters of Support.** If surrounding neighbors or community members have provided letters in support of the rezoning request, please include them with the application as an attachment (optional)
- ☐ **Written Authorization to Represent Property Owner(s)** (if applicable)
- ☐ **Individual Authorization to Sign on Behalf of a Corporate Entity** (e.g. if the deed of the subject property lists a corporate entity such as an LLC as the owner, this document is required.) (if applicable)
- ☐ **Affordable Housing Review Team Acceptance Letter** (if applicable)
- ☐ **Other Attachments.** Please describe below.

# REZONING GUIDE

Rezoning Application Page 4 of 4

## PROPERTY OWNER OR PROPERTY OWNER(S) REPRESENTATIVE CERTIFICATION

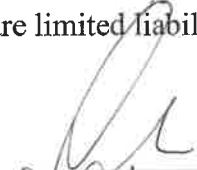
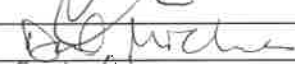
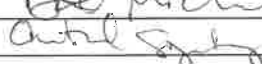
We, the undersigned represent that we are the owner(s) of the property described opposite our names, or have the authorization to sign on behalf of the owner as evidenced by a Power of Attorney or other authorization attached, and that we do hereby request initiation of this application. I hereby certify that, to the best of my knowledge and belief, all information supplied with this application is true and accurate. I understand that without such owner consent, the requested official map amendment action cannot lawfully be accomplished.

Property Owner Name(s) (please type or print legibly)	Property Address City, State, Zip Phone Email	Property Owner Interest % of the Area of the Zone Lots to Be Rezoned	Please sign below as an indication of your consent to the above certification statement	Date	Indicate the type of ownership documentation provided: (A) Assessor's record, (B) warranty deed, (C) title policy or commitment, or (D) other as approved	Has the owner authorized a representative in writing? (YES/NO)
<b>EXAMPLE</b> John Alan Smith and Josie Q. Smith	123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov	100%	<i>John Alan Smith</i> <i>Josie Q. Smith</i>	01/12/20	(A)	YES
			see attached			

**SIGNATURE PAGE  
TO REZONING APPLICATION**

**SHOPS AT NORTHFIELD**

SCP NORTHFIELD, LLC,  
a Delaware limited liability company

By:   
Name:   
Title: 

# 8210 E NORTHFIELD BLVD

**Owner** SCP NORTHFIELD LLC  
8340 E NORTHFIELD BLVD UNIT2600  
DENVER, CO 80238-3184

**Schedule Number** 01215-01-004-000

**Legal Description** STAPLETON FLG #14 BLK 1 PT OF L2 AKA "FEDERATED" PARCEL \*

**Property Type** COMMERCIAL-SHOPPING CENTER

**Tax District** 425I

## Chain Of Title Records

**Reception Number** 2023003052

**Reception Date** 1/13/2023

**Instrument** SW

**Sale Date** 1/10/2023

**Sale Price** \$8,000,000

**Grantor** MACY'S CALIFORNIA INC

**Grantee** SCP NORTHFIELD LLC

**Reception Number** 2006011150

**Reception Date** 1/18/2006

**Instrument** QC

**Sale Date** 12/31/2005

<b>Sale Price</b>	\$0
<b>Grantor</b>	FEDERATED RETAIL HOLDINGS INC
<b>Grantee</b>	MACY'S CALIFORNIA INC
<b>Reception Number</b>	2005184628
<b>Reception Date</b>	10/31/2005
<b>Instrument</b>	SW
<b>Sale Date</b>	10/28/2005
<b>Sale Price</b>	\$0
<b>Grantor</b>	STAPLETON NORTH TOWN LLC
<b>Grantee</b>	FEDERATED RETAIL HOLDINGS INC

# 4600 N WABASH ST MISC

<b>Owner</b>	SCP NORTHFIELD LLC 8340 E NORTHFIELD BLVD UNIT2600 DENVER, CO 80238-3184
<b>Schedule Number</b>	01215-01-016-000
<b>Legal Description</b>	STAPLETON FLG #14 BLK 1 PT OF L2 AKA PARCEL "13" *
<b>Property Type</b>	COMMERCIAL-SHOPPING CENTER
<b>Tax District</b>	425I

## Chain Of Title Records

<b>Reception Number</b>	2022013139
<b>Reception Date</b>	1/28/2022
<b>Instrument</b>	SW
<b>Sale Date</b>	1/20/2022
<b>Sale Price</b>	\$66,000,000
<b>Grantor</b>	NORTHFIELD STAPLETON ASSOCIATE
<b>Grantee</b>	SCP NORTHFIELD LLC
<b>Reception Number</b>	2017139445
<b>Reception Date</b>	10/24/2017
<b>Instrument</b>	WD
<b>Sale Date</b>	10/23/2017



<b>Sale Price</b>	\$0
<b>Grantor</b>	STAPLETON NORTH TOWN LLC
<b>Grantee</b>	NORTHFIELD STAPLETONASSOCIATE
<b>Reception Number</b>	2005183046
<b>Reception Date</b>	10/27/2005
<b>Instrument</b>	BG
<b>Sale Date</b>	10/26/2005
<b>Sale Price</b>	\$10
<b>Grantor</b>	STAPLETON NORTH TOWN LLC
<b>Grantee</b>	FC NORTHFIELD @ STAPLETON LLC
<b>Reception Number</b>	2005183047
<b>Reception Date</b>	10/27/2005
<b>Instrument</b>	BG
<b>Sale Date</b>	10/26/2005
<b>Sale Price</b>	\$10
<b>Grantor</b>	FC NORTHFIELD @ STAPLETON LLC
<b>Grantee</b>	STAPLETON NORTH TOWN LLC

# 4600 N WABASH ST MISC

<b>Owner</b>	SCP NORTHFIELD LLC 8340 E NORTHFIELD BLVD UNIT2600 DENVER, CO 80238-3184
<b>Schedule Number</b>	01215-01-017-000
<b>Legal Description</b>	STAPLETON FLG #14 BLK 1 PT OF L2 AKA PARCEL "14" *
<b>Property Type</b>	COMMERCIAL-SHOPPING CENTER
<b>Tax District</b>	425I

## Chain Of Title Records

<b>Reception Number</b>	2022013139
<b>Reception Date</b>	1/28/2022
<b>Instrument</b>	SW
<b>Sale Date</b>	1/20/2022
<b>Sale Price</b>	\$66,000,000
<b>Grantor</b>	NORTHFIELD STAPLETON ASSOCIATE
<b>Grantee</b>	SCP NORTHFIELD LLC
<b>Reception Number</b>	2017139445
<b>Reception Date</b>	10/24/2017
<b>Instrument</b>	WD
<b>Sale Date</b>	10/23/2017

<b>Sale Price</b>	\$0
<b>Grantor</b>	STAPLETON NORTH TOWN LLC
<b>Grantee</b>	NORTHFIELD STAPLETONASSOCIATE
<b>Reception Number</b>	2005183046
<b>Reception Date</b>	10/27/2005
<b>Instrument</b>	BG
<b>Sale Date</b>	10/26/2005
<b>Sale Price</b>	\$10
<b>Grantor</b>	STAPLETON NORTH TOWN LLC
<b>Grantee</b>	FC NORTHFIELD @ STAPLETON LLC
<b>Reception Number</b>	2005183047
<b>Reception Date</b>	10/27/2005
<b>Instrument</b>	BG
<b>Sale Date</b>	10/26/2005
<b>Sale Price</b>	\$10
<b>Grantor</b>	FC NORTHFIELD @ STAPLETON LLC
<b>Grantee</b>	STAPLETON NORTH TOWN LLC

# 8582 E NORTHFIELD BLVD

<b>Owner</b>	SCP NORTHFIELD LLC 8340 E NORTHFIELD BLVD UNIT2600 DENVER, CO 80238-3184
<b>Schedule Number</b>	01215-01-018-000
<b>Legal Description</b>	STAPLETON FLG #14 BLK 1 PT OF L2 AKA PARCEL "15" *
<b>Property Type</b>	COMMERCIAL-SHOPPING CENTER
<b>Tax District</b>	425I

## Chain Of Title Records

<b>Reception Number</b>	2022013139
<b>Reception Date</b>	1/28/2022
<b>Instrument</b>	SW
<b>Sale Date</b>	1/20/2022
<b>Sale Price</b>	\$66,000,000
<b>Grantor</b>	NORTHFIELD STAPLETON ASSOCIATE
<b>Grantee</b>	SCP NORTHFIELD LLC
<b>Reception Number</b>	2017139445
<b>Reception Date</b>	10/24/2017
<b>Instrument</b>	WD
<b>Sale Date</b>	10/23/2017

<b>Sale Price</b>	\$0
<b>Grantor</b>	STAPLETON NORTH TOWN LLC
<b>Grantee</b>	NORTHFIELD STAPLETONASSOCIATE
<b>Reception Number</b>	2005183046
<b>Reception Date</b>	10/27/2005
<b>Instrument</b>	BG
<b>Sale Date</b>	10/26/2005
<b>Sale Price</b>	\$10
<b>Grantor</b>	STAPLETON NORTH TOWN LLC
<b>Grantee</b>	FC NORTHFIELD @ STAPLETON LLC
<b>Reception Number</b>	2005183047
<b>Reception Date</b>	10/27/2005
<b>Instrument</b>	BG
<b>Sale Date</b>	10/26/2005
<b>Sale Price</b>	\$10
<b>Grantor</b>	FC NORTHFIELD @ STAPLETON LLC
<b>Grantee</b>	STAPLETON NORTH TOWN LLC

# 8380 E NORTHFIELD BLVD

<b>Owner</b>	SCP NORTHFIELD LLC 8340 E NORTHFIELD BLVD UNIT2600 DENVER, CO 80238-3184
<b>Schedule Number</b>	01215-01-019-000
<b>Legal Description</b>	STAPLETON FLG #14 BLK 1 PT OF L2 AKA PARCEL "16" *
<b>Property Type</b>	VACANT LAND
<b>Tax District</b>	425I

## Chain Of Title Records

<b>Reception Number</b>	2022013139
<b>Reception Date</b>	1/28/2022
<b>Instrument</b>	SW
<b>Sale Date</b>	1/20/2022
<b>Sale Price</b>	\$66,000,000
<b>Grantor</b>	NORTHFIELD STAPLETON ASSOCIATE
<b>Grantee</b>	SCP NORTHFIELD LLC
<b>Reception Number</b>	2017139445
<b>Reception Date</b>	10/24/2017
<b>Instrument</b>	WD
<b>Sale Date</b>	10/23/2017

<b>Sale Price</b>	\$0
<b>Grantor</b>	STAPLETON NORTH TOWN LLC
<b>Grantee</b>	NORTHFIELD STAPLETONASSOCIATE
<b>Reception Number</b>	2005183046
<b>Reception Date</b>	10/27/2005
<b>Instrument</b>	BG
<b>Sale Date</b>	10/26/2005
<b>Sale Price</b>	\$10
<b>Grantor</b>	STAPLETON NORTH TOWN LLC
<b>Grantee</b>	FC NORTHFIELD @ STAPLETON LLC
<b>Reception Number</b>	2005183047
<b>Reception Date</b>	10/27/2005
<b>Instrument</b>	BG
<b>Sale Date</b>	10/26/2005
<b>Sale Price</b>	\$10
<b>Grantor</b>	FC NORTHFIELD @ STAPLETON LLC
<b>Grantee</b>	STAPLETON NORTH TOWN LLC

# 8390 E NORTHFIELD BLVD

<b>Owner</b>	SCP NORTHFIELD LLC 8340 E NORTHFIELD BLVD UNIT2600 DENVER, CO 80238-3184
<b>Schedule Number</b>	01215-01-020-000
<b>Legal Description</b>	STAPLETON FLG #14 BLK 1 PT OF L2 AKA PARCEL "17" *
<b>Property Type</b>	VACANT LAND
<b>Tax District</b>	425I

## Chain Of Title Records

<b>Reception Number</b>	2022013139
<b>Reception Date</b>	1/28/2022
<b>Instrument</b>	SW
<b>Sale Date</b>	1/20/2022
<b>Sale Price</b>	\$66,000,000
<b>Grantor</b>	NORTHFIELD STAPLETON ASSOCIATE
<b>Grantee</b>	SCP NORTHFIELD LLC
<b>Reception Number</b>	2017139445
<b>Reception Date</b>	10/24/2017
<b>Instrument</b>	WD
<b>Sale Date</b>	10/23/2017



<b>Sale Price</b>	\$0
<b>Grantor</b>	STAPLETON NORTH TOWN LLC
<b>Grantee</b>	NORTHFIELD STAPLETONASSOCIATE
<b>Reception Number</b>	2005183046
<b>Reception Date</b>	10/27/2005
<b>Instrument</b>	BG
<b>Sale Date</b>	10/26/2005
<b>Sale Price</b>	\$10
<b>Grantor</b>	STAPLETON NORTH TOWN LLC
<b>Grantee</b>	FC NORTHFIELD @ STAPLETON LLC
<b>Reception Number</b>	2005183047
<b>Reception Date</b>	10/27/2005
<b>Instrument</b>	BG
<b>Sale Date</b>	10/26/2005
<b>Sale Price</b>	\$10
<b>Grantor</b>	FC NORTHFIELD @ STAPLETON LLC
<b>Grantee</b>	STAPLETON NORTH TOWN LLC

# 8384 E NORTHFIELD BLVD

<b>Owner</b>	SCP NORTHFIELD LLC 8340 E NORTHFIELD BLVD UNIT2600 DENVER, CO 80238-3184
<b>Schedule Number</b>	01215-01-028-000
<b>Legal Description</b>	STAPLETON FLG #14 BLK 1 PT OF L2 AKA PARCEL "S" *
<b>Property Type</b>	COMMERCIAL-SHOPPING CENTER
<b>Tax District</b>	425I

## Chain Of Title Records

<b>Reception Number</b>	2022013139
<b>Reception Date</b>	1/28/2022
<b>Instrument</b>	SW
<b>Sale Date</b>	1/20/2022
<b>Sale Price</b>	\$66,000,000
<b>Grantor</b>	NORTHFIELD STAPLETON ASSOCIATE
<b>Grantee</b>	SCP NORTHFIELD LLC
<b>Reception Number</b>	2017139445
<b>Reception Date</b>	10/24/2017
<b>Instrument</b>	WD
<b>Sale Date</b>	10/23/2017

<b>Sale Price</b>	\$0
<b>Grantor</b>	STAPLETON NORTH TOWN LLC
<b>Grantee</b>	NORTHFIELD STAPLETONASSOCIATE
<b>Reception Number</b>	2005183046
<b>Reception Date</b>	10/27/2005
<b>Instrument</b>	BG
<b>Sale Date</b>	10/26/2005
<b>Sale Price</b>	\$10
<b>Grantor</b>	STAPLETON NORTH TOWN LLC
<b>Grantee</b>	FC NORTHFIELD @ STAPLETON LLC

# 4600 N WABASH ST MISC

<b>Owner</b>	SCP NORTHFIELD LLC 10850 WILSHIRE BLVD STE1050 LOS ANGELES, CA 90024-4326
<b>Schedule Number</b>	01215-01-029-000
<b>Legal Description</b>	STAPLETON FLG #14 BLK 1 PT OF L2 LYING W & ADJ PARCEL "S" & N OF "FEDERATED" PARCEL
<b>Property Type</b>	COMMERCIAL-SHOPPING CENTER
<b>Tax District</b>	425I

## Chain Of Title Records

<b>Reception Number</b>	2022013139
<b>Reception Date</b>	1/28/2022
<b>Instrument</b>	SW
<b>Sale Date</b>	1/20/2022
<b>Sale Price</b>	\$66,000,000
<b>Grantor</b>	NORTHFIELD STAPLETON ASSOCIATE
<b>Grantee</b>	SCP NORTHFIELD LLC
<b>Reception Number</b>	2017139445
<b>Reception Date</b>	10/24/2017
<b>Instrument</b>	SW
<b>Sale Date</b>	10/23/2017

<b>Sale Price</b>	\$10
<b>Grantor</b>	STAPLETON NORTH TOWN LLC
<b>Grantee</b>	NORTHFIELD STAPLETONASSOCIATES

# 8216 E NORTHFIELD BLVD

<b>Owner</b>	SCP NORTHFIELD LLC 8340 E NORTHFIELD BLVD UNIT2600 DENVER, CO 80238-3184
<b>Schedule Number</b>	01215-01-042-000
<b>Legal Description</b>	STAPLETON FLG #14 BLK 1 L2 EXC PARCELS 'A1 THRU A15', PARCEL'C-TARGET TRACT', PARCEL 'FOLEYS', PARCELS '25- 28' PARCEL 'LOOP ROAD' & PARCEL 'JC PENNY TAX PARCEL' *
<b>Property Type</b>	COMMERCIAL-SHOPPING CENTER
<b>Tax District</b>	425I

## Chain Of Title Records

<b>Reception Number</b>	2022013139
<b>Reception Date</b>	1/28/2022
<b>Instrument</b>	SW
<b>Sale Date</b>	1/20/2022
<b>Sale Price</b>	\$66,000,000
<b>Grantor</b>	NORTHFIELD STAPLETON ASSOCIATE
<b>Grantee</b>	SCP NORTHFIELD LLC
<b>Reception Number</b>	2017139445
<b>Reception Date</b>	10/24/2017
<b>Instrument</b>	SW
<b>Sale Date</b>	10/23/2017

<b>Sale Price</b>	\$10
<b>Grantor</b>	STAPLETON NORTH TOWN LLC
<b>Grantee</b>	NORTHFIELD STAPLETONASSOCIATES

# 8400 E NORTHFIELD BLVD

<b>Owner</b>	SCP NORTHFIELD LLC 8340 E NORTHFIELD BLVD UNIT2600 DENVER, CO 80238-3184
<b>Schedule Number</b>	01215-01-043-000
<b>Legal Description</b>	STAPLETON FLG #14 BLK 1 PT OF L2 DIF RCP #2006134040 RCD8/21/2006 AKA PARCEL "28" EXC PARCEL "JC PENNY TAXPARCEL"
<b>Property Type</b>	COMMERCIAL-SHOPPING CENTER
<b>Tax District</b>	425I

## Chain Of Title Records

<b>Reception Number</b>	2022013139
<b>Reception Date</b>	1/28/2022
<b>Instrument</b>	SW
<b>Sale Date</b>	1/20/2022
<b>Sale Price</b>	\$66,000,000
<b>Grantor</b>	NORTHFIELD STAPLETON ASSOCIATE
<b>Grantee</b>	SCP NORTHFIELD LLC
<b>Reception Number</b>	2017139445
<b>Reception Date</b>	10/24/2017
<b>Instrument</b>	SW
<b>Sale Date</b>	10/23/2017



<b>Sale Price</b>	\$10
<b>Grantor</b>	STAPLETON NORTH TOWN LLC
<b>Grantee</b>	NORTHFIELD STAPLETONASSOCIATES

**LIMITED LIABILITY COMPANY AGREEMENT  
OF  
SCP NORTHFIELD, LLC**

This LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of SCP NORTHFIELD, LLC is entered into by SCP Northfield Mezzco, LLC, as the sole member (the "Member"), as of the \_\_\_\_ day of January, 2022.

WHEREAS, the Company was heretofore formed as a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. §18-101, et. seq.), as amended from time to time (the "Act"), by the filing of a Certificate of Formation for the Company filed with the Secretary of State of the State of Delaware on September 1, 2021; and

WHEREAS, the Member desires to adopt and approve this Agreement under the Act.

NOW, THEREFORE, the Member hereto hereby amends and restates the Initial Agreement in its entirety and agrees as follows:

1. Name. The name of the limited liability company formed hereby is SCP NORTHFIELD, LLC (the "Company"). The business of the Company may be conducted under any other name deemed necessary or desirable by the Member in order to comply with local law.

2. Filing of Certificates. As of September 1, 2021, Dennis Harris was designated an "authorized person" within the meaning of the Act, and executed, delivered and filed the Certificate of Formation of the Company with the Secretary of State of the State of Delaware. Upon the filing of the Certificate of Formation with the Secretary of State of the State of Delaware, his powers as an "authorized person" ceased, and the Member thereupon became the designated "authorized person" within the meaning of the Act.

3. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, (i) engaging in any lawful act or activity for which limited liability companies may be formed under the Act and (ii) engaging in any and all activities necessary or incidental to the foregoing.

4. Principal Business Office. The principal business office of the Company shall be located at 10850 Wilshire Blvd., Suite 1050, Los Angeles, CA 90024 or such other location as the Member may determine from time to time.

5. Registered Office; Registered Agent. The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808. The name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808.

6. Member. The name and the mailing address of the Member shall be set forth in Annex A hereto. The Member is hereby admitted as a member of the Company and agrees to be bound by the terms of this Agreement.

7. Powers.

(a) Subject to the provisions of this Agreement, the Company shall have and may exercise all the powers now or hereafter conferred by Delaware law and all powers necessary, convenient or incidental to accomplish the purposes of the Company set forth in Section 3. The Member shall have full power and authority on behalf of and in the name of the Company to bind the Company with respect to any and all objects and purposes and to exercise any and all of the powers of the Company contemplated by this Agreement.

(b) The Member may, from time to time as it deems advisable, select natural persons who are employees or agents of the Company and designate them as officers of the Company (the "Officers") and assign titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. Unless the Member decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section 7(b) may be revoked at any time by the Member. An Officer may be removed with or without cause by the Member. Each of Dan Michaels and Dennis Harris is hereby appointed an Officer of the Company with the authority to bind and take all actions or execute all documents on behalf of the Company they deem desirable or necessary.

8. Capital Contributions. The Member has made or will make contributions to the capital of the Company in the amounts and proportions set forth in Annex A hereto.

9. Additional Contributions. The Member shall not be required to make additional capital contributions to the Company in excess of the amount set forth in Annex A hereto.

10. Allocation of Profits and Losses. For so long as the Member is the sole member of the Company, the Company's profits and losses shall be allocated solely to the Member.

11. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to the Member on account of its interest in the Company if such distribution would violate the Act or other applicable law.

12. Fiscal Year; Tax Matters.

(a) The fiscal year of the Company for accounting and tax purposes shall begin on January 1 and end on December 31 of each year, except for the short taxable years in the years of the Company's formation and termination and as otherwise required by the Internal Revenue Code of 1986, as amended (the "Code").

(b) Proper and complete records and books of account of the business of the Company, including Annex A, shall be maintained at the Company's principal place of business. The Member acknowledges and agrees that so long as the Member is the sole owner an interest

in the Company, the Company shall be disregarded as an entity separate from the Member for U.S. federal income tax purposes pursuant to Treasury Regulations Section 301.7701-3(b)(1)(ii). The Company's books of account shall be maintained on a basis consistent with such treatment. The Member and its duly authorized representatives may, for any reason reasonably related to its interest as a member of the Company, examine the Company's books of account and make copies and extracts therefrom at its own expense. The Member shall maintain the records of the Company for three years following the termination of the Company.

13. Assignments and Transfers of Interests. The Member may at any time transfer all or any portion of its interest in the Company. If the Member transfers all of its interest in the Company in accordance with this Section 13, the transferee shall be admitted to the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission, the transferor Member shall cease to be a member of the Company.

14. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the consent of the Member and upon such terms (including with respect to participation in the management, profits, losses and distributions of the Company) as may be determined by the Member and the additional persons or entities to be admitted.

15. Exculpation and Indemnification.

(a) Neither the Member nor any Officer, agent or employee of the Company nor any affiliate, partner, stockholder, officer, director, employee or agent of the Member (including the executors, heirs, assigns, successors or other legal representatives of any such persons) (collectively, the "Covered Persons") shall be liable to the Company or any other person or entity who is a party to or is otherwise bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on the Covered Person by this Agreement, except that such Covered Person shall be liable in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions.

(b) To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by the Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on the Covered Person by this Agreement, except that a Covered Person shall not be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. The right to indemnification granted by this Section 15(b) shall be in addition to any rights to which such Covered Person may otherwise be entitled and shall inure to the benefit of the successors or assigns of such Covered Person. The Company shall pay the expenses incurred by such Covered Person in defending a civil or criminal action, suit or proceeding in advance of the final disposition of such action, suit or proceeding, upon

receipt of an undertaking by such Covered Person to repay such payment if there shall be an adjudication or determination that such Covered Person is not entitled to indemnification as provided herein. A Covered Person may not satisfy any right of indemnity or reimbursement granted in this Section 15(b) or to which it may be otherwise entitled except out of the assets of the Company, and the Member shall not be personally liable with respect to any such claim for indemnity or reimbursement. The Member may obtain appropriate insurance on behalf of the Company to secure the Company's obligations hereunder.

16. Dissolution.

(a) The Company shall be dissolved and its affairs shall be wound up upon the first to occur of: (i) the written consent of the Member, (ii) any time there are no members of the Company, unless the Company is continued in accordance with the Act, or (iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

(b) Upon dissolution of the Company, the Member shall promptly wind up the affairs of the Company, except that if the Member is unable to perform this function, a liquidator elected by the Member shall wind up the affairs of the Company. The proceeds from liquidation of the Company's assets shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

17. Benefits of Agreement; No Third-Party Rights. The provisions of this Agreement are intended solely to benefit the Member and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor shall be a third-party beneficiary of this Agreement), and the Member shall have no duty or obligation to any creditor of the Company to make any contributions or payments to the Company.

18. Severability of Provisions. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

19. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

20. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws. The Member intend the provisions of the Act to be controlling as to any matters not set forth in this Agreement.

21. Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed by the Member.

22. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first written above.

SCP NORTHFIELD MEZZCO, LLC,  
a Delaware limited liability company

By: 

Name: Steven Yari

Title: Authorized Signatory

SCP NORTHFIELD, LLC  
Schedule of the Member

<u>Name and Address of the Member</u>	<u>Capital Contribution (US\$)</u>
SCP Northfield Mezzco, LLC 10850 Wilshire Blvd., Suite 1050, Los Angeles, CA 90024	\$100.00

SCP NORTHFIELD, LLC  
11601 Wilshire Blvd, Suite 1750  
Los Angeles, CA 90025

December 20, 2024

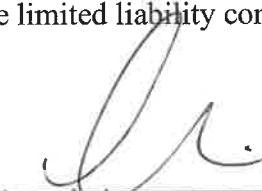
Community Planning and Development  
City and County of Denver  
201 W. Colfax Avenue  
Denver, Colorado 80202

Re: Authorization with respect to the proposed land use application for certain real property located within the Shops at Northfield ("**Property**") in the City and County of Denver ("**City**")

Ladies and Gentlemen:

The undersigned ("**Owner**"), as owner of the Property, hereby designates Cory Rutz, of Otten Johnson Robinson Neff + Ragonetti PC (collectively, or each individually, "**Representative**"), as authorized representative of Owner to submit on behalf of Owner all applications and supporting materials required or requested by the City in connection with the proposed Zone Map Amendment for the Property and any related development approvals in connection therewith. In furtherance of the foregoing, Owner request that any verbal or written communication regarding this application be given to Representative pursuant to such contact information provided by Representative to the City.

SCP NORTHFIELD, LLC,  
a Delaware limited liability company

By:   
Name: Cory Rutz  
Title: Authorized Signatory



December 27, 2024

**VIA E-MAIL**

Community Planning & Development  
City and County of Denver  
201 W. Colfax Avenue  
Denver, Colorado 80202

Re: Rezoning Application for the Shops at Northfield

Dear Community Planning & Development:

This firm represents Stockdale Capital Partners, LLC, together with its affiliates (the “**Applicant**”), with respect to approximately 16 acres of land located in the northeast corner of the Shops at Northfield (collectively, the “**Property**”) in the City and County of Denver (the “**City**”). This letter is submitted in support of the Applicant’s application for rezoning of the Property from C-MU-20, with waivers, to the Urban Center Mixed Use Eight District (C-MX-8) and the Urban Center Mixed Use Five District (C-MX-5) (the “**Rezoning Application**”) under the Denver Zoning Code (“**Code**”).

**Property Background and Context**

The Property is an approximately 16 acre area located south of Northfield Blvd., between Verbena St. and Willow St. within the Stapleton neighborhood of the City; the Property is also part of the Shops at Northfield. The Property was part of the North Town Center Development Plan recorded in the real property records of the City on December 7, 2004 under Reception No. 2004249705 (the “**Development Plan**”), which covers the entirety of the Shops at Northfield. According to the Development Plan, the Property itself was intended to be developed as a suburban-style shopping center, with a significant amount of ground area designated for surface parking. While the parking was completed, much of the development of the Property has not materialized, it is currently home to only one big box store; the Off Broadway Shoe Warehouse. Today, there are a significant number of vacant lots on the Property, as well as numerous underutilized parking lots, which, while consistent with the Development Plan approved in 2004 and the current, Former Chapter 59 zoning designation, do not match the City’s adopted plans or the neighborhood context, which envisions a more vibrant, walkable, mix-use community. Indeed, the area surrounding the Property comprises a broad mix of newer retail, office, and residential uses. The area to the south and west of the Property are part of the Shops at Northfield and are made up of retail and office. To the north there is a small corridor of retail with low-density residential beyond, zoned M-RX-5, and to the east exists medium-density residential in areas zoned M-IMX-5, M-IMX-8 and M-IMX-12.

In connection with the Rezoning Application, the Applicant desires to redevelop the Property to create an approximately 1,500-unit residential development with ground floor commercial uses, together with enhanced open spaces and gathering areas intended for inclusivity with thoughtful pedestrian and mobility connections both within the property and to the surrounding neighborhood. In short, the Rezoning Application seeks to help this large property evolve to contribute to the surrounding area, creating a 15 or 20-minute community where people can live, work, recreate—a community with convenient access to retail services and open spaces by walking, biking, and using transit. Moreover, the vision for this Property would bring much-needed activity and vibrancy to many of the businesses surrounding the site, injecting important economic activity and generating sales tax revenues for a growing City with evolving needs. Compared to the Property's current uses, this vision much more closely aligns with the City's adopted plans and community visions, as more particularly discussed in the following sections.

To facilitate such redevelopment, the Applicant submits this Rezoning Application.

### Criteria for Rezoning

Pursuant to the Code, applications for rezoning must meet all of the “general review criteria” set forth in Section 12.4.10.7. The proposed rezoning to C-MX-8 and C-MX-5 meets these review criteria, as well as the proposed revisions to such criteria, as follows:

General Review Criteria: Consistency with Adopted Plans. The proposed official map amendment is consistent with the City's adopted plans. Code § 12.4.10.7.A.

As of the date of this letter, there are two City-wide plans applicable to this Property: the *Denver Comprehensive Plan 2040* and *Blueprint Denver 2019*, in addition to a small area plan from 1995: the *Central Park Development Plan*. *Blueprint* designates the Property, and surrounding portions of the Shops at Northfield, as within the “Urban Center” future neighborhood context, which calls for a high mix of uses in multi-story, mixed-use, building forms. *Blueprint*, p. 137.

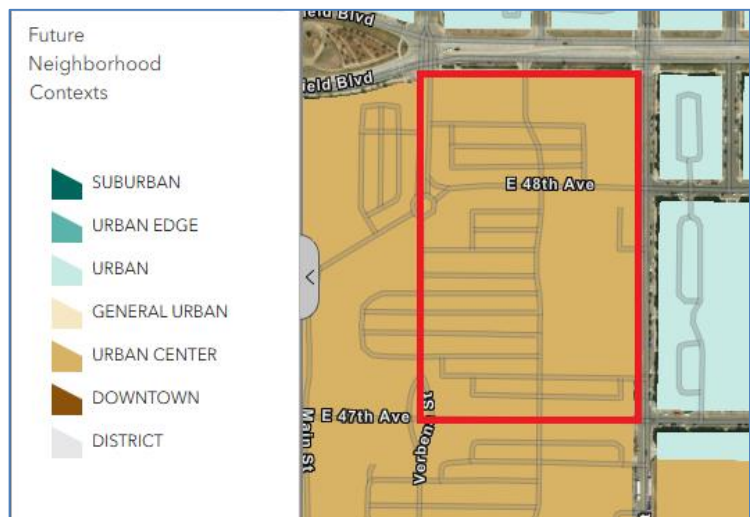


Figure: Future Neighborhood Context - Urban Center Blueprint Designation

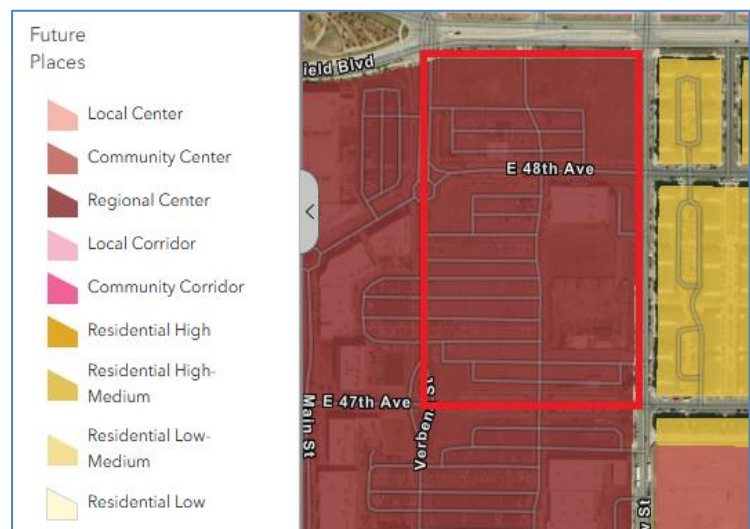


Figure: Future Places - Regional Center Blueprint Designation

With respect to future land use, *Blueprint* describes the Property as a “Regional Center,” which provides “a dynamic environment of residential, dining, entertainment and shopping, while incorporating a diverse set of employment options.” In a Regional Center, “structures respond in form and mass to the streets and public spaces around them. *Blueprint*, p. 144. The Property is also within a “Regional Center Growth Area” per *Blueprint*, meaning that it, together with other Regional Center Growth Areas, is anticipated to accommodate 50 percent of the City’s new job growth and 30 percent of the City’s new households by 2040. *Blueprint*, p. 51.

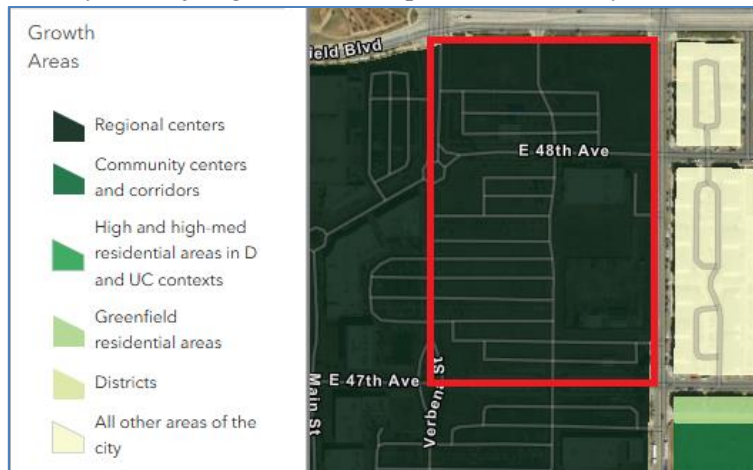


Figure: Growth Areas - Regional Center Blueprint Designation

The proposed rezoning is consistent with these designations in *Blueprint* in that it would allow for the growth and redevelopment of the Property consistent with the goals for Regional Center Growth Areas, while still responding in form, mass, and height to the surrounding area. The Property is ideally situated to provide a transition from the low-density, and medium-density residential to the north and east, respectively, to the more intense mixed-use and retail located to the south and west.

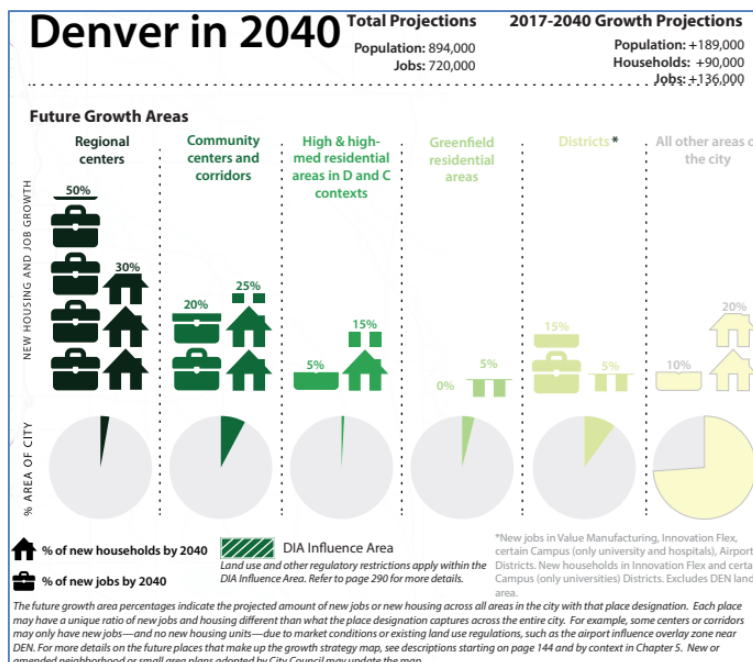


Figure: Denver in 2040 - Future Growth Areas Blueprint Chart

The Rezoning Application would step up the building height across the Property by locating the C-MX-5 zones to the north and east and placing the C-MX-8 zone in the southwest portion of the Property. This layout considers the Building Height guidance of *Blueprint* by creating transitions from the surrounding contexts rather than simply requesting rezoning to the maximum allowed height within a Regional Center Growth Area, which is intended to be “the tallest in the context and transition gradually within the center to the surrounding areas.” *Blueprint*, p. 256. As the Property is located on the perimeter of the Regional Center Growth Area, this transition is appropriate to respond to the adjacent five-story zoning to the north and east of the Property, and furthers the Building Height intent set forth in *Blueprint* to be responsive to surrounding context, transitions from higher to lower intensity areas, and furthering urban design goals. *Blueprint*, p. 67. While more building height could potentially better meet

*Blueprint*'s stated goals of adjacent to mobility hubs and community benefits, such as affordable housing, the transition from five to eight stories strikes the appropriate balance among these various factors given the Property's context within the larger area. Of the various zone districts set forth in the Code, the proposed C-MX districts best allow for a smooth transition from the residential areas to the north and east to the C-MU-20 zoned shopping center to the south and west.

More generally, each of the applicable plans stress the importance of allowing for density, and particularly residential density, in mixed use regional urban centers where investment in transit options has occurred and can be improved. For example, residential development, which would be permitted by the C-MX-5 and C-MX-8 districts, is desirable at this location due to its proximity to Central Park Station (less than two miles) and numerous bus stops serving multiple bus routes (two bus stops within one-quarter mile and eleven bus stops within one-half mile). The future development of this property made feasible by approval of the Rezoning Application could also serve to improve the last-mile connections in the area, making transit to Central Park Station both safer and more convenient. *Blueprint* has designated Northfield Blvd., which abuts the Property to the north, as a "speed and reliability corridor," a "bicycle priority street," and has given it a "Pedestrian, Bike & Transit" Future Modal Priority. *Blueprint*, p. 174-83. The Property is located in close proximity to the Northfield Trail, which connects to the Sand Creek Trail and, in turn, to the Platte River Trail which provides bicycle access to downtown Denver and across much of the Denver Metro region. As such, this Rezoning Application would further the multi-modal goals in *Blueprint* Denver for this specific neighborhood, providing much-needed opportunities to bike, walk, and take transit for hundreds of residents at this location and the surrounding properties.

More specifically, the Rezoning Application furthers the following strategies set forth in *Denver Comprehensive Plan 2040*:

- Equitable, Affordable and Inclusive, Strategy 1.A:  
*Increase development of housing units close to transit and mixed-use development.*  
As noted above, the Property is proximate to Central Park Station, local bus routes, a designated "bicycle priority street" (Northfield Blvd.) and the Northfield Trail. Additionally, the Property itself is contemplated for mixed-use development, which would be consistent with and encouraged by the proposed Rezoning Application, and is located within a larger mixed-use development—the Shops at Northfield—as well as residential neighborhoods to the north and east. By permitting additional density and a wider range of uses, approval of the Rezoning Application would further this strategy. Further, it provides residents with more equitable housing and transportation opportunities, largely by placing dense development near multimodal transportation options, ensuring that the burdensome cost of owning and operating a vehicle is not a prerequisite to entry.
- Equitable, Affordable and Inclusive, Strategies 2.A, 2.B; Strong and Authentic Neighborhoods, Strategy 1.B:  
*Create a greater mix of housing options in every neighborhood for all individuals and families. Ensure city policies and regulations encourage every neighborhood to provide a complete range of housing options.*  
*Ensure neighborhoods offer a mix of housing types and services for a diverse population*  
Approval of the Rezoning Application would allow for higher density housing options than what is

available under the current zoning or in the surrounding area, which would facilitate a more complete range of housing options.

- Equitable, Affordable and Inclusive, Strategy 3.B:  
*Use land use regulations to enable and encourage the private development of affordable, missing middle and mixed-income housing, especially where close to transit.*  
Approval of the Rezoning Application would result in development of the Property that would be considered High Impact Development and require a High Impact Compliance Plan (“**HICP**”) pursuant to the terms and conditions of Chapter 27, Division 3 of the Denver Revised Municipal Code (collectively, the “**HICP Requirements**”). As such, the development will be required to submit a HICP that includes a combination of one or more of, but not be limited to, the following:
  - A plan to provide IRUs (as defined in the HICP Requirements) sufficient to meet or exceed one of the compliance options applicable to “enhanced” compliance.
  - The dedication of land for the provision of affordable housing.
  - A plan to provide IRUs at a greater depth of affordability than the compliance requirements applicable to “enhanced” compliance.
  - A plan to provide IRUs specifically designed to meet the needs of families and larger households.

These requirements will ensure that the development brings in affordable, missing middle, and/or mixed income housing to an area close to transit, thereby advancing this strategy.

- Strong and Authentic Neighborhoods, Strategy 1.A  
*Build a network of well-connected, vibrant, mixed-use centers and corridors.*  
Approval of the Rezoning Application would better connect the Shops at Northfield to the surrounding neighborhoods. What is now vacant land and parking lots could be redeveloped in a way that links the nearby neighborhoods to the shopping center, utilizing bicycle and pedestrian friendly thoroughfares. This provides an important opportunity for residents to live in a “15-minute community” where they can have access to every day needs such as groceries, household goods, recreation, schools, employment and other daily amenities all within a convenient 15-minute walk, bike, or transit ride. These connections, along with the addition of higher density residential, will contribute to the mixed use environment envisioned by *Blueprint*.
- Strong and Authentic Neighborhoods, Strategy 1.D:  
*Encourage quality infill development that is consistent with the surrounding neighborhood and offers opportunities for increased amenities.*  
Approval of the Rezoning Application would allow for redevelopment of the dated, underutilized Property in a manner that is more consistent with the surrounding area and allow the Applicant to introduce amenities that will be accessible to the surrounding communities. The majority of the site today consists of underutilized parking lots that add to the City’s heat island effect and provide no



benefit to the community. The Rezoning Application would clear the way for subsequent redevelopment of the underutilized lots into green space, living areas, community amenities, and multi-modal connections that provide tangible benefits to the community and help advance the City's adopted plans.

The Rezoning Application also furthers the following vision elements, policies and strategies, among others, set forth in *Blueprint*:

- **Vision Element: Equity:**  
*Improving access to opportunity, reducing vulnerability to displacement, expanding housing and jobs diversity.*  
As seen in each Figure at right, according to *Blueprint* the Property has high access to opportunity, low vulnerability to displacement, and medium level of housing diversity. Rezoning the property would allow for a development that increases housing diversity, bringing new residents into an area with high access to opportunity without the risk of displacing current residents. Therefore, approval of the Rezoning Application is supported by, and is an opportunity to further, the equity vision element of *Blueprint*.
- **Land Use & Built Form: General, Strategy 1.A: Housing, Strategy 8.A:**  
*Use zoning and land use regulations to encourage higher-density, mixed-use development in transit-rich areas including: Regional centers... Align high-density residential areas near regional centers to support housing growth near major job centers with access to transit priority streets.*  
As noted above, the Property is within a Regional Center, as designated by *Blueprint*. The Rezoning Application furthers this strategy by proposing allowance of development that will bring additional density and widen the range of uses in the area by including higher density residential. It also supports



Figure: Blueprint – Access to Opportunity

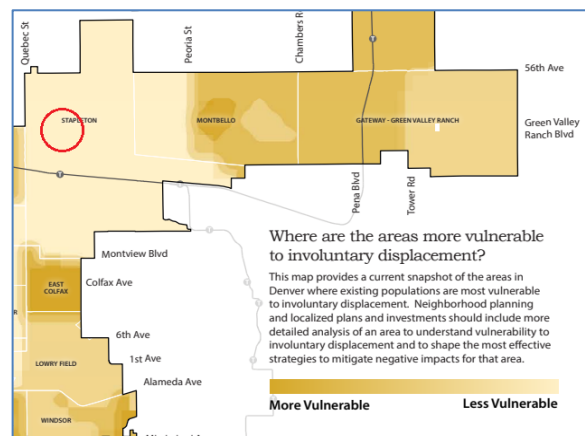


Figure: Blueprint - Vulnerability to Displacement

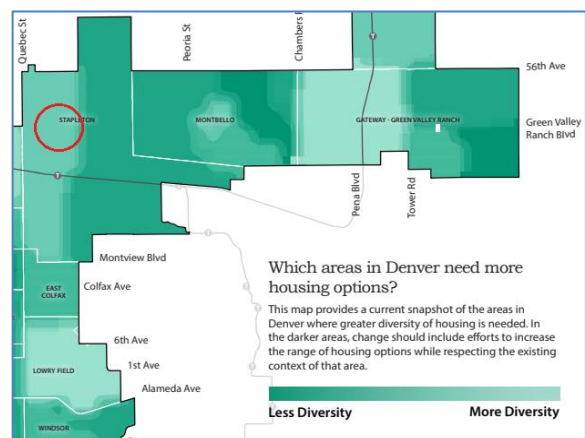


Figure: Blueprint - Housing Diversity

additional housing opportunities within a job center with access to transit priority streets and other multi-modal transportation options.

- **Land Use & Built Form: General, Strategy 3.A:**  
*Rezone properties from the Former Chapter 59 zoning code so that the entire city is covered by the DZC, including continuing to incentivize owners to come out of the old code.*

The Property is currently zoned under Former Chapter 59, so the Rezoning Application furthers this strategy. The Rezoning Application would update the zoning for a large property under the current Chapter 59 zoning code, resulting in a significant increase in the amount of property with updated zoning in the neighborhood.

- **Land Use & Built Form: General, Strategy 3.B:**  
*Limit the use of site-specific, customized zoning tools—such as... waivers/conditions—to unique and extraordinary circumstances...*

The Property's current zoning includes waivers, approval of the Rezoning Application would convert the Property to zoning that does not include waivers, thus, furthering this strategy.

- **Land Use & Built Form: General, Strategy 9.B:**  
*Use large development review, or similar tools, to coordinate infrastructure and open space on large infill sites while minimizing and mitigating negative impacts on surrounding communities.*

Approval of the Rezoning Application would result in development of the Property that would be required to undergo large development review, thereby furthering this strategy.

- **Land Use & Built Form: Housing, Policy 08:**  
*Capture 80 percent of new housing growth in regional centers....*

Approval of the Rezoning Application would allow for the infill of a large high-density multifamily housing development within an existing regional center, directly advancing this policy.

## urban center



A high mix of uses throughout the area, with multi-unit residential typically in multi-story, mixed-use building forms. Block patterns are generally regular with consistent alley access. Larger scale buildings close to the street.



High levels of pedestrian and bicycle use and good access to high-capacity transit with minimal reliance on cars.



Smaller public parks and privately owned, publicly accessible outdoor spaces and plazas. Trees are within planters and expanded streetscape planting areas.

Figure: Urban Center Description, Blueprint p. 137

- Land Use & Built Form: Design Quality & Preservation, Policy 03:

*Create exceptional design outcomes in key centers and corridors.*

Consistent with Strategy 03.F, the Property is ideally suited to create a more appropriate transition from the low and medium residential areas to the north and east to the dense shopping area to the south and west. Approval of the Rezoning Application would create building height allowances that scale naturally from the residential areas surrounding the Property, transitioning from the 2-3 stories present in the neighborhoods to the north and east, to 5 stories, then to 8 stories in the areas more internal to the Shops at Northfield. This transition also reflects the *Blueprint* height guidance seen in the Figure at right and on the following page; in Urban Center context, Regional Centers should have the most height but still transition gradually to surrounding residential areas, as well as respond in form and mass to surrounding streets and public spaces. The Property is situated in a location that is tasked with transitioning from the height, form and mass of a regional shopping center to the height, form and mass of 2 and 3 story residential. The Zoning Application proposes the best possible solution by making relatively minor transitions in height, form, and mass from each of the surrounding areas. In this way, development in line with the proposed zoning would be ideal because the form would remain more or less consistent from the neighboring residential area and would take the minimum step-up available in the Code to the 5-story area. Furthermore, the transition from the 5 to the 8-story area would again take the minimum step-up available in the Code, resulting in slightly more height and mass, while maintaining a consistent form. This would also place the area of greatest height and mass closest to the shopping center, making the transition from the residential area to the shopping center as seamless as possible by responding to the guidance provided in *Blueprint*.

- Land Use & Built Form: Design Quality & Preservation, Policy 04:

*Ensure an active and pedestrian-friendly environment that provides a true mixed-use character in centers and corridors.*

In addition to the residential components of any proposed redevelopment of the Property, the Rezoning

## Regional



Contains a high mix of uses— providing a dynamic environment of living, dining, entertainment and shopping, while incorporating a diverse set of employment options. Wide customer draw with a 24/7 live, work and play environment attractive to locals and visitors. Larger scale mixed-use buildings are common. Structures should respond in form and mass to the streets and public spaces around them. High degree of urbanism with continuous building frontages to define the public realm. Heights are generally the tallest in the context and transition gradually within the center to the surrounding residential areas.



Multimodal areas with continual service by high-capacity transit. A large or several smaller pedestrian priority areas are typical and people riding bicycles have access to regional centers with high ease of use bicycle facilities.



Open spaces are often integrated into the streetscape and respond to unique characteristics of the center. Regularly spaced street trees in planters. Social interaction is prioritized throughout the center, especially in public plazas and privately owned, publicly accessible spaces that come in a variety of sizes. Green infrastructure takes on an ultra-urban characteristic and green spaces provides moments of relief from the more intense activity. Public spaces are flexible to benefit different types of users and daily activities throughout the year.

*Figure: Urban Center Context, Regional Center Blueprint p. 256*



Application would support construction of a variety of uses allowed by the Code. Furthermore, any redevelopment of the Property would be required to meet the pedestrian-focused requirements of the Code set forth in Section 7.2.2.

- **Mobility: Policy 01:**  
*Encourage mode-shift – more trips by walking and rolling, biking and transit – through efficient land use and infrastructure improvements.*  
Approval of the Rezoning Application would allow development of a higher density multifamily residential project close to pedestrian and bike paths, near Central Park Station, with an adjacent bus stop (and many more nearby). Completion of such a development will provide residents with good transit options resulting in the desired mode-shift. Furthermore, the development itself will be pedestrian friendly per Section 7.2.2. of the Code, which does not apply under the current zoning. The pedestrian nature of the development will serve as a convenient link between the nearby residential areas and encourage residents to walk or bike rather than drive to the adjacent Shops at Northfield.
- **Quality-of-Life Infrastructure: Policy 01:**  
*Expand tools and regulations to ensure high-quality parks and outdoor public spaces keep pace with Denver’s growth.*  
Approval of the Rezoning Application would modernize the zoning regulations for the Property, thereby facilitating future development of the property that includes high-quality outdoor public spaces in an area that currently consists of bare ground and asphalt.
- **Quality-of-Life Infrastructure: Policy 01:**  
*Ensure attractive streets and outdoor spaces in all centers and corridors, giving priority to pedestrian spaces and amenities.*  
Approval of the Rezoning Application would allow for a development that converts dirt lots and asphalt parking areas into a mixed-use residential area with attractive tree-lined streets. The Applicant plans on developing the property in a pedestrian centered way, allowing walkability to nearby amenities and with dedicated outdoor open spaces for recreation and leisure. Approval of

## Regional



Provides a dynamic environment of residential, dining, entertainment and shopping, while incorporating a diverse set of employment options. Larger-scale mixed-use buildings are common. Structures respond in form and mass to the streets and public spaces around them.



Multimodal areas well served by rail service or transit priority streets. Pedestrian and bicycle movement to, from and within these centers is essential.



Open spaces are often integrated into the streetscape. Plazas in various locations are common. Trees, plants and green infrastructure provide moments of relief from the more intense activity.



Figure: Regional Center  
Blueprint p. 145

Finally, while the *Central Park Development Plan* is somewhat dated, adopted in 1995 well before the Shops at Northfield were established on

the Property, it nonetheless provides general support for the approval of the Rezoning Application. Indeed, the *Central Park Development Plan* generally intends to promote a “unique mixed-use community capable of supporting more than 30,000 jobs and 25,000 residents” with guiding principles in the categories of Environmental Responsibility, Social Equity, Economic Opportunity, Physical Design, and Implementation. *Central Park Development Plan*, pp. 1-4, 4-4 through 4-8. As well-located infill site and current surface parking lot, any redevelopment of the Property would further the Environmental Responsibility and Economic Opportunity principals by reusing existing infrastructure without negatively impacting the natural environment, and further the Social Equity principals align well with the equity analysis discussed in connection with *Blueprint* above.

More specifically, the Property is generally located within Districts VI and VII, referred to as the Sand Hills Neighborhood, which contemplates a mixed residential / employment zone and town center with significant outdoor amenities, as noted in the Figure at right. While the street grid and orientation of open space has evolved in the past 30 years, the intent of the area has consistently been to provide a higher density, mixed-use hub for the larger residential neighborhood, which is consistent with the intent of the C-MX districts contemplated by the Rezoning Application. Indeed, many of these goals were incorporated into the Development Plan in connection with initial development of the Shops at Northfield.



Figure: Sand Hills Neighborhood,  
*Central Park Neighborhood Plan*, p. 5-60

While none of the foregoing lists is exhaustive, put simply, *Blueprint* and the *Comprehensive Plan*, and even the more outdated *Central Park Development Plan*, clearly intend for this Property to be developed into a more vibrant, denser, mixed-use area than the current zoning allows. Where the Property is currently underutilized, approval of the Rezoning Application would be the first step in redeveloping the Property into a vibrant, mixed-use community with direct connection to open space, retail, groceries and other amenities. As such, the proposed rezoning to the C-MX-8 and C-MX-5 districts is consistent with the City’s adopted plans.

General Review Criteria: Public Interest. The proposed official map amendment furthers the public interest. Code § 12.4.10.7.C.

Approval of the Rezoning Application will further the public interest by implementing the City’s adopted land use plans, as set forth above. Moreover, the Rezoning Application will facilitate the redevelopment of vacant land and parking lots into higher density housing options in an area where such housing is greatly desired. It will allow for increased housing options near employers, allowing people to live closer to where they work and thereby

reducing traffic congestion. Similarly, making better use of the Property itself would allow more residents and visitors to take advantage of its proximity to existing amenities, such as the Shops at Northfield, the Northfield Trail, as well as the nearby Rocky Mountain Arsenal National Wildlife Refuge, and the Colorado Rapids soccer stadium.

General Review Criteria: Consistency with Neighborhood Context Description, Zone District Purpose, and Intent Statements. The proposed official map amendment is consistent with the description of the applicable neighborhood context, and with the stated purpose and intent of the proposed zone district. Code § 12.4.10.7.D.

Because *Blueprint* designates the Property as within the Urban Center future neighborhood context, a rezoning to a zone district, such as the C-MX-8 district, that is within the “Urban Center” neighborhood context is inherently consistent. Pursuant to the Code, “The Urban Center Neighborhood Context consists of multi-unit residential and mixed-use commercial strips and commercial centers. Multi-unit residential uses are typically in multi-story mixed use building forms... Multi-unit residential uses are primarily located along residential collector, mixed-use arterial, and local streets.” Code § 7.1.1. Specifically, the Code notes that “The Urban Center Neighborhood Context is characterized by moderate to high building heights to promote a dense urban character. Lower scale structures are typically found in areas transitioning to a less dense urban neighborhood.” Code § 7.1.4. The C-MX-8 and C-MX 5 districts are ideal for maximizing density on the Property while still providing an elegant transition to and from the surrounding neighborhoods.

#### Community Outreach Efforts:

The Applicant has taken steps to begin important dialogue and partnerships with surrounding RNOs, business groups, and community leaders. To date, the applicant team has hosted three separate meetings with community organizations and business groups to learn about the surrounding neighborhood and coordinate a community-supported vision for the project. This includes introductory meetings with Central Park United Neighbors (“CPUN”), Central Park Business Association (“CPBA”), and Montbello 2020. Since initiating these first introductory meetings, the Applicant will continue to work closely with these organizations and other community groups to learn, listen, and partner on a vision for the redevelopment of the Property.

For the foregoing reasons, the Rezoning Application meets and complies with the applicable rezoning criteria. As such, on behalf of the Applicant, we respectfully request that the City approve the Rezoning Application.

Sincerely,



Cory M. Rutz  
For the Firm



June 5, 2024

Andy Nordhus  
Kephart  
2555 Walnut St. Denver, CO 80205  
(303) 832-4474 / [andyn@kephart.com](mailto:andyn@kephart.com)

**RE: Determination of Non-Applicability for Large Development Review**

Addresses: 8400 E. Northfield Blvd

Tracking Numbers: 2024-LDR-0000005 – 2024PM0000175

Dear Andy,

On May 7, 2024, a Pre-Application meeting was held to discuss the proposal put forth by SCP Northfield, LLC to redevelop approximately 15.5 acres of a 90acre site known as the North Town Center/The Shops at Northfield. The Development Review Committee (DRC) has evaluated the project for applicability for Large Development Review (LDR). Pursuant to Section 12.4.12.5 of the Denver Zoning Code (DZC), the DRC has determined that the LDR process is *not required at this time*. This determination has been made in accordance with Section 12.4.12.2 DZC.

Factors that were considered with the LDR determination include evaluation of the following:

1. Adopted Plan Recommendation – No area plans recommend the use of LDR for this site. However, the Central Park Neighborhood Plan and early planning for the area offers adequate guidance for mixed use on this site.
2. Large-Scale Development – The project is over 5-acres in size; however, it is part of an approved Planned Building Group that requires an amendment for the proposed development to take place.
3. General Development Plan Amendments – The project is part of a General Development Plan that allows mixed-use development.
4. Infrastructure Network or System Improvements – A street grid and associated utilities were anticipated with the original development, and while network and/or system improvements are not anticipated at this time, improvements may be required at the time of site development plan depending on the proposed development.

The City highly recommends that the applicant/majority owner conduct a concept level vision plan for how a majority of the 90 acre site, beyond just these 19 acres, might transform over time into a mixed-use neighborhood and provide the amenities typical of other neighborhoods in Central Park. The City is willing to participate in vision sessions with the applicant to provide high level input and feedback.

If you have any questions about the LDR review, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Deirdre Oss".

**Deirdre Oss, AICP** | Senior Development Project Administrator | Development Project Coordination  
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