

October 16, 2024

Council President Amanda Sandoval
Members of the Denver City Council
1437 Bannock St.
Denver, CO 80202

Dear Council President and Members of Denver City Council:

On behalf of the Ball Arena Community Benefits Agreement Committee (BACBAC) it is with great pleasure that we inform you that we have approved a Community Benefits Agreement (CBA). After more than 15 months of community based work *the BACBAC offers its support for Council Bills 24-1140, 1141, 1142 and 1143 and Council Resolutions 24-1144 and 1169 to enable the redevelopment of the Ball Arena Campus.* We applaud KSE's willingness to come to the table and work so closely with the community to negotiate this important Agreement for Denver.

We want to highlight some of the key elements of the CBA negotiated as part of the Ball Arena redevelopment. This agreement represents a comprehensive and community-driven commitment to ensure the redevelopment benefits a wide range of local stakeholders, with a focus on equity and opportunity for historically underrepresented communities.

As a Committee, we sought out to focus on four key components: Affordable Housing, Infrastructure and Connectivity, Family, Arts and Culture, and Economic Opportunity and Workforce Development. We believe that the community will benefit from the terms and commitments we have received from KSE. Moreover, we believe that the community is well-positioned to hold accountable both the developer and City administration well into the future.

One of the standout components of the CBA is the commitment attained with KSE to contribute \$500,000 in scholarship funds specifically for descendants of Displaced Aurarians and Indigenous community members (split evenly between the two groups). The Displaced Aurarian Scholarship Fund, the Metro State University Indigenous and Native People's Grant, and the CU Denver American Indian Scholarship Fund will be supported through donations triggered by the permitting of each new building for the first ten buildings developed at the site.

In addition to these scholarship opportunities, the CBA has also created a robust Community Investment Fund, out of which \$600,000 will go toward projects like the 9th Avenue Historic Peace Garden and an emergency fund to assist students from these specified communities in handling unexpected challenges such as car breakdowns or health issues — priorities elevated by our communities with historic ties to the land.

The \$16 million Community Investment Fund will also foster a range of economic and career development opportunities. Twelve million dollars of this fund is in a committed budget that will meet several community priorities, including supporting the creation of career pathways across multiple

sectors through paid internships and apprenticeships, providing hands-on training and real-world experience.

Moreover, the fund will enable women, BIPOC, and local entrepreneurs to access commercial space, and provide funds for tenant improvements, ensuring that small businesses and local talent can thrive in the redeveloped area. The Community Investment Fund also allocates resources for supportive services to future residents of affordable housing units, reinforcing the long-term sustainability and success of these housing developments. Additional scholarships are an eligible use of the \$4 million, unallocated portion of the fund.

The CBA requirement of developing 18% affordable housing on this campus is another BACBAC success that will ensure this development addresses one of the most important issues facing our community.

We are proud of the collaborative work that has gone into securing these commitments and many others, and we look forward to your continued support in advancing these critical initiatives. Thank you for your leadership and partnership in ensuring that the Ball Arena redevelopment reflects the values and needs of our community.

With gratitude,

Simon Tafoya
Resident, La Alma/Lincoln Park and Co-Chair of
BACBAC

Susan Powers
Resident, Lower Downtown and Co-Chair of
BACBAC

Susan Simpson, Auraria/Central Platte Valley
RNO

Renee Martinez-Stone, Denver Housing
Authority

David Olguin, Auraria Higher Education Campus

Jill Locantore, Denver Streets Partnership

Katrina Wert, Community College of Denver and
WORKNOW

Andrew Iltis, Downtown Denver Partnership

Carrie Makarewicz, CU Denver Community
Collaborative Research Center

Jerry Orten, Lower Downtown Neighborhood
Association

Donna Chrisjohn, Denver American Indian
Commission

Jeanne Granvile, Sun Valley Community
Coalition

KSE ARENA DEVELOPMENT COMMUNITY BENEFITS AGREEMENT

This KSE Arena Development Community Benefits Agreement (this “**Agreement**”) is considered effective as of the Effective Date (as such term is defined below) and is made by and between KROENKE ARENA COMPANY, LLC, a Colorado limited liability company and KROENKE PARKING, LLC, a Colorado limited liability company (collectively, the “**Developer**”) and Ball Arena Community Benefit Agreement Committee, a Colorado nonprofit corporation (“**BACBAC**”). Developer and BACBAC are sometimes referred to herein as a “**Party**” or collectively, as the “**Parties**”.

RECITALS

A. Developer is the master developer of that certain property located in the City and County of Denver (the “**City**”), as more particularly described on **Exhibit A** that is the subject of a rezoning application with the City to the Central Platte Valley zone districts (the “**Rezoning Application**”) that will be considered for approval by the City along with the Development Agreement (as such term is defined below). If the City approves the Rezoning Application, Developer will develop the Property as a mixed-use project with significant affordable housing, ample open space and recreational amenities, and substantial community benefits (the “**Project**”).

B. In connection with the Rezoning Application, Developer has sought the support of the community for the Project.

C. BACBAC is comprised of the following organizations and neighborhood associations: Auraria/Central Platte Valley RNO, Auraria Higher Education Campus, Community College of Denver, CU Denver Community Collaborative Research Center, Denver American Indian Commission, Denver Housing Authority, Denver Streets Partnership, Downtown Denver Partnership, Fresh Start, Inc., La Alma/Lincoln Park Neighborhood, Lower Downtown Neighborhood Association, Sun Valley Community Coalition, and WORKNOW. BACBAC was formed to provide a unified voice for community members who want to ensure that the Project provides certain community benefits to the surrounding communities.

D. Developer and BACBAC have agreed to enter into this Agreement to memorialize the Project’s commitments to deliver community benefits contingent upon BACBAC’s public support of the Rezoning Application in accordance with the terms and conditions of this Agreement.

E. The purpose of this Agreement is to ensure that the proposed development fosters inclusive and sustainable growth by addressing the anticipated impacts on the local community. This Agreement is designed to deliver tangible benefits to residents, particularly those most affected by the development, through targeted initiatives in four key areas:

i. **Economic Opportunity:** BACBAC values inclusive economic growth by advancing opportunities for workforce development, employment, and entrepreneurship for qualified candidates, local residents, and small businesses.

ii. **Affordable Housing:** BACBAC supports the development of a diverse range of affordable housing options to ensure long-term accessibility and stability for residents. This includes the importance of a mix of tenures and price points to serve a variety of Denver households and provide housing choices.

iii. **Infrastructure and Connectivity:** BACBAC desires a well-integrated and connected neighborhood that restores historic connections, enhances pedestrian and bicycle safety, and promotes

sustainable infrastructure. This includes all energy infrastructure, including any needed substations, being located on the subject property to avoid externalizing the impacts of energy needs on the adjacent neighborhoods or riverfront.

iv. **Family, Arts, and Culture:** BACBAC envisions a neighborhood that celebrates cultural diversity and provides welcoming and economically accessible spaces and programs for families, children, and youth that are available to all residents, especially those in the surrounding impacted neighborhoods that have been separated from downtown and its amenities due to large scale infrastructure, such as stadiums, highways, and the Auraria Higher Education Campus.

F. Both BACBAC and the developer understand the importance of including both rental and for-sale housing in a development, BACBAC recognizes that financing will dictate the level to which for-sale housing can be included, but diversity of tenure types is still a key value.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. **Incorporation of Recitals.** The Parties hereby acknowledge the accuracy of the foregoing Recitals, and the same are hereby incorporated into and made a part of this Agreement.

II. **DEFINITIONS.** The following defined terms have the meanings ascribed below:

a. **"Affordable Structure(s)"** means the building(s) within the Park Neighborhood and the Transit Neighborhood that will include only IRUs.

b. **"AMI"** means Average Median Income for Denver County.

c. **"Ball Arena"** means the sports and entertainment venue located on the Property and currently known as Ball Arena.

d. **"DEDO"** means the City's Department of Economic Development and Opportunity or its successor agency.

e. **"Development Agreement"** means the KSE Arena Development Agreement that will, if approved by the City, govern the development of the Project.

f. **"Displaced Aurarians"** means a person whose family was displaced by the development of the Auraria Higher Education Center in accordance with Colorado Revised Statutes Section 23-70-117.

g. **"DOTI"** means the City's Department of Transportation and Infrastructure or its successor agency.

h. **"DPS"** means Denver Public Schools.

i. **"DRMC"** means the Denver Revised Municipal Code.

- j. **"Effective Date"** means the Recording Date of this Agreement.
- k. **"Entertainment Neighborhood"** means the Entertainment Neighborhood within the Project as conceptually depicted on **Exhibit B**.
- l. **"First Hire Opportunity"** means that jobs will be held open for 72 hours and marketed exclusively to qualified candidates during this time.
- m. **"High Impact Development Compliance Plan"** means that certain High Impact Development Compliance Plan that serves as an exhibit to the Development Agreement and defines the Project's affordable housing obligations in a manner consistent with the City's Mandatory Affordable Housing Ordinance.
- n. **"HOST"** means the City's Department of Housing Stability or successor agency.
- o. **"Indigenous People"** means having descended from people who were living in North America prior to the time people from Europe began settling in North America, being an enrolled member of a federally recognized tribe, or being a lineal descendant of a tribally enrolled parent or guardian.
- p. **"IRUs"** means income restricted affordable units that Developer must provide in accordance with the High Impact Development Compliance Plan.
- q. **"NEST Neighborhood"** means neighborhoods prioritized by the City of Denver in which there is an elevated risk of involuntary displacement. The 2024 NEST Neighborhoods include: Athmar Park, Barnum, Barnum West, Clayton, College View, East Colfax, Elyria Swansea, Globeville, Kennedy, Lincoln Park, Mar Lee, Montbello, Ruby Hill, Sun Valley, Valverde, Villa Park, Westwood, and Windsor.
- r. **"Park Neighborhood"** means the Park Neighborhood within the Project as conceptually depicted on **Exhibit B**.
- s. **"Prioritization Policy"** means the City's Prioritization of Income-Restricted Affordable Units Ordinance codified at Chapter 27, Article XII of the DRMC, as may be amended from time to time.
- t. **"Property"** means the property legally described on **Exhibit A**.
- u. **"QCTs"** means U.S. Housing and Urban Development low- and moderate-income qualified census tracts located within the City.
- v. **"Qualified Candidates"** means individuals residing in HUD-designated Qualified Census Tracts (QCTs), ensuring that employment opportunities are provided to those from low- and moderate-income communities.
- w. **"Recording Date"** means the date this Agreement is recorded in the real property records of the City and County of Denver.
- x. **"Residential Unit(s)"** means the dwelling unit(s) occupied by one or more persons as their place of residence.

y. **“Signature Park”** means the proposed signature park for the Project as conceptually depicted on **Exhibit B** that Developer will convey to the City in accordance with the Development Agreement and will serve as a key amenity for the Project.

z. **“Transit Neighborhood”** means the Transit Neighborhood within the Project as conceptually depicted on **Exhibit B**.

III. **AFFORDABLE HOUSING**. The High Impact Development Compliance Plan was created in coordination with HOST and establishes the specific affordable housing requirements for the Project which includes, as specifically defined therein, the following:

a. **Affordability Percentage.**

i. **Rental IRUs.** 18% of all rental Residential Units will be IRUs. The rental IRUs will:

1. Have an effective average of 70% of AMI;
2. Not exceed 80% of AMI, except within the two Affordable Structures where IRUs may not exceed 100% of AMI; and
3. Include a minimum of 50 IRUs at 30% of AMI or lower within an Affordable Structure.

ii. **Ownership IRUs.** 18% of ownership Residential Units will be IRUs. The ownership IRUs will:

1. Have an effective average of 90% of AMI; and
2. Not exceed 120% of AMI.

b. **Bedroom Counts.** Within the Park Neighborhood and Transit Neighborhood, a minimum of 20% of the IRUs will be two bedrooms and a minimum of 15% of the IRUs will be three bedrooms.

c. **Linkage Fee.** The High Impact Development Compliance Plan provides Developer access to 20% of the Project linkage fee, up to a maximum of \$10 million, to assist with IRUs within the Park Neighborhood and Transit Neighborhood only.

d. **Affordable Structures.** In accordance with the High Impact Development Compliance Plan, the first three (3) Structures permitted to proceed within both the Park Neighborhood and Transit Neighborhood, respectively, must include one (1) Affordable Structure. It is expressly understood that under no circumstances will an Affordable Structure exceed 300 IRUs.

If Developer determines that it cannot or will not construct the allowed Affordable Structure for a Neighborhood (e.g. due to an inability to secure financing, changes in market conditions, etc.), then Developer will integrate Income-Restricted Units into all future buildings in that Neighborhood, such that the total number of Income-Restricted Units in the Neighborhood will be at least 18% of the total Residential Unit count in the Neighborhood, in the manner required by the High Impact Development Compliance Plan.

e. **Integration.** With the exception of the two entirely Affordable Structures, all IRUs will be integrated throughout the Project in the manner provided in the High Impact Development Compliance Plan.

f. **Prioritization Policy.** The Project will comply with the Prioritization Policy.

g. **Affirmative Marketing.** Developer will affirmatively market available IRUs to the Indigenous community and descendants of Displaced Aurarians.

h. **Covenant Term.** Developer will ensure that all IRUs are subject to, upon completion of the same, a 99-year deed restriction with an option for the City to extend in the manner provided in the High Impact Development Compliance Plan.

IV. **KSE ARENA COMMUNITY INVESTMENT FUND.** To ensure the delivery of Community Investments (as such term is defined below), Developer will establish a one percent (1%) public improvement fee that is imposed upon all taxable transactions for retail and hotel (including one percent (1%) on all hotel room sales) within the Project in the manner provided in this Section IV (the "**Community Investment Fund PIF**"). Notwithstanding the foregoing, it is expressly understood that the Community Investment Fund PIF will not apply to any taxable transaction within Ball Arena.

a. **Establishment of KSE Arena Community Investment Fund.** During the Community Investment Fund PIF Term (as such term is defined below), Developer will ensure that all proceeds from the Community Investment Fund PIF will be placed into the KSE Arena Community Investment Fund to provide Community Investments in accordance with this Section IV.

b. **KSE Arena Community Investment Fund Foundation Board.** The KSE Arena Community Investment Fund will be governed by a seven-member board of directors (the "**Foundation Board**").

i. **Foundation Board Members.** Initially, Developer will appoint four members and BACBAC will appoint three members to the Foundation Board. Throughout the buildout of the Project, the Project residents (each a "**Project Resident**") will also serve on the Foundation Board in accordance with the following:

1. Upon the issuance of the 1,500th residential unit certificate of occupancy within the Project, one of the BACBAC Foundation Board positions will be filled by a Project Resident;

2. Upon the issuance of the 3,000th residential unit certificate of occupancy within the Project, one of the Developer Foundation Board positions will be filled by a Project Resident. At this point at least one (1) position must be held by a resident of an IRU onsite; and

3. Upon the issuance of the 4,500th residential unit certificate of occupancy within the Project, two additional positions will be filled by Project Residents (one of the BACBAC and one of the Developer Foundation Board positions).

4. **Foundation Board Position Classes.** Developer appointed members, BACBAC appointed members, and Project resident members will each constitute separate classes, totaling 3 classes.

ii. **Foundation Board Meetings.** The Foundation Board will conduct its first meeting prior to the issuance of the first building permit within the Project. Otherwise, the Foundation Board will meet, at a minimum, on a quarterly basis or as needed to properly administer Community Investments and Community Benefits Reporting (as defined below).

iii. **Foundation Board Votes.**

1. Any decision by the Foundation Board, including decisions on funding, various initiatives, proposals, or requested budget items, require the affirmative vote from at least one board member from each class of the board members

a. In the event that an affirmative vote from at least one board member from each class is not attained on any Community Investment, such Community Investment shall not proceed until the deadlock provision of the bylaws are complied with (as stated below).

b. If the Foundation Board cannot reach a solution on any Community Investment or are in a stalemate or deadlock, the Foundation Board Members must and agree to engage in a mediation-arbitration process in which the parties will begin by mediation, and failing settlement, the same neutral third party will act as a final arbitrator of any outstanding issues.

iv. **Community Benefits Reporting and Promotion.** The Foundation Board will oversee and ensure communication of the community benefits resulting from this Agreement throughout the Term (collectively, the “**Community Benefits Reporting**”) via a website (the “**CBA Website**”) to be maintained and regularly updated pursuant to the direction of the Foundation Board. The Foundation Board will also use the CBA Website for promotion of the applicable opportunities created through this Agreement, as further described in Section VIII below.

1. Financial Reports provided to the Foundation Board will be available for review by the public.

2. These financial reports may include a balance sheet and an income statement, upon request.

3. Annual Reports will be sent directly to the BACBAC from the Foundation Board by March 31st each year until this Agreement is terminated via the process in Section XI. Miscellaneous. This will follow the template provided in **Exhibit C**.

c. **KSE Arena Community Investment Fund Mission Statement.** The KSE Arena Community Investment Fund Mission Statement (“**Mission Statement**”) is set forth below and cannot be amended without an amendment to this Agreement. The Mission Statement will guide the Foundation Board’s decisions regarding Community Investments:

To ensure the benefits of the KSE Arena development project are accessible and available to community members through training programs, community initiatives, and direct aid, with the particular purpose of helping low-income families, children, veterans, people with disabilities, BIPOC community members, and peoples with a historic connection to the land such as Indigenous People and Displaced Aurarians. The KSE Arena Community Investment Fund provides

support, directly or with other nonprofit organizations and public entities, to ultimately assist, encourage and enrich the lives of community members in need in accordance with this Mission Statement.

d. **Community Investments.** Community Investments are anticipated to include: job training, apprenticeship and internship programs, support for the Indigenous and Aurarian communities displaced from the area, an endowment to the 5280 trail, small business development programming and technical assistance, grants for tenant finish improvements and working capital for MBE/DBE, support of community arts programming, support of youth programming, and tenant eviction assistance, down payment assistance, and emergency services and programming for residents of IRUs. The first \$12 million of the KSE Arena Community Investment Fund shall be allocated as set forth in the initial budget for the fund attached in **Exhibit D (the "Initial Budget")** the additional \$4 million shall be allocated across the priorities listed here at the discretion of the Foundation Board.

e. **Management of Fund.** Upon collection, revenue from the Community Investment Fund PIF shall be placed in an FDIC insured institution.

f. **Term of PIF.** The Community Investment Fund PIF will be collected until the amount generated from such proceeds reaches a total of \$16 million (the "**KSE Arena Community Investment Fund Commitment**"). Upon reaching the KSE Arena Community Investment Fund Commitment, the Community Investment Fund PIF shall no longer be collected for purposes of supporting Community Investments, but the Foundation Board will remain in place until all funds have been fully distributed. At such time, the applicable public improvement fee will remain in place and still apply to all taxable transactions for retail and hotel uses within the Project, but all new revenues generated from the same will be provided to one or more of the Project's metropolitan districts ("**Districts**") to support the Project's operational and maintenance needs.

V. **ECONOMIC DEVELOPMENT.**

a. **Development Agreement.** The Development Agreement includes the Project's goals regarding construction and permanent jobs, established in conjunction with DEDO, including the following with all results to be reported to the Foundation Board in accordance Section VIII (a) (iii):

i. **Community Workforce Coordinator.** No later than the issuance of the first grading permit on any portion of the Property and continuing for a period of twenty (20) years from the anniversary of such date (the "**Workforce Coordinator Term**"), Developer will engage or otherwise employ a workforce coordinator to oversee the Project's commitment set forth in Section V (b) and (c) below (the "**Workforce Coordinator**"). It is anticipated the Workforce Coordinator will work directly with DEDO-Workforce Development to implement the provisions set forth in Section V (b) and (c) below. It is expressly understood that Developer's obligations with respect to Sections V (a), (b), (c), and (d) shall only continue during the Workforce Coordinator Term. All Project hiring events shall be done in partnership with community organizations that are dedicated to community development such as Master's Apprentice, Youth Corps, DHA, WORKNOW, Mi Casa Resource Center, Denver American Indian Center, Second Chance Center, CHIC, or other DEDO approved pre-apprenticeship programs.

ii. **Construction Jobs.** Subject to Section V (b), the Project has a goal to fill all new construction jobs for the horizontal infrastructure and vertical construction, as well as permanent jobs

created by the Project, specifically by Denver residents living in QCTs. Developer will work with DEDO-Workforce Development to:

1. ensure that QCTs residents have the First Hire Opportunity to all open positions with the Project (both new horizontal infrastructure and vertical construction jobs and permanent jobs for the Project in accordance with Section V (b)) through neighborhood specific recruitment events, targeted outreach and marketing, connections to community-based organizations and nonprofits education and training providers; and

2. designate the Workforce Coordinator to support the targeted new hire goal of the Project.

3. Notwithstanding anything to the contrary set forth herein, it is expressly understood that the goals regarding targeted hiring set forth in this Section V are not intended to apply to the following: (i) any existing or future repair, replacement or improvements made at Ball Arena, including any material renovations and expansion; (ii) any tenant finish improvements within the Project; (iii) any ongoing maintenance or repair needs within the Project for any building or structure after the issuance of a certificate of occupancy; (iv) any existing or future operations at Ball Arena; or (v) any existing operations within the Property.

- iii. **Permanent Jobs.** Subject to this Section V (a)(iii), the Project has a goal of 20% of new, permanent jobs with the Project being available for qualified candidates from QCTs during the Workforce Coordinator Term ("**First Hire Opportunity**"). Prior to the issuance of the first building permit for the Project, Developer will work with DEDO to develop a strategic plan to achieve this goal which will include the use of an appropriate tracking tool/system to monitor progress on this goal. Notwithstanding the foregoing, the First Hire Opportunity obligation does not mean all new jobs created by the Project must be offered to QCTs residents, only a sufficient number to reasonably achieve the goal which may exclude specialized jobs with a required level of expertise such as an attorney. Notwithstanding anything to the contrary set forth herein, it is expressly understood that the First Hire Opportunity goal is not intended to apply to the following: (i) any existing or future operations at Ball Arena; or (ii) any existing operations within the Property. Developer will work together in good faith with DEDO to develop a reasonable plan to define the types of new jobs created by the Project that are appropriate to be subject to the First Hire Opportunity.

- b. **SBE/MBE/WBE.** The Project has a goal of 20% participation of SBE/MBE/WBE contractors for the Project's vertical and horizontal construction. Such goal will be incorporated into the construction contracts for such work.

- c. **Small Business Opportunities.** Small business opportunities within the Project include:

- i. **Pop Up Retail.** The Project will include an opportunity for small businesses to launch through a pop-up retail concept with a mix of 12X12 and 12X24 modules as conceptually depicted on **Exhibit E ("Pop Up Retail")** that will include 2,500 square feet of retail space, with five (5) of these spaces being offered at below market rental rates so such small businesses can grow. In connection with the development of retail space within "Lot F" located along Wynkoop Parkway, Developer will provide then current Pop Up Retail tenants with the right of first opportunity to participate in permanent retail space. Administrative assistance will be available

to help potential tenants in the application process with the City to obtain a business license for the Pop-Up Retail. Developer will affirmatively market occupancy opportunities for the Pop-Up Retail to local BIPOC small businesses and entrepreneurs.

ii. **Small Business Initiatives.** The Project will market Project opportunities for small businesses, minority- and women-owned businesses and creative businesses as coordinated by the Foundation Board. Developer anticipates the KSE Arena Community Investment Fund proceeds will be used to provide certain community benefits to a small business incubator program developed and implemented by a nonprofit organization ("**Business Resource Nonprofit**"), intended to facilitate development of small businesses to serve the Project and community as part of the full build out of the Project. Developer will require the Business Resource Nonprofit partners to share reports related to development of the small business incubator program.

VI. **FAMILY, ARTS AND CULTURE**

a. **Childcare Center.** Developer anticipates a childcare facility will be located in the Transit Neighborhood as part of the Project (the "**Childcare Center**"). Developer will conduct a market study to establish the final size requirement and further coordinate with community partners such as DPS, the State of Colorado Department of Early Childhood and Denver Early Childhood Council, to assess future childcare needs within the Project based on residential units, jobs created within the Project, and need within the surrounding area that could be met through a child care center at this location, maximizing its proximity to light rail.

b. Based on market study results, Developer will develop the Childcare Center to address the identified need for childcare within the Project, with capacity to serve a minimum of 150 children. Developer will work collaboratively with DEDO throughout the process of establishing the Childcare Center within the Project. In addition, the Foundation Board will market the Colorado Child Care Assistance Program (CCAP) to Project residents and on-site workforce.

c. **Youth Programming.** Developer will continue to provide paid internships to establish career pathways in the sports and entertainment industry. The KSE Arena Community Investment Fund will further support youth programming that will include programming within the community arts space which will be affirmatively marketed towards the Indigenous community, descendants of Displaced Aurarians and other BIPOC communities.

d. **Rothman Children's Park.** The Project includes the construction of a proposed pedestrian and bicycle bridge across Speer Boulevard in the vicinity of Rothman Children's Park. The proposed bridge will land southeast of the Rothman's Children's Park. Developer will not take any actions that permanently impact the Rothman Children's Park during the construction of the bridge. Notwithstanding the foregoing, it is anticipated a small portion of the area around the Rothman Children's Park may be impacted during the construction of the bridge which is permissible so long as the existing playground equipment is not disturbed, and Developer restores any impacted areas after construction is complete.

e. **DPS Engagement.** As part of the Project's subdivision process, Developer will work with DPS regarding the Project's anticipated student generation. As a condition of Developer's approval of the Project's subdivision, such discussions and efforts with DPS will result in a formal agreement between Developer and DPS to address the Project's student generation.

f. **Signature Park Events.** Developer will make best efforts to provide a variety of events within the Signature Park throughout the year such as concerts, movie nights, temporary or seasonal facilities such as an ice rink or farmers market, watch parties and activities before and after events held at Ball Arena (each a “**Developer Event**”). Developer will ensure a minimum of ten (10) free Developer Events each year that are open to the public.

g. **Living Land Acknowledgement.** The Project will include a living land acknowledgement in a similar manner as the living land acknowledgement at Regis University.

h. **Indigenous People.** Developer will work with Indigenous People throughout the development of an arts and cultural plan for the Project by hiring or contracting with Indigenous individuals or teams—whether as employees or consultants—to provide their cultural expertise, community engagement skills, legal guidance, and insights on sustainability and social impact. This approach respects Indigenous knowledge, fosters collaboration, and ensures that redevelopment efforts are inclusive, successful, and sustainable. Further, this strategic decision will enhance inclusivity and achieve better, long-lasting outcomes.

i. **Scholarships.** Developer will ensure payment of the following scholarship funds at the time of each building permit issuance for the first ten (10) building permits for a new vertical structure within the Project (for a total scholarship contribution amount of \$500,000):

i. **Displaced Aurarians.** \$25,000 to fund in any amount as determined by BACBAC in its sole discretion: (i) Displaced Aurarians Scholarship Fund established pursuant to Colorado Revised Statutes Section 23-70-117; and/or (ii) Historic Ninth Avenue Peace Garden.

ii. **Indigenous People.** \$25,000 split between Metro State University’s Indigenous and Native Peoples’ Grant and CU Denver’s American Indian Scholarship Fund.

j. **Public Art.** The Project will include a minimum of \$5 million in public art that will be completed and installed on-site at a proportionate rate as the development in a manner that would be customary for a project of similar size. Public art will be included within each development budget for each Neighborhood phase within the Project to ensure a balance of art throughout the Property. The Project’s public art will be awarded through a commissioning process that will include a minimum of 25% of local artists who live in the City and 25% of Colorado artists.

k. **Community Art Space.** The Project will include a minimum of 5,000 square feet of community arts space that will be run by a non-profit organization and made available to members of the public. This space will include dedicated studio and gallery space for professional artists.

VII. **INFRASTRUCTURE CONNECTIVITY.** The Project requires the completion of an Infrastructure Master Plan (“IMP”) that will guide the Project infrastructure.

a. **IMP Process and Project Connections.** As of the date of this Agreement, Developer has made two submissions of the draft IMP to the City and previously provided copies of the same to BACBAC for review and comment. Developer will provide BACBAC with a copy of all future draft submittals for IMP prior to submission to the City and schedule a follow up meeting to discuss comments and feedback. Further, Developer has had prepared conceptual designs that address bicycle and pedestrian connectivity to and from the Project site in the manner attached as **Exhibit F** to support future implementation of these designs by the City. KSE will partner with BACBAC members in their effort to encourage Denver to

implement connectivity designs. Key connections that the conceptual designs will address include the east-west route from Lower Downtown to Sun Valley via Market/Blake, Auraria Parkway and Walnut Street, and the north-south route from the project site to La Alma Lincoln Park via 5th Street.

b. **5280 Trail.** Developer will design and construct the section of the 5280 Trail within the Project area to be consistent with the vision and guidelines established for the Trail. Developer will work with local artists and Downtown Denver Partnership to develop wayfinding opportunities designed to connect the Project's portion of the 5280 Trail with other local amenities such as the Denver Center for Performing Arts, Latino Cultural Arts Center and other local hubs. The KSE Arena Community Investment Fund will include an endowment to support the management and maintenance of the overall trail as part of the Initial Budget.

c. **Pedestrian and Bicycle Movement and Safety.** The Project will include traffic calming measures, clearly defined crosswalks and signage throughout to remind drivers to look for pedestrians and bicyclists. Specific improvements include limiting vehicular access on 12th Street and improved crossings of Speer Boulevard.

d. **Mobility Study/Event Day Mitigation Plan/RTD.** In connection with the IMP process, Developer is required to work with DOTI on an agreed upon "**Mobility Study**" that will include a game day mitigation plan. In connection with the Mobility Study, Developer will request RTD provide expanded hours of operation for the public transit options near and around the Project.

e. **Infrastructure Maintenance.** One or more of the Project's Districts will provide infrastructure maintenance for all public facilities not otherwise maintained by the City. In addition to maintenance provided by the City and County of Denver, and/or parks and recreation of the City on properties conveyed or dedicated to the City, supplemental maintenance and improvements may be provided by any master owner association and/or any master special district, which master owner association or master special district may be related to all or any part of the Project site.

f. **Open Space Accessibility and Amenities.** The Project will include a variety of open space areas, as well as pedestrian and bicycle paths/trails, designed for public use, which are open and accessible 24 hours per day, 365 days per year, or during established city parks hours for portions donated to Denver Parks and Recreation. Any negotiated agreements with the City for planned programming in the park shall remain open to the public without charge and not prohibit youth activities.

g. **Pet Relief Areas.** At least one designated pet relief area will be included onsite.

h. **Energy Infrastructure.** Developer will make best efforts to site all energy infrastructure onsite; if they must go offsite, Developer will avoid placing needed energy infrastructure along the river or in any neighborhoods designated as NEST neighborhoods as of 2024.

VIII. **CBA WEBSITE AND PROMOTION.** The Foundation Board will oversee all aspects of information sharing regarding the Project's delivery of community benefits set forth in this Agreement to the public via a CBA Website, as well as promotion of the same, in accordance with this Section VIII.

a. **CBA Website.** The Foundation Board will manage all CBA Website updates at least annually regarding the following:

i. **Affordable Housing.** Information regarding the Project's completion and pending planning for IRUs within the Project's applicable Neighborhoods.

ii. **Community Investments.** Reporting of all Community Investments made pursuant to the KSE Arena Community Investment Fund, as well as all information regarding how to apply for funding and upcoming grant deadlines.

iii. **Workforce Coordinator.** The Workforce Coordinator will work with the Foundation Board to provide reporting of all progress regarding the Project's goals for construction jobs, permanent jobs and SBE/MBE/DBE participation for the CBA Website.

iv. **Pop-Up Concepts.** All opportunities regarding the Pop Up Retail will be shared on the CBA Website.

v. **Overall Project Status.** Information regarding the Project's timeline and construction status and progress, as well as all Project amenities, once available, will all be shared on the CBA Websites.

b. **Promotion of Community Benefits.** The Foundation Board will establish a mechanism and plan for promotion and marketing of all of the community benefits opportunities set forth in this Agreement, including, without limitation, KSE Arena Community Investment Fund funding opportunities, application process and procedure and overall program results, Pop Up Retail opportunities and First Hire Opportunities.

IX. **BACBAC SUPPORT OF THE REZONING APPLICATION CONTINGENCY.** This Agreement is contingent upon BACBAC's agreement to publicly provide its full support for the Rezoning Application in its current form and share the same with the City Council via public testimony. BACBAC commits to sending three (3) letters and having at least two (2) representatives of the committee provide public testimony in support of the Rezoning Application. If BACBAC fails to provide public support for the Rezoning Application in its current form, then this Agreement shall be null and void in all respects.

X. **NON-COMPLIANCE WITH AGREEMENT.** In the event of Developer's non-compliance with this Agreement, BACBAC will provide Developer with written notice of the same detailing the issues of non-compliance sought to be resolved (the "**Non-Compliance Notice**"). Upon receipt of a Non-Compliance Notice, Developer will prepare a remedial plan to address the issues set forth in the Non-Compliance Notice (the "**Compliance Plan**") and provide a copy of the same to BACBAC within 60 days of receipt of a Non-Compliance Notice. Upon receipt of the Compliance Plan by BACBAC, Developer and BACBAC will meet and confer in good faith to discuss the Compliance Plan.

a. **Mediation.** All disputes arising or related to this Agreement must exclusively be resolved first by mediation with a mediator selected by the parties, with such mediation to be held in Denver, Colorado. The parties shall first request mediation through the City of Denver's Mediation Program. If such mediation fails, then any such dispute shall be resolved by binding arbitration.

b. **Arbitration.** If BACBAC determines, in good faith, that the Compliance Plan does not address the issues raised in the Non-Compliance Notice, then BACBAC may initiate arbitration proceedings but only upon a vote by authorized representatives of 67% of BACBAC's member organizations. Arbitration shall occur in Denver, Colorado and shall follow American Arbitration Association rules. Any arbitration decision shall be final and shall be issued in writing to both parties.

c. **Attorneys' Fees.** Each of the Parties will be responsible for its own respective costs and attorneys' fees in prosecuting or defending any action filed in relation to the interpretation and enforcement of this Agreement. All provisions of this Agreement concerning remedies or attorneys' fees will survive termination or expiration of this Agreement.

XI. **MISCELLANEOUS.**

a. **Ball Arena.** Notwithstanding anything to the contrary set forth herein, it is expressly understood that the terms of this Agreement are intended to address the impacts from the development of the Project and BACBAC's support of the Rezoning Application. Under no circumstances are the provisions of this Agreement intended to apply, in any manner whatsoever, to the existing or future operations at Ball Arena, as the arena has been in place for 25 years and provides extraordinary community benefits.

b. **Amendment to Development Agreement, High Impact Development Compliance, or IMP.** If Developer desires to amend the Development Agreement, High Impact Development Compliance, or IMP, Developer will provide BACBAC with written notice and its potential impact on the Agreement regarding the same. Developer shall provide advance notice of any amendments described in this section 60 days prior to the amendment

c. **Governing Law.** The laws of the State of Colorado govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including without limitation its interpretation, construction, performance, and enforcement.

d. **Amendment; Waivers.** This Agreement may only be amended in writing, signed by both of the Parties. Any waiver at any time by a Party to this Agreement of its rights with respect to any matter arising under or in connection with this Agreement shall not be deemed to be a waiver with respect to any subsequent matter.

e. **City Agreement Modifications.** No future changes to any intersecting City agreements, including, but not limited to, the Development Agreement, High Impact Development Compliance Plan, or IMP, shall limit or alter Developer's Obligations under this Agreement.

f. **Headings.** The headings in this Agreement are for convenience purposes only and shall not be construed to alter the effect of any provision set forth herein.

g. **Covenants.** In order to ensure that this Agreement is binding upon Developer and its successors and assigns in and to the Property, this Agreement shall be Recorded. Upon Recording, which shall take place prior to Developers' transfer of any ownership or leasehold interest in any portion of the Project, the provisions of this Agreement shall constitute covenants and servitudes that touch, attach to, and run with the Property, and the burdens and benefits of this Agreement shall bind and inure to the benefit of all estates and interests in the Property and all successors and assignees in interest to the Parties from and after Recording of this Agreement. This Agreement shall be binding upon Developer, Developer's successors and assignees. Notwithstanding the foregoing, however, it is the Parties' express intent that no individual resident of the Project, whether an owner or renter, will be obligated under any of the terms hereof. Furthermore, notwithstanding the foregoing, to the extent that Developer transfers or conveys any portion of the Property to a governmental entity for use by that governmental entity, such governmental entity shall not be bound by the terms of this Agreement.

h. **Notice Provision.** For purposes of notice of this Agreement, notice will be provided via certified mail.

i. **Implementation through Relevant Contracts.** Where this Agreement requires the Developer to impose responsibilities on entities that are not parties to this Agreement, Developer shall ensure that relevant contracts: (i) impose such responsibilities on such entities; (ii) require such entities to impose such responsibilities on subcontractors or other parties involved in the Project through the contract in question; (iii) require all entities with such responsibilities to provide to Developer, upon request, any information reasonably necessary to determine compliance with such responsibilities.

j. **No Violation of Contracts.** To the best of Developer's knowledge, as of the Effective Date, Developer's execution of this Agreement shall not result in a violation of any contract or agreement to which Developer is a party pertaining to the Project or Property, and further, that Developer is not a party to any contract or agreement that would result in a Developer default under this Agreement.

k. **Effectiveness and Recording of Agreement.** This Agreement shall become effective as of the Recording Date which may not occur until the final, non-appealable approval of the Rezoning Application occurs; 30 days after final publication of the City ordinance approving the Rezoning Application ("**Final Approval**"). Upon Final Approval, Developer is responsible for the recording of this Agreement at its sole cost and expense. Any delay or failure to Record this Agreement shall not negate or impair the effectiveness of this Agreement.

l. **Termination.** This Agreement will terminate upon the later of the following to occur:

- i. The full build out of the proposed development;
- ii. The full distribution of the KSE Arena Community Investment Fund proceeds by the Foundation Board;
- iii. Upon expiration of the Workforce Coordinator Term; or
- iv. Thirty years after the anniversary of the Recording Date.

[SIGNATURE PAGES FOLLOW]

DEVELOPER:

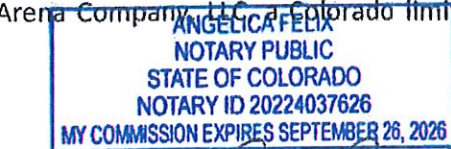
Kroenke Arena Company, LLC, a
Colorado limited liability company

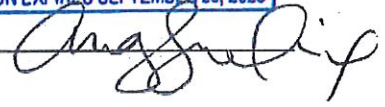
By: 
Name: Michael Neary
Its: EVP of Business & Operations

STATE OF COLORADO)
)
COUNTY OF DENVER)

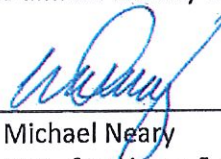
The foregoing instrument was signed before me on this 11 day of October, 2024, by Michael Neary, as EVP of Business & Operations of Kroenke Arena Company, LLC, a Colorado limited liability company.

Witness my hand and official seal.



Notary Public 

Kroenke Parking, LLC, a
Colorado limited liability company

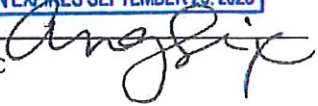
By: 
Name: Michael Neary
Its: EVP of Business & Operations

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was signed before me on this 11 day of October, 2024, by Michael Neary, as EVP of Business & Operations of Kroenke Parking, LLC, a Colorado limited liability company.

Witness my hand and official seal.



Notary Public 

BACBAC:

Ball Arena Community Benefit Agreement Committee,
a Colorado nonprofit corporation

By: Susan Powers

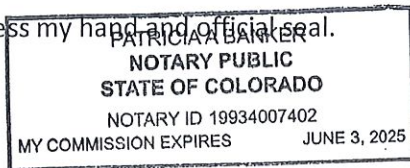
Name: Susan Powers

Its: Co-Chair

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was signed before me on this 16th day of October, 2024, by Susan Powers, as co-chair of Ball Arena Community Benefit Agreement Committee, a Colorado nonprofit corporation.

Witness my hand and official seal.



Patricia A Banker
Notary Public

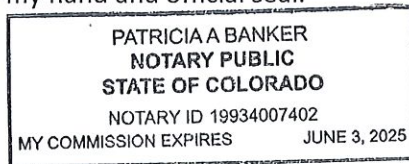
Ball Arena Community Benefit Agreement Committee,
a Colorado nonprofit corporation

By: Simon Tafoya
Name: Simon Tafoya
Its: Co-Chair

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was signed before me on this 16th day of October, 2024, by Simon Tafoya, as co-chair of Ball Arena Community Benefit Agreement Committee, a Colorado nonprofit corporation.

Witness my hand and official seal.



Patricia A Banker
Notary Public

EXHIBIT A

PROJECT LEGAL DESCRIPTION

BALL ARENA PROPERTY DEVELOPMENT AGREEMENT

A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF OF SECTION 33, TOGETHER WITH PORTIONS OF BLOCKS 4, 5, 7, 68, 70, 71, 73, 240, 253, 255, 258, 260, 261, 263, 270 AND 271, ALONG WITH ALL OF BLOCKS 6, 34, 35, 36, 37, 69, 72, 254, 259 AND 262, ALONG WITH VACATED ALLEYS AND A PORTION OF THE VACATED STREETS ADJACENT TO AND CONTIGUOUS WITH SAID BLOCKS, ALL LOCATED IN WEST DENVER, AS PLATTED IN BOOK 1 AT PAGE 22, IN THE RECORDS OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER; SITUATED IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN; CITY AND COUNTY OF DENVER, STATE OF COLORADO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID BLOCK 7, BEING A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF AURARIA PARKWAY;

THENCE, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES;

1. SOUTH 59°36'34" WEST, A DISTANCE OF 723.50 FEET AND CONSIDERING THIS COURSE TO BE THE BASIS OF BEARINGS FOR ALL BEARINGS CONTAINED HEREIN;
2. SOUTH 37°23'00" WEST, A DISTANCE OF 108.03 FEET

THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY, NORTH 30°23'26" WEST, A DISTANCE OF 40.86 FEET;

THENCE SOUTH 59°36'34" WEST, A DISTANCE OF 364.41 FEET;

THENCE SOUTH 30°23'26" EAST, A DISTANCE OF 11.00 FEET;

THENCE SOUTH 59°36'34" WEST, A DISTANCE OF 178.00 FEET;

THENCE NORTH 30°23'26" WEST, A DISTANCE OF 11.00 FEET;

THENCE SOUTH 59°36'34" WEST, A DISTANCE OF 120.09 FEET;

THENCE SOUTH 47°17'06" EAST, A DISTANCE OF 83.60 FEET;

THENCE SOUTH 30°36'41" EAST, A DISTANCE OF 89.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 10.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 78°11'05", AN ARC LENGTH OF 13.65 FEET;

THENCE SOUTH 58°50'48" WEST, A DISTANCE OF 146.56 FEET;

THENCE NORTH 05°01'37" EAST, A DISTANCE OF 58.53 FEET;

THENCE NORTH 30°23'26" WEST, A DISTANCE OF 81.53 FEET;

THENCE SOUTH 35°08'54" WEST, A DISTANCE OF 55.44 FEET;

THENCE SOUTH 22°25'37" WEST, A DISTANCE OF 91.99 FEET;

THENCE SOUTH 06°50'50" WEST, A DISTANCE OF 96.16 FEET;

THENCE SOUTH 04°01'27" EAST, A DISTANCE OF 65.76 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY OF SAID AURARIA PARKWAY;

THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES:

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1. SOUTH 44°39'00" WEST, A DISTANCE OF 71.79 FEET;
2. NORTH 30°23'26" WEST, A DISTANCE OF 24.20 FEET;
3. SOUTH 48°16'22" WEST, A DISTANCE OF 367.67 FEET TO POINT "A";
4. SOUTH 30°23'26" EAST, A DISTANCE OF 55.53 FEET;
5. SOUTH 59°43'31" WEST, A DISTANCE OF 263.82 FEET;

THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY, NORTH 88°15'34" WEST, A DISTANCE OF 123.65 FEET;

THENCE NORTH 83°48'45" WEST, A DISTANCE OF 279.97 FEET;

THENCE NORTH 60°53'34" WEST, A DISTANCE OF 131.78 FEET TO A POINT ON THE CENTERLINE OF VACATED WAZEE STREET;

THENCE SOUTH 59°36'34" WEST, A DISTANCE OF 1.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,208.70 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 74°25'10" EAST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 65°52'24", AN ARC LENGTH OF 1,389.65 FEET;

THENCE NORTH 59°34'35" EAST, NON-TANGENT TO SAID CURVE, A DISTANCE OF 1,181.21 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 600.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°28'44", AN ARC LENGTH OF 67.85 FEET;

THENCE NORTH 53°05'51" EAST, A DISTANCE OF 25.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1,109.14 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 34°52'55" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°25'50", AN ARC LENGTH OF 163.20 FEET;

THENCE NORTH 13°45'03" EAST, NON-TANGENT TO SAID CURVE, A DISTANCE OF 110.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1,208.08 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 48°12'20" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°42'53", AN ARC LENGTH OF 225.92 FEET;

THENCE NORTH 31°04'47" EAST, A DISTANCE OF 311.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1,591.36 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°04'45", AN ARC LENGTH OF 168.85 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,388.24 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 46°33'59" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°25'32", AN ARC LENGTH OF 83.00 FEET;

THENCE SOUTH 46°51'33" EAST, A DISTANCE OF 239.97 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY OF VACATED WEWATTA STREET;

THENCE NORTH 59°36'34" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 25.47 FEET;

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THENCE SOUTH 46°51'34" EAST, A DISTANCE OF 272.76 FEET;

THENCE SOUTH 46°12'56" EAST, A DISTANCE OF 114.59 FEET;

THENCE SOUTH 46°50'28" EAST, A DISTANCE OF 102.38 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 951.74 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 43°10'35" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°45'17", AN ARC LENGTH OF 29.15 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,150.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 48°43'52" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°08'06", AN ARC LENGTH OF 203.42 FEET;

THENCE SOUTH 31°08'02" EAST, A DISTANCE OF 41.81 FEET;

THENCE SOUTH 41°25'54" EAST, A DISTANCE OF 51.01 FEET;

THENCE SOUTH 30°24'45" EAST, A DISTANCE OF 29.93 FEET;

THENCE NORTH 59°36'34" EAST, A DISTANCE OF 4.92 FEET;

THENCE SOUTH 30°23'26" EAST, A DISTANCE OF 132.40 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY OF AURARIA PARKWAY;

THENCE SOUTH 59°36'34" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 546.62 FEET TO THE POINT OF BEGINNING.

CONTAINING A GROSS AREA OF 72.510 ACRES, (3,158,517 SQUARE FEET), MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING PARCEL:

COMMENCING AT THE AFOREMENTIONED POINT "A";

THENCE ALONG THE WESTERLY LINE OF SAID BLOCK 258, NORTH 30°23'26" WEST, A DISTANCE OF 101.75 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WESTERLY LINE OF BLOCK 258 AND ITS NORTHERLY EXTENSION THEREOF AND THE WESTERLY LINE OF SAID BLOCK 259, NORTH 30°23'26" WEST, A DISTANCE OF 403.50 FEET;

THENCE DEPARTING SAID WESTERLY LINE OF BLOCK 259, NORTH 59°36'34" EAST, A DISTANCE OF 97.50 FEET;

THENCE NORTH 17°47'57" EAST, A DISTANCE OF 12.75 FEET;

THENCE NORTH 59°36'34" EAST, A DISTANCE OF 33.50 FEET TO A POINT ON THE CENTERLINE OF THE 16.50 FOOT ALLEY WITHIN SAID BLOCK 259;

THENCE NORTH 30°23'26" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 57.00 FEET;

THENCE NORTH 59°36'34" EAST, A DISTANCE OF 180.00 FEET TO THE CENTERLINE OF SIXTH STREET;

THENCE SOUTH 30°23'26" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 319.60 FEET TO A POINT ON THE EASTERLY EXTENSION OF SAID NORTHERLY LINE OF BLOCK 258;

THENCE SOUTH 59°36'34" WEST, ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 64.13 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 452.55 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 75°10'18" WEST;

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THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $15^{\circ}46'13''$, AN ARC LENGTH OF 124.56 FEET;

THENCE SOUTH $30^{\circ}35'56''$ WEST, A DISTANCE OF 90.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 329.84 FEET;

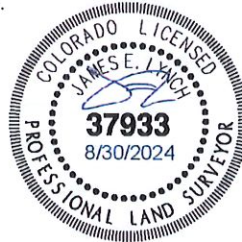
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $14^{\circ}38'32''$, AN ARC LENGTH OF 84.29 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 2.659 ACRES, (115,831 SQUARE FEET), MORE OR LESS.

THE SUBJECT PARCEL CONTAINS A NET AREA OF 69.850 ACRES, (3,042,686 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

JAMES E. LYNCH, PLS NO. 37933
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

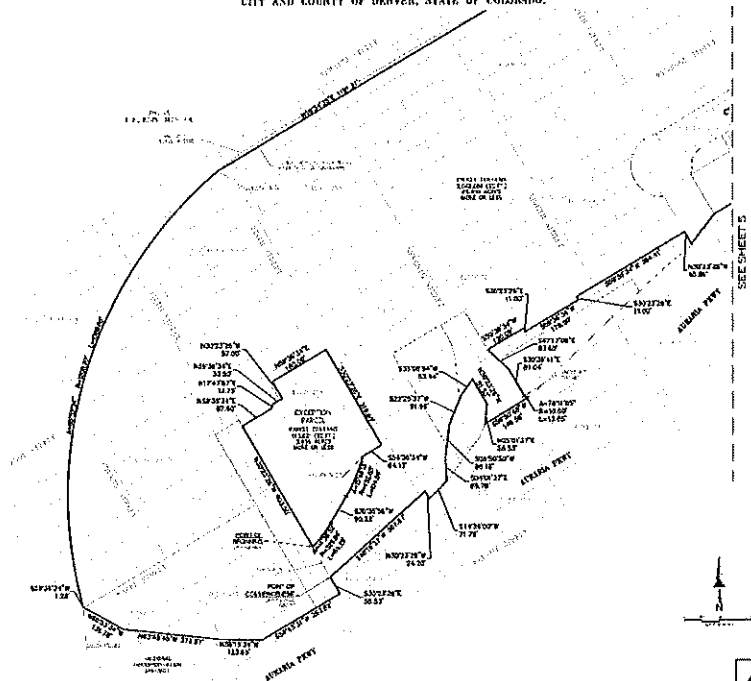


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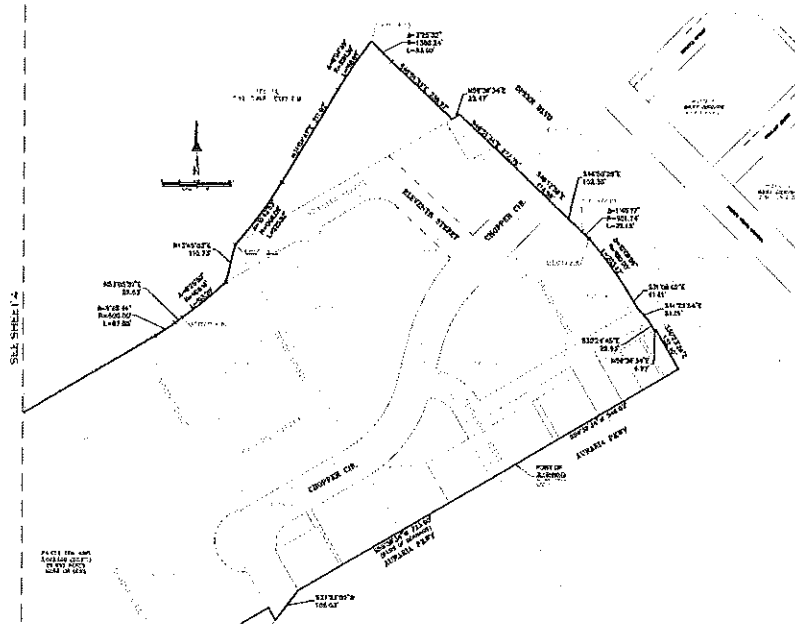
BALL ARENA PROPERTY DEVELOPMENT AGREEMENT

A PART OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 60 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY AND COUNTY OF DENVER, STATE OF COLORADO.



AZTEC	REGISTERED PROFESSIONAL LAND SURVEYOR	NO. 0000000000	EXP. 12/31/2025
	PROJECT: BALL ARENA PROPERTY DEVELOPMENT AGREEMENT	DATE: 1/1/2025	
	CITY AND COUNTY OF DENVER, STATE OF COLORADO		

BALL ARENA PROPERTY DEVELOPMENT AGREEMENT A PART OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 88 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO.



AZTEC ENGINEERING & SURVEYING	PROJECT NO. 100.00 DATE: 10/10/10	
	BY: [Signature] DATE: 10/10/10	SCALE: 1" = 100' FIGURE 1

EXHIBIT B
PROJECT CONCEPT PLAN



EXHIBIT C
ANNUAL REPORT
(see attached)

Ball Arena Community Benefits Agreement

Annual Report

Date: [Insert Date]

Reporting Period: [January 1st, 20__ - December 31st, 20__]

- **Overall Project Status**

Project Phases Completed to-date: [List completed phases]

Ongoing Construction: [Detail ongoing construction and expected completion dates]

Future Phases: [Outline upcoming phases and timelines]

- **Housing**

Total Number of units in buildings with a Certificates of Occupancy (CO) to-date: [Insert number]

- Income Restricted Rental Units (IRRU) to-date

Number of IRRUs within buildings with CO Issued: [Insert number]

Percentage of IRRUs: [Insert percentage]

Distribution of unit bedroom counts within IRRUs:

Studio ____ 1BD ____ 2BD ____ 3BD ____ >3BD ____

Average AMI of IRRUs: [Insert percentage]

-

- Income Restricted Ownership Units (IROUs) to-date

Number of IROUs within buildings with CO Issued: [Insert number]

Percentage of IROUs: [Insert percentage]

Distribution of unit bedroom counts within IROUs:

Studio ____ 1BD ____ 2BD ____ 3BD ____ >3BD ____

Average AMI of IROUs: [Insert percentage]

- Affirmative Marketing Efforts

Description of Marketing Efforts within Reporting Period: [Detail efforts to market income-restricted units to Indigenous communities and descendants of Displaced Aurarians]

Marketing Channels Used within Reporting Period: [List channels, e.g., social media, community organizations, events]

Outreach Events Held within Reporting Period:**Date:** [Insert date]**Location:** [Insert location]**Number of Attendees:** [Insert number]**Community Partners Involved:** [List partners]**● Community Investment Fund****Dollar Amount Generated To-Date:** [Insert dollar amount]**Dollar Amount Generated in Reporting Period:** [Insert dollar amount]**Residential Unit Certificates of Occupancy Stage:** [circle one]

(<1,500) (1,500-3,000) (3,000-4,500) (>4,500)

Current Foundation Board Members:

Representation	Name, Title, Organization
KSE Representatives (name, title)	
BACBAC Representatives (name, title, organization)	
Project Resident Representation (name, building, IRU residency [y/n], Tenure [renter/owner])	

Fund Allocation To-Date:

Use	Dollar Amount	Percentage of Fund
Funds to support Indigenous communities (which may include support for housing or 1x emergency funds for Indigenous students attending school on the AHEC campus)		
Funds to support Displaced Aurarians (which may include funding the 9th avenue Peace Garden)		
Endowment for 5280 Trail - Supporting active transportation connections to adjacent neighborhoods		
Building the Construction Labor Pipeline		
Pre-apprenticeship support and connection to industries		
Apprenticeship stipends and fees		

Resources (work clothes/tools)		
Long-Term Employment		
Navigator - from community org		
Internships/Apprenticeships		
Small Biz TI/TA - for BMR Commercial tenants; in pop-ups or as they transition to permanent location (such as Green Spaces or Mi Casa)		
BACBAC Implementation Committee/Foundation Board Operational Expenses (including CBA website)		
KSE Fund Requests		
Youth Programming and Internships (such as through Youth Record)		
Tenant Eviction Assistance		
Down Payment Assistance (ownership IRUs)		
Affordable Tenant Emergency Service & Programming		
Other Uses		
[describe]		
[describe]		

**Important Non-Funding Decisions Made by Foundation Board during Reporting Period
(investment strategy decisions, communication initiatives, other)**

- **Economic Development**
 - Construction Jobs
- *Hiring Events within Reporting Period*

Event 1:

Date: [Insert date]
Partner Organization(s) Present: [List organizations]
Number of Attendees: [Insert number]
Number of Job Placements: [Insert number]

Event 2:

Date: [Insert date]
Partner Organization(s) Present: [List organizations]
Number of Attendees: [Insert number]
Number of Job Placements: [Insert number]

Event 3:

Date: [Insert date]
Partner Organization(s) Present: [List organizations]
Number of Attendees: [Insert number]
Number of Job Placements: [Insert number]

Number of First Hire Opportunity Job Placements in the Reporting Period: [Insert number]

If CBA Goal was Not Reached, Please Outline Strategy to Improve in Future Years (i.e., ensuring hiring events have a first hire opportunity period for the first half):

- Permanent Jobs

Description of tracking plan used to monitor permanent job goals: [insert tracking plan and what is monitored]

Number of Permanent Jobs Created in Reporting Period: [Insert number]
Percentage of Permanent Jobs Currently Filled by qualified candidates: [Insert percentage]
Number of First Hire Opportunity Job Placements: [Insert number]

If 20% CBA Goal was Not Reached, Please Outline Strategy to Improve in Future Years:

- Small Business Opportunities
- *Pop-up Retail*

Number of Below Market Rate Pop-Up Retail Tenants Operating During Reporting Period:
[Insert number]

Percentage of Rent Rate Discount Relative to Other Pop-Up Retail Offerings (Per Sq. Ft.) During Reporting Period: [Insert percentage]

Business Name, Contact Name, Email, and Phone Number for BMR retail tenants:

1.

2.

3.

4.

5.

Right of First Opportunity to Lease: [Provide description of efforts to connect tenants to permanent retail space during the reporting period]

- *Small Business Initiatives*

Description of marketing efforts to attract small, BIPOC-owned, women-owned, and creative businesses to the project: [insert description of efforts undertaken during the reporting period]

Composition of Commercial Tenants

Business Types	# of New Tenants (this year)	# Total (existing to date)	% Percent of Total (existing to date)
Small & Independent			
BIPOC-owned			
Women-owned			

Creative businesses			
Other (market rate, large, etc)			
Total Tenants			
<i>Total Small Independent and/or BIPOC-owned and/or Women-owned and/or or Creative Businesses</i>			

- **Family, Arts, and Culture**
- Childcare Center

Location: [Insert Location]

Market Study Completed: [Yes/No]

Identified Need: [Insert Summary of Findings]

Childcare Capacity: [Insert Number of Children]

Partners Engaged: [List Partners, e.g., DPS, Denver Early Childhood Council]

Expected Completion Date: [Insert Date]

Colorado Child Care Assistance Program: [Insert description of marketing efforts during this reporting period]

- Youth Programming

Number of Paid Internships Provided during Reporting Period: [Insert Number]

Recruitment Efforts Targeting Indigenous, Displaced Aurarians, and BIPOC Communities: [Describe efforts during reporting period]

Demographics of Interns Hired During Reporting Period:

[#] American Indian/Native American	[#] Descendant of displaced Aurarian
[#] Asian	
[#] Black/African American	
[#] Hispanic/Latino	
[#] Middle Eastern/North African	
[#] Native Hawaiian/Pacific Islander	
[#] Two or more races/ethnicities	
[#] White (non-Hispanic/Latino)	

[#] Total Interns Hired

- Public Events in Signature Park
- **Number of Free Public Events during Reporting Period:** [Insert Number]
 - *Event 1:* Date [Insert Date], Type [Insert Type], Number of Attendees [Insert Number]
 - *Event 2:* Date [Insert Date], Type [Insert Type], Number of Attendees [Insert Number]
 - *Additional Events:* [List as Necessary]
- Living Land Acknowledgement
- **Living Land Acknowledgement Implemented:** [Yes/No]
- Indigenous Engagement:

[List Names and Roles of Indigenous individuals/teams hired or contracted with to-date]

- Scholarships
- Scholarship Funds disbursed to-date: [Insert Amount]
- Displaced Aurarians' Scholarship Fund disbursed to-date: [Insert Amount]
- Indigenous Peoples Scholarship Fund disbursed to-date: [Insert Amount]

- Public Art and Cultural Space
- **Public Art Installed to-date:** [Insert Number of Pieces]
 - **Percentage by Local Artists (Denver-based) to-date:** [Insert Percentage]
 - **Percentage by Colorado Artists to-date:** [Insert Percentage]
- **Total Investment in Public Art to-date:** [Insert Dollar Amount]
- **Community Arts Space Programming:**
 - **Size:** [Insert Final Developed Square Footage]
 - **Number of professional artists working or showing at the space during reporting period:** [insert number]
- **Infrastructure and Connectivity**
 - Infrastructure Master Plan (IMP)

Number of Drafts Submitted to-date: [Insert Number]

IMP Approval Status: [Insert Status]

Most Recent Draft Sent to BACBAC?: [yes/no]

Meeting Held to Discuss BACBAC Comments and Feedback: [yes/no]

Description of Plan Modifications Based on BACBAC Input:

Next Steps for IMP: [Describe any pending submissions or revisions]

Timeline for Final IMP Approval: [Insert Estimated Date]

- 5280 Trail Development

Progress on 5280 Trail Development to-date: [Describe progress on section of 5280 developed on the Property]

Wayfinding Opportunities Developed to-date: [Describe any signage, artistic wayfinding to nearby amenities, collaborations with local artists]

- Pedestrian and Bicycle Safety Enhancements

Traffic Calming Measures Implemented to-date: [List Measures]

- **Crosswalk Enhancements:** [Describe Enhancements]

- **Signage Installed:** [Insert Number, Locations, and Descriptions]

- **Specific Improvements to 12th Street:** [Describe Improvements]

- **Speer Boulevard Crossings Improved:** [Yes/No]

Timeline for Safety Enhancements Completion: [Insert Date]

- Mobility Study and Event Day Mitigation Plan

Mobility Study Completed: [Yes/No]

Event Day Mitigation Plan Developed: [Yes/No; When yes, Attach with this report]

Coordination with RTD on Extended Public Transit Hours: [Describe Results]

- Open Space Accessibility and Amenities

Any Negotiated Agreements for Programming in Open Spaces During Reporting Period:
[Yes/No; if yes please describe when this happened and how accessibility was maintained]

- Pet Relief Areas

Number of Pet Relief Areas Completed: [Insert Number]

Locations of Pet Relief Areas: [List Locations]

- Energy Infrastructure

Location of Planned/Developed Energy Infrastructure Serving the Site: [Description of location]

EXHIBIT D
INITIAL BUDGET

USE	AMOUNT	% OF FUND	Amt
Funds to support Indigenous communities (which may include support for housing or 1x emergency funds for Indigenous students attending school on the AHEC campus)	\$300,000	3%	\$15,000
Funds to support Displaced Aurarians (which may include funding the 9th avenue Peace Garden)	\$300,000	3%	\$15,000
Endowment for 5280 Trail* - Supporting active transportation connections to adjacent neighborhoods	\$1,000,000	8%	\$50,000
Building the Construction Labor Pipeline	\$1,900,000	16%	\$95,000
Pre-apprenticeship support and connection to industries	\$700,000	6%	\$35,000
Apprenticeship stipends and fees	\$700,000	6%	\$35,000
Resources (work clothes/tools)	\$500,000	4%	\$25,000
Long-Term Employment	\$2,350,000	20%	\$117,500
Navigator - from community org	\$1,750,000	15%	\$87,500
Internships/Apprenticeships	\$600,000	5%	\$30,000
Small Biz TI/TA - for BMR Commercial tenants; in pop-ups or as they transition to permanent location (such as Green Spaces or Mi Casa)	\$3,500,000	29%	\$175,000
BACBAC Implementation Committee/Foundation Board Operational Expenses (including CBA website)	\$550,000	5%	\$27,500
KSE Fund Requests	\$2,100,000	18%	\$105,000
Youth Programming and Interships (such as through Youth Record)	\$1,000,000	8%	\$50,000
Tenant Eviction Assistance	\$200,000	2%	\$10,000
Down Payment Assistance (ownership IRUs)	\$200,000	2%	\$10,000
Affordable Tenant Emergency Service & Programming	\$700,000	6%	\$35,000
TOTAL	\$12,000,000		\$600,000
*If full amount cannot be allocated to the 5280, funds should be used to support bike/ped connections from Ball Arena to Sun Valley, La Alma/Lincoln Park, and west Denver neighborhoods			

EXHIBIT E

POP UP RETAIL CONCEPT

POP-UP RETAIL



PHASE 1 CONCEPT DIAGRAM



PHASE 1 POP-UP SHOPS

2,500 sf of pop-up retail space
20% to be provided below market
Mix of 12'x12' and 12'x24' shops

POTENTIAL EXPANSION AREAS

Expansion could accommodate at least
5,000 sf of additional pop-up retail space



Activated streetscape with several micro-retailers



Micro-retail integrated into dense urban open space



Individually branded for a collection of small businesses

EXHIBIT F

BICYCLE AND PEDESTRIAN CONNECTIVITY



Kroenke Sports & Entertainment

BALL ARENA REDEVELOPMENT
COMMUNITY INFRASTRUCTURE & CONNECTIVITY
SEPTEMBER 2024

SUBMITTED TO
THE BALL ARENA COMMUNITY BENEFITS AGREEMENT COMMITTEE

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SECTION 1

BALL ARENA REDEVELOPMENT IMPROVEMENTS

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SECTION 2

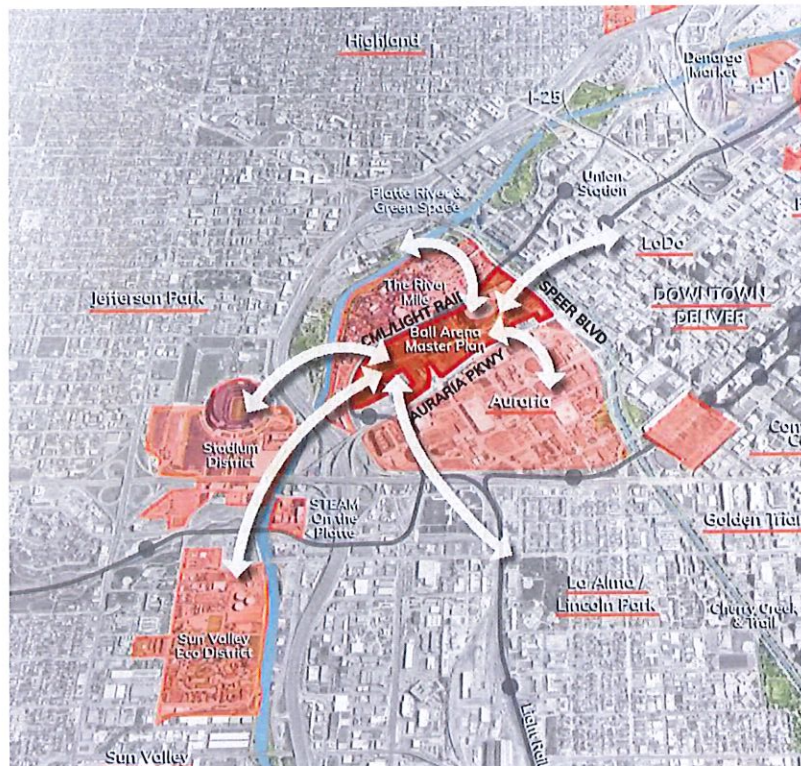
COMMUNITY INFRASTRUCTURE CONCEPT STUDIES

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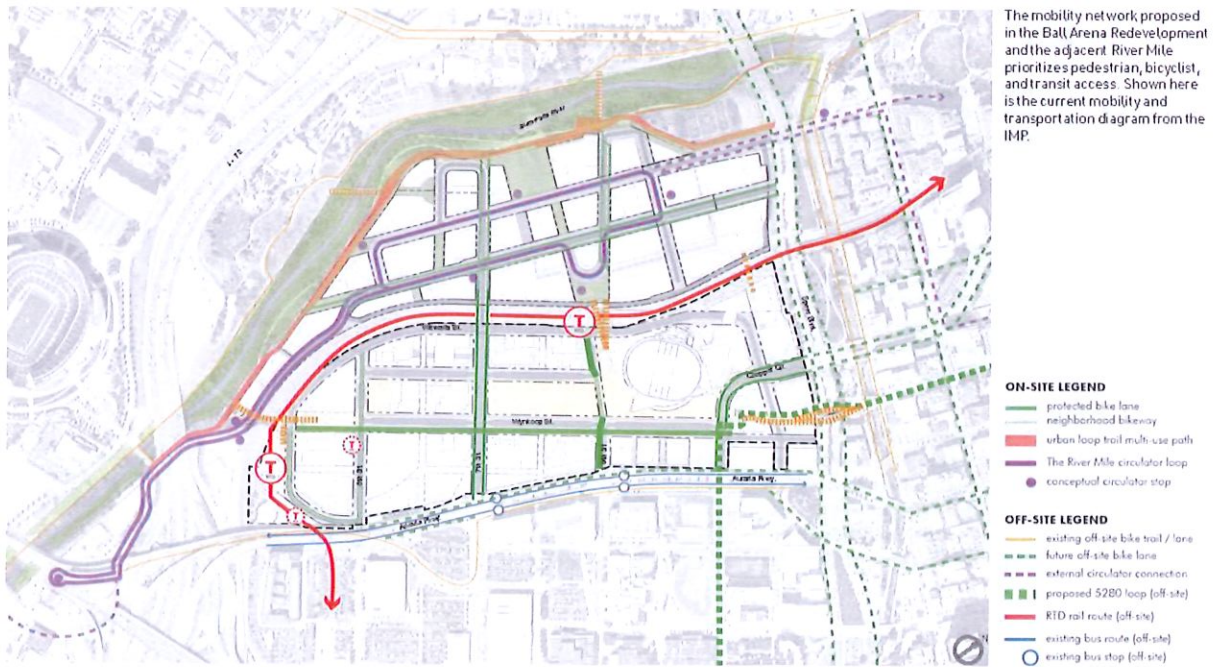
SCOPE + PURPOSE OF THIS STUDY

As a complementary effort to the IMP process, KSE studied multimodal connections from other neighborhoods into and out of the project site. Potential street section modifications illustrated within aim to allocate space within the existing public right-of-way for pedestrians, amenity zones (e.g., street trees), bicyclists, and transit (where relevant). Moreover, potential intersection treatments could reduce conflict and prioritize safe crossings for pedestrian and bicyclists.

The goal of these studies is to enhance regional connectivity to adjacent neighborhoods such as Sun Valley and La Alma / Lincoln Park, while also clarifying KSE Ball Arena Redevelopment's current mobility plans. Other documents that have guided this study include, but are not limited to, Denver Moves: Downtown, The River Mile IMP, Downtown Area Plan Amendment, and the Auraria Campus Masterplan.



Proposed Development Transportation & Mobility Network



BALL ARENA REDEVELOPMENT | Community Infrastructure & Connectivity

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The Wynkoop Spine



6 New Pedestrian Bridge Connections

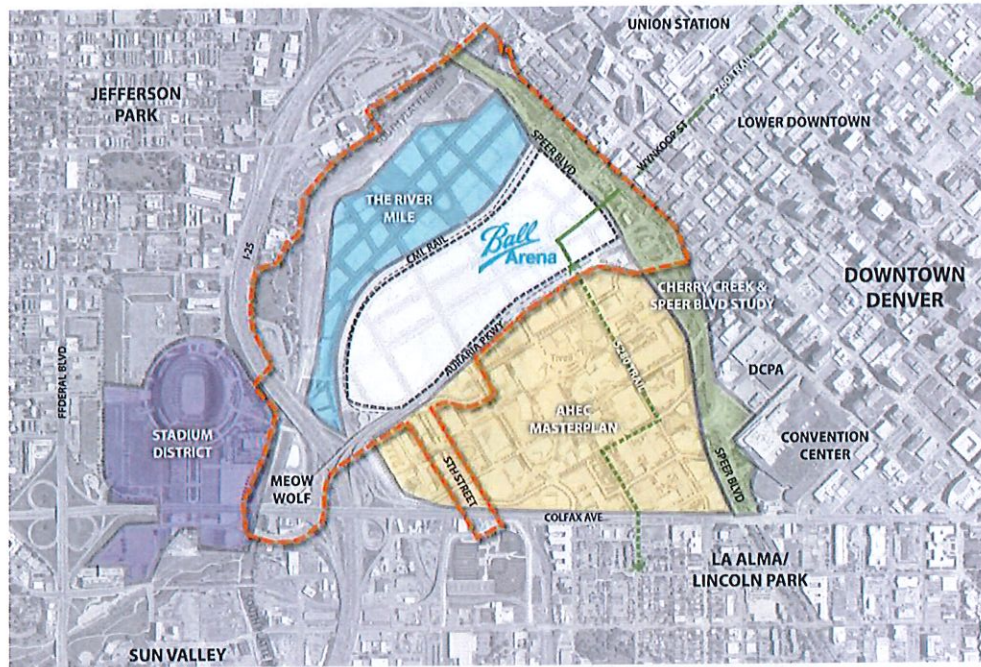
Wynkoop Street offers a robust pedestrian experience from textured frontages, park adjacency, and a protected two-way cycle track that spans the entire development. Critically, this bike path has bridges proposed at both termini.

The plan has over **9 Acres of Open Space**

That's **18%** of the net developable site area

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Adjacent Planning Projects & Community Focus Area



The Ball Arena development is not alone in the effort to enhance the multimodal infrastructure in downtown Denver. Concurrent or future projects propose their own bike paths, intersection improvements, and connections. Coordinating these plans to stitch infrastructure together in the most efficient manner will require ongoing communication from a large number of stakeholders.

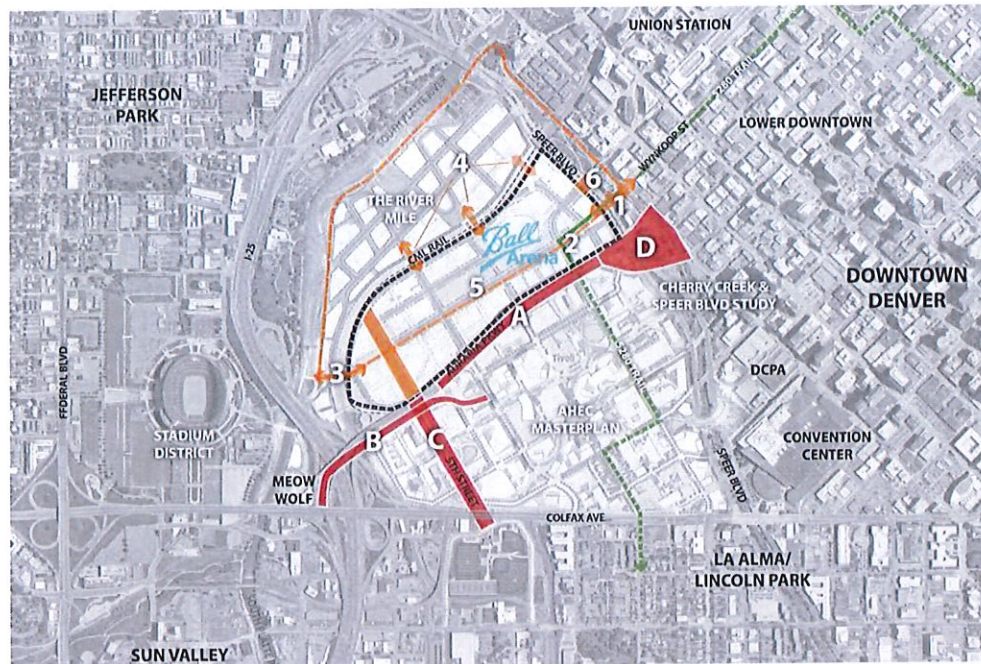
LEGEND

- IMP PROJECT SITE
- COMMUNITY FOCUS AREA
- OTHER ADJACENT PLANNING PROJECTS IN PROGRESS:
 - THE RIVER MILE
 - AHEC MASTERPLAN
 - STADIUM DISTRICT
 - CHERRY CREEK & SPEER BLVD STUDY
 - S280 TRAIL

BALL ARENA REDEVELOPMENT | Community Infrastructure & Connectivity

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Infrastructure & Connectivity Projects: Sections One & Two



The following two sections of this document elaborate on the proposed design options both 1. within Ball Arena and 2. as ancillary connections nearby.

LEGEND

- IMP PROJECT SITE
- S280 TRAIL ROUTE
- SECTION ONE: IMPROVEMENTS INCLUDED IN REDEVELOPMENT PLANS
 - WYNNWOOD CROSSING PED/BIKE BRIDGE
 - S280 TRAIL SECTION
 - SUN VALLEY + STADIUM CROSSING PED/BIKE BRIDGE
 - ADDITIONAL BRIDGES CONNECTIONS OVER CML
 - CONFLUENCE RIBBON
 - WEWATTA & CHOPPER CIRCLE INTERSECT
- SECTION TWO: COMMUNITY INFRASTRUCTURE CONCEPT
 - AURARIA PARKWAY IMPROVEMENTS
 - WALNUT STREET PED/BIKE IMPROVEMENTS
 - 5TH STREET PROMENADE
 - BLAKE/MARKET/SPEER INTERSECTION

BALL ARENA REDEVELOPMENT | Community Infrastructure & Connectivity

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SECTION 1

BALL ARENA DEVELOPMENT IMPROVEMENTS

The following list of focus areas are included in the current Infrastructure Master Plan (IMP) for the Ball Arena Redevelopment (and/or included as part of The River Mile Redevelopment).

KSE has plans to realize these community infrastructure improvements as part of the full site buildout.



1 - Wynkoop Crossing: Pedestrian & Bike Bridge

Wynkoop Crossing aims to resolve the current barrier posed by Speer Boulevard with a new pedestrian and bike bridge connection. This will link the Central Platte Valley/Auraria District with Lower Downtown, and provide a safe pedestrian link for the 5280 Trail, connecting Auraria over to Union Station along Wynkoop Street.



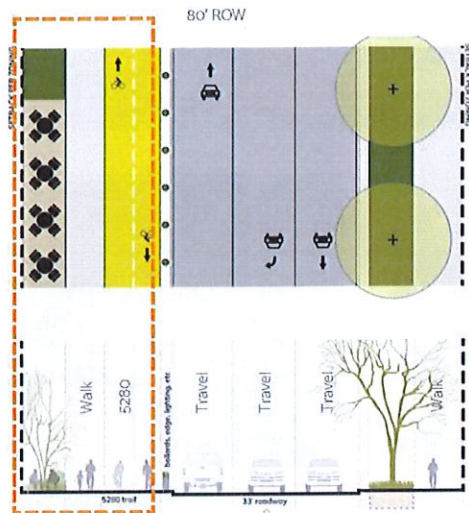
BALL ARENA REDEVELOPMENT | Community Infrastructure & Connectivity



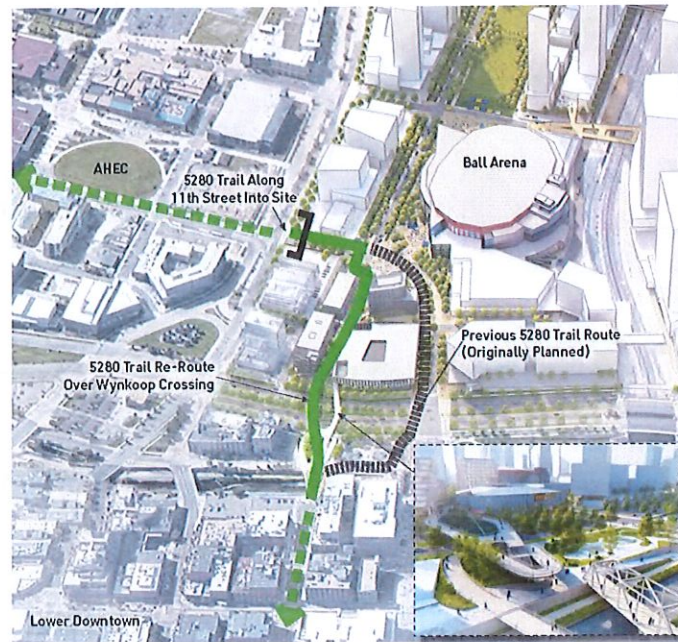
SECTION 1: Ball Arena Development Improvements 9

2 - 5280 Trail: Section Through Site

The redevelopment plan also accommodates the 5280 Trail's planned route along 11th Street connecting AHEC and the Tivoli Quad. A re-routing of the trail over Wynkoop Crossing would allow for a more direct, dynamic, and safe connection across Speer for pedestrians and cyclists alike.



BALL ARENA REDEVELOPMENT | Community Infrastructure & Connectivity



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3 - Sun Valley + Stadium Crossing: Pedestrian & Bike Bridge

At the westernmost terminus of Wynkoop Street, the redevelopment will include a robust pedestrian and bicyclist connection over the CML rail corridor, to connect with the proposed relocated Mile High Stadium RTD light rail station. The proposed bridge has potential to continue and also span across the South Platte River in the future (by others). This bridge will unite this area of the River Mile redevelopment with the Ball Arena redevelopment, and provide the most safe and comfortable connection coming into the site from the South Platte River Trail and the Sun Valley Neighborhood.



RTD Station Stairs



Landing Plaza

Proposed Sun Valley Bridge



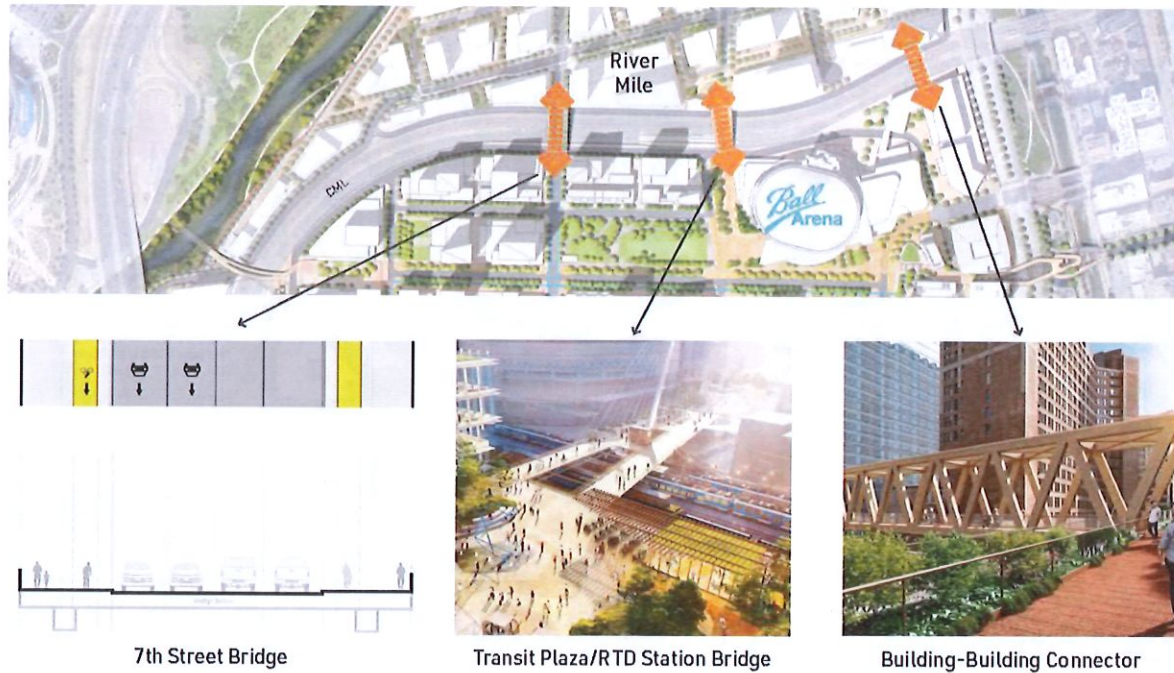
BALL ARENA REDEVELOPMENT | Community Infrastructure & Connectivity



Bridge Precedent Imagery

SECTION 1: Ball Arena Development Improvements 11

4 - Additional Bridge Connections over the CML



BALL ARENA REDEVELOPMENT | Community Infrastructure & Connectivity

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5 - Confluence Ribbon

Completing a Park Loop System

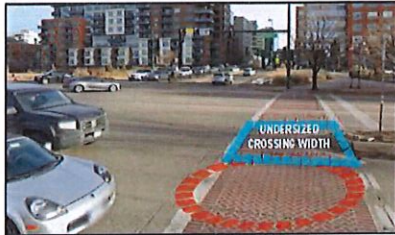


BALL ARENA REDEVELOPMENT | Community Infrastructure & Connectivity

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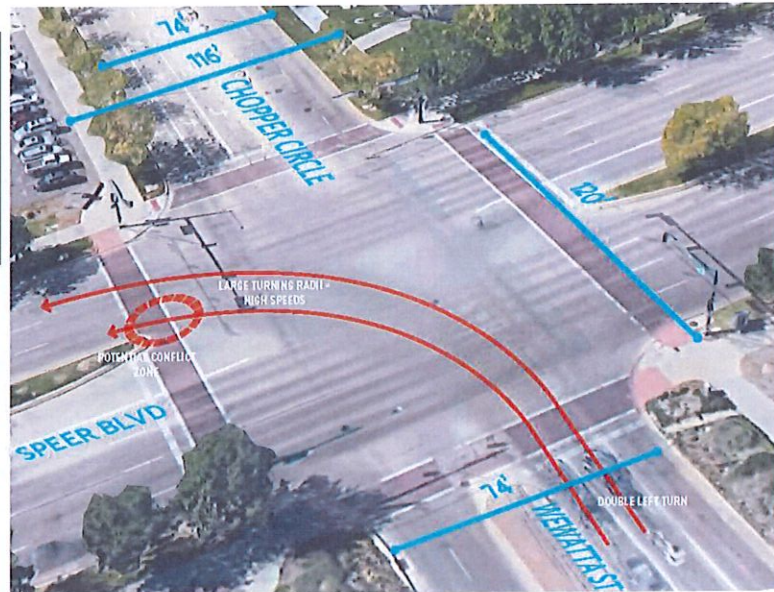
6 - Wewatta & Chopper Circle At-Grade Crossing

Speer St. Today: No Refuge / Pedestrian Protection



This intersection does not prioritize pedestrian comfort or safety due to:

- High volume of pedestrians disproportionate to the scale of the crosswalk safety designs
- Double left turn lanes across such a wide intersection results in high speeds
- Minimal pedestrian protection: bulbouts, bollards, median refuge, etc.
- Long crosswalk distances: 120'
- Close proximity to future 5280 Trail proposal
- Chopper Circle current dimensions:
 - Curb to curb - 74'
 - ROW - 116'



6.1 - NYC Intersection Case Study

Similar conditions have different solutions in other American cities. A comparable intersection in NYC employs simple design features to provide safer crossing for bikes and pedestrians.

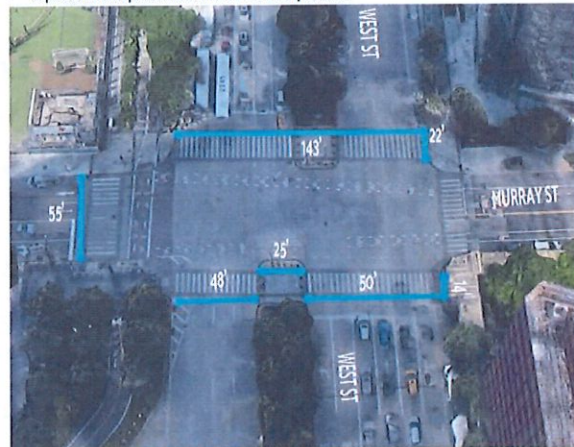
Denver

- Comparable pedestrian crossing distances
- Thinner crosswalk widths
- Wider east-west right of way



New York City

- Stop Bars set back at distance nearly equal to width of crosswalk
- Large pedestrian refuge islands include bollards and lighting
- Separated and protected bike lanes incorporated



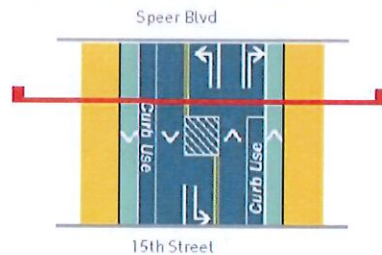
6.2 - Wewatta & Speer Intersection

A Safer Wewatta Intersection

This intersection design improvement increases pedestrian safety in the following ways:

- Separated and Protected Bike Lanes added (6' and 8')
- Chopper Circle median removed for bike lanes
- Pedestrian-oriented median refuge locations: medians extended and 'capped'
- Crosswalks squared to facilitate ADA navigation
- Chopper Circle travel lanes reduced to 4 and 1 drop-off
- Crosswalk distance reduced to ~45' or 60' with refuge area

Denver Moves: Wewatta Lane Configuration



BALL ARENA REDEVELOPMENT | Community Infrastructure & Connectivity

SECTION 1: Ball Arena Development Improvements

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SECTION 2

COMMUNITY INFRASTRUCTURE CONCEPT STUDIES

The following focus areas highlighted are not included in the Ball Arena Redevelopment plans, but are provided as suggestions to improve urban connectivity into and around the site.

The realization of these studies would require traffic engineering and coordination between multiple public and private stakeholders.

LEGEND

- IMP PROJECT SITE
- S280 TRAIL ROUTE
- S280 TRAIL SECTION

SECTION TWO: COMMUNITY INFRASTRUCTURE CONCEPT

- A AURARIA PARKWAY IMPROVEMENTS
- B WALNUT STREET PED/BIKE IMPROVEMENTS
- C 5TH STREET PROMENADE
- D BLAKE/MARKE T/SPEER INTERSECTION

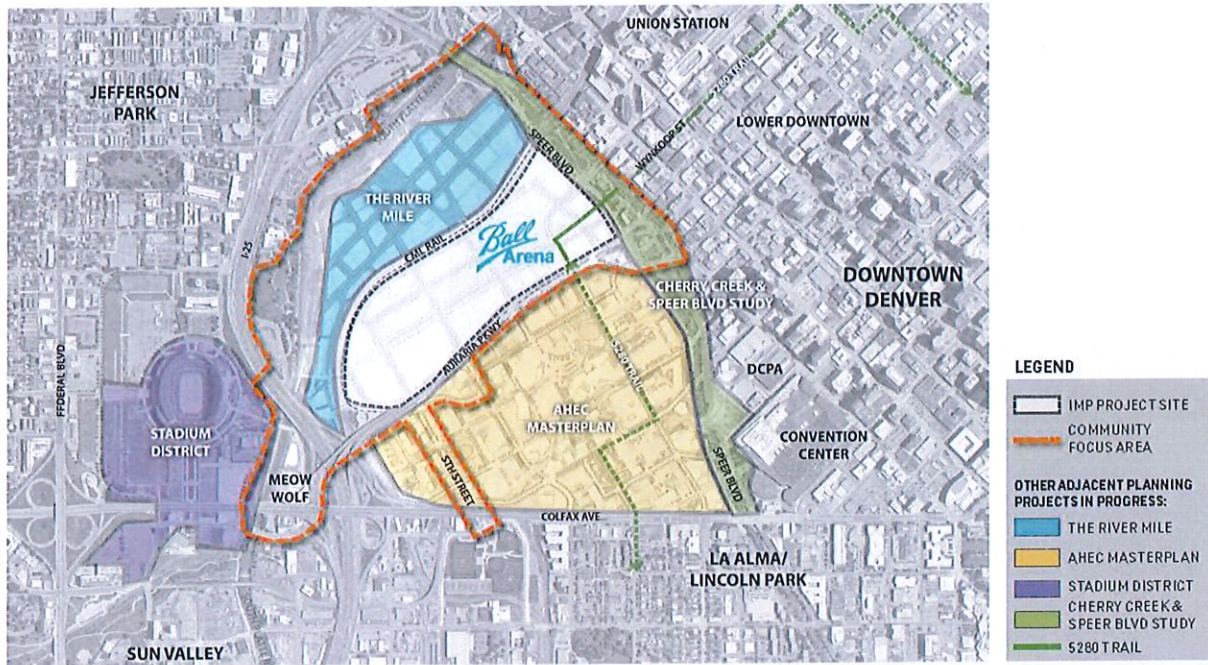


BALL ARENA REDEVELOPMENT | Community Infrastructure & Connectivity

SECTION 2: Community Infrastructure Concept Studies

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Adjacent Planning Projects & Community Focus Area

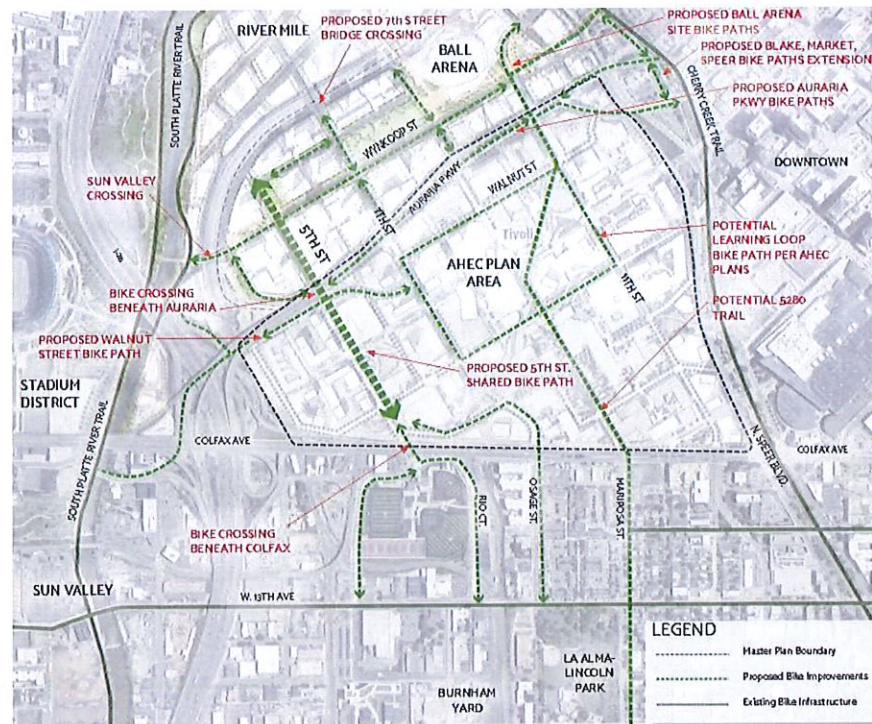


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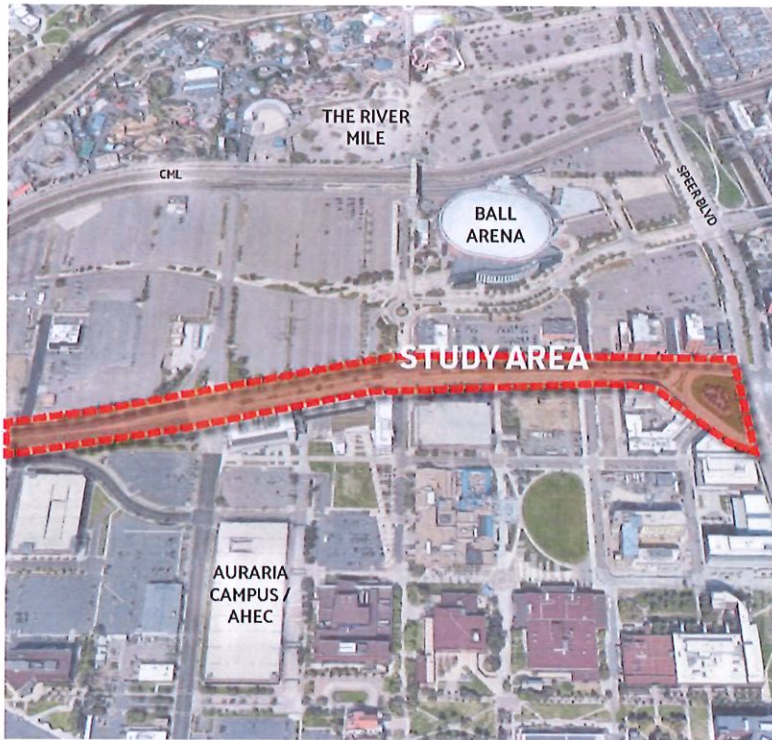
COMMUNITY VISION:

A COMPLETE NEIGHBORHOOD BIKE NETWORK



BALL ARENA REDEVELOPMENT | Community Infrastructure & Connectivity

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BALL ARENA REDEVELOPMENT | Community Infrastructure & Connectivity

STUDY A Auraria Parkway Improvements

Auraria Parkway is an exclusively vehicle-oriented thoroughfare. Improving pedestrian and bicyclist safety through and across the Auraria Parkway corridor is challenged by a wide ROW, multiple on-ramps, and complicated traffic patterns near Speer Boulevard.

A - Auraria Parkway - Existing No Bike Infrastructure & Limited Pedestrian Amenities

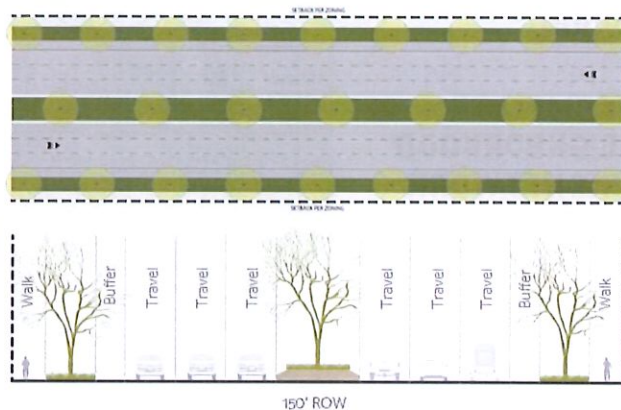
Auraria Parkway is a wide, vehicular-focused barrier between AHEC and the Ball Arena site. Intersections are large because they are designed for high speeds and efficiency rather than pedestrian safety. There are no significant bike facilities.

Existing Conditions - Plan



BALL ARENA REDEVELOPMENT | Community Infrastructure & Connectivity

Existing Conditions - 6 Lanes & Shoulders



A.1 - Auraria Parkway - Possible Improvements #1

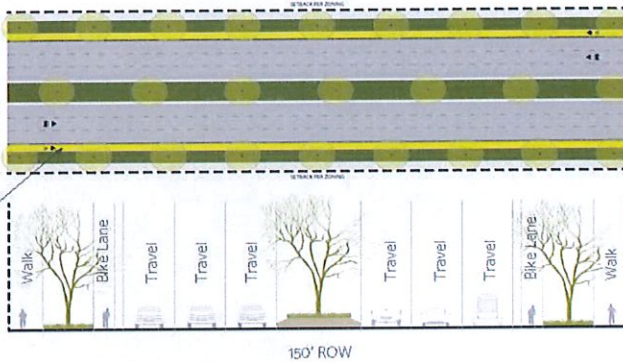
Protected Bike Lanes Enhancements

- By removing a lane on each side of Auraria Parkway, a protected bike lane could be established on either side, as recommended by Denver Moves: Bikes.
- A reduction of lanes on Auraria can help slow vehicular traffic and make drivers more aware of their surroundings.
- The intersections at 7th, 9th, and 11th should be modified for pedestrian safety, by widening crosswalks and creating a protected refuge zone in the medians, similar to the intersection proposal at Wewatta and Speer earlier in this document.

Alternative #1 - Bike Lanes



Alternative #1 - Bike Lanes & 6 Lanes

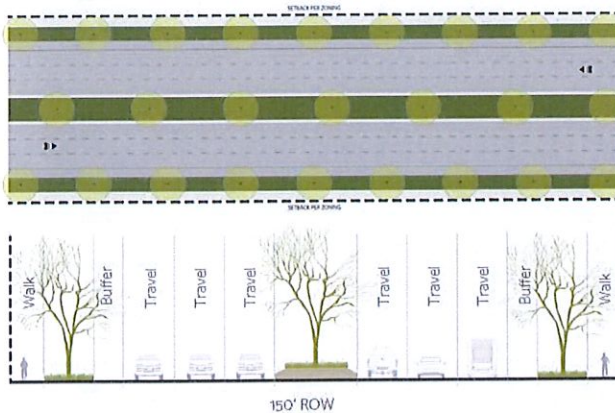


A.2- Auraria Parkway - Possible Improvements #2

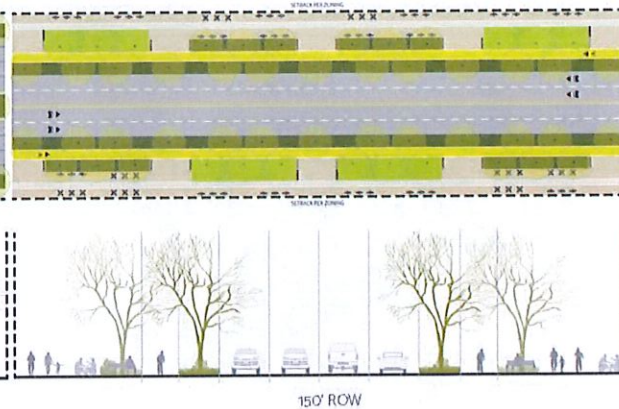
Parkways Enhancements

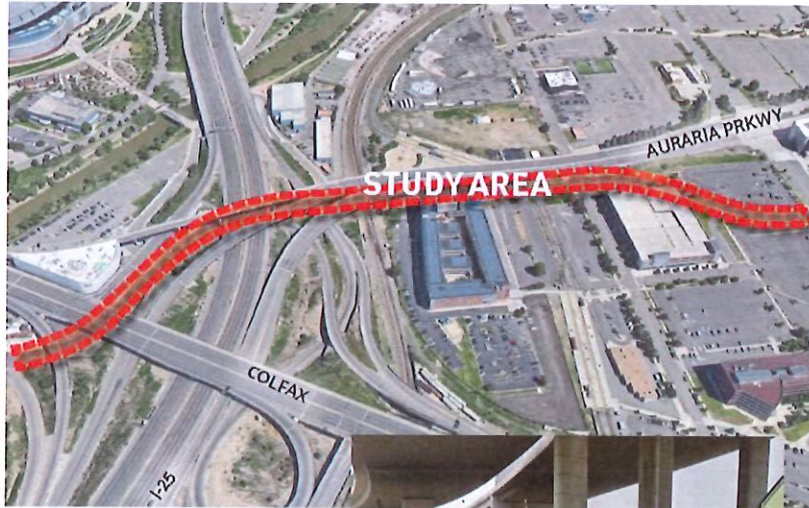
- This scheme reduces 6 lanes to 4, removes the 8-foot buffers, and the central median to both condense and slow traffic.
- Instead, the pedestrian and bicycle realm is widened to provide for a linear park-like condition along both the Auraria Campus and Ball Arena sides of the street, allowing for circulation of crowds during events and comfortable day-to-day bicycle commuting.

Existing Conditions - 6 Lanes



Alternative #2 - 85' Parkway & 4 Lanes





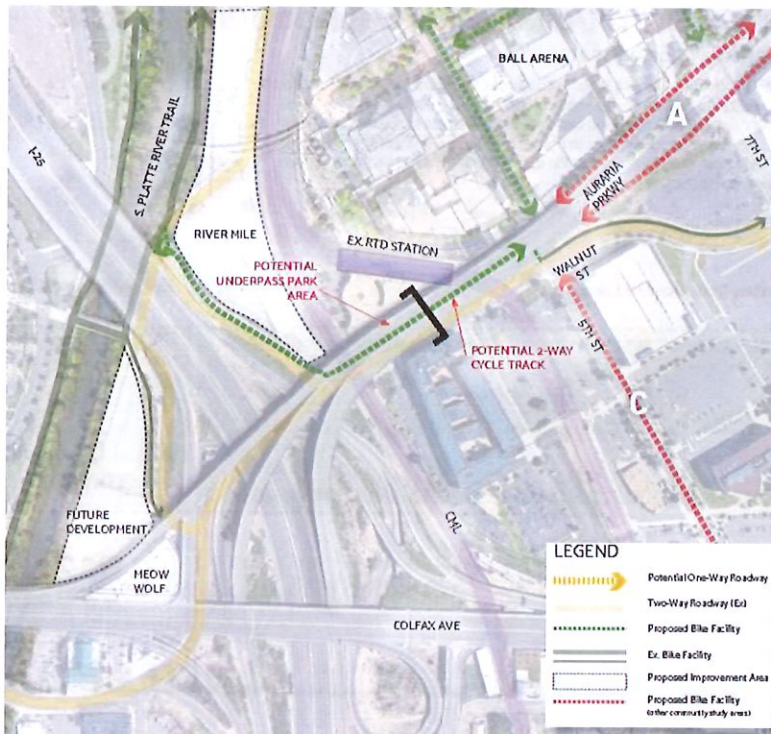
Existing Conditions - Walnut St. Beneath Auraria

STUDY B Walnut Street Improvements

Study Area B focuses on improving pedestrian and bicyclist connectivity to and along Walnut Street under the Auraria/I-25 Interchange, towards Meow Wolf, Stadium District, and Sun Valley.

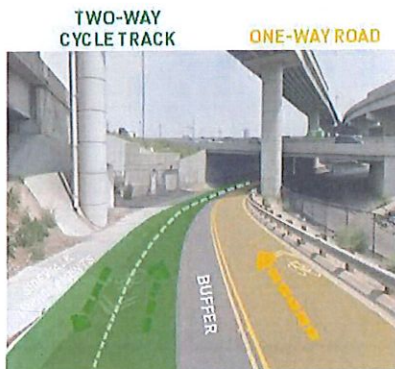
B.1 - Walnut Street Option 1

- The current shared street section on Walnut St. would be redesigned beneath the Auraria Parkway viaduct. The bike facility could then be a separated, off-street cycle track until the intersection at 1st St.
- In conjunction with future River Mile development, the 1st Street cross section could be improved to create a wide protected cycle track route up to the River Trail, instead of the existing shared street condition.
- Vehicular traffic in this option largely remains unchanged.
- As part of these improvements, reimagining the area north of Walnut at the old RTD parcel could create the room for an underpass park with recreation uses.

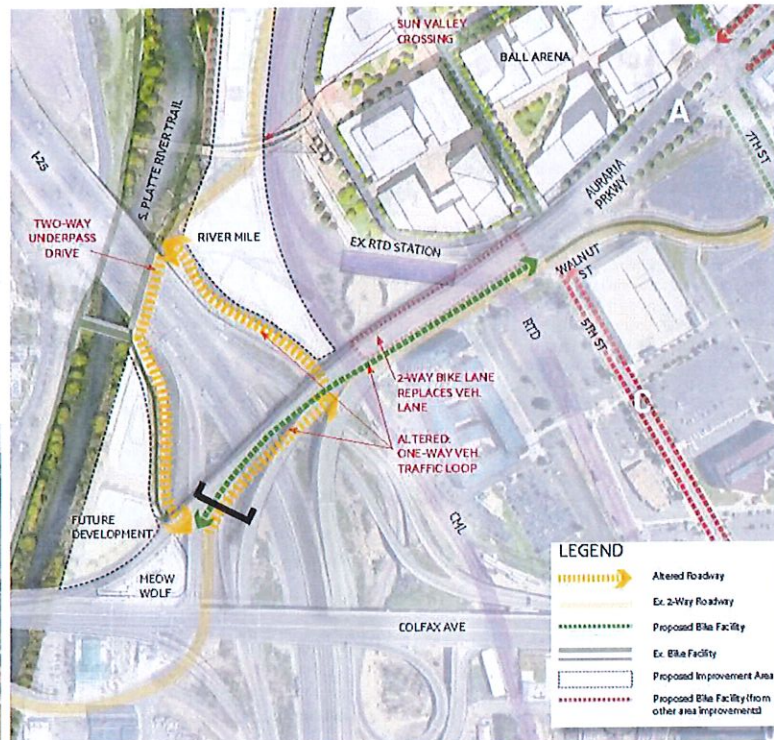


B.2 - Walnut Street Option 2

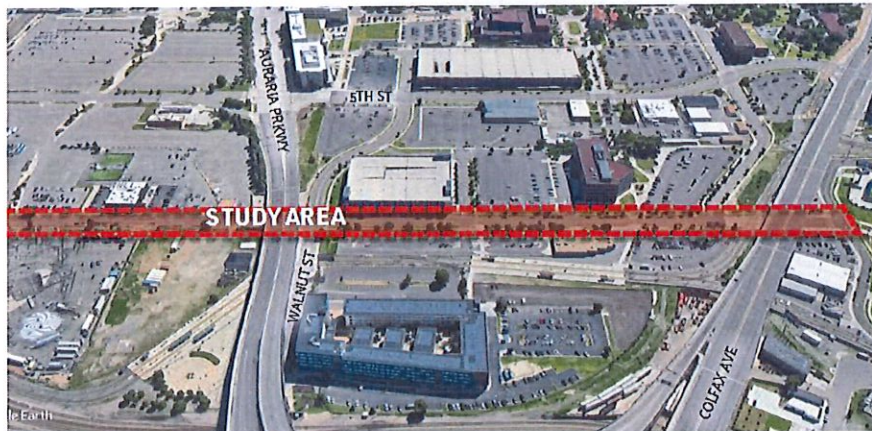
- Instead of the route shown in Option A, Option B modifies the vehicular circulation pattern.
- To create room for a protected cycle track on Walnut Street as it passes under the Auraria/I-25 interchange, vehicular traffic would be reduced to a one-way, counter-clockwise circuit on 1st and Walnut.
- The roadway I-25 underpass would be open for one-way vehicle traffic. A car coming from the River Mile going to Auraria Campus would be rerouted south to the roadway along Meow Wolf, and then north along Walnut (below)



BALL ARENA REDEVELOPMENT | Community Infrastructure & Connectivity



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STUDY C 5th Street Promenade Improvements

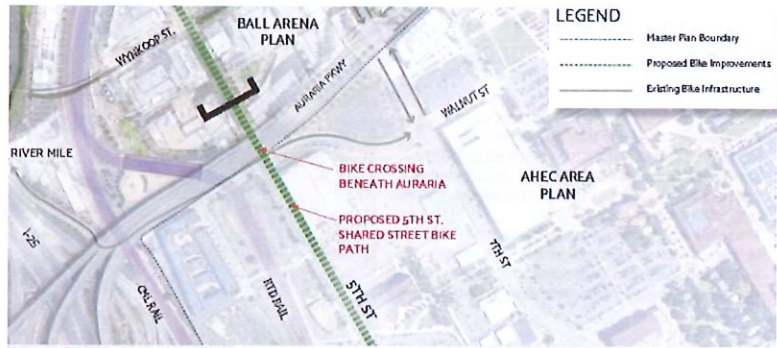
5th Street is a unique opportunity for pedestrians and cyclists. Because it runs beneath both Colfax to the south and Auraria Parkway at Ball Arena, it is a prime candidate to become a main thoroughfare for multimodal options. This street will be influenced by the AHEC plan.

This street may also be impacted by the potential relocation of the RTD rails north of Auraria Parkway.

C - 5th Street Neighborhood Green Street

Shown to the right are two potential designs that integrate biking elements along 5th Street near or within the Ball Arena development.

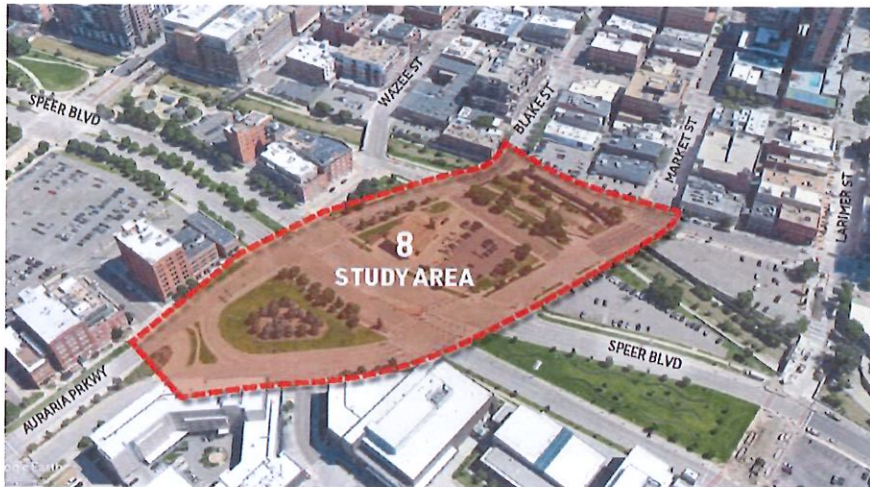
- 5th St. benefits from grade separation at both Auraria Parkway and Colfax, which makes it a low-speed and low-traffic environment for biking.
- This axis would also intersect with the robust proposed cycle track running east-west along future Wynkoop St which ultimately connects to the 5280 Trail.
- The 5th street section could be reimagined as shown to incorporate green infrastructure and pedestrian features. Chicaning the road could slow traffic and create a more comfortable and varied urban environment.



Option A: Separated cycle track



Option B: Shared Street



STUDY D Blake St. / Market St. / Speer Blvd. Improvements

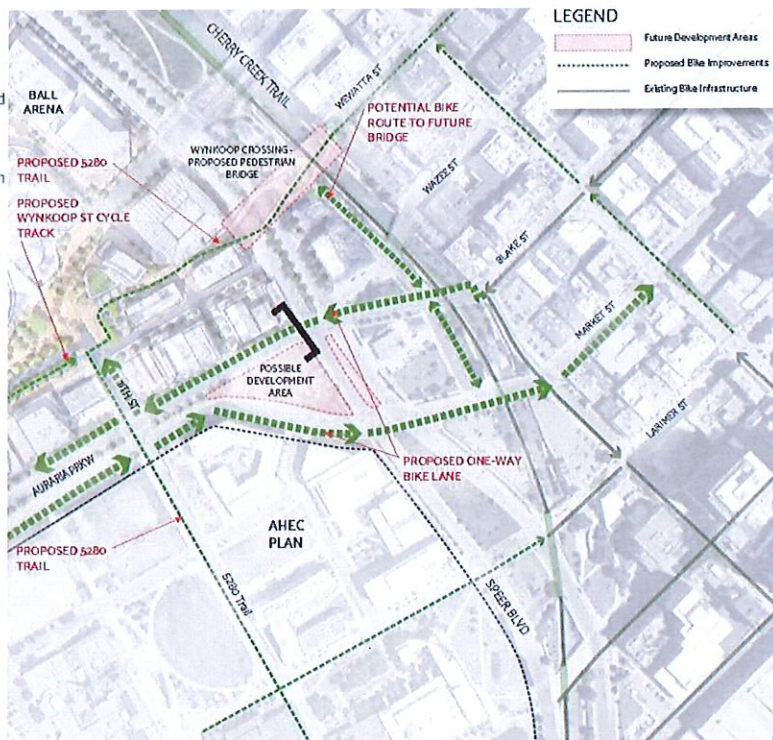
The complicated interchange between Speer Boulevard, Auraria Parkway, and the surrounding streets does not yet have a user-friendly bike connection. This study endorses the proposed Denver Moves plan which proposes one-way protected bike lanes along Auraria in both directions.

An alternative route to link the Auraria bike path with the 5280 Trail is seen parallel to the Cherry Creek Trail and runs north-south from Market St. to the proposed pedestrian bridge at Wewatta St.

EX. VEHICLE TRAFFIC	NEW 1-WAY BIKE LANE
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BALL ARENA REDEVELOPMENT | Community Infrastructure & Connectivity



SECTION 2: Community Infrastructure Concept Studies

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Ball Arena Community Benefits Agreement

BACKGROUND

This Community Benefit Agreement (CBA) is a legally binding document negotiated over 12 months between the Ball Arena Community Benefit Agreement Committee (**BACBAC**) and Kroenke Sports Entertainment (**KSE**) to govern the Ball Arena redevelopment. Implementation of the CBA elements summarized below will be governed by a board comprised of future residents, local organizations, and KSE staff. Negotiations were facilitated by Cappelli Consulting, the CBA was drafted by Stout Law Colorado, and BACBAC work was funded by DEDO, Rose Community Foundation, Denver Foundation, & Gates Family Foundation. In light of this agreement, BACBAC supports the rezoning of the Ball Arena site.

BACBAC Members

- Auraria/Central Platte Valley RNO
- Auraria Higher Education Campus
- Community College of Denver
- CU Denver Community Collaborative Research Center
- Denver American Indian Commission
- Denver Housing Authority
- Denver Streets Partnership
- Downtown Denver Partnership
- Fresh Start, Inc.
- La Alma/Lincoln Park Neighborhood
- Lower Downtown Neighborhood Association
- Sun Valley Community Coalition
- WORKNOW

HOUSING

- Affordable Rental: **18%** of all units (1,080/6,000) will be affordable for 99y; $\leq 70\%$ AMI (**\$63,910**) avg. income w/a 80% AMI (**\$73,040**) income cap; Two income restricted buildings at $\leq 70\%$ AMI avg. income w/a 100% AMI (**\$91,300**) cap.; and **50** units serving $\leq 30\%$ AMI (**\$27,390**)
- Affordable Homeownership: **18%** of units for 99y; 90% AMI average w/a 120% AMI cap
- Access/Displacement: **\$1.1M** earmarked for eviction assistance, down payment assistance, etc.
- Unit Size: **20%** of affordable units in the Park and transit neighborhoods will have two-bedrooms, and **15%** will have three-bedrooms

ECONOMIC OPPORTUNITY

- Business Equity Goal:
 - **20%** of contracted businesses are small, minority, or women owned
 - **5** Pop-Up retail spaces will have discounted rent for small businesses
- Construction Jobs: Denver residents from low-income census tracts will get First Hire opportunity for all construction jobs
- Permanent Jobs: **20%** of all new permanent jobs prioritized for qualified candidates from low-inc Denver census tracts
- Logistics: a dedicated nonprofit will help market to and **incubate small businesses**; a dedicated **“community workforce coordinator”** will work to ensure that job equity goals are met

INFRASTRUCTURE/CONNECTIVITY

- Transportation: Enhanced **bicycle and pedestrian connectivity**; Enhanced **safety**
- Accessibility: All parks, openspace, bicycle paths/trails will be **accessible to public** 365 days/year
- Connectivity: Connection to **5280 Trail**; Commitment to work w/City to **connect internal/external bike/ped infrastructure** to Lower Downtown, Sun Valley, and La Alma Lincoln Park

FAMILY, ARTS, & CULTURE

- Childcare: an early learning center will be located onsite, serving at least 150 children
- Youth: **\$1M in internships** to establish career pathways in sports/entertainment, affirmatively marketed to indigenous youth and descendants of Displaced Aurarians
- Art: **\$5M** minimum budget for public art; **25%** Denver artists, **25%** Colorado artists; **5,000 sqft** community art space; Preservation of **Rothman's Children's Park**; Commitment to periodically hosting **free events** for the community

COMMUNITY INVESTMENT FUND

- **Funding:** *\$16M Community Investment Fund (CIF)* raised via a 1% public improvement fee on retail and hotel transactions
- **Uses:** Job training, business development, arts programming, tenant assistance, down-payment assistance, Indigenous community support, Displaced Aurarian community support
- **Governance:** 7-member board w/3 BABAC reps and 4 KSE reps in phase 1, with majority of BABAC & KSE positions ***phased out and filled by site residents*** as project develops

Community Investment Fund Budget Outline (first \$12M)

Funds to support Indigenous communities (which may include support for housing or 1x emergency funds for Indigenous students attending school on the AHEC campus)

Funds to support Displaced Aurarians (which may include funding the 9th avenue Peace Garden)

Endowment for 5280 Trail - Supporting active transportation connections to adjacent neighborhoods

Building the Construction Labor Pipeline

- Pre-apprenticeship support and connection to industries
- Apprenticeship stipends and fees
- Resources (work clothes/tools)

Long-Term Employment

- Navigator - from community org
- Internships/Apprenticeships

Small Biz TI/TA - for BMR Commercial tenants; in pop-ups or as they transition to permanent location (such as Green Spaces or Mi Casa)

BACBAC Implementation Committee

KSE Fund Requests

- Youth Programming and Internships (such as through Youth On Record)
- Tenant Eviction Assistance
- Down Payment Assistance (ownership IRUs)
- Affordable Tenant Emergency Service & Programming

For more information about this CBA, contact BACBAC co-chairs:

Simon Tafoya - stafoya@gmail.com

Sue Powers - susan@urbanventuresllc.com

Press Release

For Immediate Release:

October 16, 2024

Contact: simon@acerostrategies.com
susan@urbanventuresllc.com

Community Members Ink Deal Marking Historic Agreement on Affordable Housing and Community Investments

Agreement Results in Requirement to build over 1,000 affordable homes, Ensures Community Oriented Infrastructure, and Offers Support for Economic Opportunity, Workforce Development, and the Arts through 16 million dollar fund.

Denver, Colo. (October 16, 2024) – The Ball Arena Community Benefits Agreement Committee (BACBAC) announced the signing of a Community Benefits Agreement (CBA) with Kroenke Sports and Entertainment (KSE) that will shape the development of the 70-acre property surrounding Ball Arena. This historic agreement comes in advance of a scheduled hearing at Denver City Council for KSE's rezoning application for the 70-acre property along Auraria Parkway and Speer Boulevard on Monday, October 21st. Members of the BACBAC shared the details of the Community Benefits Agreement.

"This binding agreement demonstrates that Denver neighborhoods have the ability to keep both city government and developers accountable to promises made when new development occurs in our neighborhoods," said Simon Tafoya, co-chair of the BACBAC. "This community-based effort was intended to support investment in our city and ensure we don't leave the underrepresented voiceless."

The Community Benefits Agreement comes after 15 months of negotiation between the BACBAC and KSE outlining affordable housing requirements and also includes a Community Investment Fund that is expected to reach 16 million dollars based on development and retail sales projections.

"The partnership that is established in this CBA between the developer and the community will set a standard for how Denver builds its future," said Sue Powers, Co-Chair of the BACBAC. "This committee has pushed both the city and developer to commit to build more affordable housing units" she added.

The deal includes an 18 percent affordability requirement for new rental and homeownership units—surpassing the city's current 10-15 percent minimum EHA standard—which will result in an estimated 1,080 affordable units built onsite. Across a majority of the site, the deal further

exceeds current EHA regulations by requiring that 20% of these units have two-bedrooms and 15% have three-bedrooms in order to accommodate families.

The CBA also includes aggressive targets to ensure jobs benefit local workers; women-owned, minority-owned, and small businesses are incubated and prioritized; that 50% of all public art be commissioned to local Colorado and Denver artists; and that over 3 million dollars in programs, internships, and scholarships be directed to local, displaced, and indigenous youth.

Finally, the agreement sets into motion the creation of a new organization comprising community members, developer representatives, and future residents to govern an anticipated 16 million dollar fund dedicated to pedestrian- and cyclist- oriented infrastructure and connectivity, family, arts and culture, economic opportunity and workforce development onsite.

The Co-Chairs of the Committee ended saying, ***“We applaud KSE's willingness to come to the table and work so closely with the community to negotiate this important Agreement for Denver.”***

Members of the committee included representatives from the following organizations:

- Auraria/Central Platte Valley RNO
- Auraria Higher Education Campus
- Community College of Denver
- CU Denver Community Collaborative
- Research Center
- Denver American Indian Commission
- Denver Housing Authority
- Denver Streets Partnership
- Downtown Denver Partnership
- Fresh Start, Inc.
- La Alma/Lincoln Park Neighborhood Association
- Lower Downtown Neighborhood Association
- Sun Valley Community Coalition
- WORKNOW

Learn More: The BACBAC comprises members representing community organizations and neighborhoods in and around the 70-acre Ball Arena Site. Committee members negotiated for 15 months with Kroenke Sports and Entertainment culminating in a Community Benefits Agreement focused on four key areas: Affordable Housing, Economic Opportunity, Infrastructure and Connectivity, and Family, Arts, and Culture. The agreement includes commitments to allocate \$16 million in these areas over the course of the 70-acre site’s redevelopment. It also includes a commitment to surpass Denver’s current minimums for affordable housing and programs that will benefit community members in surrounding areas, including displaced Aurarians and Native American communities, to provide ready access to jobs, scholarships and affordable housing.

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