



March 7, 2025

City and County of Denver
Community Planning and Development, Planning Services
201 W. Colfax Ave, Dept. 205
Denver, CO 80202

**RE: Rezoning Request, Community Outreach Documentation
589 & 595 S Lincoln St**

To Whom It May Concern:

This written documentation of community outreach is being submitted as an attachment to the rezoning application at the below referenced property.

Address:	589 & 595 S Lincoln St
Schedule Numbers:	0515124011000, 0515124012000
Neighborhood / Council District:	Washington Park, Council District 7 (Alvidrez)
Current Zoning:	U-TU-B2, UO-3
Proposed Zoning:	U-RH-3A

City Council Engagement

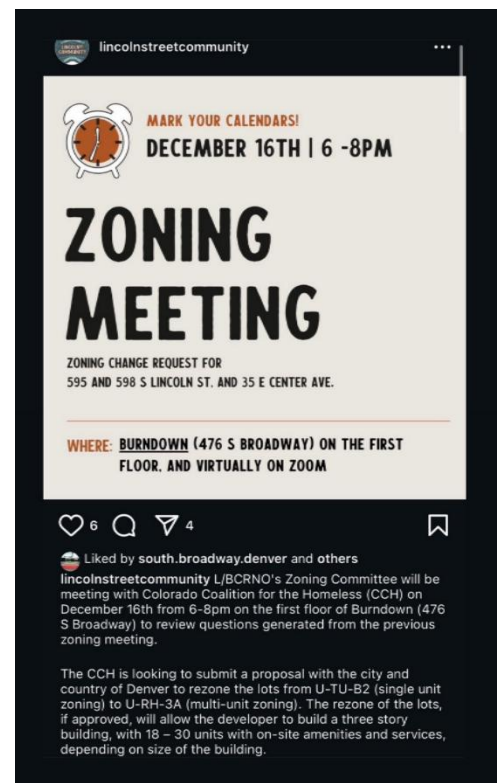
CCH reached out to Councilwoman Alvidrez of City Council District 7 via email on August 16, 2024 and met virtually with her office on September 11, 2024.

Community Organization Engagement

CCH contacted the Lincoln/Broadway Corridor RNO (LBCRNO) and the West Wash Park Neighborhood Association RNO (WWPNA). Initial outreach led to CCH staff meeting with the LBCRNO virtually on September 18, 2024 and the WWPNA virtually on September 24, 2024.

CCH also attended an in-person public meeting hosted by LBCRNO on December 16, 2024. Residents of the neighborhood were invited to the meeting via social media and the meeting was attended by approximately 40 people, including City Council staff.

CCH has received positive feedback on the rezoning potential to add affordability and low-scale density to the area. LBCRNO has voiced



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explicit support for the project under the condition that a Community Benefits Agreement be negotiated between CCH and the RNO, with importance on ensuring affordability and maintaining neighborhood character. A position letter from the L/BCRNO is included with our application.

Community Benefits Agreement Discussions

Throughout January and February 2025, CCH and the LBCRNO have been in discussions about the content of a CBA. Most recently, CCH met with RNO representatives virtually on February 16, 2025.

**CITY AND COUNTY OF DENVER, COLORADO
REGISTERED NEIGHBORHOOD ORGANIZATION
POSITION STATEMENT**

Following a vote of the Registered Neighborhood Organization, please complete this form and email to **rezoning@denvergov.org**. You may save the form in *.pdf format if needed for future reference. Questions may be directed to planning staff at **rezoning@denvergov.org** or by telephone at 720-865-2974.

Application Number	2024i-00170
Location	595 & 589 S Lincoln Street, 35 E Center Ave
Registered Neighborhood Organization Name	L/BCRNO
Registered Contact Name	Lincoln/Broadway Corridor RNO
Contact Address	317 N. Lincoln St.
Contact E-Mail Address	president.LBCRNO@gmail.com
Date Submitted	03/10/2025

As required by DRMC § 12-96, a meeting of the above-referenced Registered Neighborhood Organization

was held on , with members in attendance.

With a total of members voting,

voted to support (or to not oppose) the application;

voted to oppose the application; and

voted to abstain on the issue.

It is therefore resolved, with a total of members voting in aggregate:

The position of the above-referenced Registered Neighborhood Organization is that Denver City Council

Application # .

Comments:

Please see the attached letter with the joint RNO statement from WWPNA, L/BCRNO and BHNA. A vote was taken for the approval of this position statement. This is an amendment to the previous position statement was was given by board vote previously.

Rezoning Applications may be viewed and/or downloaded for review at:
www.denvergov.org/Rezoning



March 8th, 2025

Attention: Edson Ibañez
Senior City Planner
Webb Building, 201 W. Colfax Ave.
Denver, CO. 80202
T: 720-865-2933
Email: Edson.Ibanez@denvergov.org

re: Denver proposed rezoning case #2024i-00170 , 595 & 589 S Lincoln Street, 35 E Center Ave

Dear Mr. Ibañez

This letter is submitted on behalf of three RNO's, "West Washington Park Neighborhood Association" (hereby referred to as WWPNA), "Lincoln/Broadway Corridor Registered Neighborhood Organization" (hereby referred to as L/BCRNO), and "Baker Historic Neighborhood Association" (hereby referred to as BHNA), and , whose boundaries include the subject properties of 595 & 589 S Lincoln Street, 35 E Center Ave and collectively known as "595 S Lincoln". The properties are owned by Lincoln/Glenarm L.P. and owned by Colorado Coalition for the Homeless ("CCH") and hereby referred to as the "Owner".

WWPNA, L/BCRNO and BHNA jointly write this position letter to **express our conditional support** for rezoning case #2024i-00170 in which the existing properties at 595 & 589 S Lincoln Street, 35 E Center Ave. would be rezoned from U-TU-B2, UO-3 to U-RH-3A. **This approval is contingent on the acceptance of a Community Benefits Agreement (hereby referred to as a "CBA") with the Owner. Each RNO has informed its members of our intent to reach a CBA.** All parties listed are in talks and conversation regarding the content of the CBA but at this time, an agreement has not been made on the items that will be included in the CBA.

Background: The RNO's were first made aware of the rezoning through a query from L/BCRNO to the Owner via outreach upon the neighborhood's notice of the closure and abandonment of the existing homes. A relationship was formed and additional discussions began on the future of the buildings. The Owner has presented to the RNO's an update and vision for the redevelopment of the property as early as September 18th, 2024. A public zoning meeting was held and hosted by L/BCRNO on December 16th, 2024 to answer follow-up questions. **The Owner in good faith has agreed to pursue conversations regarding the Community Benefit Agreement as a way to partner with the Owner and the community in which the RNOs represent.**

Agreements: Beginning in January 2024, the RNOs have collectively engaged with the owners in a good faith negotiation toward a CBA and the Owner. These discussions are in very early stages and all RNO's believe that we will come to an agreement with the owners. When a final CBA is accepted, we will expeditiously forward it to Denver city staff for review. A CBA is important to the organizations due to the outpouring of comments, questions and concerns received regarding the potential property from the neighbors within the community. This letter outlines the intent and terms of the CBA in the section labeled "Outline of Material Terms".

The proposal from the neighborhood RNO's consist of the below and these have not been approved or confirmed to be in agreement with the Owner at this time.

Outline of Material term: The CBA will cover land use concepts and the development of the subject properties, as well as creating a relationship and communication between the parties. The Community Benefits Agreement shall also include terms and outline conditions for the covenants as well as processes and schedules for the creation of a Neighborhood Advisory Committee.

Affordable Housing Commitments

The Owner shall provide income-restricted housing units as specified in Article 3, ensuring long-term affordability for households at or below 80% of the Area Median Income ("AMI").

- A. At least 60-70% of the residential units within the "Project Property" shall remain income-restricted.
- B. A maximum of 30-40% of units may be market-rate to ensure financial feasibility.
- C. No less than 20-25% of units shall be income-restricted to households earning no more than 80% of the "Area Median Income (AMI)", ensuring accessibility for moderate-income and workforce housing.
- D. No less than 20-25% of units shall be income-restricted to households earning no more than 60% of "AMI", ensuring eligibility for Low-Income Housing Tax Credits (LIHTC) and other public funding sources.
- E. No less than 10-15% of units shall be income-restricted to households earning no more than 50% of "AMI" or below, providing deeper affordability for households with the greatest need.

If the "Property" is transferred or sold, all "Affordable Housing" units shall remain income-restricted for a minimum of ninety-nine (99) years, with an automatic renewal of affordability restrictions upon any subsequent property transfer unless an affordability review determines infeasibility.

Property Management, Maintenance and Security

- F. The Owner shall maintain the exterior of the "Project Property" in strict accordance with applicable municipal codes, best practices in urban design, and industry standards for structural longevity, aesthetic integration, and public welfare. The Owner shall ensure that:
- G. The building envelope, including façades, fenestration, roofing, and structural components, remains in optimal condition to preclude deterioration or hazardous conditions.
- H. All dead or dying landscaping must be replanted within one month and maintain a healthy landscape plan. No artificial grass shall be used as a part of the landscaping plan for the Project.
- I. Owner shall make every reasonable effort to maintain the interior of the property from infestations, including taking proactive measures to ensure that residents live in vermin or bug free conditions.
- J. Graffiti removal shall occur within seventy-two (72) hours of identification or notification unless delayed by municipal remediation processes.
- K. Controlled ingress and egress through secure access points with electronic monitoring.
- L. Surveillance infrastructure, including high-resolution security cameras, at all primary entryways and communal areas, with real-time monitoring capacity.
- M. The Owner shall respond to all reasonable inquiries within ten (10) business days.
- N. All reported issues relating to deferred maintenance, trash issues, graffiti, and resident sanitary issues such as vermin, bed bugs, or other infestations and make every reasonable effort to address the issue within (28) twenty-eight business days.

Neighborhood Advisory Committee.

A Neighborhood Advisory Committee will be established of Neighborhood RNO appointed zoning chairs and/or board members and/or RNO's members who may be appointed from time to time ("Neighborhood Stakeholders") upon approval of the rezoning pursuant to the Rezoning Application. The Owner agrees to work with the Neighborhood Advisory Committee.

Demolition of the building.

- A. If the proposed rezoning for this property is approved by City and County of Denver City Council, the Owner shall demolish all existing structures on site within a specified time of rezoning approval.
- B. Once demolished, Owner shall make reasonable efforts to maintain the property such as keeping the site litter free and secure.
- C. Owner shall ensure that the site has sufficient erosion control measures and grading in place to mitigate potential runoff issues onto adjacent properties.
- D. If the project does not move forward within one year of the demolition of the buildings and the project will not be constructed within an additional (2) years of the demolition date, the Owner must convert the land into a community space available and open for the neighborhood's use. Native grasses must be installed.

Architectural Design Impacts.

The Broadway and Lincoln area was developed in the 1870's and had a peak time of growth in the early 1900's. The neighborhood in which the Property is located holds deep historical significance for the development and character of the neighborhood. The distinctive brick facades and storefronts on Broadway, and the historical character of the houses is an integral part of the neighborhood's identity and serve as key considerations for the proposed new construction.

The project is removing two homes on Lincoln Street that contain architectural styles of historic significance of the area and would be contributing structures to any future historic district; it is important to the neighborhood that any new structures maintain the historic look of Lincoln Street and Broadway. The building must be architecturally designed to be representative of the historic finishes, architectural styles, height, materials and typical architectural details (e.g., historic style frontages and prominent front stoops) as seen within the surrounding neighborhood.

The following design requests go beyond aesthetics-they are essential to preserving the architectural character and historical charm that make this neighborhood unique. Residents and commuters have long appreciated the area's rich history, and a thoughtful design approach to the building will ensure that new development both respects and enhances our neighborhood. In addition to a conscious design focused on integrating into the neighborhood the following must be followed:

- A. The architectural design, building setbacks, height, and frontage must align with the prevailing streetscape to promote neighborhood continuity within the Lincoln/Broadway Corridor.
- B. The architectural design and use of materials must integrate historically inspired materials, façade treatments, and detailing. High-quality and durable exterior materials, such as masonry, brick, or comparable alternatives, are utilized to maintain long-term aesthetic integrity.
- C. Long-term building maintenance shall be considered in material selection; EIFS exteriors and excessive caulked seams shall be prohibited due to their propensity to degrade quickly over time.
- D. Architectural finishes shall not include blocks of primary or secondary colors or modern materials with heavy decorative patterns. A neutral palette consistent with adjacent buildings shall be maintained.

- E. The building shall make every effort to include a front porch facing Lincoln Street.
- F. A clearly defined entryway with architectural features that reflect the surrounding residential context including: Front porches, stoops, or similar elements that align with adjacent residential properties to create a welcoming streetscape.
- G. All vehicular access to the property and parking spaces must occur from the alley between Lincoln Street and Broadway.
- H. All designated smoking sections must be located away from the residences at 581 S Lincoln.
- I. Subject to City requirements, at all sidewalks, the amenity space will consist of landscaped, hardscaped or other decorative styles of safety barriers on Lincoln Street for pedestrians on the sidewalks and the maximum allowable street tree shall be planted and maintained.

Mechanical Equipment and Lighting

- J. Shielded and downward-facing exterior lighting fixtures to prevent light trespass onto neighboring properties. Lighting temperature shall not exceed 3000K to maintain a warm, neighborhood-compatible ambiance.
- K. Rear lighting shall use motion-activated or dimmable fixtures to reduce continuous illumination.
- L. Screening of all rooftop or ground-level mechanical equipment to reduce noise and visual obtrusiveness. Sound dampening measures shall be considered as necessary to ensure minimal disruption to neighbors.

Streetscape Integration

- A. Subject to City requirements, on all sidewalks, the amenity space will consist of landscaped, and decorative styles of safety barriers on Lincoln Street for pedestrians on the sidewalks.
- B. Landscaping and street tree plantings in accordance with City requirements and the “Neighborhood Stakeholders” consensus recommendations, including:
- C. Installation of at least three (3) drought-tolerant street trees along Center Avenue.
- D. Incorporation of native and pollinator-friendly plants in landscaped areas.
- E. Maintenance of living landscapes, with replacement of permanently dead or non-regenerating plantings within a reasonable timeframe. Seasonal dieback of perennials, pollinator-supportive plants, and other ecologically beneficial vegetation may remain in place to support habitat and biodiversity.
- F. Prohibition of artificial turf.

Communications

- A. The Owner shall designate a primary point of contact responsible for receiving and responding to inquiries from the “Neighborhood Stakeholders” related to property management, security, and maintenance. Any change to this designated point of contact shall be communicated in writing to the “Neighborhood Stakeholders” within ten (10) business days of such change.

Good Neighbor Construction Practices.

The Owner acknowledges that the size of the Project will require the implementation of certain construction regulations in order to decrease the negative impact of such construction on the neighborhood.

WWPNA, L/BCRNO, and BHNA, are working diligently, cooperatively, and respectfully with the owner on these agreements and are available to meet with City representatives to address any questions or concerns. Please utilize this letter as record for the contingent support of the rezoning application and distribute to the appropriate agencies.

Best regards,

For West Washington Park Neighborhood Association
Jonathan Edwards - President - Signed Digitally

for Lincoln/Broadway Corridor Registered Neighborhood Organization
Robert Fouhy - President - Signed Digitally

for Baker Historic Neighborhood Association
Beth Fluto - President - Signed Digitally

Cc: Max Lubarsky
Colorado Coalition for the Homeless
211 Champa Street, Denver CO. 80205

Cc: Councilwoman Flor Alvidrez, Luke Johnson, President, Broadway Merchants Association

**CITY AND COUNTY OF DENVER, COLORADO
REGISTERED NEIGHBORHOOD ORGANIZATION
POSITION STATEMENT**

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Application Number	
Location	
Registered Neighborhood Organization Name	
Registered Contact Name	
Contact Address	
Contact E-Mail Address	
Date Submitted	

As required by DRMC § 12-96, a meeting of the above-referenced Registered Neighborhood Organization

was held on , with members in attendance.

With a total of members voting,

voted to support (or to not oppose) the application;

voted to oppose the application; and

voted to abstain on the issue.

It is therefore resolved, with a total of members voting in aggregate:

The position of the above-referenced Registered Neighborhood Organization is that Denver City Council

Application # .

Comments:

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Planning Board Comments



Submitted on	19 March 2025, 2:54PM
Receipt number	829
Related form version	3

Your information

Name	Charles Reed
Address or neighborhood	570 South Broadway
ZIP code	80209
Email	CReed_1@comcast.net

Agenda item you are commenting on

Rezoning

Rezoning

Address of rezoning	595 & 589 S. Lincoln Street ad 35 E Center
Case number	20241-00170

Draft plan

Plan area or neighborhood

Proposed text amendment

Project name

Historic district application

Name of proposed historic district

Comprehensive Sign Plan

Address of comprehensive sign plan

Case number

DURA Renewal Plan

Address of renewal project

Name of project

Other

Name of project your would like to comment on

Submit your comments

Would you like to express support or opposition to the project?

Neutral

Your comment:

How many row houses are planned? Will these row houses be rented to low income families and individuals? Where will the occupants of the row houses park - in the alley, or underneath the row houses? What plans are being made to handle trash and trash removal? Prior occupants of these three addresses let trash pile up in the back yards, driveways and blow into the alley. Thank you

If you have an additional document or image that you would like to add to your comment, you may upload it below. Files may not be larger than 5MB.



May 12th, 2025

re: Agreement regarding properties at 595 S. Lincoln/35 E. Lincoln & 589 S. Lincoln between the Neighborhood Stakeholders of “Baker Historic Neighborhood Association” (BHNA), “Lincoln/Broadway Corridor Registered Neighborhood Organization” (L/BCRNO) and “West Washington Park Neighborhood Association” WWPNA).

Lincoln/Glenarm L.P., and its successors and assigns,

On behalf of the Neighborhood Stakeholders, we want to first express gratitude for all parties working cooperatively and respectfully in the development of the Agreement and during the duration of the Agreement. It is with this process that the Neighborhood Stakeholders hope to develop a long and prosperous relationship with all current and future successors of the ownership and management of the building.

As part of the negotiations and discussions, representatives of Lincoln/Glenarm L.P., have expressed that the neighborhood can send a list of wishes and requests for the building that were unable to be codified formally within the Agreement. The following requests go beyond aesthetics and the Neighborhood Stakeholders feel that they are essential to preserving the architectural character and historical charm that make this neighborhood unique. Residents and commuters have long appreciated the area’s rich history, and a thoughtful design approach to the building will ensure that the new development both respects and enhances our neighborhood.

The Neighborhood Stakeholders would like to respectfully submit the list below, their wishes and requests for the architectural design of the building:

Architectural Considerations

- Align the building setbacks, height, and frontage with the prevailing streetscape to promote neighborhood continuity within the Lincoln/Broadway Corridor.
- The neighborhood encourages the architect to include a front street facing porch that aligns with the character of the neighborhood and also encourages interactions between neighbors.
- Integrate historically inspired materials, façade treatments, and detailing and avoid primary or secondary color palettes.
- The use of high-quality and durable exterior materials, such as masonry, brick, or comparable alternatives, are utilized to maintain long-term aesthetic integrity.
- Consider long-term building maintenance in the material selection. There is a high amount of carbon and dust that gets attached to our buildings and materials such as EIFS panels will capture that carbon, and it will build up over time and streak. This will cause the building to need to be

cleaned more regularly and the costs will increase. The neighborhood requests that any EIFS materials be limited to facades away from S Lincoln Street and the street corner at Center Ave.

- Avoid excessively caulked seams due to their propensity to degrade quickly over time.
- All designated smoking sections must be located away from the residences at 581 S Lincoln.
- Subject to City requirements, at all sidewalks, the amenity space will consist of landscaped, hardscaped or other decorative styles of safety barriers on Lincoln Street for pedestrians on the sidewalks and the maximum allowable street tree shall be planted and maintained.

Mechanical Equipment and Lighting

- Please provide shielded and downward-facing exterior lighting fixtures to prevent light trespass onto neighboring properties.
- For all alley lighting please provide motion-activated lighting to reduce continuous illumination.
- The neighborhood requests that any rooftop or ground-level mechanical equipment is screened to reduce noise and visual obtrusiveness. Sound dampening measures shall be considered necessary to ensure minimal disruption to neighbors.

Streetscape Integration

- The neighborhood would like at least three (3) drought-tolerant street trees along East Center Avenue, and where possible, two (2) drought-tolerant trees between the sidewalk and the Project Property.
- The neighborhood would like native and pollinator friendly landscapes planted throughout the property in lieu of hardscape rocks and boulders to elevate the overall look and feel of the street.

BIINA, L/BCRNO, and WWPNA are thankful for your consideration of the design elements and requests in the attached and look forward to the collaborative nature of the Neighborhood Advisory Committee.

Best regards,

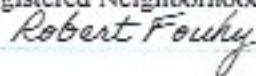
For Baker Historic Neighborhood Association

Beth Fluto - President - Signed



For Lincoln/Broadway Corridor Registered Neighborhood Organization

Robert Fouhy - President - Signed



For West Washington Park Neighborhood Association

Jonathan Edwards - President - Signed





Dear City Council Members,

The Baker Historic Neighborhood Association (BHNA), the Lincoln/Broadway Corridor Registered Neighborhood Organization (L/BCRNO), and the West Wash Park Neighborhood Association (WWPNA) present this letter in support of the proposed rezoning of 595 South Lincoln Street/35 East Center Ave and 589 South Lincoln Street, Denver, CO. 80209 from U-TU-B2 to U- RH-3A to build an affordable housing apartment building.

BHNA, L/BCRNO, and WWPNA want to affirm the importance of affordable housing in our neighborhoods, and we look forward to welcoming the residents of these developments into our communities. BHNA, L/BCRNO and WWPNA have collaboratively participated in the development of an Agreement with the Colorado Coalition for the Homeless (CCH), attached, regarding this rezoning. It is with this Agreement in place that the Registered Neighborhood Organizations of BHNA, L/BCRNO and WWPNA offer our support of this rezoning.

The Agreement was approved by Baker Historic Neighborhood Association (BHNA) Zoning Committee by motion dated April 23rd, 2025, and the subsequent review of the document by BHNA Board on April 30th, 2025.

The Agreement was approved by Lincoln / Broadway Corridor Registered Neighborhood Organization (L/BCRNO) and as approved by the L/BCRNO Board dated on March 23rd, 2025, and the subsequent review of the document per the motion and approval of the L/BCRNO Board on April 16th, 2025.

The Agreement was approved by West Washington Park Neighborhood Association (WWPNA) and as approved by the WWPNA Zoning Committee by motion dated March 23rd, 2025 and the subsequent review of the document per the motion and approval of the WWPNA Board Members on May 1st, 2025.

Sincerely,

Beth Fluto - President of Baker Neighborhood Historic Association

Robert Fouhy - President of Lincoln/Broadway Corridor Register Neighborhood Organization

Jonathan Edwards - President of West Wash Park Neighborhood Association

Agreement
By and Between

LINCOLN GLENARM, L.P.,
a Colorado limited partnership, its successors and assigns,

And
BAKER HISTORIC NEIGHBORHOOD ASSOCIATION (BHNA),
a registered neighborhood organization in the City and County of Denver, Colorado,

And
LINCOLN / BROADWAY CORRIDOR REGISTERED NEIGHBORHOOD ORGANIZATION (L/BCRNO),
a registered neighborhood organization in the City and County of Denver, Colorado,

And
WEST WASHINGTON PARK NEIGHBORHOOD ASSOCIATION (WWPNA),
a registered neighborhood organization in the City and County of Denver, Colorado.

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THIS AGREEMENT (further referred to as the “*Agreement*”) is made as of _____ (the “*Effective Date*”) between Lincoln Glenarm L.P., and its successors and assigns, (collectively, “*Owner*”), relating to the real estate located at **595 South Lincoln Street/35 East Center Ave and 589 South Lincoln Street, Denver, CO. 80209 identified by Parcel Numbers 05151-24-011-000, 05151-24-012-000** collectively known as the “*Project Property*” and the “*Baker Historic Neighborhood Association (BHNA)*”, “*Lincoln/Broadway Corridor Registered Neighborhood Organization (L/BCRNO)*”, and “*West Washington Park Neighborhood Association (WWPNA)*”, collectively referred to as the “*Neighborhood Stakeholders*”. Together, the Owner and Neighborhood Stakeholders are referred to as the “*Parties*”.

“*Owner*” in this Agreement refers to the legal titleholder of the Project Property and extends to any future owners, successors, or assigns who acquire any ownership interest in the Project Property. All obligations contained in the Agreement shall be binding on the Owner and any future owners, their successors, and assigns unless otherwise expressly modified in writing by the Parties to this Agreement.

- (a) Lincoln Glenarm L.P., (The “*Owner*”) wholly owns 595 South Lincoln Street and 35 East Center Avenue Parcel #05151-24-011-000 Lot 25 and the South 1/2 of Lot 26, Block 1, EXPOSITION ADDITION, a parcel of real property that contains one house and one accessory dwelling unit in the City and County of Denver, State of Colorado, currently zoned U-TU-B2, containing in total approximately 4690 +/- SF of land area located near the southwest corner of Lincoln Street and E. Center Ave.
- (b) Lincoln Glenarm L.P., (The “*Owner*”) wholly owns 589 South Lincoln Street, Parcel# 05151-24-012-000 Lot 27 and the North 1/2 of Lot 26, Block 1, EXPOSITION ADDITION, a parcel of real property that contains one house in the City and County of Denver, State of Colorado, currently zoned U-TU-B2-UO-3 containing in total approximately 4,690 +/- SF of land area located near the southwest corner of Lincoln Street and East Center Avenue.
- (c) The Owner has expressed its intent to jointly develop the 595 South Lincoln Street, 589 South Lincoln Street and the 35 East Center Avenue Property comprising of +/- 9,375 SF combined (collectively, the “*Project Property*”) as an affordable apartment building (the “*Project*”) and, to that end, Owner has filed an application number #2024i-00170 accepted on March 19th, 2025 (the “*Rezoning Application*”) for rezoning of the Project Property to a new Denver zoning classification known as the U-RH-3A classification. The Owner intends to consolidate each of the Properties comprising the Project Property into one lot for redevelopment as set forth in the Rezoning Application.

The “*Neighborhood Stakeholders*” are all “*Registered Neighborhood Organizations*” formed as Colorado non-profit corporations and registered under Sections 12-91 through 12-98 of the Denver Municipal Code (the “*Code*”) in effect as of the date of this Agreement which is defined in Section 12-92 of the Code to mean "a voluntary group of individual residents and owners of real property, including businesses, within a certain prescribed area of the city, and/or a coalition of such groups formed for the purpose of collectively addressing issues and interest common to and widely perceived throughout the area" (each, an “*RNO*”). Their boundaries include the Project Property:

- *Baker Historic Neighborhood Association (BHNA)* is an RNO whose boundaries are Lincoln Street west to the Platte River and 6th Avenue south to Mississippi Avenue, Denver, Colorado.
- *Lincoln / Broadway Corridor Registered Neighborhood Organization (L/BCRNO)* is an RNO whose boundaries are 6th Avenue south to I-25, both sides of Lincoln Street west to Acoma Street, Denver, Colorado.

- *West Washington Park Neighborhood Association (WWPNA)* is an RNO whose boundaries are Cherry Creek south to I-25 and Downing Street west to Broadway, Denver, Colorado.

If in the future the City of Denver revises the organization names of the term Registered Neighborhood Organization, then the new term as defined by the City of Denver will be considered the same in context, formality, and relation to the names provided for the RNOs given within this Agreement.

The Owner and the Neighborhood Stakeholders now desire to set forth the agreements with respect to the Project Property and the Project reached with and for the community benefit of the Neighborhood Stakeholders and the neighborhoods that they represent.

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

Article 1: Neighborhood Stakeholders Support

Neighborhood Stakeholders shall officially support and endorse the Owner's rezoning efforts with the Denver City Council, by drafting and delivering a formal letter to the Denver City Council and testifying in support of the rezoning of the Project Property to be a U-RH-3A Zone District at the Denver City Council public hearing on May 12th, 2025 or on any later date if such hearing is rescheduled (the "*Rezoning*").

Neighborhood Stakeholders further agree that, so long as the Owner has not been reasonably alleged by Neighborhood Stakeholders to be in Default (beyond any applicable notice and cure period) of the terms and conditions of this Agreement as of the applicable date, Neighborhood Stakeholders will not oppose the Project or any subsequent Development Documents, including without limitation by filing any appeal thereto. Should any Neighborhood Stakeholder take any action in contravention of the foregoing, each of the Neighborhood Stakeholders agrees that the Owner may pursue all remedies available to the Owner under this Agreement.

Article 2: Neighborhood Stakeholders Boards' Participation

The Owner acknowledges that Neighborhood Stakeholders are non-profit organizations with volunteer Boards and committees. Notwithstanding such letters of support, the Owner acknowledges that there may be members or non-members of Neighborhood Stakeholders who may take individual actions inconsistent with the supportive actions of Neighborhood Stakeholders or their respective Boards or committees.

The Owner agrees to hold harmless the individual members of the Board, the committees or the general membership acting in concert (whether serving prior to or as of the date of this Agreement or in the future) in their individual capacity for any loss, expenses, damages or harm accruing to the Owner and resulting out of this Agreement or from and against any actions by or through Neighborhood Stakeholders (acting through or under their respective Boards or committees) in the negotiation, adoption, implementation and enforcement of this Agreement or in processing any changes hereto or in the implementation of the obligations hereunder. Neighborhood Stakeholders' right to be held harmless shall not apply in instances of willful misconduct, recklessness, or gross negligence. Neighborhood stakeholders' right to be held harmless is further conditioned on timely written notice to Owner of any potential claims, and Owner's right to sole control of the defense to any such claims.

Article 3: Affordable Housing

Parties acknowledge Owner has voluntarily committed to an Affordable Housing Plan (“AHP”) with the City and County of Denver. The AHP shall be in effect upon the enactment of the proposed rezoning and requires:

- (a) At least 20% of the units on-site shall be income-restricted to households earning no more than 70% AMI
- (b) No ‘fee-in-lieu’ option or any other mechanism may be pursued to reduce or eliminate affordability on-site
- (c) The period of affordability to be no less than ninety-nine (99) years and shall ‘run with the land’ and survive any changes in ownership

The owner represents and acknowledges its intention to provide more affordable units on-site, subject to federal, state and local funding commitments, and agrees to inform Neighborhood Stakeholders of such future commitments. Notwithstanding the foregoing, nothing in this Agreement shall be construed to further restrict or limit the affordability beyond the AHP.

Article 4: Demolition of Structures

The owner acknowledges its intent to demolish existing structures and hold the land vacant until such a time that redevelopment can occur. While the land is held vacant, Owner will comply with all local ordinances and requirements of Code.

Article 5: Neighborhood Participation

As a part of development of the project and the continuation of the community building with the Owner, Owner agrees to ongoing neighborhood communication which includes the following:

- (a) **Neighborhood Advisory Committee:** A “*Neighborhood Advisory Committee*” (NAC), will be established upon approval of the rezoning pursuant to the Rezoning Application to facilitate communication between the Owner and the Neighborhood Stakeholders. The NAC will be composed of representatives from the membership of Neighborhood Stakeholders designated by Neighborhood Stakeholders to serve on the committee
- (b) **Meetings:** Owner agrees to meet once during each Design Phase (Concept, Schematic and Design), with the NAC during each of the typical design and construction review processes as defined by the American Institute of Architects (AIA). (“*Design Review Stages*”) to present and discuss design development and submittals to the City.
- (c) **Meeting Management:** The Owner or their respective consultant agrees to manage the meeting schedules and agendas.
- (d) **Participation Responsibility:** The Neighborhood Stakeholders are fully responsible for participating in a timely manner.
- (e) **Stakeholder Feedback:** After the presentation from the Owner, the NAC will share updates with the Neighborhood Stakeholders to solicit feedback. The NAC will provide written feedback (if any) within (14) days to the owner. The Owner will take any feedback from the Neighborhood Stakeholders under advisement.
- (f) **Consideration of Feedback:** Owner shall consider the feedback received, modification to the design elements or request from the NAC at its sole discretion, and nothing herein shall restrict Owner from proceeding with design development, site plan process, construction, or any other development-related activities.

- (g) **Construction Contact:** Before the commencement of construction activities on the Project a construction point of contact shall be designated by the Owner and posted on construction signage to address concerns raised during construction of the Project.
- (h) **Construction Responsibilities:** The Owner and its contractors shall adhere to the City of Denver’s Basic Construction Rules, and any additional guidelines established by local authorities to mitigate construction-related activities.

Article 6: Architectural Considerations

The Broadway and Lincoln Street area was originally developed in the 1870s, with significant growth occurring in the early 1900s, contributing to the neighborhood’s distinct historical character. The neighborhood surrounding the Project Property holds historical significance to the Neighborhood Stakeholders, characterized by brick facades, traditional storefronts along Broadway, and architecturally distinct homes that define the neighborhood identity. Maintaining the historic character of Lincoln Street and Broadway is a key priority for the neighborhood, ensuring that any new construction harmonizes with the existing architectural fabric and materiality. Lincoln Street is one of the “Gateways” into Denver, and this property is situated on a prime corner lot that is prominently positioned in the neighborhood. Due to this importance, the Neighborhood Stakeholders request that the Owner strive to create an architectural design that is consistent with the character and aesthetics of the surrounding neighborhood while meeting applicable zoning and building code requirements. The NAC will provide architectural desires at the meetings referenced in Article 5. The Neighborhood Stakeholders may also provide such information to the Owner in writing at any time in advance of such meetings for the consideration of the Owner to incorporate into the building and site design. Further, Neighborhood Stakeholders shall be prohibited from making any claims of Default for Owner’s design decisions.

Article 7: Communication

The Owner shall undertake reasonable and good faith efforts to maintain transparent and open communication with the Neighborhood Stakeholders regarding the development and ongoing operations of the Property.

- (a) A designated contact must be assigned from the Owner and shall serve as the primary recipient for inquiries or concerns submitted by the Neighborhood Stakeholders. The Owner shall respond to such written and reasonable inquiries within ten (10) days of receipt. Any changes to this designated contact must be sent to the Neighborhood Stakeholders.
- (b) The Owner and Neighborhood Stakeholders are encouraged to collaborate on mutually beneficial community initiatives, including but not limited to neighborhood safety programs, community enhancement projects, or public outreach efforts, as appropriate.

Article 8: Management, Safety and Security

If the property is developed as a multifamily rental property, prior to any tenants moving into the Project, the Owner shall contract with a professional, licensed property manager, (“*Property Manager*”) of its choosing, which may be an affiliate of the Owner, to perform property management services at the Project. The Owner shall cause the Property Manager to oversee and manage the maintenance, security, and upkeep of the Project. The Property Manager shall be required to provide a designated contact and communication pursuant to Article 7 above.

Article 9: Burden and Benefit.

Owner hereby declares its respective understanding and intent that the burden of the conditions and agreements set forth herein touch and concern the land in that Owner's legal interest in the Project Property, as applicable, and the Project Property is burdened by the provisions of this Agreement for the term hereof as provided in Article 10.

Article 10: Effective Date and Binding Nature of Agreement.

- (a) This Agreement and all and each of the provisions hereof shall become a fully enforceable contract and fully effective upon the execution of this Agreement by all Parties hereto and shall remain in full force and effect until this Agreement expires or is otherwise terminated. Owner agrees that the obligations set forth herein shall be binding as of the Effective Date.
- (b) Owner agrees that, if the Owner transfers the Project Property or any portion thereof, such transfer shall be subject to the provisions of this Agreement and any Purchaser shall be required to expressly assume the obligations of the Owner set forth herein, except as expressly contemplated by Article 10. Owner acknowledges that if Owner's intentions to obtain Low Income Housing Tax Credits takes place, a transfer of ownership to an entity related to Owner is likely, and such a new entity would constitute as Purchaser and would be subject to this provision.
- (c) Owner shall give Notice to Neighborhood Stakeholders within fifteen (15) days of entering into an agreement to sell or transfer the Property, or any portion thereof (a "Purchase and Sale Agreement" or "PSA").

Notwithstanding the foregoing, a transfer shall not mean a foreclosure or transfer in lieu of foreclosure.

Article 11: Termination or Amendment of Agreement. Termination.

This Agreement shall be terminated or amended upon the occurrence of any of the following:

- (a) If Rezoning is not approved by City Council, this Agreement shall automatically terminate.
- (b) If construction of the Project has not been initiated or financed on or after the date that is fifteen (15) years following the Effective Date, the Owner may terminate this Agreement by a written agreement of at least two-thirds ($\frac{2}{3}$) of the Neighborhood Stakeholders recognizing that the Project will not be able to be built as set forth in the Agreement and the Parties must be allowed to terminate this Agreement.
- (c) If construction of the Project has been completed, and a Certificate of Occupancy issued by the applicable City building department, then on the date that is five (5) years following the issuance of a Certificate of Occupancy for the Project Property, then the foregoing provisions are acknowledged by the Neighborhood Stakeholders to be self-operative, and this Agreement shall automatically terminate. No further instrument from any Party shall be required by the Owner to effectuate such termination.
- (d) If the conditions are met from Article 11 then the Neighborhood Stakeholders shall, upon request, execute and deliver any documents necessary to confirm or evidence the termination or amendment of this Agreement, as determined by the Owner.

Article 12: Notice of Default; Enforcement.

(a) Default.

If the Owner defaults in the performance or observance of any agreement or obligation of the Owner set forth in this Agreement, then written Notice thereof shall be given to the Owner by the Neighborhood Stakeholders acting individually or in concert. For purposes of the enforcement of

this Agreement, the Neighborhood Stakeholders shall be required to identify the specific facts that the Neighborhood Stakeholders assert constitutes a default by the Owner under this Agreement and the Neighborhood Stakeholders shall confirm such assertion by and through the Boards for or on behalf of the Neighborhood Stakeholders (following a formal vote of the Board or general membership in accordance with the respective organizational bylaws or adopted processes).

Notwithstanding anything herein to the contrary, nothing herein shall give any individual member of the Neighborhood Stakeholders or any individual property owner or resident within the Neighborhood Stakeholders any right to enforce the provisions hereof, it being the intent that only an action by and through the Board of the Neighborhood Stakeholders has the right to take action under this Agreement.

(b) Good Faith Resolution Efforts and Cure Period.

The Parties shall make good faith efforts to resolve any disputes arising from this Agreement through direct negotiation before pursuing formal dispute resolution mechanisms.

Upon receipt of Notice of Default, Owner shall be provided thirty (30) days to cure, repair, or resolve any such alleged default (the “*Cure Period*”).

(c) Mediation Requirement.

If a dispute remains unresolved following good faith negotiations, and only after the Cure Period has expired with no resolution, Neighborhood Stakeholders shall submit a request to the Owner that the matter be submitted to non-binding mediation prior to pursuing Arbitration. Mediation shall be limited to one (1) instance every twelve (12) months (the “*Annual Mediation Cap*”) and Owner shall bear the expense for such Mediation. Requests for Mediation exceeding the Annual Mediation Cap may be submitted to Owner for consideration by Owner, who may elect to engage in additional mediation at Owner's discretion. If Owner does not agree to additional mediation requests beyond the Annual Mediation Cap, the dispute may be submitted for resolution pursuant to Arbitration Option. In the event of mediation, the Parties shall mutually agree upon a qualified mediator with experience in land use, real estate, or community benefits agreements. If mediation is not required by or chosen by the Owner, or if mediation does not result in a resolution, the Neighborhood Stakeholders may elect to proceed to Arbitration Option, subject to the provisions below.

(d) Arbitration Option.

If mediation fails to resolve a dispute, or if the Owner fails to proceed with mitigation as outlined above, then the Parties shall submit the matter to binding arbitration as an alternative to litigation. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association (AAA) or another mutually agreed-upon arbitration service. The arbitrator shall have experience in community benefits agreements, real estate law, or municipal land use regulation. The costs of arbitration shall be paid for by the Party deemed substantially responsible for Default as a result of arbitration. The arbitrator's decision shall be final and binding upon the Parties and enforceable in any court of competent jurisdiction.

Notices.

Notices required under this Agreement must be in writing and delivered either by personal delivery, certified or registered mail (postage prepaid, return receipt requested) to the addresses specified below for each party, or to such other addresses as the parties may provide in writing, or by email, provided the email is confirmed as received.

If to Owner: Lincoln Glenarm L.P.,
2111 Champa Street
Denver, CO. 80205
Attn: President

With Copy to: Colorado Coalition for the Homeless
2111 Champa Street
Denver, CO. 80205
Attn: General Counsel

**If to BHNA,
L/BCRNO,
WWPNA** To the address of record with the Secretary of State
Attention: President of the Neighborhood Stakeholder Board of
Directors as found on the Secretary of the State website and the email
addresses on the website of the Department of Community Planning and
Development for the City and County of Denver for each Neighborhood
Stakeholder.

Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes all prior or contemporaneous agreements, representations, or understandings, whether written or oral.

Counterparts and Electronic Execution

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures transmitted electronically or by facsimile shall be deemed valid and enforceable as if they were original signatures.

Authority to Execute

Each Party represents and warrants that it has the full right, power, and authority to enter into and perform its obligations under this Agreement, and that the individuals executing this Agreement on behalf of each Party are duly authorized to do so.

Execution and Signatures

The undersigned parties have executed this Agreement as of the Effective Date as written above.

OWNERS

IN WITNESS WHEREOF, Owner has duly executed this Agreement as of the date first set forth above.

Owner
Lincoln Glenarm L.P.

By: _____
Britta Fisher, President
CCH/Lincoln Glenarm Housing, Inc, its General Partner

(SIGNATURE PAGES CONTINUE ON FOLLOWING PAGES)

NEIGHBORHOOD STAKEHOLDERS

IN WITNESS WHEREOF, Owner has duly executed this Agreement as of the date first set forth above.

Baker Historic Neighborhood Association (BHNA),

By: Beth Fluto
Beth Fluto - President

President of Baker Historic Neighborhood Association (BHNA), and as approved by the BHNA Zoning Committee by motion dated April 23rd, 2025, and the subsequent review of the document by the BHNA Board on April 30th, 2025.

Lincoln/Broadway Corridor Registered Neighborhood Organization (L/BCRNO),

By: Robert Fouhy
Robert Fouhy - President

President of Lincoln / Broadway Corridor Registered Neighborhood Organization (L/BCRNO) and as approved by the L/BCRNO Board dated on March 23rd, 2025, and the subsequent review of the document per the motion and approval of the L/BCRNO Board on April 16th, 2025.

West Washington Park Neighborhood Association (WWPNA),

By: Jonathan Edwards
Jonathan Edwards - President

President of West Washington Park Neighborhood Association (WWPNA) and as approved by the WWPNA Zoning Committee by motion dated March 23rd, 2025 and the subsequent review of the document per the motion and approval of the WWPNA Board Members on May 1st, 2025.

EXHIBIT A
IMAGES OF ADJACENT PROPERTIES

581 S. Lincoln Street - Typical Cottage Style Home



599-594 S. Lincoln Street - Townhome Style Building with Stoops



601 S. Lincoln Street - The neighborhood does not want to take inspiration for this building as part of the new Property.

