



## Zone Map Amendment (Rezoning) - Application

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

REZONING REVIEW CRITERIA (ACKNOWLEDGE EACH SECTION)	
<p>General Review Criteria DZC Sec. 12.4.10.7.A</p> <p>Check box to affirm <b>and</b> include sections in the review criteria narrative attachment</p>	<p><input type="checkbox"/> <b>Consistency with Adopted Plans: The proposed official map amendment is consistent with the City's adopted plans, or the proposed rezoning is necessary to provide land for a community need that was not anticipated at the time of adoption of the City's Plan.</b></p> <p>Please provide a review criteria narrative attachment describing <b>how</b> the requested zone district is consistent with the policies and recommendations found in <b>each</b> of the adopted plans below. Each plan should have its' own subsection.</p> <p><b>1. Denver Comprehensive Plan 2040</b></p> <p>In this section of the attachment, describe <b>how</b> the proposed map amendment is consistent with <i>Denver Comprehensive Plan 2040's</i> a) equity goals, b) climate goals, and c) any other applicable goals/strategies.</p> <p><b>2. Blueprint Denver</b></p> <p>In this section of the attachment, describe <b>how</b> the proposed map amendment is consistent with: a) the neighborhood context, b) the future place type, c) the growth strategy, d) adjacent street types, e) plan policies and strategies, and f) equity concepts contained in <i>Blueprint Denver</i>.</p> <p><b>3. Neighborhood/ Small Area Plan and Other Plans (List all from pre-application meeting, if applicable):</b></p> <hr/>
<p>General Review Criteria: DZC Sec. 12.4.10.7. B &amp; C</p> <p>Check boxes to the right to affirm <b>and</b> include a section in the review criteria for Public Health, Safety and General Welfare narrative attachment.</p>	<p><input type="checkbox"/> <b>Uniformity of District Regulations and Restrictions: The proposed official map amendment results in regulations and restrictions that are uniform for each kind of building throughout each district having the same classification and bearing the same symbol or designation on the official map, but the regulations in one district may differ from those in other districts.</b></p> <p><input type="checkbox"/> <b>Public Health, Safety and General Welfare: The proposed official map amendment furthers the public health, safety, and general welfare of the City.</b></p> <p>In the review criteria narrative attachment, please provide an additional section describing <b>how</b> the requested rezoning furthers the public health, safety and general welfare of the City.</p>
<p>Review Criteria for Non-Legislative Rezoning: DZC Sec. 12.4.10.8</p> <p>For Justifying Circumstances, check box and include a section in the review criteria narrative attachment.</p> <p>For Neighborhood Context, Purpose and Intent, check box <b>and</b> include a section in the review criteria narrative attachment.</p>	<p><b>Justifying Circumstances - One of the following circumstances exists:</b></p> <p><input type="checkbox"/> The existing zoning of the land was the result of an error;</p> <p><input type="checkbox"/> The existing zoning of the land was based on a mistake of fact;</p> <p><input type="checkbox"/> The existing zoning of the land failed to take into account the constraints of development created by the natural characteristics of the land, including, but not limited to , steep slopes, floodplain, unstable soils, and inadequate drainage;</p> <p><input type="checkbox"/> Since the date of the approval of the existing Zone District, there has been a change to such a degree that the proposed rezoning is in the public interest. Such change may include:</p> <p style="padding-left: 20px;">a. Changed or changing conditions in a particular area, or in the city generally; or,</p> <p style="padding-left: 20px;">b. A City adopted plan; or</p> <p style="padding-left: 20px;">c. That the City adopted the Denver Zoning Code and the property retained Former Chapter 59 zoning.</p> <p><input type="checkbox"/> It is in the public interest to encourage a departure from the existing zoning through application of supplemental zoning regulations that are consistent with the intent and purpose of, and meet the specific criteria stated in, Article 9, Division 9.4 (overlay Zone Districts) of this Code.</p> <p>In the review criteria narrative attachment, please provide an additional section describing the selected justifying circumstance. If the changing conditions circumstance is selected, describe changes since the site was last zoned. Contact your pre-application case manager if you have questions.</p> <p><input type="checkbox"/> <b>The proposed official map amendment is consistent with the description of the applicable neighborhood context, and with the stated purpose and intent of the proposed Zone District.</b></p> <p>In the review criteria narrative attachment, please provide a separate section describing <b>how</b> the rezoning aligns with a) the proposed district neighborhood context description, b) the general purpose statement, and c) the specific intent statement found in the Denver Zoning Code.</p>

**REQUIRED ATTACHMENTS**

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

- Legal Description of subject property(s). **Submit as a separate Microsoft Word document.** View guidelines at: <https://www.denvergov.org/content/denvergov/en/transportation-infrastructure/programs-services/right-of-way-survey/guidelines-for-land-descriptions.html>
- Proof of ownership document for each property owner signing the application, such as (a) Assessor's Record, (b) Warranty deed, or (c) Title policy or commitment dated no earlier than 60 days prior to application date. If the owner is a corporate entity, proof of authorization for an individual to sign on behalf of the organization is required. This can include board resolutions authorizing the signer, bylaws, a Statement of Authority, or other legal documents as approved by the City Attorney's Office.
- Review Criteria Narratives. See page 2 for details.

**ADDITIONAL ATTACHMENTS (IF APPLICABLE)**

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

- Written narrative explaining reason for the request** (optional)
- Outreach documentation attachment(s).** Please describe any community outreach to City Council district office(s), Registered Neighborhood Organizations (RNOs) and surrounding neighbors. If outreach was via email- please include email chain. If the outreach was conducted by telephone or meeting, please include contact date(s), names and a description of feedback received. If you have not reached out to the City Council district office, please explain why not. (optional - encouraged )
- Letters of Support.** If surrounding neighbors or community members have provided letters in support of the rezoning request, please include them with the application as an attachment (optional).
- Written Authorization to Represent Property Owner(s)** (if applicable)
- Individual Authorization to Sign on Behalf of a Corporate Entity** (e.g. if the deed of the subject property lists a corporate entity such as an LLC as the owner, this document is required.)
- Other Attachments.** Please describe below.



# REZONING GUIDE

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

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

Property Owner Name(s) (please type or print legibly)	Property Address City, State, Zip Phone Email	Property Owner Interest % of the Area of the Zone Lots to Be Rezoned	Please sign below as an indication of your consent to the above certification statement	Date	Indicate the type of ownership documentation provided: (A) Assessor's record, (B) warranty deed, (C) title policy or commitment, or (D) other as approved	Has the owner authorized a representative in writing? (YES/NO)
<b>EXAMPLE</b> John Alan Smith and Josie Q. Smith	123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov	100%	<i>John Alan Smith Josie Q. Smith</i>	01/12/20	(A)	YES
Henry Burgwyn	104 Broadway #500 Denver, CO 80203 720-638-2470	100	<i>Henry Burgwyn</i>	12/1/2022	A	YES NO
						YES NO
						YES
						YES

# 1497 N KNOX CT

<b>Owner</b>	G A O HOMES PARTNERS RLLLP 44 COOK ST STE400 DENVER, CO 80206-5828
<b>Schedule Number</b>	05052-08-025-000
<b>Legal Description</b>	L 38 TO 47 INC & S 5 FT OF L 48 BLK 3 COLFAX AVE SUB OFMAPLE GROVE SUB MAPLE GROVE SUB VAC JAVA CT ADJ
<b>Property Type</b>	RESIDENTIAL-APARTMENT
<b>Tax District</b>	DENVER

**Print Summary**

Property Description			
<b>Style:</b>	OTHER	<b>Building Sqr. Foot:</b>	9408
<b>Bedrooms:</b>		<b>Baths Full/Half:</b>	0/0
<b>Effective Year Built:</b>	1968	<b>Basement/Finish:</b>	0/0
<b>Lot Size:</b>	31,300	<b>Zoned As:</b>	G-RH-3

**Note:** Valuation zoning may be different from City's new zoning code.

Current Year				
	Actual	Assessed	Exempt	
Land		\$626,000	\$42,570	\$0
Improvements		\$752,500	\$51,170	
<b>Total</b>		<b>\$1,378,500</b>	<b>\$93,740</b>	

Prior Year				
	Actual	Assessed	Exempt	
Land		\$626,000	\$44,760	\$0
Improvements		\$752,500	\$53,800	
<b>Total</b>		<b>\$1,378,500</b>	<b>\$98,560</b>	

#2022i-00151

## Real Estates Property Taxes for current tax year

### System Upgrade Underway:

Due to a system upgrade, payment information is taking longer to update and may not reflect the current status of your account.

Mill Levy \* 74..618 \*

Please click on additional information below to check for any delinquencies on this property/schedule number and for tax sale information.

	Installment 1 (Feb 28 Feb 29 in Leap Years)	Installment 2 (Jun 15)	Full Payment (Due Apr 30)
Date Paid	4/13/2022	4/13/2022	4/13/2022
Original Tax Levy	\$3,677.18	\$3,677.18	\$7,354.36
Liens/Fees	\$0.00	\$0.00	\$0.00
Interest	\$0.00	\$0.00	\$0.00
Paid	\$3,677.18	\$3,677.18	\$7,354.36
Due	\$0.00	\$0.00	\$0.00

## Additional Information

**Note:** If "Y" is shown below, there is a special situation pertaining to this parcel. For additional information about this, click on the name to take you to an explanation.

Additional Assessment ⓘ	N	Prior Year Delinquency ⓘ	N
Additional Owner(s) ⓘ	N		
Adjustments ⓘ	N	Sewer/Storm Drainage Liens ⓘ	Y
Local Improvement Assessment ⓘ	N	Tax Lien Sale ⓘ	N
Maintenance District ⓘ	N	Treasurer's Deed ⓘ	N
Pending Local Improvement ⓘ	N		

Real estate property taxes paid for prior tax year: **\$5,652.92**

## Assessed Value for the current tax year

Assessed Land	\$44,760.00	Assessed Improvements	\$53,800.00
Exemption	\$0.00	Total Assessed Value	\$98,560.00

#2022i-00151

December 27, 2022 10:00 AM



**OPERATING AGREEMENT  
OF  
MENOLA LAND, G.A.O. HOMES, LLC**

This Operating Agreement is effective as of May 10, 2006, among **MENOLA LAND, G.A.O. HOMES, LLC** (the "Company") and the individuals or entities appearing on the signature page of this Agreement (collectively the "Members").

**Explanatory Statement**

The Company is a Colorado limited liability company which has been formed by the filing of Articles of Organization with the Colorado Secretary of State on May 10, 2006. This Agreement governs the relationship among Members of the Company and between the Company and the Members, pursuant to the Colorado Limited Liability Company Act (C.R.S. §70-80-101 et seq.) as amended from time to time (the "Act").

By this Agreement, the parties desire to provide for (i) the ownership and operation of the Company's business; (ii) the division of profit and loss from the operation of the Company's business; (iii) the management of the Company; and (iv) various other matters.

In consideration of the foregoing, the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

**ARTICLE I  
FORMATION**

1.1 Formation. The Company has been formed as a limited liability company under the Act. The Members agree to continue the Company's existence as a Colorado limited liability company in accordance with the terms of this Agreement, as amended from time to time.

1.2 Name and Place of Business. The name of the Company is Menola Land, G.A.O. Homes, LLC. The Company's principal business office shall be located at 1732 Wazee Street, Suite 205, Denver, Colorado 80202, or such other place as the Managers (as defined below) may agree from time to time.

1.3 Single Purpose Entity and Authority. The sole business purpose for which the Company is organized is (i) to serve as the general partner of G.A.O. Homes Partners, RLLLP ("GAO Partners"), the owner of the GAO Homes, a 44 unit multi-family residential property located in Denver, Colorado, and more particularly described on Exhibit A attached hereto (the "Property"); (ii) in its capacity as general partner of GAO Partners, to acquire, own, develop, manage, hold for investment, rehabilitate, sell, exchange, lease and otherwise deal with or dispose of the Property; and (iii) to engage in all other lawful activities as are reasonably necessary to carry out the foregoing purposes of the Company. The Company may sell or otherwise dispose of all or substantially all of its assets and any such sale or disposition shall be considered to be within the scope of the Company's business.



1.4 Term. The term of this Agreement shall be the same as the term of the Company. This Agreement shall be terminated upon the voluntary or involuntary dissolution of the Company.

## **ARTICLE II CAPITAL CONTRIBUTIONS**

2.1 Original Contributions. The capital contributions to the Company of each of the Members are set forth on Appendix A to this Agreement. Appendix A sets forth the percentage membership interest in the Company received by each of the Members in consideration for their capital contributions. The membership interests of the Company shall be expressed in units of ownership (“Units”). Each Member’s membership percentage shall be equal to a fraction, the numerator of which is the number of Units held by such Member and the denominator of which is the number of Units held by all Members (“Percentage Interest”). Appendix A also sets forth the number of Units held by each of the Members.

2.2 Additional Capital Contributions. The Members shall not be personally liable for any Company obligations. No additional capital requirements shall be required of any Member, except upon the unanimous consent of all Members.

2.3 Debt Financing. In lieu of requiring an additional assessment of capital to meet expenses or to finance new investments, the Company may, as determined by the Managers, arrange debt financing on such terms and conditions as the Managers deem appropriate.

2.4 Additional Units. During the term of this Agreement, additional Units may be acquired by the Members or additional investors in consideration for contributing additional capital to the Company in accordance with such terms and conditions as may be agreed by the Manager, subject to any restrictions set forth herein and the admission of the additional investors as Substituted Members of the Company in accordance with Section 15.1 below. The issuance of any Units hereunder shall be evidenced by the execution and delivery by the acquiring party to the Manager of a counterpart signature page to this Agreement.

## **ARTICLE III ALLOCATIONS OF PROFIT AND LOSS AND DISTRIBUTIONS**

3.1 General Allocation of Profit and Loss. The Company’s income, gains, losses and expenses shall be allocated among the Members in proportion to their percentage ownership of the outstanding Units of the Company as set forth and described on Appendix A hereof.

3.2 Special Allocations. Before making any allocation under Section 3.1 hereof, the Company shall comply with the Income Tax Regulations (the “Regulations”) under Section 704(b) of the Internal Revenue Code of 1986, as amended (the “Code”) including the requirements related to qualified income offsets, minimum gain charge backs (including those attributable to Member nonrecourse debt), the allocation of deductions attributable to nonrecourse debt (including Member nonrecourse debt), the allocation of expenditures not deductible under the Code (“Regulatory Allocations”) and the limitations on allocating loss to Members with no obligation to restore deficit capital accounts. All Regulatory Allocations made by the Company shall be taken into account in allocating income, gains, losses and expenses

pursuant to Section 3.1, so that, to the extent possible, the net amount of the cumulative allocations to each Member under Section 3.1 and the Regulatory Allocations, will be the same amount that would have been allocated to each Member had the Regulatory Allocations not occurred.

3.3 Distributions. The Managers, upon a Vote of the Managers, may elect to make distributions to the Company's Members in such amounts and with such frequency as the Managers deem appropriate.

3.4 Taxable Income, Gain, Loss and Deductions. Taxable income, gain, loss and deductions (and any item thereof) shall be allocated between the Members in the same manner as under Sections 3.1 and 3.2 except as otherwise required under Section 704(c) of the Code.

## **ARTICLE IV RULES RELATING TO THE MEMBERS**

4.1 Voting of Members. A Member shall be entitled to one vote for each Unit held by the Member on any matter for which Members are required to vote. A Member may vote in person or by proxy at any meeting of Members. All decisions of the Members shall be made by a fifty-one percent (51%) vote of the Units held by the Members and represented at a properly called meeting of the Members at which a quorum is present, or by unanimous written consent of the Members.

4.1.1 Units owned in the name of a corporation may be voted by such officer, agent, or proxy as the by-laws of such corporation may prescribe, or, in the absence of such provision, as the Board of Directors of such corporation may determine.

4.1.2 Units owned in the name of a deceased person, a minor ward, or an incompetent person may be voted by an administrator, executor, or a court-appointed guardian or conservator, either in person or by proxy without a transfer of such Units into the name of such administrator, executor, or court-appointed guardian or conservator. Units owned in the name of a trustee may be voted by him/her, either in person or by proxy, but no trustee shall be entitled to vote Units held by him/her without a transfer of such Units into his/her name.

4.1.3 Units owned in the name of a receiver may be voted by such receiver and Units held by or under the control of a receiver may be voted by such receiver either in person or by proxy, but no receiver shall be entitled to vote Units without a transfer thereof into the receiver's name.

4.1.4 A Member whose Units are pledged shall be entitled to vote such Membership interests until the Units have been transferred into the name of the pledgee, and thereafter, the pledgee shall be entitled to vote the Units so transferred.

4.1.5 If Units are owned in the names of two or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, tenants by the entirety, or otherwise; or if two or more persons have the same fiduciary relationship respecting the same Units, voting with respect to the Units shall have the following effect:

- (a) If only one person votes, his or her act binds all.
- (b) If two or more persons vote, the act of the majority so voting binds all.
- (c) If two or more persons vote, but the vote is evenly split on any particular matter, each faction may vote the Units in question proportionately; or any person voting the Units of a beneficiary, if any, may apply to any court of competent jurisdiction in the State of Colorado to appoint an additional person to act with the persons so voting the Units. The Units shall then be voted as determined by a majority of such persons and the person appointed by the court. If a tenancy is held in unequal interests, a majority or even split for the purpose of this subparagraph (c) shall be a majority or even split in interest.

#### 4.2 Meetings of Members.

4.2.1 Meetings of Members may be held at such time and place, either within or without the State of Colorado; as may be determined by the Managers or the person or persons calling the meeting.

4.2.2 An annual meeting of the Members shall be held at such time and place as shall be determined by a resolution of the Managers during each fiscal year of the Company.

4.2.3 A special meeting of the Members may be called by one or more Managers and by at least fifty-one percent (51%) of all Units held by Members.

4.2.4 Written notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than five (5) days nor more than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the Manager or any other person calling the meeting, to each Member of record entitled to vote at such meeting. A waiver of notice in writing, signed by the Member before, at, or after the time of the meeting stated in the notice shall be equivalent to the giving of such notice.

4.2.5 By attending a meeting, a Member waives objection to the lack of notice or defective notice unless the Member, at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting. A Member who attends a meeting also waives objection to considering at such meeting of a particular matter not within the purpose described in the notice unless the Member objects to considering the matter when such matter is presented.

4.3 Quorum and Adjournment. A majority of the Units held by Members entitled to vote shall constitute a quorum at the meeting of Members. If a quorum is not represented at any meeting of the Members, such meeting may be adjourned for a period not to exceed sixty (60) days at any one adjournment; provided, however that if the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each Member entitled to vote at the meeting.

**ARTICLE V**  
**RULES RELATING TO MANAGERS**

5.1 General Powers. Management and the conduct of the business of the Company shall be vested in the Managers. The Managers may adopt resolutions to govern their activities and the manner in which a Manager's duties to the Company shall be performed.

5.2 Qualifications of Managers. A Manager shall be a natural person eighteen (18) years of age or older or an entity appointed by the Member to serve as Manager.

5.3 Number, Election, Term.

5.3.1 The Company shall have a minimum of one Manager. The number of Managers shall be increased or decreased by the vote or consent of the Members.

5.3.2 The initial Managers shall be Christopher F. Downs and Henry K. Burgwyn, who shall hold office until the first annual meeting of Members and until their successors have been elected and qualified. Thereafter, the Managers elected by the Members shall hold office for a one-year term or until his/her successor has been elected and qualified.

5.3.3 The Managers shall be elected by a seventy-five percent (75%) vote of the Units held by the Members represented at an annual meeting or at a special meeting called for that purpose, or by unanimous consent of the Members.

5.4 Meetings and Voting.

5.4.1 Meetings of the Managers may be held at such time and place as the Managers shall determine.

5.4.2 Written notice of meetings of the Managers shall be delivered at least twenty-four (24) hours before the meeting personally, by telecopier, by email, or by mail actually delivered to the Managers within the twenty-four (24) hour period. A waiver of notice in writing, signed by the Managers before, at, or after the time of the meeting stated in the notice, shall be equivalent to the giving of such notice.

5.4.3 By attending a meeting, a Manager waives objection to the lack of notice or defective notice unless, at the beginning of the meeting, the Manager objects to the holding of the meeting or the transacting of business at the meeting.

5.4.4 A majority of the Managers entitled to vote shall constitute a quorum at the meeting of Managers.

5.4.5 All decisions of the Managers shall be made by a majority vote of the Managers at a properly called meeting of the Managers at which a quorum is present, or by unanimous written consent of the Managers.

5.4.6 Action required or permitted to be taken at a Managers' meeting may be taken without a meeting and without action of the Managers if the action is approved in writing

by all the Managers. The action shall be evidenced by one or more written consents describing the action taken, signed by all of the Managers and delivered to the Company. Any action taken by written consent shall be effective according to its terms when all consents are in the possession of the Company. An action taken under this Section 5.4.6 is effective as of the date specified in the consent. Such consent will have the effect of a vote of the Managers at a meeting.

5.4.7 The Managers may participate and hold a meeting by means of conference telephone or similar communications equipment if all Managers participating may hear and be heard, and such participation shall constitute attendance and presence in person at such meeting.

## 5.5 Duties of Managers.

5.5.1 The Managers shall have the duties and responsibilities as described in the Act, as amended from time to time.

5.5.2 The Managers, or any one of the Managers as designated by resolution of the Managers, shall execute any instruments or documents providing for the acquisition, mortgage, or disposition of the property of the Company.

5.5.3 Any debt contracted or liability incurred by the Company shall be authorized only by a resolution of the Managers, and any instruments or documents required to be executed by the Company shall be signed by the Managers or any one of the Managers as designated by resolution of the Managers.

5.5.4 The Managers may designate any one of the Managers or delegate an employee or agent to be responsible for the daily and continuing operations of the business affairs of the Company. The individuals designated shall be given such duties, responsibilities and titles as the Managers shall determine. All decisions affecting the policy and management of the Company, including the control, employment, compensation, and discharge of employees; the employment of contractors and subcontractors; and the control and operation of the premises and property, including the improvement, rental, lease, maintenance, and all other matters pertaining to the operation of the property of the business shall be made by the Managers, unless such authority is specifically delegated by resolution of the Managers. In addition, the Managers may appoint officers (including, without limitation President, Vice-President, Secretary and Treasurer) of the Company and may delegate to such officers such authority and duties as the Managers may deem advisable. Any number of titles (except President and Vice-President) may be held by the same individual. Any delegation of authority and duties to an individual pursuant to this Section may be conditioned, limited or restricted in such manner as the Managers determines, and thereafter may be modified or revoked, in whole or in part and at any time or from time to time, by the vote of the Managers, with or without cause.

5.5.5 Any Manager may draw checks upon the bank accounts of the Company and may make, deliver, accept, or endorse any commercial paper in connection with the business affairs of the Company.

5.6 Devotion to Duty. At all times during the term of a Manager, the Manager shall give reasonable time, attention, and attendance to, and use reasonable efforts in the business of

the Company; and shall, with reasonable skill and power, exert himself or herself for the joint interest, benefit and advantage of the Company; and shall truly and diligently pursue the Company objectives.

5.7 Indemnification. Managers, employees, and agents of the Company shall be entitled to be indemnified by the Company to the extent provided in the Act, as amended from time to time, and shall be entitled to the advance of expenses, including attorneys' fees, in the defense or prosecution of a claim against him/her in the capacity of Manager, employee, or agent.

5.8 Managers' Compensation and Expenses. Other than as agreed to by the Managers, no Manager shall be paid a fee for serving as a Manager; however, the Company shall reimburse each Manager for his reasonable out-of-pocket expenses incurred in the conduct of the Company's businesses, upon submission of invoices, receipts or other documentation of such expenses reasonably required by the Managers.

5.9 Resignation, Removal and Vacancy. A Manager may resign at any time by delivering written notice to the Managers and the Members. A resignation is effective when the notice is delivered, unless the notice specifies a later effective date. If a resignation is made effective at a later date, the vacancy may be appointed before the effective date, provided, however, the successor may not take office until the effective date. Any Manager may be removed, with or without cause, by a seventy-five percent (75%) vote of the Units held by the Members. Any vacancy shall be filled by the remaining Managers.

5.10 Transactions with Company and Otherwise. Any of the Managers, or any agent, servant, or employee of any of the Managers, may engage in and possess any interest in other businesses or ventures of every nature and description, independently or with other persons, whether or not directly or indirectly in competition with the business or purpose of the Company, and neither the Company nor any of the Members shall have any rights, by virtue of this Agreement or otherwise, in and to such independent ventures or the income or profits derived therefrom, or any rights, duties, or obligations in respect thereof. A Manager may lend money to, act as surety for, and transact other business with the Company and shall have the same rights and obligations with respect thereto as a person who is not a Manager of the Company, except that nothing contained in this section shall be construed to relieve a Manager from any of his or her duties to the Company.

## **ARTICLE VI BOOKS AND RECORDS**

6.1 Location of Records. The books of the Company shall be maintained at the principal office of the Company.

6.2 Access to Records and Accounting. Each Member shall at all times have access to the books and records of the Company for inspection and copying. Each Member shall also be entitled:

6.2.1 To obtain from the Manager upon reasonable demand for any purpose, such information reasonably related to the Member's membership interest in the Company.

6.2.2 To have true and full information regarding the state of the business and financial condition and any other information regarding the affairs of the Company.

6.2.3 To have a copy of the Company's federal, state, and local income tax returns for each year promptly after they are available to the Company.

6.3 Accounting Rules. The books of the Company shall be maintained on a cash basis. The fiscal year of the Company shall be the calendar year. The books shall be closed and balanced at the end of each calendar year and, if an audit is determined to be necessary by the Manager, it shall be made as of the closing date. The Manager may authorize the preparation of year-end profit-and-loss statements, balance sheet, and tax returns by a public accountant.

## **ARTICLE VII DISSOLUTION**

7.1 Causes of Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

7.1.1 At any time by unanimous agreement of the Members;

7.1.2 Upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member.

7.2 Continuation of Business. Notwithstanding a dissolution of the Company under Section 7.1, the remaining Members may elect to continue the business of the Company by the unanimous consent of the remaining Members within ninety (90) days after termination. At the election of the remaining Members, which election shall be in the sole and absolute discretion of the remaining Members, such remaining Members shall have the right and option to purchase the deceased, retired, resigned, expelled, or bankrupt Member's ("Withdrawn Member") Units. If the remaining Members elect not to purchase the Withdrawn Member's Units, any successor to the Withdrawn Member's Units shall be deemed to be the transferee of the Units and may become a Substitute Member only in accordance with Section 15.1 of this Agreement.

7.3 Purchase of Withdrawn Member's Membership Interest.

7.3.1 If the remaining Members elect to continue the business under Section 7.2 and purchase the Withdrawn Member's Units, the purchase price of the Withdrawn Member's Units shall be equal to the fair market value of the Withdrawn Member's ownership interest as of the Effective Date, plus his/her income account as of the end of the prior fiscal year, decreased by his/her share of the Company's losses, deductions, and credits computed to the Effective Date, and decreased by withdrawals such as would have been charged to his/her income account during the present year to the Effective Date. The purchase price is subject to setoff for any damages incurred as the result of the Withdrawn Member's actions, and nothing in this paragraph is intended to impair the Company's right to recover damages for the Withdrawn Member's wrongful dissolution of the Company by reason of the Withdrawn Member's expulsion or bankruptcy.

7.3.2 The Effective Date shall be the date of death of a deceased Member; the date personal notice is received, or the date the certified mail is postmarked, in the case of a retired, resigned, or expelled Member; or the date the notice is delivered to the Withdrawn Member or to the place of business of the Company, in case of bankruptcy of a Member.

7.4 Distribution of Assets If Business is Not Continued. In the event of dissolution of the Company and if the Members do not elect to or are unable to continue the business of the Company under Section 7.3, the Managers or the remaining Manager shall proceed with reasonable promptness to sell the real and personal property owned by the Company and to liquidate the business of the Company. Upon dissolution, the assets of the Company business shall be used and distributed in the following order:

7.4.1 Any liabilities and liquidating expenses of the Company will first be paid;

7.4.2 The reasonable compensation and expenses of the Manager in liquidation shall be paid;

7.4.3 The amount then remaining shall be paid to and divided among the Members in accordance with the statutory scheme for distribution and liquidation of the Company under the Act, as amended from time to time.

## **ARTICLE VIII EXPULSION OF A MEMBER**

8.1 Causes of Expulsion. A Member shall be expelled from the Company upon the occurrence of any of the following events:

8.1.1 If a Member shall violate any of the provisions of this Agreement;

8.1.2 If a Member's Units shall be subject to a charging order or tax lien, which is not dismissed or resolved to the satisfaction of the Manager of the Company within thirty (30) days after assessment or attachment.

8.2 Notice of Expulsion. Upon the occurrence of an event described in Section 8.1, written notice of expulsion shall be given to the violating Member either by serving the same by personal delivery or by mailing the same by certified mail to his/her last known place of residence, as shown on the books of the Company. Upon the receipt of personal notice, or the date of the postmark for certified mail, the violating Member shall be considered expelled, and shall have no further rights as a Member of the Company, except to receive the amounts to which he is entitled under Sections 7.3 or 7.4.

## **ARTICLE IX BANKRUPTCY OF A MEMBER**

9.1 Bankruptcy Defined. A Member shall be considered bankrupt if the Member files a petition in bankruptcy (or an involuntary petition in bankruptcy is filed against the Member and the petition is not dismissed within sixty (60) days), or makes an assignment for the benefits of creditors, or is otherwise regarded as insolvent under any Colorado insolvency act.



9.2 Effective Date for Bankruptcy. The Effective Date of a Member's bankruptcy shall be the date that the Manager, having learned of the Member's bankruptcy, give notice in writing stating that the Member is regarded as bankrupt under this Agreement, such notice to be served personally or by leaving the same at the place of business of the Company. As of the Effective Date, the bankrupt Member shall have no further rights as a Member of the Company, except to receive the amounts to which he is entitled under Section 7.3 or 7.4

## **ARTICLE X RETIREMENT OR RESIGNATION OF A MEMBER**

10.1 Right to Retire or Resign. A Member shall have the right, at any time, to retire or resign as a Member of the Company by giving three (3) months' notice to the Company at the Company's place of business.

10.2 Consequences of Retirement or Resignation If the Business Is Continued. Upon giving notice of an intention to retire or resign, the remaining Members shall have the right and option to purchase the Withdrawn Member's Units as provided in Section 7.3. If the remaining Members elect to continue the business of the Company under Section 7.2 and not purchase the Withdrawn Member's Units, upon the receipt of notice of the remaining Members' election to continue the business, the Units of the Withdrawn Member in the Company shall cease to have any voting rights hereunder, and the Withdrawn Member ownership interest shall only be entitled to allocation of profit and loss and distributions as an "Economic Interest" Member only.

10.3 Consequences of Retirement or Resignation If the Business Is Not Continued. If the remaining Members elect not to continue the business upon retirement or resignation of a Member, or are unable to do so by law, the Withdrawn Member shall only be entitled to his/her interest in liquidation, as stated in Section 7.4, subject to any setoff for damages caused by the Member's retirement or resignation.

## **ARTICLE XI DEATH OF A MEMBER**

11.1 Death of a Member. Upon the death of a Member, the deceased Member's rights as a Member of the Company shall cease and terminate except as provided in this Article XI.

11.2 Consequences of Death If Business Is Continued. If the surviving Members elect to continue the business as provided in Section 7.2, the Manager shall serve notice in writing of such election, within three (3) months after the death of the decedent, upon the executor or administrator of the decedent, or, if at the time of such election no legal representative has been appointed, upon any one of the known legal heirs of the decedent at the last known address of such heir. The Company shall have the right and option to purchase the Units of the deceased Member as provided in Section 7.3.

11.3 Insurance. The Company may contract for life insurance on the lives of each of the Members, in any amount not disproportionate to the value of each Member's Units. In the event of death of a Member, insurance proceeds paid to the Company will be used to purchase the Units of the deceased Member. The payment of the purchase price to the decedent's representatives or heirs shall be made within thirty (30) days following receipt of the insurance

proceeds by the Company. If the surviving Members do not elect to continue the business of the Company, or are unable to do so by law, the proceeds of any life insurance shall be treated as an asset of the Company for liquidation.

11.4 Consequences of Death If the Business is Not Continued. If the surviving Members do not elect to continue the business, or are unable to do so by law, the deceased Member shall only be entitled to his/her interest in liquidation as stated in Section 7.4.

## **ARTICLE XII SALE OF A MEMBER'S INTEREST**

12.1 Provisions Restricting Sale of Membership Interests. In the event that a Member desires to sell, assign, or otherwise transfer his/her Units in the Company and has obtained a bona fide offer for the sale thereof made by some person not a Member of the Company, he shall first offer to sell, assign, or otherwise transfer the Units to the other Members at the price and on the same terms as previously offered him/her, and each of the other Members shall have the right to purchase his/her proportionate share of the selling Member's Units. If any Member does not desire to purchase the Units on such terms or at such price and all of the Units are not purchased by the other Members, no other Member may purchase any part of the Units, and the selling Member may then sell, assign, or otherwise transfer all of his/her Units in the Company to the person making the said offer at the price offered. The intent of this provision is to require that all of the Units of a Member be sold intact, without fractionalization. A purchaser of Units of the Company shall not become a Member and shall not participate in management of the Company without the unanimous consent of the non-selling Members, but shall be entitled to receive the share of profits, gains, losses, deductions, credits, and distributions to which the selling Member would be entitled.

## **ARTICLE XIII MEMBER'S COVENANTS**

13.1 Member's Personal Debts. In order to protect the property and assets of the Company from any claim against any Member for personal debts owed by such Member, each Member shall promptly pay all debts owing by him or her and shall indemnify the Company from any claim that might be made to the detriment of the Company by any personal creditor of such Member.

13.2 Alienation of Membership Interest. No Member shall, except as provided in Article XII, sell, assign, mortgage, or otherwise encumber his/her Membership Interest in the Company or in its capital assets or property; or enter into any agreement of any kind that will result in any person, firm, or other organization becoming interested with him or her in the Company; or do any act detrimental to the best interests of the Company.

## **ARTICLE XIV ARBITRATION**

14.1 Arbitration. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association. Judgment upon the award rendered by said

arbitration may be entered in any court having jurisdiction thereof. Costs of arbitration shall be paid by the loser. If one Member notifies the other Member in writing of a dispute, claim, or controversy within six (6) months of the arising of such dispute, claim or controversy and requests that the same be arbitrated, no legal action may then be commenced thereon, except to obtain judgment on the arbitration award.

## **ARTICLE XV MISCELLANEOUS PROVISIONS**

15.1 Admission as Substitute Member. As a condition to admission as a Substituted Member, a proposed assignee or other successor to a Member's Units must execute and deliver a Counterpart Signature page to this Agreement and such other documents in form and substance as counsel to the Company deems necessary or desirable to effect such admission, and to confirm the agreement of the person being admitted as a Substituted Member to be bound by all of the terms and provisions of this Agreement, as it may have been amended. As a further condition, an assignee who wishes to be admitted as a Substituted Member must obtain the unanimous consent of the Members and of the Manager to such admission. The assignee or other successor shall pay all reasonable expenses in connection with his or its admission as a Substituted Member, including, but not limited to, legal fees and the cost of preparing, filing and publishing any amendment to the Company's articles of organization and this Agreement. If the proposed assignee or other successor of Units is not approved to be a Substitute Member, such assignee or other successor may nevertheless receive the "economic benefits" of such Units but shall not have right to participate in the management of the business and affairs of the Company and shall not be considered a "Member" under this Agreement or be a "member" as that term is used in the Act. For purposes of this Agreement, "economic benefits" of a Unit shall mean a Unit's share of the Company's profits or other compensation by way of income and return of contributions but shall not include the Company's losses, deductions and credits.

15.2 Inurement. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns, and each person entering into this Agreement acknowledges that this Agreement constitutes the sole and complete representation made to him or her regarding the Company, its purpose and business, and that no oral or written representations or warranties of any kind or nature have been made regarding the proposed investments, nor any promises, guarantees, or representations regarding income or profit to be derived from any future investment.

15.3 Modification. This Agreement may be modified from time to time as necessary only by the written agreement of the Company, acting through the vote or consent of its Manager, and the Members.

15.4 Severability. The provisions of this Agreement are severable and separate, and if one or more is voidable or void by statute or rule of law, the remaining provisions shall be severed therefrom and shall remain in full force and effect.

15.5 Governing Law. This Agreement and its terms are to be construed according to the laws of the State of Colorado.

15.6 Counterparts. This Agreement may be executed in counterparts and each such counterpart shall be deemed an original of the Agreement for all purposes.

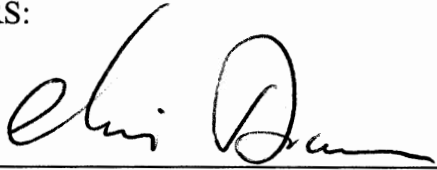
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[Signatures appear on the following page]

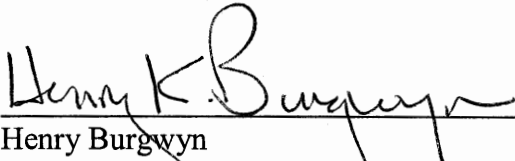
IN WITNESS WHEREOF, the undersigned Members and the undersigned Company have hereunto set their hands and seals on the day first written above.

MEMBERS:

5/10/06  
Date

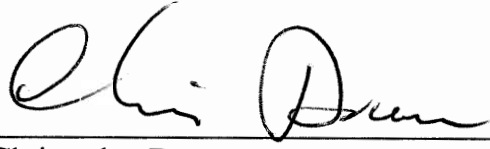
  
Christopher Downs

5/10/06  
Date

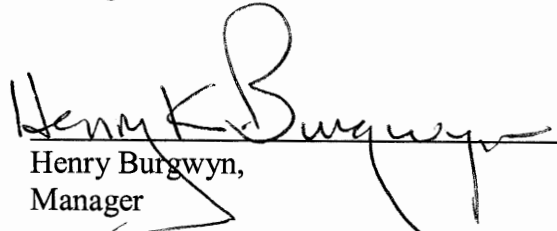
  
Henry Burgwyn

COMPANY:  
MENOLA LAND, G.A.O. HOMES, LLC

5/10/06  
Date

By:   
Christopher Downs,  
Manager

5/10/06  
Date

By:   
Henry Burgwyn,  
Manager

**APPENDIX A**  
**OPERATING AGREEMENT**  
**OF**  
**MENOLA LAND, SHOSHONE COURT, LLC**

<u>Member Name and Address</u>	<u>Member Contribution</u>	<u>Percentage of Ownership Interest</u>	<u>Number of Units</u>
Christopher Downs 2700 E. Garden Lane Greenwood Village, CO 80121	\$50.00	50%	50
Henry Burgwyn 1732 Wazee Street, Suite 205 Denver, CO 80202	\$50.00	50%	<u>50</u>
			TOTAL = 100 Units



Colorado Secretary of State  
 Date and Time: 05/10/2006 09:35 AM  
 Entity Id: 20061190426  
 Document number: 20061190426

Document processing fee  
 If document is filed on paper \$125.00  
 If document is filed electronically \$ 25.00

Fees & forms/cover sheets are subject to change.  
 To file electronically, access instructions for this form/cover sheet and other information or print copies of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us) and select Business Center.

Paper documents must be typewritten or machine printed.

ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Organization**

filed pursuant to §7-90-301, et seq. and §7-80-204 of the Colorado Revised Statutes (C.R.S)

1. Entity name: Menola Land, G.A.O. Homes, LLC  
*(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "llc", "l.l.c.", or "ltd." §7-90-601, C.R.S.)*

2. Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box):*

"bank" or "trust" or any derivative thereof  
 "credit union"  "savings and loan"  
 "insurance", "casualty", "mutual", or "surety"

3. Principal office street address: 1732 Wazee Street, Ste. 205  
*(Street name and number)*

Denver CO 80202  
*(City) (State) (Postal/Zip Code)*

United States  
*(Country - if not US)*

*(Province - if applicable)*

4. Principal office mailing address *(if different from above):*

*(Street name and number or Post Office Box information)*

*(City) (State) (Postal/Zip Code)*

*(Province - if applicable) (Country - if not US)*

5. Registered agent name *(if an individual):* Burgwyn Henry  
*(Last) (First) (Middle) (Suffix)*

OR *(if a business organization):* \_\_\_\_\_

6. The person identified above as registered agent has consented to being so appointed.

7. Registered agent street address: 1732 Wazee Street, Ste 205  
*(Street name and number)*

Denver CO 80202  
*(City) (State) (Postal/Zip Code)*

8. Registered agent mailing address  
(if different from above):

\_\_\_\_\_  
*(Street name and number or Post Office Box information)*

\_\_\_\_\_  
*(City) (State) (Postal/Zip Code)*

\_\_\_\_\_  
*(Province - if applicable) (Country - if not US)*

9. Name(s) and mailing address(es)  
of person(s) forming the limited  
liability company:

(if an individual) Burgwyn Henry  
*(Last) (First) (Middle) (Suffix)*

OR (if a business organization)

1732 Wazee Street, Ste 205  
*(Street name and number or Post Office Box information)*

Denver CO 80202  
*(City) (State) (Postal/Zip Code)*

United States  
*(Province - if applicable) (Country - if not US)*

(if an individual) Downs Christopher  
*(Last) (First) (Middle) (Suffix)*

OR (if a business organization)

1700 Lincoln Street, Ste 2000  
*(Street name and number or Post Office Box information)*

Denver CO 80203  
*(City) (State) (Postal/Zip Code)*

United States  
*(Province - if applicable) (Country - if not US)*

(if an individual) \_\_\_\_\_  
*(Last) (First) (Middle) (Suffix)*

OR (if a business organization)

\_\_\_\_\_  
*(Street name and number or Post Office Box information)*

\_\_\_\_\_  
*(City) (State) (Postal/Zip Code)*

United States  
*(Province - if applicable) (Country - if not US)*

*(If more than three persons are forming the limited liability company, mark this box  and include an attachment stating the true names and mailing addresses of all additional persons forming the limited liability company)*

10. The management of the limited liability company is vested in managers   
OR is vested in the members

11. There is at least one member of the limited liability company.



12. (Optional) Delayed effective date: \_\_\_\_\_  
(mm/dd/yyyy)

13. Additional information may be included pursuant to other organic statutes such as title 12, C.R.S. If applicable, mark this box  and include an attachment stating the additional information.

**Notice:**

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

14. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Ransome	Gail		
(Last)	(First)	(Middle)	(Suffix)
1700 Lincoln Street, Ste. 2000			
(Street name and number or Post Office Box information)			
-----			
Denver	CO	80203	
(City)	(State)	(Postal/Zip Code)	
United States			
(Province -- if applicable)		(Country -- if not US)	

*(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box  and include an attachment stating the name and address of such individuals.)*

**Disclaimer:**

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

**CONSENT OF THE GENERAL PARTNER AND LIMITED PARTNERS OF  
G.A.O. HOMES PARTNERS, RLLLP**

The undersigned being all of the Limited Partners and the sole General Partner of G.A.O. Homes Partners, RLLLP do hereby authorize and consent to the Partnership's submission and processing of a Re-zoning Application for 1465-1497 Knox Denver, CO 80204.

Additionally, the Partnership does further authorize and appoint the Burgwyn Company as an agent to assist in the application.

IN WITNESS WHEREOF, the undersigned General Partner and Limited Partners do hereby unanimously agree to this authorization.

**GENERAL PARTNER:**

G.A.O. Homes Partners, RLLLP  
a Colorado Limited Liability Limited Partnership

By: Menola Land, GAO Homes, LLC  
Its General Partner

By: Henry Burgwyn  
Henry Burgwyn, Manager of the G.P.

**LIMITED PARTNERS:**

The Burgwyn Company

By: Henry Burgwyn  
Henry Burgwyn, Manager

ENDCAP HOLDINGS, LLC

By: Tyler Downs  
Tyler Downs, Manager

# EXHIBIT "A" LAND DESCRIPTION

SHEET 1 OF 2

LOTS 38 TO 47, INCLUSIVE, AND THE SOUTH 5 FEET OF LOT 48, BLOCK 3, COLFAX AVENUE SUBDIVISION OF MAPLE GROVE SUBDIVISION, SITUATED IN THE NORTHWEST  $\frac{1}{4}$  OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE RANGE POINT IN THE INTERSECTION OF WEST COLFAX AVENUE AND NORTH KNOX COURT BEING A FOUND STONE FROM WHENCE THE RANGE POINT IN THE INTERSECTION OF WEST 14TH AVENUE AND NORTH KNOX COURT BEING A FOUND NO. 8 REBAR BEARS SOUTH 00°19'38" EAST, A DISTANCE OF 680.20 FEET WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE SOUTH 18°07'08" WEST, A DISTANCE OF 63.21 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 3;

THENCE SOUTH 00°19'38" EAST ALONG THE EAST LINE OF SAID BLOCK 3, A DISTANCE OF 20.00 FEET TO A POINT 5.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 48 AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°19'38" EAST ALONG THE EAST LINE OF SAID BLOCK 3, A DISTANCE OF 255.08 FEET TO THE SOUTHEAST CORNER OF SAID LOT 38;

THENCE SOUTH 89°47'10" WEST ALONG THE SOUTH LINE OF SAID LOT 38, A DISTANCE OF 124.69 FEET TO THE SOUTHWEST CORNER OF SAID LOT 38;

THENCE NORTH 00°20'59" WEST ALONG THE WEST LINES OF SAID LOTS 38 THROUGH 48, A DISTANCE OF 255.08 FEET TO A POINT 5.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 48;

THENCE NORTH 89°47'10" EAST PARALLEL AND 5.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 48, A DISTANCE OF 124.79 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 31,818 SQUARE FEET OR 0.712 ACRES OF LAND, MORE OR LESS.

PREPARED BY:

JEFFREY J. MACKENNA P.L.S. 34183  
FOR FALCON SURVEYING, INC.  
9940 WEST 25TH AVENUE  
LAKEWOOD COLORADO, 80215  
(303)202-1560

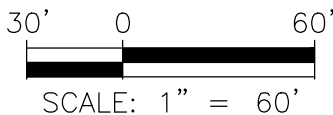
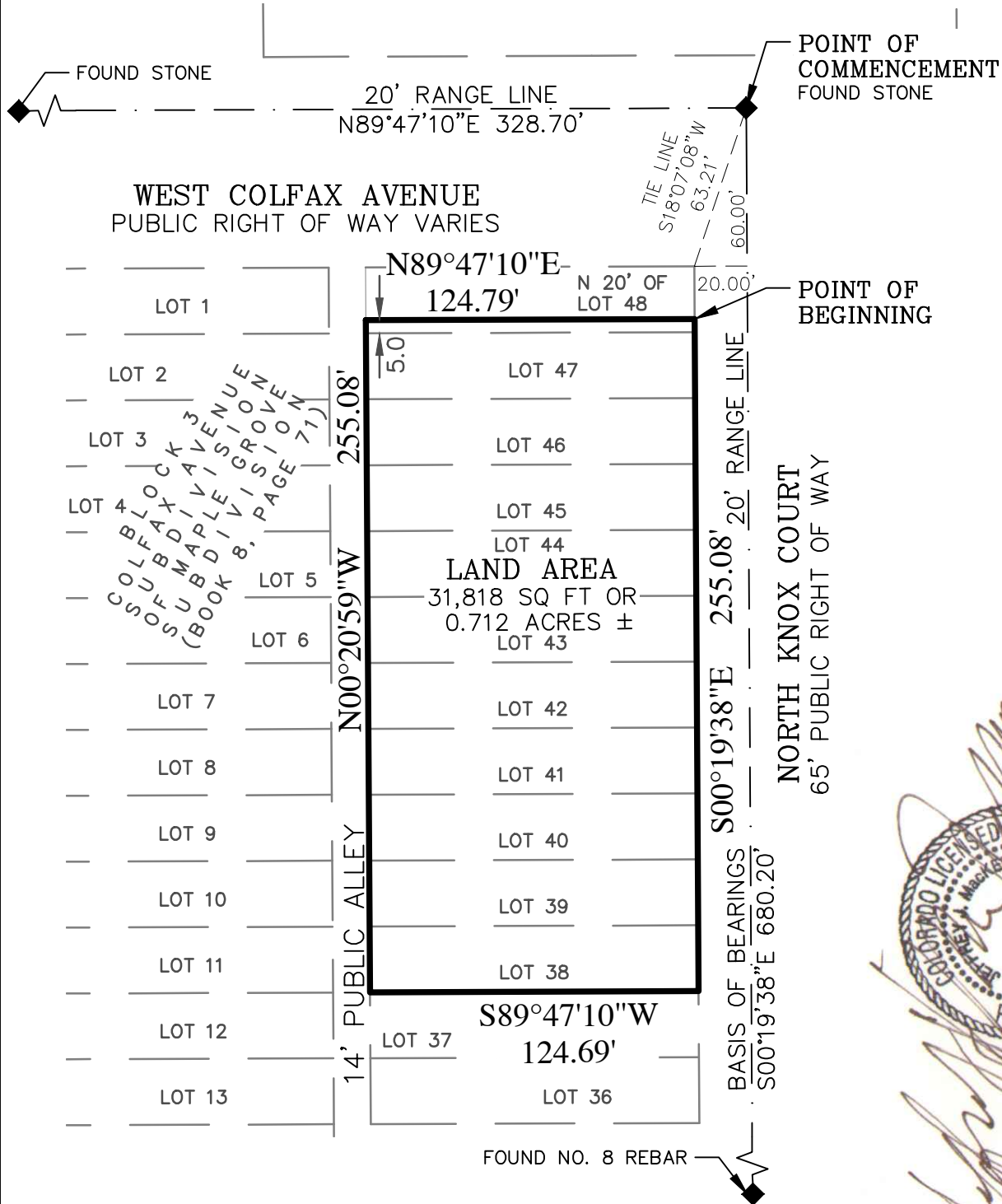
DATE: 12/05/2022



# EXHIBIT "A"

SITUATED IN THE NW 1/4, SECTION 5, T4S, R68W, OF THE 6TH P.M.  
CITY AND COUNTY OF DENVER, STATE OF COLORADO

SHEET 2 OF 2



PREPARED BY: *Jeffrey J. Mackenna*  
JEFFREY J. MACKENNA P.L.S. 34183  
FOR FALCON SURVEYING, INC.  
9940 WEST 25TH AVENUE  
LAKEWOOD COLORADO, 80215  
(303)202-1560

DATE: 12/05/2022

THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY.  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

November 30, 2022

City and County of Denver Community Planning and Development  
201 West Colfax Avenue  
Denver, CO 80202

**Re: Letter of Authorization for Zone Map Amendment (Rezoning) Application for 1465-1497 Knox Court**

To Whom It May Concern,

Shopworks Architecture, and its representatives, is authorized to represent G.A.O. Homes Partners, RLLLP, regarding the rezone application for parcel #0505208025000 located at 1465-1497 N. Knox Court, Denver, Colorado.

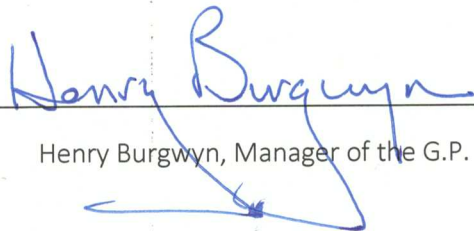
G.A.O. Homes Partners, RLLLP

a Colorado Limited Liability Limited Partnership

By: Menola Land, GAO Homes, LLC

Its General Partner

By: \_\_\_\_\_

  
Henry Burgwyn, Manager of the G.P.

January 16, 2023

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

**Re: 1465-1497 N. Knox Ct. (Parcel #0505208025000): Rezoning Request and Letter of Justification  
2022i-00151**

Dear Planning Services,

Shopworks Architecture, on behalf of GAO Homes Partnership, respectfully requests the City to consider a rezoning of an approximate 0.71-acre parcel located at 1465-1497 N. Knox Court in the West Colfax Neighborhood. The site is currently zone G-RH-3, and we are seeking a zone map amendment to G-MS-5 to build affordable housing with potential office space for Girl's Inc.

This request has been created by the following parties:

**Co-Developer/Applicant**

Wazee Partners  
1801 S. Broadway  
Denver, CO 80202  
Contact: Chris Downs  
Email: [cdowns@wazeepartners.com](mailto:cdowns@wazeepartners.com)

**Co- Developer/ Applicant**

The Burgwyn Company  
104 N Broadway  
Denver, CO 80203  
Contact: Henry Burgwyn  
Email: [henry@burgwyn.com](mailto:henry@burgwyn.com)

**Planner**

Shopworks Architecture  
301 W. 45<sup>th</sup> Avenue  
Denver, CO 80216  
Contact: Alisha Kwon Hammett  
Email: [alisha@shopworksarc.com](mailto:alisha@shopworksarc.com)

The subject property is currently home to 10 HUD Section 8 rental rowhomes that were originally built using HUD funds. The property is currently deed-restricted for affordable housing and will continue to be so with future redevelopment, for an additional 40 years. The property owner is looking to maximize the number of residents they can serve by leveling the existing rowhomes and building a new 66-unit affordable housing apartment building comprised of a mix of 1-,2-and 3- bedroom units for families cost-burdened by housing. The anticipated funding source for this development will be a mix of both HUD funds and Low-Income Housing Tax Credits; utilizing HUD funding to replace the 10 units onsite and transferring 34 additional HUD funded units to the new building, and then adding 22 income restricted units. Residents displaced during construction would be relocated and have first right of return into the new building, per Federal guidelines associated with HUD funded rental units. Following a rezone to G-MS-5, a Site Development Plan would be submitted to the City for the redevelopment.

The site is currently deed restricted by HUD and will continue to be deed restricted for a minimum of 40 years. This deed restriction runs with the land, regardless of the property's zone district. Additionally, as part of the funding application for this site, we are seeking a 5-story height limit so that we have the height by right. The current development program is for a 4-story building, however CHFA prefers that we

have a by-right entitlement for height, versus having to rely on a density bonus to go from 3 stories to 4 stories. To have a competitive financing application, we are seeking 5-stories by right.

This proposed affordable housing development will likely be seeking Low-Income Housing Tax Credits (LIHTC) from the Colorado Housing Finance Authority (CHFA) in August 2023. To have a competitive CHFA application, the development will need to have zoning in place. Once the credits are awarded, the development team will move forward with a site plan application.

The subject property is in an infill location along the West Colfax corridor and is well-connected to transit, goods, and services. The site is within a short walk to “Corky” Gonzales Denver Public Library, Cheltenham Elementary School, Paco Sanchez Park, Girl’s Inc., King Soopers and Arther E. Johnson Boys and Girls Club.

## COMMUNITY OUTREACH

The development team met with the Sloan’s Lake Citizens Group on November 9, 2022, during their regular community meeting to present this rezoning request and listen to feedback. The Sloan’s Lake Citizen’s Group supports this proposed rezoning and voted 9-to-1 in support of this application. They expressed the need for affordable housing and a desire to keep families in the neighborhood.

The development team also met with the West Colfax Association of Neighbors (WeCAN) Affordable Housing Committee on November 11, 2022. WeCAN’s Affordable Housing Committee was supportive of this rezoning application for affordable housing and wanted to keep families who are currently in the neighborhood in the neighborhood. While the development team must follow all Fair Housing regulations regarding future residents, the development team can advertise their development within the West Colfax Neighborhood, attracting current residents when the development is leasing.

## CONSISTENCY WITH CITY ADOPTED PLANS

### Denver Comprehensive Plan 2040

This rezone request reflects the following goals and strategies in the Denver Comprehensive Plan:

- *Equitable, Affordable, and Inclusive, Goal 2, Strategy A – Increase development of housing units close to transit and mixed-use developments (p. 28).*
- *Equitable, Affordable, and Inclusive, Goal 2, Strategy A – Create a greater mix of housing options in every neighborhood for all individuals and families (p. 28).*
- *Equitable, Affordable, and Inclusive, Goal 2, Strategy D- Build housing as a continuum to serve residents across a range of incomes, ages and needs. Increase the development of senior-friendly and family-friendly housing, including units with multiple bedrooms in multifamily developments (p.29)*
- *Equitable, Affordable, and Inclusive, Goal 4, Strategy B- Preserve existing affordable housing. Create additional tools, including community land trusts and regulatory incentives to preserve existing affordable housing (p. 29)*
- *Equitable, Affordable, and Inclusive, Goal 8, Strategy D- Increase housing options for Denver’s most vulnerable populations (p. 31).*

- *Strong and Authentic Neighborhoods Goal 1, Strategy B – Ensure neighborhoods offer a mix of housing types and services for a diverse population (p. 34).*
- *Strong and Authentic Neighborhoods Goal 1, Strategy D- Encourage quality infill development that is consistent with the surrounding neighborhood and offers opportunities for increased amenities (p.34)*

This rezone will help maximize the number of affordable housing units that we can deliver on the subject property and ensures that there is a mix of housing types and options for diverse and vulnerable populations within the City and County of Denver.

### **Blueprint Denver**

The future places concept for the subject property is *residential area- high-medium*, which is *predominantly multi-unit residential- mid-scale residential buildings, usually mixed with a variety of lower-scale residential types (p.149)*. The subject property is identified as an area of less access to opportunity (p. 33), more vulnerable to displacement (p. 39) and with less housing diversity (p.43) compared to the rest of the city. By providing affordable housing in this area of need, residents will be able to remain in their neighborhood.

The subject site is near an area identified as community centers and corridor (being 6 blocks west of Federal Blvd) which is identified to attract 20% of new jobs and 25% of new households in the area by 2040 p.51. Locating affordable housing near new jobs, within an identified growth area strongly aligns with the vision articulated in *Blueprint Denver*.

*Blueprint Denver* identifies this site as being in a Future Neighborhood Context of General Urban (p.139) which is characterized by multi-unit structures and low-scale mixed uses. Block patterns are generally regular with consistent alley access. Buildings are medium scale and close to the street. There is a high degree of walkability, bikeability and good access to transit priority streets (p. 137).

*Blueprint Denver* also offers the following plan guidance:

- *Introduction Goal 01: Serve all Denver residents with a diverse range of affordable housing options and quality employment opportunities throughout the city (p.22)*
- *Land Use & Built Form: General Policy 2: Incentivize or require efficient development of land, especially in transit-rich areas. Allow increased density in exchange for desired outcomes, such as affordable housing, especially in transit-rich areas (p.73).*
- *Land Use & Built Form: General Policy 6: Increase the development of affordable housing and mixed income housing, particularly in areas near transit, services, and amenities (p. 85)*
- *Land Use & Built Form: General Policy 7: Expand family-friendly housing throughout the city... Implement tools that require and/or incentivize the development of family-friendly housing. This could include bonuses for affordable large units (those with three or more bedrooms), especially in multifamily developments (p. 85)*
- *Land Use & Built Form: Housing 8A: Align high-density residential areas near regional centers to support housing growth near major job centers with access to transit priority streets (p.86).*
- *Land Use & Built Form: Housing 6A: Incentivize affordable housing through zoning, especially in regional centers, community centers and community corridors adjacent to transit. Incentives for*



*affordable housing are particularly important for areas that score high in Vulnerability to Displacement and score low in Housing Diversity (p.85)*

- *Land Use & Built Form: Housing 8D: Advance housing affordability recommendations from this plan and Housing an Inclusive Denver to ensure new units include units affordable to a range of income levels (p.87)*

*Blueprint Denver identifies the following factors to consider when applying height guidance:*

- *Guidance from a current small area plan*

According to the adopted *West Colfax Plan 2006*, West Colfax is classified as a Mixed-Use Collector with medium to small transportation volume stops one block west of the site along King Street and a smaller stop along Knox Ct. Additionally, Knox Ct is classified as a Residential Collector. The future land use concept for the site is Town Center (p.59) which is characterized by *a compact, dense, inter-connected and walkable development pattern typically clustered at or near the intersection of major arterials... Housing options come in a variety of forms (p.89)*. The site sits in an area of transition from Town Center to Main Street (traveling west).

According to the *draft West Area Plan November 2022*, the *Future Places* recommendation for the subject property is identified a Community Corridor and is identified as a high and high-medium residential growth area in the downtown and urban center contexts. Community Corridors typically provides a mix of office, commercial, and residential uses, where buildings have a distinctly linear orientation along the street and building footprints are typically larger.

- *Surrounding Context, including existing and planned building height*

This rezoning request is consistent with the General Urban neighborhood context because it uses the G-MS-5 zone district which allows shopfront building forms with a mix of uses, including multifamily and office embedded along West Colfax, which is a mixed-use, transit-rich corridor, with building heights ranging up to 5 stories.

The subject property is adjacent to West Colfax, which is a high-capacity transit corridor with easy access to mass transit. Being adjacent to this road classifications help inform and guide where additional density may be appropriate. According to the Land Use & Built Form Goal 2, Strategy C: *Allow increased density in exchange for desired outcomes, such as affordable housing, especially in transit-rich areas (p.72)*. The latest draft shows a portion of W. Colfax from Lowell to Julian Street as a recommended max height of 4 stories, however, west of Julian Street the recommended height is 7 stories and to the east of Julian St the recommended height is up to 5 stories along Colfax, but the recommended future place is all the same- Community Corridor.

Adjacent properties to the North, West and East are all zoned U-MS-5 and have 5-stories by right. Allowing greater heights along W. Colfax is appropriate due to the road classification of W. Colfax where higher density is recommended, and where there is easy access to mass transit. The Denver Zoning Code does not have a 4-story zone district. We are requesting 5-stories by right to

build affordable housing, on an already deed restricted property for income-restricted housing that will last a minimum of 40 years.

- *Transitions, including transitions from higher to lower intensity areas*

Allowing 5 stories immediately adjacent to W. Colfax Avenue is appropriate due to its recommended future place of Community Corridor. Adjacent properties to the north, east and west are all zoned U-MS-5. As buildings step away from Colfax, it is appropriate for the heights to step down towards the single-family neighborhood to the south.

- *Adjacency to transit especially mobility hubs*

The subject property is in an infill location along the West Colfax corridor and is well-connected to transit, goods, and services. *Blueprint Denver* provides the following guidance: *Land Use & Built Form: General Policy 2: Incentivize or require efficient development of land, especially in transit-rich areas. Allow increased density in exchange for desired outcomes, such as affordable housing, especially in transit-rich areas (p.73).*

- *Achieving plan goals for community benefits, including affordable housing*

The site is currently deed restricted by HUD and will continue to be deed restricted for a minimum of 40 years. This deed restriction runs with the land, regardless of the property's zone district. Additionally, as part of the funding application for this site, we are seeking a 5-story height limit so that we have the height by right. The current development program is for a 4-story building, however CHFA prefers that we have a by-right entitlement for height, versus having to rely on a density bonus to go from 3 stories to 4 stories. To have a competitive financing application, we are seeking 5-stories by right.

This proposed affordable housing development will likely be seeking Low-Income Housing Tax Credits (LIHTC) from the Colorado Housing Finance Authority (CHFA) in August 2023. To have a competitive CHFA application, the development will need to have zoning in place. Once the credits are awarded, the development team will move forward with a site plan application.

- *Furthering urban design goals*

The future building at this site will deliver the ROW improvements required along W. Colfax Avenue along with meeting all the zone district requirements for G-MS-5 (setbacks, building height, mass, and form, etc.), furthering the urban design goals of the West Area Plan and Blueprint Denver. The building will be a shopfront building form, with an office on the first floor for Girl's Inc and onsite amenity area, and the rest of the building will be residential.

**West Area Plan Draft November 2022**

The *West Area Plan*, which is still in its draft form, will supersede Blueprint Denver once fully adopted by City Council. The West Area Plan identifies the site as being in an area most vulnerable to displacement, with the least housing diversity. The *Future Places* recommendation for the subject property is identified a Community Corridor and is identified as a high and high-medium residential growth area in the downtown and urban center contexts. Community Corridors typically provides a mix of office, commercial, and residential uses, where buildings have a distinctly linear orientation along the street and building footprints are typically larger.

The West Area Plan draft sets the following vision and community priorities:

- *Affordable housing is highly needed throughout West to stabilize current residents.*
- *Promote the construction of affordable housing through incentives like Denver’s Expanding Housing Affordability Program. Incentive heights in this plan have been incorporated into building height recommendations and heights map.*
- *Growth Strategy – Section 2.16. Promotes on-site affordable housing near high-capacity transit corridors and centers.*
- *The West Area Plan applies the “low-medium incentive areas” subcategory in areas where row house, town house, and three-story multi-unit buildings and accessory dwelling units would be appropriate based upon future regulatory processes that expand missing middle housing and incentivize affordable housing in mixed use and commercial areas.*
- *Integrate uses that are compatible with and resourceful for the surrounding neighborhood such as affordable housing, housing types consistent with surrounding future places designations, and community-and neighborhood-serving uses, such as childcare, cafés, community meeting space, and other low-impact uses.*

The latest draft shows a portion of W. Colfax from Lowell to Julian Street as a recommended max height of 4 stories, however, west of Julian Street the recommended height is 7 stories and to the east of Julian St the recommended height is up to 5 stories along Colfax, but the recommended future place is all the same- Community Corridor. Adjacent properties to the North, West and East are all zoned U-MS-5 and have 5-stories by right. When meeting with WeCAN and Sloan’s Lake Citizen’s Group, both organizations were supportive of 5-stories at the subject site along with expressing surprise that the current property wasn’t already permitted 5-stories in height.

We believe that the request to rezone to G-MS-5 meets the intent, principles, and goals of the of the West Area Plan draft.

**West Colfax Plan 2006**

The currently adopted neighborhood plan that applies to the subject site is the 2006 West Colfax Plan that will soon be superseded by the West Area Plan. According to the West Colfax Plan, West Colfax is classified as a Mixed-Use Collector with medium to small transportation volume stops one block west of the site along King Street and a smaller stop along Knox Ct. Additionally, Knox Ct is classified as a Residential Collector. The West Colfax Plan describes the subject site as being along a transit-rich corridor where “bus routes carry nearly 23,000 transit riders per day, while West Colfax Ave carry from 35,000 to 45,000 vehicles per day. Approximately 50% of area residents commute to work by alternative modes (walk, bike, bus) or work from home. Despite the existing high volume of transit, and future light rail

*service, land uses along the area’s major streets are geared toward low density, auto-oriented commercial development. The transportation and land use systems along the West Colfax area’s corridors are out of balance with each other. (p. 3).”*

The West Colfax Plan makes the following recommendations:

- Maximize urban land development potential; promote compact, mixed-use development and focus intense development to strategic growth areas (p.5)
- Increase the supply of residential units and provide diverse housing options (p.5)
- Augment the West Colfax area’s competitive advantage for investment and redevelopment (p.5).
- The plan recommends transit-oriented development flanking the future West Corridor light rail line and clustered around the transit station areas at Decatur Street, Knox Court, Perry Street and Sheridan Boulevard (p.15)

The future land use concept for the site is Town Center (p.59) which is characterized by *a compact, dense, inter-connected and walkable development pattern typically clustered at or near the intersection of major arterials... Housing options come in a variety of forms (p.89)*. The site sits in an area of transition from Town Center to Main Street (traveling west).

This rezone application for G-MS-5 meets the land use “Town Center” character by providing a zone district that will support a mixed-use development that integrates affordable housing and office space for a non-profit, immediately adjacent to a mixed-use collector (West Colfax) and a residential collector (Knox Ct).

### **Housing an Inclusive Denver**

This rezone request will support the following goals and policy recommendations in *Housing an Inclusive Denver*:

- *Support housing as a continuum that serves residents across a range of incomes, including residents experiencing homelessness, those earning low wages or living on fixed incomes such as seniors or residents with a disability, and working families (p.7)*
- *Preserve existing income-restricted affordable rental housing in vulnerable neighborhoods and near transit (p.78).*
- *Promote development of new affordable, mixed-income and mixed-use rental housing (p.83)*

### **UNIFORMITY OF DISTRICT REGULATIONS AND RESTRICTIONS**

The proposed rezoning will result in the uniform application of zone district building form, use and design regulations across the site.

### **FURTHERING THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE**

The proposed official map amendment furthers the public health, safety, and general welfare of the City primarily through implementation of the City’s adopted land use plans.

### **JUSTIFYING CIRCUMSTANCES**

Since the date of the approval of the existing Zone District, there has been a change to such a degree that the proposed rezoning is in the public interest b) a City adopted plan.

The identified change on the subject property is the City adopted Blueprint Denver in 2019, and the West Area Plan that will soon be adopted. Both plans recommend increasing the density of the subject property. Denver has experienced significant growth in recent years, and it is expected to continue, requiring updated strategies for responding to an anticipating growth. It is in the public interest to increase the density of this site, in a location that is identified in Blueprint Denver and the West Area Plan as an area that is high in vulnerability, displacement and in need of affordable housing.

**CONSISTENCY WITH NEIGHBORHOOD CONTEXT, ZONE DISTRICT PURPOSE, AND INTENT**

The following table summarizes the existing context proximate to the subject site:

	Existing Zoning	Existing Land Use	Existing Building Form/ Scale	Existing Block, Lot Street Pattern
<b>Site</b>	G-RH-3	Rowhomes	2-story	Block patterns are generally regular block shapes surrounded by an orthogonal street grid. Buildings have consistent, shallow to moderate front setbacks, shallow side setbacks and consistent orientation.
<b>North</b>	U-MS-5	Car Wash	1-story	
<b>South</b>	G-RH-3	Rowhomes	1-story	
<b>West</b>	U-MS-5, G-RH-3	Commercial and duplex	1-story	
<b>East</b>	U-MS-5, G-RH-3	Duplex	1-story	

The Main Street zone districts are intended to ensure new development contributes positively to established residential neighborhoods and character, encourages, affordable housing and improves the transition between commercial development and adjacent residential neighborhoods. In all cases, the Main Street zone districts should be applied where a higher degree of walk ability and pedestrian activity is desired than required in a Corridor, Mixed Use, or Residential Mixed Use zone district (DZC Section 5.2.5.1.).

The requested zone district of G-MS-5 is consistent with the Main Street zone district purpose and intent because it would allow the development of a 5-story affordable multifamily apartment building with ground-floor office space for Girl’s Inc in a shopfront building form, along the West Colfax corridor. The proposed rezoning is consistent with the existing neighborhood context and character as evident in the table above.

**EQUITY**

The site area’s average score is 2.39, with low scores in Built Environment (access to fresh food scores low), Access to Health Services, Social Determinants of Health, Life Expectancy and Child Obesity. The

applicant commits to providing an 100% affordable housing development, comprised of 1-,2- and 3-bedroom units that serves individuals and families making up to 50% of the Area Median Income (AMI). This future affordable housing development is seeking Low-Income Housing Tax Credits (LIHTC) from the Colorado Housing Finance Authority in August 2023. To have a competitive application, the development will need to have the rezoning in place prior to a site plan. Once the credits are awarded, the development team will move forward with a formal site development plan application to the City. Keeping cost-burdened individuals and families housed leads to generations of economic stability. According to the US Department of Housing and Urban Development, 40% of people currently experiencing homelessness did so as children. Providing housing stability for families breaks the cycle of poverty for generations.

Thank you,



Alisha Kwon Hammett  
Shopworks Architecture

## Overview

### What is equity?

Equity is when everyone, regardless of who they are or where they come from, has the opportunity to thrive. Where there is equity, a person’s identity does not determine their outcome. The city’s vision is for every resident to live in a complete neighborhood with access to jobs, amenities and services so that all Denverites – regardless of their race, ability, income, age, gender, etc. – can thrive.

New development projects can impact equity for an area through factors such as access to open space, access to and the mix of jobs, and housing choices. Each rezoning and/or Large Development Review (LDR) proposal provides an opportunity to understand how one project can improve, or at least not increase, existing inequities.

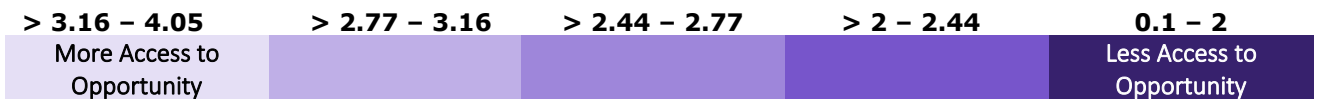
### How do we measure equity?

Equity is measured using three concepts from Blueprint Denver: Access to Opportunity; Vulnerability to Displacement; and Housing and Jobs Diversity. Each equity concept is measured using multiple metrics. For example, Access to Opportunity measures several indicators that reflect the city’s goal for all neighborhoods to have equitable access to a high quality of life, including access to transit, fresh food, and open space.

### How to read equity scores

Each equity concept is given a scoring metric from most equitable to least equitable. Below is an interpretation of the scoring metrics:

**Access to Opportunity** - measures an area’s access to opportunity through Social Determinants of Health (percent of population who are high school graduates and percent of families below the poverty line), Built Environment (access to fresh food and open space), Access to Healthcare, Child Obesity, Life Expectancy, Access to Transit, and Access to Centers and Corridors



**Vulnerability to Displacement** – measures and area’s vulnerability to displacement through Educational Attainment, Rental Occupancy, and Median Household Income



**Housing Diversity** – measures the diversity of housing stock for an area compared to the city. This includes Missing Middle Housing, Diversity of Bedroom Count Per Unit, Ratio of Owners to Renters, Housing Costs, and Income Restricted Units



**Job Diversity** – measures two key factors related to the availability and variety of employment options: (1) Jobs density: the amount of jobs in different parts of the city, depicted by the intensity of color and measures as jobs per acre; and (2) Jobs diversity: The mix of jobs in different parts of the city. The mix of jobs is depicted by different colors:

The job mix is dissimilar to the city’s overall job mix, because there	Less than 100 jobs. Data Values below are not applicable.	The job mix is dissimilar to the city’s overall job mix, because	The job mix is similar to the city’s overall job mix.	The job mix is dissimilar to the city’s overall job mix, because there	The job mix is dissimilar to the city’s overall job mix, because there
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**Why do we measure equity?**

Identifying issues of inequity in a specific area helps identify opportunities for new development to reduce those inequities. By specifically addressing the low-scoring metrics, we can improve the equity for the community around the site and throughout the entire city. Below is an equity analysis specific to this site. It highlights lower scores. Staff has provided potential considerations for improving the identified inequities. Please note that these are suggested examples and applicant is expected to provide a broader set of solutions through the Equity Menu provided as an attachment to this document.

**Site Equity Analysis**

The Equity Analysis below includes 1) equity considerations for the site from adopted plans; 2) scores for specific *Blueprint Denver* equity measures; and 3) initial recommendations for the applicant to consider at the time of development review. This list is not meant to be an exclusive or exhaustive list, and coordination of agreed-upon equity improvements will be an iterative process between the applicant team and the city. Staff has carefully considered and identified equity concerns specific to the site. The planning and equity context for **1465-1497 Knox Court** is summarized below, with additional maps and context attached as an appendix.



## Site Equity Scores and Recommended Actions

### ACCESS TO OPPORTUNITY - Creating more equitable access to quality-of-life amenities, health, and education.

The site area's average score is 2.39, with low scores in Built Environment (access to fresh food scores low), Access to Health Services, Social Determinants of Health, Life Expectancy and Child Obesity. These specific metrics are defined below, along with considerations that align with the goals of Blueprint Denver. The applicant is expected to consider additional proposals that are identified in Equity Menu of Strategies attached to this document.

#### Built Environment

	Social Determinants of Health	Access to Parks	Access to Fresh Food	Access to Healthcare	Child Obesity	Life Expectancy	Access to Transit	Access to Centers and Corridors
<b>Score</b>	<b>2.50</b>	<b>3.0</b>	<b>3.0</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>1</b>
	Less Equitable	Somewhat Equitable	Somewhat Equitable	Less Equitable	Less Equitable	Less Equitable	Has Access to Transit	0-24% of the area is covered by a walk, bike, and driveshed to a center or corridor

	Metric	Score	Description	Consideration for Improvement	Response from Applicant
	Social Determinants of Health	2.50 Less Equitable	15.60% of 25-year-olds and older without a high school degree;  29.51% of families are below the federal poverty line.  The Citywide average number of families below the poverty line is 9.02%.	<ul style="list-style-type: none"> <li>Applicant commits to providing on-site income-restricted units, especially for 50% and below</li> <li>Applicant commits to providing family services on site or partners with a local organization that promotes early parent-child learning</li> <li>Applicant commits to incorporating affordable childcare uses into future on-site development</li> </ul>	We commit to providing an 100% affordable development that serves people at 50% AMI or below.
Built Environment	Access to Parks	3.0 Somewhat Equitable	100% of housing units with 1/4 mile walk of a park	<ul style="list-style-type: none"> <li>Applicant commits to improving connectivity through an organized street grid, to improve access to amenities including open space</li> </ul>	We commit to building a site that complies with CCD requirements including sidewalks along Knox and Colfax. The site is also less than a 10-minute walk to Paco Sanchez Park to the southeast.
	Access to Fresh Food	3.0 Somewhat Equitable	0.22% of residents within 1/4 mile of a full-service grocery store	<ul style="list-style-type: none"> <li>Applicant commits to promoting increased access to fresh food options</li> <li>Applicant commits to providing fresh food outlets on-site, such as a community garden</li> </ul>	King Soopers is 1.6 miles from the site, which is a 10-minute bike ride away.

	Access to Healthcare	2 Less Equitable	<p>Access to Health Services - such as clinics, prenatal services, and more.</p> <p>20.89% of women receive no prenatal care during the first trimester of pregnancy in this area</p>	<ul style="list-style-type: none"> <li>Applicant maps and identifies where existing facilities are in the area</li> </ul> <p><i>This metric is not expected to be directly impacted by an applicant-driven rezoning but may be indirectly improved via other metrics</i></p>	
	Child Obesity	2 Less Equitable	<p>Child Obesity measure % of children in the area that are overweight/obese.</p> <p>20.61% of children and youth are obese</p>	<ul style="list-style-type: none"> <li>Applicant commits to uses on-site that promote healthy food options</li> </ul>	
	Life Expectancy	2 Less Equitable	<p>Life expectancy (in years): 75.90</p>	<p><i>This metric is not expected to be directly impacted by the applicant but may be indirectly improved via other metrics.</i></p>	<p>Providing affordable housing leads to better health outcomes. Especially for those most cost-burdened by housing.</p>
	Access to Transit	1	<p>Has Access to Transit. Site was completely inside of a transit buffer ½ mile from high capacity transit or ¼ mile from frequent transit</p>	<ul style="list-style-type: none"> <li>Applicant commits to promoting the use of and access to public transit</li> <li>Applicant commits to providing subsidized Eco passes</li> <li>Applicant commits to a walkability analysis to identify additional pedestrian opportunities including sidewalk completion where gaps exist, safe crossings at intersections to promote pedestrian and bike connections</li> </ul>	<p>The site is immediately adjacent to West Colfax Avenue, providing excellent connection to bus lines at King Street and Java Ct and W 14<sup>th</sup> Avenue, which are less than 2 blocks (5-minute walk) away. A</p>
	Access to Centers and Corridors	1	<p>Average Score: 1 Total Evaluation: 0-24% of the area is covered by a walk, bike, and driveshed to a center or corridor.</p>	<ul style="list-style-type: none"> <li>Applicant commits to an off-site improvement that addresses pedestrian or bicycle connectivity, such as sidewalk improvements, bicycle facilities, etc.</li> </ul>	<p>DOTI is improving the Colfax corridor in this location. We will work with DOTI regarding the redevelopment of our site in relationship to City plans for transportation/infrastructure improvements. Bicycle facilities will</p>

					also be included as part of the redevelopment of this site.
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**REDUCING VULNERABILITY TO DISPLACEMENT – Stabilizing residents and businesses who are vulnerable to involuntary displacement due to increasing property values and rents.**

For Vulnerability to Involuntary Displacement, this area’s average score is 3 out of 3. This means that the area is considered vulnerable to displacement. Specific metrics are defined below, along with considerations that align with the goals of Blueprint Denver. The applicant is expected to consider additional proposals that are identified in Equity Menu of Strategies attached to this document.

	<b>Educational Attainment</b>	<b>Rental Occupancy</b>	<b>Median Household Income</b>
<b>Score</b>	<b>1</b>	<b>1</b>	<b>1</b>
	Vulnerable	Vulnerable	Vulnerable

Metric	Score	Description	Consideration for Improvement	Response from Applicant
<b>Educational Attainment</b>	1 Vulnerable	Percent of 25-year-olds and older without a college degree: <b>59.73%</b> Citywide Average: <b>50.6%</b>  Lack of opportunities for higher education can leave residents unable to make more money and get jobs to offset increased costs	<ul style="list-style-type: none"> <li>Applicant commits to targeted outreach for on-site jobs</li> </ul>	
<b>Rental Occupancy</b>	1 Vulnerable	Percent of Renter Occupied: <b>73.96%</b> Citywide Average: <b>50.12%</b>	<ul style="list-style-type: none"> <li>Applicant commits to providing on-site, income-restricted ownership units and provide preference for those units to people who already live or recently lived in the neighborhood</li> </ul>	Due to this site being developed using LIHTC, this will be a rental property only. The current 10 Section 8 vouchers onsite will be applicable to this site for the former residents of the site in the new building- to limit displacement.
<b>Median Household Income</b>	1 Vulnerable	Median Household income: <b>\$45,000</b> Denver's Median household income: <b>\$68,952</b>	<ul style="list-style-type: none"> <li>Applicant commits to affordable housing on-site and to target the marketing of affordable units to the nearby community.</li> </ul>	We commit to develop an 100% affordable housing development serving up to 50% of the AMI.

**EXPANDING HOUSING DIVERSITY - providing a better and more inclusive range of housing in all neighborhoods.**

For Housing Diversity, this area’s average score is 2 out of 5, with the area scoring low on the amount of income restricted units. Specific metrics are defined below, along with considerations that align with the goals of the FNE Area Plan and Blueprint Denver. The applicant is expected to consider additional proposals that are identified in Equity Menu of Strategies attached to this document.

- Missing Middle Housing
- Diversity of Bedroom Count Per Unit
- Owners to Renters
- Housing Costs
- Income Restricted Units

Score	1	0	0	0	1
	Diverse	Not Diverse	Not Diverse	Not Diverse	Diverse

Metric	Score	Description	Consideration for Improvement	Applicant Response
Missing Middle Housing	1 Diverse	Percent Housing with 2-19 units: <b>30.13%</b> Citywide: <b>19%</b> If an area had over 20% middle density housing units, it was considered "diverse", if it was less than 20% middle density it was considered "not diverse."		We are looking to develop 66 units on this site, with a mix of 1-, 2- and 3-bedroom units for cost-burdened individuals and families. 44 units are planned to serve 30% of the AMI or below and 22 units are planned to serve 50% AMI or below.
Diversity of Bedroom Count Per Unit	0 Not Diverse	Ratio: <b>3.79</b> Mix Type: <b>Low</b>  Measured by comparing the number of housing units with 0-2 bedrooms to the number of units with 3 or more bedrooms.	<ul style="list-style-type: none"> <li>Applicant commits to building units with a variety of bedroom counts</li> </ul>	We are planning on building 4 studios, 20 one-bedroom, 23 two-bedrooms and 19 three-bedroom apartments to accommodate, individuals, couples, and families.
Owners to Renters	0 Not Diverse	Owners: <b>26.04%</b> Renters: <b>73.96%</b> Denver Owners: <b>49.9%</b> Denver Renters: <b>50.1%</b>	<ul style="list-style-type: none"> <li>Applicant commits to providing a strong mix of ownership vs rental properties</li> </ul>	This will be a rental property due to HUD funding.
Housing Costs	0 Not Diverse	Mix Type: <b>High</b>  The ratio of (a) housing units affordable to households earning up to 80% of the city's median income to (b) housing units affordable to households earning over 120% of the city's median income.	<ul style="list-style-type: none"> <li>Applicant commits to providing income-restricted units on-site (AMI levels should be tailored to the identified need for that area)</li> </ul>	This development will be affordable for 30 years.
Income Restricted Units	1 Diverse	Income Restricted Units: <b>770</b> Citywide Average Income Restricted Units: <b>175.4</b>	<ul style="list-style-type: none"> <li>Applicant commits to providing a specific amount of Income Restricted Units on-site</li> </ul>	100% of the units will be affordable serving 50% of the AMI or below.

**EXPANDING JOB DIVERSITY - providing a better and more inclusive range of employment options in all neighborhoods.**

Job Diversity in this area cannot be measured, as there are fewer than 100 jobs in the area.

	Retail	Innovation	Manufacturing
Score			

Metric	Score	Description	Consideration for Improvement	Applicant Response
Total Jobs				
Retail				
Innovation				
Manufacturing				

### Next Steps

The West Colfax area is part of a dynamic system of components that are forever evolving. *Blueprint Denver* establishes a framework for equitable planning across Denver. By incorporating equity into planning, neighborhoods such as those in the West area can achieve Blueprint Denver’s vision of creating dynamic, inclusive, and complete neighborhoods.

### Actions

1. In response to the equity analysis provided by staff above, applicant will need to address the identified equity gaps by completing the Equity Response. The Equity Response is attached to this analysis.
2. The applicant may refer to the Equity Menu, also attached, for ideas about how to respond to equity gaps identified for this site.



November 29, 2022

YIMBY Denver

Denver, CO 80206

USA

Dear Planning Board and City Councilors,

YIMBY Denver is a dedicated group of volunteers fighting for more inclusive housing policy in Denver and beyond. We envision an integrated society where everyone has access to a safe, affordable home near jobs, services, and opportunity. And today, we are writing in support of a rezoning request at 1497 Knox Court, as we believe this project carries all the hallmarks of that vision.

The 10 units currently located on this parcel are older housing stock deed-restricted to be affordable to 50% AMI residents. While we would typically need to worry about involuntary displacement caused by the demolition of these homes, this project will be following two key HUD requirements: No Net Loss and Right to Return. These requirements demand that the new building contain at least as many units at equivalent affordability, ensures residents are provided relocation assistance during construction, and allows those current residents a right to return to the new units (at current affordability rates) before other applicants. Thus, this rezoning will increase our affordable stock while simultaneously upgrading the quality of housing in which current residents will live, giving more of our neighbors access to safe, affordable homes.

Further, this rezoning will allow more Denverites to live close to jobs, services, and opportunity. This parcel rests between two high-frequency transit corridors, better enabling already cost-burdened residents to eschew expensive cars (and their associated payments) without sacrificing access to key jobs centers. Denver-based studies demonstrate that our affordable housing residents are the least likely to own cars, and the most likely to be transit-dependent, so such colocation can safely be assumed a boon to future residents.

The parcel is located just blocks from a premier Denver park, a library, a bike path, and schools, providing key amenities. Half of the units are designed for families, containing three bedrooms, and encouraging family-friendly housing near amenities is a key aim of our Expanding Housing Affordability ordinance, as well

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#2022i-00151

as the Comprehensive Plan 2040.

The envisioned development itself will help improve access to opportunity, as it is not only a residential development; interior office space will be developed for use by nearby non-profit Girls, Inc. Additionally, the neighbors of this project are largely higher-income than the residents of this development will be. When people of all backgrounds and incomes live close to one another, we see that access to opportunity increases for lower-income residents, and communities thrive.

Notably, projects of this variety receive a wide range of support in existing and draft plans. The 2019 Denver Comprehensive Plan 2040 supports changes that enhance our city's affordability and inclusiveness, as well as neighborhoods that are economically diverse, vibrant, accessible, and well-connected. The in-progress (but not yet adopted) West Area Plan supports higher-intensity uses on this parcel, and contains a wide range of recommendations and strategies designed to encourage the development additional affordable housing in the neighborhood. This project's new development will also employ Denver Complete Street Guidelines in development, improving the outside realm for residents and neighbors alike.

Our organization's only concern with the project at this juncture is that it will hold many more parking stalls than mandated by Denver ordinance. We know that excess parking invites additional traffic to neighborhoods, reduces the likelihood of residents using nearby transit, and increases dangerous interactions for nearby pedestrians, bicyclists, and wheelchair users. We would also prefer to see the significant space claimed by these parking stalls instead be used for housing additional residents, or further increasing affordability for the current unit count. However, in discussion with the development team, we have learned that these higher-than-minimum parking counts are a requirement of financing from CHFA. This significantly ameliorates our concerns, as we recognize that the value of this sorely-needed affordable housing far outweighs the negative impacts of excess parking.

**In sum, we feel this request meets all criteria for approval, and we urge you to approve this rezoning.**

Sincerely,

The Leads of YIMBY Denver

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