



## Zone Map Amendment (Rezoning) - Application

<b>PROPERTY OWNER INFORMATION*</b>		<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 APPLICATION	
<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR FEE PAYMENT***		<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.

[Application initiated by a member of City Council. No owner authorization documents are required per DZC 12.4.10.4.A.1.a](#)

# 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</i> <i>Josie Q. Smith</i>	01/12/20	(A)	YES
			<i>John Hall</i>			

Application initiated by a member of City Council. No owner authorization documents are required per DZC 12.4.10.4.A.1.a



*Candi CdeBaca*  
COUNCILWOMAN DISTRICT 9

*City and County of Denver*  
CITY COUNCIL  
City and County Building  
1437 Bannock Street, Room 451  
Denver, CO 80202  
p: 720.337.7709  
candi.cdebaca@denvergov.org

March 24, 2023

To Community Planning and Development:

I'm writing today to request Community Planning and Development prepare a rezoning of the parcels located at 4748 Leaf Ct. and 4710 Lincoln St. in the Globeville neighborhood from E-SU-D to U-TU-C. The rezone is for the purpose of affordable housing development and will create 4 affordable home ownership units by preserving 2 existing homes and adding 2 new affordable tandem homes.

This has been a community-led application process initiated by Globeville residents and vetted with neighbors. Globeville remains one of the fastest gentrifying neighborhoods in Denver, and is highly vulnerable to displacement. Creating truly affordable housing for this community is vital anti-displacement work. Additionally, Collective Tierra Colectiva Community Land Trust has provided a letter of support, which is included in this application packet. With support from the community, we are excited to sponsor this rezoning.

Please feel free to reach out to our office with any questions or concerns.

Sincerely,

Candi CdeBaca, MSW  
Denver City Council  
District 9

## **4748 Leaf Ct. and 4710 Lincoln St. Review Criteria Narrative**

This proposed official map amendment is to rezone from E-SU-D to U-TU-C. The rezone is for the purpose of affordable housing development and will create 4 affordable home ownership units by preserving 2 existing homes and adding 2 new affordable tandem homes. The criteria for review of this rezoning application are found in Denver Zoning Code Section 12.4.10.7 as follows:

- A. Consistency with Adopted Plans
- B. Uniformity of District Regulations and Restrictions
- C. Public Health, Safety and General Welfare

*And Section 12.4.10.8 of the Denver Zoning Code*

*Justifying Circumstances and Uniformity of Context*

### **12.4.10.7.A. Consistency with Adopted Plans**

The following adopted plans apply to the subject property:

- Denver Comprehensive Plan 2040 (2019)
- Blueprint Denver (2019)
- Globeville Neighborhood Plan (2014)
- Housing an Inclusive Denver (2018)

#### **Denver Comprehensive Plan 2040**

This proposal is consistent with many Denver Comprehensive Plan strategies, including:

- 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 B: Ensure city policies and regulations encourage every neighborhood to provide a complete range of housing options. (p. 28)
- Equitable, Affordable and Inclusive Goal 2, Strategy D: Increase the development of senior-friendly and family-friendly housing, including units with multiple bedrooms in multifamily developments. (p. 28)
- Equitable, Affordable and Inclusive Goal 3, Strategy B: Use land use regulations to enable and encourage the private development of affordable, missing middle and mixed-income housing, especially where close to transit. (p. 28)

- Equitable, Affordable and Inclusive Goal 3, Strategy D: Develop and promote programs to help individuals and families, especially those most vulnerable to displacement, access affordable housing. (p. 28)
- Equitable, Affordable and Inclusive Goal 5, Strategy B: Stabilize residents and businesses at risk of displacement through programs and policies that help them to stay in their existing community. (p. 28)
- Strong and Authentic Neighborhoods Goal 1, Strategy B: Ensure neighborhoods offer a mix of housing types and services for a diverse population. (p. 34)
- Environmentally Resilient Goal 4, Strategy D: Encourage low-impact development that reduces impervious surfaces and positively impacts community health by using trees, low-water landscaping and green infrastructure. (p. 53)

This proposed map amendment is consistent with Denver Comprehensive Plan 2040 as it will enable the creation of affordable housing units with a greater mix of options in an area vulnerable to displacement. Globeville is in the “most vulnerable to displacement” as categorized in the City of Denver by 3 factors ([data is 2015-2019](#)): percent of 25 year olds without a college degree (79.9%), percentage renter occupied (55.49%), and median household income (49,737). The affordable homes that will be built, and those that will be preserved, with this proposed amendment are part of an effort to stabilize residents to become homeowners and help them stay in their existing community, while maintaining the scale, character, and greening of the residential core of Globeville.

### **Blueprint Denver**

Blueprint Denver was adopted in 2019 as a supplement to Comprehensive Plan 2040 and establishes an integrated framework for the city’s land use and transportation decisions. There are four key components of Blueprint Denver that apply to this rezoning application:

1. Neighborhood Context
2. Place & Street Type
3. Growth Strategy
4. Equity Concepts

### ***Blueprint Denver Urban Neighborhood Context***

In Blueprint Denver, future neighborhood contexts are used to help understand differences between land use, built form and mobility at a high level, between neighborhoods. The subject site is shown on the context map as Urban. The description is used to guide appropriate zone districts (p. 66).

Homes in the Urban neighborhood context “vary from multi-unit developments to compact single-unit homes. Development should be compatible with the existing neighborhood character and offer residents a mix of uses with good street activation and connectivity” (p. 223). The U-TU-C zone district is within the Urban neighborhood context and is intended to “promote and protect residential neighborhoods while allowing some multi-unit districts, but not to such an extent as to detract from the overall image and character of the residential neighborhood” (DZC 5.2.2.1).

The proposed U-TU-C zone district is consistent with the Blueprint future neighborhood context of Urban because it will promote the residential character by allowing a two-unit development without detracting from the overall image of the predominately single-unit character of the neighborhood.

### ***Blueprint Denver Low Residential Places***

The subject site is designated within a Low Residential future place on the Blueprint Denver Future Places map. This place is “predominately single- and two-unit uses on small or medium lots” and “buildings are generally up to 2.5 stories in height” (p. 231). While the proposed zone district would allow two-unit residential uses, it is consistent with the Low Residential future place description as it allows for a maximum of 2.5 stories in height and the neighborhood would continue to have a pattern of predominately single- and two-unit uses.

### ***Blueprint Denver Street Types***

In Blueprint Denver, street types work in concert with future places to evaluate the appropriateness of the intensity of the adjacent development (p.67). North Lincoln Street and Leaf Ct., abutting the subject site, are classified in Blueprint Denver as an undesignated or local street, which is “most often characterized by residential uses [and] provide the lowest degree of through travel but the highest degree of property access (p. 154). The proposed map amendment to U-TU-C is consistent with these street types as it will allow only residential uses at an appropriate intensity.

### ***Blueprint Denver Growth Strategy***

Blueprint Denver’s growth strategy map is a version of the future places map, showing the aspiration for distributing future growth in Denver (p. 51). The subject property is part of the “All other areas of the city’s growth area. These areas anticipate experiencing around 20% of new housing growth and 10% of new employment growth by 2040 (p. 51). This growth area is “mostly residential areas with embedded local centers and corridors, [that] take a smaller amount of growth intended to strengthen the existing character of our neighborhoods” (p. 49). The proposed map amendment to U-TU-C will allow some growth to the number of households in this area by allowing a two-unit residential development.

### ***Blueprint Denver Policies & Strategies***

This proposal is consistent with many Blueprint strategies, including:



Land Use & Built Form – Housing Goal 2: Diversify housing options by exploring opportunities to integrate missing middle housing into low and low-medium residential areas (p. 82).

Land Use & Built Form – Housing Goal 2: Integrate missing middle housing into low and low-medium residential areas, especially those that score low in housing diversity. This allowance should advance goals for affordability, such as including a requirement to provide affordability in exchange for increased density (p. 82).

As housing needs throughout Denver have changed, city regulations have not kept pace with innovations including tiny home villages, intergenerational living, flexible living arrangements, and the changing needs and composition of households. The “missing middle” refers to housing types that fall between high-density and single-unit houses, and includes duplexes, fourplexes, row homes and townhomes. This housing may provide attainable options for residents who do not need income-restricted housing, but may not be able to afford – or want – a single-unit home.

Land Use & Built Form - Housing Goal 3: Incentivize the preservation and reuse of existing smaller and affordable homes (p. 83).

Land Use & Built Form – Housing Goal 3, Strategy A: Study and implement zoning tools to incentivize the preservation of smaller, more affordable housing options (p. 83).

Land Use & Built Form – Housing Goal 3, Strategy B: Consider focusing incentives in areas close to high frequency transit and in areas that score high in the Vulnerability to Displacement category (p. 83)

The character of many older neighborhoods is defined by the older houses, which tend to be smaller than what would be built new today. These smaller houses tend to be a more attainable choice and, while not officially income-restricted, provide more affordable options than if a new home was built on the lot. Preserving these choices in neighborhoods is important for affordability and for maintaining character.

### ***Blueprint Denver Equity Concepts***

“For much of our history, Denver grew in population, and in diversity, becoming a city of people from different ethnic, racial and cultural backgrounds. Only recently has that historical trend begun to change. In the past decade the city has become less racially and ethnically diverse. Some historically black and Hispanic neighborhoods experienced large shifts in racial composition, with significantly more non-Hispanic white residents. These trends run counter to our vision for a diverse, inclusive city” (p. 12).

Blueprint Denver organizes recommendations around three equity concepts: improving access to opportunity; reducing vulnerability to displacement; and expanding housing and jobs diversity. While these concepts are consistently used to evaluate large area rezonings, CPD has expanded analysis of these concepts to also apply to rezonings in NEST neighborhoods. As the

subject property is within the globeville statistical neighborhood, an equity analysis is applicable to this rezoning application.

### ***Access to Opportunity***

Globeville is indicated as an area with less access to opportunity, defined as access to basic goods, services and amenities to improve quality-of-life. While the proposed allowance of a two-unit residential development does not directly increase access to opportunity, an increase in residents may increase the likelihood that more goods, services and amenities will locate in the commercial and mixed-use zoned areas of the neighborhood.

### ***Vulnerability to Displacement***

Globeville is indicated as an area with high vulnerability to displacement. The neighborhood has lower education rates, lower median household incomes and a lower percentage of owner-occupied units than the Denver average. The proposed rezoning to allow for residential development, intended to offer for-sale units, will provide opportunities for home ownership and help keep existing residents in the neighborhood.

### ***Housing Diversity***

Globeville is indicated as an area with moderate housing diversity. Adding missing middle housing is a strategy to add needed housing diversity. The neighborhood lacks in housing developments containing 2 to 19 units and does not offer a diversity of housing costs when compared to the Denver average. The proposed rezoning will help diversify the housing stock and encourage a mix of development types available for ownership.

### ***Jobs Diversity***

Globeville has a mix of jobs that skew higher in innovation than the city average, primarily located along Washington St.. The proposed rezoning of a residential zone district will not have a direct impact on job diversity in the neighborhood, but may help lower-families to be able to work in Denver.

### **Globeville Neighborhood Plan**

This neighborhood plan was adopted by City Council in 2014 and applies to the subject properties. It designates the subject property as being within the “residential neighborhood core” and would update from Urban Edge to Urban per the neighborhood plan. It would maintain the maximum recommended building height of 2.5 stories in the residential core.

The neighborhood plan states (p. 10) that the neighbors like “affordable homeownership opportunities...Habitat for Humanity is working in the neighborhood...housing diversity and character of existing housing, and a stable neighborhood with high homeownership”. This proposal emphasizes all these things neighbors like about their neighborhood and in fact will reclaim some of the loss of

homeownership we have had in Globeville since 2014. A key issue identified in the neighborhood plan (p. 28-29) talks about the high amount of homeownership in the neighborhood and maintaining that: “The single family housing stock in Globeville is relatively affordable compared to many other Denver neighborhoods and to the city as a whole. This lower price point means that home ownership is attainable for lower income households, and as a result, Globeville’s home ownership rate is higher than the Denver average even though its household incomes are lower. **A continued supply of affordable housing is necessary for the neighborhood to continue its trend of high home ownership rates in the future.**” Our proposal aligns with the corresponding recommendation: B14B. Connect People to Existing Housing Resources will support “cultivate home ownership such as Habitat for Humanity” and (B14D) “Build more housing units”. B14D specifically calls out to “support the efforts of organizations such as Habitat for Humanity...in building new homes within Globeville...Ensure that new affordable housing construction in Globeville’s residential neighborhood core character area reflects the character of the surrounding neighborhood.”

This project is working with HOST, and Habitat/Tierra Colectiva has committed through the Affordable Housing Agreement to have 100% of the units (both the existing/preserved unit and the new tandem homes) be under 80% of the AMI; and the land lease agreement and other deed restrictions based on additional subsidies from the City and State will also maintain these properties affordable in perpetuity.

### **Housing an Inclusive Denver**

The City’s housing plan is relevant as Denver has a housing crisis that has changed priorities in this city and a need for increased strategies around adding affordable units where land use is implicated. Housing an Inclusive Denver states in Section 4. Recommendation 2 (p. 47) “Expand and strengthen land use regulations for affordable and mixed-income housing.

*“...other forms of multi-unit residential housing development can increase overall housing supply and provide more affordable housing options for low and moderate-income households in Denver. Examples might include duplexes, fourplexes, rowhomes or cohousing options.... The City should encourage the development of these “missing middle” development types throughout Denver neighborhoods to provide residents with a diversity of housing choices through specific zoning and land use recommendations in Blueprint Denver.” (p.48)*

In addition *Housing an Inclusive Denver* specifically looks to land trusts to preserve and add housing in areas facing displacement; Section 5. Recommendation 3: Explore tools to promote long-term affordability of housing, including land trusts, throughout Denver communities...and... ways to utilize a land trust model to address the unique needs of vulnerable neighborhoods” (p.65-66) Tierra Colectiva Community Land Trust is under incubation structure of the Colorado Community Land Trust/Habitat for Humanity Metro Denver and is addressing both community desire to drive development while staying within the current and future context of adopted and relevant plans. Tierra Colectiva is a CLT in GES that will continue to serve and stabilize

neighbors in GES in perpetuity. Habitat for Humanity is the currently land owner and when the homes are sold to qualifying buyers, the land will enter into the Colorado Community Land Trust portfolio of properties being held for Tierra Colectva. This rezone proposal is part of both an affordable housing strategy for real estate to be able to add additional affordable homeownership and a neighborhood-led strategy for a Community Land Trust that is recommended in the Housing An Inclusive Denver plan.

The homes in Tierra Colectiva CLT so far have been priced at 50-70AMI and sold to GES residents that are transitioning to homeownership from very unstable rental situations. The affordability agreement with HOST is attached, and you can also find that this is part of the (funding from a) Development Agreement with the Fox Park development to support homeownership and stabilization in the Globeville neighborhood overall. The contribution/agreement with Habitat for Humanity will fund the project (these funds from Fox Park have actually not yet been received, Habitat is proactively acquiring these properties per the agreement to address urgent needs). So this project is a result of multiple agreements both with the City and private and non-profit developers all working to achieve the desired goals of GES neighbors to preserve and create affordable homeownership.

#### **12.4.10.7.B. Uniformity of District Regulations and Restrictions**

The proposed rezoning to U-TU-C will result in the uniform application of zone district building form, use and design regulations.

#### **12.4.10.7.C. Public Health, Safety and General Welfare**

The proposed official map amendment furthers the public health, safety, and general welfare through implementation of the city's adopted land use plans. The proposed rezoning would also facilitate increased housing density near services and amenities and promote a walkable, urban neighborhood within walking distance to public transit (RTD Route 8). By adding additional affordable homes within the neighborhood residential core, residents are able to have safe living conditions that support their wellbeing by paying only 30% of their income on housing, building their equity, and not having to worry about being displaced. Adding additional homeowners helps keep eyes on the neighborhood and build additional ownership through the investment made in their home.

In these CLT units, families are able to stay in place close to family, work, school, services and destinations in their community thus reducing greenhouse gas emissions. The units each have yards, trees, raised garden beds, and new and efficient appliances and windows that reduce inefficient uses of energy and improve air quality.

In addition, the Community Land Trust, Tierra Colectiva, serves as a steward both to the land, and the families that live on the land to steward the property for affordability of a safe home in good condition and stability/wellbeing of the homeowners. By increasing units in the CLT, the CLT also increases capacity to be able to steward other parcels of land and intends to green small parcels for the community in the short-term future. In the long term, depending on the

vision and planning work in the community, the CLT is stewarding increased services, food access, local retail, non-profits, and ongoing affordable housing throughout the GES neighborhoods. Tierra Colectiva is part of a large rental project that will also be a pipeline to homeownership opportunities in Globeville so that people can stay in the neighborhood now, and in the future. The CLT is run by its members, who are neighbors that live in GES (80216).

#### **12.4.10.8 Justifying Circumstances and Consistency with Neighborhood Context**

*Per Section 12.4.10.8 of the Denver Zoning Code 1. Justifying Circumstances. One of the following justifying circumstances must exist:*

*d. 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:*

*i. Change or changing conditions in a particular area, or in the city generally, or*

*ii. A City adopted plan, or*

*iii. That the City adopted the Denver Zoning Code and the property retained Former Chapter 59 zoning.*

The proposed rezoning is a non-legislative rezoning and since the date of approval of the existing zone district, there has been a change in the City and in the Globeville neighborhood to a degree that the proposed rezoning is in the public interest. The City has seen significant population growth in the last decade, and Globeville in particular is absorbing much of that growth around its edges that are transitioning from industrial uses. Unfortunately, the bulk of that growth is not addressing the displacement and need for affordability in Globeville. In 2014 the City adopted a neighborhood plan for the Globeville neighborhood, at a time that directly preceded the housing crisis in Denver. The City acknowledged the threat of displacement in GES through the 2016 Mitigating Involuntary Displacement Study, labeling the GES neighborhoods “susceptible to gentrification,” and shows extensive research about the conditions and factors of gentrification that are impacting Globeville Elyria and Swansea. In addition, massive public and private investment projects that equate to over 2 Billion dollars of public funding has come into the Globeville area and is putting pressure on the neighborhood that is facing increasing displacement of long-term residents. Significant work from neighborhood groups has shown the ongoing desire for permanently affordable and community stewarded land that a CLT provides within the neighborhood core where people are being displaced from.

The proposed rezoning would accommodate both the need for an increase in units and growth in the City and Globeville, while specifically addressing the need to create a permanent affordable homeownership option that will be preserved in perpetuity for a neighborhood experiencing gentrification and displacement. The proposed rezoning would allow the Property to better contribute to this policy guidance for the area than under the current zoning.

#### **Consistency with neighborhood context purpose and intent statements**

The existing *Urban Edge* zoning on these properties was recommended to change in the Globeville neighborhood plan to *Urban* to allow for a slightly denser area creating more “urban residential” and adding additional types of housing and affordability. The proposed U-TU-C is consistent with the neighborhood context purpose and intent statements in the Denver Zoning code; as it moves towards urban context as desired in the neighborhood plan and maintains the small-scale residential in the urban house building form. By keeping the same form but adding

additional units we are also able to address the neighborhood input and ongoing desire to have additional affordable homes for sale in the neighborhood that helps prevent displacement in addition to those being bought and sold at market rate.

*Purpose of Urban Context:* The Denver Zoning Code (DZC) in Section 5.1.1 describes the “GENERAL CHARACTER The Urban Neighborhood Context is primarily characterized by single-unit and two-unit residential uses. Small-scale multi-unit residential uses and commercial areas are typically embedded in residential areas. Single-unit residential structures are typically the Urban House building form... Single- and two-unit residential uses are primarily located along local and residential arterial streets.” ...”

*Intent of Urban Context:* The intent of the Residential districts is to promote and protect residential neighborhoods within the character of the Urban Neighborhood Context. These regulations allow for some multi-unit districts, but not to such an extent as to detract from the overall image and character of the residential neighborhood” (5.2.2.1).

The purpose and intent of the urban context aligns with what is desired in the Globeville neighborhood plan. Page 92 in the Globeville plan states strategy “E1. Update the Neighborhood Context. The Denver Zoning Code’s Urban Neighborhood Context, as opposed to the currently-mapped Urban Edge Context..”

The DZC continues with the specific intent of the proposed change as: “Two Unit C (U-TU-C) U-TU-C allows up to two units on a minimum zone lot area of 5,500 square feet. Urban houses are also allowed on certain smaller Zone Lots. Allowed building forms are the urban house, detached accessory dwelling unit, duplex and tandem house building forms.” (5.2.2.2.P)

Our proposed change to U-TU-C follows these stated goals by maintaining neighborhood character, maintaining block patterns, and adding 2 low intensity additional units on large lots at a small scale/height to bring additional affordable homeownership to the neighborhood. This proposal reflects and implements the desired urban context.

The Mandatory Affordable Housing Ordinance ("Ordinance") codified at Article X, Chapter 27 of the Denver Revised Municipal Code ("DRMC") and further incentives provided in the Denver Zoning Code ("DZC") and the accompanying rules and regulations, the Department of Housing Stability ("HOST") and Department of Community Planning and Development ("CPD"), oversee the approval of the Affordable Housing Plan ("Plan"). Applicants electing to provide affordable housing units on-site agree to comply with the requirements of the Ordinance, DZC, and accompanying rules and regulations. The Applicant has committed to comply with the Ordinance on the Subject Property as described in this Plan.

**I. CONTACT INFORMATION FOR APPLICANT**

Name:	Phone Number:
Email:	
Applicant Business Address:	Applicant Business Name (if applicable):

**II. CONTACT INFORMATION FOR OWNER(S)**

Name(s):	Phone Number(s):
Email(s):	Owner(s) Address:

**III. PROJECT INFORMATION**

*Legal description to be provided as a Microsoft Word attachment and attached as Exhibit A*

Project Name:	Project Record Number(s) and Type:  <i>Indicate record number type (e.g., Project Master, Concept, Zoning)</i>
Project Address:	
<i>City staff to fill out market area information</i>	
<b>Applicable Market Area</b> <input type="checkbox"/> Typical Market Area <input type="checkbox"/> High Market Area	Date of Market Area Determination:

**IV. PROJECT DETAILS**

**Development Type Description:** \_\_\_\_\_

Is the project any of the following: ownership condos, townhomes, single/two-unit developments, or phased development?

- No       Yes - Please attach an additional document as Exhibit C [or D], such as a site plan, identifying the specific units that will be income restricted as required by this Plan as well as the specific addresses for these units if known. Additionally, for phased developments, provide the timing of the provision of the Income Restricted Units (IRUs).

**Project Residential Dwelling Unit Development Summary**

\_\_\_\_\_ Total Number of Dwelling Units in Project

 \_\_\_\_\_ Total **Rental** Dwelling Units

\_\_\_\_\_ Studio rental

\_\_\_\_\_ 1-bedroom rental

\_\_\_\_\_ 2-bedroom rental

\_\_\_\_\_ 3-bedroom rental

\_\_\_\_\_ 4-bedroom rental

\_\_\_\_\_ Other (specify: \_\_\_\_\_)

 \_\_\_\_\_ Total **Ownership** Dwelling Units

\_\_\_\_\_ Studio ownership

\_\_\_\_\_ 1-bedroom ownership

\_\_\_\_\_ 2-bedroom ownership

\_\_\_\_\_ 3-bedroom ownership

\_\_\_\_\_ 4-bedroom ownership

\_\_\_\_\_ Other (specify: \_\_\_\_\_)

**V. COMPLIANCE OPTIONS**
**Per DRMC Section 27-223, Applicant shall satisfy the requirements of the Ordinance by:**

Applicant to select one compliance option and complete the corresponding field below

- A. Providing Income Restricted Units (IRUs) On-Site (DRMC § 27-224)
- B. Fee-In-Lieu (DRMC § 27-225)
- C. Negotiated alternative (DRMC § 27-226)

For High Impact Developments, Applicant to coordinate with HOST for High Impact Development Compliance Plan.

**A. PROVIDING IRUS ON-SITE PER DRMC § 27-224**

Applicant to select one compliance option for appropriate market area

**High Market Area Build On-site Options**

- High Market Area Baseline – Option 1 (H-1B)  
*10% of dwelling units at 60% AMI rental or 80% AMI ownership*
- High Market Area Baseline – Option 2 (H-2B)  
*15% of dwelling units averaging 70% AMI rental or 90% AMI ownership*
- High Market Area Enhanced – Option 1 (H-1E)  
*12% of dwelling units at 60% AMI rental or 80% AMI ownership*
- High Market Area Enhanced – Option 2 (H-2E)  
*18% of dwelling units averaging 70% AMI rental or 90% AMI ownership*

**Typical Market Area Build On-site Options**

- Typical Market Area Baseline – Option 1 (T-1B)  
*8% of dwelling units at 60% AMI rental or 80% AMI ownership*
- Typical Market Area Baseline – Option 2 (T-2B)  
*12% of dwelling units averaging 70% AMI rental or 90% AMI ownership*
- Typical Market Area Enhanced – Option 1 (T-1E)  
*10% of dwelling units at 60% AMI rental or 80% AMI ownership*
- Typical Market Area Enhanced – Option 2 (T-2E)  
*15% of dwelling units averaging 70% AMI rental or 90% AMI ownership*



**B. FEE-IN-LIEU PER DRMC § 27-225**

*Applicant to select the percent of IRUs to be used for the fee calculation based on market area. No incentives are available if fee-in-lieu compliance option is selected. Fee-in-lieu shall be paid prior to issuance of building permit.*

- 10% of total dwelling units in a High Market Area – Rental Development
- 10% of total dwelling units in a High Market Area – Ownership Development
- 8% of total dwelling units in a Typical Market Area – Townhouses
- 8% of total dwelling units in a Typical Market Area – Ownership development, dwelling units other than townhouses
- 8% of total dwelling units in a Typical Market Area – Rental development up to 7 stories
- 8% of total dwelling units in a Typical Market Area – Rental development of 8 or more stories

\_\_\_\_ Based on the percentage selected above, number of units for fee-in-lieu multiplier

Is the subject property in an **Area Vulnerable to Displacement** as defined in DRMC Section 27-220(b) and found online?

- Yes  No

**C. NEGOTIATED ALTERNATIVE PER DRMC § 27-226**

*Applicant to provide a summary of negotiated alternative for HOST evaluation.*

**VI. REQUIRED INCOME RESTRICTED UNITS (ONLY APPLICABLE FOR COMPLIANCE OPTIONS A AND C)**

*Per compliance option selected above in alignment with DRMC § 27-223 or DRMC § 27-226*

\_\_\_\_ **Percent** of total units to be income restricted

\_\_\_\_ **Number** of units to be income restricted

\_\_\_\_ Maximum AMI for all income restricted units or an effective average of \_\_\_\_ AMI

**Unit Mix of Income Restricted Units**

\_\_\_\_ Studio

\_\_\_\_ 1-bedroom

\_\_\_\_ 2-bedroom

\_\_\_\_ 3-bedroom

\_\_\_\_ 4-bedroom

\_\_\_\_ Other (specify: \_\_\_\_\_)

## VII. ELIGIBLE INCENTIVES

*For city staff to fill out based on compliance option selected.*

### Baseline Incentives per DRMC § 27-224(b)

- Commercial or residential construction permit fee reduction
- Reduced minimum vehicle parking per Article 10 of the Denver Zoning Code
- Commercial, sales, service and repair use street-level exemption to the linkage fee

### Enhanced Incentives per DRMC § 27-224(c)

- Height or floor area increase per Article 10 of the Denver Zoning Code
- Vehicle parking exemption per Article 10 of the Denver Zoning Code

*Note: Zoning incentives include additional standards that may limit applicability and therefore will be reviewed by CPD staff for zoning compliance and full eligibility.*

## VIII. MINIMUM STANDARDS FOR IRUS

*All IRUs shall meet the minimum standards per DRMC § 27-224(f) and associated rules and regulations and summarized below:*

- A. IRUs shall be maintained as affordable for a minimum term of 99-years per DRMC §27-224(f)(1).
- B. The IRUs must be functionally equivalent in construction and appearance to the other dwelling units per DRMC §27-224(f)(2)(ii).
- C. The unit mix of IRUs must align with the proportionate mix of the market rate units per DRMC §27-224 (f)(2)(iii).
- D. IRUs shall be offered for sale or rent in accordance with the AMI limits per the DRMC and the rules and regulations.
- E. During initial leasing or continued leasing of IRUs, and during the initial offering or resale of IRUs, Applicants must make a good faith effort to market to eligible households. Applicants should refer to HOST's Equitable Fair Marketing Policies and Procedures in accordance with the requirements of the rules and regulations.

## IX. COVENANTS

**Rental projects:** As a condition of the issuance of the first certificate of occupancy on the Subject Property for any building that contains IRUs, Applicant will record a Covenant in substantially similar form to that attached to this Plan as **Exhibit B**; AND/OR

**For sale projects:** Applicant agrees that prior to the recordation of a [condominium declaration (for multifamily developments) OR final subdivision plat] for any building on the Subject Property that contains IRUs, Applicant will record a Covenant in substantially similar form to that attached to this Plan as **Exhibit B [or C]**.

**Note:** The requirement to record a Rental Covenant will not apply to any structure providing for-rent IRUs meeting the requirements of the Plan that is financed by any combination of tax-exempt private activity bonds, or tax credits to incentivize the development of affordable housing, and that is restricted by law, contract, deed, covenant, or any other legally enforceable instrument.

**X. ELECTRONIC SIGNATURE**

Applicant consents to the use of electronic signatures by the City. The Plan may be signed electronically by the City in the manner specified by the City. Applicant agrees not to deny the legal effect or enforceability of the Plan solely because it is in electronic form or because an electronic record was used in its formation. Applicant agrees not to object to the admissibility of the Plan in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**NOTE: Do not execute with a signature until city staff has reviewed and initially approved.**

**XI. APPLICANT APPROVAL**

I, the undersigned, being the Applicant, or a duly authorized agent of the Applicant, hereby certify that the information provided above, to my actual knowledge, is true and correct. I agree to construct or cause the construction of the Income Restricted Units in compliance with the plans, requirements, terms and conditions set forth in this Plan, Ordinance, and accompanying rules and regulations. I acknowledge I will be unable to receive a Site Development Plan (or relevant) approval until the Affordable Housing Plan is approved.

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*Print Name**Signature**Date***XII. OWNER APPROVAL**

I, the undersigned, being the Owner, hereby certify that the information provided above, to my actual knowledge, is true and correct. I agree to construct or cause the construction of the Income Restricted Units in compliance with the plans, requirements, terms and conditions set forth in this Plan, Ordinance, and accompanying rules and regulations. I acknowledge I will be unable to receive a Site Development Plan (or relevant) approval until the Affordable Housing Plan is approved.

If there is more than one owner, please provide a supplemental signature page as an exhibit to this Plan.

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*Print Name**Signature**Date***XIII. HOST APPROVAL**

---

*Department of Housing Stability – Print Name**Signature**Date*

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Legal Description

4748 Leaf Court, Denver CO 80216

LOTS 14 AND 15, BLOCK 14, PLATTEFARM, CITY AND COUNTY OF DENVER, STATE OF COLORADO

Legal Description

4710 S Lincoln Street, Denver CO 80216

LOTS 23, 24 AND 25, BLOCK 13, PLATTEFARM, CITY AND COUNTY OF DENVER, STATE OF COLORADO

**EXHIBIT B**  
**FORM COVENANT**

**LAND LEASE  
FOR**

**Unit Address  
Denver, CO 802\_\_**

This LAND LEASE ("Lease") is made and entered into on the date set forth below on the Signature Pages by and between Colorado Community Land Trust-Denver, LLC, a Colorado limited liability company ("Land Owner"), and that party set forth below in the Specific Terms and on the Signature Pages as Home Owner ("Home Owner").

**SPECIFIC TERMS**

This ARTICLE OF SPECIFIC TERMS is a material part of this Lease between Land Owner and the Home Owner. By executing the Signature Pages, both parties agree to be bound by all terms and conditions of this Lease, including such terms and conditions as set forth or defined in this Article of Specific Terms. Except as otherwise defined herein, capitalized terms shall have the meaning set forth on Exhibit A attached hereto.

1. "Home Owner" shall mean \_\_\_\_\_, and his and/or her successors in interest to title to the Home.
2. "Developer" shall mean Habitat for Humanity Metro Denver, Inc., a Colorado nonprofit corporation.
3. The term of this Lease shall be ninety-nine (99) years, commencing on \_\_\_\_\_ **202**\_\_, and terminating on \_\_\_\_\_, **21**\_\_, unless terminated sooner or extended as provided in this Lease.
4. The initial Lease Fee shall be \_\_\_\_\_ dollars (\$\_\_.**00**) per month. Note that the Lease Fee is subject to adjustment as set forth in Article 5.
5. The initial appraised value of the Property (i.e., both the Home and the Land) as of the date of this Lease is agreed to be \$\_\_\_\_\_.
6. It is agreed that the appraised value of the Home as of the date of this Lease shall be seventy percent (70%) of the above-stated appraised value of the Property, or \$\_\_\_\_\_.
7. It is agreed that the original Purchase Price for the Home and Home Owner's leasehold interest in the Land is \$\_\_\_\_\_.
8. Notice Addresses. (See Section 17.1)

**If to Land Owner:** Colorado Community Land Trust-Denver, LLC  
c/o Habitat for Humanity of Metro Denver, Inc.  
PO Box 5667  
Denver, CO 80217  
(address is subject to change pursuant to Section 17.1)

**If to Home Owner:** The address of the Home. (See Exhibit E)



## **RECITALS**

- A. Land Owner is organized exclusively for charitable purposes, including:
1. Providing opportunities for low to moderate income people to secure decent, affordable housing; and
  2. Assuring the quality and affordability of housing for future low to moderate income individuals.
- B. Land Owner seeks to stimulate the conveyance of decent, affordable housing among low to moderate income people by providing access to housing for such persons at affordable prices through the long-term leasing of land upon which such housing is built.
- C. Land Owner owns the Land described on Exhibit E.
- D. Home Owner is purchasing the Home described on Exhibit E from Developer. The Home is located on the Land.
- E. The Land is hereby being leased by Land Owner to Home Owner in furtherance of Land Owner's charitable purposes.
- F. Land Owner and Home Owner recognize the special nature of the terms and conditions of this Lease, and they each, with the independent and informed advice of legal counsel, freely accept the terms and conditions of this Lease, including, without limitation, such terms and conditions as might affect the marketability or resale price of the Home and the Home Owner's leasehold interest in the Land.
- G. It is mutually understood and accepted by Land Owner and Home Owner that the terms and conditions of this Lease further the parties' shared goals over an extended period of time and through a succession of owners.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, of the mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **ARTICLE 1 HOME OWNER'S LETTER AND DEFINITIONS**

1.1 Home Owner's Letter. Attached hereto as Exhibit B is a form of Home Owner's Letter confirming the Home Owner's review and understanding of this Lease (in particular, Articles 10 and 11 hereof), the terms and conditions contained herein, and related documents for this transaction. Each Home Owner (and successor Home Owners) shall execute this letter, or a substantially similar letter, at or before Closing.

1.2 Definitions. Attached hereto as Exhibit A are the definitions of capitalized terms not otherwise defined in this Lease.

1.3 Runs With Land. The Home shall be held, sold and conveyed subject to the terms and conditions of this Lease, which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Home.

### **ARTICLE 2 DEMISE AND DEVELOPMENT OF LAND**

2.1 Demise. The Land Owner, in consideration of the rents reserved and the terms, conditions, covenants and agreements herein, does hereby lease unto Home Owner, and Home Owner does hereby lease from Land Owner, the Land. Land Owner has furnished to Home Owner a copy of the most current, if any, title report previously obtained by Land Owner for the Land, and Home Owner accepts said interest in the Land and the physical condition of the Land in their condition "as is" as of

the execution hereof.

2.2 Development. Land Owner shall in no manner be liable to Developer, any Home Owner, including the Home Owner defined herein, or any other party for the nature or quality of construction of the Home, specifically including the Home hereunder, and Home Owner hereby releases Land Owner from any such liability or claims therefor. IN ADDITION TO THE FOREGOING, HOME OWNER ACKNOWLEDGES AND AGREES THAT NEITHER LAND OWNER NOR HABITAT FOR HUMANITY OF METRO DENVER, INC., A COLORADO NONPROFIT CORPORATION OR ANY AFFILIATE THEREOF (“HABITAT”) HAS MARKETED, DESIGNED OR CONSTRUCTED THE HOME OR THE LAND AND HOME OWNER FOREVER WAIVES ANY AND ALL CLAIMS AGAINST LAND OWNER AND HABITAT RELATED IN ANY WAY TO THE MARKETING, DESIGN, CONSTRUCTION, MAINTENANCE, REPAIR AND/OR CONDITION OF THE HOME AND THE LAND (INCLUDING, BUT NOT LIMITED TO, THE CONDITION OF THE SOILS RELATED THERETO).

### **ARTICLE 3 DURATION OF LEASE**

3.1 Term. The term of this Lease shall be as set forth in the above Article of Specific Terms.

### **ARTICLE 4 USE OF PROPERTY**

4.1 Use of Property. Home Owner shall use, and shall cause all occupants thereof to use, the Land and the Home only for residential purposes or home occupations and such incidental activities related to residential use or home occupations as are currently permitted by applicable zoning laws. In addition, transfers of Home Owner’s interest in the Property shall be subject to the terms, conditions and restrictions hereof, including Articles 10 and 11, except as otherwise provided in Section 8.8. Home Owner agrees and acknowledges that the foregoing limitations and all other conditions and restrictions contained herein are essential to the fulfillment of the charitable purposes of the Land Owner and are conditions and restrictions on the use of the Property intended to run the full term of this Lease.

4.2 Responsible Use. Home Owner shall use the Land and the Home in a manner so as not to cause actual harm to others or create any nuisances, public or private, and shall dispose of any and all waste in a safe and sanitary manner.

4.3 Responsible for Others. Home Owner shall be responsible for the use of the Property by any residents thereof, families, their friends or visitors, or anyone else using the Property with their consent.

4.4 Occupancy. Home Owner shall occupy the Home as his or her Primary Residence, unless otherwise agreed in writing by Land Owner. Occupancy by children or other immediate family members or dependents of Home Owner shall be deemed occupancy by Home Owner.

4.5 Condition of Land; Compliance with Law. Home Owner shall maintain the Property in a good, safe and habitable condition in all respects except for normal wear and tear, and in full compliance with the Land Owner's Affordable Housing Guidelines and with all applicable laws, ordinances, rules and regulations of any governmental authority with jurisdiction over matters concerning the condition of the Property.

4.6 Inspection; Counseling and Services. Upon receipt of information that leads the Land Owner to believe that: (1) the Property is not being maintained in accordance with the requirements of this Lease; or (2) Home Owner has breached any other term or condition of this Lease; Land Owner may, but shall have no obligation to, inspect any portion of the Property at any reasonable time, and in any reasonable manner, upon at least twenty-four (24) hours’ oral or written notice to Home Owner. In the event of emergency, Land Owner may inspect any portion of the Property without notice, provided that the Land Owner shall have made reasonable efforts to give advance notice to Home Owner. Prior to Closing, and throughout the term of this Lease, the Land Owner may provide, make available, or cause to be provided or made available, and the Home Owner shall participate in, housing counseling and related support services.

4.7 [INTENTIONALLY OMITTED]

4.8 Home Owner's Right to Peaceful Enjoyment. Except as provided herein, Home Owner has the right to undisturbed enjoyment of the Land, and Land Owner has no desire or intention to interfere with the personal lives, associations, expressions, or actions of Home Owner, subject to the terms, covenants, conditions, provisions, restrictions, liability limitations and reservations of this Lease.

4.9 Easements. Land Owner hereby grants to Home Owner (and its successors in title) (a) a blanket, non-exclusive easement for support and a blanket easement for the maintenance of structures and improvements presently situated and to be built in the future on the Land, including the Home, (b) a non-exclusive easement upon and over the Land for ingress and egress to and from the Home, and (c) a non-exclusive easement upon, over and under the Land for the installation, maintenance and operation of any and all utilities necessary to service the Home.

**ARTICLE 5  
LEASE FEE**

5.1 Lease Fee. In consideration of the possession, continued use and occupancy of the Land, Home Owner shall pay to Land Owner a monthly lease fee ("Lease Fee"). The initial Lease Fee is set forth in the Article of Specific Terms to this Lease. It is intended that the Lease Fee cover costs to the Land Owner for holding and renting the Land, and for operating its affordable housing program, including a prorated share of operating and administering all housing units which are subject to similar land leases or other affordability restrictions. Such costs may include, but are not limited to: (1) Land Owner salaries, overhead, office costs, contracted services, taxes, utilities, special assessments and any fees and costs; (2) annual real estate taxes and any other local governmental or quasi-governmental charges whatsoever applicable to the ownership or use of the Land; (3) special assessments or tax adjustments against the Land; and (4) insurance premiums for such insurance as Land Owner may from time to time carry with respect to the Land or the Home. The Lease Fee may be adjusted from time to time as described below in this Article 5.

5.2 Adjustment of Land Lease Fee.

5.2.1 The Lease Fee shall be subject to adjustment on an annual basis by Land Owner in accordance with the standards set forth in Section 5.1 above; *provided, however*, that the Lease Fee shall be adjusted annually by no more than five percent (5%) of the then current monthly Lease Fee (subject to certain exceptions as set forth herein). The Lease Fee shall be recalculated through such reasonable process as the Land Owner shall determine, and shall be determined effective as of each anniversary date of this Lease for the subsequent Lease year. Land Owner shall notify Home Owner promptly upon such recalculation of the new Lease Fee. Land Owner shall maintain in its file a certification of the amount of such recalculated Lease Fee and the method of determination thereof. Land Owner is not obligated to adjust the Lease Fee every year.

5.2.2 Land Owner may also adjust the Lease Fee to cover costs otherwise due from Home Owner hereunder, such as, for example, pursuant to Sections 6.3, 7.3, 8.10, 9.3 and 13.3 below, which adjustments shall not be subject to the above five percent (5%) annual limit on increases.

5.3 Reduction, Delay or Waiver of Lease Fee.

5.3.1 Land Owner, in its sole discretion may reduce, delay or waive entirely the Lease Fee at any time and from time to time in consideration of the personal hardship or incapacity of the Home Owner or Home Owner's general ability to pay. The waiver by Land Owner of one (1) obligation shall not be construed as a waiver of any obligation that shall subsequently come due and payable. The intent of this section is to foster continued occupancy by the Home Owner despite the occurrence of unforeseeable financial and personal hardship if that is reasonably possible.

5.3.2 In the event Home Owner believes that Home Owner's income is inadequate to permit Home Owner to pay the Lease Fee, Home Owner may request of Land Owner, in writing, relief from the Lease Fee and shall, upon the request of Land Owner, provide such financial information as Land Owner may request to permit Land Owner to determine or adjust the Lease Fee. Such information may include, but shall not be limited to, copies of Home Owner's property tax and property insurance billings, state and federal income tax returns, court orders for child support and maintenance and such

other information as Land Owner may need to verify the household income of Home Owner. Land Owner may require Home Owner to execute such authorizations and releases as Land Owner may request in order to permit Land Owner to obtain copies of filed tax returns and other documents from government, banks, employers and other authorities.

5.4 Adjustment of Lease Fee if Home No Longer Restricted for Low to Moderate Income Households. In the event that, for any reason, the provisions of Article 10 or Article 11 regarding Maximum Resale Price and Transfer of the Home are suspended or invalidated, then during such period the Lease Fee shall be increased to an amount calculated by Land Owner to equal the fair rental value of the Land for use not so restricted. The fair rental value of the Land shall be equal to thirty percent (30%) of the fair rental value of the entire Property as determined by Land Owner. In such event, Land Owner shall notify Home Owner of the amount calculated pursuant to this Section 5.4 and the Lease Fee shall be said amount from and after the date of said notification.

5.5 Adjustment of Lease Fee on Transfer of Home. Prior to any Transfer of the Home, the Land Owner may adjust the Lease Fee applicable to the new Home Owner based on the household income of the new Home Owner, or any other standards selected by Land Owner in its sole discretion. Prior to completing any Transfer of the Home, the new Home Owner must deliver a written acknowledgment of the new Lease Fee to Land Owner. Any adjustment of the Lease Fee pursuant to this Section 5.5 shall not be subject to the five percent (5%) annual limit set forth in Section 5.2 above.

5.6 Payment of Lease Fee. The Lease Fee shall be payable at Land Owner's principal address specified herein on the first day of each month of each year of the term hereof. In the event this Lease commences between any of the aforesaid payment date, a pro rata portion of the Lease Fee shall be paid for the balance of such month at the time of the execution hereof.

## **ARTICLE 6 TAXES AND ASSESSMENTS**

6.1 Taxes, Assessments and Insurance. Home Owner shall pay all taxes, assessments and insurance attributable to the Home. Home Owner shall pay such amounts directly to any mortgage lender that has a lien against the Home which is escrowing the taxes, special assessments and insurance allocable to the Home. Home Owner shall also be responsible for all taxes, assessments and insurance attributable to the Land, which amounts may be charged as a part of the Lease Fee. Home Owner shall also pay the separate utility expenses allocable to the Property.

6.2 Right to Contest Valuations and Assessments. Home Owner and Land Owner shall have the right to contest the amount or validity of any taxes relating to the Property, including any valuation of the Property for ad valorem tax purposes. Either party shall, upon written request by the other party, join in any such proceedings if such party shall reasonably determine that it shall be necessary or convenient for the other party to so join in order to prosecute such proceedings. All other costs and expenses of such proceedings shall be paid by the party requesting the participation of the other party.

6.3 Payments in Event of Delinquency. In the event that Home Owner fails to pay the taxes or other charges specified in Section 6.1 above which are not otherwise part of the Lease Fee, Land Owner may increase the Lease Fee payments in such amounts that the total sum collected will offset the cost of any delinquent and current taxes or other charges. Upon collecting any such amount, Land Owner shall timely pay the amount collected to the appropriate taxing authority, as necessary.

6.4 Proof of Compliance. Concurrently with the payment of any taxes, assessments, and charges required or permitted by the provisions of this Lease, each party shall furnish evidence satisfactory to the other documenting the payment. A photocopy of a receipt for such charges showing payment prior to the due date shall be the usual method of furnishing such evidence.

## **ARTICLE 7 IMPROVEMENTS/MAINTENANCE**

7.1 Ownership. It is agreed that although title to the Home is vested in the Home Owner, Home Owner's exercise of the rights of ownership is subject to the provisions of this Lease, including but not limited to provisions regarding the disposition of the Home by the Home Owner and the Land Owner's Option to Purchase the Home. In addition, Home Owner shall not sever or move the Home from the Land.

7.2 Construction and Alteration. Any construction in connection with the Property is subject to the following conditions: (1) all costs shall be borne and paid for by the Home Owner; (2) all construction shall be performed in a workmanlike manner and shall comply with all applicable laws, ordinances and regulations, including the requirements of local and state public health authorities; (3) all construction must be consistent with the permitted uses set forth in Article 4 above; (4) all construction must be approved in writing by the Land Owner; and (5) Home Owner shall furnish to Land Owner a copy of any plans therefor and all building permits for such construction prior to commencing construction.

7.3 Prohibition of Liens. Home Owner shall not suffer or permit any vendor's, mechanic's, laborer's, or materialman's statutory or similar lien to be filed against the Property. If any such lien is filed, then in addition to any other right or remedy available to Land Owner, Land Owner may, but shall not be obligated to, discharge the same by paying the amount in question. Home Owner in good faith and at Home Owner's expense may contest the validity of any such asserted lien, provided Home Owner has furnished a bond in an amount set by statute or otherwise sufficient to release the Property from such lien. Any amounts paid by Land Owner hereunder in respect to such liens shall be deemed to be an additional Lease Fee payable by Home Owner upon demand.

7.4 Maintenance. Home Owner shall, at Home Owner's sole expense, maintain the Property in accordance with all applicable laws, rules, ordinances, orders and regulations of all governmental agencies and entities with jurisdiction and all insurance companies insuring all or any part of the Property. Land Owner shall not be required to furnish any services or facilities, including but not limited to heat, electricity, air conditioning or water, or to make any repairs to the Land or the Home, and Home Owner hereby assumes the full and sole responsibility for providing all services or facilities.

7.5 Disposition of Home Upon Expiration of Lease Term. Upon the expiration of the term of this Lease as such term may be extended or sooner terminated in accordance with this Lease, Home Owner shall surrender the Home together with the Land to the Land Owner. Ownership of the Home shall thereupon revert to Land Owner, *provided, however*, that Land Owner shall promptly pay to Home Owner as consideration for the Home an amount equal to Maximum Resale Price calculated in accordance with Article 10 below, as of the time of reversion of ownership, less the total amount of any unpaid Lease Fee including any charges that may have been added to the Lease Fee in accordance with this Lease.

## **ARTICLE 8 FINANCING**

8.1 Permitted Mortgage(s) Only. Home Owner may mortgage, pledge, or encumber the Home and/or its leasehold interest hereunder, or any portion thereof or interest therein only pursuant to a Permitted Mortgage. A "Permitted Mortgage" shall be a mortgage, and "Permitted Mortgages" shall be mortgages, which:

8.1.1 run in favor of either: (1) an "institutional lender" such as, but not limited to, a federal, state or local housing finance agency (including, but not limited to, the Federal National Mortgage Association), a bank (including savings and loan association or insured credit union), an insurance company, a pension and/or profit-sharing fund or trust, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision; (2) a "community loan fund", or similar nonprofit lender to housing projects for low and moderate income persons (as defined by reference to the membership criteria for the National Association of Community Development Loan Funds, a nonprofit corporation with its principal office located in Philadelphia, Pennsylvania), including, but not limited to, Affordable Mortgage Solutions; or (3) Habitat or any affiliates thereof;

8.1.2 are a first lien on all or any of the Home and on the leasehold interest granted hereunder, but not on the Land ("Security");

8.1.3 provide, among other things, that in the event of a default in any of the mortgagor's obligations thereunder, the holder of the Permitted Mortgage shall notify Land Owner of such fact and Land Owner shall have the right (but shall not have the obligation), within one hundred twenty (120) days after its receipt of such notice, to cure such default in the mortgagor's name and on mortgagor's behalf, provided that current payments due the holder during such 120 day period (or such lesser time period as may have been required to cure such default) are made to the holder, and shall

further provide that said holder shall not have the right, unless such default shall not have been cured within such time, to accelerate the note secured by such Permitted Mortgage or to commence to foreclose under the Permitted Mortgage on account of such default;

8.1.4 provide, among other things, that if after such cure period the holder intends to accelerate the note secured by such Permitted Mortgage or initiate foreclosure proceedings under the Permitted Mortgage, all in accordance with this Section 8.1, the holder shall first notify Land Owner of its intention to do so and Land Owner shall have the right, but not the obligation, upon notifying the holder within thirty (30) days of receipt of said notice from said holder, to pay off the indebtedness secured by the Permitted Mortgage and to acquire the Security;

8.1.5 provide that such holder shall use reasonable efforts to sell the Security pursuant to any sale after or in lieu of foreclosure to a purchaser who is an Eligible Buyer, as defined herein; and

8.1.6 are approved in writing by Land Owner.

8.2 Land Owners Consent to Permitted Mortgage. Not less than thirty (30) days prior to the date on which Home Owner shall request Land Owner's consent to a mortgage to be effective, Home Owner shall furnish to Land Owner true and correct copies of each and every document and instrument to be executed in connection with the transaction represented by such mortgage. Notwithstanding anything to the contrary contained herein, Land Owner shall be required to consent to such mortgage only if:

8.2.1 the mortgage so submitted is a Permitted Mortgage as defined by the provisions hereof;

8.2.2 at the time of such submission and at the time proposed by Home Owner for the execution of such documents, no default under this Lease is then outstanding;

8.3.3 such Permitted Mortgage and related documentation do not contain any provisions other than provisions generally contained in mortgages used for similar transactions in the Denver, Colorado area by institutional mortgagees;

8.3.4 such Permitted Mortgage and related documentation do not contain any provisions which could be construed as rendering Land Owner or any subsequent holder of the Land Owner's interest in and to this Lease, or their respective heirs, executors, successors or assigns, personally liable for the payment of the debt evidenced by such note and Permitted Mortgage or any part thereof;

8.3.5 such Permitted Mortgage and related documentation shall contain provisions to the effect that the holder of the Permitted Mortgage ("Permitted Mortgagee") shall not look to Land Owner or Land Owner's interest in the Land, but will look solely to Home Owner, the leasehold estate created hereby and the Home for the payment of the debt secured thereby or any part thereof (it is the intention of the parties hereto that Land Owner's consent to such Permitted Mortgage shall be without any liability on the part of Land Owner for any deficiency judgment);

8.3.6 such Permitted Mortgage and related documentation provide that in the event any part of the Security is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over to the holder of the Permitted Mortgage in accordance with the provision of Article 9 hereof; and

8.3.7 nothing contained in such Permitted Mortgage or related documentation obligates Land Owner to execute an assignment of the Lease Fee or other rent payable by Home Owner under the terms of this Lease.

8.4 Rights of Permitted Mortgagee. Any Permitted Mortgagee shall, without requirement of consent by the Land Owner, have the right, but not the obligation, to:

8.4.1 cure any default under this Lease and perform any obligation required hereunder, such cure or performance by a Permitted Mortgagee being effective as if the same had been undertaken and performed by Home Owner;

8.4.2 acquire and convey, assign, transfer and exercise any right, remedy or privilege granted to Home Owner by this Lease or otherwise by law, subject to the provisions, if any, in said Permitted Mortgage which may limit any exercise of any such right, remedy or privilege; and

8.4.3 rely upon and enforce any provisions of this Lease to the extent that such provisions are for the benefit of a Permitted Mortgagee.

Permitted Mortgagee shall not, as a condition to the exercise of its rights hereunder, be required to assume personal liability for the payment and performance of the obligations of the Home Owner hereunder. Any such payment or performance or other act by Permitted Mortgagee hereunder shall not be construed as an agreement by Permitted Mortgagee to assume such personal liability except to the extent Permitted Mortgagee actually takes possession of the Security. In the event Permitted Mortgagee does take possession of the Security and thereupon transfers the Security, any such transferee shall be required to enter into a written agreement assuming such personal liability and, upon any such assumption, the Permitted Mortgagee shall automatically be released from personal liability hereunder.

In the event that title to the estates of both Land Owner and Home Owner shall be acquired at any time by the same person or persons, no merger of said estates shall occur without the prior written declaration of merger by Permitted Mortgagee, so long as Permitted Mortgagee owns any interest in the Security or in said mortgage. In the event that the estate of Land Owner is owned at any time by Home Owner (regardless of a merger), or by any person in which Home Owner has a direct or indirect interest, Permitted Mortgagee shall not be obligated to cure any default of Home Owner hereunder as condition to the forbearance by Land Owner in the exercise of Land Owner's remedies as herein provided.

8.5. Approval of Amendments. Any amendments to this Lease shall be subject to the written approval of Permitted Mortgagee, which approval shall not be unreasonably withheld or delayed. The passage of thirty (30) days after submittal to Permitted Mortgagee of a proposed amendment without approval or disapproval by Permitted Mortgagee shall be deemed approval thereof. Notwithstanding the foregoing, adjustment of the Lease Fee pursuant to Article 5, adjustment of the amount of insurance required pursuant to Article 9, amendments to conform to local or state law, amendments to correct technical errors, and amendments made from time to time to the Land Owner's Affordable Housing Guidelines shall not require the written approval of the Permitted Mortgagee.

8.6 New Lease To Permitted Mortgagee. If this Lease is terminated for any reason, or in the event of the rejection or disaffirmance of the Lease pursuant to bankruptcy law or other law affecting creditors' rights, Land Owner shall enter into a new lease of the Land with the Permitted Mortgagee (or with any party designated by the Permitted Mortgagee, which party is subject to the Land Owner's approval, and which approval shall not be unreasonably withheld), not more than thirty (30) days after the request of the Permitted Mortgagee. Such lease shall be for the remainder of the term of this Lease, effective as of the date of such termination, rejection or disaffirmance, and upon all the terms and provisions contained in this Lease. However, the Permitted Mortgagee shall make a written request to Land Owner for such new lease within sixty (60) days after the effective date of such termination, rejection or disaffirmance, as the case may be. Such written request shall be accompanied by a copy of such new lease, duly executed and acknowledged by the Permitted Mortgagee or the party designated by the Permitted Mortgagee to be the Home Owner thereunder, and the Permitted Mortgagee shall have cured all defaults under the Lease which can be cured by the payment of money. Any new lease made pursuant to this Section 8.6 shall have the same priority with respect to other interests in the Land as this Lease. The provisions of this Section 8.6 shall survive the termination, rejection or disaffirmance of this Lease and shall continue in full effect thereafter to the same extent as if this Section 8.6 were independent and an independent contract made by Land Owner, Home Owner and the Permitted Mortgagee.

8.7 No Termination as to Permitted Mortgagee During Foreclosure. The Land Owner shall have no right to terminate this Lease as to the Permitted Mortgagee during such time as the Permitted Mortgagee has commenced foreclosure in accordance with the provisions hereof and is diligently pursuing the same. However, the Land Owner shall be entitled to pursue any and all claims and remedies it may have against the Home Owner, including, without limitation, termination of Lease as to the Home Owner, or termination of the Home Owner's right of possession.

8.8 Provisions Subject To Foreclosure. In the event of the Transfer of title to a Permitted Mortgagee by way of foreclosure or a deed in lieu of foreclosure in accordance with the provisions hereof, at the election of the Permitted Mortgagee, delivered in writing to Land Owner, the provisions in Article 10 and Article 11 hereof shall be deleted and thereupon shall be of no further force or effect as to only so much of the Security so foreclosed upon or transferred.

8.9 Notice. Whenever in this Article 8 notice is to be given to Permitted Mortgagee, such notice shall be given in the manner set forth in Section 17.1 hereof to the Permitted Mortgagee at the address which has been given by the Permitted Mortgagee to Land Owner by a written notice to Land Owner sent in the manner set forth in said Section 17.1 hereof.

8.10 Costs of Permitted Mortgage. Home Owner shall pay to Land Owner at Land Owner's option, as additional rent hereunder, all fees, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Land Owner in connection with any Permitted Mortgage.

8.11 Land Owner's Right To Proceeds in Excess of Maximum Resale Price. The parties recognize that it would be contrary to the fundamental concept of this Lease and an incentive to abuse Home Owner's authorization to encumber its leasehold interest with a Permitted Mortgage if Home Owner could realize more than the Maximum Resale Price as the result of any foreclosure of any mortgage. Accordingly, Home Owner hereby irrevocably assigns to Land Owner any and all net proceeds of sale of the Home remaining after payment of costs of foreclosure and satisfaction of the lien of any Permitted Mortgagee which would otherwise have been payable to Home Owner, to the extent such net proceeds exceed the net proceeds that Home Owner would have received had the Home been sold for the Maximum Resale Price established in Article 10 of this Lease, and authorizes and instructs the Permitted Mortgagee or any party conducting any sale to pay the amount of said excess proceeds directly to Land Owner. In the event that, for any reason, such excess proceeds are paid to Home Owner, Home Owner hereby agrees to promptly pay the amount of such excess proceeds to Land Owner.

## **ARTICLE 9 LIABILITY, INSURANCE, DAMAGE AND DESTRUCTION, EMINENT DOMAIN**

9.1 Home Owner's Liability. Home Owner assumes sole responsibility and liability to any and all persons and authorities related to its possession, occupancy and use of the Property.

9.2 Indemnification of Land Owner. Home Owner, unless Home Owner is HUD, shall defend, indemnify and hold Land Owner harmless against all liability and claims of liability for damage or injury to person or property from any cause on or about the Property, including without limitation damages and injuries relating in any manner to construction defects and soil conditions. Home Owner waives all claims against Land Owner for damage or injury to person or property on or about the Property arising, or asserted to have arisen, on or about the Land from any cause whatsoever, including without limitation damages and injuries relating in any manner to construction defects and soil conditions. Notwithstanding the foregoing two sentences, Land Owner shall remain liable (and Home Owner shall not indemnify and defend Land Owner against or waive such claims of liability) for damage or injury due to the grossly negligent or intentional acts or omissions of Land Owner or Land Owner's agents or employees.

9.3 Payment by Land Owner. In the event Land Owner shall be required to pay any sum whatsoever which is Home Owner's responsibility or liability, Home Owner shall reimburse the Land Owner therefor and for reasonable expenses caused thereby, including attorneys' fees.

9.4 Insurance. Home Owner, unless Home Owner is HUD, shall at Home Owner's sole expense keep the Home continuously insured against loss or damage by fire and the extended coverage hazards for the full replacement cost of the Home.

9.4.1 Home Owner, unless Home Owner is HUD, shall at Home Owner's sole expense, maintain continuously in effect bodily injury liability insurance covering the Property in amounts not less than Three Hundred Thousand and No/100 Dollars (\$300,000). The dollar amount of each such coverage shall be adjusted at least every two (2) years from the date hereof, or upon Land Owner's demand given not more often than annually upon thirty (30) days' notice to Home Owner. This adjustment shall be equal to the percentage of change (positive or negative) over the period since the last adjustment in the CPI-U. Such index is maintained by the Office of Prices and Living



Conditions of the Bureau of Labor Statistics, of the U.S. Department of Labor. Such insurance shall specifically insure Home Owner against all liability described herein, as well as all liability imposed by law, and shall also insure Land Owner as an additional insured or loss payee so as to create the same liability on the part of insurer as though separate policies had been written for Land Owner and Home Owner.

9.4.2 Home Owner shall provide Land Owner with copies of all insurance policies and renewals thereof. All policies shall also contain endorsements providing that they shall not be canceled, reduced in amount or coverage or otherwise modified by the insurance carrier involved with less than thirty (30) days prior written notice being given to Land Owner. Land Owner shall be entitled to participate in the settlement or adjustment of any losses covered by such policies of insurance.

9.5 Damage or Destruction. Except as provided below in this Section 9.5, in the event of fire or other casualty to the Home, Home Owner shall forthwith commence, and thereafter diligently and continuously prosecute to completion, the repair of such damage and the restoration of the Home to its condition immediately prior to such damage. All such repairs and restoration shall be completed as promptly as possible. Home Owner shall also promptly take all steps necessary to assure that the Property shall be and remain safe, and that the damaged Home not constitute a hazard or danger to persons or property from the time of the fire or other casualty.

9.5.1 In no event shall the Lease Fee be suspended or abated as a result of fire or other casualty to the Home, unless Land Owner in its sole discretion decides to do so in consideration of the personal hardship or incapacity of Home Owner.

9.5.2 The insurance proceeds shall be paid first to cover any expenses of collecting the proceeds. Remaining proceeds shall be paid to the Home Owner (or its Permitted Mortgagee to the extent required by the Permitted Mortgage) up to the then-applicable Maximum Resale Price (as of immediately prior to the damage, or as close thereto as is reasonably possible) calculated according to the provisions of Article 10 below. The balance of such proceeds, if any, shall be paid to Land Owner.

9.6 Eminent Domain and Public Dedication. In the event of a taking of the Land, either in its entirety or to such extent that the Home is lost or damaged beyond repair, by reason of eminent domain or other action of public authority prior to the expiration of the term of this Lease, this Lease shall terminate as of the date Home Owner is required to give up possession of the Land and the entire amount of any award(s) paid shall be allocated between Home Owner and Land Owner according to the same order of allocation as that calculated for a casualty according to the preceding Section 9.5.

9.6.1 In the event of a taking of a portion of the Land that does not result in damage to the Home or substantial reduction in the usefulness or desirability of the Home for residential purposes, then any monetary compensation for such taking shall be allocated entirely to Land Owner.

9.6.2 In the event of a taking of a portion of the Land that results in damage to the Home only to such an extent that the Home can reasonably be restored to a residential use consistent with this Lease, the Land Owner may in its discretion allocate some or all the monetary compensation to enable Home Owner to accomplish such a restoration. Any balance remaining after or in the absence of such allocation shall be allocated as provided above for a taking of the entire Land.

9.6.3 Any and all proceedings brought by a party in connection with the claim or claims for damages as a result of any taking referred to in this Section 9.6 shall be conducted by and at the sole expense of such party. If any provision of law now or hereafter in effect shall require that said proceedings be brought by or in the name of any owner or Home Owner of the premises, such party shall join in such proceedings or permit the same to be brought in its name. Each party covenants and agrees to do any and all acts and to execute any and all documents which may be required to enable the other to maintain such proceedings. If such party required to join in the proceedings shall incur any cost or expense in connection with such proceedings, such party shall be entitled to reimbursement for the reasonable amount thereof and the same shall likewise constitute a first charge against any award.

9.7 Relocation of Home Owner. In the event of a termination of this Lease by reason of damage, casualty or taking, and so long as Home Owner was not in default under the Lease, Land Owner shall take reasonable steps to grant Home Owner a leasehold interest in another tract that it owns, if such other tract is available and Home Owner agrees to contribute any proceeds or award received by Home Owner to purchase or develop such other property and enter a lease substantially

similar to this one. In no event shall Land Owner be required to terminate the tenancy of any other Home Owner or withhold any property from development or rental so as to accommodate Home Owner, and Land Owner's failure to supply similar leasehold premises or other premises whatsoever shall not give rise to any cause of action by Home Owner against Land Owner for damages, specific performance or remedy.

## **ARTICLE 10 MAXIMUM RESALE PRICE**

10.1 Intent. It is the understanding of the parties that the terms of this Lease, and in particular of this Article 10 and the following Article 11, are intended to preserve the affordability of the Home for low to moderate-income households and expand access to home ownership opportunities for such households.

10.2 Maximum Resale Price. The Purchase Price for a Transfer of the Home to a new Home Owner, and the original principal amounts of all mortgage and deed of trust notes encumbering the Home in the aggregate, shall not be in excess of the Maximum Resale Price. For purposes of this Lease, the "Maximum Resale Price" shall mean the amount calculated in accordance with Exhibit C attached hereto. This provision shall not apply to the Transfer of a Home from the Developer to the initial Home Owner listed in the Article of Specific Terms.

10.3 No Additional Consideration. The Purchase Price for the Home shall be expressly recited in the deed or other document effecting the Transfer of the Home. A Home Owner may not permit any prospective buyer to assume any or all of the Home Owner's customary closing costs, or accept any consideration not stated in the deed or other document effecting the Transfer of the Home. If the Home is sold with furnishings or other personal property, no more than the fair market value of such personal property may be charged.

10.4 Acceptance of Offers. A Home Owner may not accept an offer or bid on his or her Home: (1) with a Purchase Price that exceeds the Maximum Resale Price; or (2) from a purchaser who is not either Land Owner or an Eligible Buyer certified as such by Land Owner.

10.5 Lease Reissue Fee. Upon any Transfer of the Home by Home Owner to an Eligible Buyer, Home Owner shall pay to Land Owner at Closing a Lease Reissue Fee as further described in Exhibit C attached hereto.

## **ARTICLE 11 TRANSFER OF HOME**

### 11.1 Transfer Only to Eligible Buyers; Exceptions.

11.1.1 Except as otherwise set forth herein, the Home may only be Transferred to Land Owner or to an Eligible Buyer who is certified as such by Land Owner.

11.1.2 The following Transfers are exempt from this Article 11, provided that the new Home Owner, other than an estate or Land Owner, shall use the Home as his or her Primary Residence:

A. A Transfer resulting from the death of a Home Owner where the Transfer is to such Home Owner's spouse, the Home Owner's children, or a member of the Home Owner's household who has resided in the Home for at least one (1) year prior to the Home Owner's death;

B. A Transfer to the Home Owner's estate following his or her death for the purpose of administering the estate and distributing the assets thereof during a limited period of time;

C. A Transfer by a Home Owner of a partial interest in the Home where the spouse of the Home Owner, a child of the Home Owner, or other member of the Home Owner's household becomes a co-owner of the Home; and

D. A Transfer resulting from a decree of dissolution of marriage or legal separation, or from a property settlement agreement incidental to such a decree, by which a spouse who is a Home Owner becomes the sole owner of the Home.

11.2 Home Owner's Notice of Intent To Sell. In the event that a Home Owner (other than Developer, it being understood and agreed that the provisions of this Article 11 shall not apply to Developer's initial sale of the Home to the Home Owner listed in the Article of Specific Terms) desires to sell or otherwise Transfer his or her Home, the Home Owner shall first deliver to Land Owner a written notice of the Home Owner's intent to sell the Home ("Notice of Intent to Sell") at least thirty (30) days prior to the Home being marketed or otherwise offered for sale or Transfer.

11.3 Appraisal. No later than ten (10) days after Land Owner's receipt of Home Owner's Notice of Intent to Sell, a market valuation of the Property ("Appraisal") shall be commissioned to be performed by a duly licensed appraiser. Land Owner shall commission and pay the cost of such Appraisal. The Appraisal shall be conducted by analysis and comparison of comparable properties as though title to the Land and the Home were held in fee simple absolute, disregarding the restrictions of this Lease on the use of the Land and the transfer of the Home. The Appraisal shall not state the values contributed by the Land and by the Home as separate amounts. Copies of the Appraisal are to be provided to both Land Owner and Home Owner.

11.4 Maximum Resale Price Calculation. The Notice of Intent to Sell shall contain such information regarding the terms and conditions of such intended sale as is required by the Land Owner's Affordable Housing Guidelines. Upon receipt by Land Owner of (1) the Home Owner's Notice of Intent to Sell, including all information required by the Land Owner's Affordable Housing Guidelines, and (2) the Appraisal, Land Owner shall promptly calculate the Maximum Resale Price and provide the Maximum Resale Price calculation to the Home Owner. The Home Owner may not execute a contract of sale without inclusion of the Maximum Resale Price as calculated by Land Owner.

11.5 Land Owner's Determination. In conjunction with Land Owner's notice to Home Owner of the Maximum Resale Price, or by separate notice to the Home Owner, but in no event later than sixty (60) days after Land Owner's receipt of the Home Owner's Notice of Intent to Sell, Land Owner shall either:

11.5.1 notify the Home Owner of its election to purchase the Home on the terms and within the time period set forth in Section 11.7 below; or

11.5.2 attempt to locate an Eligible Buyer and obtain from such Eligible Buyer a binding commitment to purchase from the Home Owner; or

11.5.3 attempt to locate an Eligible Buyer and have that Eligible Buyer contact the Home Owner to sign a binding commitment; or

11.5.4 notify the Home Owner that he or she is free to sell the Home to an Eligible Buyer at not more than the then applicable Maximum Resale Price.

11.6 Sales Contract. The selling Home Owner may accept a contract for the sale of the Home upon such terms and conditions as the selling Home Owner shall, in the selling Home Owner's discretion, deem acceptable; *provided, however*, that:

11.6.1 the Purchase Price shall not exceed the Maximum Resale Price;

11.6.2 the selling Home Owner must believe in good faith, and receive a certification from Land Owner, that the buyer is an Eligible Buyer;

11.6.3 the sales contract must provide, as express, non-waivable contract contingencies and conditions precedent to the selling Home Owner's performance thereunder, that: (1) the buyer will submit evidence that the buyer is an Eligible Buyer; and (2) the Purchase Price does not exceed the Maximum Resale Price; and

11.6.4 either: (1) Home Owner must have received Land Owner's notice that it elects not to exercise its Option to Purchase (as described in Section 11.7 below); or (2) sixty (60) days have expired from the Home Owner's Notice of Intent to Sell without Land Owner having delivered its Notice of Exercise of Option (as described in Section 11.7 below).

IF SO PROVIDED IN THE LAND OWNER'S AFFORDABLE HOUSING GUIDELINES, LAND OWNER MAY DESIGNATE THE BASIC FORM OF A RIDER TO THE

SALES CONTRACT THAT MUST BE USED BY THE HOME OWNER TO TRANSFER THE HOME.

11.7 Land Owner's Option To Purchase. Upon receipt of the Home Owner's Notice of Intent to Sell, in accordance with Section 11.2 above, Land Owner shall have the first option to purchase the Home at the Maximum Resale Price ("Option to Purchase"). If Land Owner elects to exercise this Option to Purchase, Land Owner shall notify the Home Owner of its election to purchase ("Notice of Exercise of Option") within sixty (60) days of the receipt of the Home Owner's Notice of Intent to Sell or the option shall expire. Having delivered such notice, Land Owner may either proceed to exercise the purchase option directly or may assign the purchase option to an Eligible Buyer. The purchase of the Home by Land Owner or by Land Owner's assignee shall be completed within thirty (30) days of Land Owner's Notice of Exercise of Option or the Home Owner may sell the Home as provided in Section 11.8 below. The time permitted for the completion of the purchase may be extended by mutual agreement of the Home Owner and Land Owner.

11.8 If Purchase Option Expires. If the period has expired during which Land Owner may exercise its Option to Purchase, the Home Owner may sell the Home to an Eligible Buyer for not more than the Maximum Resale Price; subject, however, to Sections 11.9 and 11.10 below.

11.9 Power of Attorney to Conduct Sale. In the event Land Owner does not exercise its Option to Purchase as set forth above, and the Home Owner (1) is not then residing in the Home, and (2) continues to hold the Home out for sale but is unable to locate an Eligible Buyer and execute a binding purchase and sale agreement within one (1) year of the delivery of the Notice of Intent to Sell, the Home Owner does hereby appoint Land Owner its attorney-in-fact to seek a buyer, negotiate a reasonable price which furthers the goals set forth herein, sell the Home, and distribute the proceeds of the sale, minus Land Owner's costs of sale and reletting and any other sums owed Land Owner by the Home Owner. In no event shall Home Owner be entitled to proceeds exceeding the Maximum Resale Price. All proceeds in excess of the Maximum Resale Price, if any, shall be distributed to Land Owner.

11.10 Right of First Refusal in Lieu of Option. If the provisions of any option rights of Land Owner set forth herein shall, for any reason, become unenforceable, Land Owner shall nevertheless have a right of first refusal to purchase the Home at the highest documented bona fide purchase price offer made to Home Owner. Such right shall be as specified in Exhibit D attached hereto (Right of First Refusal). Any Transfer contrary to this Section 11.10, when applicable, shall be null and void.

11.11 Lease Assignment. Upon the Transfer of title to the Home, as evidenced by the recordation of a deed conveying title to Home, in accordance with the terms of this Lease, the transferor's leasehold interest hereunder shall be deemed transferred and assigned to the new Home Owner and the new Home Owner shall be deemed to have assumed all obligations hereunder.

ADDITIONAL TERMS AND CONDITIONS OF RE-SALE OF THE HOME, INCLUDING STANDARDS AND PROCEDURES FOR CERTIFYING ELIGIBLE BUYERS, ARE SET FORTH IN THE LAND OWNER'S AFFORDABLE HOUSING GUIDELINES, AS AMENDED BY LAND OWNER FROM TIME TO TIME.

**ARTICLE 12  
ASSIGNMENT AND SUBLEASE**

Except as otherwise provided in Article 8 regarding Permitted Mortgages and Article 11 regarding Transfers, Home Owner shall not assign, sublease, sell or otherwise convey any of the Home Owner's rights under this Lease without the prior written consent of the Land Owner. Home Owner agrees that Land Owner shall have broad and full discretion to withhold such consent in order to further the mutual purposes and goals set forth herein. If permission is granted, any assignment or sublease shall be subject to the following conditions:

12.1 any such assignment or sublease shall be subject to all of the terms and provisions of this Lease; and

12.2 in the case of a sublease, the rental or occupancy fee charged the sublessee shall not be more than that amount charged the Home Owner by the Land Owner, plus an amount approved by Land Owner to cover costs to Home Owner for the Home; and

12.3 in the case of an assignment, the total consideration for such assignment and the related

Transfer of the Home shall not exceed the Maximum Resale Price as calculated in accordance with Article 10 (and Exhibit C) hereof; and

12.4 any assignee or sublessee must satisfy such income and other qualifications as may be chosen by Land Owner in its absolute discretion.

### **ARTICLE 13 DEFAULT**

13.1 Events of Default: Each of the following shall be an Event of Default:

13.1.1 Default in Payment of Amounts Due Under Lease. If Home Owner shall fail to pay when due the Lease Fee, or other charges due under this Lease, within thirty (30) days after such fees and charges are due, and such default is not cured by any Permitted Mortgagee within thirty (30) days after notice from Land Owner to such Permitted Mortgagee of Home Owner's failure to cure such default within the initial thirty (30)-day grace period; or

13.1.2 Default in Payment of Amounts Due Under Permitted Mortgages and Other Obligations. If Home Owner shall fail to cure any default under any Permitted Mortgage or other liens and encumbrances against the Property within thirty (30) days of written demand by Land Owner; or

13.1.3 Other Defaults Under Lease. If Home Owner shall fail to perform or observe any other term or condition in this Lease, and such failure is not cured by Home Owner or a Permitted Mortgagee within sixty (60) days after notice thereof from Land Owner to Home Owner and such Permitted Mortgagee; *provided, however*, in the case where the Home Owner or Permitted Mortgagee has commenced to cure such default within such sixty (60) day period and is continuing such cure with all due diligence but cannot by the exercise of due diligence cure such default within such period, such period shall be extended for an additional thirty (30)-day period to complete such cure; or

13.1.4 Bankruptcy or Insolvency. If the estate hereby created shall be taken on execution or by other process of law, or if Home Owner shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Home Owner for the benefit of creditors, or if a receiver, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Home Owner's affairs or property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Home Owner under any provisions of the Bankruptcy Act now or hereafter enacted, or if Home Owner shall file a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts.

13.2 Arbitration of Default. If Home Owner, after receipt of notice from Land Owner, contends that it is not in default under this Lease, it may seek arbitration of the matter pursuant to Article 14 of this Lease.

13.3 Right to Enforce/Remedies. There is hereby reserved to Land Owner the right to enforce this Lease, including any and all remedies available at law or in equity for breach of this Lease or any of its terms, including, but not limited to: (1) damages, including damages resulting from the sale of the Home in violation of this Lease, which damages are deemed to include, without limitation, the proceeds of the sale that exceed the Maximum Resale Price applicable to the Home at the time of sale, and the Lease Reissue Fee; (2) specific performance of the terms of this Lease; (3) an injunction (including an injunction to prohibit a sale of the Home in violation of this Lease); (4) prohibiting the Home Owner from retaining rental proceeds; (5) damages in such amounts as are necessary to reimburse Land Owner for its enforcement costs, including reasonable attorneys' fees; and (6) requiring the Home Owner to repay with reasonable interest, any assistance received in connection with the purchase of the Home.

13.3.1 In addition, in the Event of Default in the payment of any Lease Fee, and notwithstanding any other limitations in this Lease regarding an increase in the Lease Fee, Home Owner's monthly Lease Fee shall increase by fifty percent (50%) of the amount provided hereunder, until such time as such default has been cured to the reasonable satisfaction of Land Owner.

13.3.2 In addition, upon an Event of Default, Land Owner may, immediately or at any time thereafter, terminate this Lease and initiate summary proceedings against Home Owner. Pursuant

to such proceedings, without demand or notice, Land Owner may enter into and upon the Land or any part thereof in the name of the whole and repossess the same, and expel Home Owner and those claiming through or under Home Owner and remove its or their effects without being guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant. Land Owner shall not by re-entry or any other act be deemed to have terminated this Lease, or the liability of Home Owner for the total Lease Fee and other costs reserved hereunder or for any installment thereof then due or thereafter accruing, unless Land Owner notifies Home Owner in writing that Land Owner has so elected to terminate this Lease. If this Lease is terminated by Land Owner, or if Land Owner re-enters the Land pursuant to any Event of Default, the Home Owner agrees to pay and be liable for any unpaid Lease Fee, damages which may be due or sustained prior to or in connection with such termination or re-entry, and all reasonable costs, fees and expenses (including, without limitation, reasonable attorneys' fees) incurred by Land Owner in pursuit of its remedies under this Lease.

13.3.3 No remedy herein or otherwise conferred upon or reserved to Land Owner shall be considered to exclude or suspend any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Land Owner may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

13.3.4 No delay or omission of Land Owner to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant.

13.3.5 The costs assessed against the Home Owner, including the costs incurred by Land Owner (including reasonable attorneys' fees), for any violation or breach of this Lease may be assessed against the proceeds of the sale of the Home. In the event of any arbitration or litigation (which litigation shall be permitted only in the event that HUD is the Home Owner) involving Land Owner and any other party with respect to any or all provisions of this Lease, Land Owner shall be entitled to recover damages and costs, including reasonable attorneys' fees, if it prevails. Land Owner may elect to assign its rights to pursue any or all remedies hereunder to the City of Denver, Colorado (or an agency thereof) by written instrument agreed to and executed by Land Owner and the City of Denver, Colorado (or an agency thereof).

13.4 Land Owner's Default. Land Owner shall in no event be in default in the performance of any of Land Owner's obligations hereunder unless and until Land Owner shall have failed to perform such obligations for sixty (60) days, or such additional time as is reasonably required to correct any default, after notice by Home Owner to Land Owner properly specifying wherein Land Owner has failed to perform any such obligation.

## **ARTICLE 14 ARBITRATION**

14.1 Arbitration Process. Should any grievance or dispute arise between Land Owner and Home Owner concerning the terms of this Lease that cannot be resolved by normal interaction, or, if mutually agreed, by mediation, the following arbitration procedure shall be used, provided, however, that the following arbitration procedure shall not be used if the Home Owner is HUD:

14.1.1 Land Owner or Home Owner shall notify the other by written notice of its selection of a disinterested arbitrator. Within fifteen (15) days of the receipt of this written notice, the other party may by written notice to the initiator of the arbitration process appoint a disinterested arbitrator of its own choice. These two (2) arbitrators shall select a third arbitrator. If the other party fails to timely name an arbitrator in response to the receiving of the written notice from the initiator, the arbitrator selected by the initiator shall be the sole arbitrator.

14.1.2 The arbitrator or arbitrators shall hold a hearing within thirty (30) days after the initial written notice by the initiator of the arbitration process. At the hearing Land Owner and Home Owner shall have an opportunity to present evidence and question witnesses in the presence of each other.

14.1.3 As soon as reasonably possible, and in no event later than fifteen (15) days after

the hearing, the arbitration panel shall make a written report to the Land Owner and Home Owner of its findings and decisions, including a personal statement by each arbitrator of his/her decision and the reasons for it. The arbitrators shall decide the dispute or claim in accordance with the substantive law of the jurisdiction and what is just and equitable under the circumstances. The decisions and awards of the majority of the arbitration panel shall be binding and final between the Land Owner and Home Owner, may be filed with any court of competent jurisdiction in the City and County of Denver in accordance with applicable law and judgment obtained thereon, and execution may issue.

14.2 Cost of Arbitration. The cost of the arbitration, including arbitrators' fees and costs, shall be paid by the non-prevailing party.

## **ARTICLE 15 RIGHTS ON TERMINATION OF LAND OWNER OR ON ASSIGNMENT OF LAND OWNER'S INTEREST IN LEASE**

In the event that the Land Owner is dissolved by a vote of its directors and winds up its affairs in accordance with the then-applicable laws of the State of Colorado, the Land shall be disposed of as follows:

15.1 Disposition of Land Subject to Reversion Agreements. The Land which is required to be reconveyed to any donor, lender or other party on the termination of the Land Owner shall be conveyed to such party, provided that such party shall continue to hold the Land subject to the terms and conditions of this Lease.

15.2 Disposition of Remaining Property. All remaining Land shall be transferred and sold at the then-combined fair market value of the Land, subject to this Lease and any other encumbrances and to repayment of any existing indebtedness with respect to the Land. In the event that any Home Owner is unable to obtain suitable financing for the purchase of the Land, the Land Owner, or its officers or directors acting on behalf of the Land Owner in the winding up of its affairs, shall offer the Land for sale, subject to the then-existing leasehold interest of the Home Owner. Any amounts collected in connection with the sale of the Land, after payment in full of all mortgages or other indebtedness encumbering the Land, shall be distributed only to an exempt organization described in Section 501(c)(3) of the Internal Revenue Code, as amended, which organization has as its primary purpose the promotion of affordable housing which organization also qualifies as a 501(c)(3) organization under the then-existing provisions of the Internal Revenue Code, as amended.

15.3 Change of Land Owner; Home Owner's Right to Purchase. In the event that ownership of or title to the Land is conveyed or transferred (whether voluntarily or involuntarily) by the Land Owner to any other person or entity, this Lease shall not cease, but shall remain binding and unaffected. However, in the event the Land Owner desires or attempts to sell, convey or otherwise transfer the Land to any person or entity other than to a Qualifying Exempt Transferee of the Land (or as security for a mortgage loan), the Home Owner shall have a right of first refusal to purchase the Land. This right shall be as specified in Exhibit D (Right of First Refusal) attached hereto, construed appropriately to be applicable to such a transfer by Land Owner. Any sale or other transfer contrary to this Section 15.3 shall be null and void.

## **ARTICLE 16 EXTENSION OF LEASE TERM**

The term of this Lease shall be automatically renewed for a new ninety-nine (99)-year term commencing upon the 60<sup>th</sup> anniversary date of the recordation of this Lease, unless Land Owner elects, in its sole discretion, not to so extend the lease term by recording a notice of such election prior to such 60<sup>th</sup> anniversary date in the real estate records of the City and County of Denver, Colorado and delivering a copy of such notice to Home Owner. In the event that this Lease is so renewed, then the term of this Lease shall subsequently renew for consecutive ninety-nine (99)-year terms each commencing on the 60<sup>th</sup> anniversary date of the prior renewal, unless Land Owner elects, in its sole discretion, not to so extend the lease term by recording a notice of such election prior to the then applicable 60<sup>th</sup> anniversary date in the real estate records of the City and County of Denver, Colorado and delivering a copy of such notice to Home Owner.

## **ARTICLE 17 GENERAL PROVISIONS**

17.1 Notices. Whenever this Lease requires either party to give notice to the other, the notice

shall be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, to the party at the address set forth in the Article of Specific Terms to this Lease. All notices, demands and requests shall be effective three (3) days after being deposited in the United States Mail postage pre-paid, with the postmark being dispositive as to the date of deposit, or in the case of personal delivery, upon actual receipt.

17.2 No Brokerage. Home Owner warrants and represents that it has not dealt with any broker in connection with the consummation of this Lease. This warranty and representation does not apply to Home Owner's dealings with brokers in connection with the purchase of the Home.

17.3 Severability and Duration. If any clause, article, section, paragraph, or subparagraph of this Lease shall be unenforceable or invalid, such material shall be read out of this Lease and shall not affect the validity of any other clause, article, section, paragraph or subparagraph, or give rise to any cause of action of either party to this Lease against the other, and the remainder of this Lease shall be valid and enforced to the fullest extent permitted by law. It is the intention of the parties that their respective options to purchase and all other rights and options hereunder shall continue in full force and effect for the duration of the term of this Lease and any renewal or extension thereof, and such options and other rights shall be considered to be coupled with an interest. In the event any such option or right shall be construed to be subject to any rule of law limiting the duration thereof, the time period for the exercising of such option or right shall be construed to expire twenty (20) years after the death of the last survivor of the following persons: The issue of any member of the Board of Directors of Habitat living as of the date of this Lease.

17.4 Waiver. The waiver by Land Owner of, or the failure of Land Owner to take action with respect to, any breach of any term, covenant, condition, provision, restriction, or reservation herein contained shall not be deemed to be a waiver of such term, covenant, condition, provision, restriction, or reservation or subsequent breach of same, or of any other term, covenant, condition, provision, restriction, or reservation herein contained. Land Owner may grant waivers in the terms of this Lease, but such waivers must be in writing and signed by Land Owner before being effective. The subsequent acceptance of Lease Fee payments hereunder by Land Owner shall not be deemed to be a waiver of any preceding breach by Home Owner of any term, covenant, condition, provision, restriction, or reservation of this Lease, other than the failure of the Home Owner to pay the particular Lease Fee so accepted, regardless of Land Owner's knowledge of such preceding breach at the time of acceptance of such Lease Fee payment.

17.5 Land Owner's Right to Prosecute or Defend. Except in the event that the Home Owner is HUD, Land Owner shall have the right, but shall be under no duty or obligation, to co-prosecute or defend, in its own or in the Home Owner's name, any actions or proceedings appropriate or necessary to the protection of its title to, and Home Owner's perpetual occupancy, use and possession of, or interest in the Land. Whenever requested by Land Owner, Home Owner shall give Land Owner all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding.

17.6 Construction and Interpretation. This Lease shall be interpreted in a manner so as to give effect to the rights and remedies provided herein. In particular, this Lease shall be interpreted to further the interest of the Land Owner in preserving the Land and Home for low to moderate income residents by avoiding, wherever possible, the foreclosure of the Land or Home and the conveyance of such Land or Home, pursuant to such foreclosure proceedings to residents other than residents of low to moderate income households. Therefore, subject to the express rights of Permitted Mortgagees set forth in this Lease, this Lease shall be interpreted to permit termination of this Lease in those circumstances where termination of this Lease is appropriate or necessary to protect against the possibility of the transfer of the Land or Home to non-low to moderate income residents. Whenever in this Lease a pronoun is used it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand.

17.7 Captions. The captions appearing in this Lease are for convenience only, are not a part of this Lease and do not in any way limit or amplify the terms, covenants, conditions, provisions, restrictions or reservations of this Lease.

17.8 Parties Bound. This Lease sets forth the entire agreement between the parties hereto with respect to the leasing of the Land; it is binding upon and inures to the benefit of the parties hereto and, in accordance with the provisions hereof, their respective successors in interest. This Lease may



be altered or amended only by written notice executed by the parties hereto or their legal representatives or, in accordance with the provisions hereof, their successors in interest.

17.9 Governing Law. Except to the extent that federal law applies in the event that the Home Owner is HUD, this Lease shall be interpreted in accordance with and governed by the laws of the State of Colorado. The language in all parts of this Lease shall be, in all cases, construed according to its fair meaning and not strictly for or against Land Owner or Home Owner.

17.10 Recording. The parties agree, as an alternative to the recordation of this Lease, to execute a Memorandum of Lease in a form recordable and complying with applicable law and reasonably satisfactory to Land Owner's attorneys and to Permitted Mortgagees. In no event shall such document set forth the Lease Fee or other charges payable by Home Owner under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease.

17.11 Exhibits and Riders. The following Exhibits and Riders are attached hereto and incorporated herein by this reference:

***Exhibits:***

- A. Definitions
- B. Home Owner's Letter
- C. Maximum Resale Price
- D. Right of First Refusal
- E. Legal Description of the Home and the Land

***Riders:***

- 1. HUD/FHA Insured Mortgages Rider
- 2. FNMA Community Land Trust Land Lease Rider. **This Rider shall be, and is applicable only when, separately executed and recorded in conjunction with the recordation of a FNMA mortgage against the Home.**

**SIGNATURES**

**IN WITNESS WHEREOF**, the parties hereby agree that the specific terms set forth in the Article of Specific Terms and Signature Pages constitute a material part of this Lease and have executed this Lease on the day and year set forth below.

**LAND OWNER:**

Colorado Community Land Trust-Denver LLC, a Colorado limited liability company

By: Habitat for Humanity of Metro Denver, Inc., a Colorado nonprofit corporation, its Manager

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF COLORADO )  
 ) SS.  
CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, \_\_\_\_\_ as \_\_\_\_\_ of Habitat for Humanity of Metro Denver, Inc., a Colorado nonprofit corporation as Manager of Colorado Community Land Trust-Denver LLC, a Colorado limited liability company.

My commission expires: \_\_\_\_\_.

WITNESS my hand and official seal. \_\_\_\_\_  
Notary Public

**HOME OWNER:**

\_\_\_\_\_  
signature

\_\_\_\_\_  
printed name

\_\_\_\_\_  
signature

\_\_\_\_\_  
printed name

STATE OF COLORADO                    )  
  ) SS.  
CITY AND COUNTY OF DENVER        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_  
\_\_\_\_\_.

My commission expires: \_\_\_\_\_.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**Definitions**

**“Area Median Income or AMI”** shall mean the area median income for single persons and households of various sizes as reported by HUD or by any successor United States Government department, agency, or instrumentality, for the metropolitan statistical area which includes Denver, Colorado.

**“Closing”** shall mean the transfer of title of the Home to a Home Owner.

**“Code”** shall mean the Internal Revenue Code of 1986, as amended.

**“CPI-U”** shall mean the most recent United States Department of Labor (Bureau of Labor Statistics) Consumer Price Index for All Urban Consumers for the consolidated metropolitan statistical area that includes Denver, Colorado. In the event that the CPI-U is substantially changed, re-named, or abandoned by the United States Government, then in its place shall be substituted the index established by the United States Government that most closely resembles the CPI-U.

**“Developer”** shall mean Habitat for Humanity of Metro Denver, Inc., a Colorado nonprofit corporation

**“Eligible Buyer”** shall mean a natural person (1) whose Income (as defined below) is at or below eighty percent (80%) of Area Median Income (or at or below such other percentage of AMI as set forth in Land Owner's Affordable Housing Guidelines) at the time of purchasing the Home, and (2) who is certified in writing by Land Owner to be qualified to buy the Home in accordance with the additional qualifications, standards, and procedures then in effect under relevant provisions of Land Owner's Affordable Housing Guidelines (as defined below).

**“Event of Default”** shall mean those events of default set forth in Article 13 of this Lease.

**“Home”** shall mean all improvements located on the Land and described on Exhibit E, and any and all additional structures, fixtures and other improvements purchased by the Home Owner or constructed or placed by the Home Owner upon any part of the Land at any time during the term of this Lease.

**“HUD”** shall mean the United States Department of Housing and Urban Development.

**“Income”** shall mean the household income of a Home Owner or prospective Eligible Buyer and shall include all income from whatever source by any member of the household over the age of eighteen (18), including:

- (1) All wages and salaries;
- (2) The net income from being self-employed, including rental income;
- (3) Assistance payments from Federal or Federally aided public assistance programs, such as Supplemental Security Income (SSD or Aid to Families with Dependent Children (AFDC), General Assistance (GA) programs, or other assistance programs based on need;
- (4) Annuities; pensions; retirement; veterans or disability benefits; worker's or unemployment compensation; old-age, survivors, or social security benefits; strike benefits; foster care payments for children or adults;
- (5) Child support or alimony payments made directly to the household from non-household members;
- (6) Payments from government-sponsored programs, dividends, interest, royalties, and all other direct money payments from any source which can be construed to be a gain or benefit.

Only the following items shall be excluded from Income:

- (1) Gifts;
- (2) Loans, including loans from private individuals as well as commercial institutions;
- (3) Money received in the form of a nonrecurring lump sum payment, including but not limited to, income tax refunds, rebates, or credits; retroactive lump-sum social security, SSI, public assistance, railroad retirement benefits or other payments, or retroactive

lump-sum insurance settlements; or refunds of security deposits on rental properties or utilities.

In determining Income, the number of residents in the household shall be taken into account in accordance with HUD regulations. THE STANDARDS FOR DETERMINING INCOME ARE SUBJECT TO CHANGE FROM TIME TO TIME AS SET FORTH IN THE LAND OWNER'S AFFORDABLE HOUSING GUIDELINES.

**“Land”** shall mean the parcel of real property described on Exhibit E attached hereto.

**“Land Owner”** shall mean Colorado Community Land Trust-Denver, LLC, a Colorado limited liability company, and its successors and assigns.

**“Land Owner’s Affordable Housing Guidelines” or “Guidelines”** shall mean those certain guidelines adopted by Land Owner setting forth certain requirements applicable to Home Owners regarding Eligible Buyer application, eligibility and certification standards and procedures, Maximum Resale Price determinations, resale procedures, occupancy standards, definitions of Income, dispute resolution procedures and related matters. Home Owners, other occupants of the Home and contract buyers shall have access to these Guidelines, shall review the Guidelines and shall be bound by the Guidelines. The Guidelines may be amended from time to time by Land Owner. The terms and conditions of the Guidelines are incorporated herein by this reference.

**“Primary Residence”** shall mean the residence a person occupies for a minimum of two hundred forty (240) days out of each calendar year.

**“Property”** shall mean the Home and the Land, collectively.

**“Purchase Price”** shall mean all consideration paid for the Transfer of the Home and Home Owner's interest in the Land, either at or outside of Closing, but shall not include any proration amounts, taxes, costs and expenses of obtaining financing, the fair market value of furnishings or personal property, lenders fees, title insurance fees, closing costs, inspection fees, or other normal and customary costs related to the purchase of property but not paid directly to the seller.

**“Qualifying Exempt Transferee of the Land”** shall mean a nonprofit corporation or charitable trust described in Code Section 501(c)(3), Governmental agency or other similar tax exempt entity sharing the goals and objectives set forth in the Recitals to this Lease.

**“Transfer”** shall mean any sale, assignment or transfer, voluntary or involuntary, by operation of law (whether by deed, contract of sale, gift, devise, bequest, trustee’s sale, deed in lieu of foreclosure, or otherwise) of any interest in the Home, including but not limited to, a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, a leasehold interest, or any interest evidenced by a land contract by which possession of the Home is transferred while the existing Home Owner retains title.

Buyer’s Initials \_\_\_\_\_



**EXHIBIT B**  
**Home Owner's Letter**

**LETTER OF STIPULATION**

Date \_\_\_\_\_

Colorado Community Land Trust-Denver, LLC

Ladies and Gentlemen:

I anticipate purchasing the following home located on land owned by Colorado Community Land Trust-Denver, LLC ("CCLT"):

All improvements located on \_\_\_\_\_ (Property Address) \_\_\_\_\_, Denver, CO 802\_\_\_\_, City and County of Denver, State of Colorado, and subject to the Land Lease recorded on \_\_\_\_\_, 20\_\_\_\_, at Reception No. \_\_\_\_\_.

By way of this letter, I am acknowledging the following:

1. I will not own the land on which my home resides. The land has been leased to the owner of the home. I have reviewed the land lease that is recorded against the home, and CCLT's Affordable Housing Guidelines ("Guidelines"), and their terms have been explained to me.
2. I understand that the Land Lease contains certain restrictions on the occupancy and resale of the Home and that I am limited in the amount of return I can obtain on the resale of the Home.
3. I will occupy the Home as my Primary Residence, as such term is defined in the Land Lease.
4. I will be required to pay monthly lease fees for the right to have my home on the land. The amount of those lease fees, and the manner in which they can be adjusted from time to time, has been explained to me.
5. I understand that in the event my Home appreciates, the amount of appreciation which would be paid to me on any sale of the Home is limited by the terms and conditions of the Land Lease. I have reviewed and understand how much of the appreciation in the Home can be paid to me.
6. I understand that in the event my Home depreciates, I am still personally responsible to pay the mortgage on the Home.
7. I have had the opportunity to ask questions of representatives of CCLT concerning the Land Lease and Guidelines. Those questions have been answered to my satisfaction.
8. I have been advised that I am free to retain my own attorney to review the Land Lease and Guidelines, and my attorney has reviewed the documents with me, or I have waived my right to retain my own attorney.
9. I acknowledge that the initial appraised value of both the Home and the portion of the land underlying the Home has been determined to be: \$\_\_\_\_\_.00 (for purposes of the land lease).
10. I acknowledge that the initial appraised value of my Home (for purposes of the land lease) shall be 70% of the above-stated appraised value of both the Home and the Unit Parcel or \$\_\_\_\_\_.00.
11. CCLT is authorized to record this letter.
12. I agree that neither CCLT nor its Manager Habitat for Humanity of Metro Denver, Inc., a Colorado nonprofit corporation ("Habitat"), shall in any manner be liable to me or any other owner of the Home, or to any other party for the nature or quality of construction of the Home; and I hereby release CCLT and Habitat from any such liability or claims therefore.
13. I agree that neither CCLT nor Habitat shall in no manner be liable to me or any other owner of the Home, or to any other party for the actions or omissions of the Declarant under the Declaration of Party Wall Covenants, Conditions, Restrictions and Easements, if applicable; and I hereby release CCLT and Habitat from any such liability or claims therefor.
14. I authorize CCLT and Habitat, their respective agents and consultants, to consult with my lenders at any







**EXHIBIT C  
TO  
LAND LEASE  
(Maximum Resale Price)**

A. **Home Owner’s Purchase Price.** The original Home Owner hereby agrees that the total purchase price for the Home, as of the commencement of the term of this Lease, is as set forth in the Article of Specific Terms (“**Home Owner’s Purchase Price**”). The Purchase Price for subsequent Home Owners shall be as set forth in their deed to the Home.

B. **Initial Appraised Value of the Home.** The original Home Owner further agrees that the initial appraised value of the Property (valued as though the owner owned the Property in fee simple absolute) is as set forth in the Article of Specific Terms, and that the initial appraised value of the Home is seventy percent (70%) of the initial appraised value of the Property (“**Initial Appraised Value of the Home**”). The appraised value of the Property upon subsequent sales of the Home shall be the amount set forth in the Appraisal obtained pursuant to Section 11.3 of this Lease; and the Initial Appraised Value of the Home for subsequent Home Owners shall be seventy percent (70%) of said Appraisal.

C. **Appraised Value of the Home Upon Sale.** The “**Appraised Value of the Home Upon Sale**” shall be an amount equal to seventy percent (70%) of the Appraisal obtained pursuant to Section 11.3 of this Lease.

D. **Maximum Resale Price.** The “**Maximum Resale Price**” shall be determined by the formula below:

1. ***Calculation of Market Value Appreciation of the Home.*** The Appreciation in Value of the Home, for the purpose of determining the Maximum Resale Price, is calculated as follows:

- a. The **Appraised Value of the Home Upon Sale**;
- b. Less the **Initial Appraised Value of the Home** as defined above;
- c. Equals the total amount of **Appreciation in the Value of the Home** for the purposes of calculating the Maximum Resale Price.

Following is a table for calculation of the **Appreciation in Value of the Home**:

Appraised Value of the Home Upon Sale		\$	
Minus the Initial Appraised of the Home	-	\$	
Equals the Appreciation in Value of the Home	=	\$	

2. ***Calculation of Maximum Resale Price.*** The **Maximum Resale Price** shall be equal to the **LESSER** of the following:

- a. The **Limited Equity Resale Price**, calculated as follows:
  - (1) **Home Owner’s Purchase Price**; less any sales commissions paid by Home Owner at purchase;
  - (2) Plus Ten percent (10%) of the **Appreciation in the Value of the Home**, as determined above, during the first twelve (12) months that the Home Owner owns the Home, with an increase of one percent (1%) for each twelve (12) month period of ownership thereafter (for example, the amount would be 11% during months 13 to 24 of ownership and 12% during months 25 – 36 of ownership), up to a maximum of twenty percent (20%) of the **Appreciation in the Value of the Home**, as determined above;
  - (3) Plus any sales commission and **Lease Reissue Fee** (defined below) to be paid by Home Owner to resell the Home;
  - (4) Less any amount charged for **Excessive Damage**, as determined herein (unless deduction for an **Excessive Damage Charge** results in the **Limited Equity Resale Price** falling below the sum of 1, 2, and 3 above, in which case there shall not be any deduction for an **Excessive Damage Charge**);

**OR**

b. **The Appraised Value of the Home Upon Sale.**

Following is a table for calculation of the **Limited Equity Resale Price**:

- |     |   |            |
|-----|---|------------|
| (1) | <b>Home Owner's Purchase Price</b> , less any sales commissions paid by Home Owner at purchase;   | \$ _____   |
| (2) | Plus Ten percent (10%) of the <b>Appreciation in the Value of the Home</b> , as determined above, during the first twelve (12) months that the Home Owner owns the Home, with an increase of one percent (1%) for each twelve (12) month period of ownership thereafter (for example, the amount would be 11% during months 13 to 24 of ownership and 12% during months 25 – 36 of ownership), up to a maximum of twenty percent (20%) of the <b>Appreciation in the Value of the Home</b> , as determined above; | + \$ _____ |
| (3) | Plus any sales commission and <b>Lease Reissue Fees</b> to be paid by the Owner at resale, which sales commission and <b>Lease Reissue Fee</b> in the aggregate shall be limited to 7%;   | + \$ _____ |
| (4) | Minus any <b>Excessive Damage Charge</b> (unless deduction for <b>Excessive Damage Charge</b> results in a <b>Limited Equity Resale Price</b> less than the sum of 1, 2, and 3 above);  | - \$ _____ |
| (5) | Equals the Limited Equity Resale Price  | = \$ _____ |

E. **Lease Reissue Fee.** In the event that the Home is not repurchased by Land Owner, but is resold by the then current Home Owner directly to a new Home Owner, as provided under Articles 10 and 11 of this Lease, then Land Owner shall be paid at Closing out of the closing proceeds a Lease Reissue Fee. The Lease Reissue Fee shall also be payable upon certain other Transfers as specified in this Lease or in the Land Owner's Affordable Housing Guidelines. This Lease Reissue Fee shall be in an amount equal to **three percent (3%)** of the sum of (i) Home Owner's Purchase Price (less any sales commissions paid by Home Owner at purchase) plus (ii) applicable percent of Appreciation in Value of the Home, as described above.

F. **Improvements and Repairs.** Subject to the terms of this Lease, Home Owner may make additions, modifications or changes to the Home. To the extent that such additions, modifications, or changes add to the value of the Home, that value will be taken into account by the formula which determines the Maximum Resale Price as part of the appreciated value, if any, of the Home.

G. **Excessive Damage Charge.** Home Owner shall be responsible for maintaining the Home in good, safe, habitable, and workable conditions, as further provided in this Lease. At the time of calculating the Maximum Resale Price, Home Owner agrees that Land Owner shall have access to the Home and may inspect the Home, or cause it to be inspected, for the purpose of determining whether Home Owner has complied with the requirements of this Lease for maintenance and repair of the Home. If Land Owner determines, after such inspection, in its reasonable discretion, that Home Owner is not in compliance with the requirements for maintenance or repair, or that any maintenance, replacement or repairs, costing in excess of One Thousand and No/100 Dollars (\$1,000.00), will be necessary within twelve (12) months after the date of sale or Transfer, then the amount reasonably necessary to complete such repairs, replacements or maintenance, referred to as an **Excessive Damage Charge**, shall be deducted in determining the Maximum Resale Price, as further provided herein.

Buyer's Initials \_\_\_\_\_



**EXHIBIT D**  
**Right of First Refusal**

Whenever any party under this Lease shall have a right of first refusal as to certain property, the following procedures shall apply. If the owner of the property offering it for sale ("Offering Party") shall during the term of this Lease receive a bona fide third party offer to purchase the property which such Offering Party is willing to accept, the holder of the right of first refusal ("Holder") shall have the following rights:

1. Offering Party shall give written notice ("Notice") of such offer to Holder setting forth (a) the name and address of the prospective purchaser thereof, (b) the purchase price offered by the prospective purchaser, and (c) all other terms and conditions of the sale, and shall provide to the Holder a copy of the written offer from the prospective purchaser. Holder shall have a period of ninety (90) days after the receipt of the Notice containing the offer ("Election-Period") within which to elect to purchase the property on the same terms and conditions, including the purchase price set forth in the Notice. Such election shall be made by a written notice given to the Offering Party within the Election-Period.

2. If Holder makes the election to purchase the property, such purchase shall be consummated within ninety (90) days after such election shall have been made by Holder (or if the Notice shall specify a later date for closing, such date) by performance of the terms and conditions of the Notice, including payment of the purchase price provided therein.

3. Should Holder fail to make any election within the Election-Period, then the Offering Party shall have the right (subject to any other applicable restrictions in this Lease) to go forward with the sale which the Offering Party desires to accept, and to sell the property within one (1) year following the expiration of the Election-Period on terms and conditions which are not materially more favorable to the purchaser than those set forth in the Notice. If the sale is not consummated within such one (1) year period, the Offering Party's right so to sell shall end, and all of the foregoing provisions of this section shall be applied again to any future offer, all as aforesaid. If a sale is consummated within such one (1) year period, the purchaser shall purchase subject to a renewed right of first refusal in said property.

Buyer's Initials \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT E**  
**Legal Description of the Home and the Land**

**1. Legal Description of the Home.**

**Parcel 1**

Solely the **improvements** located on a portion of \_\_\_\_\_, City and County of Denver, State of Colorado, subject to this Land Lease, as amended from time to time, being more particularly described as Follows:

**Insert legal from title commitment**

City and County of Denver, State of Colorado.

also known by street and number as: \_\_\_\_\_, **Denver, CO 80**\_\_\_\_\_

**2. Legal Description of the Land.**

**Parcel 2**

The parcel of land commonly known as \_\_\_\_\_, City and County of Denver, State of Colorado, all in the records of the Clerk and Recorder of the City and County of Denver, Colorado, as amended from time to time, said Parcel being more particularly described as follows:

**Insert legal from title commitment**

EXCEPT the Improvements located thereon.

City and County of Denver, State of Colorado.

Buyer's Initials \_\_\_\_\_  
\_\_\_\_\_

## **HUD/FHA INSURED MORTGAGES RIDER**

This Rider is attached to and incorporated into, and shall be deemed to amend and supplement to the extent applicable as set forth below, that certain Land Lease by and between Colorado Community Land Trust-Denver, LLC, a Colorado limited liability company, as Land Owner (the "Land Owner") and the owner of a Home ("Home") located in the City and County of Denver, Colorado as Home Owner (the "Home Owner") as set forth in said Land Lease. The Land Lease covers certain Land located in Denver, Colorado as further described therein.

Capitalized terms not defined herein shall have the meaning provided in the Land Lease.

Land Owner and Home Owner are entering into the Land Lease in furtherance of mutual goals as set forth therein.

This Rider shall amend the Land Lease in the event, and for so long as, the Home is encumbered by a first mortgage lien insured by HUD, for the purpose of enabling the Home Owner to secure HUD financing. Each HUD-insured first mortgage encumbering the Home is referred to herein as a "Mortgage".

HUD would be unwilling to insure the Mortgage without the modifications to the Land Lease set forth herein.

With the exception of Provision (7) contained herein, the provisions of this Rider shall apply to the Land Lease as modifications thereof so long as (and only so long as) the Mortgagee and HUD have an interest in the premises related to the Mortgage, as a mortgagee or as insurer of the Mortgage or as owner of the Home Owner's interest pursuant to any sale after or in lieu of foreclosure.

(1) The Mortgagee, its successors and assignees, shall be a "Permitted Mortgagee" under the terms of the Land Lease. In the event that the Mortgage is assigned to HUD, HUD shall be a "Permitted Mortgagee" under the terms of the Land Lease.

(2) Failure of the Home Owner to occupy the premises as required by Section 4.4 of the Land Lease shall not be grounds to terminate the Land Lease, but shall entitle the Land Owner to exercise the option of purchase as described in the Land Lease.

(3) Real estate taxes and assessments applicable to the ownership or use of the Home, which Home Owner is required to pay under Article 6 of the Land Lease, shall not be paid directly to the Land Owner but shall be paid to the Mortgagee to be escrowed as provided by the Mortgage.

(4) The Lease Fee allowed under Article 5 shall not be greater than the lesser of (a) twelve percent (12%) of the valuation of the Home, or (b) the mortgage interest rate at the time of underwriting the Home, less two percent (2%), multiplied by the valuation of the Home. Land Owner shall not impose any increase in the Lease Fee for the first three (3) years after the recordation of this Land Lease, and thereafter no annual increase in the Lease Fee may be more than two percent (2%) of HUD's valuation of the Home.

(5) Sections 8.1.3, 8.1.4 and 8.1.5 of the Land Lease shall have no force or effect during the term of this Rider. However, notwithstanding the foregoing, the Land Owner shall continue to have the right to exercise its option to purchase under the Land Lease and the Land Owner and the Mortgagee agree to communicate and cooperate in efforts to deal with the circumstances of default, foreclosure and sale after or in lieu of foreclosure, insofar as such agreement does not impose a formal legal notice requirement upon the Mortgagee or HUD, except that Home Owner must provide Land Owner with written notice of an intent to deliver a deed in lieu of foreclosure at least sixty (60) days prior thereto so that Land Owner may exercise its option to purchase the mortgaged property.

In the event of a default in any of Home Owner's obligations under the Permitted Mortgage, the Home Owner agrees to immediately notify the Land Owner in writing of any such default. Regardless of when or how the Land Owner learns of such default, Permitted Mortgagee agrees that Land Owner shall have the right to cure said default within one hundred twenty (120) days of the default or, alternatively and at Land Owner election, within thirty (30) days from the date of the notice of foreclosure. Additionally, Home Owner agrees as follows:

(a) to immediately notify Land Owner in writing of any default in Mortgagor's obligations under the Permitted Mortgage;

(b) to reimburse Land Owner for all payments made by Land Owner pursuant to Land Owner's above right to cure any defaults in Home Owner's obligations under the Permitted Mortgage.

(6) In the event of a default under the Land Lease, Land Owner shall, when notice of such default is given to Home Owner as provided in the Land Lease, concurrently give notice of the default to the Permitted Mortgagee. The Permitted Mortgagee shall have the right to cure such default on behalf of the Home Owner within one hundred twenty (120) days of the date of such notice or within such further time as may be necessary for the Mortgagee to complete a foreclosure. Land Owner shall not terminate the Land Lease prior to the conclusion of this cure period.

Notwithstanding any contrary provision in the Land Lease, a violation of the restrictions on transfer contained in Article 10 or Article 11 of the Land Lease shall not be grounds for voiding a conveyance of the Home Owner's interest in the Home, or terminating the Home Owner's interest in the Home, or subjecting the Home Owner to contractual liability other than requiring repayment (at a reasonable interest rate) of assistance provided to make the property affordable as low- or moderate-income housing. The prohibition against contractual liability precludes liability for specific performance, injunctive relief or damages (except for repayment of assistance as described immediately above).

(7) In the event of the assignment of the Mortgage to HUD or foreclosure sale by a Permitted Mortgagee or the delivery of a deed to a Permitted Mortgagee in lieu of foreclosure, the provisions of Article 10, Article 11 and Article 12 as well as Section 4.4 shall be permanently deleted from the Land Lease and shall thereupon be of no further force or effect as to only so much of the security so assigned, foreclosed upon, or transferred.

(8) In the event the Home is sold by a Permitted Mortgagee through foreclosure, Home Owner shall remit to Land Owner that portion of the sales proceeds received by Home Owner after payment of all obligations to Permitted Mortgagee and costs of foreclosure, which exceeds the Maximum Resale Price that would have applied to the sale of the Home if Article 10, Article 11 and Section 4.4 of the Land Lease had continued in effect.

(9) In the event of a foreclosure or assignment in lieu of foreclosure, which results in the conveyance of the encumbered property from the Home Owner, the Permitted Mortgagee shall, before conveyance of the encumbered property to another party, first offer in writing to sell the property to the Land Owner for the full amount owing to the Permitted Mortgagee under the Permitted Mortgage, including all costs and expenses of foreclosure, to the date of closing. The Permitted Mortgagee does not have to make such an offer to purchase if it is under an obligation to convey the property to HUD/FHA within a certain time frame and is unable to obtain the approval of HUD/FHA to extend such time frame to allow for the making of the offer to the Land Owner and the completion of the Land Owner's purchase.

If the Land Owner does not agree to so purchase the encumbered property within thirty (30) days of receipt of the offer and complete the purchase within sixty (60) days of the receipt of the offer, then the Permitted Mortgagee shall be free to sell the property to another party. If the Land Owner does not exercise its right to purchase the encumbered property, the Land Owner agrees to pay to the Permitted Mortgagee its costs of holding the encumbered property for the time that the Land Owner was considering the offer, but only those costs incurred during the thirty (30) day option period.

If the Land Owner does not purchase the property upon the occurrence of a foreclosure or assignment in lieu of foreclosure, the Leasehold estate may be transferred, mortgaged, and subleased an unlimited number of times and the Land Owner shall not require a credit review or impose any other qualifying criteria on any such transferee, mortgagee or sublessee.

(10) The Land Owner's Affordable Housing Guidelines shall not be amended in such a way as to materially impact a rule or regulation governing transfer restrictions imposed by HUD, to the extent that such amendment applies to affordable housing that have first mortgages insured or held by



HUD, without first obtaining the consent of HUD. In addition, HUD shall be promptly notified of all changes to the Guidelines.

(11) In the event that only a single Home resides on the Land that is subject to this Land Lease, such that this Land Lease is not a master land lease encumbering more than one (1) Home, and title to the Home is conveyed to HUD by way of foreclosure, deed in lieu of foreclosure or assignment, HUD shall have the right to purchase the Land from Land Owner on the following terms and conditions:

(a) HUD shall deliver to Land Owner written notice ("HUD's Notice") of HUD's decision to purchase the Land within forty-five (45) days of taking title to the Home. If HUD does not timely deliver HUD's Notice, HUD shall have waived its right to purchase the Land hereunder. HUD's Notice shall set forth: (i) HUD's purchase price for the Land, which shall be a reasonable estimate of the market value of the Land; (ii) a closing date for the purchase, which shall be no later than thirty (30) days after the delivery of HUD's Notice; (iii) the name, address, phone and facsimile numbers and e-mail address of the person(s) at HUD that Land Owner may contact in connection with the purchase ("Contact Person"); and (iv) other customary terms and procedures for the closing.

(b) In the event that Land Owner objects to the purchase price set forth in HUD's Notice, Land Owner shall have fifteen (15) days from delivery of HUD's Notice to object to the purchase price set forth in HUD's Notice by delivering written notice of objection to the Contact Person. Land Owner shall then have an additional fifteen (15) days to deliver to the Contact Person a current appraisal of the Land made by an independent, licensed appraiser ("First Appraisal"). If Land Owner does not timely deliver an Objection Notice or a First Appraisal, then the purchase price set forth in HUD's Notice shall be the purchase price for the Land.

(c) HUD may object to the First Appraisal by delivering written notice to Land Owner within fifteen (15) days of delivery of the First Appraisal. In such event, HUD shall have an additional fifteen (15) days to deliver to Land Owner a second appraisal of the Land by an independent, licensed appraiser ("Second Appraisal"). If HUD does not timely deliver an objection to the First Appraisal or timely deliver a Second Appraisal, then the value set forth in the First Appraisal shall be the purchase price for the Land. If HUD timely delivers an objection to the First Appraisal and timely delivers a Second Appraisal, then the purchase price for the Land shall be the average of the First Appraisal and the Second Appraisal.

(d) In the event of a closing hereunder, all closing costs shall be paid by HUD. Title to the Land shall be conveyed by Land Owner to HUD by special warranty deed, subject to all encumbrances except monetary liens, and in an "as-is, where is" physical condition without seller representations or warranties, except warranties of title as provided in the special warranty deed.

*[end of rider]*

## Community Land Trust Ground Lease Rider

[For use with CLT ground leases substantially based on either the Institute for Community Economics or the National Community Land Trust Network model ground lease as identified in Fannie Mae's *Selling Guide*]

THIS COMMUNITY LAND TRUST GROUND LEASE RIDER (the "Rider") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and amends and supplements a certain ground lease (referred to herein as "the CLT Ground Lease") dated \_\_\_\_\_ that is by and between **Colorado Community Land Trust-Denver, LLC** as lessor (herein referred to as "the "Lessor" but may otherwise be referred to in the CLT Ground Lease as the "CLT" or "Land Owner") and \_\_\_\_\_, as lessee (herein referred to as "the "Lessee" but may otherwise be referred to in the CLT Ground Lease as "Home Owner"). This Rider shall be deemed incorporated into the CLT Ground Lease, and the CLT Ground Lease as amended by this Rider, shall hereafter be referred to as the "Lease," unless otherwise indicated.

The CLT Ground Lease is a long-term lease of the Lessor's fee interest in the land located at \_\_\_\_\_; **Denver, CO 802**\_\_\_\_, referred to herein as the "Leased Land," as improved by a residential structure or unit, referred to herein as the "Improvements." The Leased Land and the Improvements are collectively referred to herein as the "Leased Premises."

This Rider amends the CLT Ground Lease for the purpose of enabling the Lessee to obtain Fannie Mae financing in the form of a mortgage or deed of trust given this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Lessee to \_\_\_\_\_ (the "Specified Mortgage"), and the interest of the Specified Mortgagee in the Leased Premises as secured by such mortgage or deed of trust may be referred to herein as the "Leasehold Estate." The Specified Mortgage is recognized by Lessor as a "Permitted Mortgage" (or as such concept is otherwise defined) under the CLT Ground Lease, and the holder of the Specified Mortgage (the "Specified Mortgagee") is recognized as a "Permitted Mortgagee" (or as such concept is otherwise defined) under the CLT Ground Lease.

**ADDITIONAL COVENANTS.** Notwithstanding anything to the contrary contained in the CLT Ground Lease, and in addition to the covenants and agreements made in the CLT Ground Lease, the Lessor and the Lessee further covenant and agree, so long (but only so long) as the Specified Mortgagee, its successors and assigns shall have an interest in the Leased Premises, as a holder of the Specified Mortgage or as an owner of the Lessee's interest pursuant to any sale after or in lieu of foreclosure, the following provisions shall apply to the CLT Ground Lease as modifications thereof:

**A. No Assignment or Transfer.** The making of the Specified Mortgage shall not be deemed to constitute an assignment or transfer of the Lease or Leasehold Estate so as to require the Specified Mortgagee to assume the performance of any of the Lessee's obligations under the Lease.

**B. Status of the Fee Estate.** The Lessor represents and warrants that there is no existing mortgage on the fee estate, and so long as the Specified Mortgage shall remain on the Leased Premises, the Lessor and the Lessee shall not subordinate the Lease to any mortgage or lien that may hereafter be placed on the fee estate. Notwithstanding the foregoing, a state- or local-government entity ("Government Entity") may hold a prior recorded interest (represented by recorded covenants, a mortgage or deed of trust, other lien) on the fee estate **if** the Government Entity has agreed that in the event it (including its successors and assigns) succeeds to the interest of the Lessor under the Lease by any remedy available to the Government Entity by law or pursuant to its lien, the Government Entity shall recognize all the terms of the Lease and this Rider as though the Government Entity were acting as the Lessor. Such recognition must include, but is not limited to, the provisions of this Rider whereby all provisions of the Lease regarding (a) occupancy of the Leased Premises as a primary residence by the Lessee, (b) limitation on assignment of, or sublease under, the Lease, (c) the price at which the Leasehold Estate may be transferred, and (d) the income of successive transferees, assignees or successors, shall, in the event of foreclosure or assignment in lieu of foreclosure of the Specified Mortgage, be of no further force or effect with respect to such Specified Mortgagee or its successive transferees, assignees or successors. Further, in such event of the Government Entity succeeding to the interests of the Lessor, the Lessee hereby agrees to recognize the Government Entity as exercising all rights and privileges of the Government Entity as lessor under the Lease and this Rider.

Such agreement by the Government Entity may be evidenced by the agreement between the Government Entity and the Lessor under which the Government Entity's prior recorded interest is derived, or by use of a recognition agreement derived from a sample the Specified Mortgagee may obtain from Fannie Mae. Irrespective of any interest by a Government Entity, the Specified Mortgage shall constitute a first leasehold lien on the Leased Premises, and shall have priority over the Lessor's reversionary interest. If the Lessor conveys title to the Leased Land while the Specified Mortgage remains on the Leased Premises, the Lease shall remain in effect with the same priority thereto.

**C. Termination, Forfeiture and Modification of Lease.** There shall be no termination, forfeiture, or modification of the Lease, except as provided in this Rider, without the prior written consent of the Specified Mortgagee. The Lessor and Lessee shall amend the Lease from time to time as reasonably requested by the Specified Mortgagee, as long as the requested changes do not change the periodic fee, charge or payment due the Lessor for the rights accorded the Lessee under the Lease (the "Ground Lease Fee"), and do not materially or adversely affect the rights of Lessor or Lessee or their respective interests in the Leased Premises. An adjustment of the Ground Lease Fee may be made by the Lessor as provided in the Lease, without prior approval of the Specified Mortgagee, so long as written notice has been delivered to the Specified Mortgagee at least 60 days prior to the effective date of such adjustment with respect to adjustments other than those (i) that were scheduled at the time the Specified Mortgage was given, and (ii) reflecting routine, periodic updates to variable expenses such as property taxes and liability insurance premiums; provided, however, that the Specified Mortgagee shall have the right to arbitrate (as provided herein) any dispute as to an adjustment of the Ground Lease Fee.

**D. New Lease.** In the event the Lessee's interest in the Lease has been terminated, forfeited, or surrendered as provided in the Lease, and the Specified Mortgage remains outstanding, a new Lease shall automatically be created between the Lessor and the Specified Mortgagee, which Lease shall be for the remainder of the term of the Lease, with the same priority thereto, and shall be subject to the same terms of the Lease as would be applicable pursuant to Section E.1. below where the Specified Mortgagee had accelerated its note, foreclosed on the Specified Mortgage, taken an assignment in lieu of foreclosure, or exercised its other remedies for default.

**E. Mortgage Default or Foreclosure.** Subject to the following, upon the occurrence of an event of default under the Specified Mortgage (as determined by the Specified Mortgagee—an "Event of Default"), and without the consent of the Lessor, the Specified Mortgagee shall be permitted to accelerate its note, foreclose on the Specified Mortgage, take an assignment in lieu of foreclosure, or exercise its other remedies for default.

Further:

1. Upon the occurrence of an Event of Default under the Specified Mortgage, the Lessee shall immediately notify the Lessor of such Event of Default and shall submit to Lessor copies of all notices the Lessee received from the Specified Mortgagee relating thereto. The Specified Mortgagee and the Lessor shall endeavor to communicate and cooperate in efforts to deal with the circumstances of the Event of Default and the actions the parties may take relating thereto; provided, however, the Specified Mortgagee shall have no obligation to give formal legal notice of the Event of Default to the Lessor.
2. The Lessee and the Specified Mortgagee agree that the Lessor shall have the right, but not the obligation, to cure an Event of Default in the Lessee's name and on the Lessee's behalf. If such cure is not effective and continuing, nothing herein shall be construed to prevent or delay the Specified Mortgagee from its pursuit of foreclosure and any other available remedies. The Lessee shall be responsible to the Lessor for all payments made, and expenses incurred, by the Lessor in curing such default.
3. Should the Lessor not choose to cure an Event of Default as specified above, the Lessor shall nevertheless have the option to purchase from the Specified Mortgagee its interest in the Leasehold Estate on the Leased Premises for the full amount owing to the Specified Mortgagee under the Specified Mortgage as of the date of closing of the purchase, upon written notice given by the Specified Mortgagee (the "Mortgagee Option Notice") not later than 60 days following acquisition of title to the Leasehold Estate by the Specified Mortgagee by foreclosure or by an assignment in lieu of foreclosure; provided, however, the Specified Mortgagee may give such written notice following the occurrence of an Event of Default under the Specified Mortgage and prior to the completion of foreclosure proceedings. If the Lessor elects to exercise such option to purchase, the Lessor shall give written notice to the Specified Mortgagee of the Lessor's intent to purchase the Leasehold Estate (the "Lessor Option Notice") within 45 days following the Specified Mortgagee's giving of the Mortgagee Option Notice; provided, however, at the option of the Lessor, in the event the Mortgagee Option Notice is given prior to the completion of foreclosure proceedings by the Specified Mortgagee, the Lessor shall, within such 45-day period, be able to give a written notice to the Specified Mortgagee that it will delay giving the Lessor Option Notice until a date that is not later than 30 days following written notice from the Specified Mortgagee of its acquisition of title to its interest in the Leasehold Estate on the Leased Premises.

The Lessor shall complete the purchase of the Specified Mortgagee's interest in the Leasehold Estate within 60 days of giving the Lessor Option Notice. If the Lessor does not complete the purchase within the allotted 60 days, the Specified Mortgagee shall be free to sell its interest to another person or entity. Further, if the Lessor does not complete the purchase within the allotted 60 days, the Lessor agrees to pay to the Specified Mortgagee its costs of holding its interest in the Leasehold Estate from the date of the Lessor Option Notice until the expiration of such 60-day period. If the Lessor does not purchase the Specified Mortgagee's interest in the Leasehold Estate as described herein, the Leasehold Estate may be transferred, mortgaged and sublet an unlimited number of times, and the Lessor shall not require a credit review or impose other qualifying criteria on any such transferee, mortgagee or sublessee.

4. In the event of foreclosure or assignment in lieu of foreclosure, which results in the conveyance of the Leasehold Estate on the Leased Premises from the Lessee, any adjustment of the Ground Lease Fee to reflect then current fair market rental value as provided in the Lease, shall be subject to the approval of the Specified Mortgagee. The Specified Mortgagee and the Lessor shall attempt to resolve any dispute concerning such adjustment of the Ground Lease Fee, through the normal interaction of the parties, or through formal mediation as the case may warrant. If the dispute remains unresolved, the Specified Mortgagee and the Lessor shall submit the dispute as to the fair market rental value to binding arbitration.
5. In the event the Specified Mortgagee acquires title to the Leasehold Estate on the Leased Premises through foreclosure or assignment in lieu of foreclosure of the Specified Mortgage, all provisions of the Lease regarding (a) occupancy of the Leased Premises as a primary residence by the Lessee, (b) any limitation on the assignment of, or sublease under, the Lease, (c) any obligation to target certain populations in marketing the Leasehold Estate to potential transferees, (d) the price at which the Leasehold Estate on the Leased Premises may be transferred, and (e) the income of successive transferees, and their successors and assigns, shall be of no further force or effect with respect to such Specified Mortgagee or its successive transferees, assignees or successors. The foregoing sentence shall not be construed to invalidate other Lease provisions regarding permitted use of the Leased Premises. Any transfer or assignment of the Leasehold Estate encumbered by the Specified Mortgage as provided for in this paragraph shall be deemed a permitted sale, transfer or assignment of the Lease and the Leasehold Estate. Further, in such event, the Leasehold Estate may be transferred, mortgaged and sublet an unlimited number of times, and the Lessor shall not require a credit review or impose other qualifying criteria on any such transferee, mortgagee or sublessee.

**F. Lease Default.** There shall be no forfeiture or termination of the Lease except for (i) the nonpayment of amounts due under the Lease, and (ii) violation of one or more provisions of the Lease addressing the following: (a) prohibition or restrictions on the sale or transfer of the Lessee's interest (however, non-sale transfers resulting from marriage, divorce, death of a spouse, or a transfer otherwise permitted by applicable federal law, may not constitute a basis for default under the Lease, though the Lessor may require such transferee to agree to assume the transferor's obligations under the Lease), and (b) requirement that the Lessee occupy the Leased Premises as primary residence. Provided, however, such forfeiture or termination shall be subject to the Specified Mortgagee's right to cure a monetary default, or otherwise foreclose or take an assignment of the Leasehold Estate in lieu of foreclosure with respect to the Lessee's monetary or non-monetary default. Notwithstanding the foregoing, nothing herein shall be construed to require the Specified Mortgagee to cure any non-monetary default. Further, the Specified Mortgagee shall become subrogated to any and all rights of the Lessee with respect to such curing of a default. If the Lessee's default shall be cured as provided in the Lease, and the Specified Mortgagee shall discontinue its foreclosure or assignment in lieu of foreclosure proceedings, the Lease shall continue in full force and effect as if the Lessee had not defaulted. A default by the Lessee under the Lease shall constitute a default under the Specified Mortgage.

**G. Lease Default Notice.** Notwithstanding the notice requirements provided in the Lease, no default notice by the Lessor shall be deemed to have been given unless and until a copy thereof shall have been so given to the Specified Mortgagee.

**H. Insurance.** All insurance policies covering the Improvements shall by endorsement name the Specified Mortgagee as an additional insured and loss payee, and provide the Specified Mortgagee with 30 days' cancellation notice.

**I. Casualty and Condemnation.** If the Leased Premises are destroyed or taken to such an extent that the Lease is to be terminated, the insurance proceeds or condemnation award, as the case may be, shall be applied first in an amount sufficient to satisfy the Specified Mortgage. Upon the termination of the Lease as a result of a partial destruction or a condemnation of less than the entire Leased Premises, the total insurance proceeds or condemnation award, as the case may be, shall be paid to an appointed trustee, who shall first apply such insurance proceeds or condemnation award in accordance with the Specified Mortgage for restoration of the Improvements (if such trustee determines that the Improvements may reasonably be restored to a residential use consistent with the Lease), with the balance of such insurance proceeds or condemnation award to be allocated between the Lessor and Lessee as otherwise provided in the Lease. The Specified Mortgagee shall be entitled to participate in (i) the adjustment of all casualty losses and (ii) all condemnation proceedings and settlement discussions. Any insurance proceeds or condemnation award shall be applied in accordance with the Specified Mortgage. The Specified Mortgagee shall also be entitled to participate in the adjustment of the Ground Lease Fee as a result of a partial destruction or taking.

**J. Force Majeure.** The Lessee shall not be in default where performance is delayed or prevented by "Acts of God," war, civil commotion, strikes, labor disputes or the like.

**K. Easements and Alterations.** Additions to and alternations in the Improvements may be made as provided in the Lease, as long as the value of the Leased Premises is not diminished. The Lessor, as owner of the fee interest in the Leased Land, shall join in all easements, permits and applications necessary for such development of the Leased Premises as is permitted under the Lease, provided that the Lessor shall have no liability or obligation under such easement, permit or application.

**L. Arbitration.** The Specified Mortgagee shall have the right to participate in any arbitration or legal proceedings between the Lessor and the Lessee. Any arbitration proceedings shall be conducted in accordance with arbitration statutes applicable in the state where the Leased Premises are located.

**M. Merger.** If the estates of the Lessor and Lessee are at any time owned by the same person, so long as the Specified Mortgagee has any interest in the security or in the Specified Mortgage, such person shall take all necessary steps to ensure that the Specified Mortgage constitutes a first lien on the combined estate.

**N. Sublease.** There shall be no modification, cancellation, or surrender of any subleases, or prepayment of rent thereunder without the consent of the Specified Mortgagee. If the Specified Mortgagee forecloses on the Leased Premises, or takes an assignment in lieu of foreclosure, all subtenants shall attorn to such Specified Mortgagee or its assignee.

**O. Estoppel Certificate.** The Lessor shall, from time to time, with 10 days written notice from the Specified Mortgagee, certify by written instrument, duly executed and acknowledged, to such Specified Mortgagee that the Lease has not been amended, the Lease is in full force and effect, that neither party is in default thereunder, and shall certify as to the existence of any offsets, counterclaims or defenses on the part of the Lessee.

**P. Conflict.** In the event of a conflict between the terms and provisions of this Rider and the terms and provisions of the Lease, the terms and provisions of this Rider shall control.

BY SIGNING BELOW, the Lessor and the Lessee accept and agree to the terms and conditions of this Rider.

IN WITNESS WHEREOF, the parties have executed this Rider at \_\_\_\_\_, on the day and year first written above.

Colorado Community Land Trust-Denver, LLC, a Colorado limited liability company

By: Habitat for Humanity of Metro Denver, Inc., a Colorado nonprofit corporation, its Manager

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF COLORADO            )  
  ) ss.  
City and County of Denver    )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of Habitat for Humanity of Metro Denver, Inc., a Colorado nonprofit corporation as Manager of Colorado Community Land Trust-Denver, LLC, a Colorado limited liability company.

Witness my hand and official seal.  
My commission expires:

\_\_\_\_\_  
Notary Public

LESSEE:  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF COLORADO            )  
  ) ss.  
City and County of Denver    )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_.

Witness my hand and official seal.  
My commission expires:

\_\_\_\_\_  
Notary Public

**EXHIBIT C**  
**SITE PLAN (IF APPLICABLE)**

# WDRRC SINGLE FAMILY PLUS

4710 LINCOLN ST.  
DENVER, CO 80216

SF+ ADU PROTOTYPE  
MODEL D  
PROTOTYPE SUBMITTAL SET

LEGAL DESCRIPTION:  
LOTS 23-25, BLOCK 13, PLATTE FARM

ZONING: E-SU-D  
BUILDING FORM: TANDEM HOUSE, PER DZC 1.2.3.5.B  
ZONE LOT SIZE: 9,379 SF / .215 AC  
BUILDING FOOTPRINT: 591 SF  
ADU GROSS FLOOR AREA: 591 SF + 96 SF  
CONSTRUCTION TYPE: V-B

APPLICABLE CODES: 2018 IRC  
2018 IMC  
2018 IECC  
2018 IPC  
2020 NEC  
2018 DBCA  
DENVER ZONING CODE

IECC COMPLIANCE: PRESCRIPTIVE

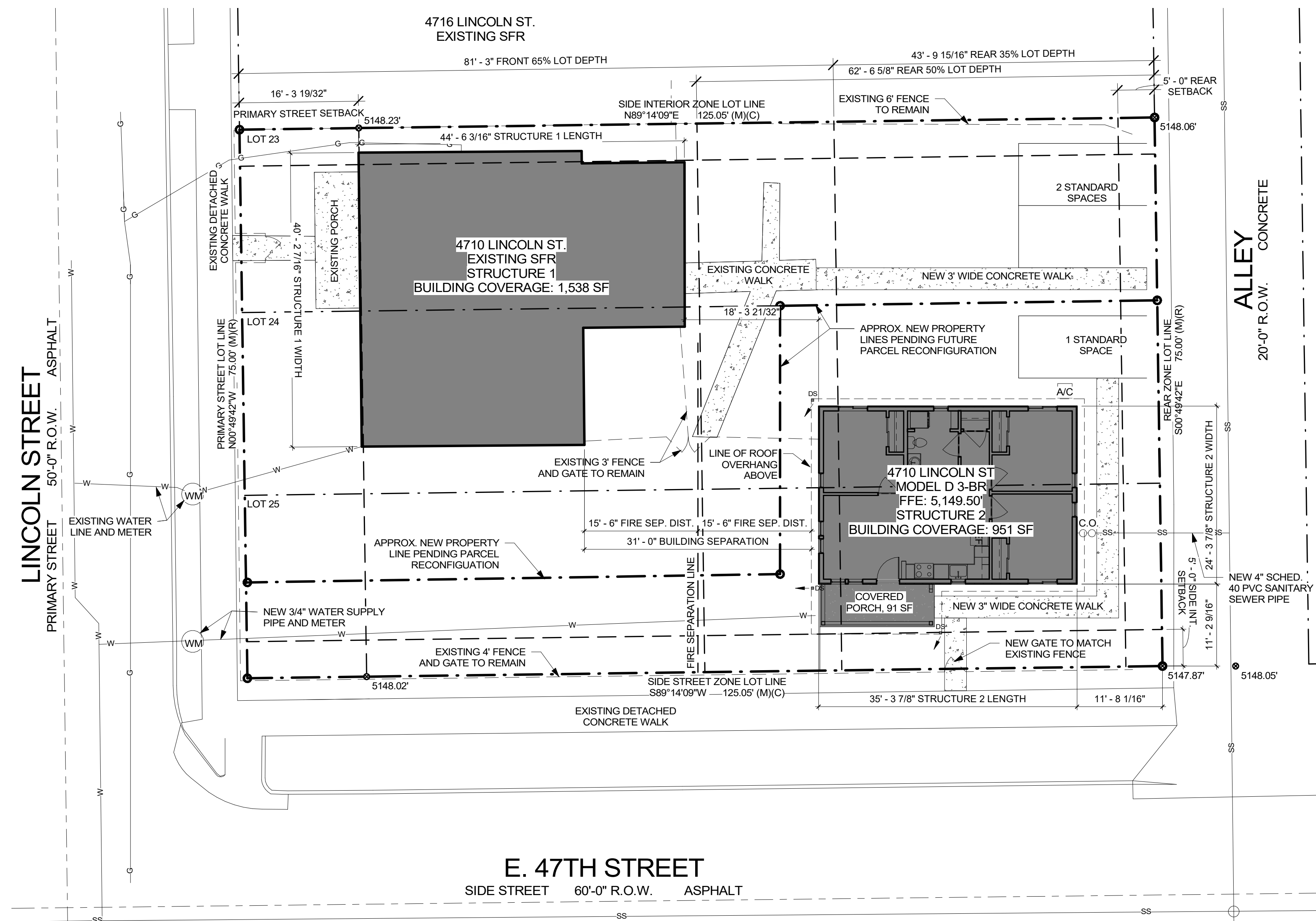
ADU PROTOTYPE: MODEL D



(NOT TO SCALE)

## Drawing Schedule

SHEET NUMBER	SHEET NAME
A0.0	COVER PAGE / SITE PLAN
G1.0	THERMAL ENVELOPES
S1.01	FOUNDATION PLAN
S2.01	FLOOR FRAMING PLANS
A1.0	MODEL D FLOOR PLAN
A2.0	MODEL D ELEVATIONS
A2.1	SITE ELEVATIONS
A3.0	BUILDING/WALL SECTIONS
A4.0	DETAILS



1 OVERALL SITE PLAN  
1" = 10'-0"

A. REPAIR OR REPLACE EXISTING CURB, GUTTER, AND SIDEWALK ALONG THE PROPERTY FRONTAGE THAT IS DAMAGED OR NOT TO CURRENT CITY STANDARDS, AS DIRECTED BY ROW INSPECTOR DURING CONSTRUCTION.

B. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PROJECT ROW PERMITS ASSOCIATED WITH CONSTRUCTION IN THE RIGHT-OF-WAY. IMPROVEMENTS MADE WITHIN THE PUBLIC RIGHT-OF-WAY TOTALING MORE THAN \$20,000 REQUIRE A PERFORMANCE BOND. CONTACT THE ROW INSPECTOR FOR THIS AREA OF THE CITY AT 303-446-3469 OR WMDPWDESC@DENVERGOV.ORG AT LEAST 2 WEEKS BEFORE ANY ROW PERMIT NEEDS.

C. ALL WORK IN THE ROW SHALL CONFORM TO CURRENT CITY AND COUNTY OF DENVER SPECIFICATIONS. SHALL BE PERFORMED BY A LICENSED AND BONDED RIGHT-OF-WAY CONTRACTOR, AND REQUIRE INSPECTION BY THE CITY PRIOR TO A TEMPORARY CERTIFICATE OF OCCUPANCY (TCO) OR CERTIFICATE OF OCCUPANCY (CO) BEING ISSUED.

D. CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING ADEQUATE TRAFFIC CONTROL THROUGHOUT THE PROJECT, INCLUDING PROPER TRAFFIC CONTROL DEVICES AND/OR PERSONNEL AS REQUIRED. A TRAFFIC CONTROL PLAN (TCP) IS SUBJECT TO CITY AND COUNTY OF DENVER AND/OR COOT APPROVAL PRIOR TO COMMENCING WORK ON ROADWAY ROW. A COPY OF APPROVED TCPs MUST BE AVAILABLE ON SITE DURING WORK. TRAFFIC CONTROL TO BE IN ACCORDANCE WITH M.U.T.C.D., SECTION VI.

E. PER SECTION 49-551.1 OF THE DENVER MUNICIPAL CODE, THE PROPERTY OWNER OR LESSEE OF ANY REAL PROPERTY IS RESPONSIBLE FOR THE CONTINUING CARE, MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL IMPROVEMENTS INSTALLED IN THE PUBLIC ROW BETWEEN THE PROPERTY LINE AND THE CURB LINE ADJOINING THEIR PROPERTY.

### ZONE LOT COVERAGE

STRUCTURE 1 (EXISTING): 1,538 SF  
STRUCTURE 2 (NEW): 951 SF  
OTHER (SHEDS): N/A  
MAX ZL COVERAGE: 37.5%  
TOTAL (SF): 1,528 + 951 = 2,489 SF  
TOTAL (%): 2,489 / 9,379 = 0.265 = 26.5%

### FRONT BASE PLANE CALCULATION

SPOT ELEVATIONS AT SIDE 1 = 5148.23'  
SPOT ELEVATIONS AT SIDE 2 = 5148.02'

### FRONT BASE PLANE: 5148.13'

### REAR BASE PLANE CALCULATION

SPOT ELEVATIONS AT SIDE 1 = 5148.06'  
SPOT ELEVATIONS AT SIDE 2 = 5147.87'

### REAR BASE PLANE: 5147.97'



Contact Info  
Habitat for Humanity of Metro Denver  
3245 Elliot Street, Denver, CO 80211  
(303) 534-2929

Kate Hilberg  
Director of Real Estate Development  
(720) 496-2720

WDRRC SF+ (MODEL D - 3 BR)  
4710 LINCOLN ST.  
DENVER CO 80216

No.	Description	Date

WDRRC SF+ (MODEL D - 3 BR)  
4710 LINCOLN ST.  
DENVER CO 80216  
JOB NUMBER 001  
DRAWN BY ZK  
CHECKED BY AJR / KRW

COVER PAGE / SITE PLAN

A0.0

**WDRC SF+ (MODEL D - 3 BR)**  
**4710 LINCOLN ST.**  
**DENVER CO 80216**

No.	Description	Date
1	ISSUE FOR PERMIT	11/01/22

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**MODEL D**  
**FLOOR PLAN**

**A1.0**

**GENERAL NOTES:**

- ALL DIMENSIONS ARE TO THE FACE OF FRAMING MEMBERS
- EXTERIOR WALLS ARE CONSTRUCTED WITH 2X6 FRAMING UNLESS OTHERWISE NOTED
- INTERIOR WALLS ARE CONSTRUCTED WITH 2X4 FRAMING UNLESS OTHERWISE NOTED
- TYPICAL HALF WALLS W/ MDF CAP, 40" A.F.F.
- PROVIDE METAL 6-PANEL INSULATED SOLID CORE EXTERIOR DOOR W/ DEADBOLT LOCK
- ALL INTERIOR DOORS ARE PREHUNG 6-PANEL HOLLOW CORE W/ A PAINT GRADE FINISH. ALL JAMBS AND TRIM ARE FINGER JOINTED.
- ALL WINDOWS ARE INSULATED VINYL W/ LOW-E GLAZING, UNLESS OTHERWISE NOTED
- SMOKE DETECTORS TO BE INSTALLED PER 2015 IRC GUIDELINES, SECTION R314
- CARBON DETECTORS TO BE INSTALLED PER 2015 IRC GUIDELINES, SECTION R315
- TYPICAL ROD AND SHELF, 72" A.F.F.
- TYPICAL LINEN SHELVING, 4 TOTAL AT VARIOUS HEIGHTS (FIELD DETERMINED UNLESS OTHERWISE NOTED)
- GRAB BAR BLOCKING SHALL BE INSTALLED BETWEEN 32" AND 38" A.F.F. IN WALLS BEHIND AND NEXT TO TOILETS AND WALLS BEHIND SHOWER. CONFIRM BLOCKING LOCATIONS WITH PLUMBING CONTRACTOR

**SCHEDULES**

**Wall Schedule**

TAG NUMBER	WALL TYPE	STUD SPACING	TOTAL WALL LENGTH
W1	2X6 EXTERIOR WALL (NON-RATED)	24" O.C.	116' - 7 3/4"
W3	2X4 BASIC INTERIOR WALL	24" O.C.	83' - 11 17/32"
W4	2X6 INTERIOR WALL	24" O.C.	11' - 8 7/32"
W5	2X6 HALF WALL W/ MDF CAP	24" O.C.	2' - 9 15/32"

**Door Schedule**

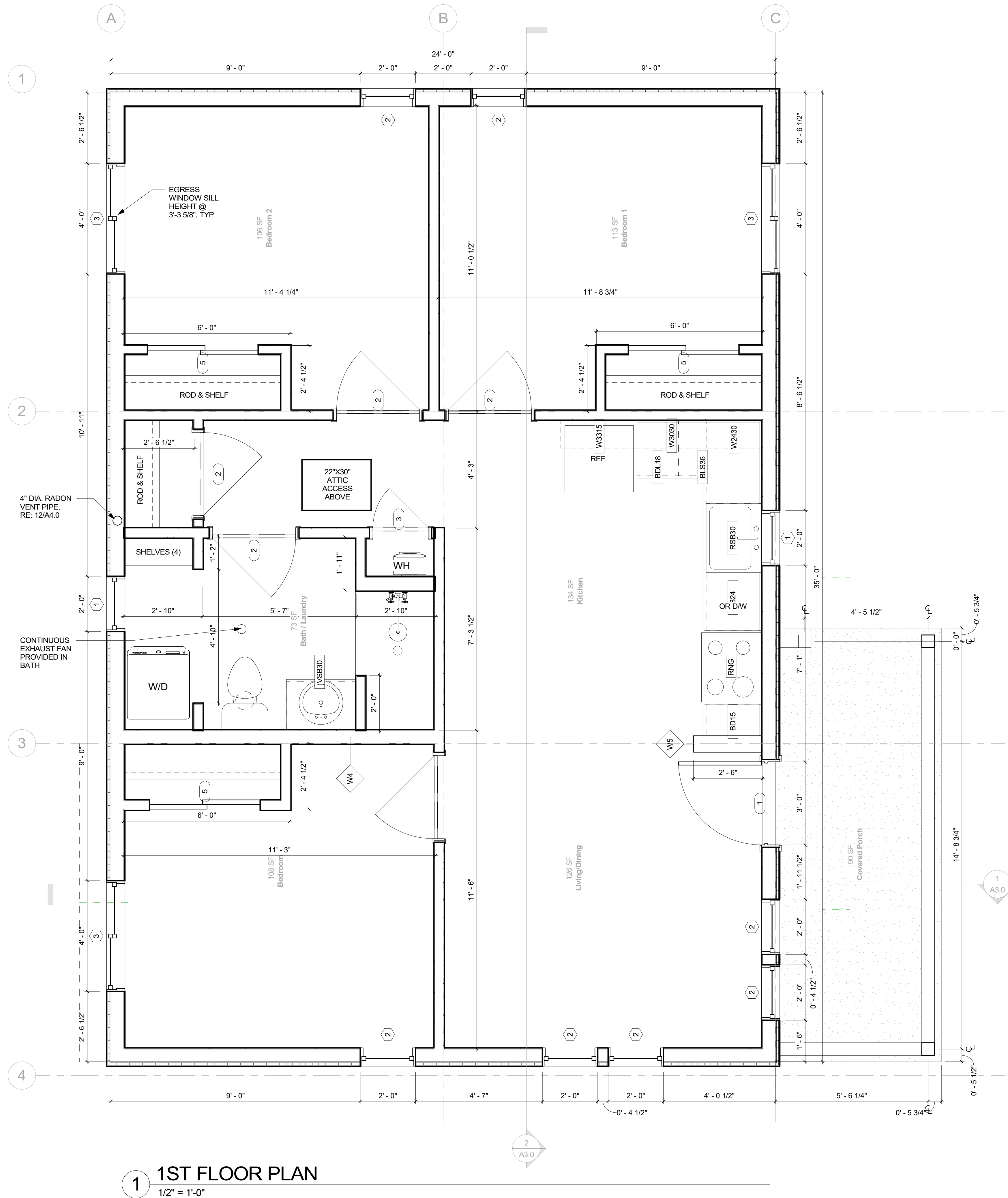
TAG NUMBER	DOOR TYPE	AMOUNT
1	3'-0" x 6'-8" EXTERIOR 6-PANEL INSULATED STEEL W/ GLASS	1
2	3'-0" x 6'-8" PRE-HUNG PASSAGE	5
3	2'-0" x 6'-8" PRE-HUNG PASSAGE	1
5	2'-0" x 6'-8" BYPASS FINGER PULL, SET W/ HARDWARE	3

**Window Schedule**

TAG NUMBER	WINDOW TYPE	AMOUNT
1	2'-0" X 3'-0" SINGLE HUNG	2
2	2'-0" X 4'-0" SINGLE HUNG	7
3	4'-0" X 4'-0" SLIDER (EGRESS) - SILL HT @ 3'-3 5/8"	3

**Casework Schedule**

CASEWORK TYPE	AMOUNT
B24	1
BD15	1
BDL18 (3-DRAWERS)	1
BLS36	1
RSB30	1
YSB30	1
W2430	1
W3030	1
W3315	1



**1 1ST FLOOR PLAN**  
 1/2" = 1'-0"



**WDRC SF+ (MODEL D - 3 BR)  
 4710 LINCOLN ST.  
 DENVER CO 80216**

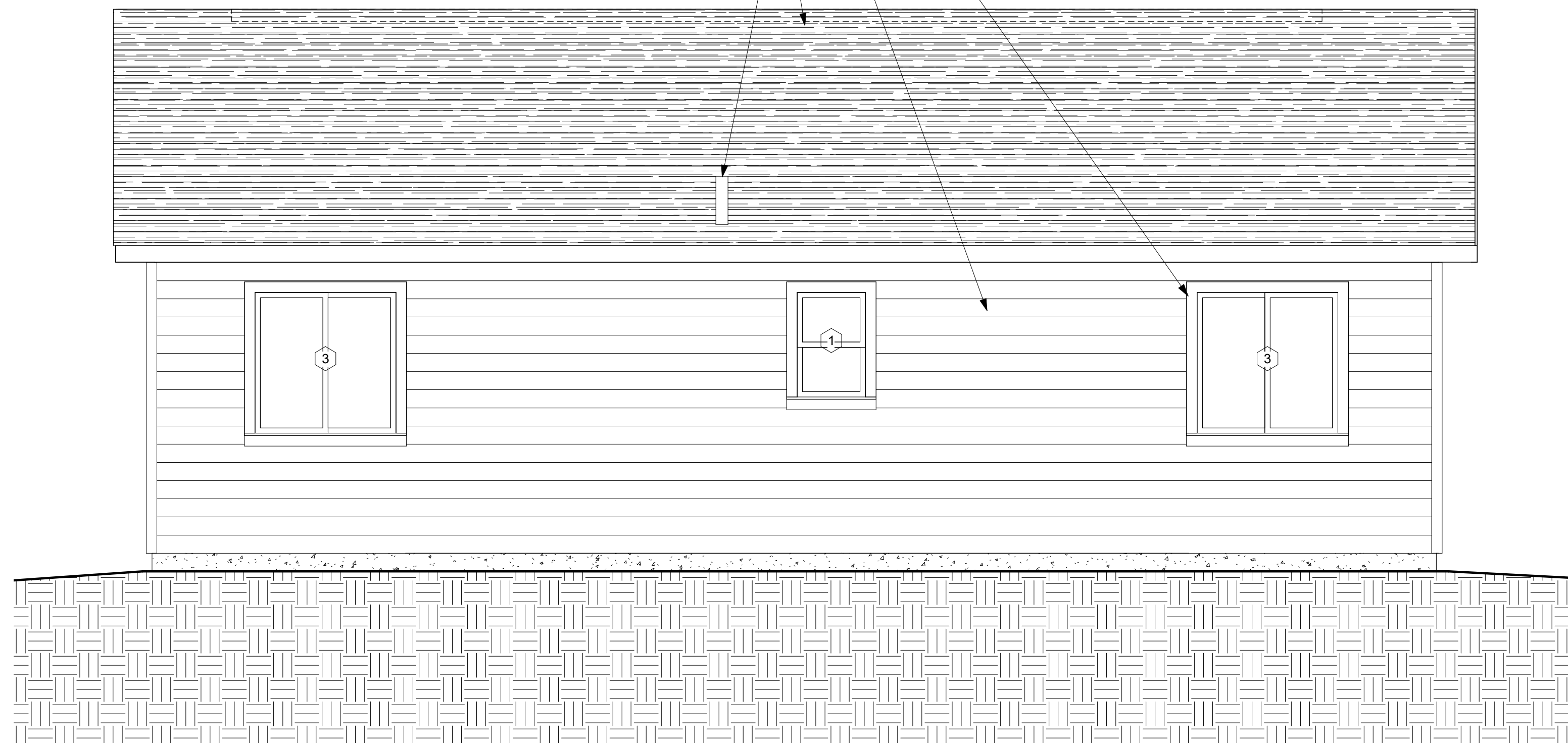


**4 PLAN SOUTH ELEVATION**  
 3/8" = 1'-0"



**2 PLAN WEST ELEVATION**  
 3/8" = 1'-0"

- LP SMARTSIDE TRIM TYP AT WINDOWS & CORNERS
- LP SMARTSIDE LAP SIDING
- ASPHALT SHINGLE ROOF W/ RIDGE VENT
- 4" DIA. RADON VENT PIPE, RE: 12/A4.0



**3 PLAN NORTH ELEVATION**  
 3/8" = 1'-0"



**1 PLAN EAST ELEVATION**  
 3/8" = 1'-0"

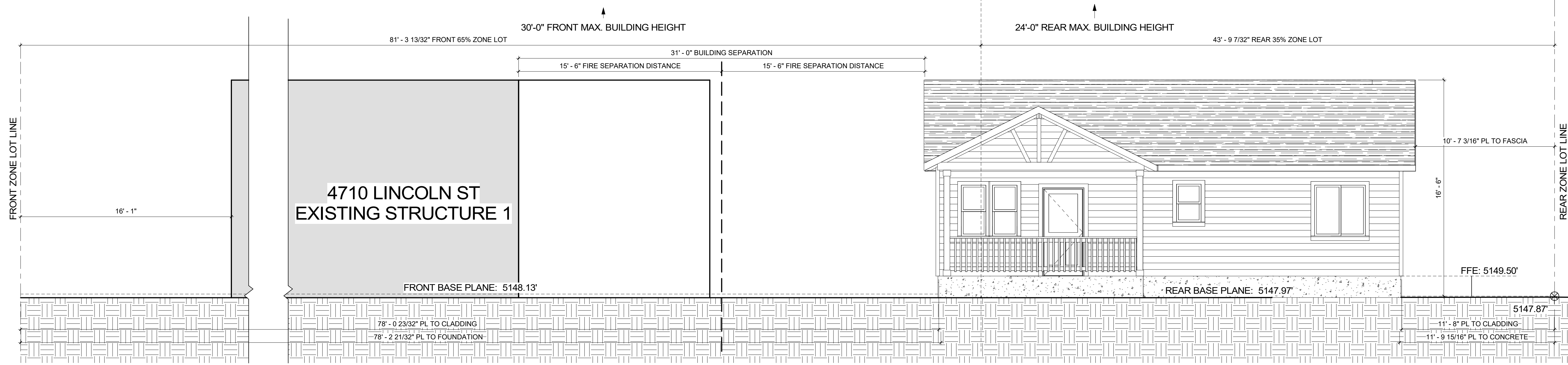
No.	Description	Date
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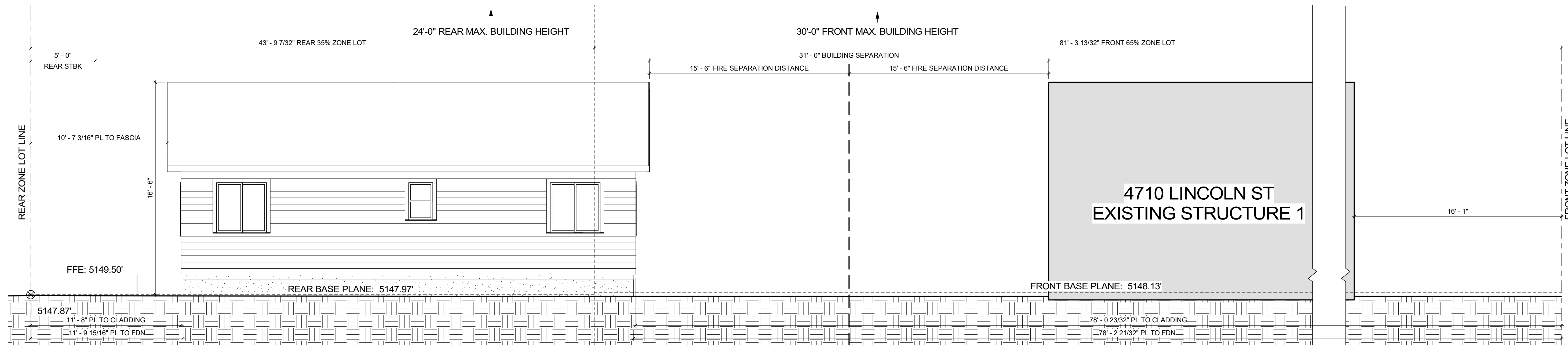
**MODEL D  
 ELEVATIONS**

**A2.0**

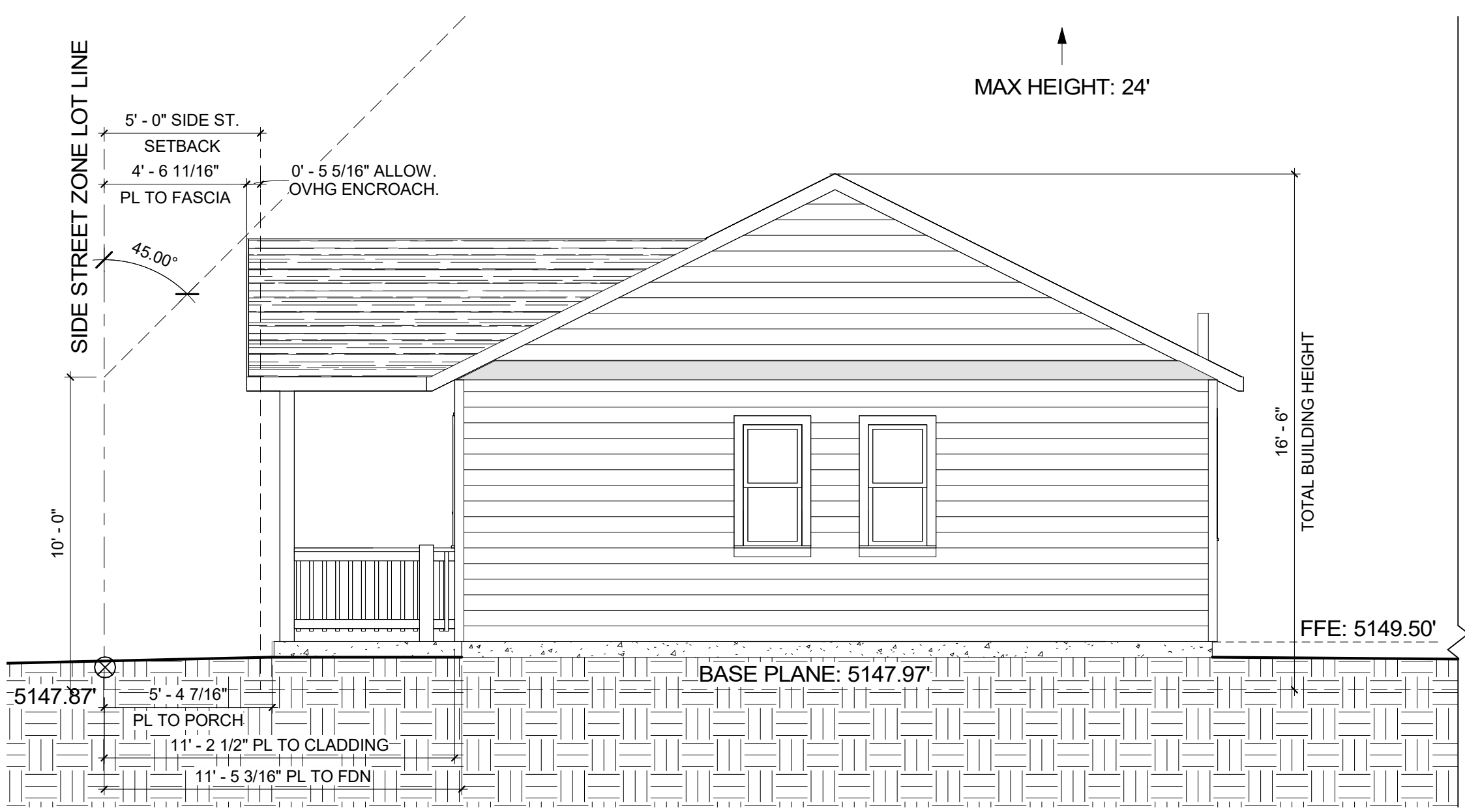
**WDRS SF+ (MODEL D - 3 BR)  
 4710 LINCOLN ST.  
 DENVER CO 80216**



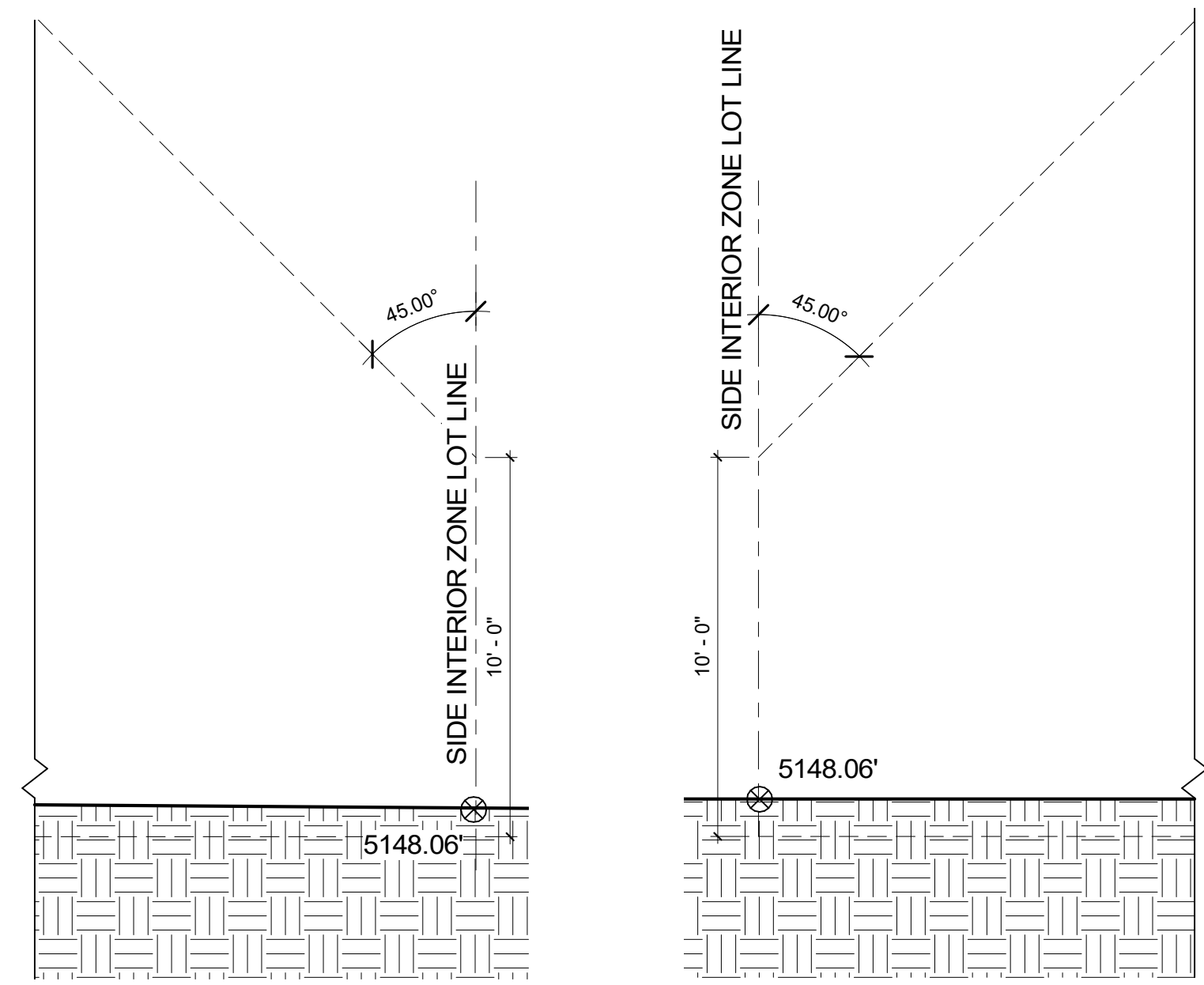
**4 EAST ELEVATION**  
 1/4" = 1'-0"



**1 WEST ELEVATION**  
 1/4" = 1'-0"



**3 NORTH ELEVATION**  
 1/4" = 1'-0"



**2 SOUTH ELEVATION**  
 1/4" = 1'-0"

No.	Description	Date
	ISSUE FOR PERMIT	11/01/22

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 DENVER CO 80216  
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**SITE ELEVATIONS**

**A2.1**

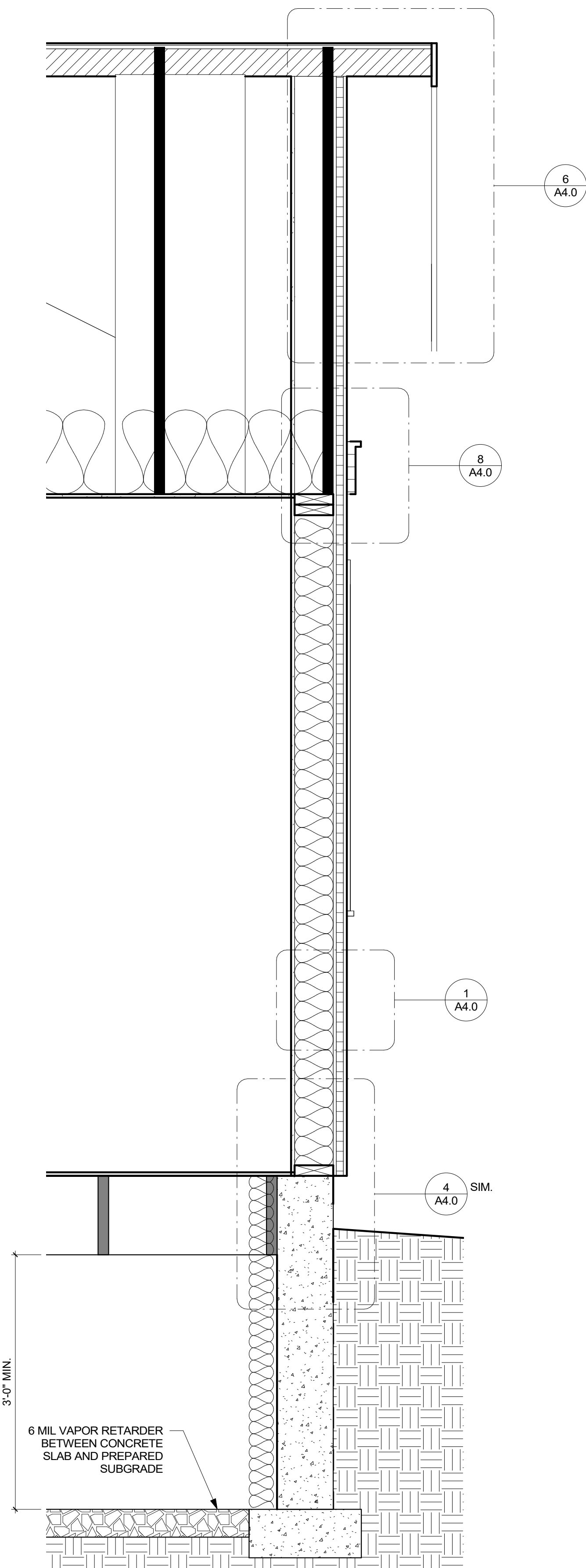
**WDRS SF+ (MODEL D - 3 BR)**  
**4710 LINCOLN ST.**  
**DENVER CO 80216**

No.	Description	Date
1	ISSUE FOR PERMIT	11/01/22

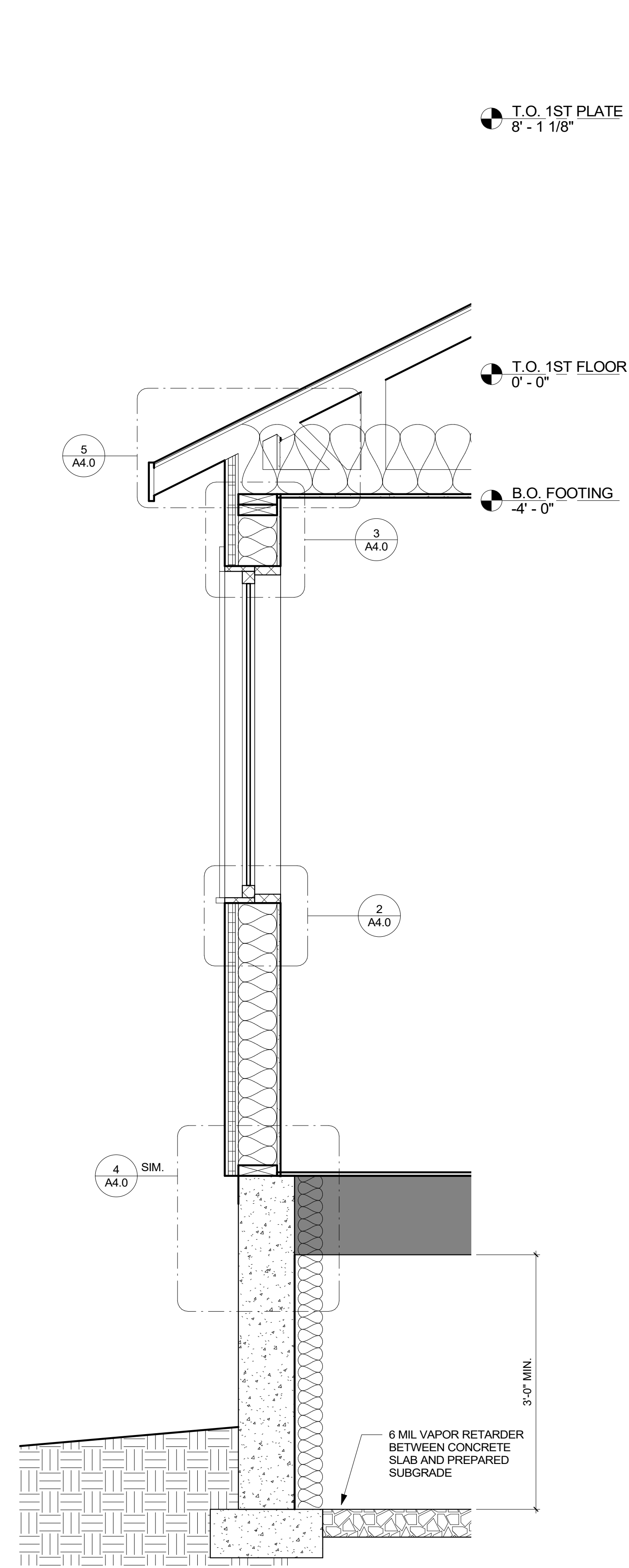
WDRS SF+ (MODEL D - 3 BR)  
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**BUILDING/WALL  
 SECTIONS**

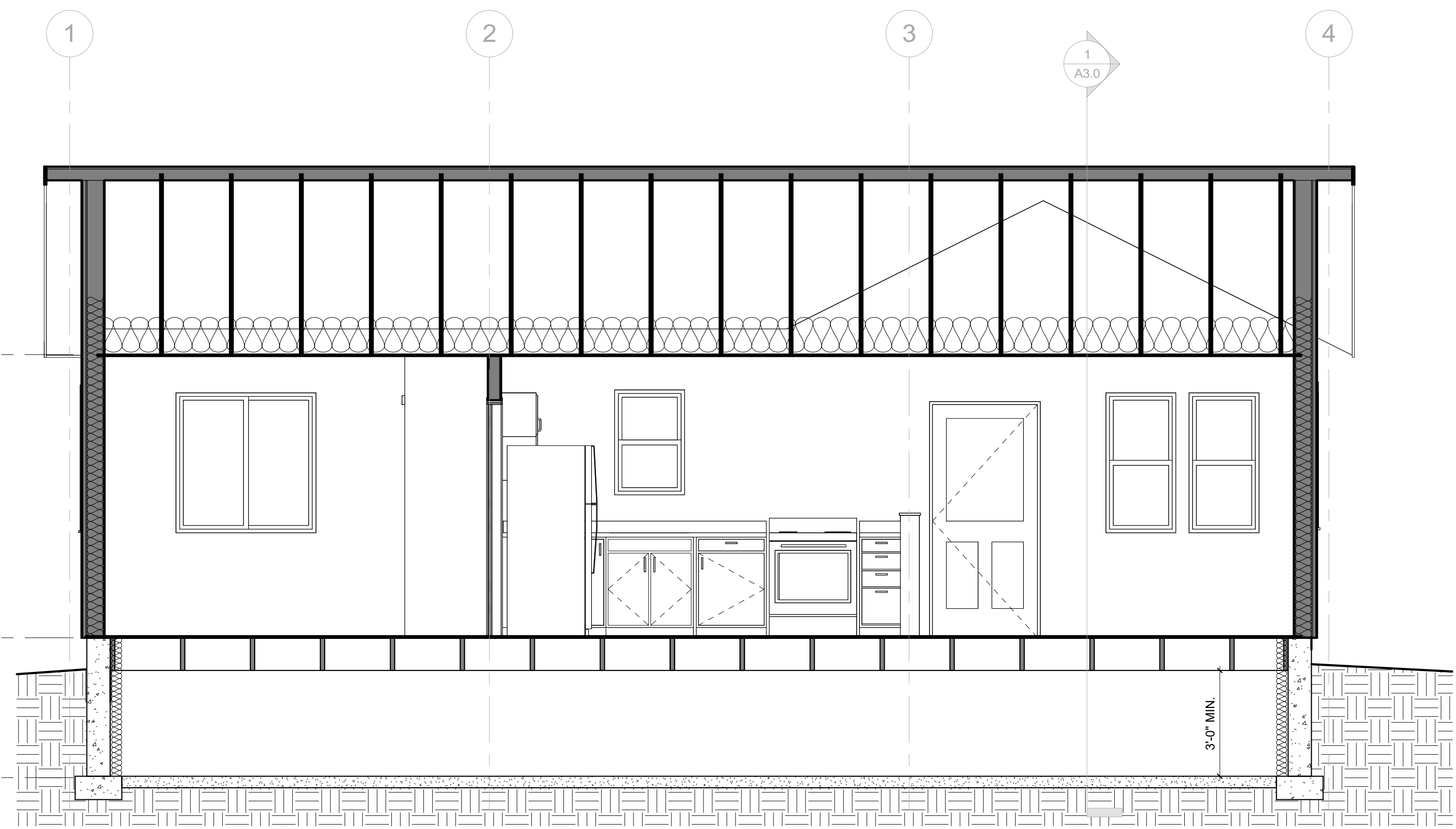
**A3.0**



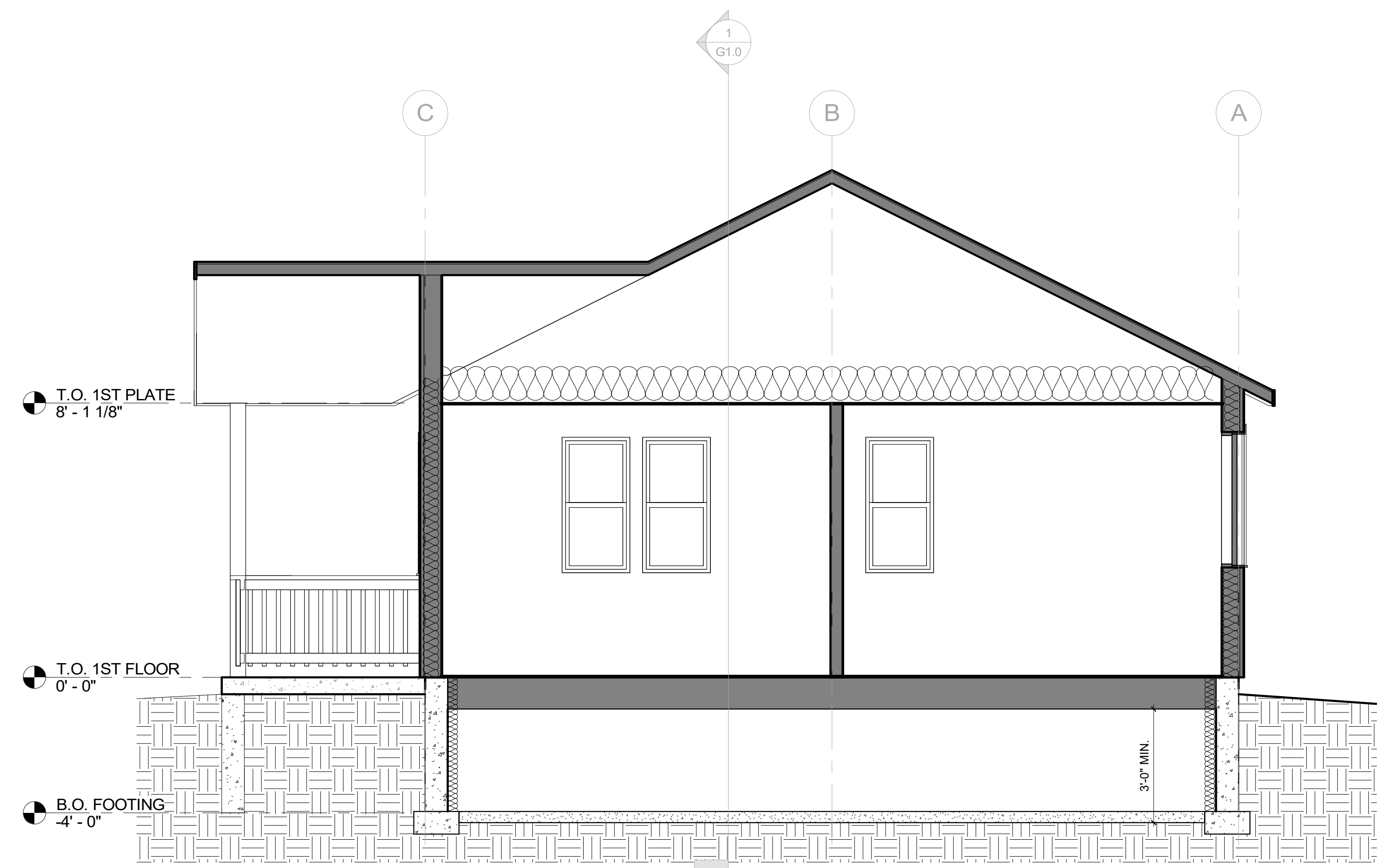
**4 WALL SECTION AT GABLE**  
 1" = 1'-0"



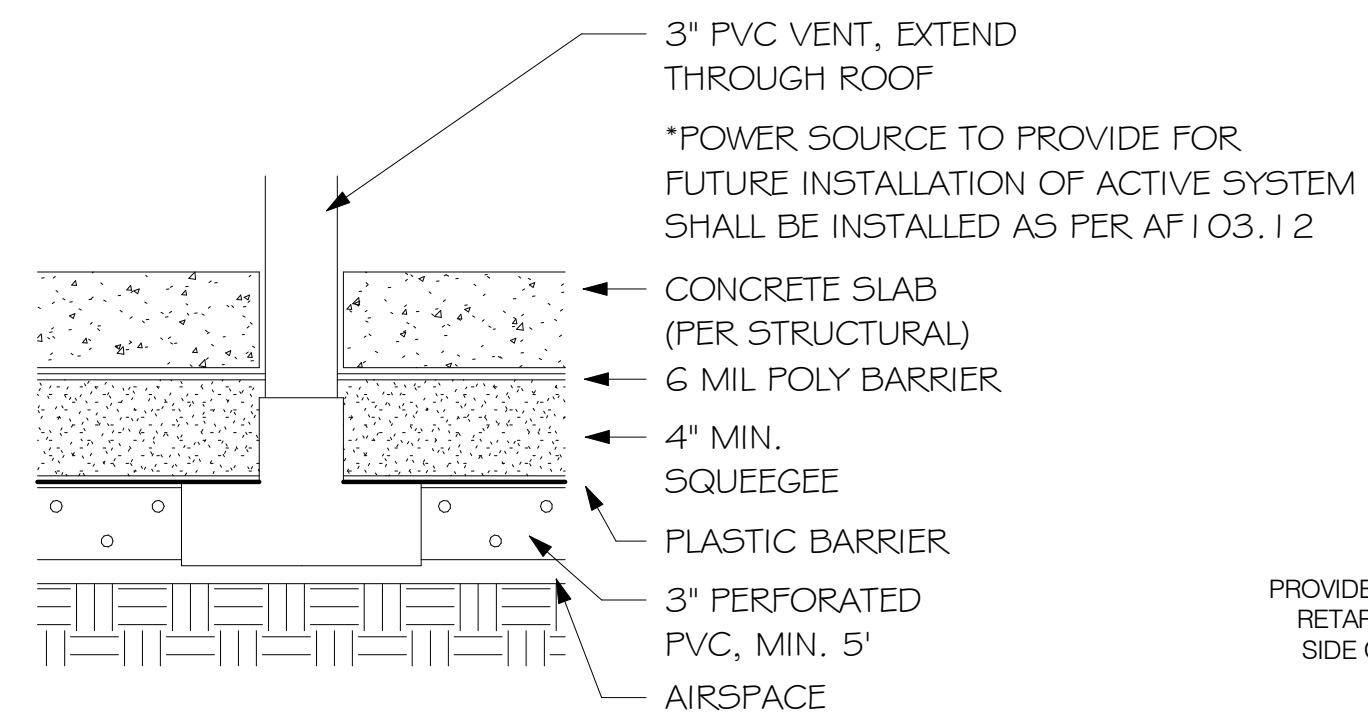
**3 WALL SECTION AT EAVE**  
 1" = 1'-0"



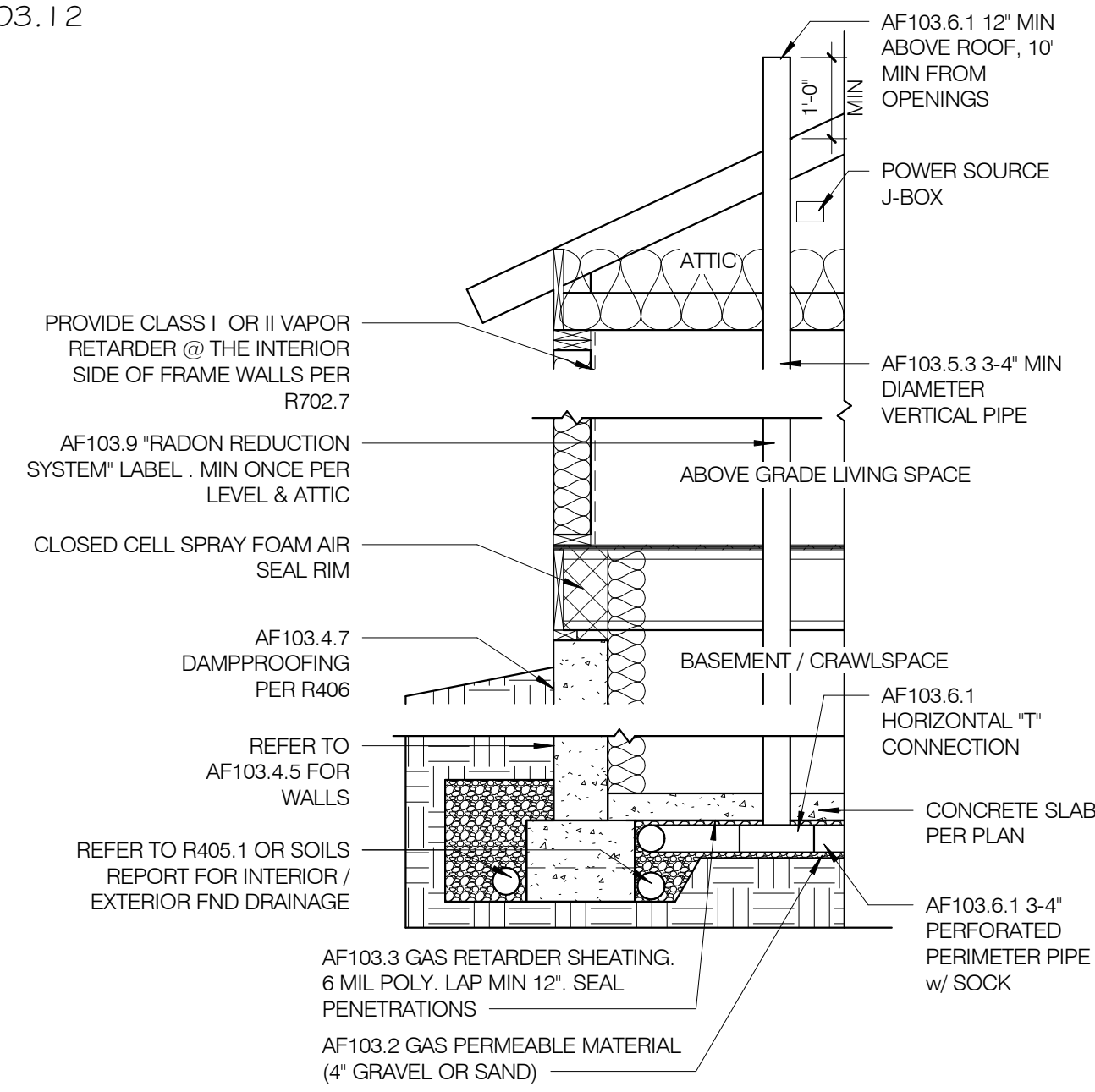
**2 BUILDING SECTION - SIDE TO SIDE**  
 3/8" = 1'-0"



**1 BUILDING SECTION - FRONT TO BACK**  
 3/8" = 1'-0"



**13 PASSIVE RADON**  
 1 1/2" = 1'-0"

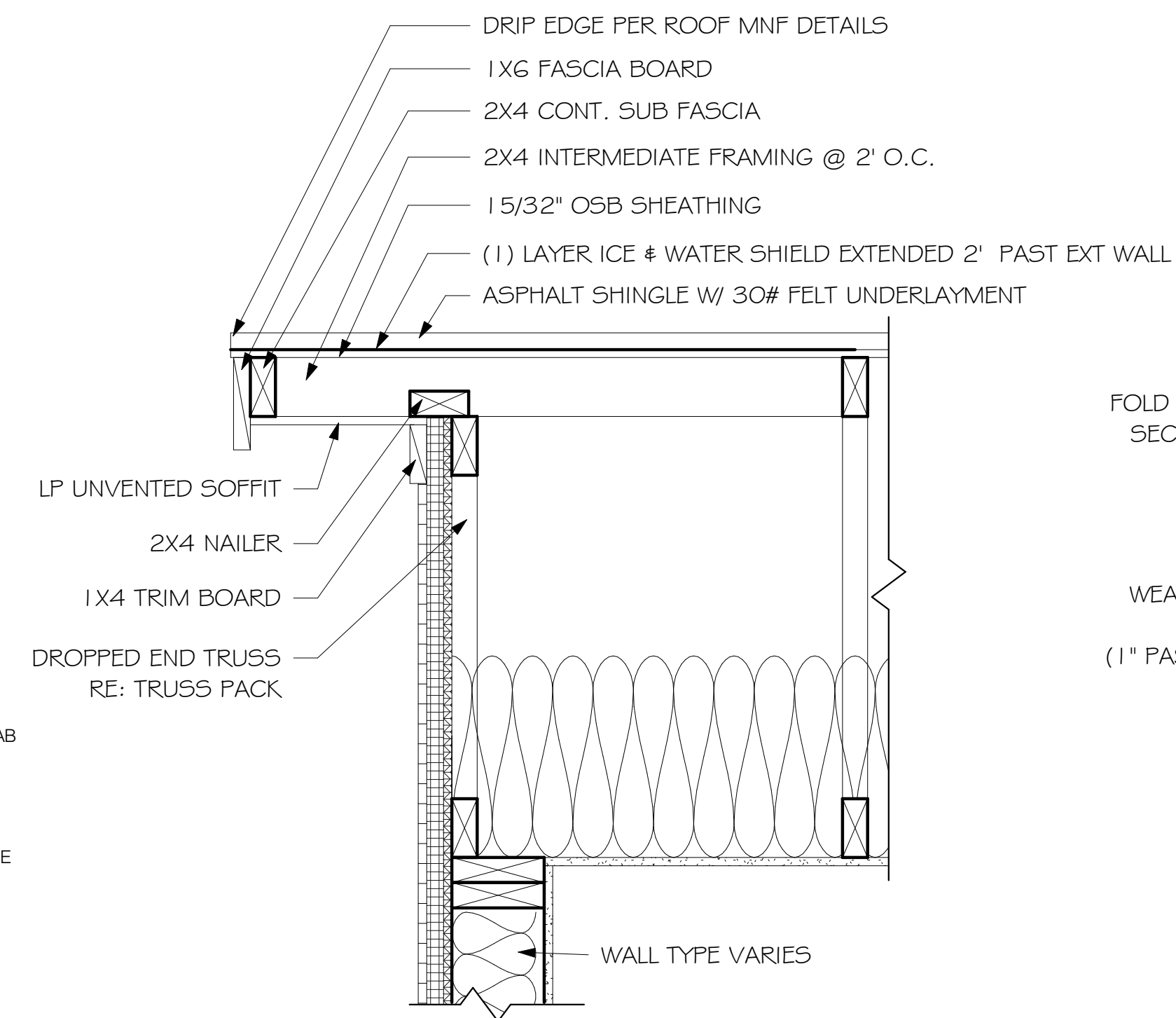


**12 TYP PASSIVE RADON SYSTEM**  
 1/2" = 1'-0"

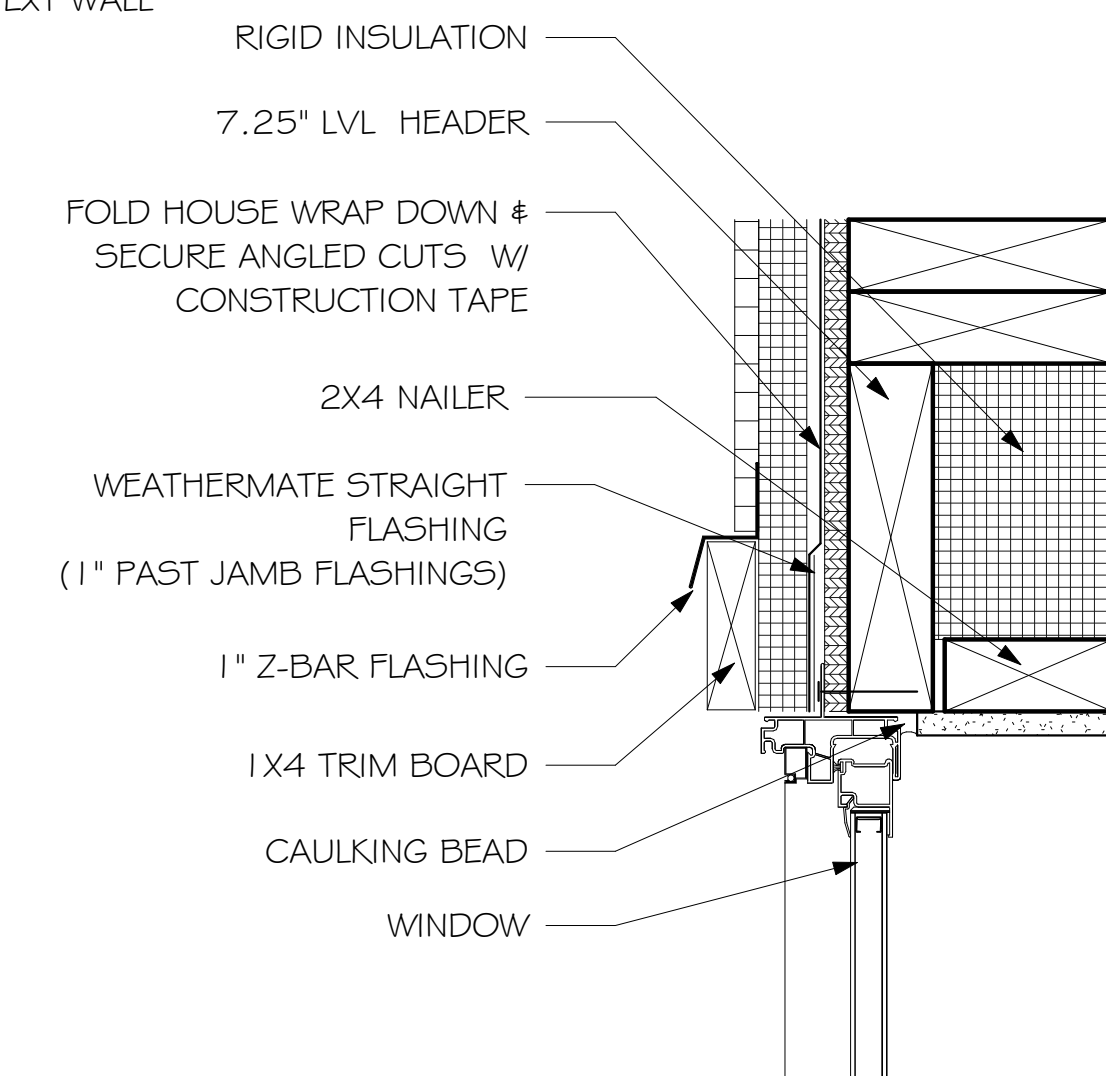
**REQUIRED ROOF VENTILATION**

TOTAL ROOF AREA = 864 SQ FT  
 X/300 = 2.88 SQ FT OF REQ VENT  
 2.88 X 144 SQ IN  
 = 415 SQ IN OF REQ VENTILATION (REQ) 415 X .60  
 = 249 SQ IN OF INTAKE (PROV) LP VENTED SOFFIT = 10 SQIN PER 1'-0"  
 53'-6" OF VENTED SOFFIT = 535 SQIN OF INTAKE (REQ) 415 X .40  
 = 166 SQ IN OF EXHAUST (PROV) TYPICAL RIDGE VENT = 12.5 SQIN PER 1'-0"  
 34'-0" OF RIDGE VENT = 425 SQIN OF EXHAUST

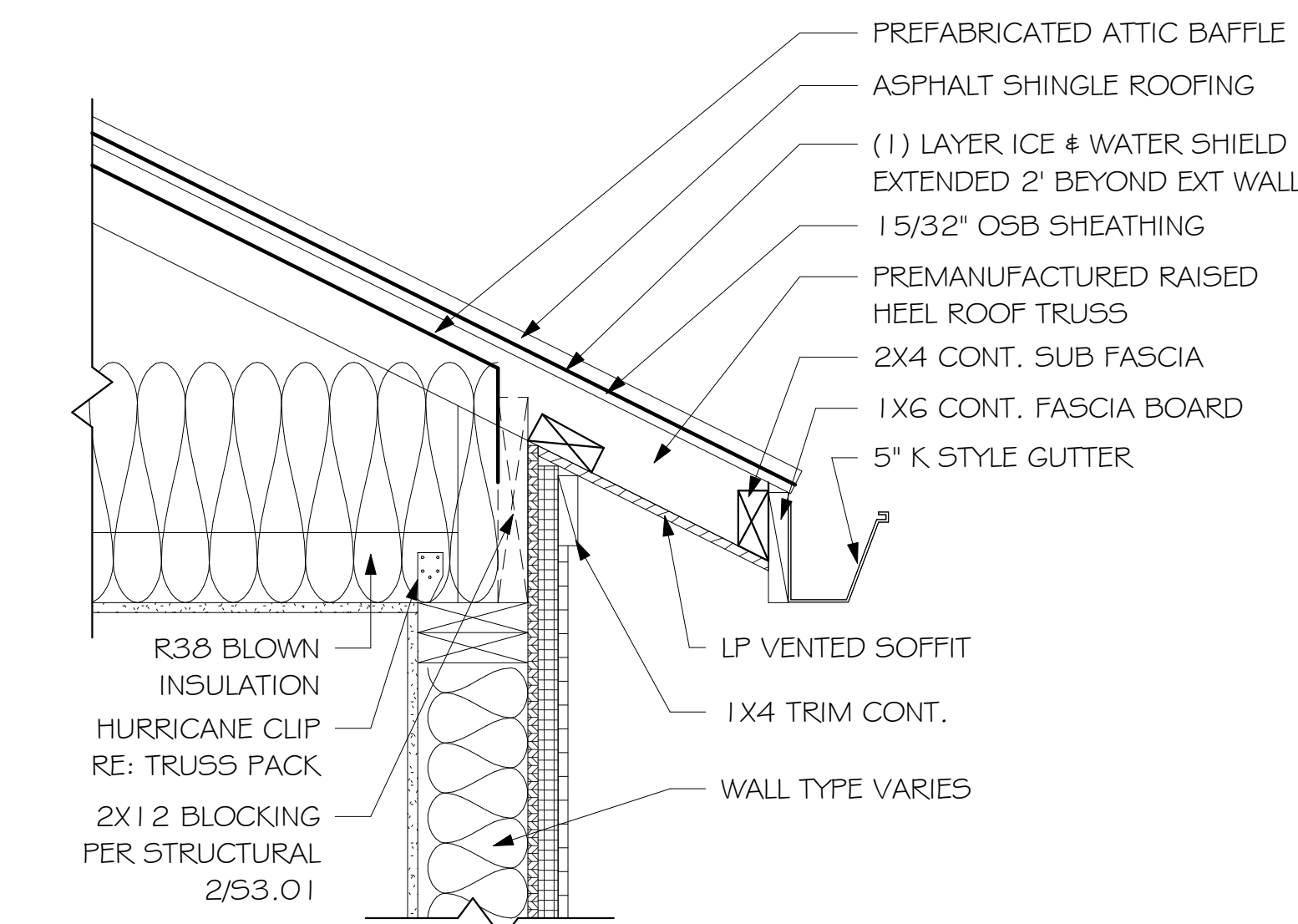
**10 ROOF VENT CALCS**  
 3" = 1'-0"



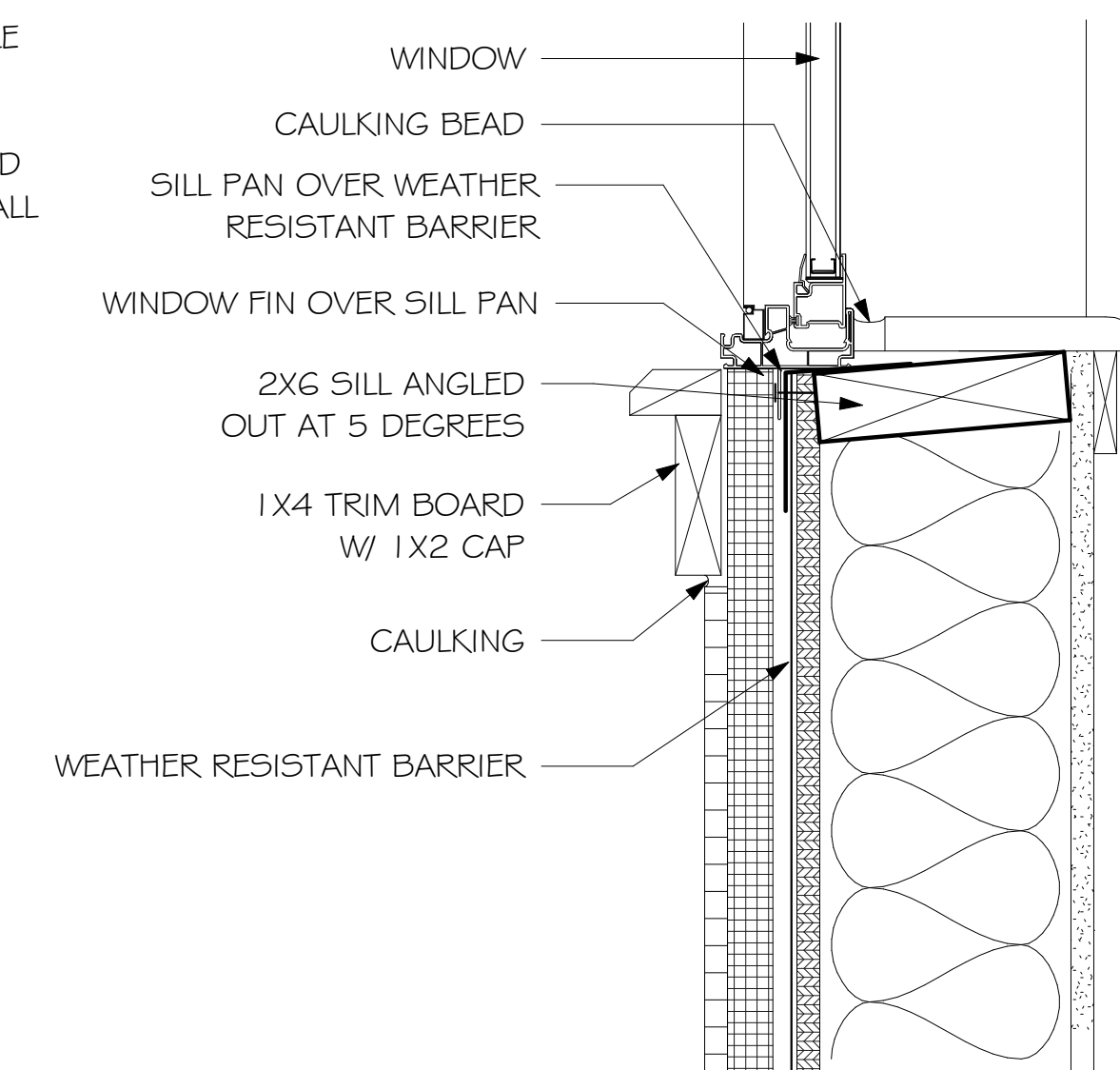
**6 TYP. RAKE**  
 1 1/2" = 1'-0"



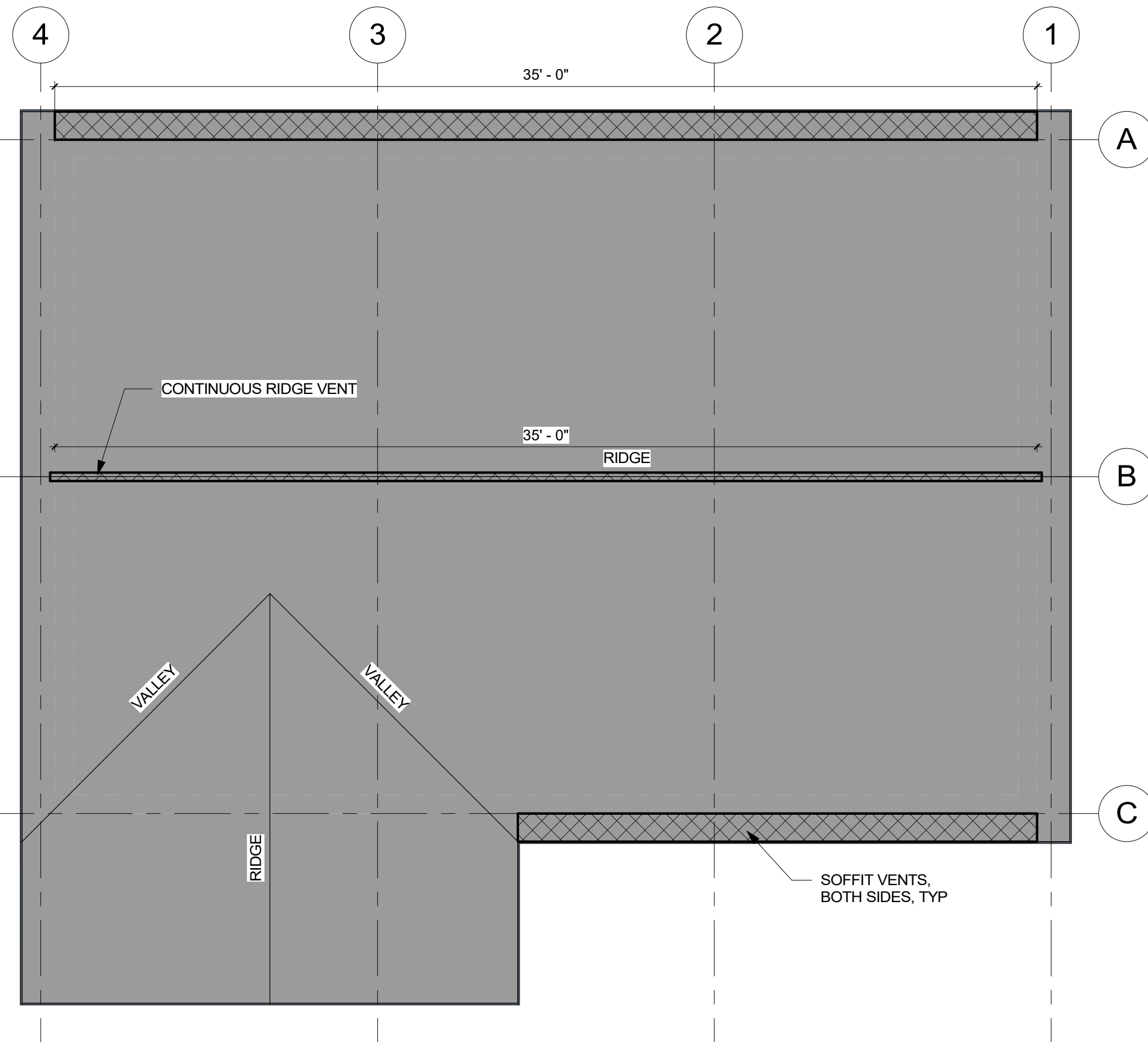
**3 TYP. LOAD BEARING HDR**  
 3" = 1'-0"



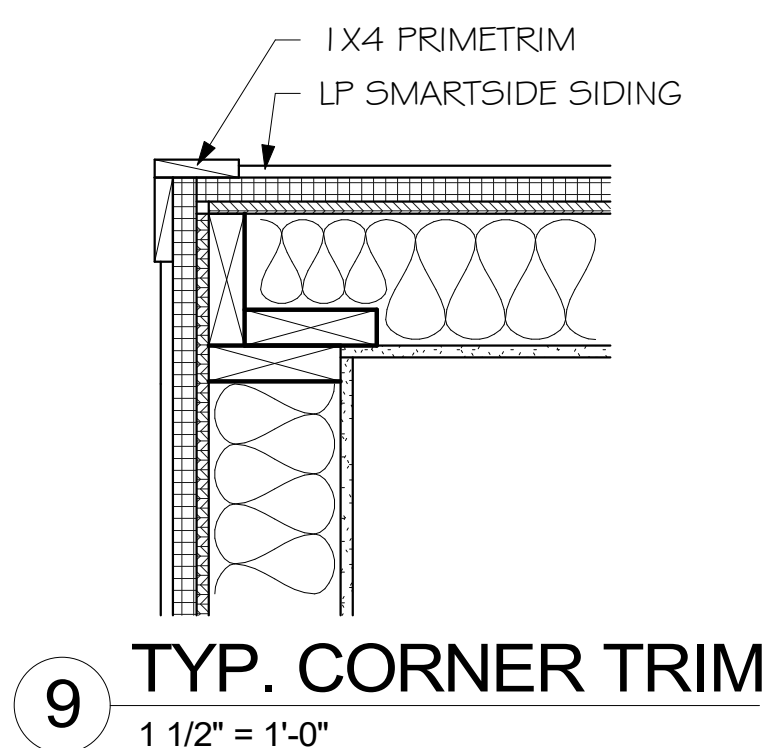
**5 TYP. SOFFIT**  
 1 1/2" = 1'-0"



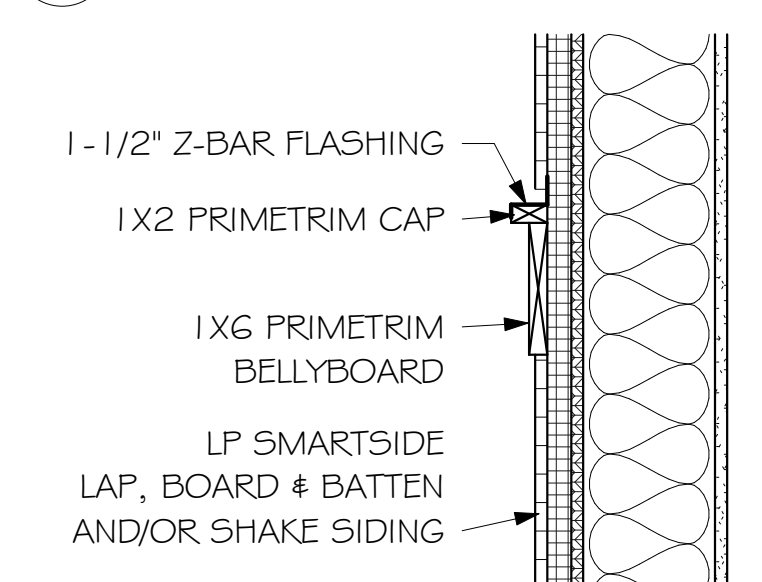
**2 TYP. WINDOW SILL**  
 3" = 1'-0"



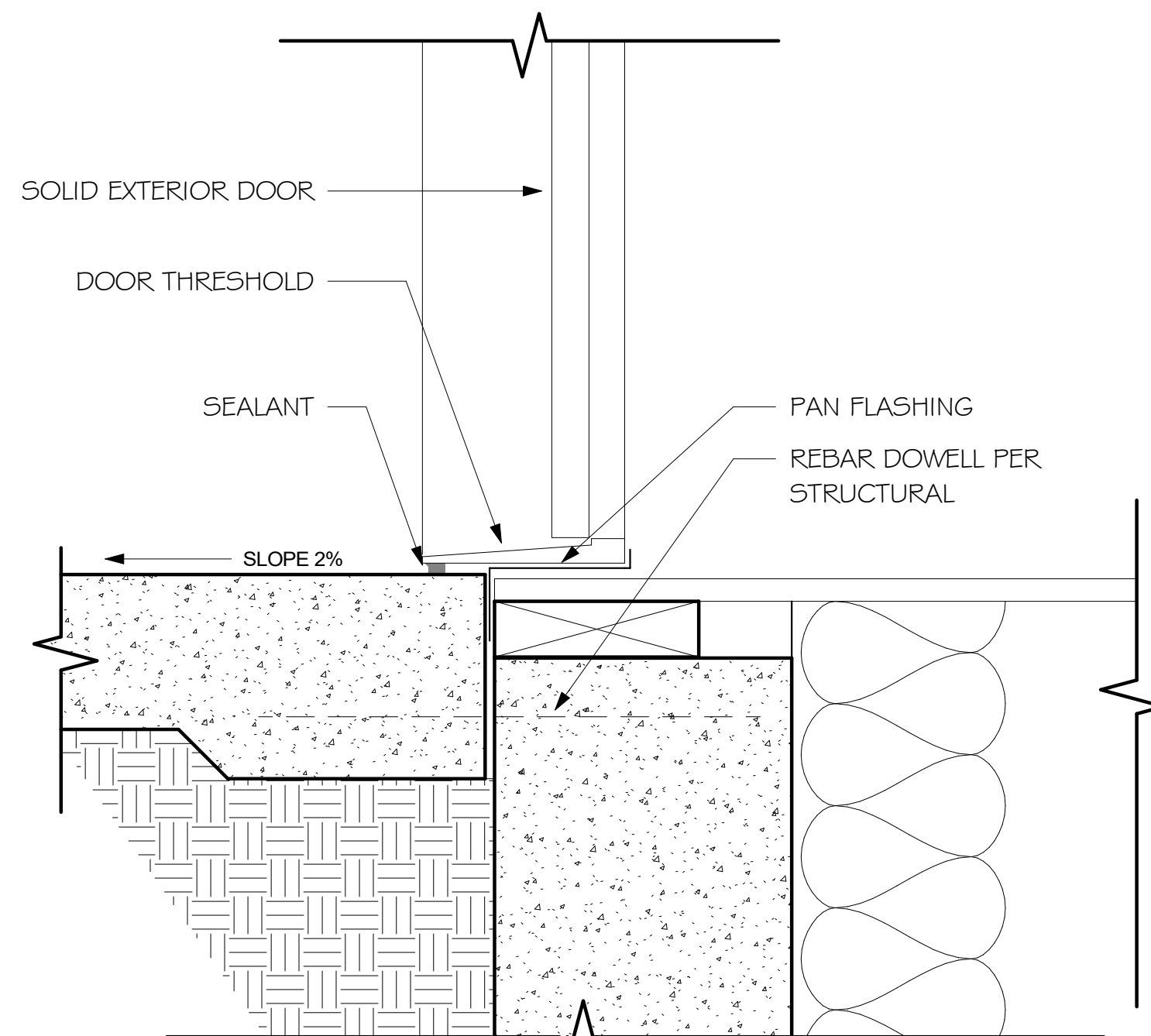
**11 ROOF PLAN**  
 1/4" = 1'-0"



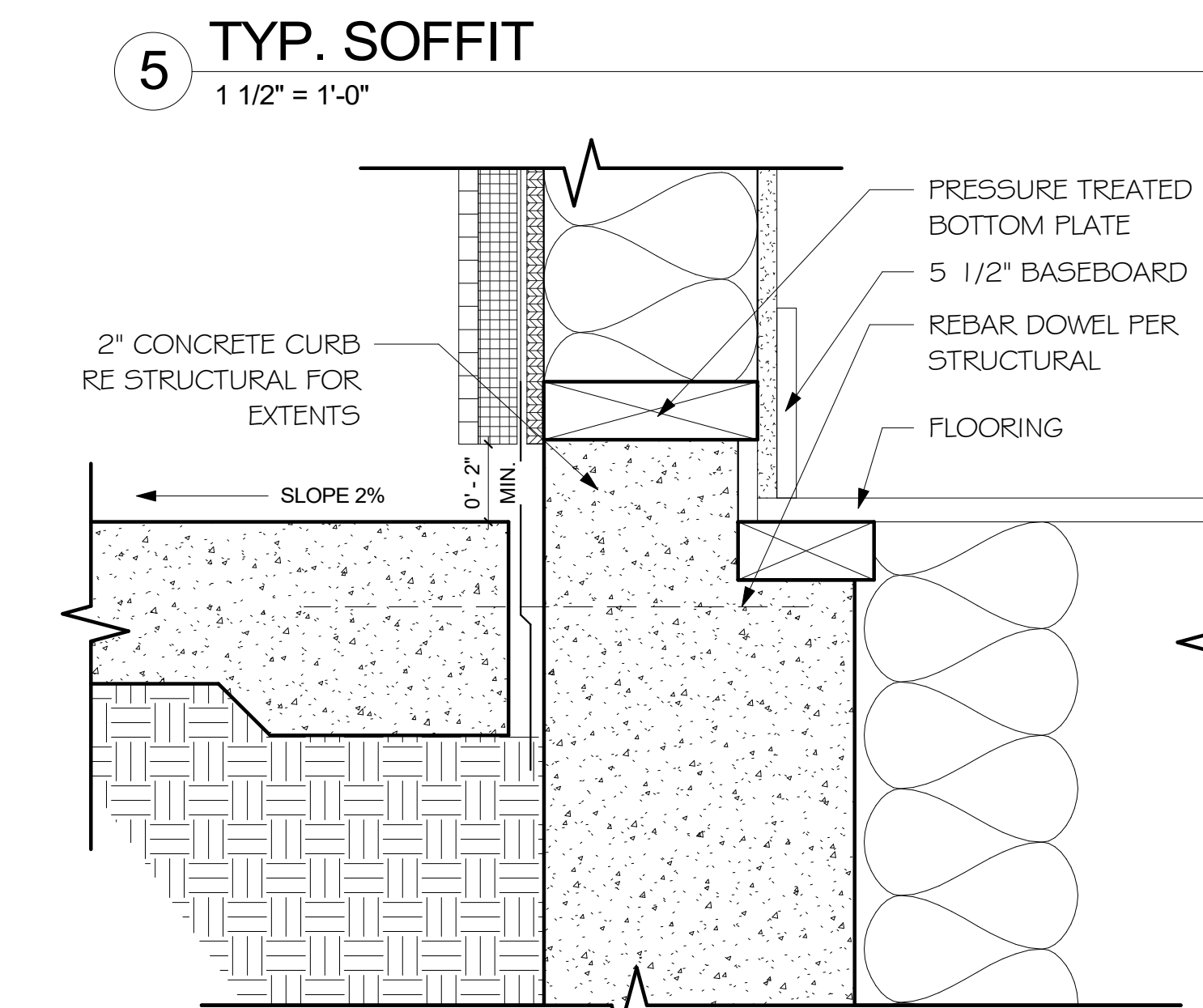
**9 TYP. CORNER TRIM**  
 1 1/2" = 1'-0"



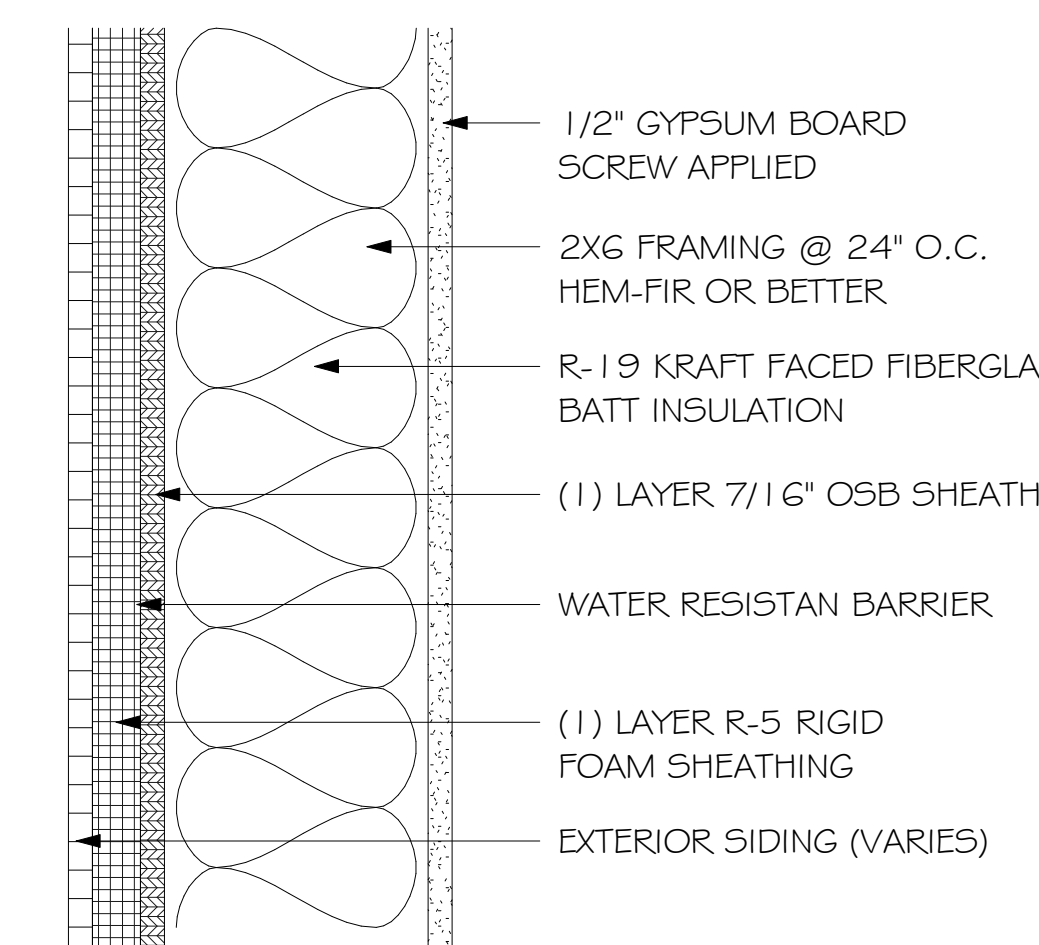
**8 TYP. BELLY BOARD**  
 1 1/2" = 1'-0"



**7 ADU - Typ. Ext Door Sill**  
 3" = 1'-0"



**4 TYP. WALL AT PORCH**  
 3" = 1'-0"



**1 TYP. EXTERIOR WALL**  
 3" = 1'-0"

No.	Description	Date
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DRAWN BY	KRW / ZK
CHECKED BY	AJR / KRW

**DETAILS**

**WDRC SF+ (MODEL D - 3 BR)  
 4710 LINCOLN ST.  
 DENVER CO 80216**

No.	Description	Date
1	ISSUE FOR PERMIT	11/01/22

WDRC SF+ (MODEL D - 3 BR)	
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**THERMAL ENVELOPES**

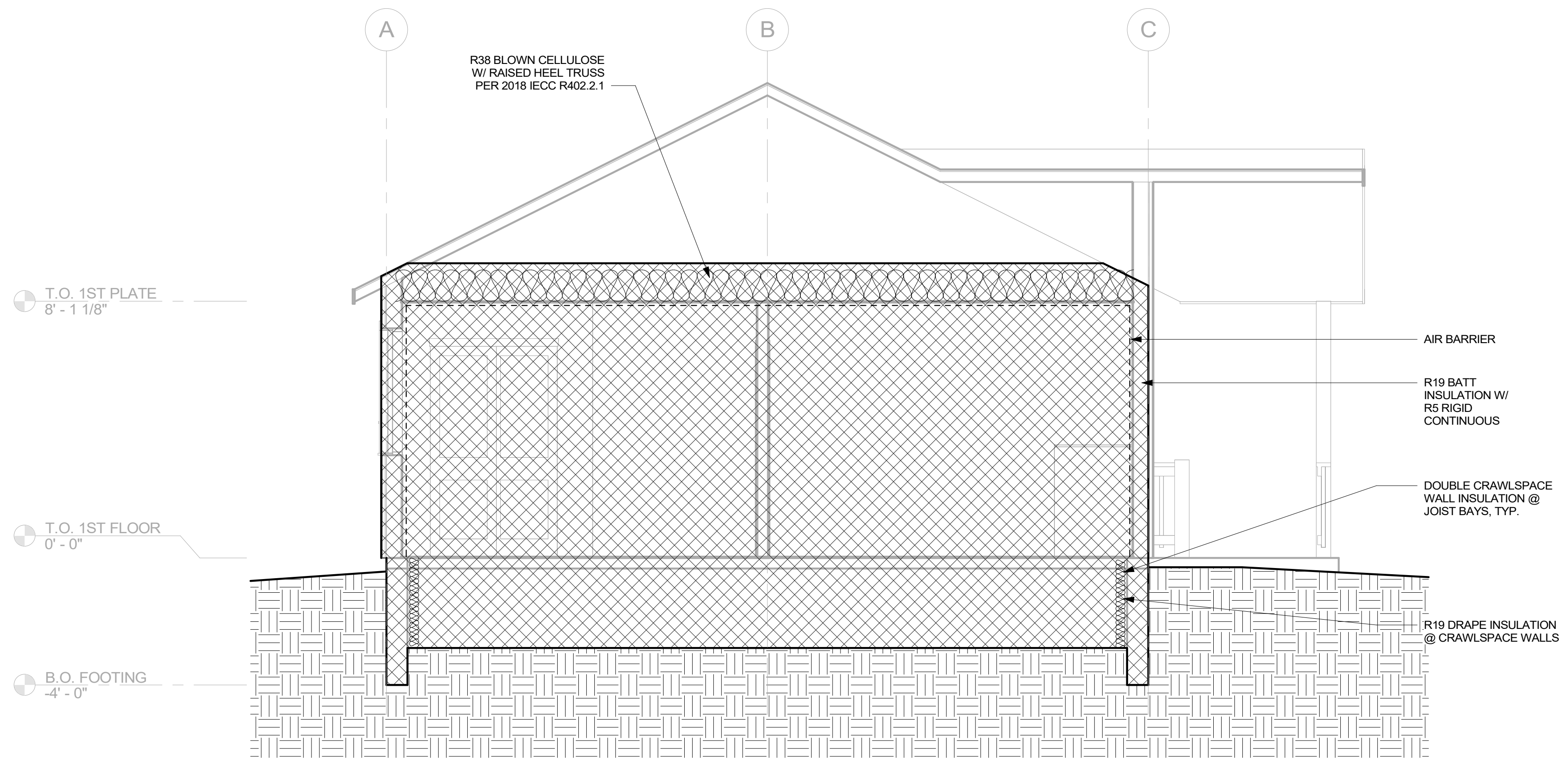
**G1.0**

**TABLE R402.4.1.1  
 AIR BARRIER AND INSULATION INSTALLATION**

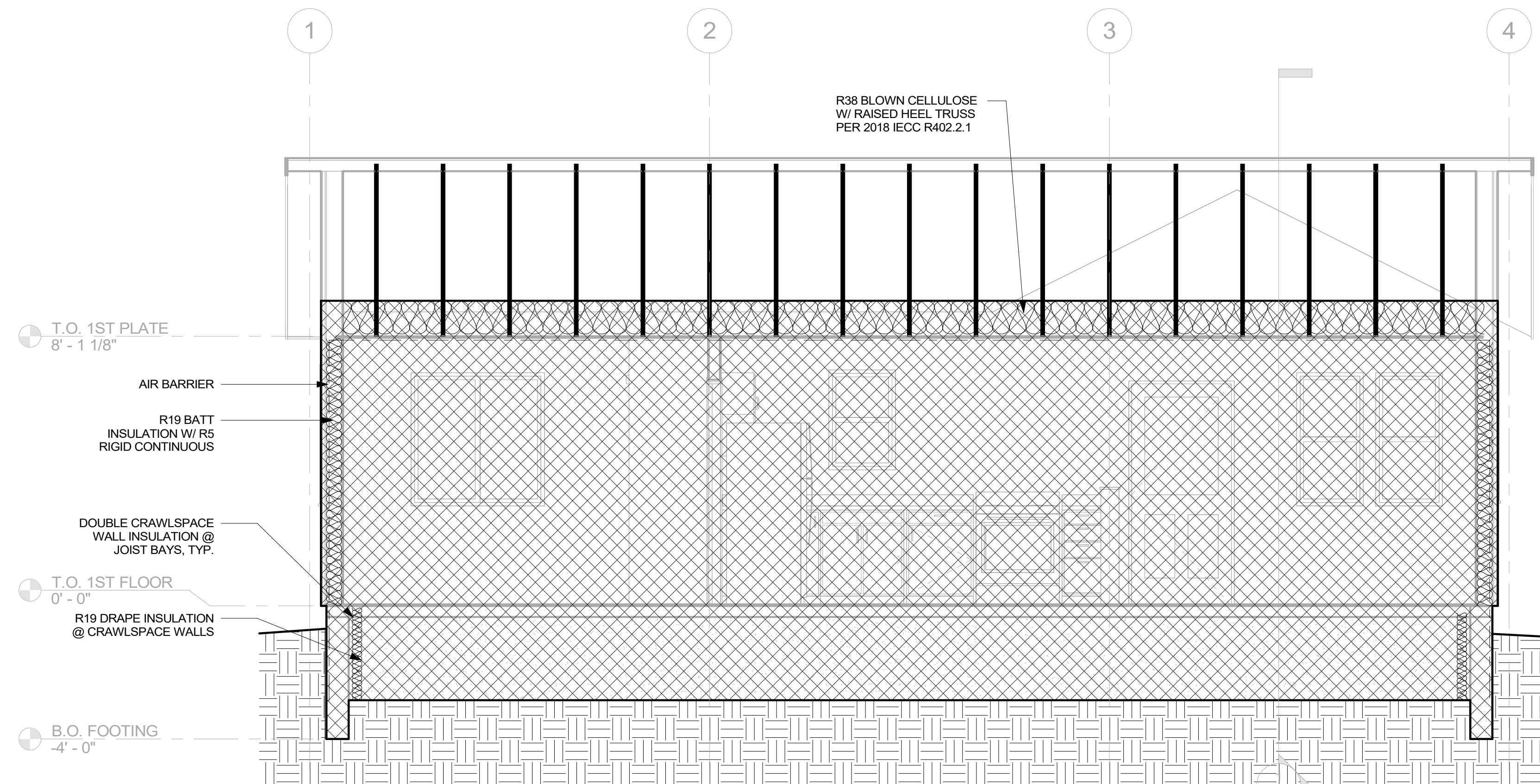
COMPONENT	AIR BARRIER CRITERIA	INSULATION INSTALLATION CRITERIA
General requirements	A continuous air barrier shall be installed in the building envelope. The exterior thermal envelope contains a continuous air barrier. Breaks or joints in the air barrier shall be sealed.	Air-permeable insulation shall not be used as a sealing material.
Ceiling/attic	The air barrier in any dropped ceiling/soffit shall be aligned with the insulation and any gaps in the air barrier shall be sealed. Access openings, drop down stairs or knee wall doors to unconditioned attic spaces shall be sealed.	The insulation in any dropped ceiling/soffit shall be aligned with the air barrier.
Walls	The junction of the foundation and sill plate shall be sealed. The junction of the top plate and the top of exterior walls shall be sealed. Knee walls shall be sealed.	Cavities within corners and headers of frame walls shall be insulated by completely filling the cavity with a material having a thermal resistance of R-3 per inch minimum. Exterior thermal envelope insulation for framed walls shall be installed in substantial contact and continuous alignment with the air barrier.
Windows, skylights and doors	The space between window/door jambs and framing, and skylights and framing shall be sealed.	
Rim joists	Rim joists shall include the air barrier.	Rim joists shall be insulated.
Floors (including above garage and cantilevered floors)	The air barrier shall be installed at any exposed edge of insulation.	Floor framing cavity insulation shall be installed to maintain permanent contact with the underside of subfloor decking, or floor framing cavity insulation shall be permitted to be in contact with the top side of sheathing, or continuous insulation installed on the underside of floor framing and extends from the bottom to the top of all perimeter floor framing members.
Crawl space walls	Exposed earth in unvented crawl spaces shall be covered with a Class I vapor retarder with overlapping joints taped.	Where provided instead of floor insulation, insulation shall be permanently attached to the crawlspace walls.
Shafts, penetrations	Duct shafts, utility penetrations, and flue shafts opening to exterior or unconditioned space shall be sealed.	
Narrow cavities		Batts in narrow cavities shall be cut to fit, or narrow cavities shall be filled by insulation that on installation readily conforms to the available cavity space.
Garage separation	Air sealing shall be provided between the garage and conditioned spaces.	
Recessed lighting	Recessed light fixtures installed in the building thermal envelope shall be sealed to the drywall.	Recessed light fixtures installed in the building thermal envelope shall be air tight and IC rated.
Plumbing and wiring		Batt insulation shall be cut neatly to fit around wiring and plumbing in exterior walls, or insulation that on installation readily conforms to available space shall extend behind piping and wiring.
Shower/tub on exterior wall	The air barrier installed at exterior walls adjacent to showers and tubs shall separate them from the showers and tubs.	Exterior walls adjacent to showers and tubs shall be insulated.
Electrical/phone box on exterior walls	The air barrier shall be installed behind electrical or communication boxes or air-sealed boxes shall be installed.	
HVAC register boots	HVAC register boots that penetrate building thermal envelope shall be sealed to the subfloor or drywall.	
Concealed sprinklers	When required to be sealed, concealed fire sprinklers shall only be sealed in a manner that is recommended by the manufacturer. Caulking or other adhesive sealants shall not be used to fill voids between fire sprinkler cover plates and walls or ceilings.	

a. In addition, inspection of log walls shall be in accordance with the provisions of ICC-400.

**3 AIR BARRIER REQUIREMENTS**  
 1" = 1'-0"



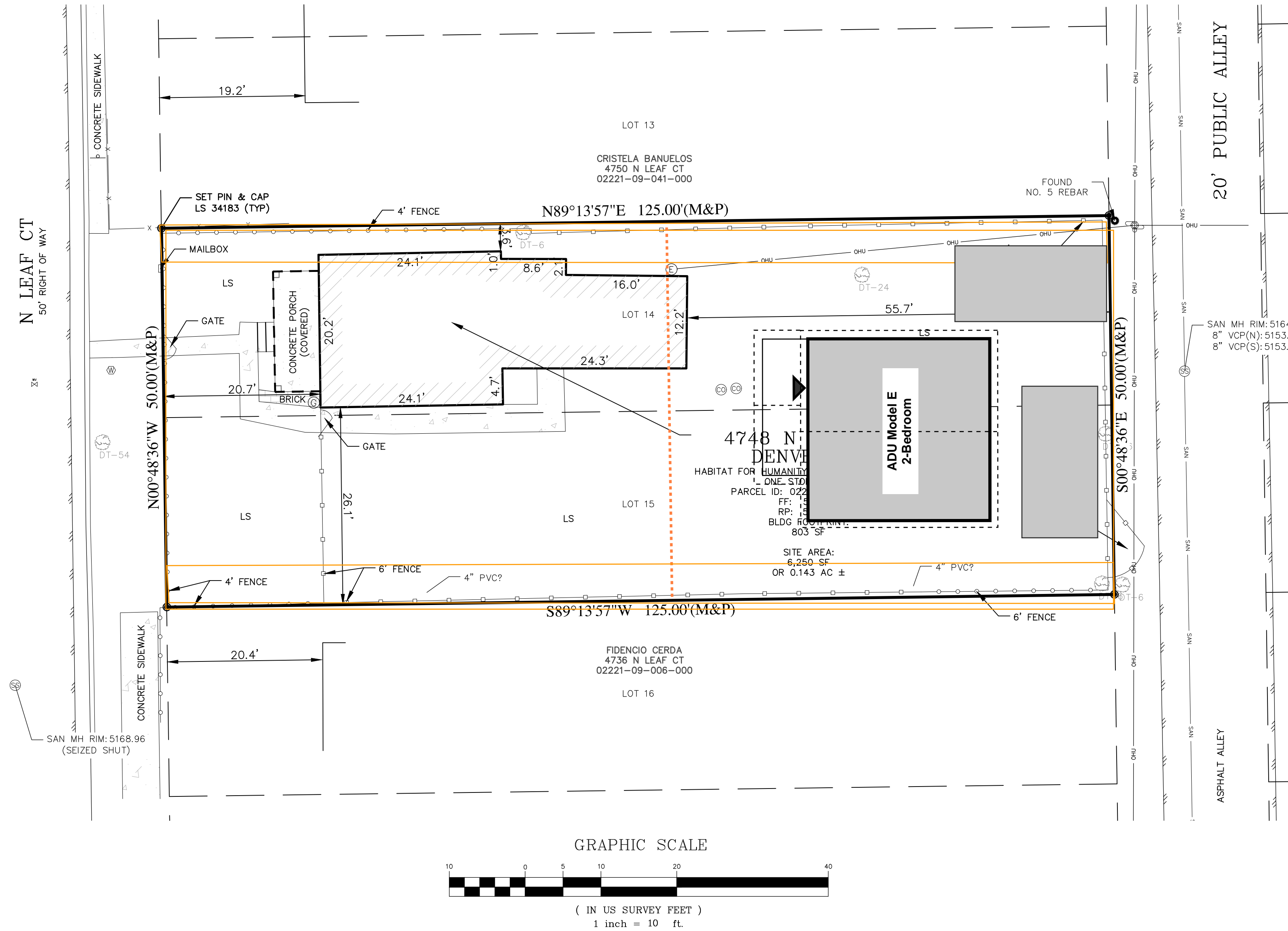
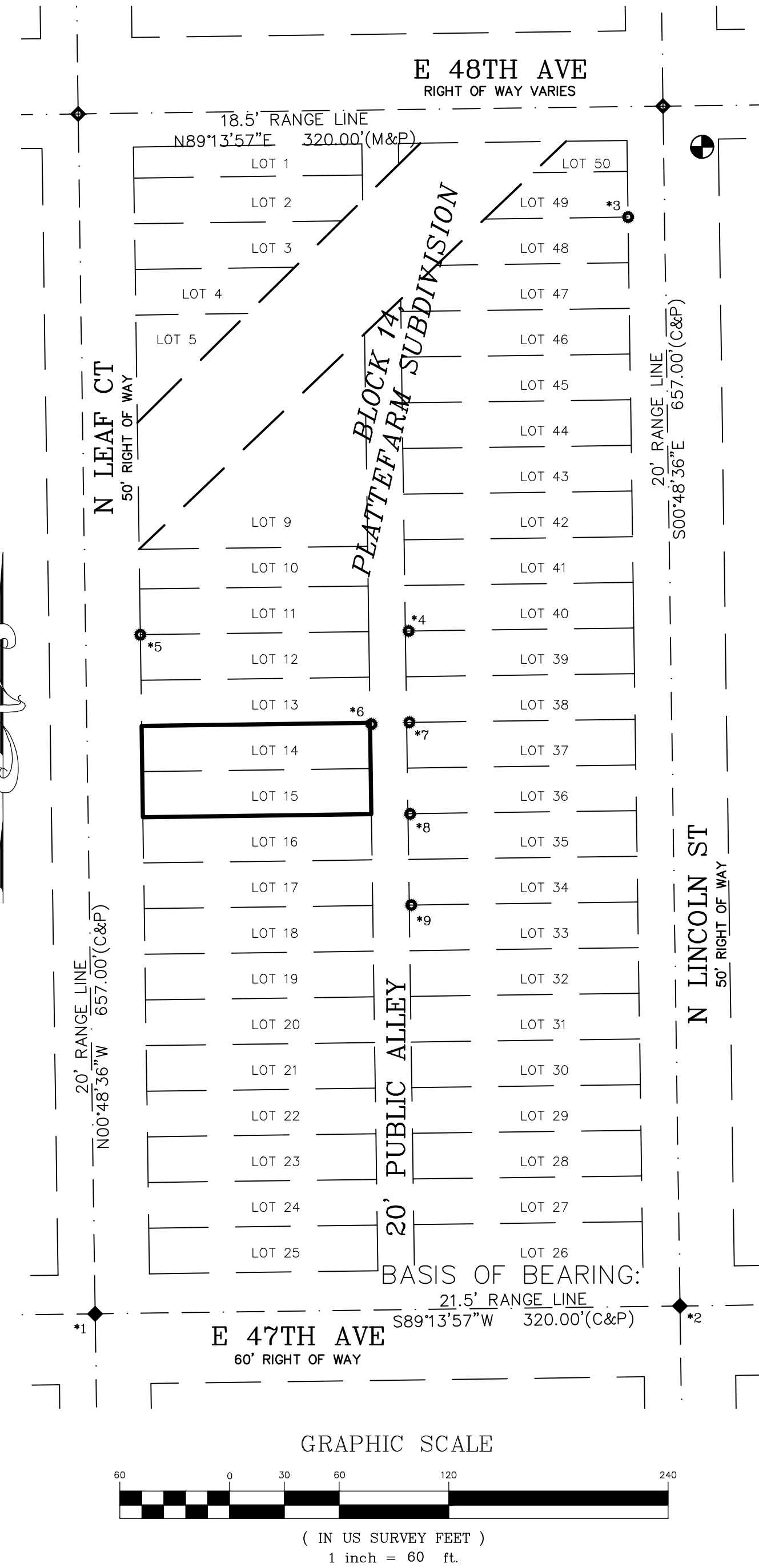
**2 BUILDING SECTION - SIDE TO SIDE**  
 3/8" = 1'-0"



**1 BUILDING SECTION - FRONT TO BACK**  
 3/8" = 1'-0"

# ALTA/NSPS LAND TITLE SURVEY

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF SECTION 22,  
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M.,  
CITY AND COUNTY OF DENVER, STATE OF COLORADO  
SHEET 2 OF 2



LEGEND	
	SET PIN & CAP P.L.S. 34183
	SECTION CORNER
	BENCHMARK
	CHISELED CROSS
	MONUMENT
	RANGE POINT
	RANGE POINT CALCULATED
	DECIDUOUS TREE (DT 12IN)
	UTILITY POLE
	CLEANOUT
	GAS METER
	ELECTRIC METER
	WATER VALVE
	FIRE HYDRANT
	WATER METER
	LIGHT POLE
	SIGN
	SANITARY SEWER MANHOLE
	OVERHEAD UTILITY
	SANITARY SEWER LINE
	WATER LINE
	EDGE OF ASPHALT
	IRON FENCE
	CHAINLINK FENCE
	WOOD FENCE
	CONCRETE
	LANDSCAPE
	MEASURED
	PLATTED

FRONT SETBACK:  
4760 N LEAF CT - 19.6'  
4730 N LEAF CT - 21.5'

BOUNDARY CONTROL CALCULATION TABLE				
MONUMENT DESCRIPTION NUMBER	DESCRIPTION OF FOUND MONUMENT	LOCATION OF MONUMENT	RATING	ERROR OF POSITION RELATIVE TO PROPERTY LINE
01	RANGE POINT - MAG NAIL	INTERSECTION OF E 47TH AVE & N LEAF CT	100%	SOUTH 0.00 X WEST 0.00
02	RANGE POINT - MAG NAIL	INTERSECTION OF E 47TH AVE & N LINCOLN ST	100%	SOUTH 0.00 X WEST 0.00
03	BLUE PIN & CAP "LS ILLEGIBLE"	SE COR LOT 49, BLOCK 14, PLATTEFARM SUBDIVISION	99%	NORTH 0.02 X EAST 0.07
04	RED PIN & CAP "LS ILLEGIBLE"	NW COR LOT 39, BLOCK 14, PLATTEFARM SUBDIVISION	95%	NORTH 0.04 X EAST 1.82
05	RED PIN & CAP "LS 16828"	SW COR LOT 11, BLOCK 14, PLATTEFARM SUBDIVISION	100%	NORTH 0.00 X EAST 0.00
06	NO. 5 REBAR	SE COR LOT 13, BLOCK 14, PLATTEFARM SUBDIVISION	0%	SOUTH 0.69 X EAST 0.76
07	RED PIN & CAP "LS ILLEGIBLE"	NW COR LOT 37, BLOCK 14, PLATTEFARM SUBDIVISION	95%	NORTH 0.05 X EAST 1.50
08	NO. 5 REBAR	NW COR LOT 35, BLOCK 14, PLATTEFARM SUBDIVISION	90%	SOUTH 0.11 X EAST 1.24
09	NO. 5 REBAR	NW COR LOT 33, BLOCK 14, PLATTEFARM SUBDIVISION	99%	SOUTH 0.01 X EAST 1.15

NOTE: BOUNDARY CONTROL CALCULATION RATING IS BASED ON PROFESSIONAL SURVEYORS' OPINION. RATING REFLECTS THE PERCENTAGE OF CONFIDENCE MONUMENT HAS IN RELATION TO THE BOUNDARY.

### INDEXING STATEMENT

DEPOSITED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_, M.,  
IN BOOK \_\_\_\_\_ OF THE COUNTY SURVEYOR'S LAND SURVEY RIGHT-OF-WAY  
SURVEYS AT PAGE(S) \_\_\_\_\_  
RECEPTION NUMBER \_\_\_\_\_

SHEET 2 OF 2

	9940 WEST 25TH AVENUE LAKEWOOD, CO 80215 303-202-1560 WWW.FALCONSURVEYING.COM	
	DATE: 09/27/22	REVA:
DRAWN BY: CT	CHK'D BY: JJM	JOB NO. 220912
DATE OF FIELD SURVEY: 09/26/22		220912_JSP.DWG

COUNTY SURVEYOR/DEPUTY COUNTY SURVEYOR

# Globeville, Elyria-Swansea Coalition Organizing for *Health and Housing Justice*

12/20/22

Dear Denver Planning Board,

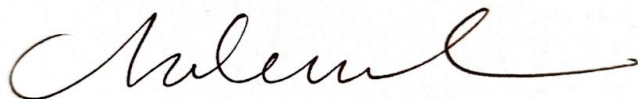
The GES Coalition has been the (community) incubator and parent organization for Tierra Colectiva Community Land Trust and is in support of the rezoning application to pursue U-TU-C zoning at 2 properties in Globeville. For 5 years now the GES Coalition has been building out units with development and fiscal partners to sustain a Community-led-and-based Community Land Trust (CLT) in Globeville Elyria and Swansea neighborhoods called Tierra Colectiva. We currently have 16 homes in the pipeline of Tierra Colectiva and the ability to add tandem homes would make 17 and 18 homes. Over the years, the GES Coalition has supported GES neighbors to prepare to purchase homes and prevent displacement, yet the prices for rent and home sales continue to increase. That is why it is so important to leverage every opportunity and strategy we can employ to continue to have affordable homes for sale in our effort.

Habitat for Humanity Metro Denver—Colorado Community Land Trust is the CLT incubator and Habitat will be the developer for this project. The properties we are requesting to re-zone have existing homes that we have already done repairs on and are nearly ready to sell (after this process). We have determined that these 2 parcels could also fit a tandem home to each property in which Habitat will develop homes using their pre-approved ADU 2 and 3 bedroom models to add in tandem homes. We need the TU zoning instead of the ADU, however, because although the land in both homes will be owned by the CLT, the homes will be sold to separate families. Our commitment and mission is that all these homes will be affordable and reach as low of AMI pricing as we are able—we aim for 50-60AMI. This is a unique opportunity to move additional families into a homeownership and stable living situation where their families can be an ongoing part of our community.

The GES Coalition will continue to discuss the proposed amendments with surrounding neighbors, groups and RNOs in Globeville, with anticipation of additional letters of support to come.

It is our hope that you will also support this rezoning application.

Thank you,

A handwritten signature in black ink, appearing to read "Nola Miguel", written in a cursive style.

Nola Miguel MSW, GES Coalition Co-Director