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TO: Denver City Council
FROM: Brandon Shaver, Senior City Planner
DATE: May 7, 2020
RE: Official Zoning Map Amendment Application #2019I-00121
3275 & 3315 Denargo Street
Rezoning from I-B, UO-2 to C-MX-12, DO-7

Staff Report and Recommendation

Based on the criteria for review in the Denver Zoning Code, Staff recommends **approval** for Application #2019I-00121.

Request for Rezoning

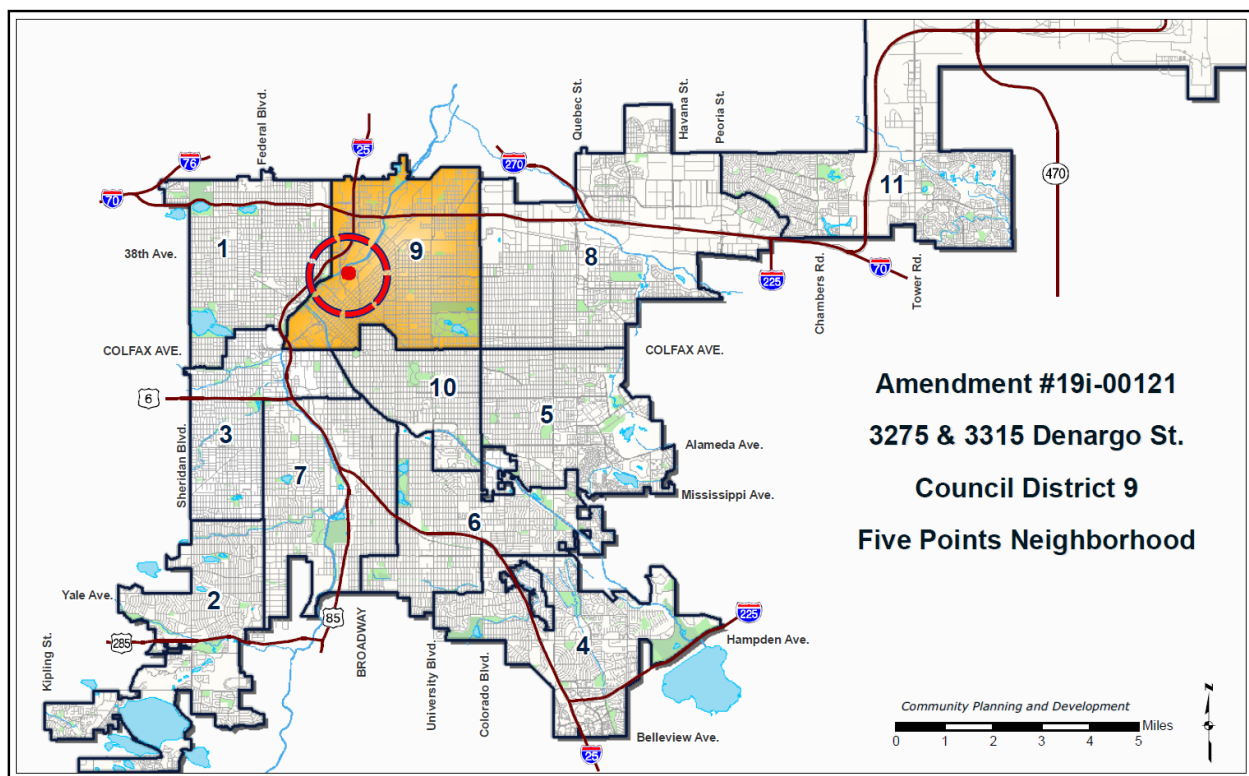
Address:	3275 & 3315 Denargo Street
Neighborhood/Council District:	Five Points / Council District 9
RNOs:	Inter-Neighborhood Cooperation (INC), RiNo Art District, UCAN, Northeast Denver Friends & Neighbors (NEDFANS), Elyria Swansea/Globeville Business Association, Center City Denver Residents Organization, Rio Norte, Denver Arts and Culture Initiative
Area of Property:	166,598 square feet or 3.82 acres
Current Zoning:	I-B, UO-2
Proposed Zoning:	C-MX-12, DO-7
Property Owner(s):	LoDo Self Storage LLC & AFTCO 3315 LLC
Owner Representative:	Eric McDaniel

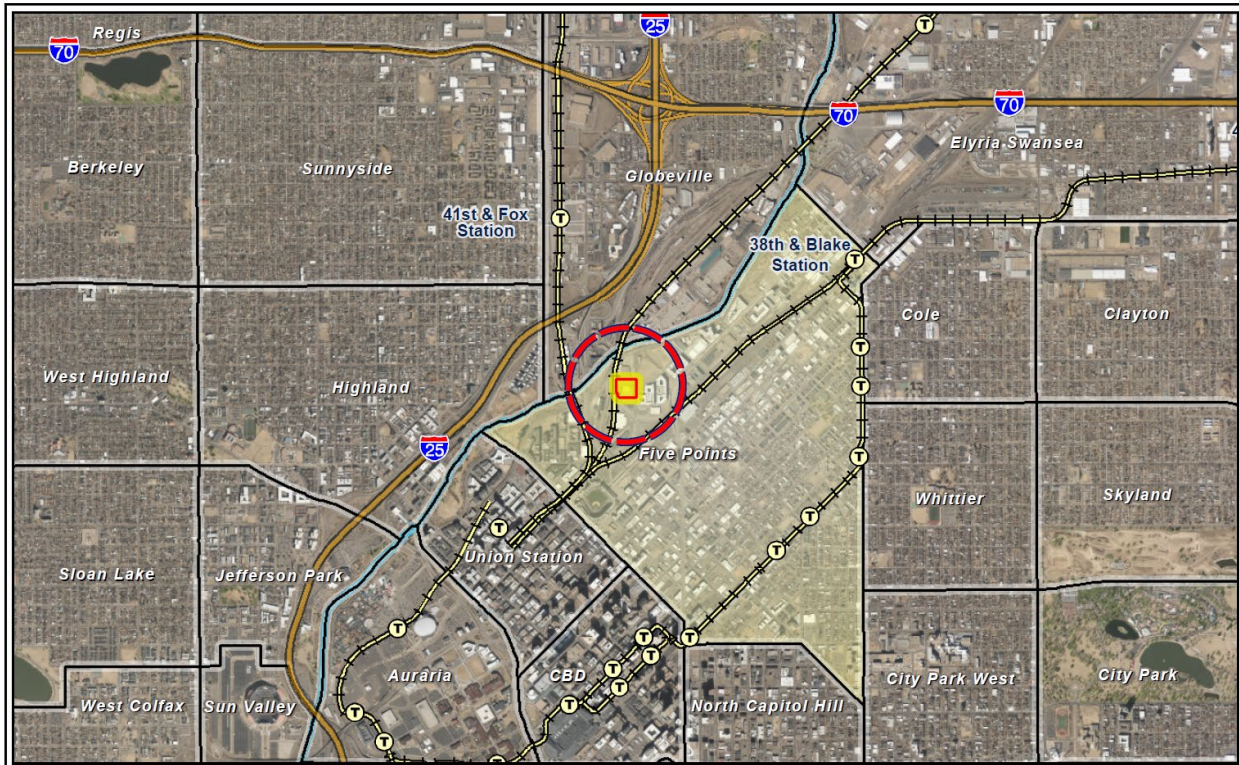
Summary of Rezoning Request

- The property is in the Five Points statistical neighborhood near the southwest corner of Denargo and Delgany streets.
- The properties, owned by LoDo Self Storage LLC and AFTCO 3315 LLC, are occupied by a self-storage facility and an industrial warehouse.
- The applicant is requesting this rezoning to enable mixed-use redevelopment. Concurrent with this rezoning, the applicant team is proposing to record an agreement that would ensure development of affordable housing units on the subject site.
- The proposed zone district, C-MX-12, DO-7, can be summarized as follows (see map below illustrating proposed zone district):
 - The C-MX-12 zone district stands for Urban Center, Mixed Use, with a maximum height of 12 stories. The C-MX zone districts are mixed-use zone districts that allow a wide range of residential and commercial uses with minimum build-to and increased transparency requirements intended to promote active pedestrian areas on public streets. The C-MX-12 zone district allows up to 12 stories and 150 feet in building height.

- The River North Design Overlay (DO-7) is intended to promote high-quality design, a human scale that promotes vibrant pedestrian-oriented streets, and multi-modal transportation options. These design standards mandate a higher design quality and street level activation than the C-MX base zone district and the overlay would apply to entire subject site.
- Further details of the requested zone district(s) can be found in the proposed zone district section of the staff report (below) and in Articles 7 and 9 of the Denver Zoning Code (DZC).

Existing Context



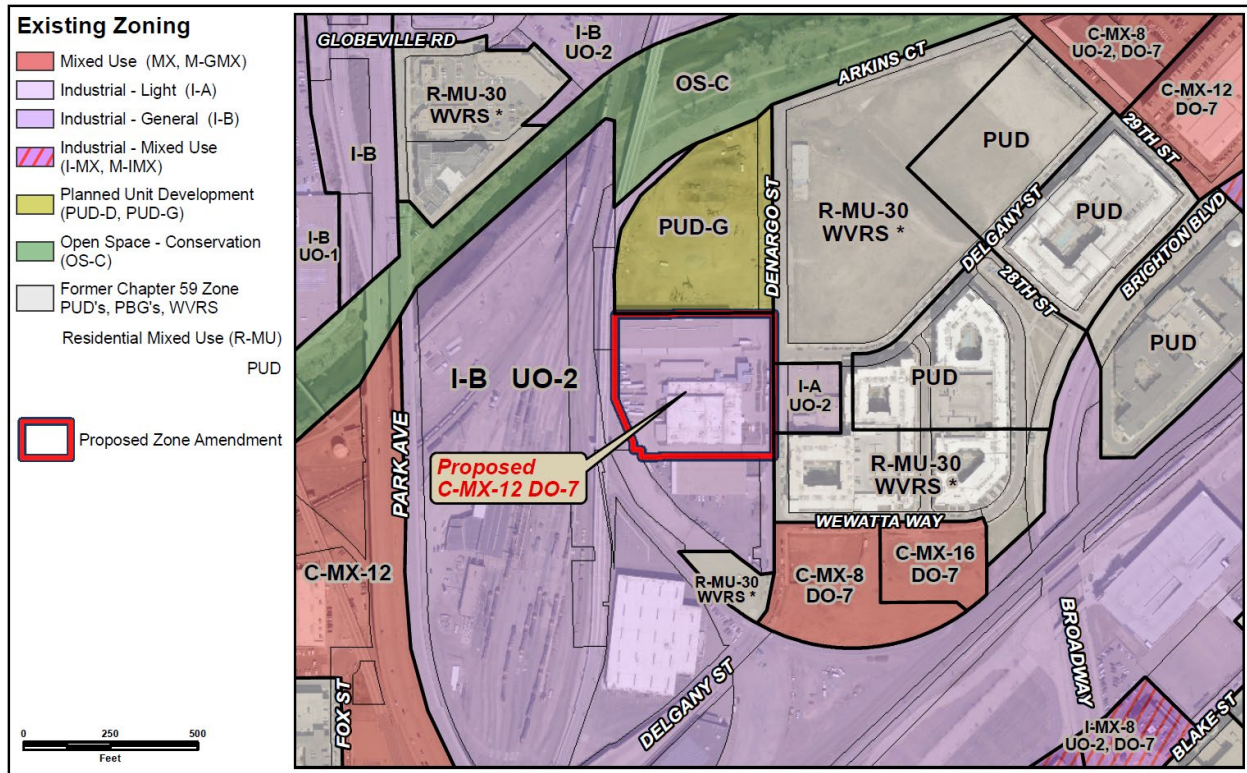


The subject property is located within the Five Points Neighborhood, just outside the ½ mile walkshed of Denver Union Station. Significant public and private reinvestment in recent years suggest this area is continuing to transition from an industrial area into a dynamic urban center. The subject site has approximately 400 feet of frontage along Denargo Street and has lot depths ranging from approximately 335 feet to 410 feet. It is located immediately east of the Burlington Northern Santa Fe railroad, southeast of the South Platte River and north of the major intersection of Delgany Street and Park Avenue West. In addition to being within walking distance of the commuter rail station, the subject property is served by RTD bus routes 8, 38 and various express routes along Park Avenue West.

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

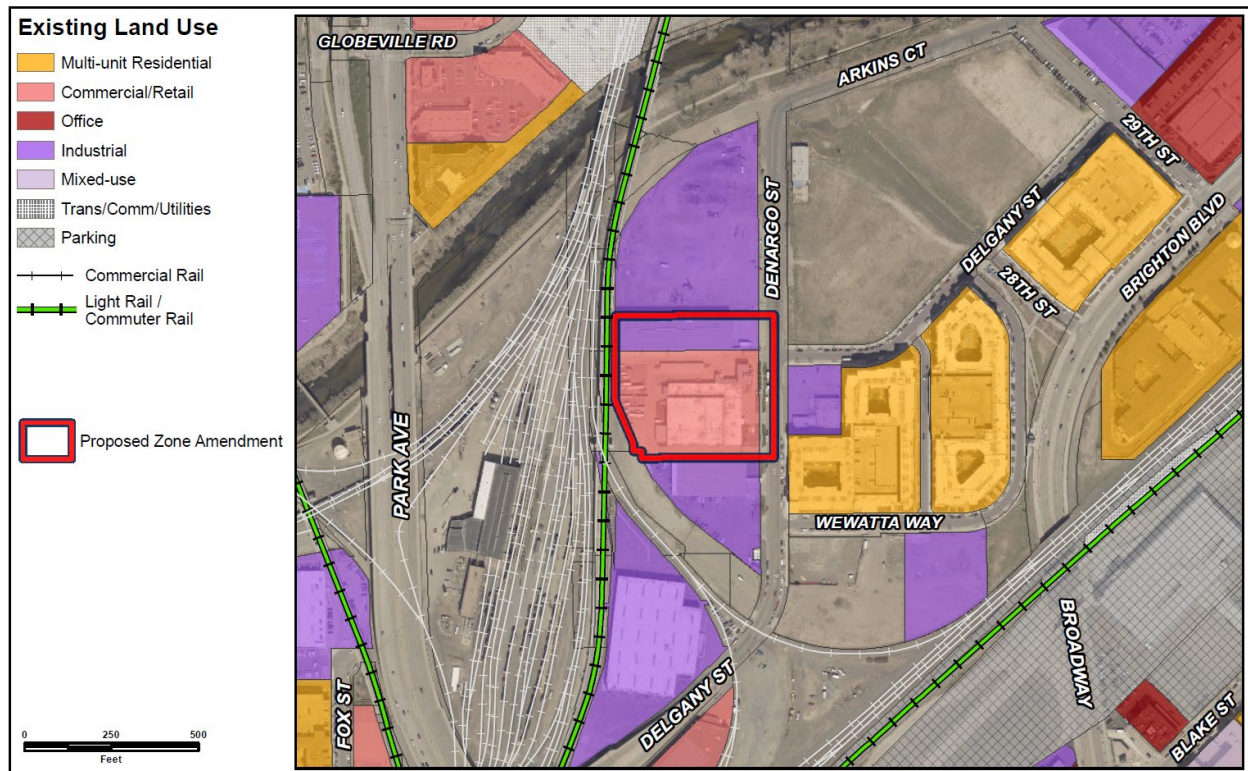
	Existing Zoning	Existing Land Use	Existing Building Form/Scale	Existing Block, Lot, Street Pattern
Site	I-B, UO-2	Mini-storage and food processing	2-story mini-storage office building and two large 1-story warehouses	The Denargo Market area is cut off by railroads on two sides and the South Platte on another. Major street connections are provided to Park Ave. and Broadway/ Brighton Blvd. The block pattern is irregular. Vehicle parking is provided in structures for new residential buildings and in surface lots for industrial uses.
North	PUD-G #12	Vacant	N/A	
South	I-B, UO-2	Food processing	1-story warehouse with loading docks and large surface parking lot	
East	I-A, UO-2 & R-MU-30 with waivers and conditions	Warehouse, multi-unit residential and vacant	Small 1-story warehouse, a 5-story apartment building and a vacant 11.19-acre parcel	
West	I-B, UO-2	Railroad junction	N/A	

1. Existing Zoning



The existing zoning on the subject property is I-B, UO-2 which is a general industrial district that includes a billboard use overlay. The zone district allows general industrial uses and unlimited height, except in areas within 175 feet of a protected district, but there are no protected districts in proximity to this site. This zoning continues west of the subject property to the Park Avenue viaduct. The I-A, UO-2 district to the east allows for the same heights, building siting standards and billboard uses as the subject property, but with less intensive industrial uses. To the northeast and southeast of the subject property, across Denargo Street, there are properties zoned R-MU-30 with waivers and conditions. The R-MU-30 zone district is described in Former Chapter 59 (FC59) Section 301(a)(3) as a “primarily residential district allowing higher density multiple unit dwellings of a density appropriate to the center-city and other activity centers such as light rail transit stations. Supporting commercial development, such as consumer retail and service uses and small-scale office uses, is encouraged to create a truly mixed-use environment.” The maximum height allowed under the base zoning is 140 feet, and there is no required front setback, except for one and two-unit residential structures, which have a 10-foot required front setback. The R-MU-30 portion of the property was not rezoned into the Denver Zoning Code in 2010 because, when the property was rezoned in 2007, there were four waivers and a condition applied. Relevant waivers limit the maximum height to 75 feet and allow zero-foot setbacks. PUD-G 12, approved in early 2015, is directly north of the subject. The PUD is based on the C-MX-12 zone district with altered building form requirements that anticipate future public open space abutting the South Platte River and the realignment of Denargo Street.

2. Existing Land Use Map



3. Existing Building Form and Scale



Site - Aerial view, looking west (Source: Google Maps)



Site - from Delgany Street (Source: Google Maps)



Site – from Denargo Street (Source: Google Maps)



North – from Denargo Street (Source: Google Maps)



East – from Denargo Street (Source: Google Maps)



South – from Denargo Street (Source: Google Maps)



West – from Park Avenue West (Source: Google Maps)

Proposed Zoning

C-MX-12 Zone District

The requested C-MX-12 zone district has a maximum height, in feet, of 150 feet with allowable encroachments. The minimum primary street setback is 0', except for the town house building form which has a 10' minimum primary street setback. It also requires a minimum build-to of 70% with 40% transparency on primary streets. A variety of mixed residential and commercial uses are allowed. For additional details regarding building form standards in the C-MX-12 zone district, see DZC Section 7.3.3.4.

DO-7 (River North Design Overlay)

The River North (RiNo) Design Overlay addresses a variety of urban design objectives. Per DZC Section 9.4.5.11, the purpose of the overlay district is to promote high quality design, a human scale that promotes vibrant pedestrian-oriented streets, and multi-modal transportation options. Specifically, the overlay addresses build-to requirements, residential setbacks, parking location and access, and building design such as mass reduction and transparency. The DO-7 sets forth the following requirements in addition to any base DZC zone district:

- A 16-foot minimum street level height;
- 50% transparency along primary streets (compared to 40% in the C-MX zone districts) and 40% transparency along side streets (compared to 25% in the C-MX zone districts); and
- For lots over 18,750 square feet in area or wider than 150 feet, 70% of all street level building frontages on Primary Streets must be occupied by street level nonresidential active uses. DZC Section 9.4.5.11.F.3 of the DO-7 overlay district defines street level nonresidential active uses by prohibiting several uses including all types of residential, Light Automobile Services, Mini-Storage Facilities, and Light Wholesale Trade or Storage.

Where standards in the DO-7 overlay zone district differ from standards in the C-MX-12 zone district, the DO-7 zone district standards will apply.

The primary building forms allowed in the existing zone district and the proposed zone district are summarized below.

Design Standards	I-B, UO-2 (Existing)	C-MX-12, DO-7 (Proposed)
Primary Building Forms Allowed	General; Industrial	Town House; General; Shopfront
Height in Stories / Feet (max)	N/A	12/150'
Primary Street Build-To Percentages (min)	N/A	70% to 75%*
Primary Street Build-To Ranges	N/A	0' to 15'*
Minimum Zone Lot Size/Width	N/A	N/A
Primary Street Setbacks (min)	20'	0' to 10'*
Building Coverage	N/A	N/A

*Standard varies between building forms

Proposed Affordable Housing Agreement

Concurrent with the rezoning, the applicant is also facilitating a voluntary affordable housing agreement to be signed and recorded by the property owner. The agreement would apply to the entirety of the site. General terms include a commitment to construct at least 10% of total units affordable to residents earning 80% or less of Area Median Income. A minimum of 25% of the units would have at least two bedrooms. The income-restricted units would remain at this level of affordability for a minimum period of 99 years.

Summary of City Agency Referral Comments

As part of the DZC review process, the rezoning application is referred to potentially affected city agencies and departments for comment. A summary of agency referral responses follows:

Assessor: Approved – No Response

Asset Management: Approved – No comments

Denver Public Schools: Approved – No Response

Department of Public Health and Environment: Approved – No comments

Denver Parks and Recreation: Approved – No comments

Public Works – R.O.W. - City Surveyor: Approved – Legal description accepted

Development Services - Transportation: Approved – No response

Development Services – Wastewater: Approved – No comments

Development Services – Project Coordination: Approved – No response

Development Services – Fire Prevention: Approved – No response

Public Review Process

	Date
CPD informational notice of receipt of the rezoning application to all affected members of City Council, registered neighborhood organizations, and property owners:	9/18/19
Applicant submitted revised application	12/2/19
Property legally posted for a period of 15 days and CPD written notice of the Planning Board public hearing sent to all affected members of City Council, registered neighborhood organizations, and property owners:	1/13/20
Planning Board Public Hearing (voted 5-0 in favor)	1/29/20
CPD written notice of the Land Use, Transportation and Infrastructure Committee meeting sent to all affected members of City Council and registered neighborhood organizations, at least ten working days before the meeting:	1/21/20
Land Use, Transportation and Infrastructure Committee of the City Council meeting:	2/4/20
Property legally posted for a period of 21 days and CPD notice of the City Council public hearing sent to all affected members of City Council and registered neighborhood organizations:	2/24/20
City Council Public Hearing (postponed):	3/16/20
City Council Public Hearing:	5/11/20

Public Outreach and Input

- **Registered Neighborhood Organizations (RNOs)**
 As of the date of this report, staff has received two letters of support from RNOs pertaining to this application.
 - Globeville Elyria Swansea Business Association
 - RiNo Art District
- **Other Public Comment**
 As of the date of this report, staff has not received any written comment pertaining to this application.

Criteria for Review / Staff Evaluation

The criteria for review of this rezoning application are found in DZC, Sections 12.4.10.7 and 12.4.10.8, as follows:

DZC Section 12.4.10.7

1. Consistency with Adopted Plans
2. Uniformity of District Regulations and Restrictions
3. Public Health, Safety and General Welfare

DZC Section 12.4.10.8

1. Justifying Circumstances
2. Consistency with Neighborhood Context Description, Zone District Purpose and Intent Statements

1. Consistency with Adopted Plans

The following adopted plans currently apply to this property:

- *Denver Comprehensive Plan 2040*
- *Blueprint Denver* (2019)
- *River North Plan* (2003)
- *Housing an Inclusive Denver* (2018)

Denver Comprehensive Plan 2040

The proposed rezoning is consistent with many of the adopted *Denver Comprehensive Plan 2040* strategies, which are organized by vision element.

The proposed rezoning would allow for mixed-use development, including an increase in allowed housing density, while also enabling additional affordable housing units close to services and amenities. It is therefore consistent with the following strategies in the Equitable, Affordable and Inclusive vision element:

- Equitable, Accessible and Inclusive Goal 1 – *Ensure all Denver residents have safe, convenient and affordable access to basic services and a variety of amenities* (p. 28).
- Equitable, Affordable and Inclusive Goal 2 Strategy A - *Create a greater mix of housing options in every neighborhood for all individuals and families* (p. 28).

The proposed rezoning would enable mixed-use infill development at a location where services and infrastructure are already in place. The proposed C-MX-12 zoning would allow for a broader variety of uses including housing, retail services, and employment while the DO-7 overlay will require enhanced building forms at an intensity consistent with the desire for urban, walkable, mixed-use neighborhoods around transit, and is therefore consistent with the following strategies in the Strong and Authentic Neighborhoods vision element:

- Strong and Authentic Neighborhoods Goal 1, Strategy D – *Encourage quality infill development that is consistent with the surrounding neighborhoods and offers opportunities for increased amenities* (p. 34).
- Strong and Authentic Neighborhoods Goal 2, Strategy D – *Use urban design to contribute to economic viability, public health, safety, environmental well-being, neighborhood culture and quality of life* (p. 34).

Similarly, the land use pattern detailed in the previous paragraph is also consistent with the following strategies in the Environmentally Resilient vision element:

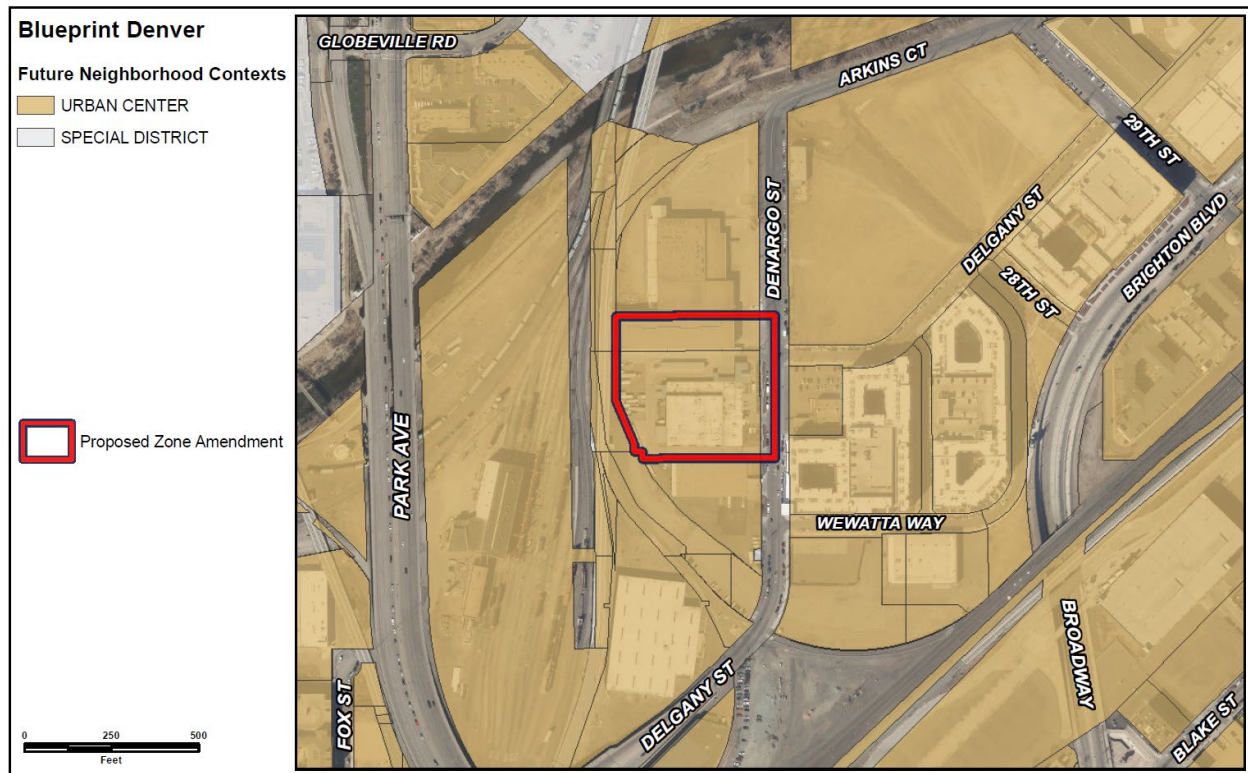
- Environmentally Resilient Goal 8, Strategy A- *Promote infill development where infrastructure and services are already in place* (p. 54).
- Environmentally Resilient Goal 8, Strategy B- *Encourage mixed-use communities where residents can live, work and play in their own neighborhoods* (p. 54).

The requested map amendment will enable mixed-use development at an infill location where infrastructure is already in place. The requested C-MX-12 zone district broadens the variety of uses allowing residents to live, work and play in the area, therefore the rezoning is consistent with *Denver Comprehensive Plan 2040* recommendations.

Blueprint Denver (2019)

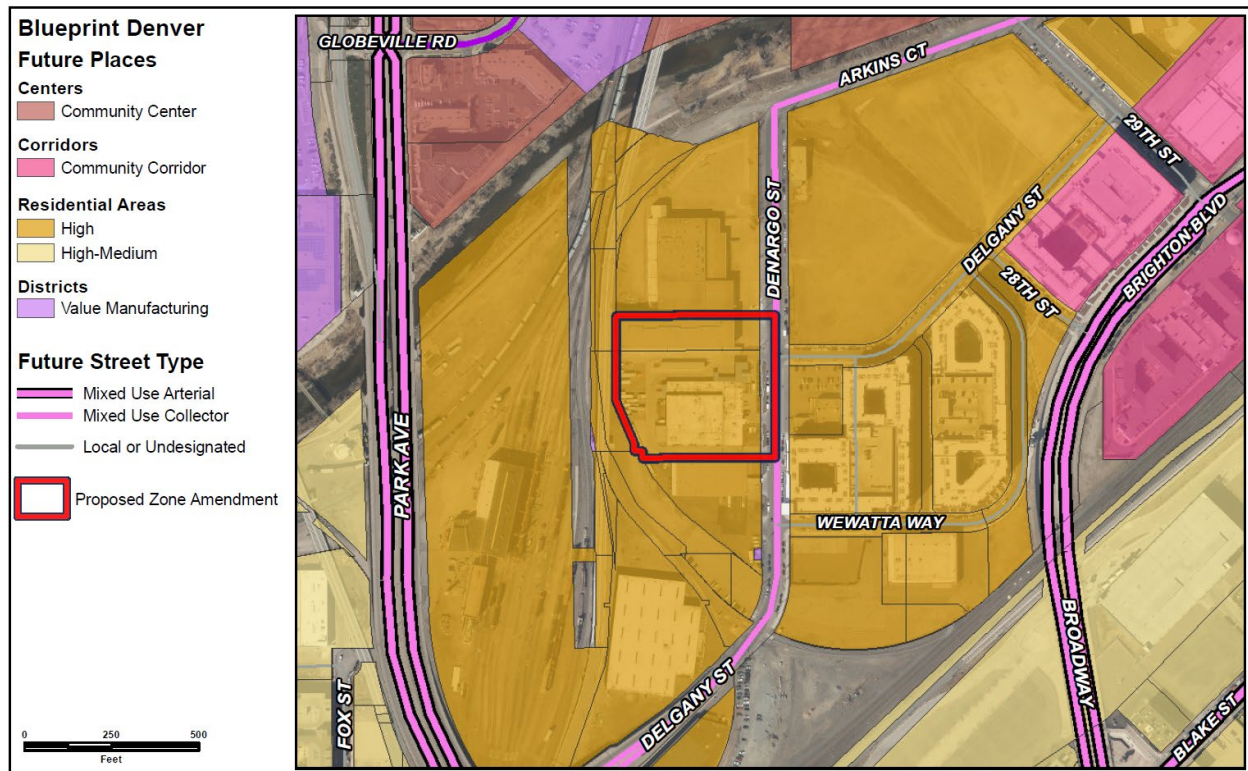
Blueprint Denver was adopted in 2019 as a supplement to *Comprehensive Plan 2040* and establishes an integrated framework for the city's land use and transportation decisions. *Blueprint Denver* identifies the subject property as part of a High Residential Area place within the Urban Center Neighborhood Context and provides guidance from the future growth strategy for the city.

Blueprint Denver Future Neighborhood Context



In Blueprint Denver, future neighborhood contexts are used to help understand differences in land use and built form and mobility options at a higher scale, between neighborhoods. The subject property is within the Urban Center Neighborhood Context. “This context contains high intensity residential and significant employment areas. Development typically contains a substantial mix of uses, with good street activation and connectivity” (p. 252). The proposed C-MX-12 zone district is part of the Urban Center context and is “intended to promote safe, active, and pedestrian-scaled diverse areas through the use of building forms that clearly activate the public street edge” and “the Mixed-Use districts are focused on creating mixed, diverse neighborhoods” (DZC 7.2.2.1). Since the proposed district allows a mix of uses and allowable building forms that contribute to street activation, the proposed rezoning to an Urban Center context is appropriate and consistent with the plan.

Blueprint Denver Future Places

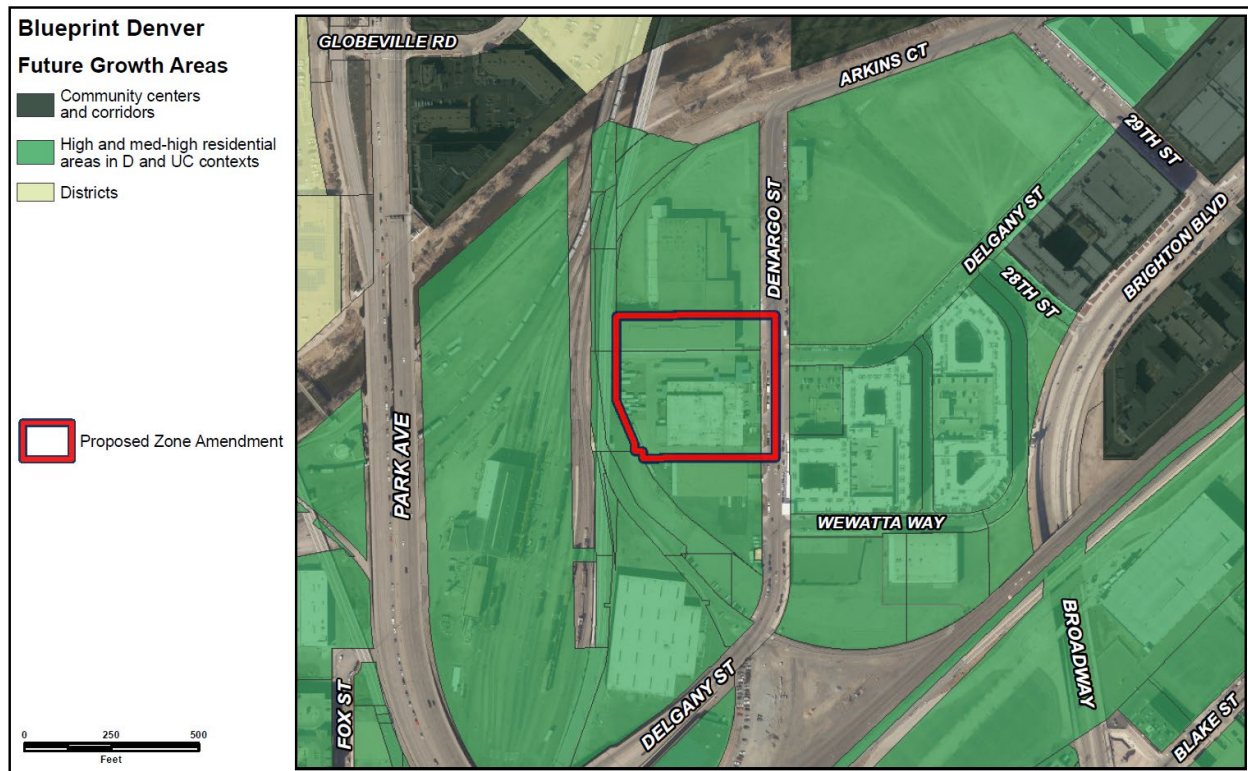


The Future Places map designates the subject property as High Residential Area. Blueprint Denver describes the aspirational characteristics of High Residential Areas in the Urban Center context as having a “high mix of uses throughout including many large-scale multi-unit residential uses. Commercial uses are prevalent. Buildings are the tallest of the residential places of this context. There is high lot coverage and shallow setbacks” (p. 260). Consistent with this guidance, the proposed C-MX-12 district provides for a mix of uses and stringent building form standards that create an active street level presence. Given the High Residential height guidance in Blueprint Denver, the requested 12-story district height is consistent with the surrounding context and appropriate for the High Residential guidance in this location.

Street Types

Blueprint Denver classifies Denargo Street as a Mixed-Use Collector. According to the plan, this street type supports a “varied mix of uses including retail, office, residential and restaurants. Buildings are pedestrian-oriented, typically multi-story, usually with high building coverage with a shallow front setback” (p. 159). The proposed C-MX-12 zone district with the DO-7 design overlay would allow a mix of residential and commercial uses at an intensity and orientation consistent with this street type classification.

Growth Strategy



Blueprint Denver designates the subject property as part of a High Residential Area in an Urban Center neighborhood context. High and High-Medium Residential Areas in Downtown and Urban Center neighborhood contexts are anticipated to see 15% of new housing growth and 5% of new employment growth by 2040 (p. 50-51). Focusing growth in these areas helps to provide a variety of housing, jobs and entertainment options within a comfortable distance to all Denverites and is a key element of building complete neighborhoods throughout Denver (p. 49). The proposed map amendment to C-MX-12 will allow for continued residential and employment growth in a High Residential Area where it has been determined to be most appropriate. Therefore, the proposed rezoning is consistent with the Blueprint Denver growth strategy.

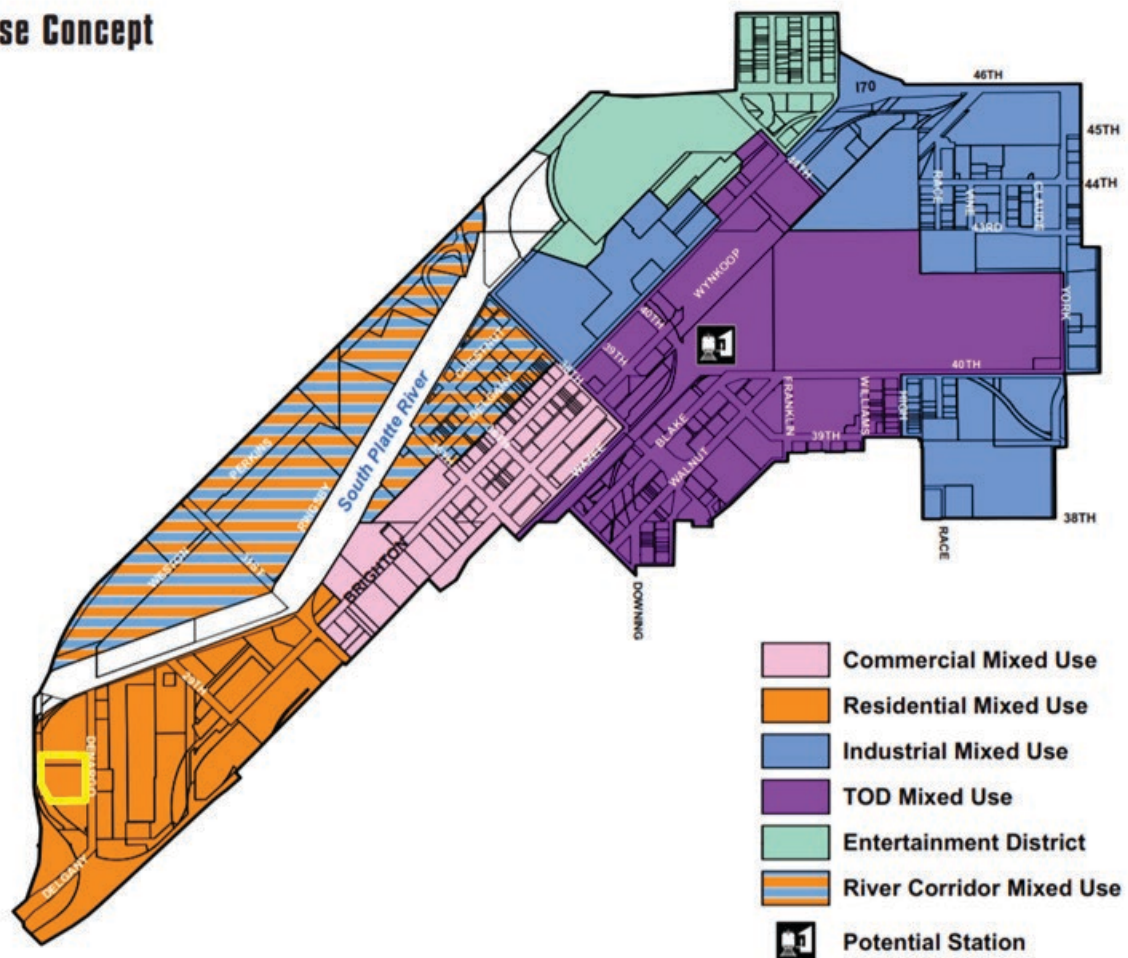
The proposed rezoning, with the inclusion of a design overlay, is also consistent with policies and strategies related to creating exceptional design outcomes in high-profile areas throughout Denver. "Mixed-use buildings should engage the street level and support pedestrian activity. The bulk and scale should be respectful of the surrounding character" (p. 102).

- Land Use & Built Form: Design Quality & Preservation Policy 3, Strategy D – *Use design overlays in limited areas to direct new development towards a desired design character unique to the area that cannot be achieved through other tools. Design overlays are most effective where a design vision has been articulated through a planning process* (p. 102).

River North Plan (2003)

The River North Plan was adopted by City Council in 2003 and applies to the subject property. It designates the area Residential Mixed-Use and includes specific recommendations for the Denargo Market area, including “facilitate the redevelopment of the Denargo Market area into an exciting mixed-use community” (p. 59).

Land Use Concept



The plan recommends “Residential Mixed-Use zoning, Commercial Mixed-Use zoning, or a combination of both” for the Residential Mixed-Use areas (p. 84). The plan recommendations for the Denargo Market area are to “create a compact, mixed-use, pedestrian friendly development” and “ensure that urban design reinforces the pedestrian-oriented and transit-supportive character of the area and creates friendly and useable public spaces” (p. 76). The plan does not include specific building height recommendations, but suggests there should be “appropriate massing, scale, building heights and building size for new development with height limits along the South Platte River” (p. 76). This site is not located along the river where such height limits would apply.

The proposed C-MX-12 zone district would be consistent with the recommendations of the River North Plan by allowing a residential, office, and retail uses in a pedestrian-friendly form. The allowed 12-story maximum height is appropriate for an urban development near downtown. The design and build- to requirements of the C-MX-12 zone district, in conjunction with the River North design overlay, would ensure an urban form compatible with a new, pedestrian-oriented development.

Housing an Inclusive Denver (2018)

Housing an Inclusive Denver is not adopted as a supplement to the Comprehensive Plan, but the plan was adopted by City Council. Housing an Inclusive Denver provides guidance and strategies to create and preserve strong and opportunity-rich neighborhoods with diverse housing options that are accessible and affordable to all Denver residents (p. 6). Core goals of the plan include: creating affordable housing in vulnerable areas and in areas of opportunity; preserving affordability and housing quality; promoting equitable and accessible housing; and stabilizing residents at risk of involuntary displacement (p. 7). To that end, the plan includes several recommendations, including “promote development of new affordable, mixed-income and mixed-use rental housing” (p. 83). As described above, the proposed development would include a housing commitment requiring 10% of all units to be affordable at 80% AMI for 99 years. Given this commitment, the proposed rezoning would facilitate additional affordable housing opportunities consistent with the goals and strategies of Housing an Inclusive Denver.

2. Uniformity of District Regulations and Restrictions

The proposed rezoning to C-MX-12, DO-7 will result in the uniform application of zone district building form, use and design regulations.

3. 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 plan. The proposed rezoning would also facilitate increased housing density near services and amenities and foster the creation of a walkable, urban area within walking distance to downtown.

4. Justifying Circumstance

The application identifies several changed or changing conditions as the justifying circumstance under DZC Section 12.4.10.8.A.4, *“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: (a.) Changed or changing conditions in a particular area, or in the city generally; or, (b.) A City adopted plan...”*

Recent physical changes within close proximity to the subject site include the opening three new apartment buildings in the Denargo Market area, completion of the reconstruction of Brighton Boulevard and the addition of bicycle and pedestrian connections through the area. The character of River North, and Denargo Market in particular, is rapidly changing and the rezoning request is justified to recognize the changing conditions.

The application also is justified by DZC Section 12.4.10.8.A.5, “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.” This application proposes applying the supplemental zoning regulations of the DO-7. As further detailed below, application of the DO-7 to this site is consistent with the intent and purpose of the Design Overlay district, supplementing the otherwise generally applicable zone district standards with additional design limits appropriate to the River North area.

5. Consistency with Neighborhood Context Description, Zone District Purpose and Intent Statements

As described in the Denver Zoning Code, the General Character of the Urban Center (C-) district will include “multi-unit residential and mixed-use commercial strips and commercial centers.” It is also described as follows: “Multi-unit residential uses are typically in multi-story mixed use building forms. Commercial buildings are typically Shopfront and General forms. Multi-unit residential uses are primarily located along residential collector, mixed-use arterial, and local streets. Commercial uses are primarily located along main and mixed-use arterial streets.” This rezoning request is to bring the subject Property’s zoning into conformance with the zoning that already exists in the surrounding neighborhood, i.e. mostly a mix of C-MX-8 and C-MX-12.

According to the zone district intent stated in the Denver Zoning Code, the C-MX-12 district “applies to areas or intersections primarily served primarily by major arterial streets where a building scale of 3 to 12 stories is desired” (DZC Section 7.2.2.2.D). The site is served by a collector street, but the property is in an area served by nearby arterial streets. The nearest arterial streets are two blocks east (Broadway/Brighton Boulevard) and two blocks south (Park Avenue West). Thus, the street classifications and desired building heights in this area are consistent with the zone district purpose and intent statements.

The River North Design Overlay (DO-7) has many purposes including “implement adopted plans; promote creative, high-quality, design in the general area covered by the adopted 38th and Blake Station Area Height Amendments and the RiNo Business Improvement District; provide flexibility to support the diverse design traditions of RiNo; activate the South Platte River frontage to promote the river as a neighborhood asset; maintain human scale and access to daylight as heights and densities increase throughout the district; promote vibrant pedestrian street frontages with active uses and street-fronting building entries; provide transitions between residential frontages and mixed-use streets; ensure that buildings are designed to adapt to new uses as the district changes and evolves; promote active transportation options, such as walking and biking; minimize potential conflict points between pedestrians and motor vehicles; minimize the visibility of surface and structured parking areas for vehicles; and encourage small, privately-owned, open spaces to increase design diversity along the street frontage and support pedestrian activity.” (DZC Section 9.4.5.11.B). The site, with its proximity to the South Platte River and adjacency to the newly constructed Brighton Boulevard warrants special attention to detail with regards to activation, building entries and other human-scaled elements. The site is located within the area of the RiNo Business Improvement District. Thus, the proposed map amendment is consistent with the purpose statements of the design overlay district.

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Attachments

1. Rezoning application
2. Executed housing agreement
3. Letters of support

Zone Map Amendment (Rezoning) - Application

PROPERTY OWNER INFORMATION*		PROPERTY OWNER(S) REPRESENTATIVE**	
<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION		<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION	
Property Owner Name		Representative Name	
Address		Address	
City, State, Zip		City, State, Zip	
Telephone		Telephone	
Email		Email	
<p>*If More Than One Property Owner: All standard zone map amendment applications shall be initiated by all the owners of at least 51% of the total area of the zone lots subject to the rezoning application, or their representatives authorized in writing to do so. See page 3.</p>		<p>**Property owner shall provide a written letter authorizing the representative to act on his/her behalf.</p>	
<p>Please attach Proof of Ownership acceptable to the Manager for each property owner signing the application, such as (a) Assessor's Record, (b) Warranty deed or deed of trust, or (c) Title policy or commitment dated no earlier than 60 days prior to application date.</p> <p>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.</p>			
SUBJECT PROPERTY INFORMATION			
Location (address and/or boundary description):			
Assessor's Parcel Numbers:			
Area in Acres or Square Feet:			
Current Zone District(s):			
PROPOSAL			
Proposed Zone District:			

REVIEW CRITERIA

<p>General Review Criteria: The proposal must comply with all of the general review criteria</p> <p>DZC Sec. 12.4.10.7</p>	<p><input type="checkbox"/> 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. Please provide an attachment describing relevant adopted plans and how proposed map amendment is consistent with those plan recommendations; or, describe how the map amendment is necessary to provide for an unanticipated community need.</p> <p><input type="checkbox"/> 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.</p> <p><input type="checkbox"/> Public Health, Safety and General Welfare: The proposed official map amendment furthers the public health, safety, and general welfare of the City.</p>
<p>Additional Review Criteria for Non-Legislative Rezoning: The proposal must comply with both of the additional review criteria</p> <p>DZC Sec. 12.4.10.8</p>	<p>Justifying Circumstances - One of the following circumstances exists:</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 on 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="margin-left: 20px;">a. Changed or changing conditions in a particular area, or in the city generally; or</p> <p style="margin-left: 20px;">b. A City adopted plan; or</p> <p style="margin-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. Please provide an attachment describing the justifying circumstance.</p> <p><input type="checkbox"/> 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. Please provide an attachment describing how the above criterion is met.</p>

REQUIRED ATTACHMENTS

Please ensure the following required attachments are submitted with this application:

- ☐ Legal Description (required to be attached in Microsoft Word document format)
- ☐ Proof of Ownership Document(s)
- ☐ Review Criteria, as identified above

ADDITIONAL ATTACHMENTS

Please identify any additional attachments provided with this application:

- ☐ Written Authorization to Represent Property Owner(s)
- ☐ Individual Authorization to Sign on Behalf of a Corporate Entity

Please list any additional attachments:

PROPERTY OWNER OR PROPERTY OWNER(S) REPRESENTATIVE CERTIFICATION/PETITION

We, the undersigned represent that we are the owners 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 or deed of trust, (C) title policy or commitment, or (D) other as approved	Has the owner authorized a representative in writing? (YES/NO)
EXAMPLE 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>	01/01/12	(A)	YES
LODO Self Storage, LLC (Minor M. Scott III)	3275 Denargo Street Denver, CO 80216	100%	<i>[Signature]</i>	8/24/19	A	Yes
AFTCO 3315, LLC (Minor M. Scott III)	3315 Denargo Street Denver, CO 80216	100%	<i>[Signature]</i>	8/24/19	A	Yes

A PARCEL OF LAND BEING THOSE PORTIONS OF BLOCK 5 AND BLOCK 9, GARDEN ADDITION TO DENVER AND THE VACATED PORTIONS OF WEST 33RD AVENUE, AND WEST MONCRIEFF PLACE, AND OF UNPLATTED PROPERTY IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 27, AND CONSIDERING THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 27 TO BEAR SOUTH 89°42'49" WEST, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 60°41'39" WEST, A DISTANCE OF 1131.64 FEET TO THE NORTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED SEPTEMBER 28, 1967 IN BOOK 9790 AT PAGE 663, IN THE OFFICE OF THE DENVER COUNTY CLERK AND RECORDER, SAID CORNER BEING ON THE WEST LINE OF DENARGO STREET, AND THE POINT OF BEGINNING;

THENCE SOUTH 00°18'29" EAST, A DISTANCE OF 420.00 FEET, ALONG SAID WEST LINE OF DENARGO STREET TO THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF BLOCK 10, OF SAID GARDEN ADDITION;

THENCE SOUTH 89°42'29" WEST, A DISTANCE OF 336.79 FEET ALONG SAID NORTHERLY LINE TO THE NORTHWEST CORNER OF LOT 7, BLOCK 10, OF SAID GARDEN ADDITION, SAID CORNER BEING ON THE EASTERLY LINE OF THE BURLINGTON NORTHERN RAILROAD PROPERTY;

THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FIVE (5) COURSES:

- 1) NORTH 00°17'31" WEST, A DISTANCE OF 20.00 FEET;
- 2) SOUTH 89°42'29" WEST, A DISTANCE OF 25.00 FEET;
- 3) NORTH 00°17'31" WEST, A DISTANCE OF 20.00 FEET TO THE SOUTHWEST CORNER OF LOT 33, OF SAID BLOCK 9, GARDEN ADDITION TO DENVER;
- 4) NORTH 22°05'36" WEST, A DISTANCE OF 134.60 FEET TO THE SOUTHWEST CORNER OF LOT 4, OF SAID BLOCK 9, GARDEN ADDITION TO DENVER;
- 5) NORTH 00°17'31" WEST, A DISTANCE OF 255.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL DESCRIBED IN BOOK 9790 AT PAGE 663;

THENCE NORTH 89°42'29" EAST, A DISTANCE OF 411.66 FEET ALONG THE NORTH LINE OF LAST SAID PARCEL TO THE POINT OF BEGINNING,

CONTAINING A CALCULATED AREA OF 167,289 SQUARE FEET OR 3.8404 ACRES, MORE OR LESS.

I, BRIAN J. PFOHL, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

BRIAN J. PFOHL, P.L.S. 38445
FOR AND ON BEHALF OF MANHARD CONSULTING





Real Property Records

Date last updated: Thursday, August 1, 2019

[Real Property Records Search](#)

If you have a question about the value, ownership, or characteristics of this property, or any other property in Denver, please call the Assessor at 720-913-4162.

[Link to real property information for this property.](#)
[Link to comparable sales information for this property.](#)
[Link to chain of title information for this property.](#)
[Link to property sales information for this neighborhood](#)

[Link to property tax information for this property.](#)
[Link to property sales information for all Denver neighborhoods](#)
[Link to map/historic district listing for this Property.](#)

[Back to Property List](#)

The property description shown is data from the Assessor's active, in-progress 2017 file. The "current year" values are from the 2017 tax year for real property tax due in 2018. These values are based on the property's physical status as of January 1, 2017.

PROPERTY INFORMATION

Property Type: INDUSTRIAL - WAREHOUSE

Parcel: 0227403009000

Name and Address Information

Legal Description

LODO SELF STORAGE LLC

GARDEN ADD B9 & VAC 33RD AV
 ADJ & VAC MONCRIEFF PL ADJ BEG
 SW COR L4 B9 TH N 155FT E 410
 FT S 320FT W 335FT N 20FT W 25
 FT N 20FT A/L 21DEG 48MIN
 05SEC 134.6FT TO POB

PO BOX 2890

EVERGREEN, CO 80437-2890

Property Address: 3275 DENARGO ST

Tax District 474B

Assessment Information

	Actual	Assessed	Exempt	Taxable
Current Year				
Land	12545300	3638140		
Improvements	1000	290		
Total	12546300	3638430	0	3638430
Prior Year				
Land	6272600	1819050		
Improvements	1000	290		
Total	6273600	1819340	0	1819340

Style: Other

Reception No.: 0000115952

Year Built: 1969

Recording Date: 06/30/99

Building Sqr. Foot: 61,242

Document Type: Quit Claim

Bedrooms:

Sale Price: 10

Baths Full/Half: 0/0

Mill Levy: 81.365

Basement/Finished: 0/0

Lot Size: 125,453

[Click here for current zoning](#)

Zoning Used for Valuation: I-B

*Note: Valuation zoning maybe
different from City's new*



[Print](#)

LODO SELF STORAGE, LLC
P.O. Box 2890
Evergreen, Colorado 80437

August [●], 2019

8/2/19

Via Electronic Mail

201 W. Colfax Ave., Dept. 205
Denver, Colorado 80202
Email: rezoning@denvergov.org

Re: Zone Map Amendment (Rezoning) Application (the "Rezoning Application") with respect to the property commonly known as 3275 Denargo Street, Denver, Colorado 80216, and further identified by Assessor's Parcel Number 02274-03-009-000 (the "Property")

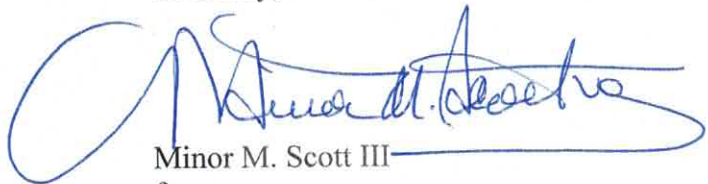
Ladies and Gentlemen,

Lodo Self Storage, LLC, a Colorado limited liability company, hereby authorizes the following representative to act on its behalf in connection with all matters relating to the Rezoning Application:

Eric McDaniel
4582 South Ulster Street, Suite 1500
Denver, Colorado 80237
Telephone: (720) 943-5657
Email: eric.mcdaniel@kimley-horn.com

Thank you for your assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Minor M. Scott III", is written over a horizontal line.

Minor M. Scott III
for
Lodo Self Storage, LLC

**WRITTEN CONSENT OF THE MANAGER
OF
LODO SELF STORAGE, LLC**

August [●], 2019

8/2/19

The undersigned, being the manager (the "Manager") of LODO SELF STORAGE, LLC, a Colorado limited liability company (the "Company"), does hereby ratify, consent to, and approve the adoption of the following resolutions in lieu of a meeting and each and every action effected thereby or pursuant thereto.

WHEREAS, the Company is the owner of that certain parcel of property located at 3275 Denargo Street, Denver, Colorado 80216, and further identified by Assessor's Parcel Number 02274-03-009-000 (the "Property");

WHEREAS, the Company desires to submit a Rezoning Application in order to obtain a Zone Map Amendment from the City and County of Denver (the "Rezoning Application") to rezone the Property from zone district I-B to zone district C-MX-12 (the "Rezoning"); and

WHEREAS, the Manager has determined that it is in the best interest of the Company to authorize the preparation and submission of the Rezoning Application and consummate the Rezoning.

NOW, THEREFORE, BE IT RESOLVED, that the Rezoning Application, and the other documents related thereto, to be executed and delivered by the Company, in substantially the forms previously submitted to and reviewed by the Manager, are hereby authorized and approved, and Minor M. Scott III (the "Authorized Person") is hereby authorized to execute and deliver the Rezoning Application, in the name and on behalf of the Company, with such changes thereto as he shall approve, the execution thereof with any changes thereto by the Authorized Person to be conclusive evidence of such approval;

RESOLVED FURTHER, that the Authorized Person is authorized and directed to do and perform, or cause to be done and performed, all such other acts, deeds and things, and to negotiate, make, execute, deliver and perform, or cause to be negotiated, made, executed, delivered and performed, the Rezoning Application and all such other agreements, undertakings, documents, instruments, certificates or filings, in each case in the name and on behalf of the Company as the Authorized Person may deem necessary or appropriate to effectuate and carry out fully the Rezoning;

RESOLVED FURTHER, that all actions heretofore taken by the Authorized Person in respect of the Rezoning Application and the Rezoning, are hereby confirmed, ratified and adopted as the valid and subsisting actions of the Company; and

RESOLVED FURTHER, that, subsequent to the execution of the Rezoning Application and the documents and transactions contemplated therein, the Authorized Person is hereby authorized and directed to cause the Company to perform each such agreement, certificate or other document or instrument in accordance with its terms.

(Signature page follows)

IN WITNESS WHEREOF, the undersigned, being the manager of the Company, hereby consents to and evidences its approval of the actions set forth above as of the date first written above.

MANAGER

AFTCO, Inc.,
a Colorado corporation

By: 

Name: Minor M. Scott III

Title: President



Real Property Records

Date last updated: Thursday, August 1, 2019

[Real Property Records Search](#)

If you have a question about the value, ownership, or characteristics of this property, or any other property in Denver, please call the Assessor at 720-913-4162.

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[Back to Property List](#)

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PROPERTY INFORMATION

Property Type: INDUSTRIAL - FOOD PROCESSING

Parcel: 0227404001000

Name and Address Information

Legal Description

AFTCO 3315 LLC

PO BOX 2890

EVERGREEN, CO 80437-2890

Property Address: 3315 DENARGO ST

S 80FT OF L 20 TO 35 INC & N
 1/2 VAC W 33 AVE ADJ BLK 5
 GARDEN AVE

Tax District 474B

Assessment Information

	Actual	Assessed	Exempt	Taxable
Current Year				
Land	4114400	1193180		
Improvements	1000	290		
Total	4115400	1193470	0	1193470
Prior Year				
Land	3703000	1073870		
Improvements	1000	290		
Total	3704000	1074160	0	1074160

Style: Other

Year Built: 1981

Building Sqr. Foot: 32,713

Bedrooms:

Baths Full/Half: 0/0

Basement/Finished: 0/0

Lot Size: 41,145

Reception No.: 2018014783

Recording Date: 02/07/18

Document Type: Warranty

Sale Price: 3854000

Mill Levy: 81.365

[Click here for current zoning](#)

Zoning Used for Valuation: I-B

Note: Valuation zoning maybe
 different from City's new
 zoning code.



**WRITTEN CONSENT OF THE MANAGER
OF
AFTCO 3315 LLC**

August [●], 2019 8/2/19

The undersigned, being the manager (the "Manager") of AFTCO 3315 LLC, a Colorado limited liability company (the "Company"), does hereby ratify, consent to, and approve the adoption of the following resolutions in lieu of a meeting and each and every action effected thereby or pursuant thereto.

WHEREAS, the Company is the owner of that certain parcel of property located at 3315 Denargo Street, Denver, Colorado 80216, and further identified by Assessor's Parcel Number 02274-04-001-000 (the "Property");

WHEREAS, the Company desires to submit a Rezoning Application in order to obtain a Zone Map Amendment from the City and County of Denver (the "Rezoning Application") to rezone the Property from zone district I-B to zone district C-MX-12 (the "Rezoning"); and

WHEREAS, the Manager has determined that it is in the best interest of the Company to authorize the preparation and submission of the Rezoning Application and consummate the Rezoning.

NOW, THEREFORE, BE IT RESOLVED, that the Rezoning Application, and the other documents related thereto, to be executed and delivered by the Company, in substantially the forms previously submitted to and reviewed by the Manager, are hereby authorized and approved, and Minor M. Scott III (the "Authorized Person") is hereby authorized to execute and deliver the Rezoning Application, in the name and on behalf of the Company, with such changes thereto as he shall approve, the execution thereof with any changes thereto by the Authorized Person to be conclusive evidence of such approval;

RESOLVED FURTHER, that the Authorized Person is authorized and directed to do and perform, or cause to be done and performed, all such other acts, deeds and things, and to negotiate, make, execute, deliver and perform, or cause to be negotiated, made, executed, delivered and performed, the Rezoning Application and all such other agreements, undertakings, documents, instruments, certificates or filings, in each case in the name and on behalf of the Company as the Authorized Person may deem necessary or appropriate to effectuate and carry out fully the Rezoning;

RESOLVED FURTHER, that all actions heretofore taken by the Authorized Person in respect of the Rezoning Application and the Rezoning, are hereby confirmed, ratified and adopted as the valid and subsisting actions of the Company; and

RESOLVED FURTHER, that, subsequent to the execution of the Rezoning Application and the documents and transactions contemplated therein, the Authorized Person is hereby authorized and directed to cause the Company to perform each such agreement, certificate or other document or instrument in accordance with its terms.

(Signature page follows)

IN WITNESS WHEREOF, the undersigned, being the manager of the Company, hereby consents to and evidences its approval of the actions set forth above as of the date first written above.

MANAGER

AFTCO, Inc.,
a Colorado corporation

By: 

Name: Minor M. Scott III

Title: President

AFTCO 3315 LLC
P.O. Box 2890
Evergreen, Colorado 80437

8/2/19
August [●], 2019

Via Electronic Mail
201 W. Colfax Ave., Dept. 205
Denver, Colorado 80202
Email: rezoning@denvergov.org

Re: Zone Map Amendment (Rezoning) Application (the "Rezoning Application") with respect to the property commonly known as 3315 Denargo Street, Denver, Colorado 80216, and further identified by Assessor's Parcel Number 02274-04-001-000 (the "Property")

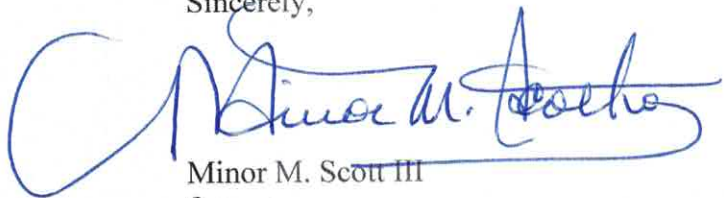
Ladies and Gentlemen,

AFTCO 3315 LLC, a Colorado limited liability company, hereby authorizes the following representative to act on its behalf in connection with all matters relating to the Rezoning Application:

Eric McDaniel
4582 South Ulster Street, Suite 1500
Denver, Colorado 80237
Telephone: (720) 943-5657
Email: eric.mcdaniel@kimley-horn.com

Thank you for your assistance.

Sincerely,



Minor M. Scott III
for
AFTCO 3315 LLC



December 2, 2019

Community Planning & Development
City and County of Denver
201 W. Colfax Avenue, Dept. 205
Denver, Colorado 80202

RE: **Denargo Market Phase V**
3275 and 3315 Denargo Street
Zone Map Amendment
2019I-00121

Ladies and Gentlemen,

This document will serve as supporting documentation for the Zone Map Amendment Application for 3275 Denargo Street (2.89 acres) and 3315 Denargo Street (0.95 acres) which are currently zoned as I-B, UO-2. Both zone lots are to undergo rezoning for Urban Center – Residential Mixed Use – 12 stories maximum height (C-MX-12), River North Design Overlay District (DO-7).

Review Criteria complying with DZC Sec. 12.4.10.7:

1. Consistency with Adopted Plans

There are currently 3 plans adopted by the City which pertain to the parcels: Blueprint Denver 2019, Comprehensive Plan 2040, and River North Plan 2003. The rezoning of these parcels complies with the goals of the adopted plans.

Blueprint Denver 2019

Rezoning the I-B, UO-2 parcels to C-MX-12 is consistent with the rezoning components of the Blueprint Denver 2019 as listed below:

- **Neighborhood Context**
Rezoning to C-MX-12 will be compatible with the existing zone lots located to the north, east, southeast parcels that provide a high residential, mixed-use neighborhood. The proposed new zoning is consistent with the Blueprint Denver Neighborhood Context Map for an Urban Center context. The Urban Center neighborhood context describes an area of higher residential density with street activation, walkability and access to amenities.
- **Future Places**
This C-MX-12 zone district is consistent with the goals and strategies of the Blueprint Denver 2040 Future Places Map for this area. The proposed rezone area falls within the high residential areas in D and UC context designations. The Blueprint Denver identifies buildings in these contexts as the tallest of residential places with high lot coverage and shallow setbacks.

- Street Type
Both proposed C-MX-12 Urban Center zone districts are located along a Mixed-Use Collector with proximity and direct access to a Mixed-Use Arterial. Rezoning of the I-B, UO-2 properties will allow for a prominent multi-story mixed-use building. This will allow for the goals of both the Mixed-Use Collector to be achieved through redevelopment. The full redevelopment will provide pedestrian-oriented transportation methods through detached walks.
- Growth Strategy – High and High-Medium Residential Areas in D and C Contexts (p. 50)
The River North area is identified as an area of growth. As noted on page 50 of Denver Blueprint, these D and C Context areas are expected to take on 5% of employment and 15% of housing in Denver by 2040. The rezone and full development of Denargo Market Phase V will provide additional bedrooms and multifamily units for the future housing needs of River North.

Denver Comprehensive Plan 2040

Rezoning the I-B, UO-2 parcels to C-MX-12 is consistent with the vision elements of the Denver Comprehensive Plan 2040 as listed below:

- 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).
 - o With this high-density residential development, affordable apartments units will either be provided as part of the project or pay the linkage fee to contribute to affordable housing funding.
- Strong and Authentic Neighborhoods, Goal 2, Strategy D – Use urban design to contribute to economic viability, public health, safety, environmental well-being, neighborhood culture, and quality of life (p. 34).
 - o The rezoning of these parcels will bring these parcels and development goals in line with the adopted plans for the area. The full development of Denargo Market Phase V will help to build a strong and authentic neighborhood and improve the economic viability and neighborhood culture through new housing opportunities.
- Connected, Safe and Accessible Places, Goal 6, Strategy A – Create a citywide network for bicycling, walking and rolling that is safe and accessible to people of all ages and abilities (p. 41).
 - o As part of the Denargo Market Phase V development, the existing street frontage will be removed and updated to provide an enhanced pedestrian corridor along Denargo Street. Existing City streetlights will also be replaced per the current City standard.
- Economically Diverse and Vibrant, Goal 7, Strategy A – Encourage the development of creative districts (p. 47).
 - o The Denargo Market Phase V development will incorporate a mixture of uses that will enhance the River North neighborhood context which will continue to make

the River North neighborhood a desirable community to both live and work. The development will continue the enhancement of this creative arts district.

- Environmentally Resilient, Goal 8, Strategy B – Encourage mixed-use communities where residents can live, work and play in their own neighborhoods (p. 54).
 - o The future redevelopment of the parcels would meet the City's commitment to environmental standards and provide new housing opportunities for many to both live and work in the creative River North neighborhood.
- Healthy and Active, Goal 2, Strategy A – Ensure equitable access to parks and recreation amenities for all residents (p. 58).
 - o While the specific site plan has not been determined, the Denargo Market Phase V redevelopment will provide a fitness center as an amenity for future residents. Additionally, the close proximity to the downtown core, parks and recreation facilities, and the South Platte River will provide future residents with opportunities to enjoy the community.

River North Plan 2003

Rezoning the I-B, UO-2 parcels to C-MX-12 is consistent with specific goals listed in the General Framework of the River North Plan 2003 along with helping to resolve issues identified.

- Much of the land in the study area is currently underutilized.
 - o The proposed rezoning would allow the site to be redeveloped into an area that is consistent with adopted plans for the neighborhood.
- The current zoning does not allow some appropriate uses, allows other inappropriate uses, and does not provide appropriate development and design standards for new development.
 - o The rezoning of these parcels will bring them in line with the residential mixed-use designation and remove the industrial use zone district that is discouraged in this area.
- Create opportunities for employees of current and future employers to live within the study boundaries and seek to connect residents of adjacent neighborhoods with jobs within the Plan's boundaries.
 - o The proposed zone districts would provide an opportunity to redevelop the parcels into a high residential area that would provide a service for residents that would look to work and live in the neighborhood.
- Build upon the unique land uses that exist and identify redevelopment sites and opportunities that foster creation of a compatible mix of uses.
 - o Rezoning both parcels to C-MX-12 would bring a mixture of uses that will incorporate residential units along with a retail or restaurant component.
- Improve and create new connections within the River North Area, to downtown, and to nearby neighborhoods especially improved pedestrian and bicycle connections.
 - o Pedestrian connections will be provided by means of enhanced detached walks along the project frontage.
- By adding new development to the current uses and structures, create a unique

environment both in terms of an eclectic mix of uses and exciting, innovative architecture.

- High-quality architectural design elements and site features would be incorporated into the project to enhance the character of the neighborhood.

2. Uniformity of District Regulations and Restrictions

The application seeks to rezone the parcels to C-MX-12 with the DO-7 overlay zone district. The current I-B, UO-2 zoning does not meet purpose of the River North Design Overlay or adopted plans of the area. The new proposed zone districts will support and meet the City's vision for this area.

3. Public Health, Safety and General Welfare

The development of a high-density residential building will improve the general welfare of the public by either providing affordable housing units as part of the development or by paying the linkage fee. In addition, accessible sidewalk connectivity will be provided along the project frontage which will enhance the neighborhood area.

Additional Review Criteria for Non-Legislative Rezoning (DZC Sec. 12.4.10.8):

4. Justifying Circumstances

The Justifying Circumstances are found in Section 12.4.10.8.A. The parcels qualify under subsections A.4.a and A.5.

The conditions of the neighborhood have changed significantly over recent years. Neighborhood changes began with the adoption of Denargo Market Urban Design Standards and Guidelines and General Development Plan. Both plans created a vision of a mixed-use community that turns the Denargo Market neighborhood into an urban center destination. Since the adoption of those guiding documents, public and private infrastructure has been improved. Several parcels have already undergone urban center redevelopment. Urban center redevelopment has been completed at 2525 Wewatta Way and 2797 Wewatta Way, while 2520 Wewatta Way and 3325 Denargo Street remain under construction. All of the aforementioned addresses are changing an underutilized area into a high-density urban center.

The City has established an overlay zone district, River North Design Overlay District (DO-7), which promotes a vibrant, urban center redevelopment context for the Denargo Market area. The rezoning of these parcels would meet the specific criteria for overlay districts as outlined in DZC Section 9.4.5.1.B. The full redevelopment of the Denargo Market Phase V parcels will reinforce the desired urban center context for the redeveloping River North neighborhood. The proposed rezoning assemblage will be consistent with the City of Denver adopted River North Plan 2003, as outlined above, in that the development would generate opportunities for both housing and employment, and foster creation of a compatible mix of uses. Rezoning both parcels to C-MX-12 would bring a mixture of uses that will incorporate residential units along with a retail or restaurant component in an urban center context.

5. Consistency with Neighborhood Context, Zone District Purpose and Intent

The requested C-MX-12 zoning is consistent with the adjacent neighborhood context, zone district purpose and intent as the parcels listed above are bordered by PUD-G #12, R-MU-30, C-MX-8, and C-MX-16 properties. Blueprint Denver specifically notes this neighborhood area is of Urban Center context with requirements for high residential development with buildings that are generally the tallest of the residential plans in this context. The proposed zone map amendment will allow for this Urban Center context to be realized.

According to the Denver Zoning Code (“DZC”) Section 7.2.2, the general purpose of the Mixed-Use Districts is intended to:

- promote safe, active, and pedestrian-scaled, diverse areas using building forms that clearly define and activate the public street edge
- enhance the convenience, ease and enjoyment of transit, walking, shopping and public gathering within and around the city’s neighborhoods
- ensure new development contributes positively to established residential neighborhoods and character and improves the transition between commercial development and adjacent residential neighborhoods
- focused on creating mixed, diverse neighborhoods
- require pedestrian enhancements
- have shallow front setback range, with high build-to requirements

While the specific site plan has not been determined, the Denargo Market Phase V redevelopment will be consistent in meeting these DZC goals for a new Mixed-Use district and will provide pedestrian connectivity through the construction of detached walks along the mixed-use collector street.

The specific intent of the C-MX-12 zone districts applies to areas served primarily by major arterial streets where a building scale of 3 to 12 stories is desire. The Denargo Market Phase V development meets the C-MX-12 intent of the DZC because of the proximity and direct access to a Mixed-Use Arterial and will ultimately meet the story requirement of the zone district.

(The rest of this page left blank intentionally)

Summary of Request

As presented within this letter, the re-zoning of the specified parcels is beneficial in that it allows for the unencumbered development of a high-density residential product that will both serve and improve the surrounding neighborhood community.

Please contact me at (303) 228-2322 or meaghan.turner@kimley-horn.com should you have any questions.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.



Meaghan Turner, PE
Project Manager

PREPARED BY AND AFTER
RECORDING PLEASE RETURN TO:
Office of Economic Development
201 W. Colfax Ave., Dept. 1011
Denver, CO 80202
Attention: _____

AGREEMENT TO BUILD AFFORDABLE UNITS

THIS AGREEMENT TO BUILD AFFORDABLE UNITS(“Agreement”) is made and entered, and effective as of the date set forth below on the City’s signature page by CREA CAPITAL GP, LLC, a Delaware limited liability company (“Owner”), and the City and County of Denver, a municipal corporation organized pursuant to the Constitution of the State of Colorado with a mailing address of Office of Economic Development, 201 W. Colfax Avenue, Department 208, Denver, CO 80202 (“City”).

R E C I T A L S:

A. Owner is the owner of certain property located at 3275 & 3315 Denargo Street, Denver, Colorado 80216, (the “Subject Property”) and more particularly described in **Exhibit A**, attached hereto.

B. In connection with the proposed rezoning of the Subject Property and in satisfaction of linkage fee requirements set forth in Chapter 27 of the Denver Revised Municipal Code (“DRMC”), the Owner has agreed to construct certain affordable housing on the Subject Property, as described herein.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Owner agrees that ten (10) percent of all residential units constructed on the Subject Property will, for a period of ninety-nine (99) years, be income-restricted units (“IRUs”). All IRUs shall be restricted to households earning 80% or less of area median income adjusted for household size, for the Denver metropolitan area as determined by the U.S. Department of Housing and Urban Development. At least 25% of all IRUs will include 2 or more bedrooms.

2. Owner agrees to construct and market the IRUs concurrently with or prior to any market rate dwelling units on the Subject Property.

3. Owner will offer the IRUs for sale or rent in accordance with the requirements of the Rules and Regulations promulgated under the City’s Affordable Housing Permanent Funds Ordinance adopted pursuant to Article V, Chapter 27 of the DRMC.

4. The parties agree that prior to and as a condition of the issuance of the first building permit on the Subject Property for any building that contains IRUs, Owner will record a Covenant in the applicable (i.e., for-sale or for-rent) form attached to this Agreement as **Exhibit B**, which will run with the land and encumber the building on the Subject Property for a period of not less than ninety-nine (99) years in order to ensure that certain rent limitations, occupancy limitations and administrative requirements for the IRUs are met. The Covenant may, with the consent of the City and upon such terms as may be later negotiated in good faith, be amended to provide for the conversion of rental IRUs into for-sale IRUs, or from for-sale IRUs into rental IRUs.

5. Any exceptions to assessment and payment of linkage fees or applicable incentive requirements provided as a result of this Agreement shall apply only to residential development within the Subject Property. Assessment of linkage fees and applicable incentive overlay requirements shall apply to all non-residential development as if this Agreement did not exist.

6. The percentages and types of IRUs designated above presume that the project on the Subject Property will not receive any subsidization from the City to support development of such IRUs. The parties acknowledge that if any such subsidy is received from the City, additional affordability requirements will likely be imposed in addition to those set forth herein.

7. The City shall record this Agreement upon execution in the real property records for the City. The parties agree to execute such additional documents as may be necessary or required to effectuate the intent and purpose of this Agreement.

8. This Agreement shall encumber the Subject Property for a period of ninety-nine (99) years from the date of recording hereof and except as provided below shall not be amended, modified or released without the express written consent of the City.

9. The approval of the rezoning of the Subject Property is a condition precedent to Owner's obligations under this Agreement. Should the Denver City Council fail to approve the rezoning within one hundred eighty (180) days after the date of this Agreement, then this Agreement is automatically void without further action of the City or the Owner and shall no longer burden title to the Subject Property. In such event, the City and Owner will further cooperate to record in the real property records for the City documentation evidencing the failure to approve the rezoning and the voiding of the Agreement.

10. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

11. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers, and records related to Owner's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Owner shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) after the final payment


under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Owner to make disclosures in violation of state or federal privacy laws. Owner shall at all times comply with D.R.M.C. 20-276.

12. Owner consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement 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.

[Remainder of this page intentionally left blank. Signature page follows.]

Contract Control Number: HOST-202053768-00
Contractor Name: CREA Capital GP, LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:


SEAL DocuSigned by:


CITY AND COUNTY OF DENVER:

ATTEST:

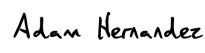
DocuSigned by:

40129580DD254C3...
Clerk and Recorder/Public Trustee
Paul López

By: DocuSigned by:

62CFD492508445C...
Mayor
Michael B. Hancock

APPROVED AS TO FORM:

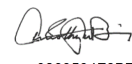
Attorney for the City and County of Denver

By: DocuSigned by:

782B4848F5644F8...
Assistant City Attorney
Adam Hernandez

REGISTERED AND COUNTERSIGNED:

By: DocuSigned by:

CD05CDB455E845D...
Manager of Finance
Beth Machann

By: DocuSigned by:

0260504F8B7845D...
Auditor
Timothy M. O'Brien

Contract Control Number: HOST-202053768-00
Contractor Name: CREA Capital GP, LLC

OWNER:

CREA CAPITAL GP, LLC,
a Delaware limited liability company

By: [Signature]
Name: John Burnham
Title: Co - president

STATE OF COLORADO)
COUNTY OF DENVER) ss.

TEXAS
TRAVIS
The foregoing instrument was acknowledged before me this 5th day of March 2020 by
John Burnham, as Co-President of
CREA Capital GP, LLC.

Notary Signature: [Signature]

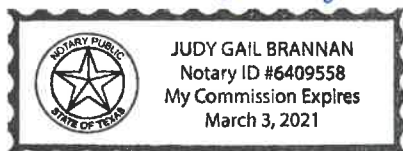


EXHIBIT A
LEGAL DESCRIPTION

**EXHIBIT A
PROPERTY DESCRIPTION**

PARCEL ONE:

A PARCEL OF LAND LOCATED IN BLOCK 9, GARDEN ADDITION TO DENVER, AND IN THE VACATED PORTIONS OF WEST 33RD AVENUE AND WEST MONCRIEF PLACE, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 4, SAID BLOCK 9, GARDEN ADDITION TO DENVER; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 4 EXTENDED SAID WEST LINE BEING THE EASTERLY LINE OF THE BURLINGTON NORTHERN RAILROAD PROPERTY A DISTANCE OF 155.00 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND RECORDED IN BOOK 9790 AT PAGE 663, DENVER COUNTY RECORDS; THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES 00 SECONDS ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 410.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF DENARGO STREET AS DESCRIBED IN ORDINANCE NO. 163-1949, DENVER COUNTY RECORDS; THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES 00 SECONDS ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 320.00 FEET TO A POINT ON THE NORTHERLY LINE OF BLOCK 10, SAID GARDEN ADDITION; THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES 00 SECONDS ALONG SAID NORTHERLY LINE EXTENDED, A DISTANCE OF 335.00 FEET TO THE NORTHWEST CORNER OF LOT 7, BLOCK 10, SAID GARDEN ADDITION, SAID POINT BEING ON THE EASTERLY LINE OF THE BURLINGTON NORTHERN RAILROAD PROPERTY; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FOUR (4) COURSES:

- 1) THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 20.00 FEET;
- 2) THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 25.00 FEET;
- 3) THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 20.00 FEET TO THE SOUTHWEST CORNER OF LOT 33, BLOCK 9, SAID GARDEN ADDITION TO DENVER;
- 4) THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 21 DEGREES 48 MINUTES 05 SECONDS A DISTANCE OF 134.60 FEET TO THE POINT OF BEGINNING,

PARCEL TWO:

THE BENEFICIAL EASEMENT INTERESTS AS CONTAINED IN THAT CERTAIN AGREEMENT BY AND BETWEEN DILLON REAL ESTATE CO., INC. A KANSAS CORPORATION AND LODO SELF STORAGE, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED JUNE 30, 1999 AT RECEPTION NO. 9900115953, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL THREE:

A TRACT OF LAND 100.0 FEET WIDE, BEING ALL THOSE PORTIONS OF BLOCK 5 AND OF VACATED WEST 33RD AVENUE IN GARDEN ADDITION TO DENVER AND OF UNPLATTED PROPERTY IN THE WEST HALF (W 1/2), OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ALL IN THE CITY AND COUNTY OF DENVER, COLORADO, TOGETHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT CERTAIN LAND HERETOFORE CONVEYED BY UNION PACIFIC RAILROAD COMPANY TO THE J. S. DILLON & SONS STORES CO., INC., BY WARRANTY DEED DATED JUNE 12, 1962, WHICH IS A POINT IN THE WEST LINE OF DENARGO STREET THAT IS 558.41 FEET DISTANT NORTH FROM THE EAST AND WEST CENTER LINE OF SAID SECTION 27, MEASURED ALONG SAID WEST LINE OF DENARGO STREET, SAID POINT BEING 11.45 FEET DISTANT EAST MEASURED AT RIGHT ANGLES, FROM THE EAST LINE OF SAID GARDEN ADDITION;

THENCE WEST ALONG THE SOUTH BOUNDARY LINE OF SAID TRACT HERETOFORE CONVEYED, WHICH IS A STRAIGHT LINE AT RIGHT ANGLES TO THE EAST LINE OF SAID GARDEN ADDITION, A DISTANCE OF 411.45 FEET TO THE SOUTHWEST CORNER OF SAID TRACT HERETOFORE CONVEYED WHICH IS IN THE WEST LINE OF LOT 35 IN SAID BLOCK 5; THENCE SOUTH, AT RIGHT ANGLES, ALONG THE WEST LINE OF SAID LOT 35 IN BLOCK 5 AND ALONG THE EXTENSION OF SAID WEST LINE, A DISTANCE OF 100.0 FEET; THENCE EAST, AT RIGHT ANGLES, A DISTANCE OF 411.45 FEET TO A POINT IN THE WEST LINE OF DENARGO STREET;

THENCE NORTH, AT RIGHT ANGLES, ALONG SAID WEST LINE OF DENARGO STREET, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

FORMS OF COVENANT

WHEN RECORDED MAIL TO:

Office of Economic Development
Attention: _____
201 W. Colfax Ave., Dept. 208
Denver, CO 80202

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

RENTAL AND OCCUPANCY COVENANT

THIS RENTAL AND OCCUPANCY COVENANT is made this ____ day of _____, 20____, by _____, a _____ (“Owner”), and enforceable by the City and County of Denver, Colorado (“City”).

RECITALS:

WHEREAS, Owner is the owner of the following described real property in the City and County of Denver, State of Colorado (the “Subject Property”):

[fill in]

WHEREAS, pursuant to the provisions of the Affordable Housing Dedicated Fund Ordinance as set forth in Article V of Chapter 27 of the Denver Revised Municipal Code (the “AHDF Ordinance”) and the Affordable Housing Permanent Funds Ordinance Administrative Rules and Regulations (“AHDF Rules”), and as an alternative to payment of the Linkage Fee (as defined in the AHDF Ordinance), Owner has agreed that certain units within the Subject Property will be built as Income Restricted Units as defined in the Development Agreement (as defined below), and this Covenant);

WHEREAS, in order to document its plan for construction of the Income Restricted Units, the Owner entered into that certain [AGREEMENT] (“Agreement”) with the City and County of Denver, Colorado (the “City”) dated _____ and recorded under Reception No. _____ in the real estate records of the City and County of Denver; and

WHEREAS, Owner has now agreed to record a covenant to run with title to the Subject Property to ensure that certain rental and occupancy limitations, and administrative requirements for the Income Restricted Units are met and to assign to the City the right to enforce compliance with this Covenant.

NOW THEREFORE, the following are established as covenants running with the Subject Property:

1. **Definitions.**

- i. “Adjusted Median Income” (AMI) means the area median income, adjusted for household size, for the Denver metropolitan area as determined by the U.S. Department of Housing and Urban Development.
- ii. Income Restricted Units (“IRUs”) means those _____ rental housing units located within the Subject Property as are designated from time to time by Owner. Income Restricted Units must be restricted as to the rent charged and tenants allowed pursuant to the Covenant.
- iii. “Compliance Report” means the report, the form of which is attached to this Covenant as Exhibit A, that Owner shall prepare and provide to the City pursuant to and at the times specified in Section 5.
- iv. “Eligible Household” means a natural person who, at the time of entering into the lease for a IRU or a renewal of such lease, verifies to Owner on the Income Verification that the total gross income earned by such person is eighty percent (80%) or less of the of AMI for the tenant’s household size.
- v. “Income Verification” means the form attached to this Covenant as Exhibit B.
- vi. “Initial Leasing Period” means the period commencing on the first date a certificate of occupancy is issued for any building within the Subject Property that contains IRUs and ending on the date when all IRUs have been fully leased.

2. **Amount of Income Restricted Units.** Owner shall provide no less than () IRUs on the Subject Property.

3. **Rent Limitations.** IRUs shall have the same rent limitations as Build Alternative Units as defined in the AHDF Ordinance and AHDF Rules. The City and County of Denver’s Office of Economic Development (“OED”), or any successor agency which is assigned responsibility for the City’s AHDF Ordinance, will post a table showing maximum allowable rents for Build Alternative Units each year on its website, based upon an Eligible Household applying no more than thirty percent (30%) of its monthly gross income from all sources to a rental payment. Any tenant association fees shall be included in the rent calculation. The maximum rent shall deduct utility allowance costs which are published periodically by HUD or CHFA.

4. **Occupancy/Income Limitations.** The BAUs shall be occupied by Eligible Households. Owner shall have responsibility to assure that a household or individual is an Eligible Household under the requirements of the AHDF Ordinance, AHDF Rules, and the Covenant before executing a lease contract, and shall complete an Income Verification for each Eligible Household. Owner shall also offer the BAUs to Eligible Households through a fair and equitable system and use good-faith efforts to enter into leases with and marketing to Eligible Households.

5. **Compliance and Reporting.**

- i. During the Initial Leasing Period, Owner shall submit a Compliance Report by the tenth (10th) day of each calendar quarter indicating how many IRUs were made available and leased during the preceding calendar quarter, and a copy of an Income Verification completed by each Eligible Household that entered into a lease during the Initial Leasing Period.
- ii. All IRUs shall be made available to Eligible Households no later than the end of the calendar month in which the certificate of occupancy is issued for the building on the Subject Property containing IRUs.
- iii. Owner shall demonstrate continued compliance with this Covenant after the Initial Leasing Period by submitting to the City a Compliance Report on a semi-annual basis during the Term. Each such Compliance Report shall be accompanied by copies of Income Verifications for any Eligible Household that entered into a new lease or lease renewal during that half year.
- iv. The Income Verifications for each Eligible Household shall be maintained by Owner at the management office at the Subject Property or such other place where Owner's books and records are kept in the Denver metropolitan area for so long as the Eligible Household occupies an IRU.
- v. Upon reasonable notice and during the normal business hours maintained by Owner at the management office at the Subject Property or such other place where the requested books and records are kept in the Denver metropolitan area, Owner shall permit any duly authorized representative of the City to inspect any books or records of Owner pertaining to the project at the Subject Property containing IRUs which reasonably relate to Owner's compliance with the terms and conditions of this Covenant.
- vi. Owner acknowledges that the City may, at its election, hire a compliance agent, to monitor Owner's compliance with this Covenant. In such an event, Owner shall

be authorized to rely upon any written representation made by the compliance agent on behalf of the City.

6. **Termination of Lease.** The form of lease to be used by Owner in renting any IRUs to Eligible Households shall also provide for termination of the lease and consent by such tenant to immediate eviction if such tenant subleases the IRU, attempts to sublease the BAU, or provide the BAU as a short term rental as defined by Article III, Chapter 33 of the Denver Revised Municipal Code.

7. **Term.** This Covenant shall encumber the Subject Property for a period of _____ (____) years from the date of recording hereof and shall not be amended or modified without the express written consent of the City and County of Denver.

8. **Run with the Land.** The Covenant shall run with the Subject Property and shall be binding on all persons having or acquiring an interest in title to the Subject Property, all upon terms, provisions, and conditions set forth in this Covenant.

9. **Seniority of Covenant.** The Covenant is senior to all instruments securing permanent financing.

10. **Survivability.** If any provision of this Covenant shall be held by a court of proper jurisdiction to be invalid, illegal or unenforceable, the remaining provisions shall survive and their validity, legality or unenforceability shall not in any way be affected or impaired thereby.

11. **Enforcement.** This Covenant may be enforced by the City and County of Denver, or the Executive Director of OED.

12. **Memorandum of Acceptance.** Upon any sale of the Subject Property, Owner shall require the grantee of the Subject Property to execute a Memorandum of Acceptance, and shall deliver a copy of such Memorandum of Acceptance to the Executive Director of OED not less than thirty (30) days after such sale is consummated.

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IN WITNESS WHEREOF, Owner has caused this Covenant to be executed on the date first written above.

OWNER: _____,

a _____

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____
_____, 20__, by _____ as _____
of _____, a _____
_____.

Witness my hand and official seal.
My commission expires:_____.

Notary Public

Notary Public

EXHIBIT A

COMPLIANCE REPORT

EXHIBIT B

INCOME VERIFICATION

**NOTICE OF VOIDABLE TITLE TRANSFER AND MASTER COVENANT
FOR THE OCCUPANCY AND RESALE OF FOR SALE UNITS**

[project name]

THIS NOTICE OF VOIDABLE TITLE TRANSFER AND MASTER COVENANT FOR THE
OCCUPANCY AND RESALE OF UNITS at

_____, (the "Covenant") is
[project name]

made and entered into this _____ day of _____, 20____, by
[developer entity] (the

"Declarant"), and enforceable by the CITY AND COUNTY OF DENVER, COLORADO, or its
designee (the "City").

WITNESSETH:

WHEREAS, Declarant owns the real property legally described as follows:

[INSERT LEGAL LOT DESCRIPTIONS]

OR

[Condominium Unit Nos. [INSERT INCOME RESTRICTED UNIT NUMBERS] in
_____, according to the Condominium Declaration
for _____ recorded under Reception No.
_____ and the Condominium Map of _____]

OR

[Townhome units located at [INSERT STREET ADDRESS] and identified by Assessor's
Parcel Numbers _____]

(each such unit being referred to herein as a "IRU", and two or more of such units being referred
to herein as "IRUs").

WHEREAS, Declarant has entered into that certain [AGREEMENT] dated _____
and recorded under Reception No. _____ in the real estate records of the City and
County of Denver, Colorado (the "Agreement").

WHEREAS, Declarant desires to satisfy the conditions of the AGREEMENT by selling
the IRUs at affordable prices to households meeting certain income requirements, restricting the
use and occupancy of the IRUs, restricting the price for future sales, and imposing income

requirements for future purchasers of the IRUs, all as set forth herein;

WHEREAS, Declarant acknowledges and agrees that the covenants set forth herein shall run with the land and shall bind each IRU and all future owners of (and other parties with an interest in title to) such IRU until the Final Sale thereof;

WHEREAS, upon the Final Sale of each IRU, such IRU shall be released from the provisions of this Covenant;

NOW, THEREFORE, for consideration hereby acknowledged by Declarant, Declarant hereby represents, covenants and declares as follows:

1. **Definitions.** The following terms shall have the following meanings when used in this Covenant:

(a) “AHDF Rules” means the Affordable Housing Permanent Funds Ordinance Administrative Rules and Regulations adopted by the City, as they pertain to build alternative for-sale units. Such AHDF Rules shall be applicable to the IRUs, Owner, and Declarant and its successors in interest as if the IRUs were “Build Alternative For-Sale Units,” as such term is defined therein.

(b) “AMI” or “adjusted median income” or “median income” or “area median income” means the median income for the Denver metropolitan area, adjusted for household size as calculated by HUD.

(c) “Covenant Period” means, for each IRU, a period of ninety nine (99) years, commencing on the date of building permit issuance of such IRU.

(d) “Director” means the Executive Director of OED or his or her designee.

(e) “Eligible Household” means a household that holds a valid verification of eligibility from OED (as described in Section 4 below) that entitles the household to buy an IRU. To be eligible to purchase an IRU at Initial Sale or resale, households must be earning no more than eighty percent (80%) of the AMI at the time of execution of a contract for purchase of an IRU and meet all other requirements set forth in the AHDF Rules.

(f) “Final Sale” means, with respect to each IRU, the first resale of such IRU occurring after the end of the Covenant Period in compliance with the terms and restrictions set forth herein. If the IRU is not resold within the period beginning on the expiration date of the Covenant Period and ending on the ten (10) year anniversary of such date, the Final Sale of such IRU shall be deemed to have occurred on such ten (10) year anniversary.

(g) “HUD” means the U.S. Department of Housing and Urban Development.

(h) “Initial Sale” means the first sale of an IRU by Declarant;

(i) “Maximum Gross Income” means the pre-tax income from all acceptable income sources as defined in the HUD Technical Guide for Determining Income;

(j) “Maximum Sale Price” means the maximum amount for which an IRU may be sold by Declarant, as set forth in Section 3(a) below or sold by a subsequent Owner, as set forth in Section 7 below.

(k) “Memorandum of Acceptance” shall have the meaning set forth in paragraph 5 below.

(l) “OED” means the City and County of Denver Office of Economic Development or any successor agency which is assigned responsibility for the City’s Affordable Housing Permanent Funds Program.

(m) “Owner” means any Eligible Household that purchases an IRU from the Declarant and any subsequent buyer, devisee, transferee, grantee or owner of, or holder of title to, any IRU, provided that if the City shall for any reason take title to the IRU, it shall not be considered an “Owner” for purposes of this Covenant.

(n) “Purchase Money First Lien Holder” means the lender who advances funds to an Eligible Household for the purchase an IRU and who is a holder of a purchase money first priority deed of trust against the IRU. The Purchase Money First Lien Holder shall be deemed to include assigns of the first lien holder but shall not include lenders who re-finance an IRU.

(o) “Transfer” means any sale, assignment or transfer that is voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in an IRU, including, but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, or any interest evidenced by a land contract by which possession of an IRU is transferred and the Owner obtains title.

2. Property Subject to Covenant. Declarant and each subsequent Owner of any IRU, and every party with an interest in title to any IRU hereby covenants and agrees that their IRU will be used, occupied and Transferred strictly in conformance with the provisions of this Covenant, the AGREEMENT for so long as this Covenant remains in force and effect with respect to such IRU.

3. Initial Sale. The Initial Sale of each IRU by Declarant shall be subject to the following restrictions:

(a) The Initial Sale of each IRU shall be at a price no greater than _____ and No/100 Dollars (\$_____).

(b) No less than thirty (30) days prior to the proposed offering of any IRU, Declarant shall provide written notice to OED containing the information required by the AHDF Rules. Within ten (10) days after receipt of such notice, OED shall notify Declarant whether the notice is adequate or materially deficient. If the notice is deemed to be deficient, the offering cannot proceed until the deficiency has been cured and approved by OED. If the notice is deemed adequate or if OED does not make a determination within such ten (10) day period, Declarant may proceed with the offering.

(c) Declarant shall make a good faith effort, as described in the AHDF Rules, to market each IRU for sale to households that are expected to qualify as Eligible Households and use the IRU as their own primary residence.

(d) If, during Declarant’s marketing of the IRUs, more than one offer is received for a particular IRU, the Declarant shall use a fair selection process to select among the prospective purchasers.

(e) The Declarant shall not close on any sale of any IRU without first obtaining

a verification of eligibility issued by OED for the buyer as set forth in Section 4 below. A copy of each verification shall be furnished by OED and maintained on file by OED.

(f) Upon closing of the Initial Sale of each IRU, the purchase contract, Memorandum of Acceptance, appraisal (if necessary), the warranty deed and a copy of the HUD-1 Settlement Sheet (or similar documentation), and any other documentation deemed necessary by OED shall be filed with OED to verify the sale of the IRU.

4. Eligible Household Verification.

(a) Within five (5) days after the date of full execution of a purchase and sale contract for any IRU, the seller shall ensure that the purchaser completes and submits to OED a request for income verification (on the form provided by the City), which shall constitute a request for determination that the purchaser meets all requirements to be deemed an Eligible Household and that the purchase price does not exceed the Maximum Sale Price.

(b) Within ten (10) business days after receipt of the income verification request, the City shall verify the potential purchaser's household income based on the potential purchaser's Maximum Gross Income and the AHDF Rules and either (i) issue a verification, signed by the City, stating that the purchaser is an Eligible Household and that the purchase price does not exceed the Maximum Sale Price (the "Verification"); or (ii) deliver notice to the selling Owner and purchaser specifying the reasons that a Verification cannot be issued. Failure by the City to make its determination and deliver a Verification or non-issuance notice within the ten (10) business day period described above shall be deemed an approval of the purchaser and the purchase price, and the City shall thereafter issue a Verification with respect to the transaction immediately upon request by the selling Owner or the purchaser.

5. Memorandum of Acceptance. Each Owner shall execute and record a Memorandum of Acceptance in substantially the form attached hereto as Exhibit B (completed with the appropriate information relating to the IRU and such Owner) in the real property records of the City and County of Denver, Colorado concurrently with the recordation of such Owner's deed to his or her IRU. Such Memorandum of Acceptance shall state that the conveyed property is an IRU and is subject to the restrictions contained in this Covenant.

Upon any sale or resale of the IRU, a Memorandum of Acceptance shall be recorded with the Clerk and Recorder of the City and County of Denver concurrently with the deed for the IRU. If the Memorandum of Acceptance is not so recorded, then the transfer shall be voidable at the option of the City.

6. Use and Occupancy.

(a) Purchasers of an IRU shall occupy the IRU within thirty (30) days after closing of their purchase thereof.

(b) At all times during the Covenant Period the IRU Owner shall occupy the IRU as the Owner's sole, exclusive and permanent place of residence. A permanent residence shall mean the home or place in which one's habitation is fixed and to which one, whenever one is absent, has a present intention of returning after a departure or absence therefrom, regardless of the duration of the absence. In determining what is a permanent residence, the City may consider the following circumstances relating to the Owner: business pursuits, employment, income sources, residence for income or other tax purposes, age, marital status, residence of parents, spouse and children, if any, location of personal and real property, and motor vehicle registration.

Temporary exceptions allowing the Owner of an IRU to rent out the IRU (subject to the limitations set forth in the AHDF Rules) may only be granted by OED as permitted by and justified under the AHDF Rules. Under no circumstances shall an IRU be used as a short-term rental, as defined by Article III, Chapter 33 of the Denver Revised Municipal Code.

(c) If an IRU Owner dies, at least one person taking title by will or by operation of law, whether eligible or not, either shall occupy the IRU as his, her, or their primary residence during the Covenant Period, or shall sell the IRU as provided herein. In no event shall the death of an IRU Owner affect the operation of the Covenant or the AHDF Rules

7. IRU Resale.

(a) If, at any time during the Covenant Period, an Owner desires to sell their IRU, the Owner shall, at least ten (10) days prior to offering such IRU for sale, complete and submit to OED a Maximum Resale Request (on the form provided by the City). Such form shall include the date on which the Owner will be ready to begin the marketing to Eligible Households.

(b) OED's determination of Maximum Sale Price for the IRU shall be based on the affordable sale price for a unit of similar size, as published by OED annually in accordance with the AHDF Rules.

(c) The Owner may not list the IRU for sale prior to receipt of OED's written determination of the Maximum Sale Price. After receiving such determination from the City, the selling Owner may list the IRU for sale to potential Eligible Households at or below such Maximum Sale Price. THE MAXIMUM SALE PRICE IS ONLY AN UPPER LIMIT ON THE RESALE PRICE FOR THE IRU, AND NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION, WARRANTY OR GUARANTEE BY THE CITY OR DECLARANT THAT UPON RESALE THE OWNER SHALL OBTAIN THE MAXIMUM SALE PRICE. DEPENDING UPON THE CONDITION OF THE UNIT AND CONDITIONS AFFECTING THE REAL ESTATE MARKET, THE OWNER MAY OBTAIN LESS THAN THE MAXIMUM SALE PRICE FOR THE IRU UPON RESALE.

(d) The Owner shall make a good faith effort to market the IRU in accordance with the requirements set forth in the AHDF Rules to purchasers that are expected to qualify as Eligible Households.

(e) The Owner may only enter into a contract for the sale of the IRU with a purchaser who is reasonably expected to qualify as an Eligible Household.

(f) The Owner may enter into a contract for the sale of the IRU upon such terms and conditions as the selling Owner shall deem acceptable, provided, however, that the following conditions apply:

- (i) the purchase price shall not exceed the Maximum Sale Price;
- (ii) the selling Owner must believe in good faith that the purchaser will be verified by OED as an Eligible Household; and
- (iii) the contract must state as a contingency that the purchaser will submit an income verification request in accordance with Section 4 above and that the selling Owner's obligations under the contract are expressly contingent upon the City's determination (by issuance of the Verification described in Section 4) that the purchaser is an Eligible Household and that the purchase price does not exceed the Maximum Sale Price. All earnest money must be

returned in the event that the contingencies above are not met.

(g) The verification procedure described above in Section 4 shall apply to each resale of any IRU.

(h) Upon the transfer of the IRU, the purchaser must sign and record a Memorandum of Acceptance as described above in Section 5.

(h) The Director may waive the restrictions on the resale prices for IRUs if the Director finds that the restrictions conflict with regulations of federal or state housing programs and thus prevent Eligible Households from buying dwelling units under the IRU program. Any waiver shall be in writing, shall reference the recorded covenant, and shall be recorded in the records of the Clerk and Recorder for the City and County of Denver, Colorado.

8. Remedies in the Event of Breach.

(a) In the event that OED has reasonable cause to believe that an Owner is violating the provisions of this Covenant, an authorized representative of OED may seek permission to enter the IRU, if necessary to determine compliance.

(b) In the event the City becomes aware of an alleged violation of this Covenant, the City or OED shall send a notice of such alleged violation to the Owner detailing the nature thereof and allowing the Owner fifteen (15) days to cure such default or request a hearing before the City using the linkage fee appeals process described in the AHDF Rules, with the Director serving as the designated official in the stead of the Director of CPD. If no hearing is requested and the violation is not cured within the fifteen (15) day period, the Owner shall be considered in violation of this Covenant. If a hearing is held before the City, the decision of the City based on the record of such hearing shall be final for the purpose of determining if a violation has occurred.

(c) There is hereby reserved to the City, OED and the Director the right to enforce this Covenant, including any and all remedies provided pursuant to the Denver Revised Municipal Code.

(d) Any Owner who violates the occupancy provisions of Section 6(b) above may be required by the Director to occupy such IRU as Owner's domicile, offer the IRU for resale to an Eligible Household, and/or turn over to the City all rents received without a City exception.

(e) Subject to the limitations set forth in Section 8(f) below, in the event the IRU is Transferred in a manner that is not in full compliance with the terms and conditions of this Covenant, such Transfer shall be wholly null and void and shall confer no title whatsoever upon the purported transferee. Each and every Transfer of the IRU, for all purposes, shall be deemed to include and incorporate by this reference the covenants herein contained, regardless of reference therein to this Covenant.

(f) Notwithstanding anything in this Covenant to the contrary, in the event that the IRU is encumbered by a deed of trust from a Purchase Money First Lien Holder and such deed of trust is insured by HUD, the City's remedies shall specifically not include remedies prohibited by HUD, such as: (i) voiding a conveyance, including a lease, by the Owner; (ii) terminating the Owner's interest in the IRU; or (iii) subjecting the Owner to contractual liability including damages, specific performance or injunctive relief, other than requiring repayment at a reasonable rate of interest any amount paid for an IRU above the Maximum Sale Price.

9. Seniority of Covenant. This Covenant is senior to all instruments securing permanent financing, except as otherwise permitted herein.

10. Release of Covenant in Foreclosure.

(a) In the event that Owner receives a notice of default or notice of foreclosure from the Purchase Money First Lien Holder, the Owner shall send a copy of said notice to OED within seven (7) days of receipt.

(b) In the event of (i) a foreclosure action being brought by the Purchase Money First Lien Holder, or (ii) the request for the Purchase Money First Lien Holder to accept title to the IRU by deed in lieu of foreclosure, the Owner shall give a copy of any notice of intent to foreclose or request for deed in lieu to OED within ten (10) days of receipt of such notice or request. Notice to OED shall be to the address of OED as provided in this Covenant with a copy to the City Attorney's Office. In the event that the Purchase Money First Lien Holder takes title to the IRU pursuant to a deed in lieu of foreclosure, the Owner shall give notice to OED with a copy to the City Attorney's Office upon the vesting of title to the IRU in Purchase Money First Lien Holder.

(c) As to any IRU encumbered by a HUD-insured mortgage, this Covenant shall automatically and permanently terminate upon foreclosure of a deed of trust or acceptance of a deed in lieu of foreclosure by a Purchase Money First Lien Holder or assignment to HUD of a purchase money first priority deed of trust encumbering such IRU. In the event of foreclosure or the acceptance of a deed in lieu of foreclosure by any other Purchase Money First Lien Holder on an IRU, the mortgagee may request the release of this Covenant with respect to that particular IRU and the Director is authorized to execute such a release if warranted by the circumstances.

(d) In a cash funded purchase following foreclosure, any and all liens or deeds filed against the property in exchange for the cash portion of the purchase shall be subordinate to the covenant placed on the unit pursuant to the requirements of these rules and regulations. Such liens or deeds will not qualify the holder as a holder of a first deed of trust, nor a purchase money first lien holder, nor under the covenant, nor under the City's Housing Funds Ordinance Administrative Rules and Regulations.

11. Limitation on Equity Mortgages. During the Covenant Period, Owner shall not cause or allow any second mortgage, refinance mortgage, or equity mortgage greater than the then-current Maximum Sale Price to be placed on or recorded against the IRU. Any action in contravention of this provision shall be void and may subject the Owner to criminal and civil fraud penalties.

12. Covenant Running with Land; Duration of Covenant. The terms of this Covenant and the provisions of the AHDF Rules shall apply to the IRUs and run with the land as a burden thereof until Final Sale, and shall be specifically enforceable by the City and its successors and assigns, as applicable, by any appropriate legal action including but not limited to specific performance, injunction, reversion or eviction of non-complying Owners and/or occupants.

13. Final IRU Sale.

(a) Assuming no previous termination due to foreclosure, this Covenant shall terminate, expire and be of no further force and effect with respect to an IRU on the date of Final Sale.

15. Exhibits. All exhibits attached hereto are incorporated herein and by this reference made a part hereof.

16. Severability. Whenever possible, each provision of this Covenant and any other related document shall be interpreted in such a manner as to be valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of such documents.

17. Conflict or Inconsistency. In the event of any conflict or inconsistency between the terms of this Covenant and the terms and provisions of the AHDF Rules, as such are in effect on the date of this Covenant, the AHDF Rules shall prevail.

18. Choice of Law. This Covenant and each and every related document are to be governed and construed in accordance with the law of the State of Colorado.

19. Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties.

20. Section Headings. Paragraph or section headings within this Covenant are inserted solely for convenience of reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

21. Waiver. No claim of waiver, consent or acquiescence with respect to any provision of this Covenant shall be valid against any party hereto except on the basis of a written instrument executed by the parties to this Covenant. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

22. Gender and Number. Whenever the context so requires herein, the neuter gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

23. Personal Liability. Owner shall be personally liable for any of the transactions contemplated herein.

24. Further Actions. The parties to this Covenant agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Covenant or any restriction or document relating hereto or entered into in connection herewith.

25. Modifications. The parties to this Covenant agree that any modifications of this Covenant shall be effective only when made by writings signed by both parties and recorded with the Clerk and Recorder of the City and County of Denver, Colorado.

26. Owner and Successors. It is understood that a person or persons shall be deemed an Owner hereunder only during the period of his, her or their ownership interest in the IRU and shall be obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained herein during such period.

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ACCEPTANCE BY DECLARANT

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year above first written.

DECLARANT: _____, a _____
[Development Entity] [State]

[Type of business organization]

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ as _____ of _____, a _____

[Development Entity] [State]

[Type of business organization]

Witness my hand and official seal.

My commission expires:_____.

Notary Public

ACCEPTANCE BY THE CITY AND COUNTY OF DENVER

The foregoing Notice of Voidable Title Transfer and Master Covenant for the Occupancy and Resale of Units _____, and its terms
[Project Name]
are hereby accepted by the City and County of Denver, Colorado.

CITY AND COUNTY OF DENVER, COLORADO

By: _____

Name: _____

Title: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ as _____ of the City and County of Denver, Colorado.

Witness my hand and official seal.
My commission expires:_____.

Notary Public

EXHIBIT A – Legal Description
EXHIBIT B - Memorandum of Acceptance

EXHIBIT A
Legal Description

UNIT _____, _____ [*INSERT NAME OF PROJECT*], County of _____, State of Colorado, according to the Map thereof recorded on _____, 20__, at Reception No. _____, and the Declaration recorded on _____, 20__, at Reception No. _____, in the records of the Clerk and Recorder of the County of _____, Colorado,

also known by street and number as: _____

EXHIBIT B

**MEMORANDUM OF ACCEPTANCE
OF
NOTICE OF VOIDABLE TITLE TRANSFER AND MASTER COVENANT
FOR THE OCCUPANCY AND RESALE OF UNITS FOR**

[Project Name]

WHEREAS, _____, the Buyer, purchased

[Buyer Name]
_____, on the date of _____ from

[Property Address]
_____. The maximum resale price [is

(Seller Name)
/is deemed to be] \$ _____ as of _____, 201__.
[purchase price amount]

WHEREAS, the Seller of the IRU is requiring as a prerequisite to the sale transactions, that the Buyer acknowledge and agree to the terms, conditions and restrictions found in that certain instrument entitled "Notice of Voidable Title Transfer and Master Covenant for The Occupancy and Resale of Units _____", recorded on

[Project Name]
_____, 20____, under Reception No. _____, in the real property records of the City and County of Denver, Colorado (the "Master Covenant").

NOW, THEREFORE, as an inducement to the Seller to sell the Unit, the Buyer:

1. Acknowledges that Buyer has carefully read the entire Affordable Housing Covenant ("Covenant"), that applies to the property and has had the opportunity to consult with legal and financial counsel concerning the Covenant and fully understands the terms, conditions, provisions, and restrictions contained in the Covenant.
2. Acknowledges the Covenant **voids title passage** if a transfer is attempted which is non-compliant with the affordability restrictions in the Covenant. The failure to transfer for a restricted price and to an eligible household under the Covenant means title is not transferred (void) and the buyer has no title or ownership of the property.
3. Acknowledges that, before selling this affordable home in the future, it is mandatory that approval is obtained **in writing** from the City and County of Denver, Office of Economic Development, 201 West Colfax Ave., Dept. 204, Denver, Colorado 80202.
4. Acknowledges that the terms of the Covenant restrict the resale price and profits may be required to be shared after the termination of this Covenant. Maximum resale price and profit share information are available only from the City and County of Denver.

5. Acknowledges that the terms of the Covenant restrict purchasers to households earning no more than 80% of Area Median Income (“AMI”). Allowable income maximums are available only from the City and County of Denver.

6. Acknowledges that the City and County of Denver may recover as financial penalty all amounts overpaid to the seller and require the purchaser to sell the property for the affordable price to an eligible household. The City’s recovery of a penalty does not limit any action a buyer or other injured party may have to recover their damages from the seller.

7. Acknowledges that the terms of the Covenant prohibit rentals except in limited circumstances. Exceptions to rental require the written approval of the City and County of Denver.

8. Acknowledges that the City and County of Denver may recover as financial penalty all rents paid for and require the purchaser to sell the property for the affordable price to an eligible household. The City’s recovery of a penalty does not limit any action a tenant or other injured party may have to recover their damages from the landlord.

9. Notice to Buyer, pursuant to Subsection _____ of the [Master] Covenant, should be sent to:

10. In addition to the above, the City and County of Denver may seek any remedy allowed to it for violations of Article V, Chapter 27, Denver Revised Municipal Code (including any adopted rules and regulations) or the Covenant.

11. Directs that this memorandum be placed of record in the real estate records of the City and County of Denver, Colorado and a copy provided to Denver Community Planning and Development Agency.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this instrument of the day and year first above written.

BUYER(S):

By: _____

Name: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, by _____
_____.

Witness my hand and official seal.

Notary Public

My commission expires: _____

Please return **originally signed**
document to OED for recordation.

Office of Economic Development
201 W. Colfax Ave., Dept. 204
Denver, CO 80202



January 14, 2020

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

Re: Application No. 2019I-00121

Dear Mr. Shaver,

On October 8, 2019, the Board of Directors of the Elyria-Swansea-Globeville Business Association met with representatives of 3275 and 3315 Denargo Street to understand their rezoning request.

We know they are seeking to rezone from I-B/UP-2 to C-MX-12/DO-7 and that they intend to meet the RiNo design guidelines, which require 70% of the front footage to be active retail space. We believe the broader business community will benefit from this rezoning, and we support their application.

Please feel free to contact me at 303-956-8572 should you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Larry Burgess".

Larry Burgess, President
Elyria-Swansea-Globeville Business Association



12/9/2019

Adam Wallace
Cyprus Real Estate
2420 17th Street, Suite 3015
Denver, CO 80202

Re: Design and Site Rezoning of locations Denargo Market DM3, DM4, and D5

Dear Mr. Wallace

Thank you for taking the time to present your development design and associated rezoning proposals to the RiNo Design Review Group on 18 November.

RiNo believes these sites offer great potential and we look forward to the developments contributing increased street level activity and vibrancy to this area. Given the extent of clear horizontal space between the development sites and adjacent property, created by the railway tracks and river, we believe that the heights of 8 stories (DM3), 16 stories (DM4), and 12 stories (DM5) can be readily accommodated.

With regard to the design elements discussed, below is a summary of key points:

- **First to third floor level:** We support the use of brick masonry, which will weather positively and create a sense of timelessness; however we would welcome further consideration of the design approach of the first-third floors. The dark color and unrelieved surface lack human scale at this most visible part of the building from street level. We discussed that this is likely to be a graphical issue and the design intention is for a slightly lighter shade of brick and to alternate the brick orientation and coursed to create texture.
- **Parking garage fenestration:** We fully support the City's policy of creating continuity between integrated parking levels and the wider development and this is also included in DO-7. We would ask that further information be provided of the perforated paneling at openings to ensure that these are distinct from the glazing above.
- **Materiality:** We would suggest that utilizing a natural timber fronted cladding product will deliver increased depth and visual interest in comparison to an artificial product, weathering positively and supporting the use of brick masonry. Experience with artificial timber cladding on developments elsewhere is that it can present a fake and low quality appearance.
- **External mural:** We are supportive of the large scale mural and would welcome the opportunity to support the artist engagement and shortlisting processes. Alex Pangburn, RiNo's Director of Curation, has extensive contacts within the local creative community, please feel free to reach out to her at alex@rinoartdistrict.org.

3525 Wynkoop St • Suite 40 • Denver, Colorado 80205 • 303.437.5129 • rinoartdistrict.org

artwork by @detour303

- **Internal art curation:** Likewise, we would welcome the opportunity to be part of art curation within the development, ensuring that the selected products are representative of RiNo's unique sense of place.

Finally, we note that the development sites are located within the DO-7 area and so should comply with all zoning requirements stipulated in that document.

We trust the above in order, please contact John Deffenbaugh, RiNo Projects Director, john@rinoartdistrict.org, with any queries. We would welcome the opportunity to discuss the above points further once you have had the chance to consider responses.

Yours sincerely,



Tracy Weil
President, RiNo Art District

CC

Molly Veldkamp, RiNo Portfolio Integration Manager, City and Country of Denver

Leah Dawson, Senior Development Project Administrator, City and County of Denver

Justin Croft, President, RiNo BID

By email