



Zone Map Amendment (Rezoning) - Application

PROPERTY OWNER INFORMATION*	
<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION	
Property Owner Name	
Address	
City, State, Zip	
Telephone	
Email	
*All standard zone map amendment applications must be initiated by owners (or authorized representatives) of at least 51% of the total area of the zone lots subject to the rezoning. See page 4.	

PROPERTY OWNER(S) REPRESENTATIVE**	
<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION	
Representative Name	
Address	
City, State, Zip	
Telephone	
Email	
**Property owner shall provide a written letter authorizing the representative to act on his/her behalf.	

SUBJECT PROPERTY INFORMATION

Location (address):	
Assessor's Parcel Numbers:	
Area in Acres or Square Feet:	
Current Zone District(s):	

PROPOSAL

Proposed Zone District:	
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PRE-APPLICATION INFORMATION

In addition to the required pre-application meeting with Planning Services, did you have a concept or a pre-application meeting with Development Services?	<input type="checkbox"/> Yes - State the contact name & meeting date _____ <input type="checkbox"/> No - Describe why not (in outreach attachment, see bottom of p. 3)
Did you contact the City Council District Office regarding this application ?	<input type="checkbox"/> Yes - if yes, state date and method _____ <input type="checkbox"/> No - if no, describe why not (in outreach attachment, see bottom of p. 3)



REZONING GUIDE

REZONING REVIEW CRITERIA (ACKNOWLEDGE EACH SECTION)

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

REQUIRED ATTACHMENTS

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

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

ADDITIONAL ATTACHMENTS (IF APPLICABLE)

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

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

REZONING GUIDE



PROPERTY OWNER OR PROPERTY OWNER(S) REPRESENTATIVE CERTIFICATION

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

Property Owner Name(s) (please type or print legibly)	Property Address City, State, Zip Phone Email	Property Owner Interest % of the Area of the Zone Lots to Be Rezoned	Please sign below as an indication of your consent to the above certification statement	Date	Indicate the type of ownership documentation provided: (A) Assessor's record, (B) warranty deed, (C) title policy or commitment, or (D) other as approved	Has the owner authorized a representative in writing? (YES/NO)
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>	01/12/20	(A)	YES

The Housing Authority of the City and County of Denver
Map Amendment: 930 N Bryant St./2449 W 10th Ave/911 N Alcott Way
Exhibits



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PROPOSED MAP AMENDMENT SUMMARY

The Housing Authority of the City and County of Denver (“DHA”) is a quasi-municipal corporation with a portfolio of over 5,441 units serving more than 26,000 very low, low and middle income individuals representing over 10,000 families in Denver. DHA continues to transform public housing in Denver by creating vibrant, revitalized, sustainable, transit oriented, and mixed-income communities of choice.

Currently, a disconnected street grid and concentrated poverty isolate SV from economic opportunity and area amenities. As a result, SV has become the lowest income neighborhood in Denver with 80% of residents living in poverty. In 2016, Denver Housing Authority (DHA) was awarded a \$30 million Choice Neighborhood Initiative (CNI) Implementation Grant from HUD for the Sun Valley Eco District (SVED) and DHA to implement the SV Neighborhood Transformation Plan. In 2018, the City of Denver adopted the Housing Plan that outlines assistance and stabilization programs for low-income renters, homeowners and the Homeless, and calls for initiatives to encourage a greater supply of apartments and other housing that is affordable to people of low and moderate incomes. The City requested DHA’s assistance and partnership in accelerating the development, rehabilitation and preservation of affordable housing, which is called the DHA Delivers for Denver (D3) Program. Under the D3, an intergovernmental agreement (IGA) between DHA and the City of Denver, DHA is actively working to address the affordable housing shortage across Denver. By December 31, 2024, DHA will have developed or have under construction at least 1,294 units, within three catalytic redevelopments, including Sun Valley. The resulting development plan includes the replacement of 333 obsolete public housing units with newly constructed, energy efficient developments on and off-site throughout the neighborhood. In total, the Plan will create over 900 mixed-income units in four phases.

DHA requests a map amendment to rezone the property located at 930 N. Bryant St. Denver, CO 80204, 2449 W 10th Ave. Denver, CO 80204, and 911 N Alcott Way Denver, CO 80204 (“Property”) from **C-RX-8 to C-MX-12**.

The Property consists of approximately 3.28 acres of land at the South East corner of Bryant St. and West 9th Avenue within the Sun Valley Neighborhood on the West side of Denver. Under current redevelopment plans the property is the planned development site for the third and fourth phases of the Sun Valley redevelopment effort. Construction is set to commence on Phase 3 (Joli) in Q4 of 2021 to meet the HUD CNI goals. Construction on Phase 4 (Flo) is set to commence in Q4 of 2022 to meet DHA’s D3 Bond obligations to the City of Denver. In addition to the planned mixed income housing, the Property is also the site of DHA’s Critical Community Investment (CCI) activities, including the Micro-Restaurant Incubator and the Micro-Business Incubator commercial spaces.

Joli is a 126 unit mixed income multi-family development with a restaurant incubator and a business/makers space located on the ground floor. While Joli is currently within and would not exceed the existing zoning of 8 stories, under C-RX-8, the commercial serving spaces are restricted to the first floor. The MX zoning would allow DHA to add an additional floor above the restaurant incubator space to accommodate a greenhouse for year round food production and an additional floor of business incubator space. The greenhouse space would further DHA’s Critical Community Investment (CCI) plan to combat food scarcity and increase access in the neighborhood in conjunction with the Grow Garden, Decatur Fresh, and the planned restaurant incubator space. In addition, the greenhouse would provide additional vocational training opportunities, support businesses in the restaurant incubator, and further DHA’s mission to combat food scarcity in Sun Valley. The second level on the business incubator space would bring an additional 3,100 SF of space to support local entrepreneurs for a total of 7,400 SF. This would create 5 individual spaces for businesses to locate and operate out of, bringing further economic mobility and an opportunity to preserve and advance local talents and skillsets.

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Flo is a senior and disabled high rise located on the southeast corner of the Sun Valley Redevelopment. Under current C-RX-8 zoning, the building can accommodate between 72 and 116 units. The C-MX-12, would increase the capacity of the Flo building, and could hold 170-200 units with the additional 4 stories. Based on DHA's experience in the development and management of senior and disabled properties across Denver, a building between 170 and 200 units is a more efficient approach to senior housing in regards to service provision and space. Furthermore, West Denver is currently experiencing a shortage in affordable housing for the senior and disabled and this increase in density would allow DHA to bring additional affordable housing options for our low income senior community. DHA is currently looking to increase the height along Riverfront Drive to 12 stories and maintain the 8 stories along the interior wing

Prior to DHA's redevelopment efforts, Sun Valley was the home to 333 public housing homes, 82 of which exist on the Property. DHA is requesting to rezone and redevelop the property to meet the following goals:

- Increase the amount of affordable housing opportunities for the senior population within the Sun Valley Neighborhood
- Combat food scarcity in Sun Valley through the development of a second floor commercial greenhouse to support year-round fresh produce
- Provide economic opportunities for the Sun Valley community through the development of additional business incubator spaces
- Advance and develop in accordance with Blueprint Denver's goals
- Advance and develop in accordance with Denver's Housing Advisory Committee's goals
- Advance and develop to the Housing an Inclusive Denver plan adopted by Denver City Council

For the reasons set forth in Exhibit A, the proposed rezoning is consistent with the criteria set forth in Section 12.4.10.7 of the Denver Zoning Code, which authorizes Denver City Council to approve an official map amendment.

EXHIBIT A: GENERAL REVIEW CRITERIA

General Review Criteria – DZC Sec. 12.4.10.7

Consistency with Adopted Plans:

The proposed map amendment is consistent with the City’s adopted plans as outlined below:

Blueprint Denver

The proposed rezoning of the property from C-RX-8 to C-MX-12 is consistent with Blueprint Denver. Specifically, the rezoning is consistent with Blueprint’s Goals, as well as the recommendations for Urban Centers, Community Centers, Growth Areas, Street Classifications, and Enhanced Transit Corridors.

The *italicized text* signals an excerpt from Blueprint. The language that follows is used to detail how the proposed map amendment is consistent with the goals of Blueprint.

Goals:

“The goals reflect the voice of the community. They create a guiding framework for the plan vision and recommendations:

- *Serve all Denver residents with a diverse range of affordable housing options and quality employment opportunities throughout the city.*
- *Ensure all Denver residents have safe, convenient and affordable access to basic services and a variety of amenities.*
- *Develop safe, high-quality mobility options that prioritize walking, rolling, biking and transit and connect people of all ages and abilities to their daily needs.*
- *Support a welcoming business environment and the growth of employment centers around the city to promote work and educational opportunities for all residents.*
- *Promote a healthy community with equitable access to healthy living for all residents.”* Blueprint 22 - 23

The proposed rezoning of the property from C-RX-8 to C-MX-12 is consistent with Blueprint Denver’s overarching goals. The proposed rezoning will enable DHA to increase density, offer additional affordable housing options to low and moderate income seniors, combat food scarcity in the Sun Valley neighborhood, and enhance economic and employment opportunities.

Chapter 2: A Vision for an Inclusive City:

The Blueprint Denver vision calls for three visions to create a more inclusive city – an equitable city, a city of complete neighborhoods and complete networks, and an evolving city. The proposed map amendment meets the following visions in multiple capacities. These are outlined below:

An Equitable City:

In creating an Equitable City, Blueprint Denver outlines three equity concepts: Improving Access for Opportunity, Reducing Vulnerability to Displacement, and Expanding Housing and Jobs Diversity.

1. Access to Opportunity:

Sun Valley is a neighborhood with low access to opportunity. The proposed map amendment brings additional services and affordable housing opportunities to the neighborhood to improve overall health outcomes. Additional senior housing will ensure access to the existing neighborhood amenities, such as Denver Health’s Westside Clinic and Denver Human Services, as well as the

planned improvements in the Riverfront Park and healthy food options in the marketplace, urban farm, and planned year round greenhouse.

2. *Reducing Vulnerability to Displacement:*
Sun Valley is a neighborhood that is increasingly vulnerable to involuntary displacement. The proposed map amendment ensures that the people who live and work in the neighborhood will continue to have places to call home.
3. *Expanding Housing and Jobs Diversity:*
As Sun Valley is experiencing a large scale transformation to further housing diversity by bringing low income, workforce and market rate rental options and affordable and market rate for-sale options. The proposed map amendment would bring additional affordable options for Denver's vulnerable senior community, creating a multi-generational neighborhood where residents can age safely and comfortable in their home.

An Evolving City

Denver has experienced considerable growth which is projected to reach approximately 900,000 residents by 2040. Blueprint Denver has outlined various Growth Strategies to guide growth and achieve equity goals to benefit all residents. Sun Valley has been designated as a Community Center and Corridors future growth area. Community Center areas are projected to “attract almost two-thirds of all new jobs and half of new household”. The proposed map amendment is in line with the Community Center growth area by bringing additional housing options and commercial opportunities to the neighborhood.

Chapter 3: Plan in Action

Land Use and Built Form: Housing

Strategy 06.A: Incentivize affordable housing through zoning, especially in regional centers, community centers and community corridors adjacent to transit.

The proposed map amendment would bring additional affordable housing options to a community center in an area currently considered high on the vulnerability to displacement.

Quality of Life Infrastructure:

Strategy 08.B: Identify opportunities to expand healthy, culturally-relevant food access and programming. In areas with limited food access, community gardens, greenhouses, edible landscaping and mobile produce are tools that can be calibrated to develop culturally relevant recommendations

The proposed map amendment would allow for an additional story of commercial space to support a year round greenhouse above the restaurant incubator space.

Chapter 4:

Neighborhood Context – Urban Center

Land Use & Built Form: A high mix of uses throughout the area, with multi-unit residential in multi-story, mixed-use building forms Block patterns are generally regular with consistent alley access. Larger scale buildings close to the street.

Mobility: High levels of pedestrian and bicycle use and good access to high-capacity transit with minimal reliance on cars.

Quality of Life Infrastructure: Smaller public parks and privately owned, publicly accessible outdoor spaces and plazas, Trees are within planters and expanded streetscape planting areas.

The proposed map amendment falls within the Urban Center future neighborhood context. The uses allowed with the C-MX-12 zoning are compliant with the general guidelines for Urban Center, as it will bring multi-unit residential in a multi-story, mixed use building in a newly established regular block pattern with the 12 stories planned adjacent to the pedestrian friendly Riverfront Road. The planned pedestrian and bicycle infrastructure planned for both 10th Avenue and Riverfront Road and connections in the Sun Valley Riverfront Perk ensure higher levels of pedestrian and bike access for the community. The planned 11 acre park along the South Platte will ensure that all community members will have access to publically accessible open space, including a cultural plaza, urban farm, playground, and areas of relaxation and restoration.

Future Places: Community Center

Land Use & Built Form: Typically a balance of either residential and employment; residential and dining/shopping; or employment and dining/shopping uses. Buildings are mid-scale, but vary by context and surrounding character. Buildings often orient to the street or other public spaces.

Mobility: Accessible to a larger area of surrounding neighborhood users by a variety of transportation options. Often connected through dedicated bike facilities, transit priority streets or rail service.

Quality of Life Infrastructure: Open spaces promote social interaction and respond to the distinct uses within the center. Trees, plants and green infrastructure provide moments of relief from the more intense activity.

The proposed map amendment falls within the Community Center future places context. The uses allowed with the C-MX-12 zoning would further the balance of residential and employment within the neighborhood by bringing additional commercial opportunities to the Sun Valley Neighborhood. The neighborhood is well connected with the light rail, and planned connections to the South Platte Regional Trail and enhancements along 10th Avenue will further improve mobility and access for the community. The planned 11 acre park along the South Platte will ensure that all community members will have access to publically accessible open space, including a cultural plaza, urban farm, playground, and areas of relaxation and restoration.

Chapter Five: Neighborhood Context

5.5 Urban Center: *This context contains high intensity residential and significant employment areas. Development typically contains a substantial mix of uses, with good street activation and connectivity. Residents living in this context are well served by high-capacity transit and have access to ample amenities and entertainment options.*

Community Center:

Land Use & Built Form: Provides a mix of office, commercial and residential uses. A wide customer draw both of local residents from surrounding neighborhoods and from other parts of the city. Activity levels during different times of the day will vary depending on the type and mix of uses. Buildings are larger in scale than local centers and orient to the street or other public spaces. Strong degree of urbanism with mostly continuous building frontages and distinct streetscape elements that define the public realm. Heights can be generally up to 12 stories in the taller areas and should transition gradually within the center's footprint to the surrounding residential areas.

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Mobility: Accessible to a larger area of surrounding neighborhood users by a variety of transportation options including high-capacity transit and the transit priority street network. Pedestrian priority areas are typical and people riding bicycles have access with high ease of use bicycle facilities.

Quality of Life Infrastructure: Open spaces promote social interaction and respond to the distinct uses within the center. Green infrastructure includes trees and often serves the needs of the larger areas. Street trees in planters at regular intervals. Public spaces are flexible to benefit different types of users and daily activities throughout the year.

The proposed map amendment falls within the Urban Center - Community Center neighborhood context. The uses allowed with the C-MX-12 zoning would further the balance of residential and employment within the neighborhood by bringing additional commercial opportunities to the Sun Valley Neighborhood. The neighborhood is well connected with the light rail, and planned connections to the South Platte Regional Trail and enhancements along 10th Avenue will further improve mobility and access for the community. The planned 11 acre park along the South Platte will ensure that all community members will have access to publically accessible open space, including a cultural plaza, urban farm, playground, and areas of relaxation and restoration.

Comprehensive Plan 2040

The proposed rezoning of the property from C-RX-8 to C-MX-12 is consistent with the Denver Comprehensive Plan 2040. The *italicized text* signals an excerpt from the Plan. The language that follows is used to detail how the proposed map amendment is consistent with the goals of the Plan.

Vision 1: Equitable, Affordable and Inclusive:

One vision for the Denver Comprehensive Plan 2040 is to ensure ***“Denver is an equitable, inclusive community with a high quality of life for all residents, regardless of income level, race, ethnicity, gender, ability or age.”***

Key goals of the 2040 plan to create an equitable, affordable, and inclusive city include:

1. *Ensure all Denver residents have safe, convenient and affordable access to basic services and a variety of amenities.*
 - A. *Increase development of housing units close to transit and mixed use development*
 - C. *Improve equitable access to resources that improve quality of life, including cultural and natural amenities, health care, education, parks, recreation, nutritious food and the arts*
2. *Build housing as a continuum to serve residents across a range of incomes, ages and needs.*
 - A. *Create a greater mix of housing options in every neighborhood for all individuals and families*
 - D. *Increase the development of senior-friendly and family-friendly housing, including units with multiple bedrooms in multifamily developments.*
3. *Develop housing that is affordable to residents of all income levels.*
 - E. *Leverage available publicly owned land for affordable housing development*
5. *Reduce the involuntary displacement of residents and businesses.*
 - A. *Advance a comprehensive approach to mitigating involuntary displacement that includes expanding economic mobility, creating new affordable housing and preserving existing affordability.*
8. *Increase housing options for Denver’s most vulnerable populations.*
 - D. *Expand the supply of housing accessible to seniors and people with disabilities, including more housing choices for seniors to age in place.*

DHA's proposed map amendment of increasing building height from 8 stories to 12 stories, would bring an additional 70 - 90 affordable senior units to the Sun Valley Neighborhood and West Denver. This increase in density and affordable housing development aligns with 2040 Plan's above key elements in that it will preserve and expand opportunities for safe, affordable, diverse living for moderate and low income families within the City and County of Denver.

In addition, DHA intends to bring additional programs to the neighborhood to combat food scarcity. The plan to include an additional story of commercial space above the planned restaurant incubator would bring year-round growing opportunity to the neighborhood, ensuring community members have access to fresh and healthy food. The greenhouse would provide fresh produce to the new Sun Valley market, Decatur Fresh, located on 10th Avenue and Decatur and to tenants in the planned restaurant incubator space. Similar to the current program provided through DHA and the Denver Botanic Gardens, the greenhouse would be provide educational opportunities to families in the community, promoting further economic opportunities.

Vision 2: Strong and Authentic Neighborhoods

One vision for the Denver Comprehensive Plan 2040 is to ensure ***“Denver’s neighborhoods are complete, unique, and reflective of our city’s diverse history”***.

Key goals include:

1. *Create a city of complete neighborhoods*
 - B. *Ensure neighborhoods offer a mix of housing types and services for a diverse population.*
4. *Ensure every neighborhood is economically strong and dynamic*
 - B. *Embrace the international nature of our neighborhoods through support of immigrant-owned businesses.*

The proposed map amendment with further the types of affordable housing options for a diverse population. The planned commercial activity in the project will be a direct reflection of Sun Valley's diversity. The plan to include an additional story of commercial space above the planned restaurant incubator would bring year-round growing opportunity to the neighborhood, ensuring community members have access to fresh and healthy food.

Vision 3: Connected, Safe and Accessible Places

One vision for the Denver Comprehensive Plan 2040 is to ensure ***“Denver is connected by safe, high quality, multi modal transportation options.”***

Key goals include:

3. *Maximize the public right-of-way to create great places.*
 - A. *Create streets that foster economic activity, contribute to great urban design and accommodate green infrastructure, including street trees.*

The proposed map amendment will include enhancements to 10th Avenue and to the Riverfront Drive, creating places for gathering and better connecting the community to the park enhancements and opportunities throughout Sun Valley.

Vision 4: Economically Diverse and Vibrant

One vision for the Denver Comprehensive Plan 2040 is to be a ***“global city with a robust economy that reflects the diversity of our community.”***

Key goals include:

1. *Ensure economic mobility and improve access to opportunity.*
 - A. *Improve economic mobility through workforce training, career development, quality education and wealth creation.*
3. *Sustain and grow Denver's local neighborhood businesses.*
 - B. *Target investments and small business support to the most underserved or distressed neighborhoods.*
10. *Create a vibrant food economy and leverage Denver's food businesses to accelerate economic opportunity.*
 - B. *Spur innovation and entrepreneurship across food and agricultural businesses*

The proposed map amendment will bring additional programs to the neighborhood to support economic development and combat food scarcity. The plan to include an additional story of commercial space above the planned restaurant incubator would bring year-round growing opportunity to the neighborhood, ensuring community members have access to fresh and healthy food. The greenhouse would provide fresh produce to the new Sun Valley market, Decatur Fresh, located on 10th Avenue and Decatur and to tenants in the planned restaurant incubator space. Similar to the current program provided through DHA and the Denver Botanic Gardens, the greenhouse would be provide educational opportunities to families in the community, promoting further economic opportunities.

Vision 6: Healthy and Active

One vision for the Denver Comprehensive Plan 2040 is to ensure ***“Denver is a city of safe, accessible and healthy communities.”***

Key goals include:

1. *Create and enhance environments that support physical activity and healthy living.*
 - B. *Promote walking, rolling and biking through the development of a safe and interconnected multimodal network*
 - C. *Design safe public spaces and recreational areas to serve people of all ages and backgrounds.*
3. *Ensure access to affordable, nutritious and culturally-diverse foods in all neighborhoods.*
 - B. *Expand community food production and sharing.*
 - C. *Build community-driven food resources.*

The proposed map amendment will bring additional programs to the neighborhood to support economic development and combat food scarcity. The plan to include an additional story of commercial space above the planned restaurant incubator would bring year-round growing opportunity to the neighborhood, ensuring community members have access to fresh and healthy food. The greenhouse would provide fresh produce to the new Sun Valley market, Decatur Fresh, located on 10th Avenue and Decatur and to tenants in the planned restaurant incubator space. Similar to the current program provided through DHA and the Denver Botanic Gardens, the greenhouse would be provide educational opportunities to families in the community, promoting further economic opportunities.

Infrastructure improvements planned along Riverfront Road and 10th Avenue will further support healthy living, promoting walking and biking and better connecting the community to the South Platte Regional Trail and surrounding neighborhoods.

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Decatur – Federal Station Area Plan

The proposed rezoning of the property from C-RX-8 to C-MX-12 is consistent with the Decatur-Federal Station Area Plan. The *italicized text* signals an excerpt from the Plan. The language that follows is used to detail how the proposed map amendment is consistent with the goals of the Plan.

The transformation of Sun Valley Homes is an integral component of the Plan – **“Sun Valley, a 33 acre public housing site, is some of the oldest housing in DHA’s portfolio. DHA has targeted Sun Valley as “next” on their list for development of livable and high quality mixed income communities near transit.”**

A. *A Celebrated Sun Valley*

A.2.A Support a Mixture of Incomes

“Sun Valley has historically supported lower income families and should do so in a way that does not concentrate poverty and the symptoms of poverty into one isolated place. Encourage population growth, a mixture of residential options and a more seamless integration of low income, workforce and market rate residential choices.”

A.3.A Utilize Public Spaces and Gathering Places

“The Sun Valley neighborhood is lacking in high quality, successful public spaces. Successful public spaces have four key qualities 1) the space is accessible to all 2) they are programed effectively and people are engaged in activities there 3) the space is comfortable and has a positive perception, and lastly 4) it is a sociable place, meaning a place where people can meet each other and take people when they come to visit.

A.2.B Accommodate All Ages and Abilities

Continue to offer multiple convenient transportation choices, a high quality built environment and diverse neighborhood services and amenities so that people of all ages and abilities feel comfortable living and working in Sun Valley. If the built environment is accessible, usable, convenient and a pleasure to use, everyone benefits.

A.3.C Create Food Venues

“Food is a vital component of many of the different cultures in Sun Valley. Additionally, Sun Valley is a food desert, meaning it lacks access to healthy foods. This plan recommends the creation of a number of food oriented destinations including: community gardens, international food co-op, international market, food hub.”

The proposed map amendment is consistent with Recommendation A as it supports bringing additional mixed income opportunities for the senior and disabled population to further deconcentrate poverty and create a public gathering space that brings additional food services to the neighborhood. The addition of the year-round greenhouse will further support Decatur Fresh, the international market, the planned restaurant incubator, and the Grow Garden located in the park.

B. *A Connected Sun Valley*

B.1.A Connect Sun Valley with Its Surroundings

“10th Ave – As redevelopment occurs, extend and enhance 10th Avenue eastward to create a direct multimodal connection from the Villa Park neighborhood, across Federal Boulevard to the South Platte River Greenway”

The proposed map amendment is consistent with Recommendation B through the enhancement of 10th Avenue and better connecting surrounding neighborhoods to the planned riverfront park. Additional

commercial serving spaces along 10th Avenue in conjunction with the planned restaurant incubator will bring additional pedestrian activity to the neighborhood.

C. An Innovative Sun Valley

C.3.B Encourage Employment TOD

“Concentrate commercial activity serving employees along 10th Avenue with nodes at Federal, Decatur, and at the riverfront park”

The proposed map amendment is consistent with Recommendation C through the additional commercial activation along 10th Avenue and increased employment opportunities through the development of a second story of commercial space.

D. A Healthy Sun Valley

D.1.A Increase Access to Daily Needs

“Encourage new development to include commercial spaces that support neighborhood-serving businesses.”

D.1.B Incorporate Healthy and Culturally Appropriate Food as a Consistent Theme in Redevelopment and Cultural Activities

“Encourage the opening of a year-long international food market/co-op”

“Continue to support existing or new community gardens as a way to education families about healthy food and share food culture”

The proposed map amendment is consistent with Recommendation D as it brings additional commercial spaces that support the residents of the neighborhood through the development of a year-round growing space to further support the year-long international market

Decatur – Federal General Development Plan (GDP)

The proposed rezoning of the property from C-RX-8 to C-MX-12 is consistent with the Decatur-Federal General Development Plan. The *italicized text* signals an excerpt from the Plan. The language that follows is used to detail how the proposed map amendment is consistent with the goals of the Plan.

The transformation of Sun Valley Homes is an integral element of the Decatur- Federal GDP. The GDP “establishes a framework for large or phased projects” with the goal to create a “vibrant mix of uses that builds on the assets of the neighborhood – the light rail station, South Platte River Greenway, Lakewood Gulch, Sport Authority Field at Mile High and the job base that exists today. Multiple transformative projects are “critical steps to positively transform the neighborhood”. The transformative projects include the following:

- Residential Communities: Establish high quality residential communities by providing opportunities for affordable housing in a mixed-use and mixed-income neighborhood.
- Jobs and Education: Connect people with jobs and education by making transit an affordable option and forging stronger employer and community connections.

DHA’s proposed project of increasing building height from 8 stories to 12 stories, would bring an additional 70 - 80 affordable senior units to the Sun Valley Neighborhood and West Denver. This increase in density and affordable housing development aligns with the GDP’s transformative project to create high quality affordable

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housing for the senior population. In addition, the second floor of commercial space above the planned restaurant incubator would add additional employment and economic opportunities to the neighborhood.

Affordable Housing:

“The goal of the Decatur Federal Station Area is for the development of a liveable and high quality mixed-income community by encouraging population growth, a mixture of residential options and a more seamless integration of low income, workforce and market rate residential choices.”

The proposed map amendment is consistent with the GDP’s proposed improvements around affordable housing by bringing additional affordable senior units to the Sun Valley Neighborhood.

Sun Valley Infrastructure Master Plan (IMP)

The proposed rezoning of the property from C-RX-8 to C-MX-12 is consistent with the Sun Valley Infrastructure Master Plan (IMP) currently under review with the city. The IMP outlines the planned development in the Sun Valley neighborhood to ensure it aligns with the existing GDP and Station Area Plan. The IMP provides the planned parcels for the neighborhood.

The 24-acre Sun Valley Redevelopment will be a new mixed-use, mixed-income, multi-generational community in the heart of Denver’s Sun Valley neighborhood. The redevelopment plan replaces the existing suburban street layout and low-density barracks-style housing with an urban street grid in order to reconnect this historically isolated community with the surrounding neighborhoods and enable development to better utilize the newly established C-RX-8 zone district. The proposed plan increases the overall density, replacing and increasing the low-income housing, while adding new rental and for sale units (both workforce and market rate) to create a new mixed-income community of renters and homeowners. New housing will expand affordable opportunities for a range of Denver residents, including young professionals, families, and seniors aging in place and those with disabilities. Ground floor commercial will focus on community serving uses, neighborhood-serving retail services, and various economic development opportunities.

The plan realizes the vision of the City and County of Denver (“City”) for the Sun Valley Neighborhood. Vision Objectives as stated in the 2014 Decatur-Federal General Development Plan (“GDP”) and the 2013 Decatur-Federal Station Area Plan (“SAP”) include:

- *Residential Communities: Establish high quality residential communities by providing opportunities for affordable housing in a mixed-use and mixed-income neighborhood.*
- *10th Avenue: Extend and Enhance 10th Avenue to connect the neighborhoods west of Federal to the river, including a public space at 10th and Decatur, including enhanced pedestrian elements to connect the Villa Park neighborhood to the river.*
- *Decatur Street: As redevelopment occurs along the spine of Sun Valley, ensure that Decatur Street is improved to a multi-modal corridor for all modes of transportation including, detached sidewalks, on street parking, and bicycle facilities. This will require dedication of right-of-way as part of the Sun Valley Redevelopment as well as future dedication along the west side of Decatur Street from approximately 10th Avenue south to 8th Avenue to complete the desired mobility connection for cyclist.*
- *New Riverfront Park: Establish a new riverfront park along the South Platte River expanding the greenway and connecting the neighborhood to the river.*

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- *Create a Riverfront Park Drive: Provide access to the park and multi-modal circulation for the neighborhood.*
- *As redevelopment occurs, recreate a street grid and pedestrian friendly blocks on the DHA parcel and along the riverfront to help organize new development and provide better access to the proposed riverfront park.*
- *Create a walkable and bikeable neighborhood. Utilize streets as public spaces.*

The Infrastructure Master Plan (“IMP”) was initiated to refine the development vision for the Sun Valley Redevelopment by the Denver Housing Authority (“DHA” and/or “Property Owner”) and the City, to incorporate updated mobility data from the surrounding neighborhoods, and to serve as a regulatory tool to augment the GDP.

The IMP process was initiated at the request of the City to update and refine the mobility assumptions in the Decatur-Federal General Development Plan and define the infrastructure necessary for redevelopment of DHA’s Sun Valley neighborhood with the focus of the study on the project area between 9th and 11th Avenue and Decatur Street to the South Platte River.

Throughout the planning process DHA has met regularly with the Sun Valley Registered Neighborhood Organization, the Sun Valley Community Advisory Committee, the Sun Valley Site & Housing Working Group, residents of the existing Sun Valley housing development, the River Sisters Park Advisory Committee, neighborhood businesses and other stakeholders to seek input on development outcomes, modes of transportation, and open space programming.

District Heights and Uses:

The development of Sun Valley is compact development intensity will be centered around 10th Avenue as well as the future Riverfront Park area to center activity and mobility. Proposed uses by Block are consistent with the Sun Valley GDP and align with the circulation network and infrastructure plans in this Approved IMP.

The Sun Valley IMP area is divided into four “super blocks” created by the extension of 10th Avenue and Bryant Street through the site. Consistent with the existing C-RX zone district, development will be mixed-use, but primarily residential with commercial and other community-serving amenities limited to the ground floor. DHA’s Residential developments will be mixed -income with DHA replacing and adding to the existing affordable housing stock, including replacement of public housing units and a range of workforce and market rate units, with a specific focus on affordable family and senior housing options.

Block 3 - *Block 3 will be developed by DHA as two separate developments, the north end will be developed similar to Block 1, serving larger households and ranging in height from 3 to 8 stories, while the south end will be an affordable senior building ranging from 8 to 12 stories. The use is to be predominately residential, serving both families and seniors but will incorporate ground-floor retail along 10th Ave. and/or the Riverfront Road. The Primary Street Designations for Block 3 will be Bryant Street, Riverfront Road and 10th Avenue and the overall block layout will incorporate east-west pedestrian connections designed to facilitate access to Riverfront Park from Block 3 and neighborhoods to the west.*

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The proposed map amendment is consistent with the district heights and uses for Block 3 of the Sun Valley Infrastructure Master Plan. The southern end of the block calls for higher density ranging from 8 – 12 stories for affordable senior housing.

West Area Plan

The proposed rezoning of the property from C-RX-8 to C-MX-12 has been presented to the West Area Plan team to ensure it will align with future plans surrounding Denver’s West Planning Area.

The West Planning Area is made up of these six neighborhoods: Barnum, Barnum West, Sun Valley, Valverde, Villa Park and West Colfax. The area was selected to lead Phase II of the Neighborhood Planning Initiative because it has some of the oldest neighborhood plans and has experienced rapidly increasing housing costs. There are also several important city-led efforts underway in the area, including Elevate Denver pedestrian safety improvements for Federal Boulevard and West Colfax Avenue, ongoing construction of Paco Sanchez Park, the Stadium District Master Plan, Meow Wolf, and early phase construction on the Sun Valley Eco-District.

Among the six neighborhoods, Sun Valley ranked High in the Need for Plan based on the city developed indicators of planning need at a neighborhood scale. The five categories include: livability, investment, policy and regulations, economy, and community demographics.

The proposed map amendment would help further these five categories by bringing additional affordable housing to an area that has experience considerable displacement, adding additional economic opportunities by bringing an additional story of commercial activity, improving overall health outcomes with the infrastructure improvements to 10th Avenue and connections to the Riverfront Park, and combating food scarcity with the plan to bring year round growing opportunities to the neighborhood. DHA will continue to work with the West Area Plan team to ensure that the proposed map amendment will support the West Area Planning initiative.

Additional City Guidance

In addition to this application being in full conformance with Denver’s Comprehensive Plan 2040 and Blueprint Denver, we are including some references to key goals in the Denver Housing Inclusive Plan and the agreement signed between DHA and the City and County of Denver.

Housing an Inclusive Denver plan

Inclusive Plan 2018-2023. Outlined below are the plan’s core goals (page 7 of plan)

- **Goal # 1 Create Affordable Housing in vulnerable AND in areas of opportunity**
DHA’s map amendment request aligns with Core Goal # 1 in that additional affordable housing opportunities will be created in an area of opportunity allowing affordable housing options to low and moderate income families in area of growth, employment, transportation and opportunity.

- **Goal # 2 Preserve affordability and Housing Quality**
DHA’s map amendment request aligns with Core Goal # 2 in that the proposed redevelopment will offer additional affordable housing options with unit diversity, modern amenities, efficient layouts, and healthier and safer designs.

- **Goal # 3 Promote equitable and accessible Housing**
The map amendment request supports core goal # 3 in that the increased density permitted under new zoning offers additional opportunity to low income families who otherwise, due to the high cost of living in the area, would not be able to live in the neighborhood. In addition, DHA’s development will comply with fair housing and ADA standards offering accessible housing to those in need.

- **Goal # 4 Stabilize residents at risk of involuntary displacement**

The subject property in the map amendment request is in West Denver, a rapidly developing area with rising rents, increased density, and significant changes in the dynamics of the area. A 2020 report by the National Community Reinvestment Coalition on gentrification and disinvestment identified Denver as the second-most “intensely gentrifying” city in the country. Thirty three percent of Denver households are vulnerable to gentrification, including 83% of households in west Denver, and demand for existing housing has driven dramatic increases in the prices of rent and for-sale units. In west Denver, between 2009 and 2018 average rent increased from \$780 to \$2,600 per month, property taxes increased from \$730 to \$1,830, and median listing price from \$105,000 to \$360,000. Demographic indicators and community members describe community identity and cultural assets as being threatened by rising instability, change, and involuntary displacement. Through the map amendment request, DHA will increase the amount of affordable housing options in the area and stabilize residents at risk of involuntary displacement through offering quality housing.

City and County of Denver and the Housing Authority of the City and County of Denver Agreement

In August 2018, Denver City Council voted to approve an intergovernmental agreement (IGA) between the City and County of Denver and the Housing Authority of the City and County of Denver. The partnership brings more funding to accelerate building and preserving much-needed affordable housing. It also increases the land available for future affordable housing for Denver’s lowest-income residents and those experiencing homelessness. By leveraging DHA’s expertise in serving those most in need of housing, the agreement expands the city’s ability to deliver on additional areas of housing need identified in the five-year plan.

Funding made available through this IGA has prioritized the Sun Valley Redevelopment as an area of interest for developing higher density affordable housing on the property.

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Uniformity of District Regulations and Restrictions

The proposed rezoning will result in uniformity of district regulations and restrictions in accordance with Section 12.4.10.7(B) of the Zoning Code. The proposed rezoning is consistent with the existing C-RX-8 zoning and planned density increases along the South Platte to the north.

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Public Health, Safety and General Welfare

The proposed official map amendment is an implementation of Denver Comprehensive Plan 2040 and Blueprint Denver and therefore furthers the public health, safety and general welfare of the City. The proposed development will provide additional affordable housing opportunities for Denver's senior community, further improve multi-modal connections, and bring year-round growing opportunities to a neighborhood located in a food desert.

ADDITIONAL REVIEW CRITERIA – DZC Sec. 12.4.10.8

Justifying Circumstances

- A. The existing zoning of the land was the result of an error: *Not Applicable*
- B. The existing zoning of the land was based on a mistake or fact: *Not Applicable*
- C. The existing zoning of the land failed to take into account the constraints of development created by the natural characteristics over the land, including, but not limited to, steep slopes, floodplain, unstable soils and inadequate drainage: *Not Applicable*
- D. Since the date of the approval of the existing Zone District, there has been a change to such a degree that the proposed rezoning is in the public interests.
 - a. Changed or changing conditions in a particular area, or in the city generally**

The subject property in the map amendment request is in West Denver, a rapidly developing area with rising rents, increased density, and significant changes in the dynamics of the area. A 2020 report by the National Community Reinvestment Coalition on gentrification and disinvestment identified Denver as the second-most “intensely gentrifying” city in the country. Thirty three percent of Denver households are vulnerable to gentrification, including 83% of households in west Denver, and demand for existing housing has driven dramatic increases in the prices of rent and for-sale units. In west Denver, between 2009 and 2018 average rent increased from \$780 to \$2,600 per month, property taxes increased from \$730 to \$1,830, and median listing price from \$105,000 to \$360,000. Demographic indicators and community members describe community identity and cultural assets as being threatened by rising instability, change, and involuntary displacement. Through the map amendment request, DHA will increase the amount of affordable housing options in the area and stabilize residents at risk of involuntary displacement through offering quality housing. As the Sun Valley transformation plan comes to fruition, bring additional economic opportunities, housing, and food options to a transit rich neighborhood, will be crucial in ensuring residents of Denver will have long term affordable housing options to age in place.

b. A City adopted plan

Since the legislative rezone of the parcels to C-RX-8, a number of plans have been adopted, including Blueprint Denver 2019 and Comprehensive Plan 2040. Additionally, the West Area Plan and Sun Valley Infrastructure Master Plan are currently in the planning process. The IMP is currently under review with the city.

Denver Comprehensive Plan 2040
Blueprint Denver 2019
West Area Plan
Sun Valley Infrastructure Master Plan

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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.

Urban Center (C-) Neighborhood Context - DZC Article 7

The C-MX-12 Zone District is part of the Urban Center Neighborhood Context. Article 7 of the Denver Zoning Code describes the Urban Center Neighborhood context as follows:

GENERAL CHARACTER – DZC 7.1.1

The Urban Center Neighborhood Context consists of multi-unit residential and mixed-use commercial strips and commercial centers. 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.

The proposed C-MX-12 Zone District allows for, and DHA’s proposed development is consistent with, Section 7.1.1 in that it supports multi-unit residential development in a multi-story mixed use building along a local and collector streets with commercial uses along main and mixed-use streets.

STREET, BLOCK AND ACCESS PATTERNS – DZC 7.1.2

The Urban Center Neighborhood Context consists of a regular pattern of block shapes surrounded by an orthogonal street grid. Orthogonal streets provide a regular pattern of pedestrian and vehicular connections through this context and there is a consistent presence of alleys. Block sizes and shapes are consistent and include detached sidewalks, tree lawns, street and surface parking, and landscaping in the front setback

The proposed C-MX-12 Zone District, DHA’s planned IMP improvements, and new parcel configuration will support the goals of a regular pattern of block shapes that support pedestrian and vehicular connections. The blocks will include detached sidewalks, tree lawns, street and surface parking, and landscaping per the IMP.

BUILDING PLACEMENT AND LOCATION – DZC 7.1.3

All building typically have consistent orientation and shallow front setbacks with parking at the rear and/or side of the building.

The proposed C-MX-12 Zone District will allow for consistent orientation with shallow front setbacks along Riverfront Road and 10th Avenue with parking at the rear of the building.

BUILDING HEIGHT – DZC 7.1.4

The Urban Center Neighborhood Context is characterized by moderate to high building heights to promote a dense urban character. Lower scale structures are typically found in areas transitioning to a less dense urban neighborhood.

The proposed C-MX-12 Zone District will allow for moderate and high building heights to promote the dense urban character planned for Sun Valley.

MOBILITY – DZC 7.1.5

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There are high levels of pedestrian and bicycle use with the greatest access to multi-modal transportation system.

The proposed C-MX-12 Zone District will be consistent with mobility goals by creating strong pedestrian connections along 10th Avenue and Riverfront Road improving access to the South Platte Regional Trail and bus and transit lines in Sun Valley.

General Purpose and Intent of Mixed Use Districts – DZC 7.2.2

General Purpose – DZC 7.2.2

- A. The Mixed Use zone districts are intended to promote safe, active, and pedestrian-scaled, diverse areas through the use of building forms that clearly define and activate the public street edge.*
- B. The Mixed Use zone districts are intended to enhance the convenience, ease and enjoyment of transit, walking, shopping and public gathering within and around the city's neighborhoods.*
- C. The Mixed Use zone district standards are also intended to ensure new development contributes positively to established residential neighborhoods and character, and improves the transition between commercial development and adjacent residential neighborhoods.*
- D. Compared to the Main Street districts, the Mixed Use districts are focused on creating mixed, diverse neighborhoods. Where Main Street districts are applied to key corridors and retail streets within a neighborhood, the Mixed Use districts are intended for broader application at the neighborhood scale.*
- E. In the Urban Center Neighborhood Context, the Mixed Use zone districts require the same level of pedestrian enhancements as the Main Street zone districts. In the Urban Center Neighborhood Context, the primary difference between the Mixed Use zone districts and the Main Street zone districts is Main Street districts mandate storefront buildings at the street edge.*
- F. Mixed use buildings have a shallow front setback range. The build-to requirements are high.*

The proposed C-MX-12 Zone District supports the general purpose in that it will allow for safe, active, and pedestrian-scaled diverse areas that will enhance the convenience of walking and public gathering. In addition, it will positively add to the neighborhood by bringing year-round growing opportunities and quality affordable housing for the senior population. The planned pedestrian improvements on 10th Avenue and Riverfront Road will create a more seamless connection between the residential and community amenities, including the planned Riverfront Park.

Specific Intent – DZC 7.2.2.2

Mixed Use – 12 (C-MX-12)

C-MX-12 applies to areas or intersections served primarily by major arterial streets where a building scale of 3 to 12 stories is desired.

The proposed C-MX-12 Zone District is consistent with this specific intent as the site is located along key commercial and pedestrian activated intersections and is consistent with surrounding development patterns of 5 – 8 stories.

EXHIBIT B: LEGAL DESCRIPTIONS

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE RANGE POINT LOCATED AT THE INTERSECTION OF WEST 11TH AVENUE AND DECATUR STREET FROM WHENCE THE RANGE POINT AT WEST 11TH AVENUE AND BRYANT STREET BEARS NORTH 89°43'32" EAST 685.14 FEET AND ON WHICH ALL BEARINGS HEREIN ARE BASED;
THENCE SOUTH 62°17'20" EAST A DISTANCE OF 830.13 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 89°45'08" EAST A DISTANCE OF 247.00 FEET TO A POINT;
THENCE SOUTH 00°33'24" EAST A DISTANCE OF 578.53 FEET TO A POINT TWENTY-SIX FEET (26') NORTH OF THE TWENTY FOOT (20') RANGE LINE IN 9TH AVENUE;
THENCE SOUTH 89°43'30" WEST, 26 FEET NORTH OF AND PARALLEL WITH SAID RANGE LINE, A DISTANCE OF 247.00 FEET TO A POINT;
THENCE NORTH 00°33'24" WEST A DISTANCE OF 578.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 142,912 SQUARE FEET OR 3.28 ACRES, MORE OR LESS.

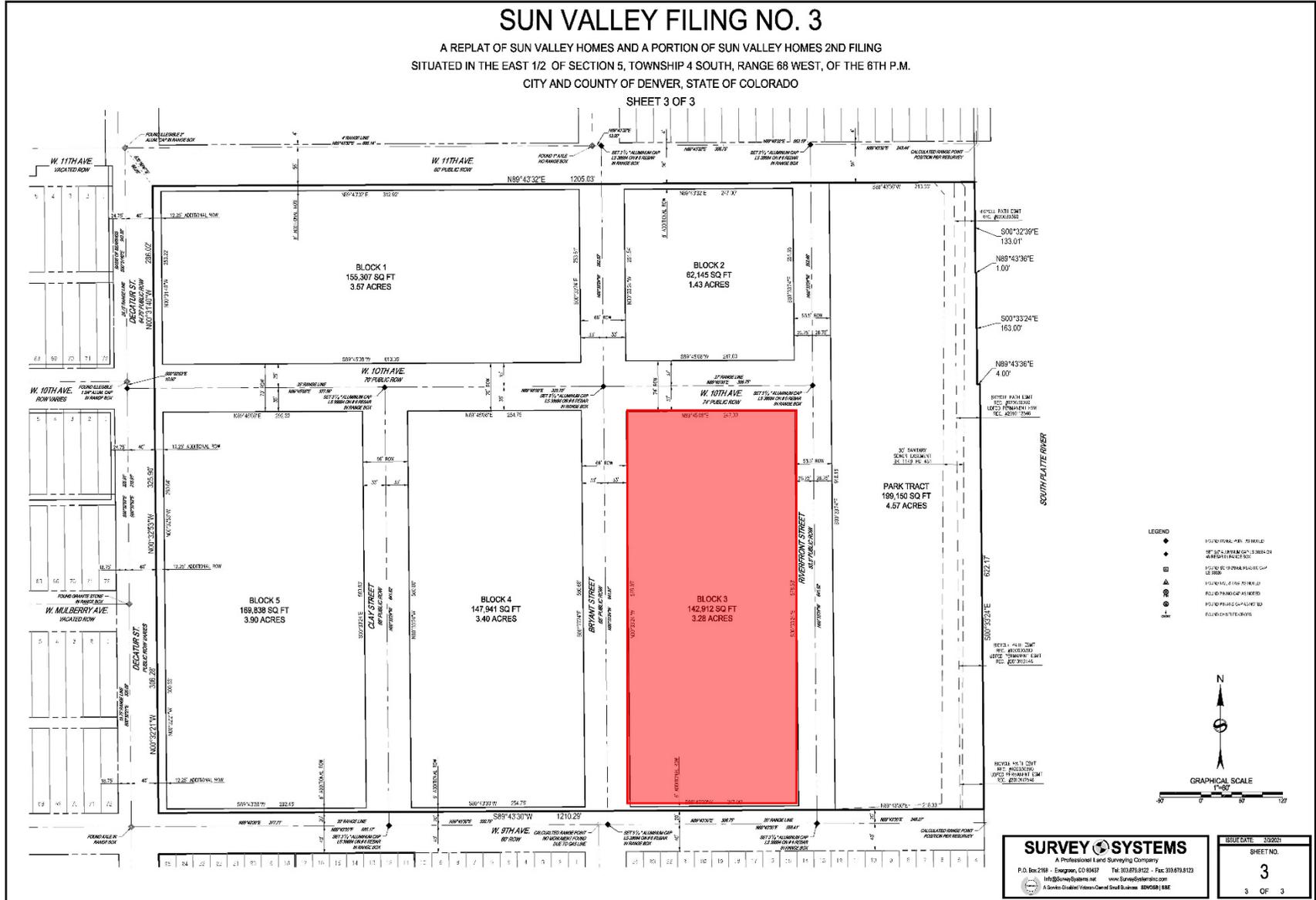
PREPARED BY: CHARLES KELLER HARTOG, PLS
PLS 38684
ON BEHALF OF: SURVEY SYSTEMS, INC.
P.O.BOX 2168
EVERGREEN, CO 80437
(303)679-8122

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SUN VALLEY FILING NO. 3

A REPLAT OF SUN VALLEY HOMES AND A PORTION OF SUN VALLEY HOMES 2ND FILING
 SITUATED IN THE EAST 1/2 OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 68 WEST, OF THE 6TH P.M.
 CITY AND COUNTY OF DENVER, STATE OF COLORADO
 SHEET 3 OF 3



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EXHIBIT C: PROOF OF OWNERSHIP

See proof of ownership on the following pages.

DHA has preliminary title commitments for the block and can provide as additional proof of ownership.

Parcel #1 - 930 N Bryant St. proof of ownership is based off of Denver Assessor's Records

The screenshot shows the Denver Property Taxation and Assessment System interface. The search results table is as follows:

Owner	Schedule Number	Legal Description	Property Type	Tax District
HOUSING AUTHORITY OF THE CITY & COUNTY OF DENVER PO BOX 40305 DENVER, CO 80204-0305	05054-00-020-000	SUN VALLEY HOMES 2ND FLG LYG N OF W 9TH AV E OF BRYANT ST WOF E LI L45 & SD LI EXT D N B5 SOUTH FAIRVIEW & S OF N LI OFVAC ALY IN SD B5 SOUTH FAIRVIEW	RESIDENTIAL-APARTMENT	DENVER

Parcel #2 – 2449 W 9th Ave proof of ownership is based off of Denver Assessor's Records

The screenshot shows the Denver Property Taxation and Assessment System interface. The search results table is as follows:

Owner	Schedule Number	Legal Description	Property Type	Tax District
HOUSING AUTHORITY OF THE CITY & COUNTY OF DENVER PO BOX 40305 DENVER, CO 80204-0305	05054-00-013-000	PART OF SUN VALLEY HOMES HSG PRJT DAF BEG INTERS W 11TH AVE & W BDRY LI T C STRIP ADJ S P RIVER TH S TO N LI ALLEY IN B5 S FAIRVIEW TH W TO	RESIDENTIAL-APARTMENT	DENVER

Parcel #3 – 991 N Alcott Way proof of ownership is based off of Denver Assessor's Records

The screenshot shows the Denver Property Taxation and Assessment System interface. The search results table is as follows:

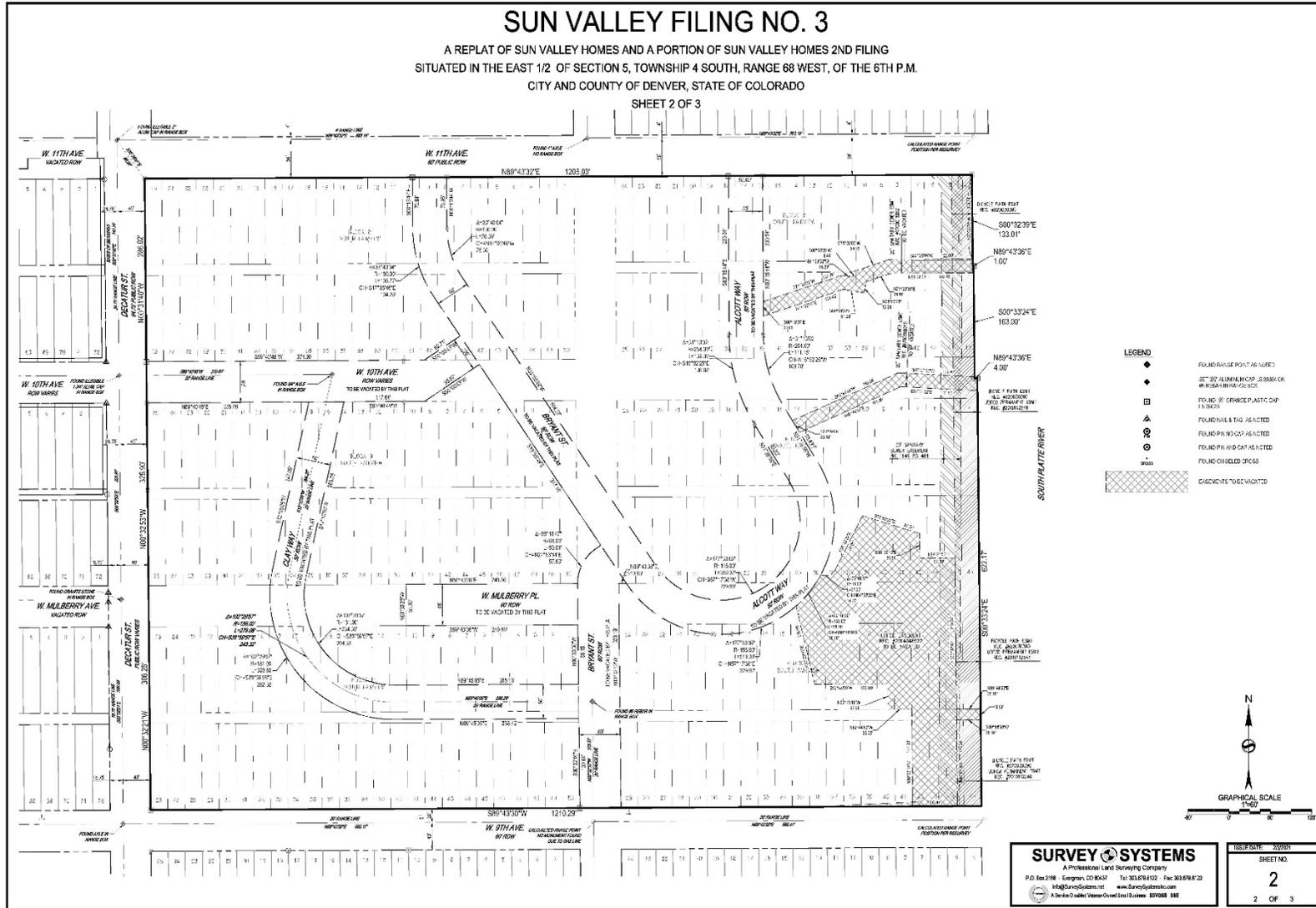
Owner	Schedule Number	Legal Description	Property Type	Tax District
HOUSING AUTHORITY OF THE CITY & COUNTY OF DENVER PO BOX 40305 DENVER, CO 80204-0305	05054-00-014-000	THAT PT 5 4 68W PLATTED AS PART OF SUN VALLEY HOMES HSG PRJTDAF BEG INTERS S LI W 11TH AVE & ELY LI BRYANT ST TH ALGSELY LI SD ST TO NLY LI	RESIDENTIAL-MULTI UNIT APTS	DENVER

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Parcel #4 – Right of Way

Existing ROW parcels.

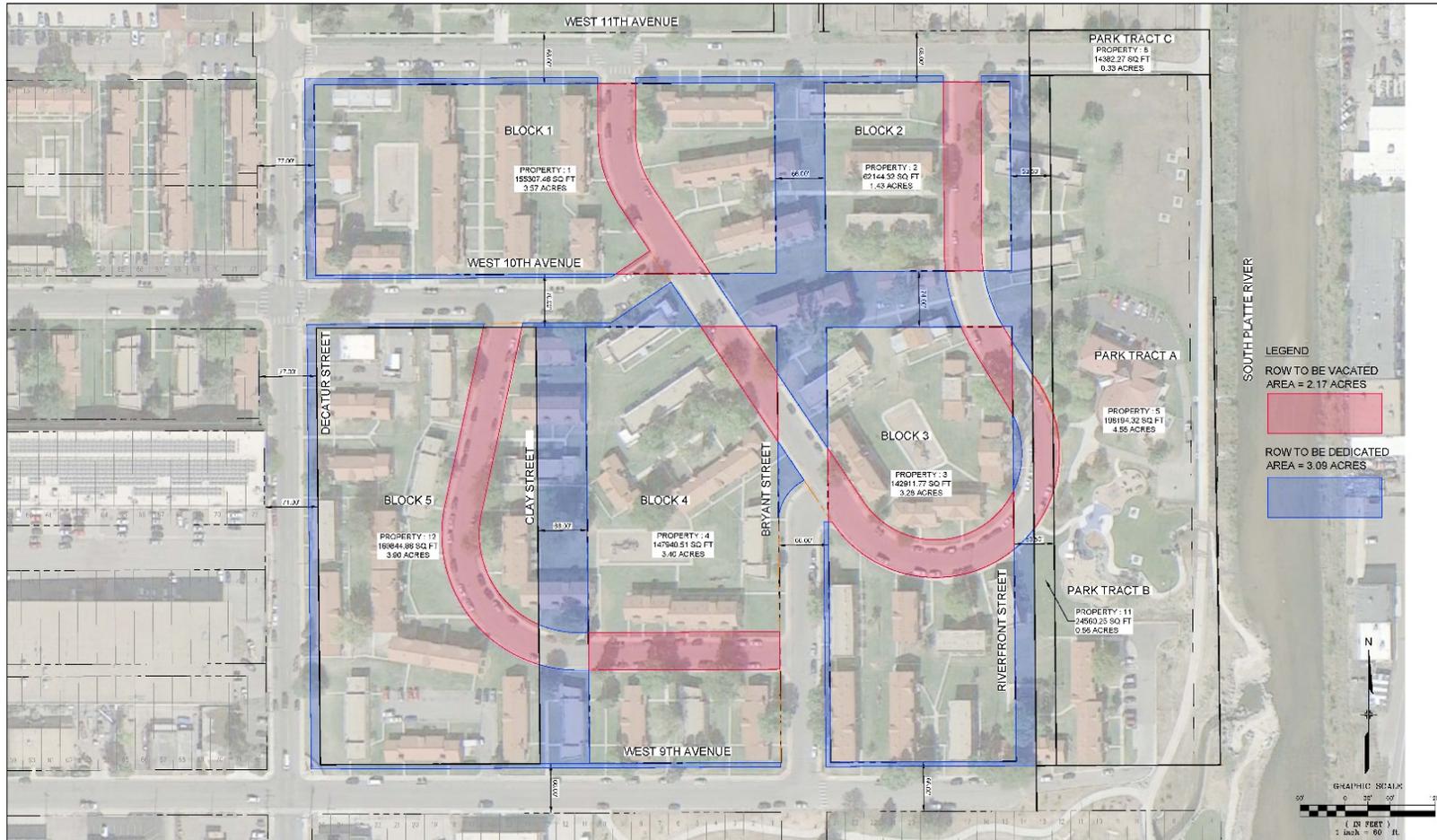


<p>SURVEY SYSTEMS A Professional Land Surveying Company P.O. Box 2788 • Englewood, CO 80155 • Tel: 303.681.6122 • Fax: 303.678.9129 info@surveysystems.net • www.surveysystems.com A Service Company • Member of the Surveyors' Guild • License: 010088 18E</p>	<p>ISSUE DATE: 2/20/21 SHEET NO. 2 2 OF 3</p>
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Preliminary plat map showing right of way to be vacated and deeded to DHA and planned right of way to be dedicated to City of Denver.



PARCEL AREAS WITH ROW DEDICATIONS AND VACATIONS

SUN VALLEY REDEVELOPMENT

JANUARY 14, 2021



FIGURE No. 1

The Housing Authority of the City and County of Denver
Map Amendment: 930 N Bryant St./2449 W 10th Ave/911 N Alcott Way
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EXHIBIT D: OWNER AUTHORIZATION DOCUMENTS



2/3/2021

Community and Planning Development
The City and County of Denver

RE:

Zoning Map Amendment (Rezoning) Authorizing Documentation – 930 N Bryant Street, 2449 W 10th Avenue and 991 N Alcott Way

This letter serves as an authorization document designating and authorizing Ryan Tobin (Chief Investment Officer of the Housing Authority of the City and County of Denver) and Annie Hancock (Development Program Manager for the Housing Authority of the City and County of Denver) to act on behalf of the Housing Authority of the City and County of Denver (DHA) to submit a zone map amendment for a DHA property located at 930 N Bryant St. Denver, CO 80204.

Respectfully,

David Nisivoccia

David Nisivoccia (Feb 10, 2021 12:36 MST)

David Nisivoccia
Executive Director
The Housing Authority of the City and County of Denver

The Housing Authority of the City and County of Denver
Map Amendment: 930 N Bryant St./2449 W 10th Ave/911 N Alcott Way
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EXHIBIT E: ASSESSOR’S PARCEL NUMBERS

Parcel #1 - 930 N Bryant St. – 05054-00-020-000

Parcel #2 – 2449 W 9th Ave – 05054-00-013-000

Parcel #3 – 991 N Alcott Way - 05054-00-014-000

Parcel #4 - ROW

EXHIBIT F: DHA Community & Stakeholder Outreach Program

DHA has been actively involved in the Sun Valley neighborhood since beginning the transformation plan. In addition to participating regularly at the Sun Valley Community Coalition (SVCC) RNO meetings, DHA has worked with the Sun Valley Community Advisory Committee (CAC) to ensure that the redevelopment of Sun Valley is a community driven process. DHA met with the SVCC, CAC, The City and Count of Denver’s Community Planning and Development Department, Housing and Stability, District 3 Councilwoman Jamie Torres, District 1 Councilwoman Amanda Sandoval, At Large Councilwoman Debbie Ortega, and At Large Councilwoman Robin Kniech.

Through the outreach, DHA gathered feedback from stakeholders to better understand what can be supported in the neighborhood.

DATE	DESCRIPTION	CONTACTS	AGENDA
8/24/2020	Meeting City Council District 3	CM Torres & Staff	Preliminary discussions about DHA plans and rezoning
9/9/2020	Sun Valley CAC Site and Housing Working Group	CAC Members	Preliminary discussions about DHA plans and rezoning
9/23/2020	Sun Valley CAC	CAC Members	Preliminary discussions about DHA plans and rezoning
10/12/2020	Rezoning Pre Application Meeting	CDP Valerie DeHerra	Reviewed CPD's take on site and rezoning
10/14/2020	DHA Block 3 Concept Meeting	CPD Development – Leah Dawson	Reviewed Block 3 Concept Plan
11/10/2021	SVCC Meeting	SVCC Members	Preliminary discussions about DHA plans and rezoning
12/1/2020	SVCC Meeting	SVCC Members	Presented rezone - SVCC vote on rezone
12/4/2020	Meeting with CPD	CPD James Van Hooser	Review rezoning opportunity and application timing
12/7/2020	Meeting City Council District 3	CM Torres & Staff	Presented rezone
12/22/2020	Meeting CCD 3, CCD 1, At Large	CM Torres, CM Sandoval, CM Ortega	Presented rezone
12/22/2020	Meeting CCD 3, At Large	CM Torres, CM Kniech	Presented rezone
1/4/2021	SVCC Meeting	SVCC Members	Reviewed rezone
1/27/2021	HOST	HOST Staff	Presented rezone and D3 housing
1/28/2021	Meeting with CPD	CPD James Van Hooser	Review rezoning and preliminary plat maps

Exhibit G – Land Use Restriction

The subject property is currently restricted to the use of affordable housing and the proposed development will have similar restrictions as outlined below:

Current Land Use Restrictions:

The property is currently restricted from using the property for anything other than affordable housing through a U.S. Department of Housing and Urban Development (HUD) Declaration of Trust (DOT) which is recorded against the property.

Proposed Land Use Restrictions:

The proposed development will be restricted to the use of affordable housing through a 40 year land use restriction agreement (LURA) with the Colorado Housing and Finance Authority (CHFA) and a HUD Declaration of Restrictive Covenant (DORC). Both the LURA and DORC will be recorded against the property.

SUN VALLEY COMMUNITY COALITION

January 30, 2021

Mr. David Nisvoccia, Executive Director
Denver Housing Authority
1035 Osage Street, 11th Floor
Denver, CO 80204

SUBJECT: LETTER OF SUPPORT DENVER HOUSING AUTHORITY REZONING APPLICATION SUN VALLEY REDEVELOPMENT CHOICE NEIGHBORHOOD IMPLEMENTATION GRANT FOR BLOCK THREE FROM C-RX-8 TO C-MX-12

Dear Mr. Nisvoccia,

On behalf of the Sun Valley Community Coalition (SVCC), the recognized registered neighborhood organization for the Sun Valley neighborhood, this letter is written in support of the Housing Authority of the City and County of Denver (DHA)'s intention to submit an application to rezone Block 3 of the Sun Valley Transformation Plan.

The rezoning application will further support the future development and increase affordable housing and community serving commercial opportunities in the Sun Valley neighborhood. Block 3 is currently zoned as C-RX-8, which allows a maximum of eight (8) stories in height and limits all non-residential spaces to the first floor. DHA is proposing to rezone Block 3 to C-MX-12, which permits residential and mixed-use development up to 12 stories in height (Exhibit 1).

DHA has worked with SVCC through the established DHA Sun Valley Community Advisory Committee (CAC) and monthly SVCC presentation for input in developing Design Standards and Guidelines (DSG) for the Sun Valley Transformation Plan. The DSG is intended to provide conscious and deliberate design direction with the goal of creating a sustainable, enlivening, healthy and thriving district for all DHA and private development that will occur in the neighborhood. The DSG will include a Design Review Committee (DRC) that will consist of DHA Development staff, Sun Valley community members, and architectural and urban design professionals. As DHA finalizes the DSG, DHA will continue to bring drafts of the DSG to the Sun Valley Community Coalition (SVCC) and Sun Valley Community Advisory Committee (CAC) for input prior to implementation.

DHA has committed to working with the SVCC to ensure a community driven redevelopment process. DHA has agreed to the following conditions outlined by the SVCC to ensure community support for the

rezoning effort. The conditions are:

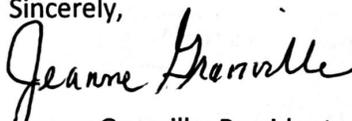
1. The height density of DHA buildings will be implemented as depicted in the conceptual site plan in Exhibit 2. This exhibit was presented to the SVCC on December 1, 2020;
2. Development plans of private developers purchasing any parcels contained within Block 3 are subject to approval by a Design Review Committee (DRC);
3. At least one member of the Sun Valley neighborhood is at all times an active member of the DRC;
4. The community representative, as a condition of serving on the DRC, must be at the time of appointment or immediately following appointment, an active member of the Sun Valley RNO and regularly attend monthly meetings;
5. DRC reviews will be conducted with at least one Sun Valley community representative present;
6. DHA will continue to seek program funding/partnerships to implement the programmatic vision depicted in the concept design plans

In closing, on December 1, 2020 at its virtual regular monthly meeting, those SVCC members in attendance voted to support with the above outlined conditions and a subsequent letter of agreement (please see attached) the DHA submission of an application to rezone Block 3 of the Sun Valley redevelopment.. The SVCC Executive Committee and SVCC membership appreciate the ongoing DHA community engagement process with the SVCC, established CAC, DHA residents and community stakeholders to bring the Sun Valley Transformation Plan to fruition.

After the SVCC receives notification and the application from Community Planning and Development, it will review the rezoning application in preparation for taking a final vote on it and submitting our Neighborhood Position Statement to the Denver Planning Board. Prior to the Planning Board public hearing, DHA is welcome to address any changes at the SVCC monthly meeting held at 6:15 pm on the first Tuesday of the month. A representative(s) will attend the public hearing and publicly state our Neighborhood Position.

We strongly support the submission of the rezoning application for Block 3 from C-RX-8 to C-MX-12. Please feel free to contact me via email at jeanne@freshstartdenver.org or by phone at 303-886-3077. Thank you in advance.

Sincerely,



Jeanne Granville, President
Sun Valley Community Coalition (SVCC)
Denver Registered Neighborhood Organization

cc: Ryan Tobin, DHA Real Estate



04/08/2021 02:59 PM
City & County of Denver

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Page: 1 of 2

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THIS DOCUMENT MAY AFFECT YOUR LEGAL RIGHTS. LEGAL ADVICE SHOULD BE OBTAINED IN THE DRAFTING OF ANY LEGAL DOCUMENT.

STATEMENT OF AUTHORITY
(§38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity¹ named _____
Housing Authority of the City and County of Denver
2. The type of entity is a:

<input type="checkbox"/> corporation	<input type="checkbox"/> registered limited liability partnership
<input type="checkbox"/> nonprofit corporation	<input type="checkbox"/> registered limited liability limited partnership
<input type="checkbox"/> limited liability company	<input type="checkbox"/> limited partnership association
<input type="checkbox"/> general partnership	<input checked="" type="checkbox"/> government or governmental subdivision or agency
<input type="checkbox"/> limited partnership	<input type="checkbox"/> trust
<input type="checkbox"/>	
3. The entity is formed under the laws of Colorado
4. The mailing address for the entity is 1035 Osage Street., Denver, CO 80204
5. The name position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is David Nisivoccia, Executive Director
6. The authority of the foregoing person(s) to bind the entity: is² not limited is limited as follows:
7. Other matters concerning the manner in which the entity deals with interests in real property: _____
N/A
8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.³
9. The Statement of Authority amends and supercedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this 11 day of February, 2021

David Nisivoccia

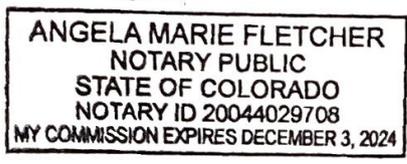
¹ This form should not be used unless the entity is capable of holding title to real property.
² The absence of any limitation shall be prima facie evidence that no such limitation exists.
³ The statement of authority must be recorded to obtain the benefits of the statute.

State of Colorado)
County of Denver) SS

The foregoing Statement of Authority was acknowledged before me this 11th day of February, 2021 by David Nisivocchia

Witness my hand and official seal.
My commission expires:

Angela Marie Fletcher
Notary Public



WHEN RECORDED RETURN TO:

DECLARATION OF TRUST

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

WHEREAS, the HOUSING AUTHORITY OF THE CITY AND COUNTY OF DENVER, COLORADO (herein called the "Public Housing Agency" or "PHA"), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the State of Colorado, and the United States of America, Secretary of Housing and Urban Development (herein called "HUD"), pursuant to the United States Housing Act of 1937 (42 U.S.C. § 1437, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. § 624) entered into a certain contract with effective date as of January 16, 1969 (herein called the "Annual Contributions Contract"), providing for a loan or grant to be made by HUD to assist the PHA in financing (a) lower income housing project(s); and

WHEREAS, as of the date of the execution of this Declaration of Trust the Annual Contributions Contract covers certain lower income housing in the City and County of Denver, State of Colorado, which lower income housing is or will be known as Project Number CO 1-3 with approximately 77 dwelling units, Project Number CO 1-4 with approximately 76 dwelling units, Project Number CO 1-8 with approximately 200 dwelling units, Project Number CO 1-9 with approximately 338 dwelling units, Project Number CO 1-10 with approximately 220 dwelling units, Project Number CO 1-11 with approximately 260 dwelling units, Project Number CO 1-12 with approximately 172 dwelling units, Project Number CO 1-13 with approximately 242 dwelling units, Project Number CO 1-22 with approximately 100 dwelling units, Project Number CO 1-29 with approximately 200 dwelling units and Project Number CO 1-32 with approximately 80 dwelling units; and

WHEREAS, Project Number CO 1-12 has been modernized with loan or grant funds provided pursuant to Modernization Project Number CO 06P-001-914; and

WHEREAS, Project Numbers CO 1-3, CO 1-4, CO 1-9, CO 1-11, CO 1-22 and CO 1-32 have been modernized with loan or grant funds provided pursuant to Modernization Project Number CO 06P-001-915; and

WHEREAS, Project Numbers CO 1-4, CO 1-8, CO 1-10, CO 1-11 and CO 1-29 have been modernized with loan or grant funds provided pursuant to Modernization Project Number CO 06P-001-916; and

WHEREAS, Project Number CO 1-13 has been modernized with loan or grant funds provided pursuant to Modernization Project Number CO 06P-001-917; and

WHEREAS, each Project and acquisition of the site or sites thereof has or will have been financed with loan or grant assistance provided by HUD.

NOW THEREFORE, to assure HUD of the performance by the PHA of the covenants contained in the Annual Contributions Contract, the PHA does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of HUD, for the purposes hereinafter stated, the following described real property situated in the City and County of Denver, State of Colorado, TO WIT:

CO 1-3

See attached Exhibit A

CO 1-4

See attached Exhibit B

CO 1-8

See attached Exhibit C

CO 1-9

See attached Exhibit D

CO 1-10

See attached Exhibit E

CO 1-11

See attached Exhibit F

CO 1-12

See attached Exhibit G

CO 1-13

See attached Exhibit H

CO 1-22

See attached Exhibit I

CO 1-29

See attached Exhibit J

CO 1-32

See attached Exhibit K

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

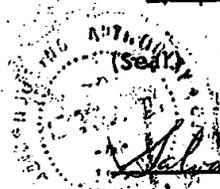
The PHA hereby declares and acknowledges that during the existence of the trust hereby created, HUD has been granted and is possessed of an interest in the above described Project property, TO WIT:

The right to require the PHA to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Annual Contributions Contract, or any interest in any of the same except that the PHA may (1), to the extent and in the manner provided in the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public rights-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (d) enter into and perform contracts for the sale of dwelling units to members of tenant families, as authorized by the United States Housing Act of 1937, 42 U.S.C. § 1437, et seq., or (2), with the approval of HUD, release any Project from the trust hereby created; Provided, That nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of any Project to HUD pursuant to the Annual Contributions Contract.

The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the PHA of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public rights-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying a dwelling unit, or an interest herein, to a member of a tenant family, or (4) upon any instrument of release made by the PHA of any Project shall be effective to release such property from the trust hereby created.

Upon expiration of the period during which the PHA is obligated to operate the Project(s) in accordance with the Annual Contributions Contract, the trust hereby created shall terminate and no longer be effective.

IN WITNESS WHEREOF, the PHA by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this 29th day of May, 1974.



Salvador Carpio Jr.
Secretary

PHA: THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF DENVER, COLORADO

BY: James W. Peters Jr.
Chairman

Nancy J. Guereca
NANCY J. GUERCA
Notary Public
State of Colorado
My Appointment Expires APR 11 1997

Form HUD-52190-A (12/87)
as modified by Region VIII

EXHIBIT A

Project Number CO 1-3

Lots numbered One (1) to Thirty-two (32), both inclusive, of Block numbered Sixty-two (62) of Case and Ebert's Addition to the City of Denver, also described more particularly as follows, to-wit: Part of the NW1/4 of the SW1/4 of Section 26, Township 3 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows, to-wit: Commencing at the point of intersection of the Southeasterly line of Champa Street with the Southwesterly line of 31st Street, from which point the Northwest corner of the SE1/4 of the NW1/4 of the SW1/4 of said Section 26 bears South 0° 05' West a distance of 73.8 feet, more or less; from said point of beginning thence South 45° 04' 20" East along said Southwesterly line of 31st Street a distance of 266.36 feet to a point on the Northwesterly line of Stout Street; thence South 44° 55' 40" West along said Northwesterly line of Stout Street a distance of 400.0 feet to a point on the Northeasterly line of 30th Street; thence North 45° 04' 20" West along said Northeasterly line of 30th Street a distance of 266.36 feet to a point on the Southeasterly line Champa Street; thence North 44° 55' 40" East along said Southeasterly line of Champa Street a distance of 400.0 feet to the point of beginning; excepting therefrom the following described parcel of land for public alley: Commencing at the point of intersection of the Southeasterly line of Champa Street with the Southwesterly line of 31st Street from which point the Northwest corner of the SE 1/4 of the NW 1/4 of the SW 1/4 of said Section 26 bears South 0° 05' West a distance of 73.8 feet, more or less; from said point of beginning thence South 45° 04' 20" East along said Southwesterly line of 31st Street a distance of 125.18 feet to a point on the Northwesterly line of said alley, which is the true point of beginning, from said true point of beginning thence South 44° 55' 40" West along said Northwesterly line of alley a distance of 400.0 feet to a point on the Northeasterly line of 30th Street; thence South 45° 04' 20" East along said Northeasterly line of 30th Street a distance of 16.0 feet to a point on the Southeasterly line of alley; thence North 44° 55' 40" East along said Southeasterly line of alley a distance of 400 feet to a point on the Southwesterly line of 31st Street; thence North 45° 04' 20" West along said Southwesterly line of 31st Street a distance of 16.0 feet to the point of beginning; City and County of Denver, State of Colorado.

EXHIBIT B

Project Number CO 1-4

Lots numbered One (1) to Sixteen (16), both inclusive, of Block Eighty-five (85), Curtis and Clarke's Addition to Denver, and Lots numbered Seventeen (17) to Thirty-two (32), both inclusive, of Block Eighty-five (85), George W. Brown's Addition to Denver, including the vacated alley in said Blocks, and the vacated 25th Street lying between Arapahoe Street and Lawrence Street, also described as: Part of the SW 1/4 of the SE 1/4 of Section 27, Township 3 South, Range 68 West of the Sixth Principal Meridian, being more particularly described as follows, to-wit: Commencing at the point of intersection of the Southwesterly line of 25th Street with the Southeasterly line of Lawrence Street, from which point the Northeast corner of the SW 1/4 of the SE 1/4 of said Section 27 bears South 52° 24' East a distance of 132.0 feet, more or less; thence North 44° 55' 40" East along said Southeasterly line of Lawrence Street a distance of 480.96 feet to a point on the Southwesterly line of 26th Street; thence South 45° 04' 20" East along said Southwesterly line of 26th Street a distance of 266.75 feet to a point on the Northwesterly line of Arapahoe Street; thence South 44° 55' 40" West along said Northwesterly line of Arapahoe Street a distance of 460.96 feet; thence South 45° 04' 20" East a distance of 0.25 feet; thence South 44° 55' 40" West a distance of 20.0 feet to a point on the Southwesterly line of 25th Street; thence North 45° 04' 20" West along said Southwesterly line of 25th Street a distance of 267.0 feet to the point of beginning, City and County of Denver, State of Colorado.

EXHIBIT C

Project Number CO 1-8

That resubdivided part of South Fairview, consisting of parts of Blocks Three (3), Four (4), and Five (5), and all of Block Eight (8), and part of Block Nine (9), and the vacated streets adjoining the same, and the vacated alleys included therein, more particularly described as follows, to-wit: Beginning at the Northwest corner of said Block 8; thence East along the North line of said Block 8 and 3 a distance of 1,205 feet, more or less, to a point 5 feet West of the Northeast corner of Lot 4, said Block 3; thence South parallel with and 5 feet West of the East line of said Lot 4, said Block 3 a distance of 133 feet; thence East 1.0 foot; thence South parallel with and 4 feet West of the East line of Lot 45, said Block 3 a distance of 163 feet; thence East 4 feet; thence South along the East lines of Lots 4 and 45, said Block 4 and Lot 4, said Block 5 a distance of 481 feet, more or less, to the Southeast corner of said Lot 4, said Block 5; thence West along the South line of Lots 4 to 24, both inclusive, said Block 5, a distance of 525 feet, more or less, to the Southwest corner of said Lot 24; thence North along the West line of said Lot 24 a distance of 185 feet, more or less, to the Southwest corner of Lot 25, said Block 4; thence West along the South line of said Block 9 a distance of 310 feet, more or less, to the Southwest corner of Lot 41, said Block 9; thence North along the West lines of Lot 41 and 10, said Block 9 a distance of 326 feet, more or less, to the Southwest corner of Lot 41, said Block 8; thence West along the South line of said Block 8 a distance of 375 feet, more or less, to the Southwest corner of said Block 8; thence North along the West line of said Block 8 a distance of 266 feet, more or less, to point of beginning.

EXHIBIT D

Project Number CO 1-9

Lots One (1) to Sixteen (16), both inclusive, Block Forty-one (41), Case and Ebert's Addition, more particularly described as follows, to-wit: Beginning at the North corner of said Block 41, thence South 45° 02' West along the Southerly line of Lawrence Street a distance of 400.0 feet to the West corner of said Block 41; thence South 44° 58' East along Easterly line of 32nd Street a distance of 124.85 feet to a point on the Northerly line of existing alley; thence North 45° 02' East along Northerly line of alley a distance of 400.0 feet to a point on the Westerly line of 33rd Street; thence North 44° 58' West along the Westerly line of 33rd Street a distance of 124.85 feet to the point of beginning.

Lots Seventeen to Thirty-two (17 to 32), both inclusive, Block Forty-one (41), Case and Ebert's Addition, more particularly described as follows, to-wit: Beginning at the East corner of Block 41; thence North 44° 58' West along the Westerly line of 33rd Street a distance of 124.85 feet to a point on the Southerly line of existing alley; thence South 45° 02' West along Southerly line of alley a distance of 400.0 feet to a point on Easterly line of 32nd Street; thence South 44° 58' East along Easterly line of 32nd Street a distance of 124.85 feet to a point on the Northerly line of Arapahoe Street; thence North 45° 02' East along the Northerly line of Arapahoe Street a distance of 400.0 feet to the point of beginning.

Lots One (1) to Sixteen (16), both inclusive, Block Forty-two (42), Case and Ebert's Addition, more particularly described as follows, to-wit: Beginning at the North corner of said Block 42, thence South 45° 02' West along the Southerly line of Lawrence Street a distance of 399.50 feet to the West corner of said Block 42; thence South 44° 58' East along Easterly line of 31st Street a distance of 124.85 feet to a point on the Northerly line of existing alley; thence North 45° 02' East along Northerly line of alley a distance of 399.5 feet to a point on the Westerly line of 32nd Street; thence North 44° 58' West along the Westerly line of 32nd Street a distance of 124.85 feet to the point of beginning.

Lots Seventeen to Thirty-two (17 to 32), both inclusive, Block Forty-two (42), Case and Ebert's Addition, more particularly described as follows, to-wit: Beginning at the East corner of Block 42, Case and Ebert's Addition; thence North 44° 58' West along the Westerly line of 32nd Street a distance of 124.85 feet to a point on the Southerly line of existing alley; thence South 45° 02' West along Southerly line of alley a distance of 399.5 feet to a point on Easterly line of 31st Street; thence South 44° 58' East along Easterly line of 31st Street a distance of 124.85 feet to a point on the Northerly line of Arapahoe Street; thence North 45° 02' East along the Northerly line of Arapahoe Street a distance of 399.5 feet to the point of beginning.

(Project Number CO 1-9 cont.)

Lots One (1) to Sixteen (16), both inclusive, Block Forty-four (44), Case and Ebert's Addition, more particularly described as follows, to-wit: Beginning at the North corner of said Block 44, thence South $45^{\circ} 02'$ West along the Northerly line of Lawrence Street a distance of 400.42 feet to the West corner of said Block 44; thence South $44^{\circ} 58'$ East along Easterly line of 29th Street a distance of 125.25 feet to a point on the Northerly line of existing alley; thence North $45^{\circ} 02'$ East along Northerly line of alley a distance of 400.42 feet to a point on the Westerly line of 30th Street; thence North $44^{\circ} 58'$ West along the Westerly line of 30th Street a distance of 125.25 feet to the point of beginning.

Lots Seventeen (17) to Thirty-two (32), both inclusive, Block Forty-four (44), Case and Ebert's Addition, more particularly described as follows, to-wit: Beginning at the East corner of said Block 44, thence North $44^{\circ} 58'$ West along the Westerly line of 30th Street a distance of 125.25 feet to a point on the Southerly line of existing alley; thence South $45^{\circ} 02'$ West along the Southerly line of alley a distance of 400.42 feet to a point on the Easterly line of 29th Street a distance of 125.25 feet to a point on the Northerly line of Arapahoe Street; thence North $45^{\circ} 02'$ East along the Northerly line of Arapahoe Street a distance of 400.42 feet to the point of beginning.

Lots One (1), Two (2), Three (3), Four (4), Block Forty-five (45), Case and Ebert's Addition, more particularly described as follows, to-wit: Beginning at the North corner of said Block 45, thence South $45^{\circ} 02'$ West along the Southerly line of Lawrence Street a distance of 100.236 feet; thence South $44^{\circ} 58'$ East along the line dividing Lots numbered Four (4) and Five (5) in said Block 45 a distance of 125.0 feet to a point on the Northerly line of existing alley; thence North $45^{\circ} 02'$ East along the Northerly line of alley a distance of 100.236 feet to a point on the Westerly line of 29th Street; thence North $44^{\circ} 58'$ West along the Westerly line of 29th Street a distance of 125 feet to the point of beginning.

Lots Seventeen (17) to Thirty-two (32), both inclusive, Block Forty-five (45), Case and Ebert's Addition, more particularly described as follows, to-wit: Beginning at the East corner of said Block 45, thence North $44^{\circ} 58'$ West along the Westerly line of 29th Street a distance of 125.0 feet to a point on the Southerly line of existing alley; thence South $45^{\circ} 02'$ West along the Southerly line of alley a distance of 400.95 feet to a point on the Easterly line of 28th Street; thence South $44^{\circ} 58'$ East along the Easterly line of 28th Street a distance of 125.0 feet to a point on the Northerly line of Arapahoe Street; thence North $45^{\circ} 02'$ East along the Northerly line of Arapahoe Street a distance of 400.95 feet to the point of beginning.

(Project Number CO 1-9 cont.)

Lots Seven (7) to Sixteen (16), both inclusive, Block Forty-six (46), Case and Ebert's Addition, more particularly described as follows, to-wit: Beginning at the West corner of said Block 46; thence South $44^{\circ} 58'$ East along the Easterly line of 27th Street a distance of 125.25 feet to a point on the Northerly line of existing alley; thence North $45^{\circ} 02'$ East along Northerly line of alley a distance of 250.47 feet; thence North $44^{\circ} 58'$ West along the line between Lots Six (6) and Seven (7) in said Block 46 a distance of 125.25 feet to a point on the Southerly line of Lawrence Street; thence South $45^{\circ} 02'$ West along the Southerly line of Lawrence Street a distance of 250.47 feet to the point of beginning.

Lots Seventeen (17) to Thirty (30), both inclusive, Block Forty-six (46), Case and Ebert's Addition, and Lots Seventeen (17) and Eighteen (18), Block Forty-six (46), Story and Appleton Addition, more particularly described as follows, to-wit: Beginning at the intersection of the Southerly alley line in said Block 46 with the Easterly line of 27th Street; thence South $44^{\circ} 58'$ East along said Easterly line of 27th Street a distance of 125.25 feet to a point on the Northerly line of Arapahoe Street; thence North $45^{\circ} 02'$ East along the Northerly line of Arapahoe Street a distance of 350.658 feet; thence North $44^{\circ} 58'$ West along the line between Lots Thirty (30) and Thirty one (31) in said Block 46 a distance of 125.25 feet to a point on the Southerly line of said alley; thence South $45^{\circ} 02'$ along the Southerly line of alley a distance of 350.658 feet to the point of beginning.

EXHIBIT E

Project Number CQ 1-10

Lots One (1) to Twenty (20), both inclusive, Block Twenty-four (24), Hunt's Addition, more particularly described as follows, to-wit: Beginning at the Northwest corner of said Block 24; thence South along the east line of Navajo Street a distance of 499.5 feet to a point on the North line of West 10th Avenue; thence North 89° 59' East along the North line of West 10th Avenue a distance of 125.0 feet to a point on the West line of alley; thence North along the west line of alley a distance of 499.5 feet to a point on the South line of West 11th Avenue; thence South 89° 59' West along the South line of West 11th Avenue a distance of 125.0 feet to the point of beginning.

Lots Twenty-one (21) to Forty (40), both inclusive, Block Twenty-four (24), Hunt's Addition, more particularly described as follows, to-wit: Beginning at the Northeast corner of said Block 24; thence South 89° 59' West along the South line of West 11th Avenue a distance 125.0 feet to the East line of alley; thence South along the East line of alley a distance of 499.5 feet to a point on the North line of West 10th Avenue; thence North 89° 58' East along the North line of West 10th Avenue a distance of 125.0 feet to a point of the West line of Mariposa Street; thence North along the West line of Mariposa Street a distance of 499.5 feet to the point of beginning.

Lots One (1) to Fifteen (15), both inclusive, Block Twenty-four (24), Hunt's Addition, more particularly described as follows, to-wit: Beginning at the Northwest corner of said Block 25; thence South along the East line of Osage Street a distance of 374.85 feet to a point on the line between Lots Fifteen (15) and Sixteen (16), in said Block 25; thence North 89° 59' East along the line between said Lots Fifteen (15) and Sixteen (16), in said Block 25 a distance of 125.0 feet to a point on the West line of existing alley; thence North along said West alley line a distance of 374.85 feet to a point on the South line of West 11th Avenue; thence South 89° 59' West along the South line of West 11th Avenue a distance of 125.0 feet to the point of beginning.

Lots Twenty-one (21) to Forty (40), both inclusive, Block Twenty-five (25), Hunt's Addition, more particularly described as follows, to-wit: Beginning at the Northeast corner of said Block 25; thence South 89° 59' West along the South line of West 11th Avenue a distance 125.0 feet to the East line of alley; thence South along the East line of alley a distance of 499.8 feet to a point on the North line of West 10th Avenue; thence North 89° 59' East along the North line of West 10th Avenue a distance of 125.0 feet to a point on the West line of Navajo Street; thence North along the West line of Mariposa Street a distance of 499.8 feet to the point of beginning.

(Project Number CO 1-10 cont.)

Lots Twenty-six (26) to Forty (40), both inclusive, Block Twenty-eight (28), Hunt's Addition, more particularly described as follows, to-wit: Beginning at the Northeast corner of said Block 28; thence South $89^{\circ} 59'$ West along the South line of West 10th Avenue a distance of 125.0 feet to the East line of existing alley; thence South along the East line of alley a distance of 319.6 feet to a point on the South line of Lot Twenty-eight (28) in said Block 28; thence North $89^{\circ} 59'$ East along the South line of said Lot Twenty-eight (28) in said Block 28 a distance of 54.6 feet; thence South a distance of 55.4 feet to the Southwest corner of Lot Twenty-six (26), in said Block 28; thence North $89^{\circ} 59'$ East along the South line of said Lot Twenty-six (26), in said Block 28 a distance of 70.4 feet to the West line of Navajo Street; thence North along the West line of Navajo Street a distance of 375.0 feet to the point of beginning.

Lots One (1) to Twenty (20), both inclusive, Block Twenty-nine (29), Hunt's Addition, more particularly described as follows, to-wit: Beginning at the Northwest corner of said Block 29; thence South along the East line of Navajo Street a distance of 500.5 feet to a point on the North line of West 9th Avenue; thence North $89^{\circ} 59'$ East along the North line of West 9th Avenue a distance of 125.0 feet to a point on the West line of existing alley; thence North along the West line of alley a distance of 500.5 feet to a point on the South line of West 10th Avenue; thence South $89^{\circ} 59'$ West along the South line of West 10th Avenue a distance of 125.0 feet to the point of beginning.

Lots Twenty-One (21) to Forty (40), both inclusive, Block Twenty-nine (29), Hunt's Addition, more particularly described as follows, to-wit: Beginning at the Northeast corner of said Block 29; thence South $89^{\circ} 59'$ West along the South line of West 10th Avenue a distance of 125.0 feet to the East line of existing alley; thence South along the East line of alley a distance of 500.5 feet to a point on the North line of West 9th Avenue a distance of 125.0 feet to a point on the West line of Mariposa Street; thence North along the West line of Mariposa Street a distance of 500.5 feet to the point of beginning.

EXHIBIT F

Project Number CO 1-11

Lots One (1) to Twenty-seven (27), both inclusive, Block Thirty-eight (38), Adams Gardens, more particularly described as follows, to wit: Beginning at the Northeast corner of said Block 38; thence South along the West line of South Irving Street a distance of 130.0 feet to a point on the North line of alley; thence North $89^{\circ} 40' 37''$ West along the South line of alley a distance of 676.4 feet to a point on the East line of South Knox Court; thence North along the East line of South Knox Court a distance of 130.0 feet to a point on the South line of West Ohio Avenue; thence South $89^{\circ} 40' 37''$ East along the South line of West Ohio Avenue a distance of 676.4 feet to the point of beginning.

Lots Twenty-eight (28) to Fifty-four (54), both inclusive, Block Thirty-eight (38), Adams Gardens, more particularly described as follows, to wit: Beginning at the Southeast corner of said Block 38; thence North $89^{\circ} 40' 37''$ West along the North line of West Ada Place a distance of 676.4 feet to a point on the East line of South Knox Court; thence North along the East line of South Knox Court a distance of 130.0 feet to a point on the South line of alley; thence South $89^{\circ} 40' 37''$ East along the South line of said alley a distance of 676.4 feet to a point on the West line of South Irving Street; thence South along the West line of South Irving Street a distance of 130.0 feet to the point of beginning.

Lots One (1) to Twenty-seven (27), both inclusive, Block Forty-three (43), Adams Gardens, more particularly described as follows, to wit: Beginning at the Northeast corner of said Block 43; thence South along the West line of South Irving Street a distance of 130.0 feet to a point on the North line of alley; thence North $89^{\circ} 46' 23''$ West along the North line of alley a distance of 676.4 feet to a point on the East line of South Knox Court; thence North along the East line of South Knox Court a distance of 130.0 feet to a point on the South line of West Ada Place; thence South $89^{\circ} 46' 23''$ East along the South line of West Ada Place a distance of 676.4 feet to the point of beginning.

Lots Twenty-eight (28) to Fifty-four (54), both inclusive, Block Forty-three (43), Adams Gardens, more particularly described as follows, to wit: Beginning at the Southeast corner of said Block 43; thence North $89^{\circ} 46' 23''$ West along the North line of West Kentucky Avenue a distance of 676.4 feet to a point on the East line of South Knox Court; thence North along the East line of South Knox Court a distance of 165.78 feet to a point on the South line of alley; thence South $89^{\circ} 46' 23''$ East along the South line of said alley a distance of 676.4 feet to a point on the West line of South Irving Street; thence South along the West line of South Irving Street a distance of 164.585 feet to the point of beginning.

EXHIBIT G

Project Number CO 1-12

Lying North of West 9th Avenue, East of Bryant Street, West of East line of Lot 45, and said line extended North of Block 5, South Fairview Subdivision, and South of North line of vacated alley in said Block 5, South Fairview Subdivision, all in the City and County of Denver, State of Colorado.

Also known as Sun Valley Homes, 2nd Filing.

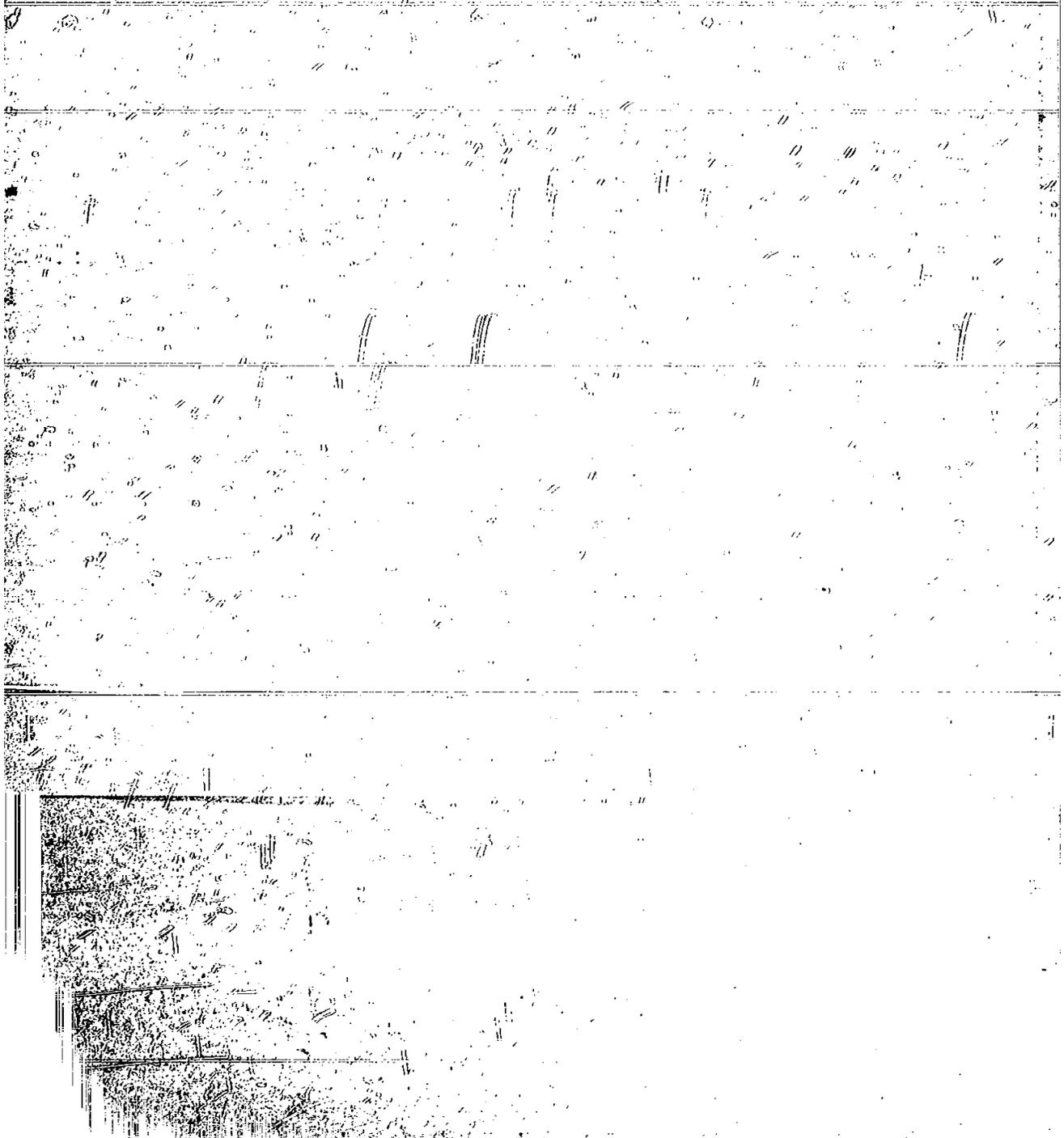


EXHIBIT H

Project Number CO 1-13

Lots One (1) to Forty-eight (48) inclusive, and all vacated alley, Block One (1), Smaeley's Addition, all in the City and County of Denver, State of Colorado.

Lots One (1) to Forty-eight (48) inclusive, and all vacated alley adjacent to Block Three (3), Midland Addition, all in the City and County of Denver, State of Colorado.

EXHIBIT I

Project Number CO 1-22

All property situated in the City and County of Denver, State of Colorado, to wit:

Site 1

The South 125 feet of Lot 1, Block 2, Kentucky Gardens.

Site 2

Lots 1 through 4, except the rear eight feet thereof, Block 18, McCullough's Addition to Denver.

Site 3

Lots 5, 6, 7 and 8, and Lots 39, 40, 41, 42, 43 and 44, Block 6, Sun Valley Subdivision.

Site 4

The South 50 feet of the North 350 feet of the East 157 feet of Lot 5, Smedley's Subdivision, except the easterly 30 feet thereof.

Site 5

Lots 46, 47 and 48 in Block 2 of West Villa Park.

Site 6

Lots 15 and 16 in Block 18 of East Kensington.

Site 7

Lots 24 and 25 in Block 2 of San Rafael.

Site 8

Lots 41 through 44, except the rear eight feet thereof, Block 501, Watertown Place.

Site 9

Lots 40, Sunnyside Acres.

Site 10

Lots 4 through 8 in Block 8 of Southlawn Gardens.

Site 11

Lots 5 and 6 in Block 15 of Downing's Addition to North Denver.



(Project Number CO 1-22 cont.)

Site 12

Lots 9, 10 and 11 in Block 6 of Downing's Addition to North Denver.

Site 13

Lots 24 and 25 in Block 24 of Downing's Addition to North Denver.

Site 14

Lots 14 and 15 in Block 28 of Belmont Park.

Site 15

Lot 3, except the North 42 feet thereof, in Block 5 of Wood Subdivision Second Filing.

Site 16

Lots 22, 23 and 24 and the South 18 feet 9 inches of Lot 21 in Block 3; and Lots 22, 23 and 24 in Block 4; all in Colfax Avenue Subdivision of Maple Grove Subdivision.

Site 17

Lots 5 through 10 in Block 40, South Denver.

EXHIBIT J

Project Number CO 1-29

A part of Clement's Addition to the City of Denver, City and County of Denver, State of Colorado, including all of Block 252 except Lots 17, 18, and 19, part of Block 223, and a portion of Cleveland Place between said Blocks, more particularly described as follows:

Beginning at the most Northerly corner of said Block 252; thence South along the West right-of-way line of Washington Street a distance of 377.27 feet to the Northwesterly right-of-way line of Cheyenne Place; thence on an angle of $44^{\circ} 50' 55''$ to the right along said Northwesterly right-of-way line a distance of 23.14 feet to the most Easterly corner of Lot 19, Block 252; thence on an angle of $90^{\circ} 00' 00''$ to the right along the Northeasterly lot line of said Lot 19 a distance of 125.03 feet to the most Northerly corner of said Lot 19; thence on an angle of $90^{\circ} 00' 00''$ to the left along the Northwesterly lot lines of Lots 17, 18, and 19, a distance of 75.41 feet to the Northeasterly right-of-way line of 23rd Street; thence on an angle of $90^{\circ} 00' 00''$ to the right along said Northeasterly right-of-way line a distance of 266.85 feet to a point on the Southwesterly line of Lot 17, Block 223 which lies 45.82 feet from the Northwesterly right-of-way line of Cleveland Place; thence on an angle of $90^{\circ} 00' 00''$ to the right and parallel to the Northwesterly right-of-way line of Cleveland Place a distance of 301.62 feet to a point on the Northeasterly lot line of Lot 28, Block 223; thence on an angle of $61^{\circ} 07' 23''$ to the right a distance of 143.69 feet to the point of beginning.

EXHIBIT K

Project Number CO 1-32

The following described real properties, all of which are in the City and County of Denver, State of Colorado:

Lot 27, Block 8, Mar-Lee Manor No. 3;

The North 10 feet of Lot 46 and all of Lots 47 and 48, Block 14, Strayer's & Shepard's Park Hill;

Lots 19 and 20, Block 22, Park Hill Annex;

That part of Lots 22, 23 and 24, Block 9, Carlson-McClelland Heights, described as follows: Commencing at the Northeast corner of Lot 24, thence West along the North line of Lots 24, 23 and 22, a distance of 109.963 feet; thence South and parallel with the East line of Lot 24, a distance of 62.33 feet; thence East and parallel with the North line of Lots 22, 23 and 24, to a point 62.33 feet South of the Northeast corner of Lot 24; thence North, a distance of 62.33 feet to the place of beginning;

Lot 46 and the North 1/2 of Lot 45, Block 1, the First Santa Fe Addition to the Town of South Denver;

Lots 33 and 34, Block 11, Elmwood Place;

Lots 23 and 24, Block 11, East Berkeley;

Lot 46 except the North 10 feet thereof, Lot 47, and the North 20 feet of Lot 48, Block 2, Burns Heights;

Lot 16, the South 20 feet of Lot 15, and Lot 17 except the South 10 feet thereof, Block 1, Burns Heights;

The South 1/2 of Lot 7 and all of Lot 8, Bloods Resubdivision of Lots 6, 7, 8, 9 and 10, in Block 1, First Addition to Lincoln Subdivision;

Lot 2, Block 30, Burns Brentwood Subdivision, Filing No. 5;

The North 5 feet of Lot 12 and the South 25 feet of Lot 13, Block 10, Broadway Terrace;

The West 89 feet of Lot 1 except the Westerly 5 feet, and the West 89 feet of the North 1 foot of Lot 2 except the Westerly 5 feet, Block 10, Boulevard Gardens;

Lot 31, Block 6, Chaffee Park Heights;

Lots 7 and 8, Block 5, Strayer's Park View.

AFTER RECORDING RETURN TO:

Butler Snow LLP
1801 California Street
Suite 5100
Denver, Colorado 80202
Phone: 720-330-2300

LAND USE RESTRICTION AGREEMENT

By and Among

THRIVE HOUSING PARTNERS LLLP,
a Colorado limited liability limited partnership
as the “*LIHTC Borrower*”

HOUSING AUTHORITY OF THE CITY AND COUNTY OF DENVER, COLORADO,
as the “*Authority*”

AND

U.S. BANK NATIONAL ASSOCIATION,
as the “*Trustee*”

Relating to:

[\$25,800,000]
HOUSING AUTHORITY OF THE
CITY AND COUNTY OF DENVER, COLORADO
TAX-EXEMPT MULTIFAMILY HOUSING REVENUE BONDS, SERIES 2021A
(THRIVE PROJECT)
(SUSTAINABILITY BONDS)

Dated as of February [], 2021

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LAND USE RESTRICTION AGREEMENT

THIS LAND USE RESTRICTION AGREEMENT (the “*Agreement*”) is made as of February [], 2021 by and among, THRIVE HOUSING PARTNERS LLLP, a Colorado limited liability limited partnership (the “*LIHTC Borrower*”), HOUSING AUTHORITY OF THE CITY AND COUNTY OF DENVER, COLORADO, a public body corporate and politic created, organized and existing under the laws of the State of Colorado (the “*Authority*”), and U.S. BANK NATIONAL ASSOCIATION, as trustee (the “*Trustee*”) under that certain Trust Indenture dated February 1, 2021 by and between the Authority and the Trustee (the “*Indenture*”).

RECITALS

WHEREAS, the Authority is authorized and empowered by the Housing Authorities Law, Title 29, Article 4, Part 2 of the Colorado Revised Statutes, as amended (the “*Housing Authorities Act*”) and the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes, as amended (the “*Supplemental Act*” and, together with the Housing Authorities Act, the “*Act*”) to issue revenue bonds and to make the proceeds thereof available to private entities for the purpose of providing housing for low income persons; and

WHEREAS, the LIHTC Borrower has applied to the Authority for financial assistance for the purpose of providing a portion of the funds with which to construct and equip an affordable housing project, consisting of a 105-unit affordable housing project in the City of Denver, Colorado (the “*LIHTC Project*”); and

WHEREAS, SV THP Condo 30 LLC, a Colorado limited liability company whose managing member is the Authority (the “*Market Borrower*” and, together with the LIHTC Borrower, the “*Borrowers*”), has applied to the Authority for financial assistance for the purpose of providing a portion of the funds with which to construct and equip thirty (30) residential rental apartments (the “*Market Project*” and, together with the LIHTC Project, the “*Projects*”); and

WHEREAS, the Projects are commonly referred to collectively as Thrive at Sun Valley, a development located at the intersection of 13th Avenue and Decatur Street in Denver, Colorado that is a mixed-income residential project with a planned community ownership structure containing one hundred thirty five (135) total residential rental apartments within a single 7-story building structure in the City of Denver, Colorado; and

WHEREAS, the property (the “*Real Estate*”) on which the LIHTC Project is located (such Real Estate being as further described in **EXHIBIT A** hereto) is subject to the Planned Community Declaration recorded on February [], 2021, in the office of the Clerk and Recorder of the City and County of Denver, Colorado, at Reception No. [], and the Planned Community Map for Thrive recorded on February [], 2021, in such office at Reception No. [], as amended and supplemented from time to time as permitted under such Declaration (as it may be amended or supplemented from time to time, the “*Condo Declaration*”), and constitutes the LIHTC Unit as more fully described in the Condo Declaration; and

WHEREAS, the Real Estate, together with the improvements located thereon, have been leased by the Authority to DHA SV LAND 3 LLC, a Colorado limited liability company, the sole member of which is the Authority (the “*Tenant*”) pursuant to the Ground Lease dated as of February 1, 2021 (as it may be amended from time to time, the “*Lease*”), to provide affordable and market rate housing within the City of Denver, Colorado, and provided that the LIHTC Borrower will be considered the owner for federal tax purposes; and

WHEREAS, the Authority has determined, after investigation, that the financial assistance to be provided to the Borrowers is needed and is economically feasible, and has deemed that the purpose of the

Act in providing affordable and market rate housing within the City of Denver, Colorado, will be realized by the issuance of the Authority's Tax-Exempt Multifamily Housing Revenue Bonds, Series 2021A (Thrive Project) (Sustainability Bonds) in the aggregate principal amount of \$[25,800,000] (the "**Tax-Exempt Bonds**") and the Authority's Taxable Multifamily Housing Revenue Bonds, Series 2021B (Thrive Project) (Sustainability Bonds) in the aggregate principal amount of \$[23,415,000] (the "**Taxable Bonds**") and together with the Tax-Exempt Bonds, the "**Bonds**") and using the proceeds thereof to make the Loans (as defined herein) to the Borrowers to provide part of the funds required to accomplish the Projects, and using the proceeds thereof to make a loan in the aggregate principal amount of \$[41,965,000] (the "**LIHTC Loan**") to the LIHTC Borrower to provide part of the funds required to accomplish the LIHTC Project; and

WHEREAS, the Bonds will be secured by a lien on the Trust Estate (as defined in the Indenture) against certain money and investments held pursuant to the Indenture and the LIHTC Loan will be secured by a leasehold deed of trust (the "**LIHTC Deed of Trust**") encumbering the LIHTC Borrower's interest in the LIHTC Project; and

WHEREAS, as stated in an opinion of Butler Snow LLP, Bond Counsel, (i) the interest on the Tax-Exempt Bonds is excludable from gross income for federal income tax purposes and is exempt from State of Colorado income taxation and (ii) the interest on the Taxable Bonds is not excludable from gross income for federal income tax purposes and is exempt from State of Colorado income taxation; and

WHEREAS, interest on the Tax-Exempt Bonds is and will remain excludible from gross income for federal income tax purposes, provided, among other things, that the LIHTC Project is treated as a "**qualified residential rental project**" under, and continuously complies with the requirements of, Section 142(d) of the Internal Revenue Code of 1986, as amended (the "**Code**") and the applicable Treasury Regulations ("**Regulations**") throughout the Qualified Project Period; and

WHEREAS, the LIHTC Project's compliance with the requirements of Section 142(d) of the Code and the applicable Regulations throughout the Qualified Project Period and treatment of the Tax-Exempt Bonds as "**exempt facility bonds**" under Section 142(a)(7) of the Code is in large part within the control of the LIHTC Borrower; and

WHEREAS, the Authority is unwilling to issue the Tax-Exempt Bonds unless the LIHTC Borrower shall, by agreeing to this Agreement, consent to be regulated by the Authority to preserve the exclusion of interest on the Tax-Exempt Bonds from the gross income of their owners under Section 103(a) of the Code; and

WHEREAS, compliance monitoring by the LIHTC Borrower shall be required throughout the entire term of the Qualified Project Period to preserve the exclusion of interest on the Tax-Exempt Bonds from the gross income of their owners under Section 103(a) of the Code.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other good and valuable consideration, the Authority and the LIHTC Borrower agree as follows:

SECTION 1. Definitions.

In addition to words and terms defined elsewhere in this Agreement, the following words and terms used in this Agreement shall have the following meanings, unless some other meaning is plainly intended, and any terms not defined in this Agreement shall have the same meaning as such terms are defined in the Financing Documents or in Section 142(d) of the Code and the applicable Regulations:

"**Area Median Gross Income**" means the median income in the geographic area (as determined for purposes of Section 142(d) of the Code) in which the Residential Rental Property is located, as determined annually by the Secretary of the Treasury in a manner consistent with determinations of lower income

families and area median gross income under Section 8 (or, if such program under Section 8 is terminated, under such program in effect immediately before such termination). Any determination of Area Median Gross Income shall be made in accordance with and subject to the requirements of Sections 142(d)(2)(B) and 142(d)(2)(E) of the Code.

“Assumption Agreement” means an agreement or undertaking by any transferee, pursuant to a Transfer, to assume the obligations and duties of the LIHTC Borrower described in this Agreement and the Financing Documents.

“Authority Representative” means the authorized representative of the Authority.

“Available Units” means Residential Rental Units that are actually occupied or that are unoccupied and have been leased at least once after first becoming available for occupancy, provided that (a) in the case of an acquisition of an existing facility for the purpose of establishing or continuing a qualified residential rental project under Section 142(d) of the Code, a Residential Rental Unit that is unoccupied on the later of (i) the date such facility is acquired or (ii) the issue date of the first issue of Qualified 142(d) Bonds financing the acquisition of such facility is not an Available Unit and does not become an Available Unit until it has been leased for the first time after such date, and (b) a Residential Rental Unit that is not available for occupancy due to renovations is not an Available Unit and does not become an Available Unit until it has been leased for the first time after such renovations are completed.

“Bond Counsel” means any nationally recognized bond counsel experienced in municipal finance and, particularly, in the issuance of debt the interest on which is excludible from gross income for federal income tax purposes.

“Certification of Income” means a certification, including all necessary information and documentation, to substantiate the amount of income of all residents of a Residential Rental Unit, given by a prospective or current Qualified Tenant.

“Financing Documents” include the Indenture, the LIHTC Loan Agreement, this Agreement, and the Tax Regulatory Agreement and No-Arbitrage Certificate dated as of February [], 2021 by and between the Authority and the LIHTC Borrower.

“Low and Moderate Income” means income that does not exceed 30%, 40%, 50%, 60%, 70% or 80% of the Area Median Gross Income, as applicable, with appropriate adjustments to income level made for family size, as determined in a manner consistent with the determinations of lower income families and area median gross income under Section 8 (or, if such program under Section 8 is terminated, under such program in effect immediately before such termination), all as made in accordance with and subject to the requirements of Section 142(d)(2)(B) of the Code. For these purposes, income shall be treated as not exceeding 30%, 40%, 50% or 60% of the Area Median Gross Income, as applicable, with appropriate adjustments to income level made for family size, if the relevant individual’s or family’s adjusted income (computed in the manner described in Regulation § 1.167(k)-3(b)(3) prior to its removal by T.D. 8474, 1993-1 C.B. 242) does not exceed 30%, 40%, 50%, 60%, 70% or 80% of the applicable Area Median Gross Income, as applicable.

“Occupancy Standards” means the requirement that at all of the Available Units (95 units) must be actually occupied by (or treated as occupied by, as provided herein) Qualified Tenants. An Available Unit shall be treated as **“occupied”** by a Qualified Tenant during the applicable tenancy for purposes of the Occupancy Standards if the tenant of such Unit was a Qualified Tenant at the commencement of his or her actual occupancy of the Available Unit, even though such tenant ceases to be a Qualified Tenant because he or she ceases to have Low and Moderate Income, provided that the second sentence of paragraph (p) of

Section 7 below does not apply to such tenant. Moreover, if an Available Unit vacated by a Qualified Tenant was actually occupied by a Qualified Tenant at the commencement of such Qualified Tenant's occupancy of such Unit, such Available Unit shall be treated as occupied by a Qualified Tenant until reoccupied, excluding any reoccupation for a temporary period of not more than thirty-one (31) days. The character of any Available Unit described in the immediately preceding sentence shall be redetermined upon expiration of the thirty-one (31)-day period.

"Purpose Investment" means an investment acquired to carry out the governmental purpose of the Tax-Exempt Bonds, as described in Regulation § 1.148-1(b).

"Qualified 142(d) Bonds" means obligations that satisfy the requirements of Sections 103 and 142(d) of the Code.

"Qualified Project Period" means the period commencing on the later of the first day on which at least 10% of the Residential Rental Units in the Residential Rental Property are occupied or the issue date of the Qualified 142(d) Bonds issued to acquire such facility and ending on the latest of the following: (A) the date that is forty years after the date on which at least 60% of the Residential Rental Units in the facility are first occupied; (B) the first day on which no tax-exempt private activity bond (as defined in Section 141(a) of the Code) issued with respect to the facility is outstanding; (C) the date on which any assistance provided with respect to the facility under Section 8 terminates.

"Qualified Tenant" means any individual or family with Low and Moderate Income meeting the restrictions set forth in the Tax Regulatory Agreement and No Arbitrage Certificate dated as of February [], 2021 requiring that 10 of the 105 Residential Rental Units be rented to tenants with an income not exceeding 20% of the Area Median Gross Income, 27 of the 105 Residential Rental Units be rented to tenants with an income not exceeding 30% of the Area Median Gross Income, 16 of the 105 Residential Rental Units be rented to tenants with an income not exceeding 40% of the Area Median Gross Income, 9 of the 105 Residential Rental Units be rented to tenants with an income not exceeding 50% of the Area Median Gross Income, 11 of the 105 Residential Rental Units be rented to tenants with an income not exceeding 60% of the Area Median Income, 14 of the 105 Residential Rental Units be rented to tenants with an income not exceeding 70% of the Area Median Income and 18 of the 105 Residential Units be rented to tenants with an income not exceeding 80% of the Area Median Income and the requirements of HUD with respect to financing under Section 202 of the National Housing Act, as amended. However, if all the occupants of a Residential Rental Unit are Students, such individuals may not be treated as Qualified Tenants. Subject to the preceding two sentences, **"Qualified Tenant"** may include any individual who is (i) a student and receiving assistance under Title IV of the Social Security Act, (ii) a student who was previously under the care and placement responsibility of the Colorado agency responsible for administering a plan under part B or part E of Title IV of the Social Security Act or (iii) enrolled in a job training program receiving assistance under the Job Training Partnership Act or under other similar Federal, state or local laws.

"Related Person" means an individual or entity who, concerning the referenced party, is described in Section 147(a)(2) of the Code.

"Residential Rental Property" means the Real Estate or any other building or structure containing one or more similarly constructed Residential Rental Units used for the LIHTC Project, including facilities functionally related and subordinate thereto, as provided in Regulation § 1.103-8(b).

"Residential Rental Unit" means a housing unit containing separate and complete living, sleeping, eating, cooking and sanitation facilities for a single person or a family. Such housing unit shall contain a kitchen that includes a stove, cooking range, full-size refrigerator and sink. A housing unit, however, shall

not fail to be treated as a “*Residential Rental Unit*” merely because it is a single-room occupancy unit (within the meaning of Section 42 of the Code).

“*Section 8*” means Section 8 of the United States Housing Act of 1937, as amended.

“*Student*” means any full-time student (within the meaning of Section 42(i)(3)(D) of the Code) unless he or she is described in Section 42(i)(3)(D)(ii) of the Code.

“*Transfer*” means any conveyance, transfer, whether by sale, exchange, gift or assignment or other disposition of a facility.

SECTION 2. Number and Gender.

Unless the context clearly requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

SECTION 3. Headings.

The titles and headings of the sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent shall arise.

SECTION 4. Construction.

It is intended that this Agreement set forth the terms, conditions, limitations and restrictions applicable to the LIHTC Project and that the LIHTC Project be a “*qualified residential rental project*” under Sections 142(a)(7) and 142(d) of the Code. All provisions herein shall be construed in accordance with such intent.

SECTION 5. Benefit.

The Authority and the LIHTC Borrower each acknowledges that a primary purpose for requiring compliance by the LIHTC Borrower with this Agreement is to preserve the excludability from gross income for federal income tax purposes of interest on the Tax-Exempt Bonds, and that the holders of the Tax-Exempt Bonds shall be entitled, for any breach of the provisions hereof, to all remedies, both at law and in equity, in the event of any default hereunder.

SECTION 6. Covenant with Respect to Tax Status of the Tax-Exempt Bonds.

The Issuer and the LIHTC Borrower each covenant that they will not knowingly take, or permit to be taken, any action that would adversely affect the excludability from gross income for federal income tax purposes of interest on the Tax-Exempt Bonds throughout the Qualified Project Period and the LIHTC Borrower covenants that it will not invest or use any of the proceeds of the Tax-Exempt Bonds in any manner that would adversely affect the excludability from gross income for federal income tax purposes of interest on the Tax-Exempt Bonds throughout the Qualified Project Period.

SECTION 7. Qualified Residential Rental Project Requirements.

The LIHTC Borrower represents, warrants and covenants that the LIHTC Project shall, throughout the Qualified Project Period, unless this Agreement is earlier terminated pursuant to Section 17 of this Agreement, satisfy the following terms and conditions, limitations and restrictions:

(a) *Satisfaction of Applicable Legal Requirements.* The Project is being constructed for the purpose of providing multifamily Residential Rental Units, and the LIHTC Project shall be owned, managed and operated as multifamily Residential Rental Units, all in accordance with the qualified residential rental project requirements of Section 142(d) of the Code and the applicable residential rental project provisions of Regulation § 1.103-8(b) and the administrative guidance issued thereunder;

(b) *Qualified Residential Rental Requirement.* 10 of the 105 Residential Rental Units shall be leased and rented to tenants with an income not exceeding 20% of the Area Median Gross Income, 27 of the 105 Residential Rental Units shall be leased and rented to tenants with an income not exceeding 30% of the Area Median Gross Income, 16 of the 105 Residential Rental Units shall be leased and rented to tenants with an income not exceeding 40% of the Area Median Gross Income, 9 of the 105 Residential Rental Units shall be leased and rented to tenants with an income not exceeding 50% of the Area Median Gross Income, 11 of the 105 Residential Rental Units be rented to tenants with an income not exceeding 60% of the Area Median Income, 14 of the 105 Residential Rental Units be rented to tenants with an income not exceeding 70% of the Area Median Income and 18 of the 105 Residential Units be rented to tenants with an income not exceeding 80% of the Area Median Income.

(c) *Similarly Constructed Residential Rental Units.* All of the Residential Rental Units in the LIHTC Project shall be similarly constructed;

(d) *Transient Use.* During the term of this Agreement, (i) none of the Residential Rental Units in the LIHTC Project shall at any time be utilized on a transient basis, (ii) none of the Residential Rental Units in the LIHTC Project shall ever be leased or rented for a period of less than thirty (30) days and (iii) neither the LIHTC Project nor any portion thereof shall ever be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, sanitarium, nursing home, rest home, trailer court or park or for any other use on a transient basis;

(e) *General Public Availability.* During the term of this Agreement, (i) the Residential Rental Units in the LIHTC Project shall be leased and rented or made available for rental on a continuous basis to members of the general public except as otherwise permitted by federal, state or local law, and (ii) the LIHTC Borrower shall not give preference in renting Residential Rental Units in the LIHTC Project to any particular class or group of persons, other than Qualified Tenants as provided herein; provided, however, that Residential Rental Units in the LIHTC Project may be occupied by maintenance, security or managerial employees of the LIHTC Borrower or its property manager who are reasonably required to maintain residences in the LIHTC Project, but only to the extent such occupation does not cause the LIHTC Project to cease to be a qualified residential rental project under Section 142(d) of the Code;

(f) *Use of Related Facilities by Tenants.* Any functionally related and subordinate facilities (e.g., parking areas, laundry facilities, tenant offices, physical therapy rooms, dining rooms, meeting rooms, common areas, swimming pools, tennis courts, etc.) (the “**Related Facilities**”) for the LIHTC Project will be made available to all tenants of the LIHTC Project on an equal basis. Fees charged to residential tenants for use of the Related Facilities will be

commensurate with fees charged for similar facilities at similar residential rental properties in the surrounding area and, in no event will any such fees charged to tenants of the LIHTC Project be discriminatory or exclusionary as to the Low and Moderate Income tenants of the LIHTC Project. No Related Facilities will be made available to persons other than tenants or their guests. Parking, if available, will be made available to all tenants on a first come, first served basis;

(g) *No Continual or Frequent Nursing, Medical or Psychiatric Services.* No continual or frequent nursing, medical or psychiatric services will be provided to the residents of the LIHTC Project.

(h) *Ownership, Structure and Financing.* The LIHTC Project will consist of one or more buildings or structures, all of which will be (i) owned by the LIHTC Borrower for federal tax purposes, (ii) located on a single tract of land, consisting of any parcel of land or two or more parcels of land that are contiguous except for being separated only by a road, street, stream or similar property (parcels are contiguous if their boundaries meet at one or more points) and (iii) financed with proceeds of the Tax-Exempt Bonds or otherwise pursuant to a common plan of financing. Each such building or structure is a discrete edifice or other man-made construction consisting of an independent foundation, outer walls and roof and containing five or more similarly constructed units;

(i) *Condominium Ownership.* During the term of this Agreement, the LIHTC Borrower will not convert the LIHTC Project to condominium ownership;

(j) *LIHTC Borrower Rentals.* During the term of this Agreement, no Residential Rental Unit in the LIHTC Project shall be occupied by the LIHTC Borrower (or a Related Person) at any time unless the LIHTC Borrower (or a Related Person) resides in a Residential Rental Unit in a building or structure that contains at least five Residential Rental Units and unless the resident of such Residential Rental Unit is a resident manager or other necessary employee (e.g., maintenance and security personnel);

(k) *Certificate of Project Commencement.* The Qualified Project Period with respect to the Tax-Exempt Bonds and the LIHTC Project begins on the date on which 10 percent of the Residential Rental Units in the LIHTC Project are occupied;

(l) *No Discrimination.* During the term of this Agreement, the LIHTC Borrower shall not discriminate on the basis of age, race, color, creed, national origin, religion, sex or marital status in the lease, use or occupancy of the LIHTC Project except as otherwise permitted by federal, state or local law or in connection with the employment or application for employment of persons for the operation and management of the LIHTC Project; and the LIHTC Borrower specifically agrees that the LIHTC Borrower will not refuse to lease units or deny occupancy in the LIHTC Project to persons whose family includes minor dependents who will occupy such unit, unless such refusal is based upon factors not related to the presence of such minors in the family;

(m) *Payment of Expenses.* During the term of this Agreement, the LIHTC Borrower shall make timely payment of the fees and expenses, if any, of the Authority in accordance with the provisions of this Agreement and the Financing Documents, including any expenses incurred by Issuer in the performance of its duties and obligations under this Agreement;

(n) *Certification of Income.* As a condition of occupancy, each Qualified Tenant shall be required to sign and deliver to the LIHTC Borrower a Certification of Income, in a form designed to establish compliance with the applicable provisions of the Code and the Treasury Regulations,

or as otherwise required by the Internal Revenue Service. Such Qualified Tenant shall also be required to provide whatever other information, documents or certifications are deemed necessary by the LIHTC Borrower or the Authority to substantiate the Certification. All Certifications of Income with respect to each Qualified Tenant who resides in a Residential Rental Unit in the LIHTC Project or resided in a Residential Rental Unit during the immediately preceding calendar year shall be maintained on file at the main business office of the LIHTC Project and shall be available for inspection by the Authority;

(o) *Annual Determinations.* The determination of whether a resident of the LIHTC Project is a Qualified Tenant shall be made at least annually on the basis of the current income of all the residents of the Residential Rental Unit. Each lease to a Qualified Tenant entered into after the date hereof shall require the tenant to sign the Certification of Income annually, attesting to the combined income of all the occupants of each Residential Rental Unit and at any other time as the LIHTC Borrower may reasonably request;

(p) *Subsequent Changes to Income.* If a tenant is a Qualified Tenant upon commencement of occupancy of a Residential Rental Unit, the income of such tenant shall be treated as Low or Moderate Income. The preceding sentence shall cease to apply to any tenant whose income as of the most recent annual determination under paragraph (o) of this Section exceeds 140% of Low and Moderate Income if, after such determination, but before the next annual determination, any Residential Rental Unit of comparable or smaller size in (i) the same building (within the meaning of Section 42 of the Code), provided that the LIHTC Project is eligible for low-income housing tax credits under Section 42 of the Code or (ii) the LIHTC Project, if the LIHTC Project is not eligible for low-income housing tax credits under Section 42 of the Code, is occupied by a new tenant who does not qualify as a Qualified Tenant;

(q) *Form of Lease.* Any lease used in renting any Residential Rental Unit in the LIHTC Project to a Qualified Tenant shall provide for termination of the lease and consent by such tenant to immediate eviction, subject to applicable provisions of Colorado law, for failure to qualify as a Qualified Tenant as a result of any material misrepresentation made by such person with respect to any Certification of Income. Each Qualified Tenant occupying a Residential Rental Unit shall be required to execute a written lease that shall be effective for a term of at least six (6) months. No meals or other services will be provided to tenants of the LIHTC Project;

(r) *LIHTC Borrower's Certification.* On the first day of each month after any Residential Unit in the LIHTC Project is available for occupancy, the LIHTC Borrower shall prepare a record of the percentage of Residential Rental Units of the LIHTC Project occupied (and treated as occupied) by Qualified Tenants during the preceding month. Such record shall be maintained on file at the main business office of the LIHTC Project, shall be available for inspection by the Authority and shall contain such other information and be in the form required by the Authority;

(s) *Occupancy Standards.* The Project shall satisfy the Occupancy Standards; and

(t) *Records Maintenance and Inspection.* During the term of this Agreement, the LIHTC Borrower shall (i) maintain complete and accurate records pertaining to the Residential Rental Units occupied or to be occupied by Qualified Tenants, and (ii) permit any duly authorized representative of the Authority, the Department of the Treasury or the Internal Revenue Service to inspect the books and records of the LIHTC Borrower pertaining to the income of and Certificate of Income of Qualified Tenants residing in the LIHTC Project upon reasonable notice and at reasonable times.

SECTION 8. Transfer Restrictions.

(a) For the Qualified Project Period, except with respect to events such as foreclosure, deed in lieu of foreclosure, involuntary loss or other events described in Regulation § 1.103-8(b)(6)(iii)(a) and not otherwise described in paragraph (b) thereof, provided that proceeds received as a consequence of such events are used as provided in Regulation § 1.103-8(b)(6)(iii)(a), the LIHTC Borrower shall not Transfer the LIHTC Project or any interest therein, in whole or in part, except in accordance with the terms of the Financing Documents, and this Section 8. Any Transfer of the LIHTC Project or any interest therein, in whole or in part, shall only be permitted if: (1) the LIHTC Borrower shall not be in default hereunder; (2) the purchaser or assignee shall assume in writing in a form acceptable to the Authority, all duties and obligations of the LIHTC Borrower under this Agreement, including this Section 8, and execute any necessary or appropriate document reasonably requested by the Authority with respect to assuming its obligations under this Agreement, and the Financing Documents in the form of an Assumption Agreement, which document shall be recorded in the Denver County's Clerk's Office; (3) the LIHTC Borrower and Issuer shall have received an opinion of Bond Counsel, which opinion is acceptable to the Authority, to the effect that such transfer will not adversely affect the exclusion of the interest on the Tax-Exempt Bonds from gross income of the owners thereof for federal income tax purposes; (4) the LIHTC Borrower shall deliver to the Authority a certificate, acceptable in form to the Authority, to the effect that the LIHTC Borrower did not acquire the LIHTC Project with the intention of sale upon completion of its rehabilitation; (5) the LIHTC Borrower shall deliver to the Authority an opinion of counsel to the transferee that the transferee has duly assumed the obligations of the LIHTC Borrower under this Agreement and that such obligations and this Agreement are binding on the transferee; and (6) such other conditions are met as are set forth in or referred to in the Financing Documents or as the Authority may impose as part of the Assumption Agreement (i) to protect the exclusion of the interest on the Tax-Exempt Bonds from gross income of the owners thereof for federal income tax purposes, (ii) to ensure that the LIHTC Project is not acquired by a person that has pending against it, or that has a history of, building code violations, as identified by municipal, county, state or federal regulatory agencies, and (iii) to provide that indemnification of the Authority under Section 19 of this Agreement and elsewhere is assumed by the purchaser or assignee. The LIHTC Borrower shall deliver the Assumption Agreement to the Authority at least ten (10) business days prior to a proposed Transfer.

(b) The restrictions contained in paragraph (a) above shall not apply to (i) any transfer of limited partnership interests in the LIHTC Borrower or (ii) the removal of the LIHTC Borrower's general partner by a limited partner of the LIHTC Borrower and the replacement of such general partner with a limited partner of the LIHTC Borrower; provided, however, that in the case of any proposed transfer of interests in the LIHTC Borrower described in clauses (i) or (ii) and that is (i) proposed to occur within five (5) years of the issue date (as defined in Regulation § 1.150-1(b)) of the Tax-Exempt Bonds (the "**Issue Date**"), and (ii) where such interests are proposed to be transferred to any person or entity that (A) has or had an ownership interest (directly or indirectly) in the seller of the LIHTC Project or the LIHTC Project at any time during the five (5) year period immediately preceding the Issue Date of the Tax-Exempt Bonds, or (B) is a "**substantial user**" (as defined in Regulation § 1.142-4) of the LIHTC Project at any time during the five (5) year period immediately following the Issue Date of the Tax-Exempt Bonds, the LIHTC Borrower provides to the Authority, as a condition precedent to any such transfer of interests in the LIHTC Borrower, an opinion of nationally recognized municipal bond counsel to the effect that any such proposed transfer of interests in the LIHTC Borrower will not adversely affect the exclusion of interest on the Tax-Exempt Bonds from the gross income of the owners thereof for federal income tax purposes.

SECTION 9. Certification to Secretary.

The LIHTC Borrower represents, warrants and covenants that, if the Secretary of the Treasury so requires, the LIHTC Borrower shall annually submit to the Secretary of the Treasury (at such time and in such manner as the Secretary shall prescribe) a certification attesting that the LIHTC Project continues to meet the requirements of Section 142(d) of the Code and shall simultaneously send copies of such certification to the Authority, including, but not limited to, IRS Form 8703. The LIHTC Borrower acknowledges that failure to file such certification with the Secretary of the Treasury when required would subject the LIHTC Borrower to penalty, as provided in Section 6652(j) of the Code.

SECTION 10. Enforcement.

The LIHTC Borrower further represents, warrants and covenants that:

(a) *Examination of Records.* The LIHTC Borrower shall permit, after two (2) business days prior written notice, any duly authorized representative of the Authority to inspect any books and records of the LIHTC Borrower regarding the LIHTC Project, particularly with respect to the incomes of Qualifying Tenants that pertain to compliance with the provisions of this Agreement and Section 142(d) of the Code. Any certification, records or other documents deemed necessary by the Authority to show the LIHTC Project's compliance with Section 142(d) of the Code shall be maintained on file at the LIHTC Project site until the later of (i) the date that the Tax-Exempt Bonds (and any tax-exempt obligations used to refund any of the Tax-Exempt Bonds) remain outstanding and for four (4) years thereafter or (ii) the end of the Qualified Project Period.

(b) *Other Information.* The LIHTC Borrower shall provide such other information, documents or certifications requested by the Authority that the Authority deems reasonably necessary, to substantiate the LIHTC Borrower's continuing compliance with the provisions of this Agreement and Section 142(d) of the Code; and

(c) *Reliance on LIHTC Borrower or Tenant Certification.* In the enforcement of the Agreement, the Authority may rely on any certificate delivered by or on behalf of the LIHTC Borrower or any tenant concerning the LIHTC Project.

SECTION 11. Violations.

(a) *Notice.* The LIHTC Borrower further represents, warrants and covenants that it will inform the Authority by written notice of any violation of the LIHTC Borrower's obligations under this Agreement or the occurrence or existence of any situation or event (an "**Adverse Development**") that would cause the interest of the Tax-Exempt Bonds to become includable in the gross income of their holders for federal income tax purposes within five (5) days after discovering any such Adverse Development, and the Authority covenants and agrees to inform the LIHTC Borrower by written notice of any Adverse Development that would cause the interest on the Tax-Exempt Bonds to become includable in the gross income of their holders for federal income tax purposes within five (5) days after discovering such Adverse Development;

(b) *Time to Correct.* The LIHTC Borrower covenants and agrees to correct or rectify any Adverse Development no later than thirty (30) days after such Adverse Development is first discovered or should have been discovered by the LIHTC Borrower's exercise of reasonable diligence. The Issuer covenants and agrees to provide the LIHTC Borrower a period of time, which shall be at least thirty (30) days after the date such Adverse Development is first discovered or should have been discovered by the LIHTC Borrower's exercise of reasonable diligence, or if later,

within such further time as the Authority determines is necessary to correct or rectify the Adverse Development without loss of tax exemption of interest on the Tax-Exempt Bonds, not to exceed any limitations set by applicable laws, rules, regulations or administrative guidance, in which to correct any Adverse Development. The LIHTC Borrower represents, warrants and covenants that if any such Adverse Development is not corrected to the satisfaction of the Authority within the period of time specified by the Authority, without further notice, the Authority may declare a default under this Agreement, effective on the date of such declaration of default, and upon such default, the LIHTC Borrower shall pay to the Authority an amount equal to any rents or other amounts received by the LIHTC Borrower for any Residential Rental Units in the LIHTC Project that were occupied in violation of this Agreement during the period such violation continued within ten (10) business days;

(c) *Specific Performance.* The LIHTC Borrower acknowledges that the Authority and/or, to the extent permitted in the Financing Documents, any owner of any of the Tax-Exempt Bonds, may also apply, individually or collectively, to any court, state or federal, for specific performance of this Agreement, or for an injunction against any violation of this Agreement, or for any other remedies at law or in equity or for any such other actions as shall be necessary or desirable so as to correct non-compliance with this Agreement.

SECTION 12. Agent of the Authority.

The LIHTC Borrower further represents, warrants and covenants that the Authority shall have the right to appoint an agent (the “*Agent*”) to carry out any of its duties and obligations under this Agreement, and the Authority shall inform the LIHTC Borrower and the other party of any such agency appointment by written notice. The LIHTC Borrower hereby agrees to pay all reasonable costs and expenses of the Agent in undertaking the administration and monitoring services under this Agreement. The Issuer may direct the LIHTC Borrower to deliver all reports, notices, requests or other documents required to be delivered for the benefit of the Authority hereunder to the Agent. The LIHTC Borrower hereby agrees, upon reasonable written notice from the Authority and/or the Agent, to make the LIHTC Project and the books and records relating to tenant income compliance required hereunder available for inspection during regular business hours by the Agent and/or Issuer. Notwithstanding the foregoing or any other provision herein to the contrary, the LIHTC Borrower acknowledges and agrees that the Agent, if appointed, shall have no duty to monitor compliance with the terms and conditions of this Agreement.

SECTION 13. Amendment.

This Agreement may be amended to reflect changes in Section 142(d) of the Code, the applicable Regulations and administrative guidance promulgated thereunder. The Issuer and the LIHTC Borrower each covenants to take any lawful action (including amendment of this Agreement) if, in the opinion of Bond Counsel, such action is necessary to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service from time to time pertaining to obligations issued under Section 142(d) of the Code and affecting the LIHTC Project. No amendment of this Agreement shall be made without the prior written approval of the Authority and the LIHTC Borrower and an approving opinion of Bond Counsel that such amendment will not adversely affect the tax-exempt status of the Tax-Exempt Bonds.

SECTION 14. Severability.

The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

SECTION 15. Notices.

The Issuer and the LIHTC Borrower each agree that all notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing:

If to the Authority:

Housing Authority of the City and County of Denver
777 Grant Street
Denver, Colorado 80204
Attention: Executive Director

With a copy to:

Butler Snow LLP
1801 California Street, Suite 5100
Denver, Colorado 80202
Attention: Dawn P. Bookhardt, Esq.

If to the Trustee:

U.S. Bank National Association
1420 5th Avenue, 7th Floor
Seattle, Washington 98101
Attention: Global Corporate Trust

If to the LIHTC Borrower:

Thrive Housing Partners LLP
c/o Housing Authority of the
City and County of Denver, Colorado
777 Grant Street
Denver, Colorado 80203
Attention: Executive Director

With a copy to:

Kutak Rock LLP
1801 California Street, Suite 3100
Denver, Colorado 80202
Attention: John Henry, Esq.

SECTION 16. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado and, where applicable, the laws of the United States of America.

SECTION 17. Termination.

The Issuer and the LIHTC Borrower each agree that this Agreement shall terminate:

(a) *Completion.* Upon the termination of the Qualified Project Period;

(b) *Involuntary Non-Compliance.* In the event of an involuntary non-compliance caused by unforeseen events, such as fire, seizure, requisition, change in a federal law or an action of a federal agency after the date of issuance of the Tax-Exempt Bonds that prevents the Authority from enforcing the provisions of this Agreement or condemnation or similar event, provided that:

(i) the Tax-Exempt Bonds are retired at their first applicable available call date; or

(ii) any insurance proceeds or condemnation award or other amounts received as a result of such loss or destruction are used to provide a project that meets the requirements of Section 142(d) of the Code and Regulation § 1.103-8(b) as amended, or any successor law or regulation;

(c) *Certain Transfers.* In the event of foreclosure, transfer of title by deed in lieu of foreclosure, or similar event, following which and within a reasonable period of time the Tax-Exempt Bonds are redeemed or the amounts received as a consequence of such event are used to provide a qualified residential rental project meeting the applicable requirements of the Code and the Regulations, unless, at any time subsequent to such event and during the Qualified Project Period, the LIHTC Borrower or any direct successor in interest, or any transferee from the LIHTC Borrower or its successor subject to an Assumption Agreement, or any Related Person to such persons, or any other person who was, prior to the event of foreclosure or other such event, an obligor on any Purpose Investment issued in connection with any financing for the LIHTC Project, obtains an ownership interest in the LIHTC Project for tax purposes; or

(d) *Opinion of Bond Counsel.* Upon the delivery of an opinion of Bond Counsel acceptable to the Authority that continued compliance with the requirements of Section 7 hereof is not required in order for interest on the Tax-Exempt Bonds to be and continue to be excludible from gross income of the holders of the Tax-Exempt Bonds for federal income tax purposes.

SECTION 18. Post-Defeasance.

The LIHTC Borrower represents, warrants and covenants that in the event that the Tax-Exempt Bonds is defeased, but this Agreement remains in full force and effect, it shall contract, at LIHTC Borrower's expense, with a compliance monitoring agent reasonably satisfactory to the Authority, to review compliance by the LIHTC Borrower with the requirements of this Agreement.

SECTION 19. Indemnification.

Provided that this indemnity shall not include the payment of principal and interest under the Financing Documents (it being intended that the repayment of the Loan(s) is an obligation of the LIHTC Borrower, as provided in the applicable Financing Documents), the LIHTC Borrower hereby covenants and agrees that it shall indemnify and hold harmless the Authority and its officers, directors, members, officials, employees and agents from and against (a) any and all claims arising from any act or omission of the LIHTC Borrower or any of its agents, contractors, servants, employees or licensees, in connection with the Tax-Exempt Bonds, the Financing Documents, any mortgage or deed of trust, this Agreement or the LIHTC Project and (b) all costs, reasonable counsel fees, expenses or liabilities incurred in connection with any such claim or proceeding brought thereon. In the event that any action or proceeding is brought against the Authority or any of their officers, directors, officials, members, employees or agents with respect to which indemnity may be sought hereunder, the LIHTC Borrower, upon written notice from the indemnified party,

shall assume the investigation and defense thereof, including the employment of counsel and the payment of all expenses. The indemnified party shall have the right to participate in the investigation and defense thereof and in the event the indemnified party reasonably determines that a conflict of interest exists between such party and the LIHTC Borrower in connection therewith, or if all parties commonly represented do not agree as to the action (or inaction) of counsel, the indemnified party may employ separate counsel without the consent or approval of the LIHTC Borrower, and in such event the LIHTC Borrower shall pay the reasonable fees and expenses of such separate counsel. The obligations of the LIHTC Borrower hereunder are full recourse obligations. Notwithstanding the foregoing, no party shall be indemnified pursuant to this Section 19 against its own gross negligence or willful misconduct. The indemnification obligations hereunder shall be cumulative with all other indemnification obligations owed from the LIHTC Borrower to the Authority and its related indemnified parties.

SECTION 20. Recordation.

The Authority and the LIHTC Borrower each agrees that the LIHTC Borrower shall cause this Agreement (and all amendments and supplements hereto) to be recorded and filed in the conveyance and real property records of Denver County, Colorado and in such other places as the Authority may reasonably request. This Agreement (and all amendments and supplements hereto) shall be recorded in the grantor-grantee index to the name of the LIHTC Borrower as grantor and to the name of the Authority as the grantee. The LIHTC Borrower should pay all fees and charges incurred in connection with any such recording(s). Upon delivery by the LIHTC Borrower to the Authority of an opinion of independent counsel acceptable to the Authority that the conditions to termination of this Agreement have been made, the Authority, upon request by the LIHTC Borrower, and at the LIHTC Borrower's expense, file any documentation necessary to remove this Agreement from the real estate records of Denver County, Colorado.

SECTION 21. Covenants to Run with the Land; Successors Bound.

The LIHTC Borrower hereby subjects the Real Estate to the covenants, reservations and restrictions set forth in this Agreement. The Issuer and the LIHTC Borrower hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants, reservations and restrictions running with the land to the extent permitted by law and shall pass to and be binding upon the LIHTC Borrower's successors in title to the Real Estate throughout the term of this Agreement. Each and every contract, deed, mortgage, or other instrument hereafter executed covering or conveying the Real Estate or any portion thereof or interest therein shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed, mortgage or other instrument.

SECTION 22. No Conflict with Other Documents.

The LIHTC Borrower warrants that it has not executed and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede all other requirements in conflict herewith.

[The remainder of this page is intentionally left blank; signatures follow.]

THE LIHTC BORROWER:

THRIVE HOUSING PARTNERS LLLP,
a Colorado limited liability limited partnership

By: **SVH THRIVE LLC**, a Colorado limited liability company,
its General Partner

By: **HOUSING AUTHORITY OF THE CITY OF
DENVER, COLORADO**, a public body corporate and
politic of the State of Colorado, its Managing Member

By: _____

Name: _____

Title: _____

Signed, sealed and delivered
In the presence of:

Unofficial Witness

STATE OF COLORADO)
)**ss:**
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of February, 2021, by
_____.

(Notary Seal)

Notary Public

THE TRUSTEE:

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____

Name: _____

Title: _____

Signed, sealed and delivered

In the presence of:

Unofficial Witness

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

The foregoing instrument was acknowledged before me this _____ day of February, 2021, by _____.

(Notary Seal)

Notary Public

EXHIBIT A
LEGAL DESCRIPTION

Property Address:

EXHIBIT B

CNI REQUIREMENTS RIDER

Thrive at Sun Valley Apartments Denver, Colorado

The provisions of this CNI Requirements Rider (the “*Rider*”) shall be deemed incorporated by reference to the security instrument to which this Rider is attached (the “*Agreement*”). The real property described in Exhibit A of the Agreement is subject to that certain Choice Neighborhoods Declaration of Restrictive Covenants by the Housing Authority of the City and County of Denver, Colorado (“*DHA*”) and Thrive Housing Partners LLLP (the “*LIHTC Borrower*”) for the benefit of U.S. Department of Housing and Urban Development (“*HUD*”), dated as of substantially even date herewith (the “*CNI Declaration*”).

Pursuant to that certain FY2016 Choice Neighborhoods Implementation Grant Agreement between DHA and HUD, DHA has made available to the LIHTC Borrower certain funds intended for use in the revitalization of the former Sun Valley public housing development and its surrounding neighborhood (the “*CNI Funds*”). The CNI Funds shall be used by the LIHTC Borrower for the construction of forty-three (43) Section 8 Project Based Voucher units (the “*PBV Units*”) at Thrive at Sun Valley Apartments (the “*Project*”) in accordance with that certain Development Proposal submitted by DHA to and approved by HUD. The PBV Units are subject to the CNI Declaration.

Notwithstanding any provisions of the Agreement that may be construed to the contrary, in the event of any conflict with, or ambiguity between, the CNI Declaration and any term or provision of the Agreement and/or any documents, agreements, or instruments referred to herein and/or entered into pursuant to the Agreement (the “*Ancillary Documents*”), the provisions of the CNI Declaration shall be controlling, except to the extent that a more restrictive requirement under the Agreement or the Ancillary Documents is enforceable without violating the CNI Declaration. So long as the CNI Declaration and all extensions to it are in effect, the Agreement shall in all respects be subordinate to the CNI Declaration. Subordination extends to and continues in effect with respect to any future amendment, extension, renewal, or any other modification of the CNI Declaration or the Ancillary Documents. The CNI Declaration survives foreclosure and bankruptcy of the LIHTC Borrower.

Notwithstanding, anything in this Agreement or in the Ancillary Documents to the contrary, the DHA is an express third-party beneficiary under the provisions of this Rider for the sole purpose of enforcing the provisions of this Rider and the CNI Declaration.

**Fidelity National Title Insurance Company
TITLE REPORT**

SCHEDULE A

Title Report No: N0030910-010-TO2-EG

1. **Effective Date:** January 21, 2021 January 20, 2021 at 8:00 A.M.
2. The estate or interest in the land described or referred to in this Title Report is:

FEE SIMPLE

3. Title to the estate or interest in the land is at the Effective Date [vested in](#):

The Housing Authority of The City and County of Denver

4. The land referred to in this Title Report is described as follows:

See Attached Legal Description

(for informational purposes only) **Sun Valley-DHA**, Denver, CO

SCHEDULE B

Exceptions

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: The above exception will not appear on policies where closing and settlement has been performed by the Company.

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City and County of Denver
Purpose: water lines and water hydrants
Recording Date: May 28, 1952
Recording No.: [Book 7122 at Page 75 at Reception No. 92585](#)

9. Terms, conditions, provisions, agreements, easements and obligations contained in the Permanent Easement for Bicycle Path as set forth below:

Recording Date: March 30, 1992
Recording No.: [Reception No. R-92-0030390](#)

10. Terms, conditions, provisions, agreements and obligations contained in the Cable Television Service Agreement as set forth below:

Recording Date: June 10, 1992
Recording No.: [Reception No. R-92-0065339](#)

11. Terms, conditions, provisions, agreements and **restrictions contained in the Declaration of Trust** as set forth below:

Recording Date: May 31, 1994
Recording No.: [Reception No. 9400090171](#)

- 12. Terms, conditions, provisions, agreements, easements and obligations contained in the Deed of Easement as set forth below:

Recording Date: February 14, 1997
Recording No.: [Reception No. 9700018012](#)

- 13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Service Company of Colorado
Purpose: utility lines
Recording Date: October 13, 2000
Recording No.: [Reception No. 2000150614](#)

- 14. The effect of Ordinance No. 28, Series of 2000 recorded January 21, 2000 at [Reception No. 2000011072](#).

- 15. Terms, conditions, provisions, agreements, easements and obligations contained in the Permanent Easement as set forth below:

Recording Date: October 1, 2010
Recording No.: [Reception No. 2010112546](#)

- 16. A financing statement as follows:

Debtor: The Housing Authority of the City and County of Denver
Secured Party: Banc of America Public Capital Corp.
Recording Date: October 23, 2012
Recording No.: [Reception No. 2012145639](#)

- 17. A financing statement as follows:

Debtor: The Housing Authority of the City and County of Denver
Secured Party: Banc of America Public Capital Corp.
Recording Date: October 23, 2012
Recording No.: [Reception No. 2012145640](#)

- 18. Terms, conditions, provisions, agreements, easements and obligations contained in the Grant of Easement as set forth below:

Recording Date: August 21, 2013
Recording No.: [Reception No. 2013123713](#)

- 19. Terms, conditions, provisions, agreements, easements and obligations contained in the Permanent Easement as set forth below:

Recording Date: May 13, 2014
Recording No.: [Reception No. 2014054522](#)

- 20. Terms, conditions, provisions, agreements and obligations contained in the Decatur Federal General Development Plan as set forth below:

Recording Date: July 3, 2014
Recording No.: [Reception No. 2014079610](#)

- 21. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$750,000.00
Trustor/Grantor: The Housing Authority of The City and County of Denver
Trustee: Public Trustee of Denver County

Beneficiary: The City and County of Denver
Recording Date: September 10, 2020
Recording No: [Reception No. 2020145847](#)

END OF EXCEPTIONS

THIS IS A TITLE REPORT ONLY. This is not a commitment to insure.

The information set forth herein is based on information supplied to Fidelity National Title, National Commercial Services by sources believed to be reliable and is provided for accommodation purposes only. Fidelity National Title, National Commercial Services assumes no liability hereunder unless a policy or policies of title insurance are issued by Fidelity National Title, National Commercial Services and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Fidelity National Title, National Commercial Services within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

LIMITATIONS OF LIABILITY

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

APPLICANT AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE APPLICANT IS PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE APPLICANT WITHOUT SAID TERM. APPLICANT RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT, BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO APPLICANT, DOES NOT INTEND FOR APPLICANT TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF APPLICANT DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND APPLICANT DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, APPLICANT MAY

REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

APPLICANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGE