CITY OF BOULDER
PLANNING BOARD MEETING AGENDA
DATE:
October 27, 2026
TIME: 6:00 PM
PLACE: Hybrid Meeting

1. **CALL TO ORDER**

2. **PUBLIC PARTICIPATION**

3. **APPROVAL OF MINUTES**

4. **CALL UP ITEMS**
   A. **Call Up Item**: Site Review for redevelopment of the property at 965 Broadway with a new, 17,000 square foot, three-story multi-family residential building to include twelve for-rent student housing units comprised of four- and five-bedroom units.

5. **PUBLIC HEARING ITEMS**

   A. **AGENDA TITLE**: Concept Plan Review and Comment for the redevelopment of a lot at 2885 E Aurora with new residential. The proposal includes 150 total dwelling units consisting of 1-, 2-, 3-, and 4-bedroom units and below-grade parking. The building is proposed to be up to 5 stories and 55 feet in height. Reviewed under case no. LUR2026-00055.

   B. **AGENDA TITLE:** Public hearing and consideration of a Boulder Valley Comprehensive Plan (BVCP) land use map designation change associated with the annexation of two properties totaling 5.4 acres and located at 1275 Cherryvale Rd. and 5995 McSorley Ln. from Rural Lands to Neighborhood 1 (case no. LUR2025-00049).

6. **MATTERS FROM THE PLANNING BOARD, PLANNING DIRECTOR, AND CITY ATTORNEY**

7. **DEBRIEF MEETING/CALENDAR CHECK**

8. **ADJOURNMENT**

CITY OF BOULDER PLANNING BOARD
VIRTUAL AND HYBRID MEETING GUIDELINES

These guidelines apply to electronic meetings and hybrid meetings. Hybrid meetings permit simultaneous in-person and electronic participation.

CALL TO ORDER
The Board must have a quorum (four members present) before the meeting can be called to order.

AGENDA
The Board may rearrange the order of the agenda or delete items for good cause. The Board may not add items requiring public notice.

PUBLIC PARTICIPATION
The public is welcome to address the Board (3 minutes* maximum per speaker) during the Public Participation portion of the meeting regarding any item not scheduled for a public hearing. The only items scheduled for a public hearing are those listed under the category PUBLIC HEARING ITEMS on the Agenda. **Any exhibits introduced into the record must be provided to the Board Secretary for distribution to the Board and admission into the record via email 24 hours prior to the scheduled meeting time**.

DISCUSSION AND STUDY SESSION ITEMS
Discussion and study session items do not require motions of approval or recommendation.

PUBLIC HEARING ITEMS
A Public Hearing item requires a motion and a vote. The general format for hearing of an action item is as follows:

1. Presentations

- Staff presentation (10 minutes maximum*).
- Applicant presentation (15-minute maximum*). Any exhibits introduced into the record at this time must be provided to the Board Secretary by email, no later than 24 hours prior to the scheduled meeting time, for distribution to the Board and admission into the record.
- Planning Board questioning of staff or applicant for information only.

2. Public Hearing

Each speaker will be allowed an oral presentation of up to three minutes*. Three or more people may pool their allotted time so one speaker can speak for five minutes*. To pool time, all the people pooling time must be present in-person in the physical meeting room or present electronically when the spokesperson is called to speak. Speakers with pooled time must identify the people they are pooling time with by first and last name when called upon to speak, so they can be called upon to confirm their presence and willingness to pool their speaking time.

- Speakers should introduce themselves, giving name and address. If officially representing a person, entity, group, homeowners' association, etc., please state that for the record as well.
- The board requests that, prior to offering testimony, the speaker disclose any financial or business relationship with the applicant, the project, or neighbors. This includes any paid compensation. It would also be helpful if the speaker disclosed any membership or affiliation that would affect their testimony.
- Speakers are requested not to repeat items addressed by previous speakers other than to express points of agreement or disagreement. Refrain from reading long documents and summarize comments wherever possible. Documents and other physical evidence must be submitted via email 24 hours prior to the scheduled meeting to become a part of the official record.
- Speakers should address the applicable Land Use Code criteria and, if possible, reference the criteria that the Board uses to decide a case.
- Any exhibits intended to be introduced into the record at the hearing must be emailed to the Secretary for distribution to the Board and admission into the record **24 hours prior to the meeting**.
- Citizens can email correspondence to the Planning Board and staff at boulderplanningboard@bouldercolorado.gov, up to **24 hours prior to the Planning Board meeting**, to be included as a part of the record.
- Applicants under Title 9, B.R.C. 1981, will be provided the opportunity to speak for up to 3 minutes* prior to the close of the public hearing. The board chair may allow additional time.

3. Board Action

- Board motion. Motions may take any number of forms. With regard to a specific development proposal, the motion generally is to either approve the project (with or without conditions), to deny it, or to continue the matter to a date certain (generally in order to obtain additional information).
- Board discussion. This is undertaken entirely by members of the Board. The applicant, members of the public or city staff participate only if called upon by the Chair.
- Board action (the vote). An affirmative vote of at least four members of the Board is required to pass a motion approving any action. If the vote taken results in either a tie, a vote of three to two, or a vote of three to one in favor of approval, the applicant shall be automatically allowed a rehearing upon requesting the same in writing within seven days.

MATTERS FROM THE PLANNING BOARD, DIRECTOR, AND CITY ATTORNEY
Any Planning Board member, the Planning Director, or the City Attorney may introduce before the Board matters which are not included in the formal agenda.

ADJOURNMENT
The Board's goal is that regular meetings adjourn by 10:30 p.m. and that study sessions adjourn by 10:00 p.m. New agenda items will generally not

be commenced after 10:00 p.m.

VIRTUAL MEETINGS
For Virtual Meeting Guidelines, refer to https://bouldercolorado.gov/government/board-commission/planning-board page for the approved Planning Board Participation Rule for Electronic and Hybrid Hearings.

*The Chair may lengthen or shorten the time allotted as appropriate. If the allotted time is exceeded, the Chair may request that the speaker conclude his or her comments

Accessibility Notice:

The City of Boulder has provided this information as a public service and offers no guarantees or warranties, expressed or implied, as to the accuracy and/or completeness of the information contained herein. The City of Boulder makes no warranties about the information provided by a third party, to the fullest extent permitted by applicable law.

Since the document is provided by a third party, and contains complex information, this document may not be accessible for all users of assistive technology. For alternate formats or accommodations, please visit Accessibility | City of Boulder or contact accessibility@bouldercolorado.gov.

MEMORANDUM

TO:	Planning Board
FROM:	Chandler Van Schaack, Case Manager
DATE:	October 27, 2026
SUBJECT:	**Call Up Item:** Site Review for redevelopment of the property at 965 Broadway with a new, 17,000 square foot, three-story multi-family residential building to include twelve for-rent student housing units comprised of four- and five-bedroom units.
ADDRESS:	965 Broadway
PROJECT NAME:	965 Broadway
CASE NO:	LUR2024-00033

Provided as **Attachment A** is the Notice of Disposition of Approval for the above-referenced Site Review application to redevelop the 18,118 sq. ft. (0.41-acre) site at 965 Broadway with a new, 17,000 square foot, three-story multi-family residential building to include twelve for-rent student housing units comprised of four- and five-bedroom units. Setback modifications are being requested to allow for a 2-foot 6-inch interior side yard setback where 10 feet would otherwise be required and a 15-foot minimum combined side yard setback where 20 feet would otherwise be required.

The project was reviewed as a Site Review subject to the review criteria under the Land Use Code Subsection 9-2-14(h), B.R.C. 1981 (refer to **Attachment B)**. The project plans are provided in **Attachment C.** Per Section 9-4-2, B.R.C 1981, Site Reviews are subject to call up by the Planning Board. Planning Board may call up the decision on or before **November 02, 2026**. Please direct any clarifying questions during the call up period to the case manager, Chandler Van Schaack, at vanschaackc@bouldercolorado.gov.

Background.
As shown below in **Figure 1**, the 0.41-acre 965 Broadway site is located on the northwest corner of 17th Street and Broadway in the University Hill neighborhood.

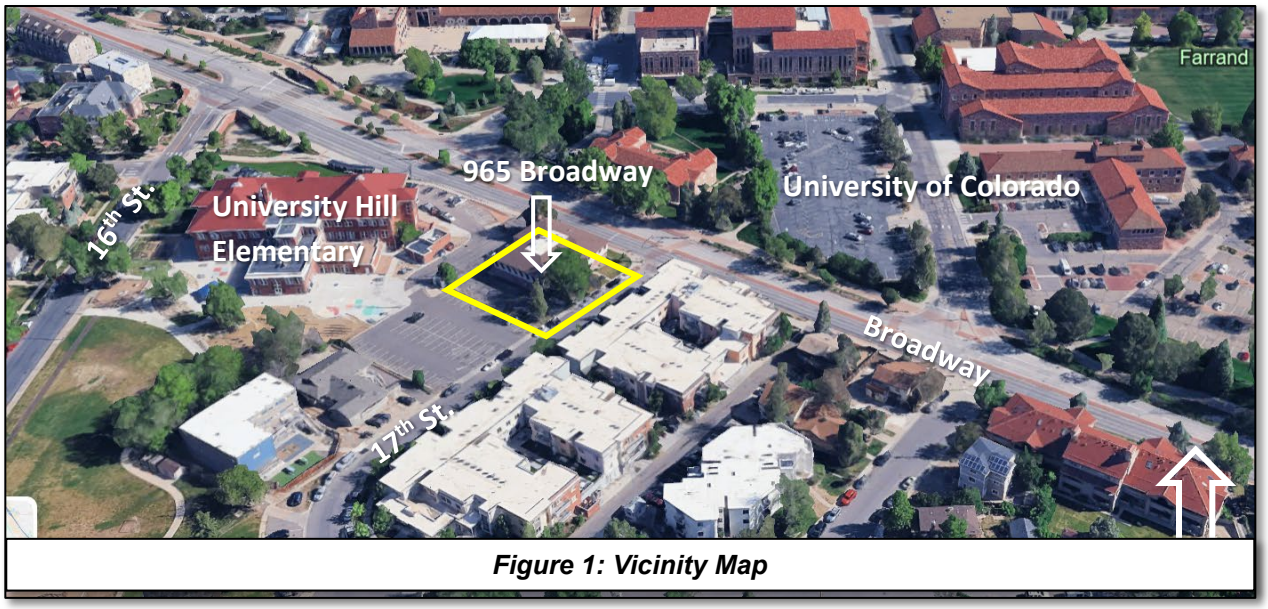


Figure 1: Vicinity Map

The site sits adjacent to the University Hill Elementary School to the northwest and immediately across Broadway from the University of Colorado (CU) campus. An existing signalized pedestrian crosswalk connects the southeast corner of the site across Broadway to the multi-use path running adjacent to the CU campus. To the southeast across 17th Street is the three-story Saga Boulder student housing complex. The subject property currently has a two-story, 5,605 sq. ft. brick and stucco building with surface parking (Citipointe Church). The sites in the immediate vicinity south and east of the project site are generally developed with high density student housing. Further to the south and west, across Aurora Ave. and 16th Street, respectively, are medium and low-density residential areas with a mix of building types.

Zoning.
As shown in **Figure 2**, the zoning on the site is Residential – High 5 (RH-5). The RH-5 zone district is described in Chapter 9-5 of the Land Use Code as "*[h]igh density residential areas primarily used for a variety of types of attached residential units, including without limitation, apartment buildings, and where complementary uses may be allowed*." Across Broadway, the University of Colorado campus is zoned P (Public), and the RH-5 area in which the project site is located is bordered to the west and south by RL-1 and RM-2 zoning, respectively.

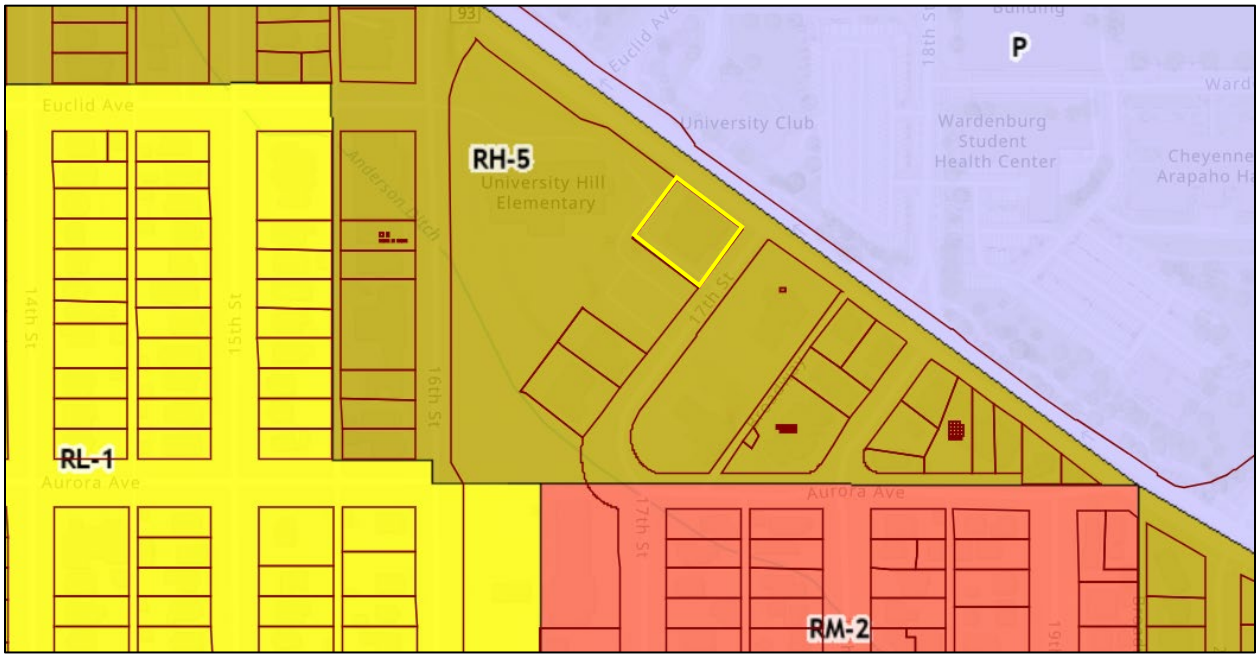


Figure 2: Zoning Map

BVCP Land Use Designation: The Site Review criteria of Subsection 9-2-14(h), B.R.C. 1981, require that the proposed project is consistent with the Boulder Valley Comprehensive Plan (BVCP) land use map and, on balance, with the goals and policies of the BVCP, particularly those that address the built environment. As shown in **Figure 3**, the 2025 BVCP land use designation for the site is Neighborhood 2 (NBHD-2). The 2025 BVCP describes the Neighborhood 2 Land Use as follows:

What it is:
Neighborhood 2 areas are primarily residential neighborhoods that feature a mix of denser housing types and larger buildings. Thoughtfully integrated commercial and other non-residential uses are generally concentrated near transit services.

Why it matters: Neighborhood 2 provides opportunities for more people to live close to jobs, schools, parks, shops and mobility options. The additional density in these neighborhoods supports vibrant businesses and community spaces, supports the development of a robust transit network and fosters walkable urban neighborhoods."



Primary uses include Residential - Attached Unit; Multi-Unit; and Group Living. In terms of urban design, the BVCP lists the following characteristics:

- *Residential and mixed-use buildings are generally medium or high in intensity and scale.*
- *Building forms accommodate up to five stories and create a high-quality urban street frontage.*
- *Overall site design emphasizes efficient land use while maintaining a comfortable, pedestrian scale through thoughtful building design, gathering spaces, natural infrastructure and streetscape amenities.*
- *Structures may occupy larger portions of their lots, with limited setbacks, and shared open spaces such as courtyards, playgrounds, plazas or green spaces.*

In terms of mobility, the BVCP lists the following characteristics:

- *Neighborhood 2 offers a more urban mobility experience where sidewalks, bicycle facilities, and transit-supportive infrastructure are integral to the street network.*
- *These neighborhoods prioritize safe multimodal access to homes, jobs and other local destinations, making it easy to connect without relying on a car.*
- *Curbsides may be actively managed, balancing parking with space for transit, bicycle facilities, micromobility, and deliveries to support the higher density and mix of uses.*
- *If off-street parking is provided, unbundled, structured, underground and shared is preferred.*

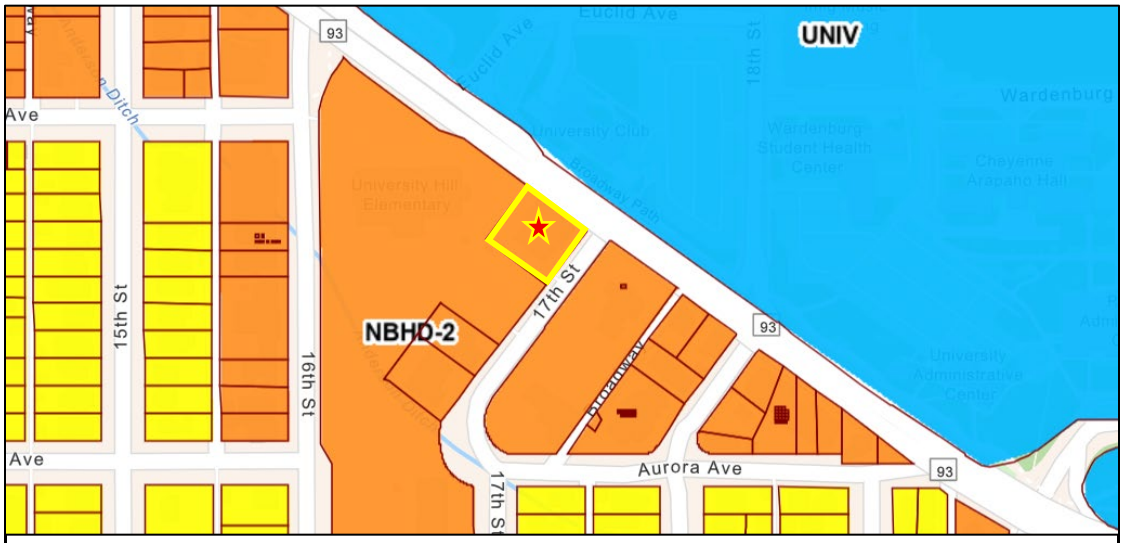


Figure 3: BVCP Land Use Map

Project Proposal.
The proposed project would entail demolition of the existing building on the site and redevelopment of the site with a new, three-story, 35-foot tall, 16,968 sq. ft. student housing building containing 12 units split between four- and five-bedroom layouts. 18 surface parking spaces are proposed to the southwest of the building with access to the site and parking area taken from 17th Street. A small enclosure behind the building will include trash and recycling and 20 long-term bike parking spaces. Six short-term bike parking spaces are located at the southwest corner of the building. The proposed project complies with all RH-5 zoning requirements with the exception of setbacks. Setback modifications are being requested to allow for a 2-foot 6-inch interior side yard setback where 10 feet would otherwise be required and a 15-foot minimum combined side yard setback where 20 feet would otherwise be required. The project will preserve and enhance the existing connection to the multi-use path across Broadway via a new detached sidewalk that increases the existing landscape buffer along Broadway, as well as a new detached sidewalk with new street trees along 17th Street. See **Figure 4** below for the Site Plan.

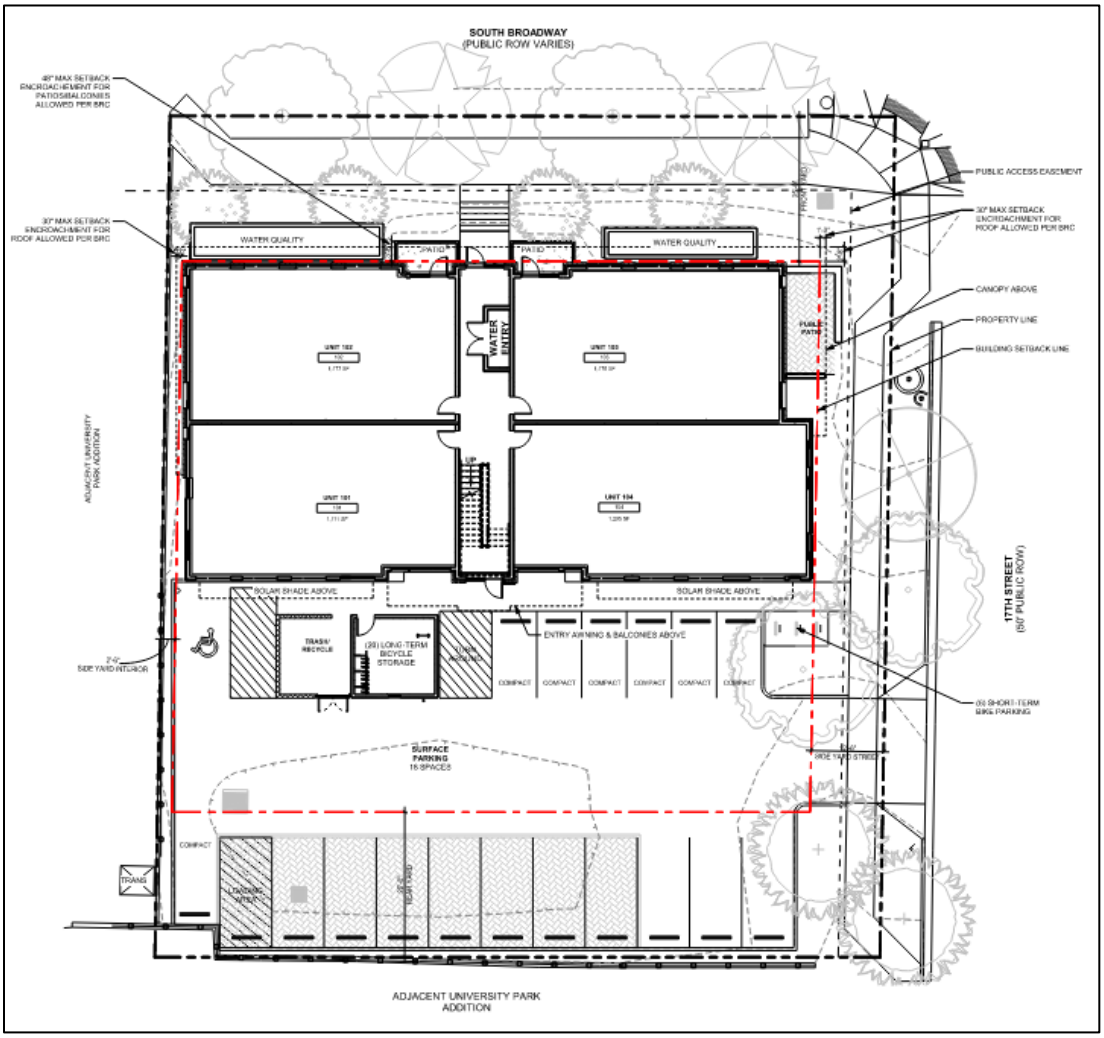


Figure 4: Site Plan

Architectural Style/Materiality
The proposed building will be clad in masonry facing Broadway with light-colored masonry on the upper two levels and dark masonry on the ground level. The corner of 17th Street and Broadway will be marked by a seating area, a lower canopy element, lighting, and an area for a future mural. Two building entries mark

points of interest on the facades, one facing Broadway and the other facing the parking area. The windows along the ground floor are larger than those on the levels above to provide more transparency at the pedestrian level. All units except the ground floor units facing the parking area have private balconies. See **Figures 5 and 6** below for building elevations and renderings.



Figure 5: Building Elevations





Figure 6: Building renderings looking northwest from Broadway (top) and southeast from parking area (bottom)

Review Process. The proposal is undergoing voluntary Site Review in order to request setback modifications. The project is eligible for Site Review because it includes over 7,500 square feet of floor area (Table 2-2 of Section 9-2-14, B.R.C. 1981), but does not meet the threshold for mandatory Concept Review and Site Review. Site Reviews are subject to the Site Review criteria in Subsection 9-2-14(h), B.R.C. 1981. Refer to **Attachment A** for the conditions of approval. Per Section 9-4-2, B.R.C 1981, Site Reviews are subject to call up by the Planning Board.

The applicant has also received approval of a Preliminary Plat application concurrent with the Site Review. The Preliminary Plat (LUR2024-00031) is intended to consolidate existing parcels within the project site into one lot and to extend the lot to the southwest by approximately 20 feet (the applicant has provided documentation demonstrating a transfer of land from Boulder Valley School District to the applicant for this purpose). Preliminary Plats are staff-level approvals subject to the criteria in Section 9-12-7, B.R.C. 1981.

Analysis. A Site Review application is subject to the evaluation of the project with the Site Review criteria in Subsection 9-2-14(h), B.R.C. 1981. The analysis of these criteria is found in **Attachment B**. Per Section 9-4-2, B.R.C. 1981, applications for Site Review are subject to call up by the Planning Board.

The proposal is consistent with the development standards of the Land Use Code and is consistent with the Site Review criteria. Refer to **Attachment A** for the conditions of approval. Refer to **Attachment B** for analysis of review criteria.

Public Comment. Consistent with Section 9-4-3, Public Notice Requirements, B.R.C. 1981, staff provided notification to all property owners within 600 feet of the subject location of the application. Staff has not received any comments related to this request.

Conclusion. This proposal was approved by Planning and Development Services staff on **October 19, 2026,** and the decision may be appealed by the applicant or any two interested persons or called up by two members of the Planning Board on or before **November 2, 2026**. The applicant or any two interested persons may appeal the city manager's decision pursuant to Section 9-4-4, "Appeals, Call-Ups and Public Hearings," B.R.C. 1981. Two members of the planning board may call-up an application for review pursuant to Section 9-4-4, "Appeals, Call-Ups and Public Hearings," B.R.C. 1981, on the record, at a regularly scheduled board meeting. Questions about the project or decision should be directed to Case Manager, Chandler Van Schaack at vanschaackc@bouldercolorado.gov.

Attachments.

A: Notice of Disposition
B: Analysis of Site Review Criteria
C: Applicant's Plan Set
D: Applicant's Written Statement
E: Applicant's TDM Plan
F: Preliminary Plat

City of Boulder
Planning & Development Services

CITY OF BOULDER PLANNING DEPARTMENT
NOTICE OF DISPOSITION

You are hereby advised that the following action was taken by the Planning Department based on the standards and criteria of the Land Use Code as set forth in Chapter 9-2, B.R.C. 1981, as applied to the proposed development.

DECISION:	**APPROVED WITH CONDITIONS**
PROJECT NAME:	**965 Broadway**
DESCRIPTION:	**New three-story, multi-family residential building of approximately 17,000 square feet and surface parking. Twelve for-rent, student housing dwelling units comprised of four- and five-bedroom units. Includes a new accessory structure that contains the trash/recycling area and bicycle parking.**
LOCATION:	**965 Broadway and a portion of 956 16th St.**
LEGAL DESCRIPTION:	**See Exhibit A**
APPLICANTS:	**Chris Russell, Studio Architecture; Seth Sojka, Rosa LLC**
OWNERS:	**ROSA, LLC and BOULDER VALLEY SCHOOL DISTRICT RE-2**
APPLICATION:	**Site Review (LUR2024-00033)**
ZONING:	**Residential – High 5**
CASE MANAGER:	**Chandler Van Schaack**
VESTED PROPERTY RIGHT:	**No; the owner has waived the opportunity to create such right under Section 9-2-20, B.R.C. 1981.**

APPROVED MODIFICATIONS FROM THE LAND USE CODE:

- **Section 9-7-1, *Form and Bulk Standards***, to allow for a 2-foot 6-inch interior side yard setback where 10 feet would otherwise be required and a 15-foot minimum combined side yard setback where 20 feet would otherwise be required.

FOR CONDITIONS OF APPROVAL, SEE THE FOLLOWING PAGES OF THIS DISPOSITION.

Approved On: **October 19, 2026**
Date

By: _____
Brad Mueller, Director of Planning & Development Services

This decision may be appealed to the Planning Board by filing an appeal letter with the Planning Department within two weeks of the decision date. If no such appeal is filed, the decision shall be deemed final fourteen days after the date above mentioned.

Appeal to Planning Board Expires: **November 02, 2026**

Final Approval Date: **November 03, 2026**

Physical Address
1101 Arapahoe Ave
Boulder, CO 80302

Mailing Address
PO Box 791
Boulder, CO 80306-0791

BoulderPlanDevelop.net
P: 303-441-1880
F: 303-441-4241

FOR A BUILDING PERMIT APPLICATION TO BE PROCESSED FOR THIS PROJECT, A SIGNED DEVELOPMENT AGREEMENT AND SIGNED FINAL PLANS MUST BE SUBMITTED TO THE PLANNING DEPARTMENT WITH DISPOSITION CONDITIONS AS APPROVED SHOWN ON THE FINAL PLANS. IF THE DEVELOPMENT AGREEMENT IS NOT SIGNED WITHIN NINETY (90) DAYS OF THE FINAL DECISION DATE, THE APPROVAL AUTOMATICALLY EXPIRES.

Pursuant to Section 9-2-12 of the Land Use Code (B.R.C., 1981), the Applicant must obtain applicable building permit approvals and start construction within three years from the date of final approval or in compliance with the phasing plan if one was approved. Failure to comply with the three-year rule or approved phasing plan may cause this development approval to expire.

CONDITIONS OF APPROVAL

1. The Applicant shall ensure that the **development shall be in compliance with all plans prepared by the Applicant** on September 9, 2026, and the Transportation Demand Management ("TDM") Plan dated August 14, 2024, all on file in the City of Boulder Planning Department, except to the extent that the development may be modified by the conditions of this approval.

2. Prior to building permit application, the Applicant shall submit, and obtain City Manager approval of, a Technical Document Review application for the following items:

a. **Final architectural plans**, including material samples and colors, to ensure compliance with the intent of this approval and compatibility with the surrounding area. The architectural intent shown on the plans prepared by the Applicant on September 9, 2026, is acceptable. Planning staff will review plans to assure that the architectural intent is performed.

b. A **final site plan** that includes detailed floor plans and section drawings.

c. A **final utility plan** meeting the City of Boulder Design and Construction Standards.

d. A **final storm water report and plan** meeting the City of Boulder Design and Construction Standards.

e. **Final transportation plans** meeting the City of Boulder Design and Construction Standards and Colorado Department of Transportation (CDOT) Access Code Standards for all transportation improvements. These plans must include, but are not limited to: Broadway and 17th Street plan and profile drawings, Broadway and 17th Street cross-sectional drawings, signage and striping plans in conformance with Manual on Uniform Traffic Control Devices (MUTCD) standards, transportation detail drawings, geotechnical soils report, and pavement analysis.

f. A **detailed landscape plan**, including size, quantity, and type of plants existing and proposed; type and quality of non-living landscaping materials; any site grading proposed; and any irrigation system proposed to ensure compliance with this approval and the City's landscaping requirements. Removal of trees must receive prior approval of the Planning Department. Removal of any tree in City right-of-way must also receive prior approval of the City Forester.

g. A **detailed outdoor lighting plan** showing location, size, and intensity of illumination units, indicating compliance with Section 9-9-16, B.R.C.1981.

h. A **detailed shadow analysis** to ensure compliance with the City's solar access requirements of Section 9-9-17, B.R.C. 1981.

i. An **address plat** following the city's addressing policy to create a new address.

3. Prior to a building permit application, the Applicant shall submit for and receive approval of a Technical Document Review application for a **Final Plat** and execute a subdivision agreement meeting the requirements of Chapter 9-12, "Subdivision," B.R.C. 1981, which provides, without limitation and at no cost to the City, for the following, unless otherwise approved by the City Manager:

a. The **dedication**, to the City, of all rights-of-way and easements shown on the approved plans or necessary to serve the development.

b. The **vacation** of all easements where vacation is necessary for construction of the development.

c. A **financial guarantee**, in a form acceptable to the City Manager, in an amount equal to the cost of constructing all public improvements necessary to serve the development.

d. The **construction** of all public improvements necessary to serve the development.

4. Prior to issuance of a building permit, the Applicant shall submit a **financial guarantee**, in a form acceptable to the City Manager, in an amount equal to the cost of providing eco-passes to the residents of the development for three years after the issuance of a certificate of occupancy for each dwelling unit as proposed in the Applicant's Transportation Demand Management (TDM) plan.

5. The Applicant shall be responsible for maintaining all **stormwater quality improvements and stormwater detention improvements**, including but not limited to permeable parking lot paving.

EXHIBIT A

LEGAL DESCRIPTION

PARCEL A (965 Broadway):

LOTS 1 AND 2, BLOCK 1, AND THE NORTHEASTERLY 1/2 OF LOT 3, BLOCK 1, UNIVERSITY PARK ADDITION TO BOULDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST CORNER OF SAID LOT 3;
THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERN BOUNDARY LINE OF SAID LOT 3 A DISTANCE OF 25 FEET;
THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID LOT A DISTANCE OF 125 FEET TO THE NORTHWESTERN BOUNDARY LINE OF SAID LOT;
THENCE NORTHEASTERLY ALONG THE NORTHWESTERN BOUNDARY LINE OF SAID LOT A DISTANCE OF 25 FEET;
THENCE SOUTHEASTERLY ALONG THE NORTHEASTERN BOUNDARY LINE OF SAID LOT A DISTANCE OF 125 FEET TO THE PLACE OF BEGINNING.

COUNTY OF BOULDER, STATE OF COLORADO.

AND

PARCEL B (Portion of 956 16th St):

LOT FOUR (4) AND THE SOUTH HALF OF LOT THREE (3), BLOCK ONE (1), UNIVERSITY PARK ADDITION TO THE CITY OF BOULDER, ACCORDING TO THE RECORDED PLAT THEREOF,
SAID SOUTH HALF OF LOT THREE IS MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTH CORNER OF SAID LOT AND RUNNING THENCE NORTHWESTERLY ALONG THE SOUTHWEST BOUNDARY LINE OF SAID LOT A DISTANCE OF 125 FEET TO THE WEST CORNER OF SAID LOT, AND RUNNING THENCE NORTHEASTERLY ALONG THE NORTHWESTERN BOUNDARY LINE OF SAID LOT A DISTANCE OF 25 FEET, THENCE RUNNING SOUTHEASTERLY ALONG THE CENTER LINE OF SAID LOT, AND PARALLEL WITH THE SOUTHWESTERN BOUNDARY LINE THEREOF, A DISTANCE OF 125 FEET TO THE SOUTHEASTERN BOUNDARY LINE OF SAID LOT, THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERN BOUNDARY LINE OF SAID LOT A DISTANCE OF 25 FEET TO THE PLACE OF BEGINNING.

COUNTY OF BOULDER, STATE OF COLORADO.

CRITERIA CHECKLIST AND COMMENT FORM

SITE REVIEW
SECTION 9-2-14(h)
LUR2024-00033
ADDRESS: 965 Broadway
DATE: October, 2026

CRITERIA APPLICABLE TO ALL SITE REVIEW APPLICATIONS

(1) Boulder Valley Comprehensive Plan (BVCP) criteria*: Meets criteria*

(A) BVCP Land Use Map and Policies: *Yes*

The proposed project is consistent with the BVCP land use map and, on balance, with the goals and policies of the BVCP particularly those that address the built environment. In applying this, the approving authority shall consistently interpret and apply this criterion and consider whether a particular goal or policy is intended to be applied to individual development projects or is to guide city policy decisions, such as regulatory actions. The BVCP does not prioritize goals and policies, and no project must satisfy one particular goal or policy or all of them.

Staff Response:

Click or tap here to enter text.*The BVCP land use designation for the site is Neighborhood 2. Per the recently adopted 2025 Boulder Valley Comprehensive Plan Major Update,*

> *"Neighborhood 2 areas are primarily residential neighborhoods that feature a mix of denser housing types and larger buildings. Thoughtfully integrated commercial and other non-residential uses are generally concentrated near transit services.*
>
> *Neighborhood 2 provides opportunities for more people to live close to jobs, schools, parks, shops and mobility options. The additional density in these neighborhoods supports vibrant businesses and community spaces, supports the development of a robust transit network and fosters walkable urban neighborhoods."*

Primary uses include Residential - Attached Unit; Multi-Unit; and Group Living. In terms of urban design, the BVCP lists the following characteristics:

- *Residential and mixed-use buildings are generally medium or high in intensity and scale*
- *Building forms accommodate up to 5 stories and create a high-quality urban street frontage.*
- *Overall site design emphasizes efficient land use while maintaining a comfortable, pedestrian scale through thoughtful building design, gathering spaces, natural infrastructure and streetscape amenities.*
- *Structures may occupy larger portions of their lots, with limited setbacks, and shared open spaces such as courtyards, playgrounds, plazas or green spaces.*

In terms of mobility, the BVCP lists the following characteristics:

- *Neighborhood 2 offers a more urban mobility experience, where sidewalks, bicycle Facilities, and trans it-supportive infrastructure are integral to the street network.*
- *These neighborhoods prioritize safe multimodal access to homes, jobs and other local destinations, making it easy to connect without relying on a car.*

- *Curbsides may be actively managed, balancing parking with space for transit, bicycle facilities, micromobility, and deliveries to support the higher density and mix of uses.*
- *If off-street parking is provided, unbundled, structured, underground and shared is preferred.*

The proposed project is consistent with a number of the Neighborhood 2 characteristics listed above. The project provides high density attached residential units in a location that is close to jobs, schools, parks, shops and mobility options. The building form is 3 stories and creates a high-quality urban street frontage. Overall site design emphasizes efficient land use while maintaining a comfortable, pedestrian scale through thoughtful building design and multi-modal connections. The project prioritizes safe multimodal access to the site from surrounding points via an existing signalized crosswalk connecting to the Broadway multi-use path and new detached sidewalks along Broadway and 17th Street. Multi-modal accessibility is further encouraged by ample bike parking, proximity to bus stops along Broadway, and the site's close proximity to the University of Colorado campus.

The proposed project is also consistent with several of the policies and goals of the BVCP. Chapter 3 of the 2026 BVCP states: "The policies are not prioritized and no one policy or set of policies must be satisfied by any one action, ordinance, regulation, development application or program. There are inherent competing values among the policies that require careful analysis and consideration of tradeoffs when implementing the plan in various ways."

The project is consistent with the following Policies and Goals from the current BVCP Update:

Policy 24. Community Character and Evolution

The city works with the community to shape how different areas evolve over time in varying ways and degrees. Change across the community will contribute to the unique and authentic character of different areas while supporting citywide goals.

26. Compact Urban Form

The city and county work together to ensure urban development is focused within Area 1-Urban Lands to utilize existing urban services, maintain a clear boundary between urban and rural areas and avoid patterns of leapfrog, noncontiguous, scattered development within the Boulder Valley. The city encourages redevelopment and infill within municipal boundaries alongside consideration of managed expansion of the Service Area, as allowed by Area 2-Urban Edge and the Area 3-Planning Reserve, to create a compact city and prevent the negative consequences of urban sprawl.

The proposed project would allow for a high-density infill redevelopment project to be constructed in an Area 1 location with existing urban services, close to the university and in close proximity to a variety of multimodal transportation options.

27. Integrated Land Use and Transportation

The city aligns land use and transportation planning to integrate a variety of neighborhoods with a range of uses into a well-connected, safe, local and regional network of mobility choices. The city supports higher activity near multimodal corridors and transit centers that provide enhanced mobility choices and facilities. The city and county collaborate on transit investments and improvements so that local and regional transit systems are well integrated.

The proposed project would allow for a high density student housing project to be constructed in a location that is already tied to the CU campus via an existing signalized crosswalk and is located close to local and regional mobility choices.

29. 15-Minute Neighborhoods

The city encourages the evolution of "15-minute neighborhoods." 15-minute neighborhoods are diverse, inclusive and connected areas in which services and amenities are easily and equitably accessible within 15 minutes from home for pedestrians of all abilities. The city encourages improvements that can enhance access to services and amenities, especially in areas that are currently underserved.

The site is adjacent to major bus routes and the Broadway multi-use path. He site is a one minute walk from the CU campus and is within a 15-minute walk to both the University Hill area and the Basemar shopping center.

37. Design Excellence for all Projects

The city expects urban development and public places to be designed and built to achieve high standards of excellence. New public and private projects should respond to and enhance Boulder's unique sense of place, including its natural resources and ecosystems, architectural character and significant historic and cultural resources.

The proposed project would allow for the redevelopment of the site in a way that responds to the existing sense of place, architectural character, and natural and historic resources while providing high density student housing within the context of a 15-minute neighborhood. As mentioned above, the materials used in the project are hiqh quality, and the applicant has given thoughtful consideration to the design of the site and building.

(B) Subcommunity and Area Plans or Design Guidelines: *N/A*

If the project is subject to an adopted subcommunity or area plan or adopted design guidelines, the project is generally consistent with the applicable plan and guidelines.

Staff Response:

N/A; the site is not subject to any area plans or design guidelines.

(C) Reducing Greenhouse Gas Emissions: *N/A*

Any new commercial building greater than 30,000 square feet in floor area and any 30,000 square feet or greater addition to a commercial building shall either have a net site energy usage index (EUI) of zero or is designed to achieve a net site EUI that is 10 percent lower than required under the City of Boulder Energy Conservation Code. It shall be a condition of approval that the applicant demonstrate compliance with this criterion at time of building permit. For the purpose of this requirement, "commercial building" shall have the meaning defined in the City of Boulder Energy Conservation Code.

Staff Response:

(D) Urban Edge Design: *N/A*

If the project is located within the urbanizing areas along the boundaries between Area I and Area II or III of the BVCP, the building and site design provide for a well-defined urban edge, and, if, in addition, the project is located on a major street shown in Appendix A of this title, the buildings and site design establish a sense of entry and arrival to the city by creating a defined urban edge through site and building design elements visible upon entry to the city.

Staff Response:

N/A;. The project is located completely within Area 1 and not along the boundaries described above.

(E) Historic or Cultural Resources: *N/A*

If present, the project protects significant historic and cultural resources. The approving authority may require application and good faith pursuit of local landmark designation.

Staff Response:

(F) Housing Diversity and Bedroom Unit Types: *Yes*

Except in the RR, RE and RL-1 zoning districts, projects that are more than 50 percent residential by measure of floor area, not counting enclosed parking areas, meet the following housing and bedroom unit type requirements in (i) through (vi). For the purposes of this subparagraph, qualifying housing type shall mean duplexes, attached dwelling units, townhouses, live-work units, or efficiency living units, and bedroom type shall mean studios or units with different numbers of bedrooms such as one-bedroom units and two-bedroom units.

Staff Response:

The project meets the requirements of subsections (i) below. The project is 0.41 acres and will include 12 attached residential units (4 & 5 bedrooms).

(i) Projects five acres or less shall include at least one qualifying housing type. In projects with efficiency living units, at least one additional qualifying housing type shall be provided consistent with the requirements of this paragraph; *Yes*

(ii) Projects greater than five acres shall include at least two qualifying housing types; *N/A*

(iii) Projects ten acres or more shall include at least three qualifying housing types; *N/A*

(iv) Projects greater than five acres shall include at least five dwelling units of each required qualifying housing type; *N/A*

(v) Projects with more than 20 attached dwelling units shall include at least two different bedroom types, and; *N/A*

(vi) If a project does not meet the requirements of subsections (i) through (v) above, the applicant shall demonstrate that the project fulfills another at least equivalent community need related to housing policies identified in the BVCP. *N/A*

(G) Environmental Preservation: *Yes*

Staff Response:

There are no significant surface water, wetlands, riparian areas, drainage areas, or species on the federal Endangered Species List and "Species of Special Concern in Boulder County" on the project site. Engineering review has determined that the proposed project will not have any adverse impacts to ground water.

The site grading is designed to maintain as much of the natural grade as possible. There are no below-grade building features.

(i) The project provides for the preservation of or mitigation of adverse impacts to natural features, including, without limitation, healthy long-lived trees, significant plant communities, ground and surface water, wetlands, riparian areas, drainage areas, and species on the federal Endangered Species List and "Species of Special Concern in Boulder County" designated by Boulder County and their habitat. *Yes*

(ii) Where excavation occurs, the location and design of buildings conforms to the natural contours of the land with tiered floor plates, and the site design avoids over-engineered tabling of land. Slopes greater than 50 percent should be avoided and, to the extent practicable, any such areas shall be stabilized with vegetation. *Yes*

(2) Site Design Criteria: *Meets criteria*

The project creates safe, convenient, and efficient connections for all modes of travel, promotes safe pedestrian, bicycle, and other modes of alternative travel with the goal of lowering motor vehicle miles traveled. Usable open space is arranged to be accessible; designed to be functional, encourage use, and enhance the attractiveness of the project; and meets the needs of the anticipated residents, occupants, tenants, and visitors to the project. Landscaping aesthetically enhances the project, minimizes use of water, is sustainable, and improves the quality of the environment. Operational elements are screened to mitigate negative visual impacts. In determining whether this is met, the approving agency will consider the following factors:

(A) Access, Transportation, and Mobility:

(i) The project enables or provides vehicular and pedestrian connectivity between sites consistent with adopted connections plans relative to the transportation needs and impacts of the project, including but not limited to construction of new streets, bike lanes, on-street parking, sidewalks, multi-use paths, transit stops, streetscape planting strips, and dedication of public right-of-way or public access

easements, as applicable considering the scope of the project. Where no adopted connections plan applies, the applicant shall, in good faith, and in coordination with the city manager, attempt to coordinate with adjacent property owners to establish, where practicable, reasonable and useful pedestrian connections or vehicular circulation connections, such as between parking lots on abutting properties, considering existing connections, infrastructure, and topography. *Yes*

Staff Response:

The project will preserve and enhance the existing connection to the multi-use path along Broadway via a new detached 8' multi-use sidewalk that increases the existing landscape buffer along Broadway, and the existing connection along 17th street by replacing the existing attached sidewalk with a new detached sidewalk with new street trees.

(ii) Alternatives to the automobile are promoted by incorporating site design techniques, land use patterns, and infrastructure that support and encourage walking, biking, and other alternatives to the single-occupant vehicle. *Yes*

Staff Response:

The project actively promotes alternatives to single-occupant vehicle use through its location, design, and supporting infrastructure. The site is strategically positioned adjacent to the CU Boulder campus allowing residents and visitors to meet daily needs without reliance on a car. A covered and secure long-term bicycle parking structure will be provided to make bicycle storage easy, safe, and convenient for residents. Electrical outlets will be provided in the bicycle storage area to allow for convenient use and charging of e-bikes/scooters. The sidewalks and landscaping along both Broadway and 17th will be enhanced to encourage walking and biking to the nearby University and University Hill district.

The project also offers direct access to nearby bus stops, supporting frequent and reliable transit use. On-site, ample secure bicycle storage is provided to encourage cycling as a primary mode of transportation. Together, these features create a walkable, transit-oriented environment that reduces dependence on the automobile and supports the city's multimodal transportation goals.

(iii) A transportation demand management (TDM) plan will be complied with including methods that result in a significant shift away from single-occupant vehicle use to alternate modes. *Yes*

Staff Response:

A TDM Plan has been provided. The TDM strategies include orientation packets, monitoring and evaluation, pedestrian and bike improvements, participation in the NECO Pass program, a $150 annual alternative transportation subsidy, and unbundled and managed parking. These strategies are aligned with the City of Boulder's TDM framework. Specific elements are described in detail in the attached TDM Plan (Attachment E).

(iv) Streets, bikeways, pedestrian ways, trails, open space, buildings, and parking areas are designed and located to optimize safety of all modes and provide connectivity and functional permeability through the site. *Yes*

Staff Response:

Safety: There is a single vehicular access point off 17th Street. An existing signalized crosswalk connects the adjacent sidewalk to the Broadway multi-use path running adjacent to the CU campus. The project will provide new detached sidewalks with landscape strips along both Broadway and 17th St., thereby making travel to and from the crosswalk safer than the current condition and providing functional permeability through the site.

(v) The design of vehicular circulation and parking areas make efficient use of the land and minimize the amount of pavement necessary to meet the circulation and parking needs of the project. *Yes*

Staff Response:

The parking area makes efficient use of the land and minimize the amount of pavement necessary to meet the circulation and parking needs of the project. The number of compact spaces has been maximized to the allowable percentage per code to reduce the pavement necessary.

(vi) Where practicable and needed in the area and subject to coordination with the city manager, the project provides curbside parking or loading or both consistent with city policies on curbside management. *Yes*

Staff Response:

A full-size loading space is proposed within the parking area.

(B) Open Space:

(i) Useable open space is arranged to be accessible and designed to encourage use by incorporating quality landscaping, a mixture of sun and shade, hardscape areas and green spaces for gathering. *Yes*

Staff Response:

Criterion met. There will be a small patio at the SE corner of the building, and ten units will have private balconies. The property will be fully landscaped and will include only water conserving plants and rain gardens. Small lawn areas will be located adjacent to both Broadway and 17th Street.

(ii) The open space will meet the needs of the anticipated residents, occupants, tenants, and visitors of the property. In mixed-use projects, the open space provides for a balance of private and common areas for the residential uses and includes common open space that is available for use by residents of the residential uses and their visitors and by tenants, occupants, customers, and visitors of the non-residential uses. *Yes*

Staff Response:

The open space provided meets the needs of the residents and visitors of the property. Exterior balconies are provided for most of the dwelling units. Most of the balconies are located below a balcony above, which provides them with shade to make them more usable and enjoyable. The small patio at the SE corner of the building will be accessible to all residents and guests..

(iii) If the project includes more than 50 dwelling units, including the addition of units that causes a project to exceed this threshold, and is more than one mile walking distance to a public park with any of the amenities described herein, at least 30 percent of the required outdoor open space is designed for active recreational purposes. *N/A*

Staff Response:

Not applicable. The project does not include more than 50 dwelling units.

(iv) On-site open space is linked to adjacent public spaces, multi-use paths, city parks, or public open space if consistent with Department of Open Space and Mountain Parks or Department of Parks and Recreation plans and planning for the area, as applicable. *Yes*

Staff Response:

The project is located along Broadway, with multimodal sidewalks connecting to this property on two sides. The open space amenities of the University are immediately accessible across Broadway, and Beach Park is four blocks west of the property.

(C) Landscaping and Screening:

(i) The project exceeds the minimum landscaping requirements of Section 9-9-12, "Landscaping and Screening Standards," B.R.C. 1981, by at least fifteen percent in terms of planting quantities, includes a commensurate area to accommodate the additional plantings, and, where practical, preserves healthy long-lived trees. *Yes*

Staff Response:

All landscape standards are either met or exceeded. Screening of the proposed parking lot to the North will be via a new solid fence, and the existing BVSD fence on the south will be extended to screen the entirety of the proposed parking lot. Required plant materials will be exceeded by the required 15% excess.

(ii) The landscaping design includes a variety of plants providing a variety of colors and contrasts in terms of texture and seasonality and high-quality hard surface materials, such as stone, flagstone, porous pavers, and decorative concrete. *Yes*

Staff Response:

The landscape on the property is designed for year-round interest and color and includes a variety of plants. A variety of textures, forms, and colors are included in the landscape design. Refer to sheets L1.0 and L2.0 for plant selection and locations.

(iii) The landscaping design conserves water through use of native and adaptive plants, reduction of exotic plant materials, and landscaping within stormwater detention facilities to create bioswales or rain gardens, or other similar design strategies. *Yes*

Staff Response:

The proposed landscape design uses native and adaptive plants in compliance with the Boulder Approved Tree and Plant List and City of Boulder Landscape Manual. Rain gardens with landscaping are incorporated into the site design to treat stormwater run-off. Refer to the Sheet L1.0 for plant and tree lists, and L2.0 for plant and tree locations.

(iv) Operational elements, such as electrical transformers, trash storage and recycling areas, parking, and vehicular circulation, are screened from the public realm through design elements, such as landscaping, fencing, or placement of structures, to mitigate negative visual impacts. *Yes*

Staff Response:

The transformer has remained in the existing location furthest away from the public ROWs. An enclosure has been provided for trash and recycling, and the through the use of changes in pavement pattern and color and adjacent landscaping. The *parking lot has been screened with fences and landscape to mitigate negative visual impacts.*

(3) Building Siting and Design Criteria: *Meets criteria*

Building siting and design are consistent with the character established in any adopted plans or guidelines applicable to the site or, if none apply, are compatible with the character of the area or improves upon that character, consistent with the intent specified in this paragraph. Buildings are positioned and oriented towards the public realm to promote a safe and vibrant pedestrian experience including welcoming, well-defined entries and facades. Building exteriors are designed with a long-lasting appearance and high-quality materials. Building design is simple and to a human scale, it creates visual interest and a vibrant pedestrian experience. Building roof design contributes to a city skyline that has a variety of roof forms and heights. In determining whether this is met, the approving agency will consider the following factors:

(A) Building Siting and Public Realm Interface:

(i) New buildings and, to the extent practicable, additions to existing buildings are positioned towards the street, respecting the existing conditions or the context anticipated by adopted plans or guidelines. In urban contexts, buildings are positioned close to the property line and sidewalk along a street; whereas, in lower intensity contexts, a greater landscaped setback may be provided to match the surrounding context. *Yes*

Staff Response:

The building has been located as close to the required setbacks along Broadway and 17th Street as possible given landscaping and stormwater requirements and is oriented parallel to the streets to continue the existing adjacent urban street edges.

(ii) Wherever practical considering the scope of the project, parking areas are located behind buildings or set back further from the streetscape than the building façade. *Yes*

Staff Response:

The parking area is located behind the building and as such is not visible from Broadway.

(iii) Along the public realm, building entries are emphasized by windows and architectural features that include one or more of the following: increased level of detail, protruding or recessed elements, columns, pilasters, protruding bays, reveals, fins, ribs, balconies, cornices, eaves, increased window glazing, or changes in building materials or color. *Yes*

Staff Response:

Two building entries are proposed, one facing Broadway and the other facing the parking area. Both entries are emphasized with protruding bays, unique brick detailing above, and an architectural canopy above.

(iv) Defined entries connect the building to the public realm. Unless inconsistent with the context and building's use, along the public realm, one defined entry is provided every 50 feet. Buildings designed for residential or industrial uses may have fewer defined entries. *Yes*

Staff Response:

Two defined entries have been provided with direct visual and physical access to the adjacent public realm. One entry faces Broadway and the other faces the parking area, which connects via a pedestrian path to the adjacent sidewalk on 17th Street.

(v) If the project is adjacent to a zoning district of lower intensity in terms of allowable use, density, massing, or scale, the project is designed with an appropriate transition to the adjacent properties considering adopted subcommunity and area plans or design guidelines applicable to the site, and, if none apply, the existing development pattern. Appropriate transitions may be created through design elements such as building siting and design or open space siting and design. *N/A*

Staff Response:

Not applicable, as the site is surrounded to the north, west and south by RH-5 zoning and is adjacent to the CU campus, which is of a much higher intensity than would otherwise be allowed by City zoning.

(vi) The building's siting and relationship to the public realm is consistent with the character established in any adopted plans or guidelines applicable to the site or, if none apply, is compatible with the character of the area or improves upon that character, consistent with the intent of paragraph (3), Building Design Criteria. *Yes*

Staff Response:

The building siting and relationship to the public realm are compatible with the character of the area. The proposed setback is consistent with the RH-5 zone minimum of 25 feet, which matches adjacent buildings to the south along Broadway. The scale of the building is also consistent with adjacent three-story buildings to the north and south.

(B) Building Design:

(i) Larger floor plate buildings and projects with multiple buildings have a variety of forms and heights. *Yes*

Staff Response:

Not applicable, as the building is only 5,595 square feet in coverage.

(ii) To the extent practical considering their function, mechanical appurtenances are located within or concealed by the building. If they cannot be located within or concealed by the building, their visibility from the public realm and adjacent properties is minimized. *Yes*

Staff Response:

The HVAC condensers are in the center of the roof to minimize their visibility from the public realm as much as possible.

(iii) On each floor of the building, windows create visual interest, transparency, and a sense of connection to the public realm. In urban, pedestrian main street-built environments, it is a best practice to design at least 60 percent of each ground floor façade facing the street as window area. Otherwise, it is a best practice to design at least 20 percent of the wall on each floor of a building as window area. Blank walls along the most visible portions of the building are avoided. *Yes*

Staff Response:

The size and quantity of the windows in the facades facing the streets have been designed to balance indoor/outdoor connection, ventilation, solar heat gain, solar access, and privacy for the residents while maintaining a sense of interest and transparency along the façade while avoiding any blank walls. The windows along the ground floor are larger to emphasize the connection to the public realm and provide interest to the pedestrian experience.

(iv) Simple detailing is incorporated into the façades to create visual interest, without making the façade overly complicated. This detailing may include cornices, belt courses, reveals, alternating brick or stone patterns, expression line offsets, window lintels and sills, and offsets in window glass from surrounding materials. *Yes*

Staff Response:

The massing of the building is quite simple with only a few materials and changes in planes used. Sun shading devices are used at windows and the corner patio to add detail and interest as shadows move across the façade. Simple but impactful masonry detailing/patterning is provided in the brick façade facing Broadway, with expressed window lintels, jambs and sills. A projecting, linear canopy that stretches above the ground floor facing Broadway provides a strong base to the mass while creating shadow and interest along the façade.

(v) Balconies on buildings with attached dwelling units are integrated into the form of the building in that exterior walls partially enclose the balcony. Balcony platform undersides are finished. *Yes*

Staff Response:

The balconies and porches have been recessed into the form so that they are partially enclosed by the adjacent building mass. The underside of the balconies will be finished, refer to sheet A4.22.

(vi) The building's design, including but not limited to use of materials, color, roof forms, and style, is consistent with the character established in any adopted plans or guidelines applicable to the site or, if none apply, is compatible with the character of the area or improves upon that character, consistent with the intent of paragraph (3), Building Design Criteria. *Yes*

Staff Response:

The building's simple form and use of permanent materials is consistent with and improves upon the adjacent multifamily housing. The warm tan earth-tone color of the upper two stories facing Broadway relates to both the light-colored stone detailing of the nearby University and to the existing building that will be demolished as part of this proposal.

(C) Building Materials:

(i) Building facades are composed of high-quality, durable, human-scaled materials. High-quality materials include brick, stone, polished concrete masonry units, wood, architectural high pressure laminate panels, cementitious or composite siding, architectural metal panels, or any combination of these materials. Split-faced concrete masonry units, stucco, vinyl siding, EIFS, and unfinished o untreated wood are not considered durable, high-quality materials, but may be used on a limited basis and not on facades facing the public realm. High quality materials are focused on the ground floor facades on all sides of a building and on all floors of facades facing the public realm, and, overall, comprise the vast majority of all building facades. *Yes*

Staff Response:

The façade facing Broadway is almost completely clad in brick masonry, and that masonry wraps all three floors as it turns the corner to 17th street to the south and the BVSD alley to the north. Brick masonry is used again on the façade facing the parking area to mark the tenant entry. The majority of the façade facing the parking area is clad in vertical-seam architectural metal panels on all three floors. The use of Architectural CMU block is limited to the trash/bike shelter where durability and protection from automobiles is paramount.

(ii) Monolithic roofing membranes, like Thermoplastic Polyolefin, are not used on roof surfaces that are visible from the street level. *Yes*

Staff Response:

There are no monolithic roofing membranes visible from the street.

(iii) The number of building material types is limited, and the building materials are applied to complement the building form and function. The organization of the building materials logically expresses primary building features, such as the spatial layout, building entries, private and common spaces, anchor corners, stairwells, and elevators. *Yes*

Staff Response:

Only three primary building materials are used (brick masonry, architectural metal panels, and architectural high-pressure laminate panels), and they are used at selective locations that complement the form and function of the building. The variation in building massing and materials used at the corner of Broadway and 17th Street is used to anchor the corner, and the massing and masonry used at the building entries are used to express the entry and vertical circulation that serves the apartments.

(iv) Building cladding materials turn convex corners and continue to the inset wall. This criterion does not apply to changes that occur at an interior corner nor to detailing elements, such as cornices, belt courses, reveals, offsets in expression lines, lintels, and windowsills. Building cladding materials do not change in-plane unless there is at least a 12-inch wall offset. *Yes*

Staff Response:

At all corners, building materials turn the corner and continue to the inset wall. Building cladding materials only change in locations with at least a 12-inch wall offset.

(v) Any newly constructed building that includes residential units and is located within 200 feet of a railroad, freeway, or expressway is designed to achieve an interior day-night average noise level of no more than forty-five decibels. Noise shall be measured in a manner that is consistent with the federal Housing and Urban Development's standards in Sections 24 CFR §§ 51.100 to 51.106 for the "measure of external noise environments," or similar standard adopted by the city manager in the event that such rule is repealed. The applicant shall provide written certification prior to the issuance of a certificate of occupancy that the sound abatement and attenuation measures were incorporated in the construction and site design as recommended by a professional engineer. *N/A*

Staff Response:

N/A – more than 200 feet from a railroad, freeway, or expressway.

Site Data

Zoning Category	RH-5
Lot Size	18,118 SF (0.42 AC)

Site Summary Table			
	Required	**Permitted**	**Proposed**
Setbacks			
Min. Front Yard (Broadway)	25'	-	25'
Max. Front Yard	-	15'	0'
Min. Side Yard, Street (17th)	12.5'	-	12.5'
Min. Side Yard, Interior (Alley)	10'	-	2.5' *
Min. Side Yard, Combined	20'	N/A	15' *
Min. Rear Yard	25'	-	>25'
Min. Front Yard from a Street for Third Story	N/A	-	-
Max. FAR	1.5	-	0.94
Max. Stories	-	3	3
Max. Height	-	35'	35'
Dwelling Units	-	-	12
Min. Open Space (Non-Residential)	15%	-	N/A
Min. Open Space (Residential)	15% (2,718 SF)	-	4,684 SF
Min. Private Open Space	-	-	-

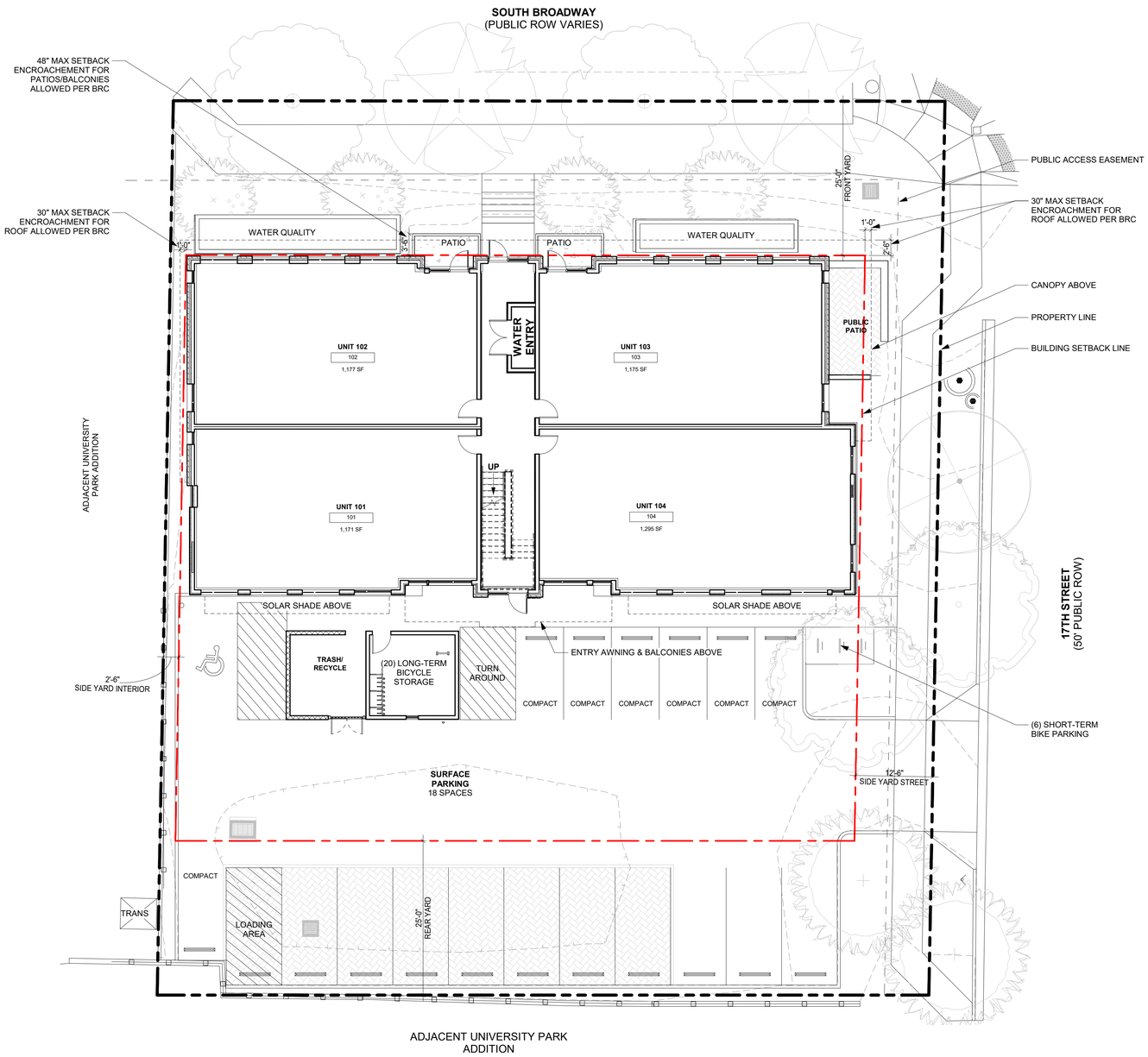
* Proposed modification through Site Review

Land Use Summary Table			
Site Area (SF)	18,118		
	Required	**Permitted**	**Proposed**
Floor Area (Residential)	N/A	N/A	16,968 SF
Lot Coverage	N/A	No Maximum	5,820 SF (32%)
Open Space	2,718 SF	No Maximum	4,684 SF
Landscape Area	N/A	No Maximum	6,386 SF
Parking Area	N/A	No Maximum	5,912 SF

Automobile Parking Summary Chart			
Residential Units	(4) four-bedroom units and (8) five-bedroom units = 12 total units		
	Required	**Permitted**	**Proposed**
Attached DU	-	-	-
Compact	-	40%	39% (7)
ADA Spaces	1	-	1
Total	-		18*

*10 Regular, 1 van-accessible space and 7 compact spaces proposed

Bicycle Parking Summary Chart			
Residential Units	12		
	Required	**Permitted**	**Proposed**
DU w/o Private Garage	24 (2 per unit)	-	26
Short-Term	6 (25%)	-	6
Long-Term	18 (75%)	-	20



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

GRAPHIC SCALE
0 10 20 30 40

TRUE NORTH

STUDIO ARCHITECTURE
3575 Ringsby Ct, Suite 310
Denver, CO 80216
theSTUDIOarchitecture.com
866.529.9130

965 BROADWAY

965 Broadway
Boulder, CO 80302

THIS GRAPHIC EQUALS 0'-1"
DO NOT SCALE DRAWINGS

STUDIO Project No:24_006_00

Sheet Issue & Revision Log

No	Date	Description
	06/14/24	SITE REVIEW
	08/14/24	SITE REVIEW REV-1
	05/06/26	SITE REVIEW REV-2
	09/09/26	SITE REVIEW REV-3

It is the client's responsibility prior to or during construction to notify the architect in writing of any perceived errors or omissions in the plans and specifications of which a contractor thoroughly knowledgeable with the building codes and methods of construction should reasonably be aware. Written instructions addressing such perceived errors or omissions shall be received from the architect prior to the client or client's subcontractors proceeding with the work. The client shall be responsible for any defects in construction if these procedures are not followed.

FOR REFERENCE ONLY

SITE DEVELOPMENT PLAN

A1.01

PLOT DATE: 5/4/2026 6:00:22 PM

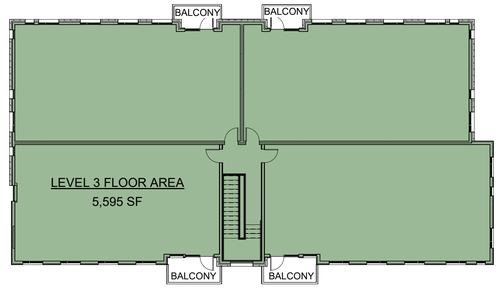
COPYRIGHT©

AREA SCHEDULE (GROSS BUILDING)

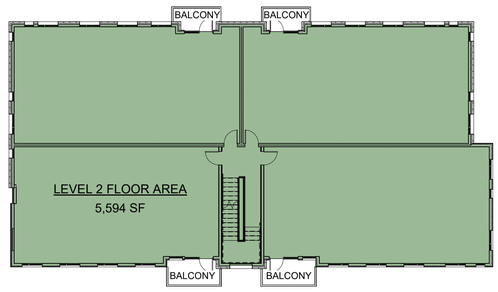
NAME	AREA	FAR
BICYCLE STORAGE	184 SF	0.01
LEVEL 1 FLOOR AREA	5,594 SF	0.31
LEVEL 2 FLOOR AREA	5,594 SF	0.31
LEVEL 3 FLOOR AREA	5,595 SF	0.31
TOTAL	16,968 SF	0.94

FLOOR AREA PER BRC

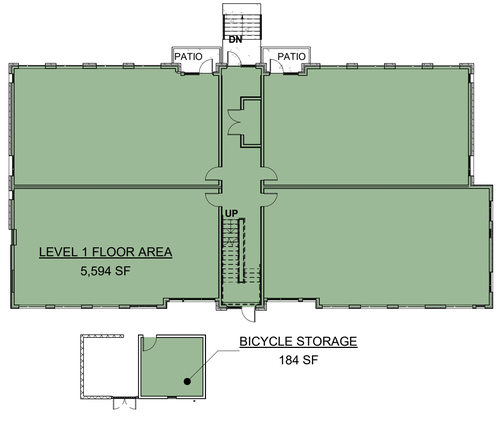
MAX. FAR = 1.5



3 LEVEL 3 PLAN
1/16" = 1'-0"



2 LEVEL 2 PLAN
1/16" = 1'-0"



1 LEVEL 1 PLAN
1/16" = 1'-0"

GRAPHIC SCALE
0 16 32 48 64

STUDIO ARCHITECTURE
3575 Ringsby Ct, Suite 310
Denver, CO 80216
theSTUDIOarchitecture.com
866.529.9130

965 BROADWAY

965 Broadway
Boulder, CO 80302

THIS GRAPHIC EQUALS 0'-1"
DO NOT SCALE DRAWINGS

STUDIO Project No:24_006_00

Sheet Issue & Revision Log

No	Date	Description
	06/14/24	SITE REVIEW
	08/14/24	SITE REVIEW REV-1
	05/06/26	SITE REVIEW REV-2
	09/09/26	SITE REVIEW REV-3

It is the client's responsibility prior to or during construction to notify the architect in writing of any perceived errors or omissions in the plans and specifications of which a contractor thoroughly knowledgeable with the building codes and methods of construction should reasonably be aware. Written instructions addressing such perceived errors or omissions shall be received from the architect prior to the client or client's subcontractors proceeding with the work. The client shall be responsible for any defects in construction if these procedures are not followed.

FOR REFERENCE ONLY

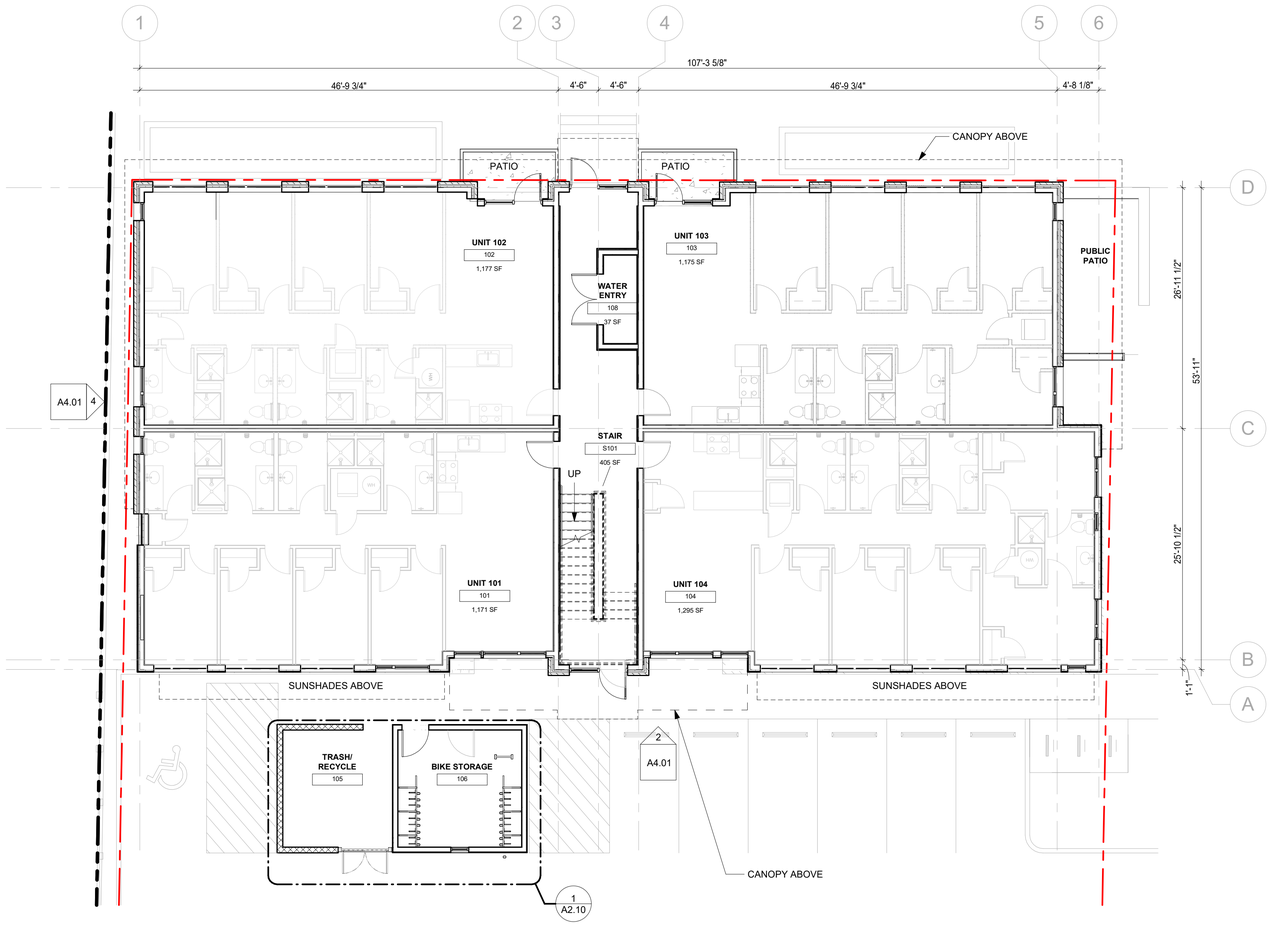
FLOOR AREA PLANS

A1.02

COPYRIGHT©

GENERAL NOTES

1. THE UPPERMOST POINT OF THE ROOFING MEMBRANE IS THE HIGHEST POINT FOR THE PURPOSES OF CALCULATING BUILDING HEIGHT PER BRC. THE PARAPET WALLS EXCEED THE HEIGHT LIMIT BY NO MORE THAN THE ALLOWABLE 18" FOR FACILITATING ROOFTOP DRAINAGE



1 CONCEPT - LEVEL 1 PLAN
1/8" = 1'-0"

GRAPHIC SCALE
0 8 16 24 32

ROSA, LLC
1130 EAST KENYON AVE
ENGLEWOOD, CO 80113
303.842.1771

STUDIO ARCHITECTURE
3575 RINGSBY CT, SUITE 310
DENVER CO, 80216
theSTUDIOarchitecture.com
866.529.9130

FOR REFERENCE ONLY

965 BROADWAY

965 Broadway
Boulder, CO 80302

0" 1" THIS GRAPHIC EQUALS 0'-1"
DO NOT SCALE DRAWINGS

STUDIO Project No:24_006_00

Sheet Issue & Revision Log

No	Date	Description
	06/14/24	SITE REVIEW
	08/14/24	SITE REVIEW REV-1
	05/06/26	SITE REVIEW REV-2
	09/09/26	SITE REVIEW REV-3

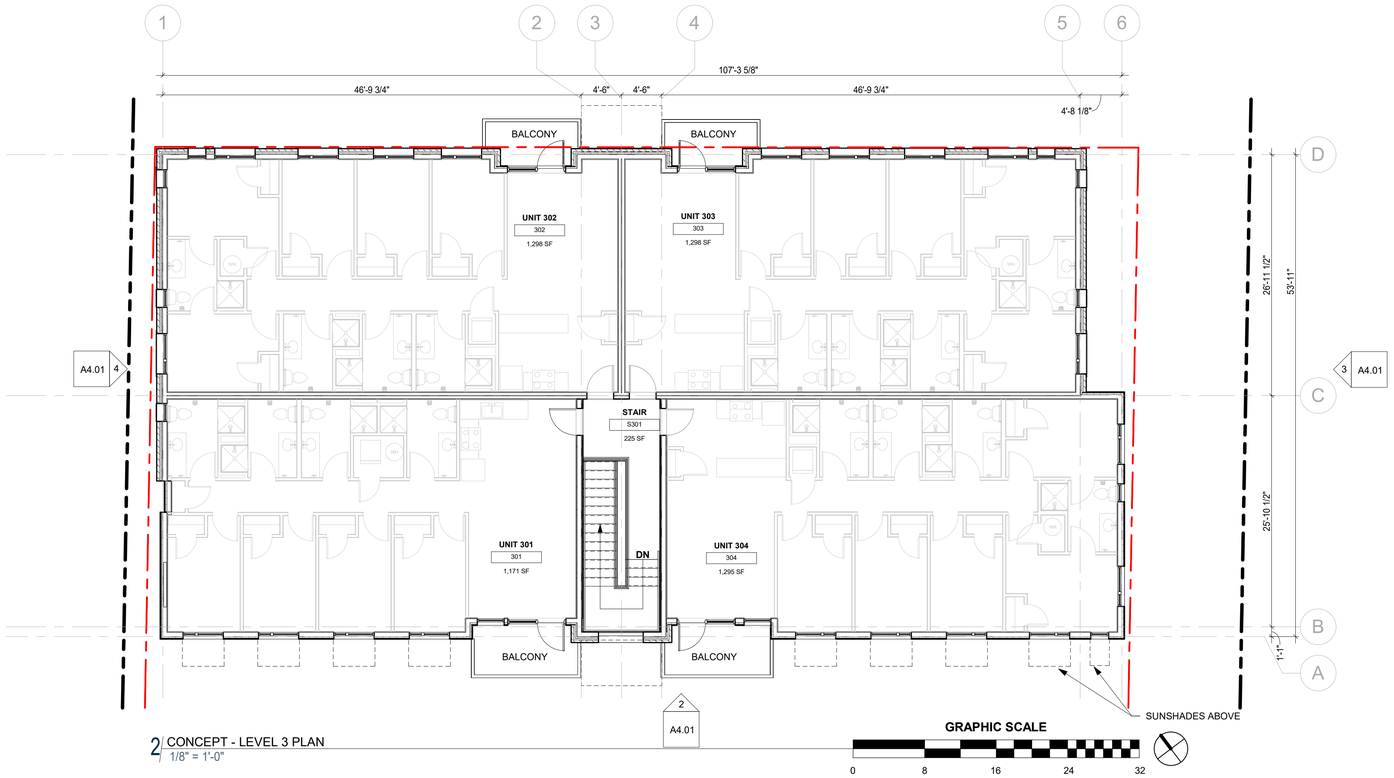
It is the client's responsibility prior to or during construction to notify the architect in writing of any perceived errors or omissions in the plans and specifications of which a contractor thoroughly knowledgeable with the building codes and methods of construction should reasonably be aware. Written instructions addressing such perceived errors or omissions shall be received from the architect prior to the client or client's subcontractors proceeding with the work. The client shall be responsible for any defects in construction if these procedures are not followed.

LEVEL 1 PLAN

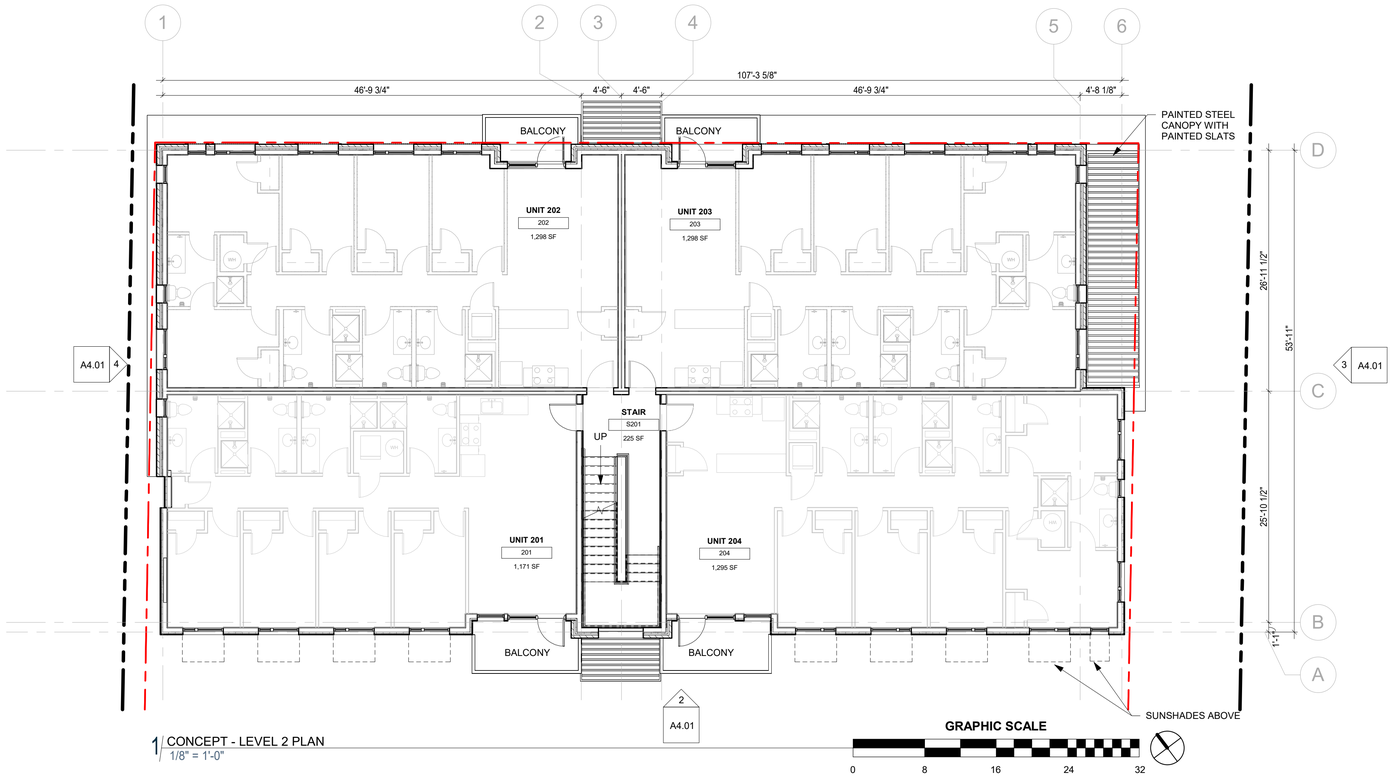
A2.00

PLOT DATE: 5/4/2026 6:00:23 PM

COPYRIGHT©



2 CONCEPT - LEVEL 3 PLAN
1/8" = 1'-0"



1 CONCEPT - LEVEL 2 PLAN
1/8" = 1'-0"

GENERAL NOTES

1. THE UPPERMOST POINT OF THE ROOFING MEMBRANE IS THE HIGHEST POINT FOR THE PURPOSES OF CALCULATING BUILDING HEIGHT PER BRC. THE PARAPET WALLS EXCEED THE HEIGHT LIMIT BY NO MORE THAN THE ALLOWABLE 18" FOR FACILITATING ROOFTOP DRAINAGE

ROSA, LLC
1130 EAST KENYON AVE
ENGLEWOOD, CO 80113
303.842.1771

STUDIO ARCHITECTURE
3575 RINGSBY CT, SUITE 310
DENVER CO, 80216
theSTUDIOarchitecture.com
866.529.9130

FOR REFERENCE ONLY

965 BROADWAY

965 Broadway
Boulder, CO 80302

0" 1" THIS GRAPHIC EQUALS 0'-1"
DO NOT SCALE DRAWINGS

STUDIO Project No:24_006_00

Sheet Issue & Revision Log

No	Date	Description
	06/14/24	SITE REVIEW
	08/14/24	SITE REVIEW REV-1
	05/06/26	SITE REVIEW REV-2
	09/09/26	SITE REVIEW REV-3

It is the client's responsibility prior to or during construction to notify the architect in writing of any perceived errors or omissions in the plans and specifications of which a contractor thoroughly knowledgeable with the building codes and methods of construction should reasonably be aware. Written instructions addressing such perceived errors or omissions shall be received from the architect prior to the client or client's subcontractors proceeding with the work. The client shall be responsible for any defects in construction if these procedures are not followed.

LEVEL 2 AND LEVEL 3 PLAN

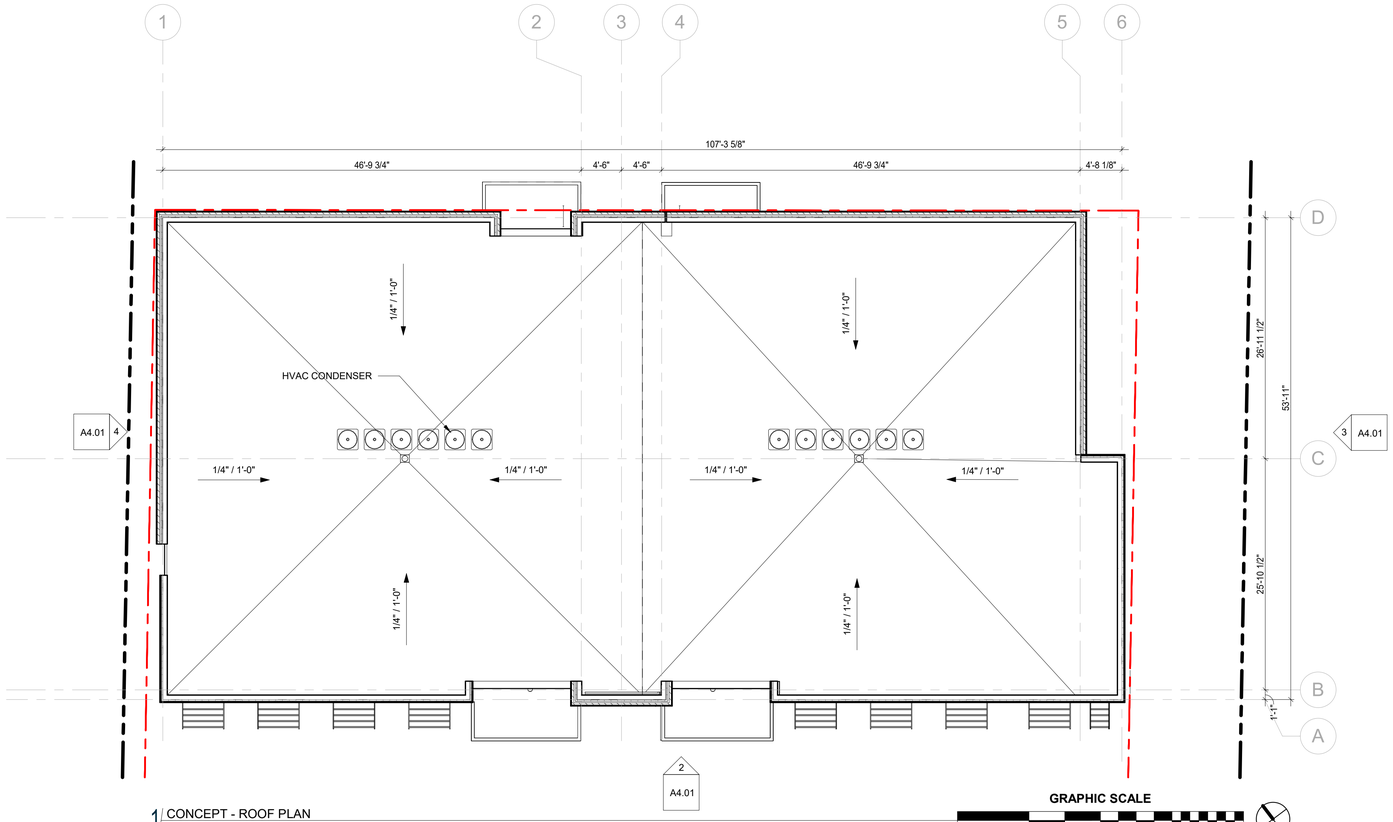
A2.01

PLOT DATE: 5/4/2026 6:00:25 PM

COPYRIGHT©

GENERAL NOTES

1. THE UPPERMOST POINT OF THE ROOFING MEMBRANE IS THE HIGHEST POINT FOR THE PURPOSES OF CALCULATING BUILDING HEIGHT PER BRC. THE PARAPET WALLS EXCEED THE HEIGHT LIMIT BY NO MORE THAN THE ALLOWABLE 18" FOR FACILITATING ROOFTOP DRAINAGE



1 CONCEPT - ROOF PLAN
1/8" = 1'-0"

GRAPHIC SCALE
0 8 16 24 32

ROSA, LLC
1130 EAST KENYON AVE
ENGLEWOOD, CO 80113
303.842.1771

STUDIO ARCHITECTURE
3575 RINGSBY CT, SUITE 310
DENVER CO, 80216
theSTUDIOarchitecture.com
866.529.9130

FOR REFERENCE ONLY

965 BROADWAY

965 Broadway
Boulder, CO 80302

0" 1" THIS GRAPHIC EQUALS 0'-1"
DO NOT SCALE DRAWINGS

STUDIO Project No:24_006_00

Sheet Issue & Revision Log

No	Date	Description
	06/14/24	SITE REVIEW
	08/14/24	SITE REVIEW REV-1
	05/06/26	SITE REVIEW REV-2
	09/09/26	SITE REVIEW REV-3

It is the client's responsibility prior to or during construction to notify the architect in writing of any perceived errors or omissions in the plans and specifications of which a contractor thoroughly knowledgeable with the building codes and methods of construction should reasonably be aware. Written instructions addressing such perceived errors or omissions shall be received from the architect prior to the client or client's subcontractors proceeding with the work. The client shall be responsible for any defects in construction if these procedures are not followed.

ROOF PLAN

A2.02

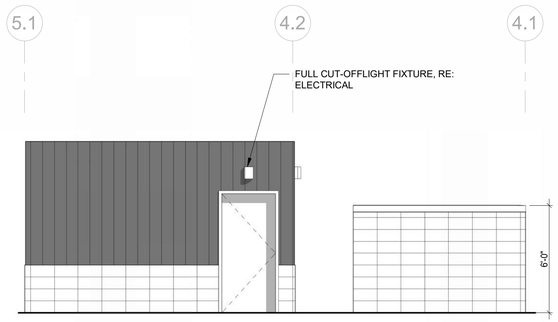
COPYRIGHT©

GENERAL NOTES

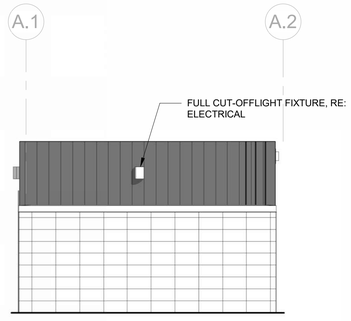
1. THE UPPERMOST POINT OF THE ROOFING MEMBRANE IS THE HIGHEST POINT FOR THE PURPOSES OF CALCULATING BUILDING HEIGHT PER BRC. THE PARAPET WALLS EXCEED THE HEIGHT LIMIT BY NO MORE THAN THE ALLOWABLE 18" FOR FACILITATING ROOFTOP DRAINAGE

ELEVATION LEGEND

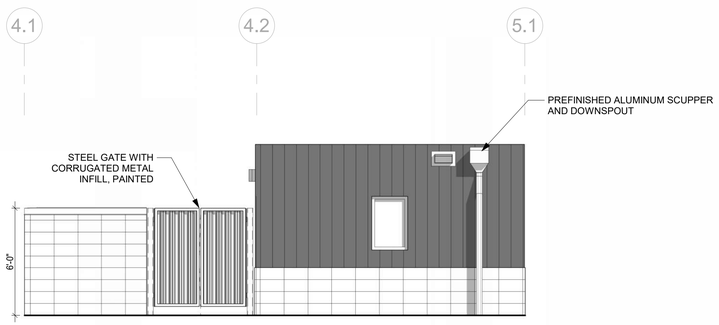
- METAL PANEL SIDING - WOOD LOOK
- METAL PANEL SIDING SYSTEM - DARK GREY
- STACKED ARCHITECTURAL CMU BLOCK
- STACKED BRICK - TAN
- STACKED BRICK - BLACK



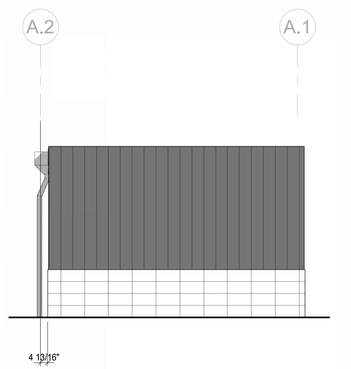
5 NORTHEAST ELEVATION
1/4" = 1'-0"



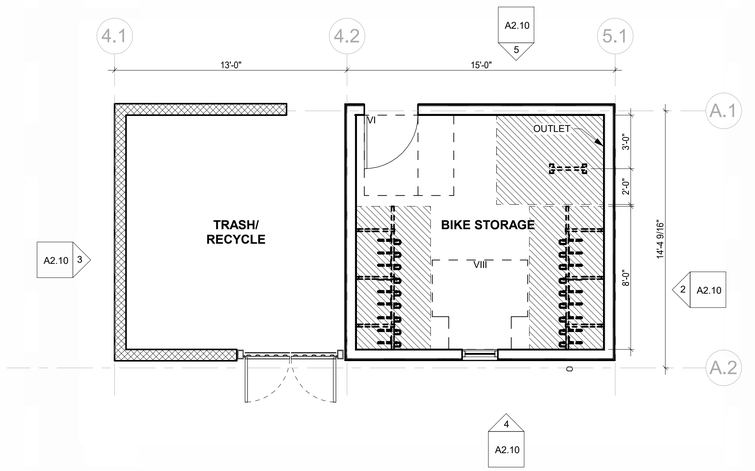
3 NORTHWEST ELEVATION
1/4" = 1'-0"



4 SOUTHWEST ELEVATION
1/4" = 1'-0"



2 SOUTHEAST ELEVATION
1/4" = 1'-0"



1 ENLARGED BIKE STORAGE PLAN
1/4" = 1'-0"

GRAPHIC SCALE
0 4 8 12 16

ROSA, LLC
1130 EAST KENYON AVE
ENGLEWOOD, CO 80113
303.842.1771

STUDIO ARCHITECTURE
3575 RINGSBY CT, SUITE 310
DENVER CO, 80216
theSTUDIOarchitecture.com
866.529.9130

FOR REFERENCE ONLY

965 BROADWAY

965 Broadway
Boulder, CO 80302

0" 1" THIS GRAPHIC EQUALS 0'-1"
DO NOT SCALE DRAWINGS

STUDIO Project No:24_006_00

Sheet Issue & Revision Log

No	Date	Description
	06/14/24	SITE REVIEW
	08/14/24	SITE REVIEW REV-1
	05/06/26	SITE REVIEW REV-2
	09/09/26	SITE REVIEW REV-3

It is the client's responsibility prior to or during construction to notify the architect in writing of any perceived errors or omissions in the plans and specifications of which a contractor thoroughly knowledgeable with the building codes and methods of construction should reasonably be aware. Written instructions addressing such perceived errors or omissions shall be received from the architect prior to the client or client's subcontractors proceeding with the work. The client shall be responsible for any defects in construction if these procedures are not followed.

TRASH ENCLOSURE AND BIKE STORAGE

A2.10

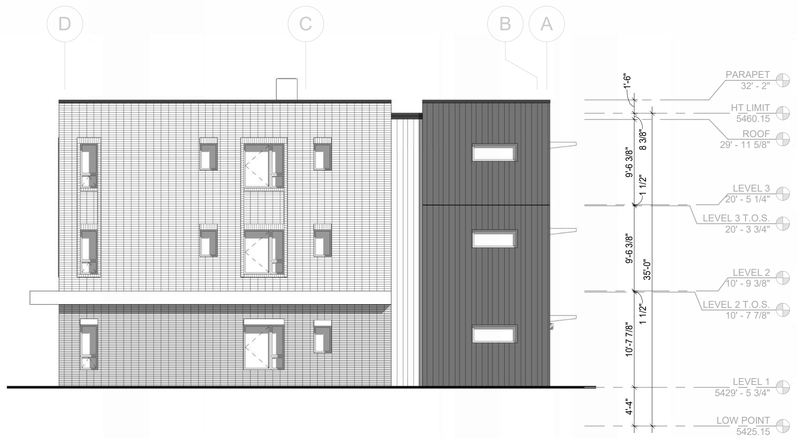
COPYRIGHT©

GENERAL NOTES

1. THE UPPERMOST POINT OF THE ROOFING MEMBRANE IS THE HIGHEST POINT FOR THE PURPOSES OF CALCULATING BUILDING HEIGHT PER BRC. THE PARAPET WALLS EXCEED THE HEIGHT LIMIT BY NO MORE THAN THE ALLOWABLE 18" FOR FACILITATING ROOFTOP DRAINAGE

ELEVATION LEGEND

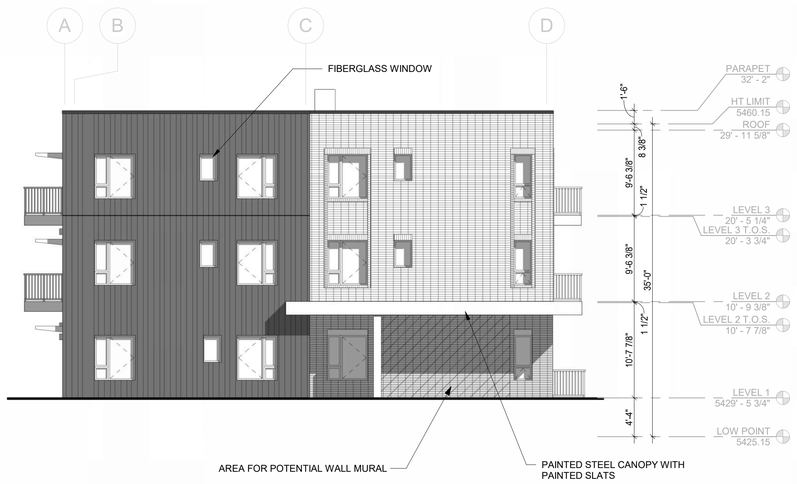
- METAL PANEL SIDING - WOOD LOOK
- METAL PANEL SIDING SYSTEM - DARK GREY
- STACKED ARCHITECTURAL CMU BLOCK
- STACKED BRICK - TAN
- STACKED BRICK - BLACK



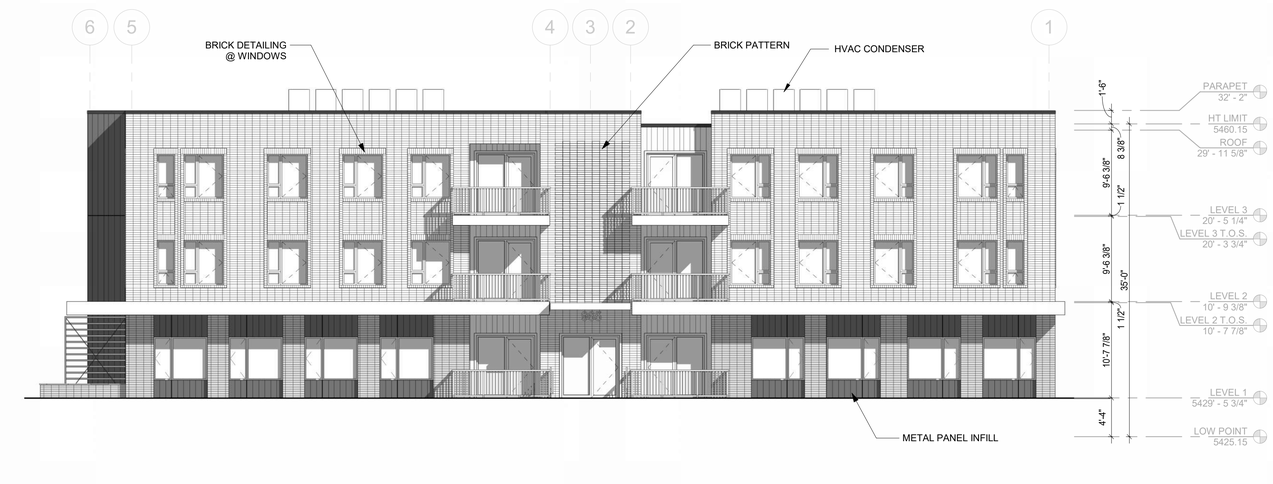
4/ NORTHWEST ELEVATION
1/8" = 1'-0"



2/ SOUTHWEST ELEVATION
1/8" = 1'-0"



3/ SOUTHEAST ELEVATION
1/8" = 1'-0"



1/ NORTHEAST ELEVATION
1/8" = 1'-0"

GRAPHIC SCALE
0 8 16 24 32

ROSA, LLC
1130 EAST KENYON AVE
ENGLEWOOD, CO 80113
303.842.1771

STUDIO ARCHITECTURE
3575 RINGSBY CT, SUITE 310
DENVER CO, 80216
theSTUDIOarchitecture.com
866.529.9130

FOR REFERENCE ONLY

965 BROADWAY

965 Broadway
Boulder, CO 80302

THIS GRAPHIC EQUALS 0'-1"
DO NOT SCALE DRAWINGS

STUDIO Project No:24_006_00

Sheet Issue & Revision Log

No	Date	Description
	06/14/24	SITE REVIEW
	08/14/24	SITE REVIEW REV-1
	05/06/26	SITE REVIEW REV-2
	09/09/26	SITE REVIEW REV-3

It is the client's responsibility prior to or during construction to notify the architect in writing of any perceived errors or omissions in the plans and specifications of which a contractor thoroughly knowledgeable with the building codes and methods of construction should reasonably be aware. Written instructions addressing such perceived errors or omissions shall be received from the architect prior to the client or client's subcontractors proceeding with the work. The client shall be responsible for any defects in construction if these procedures are not followed.

ARCHITECTURAL BUILDING ELEVATIONS

A4.01

PLOT DATE: 8/14/2024 9:34:22 AM

COPYRIGHT©

GENERAL NOTES

1. THE UPPERMOST POINT OF THE ROOFING MEMBRANE IS THE HIGHEST POINT FOR THE PURPOSES OF CALCULATING BUILDING HEIGHT PER BRC. THE PARAPET WALLS EXCEED THE HEIGHT LIMIT BY NO MORE THAN THE ALLOWABLE 18" FOR FACILITATING ROOFTOP DRAINAGE

ELEVATION LEGEND

- METAL PANEL SIDING SYSTEM - WOOD LOOK
- METAL PANEL SIDING SYSTEM - CHARCOAL
- STACKED ARCHITECTURAL CMU BLOCK
- STACKED BRICK - TAN
- STACKED BRICK - BROWN



4/ NORTHWEST ELEVATION
1/8" = 1'-0"



2/ SOUTHWEST ELEVATION
1/8" = 1'-0"



3/ SOUTHEAST ELEVATION
1/8" = 1'-0"



1/ NORTHEAST ELEVATION
1/8" = 1'-0"

GRAPHIC SCALE
0 8 16 24 32

ROSA, LLC
1130 EAST KENYON AVE
ENGLEWOOD, CO 80113
303.842.1771

STUDIO ARCHITECTURE
3575 RINGSBY CT, SUITE 310
DENVER CO, 80216
theSTUDIOarchitecture.com
866.529.9130

FOR REFERENCE ONLY

965 BROADWAY

965 Broadway
Boulder, CO 80302

THIS GRAPHIC EQUALS 0'-1"
DO NOT SCALE DRAWINGS

STUDIO Project No:24_006_00

Sheet Issue & Revision Log

No	Date	Description
	06/14/24	SITE REVIEW
	08/14/24	SITE REVIEW REV-1
	05/06/26	SITE REVIEW REV-2
	09/09/26	SITE REVIEW REV-3

It is the client's responsibility prior to or during construction to notify the architect in writing of any perceived errors or omissions in the plans and specifications of which a contractor thoroughly knowledgeable with the building codes and methods of construction should reasonably be aware. Written instructions addressing such perceived errors or omissions shall be received from the architect prior to the client or client's subcontractors proceeding with the work. The client shall be responsible for any defects in construction if these procedures are not followed.

BUILDING COLORED ELEVATIONS

A4.02

PLOT DATE: 8/14/2024 9:41:02 AM

COPYRIGHT©



2 VIEW OF NORTH CORNER ALONG BROADWAY



1 VIEW OF 17TH AND BROADWAY CORNER

ROSA, LLC
1130 EAST KENYON AVE
ENGLEWOOD, CO 80113
303.842.1771

STUDIO ARCHITECTURE
3575 RINGSBY CT, SUITE 310
DENVER CO, 80216
theSTUDIOarchitecture.com
866.529.9130

FOR REFERENCE ONLY

965 BROADWAY

965 Broadway
Boulder, CO 80302

0" 1" THIS GRAPHIC EQUALS 0'-1"
DO NOT SCALE DRAWINGS

STUDIO Project No:24_006_00

Sheet Issue & Revision Log

No	Date	Description
	06/14/24	SITE REVIEW
	08/14/24	SITE REVIEW REV-1
	05/06/26	SITE REVIEW REV-2
	09/09/26	SITE REVIEW REV-3

It is the client's responsibility prior to or during construction to notify the architect in writing of any perceived errors or omissions in the plans and specifications of which a contractor thoroughly knowledgeable with the building codes and methods of construction should reasonably be aware. Written instructions addressing such perceived errors or omissions shall be received from the architect prior to the client or client's subcontractors proceeding with the work. The client shall be responsible for any defects in construction if these procedures are not followed.

3D VIEWS

A4.21

PLOT DATE: 8/14/2024 9:41:48 AM

COPYRIGHT©



2 3D VIEW- 02



1 3D VIEW- 01

ROSA, LLC
1130 EAST KENYON AVE
ENGLEWOOD, CO 80113
303.842.1771

STUDIO ARCHITECTURE
3575 RINGSBY CT, SUITE 310
DENVER CO, 80216
theSTUDIOarchitecture.com
866.529.9130

FOR REFERENCE ONLY

965 BROADWAY

965 Broadway
Boulder, CO 80302

0" 1" THIS GRAPHIC EQUALS 0'-1"
DO NOT SCALE DRAWINGS

STUDIO Project No:24_006_00

Sheet Issue & Revision Log

No	Date	Description
	06/14/24	SITE REVIEW
	08/14/24	SITE REVIEW REV-1
	05/06/26	SITE REVIEW REV-2
	09/09/26	SITE REVIEW REV-3

It is the client's responsibility prior to or during construction to notify the architect in writing of any perceived errors or omissions in the plans and specifications of which a contractor thoroughly knowledgeable with the building codes and methods of construction should reasonably be aware. Written instructions addressing such perceived errors or omissions shall be received from the architect prior to the client or client's subcontractors proceeding with the work. The client shall be responsible for any defects in construction if these procedures are not followed.

3D VIEWS

A4.22

PLOT DATE: 8/14/2024 9:42:45 AM

COPYRIGHT©

June 14, 2024
August 14, 2024 (Revision #1)
May 06, 2026 (Revision #2)
September 09, 2026 (Revision #3) – *Revisions are underlined*

RE: **965 Broadway – Site Review Written Statement**

Statement of the current ownership

965 Broadway is owned by Rosa, LLC, a dedicated address LLC to own, develop, and operate the project. A legal description has been provided with the rest of the application materials.

Explanation of the objectives to be achieved by the project, including without limitation building descriptions, sketches, or elevations that may be required to describe the objectives

965 Broadway is a 18,118 SF property on the West corner of 17th Ave and Broadway and is zoned RH-5. The property currently has a two-story, 5,605 SF brick and stucco building with surface parking, both of which will be demolished to make room for the new three-story residential building, small accessory building, and surface parking lot. A total of 12 new, for-rent, market rate student housing apartments are proposed with four units per floor. The apartments will be a mix of four-bedroom and five-bedroom units.

The long-term, covered and secured bike storage enclosure and trash enclosure will be in the parking lot. There will be 18 automobile parking spaces, a loading space and a turn-around space in the new surface parking lot which is accessed from 17th Street.

The proposed building will be clad in masonry facing Broadway, with light-colored masonry on the upper two levels and dark masonry on the ground level. The corner of 17th and Broadway will be marked by a seating area, a lower canopy element, lighting, and an area for a future mural. Two building entries mark points of interest on the facades, one facing Broadway and the other facing the parking area. The windows along the ground floor are larger than those on the levels above to provide more transparency at the pedestrian level/public realm.

Development schedule indicating the approximate date when construction of the project or phases of the project can be expected to begin and be completed

The owner anticipates beginning construction immediately upon the receipt of a building permit from the City of Boulder and completing the building within 18 months after starting construction.

Copies of any special agreements, conveyances, restrictions, or covenants that will govern the use, maintenance, and continued protection of the goals of the project and any related parks, recreation areas, playgrounds, outlots, or open space.

Please reference the included "Agreement" and "Special Warranty Deed" that authorizes the exchange of real property.

www.theSTUDIOarchitecture.com - 3575 Ringsby Court | Suite 300A | Denver | CO | 80216 - 720 | 491 | 1167

Response to general Criteria for all site review applications (9-2-14(h))

(1) Boulder Valley Comprehensive Plan:

(A) BVCP Land Use Map and Policies: The proposed site plan is consistent with the land use map and the service area map and, on balance, with the goals and policies of the BVCP particularly those that address the built environment.

The property is located within BVCP Area I and the High Density Residential (HR) land use area within the Central Boulder - University Hill Neighborhood. This land use supports attached residential units and apartments with more than 14 dwelling units per acre. This development directly supports those policies by proposing more than 31 DU/Acre and by enhancing the connections to the adjacent major corridors and services.

(B) Subcommunity and Area Plans or Design Guidelines: If the project is subject to an adopted subcommunity or area plan or adopted design guidelines, the project is consistent with the applicable plan and guidelines.

This development is proposing to maximize the number of bedrooms which supports the University Hill Subcommunity goal to increase the number of undergraduate, graduate and professional school students by 2030.

(C) Reducing Greenhouse Gas Emissions: Any new commercial building greater than 30,000 square feet in floor area and any 30,000 square feet or greater addition to a commercial building shall either have a net site energy usage index (EUI) of zero or is designed to achieve a net site EUI that is 10 percent lower than required under the City of Boulder Energy Conservation Code.

Not Applicable to this project

(D) Urban Edge Design: If the project is located within the urbanizing areas along the boundaries between Area I and Area II or III of the BVCP, the building and site design provide for a well-defined urban edge, and, if, in addition, the project is located on a major street shown in Appendix A of this title, the buildings and site design establish a sense of entry and arrival to the city by creating a defined urban edge through site and building design elements visible upon entry to the city.

Not Applicable to this project

(E) Historic or Cultural Resources: If present, the project protects significant historic and cultural resources. The approving authority may require application and good faith pursuit of local landmark designation.

Not Applicable to this project

(F) Housing Diversity and Bedroom Unit Types: Except in the RR, RE and RL-1 zoning districts, projects that are more than 50 percent residential by measure of floor area, not counting enclosed parking areas, meet the following housing and bedroom unit type

www.theSTUDIOarchitecture.com - 3575 Ringsby Court | Suite 310 | Denver | CO | 80216 - 720 | 491 | 1167

requirements in Subsections (i) through (vi). For the purposes of this subparagraph, qualifying housing type shall mean duplexes, attached dwelling units, townhouses, live-work units, or efficiency living units, and bedroom type shall mean studios, one-bedroom units, two-bedroom units, or three-bedroom units.

i. Projects five acres or less shall include at least one qualifying housing type. In projects with efficiency living units, at least one additional qualifying housing type shall be provided consistent with the requirements of this paragraph.

This project does not include a qualifying housing type. It proposes four- and five-bedroom units to maximize the bedrooms and density on the site. See "vi" below.

ii. Projects greater than five acres shall include at least two qualifying housing types;

Not Applicable to this project

iii. Projects ten acres or more shall include at least three qualifying housing types;

Not Applicable to this project

iv. Projects greater than five acres shall include at least five dwelling units of each required qualifying housing type;

Not Applicable to this project

v. Projects with more than 20 attached dwelling units shall include at least two different bedroom types, and;

Not Applicable to this project

vi. If a project does not meet the requirements of Subsections (i) through (v) above, the applicant shall demonstrate that the project fulfills another at least equivalent community need related to housing policies identified in the BVCP.

This project provides four- and five-bedroom units, which maximizes the number of residents and density on the site and aids, to the extent possible, the Flagship 2030 strategic plan and overarching community need for more housing options.

(2) Site Design Criteria: The project creates safe, convenient, and efficient connections for all modes of travel, promotes safe pedestrian, bicycle, and other modes of alternative travel with the goal of lowering motor vehicle miles traveled. Usable open space is arranged to be accessible; designed to be functional, encourage use, and enhance the attractiveness of the project; and meets the needs of the anticipated residents, occupants, tenants, and visitors to the project. Landscaping aesthetically enhances the project, minimizes use of water, is sustainable, and improves the quality of the environment. Operational elements are screened to mitigate negative visual impacts. In determining whether this is met, the approving agency will consider the following factors:

(A) Access, Transportation, and Mobility:

i. The project enables or provides vehicular and pedestrian connectivity between sites consistent with adopted connections plans relative to the transportation needs and impacts of the project, including but not limited to construction of new streets, bike lanes, on-street parking, sidewalks, multi-use paths, transit stops, streetscape planting strips, and dedication of public right-of-way or public access easements, as applicable considering the scope of the project. Where no adopted connections plan applies, the applicant shall, in good faith, and in coordination with the city manager, attempt to coordinate with adjacent property owners to establish, where practicable, reasonable, and useful pedestrian connections or vehicular circulation connections, such as between parking lots on abutting properties, considering existing connections, infrastructure, and topography.

The project will preserve and enhance the existing connection to the multi-use path along Broadway via a new detached 8' multi-use sidewalk that increases the existing landscape buffer along Broadway, and the existing connection along 17th street by replacing the existing attached sidewalk with a new detached sidewalk with new street trees.

ii. Alternatives to the automobile are promoted by incorporating site design techniques, land use patterns, and infrastructure that support and encourage walking, biking, and other alternatives to the single-occupant vehicle.

A covered and secure long-term bicycle parking structure will be provided to make bicycle storage easy, safe, and convenient for residents. Electrical outlets will be provided in the bicycle storage area to allow for convenient use and charging of e-bikes/scooters. The sidewalks and landscaping along both Broadway and 17th will be enhanced to encourage walking and biking to the nearby University and University Hill district.

iii. A transportation demand management (TDM) plan will be complied with including methods that result in a significant shift away from single-occupant vehicle use to alternate modes.

The TDM plan accompanying this application will be complied with.

iv. Streets, bikeways, pedestrian ways, trails, open space, buildings, and parking areas are designed and located to optimize safety of all modes and provide connectivity and functional permeability through the site.

The parking area has been located as far away from the corner of Broadway and 17th Street as possible to avoid potential pedestrian and automobile conflicts with traffic along Broadway.

www.theSTUDIOarchitecture.com - 3575 Ringsby Court | Suite 310 | Denver | CO | 80216 - 720 | 491 | 1167

v. The design of vehicular circulation and parking areas make efficient use of the land and minimize the amount of pavement necessary to meet the circulation and parking needs of the project.

The parking area has been designed to be as small and least-impactful as possible. The number of compact spaces has been maximized to the allowable percentage per code to reduce the pavement necessary.

vi. Where practicable and needed in the area and subject to coordination with the city manager, the project provides curbside parking or loading or both consistent with city policies on curbside management.

A full-size loading space is proposed within the parking area.

(B) **Open Space:**

i. Useable open space is arranged to be accessible and designed to encourage use by incorporating quality landscaping, a mixture of sun and shade, hardscape areas and green spaces for gathering.

There will be a small patio at the SE corner of the building. The small property will be fully landscaped and will include only water conserving plants and rain gardens.

ii. The open space will meet the needs of the anticipated residents, occupants, tenants, and visitors of the property. In mixed-use projects, the open space provides for a balance of private and common areas for the residential uses and includes common open space that is available for use by residents of the residential uses and their visitors and by tenants, occupants, customers, and visitors of the non-residential uses.

Exterior balconies are provided for most of the dwelling units. Most of the balconies are located below a balcony above, which provides them with shade to make them more usable and enjoyable. The small patio at the SE corner of the building will be accessible to all residents and guests.

iii. If the project includes more than 50 dwelling units, including the addition of units that causes a project to exceed this threshold, and is more than one mile walking distance to a public park with any of the amenities described herein, at least 30 percent of the required outdoor open space is designed for active recreational purposes.

Not Applicable to this project as less than 50 dwelling units is proposed.

iv. On-site open space is linked to adjacent public spaces, multi-use paths, city parks, or public open space if consistent with Department of Open Space and Mountain Parks or Department of Parks and Recreation plans and planning for the area, as applicable.

The project is located along Broadway, with multimodal sidewalks connecting to this property on two sides. The open space amenities of the University are immediately accessible across Broadway, and Beach Park is four blocks west of the property.

(C) Landscaping and Screening:

i. The project exceeds the minimum landscaping requirements of Section 9-9-12, "Landscaping and Screening Standards," B.R.C. 1981, by at least fifteen percent in terms of planting quantities, includes a commensurate area to accommodate the additional plantings, and, where practical, preserves healthy long-lived trees.

All landscape standards are either met or exceeded. Screening of the proposed parking lot to the North will be via a new solid fence, and the existing BVSD fence on the south will be extended to screen the entirety of the proposed parking lot. Required plant materials will be exceeded by the required 15% excess.

ii. The landscaping design includes a variety of plants providing a variety of colors and contrasts in terms of texture and seasonality and high-quality hard surface materials, such as stone, flagstone, porous pavers, and decorative concrete.

The landscape on the property is designed for year-round interest and color and the plants are suitable to our climate. A variety of textures, forms, and colors will be included in the landscape design. Refer to sheets L1.0 and L2.0 for plant selection and locations.

iii. The landscaping design complies with the Boulder Approved Tree and Plant List and City of Boulder Landscape Manual

Refer to the Sheet L1.0 for plant and tree lists, and L2.0 for plant and tree locations.

iv. The landscaping design conserves water through use of native and adaptive plants, reduction of exotic plant materials, and landscaping within stormwater detention facilities to create bioswales or rain gardens, or other similar design strategies.

All plants will be either native or adapted – no exotic plants or sod will be used. Refer to sheet L1.0 for types of plants. Rain gardens are designed to treat as much storm run-off as possible. Refer to the Civil Plans, Storm Plans, and Storm Report for more information.

v. Operational elements, such as electrical transformers, trash storage and recycling areas, parking, and vehicular circulation, are screened from the public realm through design elements, such as landscaping, fencing, or placement of structures, to mitigate negative visual impacts.

The transformer has remained in the existing location furthest away from the public ROWs. An enclosure has been provided for trash and recycling, and the

parking lot has been screened with fences and landscape to mitigate negative visual impacts. Refer to the Architectural Plans, Civil Plans, and Landscape Plans for more screening information

(3) Building Siting and Design Criteria: Building siting and design are consistent with the character established in any adopted plans or guidelines applicable to the site or, if none apply, are compatible with the character of the area or improves upon that character, consistent with the intent specified in this paragraph. Buildings are positioned and oriented towards the public realm to promote a safe and vibrant pedestrian experience including welcoming, well-defined entries and facades. Building exteriors are designed with a long-lasting appearance and high-quality materials. Building design is simple and to a human scale, it creates visual interest and a vibrant pedestrian experience. Building roof design contributes to a city skyline that has a variety of roof forms and heights. In determining whether this is met, the approving agency will consider the following factors:

(A) Building Siting and Public Realm Interface:

i. New buildings and, to the extent practicable, additions to existing buildings are positioned towards the street, respecting the existing conditions or the context anticipated by adopted plans or guidelines. In urban contexts, buildings are positioned close to the property line and sidewalk along a street; whereas, in lower intensity contexts, a greater landscaped setback may be provided to match the surrounding context.

The building has been located as close to the required setbacks along Broadway and 17th Street as possible and oriented parallel to the streets to continue the existing adjacent urban street edges.

ii. Wherever practical considering the scope of the project, parking areas are located behind buildings or set back further from the streetscape than the building façade.

The parking area is located behind the building, so it is fully screened from Broadway.

iii. Along the public realm, building entries are emphasized by windows and architectural features that include one or more of the following: increased level of detail, protruding or recessed elements, columns, pilasters, protruding bays, reveals, fins, ribs, balconies, cornices, eaves, increased window glazing, or changes in building materials or color.

Two building entries are proposed, one facing Broadway and the other facing the parking area. Both entries are emphasized with protruding bays, unique brick detailing above, and an architectural canopy above.

iv. Defined entries connect the building to the public realm. Unless inconsistent with the context and building's use, along the public realm, one defined entry is provided every 50 feet. Buildings designed for residential or industrial uses may have fewer defined entries.

www.theSTUDIOarchitecture.com - 3575 Ringsby Court | Suite 310 | Denver | CO | 80216 - 720 | 491 | 1167

Two defined entries have been provided with direct visual and physical access to the adjacent public realm. One entry faces Broadway and the other faces the parking area.

v. If the project is adjacent to a zoning district of lower intensity in terms of allowable use, density, massing, or scale, the project is designed with an appropriate transition to the adjacent properties considering adopted subcommunity and area plans or design guidelines applicable to the site, and, if none apply, the existing development pattern. Appropriate transitions may be created through design elements such as building siting and design or open space siting and design.

Not Applicable to this project, as the adjacent zoning district is the same.

vi. The building's siting and relationship to the public realm is consistent with the character established in any adopted plans or guidelines applicable to the site or, if none apply, is compatible with the character of the area or improves upon that character, consistent with the intent of Paragraph (3), Building Design Criteria.

The building has been located as close to the required setbacks along Broadway and 17th Street as possible and oriented parallel to the streets to continue the existing adjacent urban street edges.

(B) Building Design:

i. Larger floor plate buildings and projects with multiple buildings have a variety of forms and heights.

Not Applicable to this project, as there is a single, small floor plate.

ii. To the extent practical considering their function, mechanical appurtenances are located within or concealed by the building. If they cannot be located within or concealed by the building, their visibility from the public realm and adjacent properties is minimized.

The HVAC condensers are in the center of the roof to minimize their visibility from the public realm as much as possible.

iii. On each floor of the building, windows create visual interest, transparency, and a sense of connection to the public realm. In urban, pedestrian main street-built environments, it is a best practice to design at least 60 percent of each ground floor façade facing the street as window area. Otherwise, it is best practice to design at least 20 percent of the wall on each floor of a building as window area. Blank walls along the most visible portions of the building are avoided.

The size and quantity of the windows in the facades facing the streets have been designed to balance indoor/outdoor connection, ventilation, solar heat gain, solar access, and privacy for the residents while maintaining a sense of interest and transparency along the façade while avoiding any blank walls. The windows along the ground floor are larger to emphasize the connection to the public realm and provide interest to the pedestrian experience.

iv. Simple detailing is incorporated into the façades to create visual interest, without making the façade overly complicated. This detailing may include cornices, belt courses, reveals, alternating brick or stone patterns, expression line offsets, window lintels and sills, and offsets in window glass from surrounding materials.

The massing of the building is quite simple with only a few materials and changes in planes used. Sun shading devices are used at windows and the corner patio to add detail and interest as shadows move across the façade. Simple but impactful masonry detailing/patterning is provided in the brick façade facing Broadway, with expressed window lintels, jambs and sills. A projecting, linear canopy that stretches above the ground floor facing Broadway provides a strong base to the mass while creating shadow and interest along the façade.

v. Balconies on buildings with attached dwelling units are integrated into the form of the building in that exterior walls partially enclose the balcony. Balcony platform undersides are finished.

The balconies and porches have been recessed into the form so that they are partially enclosed by the adjacent building mass. The underside of the balconies will be finished, refer to sheet A4.22.

vi. The building's design, including but not limited to use of materials, color, roof forms, and style, is consistent with the character established in any adopted plans or guidelines applicable to the site or, if none apply, is compatible with the character of the area or improves upon that character, consistent with the intent of paragraph (3), Building Design Criteria.

The building's simple form and use of permanent materials is consistent with and improves upon the adjacent multifamily housing. The warm tan earth-tone color of the upper two stories facing Broadway relates to both the light-colored stone detailing of the nearby University and to the existing building that will be demolished as part of this proposal.

(C) Building Materials:

i. Building facades are composed of high-quality, durable, human-scaled materials. High-quality materials include brick, stone, polished concrete masonry units, wood, architectural high pressure laminate panels, cementitious or composite siding, architectural metal panels, or any combination of these materials. Split-faced concrete masonry units, stucco, vinyl siding, EIFS, and unfinished or untreated wood are not considered durable, high-quality materials, but may be used on a limited basis and not on facades facing the public realm. High quality materials are focused on the ground floor facades on all sides of a building and on all floors of facades facing the public realm, and, overall, comprise the vast majority of all building facades.

The façade facing Broadway is almost completely clad in brick masonry, and that masonry wraps all three floors as it turns the corner to 17th street to the south and the BVSD alley to the north. Brick masonry is used again on the façade facing the parking area to mark the tenant entry. The majority of the façade facing the

www.theSTUDIOarchitecture.com - 3575 Ringsby Court | Suite 310 | Denver | CO | 80216 - 720 | 491 | 1167

parking area is clad in vertical-seam architectural metal panels on all three floors. The use of Architectural CMU block is limited to the trash/bike shelter where durability and protection from automobiles is paramount.

ii. Monolithic roofing membranes, like Thermoplastic Polyolefin, are not used on roof surfaces that are visible from the street level.

The roof membrane is not visible from the street level.

iii. The number of building material types is limited, and the building materials are applied to complement the building form and function. The organization of the building materials logically expresses primary building features, such as the spatial layout, building entries, private and common spaces, anchor corners, stairwells, and elevators.

Only three primary building materials are used (brick masonry, architectural metal panels, and architectural high-pressure laminate panels), and they are used at selective locations that complement the form and function of the building. The variation in building massing and materials used at the corner of Broadway and 17th Street is used to anchor the corner, and the massing and masonry used at the building entries are used to express the entry and vertical circulation that serves the apartments.

iv. Building cladding materials turn convex corners and continue to the inset wall. This criterion does not apply to changes that occur at an interior corner nor to detailing elements, such as cornices, belt courses, reveals, offsets in expression lines, lintels, and windowsills. Building cladding materials do not change in-plane unless there is at least a 12-inch wall offset.

At all corners, building materials turn the corner and continue to the inset wall. Building cladding materials only change in locations with at least a 12-inch wall offset.

v. Any newly constructed building that includes residential units and is located within 200 feet of a railroad, freeway, or expressway is designed to achieve an interior day-night average noise level of no more than forty-five decibels. Noise shall be measured in a manner that is consistent with the federal Housing and Urban Development's standards in Sections 24 CFR §§ 51.100 to 51.106 for the "measure of external noise environments," or similar standard adopted by the city manager in the event that such rule is repealed. The applicant shall provide written certification prior to the issuance of a certificate of occupancy that the sound abatement and attenuation measures were incorporated in the construction and site design as recommended by a professional engineer.

Not Applicable to this project

www.theSTUDIOarchitecture.com - 3575 Ringsby Court | Suite 310 | Denver | CO | 80216 - 720 | 491 | 1167

(4) ADDITIONAL CRITERIA FOR BUILDINGS REQUIRING HEIGHT MODIFICATION OR EXCEEDING THE MAXIMUM FLOOR AREA RATIO:

Not Applicable to this project

(5) ADDITIONAL CRITERIA FOR POLES OR EMERGENCY OPERATIONS ANTENNAS ABOVE THE PERMITTED HEIGHT:

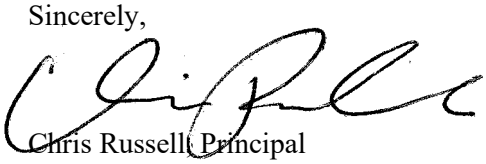
Not Applicable to this project

(6) LAND USE INTENSITY AND HEIGHT MODIFICATIONS:

Not Applicable to this project

This is the end of the written statement.

Sincerely,



Chris Russell, Principal
The Studio Architecture

www.theSTUDIOarchitecture.com - 3575 Ringsby Court | Suite 310 | Denver | CO | 80216 - 720 | 491 | 1167

AGREEMENT

This Agreement (this "***Agreement***") is made and entered into effective as of the 27th day of August 2026 (the "***Effective Date***") by and between ROSA, LLC, a Colorado limited liability company ("***Rosa***"), and BOULDER VALLEY SCHOOL DISTRICT NO. RE-2, a political subdivision of the State of Colorado ("***BVSD***"), each a "***Party,***" and collectively, the "***Parties***."

Recitals:

WHEREAS, Rosa is the record owner of that certain real property commonly known as 965 Broadway, Boulder, Colorado and more particularly described in Exhibit A attached hereto (the "***Rosa Property***");

WHEREAS, the Rosa Property consists of: (a) Lot 1, Lot 2, and the northern one-half of Lot 3, Block 1, University Park Addition ("***Lot 1***," "***Lot 2***," and "***N1/2 Lot 3***," respectively); and (b) one-half of the width of that portion of that certain alley (the "***Vacated Alley***") vacated pursuant to City of Boulder Ordinance No. 1969, a copy of which ordinance was recorded in the Boulder County real property records (the "***Official Records***") on December 6, 1972 at Reception No. 46010 (the "***Vacation Ordinance***"), to the extent that such Vacated Alley is adjacent to the balance of the Rosa Property (the "***Vacated Alley (Rosa)***");

WHEREAS, BVSD is the record owner of that certain real property that is: (a) adjacent to the Rosa Property; (b) the other one-half of the width of the Vacated Alley that was vacated by the Vacation Ordinance (the "***Vacated Alley (BVSD)***"), (c) all of which is commonly known as 956 16th Street; and (d) upon which the University Hill Elementary School and associated parking are located (the "***BVSD Property***");

WHEREAS, the BVSD Property includes, in part, that portion thereof that is more particularly described in Exhibit B attached hereto (the "***Partial BVSD Property***"), which Partial BVSD Property includes, in part, Lot 4 and the southern one-half of Lot 3, Block 1, University Park Addition ("***Lot 4***" and "***S1/2 Lot 3***," respectively);

WHEREAS, Rosa intends to redevelop the Rosa Property (the "***Redevelopment***"), and in connection therewith, the Parties desire that BVSD convey to Rosa the northern twenty feet of the S1/2 Lot 3 (the "***Lot 3 Parcel***");

WHEREAS, in relevant part, current conditions on the Rosa Property and Partial BVSD Property include those items set forth below:

(a) the following are located on the S1/2 Lot 3: (i) a number of parking spaces that have been used by BVSD for many years and are accessed only over and across the Rosa Property without the benefit of an express easement therefor (the "***BVSD Parking Spaces***"); (ii) a retaining wall adjacent to the BVSD Parking Spaces (the "***Retaining Wall***"); and (c) a storage shed adjacent to the northwestern portion of the Retaining Wall (the "***Shed***");

(b) there is currently an overhead utility line located on or near the northwestern boundary of Lot 1, Lot 2, and N1/2 Lot 3 and the southeastern boundary of the Vacated Alley (Rosa) (the "***OHU***"), which OHU is supported, in part, by a utility pole that includes an electrical transformer; and

(c) there is an existing vehicular access from and to Broadway (the "***Broadway Access***") that spans both the Vacated Alley (Rosa) and the Vacated Alley (BVSD);

WHEREAS, in connection with the Redevelopment, Rosa has, along with BVSD as a co-applicant, submitted to the City of Boulder (the "***City***"): (a) that certain site review application subject to City Case No. LUR2024-00033 (the "***Site Review Application***"), which Site Review Application currently concerns: (i) the entirety of the Rosa Property, including the Vacated Alley (Rosa); and (ii) S1/2 Lot 3 and one-half of the width of that portion of the Vacated Alley adjacent thereto; and (b) that certain preliminary plat application subject to City Case No. LUR2024-00031 (the "***Preliminary Plat Application***"), which Preliminary Plat Application currently concerns: (i) the entirety of the Rosa Property, including the Vacated Alley (Rosa); and (ii) the Partial BVSD Property;

WHEREAS, in connection with the City's comments to the Site Review Application, which comments are incorporated into the City's comments to the Preliminary Plat Application, the City commented on the potential closure of the Broadway Access based upon inclusion of portions of the Vacated Alley within the property subject to the Site Review Application;

WHEREAS, BVSD's willingness to enter into this Agreement is specifically conditioned upon the Approvals (defined below) not requiring any permanent change or alteration to the current use of the Broadway Access, as provided herein; and

WHEREAS, the Parties desire that Rosa pursue the Redevelopment, and in connection therewith, that:

(a) Rosa convey the Vacated Alley (Rosa) to BVSD so that BVSD has ownership of the entirety of Broadway Access and to satisfy the City's requirement in connection with processing the Site Review Application and the Preliminary Plat Application (collectively, the "***Pending Applications***");

(b) the Parties amend the Pending Applications to remove all portions of the Vacated Alley from the scope thereof, and in connection therewith: (i) eliminate the City's stated potential trigger for closing the Broadway Access; and (ii) help to facilitate the transfer of the BVSD Parking Spaces to a location on the BVSD Property that is directly accessed over other portions of the BVSD Property;

(c) based upon, and consistent with, the approved Preliminary Plat Application, submit an application for final plat (the "***Final Plat Application***");

(d) Rosa relocate the Shed, which relocation will be necessary to secure approval of the Final Plat Application (the "***Final Plat Approval***");

(e) BVSD convey the Lot 3 Parcel to Rosa in connection with both: (i) allowing for the Redevelopment as currently contemplated; and (ii) further facilitating the relocation of the BVSD Parking Spaces as noted above;

(f) Subject to Article 5 below, Rosa may undertake certain activities, including:

- undergrounding the existing OHU and installing a new electrical transformer, all within the Vacated Alley;
- demolishing a portion of the Retaining Wall, constructing a new portion of the Retaining Wall, and reconstructing structurally unsound portions of the existing Retaining Wall, if any; and
- constructing a new fence located on top of the Retaining Wall; and

(g) BVSD grant certain rights to Rosa related to the forgoing, all as further set forth herein.

Agreement:

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the foregoing recitals incorporated by this reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agree, the Parties hereby agree, as follows:

1. Initial Actions.

1.1 Conveyance of Vacated Alley (Rosa). As soon as practicable after the Effective Date, Rosa shall convey the Vacated Alley (Rosa) to BVSD in accordance with this Section 1.1 and Section 4.2 below (the "***Vacated Alley (Rosa) Closing***").

1.1.1 *Title.* Land Title Guarantee Company, on behalf of Old Republic National Title Insurance Company (the "***Title Company***"), has issued that certain ALTA Commitment No. ABZ70843137-4 with respect to the Vacated Alley (Rosa) (the "***Vacated Alley (Rosa) Commitment***"). Those exceptions to title enumerated in Schedule B-II of the Vacated Alley (Rosa) Commitment, together with all exceptions added to the Vacated Alley (Rosa) Commitment prior to the Vacated Alley (Rosa) Closing which are approved by BVSD, shall be referred to herein as the "***Vacated Alley (Rosa) Permitted Exceptions***."

1.1.2 *Purchase Price.* The purchase price for the Vacated Alley (Rosa) shall be $100.00.

1.1.3 *Deed.* Rosa shall convey the Vacated Alley (Rosa) pursuant to a special warranty deed that is: (a) subject to only the Vacated Alley (Rosa) Permitted Exceptions; and (b) otherwise in the form attached hereto as *Exhibit C* (the "***Vacated Alley (Rosa) Deed***"), which form includes, without limitation, the buy-back option described therein (the "***Buy-Back Option***").

1.1.4 *Taxes.* Real property taxes shall be prorated through Vacated Alley (Rosa) Closing, and such proration shall apply to the amount determined, as follows: the general real estate taxes for the entirety of the Rosa Property in the year of the Vacated Alley (Rosa) Closing based upon the most recent mill levy and most recent assessed valuation of the Rosa Property,

multiplied by a fraction, the numerator of which shall be the square footage of the Vacated Alley (Rosa), and denominator of which shall be the square footage of the entirety of the Rosa Property. Because the Vacated Alley (Rosa) will become exempt from the levy and collection of property taxes on the date of the Vacated Alley (Rosa) Closing, the Title Company will cause the prorated taxes collected from Rosa to be paid to the Boulder County Treasurer at the time of the Vacated Alley (Rosa) Closing in accordance with § 39-3-131, C.R.S. The Boulder County Treasurer is required to accept payment of property taxes levied on such property for the current taxable year as provided in that section. In the event the Boulder County Assessor or Treasurer does not accept the calculation of taxes above, either before or after Closing, Rosa will pay or recover any difference in that calculation to or from the Treasurer.

1.2 Applications.

1.2.1 As soon as is practicable following the Effective Date, Rosa shall undertake, at its sole cost and expense, all actions reasonably necessary to either amend the Pending Applications or resubmit the Pending Applications such that, as a result: (a) the property subject to the Site Review Application shall include only Lot 1, Lot 2, N1/2 Lot 3, and S1/2 Lot 3; and (b) the property subject to the Preliminary Plat Application shall include only: Lot 1, Lot 2, N1/2 Lot 3, S1/2 Lot 3, and Lot 4. For purposes of clarity, following the modifications described in the preceding sentence, neither of the Pending Applications shall concern any portion of the Vacated Alley. Rosa shall, at its sole cost and expense, otherwise modify the Pending Applications as may be necessary as a result of the revisions described in balance of this Section 1.2.1.

1.2.2 Rosa shall: (a) be the main point of contact with the City regarding the Pending Applications and the Final Plat Application (collectively, the "***Applications***"); (b) provide the proposed Applications to BVSD for its review and approval prior to submittal to the City which approval will not be unreasonably withheld or delayed; (c) keep BVSD reasonably informed regarding the substance and status of the Applications, and in connection therewith, include BVSD on all submissions and substantive correspondence with the City concerning the Applications; and (d) consider and incorporate BVSD's reasonable comments with respect to those aspects of the Preliminary Plat Application and Final Plat Application that may impact BVSD.

1.2.3 BVSD shall reasonably cooperate with Rosa regarding Rosa's pursuit of the Applications and shall, subject to Section 3.2 below, execute all documents required in connection therewith.

2. Relocation of Shed.

2.1 The new property line that is currently contemplated in the Preliminary Plat Application and that will be incorporated into the Final Plat Application will run through the Shed in its location as of the Effective Date. The City has therefore indicated that relocation of the Shed will be required prior to issuance of the Final Plat Approval.

2.2 Accordingly, no later than twenty-one (21) days after the Effective Date, BVSD shall identify, in writing, a location on the BVSD Property to which the Shed shall be moved,

which new location shall: (a) not preclude the issuance of the Final Plat Approval; and (b) be in relative proximity to the Shed's current location.

2.3 Rosa shall, at its sole cost and expense, move the Shed to the new location identified by BVSD in accordance with Section 2.2 above (the "***Shed Relocation Work***"). The Shed Relocation Work shall be completed within 180 days following the later of (i) receipt of the notice from BVSD as provided in Section 2.2, and (ii) receipt of reasonable confirmation from the City that the new location of the Shed will not preclude the issuance of the Final Plat Approval. Rosa shall use commercially reasonable efforts to maintain the structural integrity of the Shed and not unreasonably damage the Shed in connection with its relocation, but the Parties acknowledge and agree that: (a) the inherent nature of the Shed itself may cause it to be damaged as a result of such relocation, notwithstanding Rosa's reasonable efforts to the contrary; and (b) Rosa shall not be responsible for damage to the Shed so long as it satisfies its obligations pursuant to this Section 2.3.

2.4 In the event that Rosa damages any portion of the BVSD Property in connection with relocating the Shed, Rosa shall, at its sole cost and expense, restore the relevant portion of the BVSD Property to the condition in which it existed immediately prior to such damage.

2.5 BVSD hereby grants Rosa a temporary license over, across, under, and through such portion of the BVSD Property as may be reasonably necessary for Rosa to satisfy its obligations pursuant to this Article 2. The term of such license shall commence upon BVSD's provision of written notice regarding the new Shed location and shall terminate upon Rosa's completion of such relocation. Rosa will or will cause its contractors to notify BVSD at least two (2) business days before commencing any Shed Relocation Work on the BVSD Property in connection with the Shed Relocation Work and will conduct all Shed Relocation Work in a manner consistent with the Work Coordination Provisions (defined in Section 5.3 below).

3. Contingency. Notwithstanding anything in this Agreement to the contrary, this Agreement and the Parties' rights and obligations pursuant hereto are subject to the provisions of this Article 3.

3.1 Termination Rights – Rosa.

3.1.1 For purposes hereof, the "***Final Approvals Date***" shall mean the date upon which the City has issued the Final Plat Approval and a written approval of the Site Review Application (the "***Site Review Approval***") and neither of them (collectively, the "***Approvals***") is subject to any call-up or appeals periods or any further adjudication by the City. At any time prior to the Final Approvals Date, Rosa may unilaterally terminate this Agreement by provision of written notice to BVSD regarding the same. Rosa shall provide notice to BVSD pursuant to Article 9 herein of the Final Approvals Date no later than five (5) business days after the occurrence thereof.

3.1.2 In the event that the City issues both Approvals and the form or substance of either of the Approvals (including, without limitation, the conditions thereto and the subdivision agreement required in connection with the Subdivision Approval) is unacceptable to Rosa in its

reasonable discretion, then Rosa may terminate this Agreement by provision of written notice to BVSD no later than the day that is ten (10) business days after the Final Approvals Date (the "***Outside Termination Date***").

3.2 Termination Rights – BVSD. In the event that, in connection with one or both of the Approvals, the City requires: (a) the closing of the Broadway Access or any portion thereof, or (b) any modification which, in the reasonable opinion of BVSD, negatively impacts use of the Broadway Access by BVSD and its invitees for the purpose of ingress and egress to and from the BVSD Property, then BVSD may terminate this Agreement by provision of written notice to Rosa no later than the Outside Termination Date. For purposes hereof, the mere undergrounding of the OHU and placement of the new transformer where indicated in the Applications will not constitute a modification that impacts use of the Broadway Access for purposes of this Section 3.2.

3.3 Termination Rights – Effect. In the case of a timely provision of a termination notice in accordance with the terms of this Article 3: (a) Rosa's Buy-Back Option will be triggered; and (b) the other Party shall join in the withdrawal of the remaining Application(s) and the execution of documents related thereto, and thereafter, this Agreement shall otherwise terminate, and excepting only the Buy-Back Option, neither Party shall have any continuing or further obligation pursuant hereto.

4. Conveyance of Lot 3 Parcel, Closings. Following the Outside Termination Date, BVSD shall convey the Lot 3 Parcel to Rosa in accordance with the terms of this Article 4.

4.1 Conveyance of Lot 3 Parcel.

4.1.1 *Title.* The Title Company has issued that certain ALTA Commitment No. ABZ70843134-6 with respect to the future "Lot 1A," which Lot 1A includes, in part, the Lot 3 Parcel (the "***Lot 1A Commitment***"). Those exceptions to title enumerated in Schedule B-II of the Lot 1A Commitment that, as indicated in the Lot 1A Commitment, affect the Lot 3 Parcel portion thereof, together with all exceptions added to the Lot 1A Commitment prior to the Lot 3 Parcel Closing (defined below) which are approved by Rosa, shall be referred to herein as the "***Lot 3 Parcel Permitted Exceptions***."

4.1.2 *Purchase Price.* The purchase price for the Lot 3 Parcel shall be $25,000.00.

4.1.3 *Deed.* BVSD shall: (a) convey the Lot 3 Parcel to Rosa pursuant to a special warranty deed that is: (i) subject to only the Lot 3 Parcel Permitted Exceptions; and (ii) otherwise in the form attached hereto as *Exhibit D* (the "***Lot 3 Parcel Deed***"); and (b) quitclaim its interests in and to Lot 1A to Rosa pursuant to a quitclaim deed in the form attached hereto as *Exhibit E* (the "***Lot 1A Deed***").

4.1.4 *Taxes.* As a political subdivision of the State of Colorado, the Lot 3 Parcel is and has been exempt from real property taxes. As a result, no real property taxes shall be prorated through the closing of the conveyance of the Lot 3 Parcel from BVSD to Rosa (the "***Lot 3 Parcel Closing***"). Since BVSD is a political subdivision of the State of Colorado, the conveyance of the

Lot 3 Parcel will be exempt from a documentary fee at the Lot 3 Parcel Closing in accordance with § 39-13- 104(1)(a), C.R.S.

4.2 Closings.

4.2.1 *Timing – Lot 3 Parcel Closing.* The Lot 3 Parcel Closing shall take place on a date to which the Parties mutually agree and that is no later than thirty (30) days after the Outside Termination Date. In the case that the Lot 3 Parcel Closing does not occur in accordance with this Agreement, Rosa's Buy-Back Option will be triggered.

4.2.2 *Closings Documents.* The Parties shall cooperate with the Title Company and shall execute and deliver such customary documents as may be required by the Title Company in connection with completing both the Lot 3 Parcel Closing and the Vacated Alley (Rosa) Closing (collectively, the "***Closings***").

4.2.3 *Title Insurance.* Rosa shall cause the Title Company to issue the relevant title insurance policy to BVSD as soon as practicable after the Vacated Alley (Rosa) Closing (the "***BVSD Policy***"). BVSD shall cause the Title Company to issue the relevant title insurance policy to Rosa as soon as practicable after the Lot 3 Parcel Closing (the "***Rosa Policy***").

4.2.4 *Closings Costs.* Rosa shall be solely responsible for costs related to: (a) issuance of the BVSD Policy; (b) release of monetary encumbrances against the Vacated Alley (Rosa); (c) recording fees related to the Lot 3 Parcel Deed and Lot 1A Deed; and (d) BVSD's attorney's fees incurred on or after May 20, 2025 and up through and including the date of the Lot 3 Parcel Closing related to the negotiation and execution of this Agreement and its exhibits. BVSD shall be responsible for costs related to: (x) issuance of the Rosa Policy; (y) release of monetary encumbrances against the Lot 3 Parcel; and (z) recording fees related to the Vacated Alley (Rosa) Deed. Each of the Parties shall be responsible for one-half of the cost of the Title Company's closing services fee, and such other costs as may be customary.

5. Work. The work subject to the Applications, as such work may be amended pursuant to the Approvals, is referred to herein as the "***Work***." The Work currently includes, among other scopes, Utilities Work, the Adjacent Work, and the Retaining Wall/Fence Work (as those terms are defined below).

5.1 Utilities Work and Adjacent Work.

5.1.1 *Utilities Work.* The Vacation Ordinance reserved a utility easement in favor of the City across the Vacated Alley (the "***City Easement***"). The Pending Applications contemplate and the Final Plat Application will contemplate Rosa undertaking the following work after receipt of the Approvals: (a) eliminating the OHU (and in connection therewith, the existing utility poles and the existing transformer); and in lieu thereof (b) installing new underground utility lines and locating a new transformer at grade, each within the City Easement in a location approved by both Parties in accordance with Section 1.2 above (collectively, the "***Utilities Work***").

5.1.2 *Adjacent Work.* For purposes hereof, the "***Adjacent Work***" shall mean that portion of the Work regarding which Rosa will need to access the Rosa Property via the Broadway Access and temporarily locate certain vehicles, equipment, and materials therein.

5.1.3 *Temporary Construction Easement.* Concurrently with the Lot 3 Parcel Closing, BVSD shall grant to Rosa a temporary construction easement over, across, under, and through such portion of the BVSD Property as may be reasonably necessary for Rosa to complete the Utilities Work and Adjacent Work pursuant to BVSD's execution of that certain Temporary Construction Easement in the form attached hereto as *Exhibit F* (the "***Temporary Construction Easement***"). Following execution of the Temporary Construction Easement and recordation in the Official Records, and in coordination with Rosa undertaking the balance of the Work, Rosa shall also undertake, at its sole cost and expense, the Utilities Work to the extent required by, and as the same may have been amended pursuant to, the Approvals.

5.2 Retaining Wall/Fence Work. For purposes hereof, the "***Retaining Wall/Fence Work***") shall mean that scope of work described in Sections 5.2.1 – 5.2.4 below.

5.2.1 *Demolition of Portion of Retaining Wall.* The Site Review Application currently contemplates the removal of a portion of the Retaining Wall generally in the location depicted on *Exhibit G* attached hereto (the "***Partial Retaining Wall Demo***"). In connection with undertaking the Work, Rosa shall, at its sole cost and expense, complete the Partial Retaining Wall Demo to the extent required by, and as the same may have been amended pursuant to, the terms of the Approvals.

5.2.2 *Construction of New Portion of Retaining Wall.* The Site Review Application currently contemplates the construction of a new extension to the Retaining Wall generally in the location depicted on *Exhibit G* (the "***New Retaining Wall Extension***"). In connection with undertaking the Work, Rosa shall, at its sole cost and expense, complete the construction of the New Retaining Wall Extension to the extent required by, and as the same may have been amended pursuant to, the terms of the Approvals. Rosa will or will cause its contractors to notify BVSD at least two (2) business days before commencing any work on the New Retaining Wall Extension.

5.2.3 *Reconstruction of Structurally Unsound Portions of Retaining Wall.* In connection with undertaking the Work, Rosa shall engage a properly-licensed consultant (the "***Consultant***") to review the structural integrity of that portion of the Retaining Wall existing on the Effective Date, less that portion subject to the Partial Retaining Wall Demo (the "***Existing Retaining Wall***"). Rosa shall provide a copy of any written report(s), estimates, and/or recommendation(s) prepared by the Consultant concerning the Existing Retaining Wall to BVSD at least five (5) business days prior to reconstruction of the unsound portions of the retaining wall. In the event that the Consultant determines that any portion of the Existing Retaining Wall is structurally unsound and in need of replacement, Rosa shall, at its sole cost and expense, replace that particular portion of the Retaining Wall with a new wall that complies with applicable City codes and the Approvals.

5.2.4 *Construction of Fence on Retaining Wall.* The Site Review Application currently contemplates the construction of a new fence on top of the Retaining Wall (the "***Retaining Wall Fence***"). The design of the Retaining Wall Fence shall be subject to prior written approval by BVSD which shall not be unreasonably withheld, conditioned, or delayed. In connection with undertaking the Work, Rosa shall, at its sole cost and expense, complete the construction of the Retaining Wall Fence to the extent required by, and as the same may have been amended pursuant to, the terms of the Approvals.

5.2.5 *Maintenance of Retaining Wall and Retaining Wall Fence.* The Parties agree that: (a) the Retaining Wall and Retaining Wall Fence shall be maintained in a structurally-sound and first-class manner; and (b) the Parties' rights and obligations with respect to such maintenance are set forth in that certain Retaining Wall and Fence Easement, the general form of which is attached hereto as Exhibit H (the "***Retaining Wall/Fence Easement***").

5.2.6 *Retaining Wall/Fence Easement.*

5.2.6.1 As currently contemplated in the Pending Applications, and as will be contemplated in the Final Plat Application, following completion of the undertakings described in Sections 5.2.1 – 5.2.4 above: (a) a portion of the Retaining Wall will be located entirely on the Rosa Property: (b) a portion of the Retaining Wall (including the New Retaining Wall Extension) will be located entirely on the BVSD Property; and (c) a portion of the Retaining Wall will be located on both the Rosa Property and the BVSD Property.

5.2.6.2 Concurrently with the Lot 3 Closing, the Parties shall execute and record in the Official Records the Retaining Wall/Fence Easement, thereby: (a) granting Rosa certain easement and related rights necessary to undertake its obligations with respect to the Retaining Wall/Fence Work; and (b) further establishing the Parties' related maintenance, repair, and replacement obligations with respect thereto.

5.2.6.3 Following execution of the Retaining Wall/Fence Easement, in the event of any conflict between this Agreement and the Retaining Wall/Fence Easement, the Retaining Wall/Fence Easement shall control.

5.3 Work Coordination Provisions. The provisions in this Section 5.3 are referred to herein as the "***Work Coordination Provisions***" and shall apply to the Shed Relocation Work, and all Work.

5.3.1 *Traffic Flow to be Maintained.* BVSD's traffic typically enters the BVSD Property from the west entrance off of 16th Street, continues south and east through the parking lot located on the north side of the BVSD Property, and terminates with vehicles exiting the BVSD Property to the east onto Broadway or continuing south through BVSD's parking lot and onto 17th Street. This established circulation pattern is essential to school operations and student safety. Accordingly, without the prior written approval of BVSD, , during the school year, which shall extend from the first day of the second week of August through Memorial Day of each calendar year unless and until BVSD notifies Rosa in writing of different dates, Rosa shall ensure, and shall require its contractors to ensure, that neither the Shed Relocation Work, nor the Work, shall impede the traffic flow described above on those portions of weekdays that are not

school holidays, as follows: (a) before 3:00 p.m. on all weekdays except Wednesdays; and (b) after 8:00 a.m. and before 3:00 p.m. on Wednesdays, unless and until BVSD notifies Rosa in writing of different times.

5.3.2 *Liquidated Damages*. It is understood and agreed that Rosa's and its contractors' compliance with Section 5.3.1 above is a matter of vital necessity to BVSD, that BVSD will suffer substantial harm and damages if Rosa and its contractors do not so comply, and that it would not be possible to accurately determine the amount of such damages. In view of these facts, Rosa agrees to pay BVSD liquidated damages in the amount of $1,000 for each day or partial day, if any, in which Rosa or its contractors violate the obligations with respect to traffic flow pursuant to Section 5.3.1 above.

5.4 Other Provisions Relating to the Work. Notwithstanding any contrary term of this Agreement, Rosa shall have no obligation to perform the Work or the Shed Relocation Work if the Approvals do not require completion of the Work or the Shed Relocation Work in connection with redevelopment of the Rosa Property. Rosa shall not be contractually or otherwise obligated to perform the Work or the Shed Relocation Work for the benefit of BVSD, and BVSD shall have no claim against Rosa for performance of the Work or the Shed Relocation Work if Rosa elects not to redevelop the Rosa Property.

6. Insurance. Rosa shall obtain and maintain, and cause its and contractors accessing the BVSD Property to obtain and maintain, with respect to accessing or conducting any Shed Relocation Work or Work on the BVSD Property, general liability insurance (and in the case of Rosa's contractors, workers' compensation insurance) written on an "occurrence" basis in an amount not less than $1,000,000 per occurrence/$2,000,000 aggregate covering claims for bodily injury, death or property damage and products and completed operations. BVSD shall be named as an additional insured under the liability insurance policy and the policy shall contain a waiver of subrogation in favor of BVSD. Rosa shall provide evidence of such insurance to BVSD upon BVSD's request.

7. Indemnification. Rosa will release, indemnify, protect, defend (with counsel reasonably acceptable to Rosa and BVSD) and hold harmless BVSD and the BVSD Property from and against any mechanics', materialmen's, designers' or other liens arising out of or relating to any Shed Relocation Work or Work performed by or on behalf of Rosa on the BVSD Property. If any such lien or Notice of Claim is filed or recorded and Rosa does not, within fifteen (15) days after receipt of written notice from BVSD regarding such filing or recordation, release the same of record or provide BVSD with a bond or other surety satisfactory to BVSD protecting BVSD and the BVSD Property against such lien, Rosa may cause such lien to be released by any means BVSD deems proper, including, but not limited to, paying the claim giving rise to the lien or posting security to cause the discharge of the lien. In such event, Rosa will reimburse BVSD for all amounts BVSD pays (including, without limitation, reasonable attorneys' fees and costs of settling such claims) within thirty (30) days after receipt of documented invoice therefor. Notwithstanding the foregoing, with respect to the Retaining Wall/Fence Work, the indemnity described in this Article 7 shall only apply to the initial construction of the Retaining Wall/Fence Work.

8. Default. In the event that a Party fails or neglects to perform its obligations pursuant to this Agreement and: (a) such failure or neglect is not cured within ten (10) business days after the

non-defaulting Party's delivery of written notice of such failure or neglect; or (b) in the case of any failure or neglect that is not curable within that timeframe, the defaulting Party fails to commence such cure within ten (10) business days after receipt of written notice of such failure or neglect or fails to thereafter diligently pursue the completion of such cure, the non-defaulting Party shall be entitled to all remedies at law and in equity.

9. Notice. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivery shall be made by: (a) personal delivery, in which case, the notice shall be deemed delivered on the date of such personal delivery or upon refusal of receipt; (b) certified mail, return receipt requested, postage prepaid, in which case, the notice shall be deemed delivered on the third business day after the date postmarked; (c) nationally-recognized overnight courier service, next day delivery, prepaid, in which case, the notice shall be deemed delivered on the date indicated on the delivery receipt therefor or upon refusal of receipt; or (d) e-mail transmission, provided that an original of said transmission shall be sent no later than the next business day to the addressee by some other method permitted in this Article 9, in each case, to the Parties, as follows, which information may be changed by written notice given by one Party to the other from time to time:

to Rosa:	Rosa, LLC Attn.: Keenan Fitzpatrick 3737 South Ogden Street Englewood, Colorado 80113 Email: keenfitz@gmail.com
with a copy to:	Packard and Dierking, LLC Attn.: Brad R. Curl 2595 Canyon Boulevard, Suite 200 Boulder, Colorado 80302 Email: brad@packarddierking.com
to BVSD:	Boulder Valley School District No. RE-2 Attn.: Assistant Superintendent of Operational Services 6500 Arapahoe Road Boulder, Colorado 80303 Email: rob.price@bvsd.org
with a copy to:	Caplan & Earnest Attn.: Richard E. Bump and Kristin Edgar 3107 Iris Avenue, Suite 100 Boulder, Colorado 80301 Email: RBump@celaw.com

10. Miscellaneous.

10.1 Entire Agreement. This Agreement embodies the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other agreements,

understandings, representations, and communications, whether written or oral, between the Parties with respect to the subject matter of this Agreement.

10.2 Amendment or Modification. This Agreement may be amended or modified only if such amendment or modification is set forth in a written instrument executed by both Parties. No prior course of dealing or performance between the Parties, nor any trade usage or industry custom, will be deemed effective to modify, amend, or discharge any part of this Agreement or any rights or obligations of either Party by reason of this Agreement.

10.3 Waiver. No right of either Party or provision of this Agreement may be waived or shall be deemed to have been waived, unless such waiver is set forth in a writing executed by the Party against whom such waiver is sought to be enforced. No waiver of any right or provision of this Agreement on any one occasion shall be deemed to be a continuing waiver of such right or provision on any future occasions.

10.4 Assignment. Neither Party may assign its rights or delegate its duties pursuant to this Agreement without the prior written consent of the other Party, not to be unreasonably withheld, conditioned, or delayed; provided, however, that either Party may assign this Agreement to a subsequent purchaser of the Rosa Property or the BVSD Property, as appropriate, to the extent that such third party agrees to assume and be bound by the terms hereof. The terms and conditions of this Agreement shall inure to the benefit of, and be binding upon, the respective successors and assigns of the Parties approved in accordance with this Section 10.4.

10.5 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

10.6 Attorney's Fees. In the event any action is commenced to enforce the terms of this Agreement or the obligations of the Parties pursuant hereto, the prevailing Party in any such action shall be awarded its costs and expenses, including reasonable attorneys' fees through all appeals, in addition to any other remedy awarded in such action.

10.7 Counterparts/Electronic Signatures. This Agreement may be executed in multiple counterparts and each such counterpart shall be deemed to be an original instrument for all purposes, but all such counterparts together shall constitute one instrument. Facsimile and electronic signatures shall have the same force and effect as original signatures.

10.8 Survival. The provisions contained in Articles 5, 6, 7, and 8 of this Agreement shall survive the Closings and continue to bind the Parties' successors and assigns.

10.9 Recordation. This Agreement shall be recorded in the Official Records.

(signatures on following pages)

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

ROSA:

ROSA, LLC, a Colorado limited liability company

By: BellaRM, LLC, a Colorado limited liability company, its Manager

By: Bella Group, LLC, a Colorado limited liability company, its Manager

By: _____
Keenan Fitzpatrick
Manager

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 7 day of August, 2020, by Keenan Fitzpatrick, as Manager of Bella Group, LLC, a Colorado limited liability company, and Manager of BellaRM, LLC, a Colorado limited liability company, and Manager of Rosa, LLC, a Colorado limited liability company.

Witness my hand and official seal.

CHERYL L ECKHARDT
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20034009138
MY COMMISSION EXPIRES MAR 17, 2027

Cheryl L Eckhardt
Notary Public
My commission expires: 3-17-27

(signatures continue on following page)

(signatures continue on following page)

BVSD:

BOULDER VALLEY SCHOOL DISTIRCT NO. RE-2, a political subdivision of the State of Colorado

By: _____
Rob Price, Assistant Superintendent of Operational Services

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

The foregoing instrument was acknowledged before me this 5 day of August, 2024 by Rob Price, as Assistant Superintendent of Operational Services of Boulder Valley School District No. RE-2, a political subdivision of the State of Colorado.

Witness my hand and official seal.

_____
Notary Public
My commission expires: June 27, 2028

SIERRA ESPINOZA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244024502
MY COMMISSION EXPIRES JUNE 27, 2028

EXHIBIT A
to
Agreement

Rosa Property

LOTS 1 AND 2, BLOCK 1, AND THE NORTHEASTERLY 1/2 OF LOT 3, BLOCK 1, UNIVERSITY PARK ADDITION TO BOULDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST CORNER OF SAID LOT 3; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERN BOUNDARY LINE OF SAID LOT 3 A DISTANCE OF 25 FEET;
THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID LOT A DISTANCE OF 125 FEET TO THE NORTHWESTERN BOUNDARY LINE OF SAID LOT;
THENCE NORTHEASTERLY ALONG THE NORTHWESTERN BOUNDARY LINE OF SAID LOT A DISTANCE OF 25 FEET;
THENCE SOUTHEASTERLY ALONG THE NORTHEASTERN BOUNDARY LINE OF SAID LOT A DISTANCE OF 125 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH THAT PORTION OF VACATED ALLEY ADJACENT TO SAID LOTS AS SET FORTH IN ORDINANCE NO. 1969 RECORDED DECEMBER 6, 1972 UNDER RECEPTION NO. 46010.

COUNTY OF BOULDER, STATE OF COLORADO.

EXHIBIT B
to
Agreement

Partial BVSD Property

LOT FOUR (4) AND THE SOUTH HALF OF LOT THREE (3), BLOCK ONE (1), UNIVERSITY PARK ADDITION TO THE CITY OF BOULDER, ACCORDING TO THE RECORDED PLAT THEREOF, SAID SOUTH HALF OF LOT THREE IS MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTH CORNER OF SAID LOT AND RUNNING THENCE NORTHWESTERLY ALONG THE SOUTHWEST BOUNDARY LINE OF SAID LOT A DISTANCE OF 125 FEET TO THE WEST CORNER OF SAID LOT, AND RUNNING THENCE NORTHEASTERLY ALONG THE NORTHWESTERN BOUNDARY LINE OF SAID LOT A DISTANCE OF 25 FEET, THENCE RUNNING SOUTHEASTERLY ALONG THE CENTER LINE OF SAID LOT, AND PARALLEL WITH THE SOUTHWESTERN BOUNDARY LINE THEREOF, A DISTANCE OF 125 FEET TO THE SOUTHEASTERN BOUNDARY LINE OF SAID LOT, THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERN BOUNDARY LINE OF SAID LOT A DISTANCE OF 25 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH THAT PORTION OF VACATED ALLEY ADJACENT TO SAID LOTS AS SET FORTH IN ORDINANCE NO. 1969 RECORDED DECEMBER 6, 1972 UNDER RECEPTION NO. 46010.

COUNTY OF BOULDER, STATE OF COLORADO.

EXHIBIT C
to
Agreement

Vacated Alley (Rosa) Deed

(attached)

After Recording Return To:

Richard E. Bump, Esq.
Caplan & Earnest
3107 Iris Avenue, Suite 100
Boulder, CO 80301

SPECIAL WARRANTY DEED

This DEED is made effective as of the ___ day of _____, 202___, between ROSA, LLC, a Colorado limited liability company (the "***Grantor***") and BOULDER VALLEY SCHOOL DISTRICT NO. RE-2, a political subdivision of the State of Colorado, whose address is 6500 Arapahoe Road, Boulder, Colorado 80303 (the "***Grantee***").

WITNESS, that Grantor, for and in consideration of the sum of One Hundred and 00/100 Dollars ($100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee and its successors and assigns forever all the real property, together with improvements, if any, situate, lying and being in the County of Boulder, State of Colorado, and described in *Exhibit A* attached hereto made a part hereof (the "***Property***").

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances, unto Grantee and its successors and assigns forever. Grantor, for itself, its successors and assigns does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the Property in the quiet and peaceable possession of Grantee, and its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, SUBJECT TO:

(a) all taxes and assessments for year 2026;

(b) those matters set forth on *Exhibit B* attached hereto and made a part hereof; and

(c) Grantor's "***Buy-Back Option***," pursuant to which Grantor may, at its option, and in Grantor's sole and subjective discretion, repurchase the Property in the event of the occurrence of a "***Buy-Back Trigger***," which, for purposes hereof, shall mean either of the following: (i) Grantor or Grantee terminates that certain Agreement by and between Grantor and Grantee recorded in the Boulder County real property records on _____ ___, 2026 at Reception No. _____ (the "***Agreement***") in accordance with Article 3 thereof; or (ii) Grantee fails to convey the Lot 3 Parcel (as defined in the Agreement) to Grantor in accordance with the terms of Article 4 of the Agreement. The repurchase price for the Property shall be One Hundred and 00/100 Dollars ($100.00). Grantor may

exercise its Buy-Back Option by provision of written notice to Grantee no later than thirty (30) days after the occurrence of a Buy-Back Trigger (the "***Exercise Notice***"). In the event that Grantor provides a timely Exercise Notice, Grantee shall, no later than the day that is thirty (30) days after provision of such Exercise Notice, reconvey the Property to Grantor free and clear of all encumbrances against the Property not approved in writing by Grantor and arising after the date of the conveyance pursuant to this Special Warranty Deed and cause, at Grantee's sole cost and expense, Land Title Guarantee Company to issue an extended coverage owner's title policy insuring Grantor's fee title in and to the Property in connection therewith. The Buy-Back Option shall expire and be of no further force and effect upon the completion of the Lot 3 Parcel Closing (as defined in the Agreement) and Grantor shall, upon the reasonable request of Grantee, execute documentation in a recordable form confirming such expiration in the event that it occurs.

(signature page follows)

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

GRANTOR:

ROSA, LLC, a Colorado limited
liability company

By: BellaRM, LLC, a Colorado limited
liability company, its Manager

By: Bella Group, LLC, a Colorado limited
liability company, its Manager

By: _____
Keenan Fitzpatrick, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Keenan Fitzpatrick, as Manager of Bella Group, LLC, a Colorado limited liability company, and Manager of BellaRM, LLC, a Colorado limited liability company, and Manager of Rosa, LLC, a Colorado limited liability company.

Witness my hand and official seal.

_____
Notary Public
My commission expires:_____

Exhibit C-4

EXHIBIT A
to
Special Warranty Deed

THAT PORTION OF THE ALLEY VACATED IN ORDINANCE NO. 1969 RECORDED DECEMBER 6, 1972 UNDER RECEPTION NO. 46010, ADJACENT TO THE FOLLOWING LAND:

LOTS 1 AND 2, BLOCK 1, AND THE NORTHEASTERLY 1/2 OF LOT 3, BLOCK 1, UNIVERSITY PARK ADDITION TO BOULDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST CORNER OF SAID LOT 3; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERN BOUNDARY LINE OF SAID LOT 3 A DISTANCE OF 25 FEET; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID LOT A DISTANCE OF 125 FEET TO THE NORTHWESTERN BOUNDARY LINE OF SAID LOT; THENCE NORTHEASTERLY ALONG THE NORTHWESTERN BOUNDARY LINE OF SAID LOT A DISTANCE OF 25 FEET; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERN BOUNDARY LINE OF SAID LOT A DISTANCE OF 125 FEET TO THE PLACE OF BEGINNING,

COUNTY OF BOULDER, STATE OF COLORADO.

EXHIBIT B
to
Special Warranty Deed

- UTILITY EASEMENTS THAT MAY BE NECESSARY AS RESERVED IN ORDINANCE #1969 RECORDED DECEMBER 06, 1972 UNDER RECEPTION NO. 46010.

- RESERVATIONS AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED MAY 3, 2019 UNDER RECEPTION NO. 03710411.

- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT BY AND BETWEEN ROSA, LLC, A COLORADO LIMITED LIABILITY COMPANY AND BOULDER VALLEY SCHOOL DISTRICT NO. RE-2, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, AS EVIDENCED IN AGREEMENT OR MEMORANDUM THEREOF RECORDED _____ UNDER RECEPTION NO. _____

EXHIBIT D
to
Agreement

Lot 3 Parcel Deed

(attached)

After Recording Return To:

Brad R. Curl, Esq.
Packard Dierking
2595 Canyon Blvd., Suite 200
Boulder, CO 80302

SPECIAL WARRANTY DEED

This DEED is made effective as of the ___ day of _____, 202___, between BOULDER VALLEY SCHOOL DISTRICT NO. RE-2, a political subdivision of the State of Colorado (the "***Grantor***"), and ROSA, LLC, a Colorado limited liability company, whose address is 3737 South Ogden Street, Englewood, Colorado 80113 (the "***Grantee***").

WITNESS, that Grantor, for and in consideration of the sum of Twenty-Five Thousand and 00/100 Dollars ($25,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee and its successors and assigns forever all the real property, together with improvements, if any, situate, lying and being in the County of Boulder, State of Colorado, described as follows:

THE SOUTHERN 20' OF LOT 1A, ROSA UNIHILL SUBDIVISION,
COUNTY OF BOULDER,
STATE OF COLORADO.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee and its successors and assigns forever. Grantor, for itself, its successors and assigns does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, and its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, SUBJECT TO all taxes and assessments for year 2026 and those matters set forth on *Exhibit A* attached hereto and made a part hereof.

(signature page follows)

Exhibit D-2

4919-4114-4735, v. 5

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

GRANTOR:

BOULDER VALLEY SCHOOL DISTRICT
NO. RE-2, a political subdivision of the State
of Colorado

By: _____
Rob Price, Assistant Superintendent of
Operational Services

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Rob Price, as Assistant Superintendent of Operational Services of Boulder Valley School District No. RE-2, a political subdivision of the State of Colorado.

Witness my hand and official seal.

_____
Notary Public
My commission expires:_____

Exhibit D-3

EXHIBIT A

- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CITY OF BOULDER ORDINANCE NO. 6002, DESIGNATING THE STRUCTURE AND IS SITE AT 956 16 STREET UNIVERSITY PARK ADDITION TO THE CITY OF BOULDER, COLORADO, ALSO KNOWN AS UNIVERSITY HILL SCHOOL, A LANDMARK RECORDED AUGUST 12, 1998 UNDER RECEPTION NO. 1834412.

- EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF ROSA UNIHILL SUBDIVISION RECORDED _____ UNDER RECEPTION NO. _____.

- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION AGREEMENT RECORDED _____ UNDER RECEPTION NO. _____.

- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED _____ UNDER RECEPTION NO. _____.

EXHIBIT E
to
Agreement

Lot 1A Deed

(attached)

After Recording Return To:

Brad R. Curl, Esq.
Packard Dierking
2595 Canyon Blvd., Suite 200
Boulder, CO 80302

QUITCLAIM DEED
(C.R.S. §38-30-113(1)(d))

BOULDER VALLEY SCHOOL DISTRICT NO. RE-2, a political subdivision of the State of Colorado, whose street address is 6500 Arapahoe Road, City of Boulder, County of Boulder and State of Colorado, for the consideration of ten dollars ($10.00), in hand paid, hereby sell(s) and quitclaim(s) to ROSA, LLC, a Colorado limited liability company whose street address is 3737 South Ogden Street, City of Englewood, County of Arapahoe and State of Colorado, the following real property, to wit:

Lot 1A, Rosa Unihill Subdivision,
County of Boulder,
State of Colorado,

with all its appurtenances.

Signed this _____ day of _____, 2026.

BOULDER VALLEY SCHOOL DISTIRCT NO. RE-2, a political subdivision of the State of Colorado

By: _____
Rob Price, Assistant Superintendent of Operational Services

Exhibit E-2

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Rob Price, as Assistant Superintendent of Operational Services of Boulder Valley School District No. RE-2, a political subdivision of the State of Colorado.

Witness my hand and official seal.

_____
Notary Public
My commission expires:_____

EXHIBIT F
to
Agreement

Temporary Construction Easement

(attached)

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "***Temporary Easement Agreement***") is made and entered into as of the _____ day of _____, 2026 (the "***Effective Date***"), by and between, BOULDER VALLEY SCHOOL DISTRICT NO. RE-2, a public school district and political subdivision of the State of Colorado whose address is 6500 Arapahoe Road, Boulder, Colorado 80301 ("***BVSD***"), and ROSA, LLC, a Colorado limited liability company, whose address is 3737 South Ogden Street, Englewood, Colorado 80113 ("***Rosa***"). BVSD and Rosa are sometimes referred to herein individually as a "***Party***" or collectively as the "***Parties***".

Recitals:

WHEREAS, Rosa is the record owner of that certain real property commonly known as 965 Broadway, Boulder, Colorado and more particularly described in *Exhibit A* attached hereto (the "***Rosa Property***");

WHEREAS, BVSD is the record owner of that certain real property: (a) that is adjacent to the Rosa Property and commonly known as 956 16th Street; and (b) upon which the University Hill Elementary School and associated parking are located (the "***BVSD Property***"), which BVSD Property includes, in part, the following: (x) that portion thereof more particularly described in *Exhibit B* attached hereto ("***Lot 4A***"); and (y) that certain former alley that was vacated pursuant to City of Boulder Ordinance No. 1969 (the "***Vacation Ordinance***"), a copy of which Vacation Ordinance was recorded in the Boulder County real property records (the "***Official Records***") on December 6, 1972 at Reception No. 46010 (the "***Vacated Alley – BVSD***");

WHEREAS, there is an existing vehicular access from and to Broadway that is located generally within the Vacated Alley – BVSD (the "***Broadway Access***"); and

WHEREAS, the Parties desire that Rosa redevelop the Rosa Property, and in connection therewith:

(a) the Parties have secured, from the City of Boulder (the "***City***"), approval of the following land use applications, each of which includes at least a portion of the Rosa Property and a portion of the BVSD Property: (a) that certain site review application subject to City Case No. LUR2024-00033; and (b) that certain final plat application subject to City Case No. _____ (collectively, the "***Approvals***"); and

(b) Rosa desires to obtain from BVSD, and BVSD is willing to grant to Rosa, a temporary construction easement over, across, under and through Lot 4A and the Vacated Alley – BVSD in connection with Rosa undertaking the Permitted Activities, as hereinafter defined, in accordance with the terms and conditions set forth herein.

Agreement:

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein by this reference, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BVSD and Rosa agree as follows:

1. Grant of Temporary Construction Easement. BVSD hereby grants to Rosa, for the benefit of Rosa and its agents, contractors, successors and assigns, a non-exclusive temporary construction easement (hereinafter the "***Temporary Construction Easement***") over, across, under, and through such portion of Lot 4A and the Vacated Alley – BVSD as may be reasonably necessary for Rosa to undertake and complete the Utilities Work and Adjacent Work, as defined in Sections 1.1 and 1.2 below, respectively (collectively, the "***Permitted Activities***").

1.1 Utilities Work. The Vacation Ordinance reserved a utility easement in favor of the City across the Vacated Alley – BVSD (the "***City Easement***"). The Approvals contemplate Rosa undertaking, at its sole cost and expense, the following work: (a) eliminating the overhead utility line located on or near the northwestern boundary of the Rosa Property, and the southeastern boundary of the Vacated Alley – BVSD (the "***OHU***") (and in connection therewith, the existing utility poles and the existing transformer); and in lieu thereof (b) installing new underground utility lines and locating a new transformer at grade, each within the City Easement and as generally depicted in the Approvals (collectively, the "***Utilities Work***").

1.2 Adjacent Work. For purposes hereof, the "***Adjacent Work***" shall mean that portion of the work subject to the Approvals and located on the Rosa Property regarding which Rosa will need to access the Rosa Property via the Broadway Access and temporarily locate certain vehicles, equipment, and materials therein. For purposes of clarification, the Permitted Activities shall not include any work performed on the Rosa Property itself, but rather, those activities on the BVSD Property that are reasonably necessary in connection with undertaking the Adjacent Work.

2. Term. The Temporary Construction Easement shall commence on the Effective Date and shall expire on the day upon which the first of the following shall occur: (a) Rosa secures all necessary permits, approvals, authorizations, and sign-offs related to the completion of both the Utilities Work and the Adjacent Work; and (b) the "***Outside Expiration Date,***" which for purposes hereof, shall mean the day that is three (3) years after the Effective Date. The Temporary Construction Easement shall not be extended beyond the Outside Expiration Date without the prior written consent of BVSD.

3. Conduct of Permitted Activities / Covenants of Rosa. In exercising the rights granted hereunder, using the Temporary Construction Easement, and undertaking the Permitted Activities, Rosa agrees to each of the following covenants:

3.1 Rosa's Cost. All Permitted Activities shall be performed at Rosa's sole cost and expense and the Utilities Work, if undertaken by Rosa, shall be completed in a prompt, good, and workmanlike manner.

3.2 Notice. Rosa will notify or will cause its contractors to notify BVSD at least two (2) business days before first commencing any Permitted Activities on the BVSD Property.

3.3 Compliance with Law. Rosa shall comply with all applicable laws, rules and ordinances of all governmental entities having jurisdiction over the Permitted Activities in exercising its rights granted hereunder and shall obtain all permits and approvals required by all applicable governmental or quasi-governmental entities prior to undertaking the Permitted Activities.

3.4 Restoration. Insofar as practicable, and to the extent that Rosa or any of its agents or contractors damages the same, Rosa shall restore the surface of the ground of the BVSD Property, irrigation systems, landscaping, walkways and any other improvements on the BVSD Property to the condition in which such items existed immediately prior to Rosa having undertaken the Permitted Activities.

4. Permitted Activities Coordination Provisions. The provisions in this Section 4 shall apply to the Permitted Activities.

4.1 Traffic Flow to be Maintained. BVSD's traffic typically enters the BVSD Property from the west entrance off of 16th Street, continues south and east through the parking lot located on the north side of the BVSD Property, and terminates with vehicles exiting the BVSD Property to the east onto Broadway or continuing south through BVSD's parking lot and onto 17th Street. This established circulation pattern, together with the Broadway Access, are essential to school operations and student safety. Accordingly, without the prior written approval of BVSD, during the school year, which shall extend from the first day of the second week of August through Memorial Day of each calendar year unless and until BVSD notifies Rosa in writing of different dates, Rosa shall ensure, and shall require its contractors to ensure, that the Permitted Activities shall not impede the traffic flow described above on those portions of weekdays that are not school holidays, as follows: (a) before 3:00 p.m. on all weekdays except Wednesdays; and (b) after 8:00 a.m. and before 3:00 p.m. on Wednesdays, unless and until BVSD notifies Rosa in writing of different times.

4.2 Liquidated Damages. It is understood and agreed that Rosa's and its contractors' compliance with Section 4.1 above is a matter of vital necessity to BVSD, that BVSD will suffer substantial harm and damages if Rosa and its contractors do not so comply, and that it would not be possible to accurately determine the amount of such damages. In view of these facts, Rosa agrees to pay BVSD liquidated damages in the amount of $1,000 for each day or partial day, if any, in which Rosa or its contractors violate the obligations with respect to traffic flow pursuant to Section 4.1 above.

5. Insurance and Indemnification against Claims Rosa shall obtain and maintain, and cause its and contractors accessing the BVSD Property to obtain and maintain, with respect to accessing or conducting any Permitted Activities on the BVSD Property, general liability insurance (and in the case of Rosa's contractors, workers' compensation insurance) written on an "occurrence" basis in an amount not less than $1,000,000 per occurrence/$2,000,000 aggregate

covering claims for bodily injury, death or property damage and products and completed operations. BVSD shall be named as an additional insured under the liability insurance policy and the policy shall contain a waiver of subrogation in favor of BVSD. Rosa shall provide evidence of such insurance to BVSD upon BVSD's request. To the extent not covered by insurance required in this Section 5, Rosa shall indemnify and hold BVSD and its directors, agents, and employees harmless from and against all liabilities, costs, and expenses, including attorneys' fees, arising out of, involving, or in connection with any death, personal injury or property damage, to the extent caused by Rosa's or its contractor's acts or omissions in connection with the Permitted Activities during the term of the Temporary Construction Easement. This specific indemnification by Rosa is in addition to and not in lieu of other remedies that may be available to BVSD.

6. **Indemnification against Liens** Rosa will release, indemnify, protect, defend (with counsel reasonably acceptable to Rosa and BVSD) and hold harmless BVSD and the BVSD Property from and against any mechanics', materialmen's, designers' or other liens arising out of or relating to any Permitted Activities undertaken by or on behalf of Rosa on the BVSD Property. If any such lien or Notice of Claim is filed or recorded and Rosa does not, within fifteen (15) days after receipt of written notice from BVSD regarding such filing or recordation, release the same of record or provide BVSD with a bond or other surety satisfactory to BVSD protecting BVSD and the BVSD Property against such lien, Rosa may cause such lien to be released by any means BVSD deems proper, including, but not limited to, paying the claim giving rise to the lien or posting security to cause the discharge of the lien. In such event, Rosa will reimburse BVSD for all amounts BVSD pays (including, without limitation, reasonable attorneys' fees and costs of settling such claims) within thirty (30) days after receipt of documented invoice therefor.

7. **Default.** In the event that a Party fails or neglects to perform its obligations pursuant to this Temporary Easement Agreement and: (a) such failure or neglect is not cured within ten (10) business days after the non-defaulting Party's delivery of written notice of such failure or neglect; or (b) in the case of any failure or neglect that is not curable within that timeframe, the defaulting Party fails to commence such cure within ten (10) business days after receipt of written notice of such failure or neglect or fails to thereafter diligently pursue the completion of such cure, the non-defaulting Party shall be entitled to all remedies at law and in equity.

8. **Notice.** All notices required or permitted to be given pursuant to this Temporary Easement Agreement shall be in writing and delivery shall be made by: (a) personal delivery, in which case, the notice shall be deemed delivered on the date of such personal delivery or upon refusal of receipt; (b) certified mail, return receipt requested, postage prepaid, in which case, the notice shall be deemed delivered on the third business day after the date postmarked; (c) nationally-recognized overnight courier service, next day delivery, prepaid, in which case, the notice shall be deemed delivered on the date indicated on the delivery receipt therefor or upon refusal of receipt; or (d) e-mail transmission, provided that an original of said transmission shall be sent no later than the next business day to the addressee by some other method permitted in this Article 8, in each case, to the Parties, as follows, which information may be changed by written notice given by one Party to the other from time to time:

to Rosa: Rosa, LLC
Attn.: Keenan Fitzpatrick
3737 South Ogden Street

Englewood, Colorado 80113
Email: keenfitz@gmail.com

with a copy to: Packard and Dierking, LLC
Attn.: Brad R. Curl
2595 Canyon Boulevard, Suite 200
Boulder, Colorado 80302
Email: brad@packarddierking.com

to BVSD: Boulder Valley School District RE-2
Attn.: Assistant Superintendent of Operational Services
6500 Arapahoe Road
Boulder, Colorado 80303
Email: rob.price@bvsd.org

with a copy to: Caplan and Earnest LLC
Attn.: Richard E. Bump and Kristin Edgar
3107 Iris Avenue, Suite 100
Boulder, Colorado 80301
Email: RBump@celaw.com
Email: KEdgar@celaw.com

9. Miscellaneous.

9.1 Entire Agreement. This Temporary Easement Agreement embodies the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other agreements, understandings, representations, and communications, whether written or oral, between the Parties with respect to the subject matter of this Temporary Easement Agreement.

9.2 Amendment or Modification. This Temporary Easement Agreement may be amended or modified only if such amendment or modification is set forth in a written instrument executed by both Parties. No prior course of dealing or performance between the Parties, nor any trade usage or industry custom, will be deemed effective to modify, amend, or discharge any part of this Temporary Easement Agreement or any rights or obligations of either Party by reason of this Temporary Easement Agreement.

9.3 Waiver. No right of either Party or provision of this Temporary Easement Agreement may be waived or shall be deemed to have been waived, unless such waiver is set forth in a writing executed by the Party against whom such waiver is sought to be enforced. No waiver of any right or provision of this Temporary Easement Agreement on any one occasion shall be deemed to be a continuing waiver of such right or provision on any future occasions.

9.4 Assignment. Neither Party may assign its rights or delegate its duties pursuant to this Temporary Easement Agreement without the prior written consent of the other Party, not to be unreasonably withheld, conditioned, or delayed; provided, however, that either Party may assign this Temporary Easement Agreement to a subsequent purchaser of the Rosa Property or the

BVSD Property, as appropriate, to the extent that such third party agrees to assume and be bound by the terms hereof. The terms and conditions of this Temporary Easement Agreement shall inure to the benefit of, and be binding upon, the respective successors and assigns of the Parties approved in accordance with this Section 9.4.

9.5 Severability. Whenever possible, each provision of this Temporary Easement Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Temporary Easement Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Temporary Easement Agreement.

9.6 Attorney's Fees. In the event any action is commenced to enforce the terms of this Temporary Easement Agreement or the obligations of the Parties pursuant hereto, the prevailing Party in any such action shall be awarded its costs and expenses, including reasonable attorneys' fees through all appeals, in addition to any other remedy awarded in such action.

9.7 Counterparts/Electronic Signatures. This Temporary Easement Agreement may be executed in multiple counterparts and each such counterpart shall be deemed to be an original instrument for all purposes, but all such counterparts together shall constitute one instrument. Facsimile and electronic signatures shall have the same force and effect as original signatures.

9.8 Recordation. This Temporary Easement Agreement shall be recorded in the Official Records.

9.9 Survival. The provisions contained in Section 3.4 and Article 6 and the indemnity provisions contained in Section 5 shall survive the expiration or termination of this Temporary Easement Agreement.

(signatures on following page)

IN WITNESS WHEREOF, the Parties have executed and delivered this Temporary Easement Agreement as of the Effective Date.

BVSD:

BOULDER VALLEY SCHOOL DISTIRCT NO. RE-2, a political subdivision of the State of Colorado

By: _____
Rob Price, Assistant Superintendent of Operational Services

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by Rob Price, as Assistant Superintendent of Operational Services of Boulder Valley School District No. RE-2, a political subdivision of the State of Colorado.

Witness my hand and official seal.

_____
Notary Public
My commission expires:_____

(signatures continue on following page)

ROSA:

ROSA, LLC, a Colorado limited liability company

By: BellaRM, LLC, a Colorado limited liability company, its Manager

By: Bella Group, LLC, a Colorado limited liability company, its Manager

By: _____
Keenan Fitzpatrick, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by Keenan Fitzpatrick, as Manager of Bella Group, LLC, a Colorado limited liability company, and Manager of BellaRM, LLC, a Colorado limited liability company, and Manager of Rosa, LLC, a Colorado limited liability company.

Witness my hand and official seal.

_____
Notary Public
My commission expires:_____

EXHIBIT A
to
Temporary Construction Easement Agreement

Rosa Property

Lot 1A, Rosa Unihill Subdivision,
County of Boulder,
State of Colorado.

EXHIBIT B
to
Temporary Construction Easement Agreement

Lot 4A

Lot 4A, Rosa Unihill Subdivision,
County of Boulder,
State of Colorado.

EXHIBIT G
to
Agreement

Retaining Wall

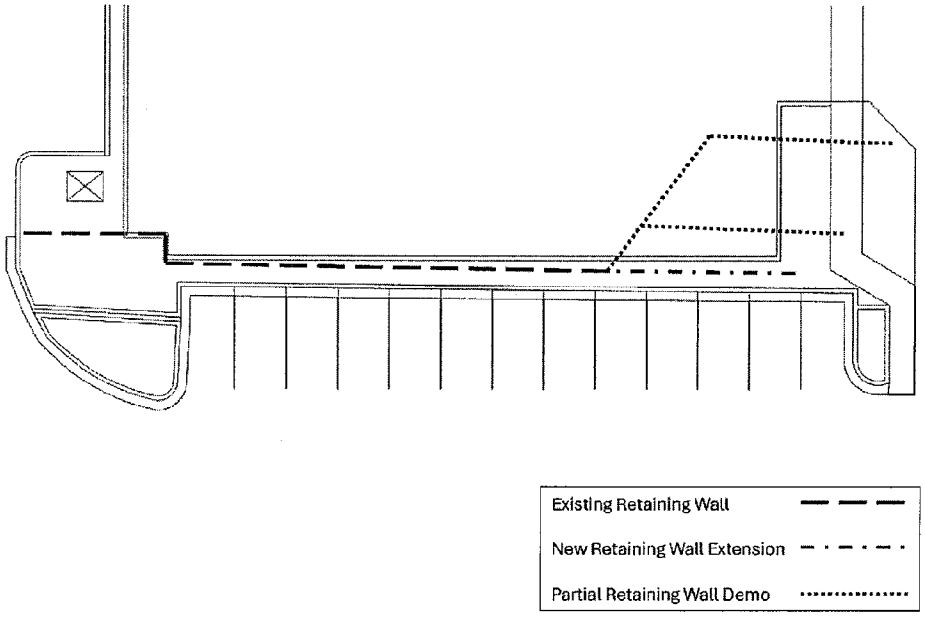


EXHIBIT H
to
Agreement

Retaining Wall/Fence Easement

(attached)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "***Easement Agreement***") is made and entered into as of the ____ day of _____, 2026 (the "***Effective Date***"), by and between BOULDER VALLEY SCHOOL DISTRICT NO. RE-2, a public school district and political subdivision of the State of Colorado whose address is 6500 Arapahoe Road, Boulder, Colorado 80301 ("***BVSD***"), and ROSA, LLC, a Colorado limited liability company, whose address is 3737 South Ogden Street, Englewood, Colorado 80113 ("***Rosa***"). BVSD and Rosa are sometimes referred to herein individually as a "***Party***" or collectively as the "***Parties***".

Recitals:

WHEREAS, Rosa is the record owner of that certain real property commonly known as 965 Broadway, Boulder, Colorado and more particularly described in *Exhibit A* attached hereto (the "***Rosa Property***");

WHEREAS, BVSD is the record owner of that certain real property: (a) that is adjacent to the Rosa Property and commonly known as 956 16th Street; and (b) upon which the University Hill Elementary School (the "***School***") and associated parking are located (the "***BVSD Property***"), which BVSD Property includes, in part, the following: (a) that portion more particularly described in *Exhibit B* attached hereto ("***Lot 4A***"); and (b) that certain former alley vacated pursuant to City of Boulder Ordinance No. 1969, a copy of which ordinance was recorded in the Boulder County real property records on December 6, 1972 at Reception No. 46010 (the "***Vacated Alley***");

WHEREAS, the Parties have secured, from the City of Boulder (the "***City***"), approval of the following land use applications, each of which includes at least a portion of the Rosa Property and the BVSD Property (each, a "***Property,***" and together, the "***Properties***"): (a) that certain site review application subject to City Case No. LUR2024-00033; and (b) that certain final plat application subject to City Case No. _____ (collectively, the "***Approvals***");

WHEREAS, there exists, generally in the location of the shared property line at the southwest side of the Rosa Property and the adjacent Lot 4A, a retaining wall (the "***Retaining Wall***"), and:

(a) a portion of the Retaining Wall is located entirely on the Rosa Property;
(b) a portion of the Retaining Wall is located entirely on Lot 4A; and
(c) a portion of the Retaining Wall straddles the property line between the Rosa Property and Lot 4A;

WHEREAS, subject to, and in accordance with the Approvals, the Parties desire that:

(a) Rosa construct a new extension to the Retaining Wall located entirely on Lot 4A generally in the location depicted on *Exhibit C* (the "***New Retaining Wall Extension***"; and

(b) Rosa reconstruct, as may be necessary as of the Effective Date, structurally unsound portions of the Retaining Wall, regardless of whether that particular portion of the Retaining Wall is located on the Rosa Property or Lot 4A (the "***Initial Partial Retaining Wall Reconstruction***");
(c) Rosa install, upon the top of the Retaining Wall, as finally constructed, a privacy fence (the "***Retaining Wall Fence***"); and
(d) Rosa maintain the Retaining Wall and Retaining Wall Fence (collectively, the "***Improvements***") with BVSD responsible for one-half of the cost thereof;

WHEREAS, the Parties are each party to that certain _____ _____, 2026 Agreement (the "***Omnibus Agreement***"), which Omnibus Agreement addresses numerous matters with respect to the Properties, including, without limitation, the work related to the Improvements described in these Recitals and referred to in the Omnibus Agreement as the "***Retaining Wall/Fence Work***"; and

WHEREAS, pursuant to the terms of the Omnibus Agreement, the Parties desire to enter into this Easement Agreement to grant easements facilitating the undertaking of the Retaining Wall/Fence Work and the continued maintenance thereof, all in accordance with the terms and conditions set forth herein.

Agreement:

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein by this reference, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Easements.

1.1 Construction Easement. BVSD hereby grants to Rosa, for the benefit of Rosa and its agents, contractors, successors and assigns, a non-exclusive easement over, across, under, and through such portion of Lot 4A and the Vacated Alley as may be reasonably necessary for Rosa to undertake and complete the following (collectively, the "***Construction Activities***"):

(a) construction of the New Retaining Wall Extension in accordance with, and subject to, Section 5.2.2 of the Omnibus Agreement;
(b) the Initial Partial Retaining Wall Reconstruction, as the same may be required by, and in accordance with, and subject to, Section 5.2.3 of the Omnibus Agreement; and
(c) construction of the Retaining Wall Fence in accordance with, and subject to, Section 5.2.4 of the Omnibus Agreement.

1.2 Encroachments Easements.

1.2.1 BVSD hereby grants to Rosa, for the benefit of Rosa and its agents, contractors, successors and assigns, a non-exclusive easement for encroachment over, across and under the portion the Encroachments Easement Area (defined below) located on Lot 4A for the

purpose of allowing the encroachment of the Improvements onto Lot 4A. Rosa hereby grants to BVSD, for the benefit of Rosa and its agents, contractors, successors and assigns, a non-exclusive easement for encroachment over, across and under the portion the Encroachments Easement Area located on the Rosa Property for the purposes of allowing the encroachment of the Improvements onto the Rosa Property.

1.2.2 As used in this Easement Agreement, the "***Encroachments Easement Area***" shall mean those portions of the Properties upon which the Improvements are located. The Encroachments Easement Area shall include the ground above those portions of the Improvements located underground where the below-grade footprint of such Improvements exceeds the above-grade footprint of such Improvements, including the underground areas used for any base slab, footing, anchor(s), foundation, and related drainage improvements.

1.3 Maintenance Work/Maintenance Easement.

1.3.1 The Parties agree that maintaining the Improvements in a structurally-sound and first-class manner is a benefit to both of them, and accordingly, that they shall undertake such maintenance, repair, and replacement of the Improvements as may be required in connection therewith (collectively, the "***Maintenance Work***"). In that regard, each Party shall stay reasonably informed regarding the condition of that portion of the Improvements located on its Property and shall notify the other Party when it becomes aware of any Maintenance Work that may be required.

1.3.2 The Parties shall work with each other in good faith in an attempt to mutually agree upon the nature and scope of any Maintenance Work that must be undertaken. Notwithstanding the foregoing, if either Party obtains the written opinion of a licensed third-party structural engineer that any portion of the Retaining Wall is structurally unsound, neither Party may object to completing the Maintenance Work remedying such condition.

1.3.3 Rosa shall contract with third parties regarding the performance of all Maintenance Work. Such third-party providers shall not be affiliated with either Party and all costs and expenses incurred pursuant to such Maintenance Work contracts shall be at competitive, arms-length market rates.

1.3.4 No later than thirty (30) days after Rosa's provision of: (a) an invoice to BVSD with respect to the costs and expenses of any Maintenance Work, whether in connection with Maintenance Work that has already been completed, and/or pre-paid deposits that must be tendered prior to commencing such Maintenance Work (collectively, the "***Maintenance Work Cost***"); and (b) such supporting detail/information as may be reasonably required to establish the Maintenance Work Cost, BVSD shall tender to Rosa, in good funds, an amount equal to one-half (1/2) of the Maintenance Work Cost.

1.3.5 BVSD hereby grants to Rosa, for the benefit of Rosa and its agents, contractors, successors and assigns, a non-exclusive easement over, across, under, and through such portion of Lot 4A and the Vacated Alley as may be reasonably necessary for Rosa to undertake and complete Maintenance Work (the "***Maintenance Activities***").

2. Coordination Provisions. So long as BVSD continues to operate the School on the BVSD Property, the provisions in this Article 2 shall apply to the Construction Activities and Maintenance Activities, to the extent that the same requires Rosa or its contractors to access the relevant portion of the Improvements from the BVSD Property (collectively, the "***Permitted Activities***").

2.1 Traffic Flow to be Maintained. BVSD's traffic typically enters the BVSD Property from the west entrance off of 16th Street, continues south and east through the parking lot located on the north side of the BVSD Property, and terminates with vehicles exiting the BVSD Property to the east onto Broadway or continuing south through BVSD's parking lot and onto 17th Street. This established circulation pattern, together with the Broadway Access, are essential to School operations and student safety. Accordingly, without the prior written approval of BVSD, during the school year, which shall extend from the first day of the second week of August through Memorial Day of each calendar year unless and until BVSD notifies Rosa in writing of different dates, Rosa shall ensure, and shall require its contractors to ensure, that the Permitted Activities shall not impede the traffic flow described above on those portions of weekdays that are not school holidays, as follows: (a) before 3:00 p.m. on all weekdays except Wednesdays; and (b) after 8:00 a.m. and before 3:00 p.m. on Wednesdays, unless and until BVSD notifies Rosa in writing of different times.

2.2 Liquidated Damages. It is understood and agreed that Rosa's and its contractors' compliance with Section 2.1 above is a matter of vital necessity to BVSD, that BVSD will suffer substantial harm and damages if Rosa and its contractors do not so comply, and that it would not be possible to accurately determine the amount of such damages. In view of these facts, Rosa agrees to pay BVSD liquidated damages in the amount of $1,000 for each day or partial day, if any, in which Rosa or its contractors violate the obligations with respect to traffic flow pursuant to Section 2.1 above.

3. Conduct of Permitted Activities.

3.1 Notice. Rosa will notify or will cause its contractors to notify BVSD at least two (2) business days before first commencing any Permitted Activities on the BVSD Property.

3.2 Compliance with Law. Rosa shall comply with all applicable laws, rules and ordinances of all governmental entities having jurisdiction over the Permitted Activities in exercising its rights granted hereunder and shall obtain all permits and approvals required by all applicable governmental or quasi-governmental entities prior to undertaking the Permitted Activities. BVSD shall, at its own expense, cooperate with Rosa in connection therewith and shall execute all applications and other documents reasonably required in connection therewith.

3.3 Restoration. Insofar as practicable, and to the extent that Rosa or any of its agents or contractors damages the same, Rosa shall restore the surface of the ground of the BVSD Property, irrigation systems, landscaping, walkways and any other improvements on the BVSD Property to the condition in which such items existed immediately prior to Rosa having undertaken the Permitted Activities. The cost of such restoration work shall be included within the Maintenance Work Cost.

4. Insurance and Indemnification against Claims.

4.1 Rosa shall obtain and maintain, and cause its and contractors accessing the BVSD Property to obtain and maintain, with respect to accessing or conducting any Permitted Activities on the BVSD Property, general liability insurance (and in the case of Rosa's contractors, workers' compensation insurance) written on an "occurrence" basis in an amount not less than $1,000,000 per occurrence/$2,000,000 aggregate covering claims for bodily injury, death or property damage and products and completed operations. BVSD shall be named as an additional insured under the liability insurance policy and the policy shall contain a waiver of subrogation in favor of BVSD. Rosa shall provide evidence of such insurance to BVSD upon BVSD's request.

4.2 To the extent not covered by insurance required in Section 4.1 above, Rosa shall indemnify and hold BVSD and its directors, agents, and employees harmless from and against all liabilities, costs, and expenses, including attorneys' fees, arising out of, involving, or in connection with any death, personal injury or property damage, to the extent caused by: (a) Rosa's or its contractor's acts or omissions in connection with the Permitted Activities; or (b) any breach of this Easement Agreement. This specific indemnification by Rosa is in addition to and not in lieu of other remedies that may be available to BVSD.

4.3 To the extent permitted by Colorado law, BVSD shall indemnify and hold Rosa and its member, managers, agents, and employees harmless from and against all liabilities, costs, and expenses, including attorneys' fees, arising out of, involving, or in connection with any death, personal injury or property damage, to the extent caused by any breach of this Easement Agreement. This specific indemnification by BVSD is in addition to and not in lieu of other remedies that may be available to Rosa. Notwithstanding anything contained herein to the contrary, BVSD retains all of its rights, immunities, and protections provided under Colorado law, including the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-110 *et seq.*

5. Indemnification against Liens. In the case that BVSD has timely tendered to Rosa BVSD's portion of the Maintenance Work Cost: (a) Rosa will release, indemnify, protect, defend (with counsel reasonably acceptable to Rosa and BVSD) and hold harmless BVSD and the BVSD Property from and against any mechanics', materialmen's, designers' or other liens arising out of or relating to any Permitted Activities undertaken by or on behalf of Rosa on the BVSD Property; and (b) if any such lien or Notice of Claim is filed or recorded and Rosa does not, within fifteen (15) days after receipt of written notice from BVSD regarding such filing or recordation, release the same of record or provide BVSD with a bond or other surety satisfactory to BVSD protecting BVSD and the BVSD Property against such lien, Rosa may cause such lien to be released by any means BVSD deems proper, including, but not limited to, paying the claim giving rise to the lien or posting security to cause the discharge of the lien. In such event, Rosa will reimburse BVSD for all amounts BVSD pays (including, without limitation, reasonable attorneys' fees and costs of settling such claims) within thirty (30) days after receipt of documented invoice therefor.

6. Default. In the event that a Party fails or neglects to perform its obligations pursuant to this Easement Agreement and: (a) such failure or neglect is not cured within ten (10) business days after the non-defaulting Party's delivery of written notice of such failure or neglect; or (b) in the

case of any non-monetary failure or neglect that is not curable within that timeframe, the defaulting Party fails to commence such cure within ten (10) business days after receipt of written notice of such failure or neglect or fails to thereafter diligently pursue the completion of such cure, the non-defaulting Party shall be entitled to all remedies at law and in equity.

7. **Notice.** All notices required or permitted to be given pursuant to this Easement Agreement shall be in writing and delivery shall be made by: (a) personal delivery, in which case, the notice shall be deemed delivered on the date of such personal delivery or upon refusal of receipt; (b) certified mail, return receipt requested, postage prepaid, in which case, the notice shall be deemed delivered on the third business day after the date postmarked; (c) nationally-recognized overnight courier service, next day delivery, prepaid, in which case, the notice shall be deemed delivered on the date indicated on the delivery receipt therefor or upon refusal of receipt; or (d) e-mail transmission, provided that an original of said transmission shall be sent no later than the next business day to the addressee by some other method permitted in this Article 7, in each case, to the Parties, as follows, which information may be changed by written notice given by one Party to the other from time to time:

to Rosa:
Rosa, LLC
Attn.: Keenan Fitzpatrick
3737 South Ogden Street
Englewood, Colorado 80113
Email: keenfitz@gmail.com

with a copy to:
Packard and Dierking, LLC
Attn.: Brad R. Curl
2595 Canyon Boulevard, Suite 200
Boulder, Colorado 80302
Email: brad@packarddierking.com

to BVSD:
Boulder Valley School District RE-2
Attn.: Assistant Superintendent of Operational Services
6500 Arapahoe Road
Boulder, Colorado 80303
Email: rob.price@bvsd.org

with a copy to:
Caplan and Earnest LLC
Attn.: Richard E. Bump and Kristin Edgar
3107 Iris Avenue, Suite 100
Boulder, Colorado 80301
Email: RBump@celaw.com
Email: KEdgar@celaw.com

8. **Miscellaneous.**

8.1 Entire Agreement. This Easement Agreement embodies the entire agreement

between the Parties with respect to the subject matter hereof, and supersedes all other agreements, understandings, representations, and communications, whether written or oral, between the Parties with respect to the subject matter of this Easement Agreement.

8.2 Amendment or Modification. This Easement Agreement may be amended or modified only if such amendment or modification is set forth in a written instrument executed by both Parties. No prior course of dealing or performance between the Parties, nor any trade usage or industry custom, will be deemed effective to modify, amend, or discharge any part of this Easement Agreement or any rights or obligations of either Party by reason of this Easement Agreement.

8.3 Waiver. No right of either Party or provision of this Easement Agreement may be waived or shall be deemed to have been waived, unless such waiver is set forth in a writing executed by the Party against whom such waiver is sought to be enforced. No waiver of any right or provision of this Easement Agreement on any one occasion shall be deemed to be a continuing waiver of such right or provision on any future occasions.

8.4 Assignment. Neither Party may assign its rights or delegate its duties pursuant to this Easement Agreement without the prior written consent of the other Party, not to be unreasonably withheld, conditioned, or delayed; provided, however, that either Party may assign this Easement Agreement to a subsequent purchaser of the Rosa Property or the BVSD Property, as appropriate, to the extent that such third party agrees to assume and be bound by the terms hereof. The terms and conditions of this Easement Agreement shall run with the land and inure to the benefit of, and be binding upon, the respective successors and assigns of the Parties approved in accordance with this Section 8.4.

8.5 Severability. Whenever possible, each provision of this Easement Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Easement Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Easement Agreement.

8.6 Attorney's Fees. In the event any action is commenced to enforce the terms of this Easement Agreement or the obligations of the Parties pursuant hereto, the prevailing Party in any such action shall be awarded its costs and expenses, including reasonable attorneys' fees through all appeals, in addition to any other remedy awarded in such action.

8.7 Counterparts/Electronic Signatures. This Easement Agreement may be executed in multiple counterparts and each such counterpart shall be deemed to be an original instrument for all purposes, but all such counterparts together shall constitute one instrument. Facsimile and electronic signatures shall have the same force and effect as original signatures.

8.8 Recordation. This Easement Agreement shall be recorded in the Boulder County real property records.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

BVSD:

BOULDER VALLEY SCHOOL DISTIRCT NO. RE-2, a political subdivision of the State of Colorado

By: _____
Rob Price, Assistant Superintendent of Operational Services

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Rob Price, as Assistant Superintendent of Operational Services of Boulder Valley School District No. RE-2, a political subdivision of the State of Colorado.

Witness my hand and official seal.

_____
Notary Public
My commission expires:_____

(signatures continued on following page)

ROSA:

ROSA, LLC, a Colorado limited liability company

By: BellaRM, LLC, a Colorado limited liability company, its Manager

By: Bella Group, LLC, a Colorado limited liability company, its Manager

By: _____
Keenan Fitzpatrick, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Keenan Fitzpatrick, as Manager of Bella Group, LLC, a Colorado limited liability company, and Manager of BellaRM, LLC, a Colorado limited liability company, and Manager of Rosa, LLC, a Colorado limited liability company.

Witness my hand and official seal.

_____
Notary Public
My commission expires:_____

CONSENT AND SUBORDINATION OF LENDER

THE CENTRAL TRUST BANK d/b/a BANK CENTRAL, a Missouri corporation (the "***Lender***"), is: (a) the beneficiary pursuant to that certain April 8, 2024 Deed of Trust granted by Rosa, LLC, a Colorado limited liability company (the "***Borrower***"), to the Public Trustee of Boulder County, Colorado, for the benefit of Lender, recorded in the Boulder County real property records (the "***Official Records***") on April 16, 2024 at Reception No. 04043855 (the "***Deed of Trust***"); and (b) the assignee pursuant to that certain April 8, 2024 Assignment of Rents by and between Lender and Borrower recorded in the Official Records on April 16, 2024 at Reception No. 04043856 (the "***Assignment of Rents***").

Lender hereby consents to, and approves, the foregoing instrument and agrees that the liens of the Deed of Trust and Assignment of Rents, as the same may be amended, are subject and subordinate to the foregoing instrument.

Dated as of the _____ day of _____ 2026.

LENDER:

THE CENTRAL TRUST BANK d/b/a BANK CENTRAL, a Missouri corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Consent and Subordination of Lender was acknowledged before me this _____ day of _____ 2026, by _____ as _____ of The Central Trust Bank d/b/a Bank Central, a Missouri corporation, on behalf of the corporation.

Witness my hand and official seal.

_____
Notary Public

My commission expires: _____

Exhibit H-11

EXHIBIT A
to
Easement Agreement

Rosa Property

Lot 1A, Rosa Unihill Subdivision,
County of Boulder,
State of Colorado.

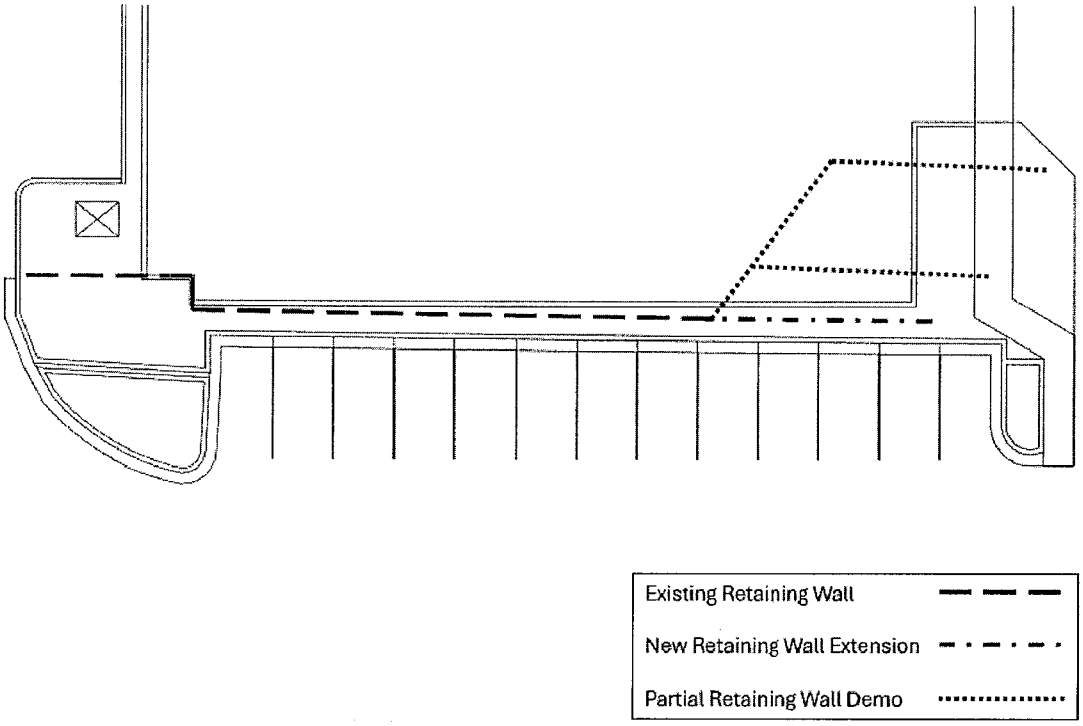
EXHIBIT B
to
Easement Agreement

Lot 4A

Lot 4A, Rosa Unihill Subdivision,
County of Boulder,
State of Colorado.

EXHIBIT C
to
Easement Agreement

Retaining Wall



After Recording Return To:

Richard E. Bump, Esq.
Caplan & Earnest
3107 Iris Avenue, Suite 100
Boulder, CO 80301

SPECIAL WARRANTY DEED

This DEED is made effective as of the 3rd day of September, 2026, between ROSA, LLC, a Colorado limited liability company (the "***Grantor***") and BOULDER VALLEY SCHOOL DISTRICT NO. RE-2, a political subdivision of the State of Colorado, whose address is 6500 Arapahoe Road, Boulder, Colorado 80303 (the "***Grantee***").

WITNESS, that Grantor, for and in consideration of the sum of One Hundred and 00/100 Dollars ($100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee and its successors and assigns forever all the real property, together with improvements, if any, situate, lying and being in the County of Boulder, State of Colorado, and described in *Exhibit A* attached hereto made a part hereof (the "***Property***").

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances, unto Grantee and its successors and assigns forever. Grantor, for itself, its successors and assigns does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the Property in the quiet and peaceable possession of Grantee, and its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, SUBJECT TO:

(a) all taxes and assessments for year 2026;

(b) those matters set forth on *Exhibit B* attached hereto and made a part hereof; and

(c) Grantor's "***Buy-Back Option***," pursuant to which Grantor may, at its option, and in Grantor's sole and subjective discretion, repurchase the Property in the event of the occurrence of a "***Buy-Back Trigger***," which, for purposes hereof, shall mean either of the following: (i) Grantor or Grantee terminates that certain Agreement by and between Grantor and Grantee recorded in the Boulder County real property records on August 27, 2026 at Reception No. 04145459 (the "***Agreement***") in accordance with Article 3 thereof; or (ii) Grantee fails to convey the Lot 3 Parcel (as defined in the Agreement) to Grantor in accordance with the terms of Article 4 of the Agreement. The repurchase price for the Property shall be One Hundred and 00/100 Dollars ($100.00). Grantor may exercise its Buy-Back Option by provision of written notice to Grantee no later than thirty (30)

days after the occurrence of a Buy-Back Trigger (the "***Exercise Notice***"). In the event that Grantor provides a timely Exercise Notice, Grantee shall, no later than the day that is thirty (30) days after provision of such Exercise Notice, reconvey the Property to Grantor free and clear of all encumbrances against the Property not approved in writing by Grantor and arising after the date of the conveyance pursuant to this Special Warranty Deed and cause, at Grantee's sole cost and expense, Land Title Guarantee Company to issue an extended coverage owner's title policy insuring Grantor's fee title in and to the Property in connection therewith. The Buy-Back Option shall expire and be of no further force and effect upon the completion of the Lot 3 Parcel Closing (as defined in the Agreement) and Grantor shall, upon the reasonable request of Grantee, execute documentation in a recordable form confirming such expiration in the event that it occurs.

(signature page follows)

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

GRANTOR:

ROSA, LLC, a Colorado limited liability company

By: BellaRM, LLC, a Colorado limited liability company, its Manager

By: Bella Group, LLC, a Colorado limited liability company, its Manager

By: _____
Keenan Fitzpatrick, Manager

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 3 day of September, 2026, by Keenan Fitzpatrick, as Manager of Bella Group, LLC, a Colorado limited liability company, and Manager of BellaRM, LLC, a Colorado limited liability company, and Manager of Rosa, LLC, a Colorado limited liability company.

Witness my hand and official seal.

YO HAN CHANG
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20254022686
MY COMMISSION EXPIRES 06/13/2029

_____
Notary Public
My commission expires: 6/13/29

EXHIBIT A
to
Special Warranty Deed

THAT PORTION OF THE ALLEY VACATED IN ORDINANCE NO. 1969 RECORDED DECEMBER 6, 1972 UNDER RECEPTION NO. 46010, ADJACENT TO THE FOLLOWING LAND:

LOTS 1 AND 2, BLOCK 1, AND THE NORTHEASTERLY 1/2 OF LOT 3, BLOCK 1, UNIVERSITY PARK ADDITION TO BOULDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST CORNER OF SAID LOT 3; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERN BOUNDARY LINE OF SAID LOT 3 A DISTANCE OF 25 FEET; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID LOT A DISTANCE OF 125 FEET TO THE NORTHWESTERN BOUNDARY LINE OF SAID LOT; THENCE NORTHEASTERLY ALONG THE NORTHWESTERN BOUNDARY LINE OF SAID LOT A DISTANCE OF 25 FEET; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERN BOUNDARY LINE OF SAID LOT A DISTANCE OF 125 FEET TO THE PLACE OF BEGINNING,

COUNTY OF BOULDER, STATE OF COLORADO.

EXHIBIT B
to
Special Warranty Deed

- UTILITY EASEMENTS THAT MAY BE NECESSARY AS RESERVED IN ORDINANCE #1969 RECORDED DECEMBER 06, 1972 UNDER RECEPTION NO. 46010.

- RESERVATIONS AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED MAY 3, 2019 UNDER RECEPTION NO. 03710411.

- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT BY AND BETWEEN ROSA, LLC, A COLORADO LIMITED LIABILITY COMPANY AND BOULDER VALLEY SCHOOL DISTRICT NO. RE-2, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, AS EVIDENCED IN AGREEMENT OR MEMORANDUM THEREOF RECORDED 9/27/24 UNDER RECEPTION NO. 04145459

Travel Demand Management Plan

965 BROADWAY

Boulder, Colorado

Prepared for

Studio Architecture
PO Box 17983
Boulder, CO 80308

Prepared by

LSC Transportation Consultants, Inc.
1889 York Street
Denver, CO 80206
(303) 333-1105

August 14, 2024
LSC #240400

Introduction

This Travel Demand Management (TDM) Plan has been prepared for the 965 Broadway residential development in Boulder, Colorado. The site is located south of Broadway and east of 16th Street. The site is proposed to include about 12 residential multi-family dwelling units.

The location of the site with respect to the surrounding land uses and roadway system is shown in Figure 1. The conceptual site plan is shown in Figure 2. There are no amenities proposed on site that would reduce vehicle-trips such as fitness rooms, study areas, or café due to the small size of the project.

This TDM Plan supports a 20 percent alternative travel mode reduction and a 50 percent parking reduction supported by the various TDM alternatives available in the City of Boulder and the TDM measures proposed by the applicant.

Existing Alternate Travel Modes Description

The following existing conditions contribute to the transportation demand management goals of the City of Boulder. The site is well-positioned to make good use of these existing opportunities.

Existing Transit Service

The Regional Transportation District (RTD) is the governing body responsible for fixed-route transit (public transportation) service throughout the Denver metropolitan area, including Boulder. Figure 3 shows the existing bus stops and transit routes within the vicinity of the site, including the following routes:

- AB
- FF
- BOLT
- HOP
- JUMP
- SKIP

Demand-responsive services are available to both seniors and persons with disabilities through Via (formerly Special Transit). Established in 1979, this non-profit provides safe

and affordable rides in accessible buses to people with limited mobility. Rides are scheduled in advance and have a 30-minute pick-up window.

Existing Bicycle and Pedestrian Network

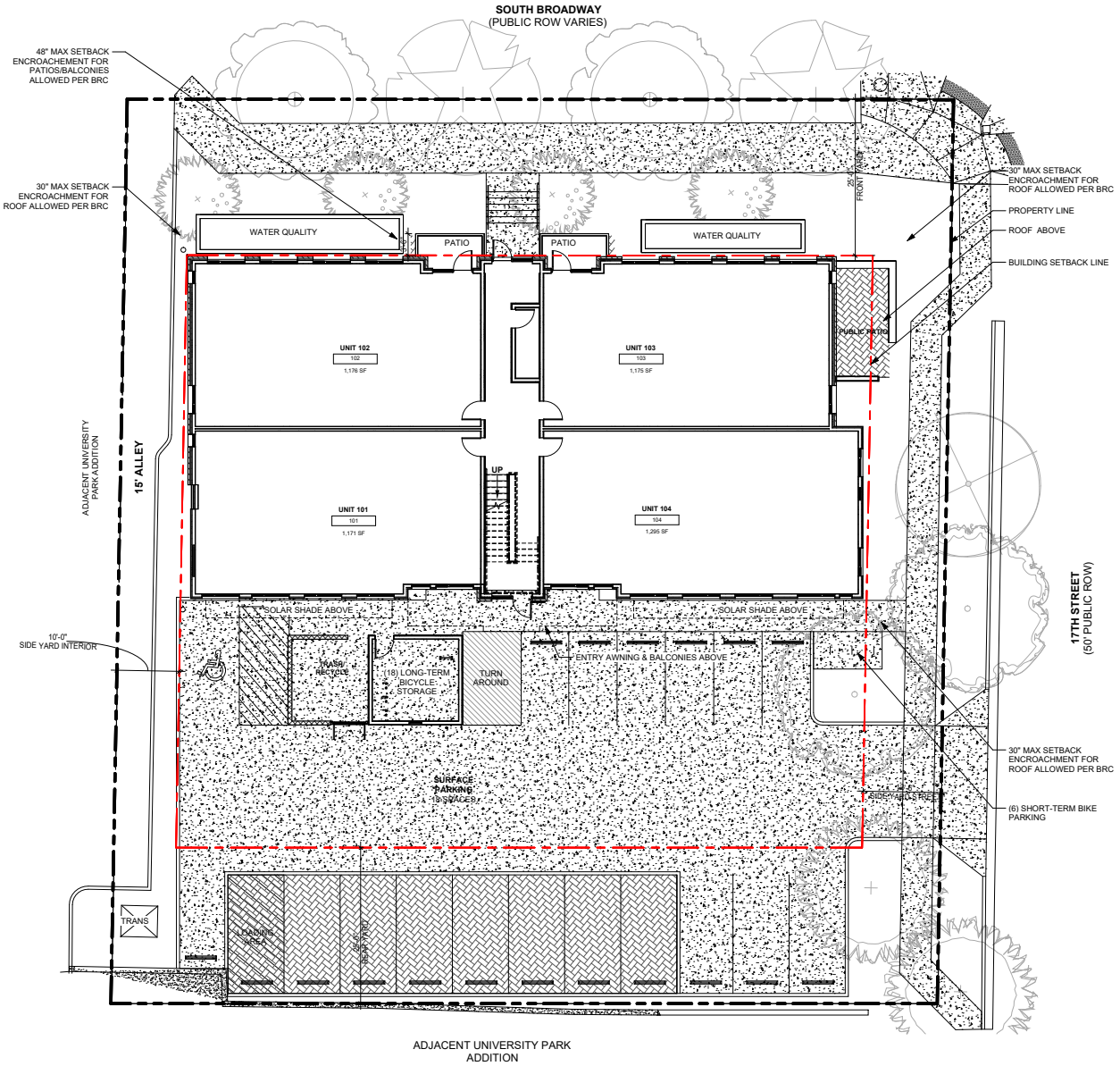
The City of Boulder maintains an extensive bicycle and pedestrian network throughout the City. Figure 4 shows bicycle and pedestrian routes within the vicinity of the site. In addition, many of the streets in the project vicinity have attached or detached sidewalks.



Figure 1

Vicinity Map

965 Broadway TDM (LSC #240400)

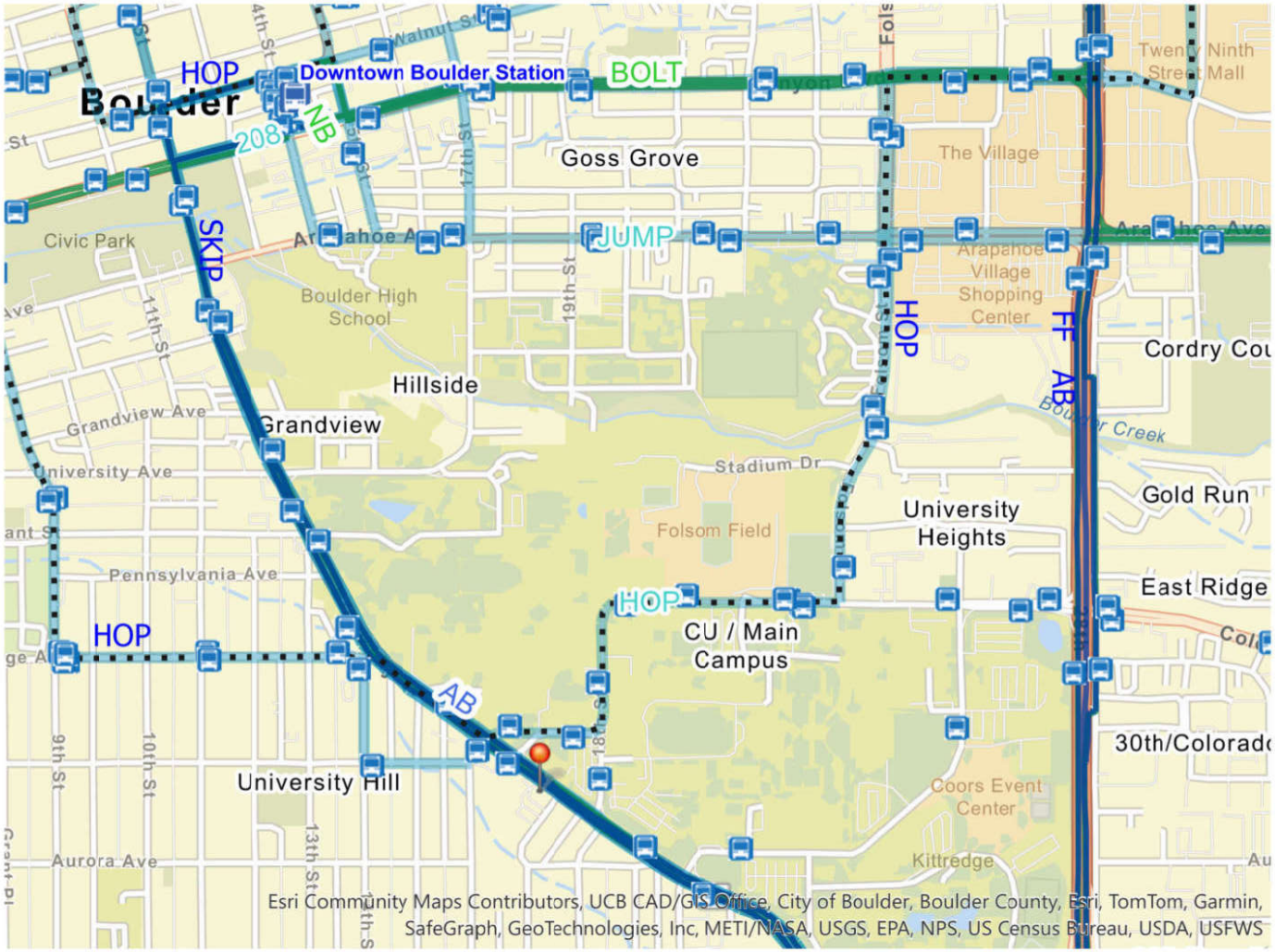


Approximate Scale
Scale: NTS

Figure 2

Site Plan

965 Broadway TDM (LSC #240400)



= Bus Stop

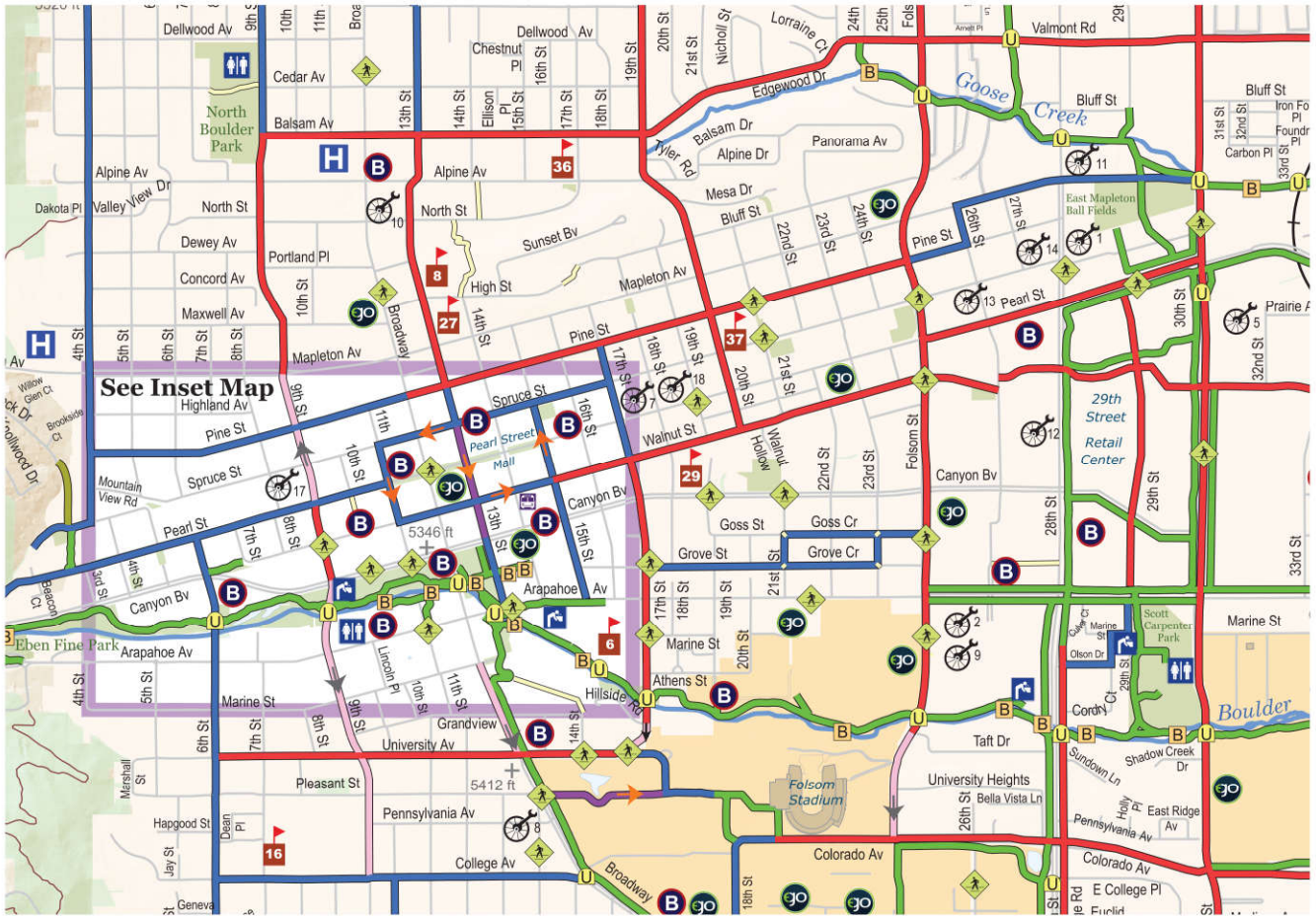
= B-cycle Location

= Car2go Vehicle

Figure 3

Existing Bus Stops and Transit Routes

965 Broadway TDM (LSC #240400)



B = Bridge

U = Underpass

= Enhanced Pedestrian Crossing

B = B-cycle Location

= Bike Shop

LEGEND:

- On-Street Bike Lane
- Designated Bike Lane
- Separated Bike Lane
- Multi-Use Path
- Climbing Lane

Figure 4

Existing Bike and Pedestrian Routes

965 Broadway (LSC #240400)

Transportation Demand Management (TDM) Strategy for Multi-Family Residential Units

The site is proposed to include 12 residential multi-family dwelling units.

Table 1 shows the actions the applicant intends to take to increase the percentage of alternative travel modes utilized by the residential portion of the site and to decrease parking demand.

An alternative travel mode reduction of 20 percent and an overall parking reduction of 50 percent is supported by the TDM measures proposed by the applicant combined with the proposed use and location consistent with the *Boulder Revised Code*.

Table 1
965 Broadway TDM Plan

TDM Toolkit Element	TDM Action Items
Orientation Packets	An orientation packet will be provided to each new resident which includes brochures, maps, and other resources to inform residents of their transportation options. This packet will include RTD bus information, the City of Boulder bicycle and pedestrian map (or similar), instructions for the proper parking of Lime scooters, and information on special events. This packet will be provided initially by the developer at the time of sale or by a lessor thereafter.
Evaluation	Through sales or lease agreement, the site's residents will agree to participate in annual on-line or paper surveys regarding their use and satisfaction with transportation demand management programs. The evaluation is expected to be administered by the property management - the City of Boulder will provide the survey questions using Survey Monkey or similar on-line tools.The developer will secure agreement to participate, with the expectation that 10-20% of residents will actually participate based on typical survey return rates. The City of Boulder will be responsible for data analysis and summarization.
Pedestrian Enhancements	Improvements will be made to the existing sidewalks around the site.
Bike Enhancements	The site will have connections to the existing sidewalks and paths in the vicinity of the site.
Transit Enhancements	Information about transit service will be provided in the orientation packets at lease signing, also described above. The building manager's leasing agent will serve as the transportation coordinator to assure residents are fully aware of the various TDM measures that are available.
Alternative Transportation Fund	The applicant proposes to make available a $150/year transportation subsidy per unit if the residents do not require on-site parking. If they have a vehicle they will need to show it will be parked in an acceptable location to receive the subsidy. The fund could be used for car share, Lime Scooters, TNC rides, etc. The applicant will work with City staff to determine how best to administer the program.
NECO Pass Program Particiaption	The site proposes to participate in the NECO Bus Pass program. The applicant will pay the cost of providing ECO passes to residents for a period of three years. The applicant will need feedback from the City regarding the cost of the program. It is important to note that CU students and Naropa students already have access to Eco passes and CU students also have access to B-Cycle memberships.
Lime Scooters	The applicant will work with City staff to determine if a Lime Scooter parking space would be appropriate on public right-of-way near the site. The proposed Alternative Transportation Fund could be used to fund Lime Scooter usage.
Meet Short-Term Bicycle Parking Requirement	The site is proposing 6 short-term bicycle parking spaces which meets the requirement of 6 short-term bicycle parking spaces.
Meet Long-Term Bicycle Parking Requirement	The site is proposing 20 long-term secure and covered bicycle parking spaces which exceeds the requirement of 18 long-term bicycle parking spaces. The applicant is committed to maximizing long-term bike parking but there is limited space on the site to significantly exceed the requirements.
Vehicle Parking	The applicant is proposing 18 vehicle parking spaces for residents which is less than the requirement of 36 vehicle parking spaces which results in a request for a 50% parking reduction. At the request of the City the applicant will unbundle parking costs from the unit lease.

UNIVERSITY PARK ADDITION REPLAT B PRELIMINARY PLAT

A REPLAT OF LOTS 1 THROUGH 4, BLOCK 1, UNIVERSITY PARK ADDITION,
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 70 WEST
OF THE 6TH P.M., CITY OF BOULDER, COUNTY OF BOULDER, STATE OF COLORADO
TOTAL EXISTING AREA = 24,977.73 SQ FT OR 0.573 ACRES
SHEET 1 OF 3

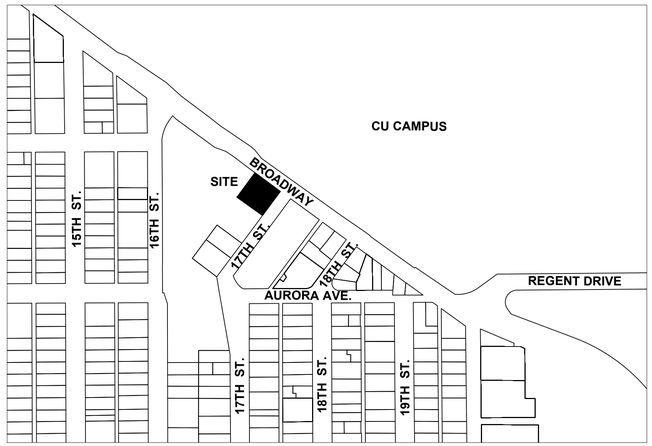
LEGAL DESCRIPTIONS :
(965 BROADWAY AND A PORTION OF 956 16TH STREET) FROM LAND TITLE GUARANTEE COMPANY
ORDER NUMBER: ABZ70843134-9 DATED 9/8/2026.

PARCEL A: LOTS 1 AND 2, BLOCK 1, AND THE NORTHEASTERLY 1/2 OF LOT 3, BLOCK 1, UNIVERSITY PARK ADDITION TO BOULDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST CORNER OF SAID LOT 3; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERN BOUNDARY LINE OF SAID LOT 3 A DISTANCE OF 25 FEET; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID LOT A DISTANCE OF 125 FEET TO THE NORTHWESTERN BOUNDARY LINE OF SAID LOT; THENCE NORTHEASTERLY ALONG THE NORTHWESTERN BOUNDARY LINE OF SAID LOT A DISTANCE OF 25 FEET; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERN BOUNDARY LINE OF SAID LOT A DISTANCE OF 125 FEET TO THE PLACE OF BEGINNING. COUNTY OF BOULDER, STATE OF COLORADO.

PARCEL B: LOT FOUR (4) AND THE SOUTH HALF OF LOT THREE (3), BLOCK ONE (1), UNIVERSITY PARK ADDITION TO THE CITY OF BOULDER, ACCORDING TO THE RECORDED PLAT THEREOF, SAID SOUTH HALF OF LOT THREE IS MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTH CORNER OF SAID LOT AND RUNNING THENCE NORTHWESTERLY ALONG THE SOUTHWEST BOUNDARY LINE OF SAID LOT A DISTANCE OF 125 FEET TO THE WEST CORNER OF SAID LOT, AND RUNNING THENCE NORTHEASTERLY ALONG THE NORTHWESTERN BOUNDARY LINE OF SAID LOT A DISTANCE OF 25 FEET, THENCE RUNNING SOUTHEASTERLY ALONG THE CENTER LINE OF SAID LOT, AND PARALLEL WITH THE SOUTHWESTERN BOUNDARY LINE THEREOF, A DISTANCE OF 125 FEET TO THE SOUTHEASTERN BOUNDARY LINE OF SAID LOT, THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERN BOUNDARY LINE OF SAID LOT A DISTANCE OF 25 FEET TO THE PLACE OF BEGINNING.
COUNTY OF BOULDER,
STATE OF COLORADO

NOTES

1. LAND TITLE GUARANTEE COMPANY, TITLE COMMITMENT ORDER NUMBER **ABZ70843134-9**, EFFECTIVE DATE 9/8//2026 WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
2. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
4. BASIS OF BEARINGS: AN ASSUMED BEARING OF S36°55'26"W BETWEEN FOUND MONUMENTS AT CENTERLINE INTERSECTION OF 17TH AVE AND BROADWAY AND 17TH AVENUE AND AURORA STREET, AS SHOWN HEREON.
5. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18-4-50B.
6. FLOOD INFORMATION: THE SUBJECT PROPERTY IS LOCATED IN "ZONE A:, NO BASE FLOOD ELEVATIONS DETERMINED, AND "ZONE X (UNSHADED", AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN, ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP: COMMUNITY-PANEL NO. 08013C0394 K, DATED DECEMBER 7, 2017.
7. DATE OF PLAT PREPARATION: SEPTEMBER 9, 2026.
8. PROPERTY IS ZONED RH-5 (RESIDENTIAL - HIGH 5) PER CITY OF BOULDER ZONING.
9. PROPOSED TOTAL AREA OF SUBDIVISION = 25,390.2Q. FT. OR 0.583 ACRES, MORE OR LESS.



VICINITY MAP: 1" = 300'

SURVEYORS'S CERTIFICATE

I, _____ A DULY REGISTERED LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF SOUDER MILLER & ASSOCIATES TO THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED BY ME OR UNDER MY RESPONSIBLE CHARGE ON OCTOBER 25, 2023. THAT SAID SURVEY ON THE ATTACHED PRINT HEREON WAS MADE IN SUBSTANTIAL COMPLIANCE WITH C.R.S. 38-51-105 "LAND SURVEY PLAT".

_____
COLORADO L.S. #37955 DATE

LEGEND:

o	found monument, as noted
—x—	existing fence
G	gas meter
E	electrical meter
W	water meter
	found chiseled cross
	power pole
T	communication pedestal
S	sanitary manhole
—X—	existing fence
	deciduous tree
	coniferous tree
	fire hydrant
D	storm manhole

—— W —— W ——	water line
—— ss —— ss —— ss ——	sanitary sewer line
—— GAS —— GAS ——	gas line
—— ST(m) —— ST(m) ——	storm line
—— E —— E ——	overhead electric line

APPROVED BY THE CITY OF BOULDER

_____ DATE: _____
DIRECTOR OF PLANNING

Rev #	Date	Description	By	Chk'd

Souder, Miller & Associates
Engineering • Environmental • Surveying
5610 Ward Road, Suite 130
Arvada, CO 80002
Phone: (303) 239-9011
www.soudermiller.com
Serving the Southwest & Rocky Mountains

CITY

UNIVERSITY PARK ADDITION REPLAT B
PRELIMINARY PLAT

SURVEYOR
SOUDER MILLER & ASSOCIATES
5610 WARD ROAD, SUITE 130
ARVADA CO
303-239-9011

Designed	Drawn	Checked
FGK	FGK	FGK

Date: September 2026
Scale: Horiz: N/A
Vert: N/A
Project No: 2D32915
Sheet: SHT 1 OF 3

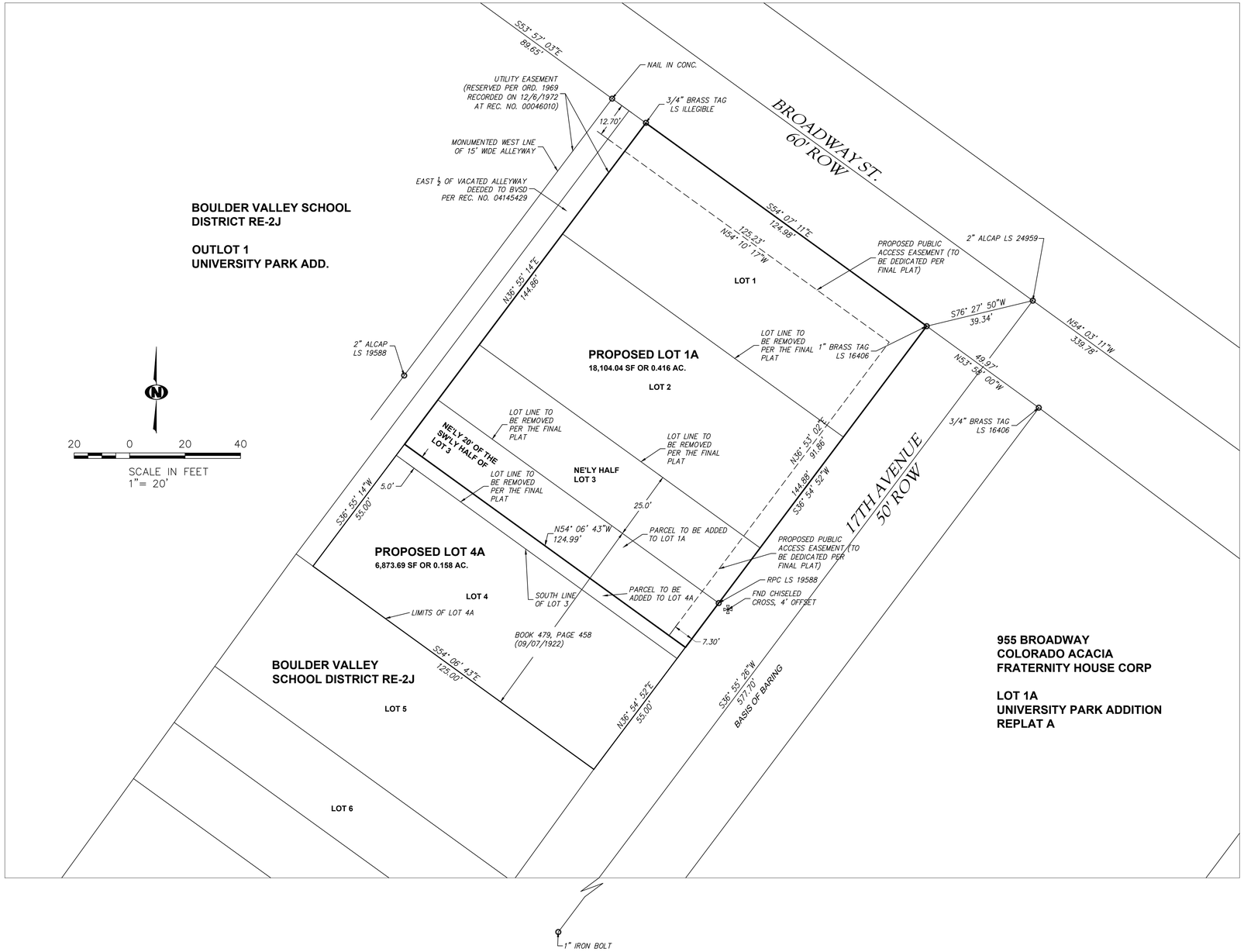
© Copyright 2026 Souder, Miller & Associates - All Rights Reserved

C:\Users\fkuenn\Desktop\TITLE BLOCK 1.dwg, 6/13/2018 8:41:58 AM FKUENN

UNIVERSITY PARK ADDITION REPLAT B PRELIMINARY PLAT

A REPLAT OF LOTS 1 THROUGH 4, BLOCK 1 UNIVERSITY PARK ADDITION,
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 70 WEST
OF THE 6TH P.M., CITY OF BOULDER, COUNTY OF BOULDER, STATE OF COLORADO
TOTAL EXISTING AREA = 24,977.73 SQ FT OR 0.573 ACRES
SHEET 2 OF 3

PROPOSED LOT LAYOUT AND EASEMENT DEDICATIONS



© Copyright 2026 Souder, Miller & Associates - All Rights Reserved

C:\Users\fkuenn\Desktop\TITLE BLOCK 1.dwg, 6/13/2018 8:41:58 AM FKUENN

Rev #	Date	Description	By	Chk'd

Souder, Miller & Associates
Engineering • Environmental • Surveying
5610 Ward Road, Suite 130
Arvada, CO 80002
Phone: (303) 239-9011
www.soudermiller.com
Serving the Southwest & Rocky Mountains

CITY

UNIVERSITY PARK ADDITION REPLAT B
PRELIMINARY PLAT

SURVEYOR
SOUDER MILLER &
ASSOCIATES

5610 WARD ROAD,
SUITE 130
ARVADA CO
303-239-9011

Designed	Drawn	Checked
FGK	FGK	FGK

Date: September 2026

Scale: Horiz: 1" = 20'
Vert: N/A

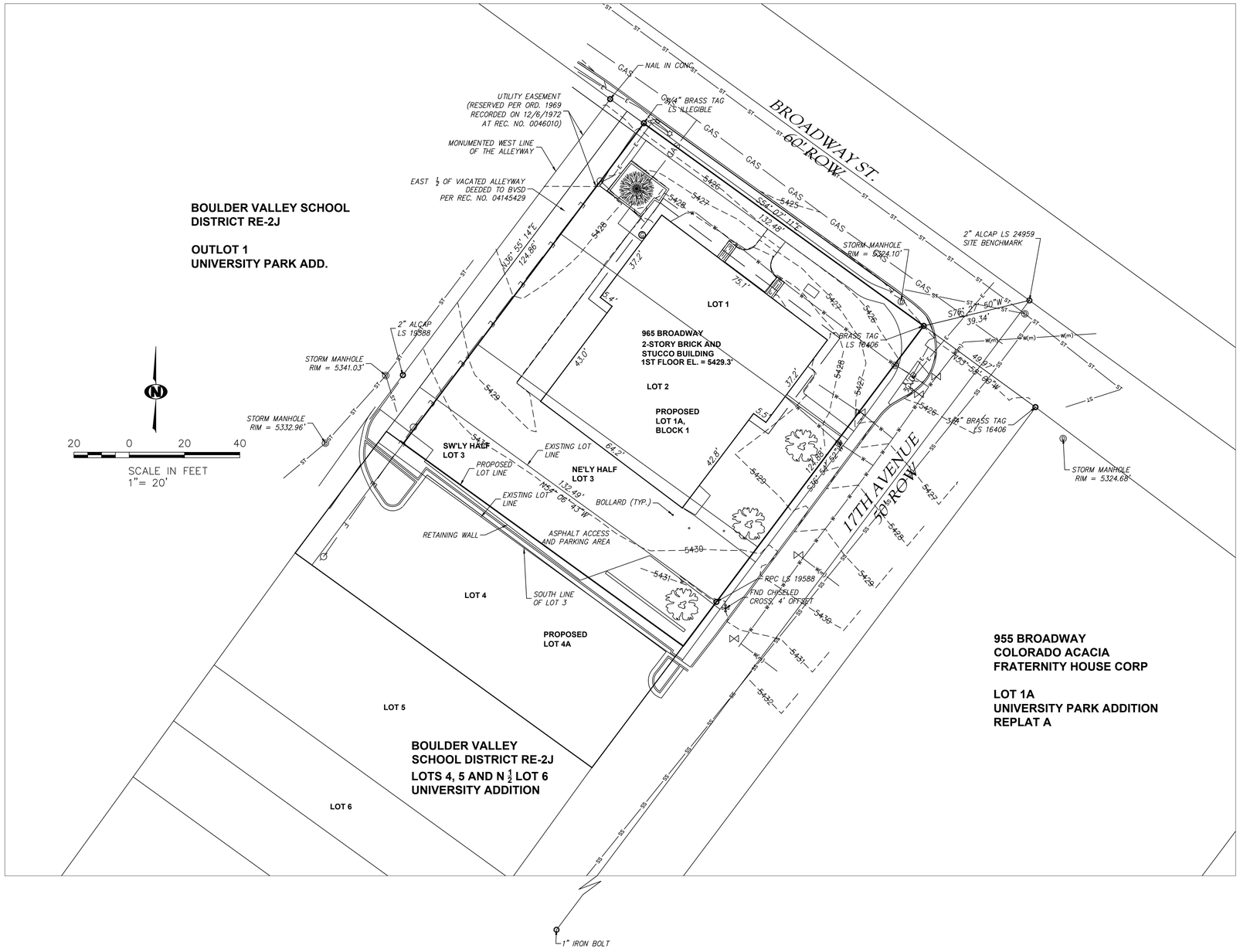
Project No: 2D32915

Sheet:
SHT 2 OF 3

UNIVERSITY PARK ADDITION REPLAT B PRELIMINARY PLAT

A REPLAT OF LOTS 1 THROUGH 4, BLOCK 1, UNIVERSITY PARK ADDITION,
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 70 WEST
OF THE 6TH P.M., CITY OF BOULDER, COUNTY OF BOULDER, STATE OF COLORADO
TOTAL EXISTING AREA = 24,977.73 SQ FT OR 0.573 ACRES
SHEET 3 OF 3

EXISTING CONDITIONS



Rev #	Date	Description	By	Chk'd

SMA Souder, Miller & Associates
Engineering • Environmental • Surveying
5610 Ward Road, Suite 130
Arvada, CO 80002
Phone: (303) 239-9011
www.soudermiller.com
Serving the Southwest & Rocky Mountains

CITY

UNIVERSITY PARK ADDITION REPLAT B
PRELIMINARY PLAT

SURVEYOR
SOUDER MILLER & ASSOCIATES
5610 WARD ROAD, SUITE 130
ARVADA CO
303-239-9011

Designed	Drawn	Checked
FGK	FGK	FGK

Date: September 2026
Scale: Horiz:
Vert:
Project No:
Sheet: SHT 3 OF 3

© Copyright 2026 Souder, Miller & Associates - All Rights Reserved

C:\Users\fkuenn\Desktop\TITLE BLOCK 1.dwg, 6/13/2018 8:41:58 AM FKUENN

CITY OF BOULDER
PLANNING BOARD

MEETING DATE: October 27, 2026

AGENDA TITLE: Concept Plan review and comment for the redevelopment of a lot at 2885 E Aurora Ave. with new residential units. The proposal includes 150 dwelling units consisting of one-, two-, three-, and four-bedroom units and below-grade parking. The building is proposed to be up to five stories and 55 feet in height. Reviewed under case no. LUR2026-00055.

Applicant: Jeff Dawson, Studio Architecture
Owner: 2885 BOULDER LLC

REQUESTING DEPARTMENT / PRESENTERS
Brad Mueller, Director, Planning & Development Services
Charles Ferro, Senior Planning Manager
Alison Blaine, Senior Planner

OBJECTIVE
1. Planning Board hears staff and applicant presentations.
2. Planning Board holds Public Hearing.
3. Planning Board to ask questions of applicant, the public, and staff.
4. Planning Board Discussion and comment on Concept Plan.

SUMMARY

Project Name:	EAST VILLAGE FLATS
Location:	2885 E Aurora Ave.
Size of Property	2.29 acres
Zoning:	RH-5 (Residential-High 5)
Comprehensive Plan:	HR (High Density Residential) (2020 BVCP) Neighborhood 2 (2025 BVCP)

KEY ISSUES FOR CONCEPT PLAN DISCUSSION
Staff has identified the following key issues to help guide the board's discussion:

1. Is the proposed concept plan generally compatible with the goals, objectives, and recommendations of the Boulder Valley Comprehensive Plan (BVCP)?
2. Does Planning Board have feedback to the applicant on the conceptual site plan and architecture?

EXECUTIVE SUMMARY

The purpose of this item is for Planning Board to review and comment on the Concept Plan for the above-referenced project. Per Table 2-2 of Section 9-2-14, B.R.C. 1981, the project requires Concept Plan review and comment prior to Site Review because the lot is greater than two acres in size and the development exceeds 30,000 square feet.

Note that this application was received and reviewed prior to the adoption of the BVCP major update. Therefore, findings on consistency with the comprehensive plan policies and the land use designation refer to the 2020 BVCP. At time of Site Review, the applicant will need to demonstrate consistency with the 2025 BVCP. Staff conducted a preliminary review against the new plan after comments issuance and found the proposal generally consistent.

PUBLIC FEEDBACK

Consistent with Section 9-4-3, Public Notice Requirements, B.R.C. 1981, staff provided notification to all property owners within 600 feet of the subject location of the application, and signs have been posted by the applicant indicating the review requested. Staff received comments from a few neighboring property owners, which are included in **Attachment D.**

BACKGROUND

As shown below in **Figure 1**, the 2.29-acre site is located along E Aurora Ave. between 28th St. and 30th St. The site is east of the University of Colorado (CU), which can be accessed via an underpass for pedestrian and bicycle connectivity.



Figure 1. Existing site and its surroundings

The area is part of Colorado University subcommunity and is dense with a variety of residential uses, including detached dwellings, duplexes, triplexes, and multi-family dwellings. Nearby zone districts include RH-5, RH-3, BT1, P, and RL-1. The University of Colorado campus is just west of the subject site on the other side of 28th St. The surrounding area includes high-density residential uses to the north and south, including student housing developments such as the Lodge and Sterling Apartments, which are three- and four-stories tall. Lower density residential is located east of 30th St. The site abuts high density residential uses on all sides.

The existing property contains the East Village Flats, which is a one-story student housing building with approximately 40 units. There are limited natural features on site because the site is already developed with surface parking and a single-story U-shaped building. There are some mature trees within the development, with existing landscaping along the perimeter and within the parking areas and existing detention to the northwest. The 500-year-flood covers approximately 13,000 square feet of the site along the northern edge. The site is also impacted by a grade change, as the slope decreases by about 14 feet between the northern and southern property lines.

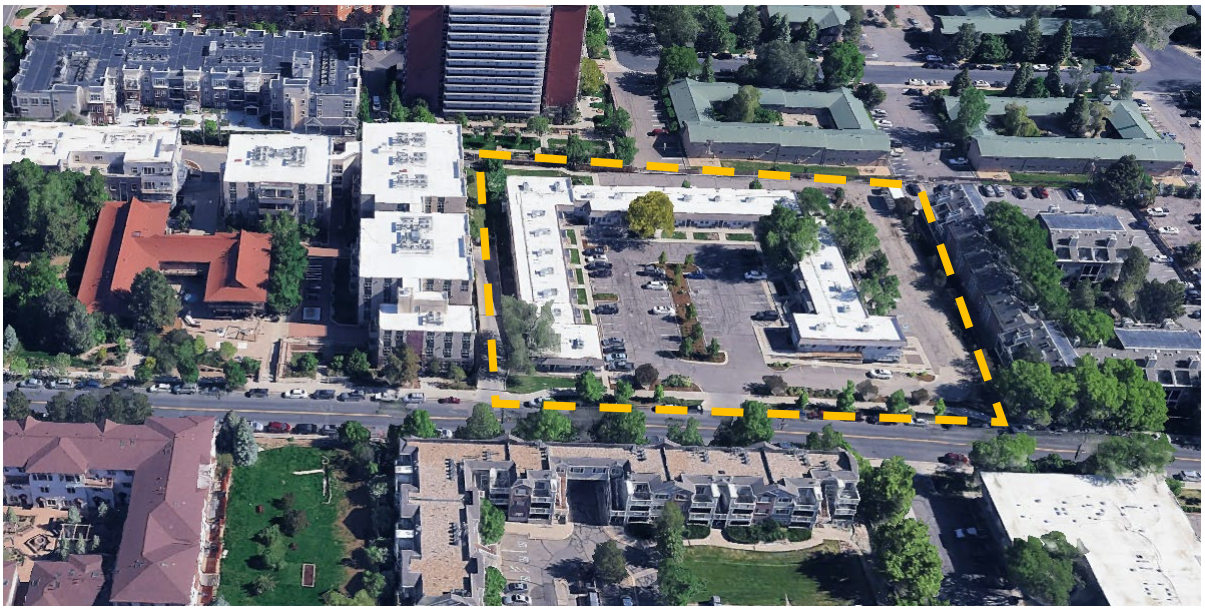


Figure 2. Existing site



Figure 3. Existing East Village Flats and High-Density Residential to the north and west



Figure 4. Underpass to CU Boulder

Existing transportation in the area includes the BOUND line along 30th St. and the AB line along 28th St. The University of Colorado W and WL lines run east-west on Colorado Avenue to the north of the site. A designated bike route is on E. Aurora Avenue, and a dedicated bike lane exists on 30th St. The City's Transportation Master Plan (TMP) shows a planned multi-use connection (MUP) across the site between Adams Circle to Aurora Avenue. As shown on the TMP, the connection currently bisects the center of the property through the footprint of the existing building.

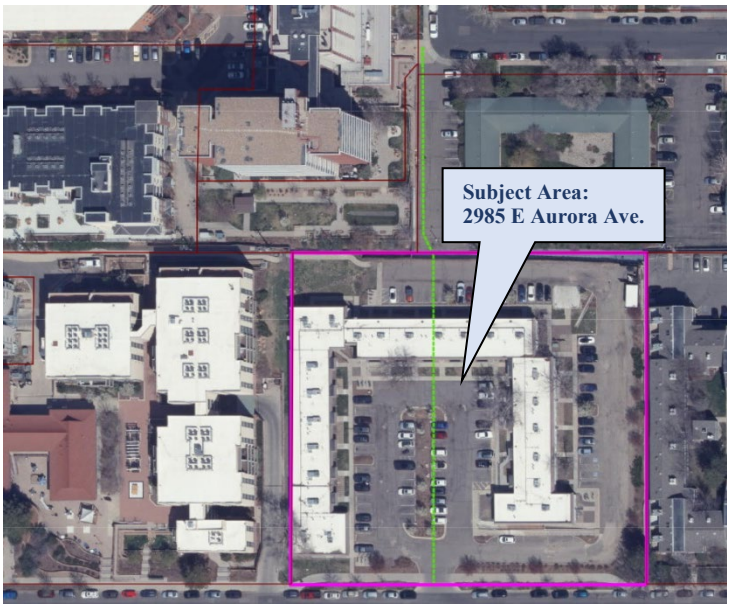


Figure 5. Planned Multi-Use Path Connection per the TMP

PROCESS

Concept Plan is the initial step in the Site Review process, of which the property is eligible under thresholds established in Table 2-2. The next step would be a required Site Review application. The mandatory Concept Plan and Site Review threshold is met by the 2.29-acre size of the site and over 30,000 square feet of proposed development, which exceeds the threshold for the RH-5 zoning district. The purpose of Concept Plan is to review a general development plan for the site, evaluate general architectural characteristics, land uses, and transportation considerations.

PROJECT DESCRIPTION

The applicant is proposing to redevelop the site with a new residential building containing 150

dwelling units totaling 150,000 square feet and up to 55 feet in height. Vehicular access to the site is from E. Aurora Avenue. The proposed plans are found in **Attachment A** and the written statement within **Attachment B**.

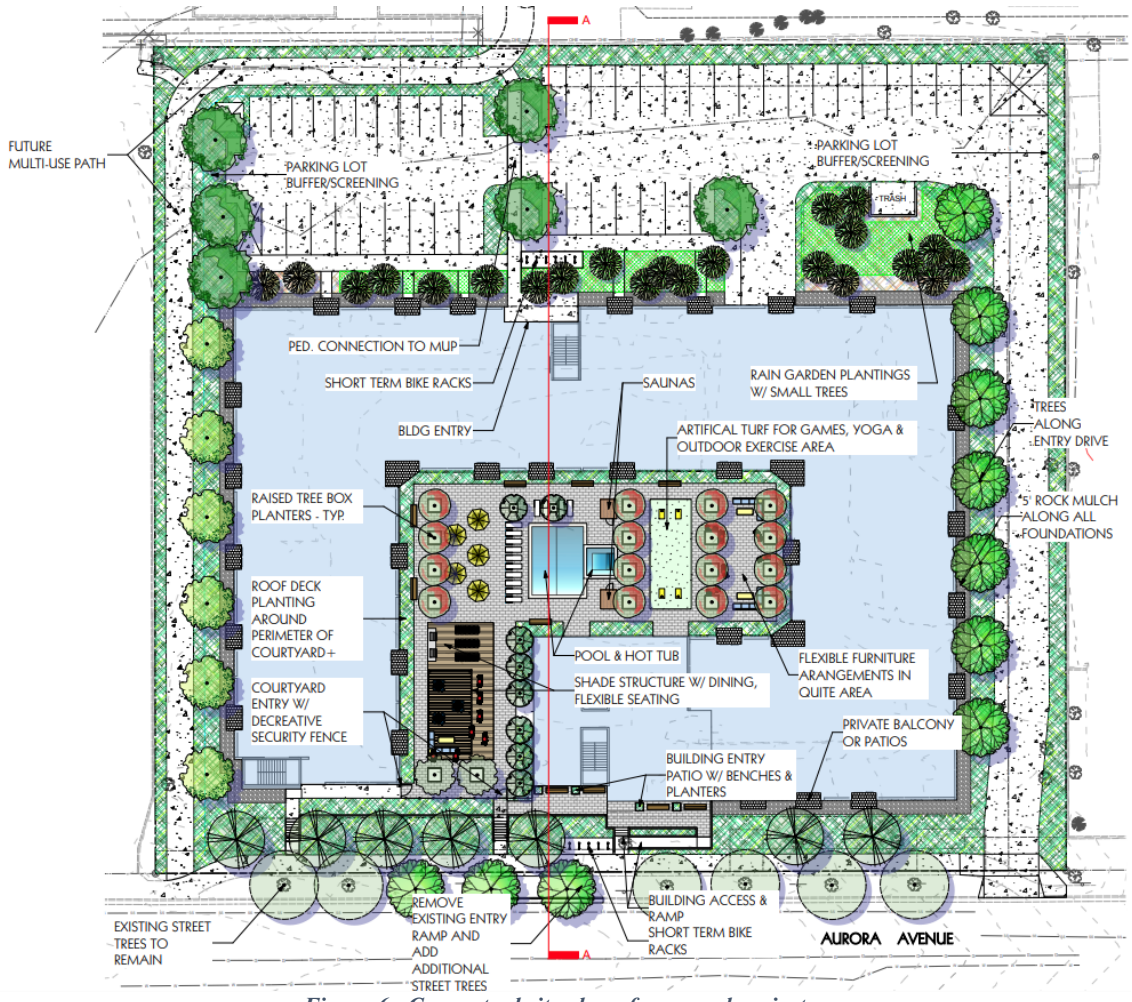


Figure 6. Conceptual site plan of proposed project

Land Uses – Per the applicant's written statement, the proposed project is for Attached Dwelling Units, which is defined as "*three or more dwelling units within a structure*" per Section 9-16-1, B.R.C. 1981. Attached dwelling units are allowed by-right in the RH-5 zone (see Table 6-1 of Section 9-6-1, B.R.C. 1981). Proposed community spaces and amenities would fall under the residential principal use.

Architecture and Site Design – The proposed materials include dark grey brick, fiber cement siding, and metal panels. The materials are considered durable and long-lasting materials per the Site Review criteria. The number of building material types is limited with a simple material assignment. A high percentage of windows and glazing is proposed, which creates visual interest and provides a sense of connection to the public realm. Other detailing elements include window surrounds, parapet caps, and material transitions.

The building form consists of an opening along the southern elevation, which leads into a programmed courtyard. The building height is primarily four stories on all sides with a fourth story roof deck near the primary entrance. Elevations along E. Aurora Avenue and the primary entry contain façade projections and recessions. The submitted floor plans show three entries along the south and a secondary entry off the parking lot to the north.

The plans show the relocation of the planned MUP connection along the property's western property line. As such, the western façade will be subject to additional site review criteria for building length.



Figure 7. Design Rendering

Per Table 8-1 of Section 9-8-1, "Intensity Standards," B.R.C. 1981, the RH-5 zone has a floor area ratio (FAR) limitation of 1.5. Staff has not been able to verify FAR as part of the Concept Plan review.

Chapter 9-7 of the Land Use Code specifies the required setbacks for the buildings. Setback modifications can be considered in the Site Review process and can be approved if the criteria of Subsection 9-2-14(h), B.R.C. 1981, are met. Staff will verify setbacks when a scaled site plan is provided at time of Site Review.

On-site Open Space- Open space is provided in the form of rooftop patios, individual balconies, and a central courtyard amenity area. Open space is subject to the requirements of Section 9-9-11, "Useable Open Space," B.R.C. 1981 and the open space requirements within the Site Review criteria (Subsection 9-2-14(h)(2), B.R.C. 1981). The RH-5 zone requires 15% minimum open space for lots with residential uses.

Parking- Parking on site will be located within a below-grade garage and surface parking to the north behind the proposed building. Dwelling units without a private garage are required to provide two bike parking spaces per unit. Based on the proposed unit count, 300 bike spaces are required.

CONCEPT PLAN REVIEW CRITERIA, SUBSECTION 9-2-13(e), B.R.C. 1981

Guidelines for Review and Comment: The following guidelines will be used to guide the Planning Board's discussion regarding the site. It is anticipated that issues other than those listed in this section will be identified as part of the Concept Plan review and comment process. The Planning Board may consider the following guidelines when providing

comments on a concept plan:

(1) Characteristics of the site and surrounding areas, including, without limitation, its location, surrounding neighborhoods, development and architecture, any known natural depressions, steep slopes and prominent views to and from the site;

See narrative above.

(2) Community policy considerations including, without limitation, the review process and likely conformity of the proposed development with the Boulder Valley Comprehensive Plan (BVCP) and other ordinances, goals, policies, and plans, including, without limitation, sub-community and sub-area plans;

BVCP Land Use Designation: The BVCP Land Use designation for the site is majority High Density Residential (HR), which is defined as: "*Characteristics and Locations: The HR areas are generally located close to the University of Colorado, in areas planned for transit-oriented redevelopment and near major corridors and services. Uses: Consists of attached residential units and apartments. May include some complementary uses implemented through zoning. BVCP Density/Intensity: More than 14 dwelling units per acre.*"



Figure 8. BVCP Land Use Designations on and around the site

The following BVCP policies have been found relevant to the proposal and can be reviewed at this link: Boulder Valley Comprehensive Plan or within the Development Review Committee comments found within **Attachment C**:

1.11 Jobs: Housing Balance
1.22 Channeling Development to Areas with Adequate Infrastructure
2.03 Compact Development Pattern
2.41 Enhanced Design for All Projects
7.07 Mixture of Housing Types

Projects are preliminarily assessed for compliance with the BVCP Land Use Designation and policies as part of Concept Plan and then are required to demonstrate compliance at time of Site Review. A discussion of the project's preliminary compliance can be found in the Key Issue Discussion that follows this section.

Zoning. As shown in Figure 9, the zoning on the site is Residential-High 5 (RH-5) consistent with the Land Use Designation and where attached residential are allowed uses by-right. The defined intent for RH-5 per Section 9-5-2, "Zoning Districts," B.R.C. 1981, is as follows:

"High density residential areas primarily used for a variety of types of attached residential units, including without limitation, apartment buildings, and where complementary uses may be allowed.

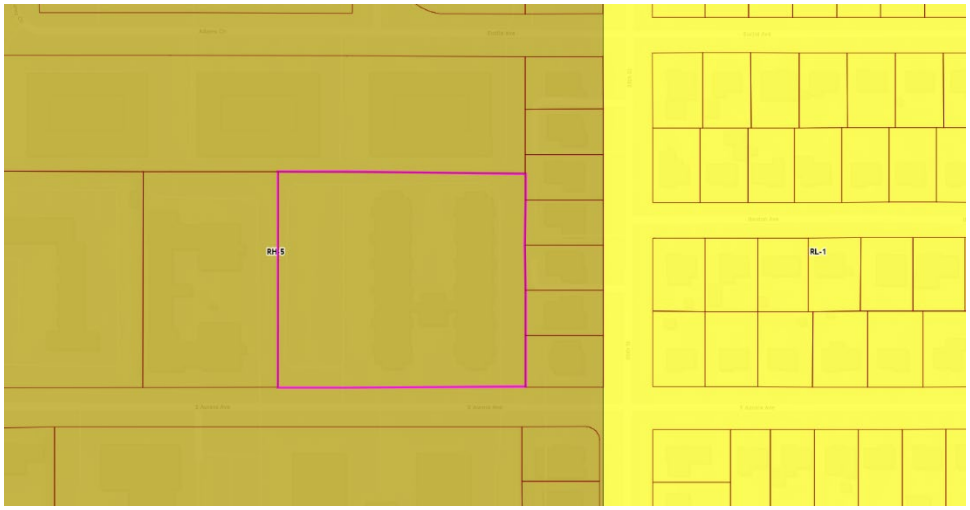


Figure 9. Zoning on and around site

(3) Applicable criteria, review procedures, and submission requirements for a site review;

If the applicant moves forward with the proposal, approval of a Site Review application would be required to build the project as proposed. Decision on the application would be based on the Site Review criteria of Subsection 9-2-14(h), B.R.C. 1981. Submittal requirements are based on those specified in the Land Use Code, including, but not limited to, detailed site plans, landscape plans, floor plans and elevations, preliminary stormwater and utility plans, etc. Site Review is required due to the size of the lot and proposed height modification. A height modification requires a Public Hearing and Planning Board approval with staff recommendation. See analysis on initial design further below. Other applicable criteria include:

- Site Review criteria in Subsection 9-2-14(h) of the Land Use Code;
- Site Review criteria in Subparagraph 9-2-14(h)(4) for additional criteria for height modifications, as well as Subparagraph 9-2-14(h)(6)(C);
- The land use designation in the BVCP;
- All relevant policies of the BVCP;
- RH-5 Zoning regulations; and
- The City of Boulder Design and Construction Standards (DCS).

At the time of Site Review, the following items will also be required to evaluate the consistency with the standards:

a. Preliminary Storm Water Report and Plan to address storm water runoff, water quality treatment issues, and detention ponding. Existing detention ponds are present on the proposed site.

b. Utility Report to establish the impacts of this project on the City of Boulder utility systems and outline water main and wastewater main construction necessary to serve the

development and perpetuate the overall system.

c. A water system distribution analysis in order to assess the impacts and service demands of the proposed development and to demonstrate conformance with the Treated Water Master Plan, October 2011.

d. A collection system analysis to determine any system impacts based on the proposed demands of the development and to demonstrate conformance with the city's Wastewater Collection System Master Plan, July 2016.

e. A landscape plan that is consistent with, and exceeds, city code requirements.

f. A detailed tree inventory that includes the species, size and condition of all existing trees on the site.

(4) Permits that may need to be obtained and processes that may need to be completed prior to, concurrent with, or subsequent to site review approval;

Technical Documents. Following Site Review, technical documents would be submitted and evaluated for final utilities, architecture, landscaping, drainage, outdoor lighting, etc.

Building Permit. Once site conditions were found to be compliant with all applicable codes, a building permit for any new structures or site work could be reviewed.

(5) Opportunities and constraints in relation to the transportation system, including, without limitation, access, linkage, signalization, signage, and circulation, existing transportation system capacity problems serving the requirements of the transportation master plan, possible trail links, and the possible need for a traffic or transportation study;

The subject site is well suited for convenient access to transportation systems and bicycle and pedestrian routes. A bus stop serving the Bound, W, and WL lines is located east of the site along 30th St. There is a designated bike lane on 30th St., and there is a bike route on E Aurora Avenue serving the site. Bicycle users and pedestrians can head west on E Aurora Avenue and access the University of Colorado campus from an underpass under 28th St.

At time of Site Review, a traffic study and trip generation report will be required.

The City's Transportation Master Plan shows a planned multi-use connection across the site between Adams Circle to Aurora Avenue. As shown on the TMP, the planned connection currently bisects the center of the property through the footprint of the existing building. Construction of the multi-use path will be required and should be shown on all plans and documents as part of a future submittal.

(6) Environmental opportunities and constraints including, without limitation, the identification of wetlands, important view corridors, floodplains and other natural hazards, wildlife corridors, endangered and protected species and habitats, the need for further biological inventories of the site and at what point in the process the information will be

necessary;

The site is already developed with attached residential, a surface parking lot, and limited vegetation or landscaping. The northern portion of the site is impacted by the 500-year flood zone. There are no concerns regarding wildlife corridors or endangered or protected species and habitats. The location of the site may provide views of the Flatirons upon redevelopment.

(7) Appropriate ranges of land uses;

The proposed attached residential land use for the site is consistent with the BVCP land use designation for the site, (HR), and the underlying zoning (RH-5). The site is also located near CU and surrounded by high density residential uses and low density residential to the east. Considering the context, a residential use of the site is appropriate, if designed appropriately.

(8) The appropriateness of or necessity for housing.

A range of housing types at a high density is compatible with the area. Additional residential uses have access to the University of Colorado and meet the goals of the 2019 University of Colorado Housing Master Plan.

KEY ISSUE DISCUSSION

Key Issue #1: Is the proposal consistent with policies of the BVCP?

Staff finds that, overall, the proposed use and design for the site aligns with key BVCP policies and the Land Use Designation for the area, as outlined above. The proposed use is also consistent with the underlying zoning and the surrounding uses in the immediate vicinity. Specifically, the proposal is found to be consistent with Policy 1.11 Jobs: Housing Balance for introducing about 150 housing units for students where they would otherwise live elsewhere and Policy 2.03 Compact Development Pattern with the infill of additional housing on a large parcel.

Key Issue #2: Does Planning Board have feedback to the applicant on the conceptual site plan and architecture?

Staff's assessment on the proposed site design and building design are provided below. Suggestions for improvements are provided within the staff assessments for Planning Board consideration.

Building and Site Design

Staff conducted a preliminary design review of the proposed project as part of the Concept Review based on the plans provided. Overall, staff supports the general design and finds it generally consistent with several Site Review criteria. The site is located near a multi-modal corridor, and the proposed height is not out of character for the surrounding area, as described in Subparagraph 9-2-14(h)(4)(B)(i)(b)(2), B.R.C. 1981. See below for staff's preliminary findings:

- Staff supports the proposed relocation of the planned multi-use path, which optimizes

safety of all modes and provides connectivity through the site, consistent with Subparagraph 9-2-14(2)(A)(iii).
- The courtyard provides a variety of amenities for building users, consistent with Subparagraph 9-2-14(h)(2)(B)(i and ii).
- Parking areas are located below and behind the building and not visible from the streetscape, consistent with Subparagraph 9-2-14(h)(3)(A)(ii).
- Windows create visual interest and provide a sense of connection to the public realm, consistent with Subparagraph 9-2-14(h)(3)(B)(iii).
- The number of building material types is limited and the material assignment is simple, consistent with Subparagraph 9-2-14(h)(C)(iii).

Staff identified the following aspects of the site and building design that should be further considered prior to Site Review application:

- More information should be provided on how the proposed design will align with Subparagraph 9-2-14(h)(1)(G)(ii) given the significant grade change across the site. Specifically, staff notes there appear to be partially submerged units, which are not approvable.
- The grade also appears to impact the building's relationship with the public realm along Aurora Avenue, as the site plans show three stairways in order to access the building. To better align with Subparagraph 9-2-14(3)(A)(iv), the building and grade should be brought down to be level with the right-of-way to provide a more welcoming entry and a vibrant pedestrian experience along the public realm.
- The inner courtyard appears to have a high percentage of hardscape. Review relevant criteria and confirm the courtyard will provide a balance of hard and softscape.
- The western elevation is located along the multi-use path and therefore subject to additional criteria per Subparagraph 9-2-14(h)(4)(A)(i). Staff measures that this façade is about 175 feet long and currently inconsistent with criteria.
- As currently designed, the building is inconsistent with Subparagraph 9-2-14(h)(3)(B)(i) because it does not provide a variety of forms and heights. While staff appreciates the inclusion of a third floor rooftop deck on the southern elevation, the added trellis contributes to the single roof line and building height. Greater roof modulation and building height variation should be implemented.
- To improve the site design and enhance the user experience, consider adding trees to both sides of the MUP for shading purposes.
- This area of Boulder is considered a high heat area on heat mapping. Consider ways to mitigate urban heat island such as additional landscaping.

CONCLUSION

No action is required by Planning Board. Planning Board, public and staff comments will be documented for use by the applicant. Concept Plan review and comment is intended to give the applicant preliminary feedback on the development concepts and direction for site review applications.

By:

Brad Mueller, Secretary to the Planning Board

Attachments:

A: Proposed Plans
B: Applicant's Written Statement
C: DRC Comments on proposal
D: Public Comments

Southwest corner from Aurora



ARCHITECTURAL CHARACTER

A Building With Something to Say

East of the CU campus, this new community is bright and dynamic but also warm and unmistakably human in scale. Its architecture pairs crisp, contemporary materials with the texture and detail that make a street worth walking — bold from a distance, but so rewarding up close. The result is a building with genuine presence: confident in its materials, generous in its detail, and thoughtfully calibrated to the street.

Nestled Into the Land
Rather than sit above the site, the building is recessed into it. The natural slope is used to the building's advantage: four stories along Aurora to the south, five stories to the north, so the mass never overwhelms the street. The same move tucks the parking structure into the grade, where residential units along the north side conceal it almost entirely. Walk the perimeter and you will hardly notice it's there.

Layered Material Palette
A base of dark grey brick anchors the building firmly to the ground, giving it weight and permanence. Above, painted fiber cement panels in a clean white lift the composition and catch the Colorado light. Metal panels with a rich wood-grain finish are placed strategically throughout, introducing warmth and contrast exactly where the eye lingers.

Articulation and Detail
The south facade is deliberately broken into distinct components, each under 200 feet in length — a rhythm that satisfies the land use code and, more importantly, reads as a series of buildings along the street. Partially recessed balcony alcoves punctuate every elevation, framed in wood-grain metal panel and slim metal railings that add a further layer of depth and shadow. Large, vertically proportioned windows with distinctive mullion patterns carry the composition across all four sides, lending the building a verticality and refinement that elevates the entire community.

A Courtyard, Revealed
At the center, the building opens to reveal the heart of the community. The massing steps back at the entry and courtyard, breaking down the apparent scale precisely where people arrive — visible along Aurora. Storefront glazing lines this central break, giving the courtyard frontage a distinctly commercial, public-facing character that signals what lies within: the social core of the community that is meant to be seen and experienced.

Amenity Wing
Framing the courtyard entry, the amenity spaces rise as the building's most expressive gesture. Glass railings, integrated sunshade structures, second and third floor balconies and a rooftop terrace layer transparency and activity onto the facade. Dynamic articulation excites the spirit. It is here that the building most openly engages the public realm — a visible, animated marker of the active lifestyles within.

Northwest corner from Multiuse Path





SOUTH ELEVATION

0' 16' 32'



EAST ELEVATION

0' 16' 32'



NORTH ELEVATION

0' 16' 32'

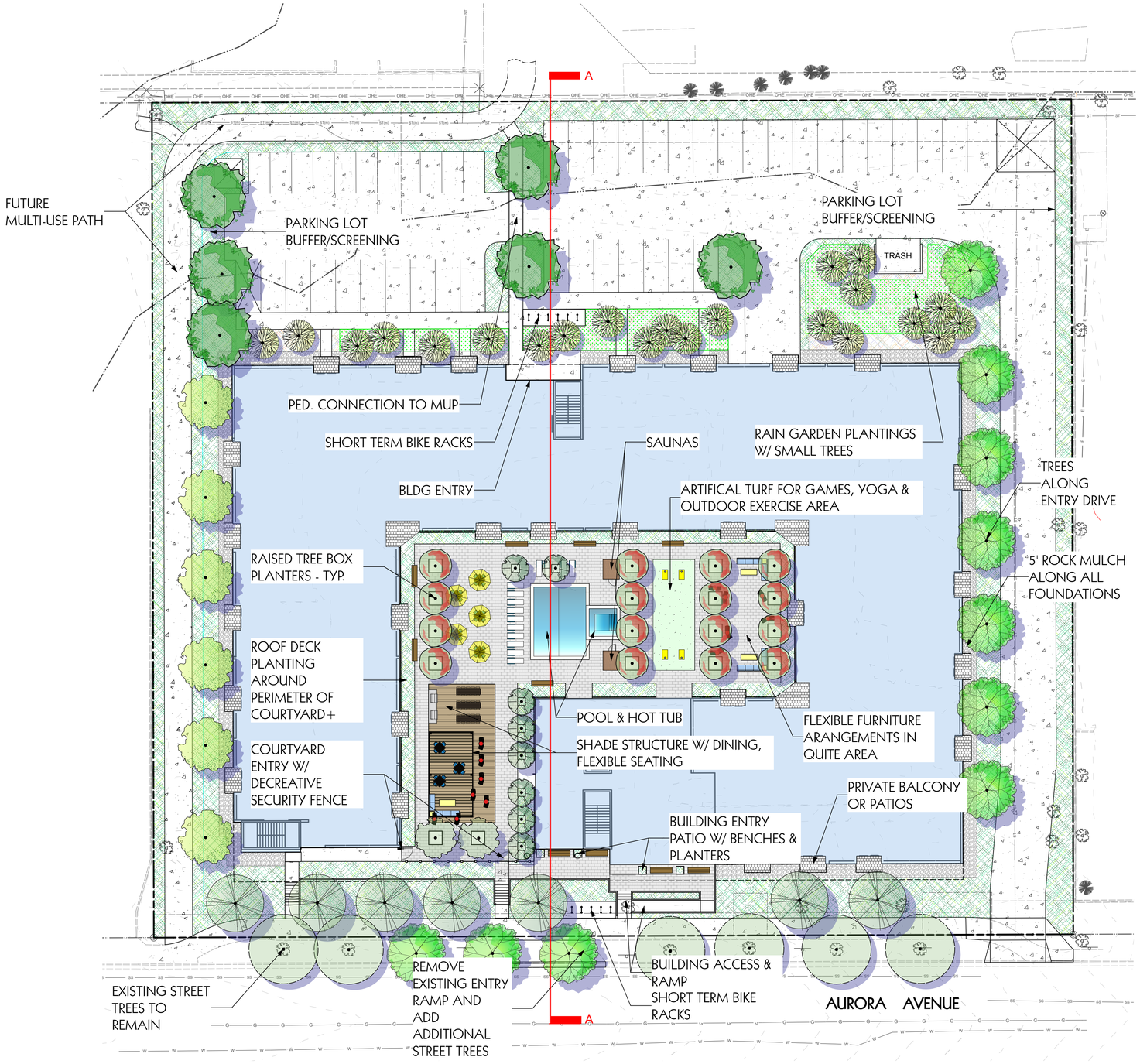


WEST ELEVATION

0' 16' 32'

STUDIO

WWW.THESTUDIOARCHITECTURE.COM



CONCEPTUAL SITE PLAN

0 20 40 ft

SCALE: 1"=20'-0"

COMMUNITY

Built Around How People Live

Designed so the central amenities rise through the full height of the south wing — four floors of purposefully designed spaces that climb from the courtyard to an expansive rooftop terrace with sweeping views over the Foothills and CU's campus below.

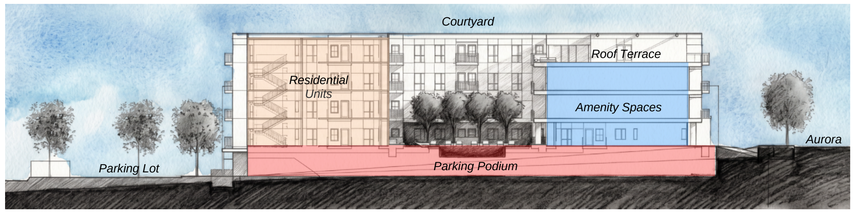
Arrival and Energy
The first floor opens directly onto the courtyard, blurring the line between inside and out. Residents arrive through a welcoming lobby into a lounge and café built for the in-between moments: a morning coffee, an afternoon meeting, an evening spent when their not quite ready to go home. Leasing and a dedicated mail and package room keep the essentials effortless. Anchoring the floor is a fitness center that rivals a dedicated club — a broad range of strength and cardio equipment, full locker and shower facilities, and a climbing wall that turns a workout into something worth looking forward to.

Focus, By Design
Two generous spaces on the second and third floors are given over to work. The business center with quiet study rooms for heads-down focus, enclosed meeting rooms for group projects, video conferencing, and printing facilities meet every resident's business or classroom need. Whether the deadline is a group project or a client deliverable, our residents never have to leave home to find the right room to prepare.

Where the Community Gathers
The top floor is the social heart of the building. A generous clubroom brings residents together over pool tables, foosball, and cards, with a big-screen TV that makes game day an event and a catering kitchen that makes hosting one even easier. Sliding doors open directly onto the rooftop terrace, where outdoor seating, sunshades, fire pits, and grilling stations look out over the courtyard and the Foothills to the west. Dining tables invite long dinners under Boulder's clear evening sky, while open spaces keep a game of cornhole within reach.

The Courtyard — The Heart of our Community
The gated courtyard was conceived as the literal center of community life: a series of outdoor "rooms," each with its own character, together offering residents a genuinely fitness-focused way of living. At its center, a pool and hot tub anchor the space, with a cluster of barrel saunas alongside for recovery after a hard workout or a long day on the trails. Decorative pavers unify the deck, framed by elevated planters filled with shrubs, ornamental grasses, and ground cover that soften the hardscape and screen the surrounding residences and private patios. Ornamental trees rise from raised planters to layer in privacy and cast welcome shade through Boulder's warm summer months.

Just outside the fitness center, a dedicated outdoor training surface hosts yoga, mat Pilates, and stretching classes — a studio space with the sky for a ceiling. Throughout, a rich mix of movable furniture and built-in seating create room for every mood: lively gatherings, easy afternoons by the pool, and quiet corners to simply enjoy 300 days of Colorado sunshine. Grills, shade structures, and communal dining tables stand ready for everything from a Tuesday dinner to a full-scale summer party.



SITE SECTION A - LOOKING EAST

STUDIO

LSC TRANSPORTATION CONSULTANTS, INC.

1889 York Street
Denver, CO 80206
(303) 333-1105
FAX (303) 333-1107
E-mail: lscdenver@lsctrans.com

July 29, 2026

Mr. Jeff Dawson
Studio Architecture
3575 Ringsby Court, Suite 310
Denverr, CO 80216

Re: 2885 E Aurora
Boulder, CO
LSC #260430

Dear Mr. Dawson:

In response to your request, LSC Transportation Consultants, Inc. has prepared this Trip Generation and Assignment Report to satisfy the Concept Review requirements for the proposed 2885 E. Aurora redevelopment in Boulder, Colorado.

IMPACT AREA

Figure 1 shows the vicinity map.

Area Roadways

The major roadways in the site's vicinity are shown on Figure 1 and are described below.

- **28th Street Frontage Road** a north-south, two-lane frontage road west of the site. The intersection E. Aurora Avenue is stop-sign controlled. The speed limit is 20 mph. There are dedicated bike lanes on both sides of the road and a detached sidewalk on the east.

- **E. Aurora Avenue** is an east-west, two-lane local roadway south of the site. The intersection with 28th Street Frontage Road is stop-sign controlled. The speed limit is 20 mph. There is on-street parking and attached or detached sidewalks on each side of the street.

PROPOSED LAND USE AND ACCESS

The site is proposed to be redeveloped as off-campus apartments with a total of 137 units with 304 bedrooms. Access is proposed to E. Aurora Avenue as shown in the conceptual site plan in Figure 2.

ALTERNATIVE TRAVEL MODES

An alternate travel mode share of 20 percent is expected and will be supported by a future Travel Demand Management (TDM) Plan.

TRIP GENERATION

Table 1 shows the estimated typical weekday, morning peak-hour, and afternoon peak-hour trip generation for the two sites based on the rates from *Trip Generation, 12th Edition,* 2025, by the Institute of Transportation Engineers (ITE).

The site is projected to generate about 781 vehicle-trips on the average weekday, with about half entering and half exiting the site during a 24-hour period. During the morning peak-hour, which generally occurs for one hour between 6:30 and 8:30 a.m., about 10 vehicles would enter and about 12 vehicles would exit the site. During the afternoon peak-hour, which generally occurs for one hour between 4:00 and 6:00 p.m., about 30 vehicles would enter and about 34 vehicles would exit the site.

These volumes are expected to be reduced by about 20 percent due to alternative travel modes. This will be supported by a future Travel Demand Management (TDM) Plan.

TRIP DISTRIBUTION

Figure 3 shows the estimated distribution of site-generated traffic.

TRIP ASSIGNMENT

Figure 4 shows the assignment of site-generated traffic for the site assuming no reduction for alternative travel modes to assure a conservative analysis.

* * * * *

We trust this information will assist you in planning for the proposed 2885 E. Aurora redevelopment.

Respectfully submitted,

LSC Transportation Consultants, Inc.

COLORADO LICENSED CHRISTOPHER S. McGRANAHAN 39018 PROFESSIONAL ENGINEER 7-29-26

By: _____
Christopher S. McGranahan, P.E
Principal/President

CSM/wc

Enclosure: Table 1
Figures 1 - 4

G:\Shared drives\Denver Projects 2021-2030\2026\260430-2885-E-Aurora-TG&A\Report\2885-E-Aurora-TGA-072926.wpd

Table 1
ESTIMATED TRAFFIC GENERATION
2885 E Aurora
Boulder, CO
LSC #260430; July, 2026

		Trip Generation Rates [1]					Vehicle-Trips Generated				
		Average	AM Peak-Hour		PM Peak-Hour		Average	AM Peak-Hour		PM Peak-Hour	
Trip Generating Category	Quantity	Weekday	In	Out	In	Out	Weekday	In	Out	In	Out
CURRENTLY PROPOSED LAND USE											
Apartments [2]	304 Bedrooms	2.57	0.032	0.038	0.099	0.111	781	10	12	30	34
					20% ATM Reduction [3] =		156	2	2	6	7
					Net Trips =		**625**	**8**	**10**	**24**	**27**

Notes:
(1) Source: *Trip Generation*, Institute of Transportation Engineers, 12th Edition, 2025
(2) ITE Land Use No. 226 - Off-Campus Student Apartment (Mid-Rise)
(3) The alternative travel mode reduction will be supported by a future Travel Demand Management (TDM) plan.

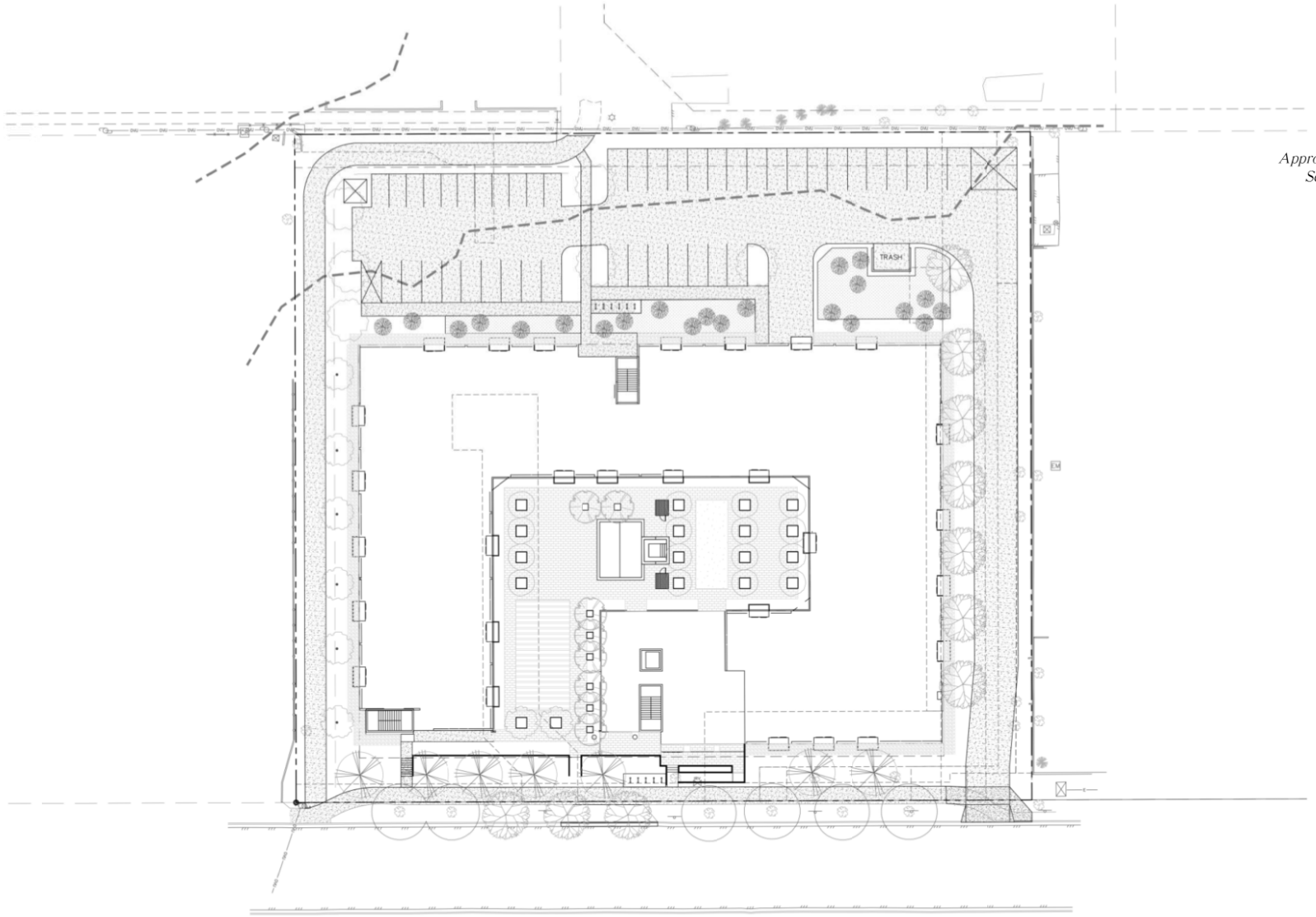


Figure 1

Vicinity Map

2885 E. Aurora Ave. (LSC #260430)

LSC TRANSPORTATION CONSULTANTS, INC.



Approximate Scale
Scale: NTS

Figure 2

Site Plan

2885 E. Aurora Ave. (LSC #260430)



Approximate Scale
Scale: 1"=300'

LEGEND:

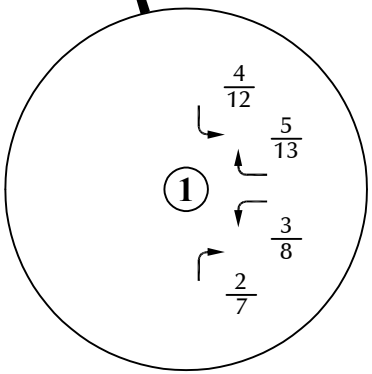
65% = Percent Directional Distribution

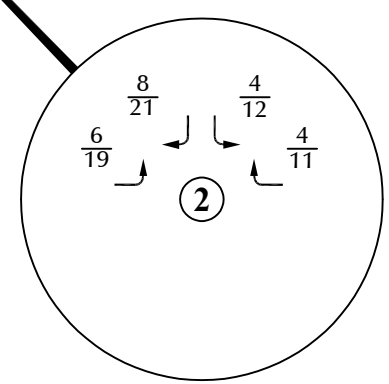
Figure 3

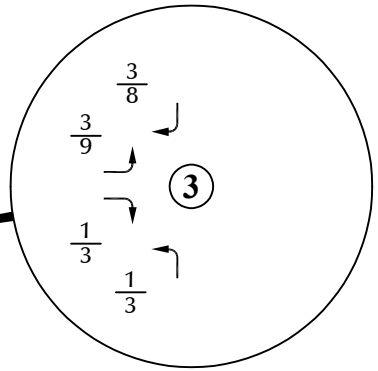
Directional Distribution of Site-Generated Traffic

2885 E. Aurora Ave. (LSC #260430)











Approximate Scale
Scale: 1"=300'

LEGEND:

$\frac{26}{35}$ = AM Peak Hour Traffic / PM Peak Hour Traffic

1,000 = Average Daily Traffic

Figure 4

Assignment of Site-Generated Traffic

2885 E. Aurora Ave. (LSC #260430)

2885 E Aurora Avenue
Concept Plan Review and Comment Application - Written Statement

EXISTING CONDITIONS

The 2885 Aurora Avenue property is zoned RH-5 and currently includes 40 student apartment units with surface parking on a 100,060 SF site. The property slopes 20' down to the NE corner from its high point in the southwest corner of the site near Aurora Ave.



Figure 1 - Vicinity Map Showing Existing Conditions

The property is conveniently located about 1 block east of the Aurora Ave pedestrian underpass to the CU campus and 28th Frontage Road (*Figure 1*). It is also two blocks west of 30th Street that provides easy pedestrian and bicycle access to commercial services along Baseline to the south and the 29th Street mall and Arapahoe Ave. to the north. Most of the property is currently paved except the northwest corner which includes an existing grass lawn.

The existing U-shaped building that is currently being used for student housing will be demolished to make room for a new 5-story, 150,000 SF residential building that will be built around a central L-shaped courtyard over a partially below grade parking structure. The street-level image on the next page shows how the existing site is underutilized relative to the BVCP and RH-5 intensity standards, especially when compared to the 4-story Lotus apartments to the west (left side of the image) and the mid-rise Golden West Manor tower to the north (left of center).

There are existing utility easements in the SE corner and along the North and East edges of the property for water, sanitary and storm sewer infrastructure crossing the site. Electrical service enters in the NW corner and gas service enters from the SW corner. There are public access easements along Aurora and in the NW corner of the property for pedestrian connections.

The existing vehicular access point to the property is located near the center of the south property line, but this will be relocated east adjacent to the east property line.

2885 E Aurora Avenue
Concept Plan Review and Comment Application - Written Statement



Transportation Master Plan

The Transportation Master Plan (*Figure 2 below*) shows a proposed multi-use path running north-south through the site and a sidewalk ending in the NW corner. The property is also in the 30th and Colorado Pedestrian Improvement Area.

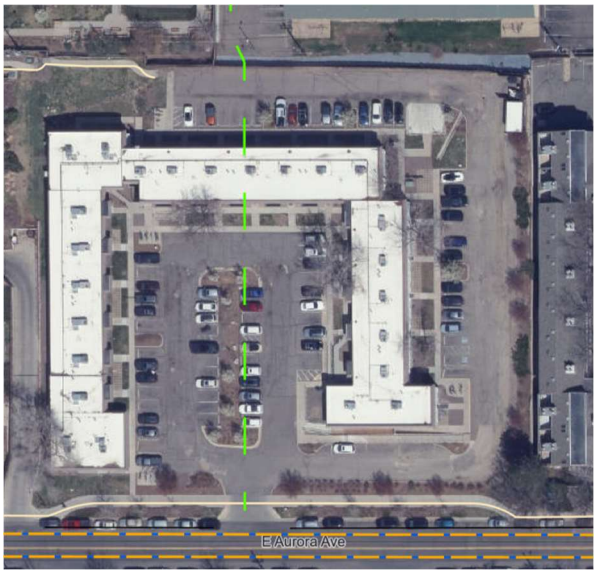


Figure 1 - Transportation Master Plan



Figure 3 - Floodplain Map

Floodplain

The City's Floodplain Map (*Figure 3*) shows the NW corner of property in the 500-Year Floodplain. This will have no impact on our proposal.

2885 E Aurora Avenue
Concept Plan Review and Comment Application - Written Statement

OUR PROPOSAL

Multi-use Path Alignment
The Transportation Master Plan (TMP) identifies a desired north-south Multi-use Path (MUP) connection through the center of subject property that will ultimately connect Adams Circle to Aurora Ave. Based on an analysis of the existing grades, the TMP diagram alignment straight through the 2885 Aurora property would exceed 5% as depicted on the profile provided on Sheet C4.0 of this concept review package. Furthermore, when we account for access and grade transitions, the resulting grade would actually exceed 6%. Therefore, the project proposes a MUP alignment along the west side of the property which allows for grades less than 5% This alignment allows us to connect the existing walk going west from the NW corner of our site to the new MUP. Our proposed alignment meets all slope and horizontal geometry requirements (corner radiuses, shoulder buffers, etc.) and connects the MUP to Aurora in a location that is much closer to the underpass at 28th Street.

Access & Surface Parking

The new vehicular access point for the property will be located at the low point of Aurora Avenue in the SE corner of the property and slope down along the east property line to the new surface parking lot on the north side of the site with approximately 45 parking spaces. Our surface parking lot has been designed to accommodate an emergency vehicle turnaround in the NE corner and provide access to a secure parking facility under the residential portion of the building. The proposal plans to achieve 1 motor vehicle parking space for every 2 bedrooms in the new building.

Structured Below-Building Parking

The partially below-grade parking structure will include approximately 105 parking spaces as well as secure, long-term bike storage facilities for a wide variety of resident bicycles and other alternative modes of transportation. To conceal the parking structure from view it will be lined with residential units on the north side of the building.

Bicycle Parking

Our proposal plans to provide a minimum of 2 bike parking spaces per unit, or approximately 290 bikes, with 75% (218) of those spaces proposed in a secure, weather-protected location on site or within the parking structure, and 25% (72) in short-term racks located near building entries. 5% (15) of the bike spaces will accommodate larger bikes with dimensions of 10 feet long by 3 feet wide.

Utilities
The project site is currently served by existing city utilities located adjacent to and on the property. Primary utility modifications proposed with the redevelopment will include removal of fire hydrant and water main located in the middle of the existing property and vacating the associated utility easement. A new hydrant will be proposed along Aurora near the SW corner of the site. We will remove the public sanitary main on the east side that only serves the existing building on this property. The proposed new building will be served from Aurora in the future. We will move the public water main and associated fire hydrant on the east side of the site to the proposed drive lane and modify the associated utility easement. Finally, we will reconstruct the public storm sewer crossing the southeast portion of the site and modify the associated utility easement.

Drainage

The concept plan proposes detention/water quality basin areas along the north side of the proposed building which will collect runoff from the site, including roof and drive/parking areas, to provide the necessary detention and water quality before discharging in a historic manner to the existing public storm sewer located along the north side of the site.

Landscape Character

The landscape concept for this project focuses on the use of native and adaptive plants of the Front Range. We will plant street trees along Aurora Ave creating comfortable pedestrian circulation in front of the site. The

south side of the site facing Aurora will include a plaza in front of the main entry along with a gated metal fence at the opening to courtyard that will provide both privacy and security for residents of the building.

In the center of the community is a large courtyard with pedestal pavers over the parking deck along with tree boxes, pavers, perimeter planning beds, trellises, grilling stations and furniture that are used to create outdoor rooms. Perimeter plantings will buffer these active spaces from the balcony/patios of the residential units arrayed around the perimeter.

On the north side of the building, rain gardens will be used to address stormwater runoff while trees and shrubs will be used to buffer the surface parking lot from adjacent residential units. The parking lot will meet the required interior landscape requirements with tree and shrub beds.

Architectural Character

The proposed 4-and 5-story courtyard apartment building will be constructed of high-quality materials and be primarily composed of painted cementitious siding, brick and prefinished architectural metal panels with generously sized windows, balconies and metal railings. A wood-like finish on accent panels at balcony alcoves and at primary entry locations will create a warm, natural, inviting architectural character. The ground level of most facades will include grey brick to give the new structure a high-quality, durable, permanent appearance. Shade structures, metal fence and brick site walls will add detail and pedestrian scale in key locations around the building.

The mass of the building along Aurora creates the appearance of two distinct buildings separated by a 45’ wide courtyard. The larger of the two buildings on the east side of the property is reduced even further with a variety of forms and building heights. This is done to create visual interest, transparency and emphasize the human-scale of the building at the entry and courtyard along Aurora.

With an anticipated total of 145 apartments, the new building has been designed to include a wide variety of unit types. At this early stage, the unit mix is anticipated to yield around:

- 5% Studio units
- 25% 1-bedroom units
- 40% 2-bedroom units
- 20% 3-bedroom units
- 10% 4-bedroom units

We do not plan to provide a significant number of 4-bedroom units and have avoided 5-bedroom units altogether. We believe the local market has been flooded with these larger unit types, and this concentration in recent projects has reduced overall housing options for students and other qualified renters.

Amenities

Our plans include around 8,000 SF of amenity space that will primarily face Aurora Ave. A large entry lobby, leasing office, lounge, and fitness room are being proposed on the first floor near the entry to the courtyard. A large clubroom and roof terrace on the 4th floor above Aurora will include a variety of outdoor lounge seating options, a shade structure, BBQs and outdoor games. The roof terrace was strategically located to capture views of the Flatirons and the Boulder campus. A variety of individual and group study lounges, a business center, meeting rooms and other uses will be included on the 2nd and 3rd floors above the entry and under the roof terrace.

Courtyard

To meet the land use code’s height modification requirements, we designed the building around a 13,300 SF L-shaped courtyard that will include landscaping, hardscape and fitness amenities including an outdoor workout area, BBQs, a pool, hot tub, pool deck, shade structures and sauna facilities. Measuring nearly 45’ at its narrowest point, and clearly visible from Aurora Avenue, the courtyard is at least the same width or wider than its surrounding building walls. Combined with the 2,200 SF roof terrace on the 4th floor, our proposal provides over 15,000 SF of outdoor useable open space at the heart of the community. Another 7,000 SF of

useable open space is provided on individual unit balconies. Combined with additional landscape and hardscape areas across the property, the total useable open space in our proposal will be well over 20% of the property area.

Transportation Demand Management Plan

Our proposal will include economically feasible travel demand management techniques, including a new multi-use pathway and sidewalks in the site design, transit passes, parking restrictions, information and education materials, and programs to promote bicycle usage, including new long- and short-term bike storage facilities, that will help reduce single occupant vehicle trip generation to and from the site.

The City of Boulder's new Transportation Demand Management (TDM) ordinance, effective April 9, 2026, will apply to this new development and, if our proposal is approved with the anticipated 145 units, it will need to comply with Tier 2 requirements including:

- Annual Financial Guarantee (AFG) of an estimated $280/unit
- Remedial Financial Guarantee (RFG) of an estimated $140/unit
- Approved TDM Plan
- Vehicle Trip Generation (VTG) Target
- Annual Report including VTG Study

Inclusionary Housing – Cash-in-lieu Contribution

The City of Boulder has a goal to make 15% of all homes affordable for low-, moderate-, and middle-income households by 2035. The CIL program provides funds that can be leveraged by the City's housing authority with other funding to create more affordable homes than required by the Inclusionary Housing Ordinance. For every dollar received through CIL, the city can leverage $3 - $4 in state and federal funding to build more affordable homes. The City's housing authority is also able to provide homes to households earning between 30-60% AMI thereby providing even deeper affordability using these CIL funds.

Our proposal will support the City's affordable housing goal by allocating Cash-In-Lieu (CIL) funds to the Inclusionary Housing program. Initial estimates indicate our proposal would include nearly 40 IH units and provide over $8,000,000 of CIL funds to the city's Inclusionary Housing program.

City of Boulder
Planning & Development Services

CITY OF BOULDER
LAND USE REVIEW RESULTS AND COMMENTS

DATE OF COMMENTS:	**August 28, 2026**
CASE MANAGER:	**Alison Blaine**
PROJECT NAME:	**EAST VILLAGE FLATS**
LOCATION:	**2885 E AURORA AVE, 101**
REVIEW TYPE:	**Concept Plan Review & Comment**
REVIEW NUMBER:	**LUR2026-00055**
APPLICANT:	**JEFF DAWSON, THE STUDIO ARCHITECTURE**
DESCRIPTION:	**Demolition of an existing 40-unit multifamily residential building and the construction of a new 55', 5-story, 150,000 SF apartment building with 150 residential units, a podium parking structure, courtyard, surface parking and 10,000 SF of community amenity space.**

I. REVIEW FINDINGS

This application will be neither approved or denied, but rather is an opportunity for the city staff, the Planning Board, and the public to comment on the general aspects of the proposal. Refer to review comments below for staff's initial review comments and information regarding the Planning Board hearing.

II. CITY REQUIREMENTS

The section below addresses issues that must be resolved prior to project approval.

III. INFORMATIONAL COMMENTS

1. (Drainage and Utilities, Kyle Gillitzer, gillitzerk@bouldercolorado.gov) Conformance to city code and state regulations must be demonstrated at the time of Site Review. A Preliminary Storm Water Report and Plan in accordance to the City of Boulder Design and Construction Standards (DCS) must be provided by the applicant at time of Site Review application. The required report and plan must also address the following issues:
   - Water quality for surface runoff using "Best Management Practices"
   - Minimize Directly Connected Impervious Areas (MDCIA)
   - Detention ponding facilities
   - Water Quality Capture Volume (WQCV)
   - Storm sewer construction
   - Irrigation Ditches and Laterals
   - Groundwater discharge
   - Wetland mitigation
   - Erosion control during construction activities

   Please see DCS section 7.03 for full details of required report components.

   2. Discharge of groundwater to the public storm sewer system is anticipated to accommodate construction and operation of the proposed developments. City and/or State permits will be required for this discharge. The applicant is advised to contact the City of Boulder Storm Water Quality Office at 303-413-7350 regarding permit requirements. All applicable permits must be in place prior to building permit application. Additionally, special design considerations for the properties to handle groundwater discharge as part of the development may be necessary.

   3. A construction storm water discharge permit is required from the State of Colorado for projects disturbing one (1) acre of land or more. The applicant is advised to contact the Colorado Department of Public Health and

Physical Address
1101 Arapahoe Ave
Boulder, CO 80302

Mailing Address
PO Box 791
Boulder, CO 80306-0791

BoulderPlanDevelop.net
P: 303-441-1880
F: 303-441-4241

Environment.

2. (Drainage and Utilities, Kyle Gillitzer, gillitzerk@bouldercolorado.gov) Conformance to city code and state regulations pertaining to utility infrastructure must be demonstrated at the time of Site Review. A utility report which addresses all criteria outlined in The City of Boulder Design and Construction Standards (DCS) Sections 5.02 and 6.02 shall be required as a part of the site review development application. This report should include the following;
- A water system distribution analysis in order to assess the water service impacts and service demands of the proposed development. Conformance with the city's Treated Water Master Plan, October 2011 is required.
- A collection system analysis to determine any system sanitary system impacts based on the proposed demands of the development. The analysis will need to show conformance with the city's Wastewater Collection System Master Plan, July 2016.
A utility plan drafted in accordance to DCS Section 4.03 shall also be required at the time of submittal.

3. (Drainage and Utilities, Kyle Gillitzer, gillitzerk@bouldercolorado.gov) High groundwater tables have been known to be present on sites in close proximity to this proposed development. Please be advised that if it is encountered at this site, an underdrain/dewatering system may be required to reduce groundwater infiltration, and information pertaining to the quality of the groundwater encountered on the site will be required to determine if treatment is necessary prior to discharge from the site. City and/or State permits are required for the discharge of any groundwater to the public storm sewer system.

4. (Drainage and Utilities, Kyle Gillitzer, gillitzerk@bouldercolorado.gov) Staff is investigating whether the portion of main this development utilizes is a "dead line" serving only this development or not. If this main is determined to only serve the development than the main shall be required to be demolished including the horseshoe shaped loop portion and the development shall be required to tap the east-west running 8" VCP main running under Aurora Ave. Staff shall coordinate with the applicant directly once the results of this determination are made.

5. (Drainage and Utilities, Kyle Gillitzer, gillitzerk@bouldercolorado.gov) Stormwater runoff detention may be required as a part of this development, however, it is not clear based off of the information provided within this development application. The development must evaluate, within a drainage report, if the runoff coefficient is increasing between the pre versus post developed condition or not. If any increase occurs than the detention requirements of The City of Boulder Design and Construction Standards Section 7.12 shall apply.

6. (Drainage and Utilities, Kyle Gillitzer, gillitzerk@bouldercolorado.gov) The applicant is advised of the following utility standards:
- 1. The applicant is notified that, though the city allows Xcel and Qwest to install their utilities in the public right-of-way, they generally require them to be located in easements on private property.

2. The applicant is advised that any proposed street trees along the property frontage may conflict with existing or proposed utilities, including without limitation: water, wastewater, storm drainage, flood control, gas, electric, telecommunications, drainageways, and irrigation ditches, within and adjacent to the development site. It is the applicant's responsibility to resolve such conflicts with appropriate methods conforming to the Boulder Revised Code 1981, the City of Boulder Design and Construction Standards, and any private/franchise utility specifications.

3. The landscape irrigation system requires a separate water service and meter. A separate water Plant Investment Fee must be paid at time of building permit. Service, meter and tap sizes will be required at time of building permit submittal.

4. All proposed public utilities for this project shall be designed in accordance with the City of Boulder Design and Construction Standards (DCS).

7. (Drainage and Utilities, Kyle Gillitzer, gillitzerk@bouldercolorado.gov) The following are observed code non-conformities or staff observed areas of concern pertaining to the submitted utility layout which must be addressed at the time of Site Review submittal:
- The submitted preliminary utility layout shows the proposed relocation of the city's storm main conducted in a 45 degree manner crossing sanitary infrastructure. Storm and sanitary crossings of public infrastructure should occur in a perpendicular manner to reduce potential cross contamination by limiting crossing distance areas. Reformat the utility plan to provide perpendicular crossings of the proposed infrastructure.
- The development is proposing a terminus main. Water services should be located on the main ensuring sufficient draw from the line to prevent stagnating water within the public system.

- The proposed sanitary tap is shown in an angular manner within the right-of-way. Sanitary taps shall be conducted perpendicularly to the main within the right-of-way.

8. (Drainage and Utilities, Kyle Gillitzer, gillitzerk@bouldercolorado.gov) The preliminary site layout shows the trash enclosure in close proximity to the proposed stormwater control measure with limited route access to it. Staff has concerns that residents of the facility will create "social trails" within the rain garden to reach the trash enclosure compressing the growing media rendering its filtering abilities as ineffective, that the trash enclosure will allow direct flows of contaminated runoff from the enclosure to flow directly into the system in a concentrated manner, and that loose garbage will the ability to enter the system. The developer is recommended to reevaluate this component of the site layout given these concerns.

9. (Drainage and Utilities, Kyle Gillitzer, gillitzerk@bouldercolorado.gov) This development appears to be disturbing more than acre of soil. Per The City of Boulder Design and Construction Standards (DCS) definitions section, this development will be considered an “applicable development”. Accordingly, all requirements of Chapter 7 of the DCS shall apply including (but not limited to) LID Techniques (7.14), Water Quality Design Standard Compliance (7.15), Selection and Design of Stormwater Control Measures (7.16), Preliminary Infiltration Feasibility Screening (7.16 (B)), Treatment Approach Selection Criteria (7.16 (C)), Soil and Infiltration Test (7.16 (E)), etc.

10. (Drainage and Utilities, Kyle Gillitzer, gillitzerk@bouldercolorado.gov) This development is proposing to remove existing public fire hydrants. An analysis must be completed at the time of site review confirming that the removal of the proposed hydrants does not negatively impact neighboring properties which may be served off of these systems and confirm that fire coverage is not reduced by the proposed removals. Fire hydrants will need to be installed to meet the coverage requirements outlined in Section 5.10 of the City of Boulder Design and Construction Standards. Per the standards, no portion of any building shall be over 175 feet of fire access distance from the nearest hydrant. Fire access distance is measured along public or private (fire accessible) roadways or fire lanes, as would be traveled by motorized fire equipment. All fire hydrants and public water lines will need to be located within public utility easements.

11. Concept Plan Review Guidelines, Alison Blaine, 303-441-4410
See attached document for staff's response to the guidelines prescribed in Section 9-2-13.

12. EV PARKING, C405.13 2024 CITY OF BOULDER ENERGY CONSERVATION CODE (CoBECC) | Since there are 150 parking spaces proposed, please ensure they have 5% (8 spaces) as EVSE installed, 15% (23 spaces) as EV Ready, 40% (60 spaces) as EV Capable and 40% (59 spaces or remaining) as EV Capable Light. Also since accessible spaces will be required, please ensure at least one of the accessible spaces will be either EVSE installed or EV Ready. Upon future submission, please show the EV spaces on the plans as well as the location of the chargers to ensure the clearance requirements are being met.

13. Floodplain, Tom Pankau (pankaut@bouldercolorado.gov) State whether the project meets the definition of a critical or at-risk facility, according to the Title 9 - Chapter 16 definitions found in the Boulder Revised Code, within the floodplain section of the written statement to clarify floodplain regulation applicability.

14. Inclusionary Housing, Sloane Walbert, walberts@bouldercolorado.gov
    a. The Inclusionary Housing (IH) program requires all new residential developments to contribute 25% of the total units, or the equivalent, as permanently affordable housing (Chapter 9-13, “Inclusionary Housing”, B.R.C., 1981). Developments may satisfy the inclusionary requirement through the provision of on-site affordable units, comparable existing or newly built off-site permanently affordable units, dedication of land appropriate for affordable housing, or by payment of a cash-in-lieu contribution. The means for satisfying the inclusionary requirement will be reviewed by staff concurrent with any land use review.
    b. Any required documents, including the Determination of Inclusionary Housing Compliance form, be signed prior to application for any residential building permit. Any applicable cash-in-lieu contribution must be made prior to issuance of a residential building permit.
    c. A Unit and Cash-in-lieu Calculator for estimating the Inclusionary Housing requirement for the development may be found on the city website at https://bouldercolorado.gov/unit-cash-lieu-calculator.
    d. The project is subject to the adopted Community Benefit requirements of Section 9-2-14(h)(6)(C), B.R.C. 1981 since a height modification is requested to allow floor area in the 4th and 5th stories above the zoning district height limit. This additional area is called "bonus floor area" in the land use code. The “bonus floor area” calculation is used to determine the increased number of required affordable residential units and/or the increased cash in lieu of providing the on-site units.

15. Plan Documents, Alison Blaine, 303-441-4410
    At time of Site Review, as part of the response to Site Review Criteria, the applicant should provide an analysis on the percentage of paving used for vehicle parking and circulation. A description on how this meets criteria will be necessary.

16. Plan Documents, Alison Blaine, 303-441-4410
    At time of Site Review, describe how the building and site will accommodate deliveries and drop-off/pick-up. Will there be curbside loading? Or will short-term users access the site via the access drive and rear parking lot?

17. Plan Documents, Alison Blaine, 303-441-4410
    At time of Site Review, provide more information on the transition between materials. For instance, it appears there may be in-plane changes between the dark grey brick on the ground floor and the cream panels above. Additional detailing elements between the materials may be required if there is not at least a 12" offset.

18. Plan Documents, Alison Blaine, 303-441-4410
    At time of Site Review, provide site and building sections that show grade, internal circulation, building entries, stairs, etc. so that staff can better understand how the building will interact and work with the site grading.

19. Plan Documents, Alison Blaine, 303-441-4410
    The submitted renderings do not appear to match what is shown on the site plans. Specifically, the renderings show that the building entries along the southern elevation and the entry to the courtyard is at grade with the E. Aurora right-of-way. The site plans instead show several stairs that would indicate a grade change between the building entry and public realm. At time of Site Review, accurate renderings must be provided that reflect the proposed scope.

20. The project will trigger landscape requirements in accordance with the City of Boulder Land Use Code, Sections 9-9-12, 9-9-13, and 9-9-14, B.R.C. 1981 and the City of Boulder Landscape Manual. Applicable standards include street tree plantings, overall site landscape planting, and waterwise plantings as outlined in 9-9-12(e), 9-9-13, and the Boulder Landscape Manual; interior parking lot landscaping per section 9-9-14(d) and parking lot screening per section 9-9-14(b). Include a summary table of landscape requirements per section 9-9-12(e)(1)(J), B.R.C. 1981 to determine the extent of required landscape improvements.

    SITE REVIEW LANDSCAPE CRITERIA: The applicant has a responsibility to specify landscape solutions in accordance with Landscape Site Review Criteria enumerated in Land Use Code Section 9-2-14(h)(2)(C), B.R.C. 1981. Provide DETAILED narrative and analysis of the proposed landscape for the subject development illustrating how each landscape criteria is met or exceeded.

    TREE INVENTORY: Provide a tree inventory prepared by an ISA certified arborist licensed in the City of Boulder in accordance with 9-2-14(d)(18) and 9-9-12(e)(1)(K), B.R.C. 1981 detailing the location, size, condition, and species of all existing trees on the property, within adjacent rights-of-way, and within the landscape setbacks of all properties adjacent to the development site.

21. Transportation, Tom Pankau (pankaut@bouldercolorado.gov) At time of site review application, a Traffic Study is required in accordance with Section 2.02 of the City of Boulder Design and Construction Standards (DCS) and follow the requirements of DCS Section 2.03.

22. Transportation, Tom Pankau (pankaut@bouldercolorado.gov) Provide a smoother sidewalk transition to the existing sidewalk at the east side of the property along East Aurora Ave.

23. Transportation, Tom Pankau (pankaut@bouldercolorado.gov) Refer to CoBECC sec. C405.13 for information regarding number and type of required electrical vehicle charging spaces. Also refer to 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design and regulations for providing the required number of accessible parking spaces.

24. Transportation, Tom Pankau (pankaut@bouldercolorado.gov) Review the requirements for long-term bicycle parking spaces found in Section 9-9-6(e)(4), B.R.C. 1981 as it specifies rack types, charging spaces, and other requirements that will be reviewed at future application.

25. Transportation, Tom Pankau (pankaut@bouldercolorado.gov) Transportation staff could accept the proposed alignment of the multi-use path if adequate lighting and wayfinding signs are provided to inform pedestrians of the available public connections.

26. Zoning, Alison Blaine, 303-441-4410

Site Size
Per city mapping, the entire site is 99,926 square feet (2.29 acres).

Uses
The proposed use is “Dwelling Unit, Attached,” which is allowed by-right in the RH-5 zone.

Building Heights
The maximum permitted height in the RH-5 zone is 35 feet. A height modification may be granted by site review if it meets the requirements set forth in Section 9-2-14(b)(1)(E). Note that the height is measured from the low point 25-feet from each building’s tallest side. At time of site review, a low point should be shown for each structure and a detailed response to the Site Review criteria must be provided.

Building Massing
Per Table 8-1, of Section 9-8-1, “Intensity Standards,” B.R.C. 1981, the RH-5 zone has a floor area ratio limitation of 1.5. Building massing is also determined by a combination of the underlying setbacks and height limits and conformity with the Site Review criteria of Section 9-2-14(h), B.R.C. 1981. At this time, staff cannot verify compliance with FAR requirements. Detailed floor plans will be required at time of Site Review.

Building Setbacks
Chapter 9-7 of the Land Use Code specifies the required setbacks for the buildings. Setback modifications can be considered in the Site Review process and can be approved if the criteria of Section 9-2-14(h), B.R.C. 1981 are met. Staff will verify setbacks when a scaled site plan is provided at time of Site Review, but the submitted plans appear consistent.

Parking
Bike parking for residential uses without a private garage is 2 per unit with 75% long-term and 25% short-term.

Open Space
Open space is subject to the requirements of 9-9-11, “Useable Open Space,” B.R.C. 1981 and the open space criteria within the Site Review criteria (9-2-14(h)(2), B.R.C. 1981). The RH-5 zone requires 15% minimum open space for lots with residential uses. Balconies and roof-decks may count towards up to 25% of the total open space requirement. At time of Site Review, a detailed open space diagram will be required. Staff has not been able to verify consistency with open space requirements at this time.

Outdoor Lighting
Please note that development of the site will require compliance with Section 9-9-16, Outdoor Lighting.

Solar Access
Per Section 9-9-17, the site is within Solar Access Area II. The site is surrounded by other properties within Solar Access Area II. Section 9-9-17(3), B.R.C. 1981 states that Solar Access Area II is designed to protect solar access principally for rooftops in areas where, because of planned density, topography or lot configuration or orientation, the preponderance of lots therein currently enjoy such access and where solar access of this nature would not unduly restrict permissible development. SA Area II includes all property in RL-2, RM, MU-1, MU-3, RMX, RH-1, RH-2,RH-3, RH-4, RH-5 and I zoning districts.

Site and Building Design
Staff conducted a preliminary design review of the proposed project as part of the Concept Review based on the plans provided. Overall, staff is supportive of the simplicity of the material palette and refined composition, as detailed below:

- Staff supports the proposed relocation of the planned multi-use path, which optimizes safety of all modes and provides connectivity through the site, consistent with Section 9-2-14(2)(A)(iii).
- The courtyard provides a variety of amenities for building users, consistent with Section 9-2-14(h)(2)(B)(i and ii).
- Parking areas are located below and behind the building and not visible from the streetscape, consistent with

Section 9-2-14(h)(3)(A)(ii).
- Windows create visual interest and provide a sense of connection to the public realm, consistent with Section 9-2-14(h)(3)(B)(iii).
- The number of building material types is limited and the material assignment is simple, consistent with Section 9-2-14(h)(C)(iii).

Staff identified the following aspects of the site and building design that should be further considered prior to Site Review application:
- More information should be provided on how the proposed design will align with Section 9-2-14(h)(1)(G)(ii) given the significant grade change across the site. Specifically, staff notes there appear to be partially submerged units, which are not approvable.
- The grade also appears to impact the building's relationship with the public realm along Aurora Ave., as the site plans show three stairways in order to access the building. To better align with Section 9-2-14(3)(A)(iv), the building and grade should be brought down to be level with the right-of-way to provide a more welcoming entry and a vibrant pedestrian experience along the public realm.
- The inner courtyard appears to have a high percentage of hardscape. Review relevant criteria and confirm the courtyard will provide a balance of hard and softscape.
- The western elevation is located along the multi-use path and therefore subject to additional criteria per Section 9-2-14(h)(4)(A)(i). Staff measures that this façade is about 175 feet long and currently inconsistent with criteria.
- As currently designed, the building is inconsistent with Section 9-2-14(h)(3)(B)(i) because it does not provide a variety of forms and heights. While staff appreciates the inclusion of a third floor roofdeck on the southern elevation, the added trellis contributes to the single roof line and building height. Greater roof modulation and building height variation should be implemented.
- To improve the site design and enhance the user experience, consider adding trees to both sides of the MUP for shading purposes.
- This area of Boulder is considered a high heat area on heat mapping. Consider ways to mitigate urban heat island such as additional landscaping.

IV. FEES

Please note that the new 2024 application fee includes an initial and two subsequent reviews. If further substantive review is required following the third review, an additional fee will need to be paid for the fourth and each subsequent review. This additional fee does not apply for: Annexation/Initial Zoning, Concept Plan Review, BVCP land use designation change, Vacation Feasibility Study, Right-of-Way/Access Easement Vacation, or CDOT Access Permit.

For 2023 or earlier cases, hourly billing still applies for reviewer time spent on any reviews following the initial review.

Outlook

concerns about 2885 E aurora ave

From Bart Manchester <manchester@gmail.com>
Date Fri 8/28/2026 12:00 PM
To Blaine, Alison <blainea@bouldercolorado.gov>

External Sender Notice This email was sent by an external sender.

LUR2026-00055

I am a property owner of a unit near by. Im still confused about shifting rules about how tall buildings can be, but my main concern about this proposed development is parking. That road (Aurora) is already jamp packed nearly 100% of the time with on street parking. There are tons of students walking and biking (and skateboarding, escootering etc) there and lots of traffic an not remotely enough parking. These new and expanding housing need to accommodate their cars not just people. Many students have cars that is just a fact - so I would think they should be providing probably at least 2/3 of legal occupancy in parking for their residences. A 3 bedroom should probably have at least 2 spots. Anything less just adds to the insanity in that area which is not just horrifically inconvenient its dangerous as well.

2800 aurora 113
bart manchester

Attachment C - DRC Comments

Outlook

2885 e aurora

From Matt Dyroff <westpointinvestments@yahoo.com>
Date Thu 8/27/2026 7:48 AM
To Blaine, Alison <blainea@bouldercolorado.gov>

1 attachment (297 KB)
City of Boulder 2885 E Aurora.pdf;

External Sender Notice This email was sent by an external sender.

HI, can you help? I own 2905 East Aurora, this project is a big mistake, I can not access the link. Can you email me the site plan and the information , thanks a ton!

Matt

CRITERIA CHECKLIST AND COMMENT FORM

CONCEPT PLAN REVIEW AND COMMENT
SECTION 9-2-13(g)
LUR2026-00055
ADDRESS: 2885 E Aurora Ave
DATE: August 28, 2026

GUIDELINES APPLICABLE TO ALL CONCEPT PLAN REVIEW APPLICATIONS

(g) Guidelines for Review and Comment:

The following guidelines will be used to guide the planning board's discussion regarding the site. It is anticipated that issues other than those listed in this section will be identified as part of the concept plan review and comment process. The planning board may consider the following guidelines when providing comments on a concept plan:

(1) Characteristics of the site and surrounding areas, including without limitation, its location, surrounding neighborhoods, development and architecture, any known natural features of the site including without limitation, mature trees, watercourses, hills, depressions, steep slopes, and prominent views to and from the site;

Staff Response:

The 2.29 acres site is located along East Aurora Ave. between 28th St and 30th St. The existing property contains the East Village Flats, which is a one-story student housing building with approximately 40 units.

The area is part of Colorado University subcommunity and is dense with a variety of residential uses, including detached, duplexes, triplexes, and multi-family. Nearby zone districts include RH-5, RH-3, BT-1, P, and RL-1. The University campus is just west of the subject site on the other side of 28th St. The surrounding area includes high-density residential uses to the north and south, including student housing developments such as the Lodge and Sterling Apartments which are three- and four-stories tall. Lower density residential is located east of 30th St. The site abuts high density residential uses on all sides.

There are limited natural features as the site is already developed with surface parking and a single-story U-shaped building. There are some mature trees within the development, with existing landscaping along the perimeter and within the parking areas and existing detention to the northwest. The 500-year-flood covers approx. 13,000 square feet of the site along the northern edge. The site is also impacted by a significant grade change, as the slope decreases by about 14 feet between the northern and southern property lines.

(2) Community policy considerations, including without limitation, the review process and likely conformity of the proposed development with the Boulder Valley Comprehensive Plan and other ordinances, goals, policies, and plans, including without limitation, sub-community and sub-area plans;

Staff Response:

The BVCP Land Use Designation for the site is Hight Density Residential (HR), which is defined as "Characteristics and Locations: the HR areas are generally located close to the University of Colorado, in areas planned for transit-oriented redevelopment and near major corridors and services. Uses: Consists of attached residential units and apartments. May include some complementary uses implemented through zoning. BVCP Density/Intensity: More than 14 dwelling units per acre."

The following other BVCP policies have been found relevant to the proposal:

- *1.11 Jobs: Housing Balance*
- *1.22 Channeling Development to Areas with Adequate Infrastructure*
- *2.03 Compact Development Pattern*
- *2.41 Enhanced Design of All Projects*

(3) Applicable criteria, review procedures, and submission requirements for a site review;

Staff Response:

If the applicant moves forward with the proposal, approval of a Site Review application would be required to build the project as proposed. Decision on the application would be based on the Site Review criteria of Section 9-2-14(h), B.R.C. 1981. Submittal requirements are based on those specified in the land use code, including but not limited, detailed site plans, landscape plans, floor plans and elevations, preliminary stormwater and utility plans etc. Site Review is required due to the size of the development and proposed height modification. A height modification requires a Public Hearing and Planning Board approval with staff recommendation. Other applicable criteria include:

- *Site Review criteria in Section 9-2-14(h) of the Land Use Code;*
- *Site Review criteria in Section 9-2-14(h)(4) for additional criteria for height modifications, including 9-2-14(h)(6) (C)*
- *The land use designation in the BVCP;*
- *All relevant policies of the BVCP;*
- *RH-5 Zoning regulations; and*
- *The City of Boulder Design and Construction Standards (DCS).*

(4) Permits that may need to be obtained and processes that may need to be completed prior to, concurrent with, or subsequent to site review approval;

Staff Response:

Technical Documents. Following site review, technical documents would be submitted and evaluated for final utilities, architecture, landscaping, drainage, outdoor lighting, etc. Building Permit. Once site conditions were found to be compliant with all applicable codes, a building permit for any new structures or site work could be reviewed.

(5) Opportunities and constraints in relation to the transportation system, including without limitation, access, linkage, signalization, signage and circulation, existing transportation system capacity problems serving the requirements of the transportation master plan, possible trail links, and the possible need for a traffic or transportation study;

Staff Response:

The subject site is well suited for convenient access to transportation systems and bicycle and pedestrian routes. A bus stop serving the Bound, W, and WL lines is located east of the site along 30th St. There is a designated bike lane on 30th St. and a bike route serving the site on East Aurora. Bicycle users and pedestrians can head west on East Aurora and access the University of Colorado campus from an underpass under 28th St.

At time of Site Review, a traffic study and trip generation report will be required.

The City's Transportation Master Plan shows a planned multi-use connection across the site between

Adams Cir to Aurora Ave. As shown on the TMP, the connection currently bisects the center of the property through the footprint of the existing building. Construction of the multi-use path will be required and should be shown on all plans and documents as part of a future submittal.

(6) Environmental opportunities and constraints, including without limitation, the identification of wetlands, important view corridors, floodplains, and other natural hazards, wildlife corridors, endangered and protected species and habitats, the need for further biological inventories of the site, and at what point in the process the information will be necessary;

Staff Response:

The site is already developed with attached residential, a surface parking lot, and limited vegetation or landscaping. The northern portion of the site is impacted by the 500-Year flood zone. There are no concerns regarding wildlife corridors or endangered and protected species and habitats. The location of the site may provide views of the Flatirons upon redevelopment.

(7) Appropriate ranges of land uses; and

Staff Response:

The proposed land use for the site is consistent with BVCP land use designation for the site (HR) and the underlying zoning (RH-5). The proposed development would be an appropriate use given that the area is located close to the University of Colorado and located near the multimodal 28th Street corridor, where there are both multi-use paths for bikes and pedestrians and a number of transit facilities.

(8) The appropriateness of or necessity for housing.

Staff Response:

A range of housing types at a high density is compatible with the area. Additional residential uses have access to the University of Colorado and meet the goals of the 2019 University of Colorado Housing Master Plan.

utlook

concerns about 2885 E auro ve

From Bart Manchester <manchester@gmail.com>
Date Fri 8/28/2026 12:00 PM
To Blaine, Alison <blainea@bouldercolorado.gov>

External Sender Notice This email was sent by an external sender.

LUR2026-00055

I am a property owner of a unit near by. Im still confused about shifting rules about how tall buildings can be, but my main concern about this proposed development is parking. That road (Aurora) is already jamp packed nearly 100% of the time with on street parking. There are tons of students walking and biking (and skateboarding, escootering etc) there and lots of traffic an not remotely enough parking. These new and expanding housing need to accommodate their cars not just people. Many students have cars that is just a fact - so I would think they should be providing probably at least 2/3 of legal occupancy in parking for their residences. A 3 bedroom should probably have at least 2 spots. Anything less just adds to the insanity in that area which is not just horrifically inconvenient its dangerous as well.

2800 aurora 113
bart manchester

Outlook

2885 e aurora

From Matt Dyroff <westpointinvestments@yahoo.com>
Date Thu 8/27/2026 7:48 AM
To Blaine, Alison <blainea@bouldercolorado.gov>

1 attachment (297 KB)
City of Boulder 2885 E Aurora.pdf;

External Sender Notice This email was sent by an external sender.

HI, can you help? I own 2905 East Aurora, this project is a big mistake, I can not access the link. Can you email me the site plan and the information , thanks a ton!

Matt

On Friday, August 28, 2026 at 03:02:26 PM EDT, Blaine, Alison <blainea@bouldercolorado.gov> wrote:

Hi Matt,

Thanks for reaching out. Attached are the plans and written statement for the Concept Plan at 2885 E Aurora Ave. The Planning Board hearing is tentatively scheduled October 27th. I will include you in my contact list and send you more information on the public hearing when the details are finalized.

Best,

Alison Blaine, AICP
Senior City Planner
(pronouns: she/her/hers)
O: 303-441-4410
blainea@bouldercolorado.gov

From: Matt Dyroff <westpointinvestments@yahoo.com>
Sent: Thursday, August 27, 2026 7:48 AM
To: Blaine, Alison <blainea@bouldercolorado.gov>
Subject: 2885 e aurora

External Sender Notice This email was sent by an external sender.

HI, can you help? I own 2905 East Aurora, this project is a big mistake, I can not access the link. Can you email me the site plan and the information , thanks a ton!

Matt

Outlook

Re: 2885 e aurora

From Matt Dyroff / West Point <westpointinvestments@yahoo.com>
Date Thu 9/3/2026 8:27 AM
To Blaine, Alison <blainea@bouldercolorado.gov>

Thanks, Alison. This is very helpful.

Can you please let me know whether the proposed project has completed a Solar Access Protection Schematic or any other shadow or solar-access analysis? If so, would you please share a copy with me?

As the owner of 2905 East Aurora, which is immediately adjacent to the proposed project on the east property line, I am concerned about the impact that a building of this height and mass could have on my property and, particularly, on the residents living along that side of the property. I want to better understand the potential loss of sunlight, shadow impacts, and whether the proposed building could visually overpower my existing residential property.

I would appreciate any drawings, studies, or other materials addressing these impacts.

Thanks,

Matt

West Point Investments

Matthew C. Dyroff
2039 11th St., Suite G
Boulder, CO 80302

CITY OF BOULDER
PLANNING BOARD

MEETING DATE: October 27, 2026

AGENDA TITLE: Public hearing and consideration of a Boulder Valley Comprehensive Plan (BVCP) land use map designation change associated with the annexation of two properties totaling 5.4 acres and located at 1275 Cherryvale Rd. and 5995 McSorley Ln. from Rural Lands to Neighborhood 1 (case no. LUR2025-00049).

Applicant: Nick Cecere, ShelterBelt Design
Owner: Hakubai Temple

PRESENTER(S)
Brad Mueller, Director, Planning & Development Services
Charles Ferro, Senior Planning Manager
Alison Blaine, Senior Planner

OBJECTIVE
1. Planning Board hears applicant and staff presentations.
2. Public Hearing.
3. Planning Board discussion and action on the proposed BVCP land use map change.

SUMMARY

Project Name:	1275 CHERRYVALE RD. AND 5995 MCSORLEY LN. ANNEXATION (HAKUBAI TEMPLE)
Location:	1275 CHERRYVALE RD. AND 5995 MCSORLEY LN.
Size of Annexation:	5.4 acres (236,234 square feet), including: 4.53-acre 1275 Cherryvale Rd. property 0.90-acre 5995 McSorley Ln. property
Zoning:	Existing – Unincorporated Boulder County: Rural Residential – RR Proposed – City of Boulder: Residential – Rural 2 (RR-2)
Comprehensive Plan:	Rural Lands Greenways

KEY ISSUES FOR DISCUSSION

Staff has identified the following key issue to help guide the board's discussion:

1. Does the proposed change to the BVCP land use map to change Rural Lands to Neighborhood 1 meet the applicable criteria?

EXECUTIVE SUMMARY

The purpose of this item is for Planning Board (Board) to consider an action on the proposed BVCP land use map change associated with an annexation application. The annexation application was submitted in June 2025. In August 2026, the city and county approved a major update to the Boulder Valley Comprehensive Plan. Staff reviewed the application under the BVCP (2020 BVCP Mid-Term Update) in place at the time of submittal and presented the annexation application before Planning Board on July 28, 2026. However, during the major update, Area 2-Urban Edge properties were designated Rural Lands, a land use designation created for land that is unincorporated within the Boulder Valley and under Boulder County jurisdiction.

The BVCP expects the Rural Lands designation to change to a non-rural land use designation upon annexation, and the BVCP amendment procedures allow for a land use map change to occur concurrent with annexation. Accordingly, staff is proposing approval, concurrent with annexation of the property, of a land use map change to designate the Rural Lands portion of the property with a future land use that reflects the city's jurisdiction.

STAFF RECOMMENDATION

Staff Findings and Recommendation:

1. Staff finds the proposed change to the BVCP land use map from Rural Lands to Neighborhood 1 consistent with the applicable criteria.

Therefore, staff recommends that Planning Board adopt the following Motion:

Suggested Motion Language:

Motion to approve the proposed Boulder Valley Comprehensive Plan land use map change for the portion of the properties located at 1275 Cherryvale Rd. and 5995 McSorley Ln. designated as Rural Lands to Neighborhood 1, incorporating this staff memorandum as findings of fact, pertaining to case number LUR2025-00049.

PUBLIC NOTICE REQUIREMENTS AND FEEDBACK

Consistent with the BVCP Amendment Procedures (Appendix B), staff provided notification of the land use map change to the property owner, in writing, at least 30 days before the scheduled hearing. Public notice for impacted property owners has also been satisfied, as this memorandum has been uploaded to the city's website a minimum of 10 days before the scheduled hearing. No public feedback has been received regarding the land use map change.

Notification information and public comments regarding the annexation and initial zoning application can be found in the Records Archive for Planning Board.

BACKGROUND

Existing Conditions/Surrounding Area: As shown in **Figure 1**, the subject site is located just

north of McSorley Lane, near the intersection of Reserve Drive and Cherryvale Road in unincorporated Boulder County. The project site is comprised of two parcels addressed at 1275 Cherryvale Rd. and 5995 McSorley Ln. City mapping shows 1275 Cherryvale Rd. as two parcels due to multiple tax accounts filed with the county. Refer to **Figure 2** for the annexation map, which shows the boundaries of the two properties. The project site totals 5.4 acres.



Figure 1. Vicinity Map

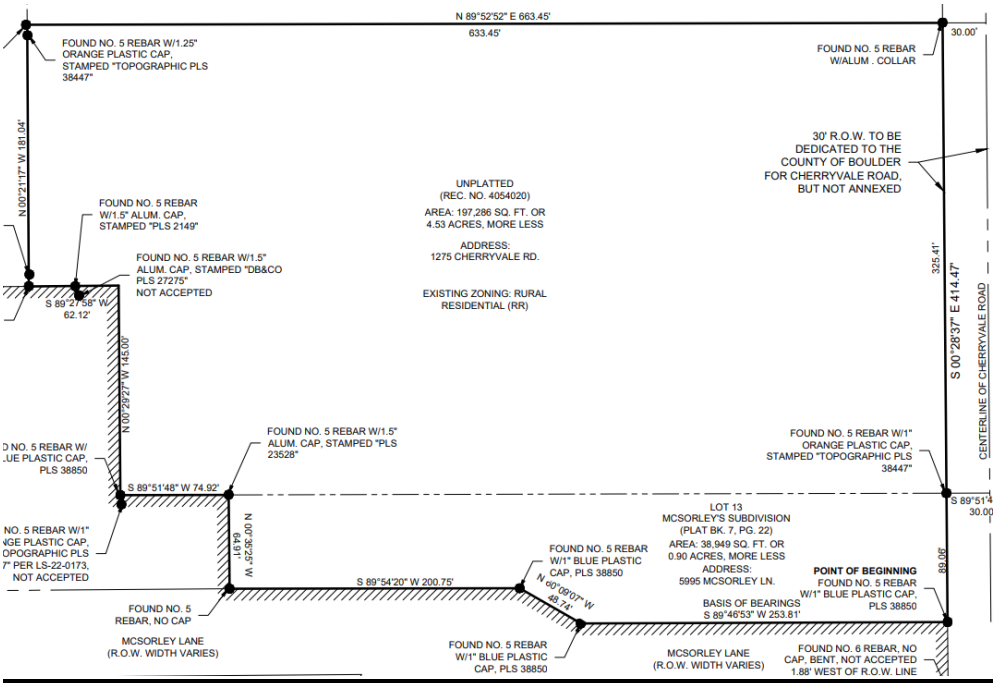


Figure 2. Annexation Map

Project History: City staff received an application in June 2025 for the annexation of the properties at 1275 Cherryvale Rd. and 5995 McSorley Ln. with an initial zoning of RR-2. The annexation was brought before Planning Board on July 28, 2026, for review and recommendation. The Board unanimously recommended approved (ml. Robles absent). The staff

memorandum to Planning Board, meeting audio, and other related background materials for that hearing are available on the Records Archive for Planning Board.

The 2025 BVCP major update came into effect on August 19, 2026, after Planning Board recommended approval of the annexation on July 28, 2026. As part of the update, most properties outside of city limits not designated as Open Space are designated as "Rural Lands," which is defined below under **"Existing BVCP Land Use Designation**." The 2025 BVCP states that areas with Rural Lands designations are expected to update to a non-rural land use designation upon annexation. Future annexations will include a land use amendment concurrent with the annexation hearing. However, the subject annexation was brought to Planning Board prior to the BVCP update and must therefore go before Planning Board again for the land use map change prior to second reading at City Council, which is scheduled for November 12, 2026.

Prior documentation refers to a Land Use Designation of Very Low Density Residential (VLR), which is from the 2020 BVCP and no longer applies. The current Land Use Designation of Rural Lands must now be amended to be in compliance with the 2025 BVCP policies and definitions.

Existing BVCP Land Use Designation: As shown in **Figure 3**, the 2025 BVCP land use designation is Rural Lands, which is defined as:

"Rural Lands are the unincorporated areas of the Boulder Valley that are within the county's jurisdiction and include a variety of land uses and county zone districts. Future use of these areas will be guided by county planning processes, the uses permitted by county zoning and policies in the comprehensive plan that intend to preserve the rural character of these areas, except that upon annexation, any annexed areas would be expected to update to a non-rural land use designation and would be subject to city processes, zoning and policies."

The Cherryvale property also contains a BVCP designation of Greenways that applies to the South Boulder Creek that transverses the property, and Greenways is defined as:

"Greenways are areas adjacent to existing waterways, including Boulder Creek and tributary streams, that help manage and mitigate flooding, support multifunctional landscapes and ecosystem services, and protect cultural resources. Greenways may also offer recreation and active transportation amenities. These areas form an interconnected system across public and private lands."

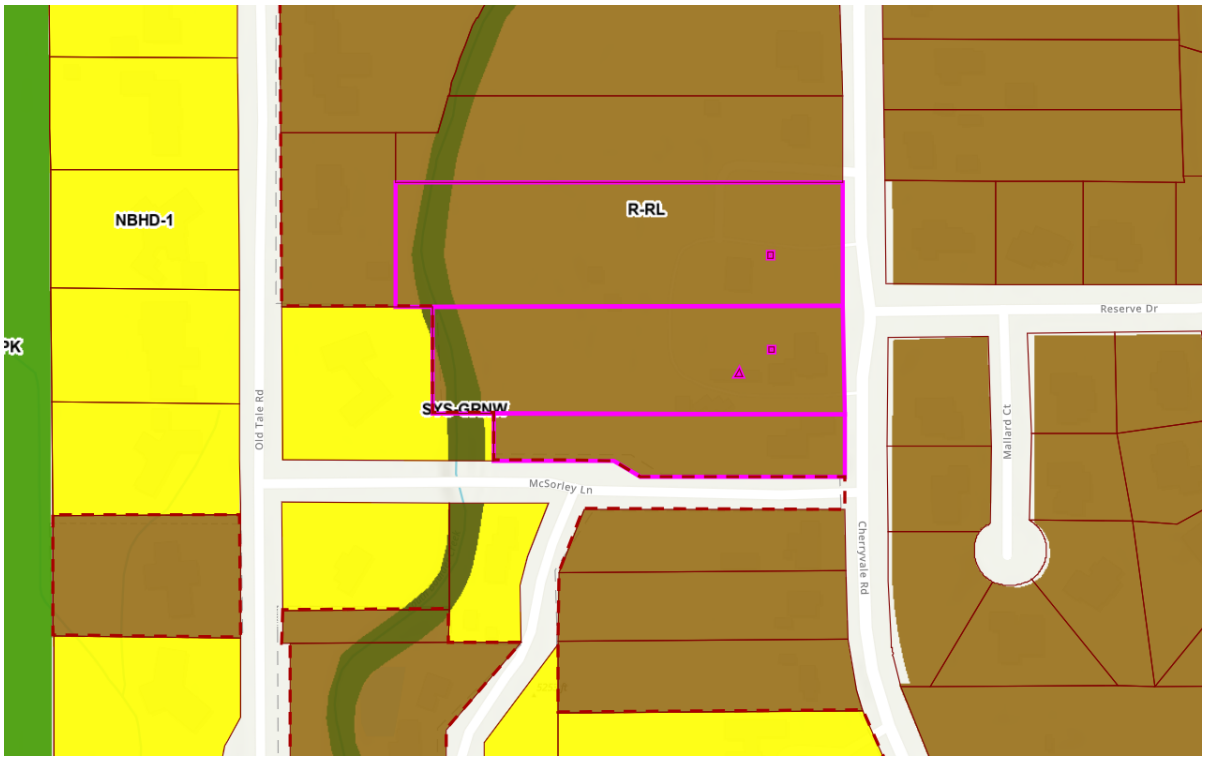


Figure 3. BVCP Land Use Designations (R-RL = Rural Lands, SYS-GRNW = Greenways, NBHD-1 = Neighborhood 1)

PROCESS

With the major update to the BVCP, the land use designation for the 1275 Cherryvale Rd. and 5995 McSorley Ln. properties was changed to Rural Lands, a new designation for lands within the unincorporated area of the Boulder Valley. (Prior to the major update the property was designated as Very Low Density Residential under the 2020 BVCP Land Use Map with a planned density of two dwelling units or less, consistent with the designation of the neighboring properties on all sides.) Staff recommends a land use designation change concurrent with annexation from Rural Lands to Neighborhood 1 consistent with the designation of the neighboring properties to the west.

The change must be found to be consistent with criteria for land use map changes established in the Boulder Valley Comprehensive Development Plan Intergovernmental Agreement (IGA), which is attached to the BVCP as Appendix B. The amendment procedures can be found in Section A.1 of Exhibit B to the IGA. The process to change the land use map designation for this property requires approval by Planning Board and City Council.

PROJECT DESCRIPTION

Land Use Map Amendment: The subject land use map change is related to LUR2025-00049 for the annexation of 1275 Cherryvale Rd. and 5995 McSorley Ln. with an initial zoning of RR-2. The annexation and associated annexation terms were presented to the Board on July 28, 2026. This memorandum is only for the land use map change as a result of the 2025 BVCP Major Update. The staff memorandum to Planning Board, meeting audio, and other related background material related to the on-going annexation are available on the Records Archive for Planning Board.

ANALYSIS OF KEY ISSUES

1. Does the proposed change to the BVCP land use map to Neighborhood 1 meet the applicable criteria?

As noted earlier in this memorandum, with the recently adopted major update to the BVCP, the land use designation for the subject site was changed to Rural Lands, a new designation for lands within the unincorporated area of the Boulder Valley. Upon annexation, properties designated Rural Lands are expected to update to a non-rural land use designation.

A land use designation change to Neighborhood 1 is proposed consistent with the designation of the neighboring properties within city jurisdiction. Refer to **Figure 3** for a map of existing BVCP land use designations.

The proposed Neighborhood 1 designation is described as:

"Neighborhood 1 areas are primarily residential, featuring detached single-unit homes and small-scale, attached unit housing types. Neighborhood 1 also includes opportunities for small-scale businesses and other community uses serving local community members, such as dining, services, schools and places of worship."

Per the BVCP, supporting uses expected in Neighborhood 1 include places of worship.

To be eligible for a Land Use Map change, the city must find that that the proposed change:

✓ a) on balance, is consistent with the policies and overall intent of the comprehensive plan;

The BVCP states that "Rural Lands are the unincorporated areas of the Boulder Valley that are within the county's jurisdiction and include a variety of land uses and county zone districts. Future use of these areas will be guided by county planning processes, the uses permitted by county zoning and policies in the comprehensive plan that intend to preserve the rural character of these areas, except that upon annexation, any annexed areas would be expected to update to a non-rural land use designation and would be subject to city processes, zoning and policies [emphasis added]."

The intent of the comprehensive plan is that properties outside of city jurisdiction will be designated as Rural Lands in the Future Land Use Map. As described above, properties in the process of annexing into city limits must amend the Land Use Map upon annexation. Therefore, the proposed change from Rural Lands to Neighborhood 1 is consistent with the policies and intent of the comprehensive plan, which requires the property change to a non-rural land use designation. The Land Use Map change is a procedural step required for all new annexations currently designated Rural Lands.

Staff finds that the proposed Land Use Map change is, on balance, consistent with the overall intent of the comprehensive plan and with comprehensive plan policies. The proposal is located in Area 2-Urban Edge, where annexation is supported by the plan and where properties designated "Rural Lands" are expected to update to a non-rural land use designation upon annexation.

✓ b) would not have significant cross-jurisdictional impacts that may affect residents, properties or facilities outside the city;

The proposed land use designation change is a procedural step required for annexing properties currently designated Rural Lands. The change will not have significant cross-jurisdictional impacts that would affect residents, properties or facilities outside the city.

✓ c) would not materially affect the land use and growth projections that were the basis of the comprehensive plan;

The proposed land use designation change is a procedural step required for annexing properties currently designated Rural Lands. The proposed land use map change would not materially affect land use and growth projections.

✓ d) does not materially affect the adequacy or availability of urban facilities and services to the immediate area or to the overall service area of the City of Boulder;

The proposed land use designation change is a procedural step required for annexing properties currently designated Rural Lands and does not materially affect adequacy or availability of urban facilities and services.

✓ e) would not materially affect the adopted Capital Improvements Program of the City of Boulder; and

The proposed land use designation change is a procedural step required for annexing properties currently designated Rural Lands and will not materially affect the adopted Capital Improvements Program.

✓ f) would not affect the Area II/Area III boundaries in the comprehensive plan.

The proposed land use designation change is a procedural step required for annexing properties currently designated Rural Lands. The proposal is located in Area 2-Urban Edge, the area where annexation is supported by the plan. The proposal would not alter the Area 2/Area 3 boundaries.

Based on the analysis above, city staff have determined that the BVCP land use map change is appropriate.