



Zone Map Amendment (Rezoning) - Application

PROPERTY OWNER INFORMATION*		PROPERTY OWNER(S) REPRESENTATIVE**	
<input checked="" type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION <input checked="" type="checkbox"/> CHECK IF POINT OF CONTACT FOR FEE PAYMENT***		<input checked="" type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION <input type="checkbox"/> CHECK IF POINT OF CONTACT FOR FEE PAYMENT***	
Property Owner Name	David Schultz	Representative Name	Sarah Senderhauf
Address	1375 Raleigh St	Address	5151 Bannock St, Bldg. H
City, State, Zip	Denver, CO 80204	City, State, Zip	Denver, CO 80216
Telephone	970/231-7438	Telephone	720-883-2717
Email	david@LDConstructiondenver.com	Email	sarah@LDConstructiondenver.com
<p>*All standard zone map amendment applications must be initiated by owners (or authorized representatives) of at least 51% of the total area of the zone lots subject to the rezoning. See page 4.</p>		<p>**Property owner shall provide a written letter authorizing the representative to act on his/her behalf. ***If contact for fee payment is other than above, please provide contact name and contact information on an attachment.</p>	
SUBJECT PROPERTY INFORMATION			
Location (address):	2258 Perry St., Denver, CO 80212		
Assessor's Parcel Numbers:	02311-35-001-000		
Area in Acres or Square Feet:	9,520		
Current Zone District(s):	U-SU-C1		
PROPOSAL			
Proposed Zone District:	U-SU-B1		
PRE-APPLICATION INFORMATION			
In addition to the required pre-application meeting with Planning Services, did you have a concept or a pre-application meeting with Development Services?	<input type="checkbox"/> Yes - State the contact name & meeting date _____ <input checked="" type="checkbox"/> No - Describe why not (in outreach attachment, see bottom of p. 3)		
Did you contact the City Council District Office regarding this application?	<input type="checkbox"/> Yes - if yes, state date and method _____ <input checked="" type="checkbox"/> No - if no, describe why not (in outreach attachment, see bottom of p. 3)		

REZONING REVIEW CRITERIA (ACKNOWLEDGE EACH SECTION)

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

REQUIRED ATTACHMENTS

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

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

ADDITIONAL ATTACHMENTS (IF APPLICABLE)

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

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



REZONING GUIDE

PROPERTY OWNER OR PROPERTY OWNER(S) REPRESENTATIVE CERTIFICATION

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

Property Owner Name(s) (please type or print legibly)	Property Address City, State, Zip Phone Email	Property Owner Interest % of the Area of the Zone Lots to Be Rezoned	Please sign below as an indication of your consent to the above certification statement	Date	Indicate the type of ownership documentation provided: (A) Assessor's record, (B) warranty deed, (C) title policy or commitment, or (D) other as approved	Has the owner authorized a representative in writing? (YES/NO)
EXAMPLE John Alan Smith and Josie Q. Smith	123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov	100%	<i>John Alan Smith</i> <i>Josie Q. Smith</i>	01/12/20	(A)	YES
David B. Schultz and Lindsay Schultz	2258 N. Perry St., Denver, CO 80212	100%	<i>D - B Schultz</i> <i>Lindsay Schultz</i>	5/31/24	(B)	YES
						YES NO
						YES NO
						YES NO

TO: Community Planning & Development – City and County of Denver
DATE: December 21, 2023
RE: Rezoning Application Narrative and Additional Attachments– 2258 N Perry St.
Denver, Colorado

This application is for the rezoning of the real property, located at 2258 N Perry St. in Denver, Colorado (the “Property”). The Applicants submit this application for a zone map amendment to change the Property’s zoning from U-SU-C1 to U-SU-B1 (the “Application”). This memorandum serves as the Applicant’s written narrative to the Application and identifies how the Application satisfies all of the zoning map amendment criteria contained in Sections 12.4.10.7 and 12.4.10.8 of the Denver Zoning Code (the “Code”). This narrative also contains the required and additional attachments pursuant to the City’s standard rezoning form, including the owner authorization, outreach summary, letters of support, and proof of ownership.

Background

The Applicant owns the single-family home located on the Property. The Property is located in the Sloan’s Lake neighborhood at the intersection of N Perry Street and W 23rd Avenue as shown in Figure 1. The Property is bordered by one single-family home to the south and two single-family homes located behind the Property to the east. The Property is currently zoned U-SU-C1, meaning it is located in an Urban Neighborhood Context (U-) and accommodates single-unit (SU-) residential uses. The U-SU-C1 district has a minimum lot size of 5,500 sf and allows detached accessory dwelling units. The Property, at 9,520 sf, is far larger than the minimum lot size in U-SU-C1 and is also far larger than the typical lot size in the surrounding area as shown in Figure 2 below.

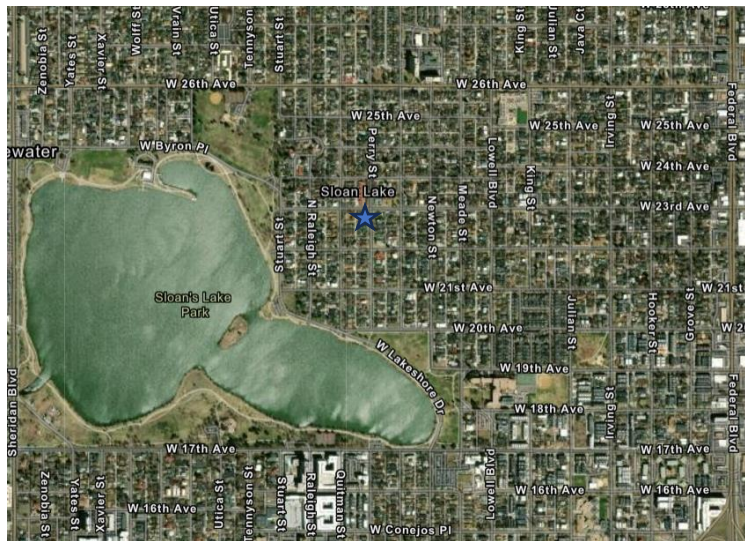


Figure 1: Ariel view of the Property and surrounding area.

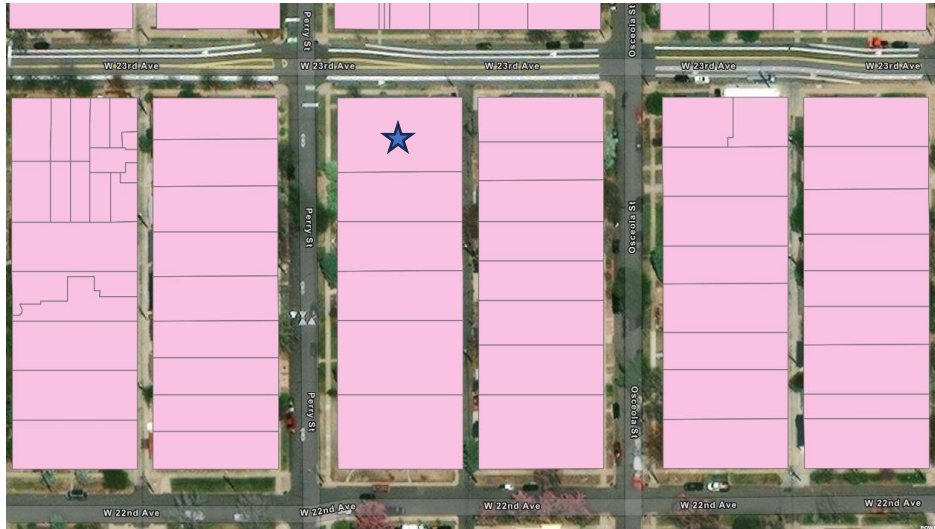


Figure 2: A parcel map of the area surrounding the Property, demonstrating the large size of the lot as compared to surrounding lots.

General Review Criteria – Section 12.4.10.7

The Application meets each of the review criteria required for a zone map amendment: (A) Consistency with Adopted Plans, (B) Uniformity of District Regulations and Restrictions, and (C) Public Health Safety and General Welfare.

A. Consistency with Adopted Plans

The Code requires that all map amendment applications be consistent with the City and County of Denver’s (the “City”) adopted plans.¹ The Denver Comprehensive Plan 2040 (the “Plan”) and Blueprint Denver and the plans applicable to the Property. Furthermore, the zoning map amendment application specifically requests descriptions as to how the proposed map amendment is consistent with the Plan’s equity goals, climate goals and any other applicable goals and strategies. Applicants must also describe how the proposed map amendment is consistent with the neighborhood context, the future place type, the growth strategy, adjacent street types, plan policies and strategies, and equity concepts contained in Blueprint Denver.

Denver Comprehensive Plan 2040

The Plan’s equity goals strive to, “build housing as a continuum to serve residents across a range of income, ages and needs.”² Rezoning the Property from U-SU-C1 to U-SU-B1 will allow the Property to be subdivided into two smaller lots to accommodate two single-family homes, increasing housing stock without sacrificing the single-family building form that is typical in the Sloan’s Lake neighborhood. Increasing housing stock can improve affordability which promotes the accessibility of the Sloan’s Lake neighborhood to people of more income levels (Equity Goal 3) and to people of all ages (Goal 7), such as young homebuyers.

¹ Denver Zoning Code § 12.4.10.7(A).

² Denver Comprehensive Plan 2040, Page 28.

Allowing the Property to be rezoned to U-SU-B1 promotes the Plan goal of maintaining Denver’s strong and authentic neighborhoods. In accordance with Goal 1 of the Strong and Authentic Neighborhoods section, two single-family homes, with the ability to have accessory dwelling units, helps to achieve quality infill development that is consistent with the surrounding neighborhood.³ Furthermore, the Property’s large size and ability to be subdivided to accommodate two homes implements the strategy of promoting infill development where infrastructure and services are already in place, as outlined in the Environmentally Resilient section Goal 8.⁴ The Plan’s Vision Elements for the Urban Neighborhood Context describe a vision for small unit residential uses in 1- and 2-unit residential areas that maintain block patterns and promote less reliance on cars, with a high degree of walkability, bikeability, and good access to transit.⁵ Rezoning will permit the addition of a single-family home in the Sloan’s Lake neighborhood that has walkable access to bus stops and parks, as well as close proximity to protected bike lanes, such as on W 23rd Avenue.

Blueprint Denver

Blueprint Denver’s Future Neighborhood Context Map designates the Property as having an urban future land use. The Urban Neighborhood Context is described as having small multi-unit residential and low-intensity mixed use buildings that are typically embedded in single-unit and two-unit residential areas.⁶ A rezoning to U-SU-B1 that allows a smaller minimum lot size meets the goals of the Urban Neighborhood Context because it maintains the single-unit character of the neighborhood. As such, a smaller minimum lot size allows more homes to be built in the Sloan’s Lake neighborhood, located next to W 23rd Avenue’s protected bike lanes. Building two homes on the Property is compact development located next to one of the City’s multi-modal transportation investments, which is a form of growth that aligns with Blueprint Denver’s Preferred Growth Strategy.⁷ Therefore, rezoning the Property to U-SU-B1 not only meets the urban future land use designation, but aligns with growth strategies set forth in Blueprint Denver.

Blueprint Denver’s Future Places Map identifies the Property as being in a “Residential-low” area which is defined as being predominately single and two-unit uses on smaller lots where private yard space is somewhat limited.⁸ In applying Residential-low guidance to proposed rezonings, it is only appropriate to allow smaller lot sizes than the existing zone district allows if there is an established pattern in the surrounding blocks of smaller lots with similar uses that would be consistent with the zone district request.⁹ As shown below in Figure 3, there is an established pattern on the block and surrounding area of allowing lots between 4,500-5,499 sf. The lots in yellow located behind the Property on Osceola Street are single-family homes located on lots sized 4,500-5,499 sf. That pattern is also present on the southwestern block of Perry Street, where four

³ Denver Comprehensive Plan 2040, Page 35.

⁴ Denver Comprehensive Plan 2040, Page 54.

⁵ Denver Comprehensive Plan 2040, Page 37.

⁶ Blueprint Denver, Page 223.

⁷ Denver Comprehensive Plan, Page 66; Blueprint Denver, 51-52.

⁸ Blueprint Denver, Page 231.

⁹ Blueprint Denver, Page 198.

single-family homes are located on lots sized 4,500-5,499 sf. Therefore, rezoning to Property to allow a smaller minimum lot size and two single-family homes is appropriate because it fits with the established pattern in the surrounding blocks of allowing smaller lots with similar single-family residential uses.

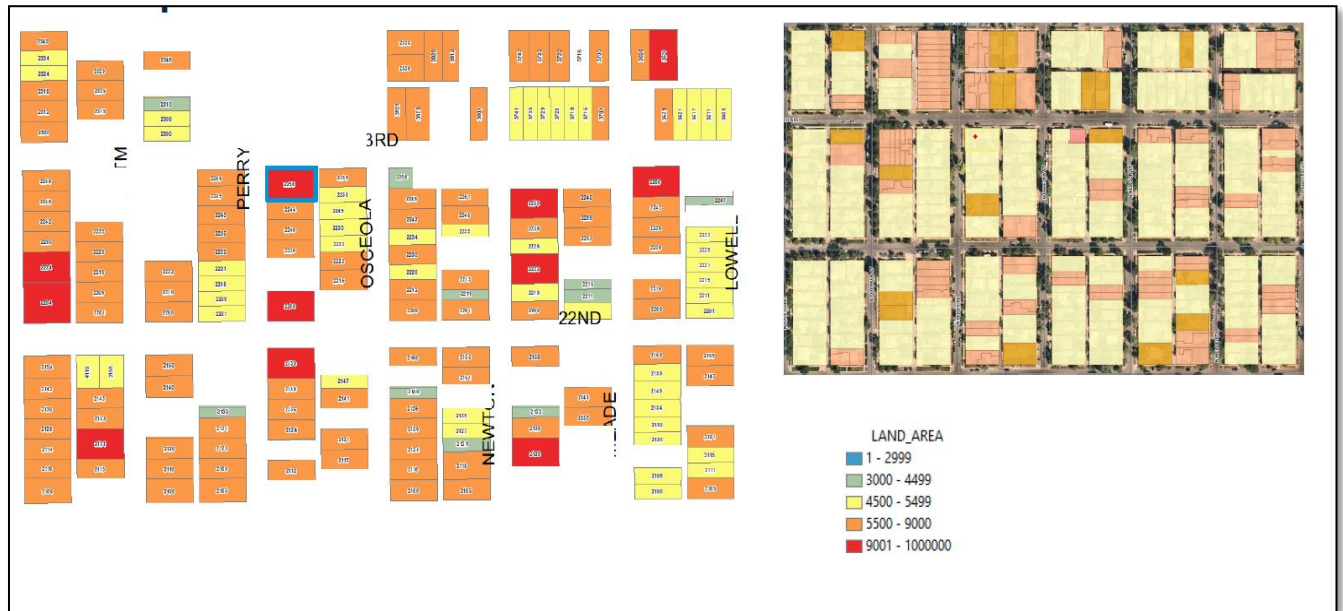


Figure 3: Map(s) showing established pattern of allowing smaller lot sizes.

B. Uniformity of District Regulations and Restrictions

This requirement states that a proposed zoning map amendment must result in regulations and restrictions that are uniform for each kind of building throughout each district having the same classification and bearing the same symbol or designation on the official map, but the regulations in one district may differ from those in other districts.

The Applicant’s proposed zone map amendment to change the Property’s zoning designation from U-SU-C1 to U-SU-B1 satisfies this requirement because the Property meets the regulations and restrictions for the U-SU-B1 district. This change will maintain the urban context and single-family classification of the current district, while allowing a smaller minimum lot size. The Property is 9,520 sf, allowing it to meet the minimum lot size of 4,500 sf.¹⁰

C. Public Health, Safety, and General Welfare

The Code requires that all zone lot amendments further the public health, safety and general welfare of the City.¹¹ The Application furthers the public health, safety and general welfare of the City because the rezoning will implement the goals and objectives of the Denver Comprehensive

¹⁰ Denver Zoning Code § 5.2.2.2(E).

¹¹ Denver Zoning Code § 12.4.7(C).

Plan 2040 and Blueprint Denver 2019 as described above, and will provide an increase in available housing in the midst of a housing shortage in the City, accomplishing the goal of infill development.

General Review Criteria – Section 12.4.10.8

The Code also requires that non-legislative rezonings meet the following additional criteria: (A) Justifying Circumstances; and (B) Consistency with Neighborhood Context Description, Zone District Purpose and Intent Statements.¹²

A. Justifying Circumstances

The identified justifying circumstance for the zoning map amendment is since the date of the approval of the existing zone district, there has been a change to such a degree that the proposed rezoning is in the public interest. Such change may include changed or changing conditions in a particular area, or in the City generally, a City adopted plan, or the City adopted the Denver Zoning Code and the property retained Former Chapter 59 zoning.

The Sloan’s Lake neighborhood is experiencing a change in conditions to allow smaller lot sizes, as shown in Figure 1. Additionally, the recent statewide housing shortage justifies the need for increased housing stock, accessory dwelling units, and infill development, all of which a zoning map amendment to U-SU-B1 can achieve. The zoning of the Property predated the adoption of the current Blueprint Denver and Comprehensive Plan (which were adopted in 2019). Therefore, rezoning the Property will better comply with the infill development goals set forth in both plans.

B. Consistency with Neighborhood Context

The Code requires that all non-legislative map amendments be “consistent with the description of the applicable neighborhood context, and with the stated purpose and intent of the proposed zone district.”¹³ “The Urban Neighborhood Context is primarily characterized by single-unit and two-unit residential uses.”¹⁴ Additionally, the Code states that the general intent of residential districts “is to promote and protect residential neighborhoods within the character of the Urban Neighborhood Context.”¹⁵ The specific intent of the U-SU-B1 district is to be a single-unit district that allows urban houses with a minimum lot size of 4,500 sf, detached accessory dwelling units, patterns of 37.5 ft blocks, and setbacks and lot coverage standards accommodate front and side yards similar to U-SU-B.¹⁶

The Application is consistent with the Urban Neighborhood Context because it proposes a zone district that, like U-SU-C1, permits single-family dwellings and accessory detached dwelling units. The Application is consistent with the general intent of residential districts because a

¹² Denver Zoning Code § 12.4.10.8.

¹³ Denver Zoning Code § 12.4.10.8.B.

¹⁴ Denver Zoning Code § 5.1.1.

¹⁵ Denver Zoning Code § 5.2.2.1.

¹⁶ Denver Zoning Code 5.2.2.2(E).

rezoning maintains the overall image and character of the single-unit residential neighborhood in Sloan's Lake. The Application satisfies the specific intent of the U-SU-B1 district because it can meet the minimum lot size requirements even if subdivided, while maintaining the ability to construct an accessory dwelling unit (as currently permitted by the U-SU-C1 district).

Conclusion

For the foregoing reasons, this Application satisfies all the rezoning criteria. Furthermore, as discussed in greater detail in the "Outreach Documentation" Section attached to this narrative, the Applicants conducted proactive neighborhood outreach and have received four letters of support from some of the neighbors in the most immediate vicinity of the Property, as shown below in Figure 4. The Applicants have communicated with and obtained the approval of their neighbors, ensuring other property owners in the area agree that a rezoning of the Property is compatible and harmonious with the surrounding area. Therefore, because the Application meets all the approval criteria and the Applicants have gained the support of their neighbors, we respectfully request that the City approve this Application.

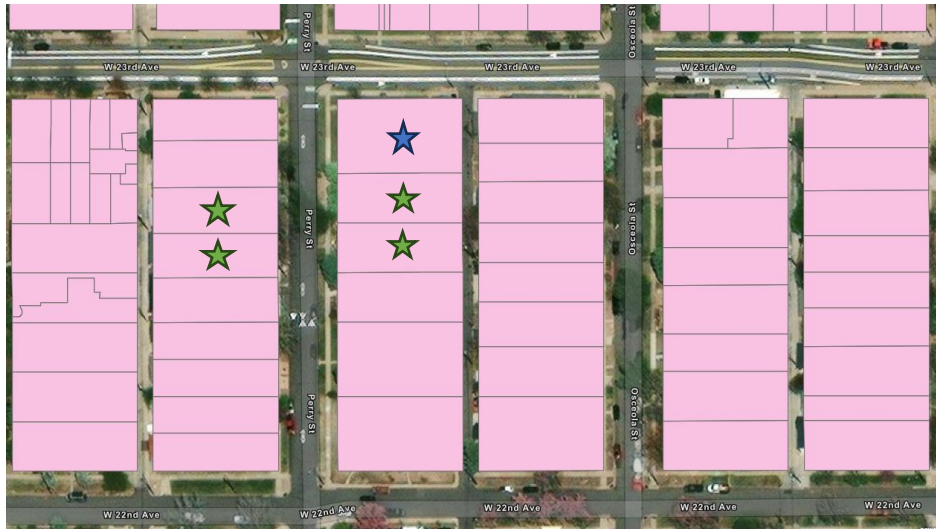


Figure 4: Map with green stars indicating the neighbors who are in support of the Application; the Property is indicated by a blue star.

LETTERS OF SUPPORT

Community Planning and Development
City and County of Denver
201 West Colfax Avenue, #205
Denver, CO 80202

Re: Rezoning Application – 2258 N Perry Street, Denver, Colorado, 80212

To whom it may concern,

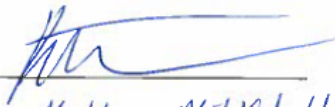
I own property and reside in the Sloan's Lake neighborhood of Denver, Colorado near 2258 N Perry Street (the "Property").

The owners of the Property, Edward Higuera and Ariel Higuera, have discussed with me their proposal to rezone the Property from its current U-SU-C1 Zone District to the U-SU-B1 Zone District (the "Proposed Rezoning"). Please accept this letter as a formal expression of my support of the Proposed Rezoning.

The Sloan's Lake neighborhood has changed significantly over the past several years and, as a nearby property owner, I believe that the Proposed Rezoning would positively contribute to this part of Denver.

Thank you for considering my support for the Higuera's proposed rezoning application of 2258 N Perry Street.

Sincerely,

Signature: 
Printed Name: Kathryn Middleton-Hause
Address: 2235 Perry St., Denver CO 80212
Date: 12/11/2023

Community Planning and Development
City and County of Denver
201 West Colfax Avenue, #205
Denver, CO 80202

Re: *Rezoning Application – 2258 N Perry Street, Denver, Colorado, 80212*

To whom it may concern,

I own property and reside in the Sloan's Lake neighborhood of Denver, Colorado near 2258 N Perry Street (the "Property").

The owners of the Property, Edward Higuera and Ariel Higuera, have discussed with me their proposal to rezone the Property from its current U-SU-C1 Zone District to the U-SU-B1 Zone District (the "Proposed Rezoning"). Please accept this letter as a formal expression of my support of the Proposed Rezoning.

The Sloan's Lake neighborhood has changed significantly over the past several years and, as a nearby property owner, I believe that the Proposed Rezoning would positively contribute to this part of Denver.

Thank you for considering my support for the Higuera's proposed rezoning application of 2258 N Perry Street.

Sincerely,

Signature:

Michael D Martin

Printed Name:

Michael D Martin

Address:

2244 Perry St

Date:

12/9/23

Community Planning and Development
City and County of Denver
201 West Colfax Avenue, #205
Denver, CO 80202

Re: Rezoning Application – 2258 N Perry Street, Denver, Colorado, 80212

To whom it may concern,

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The Sloan's Lake neighborhood has changed significantly over the past several years and, as a nearby property owner, I believe that the Proposed Rezoning would positively contribute to this part of Denver.

Thank you for considering my support for the Higuera's proposed rezoning application of 2258 N Perry Street.

Sincerely,



Signature:

Printed Name: Nancy Reindl

Address: 2240 Perry St

Date: 12/8/2023

Community Planning and Development
City and County of Denver
201 West Colfax Avenue, #205
Denver, CO 80202

Re: Rezoning Application – 2258 N Perry Street, Denver, Colorado, 80212

To whom it may concern,

I own property and reside in the Sloan's Lake neighborhood of Denver, Colorado near 2258 N Perry Street (the "Property").

The owners of the Property, Edward Higuera and Ariel Higuera, have discussed with me their proposal to rezone the Property from its current U-SU-C1 Zone District to the U-SU-B1 Zone District (the "Proposed Rezoning"). Please accept this letter as a formal expression of my support of the Proposed Rezoning.

The Sloan's Lake neighborhood has changed significantly over the past several years and, as a nearby property owner, I believe that the Proposed Rezoning would positively contribute to this part of Denver.

Thank you for considering my support for the Higuera's proposed rezoning application of 2258 N Perry Street.

Sincerely,

Signature: Brittany Borer

Printed Name: Brittany Borer

Address: 2243 Perry Street, Denver, CO 80212

Date: 2023-12-14

AUTHORIZATION BY OWNER

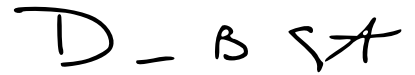
David & Lindsay Schultz
1375 Raleigh St
Denver, CO 80204

May 1st, 2024

Community Planning & Development
City and County of Denver
201 W Colfax Ave
Denver, CO 80202

Re: Written authorization to represent the owners of real property located at 2258 N Perry Street ("Property) located in the City and County of Denver regarding a rezoning application for the Property.

David Schultz and Lindsay Schultz ("Owners"), as the Owners of the Property, authorize Sarah Senderhauf ("Representative") as their representative for the purpose of submitting all applications and application materials required for a rezoning application for the Property. All communications regarding this rezoning application and any associated development approvals should be directed to both the Owners and the Representative.



David Schultz



Lindsay Schultz

OUTREACH DOCUMENTATION

The original Applicants, before submittal of this Application, conducted outreach through several different means with their neighbors. The Applicants sent mailings to every property owner within 200' of the Property, knocked on doors for discussion, and emailed neighbors to communicate their intent for the rezoning and to hear neighbor opinion. Attached below is an example of a letter that was sent to thirty-six (36) property owners within 200' the Property. As shown above, neighbors provided letters of support for the rezoning.

The original Applicant's representative also met with Councilwoman Sandoval two times prior to the application submittal. The first meeting was on August 17, 2023, and the second meeting was on December 20, 2023. At both meetings, Councilwoman Sandoval discussed neighborhood context, provided helpful neighborhood history, and discussed appropriate zone districts for a map amendment. Councilwoman Sandoval also encouraged proactive neighborhood outreach, which the Applicants conducted.

November 8, 2023

[REDACTED]
[REDACTED] PERRY ST
DENVER, CO 80212-1162

Re: Potential Rezoning Near Your Sloan's Lake Property

Dear Juanita Chacon,

I hope this letter finds you well. My wife and I recently purchased 2258 Perry Street, Denver, CO 80212, which happens to be near your property.

We are writing to inform you that we are considering applying to rezone 2258 from its current zone district of U-SU-C1 to U-SU-B1.

We are considering this option because of how large the lot is—it's 9,520 square feet (about 1.5 times the size of an average lot in the area)!

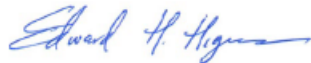
We think two smaller lots, which would allow for two single family homes, is a better use of this property than its current use, and certainly a better use than building one very large home under the current zoning. Just to be clear, we are not considering building a duplex.

Before we formally apply for a rezone, we want to be good neighbors and connect with the people who live and own property around 2258. We are no strangers to the Sloan's Lake area, as we used to reside at 2249 Perry Street before moving to the Berkeley neighborhood.

We kindly request your input and involvement in this process. We would be grateful if you could reach out to us with any questions, concerns, or thoughts you may have. You can contact me directly at 619-581-7261 or via email at e.h.higuera@gmail.com.

Thank you for taking the time to read this letter, and we look forward to hearing from you soon.

Warm regards,



Edward Higuera

C: 619-581-7261
E: e.h.higuera@gmail.com
3160 W. 41st Avenue
Denver, CO 80212



Return To: FirstBank - Loan
Operations
P.O. Box 151515
Lakewood, CO 80215

Prepared By: FirstBank - Loan
Operations
P.O. Box 151515
Lakewood, CO 80215

Deed of Trust

The date of this Deed of Trust ("*Security Instrument*") is February 23, 2024.

Grantor

David B. Schultz
Lindsay Schultz
1375 Raleigh Street
Denver, CO 80204

Trustee

Public Trustee of Denver County, Colorado

Lender

FirstBank
Organized and existing under the laws of Colorado
12345 West Colfax Avenue
Lakewood, CO 80215

1. Conveyance. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

LOTS 1, 2 AND 3, BLOCK 1, HIGHLAND VIEW SUBDIVISION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

The property is located in Denver County at 2258 Perry Street, Denver, Colorado 80212.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "*Property*").

2. Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time shall not exceed \$740,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

3. Secured Debt. The term "*Secured Debt*" is defined as follows:

- (A) Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, refinancings, modifications or substitutions.

The promissory note signed by David B. Schultz (the "*Borrower*") and dated the same date as this Security Instrument (the "*Note*"). The Note states that Borrower owes Lender Seven hundred forty thousand and 00/100 Dollars (U.S. \$740,000.00) plus interest. Borrower has promised to pay this debt in regular periodic payments and to pay the debt in full not later than March 1, 2025.

Loan Number: 9921472

- (B) All present and future debts from Grantor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing.
- (C) All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

4. Limitations on Cross-Collateralization. The Security Instrument is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Security Instrument is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act (*Regulation X*) that are required for loans secured by the Property or if, as a result, the other debt would become subject to 10 U.S.C. 987 (the "*Military Lending Act*").

The Security Instrument is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (*Regulation Z*) that are required for loans secured by the Property.

5. Payments. Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

6. Warranty of Title. Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

7. Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:

- (A) To make all payments when due and to perform or comply with all covenants.
- (B) To promptly deliver to Lender any notices that Grantor receives from the holder.
- (C) Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

8. Claims Against Title. Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

9. Due on Sale or Encumbrance. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

10. Warranties and Representations. Grantor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Grantor or to which Grantor is a party.

11. Property Condition, Alterations and Inspection. Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

12. Authority to Perform. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument to the extent permitted by law. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

13. Leaseholds; Condominiums; Planned Unit Developments. Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes

a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

14. Default. Grantor will be in default if any party obligated on the Secured Debt fails to make payment when due. Grantor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

15. Remedies on Default. In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property or foreclose on installments without acceleration.

If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

16. Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs. Except when prohibited by law, Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Security Instrument. Grantor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, reasonable attorneys' fees not exceeding 15% of the unpaid balance if referred to an attorney not a salaried employee of Lender's

or such additional fee as may be directed by the court. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

17. Environmental Laws and Hazardous Substances. As used in this section, (1) "*Environmental Law*" means, without limitation, the *Comprehensive Environmental Response, Compensation and Liability Act* (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "*Hazardous Substance*" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

- (A) Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- (B) Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- (C) Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.
- (D) Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

18. Condemnation. Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

19. Insurance. Grantor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument. Grantor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on purchase of this insurance.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

20. Escrow for Taxes and Insurance. Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

21. Financial Reports and Additional Documents. Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.

22. Joint and Individual Liability; Co-Signers; Successors and Assigns Bound. All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.

23. Applicable Law; Severability; Interpretation. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

24. Notice. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address in this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.

25. Waivers. Except to the extent prohibited by law, Grantor waives all rights of appraisal, homestead exemption and marshalling of liens and assets in the Property.

26. Other Terms. If checked, the following are applicable to this Security Instrument:

- Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- Fixture Filing.** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the *Uniform Commercial Code*.
- Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
 - Condominium Rider Planned Unit Development Rider Other:
 - _____
- Additional Terms.** _____

Signatures

By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated in this Security Instrument.

Grantor

David B. Schultz 2-21-24
Date

Lindsay Schultz 2/21/24
Date

Lender

FirstBank

a/an Colorado Corporation


Megan M. MacHatton 2/21/24
Date
Senior Vice President

Acknowledgment

State of Colorado

County of Denver

This record was acknowledged before me on 2/21/24 by David B. Schultz



Notary Public

Timothy Ambrose

Notary Public Name

My Commission Expires:
2/19/25

TIMOTHY AMBROSE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214006883
MY COMMISSION EXPIRES 02/19/2025

This notarial act was completed:

- In Person
- In Person Electronic
- Remote Using Audio-Video Technology

Acknowledgment

State of Colorado

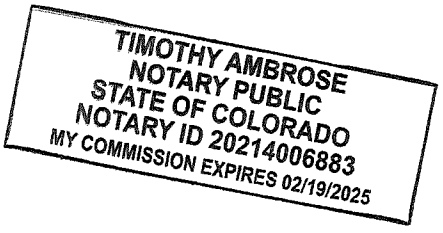
County of 1st Denver

This record was acknowledged before me on 2/21/24 by Lindsay Schultz

[Signature]
Notary Public

Timothy Ambrose
Notary Public Name

My Commission Expires:
2/19/25



This notarial act was completed:

- In Person
- In Person Electronic
- Remote Using Audio-Video Technology

Acknowledgment

State of Colorado

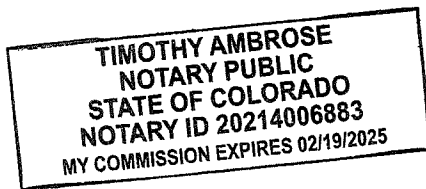
County of Denver

This record was acknowledged before me on 2/19 2/21/24 by Megan M. MacHatton as Senior Vice President of FirstBank

[Signature]
Notary Public

Timothy Ambrose
Notary Public Name

My Commission Expires:
2/19/25



This notarial act was completed:

- In Person
- In Person Electronic
- Remote Using Audio-Video Technology

Loan Origination Organization: FirstBank
NMLS ID: 458768

Loan Originator: Megan Machatton
NMLS ID: 806271