



TO: Denver City Council
FROM: Francisca Peñafiel, Senior City Planner
DATE: August 10, 2023
RE: Official Zoning Map Amendment Application #2023I-00004

Staff Report and Recommendation

Based on the criteria for review in the Denver Zoning Code, Staff recommends **approval** for Application #2023I-00004.

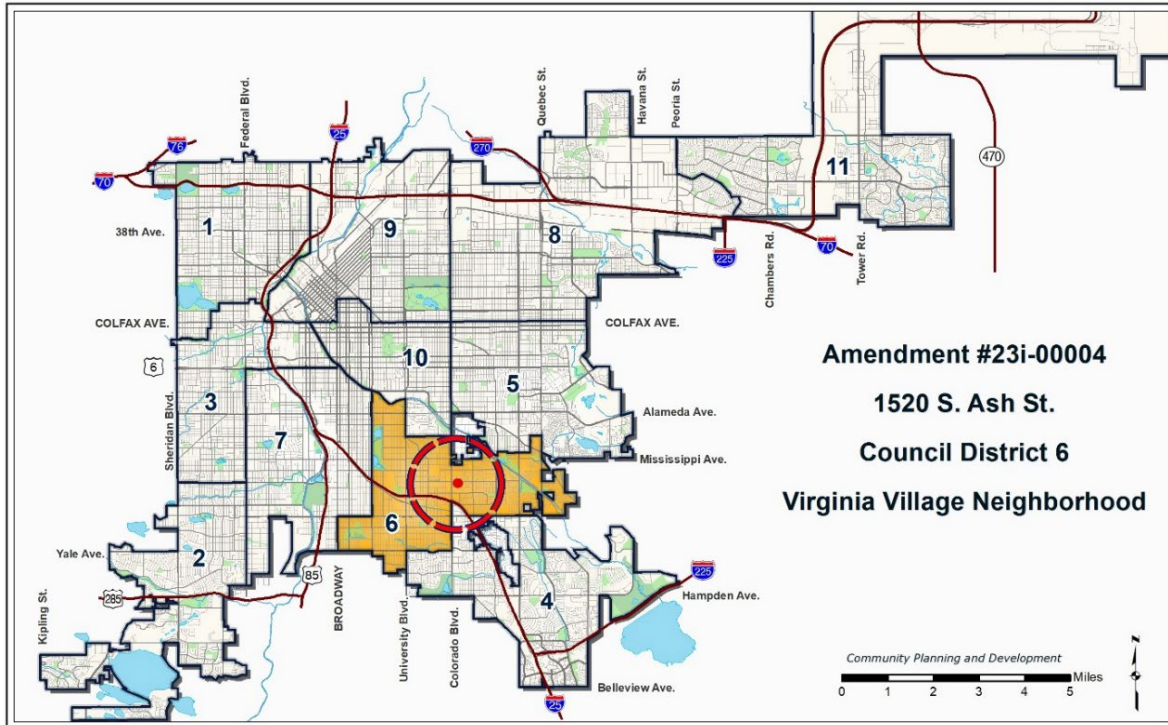
Request for Rezoning

Address:	1520 South Ash Street
Neighborhood/Council District:	Virginia Village / Council District 6 – Paul Kashmann
RNOs:	Inter-Neighborhood Cooperation (INC), Strong Denver, East Evans Business Association, Virginia Village Ellis Community Association
Area of Property:	6,250 square feet or 0.14 acres
Current Zoning:	S-SU-D
Proposed Zoning:	E-SU-D1
Property Owner(s):	Katie Slotter

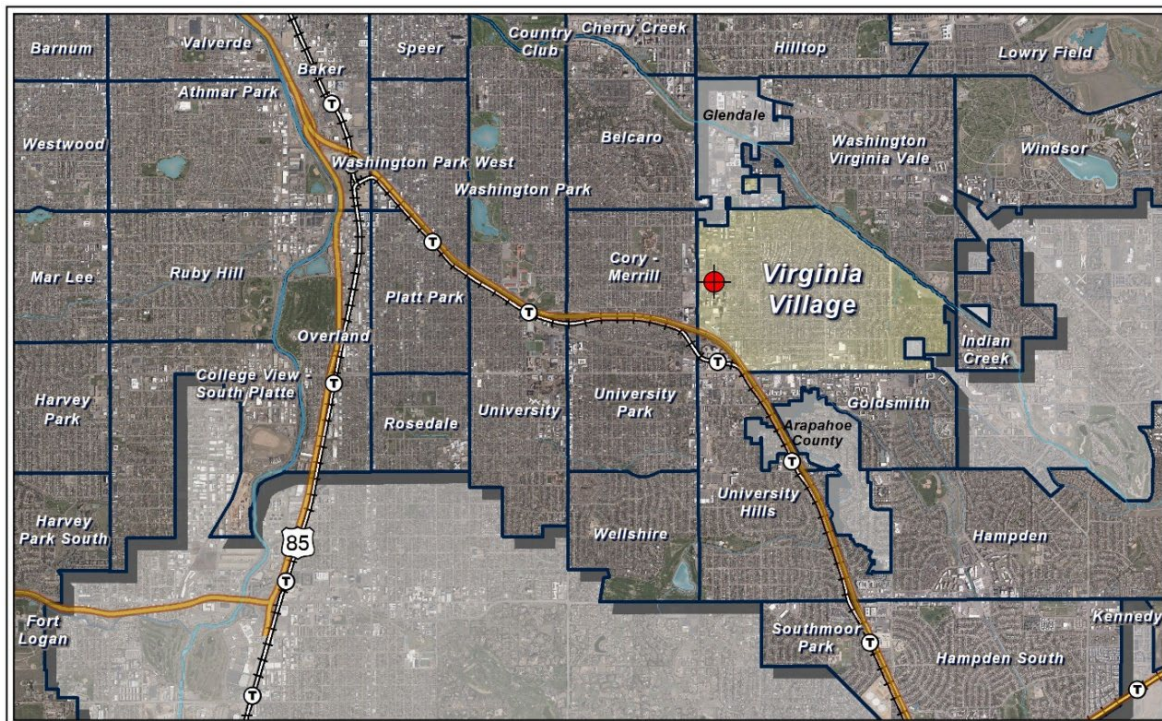
Summary of Rezoning Request

- The subject property contains a single-unit home built in 1952 located between East Florida Avenue and East Iowa Avenue, along South Ash Street.
- The property owner is proposing to rezone the property to allow an accessory dwelling unit (ADU). The rezoning would change the neighborhood context from Suburban to Urban Edge, which is recommended by the Near Southeast Neighborhood Plan and Blueprint Denver.
- The proposed E-SU-D1, Urban Edge, Single-Unit, D1 (6,000 square feet minimum zone lot size allowing an ADU) zone district is intended for use in the Urban Edge Neighborhood Context which is characterized by elements from the Urban and Suburban neighborhood contexts. It consists of primarily single-unit and two-unit uses. Single-unit residential uses are typically located along local and arterial streets and it allows for the Urban House building form. The maximum height of the Urban House building form is 30 to 35 feet for the front 65% of the zone lot, and 17 to 19 feet in the rear 35% of the zone lot. The Detached Accessory Dwelling Unit form can be a maximum height of 24 feet. Further details of the requested zone district can be found in the proposed zone district section of the staff report (below) and in Article 4 of the Denver Zoning Code (DZC).

City Location



Neighborhood Location – Virginia Village



1. Existing Context



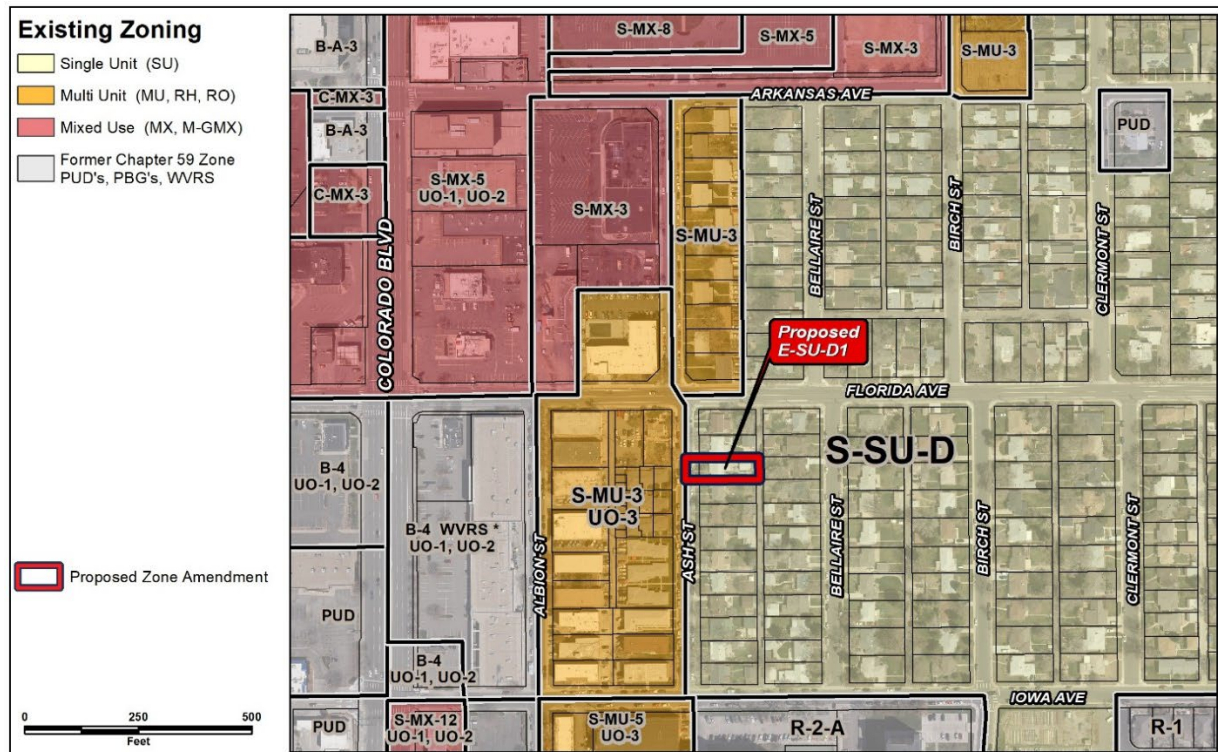
The subject property is located in the Virginia Village statistical neighborhood. This neighborhood is predominantly characterized by single-unit residential, with limited pockets of public/quasi-public, multi-unit residential, and retail uses interspersed throughout. Auto-oriented retail, big box stores, office buildings, and multi-unit residential are located along East Evans Avenue to the south and South Colorado Boulevard to the west. Cherry Creek Trail borders the neighborhood to the northeast. The property is located between East Florida Avenue and East Iowa Avenue, along South Ash Street.

North-south RTD bus routes include Route 40 along Colorado Boulevard, Route 46 along Birch Street, and Route 65 along Monaco Boulevard. Route 21 along Evans Avenue and Route 11 along Mississippi Avenue run east-west, while the southeast corridor light rail line runs along the southwest corner of Virginia Village. The property is approximately 1 mile away from the Colorado Light Rail Station and 800 ft away from bus stops on South Birch Street and South Colorado Boulevard.

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

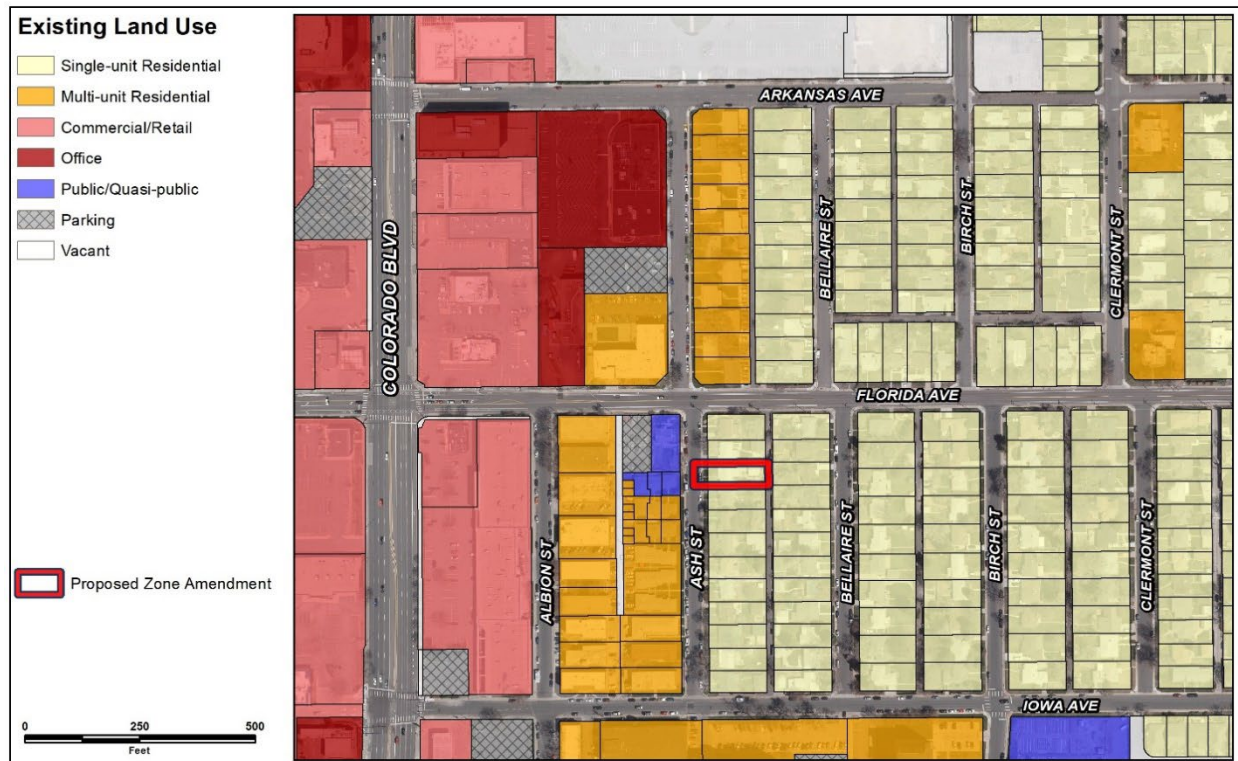
	Existing Zoning	Existing Land Use	Existing Building Form/Scale	Existing Block, Lot, Street Pattern
Site	S-SU-D	Single-unit Residential	1 story house with driveway on S. Ash St and attached garage with alley access.	There is a regular grid of streets with consistent and rectangular block sizes that vary in size depending on the use. Single-unit zone lots in the area are generally east-west oriented with the shorter sides of the parcel parallel to the street and alley. The area contains alleys, detached garages, 3-ft sidewalks with rollover curbs, and on-street vehicle parking.
North	S-SU-D	Single-unit Residential	1 story house with driveway on S. Ash St and detached garage with alley access.	
South	S-SU-D	Single-unit Residential	1 story house with driveway on S. Ash St and alley access behind.	
East	S-SU-D	Single-unit Residential	1 story house with driveway and attached garage on S. Bellaire St and alley access behind.	
West	S-SU-D	Public/Quasi-public	Montessori School operating in a 1.5 story house structure with surface parking along the alley behind.	

2. Existing Zoning



The S-SU-D zone district is a single-unit district in the Suburban Neighborhood Context. It allows only the Suburban House primary building form on a minimum zone lot of 6,000 square feet. The maximum allowed height is 2.5 stories or 30 to 35 feet depending on lot width. S-SU-D allows two accessory structure forms: Detached Garage and Other Detached Accessory Structure with a maximum height of 15 to 17 feet. The intent of the Residential districts is to promote and protect residential neighborhoods within the character of the Suburban Neighborhood Context. For additional details of the zone district, see DZC Article 3.

3. Existing Land Use Map



4. Existing Building Form and Scale (all images from Google Maps)



Subject Site - View of the subject property, looking east.



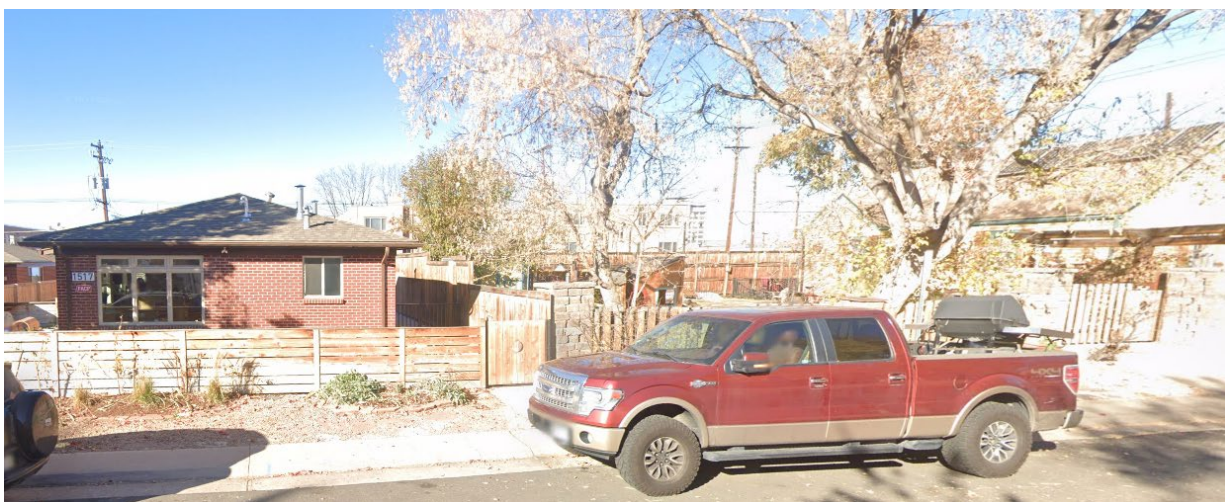
North - View of the property to the north of the subject site, looking southeast.



South - View of properties to the south of the subject site, looking east.



East - View of properties to the east of the subject site, looking west (On South Bellaire Street).



West - View of to the west of the subject site (directly across South Ash Street), looking west.

Proposed Zoning

E-SU-D1 is a single-unit zone district with a minimum zone lot size of 6,000 square feet allowing the Urban House primary building form. A variety of residential and civic uses are permitted as primary uses in the E-SU-D1 district. The district allows the Detached Accessory Dwelling Unit, Detached Garage, and Other Detached Accessory Structures as detached accessory building forms.

The Detached Accessory Dwelling Unit (DADU) building form has a maximum height of 1.5 stories or 24 feet. The DADU requires a bulk plane that rises 10 feet vertically from the side interior or side street zone lot line and then slopes 45 degrees. The form allows an exemption from the 37.5% building coverage standard, allowing 50% of the building footprint, or a maximum of 500 square feet, of the DADU to be excluded. The subject site has a lot size of 6,250 square feet, allowing a maximum gross floor area of 864 square feet for the ADU. However, accessory dwelling unit standards are proposed to be updated through the ADUs in Denver project that is anticipated to be considered for adoption by City Council in June 2023.

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

Design Standards	S-SU-D (Existing)	E-SU-D1 (Proposed)
Primary Building Forms Allowed	Suburban House	Urban House
Maximum Height in Stories/Feet, Front 65% of Zone Lot*	2.5 stories/30 feet	2.5 stories/30 feet
Maximum Height in Stories/Feet, Rear 35% of Zone Lot*	2.5 stories/30 feet Suburban House	1 story/17 feet Urban House
Bulk Plane Vertical Height at Side Interior and Side Street Zone Lot Line in front 65% / rear 35% of zone lot depth	10 feet / 10 feet Suburban House	17 feet / 10 feet Urban House
DADU Maximum Heights in Stories / Feet	DADUs not permitted	1.5 stories / 24 feet
Zone Lot Size (Min.)	6,000 square feet	6,000 square feet
Zone Lot Width (Min.)	50 feet	50 feet
Primary Street Block Sensitive Setback Required / If not (Min.)	Yes / 20 feet	Yes / 20 feet
Side Interior Setback (Min.)*	5 feet Suburban House	5 feet Urban House
Rear Alley / No Alley (Min.)	12 feet / 20 feet	12 feet / 20 feet
Building Coverage per Zone Lot including all accessory structures (Max.), not including exceptions	50%	37.5%
Detached Accessory Building Forms Allowed	Detached Garage, Other Detached Accessory Structures	Detached Accessory Dwelling Unit, Detached Garage, Other Detached Accessory Structures

*Based on subject property width of 50 feet

Summary of City Agency Referral Comments

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

Assessor: Approved – No Response.

Asset Management: Approved – No Comments.

Denver Public Schools: Approved – No Response.

Development Services - Fire: Approved – No Comments.

Development Services – Project Coordination: Approved – Will require additional information at Site Plan Review

1) The location is in a single unit residential zone. Any new/modified development on the site will need to obtain zoning and building permits through the Residential Review team.

2) The S-SU-Dx (current) and E-SU-D1 (proposed) zone districts both only permit the Primary structure as either a Suburban House, Urban House, or possibly the Tandem House form if conditions in DZC Section 1.2.3.5.B. are met.

3) All three building forms have a limitation of 37.5% building coverage on the zone lot, including Accessory Structures.

4) The Suburban House and Urban House building forms have a limitation of 33% parking and drive lot coverage in the Primary Street setback. The Tandem House form allows up to 50% coverage.

5) Vehicle access is required from the alley when an alley is present.

6) New construction will need to conform to current Denver Zoning Code and building form requirements. Existing construction may be able to remain as is if deemed to be Compliant or Non-conforming. Compliant Structures are subject to limitations in DZC Section 12.6. Non-conforming Structures are subject to limitations in DZC 12.8. Both limitations may impact how any potential new development is developed on site.

Development Services - Transportation: Approved – No Response.

Development Services – Wastewater: Approved – See Comments Below.

There is no objection to the rezone. Upon rezoning applicant will need to obtain a building permit. Independent sanitary service lines may be required, historical drainage paths must be maintained. Approval of this rezone on behalf of Wastewater does not state, or imply, public storm/sanitary infrastructure can, or cannot, support the proposed zoning. Commitment to serve proposed structure will be based on permit issuance.

Parks and Recreation: Approved – No Comments.

Department of Transportation & Infrastructure – City Surveyor: Approved – No Comments.

Public Health and Environment: Approve Rezoning Only - Will require additional information at Site Plan Review.

Denver Department of Public Health & Environment - Division of Environmental Quality (EQ) does not guarantee approval of any proposed development project at this site by providing a response to this Official Map Amendment Referral Agency Review Request. Future development is subject to existing land use controls and other environmental requirements in accordance with applicable local, state, and federal environmental regulations and statutes. EQ recommends the Property Owner conduct an environmental site assessment to determine the potential presence, nature, and extent of possible contamination on the site and to identify specific cleanup needs associated with future development. EQ may have additional information about localized potential environmental concerns at the site. However, providing such information about a specific site is beyond the scope of these zoning application comments.

Public Review Process

	Date
CPD informational notice of receipt of the rezoning application to all affected members of City Council, registered neighborhood organizations, and property owners:	3/22/2023
Property legally posted for a period of 15 days and CPD written notice of the Planning Board public hearing sent to all affected members of City Council, registered neighborhood organizations, and property owners:	5/22/2023
Planning Board Public Hearing: (Recommended for approval unanimously on consent agenda)	6/7/2023
CPD written notice of the Land Use, Transportation and Infrastructure Committee meeting sent to all affected members of City Council and registered neighborhood organizations, at least ten working days before the meeting:	6/12/2023
Land Use, Transportation and Infrastructure Committee of the City Council:	6/27/2023
Property legally posted for a period of 21 days and CPD notice of the City Council public hearing sent to all affected members of City Council and registered neighborhood organizations:	7/17/2023
City Council Public Hearing:	8/14/2023

Public Outreach and Input

- **Registered Neighborhood Organizations (RNOs)**
 As of the date of this report, staff has not received any written comment from an RNO pertaining to this application.

- **Other Public Comment**
 To date, staff has received one letter of support from the owners of a neighboring property.

Criteria for Review / Staff Evaluation

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

DZC Section 12.4.10.7

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

DZC Section 12.4.10.8

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

1. Consistency with Adopted Plans

The following adopted plans apply to this application:

- Denver Comprehensive Plan 2040 (2019)
- Blueprint Denver (2019)
- Near Southeast Neighborhood Plan

Denver Comprehensive Plan 2040

The proposed rezoning is consistent with many of the adopted *Denver Comprehensive Plan 2040* strategies, including:

- Equitable, Affordable and Inclusive Goal 2, Strategy A – “Create a greater mix of housing options in every neighborhood for all individuals and families” (p. 28).

E-SU-D1 allows for an additional accessory residential unit on the same lot as the primary single-unit dwelling. This would introduce a new type of housing to a largely single-unit neighborhood, which could provide housing to a variety of residents of different incomes, ages, and needs. Accessory dwelling units are compatible with the single-unit homes that characterize much of the Virginia Village neighborhood.

- Strong and Authentic Neighborhoods Goal 1, Strategy B – “Ensure neighborhoods offer a mix of housing types and services for a diverse population” (p. 34).

The proposed rezoning would allow infill development that is appropriate for the surrounding neighborhood and broaden the range of housing types available.

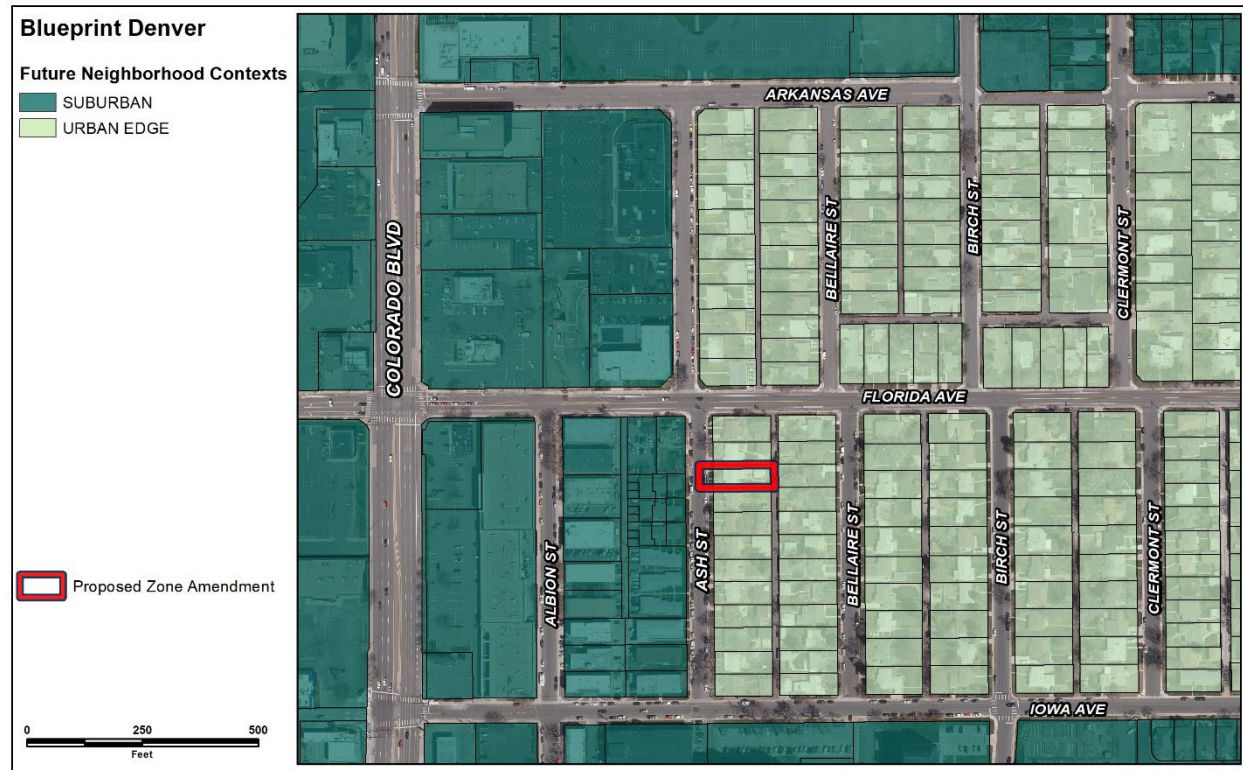
- Environmentally Resilient Goal 8, Strategy A – “Promote infill development where infrastructure and services are already in place” (p. 54).

The proposed map amendment will allow an additional housing unit on the site of an existing single-unit home where infrastructure and services such as water, stormwater, and streets already exist. This allows Denver to grow responsibly and promotes land conservation.

Blueprint Denver

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

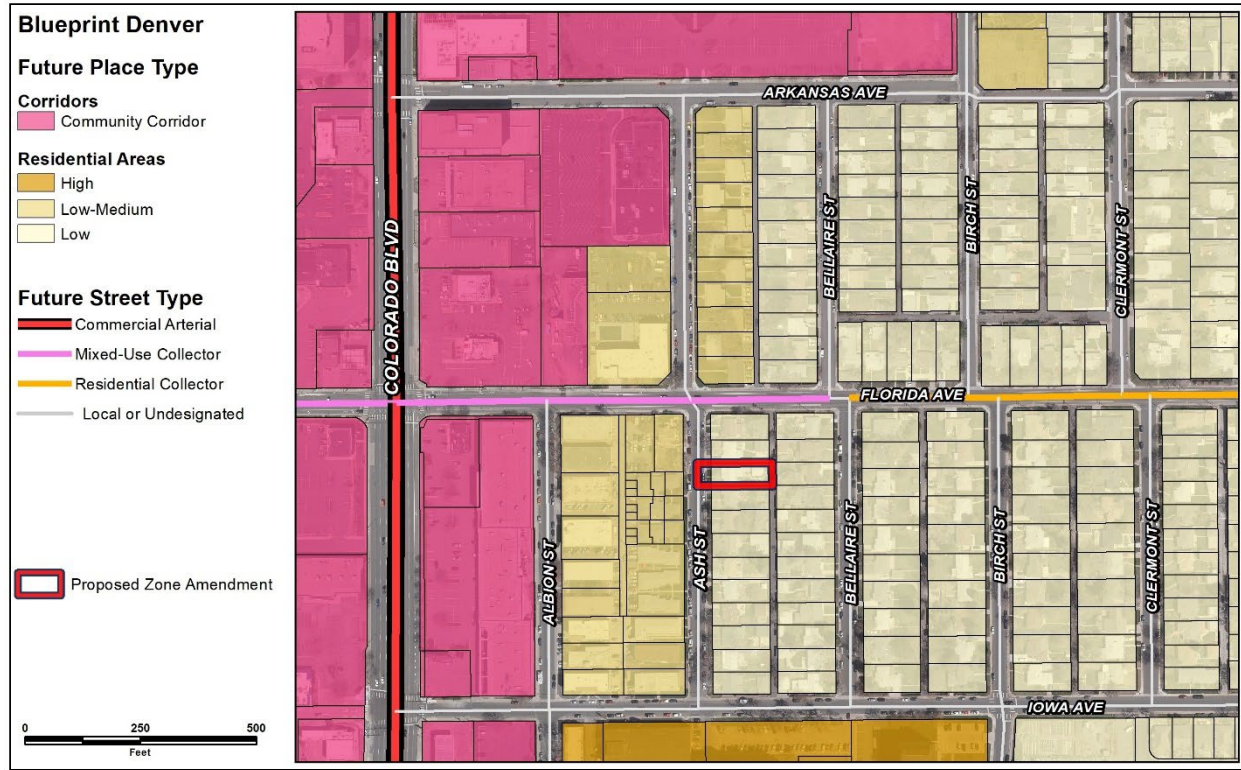
Blueprint Denver Future Neighborhood Context



The subject property is shown on the context map as an Urban Edge Neighborhood Context, the description of which is used to guide appropriate zone districts. “Residential areas generally are single-unit, and two unit uses, with some low-scale multi-unit embedded throughout. Commercial nodes are generally found along key corridors or at intersections. Block patterns are generally a mix of suburban and urban elements—streets may be rectangular or curved and alleys are sometimes present. Multi-unit buildings and commercial nodes are generally low-scale” (p. 222).

E-SU-D1 is a zone district within the Urban Edge neighborhood context and is “intended to promote and protect residential neighborhoods within the character of the Urban Edge Neighborhood Context” and “the building form standards, design standards and uses work together to promote desirable residential areas” (DZC Section 4.2.2.1). E-SU-D1 is consistent with the *Blueprint Denver* future neighborhood context of Urban Edge because it will promote the residential character by allowing single-unit residential uses with a low-scale accessory dwelling unit that are compatible with the existing residential area.

Blueprint Denver Future Place

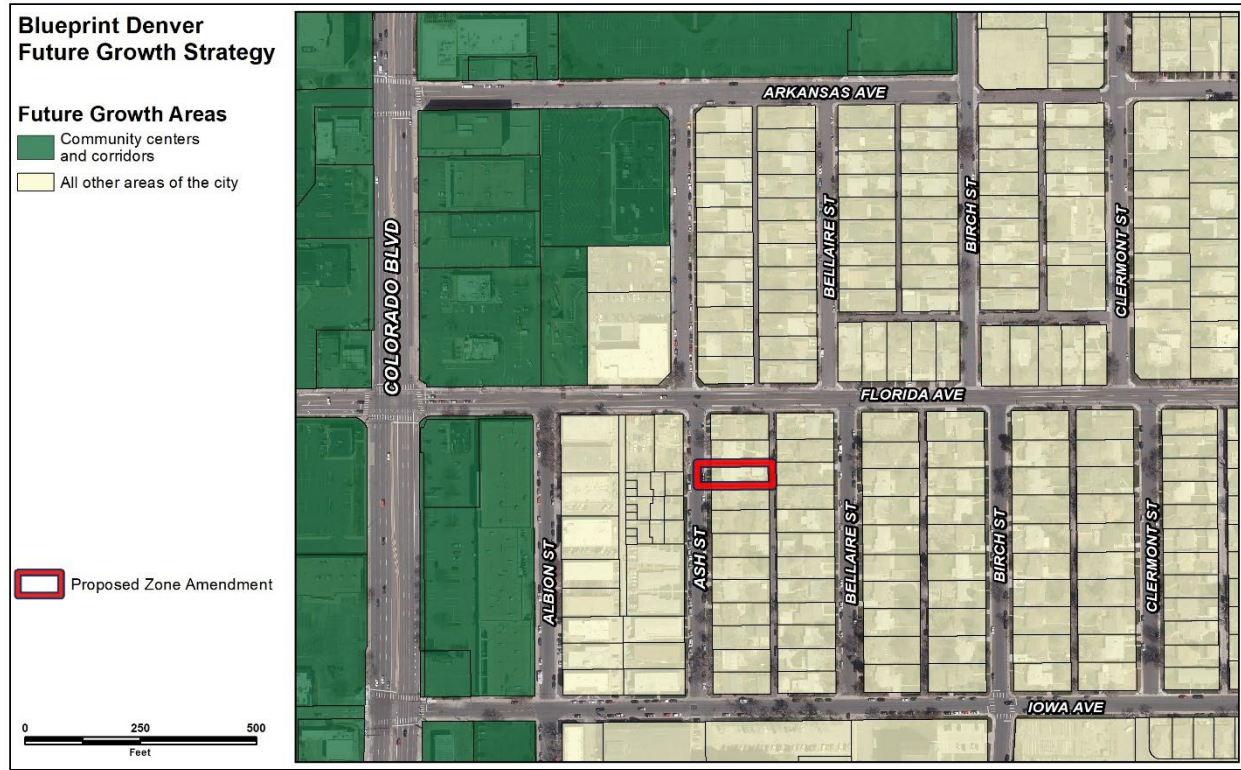


The subject site is designated within a Low Residential future place on the *Blueprint Denver* Future Places map. This place type is “predominately single- and two-unit uses on small or medium lots. Accessory dwelling units and duplexes are appropriate and can be thoughtfully integrated where compatible,” and “building heights are generally up to 2.5 stories in height” (p. 214). E-SU-D1 is a single-unit residential district that allows for an additional dwelling unit accessory to an established single-unit home, consistent with the Low Residential future place description. It allows the Urban House primary building form, which have a maximum height of 2.5 stories, also consistent with the future places map.

Blueprint Denver Street Types

In *Blueprint Denver*, street types work together with the future place to evaluate the appropriateness of the intensity of the adjacent development (p. 67). *Blueprint Denver* classifies South Ash Street as Local or Undesignated Future Street Type, which are described as “most often characterized by residential uses” (p. 161). The proposed E-SU-D1 district is consistent with these descriptions because it allows primarily for residential uses.

Blueprint Denver Growth Strategy



Blueprint Denver's growth strategy map is a version of the future places map, showing the aspiration for distributing future growth in Denver (p. 51). The subject property is part of the "All other areas of the city" growth area. These areas anticipate experiencing around 20% of new housing growth and 10% of new employment growth by 2040" (p. 51). This growth area is "mostly residential areas with embedded local centers and corridors, take a smaller amount of growth intended to strengthen the existing character of our neighborhoods" (p. 49). The proposed map amendment to E-SU-D1 will allow low-intensity growth to the number of households in this area by allowing an accessory dwelling unit and is therefore consistent with the growth strategy.

Blueprint Denver Strategies

Blueprint Denver provides additional recommendations related to rezoning to allow for ADUs.

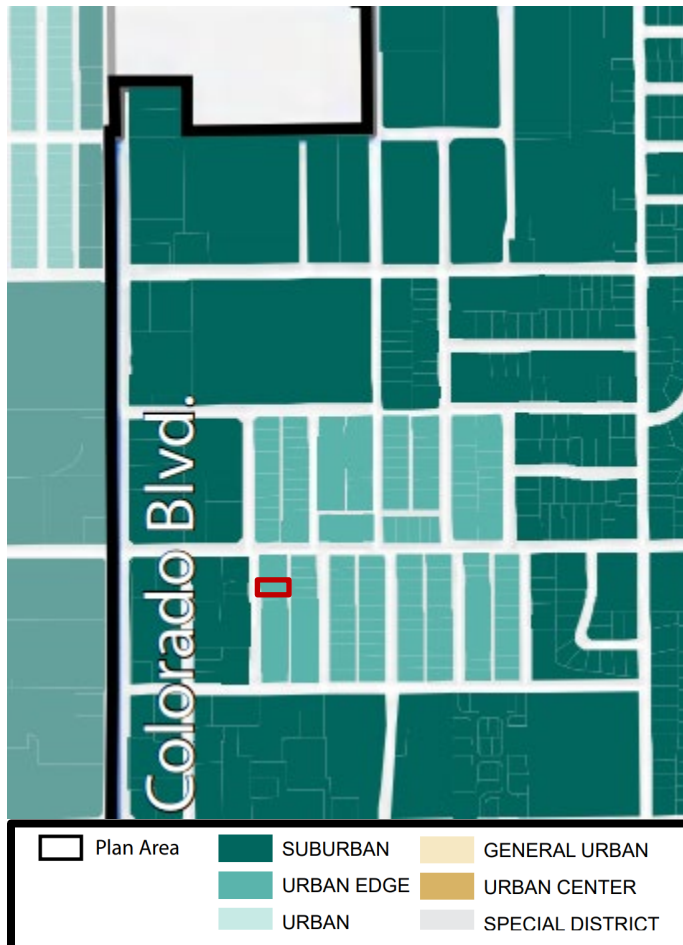
- Policy 4 Strategy E - A citywide approach to enable ADUs is preferred. Until a holistic approach is in place, individual rezonings to enable ADUs in all residential areas, specifically where proximate to transit, are appropriate. Unless there is a neighborhood plan supporting ADUs, rezonings should be small in area in order to minimize impacts to the surrounding residential area (p. 84).

In this case, the requested rezoning is a single lot in a residential area within walking distance of multiple bus routes. This rezoning to an ADU zone district will have minimal impacts on the surrounding neighborhood and is consistent with *Blueprint Denver* recommendations.

Near Southeast Neighborhood Plan

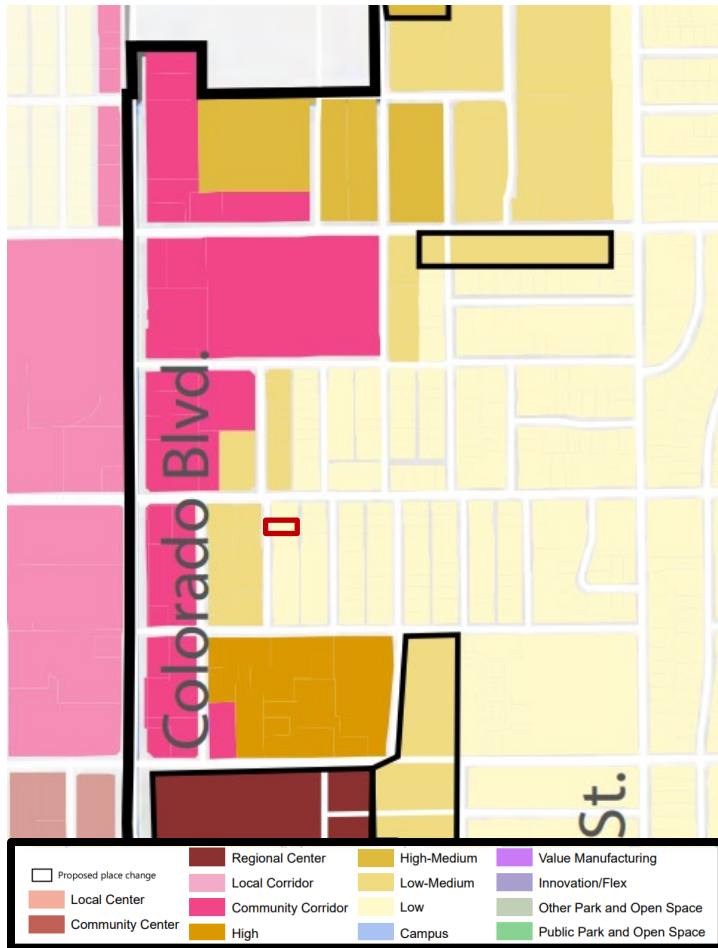
The request meets the following goals and recommendations from the *Near Southeast Neighborhood Plan*:

Near Southeast Neighborhood Plan Future Neighborhood Context



Neighborhood Contexts reflect established land patterns, such as lot and block sizes, era of construction, and existing building heights and density. Neighborhood contexts also reflect future expectations for how new development is expected to occur and how it should respond to existing patterns. “Residential areas generally are single-unit, and two unit uses, with some low-scale multi-unit embedded throughout. Commercial nodes are generally found along key corridors or at intersections. Block patterns are generally a mix of suburban and urban elements—streets may be rectangular or curved and alleys are sometimes present. Multi-unit buildings and commercial nodes are generally low-scale” (p. 222).

Near Southeast Neighborhood Plan Future Place



Places are an organizational system that describes the desired character of an area. Places work together to promote complete neighborhoods for the residents living within or near each of them. Each place expresses itself differently depending on the neighborhood context where it is located. The Residential Low place type consists of “primarily residential with a mix of single and two-unit homes interspersed amongst lower-scale, multi-unit buildings. Neighborhood-serving commercial uses are limited, and are primarily found at intersections and along corridors. Lot coverage may be high, and setbacks generally respect the existing neighborhood character with buildings oriented towards the street.”

Near Southeast Neighborhood Plan Goals and Strategies

- Land Use Goal 8 (LU-8): “Provide additional housing options, promote preservation and prevent involuntary displacement in residential low places by allowing duplexes and accessory dwelling units in appropriate locations and under appropriate conditions.” (p. 59)
- LU-8, Strategy B: “ADUs – Consistent with adopted citywide policies in Blueprint Denver and in coordination with citywide efforts, support the addition of affordable and compatible accessory dwelling units (ADUs) in Near Southeast.

- LU-8 Strategy B-3: “Until a uniform citywide approach to ADU development is complete, support neighborhood-wide and individual rezonings to allow ADUs where prohibited. Prioritize neighborhoods that have shown the strongest interest in allowing ADUs sooner, such as Virginia Village.”

The proposed E-SU-D1 is consistent with the plan direction found in the Near Southeast Neighborhood Plan. It provides additional housing options in the form of an accessory dwelling unit, which is specifically envisioned as compatible with existing single-unit homes in the Virginia Village neighborhood.

2. Uniformity of District Regulations and Restrictions

The proposed rezoning to E-SU-D1 will result in the uniform application of zone district building form, use and design regulations.

3. Public Health, Safety and General Welfare

The proposed official map amendment furthers the public health, safety, and general welfare of the city through implementation of the city’s adopted land use plan which recommends “the expansion of accessory dwelling units throughout all residential areas” (*Blueprint Denver* p. 84). The proposed rezoning would also provide the benefit of an additional housing unit that is compatibly integrated into the surrounding neighborhood.

4. Justifying Circumstance

The application identifies the adoption of *Blueprint Denver* as the Justifying Circumstance under DZC Section 12.4.10.8.A.4, “Since the date of the approval of the existing Zone District, there has been a change to such a degree that the proposed rezoning is in the public interest. Such a change may include: Changed or changing conditions in a particular area, or in the city generally; or a city adopted plan; or that the city adopted the Denver Zoning Code and the property retained Former Chapter 59 zoning.”

As discussed above, *Blueprint Denver* specifically recommend the city diversify housing choice through the expansion of accessory dwelling units throughout all residential areas. The plan was adopted after the date of approval of the existing zone district. Therefore, this is an appropriate justifying circumstance for the proposed rezoning.

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

The requested E-SU-D1 zone district is within the Urban Edge Neighborhood Context. The neighborhood context is “primarily single-unit and two-unit residential uses” and “single-unit residential structures are typically the Urban House and Suburban House building forms” (DZC, Division 4.1). These areas consist of a “regular pattern of block shapes surrounded by orthogonal streets within a grid or modified grid”

(DZC, Division 4.1). This area of the Virginia Village neighborhood consists of mostly single-unit residential uses in rectangular blocks. The proposed rezoning to E-SU-D1 is consistent with the neighborhood context description.

Denver Zoning Code Section 4.2.2 states the general purpose of the Residential zone districts as “promot[ing] and protect[ing] residential neighborhoods within the character of the Urban Edge Neighborhood context.” It accommodates one and two and a half story urban and suburban house forms oriented towards the street in the single unit districts. This is consistent with the E-SU-D1 district as it allows for a two and a half story urban house and will protect the character of the residential areas in the Urban Edge neighborhood context.

The specific intent of the E-SU-D1 zone district is “a single unit district allowing urban houses and detached accessory dwelling units with a minimum zone lot area of 6,000 square feet” (DZC 4.2.2.2.G). The subject site is in an area where Urban Houses and lots over 6,000 square feet are common. The site at 1520 South Ash Street is 6,250 square feet with a width of approximately 50 feet. The adopted plan direction recommends allowing detached accessory dwelling units. Therefore, rezoning this site would be consistent with the specific intent of the zone district.

Attachments

1. Application

Accessory Dwelling Unit Zone Map Amendment (Rezoning) - Application

PROPERTY OWNER INFORMATION*		PROPERTY OWNER(S) REPRESENTATIVE**	
<input checked="" type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION		<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION	
Property Owner Name	Katie Sloter	Representative Name	
Address	1520 South Ash Street	Address	
City, State, Zip	Denver	City, State, Zip	
Telephone	515) 290-6674	Telephone	
Email	ksloter@gmail.com	Email	
*All standard zone map amendment applications must be initiated by owners (or authorized representatives) of at least 51% of the total area of the zone lots subject to the rezoning. See page 4.		**Property owner shall provide a written letter authorizing the representative to act on his/her behalf.	
SUBJECT PROPERTY INFORMATION			
Location (address):	1520 South Ash Street Denver, CO 80222		
Assessor's Parcel Numbers:	0619303003000		
Area in Acres or Square Feet:	6250 sq ft (0.14 acres)		
Current Zone District(s):	S-SU-D		
PROPOSAL			
Proposed Zone District:	E-SU-D1		
PRE-APPLICATION INFORMATION			
Did you receive and review the slide deck: "Constructing an Accessory Dwelling Unit"?	<input checked="" type="checkbox"/> Yes - I have received and reviewed this information <input type="checkbox"/> No - I have not received these slides		
Did you contact the City Council District Office regarding this application?	<input checked="" type="checkbox"/> Yes - if yes, state date and method <u>02/19/2023 (email and postal letters)</u> <input type="checkbox"/> No - if no, describe why not (in outreach attachment)		

REVIEW CRITERIA - AFFIRM THE PROPOSED ADU REZONING COMPLIES WITH THE CRITERIA BELOW BY CHECKING THE BOX NEXT TO EACH CRITERION

<p>General Review Criteria: The proposal must comply with all of the general review criteria. (Check box to the right to affirm) DZC Sec. 12.4.10.7</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>Denver Comprehensive Plan 2040 The proposed map amendment is consistent with the strategies in the adopted Denver Comprehensive Plan 2040, including:</p> <ul style="list-style-type: none"> • Goal 2, Strategy A. Equitable, Affordable and Inclusive – "Create a greater mix of housing options in every neighborhood for all individuals and families" (p. 28). The proposed zone district allows for an additional dwelling unit that is accessory to the primary single-unit dwelling use. Accessory dwelling units can provide housing for individuals or families with different incomes, ages, and needs compatible with the single-unit neighborhoods. • Goal 8, Strategy A. Environmentally Resilient - "Promote infill development where infrastructure and services are already in place" (p. 54). The proposed map amendment will allow an additional housing unit on the site of an existing home where infrastructure and services such as water, stormwater, and streets already exist. This allows Denver to grow responsibly and promotes land conservation. <p>Blueprint Denver The proposed map amendment is consistent with the applicable neighborhood context, places, street type, and strategies in <i>Blueprint Denver</i>, including:</p> <ul style="list-style-type: none"> • Policy 4, Strategy E - Diversify housing choice through the expansion of accessory dwelling units throughout all residential areas. <p>Neighborhood/ Small Area Plan (list all, if applicable): <u>Near Southeast Plan in progress</u></p>
<p>General Review Criteria: The proposal must comply with all of the general review criteria. (Check boxes to affirm) DZC Sec. 12.4.10.7</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>The proposed map amendment furthers the public health, safety, and general welfare of the city through implementation of the city's adopted plan, including Blueprint Denver which recommends "the expansion of accessory dwelling units throughout all residential areas" (<i>Blueprint Denver</i>, p. 84).</p>

<p>Additional Review Criteria for Non-Legislative Rezonings: The proposal must comply with both of the additional review criteria.</p> <p>(Check boxes to affirm.)</p> <p>DZC Sec. 12.4.10.8</p>	<p><input checked="" type="checkbox"/> Justifying Circumstances - One of the following circumstances exists: 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> <ul style="list-style-type: none"> a. Changed or changing conditions in a particular area, or in the city generally; or, b. A City adopted plan; or c. That the City adopted the Denver Zoning Code and the property retained Former Chapter 59 zoning. <p>The proposed map amendment application identifies the adoption of <i>Blueprint Denver</i> as the Justifying Circumstance. As discussed above, <i>Blueprint Denver</i> specifically recommends the city diversify housing choice through the expansion of accessory dwelling units throughout all residential areas. The plan was adopted after the date of approval of the existing zone districts. Therefore, this is an appropriate justifying circumstance for the proposed rezoning.</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>The proposed map amendment is consistent with the neighborhood context description, stated purpose and intent of the proposed <u>E-SU-D1</u> Zone District.</p>
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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 (e.g. Assessor’s record, property deed, etc). Proof of ownership 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.

ADDITIONAL ATTACHMENTS (IF APPLICABLE)

Please check boxes identifying additional attachments provided with this application (note that more information may be required. Please confirm with your pre-application/case manager planner prior to submittal.):

- Written Narrative Explaining Project
- Site Plan/ Drawings (if available)
- Narrative describing any outreach to City Council office(s), Registered Neighborhood Organizations (RNOs) and surrounding neighbors.
- 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 an LLC/trust as owner, this is document is required.)

Please list any other additional attachments:

Photograph of mailed letters and copies of mailed letters

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>	01/01/12	(A)	YES
Katie Jo Sloter	1520 South Ash Street Denver, CO 80222	100%	<i>Katie Jo Sloter</i>	03/02/2023	(B)(C)	NO



TITLE DEPARTMENT – DELIVERY TRANSMITTAL
8055 E Tufts Ave, Suite 300
Denver, CO 80237
(720) 324-5865 Fax:

Katie Jo Sloter
1520 South Ash Street
Denver, CO 80222-3703

File Number: 598-H0631800-019-MB0
Property Address: 1520 South Ash Street, Denver, CO 80222-3703
Policy Number: CO-FFAH-IMP-81306-1-21-H0631800

Dear New Property Owner:

Congratulations on your real estate purchase. Enclosed is your Policy of Title Insurance. This policy contains important information about your real estate transaction, and it insures you against certain risks to your ownership. Please read it and retain it with your other valuable papers.

A permanent record of your recorded title documents is accessible through our office. These records will enable prompt processing of future title orders and save valuable time should you wish to sell or obtain a loan on your property. Visit or call our office and simply give us your personal policy file number when you need assistance.

In the event you sell your property or borrow money from a mortgage lender you may be entitled to a discount rate if you order your title insurance through this company.

We appreciate the opportunity of serving you and will be happy to assist you in any way in regard to your future title service needs.

Sincerely,

Heritage Title Company, Inc.



OWNER'S POLICY OF TITLE INSURANCE

Issued by

Commonwealth Land Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;

- (c) the subdivision of land; or
- (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Commonwealth Land Title Insurance Company

Countersigned:

By: Tony [Signature]
 Authorized Officer or Agent



By: [Signature]
 Randy Quirk, President

Attest: [Signature]
 Michael Gravelle, Secretary



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written

instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to

purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium 81306 (6/06)

maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay;

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred

by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be

ALTA Owner's Policy (6/17/06)

subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy

provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Commonwealth Land Title Insurance Company, Attn: Claims Department, Post Office Box 45023, Jacksonville, Florida 32232-5023.

NOTICE CONCERNING FRAUDULENT INSURANCE ACTS

(This Notice is Permanently Affixed Hereto)

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

C. R. S. A. § 10-1-128 (6)(a).



Commonwealth Land Title Insurance Company

SCHEDULE A

Name and Address of Title Insurance Company: **Heritage Title Company, Inc.**
1401 Wynkoop Ste 120,
Denver, CO 80202

Policy No.: **CO-FFAH-IMP-81306-1-21-H0631800**

Order No.: **H0631800-019-MB0**

Address Reference: **1520 South Ash Street, Denver, CO 80222-3703**

Amount of Insurance: **\$520,000.00**

Date of Policy: **March 3, 2021 at 12:56 PM**

1. Name of Insured:
Katie Jo Sloter
2. The estate or interest in the Land that is insured by this policy is:
FEE SIMPLE
3. Title is vested in:
[Katie Jo Sloter](#)
4. The Land referred to in this policy is described as follows:
[See Exhibit A attached hereto and made a part hereof.](#)

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

**Lot 3, Dennings Subdivision Filing No. 2,
City and County of Denver, State of Colorado.**

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

- 1. Water rights, claims of title to water, whether or not shown by the Public Records.
- 2. All taxes and assessments for the year 2021 and subsequent years, a lien but not yet due or payable.
- 3. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat(s) of said subdivision set forth below:

Recording Date: August 23, 1954

Recording No: Plat [Book 10 Page 41X](#)

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

Amount: \$485,450.00
 Trustor/Grantor Katie Jo Sloter
 Trustee: Public Trustee of Denver County
 Beneficiary: Amerifirst Financial, Inc
 Loan No.: 2101EM342975
 Recording Date: March 03, 2021
 Recording No: [2021039909](#)

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

Amount: \$14,564.00
 Trustor/Grantor Katie Jo Sloter
 Trustee: Public Trustee of Denver County
 Beneficiary: City and County of Denver, Colorado
 Loan No.: Unknown
 Recording Date: March 03, 2021
 Recording No: [2021039910](#)





03/03/2021 12:56 PM
City & County of Denver
Electronically Recorded

R \$13.00

WD

D \$52.00



Escrow No.: H0631800-019-MB0

Doc Fee: \$52.00

GENERAL WARRANTY DEED

This Deed, made March 2, 2021

Between **Dennis J. Hansen** of the County Denver, State of Colorado, grantor(s) and **Katie Jo Slotter**, a Tenant in Severalty whose legal address is 1520 South Ash Street, Denver, CO 80222-3703 County of Denver, and State of Colorado, grantee.

WITNESS, That the grantor, for and in the consideration of the sum of **FIVE HUNDRED TWENTY THOUSAND DOLLARS AND NO/100'S (\$520,000.00)** 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 the grantee, their heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Denver, State of Colorado described as follows:

Lot 3, Dennings Subdivision Filing No. 2,
City and County of Denver, State of Colorado.

also known by street and number as **1520 South Ash Street, Denver, CO 80222-3703**

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

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature so ever, **except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.**

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

SELLER:

Dennis J. Hansen

STATE OF COLORADO
COUNTY OF DENVER

}ss:

The foregoing instrument was acknowledged, subscribed and sworn to before me **March 2, 2021** by **Dennis J. Hansen**.

Witness my hand and official seal.

STEVE M. JUNDT
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20164023468
My Commission Expires 6/21/2024

Notary Public
My Commission expires: *6/21/2024*

Narrative Describing Outreach to City Council Office, Registered Neighborhood Organizations, and Surrounding Neighbors for DU Rezoning Application of 1520 South Ash Street, Denver, CO 80222

Please see attached documentation of outreach to the following interested parties on February 19, 2023. Please find attached e-mail chains as well as photograph of outgoing letters.

1. City Councilmember Kashmann of District 6
 - a. Contacted by both e-mail as well as by postal letter
2. Surrounding RNOs contacted
 - a. Strong Denver (e-mail)
 - b. Inter-Neighborhood Cooperation (post and e-mail)
 - c. East Evans Business Association (post and e-mail)
 - d. Virginia Village Ellis Community Association (post and e-mail)
3. Surrounding Neighbors contacted by post, please see attached photograph of outgoing letters
 - a. 1523 South Ash Street, Denver, Colorado, 80222
 - b. 1500 South Ash Street, Denver, Colorado, 80222
 - c. 1540 South Ash Street, Denver, Colorado, 80222
 - d. 1530 South Ash Street, Denver, Colorado, 80222
 - e. 1531 South Ash Street, Denver, Colorado, 80222
 - f. 1510 South Ash Street, Denver, Colorado, 80222
 - g. 1521 South Ash Street, Denver, Colorado, 80222
 - h. 1550 South Ash Street, Denver, Colorado, 80222
 - i. 1523 South Ash Street #1527, Denver, Colorado, 80222
 - j. 1527 South Ash Street, Denver, Colorado, 80222
 - k. School in the Woods Montessori, 4176 E. Florida Ave, Denver, CO, 80222



Katie Jo Sloter <ksloter@gmail.com>

Rezoning outreach letter

1 message

Katie J. Sloter <ksloter@gmail.com>

Sun, Feb 19, 2023 at 5:54 PM

To: paul.kashmann@denvergov.org

Katie Jo Sloter

1520 S Ash St

Denver, CO, 80222

02/19/2023

Dear Council Member Kashmann of Council District 6:

I would like to inform you of our intent to request rezoning of my property at address 1520 South Ash Street, Denver, Colorado, 80222 from a S-SU-D to ADU, E-SU-D1 classification. This would more accurately represent the appropriate property zoning. It was recommended by Denver City Planning that Urban Edge Context was supported by Blueprint Denver, Comprehensive Plan 2040, as well as Near Southeast Area Plan. There is consistency with already adopted plans, and meets existing goals for equity, affordability and inclusivity; as well as is supported by goals for environmental resiliency.

The urban edge context areas are predominately residential and act as transition between urban and suburban areas. Blueprint Denver notes that accessory dwelling units and compatible two-unit uses are appropriate and can be thoughtfully integrated, representing my intention to eventually integrate a thoughtful accessory dwelling unit within the 1520 S Ash Street property. This aligns with recommendations to diversify housing choices through expansion of accessory dwelling units throughout all residential areas.

Reclassifying this property address certainly aligns with the Urban Edge Neighborhood Context in terms of general character, street block and access patterns, building placement and location, building height, and mobility patterns.

This letter is meant to provide outreach regarding my goals and intentions to pursue rezoning of this property, and I greatly appreciate your support.

Warmly,

Katie J. Sloter, PA-C, MPH



Katie Jo Sloter <ksloter@gmail.com>

Rezoning outreach letter

1 message

Katie J. Sloter <ksloter@gmail.com>

Sun, Feb 19, 2023 at 6:00 PM

To: "denervoters@gmail.com" <denervoters@gmail.com>

Katie Jo Sloter

1520 S Ash St

Denver, CO, 80222

02/19/2023

Dear Strong Denver Representative:

I would like to inform you of my intent to request rezoning of my property at address 1520 South Ash Street, Denver, Colorado, 80222 from a S-SU-D to ADU, E-SU-D1 classification. This would more accurately represent the appropriate property zoning. It was recommended by Denver City Planning that Urban Edge Context was supported by Blueprint Denver, Comprehensive Plan 2040, as well as Near Southeast Area Plan. There is consistency with already adopted plans, and meets existing goals for equity, affordability and inclusivity; as well as is supported by goals for environmental resiliency.

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Katie J. Sloter, PA-C, MPH



Katie Jo Sloter <ksloter@gmail.com>

Rezoning Outreach Letter

1 message

Katie J. Sloter <ksloter@gmail.com>

Sun, Feb 19, 2023 at 5:58 PM

To: president@denverinc.org, execom@denverinc.org

Katie Jo Sloter

1520 S Ash St

Denver, CO, 80222

02/19/2023

Dear Inter-Neighborhood Cooperation Representative:

I would like to inform you of my intent to request rezoning of my property at address 1520 South Ash Street, Denver, Colorado, 80222 from a S-SU-D to ADU, E-SU-D1 classification. This would more accurately represent the appropriate property zoning. It was recommended by Denver City Planning that Urban Edge Context was supported by Blueprint Denver, Comprehensive Plan 2040, as well as Near Southeast Area Plan. There is consistency with already adopted plans, and meets existing goals for equity, affordability and inclusivity; as well as is supported by goals for environmental resiliency.

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Katie J. Sloter, PA-C, MPH



Katie Jo Sloter <ksloter@gmail.com>

Rezoning Outreach Letter, attn: Nancy Barlow

1 message

Katie J. Sloter <ksloter@gmail.com>

Sun, Feb 19, 2023 at 6:07 PM

To: "nb@barlowadvertising.com" <nb@barlowadvertising.com>, "jab12503@gmail.com" <jab12503@gmail.com>

Katie Jo Sloter

1520 S Ash St

Denver, CO, 80222

02/19/2023

Dear East Evans Business Association Representative:

I would like to inform you of my intent to request rezoning of my property at address 1520 South Ash Street, Denver, Colorado, 80222 from a S-SU-D to E-SU-D1 classification. This would more accurately represent the appropriate property zoning. It was recommended by Denver City Planning that Urban Edge Context was supported by Blueprint Denver, Comprehensive Plan 2040, as well as Near Southeast Area Plan. There is consistency with already adopted plans, and meets existing goals for equity, affordability and inclusivity; as well as is supported by goals for environmental resiliency.

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Warmly,

Katie J. Sloter, PA-C, MPH



Katie Jo Sloter <ksloter@gmail.com>

Rezoning Outreach Letter, Attn Joshua Ratliff

1 message

Katie J. Sloter <ksloter@gmail.com>

Sun, Feb 19, 2023 at 6:11 PM

To: "viriniavillageneighborhoodorg@gmail.com" <viriniavillageneighborhoodorg@gmail.com>, "Joshua.R.Ratliff@gmail.com" <Joshua.R.Ratliff@gmail.com>

Katie Jo Sloter

1520 S Ash St

Denver, CO, 80222

02/19/2023

Dear Virginia Village Ellis Community Association Representative:

I would like to inform you of my intent to request rezoning of my property at address 1520 South Ash Street, Denver, Colorado, 80222 from a S-SU-D to E-SU-D1 classification. This would more accurately represent the appropriate property zoning. It was recommended by Denver City Planning that Urban Edge Context was supported by Blueprint Denver, Comprehensive Plan 2040, as well as Near Southeast Area Plan. There is consistency with already adopted plans, and meets existing goals for equity, affordability and inclusivity; as well as is supported by goals for environmental resiliency.

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Katie J. Sloter, PA-C, MPH