



**TO:** Land Use Transportation and Infrastructure Committee  
**FROM:** Analiese Hock, Senior City Planner  
**DATE:** August 24, 2017  
**RE:** Official Zoning Map Amendment Application #2016I-00049

### Staff Report and Recommendation

Based on the criteria for review in the Denver Zoning Code, Staff recommends approval for Application #2016I-00049.

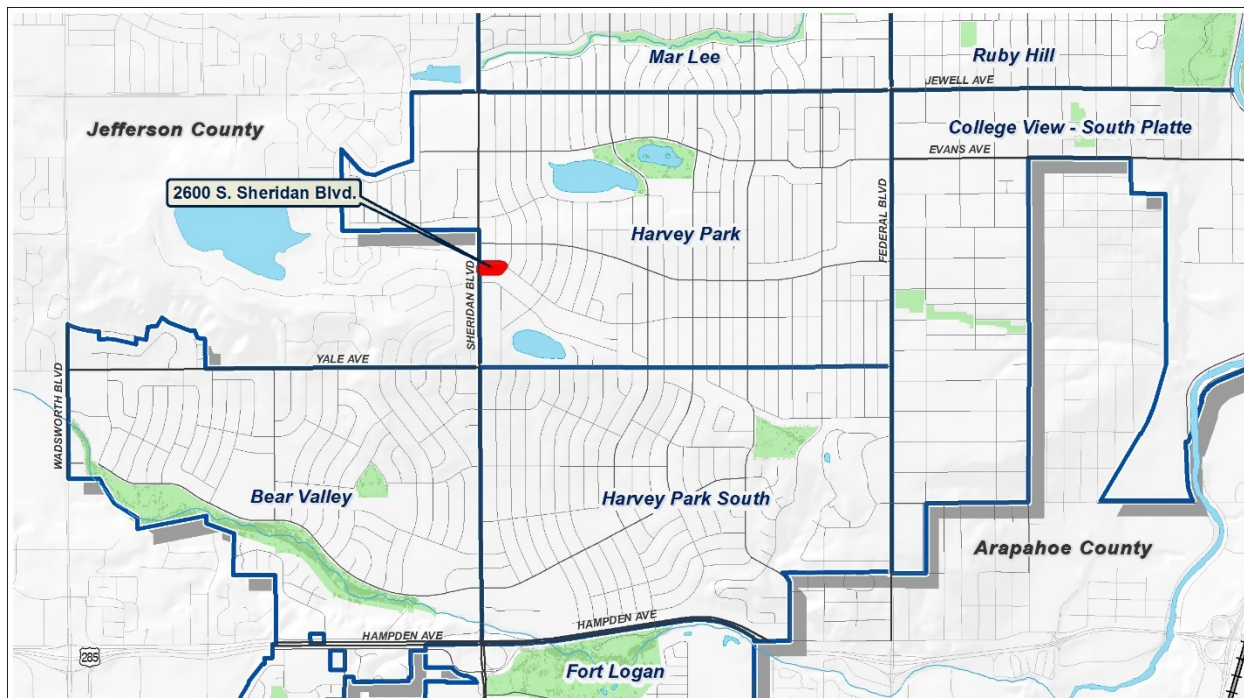
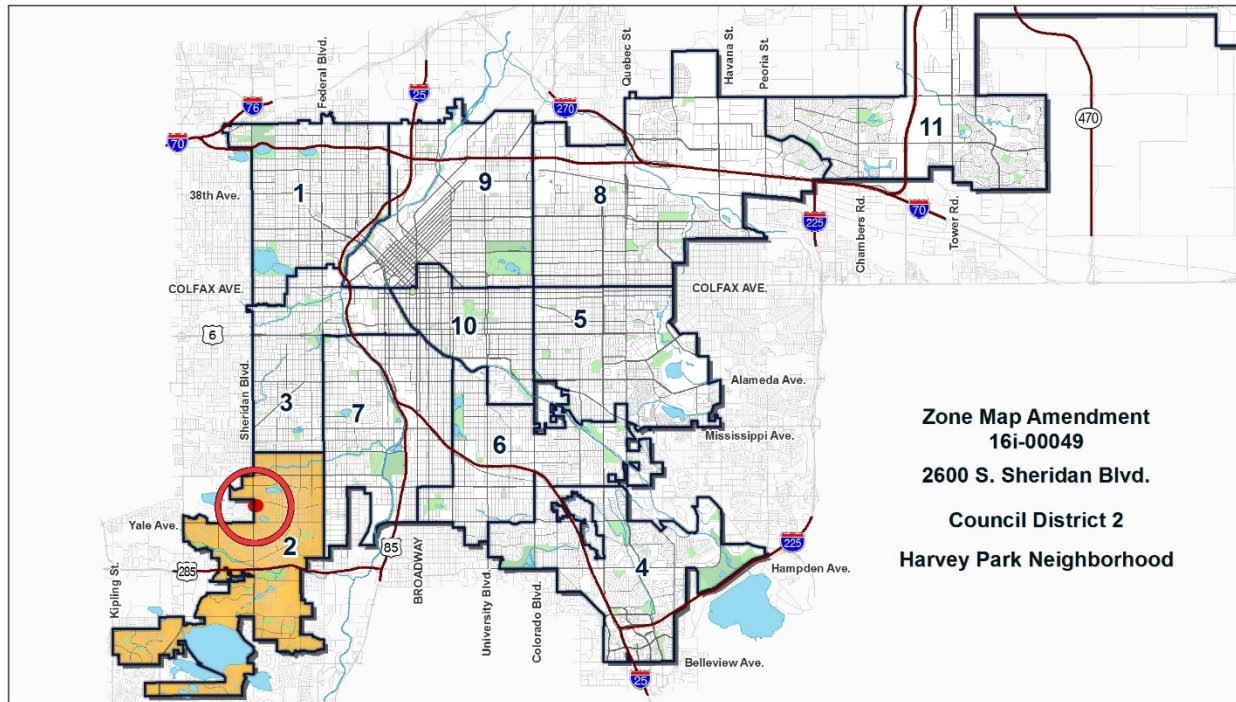
### Request for Rezoning

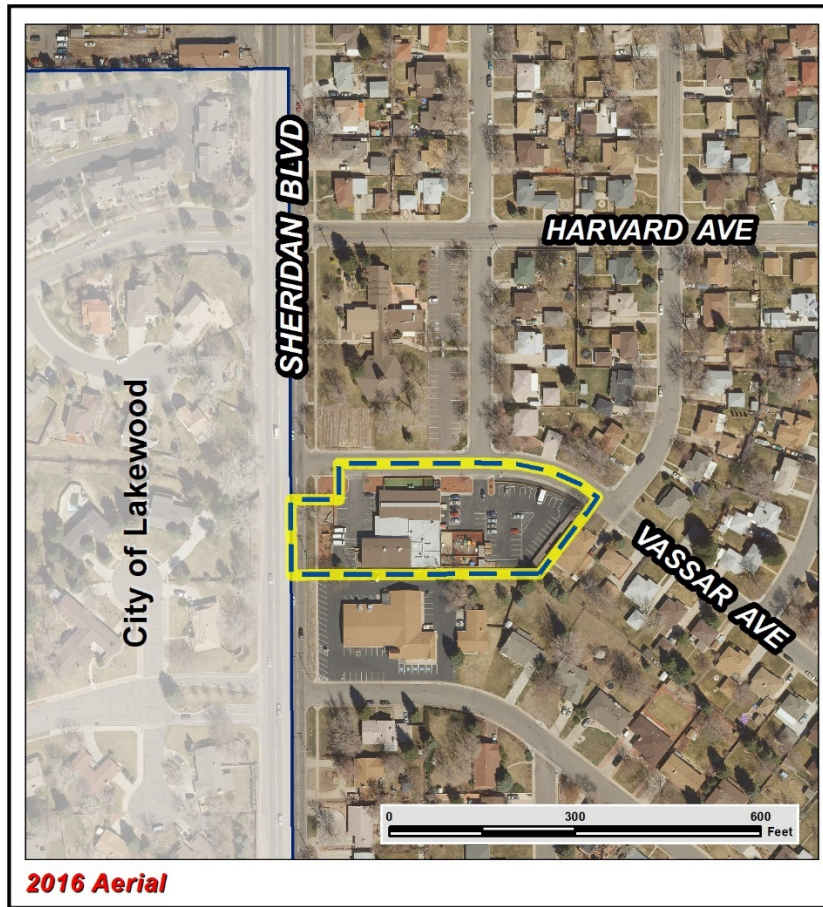
Address: 2600 South Sheridan Boulevard  
Neighborhood: Harvey Park  
Council District: Council District 2  
RNOs: Harvey Park Improvement Association  
Denver Neighborhood Association, Inc.  
Inter-Neighborhood Cooperation (INC)  
Area of Property: 1.272 Acres  
Current Zoning: PUD 579  
Proposed Zoning: S-SU-D  
Property Owner(s): TMK Properties, LLC  
Owner Representative: Gretchen Williams

### Summary of Rezoning Request

- The subject property is located in the Harvey Park statistical neighborhood, at the intersection of South Sheridan Boulevard and West Vassar Avenue.
- The site is currently a non-residential structure being operated as a child care center.
- The subject property is in PUD 579. Uses are limited to R-1 uses, child care center, and a church.
- The property owners are requesting a rezoning from Former Chapter 59 (FC59) PUD 579 to allow for a zone lot amendment. The outcome of the zone lot amendment would allow for the sale of a 15' portion of the site to a neighbor who has been using the land as a drive way.
- The requested S-SU-D zone district is in the Suburban context, is a **Single Unit** district allowing suburban houses with a minimum zone lot area of 6,000 square feet. Additionally, this zone district allows for other uses such as Community Centers, Day Care Centers, Elementary or Secondary Schools, and Public and Religions Assemblies, subject to the use limitations in Article 11 of the Denver Zoning Code. Further details of the zone district can be found in Article 3 of the Denver Zoning Code (DZC).

Existing Context

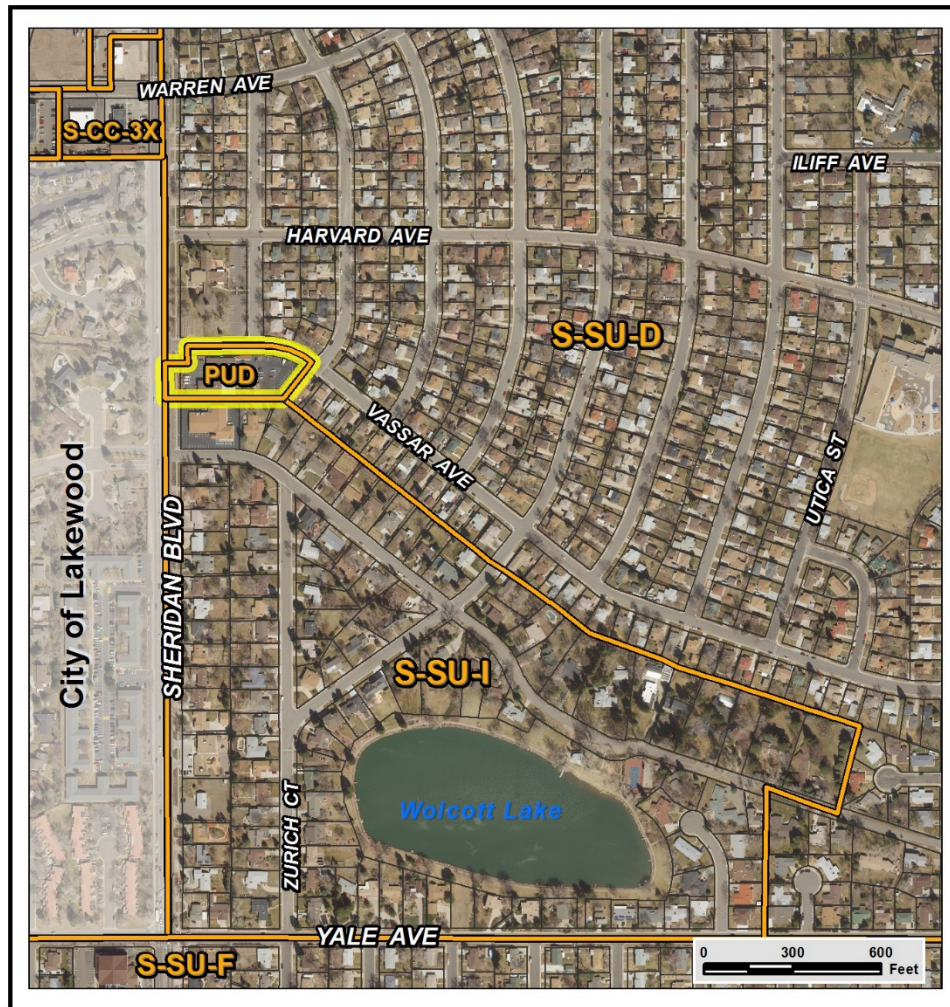




The following table summarizes the existing context proximate to the subject site:

	Existing Zoning	Existing Land Use	Existing Building Form/Scale	Existing Block, Lot, Street Pattern
Site	PUD 487	Public/Quasi-Public (Child Care)	2 story non-residential building with surface parking	Typically an irregular pattern of block shapes surrounded by curvilinear streets within a modified or non-existent grid, and no alleys. Block shapes and sizes vary. The typical block pattern includes attached sidewalks, street and surface parking.
North	S-SU-D	Public/Quasi Public (Religious Assembly)	1 story religious assembly building with surface parking and landscaping	
South	S-SU-I	Public/Quasi Public (Religious Assembly)	1 story religious assembly building with surface parking and landscaping	
East	S-SU-D	Single Unit Residential	1 story single family residential	
West	City of Lakewood	Single Unit Residential	1 story single family residential	

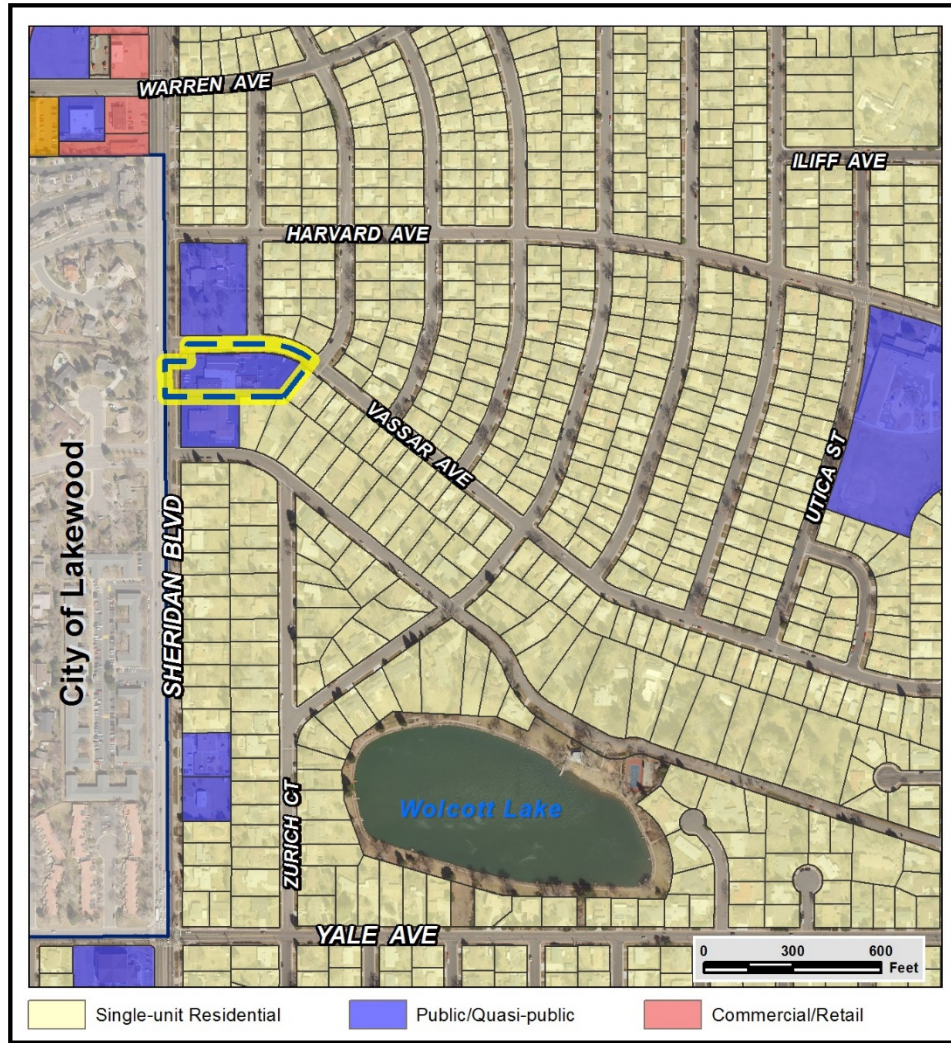
## 1. Existing Zoning



The current zoning on the site is a Former Chapter 59 PUD 579. The purpose of the Planned Unit Development (PUD) was to allow for the child care use without the operation of a church use. The PUD limits the uses to church and/or child care center and R-1 uses. The PUD places additional limitations on the church and child care uses to 14,526 s.f. and vehicular parking spaces to 65 (a requirement far in excess of the current DZC minimum of 1 per 1,000 s.f. resulting in 15 spaces). The PUD establishes a maximum building height of two stories and 40 ft. along with specified building setbacks. Additional details of the PUD standards are attached to this staff report.

As is the case with many Former Chapter 59 PUDs, the regulations and district plan of the PUD are written too specifically to accommodate a change to the site or zone lot. The applicant's desire for a zone lot split to sell off a 15' foot strip to the eastern neighbor cannot be accomplished under the existing PUD because the resultant zone lot would not comply with the minimum setback.

## 2. Existing Land Use Map



### 3. Existing Building Form and Scale



Subject property; view from West Vassar Ave (source: Google maps)



View of residential property to the east of the subject property, looking southwest from West Vassar Ave (source: Google maps)



View of buildings to the south of the subject site, looking east from Sheridan Boulevard (source: Google maps)



View of building to the north of the subject site, looking west from South Zurich Court and West Vassar Ave  
(Source: Google maps)

## 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:

### **Development Services – Project Coordination:** Approved

A Zone Lot Amendment shall be processed in order to modify the Zone Lot Boundaries between 2600 S Sheridan Boulevard, and 5080 W Vassar Avenue. This Zone Lot Amendment shall show the existing driveway to be located on 5080 W Vassar Avenue's Zone Lot, thereby amending the boundaries of 2600 S Sheridan Avenue's Zone Lot.

### **Development Services – Wastewater:** Approved

No objection to the rezoning.

However, all CCD Wastewater requirements will be applied to any future developments.

### **Environmental Health:** Approved

DEH is not aware of environmental concerns here that would impact the request and does not object to the rezoning.

General Notes: Most of Colorado is high risk for radon, a naturally occurring radioactive gas. Due to concern for potential radon gas intrusion into buildings, DEH suggests installation of a radon mitigation system in structures planned for human occupation or frequent use. It may be more cost effective to install a radon system during new construction rather than after construction is complete.

If renovating or demolishing existing structures, there may be a concern of disturbing regulated materials that contain asbestos or lead-based paint. Materials containing asbestos or lead-based paint should be managed in accordance with applicable federal, state and local regulations.

The Denver Air Pollution Control Ordinance (Chapter 4- Denver Revised Municipal Code) specifies that contractors shall take reasonable measures to prevent particulate matter from becoming airborne and to prevent the visible discharge of fugitive particulate emissions beyond the property on which the emissions originate. The measures taken must be effective in the control of fugitive particulate emissions at all times on the site, including periods of inactivity such as evenings, weekends, and holidays.

Denver's Noise Ordinance (Chapter 36–Noise Control, Denver Revised Municipal Code) identifies allowable levels of noise. Properties undergoing Re-Zoning may change the acoustic environment, but must maintain compliance with the Noise Ordinance. Compliance with the Noise Ordinance is based on the status of the receptor property (for example, adjacent Residential receptors), and not the status of the noise-generating property. Violations of the Noise Ordinance commonly result from, but are not limited to, the operation or improper placement of HV/AC units, generators, and loading docks. Construction noise is exempted from the Noise Ordinance during the following hours, 7am–9pm (Mon–Fri) and 8am–5pm (Sat & Sun). Variances for nighttime work are allowed, but the variance approval process requires 2 to 3 months. For variance requests or questions related to the Noise Ordinance, please contact Paul Riedesel, Denver Environmental Health (720-865-5410).

Scope & Limitations: DEH performed a limited search for information known to DEH regarding environmental conditions at the subject site. This review was not intended to conform to ASTM



standard practice for Phase I site assessments, nor was it designed to identify all potential environmental conditions. In addition, the review was not intended to assess environmental conditions for any potential right-of-way or easement conveyance process. The City and County of Denver provides no representations or warranties regarding the accuracy, reliability, or completeness of the information provided.

**Public Works – City Surveyor:** Approved

**Real Estate:** Approved

Public Review Process

	<b>Date</b>
CPD informational notice of receipt of the rezoning application to all affected members of City Council and registered neighborhood organizations:	<b>2/14/2017</b>
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 and registered neighborhood organizations:	<b>6/5/2017</b>
Planning Board voted unanimously at the public hearing to recommend approval to City Council	<b>6/21/2017</b>
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:	<b>6/30/17</b>
Land Use, Transportation and Infrastructure Committee of the City Council moved the bill forward:	<b>7/18/2017</b>
Property legally posted for a period of 21 days and CPD written notice of the City Council public hearing sent to all affected members of City Council and registered neighborhood organizations:	<b>8/4/2017</b>
City Council Public Hearing:	<b>8/28/2017</b>

- **Registered Neighborhood Organizations (RNOs)**
  - Harvey Park Improvement Association
  - Denver Neighborhood Association, Inc.
  - Inter-Neighborhood Cooperation (INC)

- **Other Public Comment**

As of the date of this staff report, no comments have been received on the application.

## Criteria for Review / Staff Evaluation

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

### **DZC Section 12.4.10.7**

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

### **DZC Section 12.4.10.8**

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

## **1. Consistency with Adopted Plans**

The following adopted plans apply to this property:

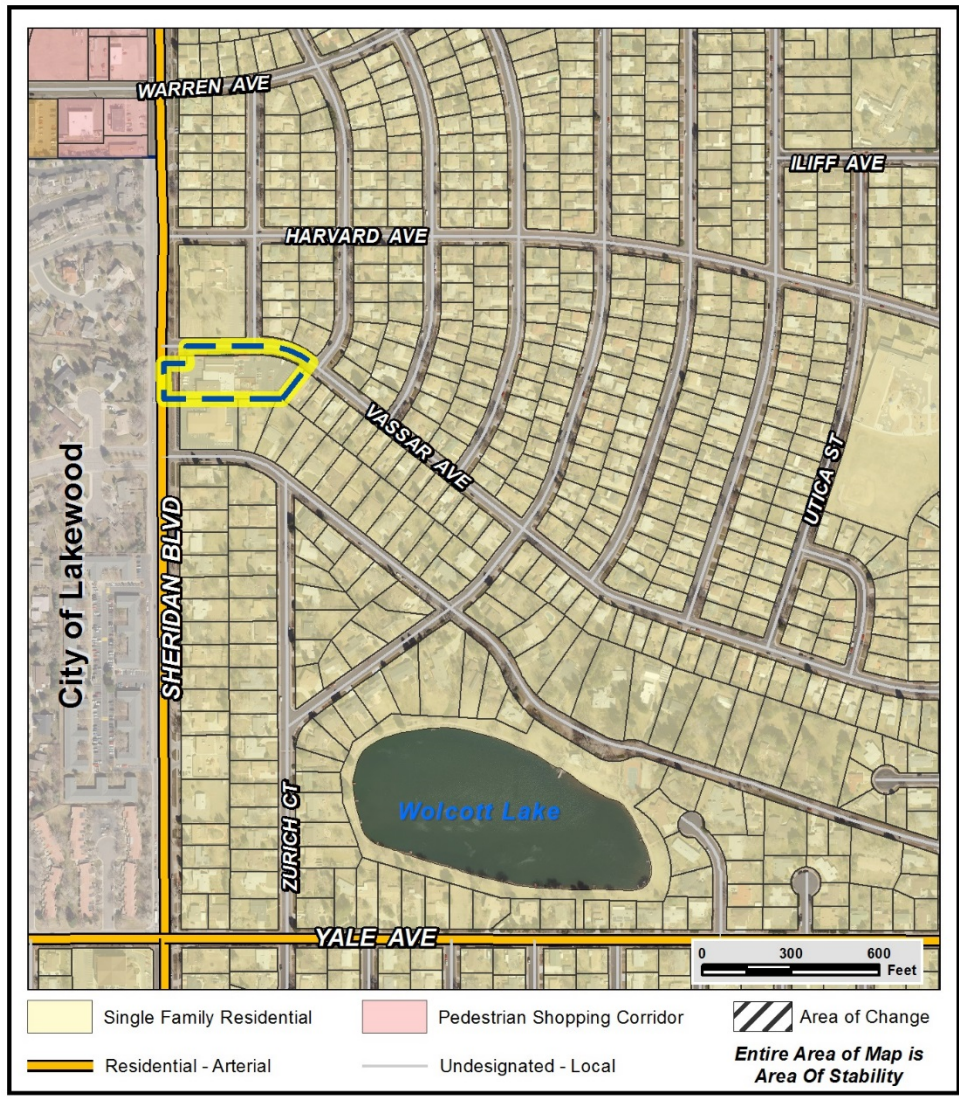
- Denver Comprehensive Plan 2000
- Blueprint Denver (2002)

### **Denver Comprehensive Plan 2000**

The proposal is consistent with many Denver Comprehensive Plan strategies, including:

- Environmental Sustainability Strategy 2-F – *Conserve land by: promoting infill development with Denver at sites where services and infrastructure are already in place. Designing mixed-use communities and reducing sprawl, so that residents can live, work and play within their own neighborhoods. Creating more density at transit nodes. (p 39)*
- Land Use Strategy 3-B – *Encourage quality infill development that is consistent with the character of the surrounding neighborhood; that offers opportunities for increased density and more amenities; and that broadens the variety of compatible uses. (p 60)*
- Economic Activity Strategy 1-F – *Support a collaborative effort by business, educational intuitions and regulatory agencies to enhance the supply, quality of childcare. (p 130)*
- Neighborhoods Strategy 1-F *Invest in neighborhoods to help meet citywide goals and objectives for a range of housing types and prices, community facilities, human services and mobility. Continue to foster integrity and livability of neighborhoods. (p 150)*

The proposed map amendments will enable for the continued use of a child-care facility while maintaining a residential single-unit zoning that is consistent with the neighborhood. The rezoning is consistent with these plan recommendations.



**Blueprint Denver**  
 According to the Blueprint Denver Plan Map, updated by subsequent adopted plans, this site has a concept land use of Single Family Residential and is located in an Area of Stability. Single Family Residential areas “represent the majority of Denver’s residential areas... densities are fewer than 10 units per acre, often less than six units per acre neighborhood-wide, and the employment base is significantly smaller than the housing base. Single-family homes are the predominant residential type” (p. 42). The S-SU-D zone district allows for single family homes

and is consistent with the Blueprint land use designation. Additionally, the single unit districts allow for additional community serving uses such as child care centers and religious institutions with limitations details in Article 11 of the Denver Zoning Code.

**Area of Stability**

The subject site is designated as an Area of Stability. A Blueprint Denver strategy is to "preserve stable neighborhoods" (p 23) with the desire "to maintain the character of an area while accommodating new development and redevelopment in appropriate locations" (p 24). The rezoning application is consistent with the Blueprint Denver Area of Stability recommendations. The rezoning application for single-unit zoning consistent with the surrounding neighborhood will further stabilize the neighborhood while continuing to offer community services at the neighborhood scale.

### **Street Classifications**

Blueprint Denver classifies South Sheridan Boulevard as a Residential Arterial. Arterials are “major roadways designed to provide a high degree of mobility and serve longer vehicle trips to, from, and within major activity centers in Denver and the region” with a focus on the “movement of people and goods, rather than access” (p 51) Additionally, arterials “serve higher-density and higher-intensity land uses adjacent to the streets” (p 194). More specifically, residential arterials “serve longer distance trips than residential local or collector streets” (p 62). The designation of South Sheridan Boulevard supports the transportation demands of the child care use throughout the neighborhood and region.

Blueprint Denver classifies West Vassar Avenue as an Undesignated Local. Local Streets are “influenced less by traffic volumes and are tailored more to providing local access. Mobility on local streets is typically incidental and involves relatively short trips at lower speeds to and from other streets. Because of their 'neighborhood' nature, travel speeds are usually lower than collectors and arterials” (p 51). The S-SU-D zone district is an appropriate zone district for this Undesignated Local street classification by allowing residential and community serving uses that are consistent with the existing context and character.

### **PUD Zoning**

Blueprint Denver makes several recommendations to modernize Denver’s zoning code and address the problems that arise from old zoning. “Concerns with PUDs are that their widespread proliferation has increased the complexity of regulating land use, and the conditions they place on development sometimes perform poorly and inflexibly once the PUD has been adopted. This issue can be addressed if the city acts on the authority to repeal obsolete PUD zoning and change it to a more appropriate district” (p. 82). The proposed rezoning of a Former Chapter 59 PUD to the Denver Zoning Code would implement this guidance from Blueprint Denver resulting in more flexible and less complex zoning.

The rezoning to S-SU-D at the subject site is consistent with *Blueprint Denver’s* guidance.

## **2. Uniformity of District Regulations and Restrictions**

The proposed rezoning to S-SU-D 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 primarily through implementation of the city’s adopted land use plans including Comprehensive Plan 2000 and Blueprint Denver. Additionally, the allowance for more community serving uses will promote the public health, safety, and general welfare of the City.

## **4. Justifying Circumstance**

The application identifies several changed or changing conditions as the Justifying Circumstance under DZC Section 12.4.10.8.A.4, “The land or its surrounding environs has changed or is changing to such a degree that it is in the public interest to encourage a redevelopment of the area or to recognize the changed character of the area.” Since the approval of the current PUD in 2005, the adoption of the Denver Zoning Code in 2010 introduced the S-SU-D zone district as an appropriate zone district for

Single Family Residential concept land use areas. At the time of PUD 579, the S-SU-D zone district was not available nor was some of the built-in flexibility for child-care uses that the Denver Zoning Code now offers. The eastern 15-ft. portion of the PUD has changed in use and become a driveway for the property located at 5080 West Vassar Avenue and therefore has been a change to “the land,” which the rezoning would better recognize.

In general, Denver and the region has seen an increase in demand for child-care services as a result of the increase in the population and specifically children. According to *The Status of Denver’s Children: A Community Resource 2017*, there has been an increase of children under the age of 18 by four percent across the city with Harvey Park and surrounding neighborhoods seeing even greater increases of 26-34% (p. 22). The report also states that the “U.S. Census Bureau estimates 65 percent of Denver children age five and younger had all available parents in the labor force in 2015. This means that approximately 34,000 young children in Denver needed care during the day while their parents work. There are approximately 23,500 licensed child care slots in day care centers, day care homes, and preschools in Denver” (p. 78). Therefore, there is not only a current shortage of child care centers, but a growing demand for the growth and expansion of these centers to meet the existing needs of Denver’s families. Accordingly, Sec. 12.4.10.8.A.4 is an appropriate justifying circumstance for the proposed rezoning.

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

The requested S-SU-D zone district is within the Suburban Neighborhood Context. The neighborhood context generally consists of single-unit and multi-unit residential, commercial strips and centers, and office parks. Commercial buildings are often separated from residential. The context consists of an irregular pattern of block shapes. Building height is typically low, except for some mid- and high-rise structures, particularly along arterial streets. The subject site and the surrounding neighborhood are consistent with the layout, use mix, and characteristics of this suburban neighborhood context.

The general purpose of the residential districts is to promote and protect residential neighborhoods within the character of the Suburban Neighborhood Context. These standards recognize common residential characteristics within the Suburban Neighborhood Context but accommodate variation by providing a range of Residential Zone Districts. The regulations provide certainty to property owners, developers, and neighborhoods about the limits of what is allowed in a residentially-zoned area. These regulations are also intended to reinforce desired development patterns in existing neighborhoods while accommodating reinvestment.

The specific intent of the zone district is to allow for suburban houses with a minimum zone lot area of 6,000 square feet. The existing building would be subject to the standards of the suburban house building form standards and would therefore be consistent with the zone district purpose and intent statements.

### Attachments

1. Application
2. Existing PUD 579

## Zone Map Amendment (Rezoning) - Application

PROPERTY OWNER INFORMATION*		PROPERTY OWNER(S) REPRESENTATIVE**	
<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION		<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION	
Property Owner Name	TKM Properties, LLC	Representative Name	Gretchen Williams
Address	2490 S. Harlan St.	Address	484 Gilpin Street
City, State, Zip	Lakewood, CO 80227	City, State, Zip	Denver, CO 80218
Telephone	303-985-2274	Telephone	303-394-4123
Email	tmaxt@earthlink.net	Email	gretchen.williams1@mygait.com
<p><b>*If More Than One Property Owner:</b>            All standard zone map amendment applications shall be initiated by all the owners of at least 51% of the total area of the zone lots subject to the rezoning application, or their representatives authorized in writing to do so. See page 3.</p>		<p><b>**Property owner shall provide a written letter authorizing the representative to act on his/her behalf.</b></p>	
<p>Please attach Proof of Ownership acceptable to the Manager for each property owner signing the application, such as (a) Assessor's Record, (b) Warranty deed or deed of trust, or (c) Title policy or commitment dated no earlier than 60 days prior to application date.</p>			
SUBJECT PROPERTY INFORMATION			
Location (address and/or boundary description):	2600 S. Sheridan Blvd., Denver, CO 80227		
Assessor's Parcel Numbers:	05304-06-018-000		
Area in Acres or Square Feet:	55,200 SF		
Current Zone District(s):	PUD 579		
PROPOSAL			
Proposed Zone District:	S-SU-D		
Does the proposal comply with the minimum area requirements specified in DZC Sec. 12.4.10.3:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

**REVIEW CRITERIA**

<p>General Review Criteria: The proposal must comply with all of the general review criteria 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>Please provide an attachment describing relevant adopted plans and how proposed map amendment is consistent with those plan recommendations; or, describe how the map amendment is necessary to provide for an unanticipated community need.</p> <p><input 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>
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<p>Additional Review Criteria for Non-Legislative Rezoning: The proposal must comply with both of the additional review criteria DZC Sec. 12.4.10.8</p>	<p><b>Justifying Circumstances - One of the following circumstances exists:</b></p> <p><input checked="" type="checkbox"/> The existing zoning of the land was the result of an error.</p> <p><input type="checkbox"/> The existing zoning of the land was based on a mistake of fact.</p> <p><input type="checkbox"/> The existing zoning of the land failed to take into account the constraints on development created by the natural characteristics of the land, including, but not limited to, steep slopes, floodplain, unstable soils, and inadequate drainage.</p> <p><input type="checkbox"/> The land or its surroundings has changed or is changing to such a degree that it is in the public interest to encourage a redevelopment of the area to recognize the changed character of the area.</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>Please provide an attachment describing the justifying circumstance.</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>Please provide an attachment describing how the above criterion is met.</p>
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**REQUIRED ATTACHMENTS**

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

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

**ADDITIONAL ATTACHMENTS**

Please identify any additional attachments provided with this application:

- Written Authorization to Represent Property Owner(s)

Please list any additional attachments:

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

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

Property Owner Name(s) (please type or print legibly)	Property Address City, State, Zip Phone Email	Property Owner Interest % of the Area of the Zone Lots to Be Rezoned	Please sign below as an indication of your consent to the above certification statement (must sign in the exact same manner as title to the property is held)	Date	Indicate the type of ownership documentation provided: (A) Assessor's record, (B) warranty deed or deed of trust, (C) title policy or commitment, or (D) other as approved	Property owner representative written authorization? (YES/NO)
<b>EXAMPLE</b> 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)	NO
TKM Properties, LLC	2600 S. Sheridan Blvd. Denver, CO 80227	100%	<i>Thomas D. Maxwell</i> <i>Kathleen A. Maxwell/gfw</i>	2/3/17		Yes



## LEGAL DESCRIPTION

2600 S. SHERIDAN BLVD.

Lots 1 and 2, Block 1, RESUBDIVISION OF LAKERIDGE, according to the recorded plat thereof, EXCEPT that part described as follows:

Beginning at a point 1959.7 feet North and 46 feet East of the Southwest corner of Section 30, Township 4 South, Range 68 West (which point is 30 feet North and 15 feet East of the Northwest corner of Lakeridge as originally platted); thence North parallel to the West line of said Section a distance of 25 feet; thence East at right angles 25 feet; thence South 25 feet; thence West 25 feet to the Point of Beginning, City and County of Denver, State of Colorado.

ACTION: R SCREEN: PUBL USERID: CIEL 01/27/17 10:12:05 AM

----- PUBLIC INFORMATION -----

JURISDICTION= DC YR= 2017 RL= RE PARCEL= 05304-06-018-000 PIN=

----- NAME AND ADDRESS INFORMATION -----+----- LEGAL DESCRIPTION -----

TKM PROPERTIES LLC | RESUB OF LAKERIDGE B1 L1 & 2  
| EXC PT TO PUBLIC SERVICE CO

2490 HARLAN ST S  
LAKEWOOD CO 80227-4020

SITUS ADDRESS

2600 SHERIDAN BLVD S  
DENVER STAT/COMP: A COMPLETE

PC:

-----ASSESSMENT INFORMATION-----+-----PRIOR YEAR ASSESSMENT-----

TOTAL	LAND	IMPS	ACTUAL	TOTAL	LAND	IMPS
			1,255,200	486,400	768,800	
			364,010	141,060	222,950	
			EXEMPT	0		
			TAXABLE	364,010		

RECEPTION: 20081 59512 RECP DATE: 20081121 INSTRUMENT: QC PIN: 161655706  
TAX DIST: DENVER PROP CLASS: ZONING: SSU SREX: N  
RES SQ FT: YEAR BUILT: 1966 COMM SQ FT: 14,526 MODEL: 19  
RES BSMT: BEDROOMS: COMM BSMT: 2,801  
FIN BSMT: BATHS F/H: LAND SQ FT: 55,200

**TKM PROPERTIES, LLC**  
**2490 So. HARLAN ST. LAKEWOOD, CO 80227**

2/4/17

Rezoning

Denver Community Planning & Development

201 W. Colfax Ave.

Denver, CO 80202

RE: TKM Properties, Inc.

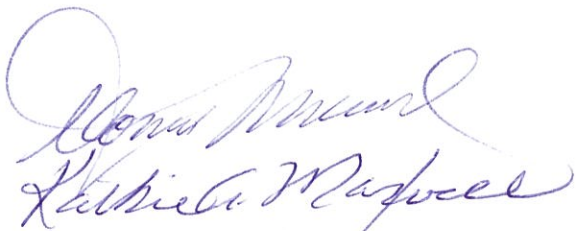
Property Location: 2600 So. Sheridan Blvd.

Denver, CO 8227

TKM Properties, Inc. is requesting a zoning change on the property noted above. The process has begun and all documentation has been submitted to date. Gretchen Williams has been invaluable to us in this process. We are currently out of the city for a period of time, and have asked Gretchen if she would continue this process on our behalf.

We wish to advise that Gretchen Williams has agreed to pursue this on our behalf and we request that she be allowed to handle the process going forward and keeping us apprised. This letter authorizes her to proceed on our behalf.

Thank you.



Thomas D. Maxwell and Kathie A. Maxwell

TKM Properties, Inc.



**For this Record...**

- Filing history and documents
- Get a certificate of good standing
- File a form
- Subscribe to email notification
- Unsubscribe from email notification

- Business Home
- Business Information
- Business Search

- FAQs, Glossary and Information

## Summary

Details			
<b>Name</b>	TKM Properties, LLC		
<b>Status</b>	Good Standing	<b>Formation date</b>	08/18/2008
<b>ID number</b>	20081439064	<b>Form</b>	Limited Liability Company
<b>Periodic report month</b>	August	<b>Jurisdiction</b>	Colorado
<b>Principal office street address</b>	2490 South Harlan St., Lakewood, CO 80227, United States		
<b>Principal office mailing address</b>	n/a		

Registered Agent	
<b>Name</b>	Tom Maxwell
<b>Street address</b>	2490 South Harlan St., Lakewood, CO 80227, United States
<b>Mailing address</b>	n/a

- [Filing history and documents](#)
- [Get a certificate of good standing](#)
- [Get certified copies of documents](#)
- [File a form](#)
- [Set up secure business filing](#)
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**QUIT CLAIM DEED**

**THIS DEED**, made this 10th day of March 2006 between:

Children's Haven Child Care Center, a Colorado nonprofit corporation  
 of the City and \*County of Denver and State of Colorado, grantor(s), and  
 Kathleen A. Maxwell and Thomas A. Maxwell

whose legal address is 2490 South Harlan Street, Lakewood, CO 80227

of the City and \*County of Denver and State of Colorado, grantee(s),

**WITNESS**, that the grantor(s), for and in consideration of the sum of **Ten Dollars and other good and valuable services** DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUIT CLAIMED, and by these presents does remise, release, sell and QUIT CLAIM unto the grantee(s), it's heirs, successors and assigns forever, all the right, title, interest, claim and demand which the grantor(s) has in and to the real property, together with improvements, if any, situate, lying and being in the \*City and County of Denver and State of Colorado, described as follows:

Lots 1 and 2, Block 1, Resubdivision of Lakeridge,  
 According to the recorded plat thereof, except that part described as follows:  
 Beginning at a point 1959.7 feet North and 46 feet East of the Southwest corner of Section 30, Township 4 South, Range 68 West (which point is 30 feet North and 15 feet East of the Northwest corner of Lakeridge as originally platted); Thence North parallel to the West line of said Section a distance of 25 feet; thence East at right angles 25 feet; thence South 25 feet; thence West 25 feet to the Point of Beginning,  
 City and County of Denver,  
 State of Colorado.

Also known by street and number as: 5100 West Vassar Avenue aka 2600 S Sheridan Blvd., Denver, CO 80227  
 Assessor's schedule or parcel number: 05304-06-018-000

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor(s), either in law or equity, to the only proper use, benefit and behoof of the grantee(s) **their** heirs and assigns forever.

**IN WITNESS WHEREOF**, the grantor(s) has executed this deed on the date set forth above.

Children's Haven Child Care Center,  
 a Colorado nonprofit corporation

By: *Thomas D. Maxwell*  
 Thomas D. Maxwell, President

By: \_\_\_\_\_

By: \_\_\_\_\_  
 STATE OF COLORADO )  
 ) ss.  
 COUNTY OF JEFFERSON )

By: \_\_\_\_\_

The foregoing instrument was acknowledged before me this 10th day of March 2006, by Thomas D. Maxwell as President for Children's Haven Child Care Center, a Colorado nonprofit corporation.

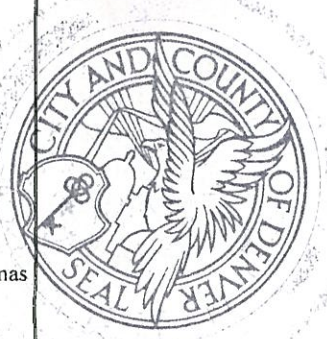


Witness my hand and official seal.  
 My commission expires: 12/06/2007  
*Kathleen M. Engstrom*  
 Notary Public: Kathleen M. Engstrom

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)  
 No. 933 Rev. 4-94. QUIT CLAIM DEED

**CITIZENSHIP**  
 The Clerk and Recorder for the CITY AND COUNTY OF DENVER State of Colorado does hereby certify this document to be a full, true and correct copy of the original document recorded in my office.

Clerk and Recorder  
 Deputy County Clerk  
 Date 2/8/07

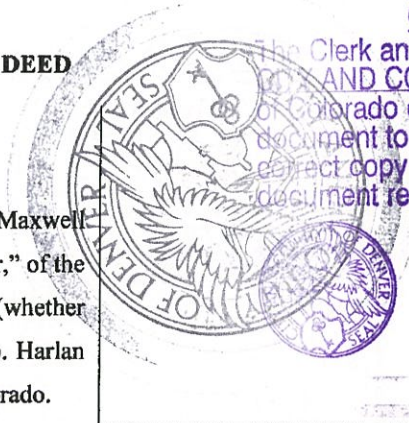


**QUIT CLAIM DEED**

**CERTIFICATION**

The Clerk and Recorder for the CITY AND COUNTY OF DENVER State of Colorado does hereby certify this document to be a full, true and correct copy of the original document recorded in my office.

Clerk and Recorder  
by Tracy Alton  
Deputy County Clerk  
Date 2/8/17



**THIS DEED** is dated 11/19/08, and is made between Thomas D. Maxwell and Kathleen A. Maxwell (whether one, or more than one), the "Grantor," of the County of Jefferson, State of Colorado, and TKM Properties, LLC (whether one, or more than one), the "Grantee," whose legal address is 2400 So. Harlan St., Lakewood, CO 80227 of the County of Jefferson and State of Colorado.

**WITNESS**, that the Grantor, for and in consideration of the sum of Ten DOLLARS, (\$10.00), the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the Grantee, and the Grantee's heirs and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with any improvements thereon, located in the County of Denver and State of Colorado, described as follows:

**Resub of Lakeridge B1 L1 & 2 Exc Pt to Public Service CO**

also known by street address as: 2600 So. Sheridan Blvd., Denver, CO 80227 and assessor's schedule or parcel number: 0530406018000

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, and the Grantee's heirs and assigns, forever.

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

[Signature]  
THOMAS D. MAXWELL 11/19/08

[Signature]  
Kathie A. Maxwell | 11-19-08

STATE OF COLORADO )  
County of Denver ) ss.

The foregoing instrument was acknowledged before me this 19 day of November, 2008, by Thomas D Maxwell  
Kathie A Maxwell

Witness my hand and official seal.  
My commission expires: 7/14/2010

[Signature]  
Notary Public

ALEX LEVICKI  
NOTARY PUBLIC  
STATE OF COLORADO  
My Commission Expires 7/14/2010

Document certified by denver.county.clerk@colorado.gov

2008159512

Page: 1 of 1

**Certified and Digitally Signed**



City & County of Denver GCD

Clerk and Recorder for the CITY AND COUNTY OF DENVER, State of Colorado, does hereby certify this document to be a full, true, and correct copy of the original document recorded in my office.



Validation may require Adobe 'Windows Integration'



2015142539

Page: 1 of 4  
D \$0.00

**WHEN RECORDED MAIL TO:**

Bank of the West  
520 Main Ave  
Fargo, ND 58124

**SEND TAX NOTICES TO:**

TKM PROPERTIES, LLC  
2490 S HARLAN ST  
LAKEWOOD, CO 80227

**FOR RECORDER'S USE ONLY**

**ASSIGNMENT OF RENTS**

THIS ASSIGNMENT OF RENTS dated September 23, 2015, is made and executed between TKM PROPERTIES, LLC, a Colorado limited liability company, whose address is 2490 S HARLAN ST LAKEWOOD, CO 80227 (referred to below as "Grantor") and BANK OF THE WEST, whose address is 215 S. Wadsworth Blvd, Lakewood, CO 80226 (referred to below as "Lender").

**ASSIGNMENT.** For valuable consideration, Grantor hereby assigns, grants a continuing security interest in and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in DENVER County, State of Colorado:

**LOTS 1 AND 2, BLOCK 1, RESUBDIVISION OF LAKERIDGE, ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPT THAT PART DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT 1959.7 FEET NORTH AND 46 FEET EAST OF THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 68 WEST (WHICH POINT IS 30 FEET NORTH AND 15 FEET EAST OF THE NORTHWEST CORNER OF LAKERIDGE AS ORIGINALLY PLATTED); THENCE NORTH PARALLEL TO THE WEST LINE OF SAID SECTION A DISTANCE OF 25 FEET; THENCE EAST AT RIGHT ANGLES 25 FEET; THENCE SOUTH 25 FEET; THENCE WEST 25 FEET TO THE POINT OF BEGINNING, CITY AND COUNTY OF DENVER STATE OF COLORADO**

The Property or its address is commonly known as 2600 SOUTH SHERIDAN BOULEVARD, DENVER, CO 80227. The Property tax identification number is 5304-06-018.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that:

**Ownership.** Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

**Right to Assign.** Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

**No Prior Assignment.** Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

**No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

**LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS.** Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

**Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

**Enter the Property.** Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

**Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair, to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

**Compliance with Laws.** Lender may do any and all things to execute and comply with the laws of the State of Colorado and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

**Lease the Property.** Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.



Handwritten signature and date: 10/15/2017  
Clerk and Recorder  
by [Signature]  
Deputy County Clerk  
Date



Document certified by denver.county.clerk@propertyinfo.com.

**Certified and Digitally Signed**

Validation may require Adobe Windows Integration  
2016I-00049

The Clerk and Recorder for the CITY AND COUNTY OF DENVER, State of Colorado, does hereby certify this document to be a full, true, and correct copy of the original document recorded in my office.



February 10, 2017 Fees waived per DZC 12.3.3.4

**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 000000034

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**Other Acts.** Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

**No Requirement to Act.** Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

**APPLICATION OF RENTS.** All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

**FULL PERFORMANCE.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default on Other Payments.** Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

**Environmental Default.** Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Property Damage or Loss.** The Property is lost, stolen, substantially damaged, sold, or borrowed against.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the





**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 000000034

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Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver. Receiver may be appointed by a court of competent jurisdiction upon ex parte application and without notice, notice being expressly waived.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Attorneys' Fees; Expenses.** If Lender forecloses or institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Assignment:

**Amendments.** This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Caption Headings.** Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

**Governing Law.** This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Colorado.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Jefferson County, State of Colorado.

**Merger.** There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Interpretation.** (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Powers of Attorney.** The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

**Successors and Assigns.** Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Assignment.

**Waive Jury.** All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Colorado as to all Indebtedness secured by this Assignment.

**Waiver of Right of Redemption.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

The Clerk and Recorder for the CITY AND COUNTY OF DENVER, State of Colorado, does hereby certify this document to be a full, true, and correct copy of the original document recorded in my office.



ASSIGNMENT OF RENTS (Continued)

Loan No: 000000034

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DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means TKM PROPERTIES, LLC.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means TKM PROPERTIES, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means BANK OF THE WEST, its successors and assigns.

Note. The word "Note" means the promissory note dated September 23, 2015, in the original principal amount of \$300,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

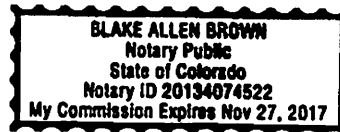
THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON SEPTEMBER 23, 2015.

GRANTOR:

TKM PROPERTIES, LLC
By: Thomas D Maxwell, Member of TKM PROPERTIES, LLC
By: Kathleen A Maxwell, Member of TKM PROPERTIES, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

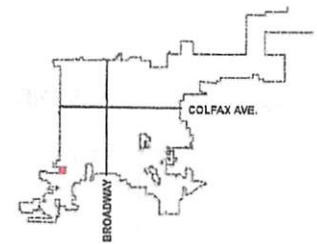
STATE OF Colorado )
COUNTY OF Jefferson )



On this 25th day of September, 2015, before me, the undersigned Notary Public, personally appeared THOMAS D MAXWELL, Member of TKM PROPERTIES, LLC and KATHLEEN A MAXWELL, Member of TKM PROPERTIES, LLC, and known to me to be members or designated agents of the limited liability company that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Assignment and in fact executed the Assignment on behalf of the limited liability company.

By: [Signature] Residing at Lakewood-Wadsworth 21154
Notary Public in and for the State of Colorado My commission expires 11/27/17





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	SW_064	SW_065
SW_114	SW_077	SW_076

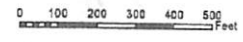
Surrounding Mapsheets

### City and County of Denver Zoning Map

QUARTER SECTION: SW\_064



Scale 1" = 200'  
When printed at 17"x22"



Mar 17, 2016  
City and County of Denver  
Community Planning and Development  
Geographic Information Systems

Disclaimer: The City and County of Denver shall not be liable for damages of any kind arising out of the use of this information. The information is provided "as is" without warranty of any kind, express or implied, including, but not limited to, the fitness for a particular use. This map is a reproduction of the proposed official zoning map for the City and County of Denver, filed with the Denver City Clerk on May 20, 2016.

S-CC-3X



W HARVARD AVE

S-SU-D

HARVEY PARK ADD.  
FILING NO. 12

PUD 579

S ZENOBIAS ST

S YATES ST

W. VASSAR AVE.

S XAVIER ST

S WOLFF ST

S SHERIDAN BLVD

RESUB. OF LAKE RIDGE  
W. LAKE RIDGE RD.

-WAY

**ATTACHMENT  
ZONE MAP AMENDMENT NARRATIVE  
2600 SOUTH SHERIDAN BOULEVARD  
May 1, 2017 (revised)**

**1. OVERVIEW (Revised)**

This request is to rezone the property located at 2600 S. Sheridan Boulevard from Planned Unit Development (PUD) 579 to S-SU-D. PUD 579 was adopted under the Former Denver Zoning Code because the existing (and current) use, Children's Haven Day Care facility, was not allowed in the then-existing former R-1 zone district.

While the PUD could remain in place with the existing use, the eastern 22 feet of the lot has long been used as access for the adjacent residential property at 5080 W. Vassar Avenue, per friendly agreement between the two property owners. However, this arrangement is not allowed by the City and needs to be rectified. The property owners are discussing transfer of this strip to the owners of 5080 W. Vassar and execution of a Zone Lot Amendment. The property used for access cannot be transferred to the adjacent property owner while it is zoned PUD 579. It must be rezoned to S-SU-D to match the existing zoning of 5080 W. Vassar. This application is to rezone the entire Sheridan Blvd. property from PUD 579 to S-SU-D in order to resolve this issue.

The requested S-SU-D zoning for 2600 S. Sheridan allows the existing day care facility and also ensures that any redevelopment would have to be allowed under S-SU-D, in keeping with the larger neighborhood. Any proposed use not allowed under S-SU-D would require a full rezoning application and public review process.

This request is a straight-forward request made in order to resolve an issue, will not change any current uses, and will not have any negative impact on the neighborhood. This change will enhance the neighborhood by bringing properties into compliance with City policies. It also furthers the City's goal of adopting zoning classifications created in its new zoning code to replace current Planned Unit Developments.

**2. MINIMUM AREA REQUIREMENTS**

The subject property contains 55,200 square feet. However, since the subject property is proposed to be zoned S-SU-D, the same classification as the adjacent property, the minimum area requirement does not apply in this case, under the allowed exemption under Denver Zoning Code section 12.4.10.3.B.2, which states:

*The subject property is adjacent to the same zone district designation sought for the subject property (for example, the subject property seeks a rezoning to G-MU-5 and is adjacent to property already zoned G-MU-5). For the purpose of this provision, adjacency shall not be destroyed by the existence of a dedicated public right-of-way.*

### 3. CONSISTENCY WITH ADOPTED PLANS

The City has not adopted a neighborhood plan for this area. However, the proposed rezoning is consistent with adopted plans covering this area: *Comprehensive Plan 2000* and *Blueprint Denver*, the City's Land Use and Transportation Plan. These plans recognize the Harvey Park neighborhood as an Area of Stability with the predominant use of single-family residential. The requested rezoning is consistent with these plans.

#### **Blueprint Denver, Chapter 1, Introduction, Page 5**

*Blueprint Denver will outline the specific steps that must be taken to achieve the Plan 2000 vision. There are several key concepts that are central to Blueprint Denver's successful implementation. The plan will direct growth to Areas of Change and manage and limit change in Areas of Stability. **Areas of Stability** include the vast majority of Denver and **are primarily the fairly stable residential neighborhoods where minimal change is expected during the next 20 years.** The goal is to maintain the character of these areas yet accommodate some new development and redevelopment to prevent stagnation. Meanwhile, the vast majority of new development will be funneled to areas that will benefit from and thrive on an infusion of population, economic activity and investment. These are Areas of Change.*

The subject property is within an Area of Stability. The requested rezoning is consistent with the adopted plans in that the requested S-SU-D zoning is the same zoning classification as that of the larger Harvey Park residential neighborhood. This rezoning will in no way change the residential nature of the neighborhood.

In fact, the proposed rezoning will facilitate sale of the land used for access for the adjacent residential property which will enhance the character of the neighborhood by creating legal access to a residential property and ensuring that any redevelopment of the land currently zoned PUD 579 and being rezoned to S-SU-D will be appropriate to the neighborhood.

### 4. UNIFORMITY OF DISTRICT REGULATIONS AND RESTRICTIONS

The proposed zoning will create consistency of regulations by conforming the zoning of the subject property with the S-SU-D zoning of the rest of the Harvey Park neighborhood. It will provide the proper zoning of the land used for access to the adjacent residential parcel, which is currently zoned S-SU-D. It will also facilitate the potential sale of that access strip to the adjacent owners who have been using it as residential access by mutual agreement with the owners of the subject property.

### 5. PUBLIC HEALTH, SAFETY AND GENERAL WELFARE (Revised)

The proposed rezoning furthers the general health, safety and welfare of the neighborhood. The rezoning will conform the zoning classification of the residential property at 5080 W. Vassar Ave. and the land used for its access, both of which will be zoned S-SU-D after the proposed rezoning is approved. Then transfer of the land to the owners of the adjacent residential property and the necessary Zone Lot Amendment will resolve a longstanding situation that should be rectified.

The requested rezoning will replace the existing PUD and bring the subject property into conformance with the broader Harvey Park Neighborhood, most of which is zoned S-SU-D. Since there are no planned modifications to any of the existing structures, the rezoning poses no health, safety, crime or environmental hazards.

## **6. JUSTIFYING CIRCUMSTANCES (Revised)**

The proposed rezoning is the result of changed and changing circumstances. The adoption of the new Denver Zoning Code offers newly created zone districts that recognize changing needs and expectations. The S-SU (Suburban-Single Unit) district, while still predominately residential, offers a slightly broader array of uses in recognition of the need for these types of services in proximity to residential uses. One of the non-residential uses considered supportive of and compatible with neighborhoods is child care facilities.

Much of the Harvey Park Neighborhood was rezoned S-SU in the Citywide rezoning after adoption of the new code. However, the subject property, being zoned PUD, was not included in that broad rezoning. The plan was to handle rezoning of PUD-zoned properties individually over time due to complexities involved in many PUD districts. The subject PUD at 2600 S. Sheridan is not complex, and now it should be rezoned to the S-SU-D to conform to the broader Harvey Park Neighborhood. The rezoning is also necessary to accommodate the required Zone Lot Amendment between the subject property and its adjacent S-SU-D zoned neighboring lot.

While compatible with and supportive of the neighborhood, the existing day care facility also provides a buffer between the single-family residential area and the increasing traffic along S. Sheridan, another changing condition consequent of the changing (i.e. growing) population in Denver and Jefferson County. And this population growth is another changing condition supporting the need for the child care Children's Haven provides.

## **7. CONSISTENCY WITH NEIGHBORHOOD CONTEXT (Revised)**

The Denver Zoning Code is organized by Neighborhood Context, each of which establishes standards for compatible development. Neighborhood contexts are distinguished from one another by their physical and functional characteristics, including such items as street and alley and block patterns; building placement and height; diversity, distribution and intensity of land uses; and diversity of mobility options.

The Suburban Context is generally characterized by curving streets, predominately single family residential, and small shopping centers and other non-residential uses along the busier streets. This description depicts the Harvey Park Neighborhood and the subject parcel excellently. And the proposed rezoning will change nothing contextual in the neighborhood. No physical changes will occur as a result of the proposed zoning classification change. The 22-foot-wide access for 5080 W. Vassar is even already outside of the fence encompassing much of the subject property at 2600 S. Sheridan.

The existing child care facility will remain as it has been for years as part of the neighborhood context. The property will continue to act as a buffer for the residential neighborhood from the busy Sheridan Blvd. corridor. With the proposed S-SU-D zoning in place, any future changes on the property must be consistent with the neighborhood context.

## **8. SUMMARY (Revised)**

This application seeks to rezone PUD 579, which was adopted to facilitate the existing child care facility not allowed in the then-existing former R-1 zoning classification. The proposed S-SU-D zoning will conform the zoning of this property to that of most of the neighborhood. The change to S-SU-D will also allow for the necessary Zone Lot Amendment between this property and 5080 W. Vassar due to an existing access issue.

The requested S-SU-D zoning is consistent with adopted plans. It is also consistent with the broader Harvey Park Neighborhood, which is largely zoned S-SU-D. The proposed rezoning will not result in any physical changes, and it will remedy the outstanding issue of access to the residential property on Vassar Ave. It also furthers the City's goal of adopting new zoning classifications to replace the older PUD zoning.

The applicant respectfully requests that the Denver Department of Community Planning & Development recommend approval of the proposed rezoning to the City Council.

The applicant further respectfully requests that City Council approve the rezoning request based on the necessity of conforming the zoning classification with the larger Harvey Park residential neighborhood, which is zoned S-SU-D.

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# Application For Zone Map Amendment

City and County of Denver  
Zoning Administration

201 W. Colfax Avenue, Dept. 205  
Phone: 720-865-3000 Fax: 720-865-3057

1. Application Number

4775

2. Date Submitted

7/27/05

3. Fee

\$1500.00

4. Applicant (attach completed ownership information sheet)

Children's Haven Child Care Center, c/o Kathie A. Maxwell, Thomas D. Maxwell

5. Address

2600 S. Sheridan Blvd.  
Denver, CO 80219

6. Phone Number

303-985-2274

7. Interest

Owners

8. Contact Person

Kathie A. Maxwell

9. Contact Person's Address

2490 S. Harlan St.  
Lakewood, CO 80227

10. Contact's Phone Number

303-985-2274

11. Location of proposed change

2600 S. Sheridan Blvd., Denver, CO 80219

12. Legal Description of property: (If Legal Description is lengthy, Please attach additional Sheet. If your text does not fit in the lot, block and addition form fields use the form field under the asterisk)

Lots:

Block:

Addition:

\* (see attached exhibit)

13. Area of subject property.

55,400 sq. ft. 1.272 acres

14. Present Zone.

R-1

15. Proposed Zone

PUD

16. Describe the nature and effect of the proposed amendment.

To operate a non-profit child care center that will serve the lower income families, teen parents as well as the surrounding community. Children's Haven Child Care Center will accept CCCAP enrollment. (anticipated enrollment between 60%-70% of total enrollment.) Current zoning requires a church presence. It is the desire of Children's Haven to provide such services without the requirement of a church presence.

17. Explain in detail the legal basis for the proposal: either (a) the error in the map as approved by City Council, or (b) the changed or changing conditions that make the map amendment necessary.

Changing Conditions:

There is a trend for churches to also serve as child care centers to provide a needed service to the community. Certain child care centers find it to be a hardship to face closure if the child care center is not operated as an accessory use to a church.

18. State the land use and development proposed for the property to be rezoned. Include the time schedule (if any) for development.

As of this date, R1 permits daycare operating within a church and even though it will be operating within a church, families need assurances that their service will be available regardless of church existence. The land and building use is already developed as a church/child care center. Children's Haven Child Care Center wants to be able to operate without a church presence. It is the applicant's intention to have the building continuously function as a church.

19. List all the attached exhibits

Site Survey (Exhibit A)  
Existing Conditions Map (Exhibit B)  
District Plan Map (Exhibit C)

20. Applicant's signature.

**1. SCHEDULE**

- a. Date of pre-application conference 9/23/04.  
City representative(s) present Doug Hendrixson & Doug Jones.
- b. Submittal date of preliminary application 1/20/05.
- c. Submittal date of completed application (see attached).
- d. Application is scheduled for a:
  - Planning Board Hearing on (see attached).
  - Planning Office Hearing on (see attached).
  - Planning Staff Review.

**2. DESCRIPTION OF PLANNED UNIT DEVELOPMENT (PUD)**

The use of terms "Article" or "Section" refer to portions of the Revised Municipal Code of the City and County of Denver. It is required that the current terms and uses already defined in Section 59-2 of the Zoning Ordinance be used in describing this proposal. Terms like "retail" or "light industrial" require further definition. Gross floor area shall include interior balconies and mezzanines, but shall not include parking garages, any story of a building where at least seventy-five percent (75%) of that floor is occupied by mechanical equipment or any story where the ceiling is less than four (4) feet above grade. Attach additional sheets if necessary.

**a. MAXIMUM GROSS FLOOR AREA FOR EACH PROPOSED USE**

	Use	Maximum Square Feet
A.	Church and/or Child Care Center	14,526
B.	Permitted uses in accordance with Sec. 59-117-119 pertaining to the R-1 Zone District. Permitted development in accordance with Sec. 59-120-126 pertaining to the R-1 Zone District	
	Total Square Feet	14,526

**MAXIMUM FLOOR AREA RATIO (F.A.R) 26 : 1.**

The floor area ratio is the ratio between the gross floor area of a building to the area of the zone lot on which the building is constructed. NOTE: Land area dedicated for public streets is not included in the area of the zone lot.

**MAXIMUM NUMBER OF DWELLING UNITS: 0.**

**MAXIMUM NUMBER OF DWELLING UNITS PER ACRE 0.00 D.U./AC.**

**b. LAND COVERAGE BY BUILDINGS AND IMPERVIOUS SURFACES**

	<b>SQUARE FT</b>	<b>% OF SITE AREA</b>
Maximum area of building coverage (including garage(s) and all other accessory structures):	14,526	26.2
Maximum area of drives and parking:	23,457	42.3
Maximum area of other impervious surfaces:	8,642	15.6
<b>MAXIMUM TOTAL OF BUILDING AND IMPERVIOUS SURFACES</b>	<b>46,625</b>	<b>84.2</b>

**c. LANDSCAPED AND/OR PERMEABLE AREAS**

	<b>SQUARE FEET</b>	<b>% OF SITE AREA.</b>
Minimum area of live or organic landscaped lot coverage:	5,892	10.6
Approximate area of non-live material coverage (graveled or other areas with permeable surfaces):	2,573	4.7
<b>MINIMUM TOTAL OF LANDSCAPED AND/OR PERMEABLE AREAS:</b>	<b>8,765</b>	<b>15.8</b>

**d. PROJECT AREA TOTALS (totals of "b" and "c" above)**

	<b>SQUARE FEET</b>
Building and impervious surfaces:	46,625
Landscaped and/or permeable areas:	8,765
<b>TOTAL SITE AREA: (This area must equal the site area listed on page 1)</b>	<b>55,400</b>

**e. SETBACKS**

The minimum setbacks for buildings are shown on the District Plan. A building envelope may be used to graphically depict the minimum setbacks required.

North:	<u>20'-0"</u>	OR	Front:	_____ feet
South:	<u>8'-4"</u>		Rear:	_____ feet
East:	<u>166'-4"</u>		Side:	_____ feet
West:	<u>67'-0"</u>			

The minimum spacing between buildings shall be 50 feet

Permitted encroachments into the minimum setbacks for buildings shall conform to Section 59 – 119 (2) (d) of the R1 zone district.



Does this P.U.D. comply with the use and maintenance requirements of Section 59-585(2)-(9)? Yes  No

Do the parking spaces and/or aisles in this P.U.D. comply with the requirements of Section 59-586, Chart No. 1?  Yes  No. If **no** complete the following section:

PARKING SPACE

Universal space dimensions	<u>8'-6" X 17'-6"</u>
Compact space dimensions	<u>N/A</u>
Large space dimensions	<u>N/A</u>
Ratio of compact spaces to large spaces	<u>N/A</u>

DRIVING AISLES

Aisle widths	<u>24' Entry widths, 23' Drive isle widths</u>
Angle of stalls	<u>90 degrees</u>

Will this project contain parking for bicycles? No  If yes, bicycle parking requirements shall be N/A. Will this (these) bicycle parking area(s) comply with the rules and regulations for dimensional and equipment standards of Section 59-582(e)? No  If not, bicycle parking fixtures and locations shall be approved by the City Bicycle Planner (720-865-2453).

**h. OFF-STREET LOADING**

This project contains 0 off-street loading space(s). Will this (these) space(s) conform with dimensions required in Section 59-599? N/A. If not, off-street loading space dimension requirements shall be: N/A.

**i. SURFACE DRAINAGE**

The rules and regulations of the Wastewater Management Division will require certain design and construction considerations to control surface water runoff. Does the site contain a flood hazard area as identified by the Federal Emergency Management Agency? No  Does the site contain wetland areas? No  For assistance in answering these questions, contact the Wastewater Management Division at 303-446-3400.

**j. INTERIOR STREETS, DRIVES, PARKING AREAS AND PEDESTRIAN WALKWAYS**

Interior streets, drives, parking areas and pedestrian walkways within the P.U.D. district, if any, are shown on the District Plan.

**k. EASEMENTS**

Existing and/or proposed utility and/or access easements are shown on the District Plan or are located as follows: (See District Plan).

**l. LANDSCAPING AND BUFFERING**

Areas to be landscaped must be shown on the District Plan. However, a more detailed landscaping plan may be required by the Planning Office as a part of this application. All foliage shall be maintained in a healthy, growing and safe condition. NOTE: A detailed landscaped plan is required as a part of the site plan review phase after the rezoning is approved.

NUMBER OF EXISTING TREES: 5

MINIMUM NUMBER OF TREES TO BE PLANTED: 5

On private property: 3

On public right of way or in tree lawns: 2

If street trees are proposed or required in the public right-of-way, such trees shall be installed in accordance with the requirements of the City Forester (303-964-2480). If street tree plantings are required within the right-of-way of a state highway, contact the Colorado Department of Transportation for approval (303-757-9930).

MINIMUM SIZE OF TREES AT TIME OF PLANTING:

Evergreens/Coniferous (height): N/A

Deciduous (caliper): 2-1/2"

Ornamental (caliper): N/A

MINIMUM % OF EVERGREEN OR CONIFEROUS TREES: 0%

MINIMUM NUMBER OF SHRUBS TO BE PLANTED ON PRIVATE PROPERTY: 30

MINIMUM SIZE OF CONTAINER AND HEIGHT AND/OR SPREAD REQUIREMENTS FOR PLANTED SHRUBS: 5 GALLON CONT.

Does the proposed P.U.D. comply with parking lot landscaping requirements of Section 59-585(11) NO- SEE WRITTEN STATEMENT.

All foliage shall be maintained in a healthy, growing and safe condition.

**FENCES AND/OR WALLS\***

The height of fences and/or walls which may be built in the P.U.D. district, except for the front setback space, shall be a minimum of 6 feet and a maximum of 6 feet

The height of fences and/or walls which may be built within the P.U.D. district front setback space shall be a minimum of 2 feet and a maximum of 4 feet

Size and types of materials permitted for such fences and/or walls are shown on the District Plan. Fences and/or walls shall be either solid and view obscuring or open and view permitting as required by the District Plan. NOTE: Any fence heights exceeding the preceding requirements shall be subject to Section 59-38(11), Overheight Fences and Walls.

Will earthen berms or mounds be installed? No X. Such earthen berms or mounds shall be landscaped and shown on the District Plan. The height of earthen berms of mounds shall be a minimum of N/A feet and a maximum of N/A feet.

\*Existing structural walls located in the public rights of way may continue. Proposed fences and/or walls in the public rights of way are shown on the District Plan.

**m. BOAT, CAMPER, TRAILER AND RECREATIONAL VEHICLE STORAGE**

Boat, camper, trailer and recreation vehicle storage is not permitted on the property. All such storage facilities shall be shown on the District Plan. If boat, camper, trailer and recreation vehicle storage areas are permitted, screening fences **are required**. Such fences shall be **solid and view obstructing**. Fences shall be a minimum of N/A feet and a maximum of N/A feet in height.

**MAXIMUM LENGTH OF BOAT, CAMPER, TRAILER AND/OR RECREATION VEHICLE PERMITTED: N/A.**

**n. DEDICATIONS AND IMPROVEMENTS**

The owner understands that City ordinances and agency rules and regulations may require the dedication of additional street right-of-way and the construction of certain public improvements. **VACATIONS AND/OR DEDICATIONS MUST BE APPROVED PRIOR TO OR AT THE PUBLIC HEARING ON THIS PROPOSAL.** If this proposal involves the vacation of certain public rights-of-

way for incorporation into the project area, contact the Public Works Department at 720-865-3124.

**o. EXTERNAL EFFECTS**

Vibration, heat, glare, radiation and fumes shall be regulated by Section 59-92 of the R-1 zone district.

Reflective glass **shall not** be used.

Every use, unless expressly exempted, shall be operated within a completely enclosed structure.  Yes (Except outdoor play and gardening)

**p. NATURAL TERRAIN**

The existing grade of the site **will NOT** be altered.

**q. UTILITIES**

Describe where the utilities (public and private) serving the property are located \_\_\_\_\_.

For information contact the following:

Denver Water Board	303-628-6100
Qwest	303-451-2706
Excel Energy	303-571-7502
Wastewater Management	303-446-3590

**r. SIGNS**

The project is regulated by the following:

Section 59-537, Signs permitted in all districts  
Section 59-538, Sign area measurement  
Section 59- 547, Sign regulations for the R-1 zone district.

If no specific regulations are referenced above, please indicate the following:

MAXIMUM NUMBER OF SIGNS:	<u>N/A.</u>
MAXIMUM SIGN AREA:	<u>N/A.</u>
TOTAL MAXIMUM SIGN AREA:	<u>N/A.</u>
NUMBER OF GROUND SIGNS ALLOWED:	<u>N/A.</u>
NUMBER OF JOINT ID SIGNS ALLOWED:	<u>N/A.</u>
MAXIMUM SIGN AREA PER JOINT ID SIGN:	<u>N/A.</u>
TOTAL MAXIMUM JOINT ID SIGN AREA:	<u>N/A.</u>
TEMPORARY SIGNS ALLOWED:	<u>N/A.</u>
NUMBER OF CANOPIES AND AWNINGS:	<u>N/A.</u>
CANOPIES AND AWNINGS WILL BE BACKLIT?	<u>N/A.</u>



NOTE: All ground, monument, and joint ID sign locations and setbacks must be shown on the District Plan.

s. **OUTDOOR STORAGE OF PRODUCTS, MATERIALS OR SOLID WASTE**

Outdoor storage of products and/or materials IS permitted. If permitted, what products and/or materials are allowed? Gardening products & solid waste (dumpster).

Fences for outdoor storage areas shall be provided. Said fences are solid and shall be a minimum of 6 feet and a maximum of 6 feet in height.

Outdoor storage of solid waste IS permitted. If permitted, fences for such outdoor storage areas shall be provided . Said fences shall be solid and shall be a minimum of 6 feet and a maximum of 6 feet in height.

NOTE: All outdoor storage areas must be shown on the District Plan.

t. **TRANSPORTATION**

The current traffic volumes on streets in or adjacent to the project must be shown on the Existing Conditions Map. These volumes are available for major streets from the Transportation Engineering Division (720-865-3150), the Community Planning & Development Agency Office (720-865-2915) or may be estimated by the applicant based on a professional traffic study. Streets for which no estimate is available should be so noted on the Existing Conditions Map.

The projected traffic volumes (current traffic volumes on streets in or adjacent to the project + site generated traffic) must be shown on the District Plan. Site generated traffic should be estimated based on the proposed project type, size, and other relevant factors. Ratios for estimating traffic are available in the Institute of Transportation Engineers reference books at the library.

For projects with total daily site generated traffic of more than 200 vehicle trips, or for projects in areas with special problems, a more detailed analysis may be required, and the applicant should contact the Transportation Engineering Division for further guidance.

**PUBLIC TRANSPORTATION**

The nearest bus stop is located (where?): 100 ft north of S. Sheridan Blvd. and W. Vasser Ave. intersection.

**u. SCHOOLS**

Future school sites **will not** be dedicated as a part of this project.

**v. HOME OCCUPATIONS**

Home occupations **are** permitted. If so permitted, home occupations shall conform to Section 59-89 of the R-1 zone district.

**w. USES BY TEMPORARY PERMIT**

Uses by temporary permit are regulated by Section 59-86 (b) of the R-1 zone district.

**x. ACCESSORY USES**

Accessory uses are regulated by Section 59-87 (b) of the R-1 zone district.

**y. INTERIM USES**

Prior to the development of this project, the property will be used on an interim basis for the following uses within the existing buildings: Church and/or Child Care Center, or any R-1 use-by-right as regulated by Division 2 of Chapter 59 of the RMC for the R-1 Zone District.

**z. PHASING**

Will the project be developed in phases? X Yes If yes, specify the phasing and the improvements to be constructed in each phase. \_\_\_\_\_.

**Phase 1:** Fencing, parking lot resurfacing, curbs, and wheel stops

These improvements shall be finished within 18 months of acceptance of the District Plan

**Phase 2:** Landscaping and Irrigation

These improvements shall be finished within 36 months of acceptance of the District Plan

NOTE: A separate site plan review is required for all P.U.D.'s prior to obtaining zoning or building permits for construction. Contact the Zoning Administration (720-865-3000) for more details. This process may be started after the Planning Board hearing has been completed.

**3. WRITTEN STATEMENT**

On an attached page a written statement is given generally describing:

**4. EXISTING CONDITIONS MAP**

The Existing Conditions Map is attached following the written statement described above.

**5. DISTRICT PLAN**

The District Plan is attached following the Existing Conditions Map.

This application includes the following listed and attached drawings or renderings:

- architectural concepts (see attached)
- building elevations (see attached)
- facade treatments (see attached)
- exterior building materials (see attached)
- and/or other important features (list): (see attached).

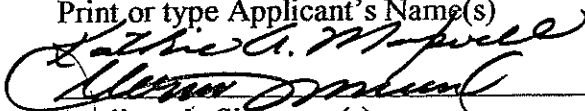
**6. ACKNOWLEDGMENT**

The applicant for this P.U.D. is the owner or owners of all the property contained within the proposed P.U.D. District or is the agent for the owner of owners of all the property contained within the proposed P.U.D. District. NOTE: Agents must supply proof of agency from the owner or owners of the property at the time of application.

The applicant understands that vested property rights shall be created ninety (90) days after the approval of this District Plan by the Denver City Council. These vested property rights shall remain vested for a period of three (3) years in accordance with Section 59-29.

Thomas D. Maxwell  
Kathie A. Maxwell

Print or type Applicant's Name(s)

  
Applicant's Signature(s)

**PUD SUMMARY SHEET**

**Application #** 4775  
**Address/Location** 2600 S. Sheridan Blvd., Denver, CO 80219  
**Total Land Area** 55,400

Permitted Uses	
Use A	Church and/or Child Care Center
Use B	Permitted uses in accordance with Sec. 59-117-119 pertaining to the R-1 Zone District. Permitted development in accordance with Sec. 59-120-126 pertaining to the R-1 Zone District

Permitted Uses	

	Proposed Uses			Total
	Use A	Use B		
Maximum Gross Floor Area (sq. ft.)	14,526			14,526
Floor Area Ratio (nonresidential uses)	14,526			14,526
Maximum Number of Dwelling Units	N/A			N/A
Density (dwelling units per acre)	N/A			N/A
Land Coverage				
Buildings:	14,526			14,526
Drives and Parking:	23,457			23,457
Other	8,642			8,642
Parking				
Number of Spaces	65			65
Ratios (spaces:gross floor area):	1:223.5			1:223.5
Landscaping				
Area of Live Landscaping (sq. ft.):	5,892			5,892
Area of Non-Live Landscaping (sq.ft.):	2,573			2,573

Building Setbacks					
North	20'-0"	Feet	Front		feet
South	8'-4"	Feet	Rear		feet
East	166'-4"	Feet	Side		feet
West	67'-0"	Feet			

Parkway Setbacks					
Buildings	80	Feet	Signs	25	feet
<b>Required Separation Between Buildings:</b>				50	feet
<b>Maximum Building Height</b>					
Stories	2	Feet		40	



NOTE: FOR COMPLETE PUD REQUIREMENTS, REFER TO APPLICATION #

**PROPERTY DESCRIPTION**

Lots 1 and 2, Block 1, RESUBDIVISION OF LAKERIDGE, according to the recorded plat thereof,

EXCEPT that portion of the following described parcel that lies within said Lot 1,

BEGINNING at a point 1959.7 feet North and 46 feet East of the Southwest corner of Section 30, Township 4 South, Range 68 West (which point is 30 feet North and 15 feet East of the Northwest corner of LAKERIDGE as originally platted); thence North parallel to the West line of said section, a distance of 25 feet; thence East, at right angles, 25 feet; thence South, 25 feet; thence West, 25 feet to the POINT OF BEGINNING, City and County of DENVER, State of COLORADO.

  
-12-05  
Prepared by George G. Haller, P.L.S. 25946  
For and on behalf of Professional Land Surveyors, LLC.



**OWNERSHIP INFORMATION SHEET**

City and County of Denver  
Community Planning & Development - Zoning Administration  
201 W. Colfax Avenue, Dept. 205  
Phone: 720-865-3000 Fax: 720-865-3057

The Zoning Ordinance requires that applicants for rezoning provide current and complete ownership information to fulfill consent and notification requirements. If the property has multiple owners, a separate sheet must be completed for each individual owner or entity. Documentation of ownership interest, including but not limited to: copies of deeds, powers of attorney, and or corporate and partnership registrations with the Secretary of State may be required to verify ownership.

Application Number 4775 Property Address 2600 S. Sheridan Blvd. Denver, CO 80219

Owner's Name Children's Haven Child Care Center c/o Kathie A. Maxwell, Thomas D. Maxwell

Owner's Address 2600 S. Sheridan Blvd., Denver, CO 80219

**Note:** If the application is for rezoning to B-2, B-3, R-X or PUD and the applicant is not the property owner, this form must be accompanied by a power of attorney statement from the property owner.

Indicate as accurately as possible the form of interest in the property, and the amount held by the individual or entity listed as "owner" above.

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Fee title owner (has a deed of ownership) | <input checked="" type="checkbox"/> all    |
|   | <input type="checkbox"/> a portion         |
| <input type="checkbox"/> Contract holder                                      | <input type="checkbox"/> all               |
|   | <input type="checkbox"/> a portion _____ % |
| <input type="checkbox"/> Holder of a security interest                        | <input type="checkbox"/> all               |
|   | <input type="checkbox"/> a portion _____ % |

List the names and addresses of all holders of deeds of trusts for the property, if any, and indicate which holders of deeds of trust are represented by the applicant in the space below.

Children's Haven Child Care Center ( a non-profit corp)  
2600 So. Sheridan Blvd. Denver, CO 80219  
C/o Thomas D. & Kathie A. Maxwell  
2490 So. Harlan St. Lakewood, CO 80227

Thomas D. Maxwell (principal of Children's Haven Child Care Center  
Kathie A. Maxwell (principal of Children's Haven Child Care Center

This is to certify that the owner or owners shown above in fact own all or a portion of the land and/or structures affected by this application.

*Kathie A. Maxwell*  
*Thomas D. Maxwell*  
Signature of applicant

7/27/05  
7/27/05  
Date

So. Sheridan Blvd.

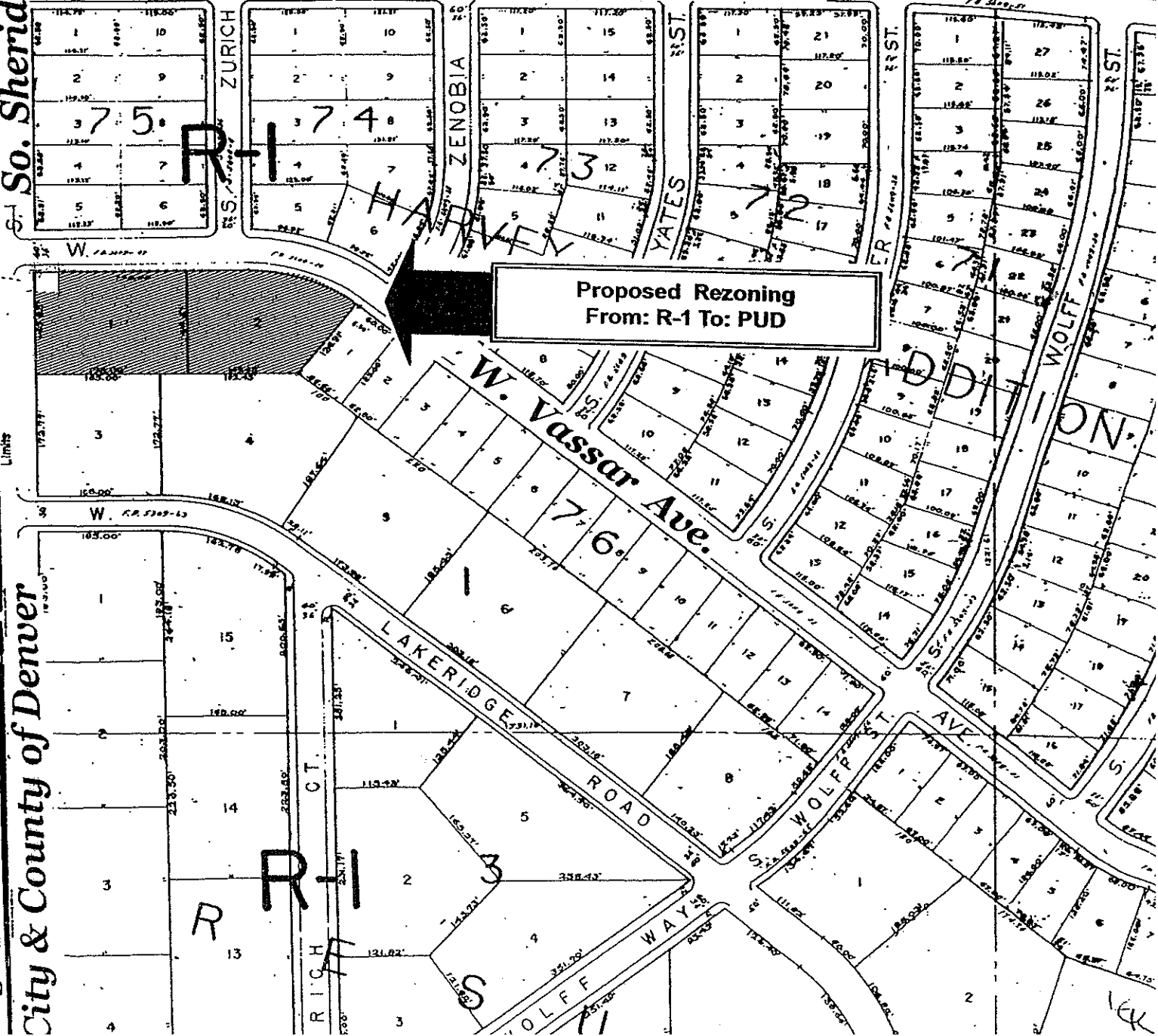


APPLICATION # 4775  
2600 So. Sheridan Blvd.

# HARVEY PARK ADDITION FILING

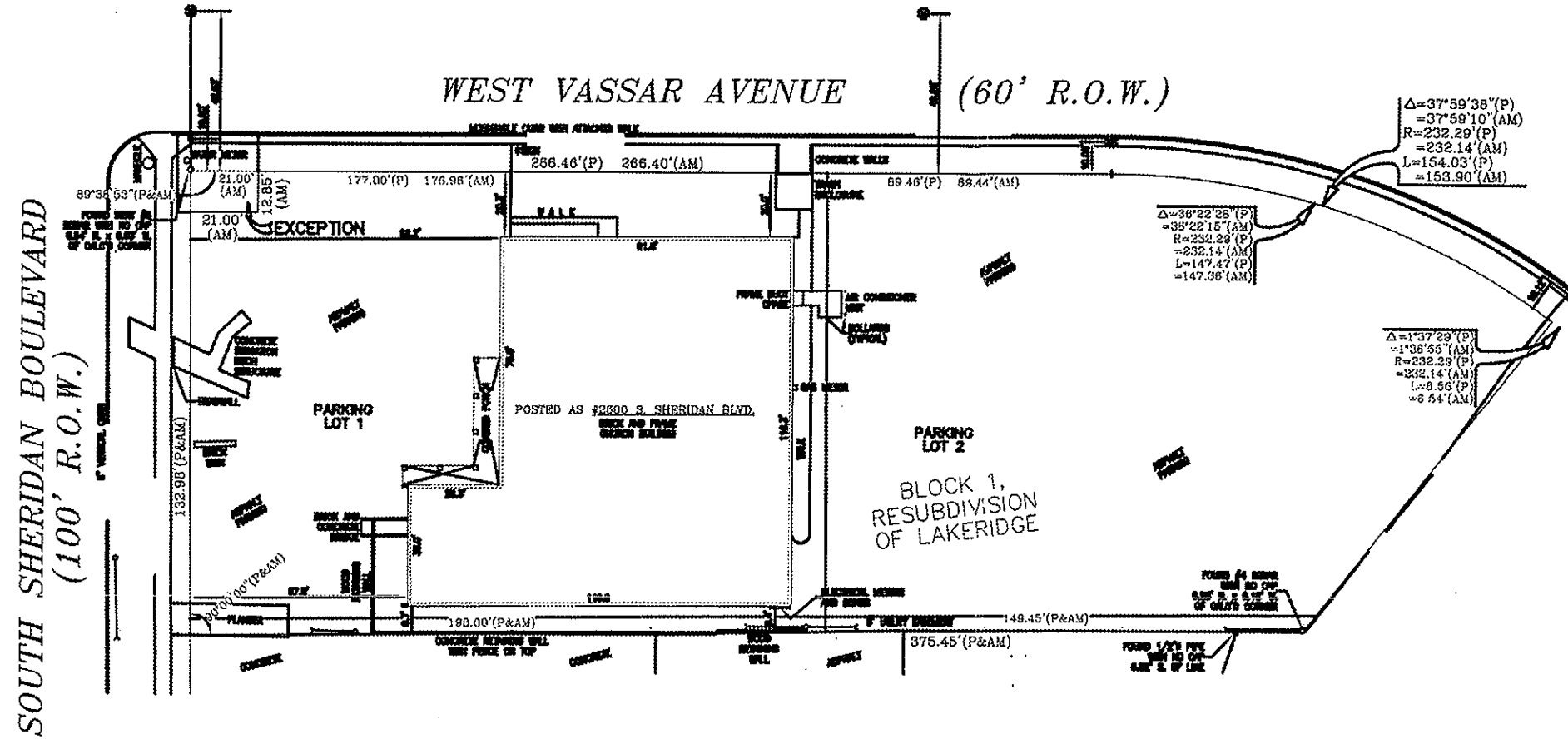
W. Harvard Ave.

Proposed Rezoning  
From: R-1 To: PUD



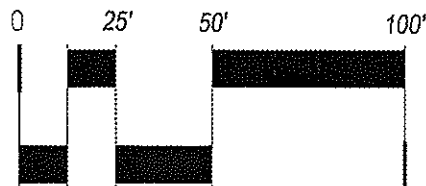
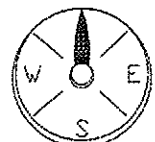
# SITE SURVEY

A PART OF THE SOUTH HALF OF SECTION 30,  
TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6th P.M.,  
CITY AND COUNTY OF DENVER, STATE OF COLORADO



- Found Cross "x" chiseled into concrete --- no Authority given
- Found Corner Monument as described
- Set #5 Rubber with Plastic Cap marked "L252946"
- Set Nail and Brass Tag marked "L252946 WC" as Witness Corner
- (P) For Recorded Plat
- (AM) For Actual Measurement

- Fence
- Overhead Utility Lines, Utility Pole and Guy Wire
- Concrete
- Asphalt



SCALE: 1"=50'

**NOTES:**

1. NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within 3 years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
2. This plat was prepared for the exclusive use of the person, persons, or entity named in the certification hereon. Said certificate does not extend to any unnamed persons without the express recertification by the surveyor naming said person.
3. The survey and drawing were prepared using title commitment from Chicago Title Company, Commitment No. 136261220, dated October 18, 2004 at 7:30 A.M. Easements, rights and restrictions not of record are not part of the certification.
4. By graphic plotting only it has been determined that the herein described property is not within a "Special Flood Hazard Boundary" in accordance with the current F.I.U.D. Flood Insurance Maps dated September 25, 1990, bearing the Community Panel No. 080048 0017 D.
5. The concrete irrigation structure for the Agricultural Ditch and Reservoir Company ditch and Riviera Circle Lake Club Intersect and appears to be covered by one or more of the following documents: Book 9, Page 429; Book 26, Page 3; Book 23, Page 133; and Book 27, Page 4.

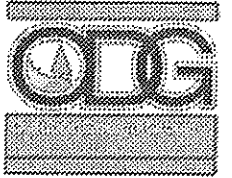
NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within 3 years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

CHILDREN'S HAVEN CHILD CARE CENTER  
IMPROVEMENT  
SURVEY PLAT

REVISED		DATE	BY
1		11/17/04	J.F.B.
2		11/17/04	G.G.H.
3		11/17/04	G.G.H.

Job No. VAS - 5080

Metropolitan Surveyors, LLC.



Landscape Architecture  
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2445 W. Dunkeld Place  
Denver, CO 80211  
p: 303.250.1254  
w: www.odgdesign.com

CHILDREN'S HAVEN CHILD CARE CENTER

2600 South Sheridan Blvd.  
Denver, CO 80219

APPLICATION #4775

Owner:  
Kathie Maxwell  
2490 South Harten St.  
Lakewood, CO 80227

**Issue Dates**

Date:	Notes:
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3-02-05	Client Review
3-04-05	City Submittal
5-03-05	Client Review
5-04-05	City Submittal
6-08-05	City Submittal

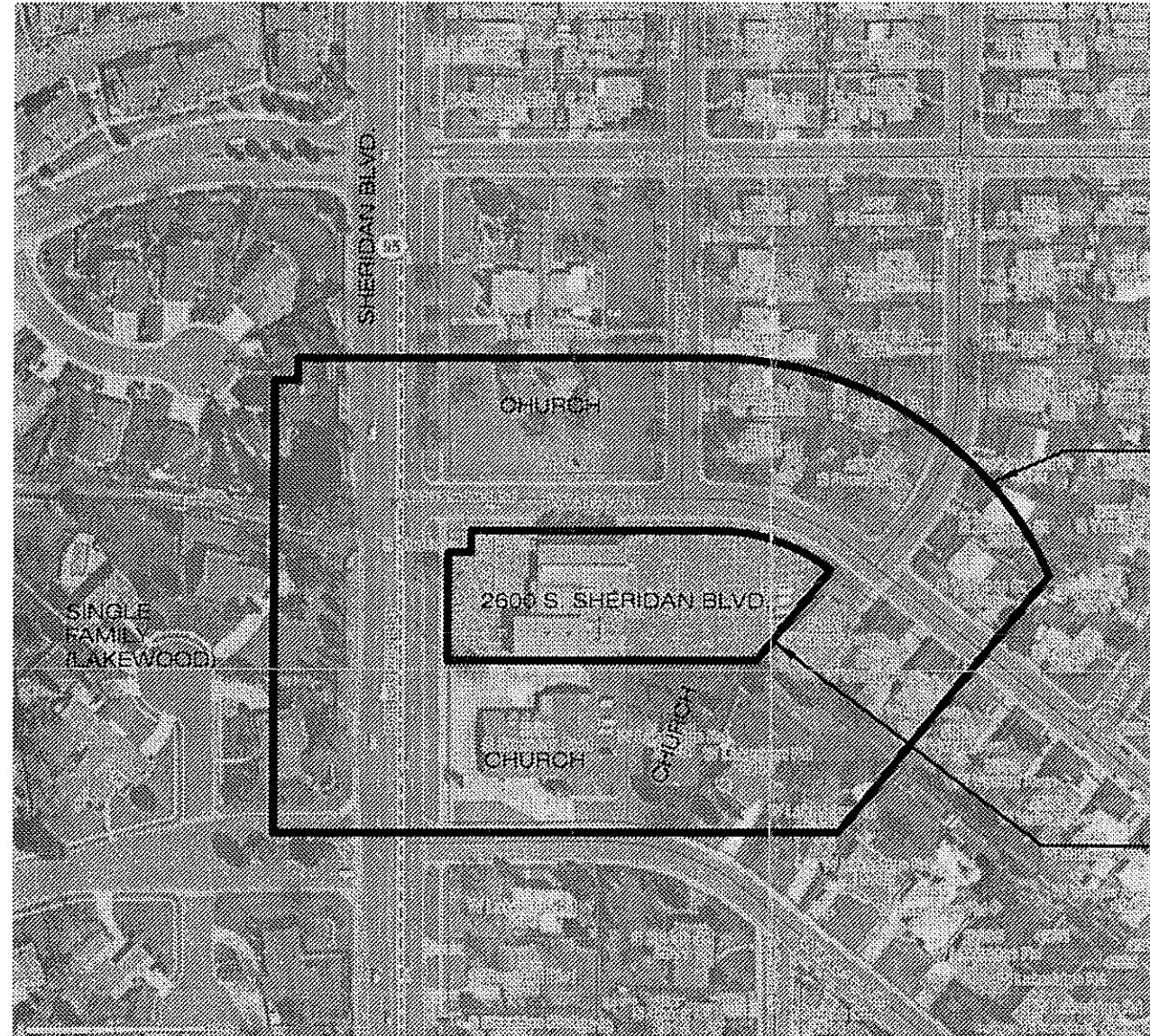
Exhibit



Site Survey

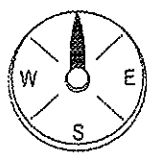


# EXISTING CONDITIONS MAP

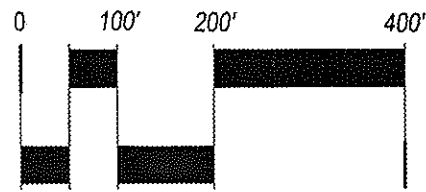


APPROXIMATE 200'  
RADIUS FROM THE SITE

PROPERTY LINE

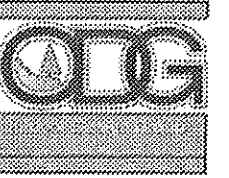


NORTH



SCALE: 1"=200'

NOTE: ALL SURROUNDING DENVER ZONING IS R-1. UNLESS INDICATED AS "CHURCH", ALL SURROUNDING USES ARE SINGLE-UNIT RESIDENTIAL.



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**CHILDREN'S HAVEN CHILD CARE CENTER**

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5-03-05	Client Review
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6-08-05	City Submittal

Exhibit



Existing Conditions Map

**NOTES**

- IMPLEMENTATION OF THIS PLAN IS PROPOSED TO BE AS FOLLOWS:  
 PHASE 1: FENCING, PAVING, RESURFACING OF PARKING LOTS, CURBS. THESE ITEMS WILL BE FINISHED OVER A PERIOD OF 18 MONTHS FROM THE TIME OF APPROVAL OF DISTRICT PLAN.  
 PHASE 2: LANDSCAPE AND IRRIGATION. THESE ITEMS WILL BE FINISHED OVER A PERIOD OF 36 MONTHS FROM THE TIME OF APPROVAL OF DISTRICT PLAN.
- THE EXISTING PARKING LOT STRIPING FOR THE EXISTING PARKING LOT LAYOUT WILL BE REMOVED, AND THE PARKING LOT WILL BE RE-STRIPED PER THIS PLAN.
- THE EXISTING PARKING LOT SLOPES FOR DRAINAGE HAVE WORKED WELL, AND WILL BE MAINTAINED. IN GENERAL, THE LOTS WILL DRAIN TOWARD THE TWO CURBED ENTRIES, AND OUT TO W. VASSER AVE., OR SHEET (SURFACE) FLOW TO W. VASSER AVE.
- THE EXISTING ASPHALT THAT IS TO BE REMOVED SHALL BE SAW-CUT. THE SAW-CUT WILL BE THE EDGE OF THE BED, EXCEPT FOR THE CURBED AREAS AND ALONG CONCRETE WALKS.
- EXISTING ASPHALT THAT IS TO REMAIN IN THE RIGHT-OF-WAY (ROW) SHALL BE MAINTAINED IN A SAFE AND LITTER-FREE CONDITION.

**EXISTING LANDSCAPE KEY**

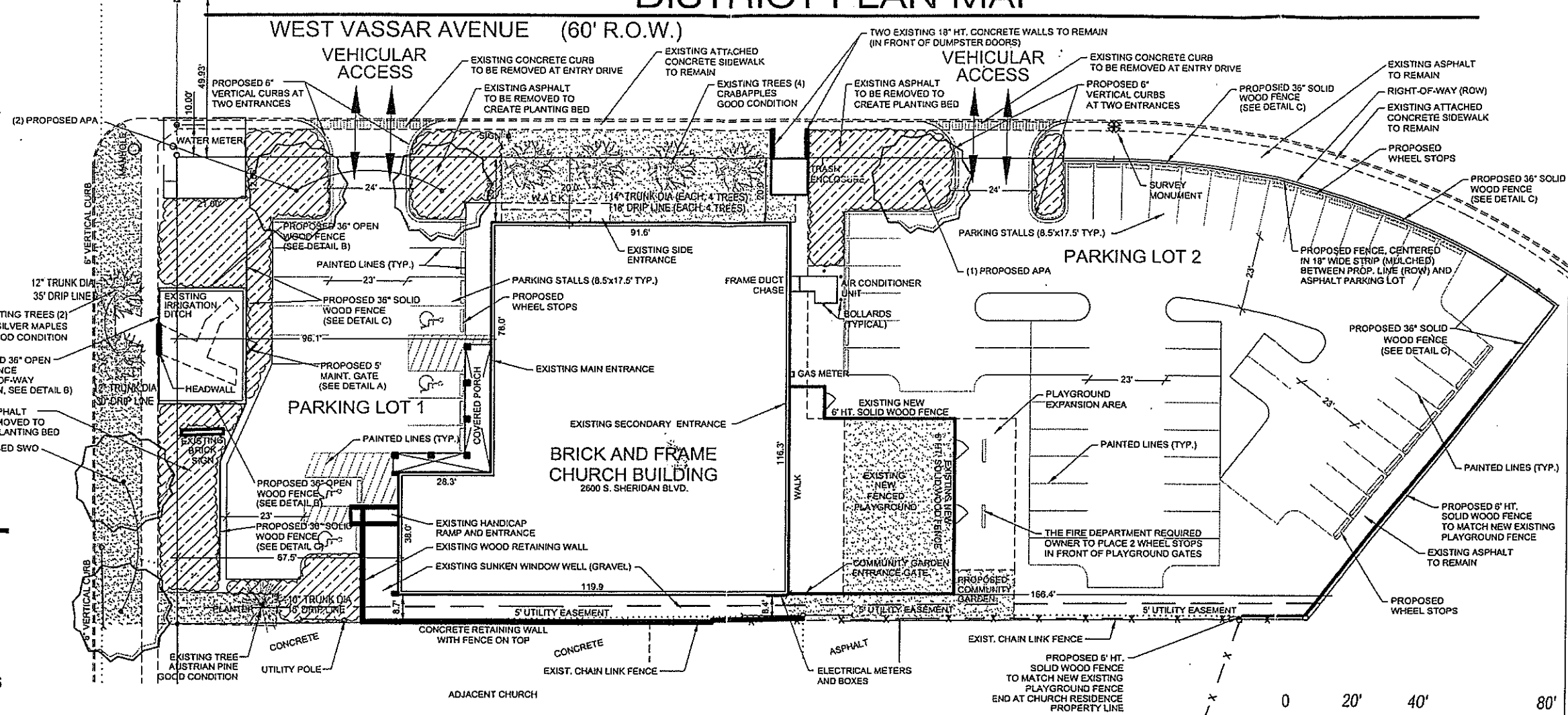
- EXISTING LANDSCAPED AREA
- EXISTING DECIDUOUS TREES
- EXISTING EVERGREEN TREES

**PROPOSED LANDSCAPE PLANT LIST**

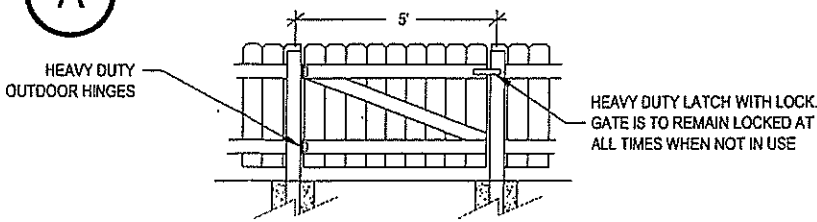
SYM.	COMMON NAME	BOTANICAL NAME	SIZE & COND.	WATER USE
<b>DECIDUOUS TREES</b>				
SWO	SWAMP WHITE OAK	QUERCUS BICOLOR	2-1/2" CALIPER	LOW
<b>EVERGREEN SHRUBS</b>				
BJ	BUFFALO JUNIPER	JUNIPERUS HORIZONTALIS	5 GAL. CONT.	LOW
RY	RED YUCCA	HESPERALOE PARVIFLORA	5 GAL. CONT.	LOW
BY	BRIGHT EDGE YUCCA	YUCCA FILAMENTOSA 'BRIGHT EDGE'	5 GAL. CONT.	LOW
ML	MOUNTAIN LOVER	PAXISTIMA CANBYI	5 GAL. CONT.	LOW
<b>DECIDUOUS SHRUBS</b>				
APL	APACHE PLUME	FALLUGIA PARADOXA	5 GAL. CONT.	LOW
RS	RUSSIAN SAGE	PEROVSKIA ATRIPLICIFLOIA	5 GAL. CONT.	LOW
FB	FERN BUSH	CHAMAEBATIARIA MILLEFOLIUM	5 GAL. CONT.	LOW
RGB	ROSE GLOW BARBERRY	BERBERIS THUNBERGII 'ROSE GLOW'	5 GAL. CONT.	MEDIUM
COT	SPREADING COTONEASTER	COTONEASTER DIVARICATUS	5 GAL. CONT.	MEDIUM
<b>ORNAMENTAL GRASSES</b>				
EBF	ELIJA BLUE FESCUE	FESTUCA GLAUCA 'ELIJA BLUE'	5 GAL. CONT.	MEDIUM
FRG	FEATHER REED GRASS	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	5 GAL. CONT.	MEDIUM
MFG	MEXICAN FEATHER GRASS	NESSELLA (STIPA) TENUISSIMA	5 GAL. CONT.	LOW
<b>PERENNIALS</b>				
SIS	SNOW IN SUMMER	AGASTIUM TOMENTOSUM	4" POT	LOW
DB	DOUBLE BUBBLEMINT	AGASTACHE CANA	4" POT	LOW
PW	PRAIRIE WINECUPS	CALLIRHOE INVOLUCRATA	4" POT	LOW
WCM	WALKER'S LOW CATMINT	NEPETA X FAASSENII 'WALKER'S LOW'	4" POT	LOW
BF	NATIVE BLANKET FLOWER	GAILLARDIA ARISTATA	4" POT	LOW
IP	TABLE MOUNTAIN ICE PLANT	DELOSPERMA 'TABLE MOUNTAIN'	4" POT	LOW
PRC	PRAIRIE CONEFLOWER	RATIBIDA COLUMNIFERA	4" POT	LOW
PS	PHLOX	PHLOX SUBULATA 'CANDY STRIPES'	4" POT	MEDIUM/LOW

**DISTRICT PLAN MAP**

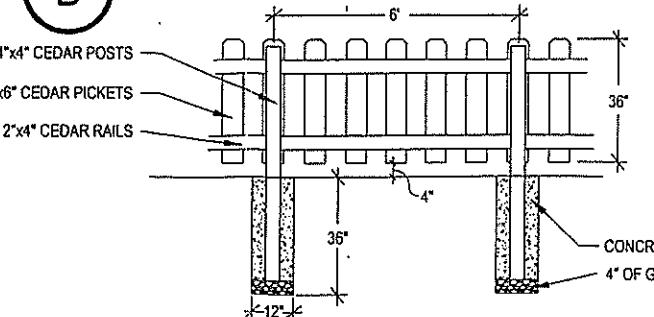
SOUTH SHERIDAN BOULEVARD (100' R.O.W.)



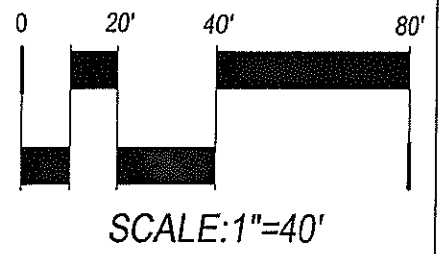
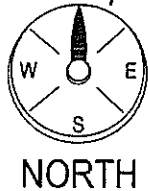
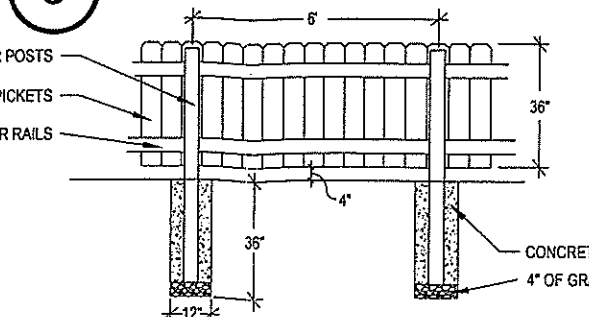
**A** 5' WIDE MAINT. GATE NOT TO SCALE



**B** 36" HEIGHT OPEN FENCE NOT TO SCALE



**C** 36" HEIGHT SOLID FENCE NOT TO SCALE



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CHILDREN'S HAVEN CHILD CARE CENTER

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 APPLICATION #4775

Owner:  
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**Issue Dates**

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6-08-05	City Submittal

Exhibit  
  
 District Plan Map

BY AUTHORITY

ORDINANCE NO. 750

COUNCIL BILL NO. 643(05)

SERIES OF 2005

COMMITTEE OF REFERENCE:

EFF. DATE: OCT. 21, 2005

A BILL

BLUEPRINT DENVER

For an ordinance changing the zoning classification for approximately 2600 South Sheridan Boulevard to a Planned Unit Development District (PUD).

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. That the zoning classification for the land area in the City and County of Denver described as follows or included within the following boundaries shall be and hereby is changed from R-1 to Planned Unit Development District (PUD):

Lots 1 and 2, Block 1, RESUBDIVISION OF LAKERIDGE, according to the recorded plat thereof, EXCEPT that portion of the following described parcel that lies within said Lot 1, BEGINNING at a point 1959.7 feet North and 46 feet East of the Southwest corner of Section 30, Township 4 South, Range 68 West (which point is 30 feet North and 15 feet East of the Northwest corner of LAKERIDGE as originally platted); thence North parallel to the West line of said section, a distance of 25 feet; thence East, at right angles, 25 feet; thence South, 25 feet; thence West, 25 feet to the POINT OF BEGINNING, City and County of DENVER, State of COLORADO.

in addition thereto those portions of all abutting public rights-of-way, but only to the centerline thereof, which are immediately adjacent to the aforesaid specifically described area.

Section 2. The complete application with such supporting material as designated by the Zoning Committee of the City Council filed in the Office of the Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver, on the 30th day of August, 2005, Filing No. 05-704, be and hereby is adopted and approved as the District Plan for the development of the land area hereinabove described.

Section 3. Said District Plan together with a Site Plan, as provided in Section 59-517, Section 59-518 and Section 59-519 of the Denver Revised Municipal Code, shall regulate the use and development of the land area hereinabove described.

Section 4. None of the land area hereinabove described shall be used or occupied and no structure or structures shall be designed, erected, altered, used or occupied thereon except in conformity with all provisions of said District Plan and a Site Plan, as provided in Section 59-517,

1 Section 59-518 and Section 59-519 of the Denver Revised Municipal Code, and except upon  
2 performance of all conditions therein set forth.

3 Section 5. This Ordinance shall be recorded by the Department of Zoning Administration  
4 among the records of the Clerk and Recorder of the City and County of Denver.

5 COMMITTEE APPROVAL DATE: August 24, 2005.

6 MAYOR-COUNCIL DATE: August 30, 2005.

7 PASSED BY THE COUNCIL \_\_\_\_\_ 2005

8 \_\_\_\_\_ - PRESIDENT

9 APPROVED: \_\_\_\_\_ - MAYOR \_\_\_\_\_ 2005


10 ATTEST: \_\_\_\_\_ - CLERK AND RECORDER,  
11 EX-OFFICIO CLERK OF THE  
12 CITY AND COUNTY OF DENVER  
13

14 NOTICE PUBLISHED IN THE DAILY JOURNAL \_\_\_\_\_ 2005; \_\_\_\_\_ 2005

15 PREPARED BY: KAREN A. AVILES, <sup>KH</sup> ASSISTANT CITY ATTORNEY; 8/30/05

16 Pursuant to section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of  
17 the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed  
18 ordinance. The proposed ordinance is not submitted to the City Council for approval pursuant to  
19 § 3.2.6 of the Charter.  
20  
21

22 Cole Finegan, City Attorney

23  
24 BY: , Asst City Attorney

25 DATE: 9-1-05