



TO: Denver City Council
FROM: Libbie Adams, AICP, Associate City Planner
DATE: November 19, 2020
RE: Official Zoning Map Amendment Application #2019I-00107

Staff Report and Recommendation

Based on the criteria for review in the Denver Zoning Code, Staff recommends approval for Application #2019I-00107.

Request for Rezoning

Address:	2655 and 2659 Downing St.
Neighborhood/Council District:	Five Points / Council District 9
RNOs:	Welton Corridor Property Owners, Northeast Denver Friends and Neighbors (NEDFANS), Rio Norte, Whittier Neighborhood Association, Five Points Neighbors, Center City Denver Residents Organization, Opportunity Corridor Coalition of United Residents, City Park Friends and Neighbors (CPFAN), Denver Arts and Culture Initiative, and Inter-Neighborhood cooperation (INC)
Area of Property:	8,080 square feet or 0.19 acres
Current Zoning:	G-RO-3
Proposed Zoning:	U-MX-3
Property Owner(s):	Bowie-Newell Trust
Owner Representative:	Lorraine Hoover

Summary of Rezoning Request

- The property at 2655 Downing St. contains an industrial warehouse building built in 1931, and the property at 2659 Downing St. contains a single-unit dwelling built in 1922. The subject properties are located at the intersection of Downing Street and Tremont Place.
- The property owner is proposing to rezone the property to expand the commercial uses permitted on the site.
- The proposed U-MX-3, **U**rbane, **M**ixed-**U**se, **3** stories zone district is intended for use in the Urban Neighborhood Context which is characterized by small-scale multi-unit residential and commercial areas embedded in single-unit and two-unit residential areas. Commercial uses are typically located along mixed-use arterial streets, main streets, or at the intersections of local streets. Commercial structures are usually the Shopfront and General building forms. The maximum height of the General and Shopfront forms is 45 feet. Further details of the requested zone district can be found in the proposed zone district section of the staff report (below) and in Article 5 of the Denver Zoning Code (DZC).

Existing Context



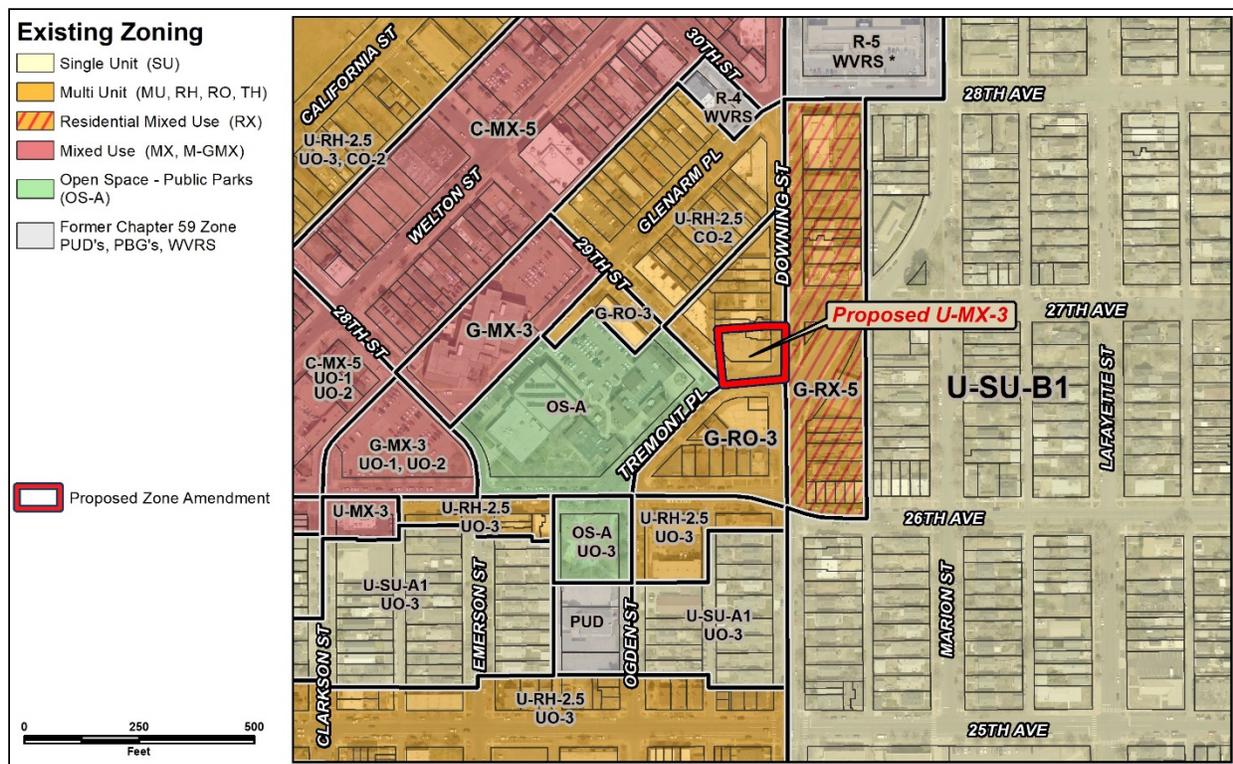
The subject property is in the Five Points statistical neighborhood, which is characterized primarily by single and multi-unit residential uses and then it transitions to more commercial and industrial uses near the transit stations along Welton Street. Generally, there is a pattern of rectangular blocks in a street grid pattern with alley access that is diagonally oriented, parallel with the South Platte River. East of Downing Street and south of 26th Avenue, the grid pattern is oriented towards the four cardinal directions. The subject site is located at the intersection of Downing Street and Tremont Place and within the quarter mile walkshed of the 27th and Welton Station along the L Line. The L Line to Downtown has a 15 minute headway.

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	G-RO-3	Industrial and Single-unit Residential	1 -story Industrial Building and 1-story Residence	Generally regular grid of streets; East of Downing St. the grid runs north south, West of Downing St. the grid runs at a diagonal.
North	G-RO-3	Multi-unit Residential	1-story Duplex	
South	G-RO-3	Multi-unit Residential	3-story Townhomes	

	Existing Zoning	Existing Land Use	Existing Building Form/Scale	Existing Block, Lot, Street Pattern
East	G-RX-5	Public Right-of-Way	Landscaped Island with Sidewalk	The block where the subject site is located is a triangle shape because it's located where the grid changes to a diagonal. Detached sidewalks with tree lawns, alleys, and on-street vehicle parking also exist.
West	G-RO-3	Multi-unit Residential	1-story Townhomes	

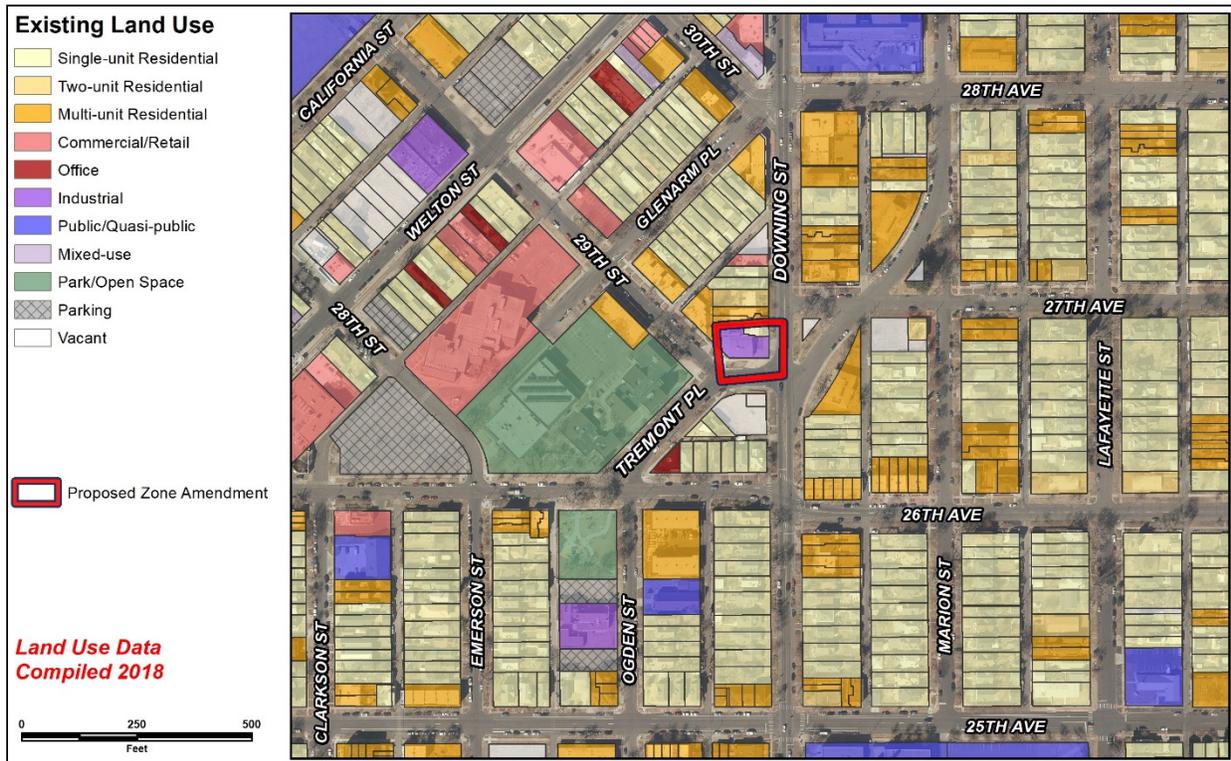
1. Existing Zoning



The G-RO-3 zone district is a multi-unit residential and office district allowing the urban house, duplex, town house, and apartment primary building forms. The maximum allowed height is 3 stories or 30 to 35 feet for the urban house and duplex building forms, 35 feet for the town house building form, and up to 40 feet for the apartment building form. The intent of the district

is to promote and protect higher density residential neighborhoods within the character of the General Urban Neighborhood Context.

2. Existing Land Use Map



3. Existing Building Form and Scale (Source for all photos: Google Maps)



Aerial view of the site, looking north.



View of property looking west.



View of the property to the north, looking west.



View of the property to the west, looking north.



View of the property to the south, looking southwest.



View of the property to the east, looking east.

Proposed Zoning

U-MX-3 is a mixed-use zone district in the Urban neighborhood context. A variety of residential, commercial, and office uses are permitted as primary uses in the U-MX-3 district. It allows the town house, general, and shopfront building forms. Drive thru services and drive thru restaurant forms are permitted forms in the U-MX-3 district except within ¼ mile of a transit station. This site is within ¼ mile of the 27th/Welton Station so the drive thru forms would not be permitted on the subject site. The minimum primary street setback is 0 feet, except for the town house building form, which has a minimum primary street setback of 10 feet. The maximum building height is 3 stories or 45 feet, except for the town house building form, which allows up to 38 feet. For additional details of the requested zone district, see DZC Article 5.

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

Design Standards	G-RO-3 (Existing)	U-MX-3 (Proposed)
Primary Building Forms Allowed	Urban House, Duplex, Town House, Apartment	Town House, General, Shopfront
Height in Stories/Feet (max)	3 stories / 30'-40'*	3 stories / 38'-45'*
Primary Street Build-To Percentages	N/A (urban house, duplex), 60%-70%*	70%
Primary Street Build-To Ranges	N/A (urban house, duplex), 10'-20'*	0'-15'*
Minimum Zone Lot Size/Width	3,000sf-6,000sf* / 25'-50'*, N/A (town house)	N/A
Primary Street Setbacks (min)	10'-20'*	0'-10'*
Building coverages (max)	50% (urban house, duplex), N/A	N/A

This is based on the subject property, which does not permit the drive thru services and drive thru restaurant building forms because it's located within ¼ mile of a transit station.

*Standard varies between building forms.

Summary of City Agency Referral Comments

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

Assessor: Approved – No response.

Asset Management: Approved – No comments.

Denver Public Schools: Approved – No response.

Department of Public Health and Environment: Approved – See comments below.

Notes. EQ concurs with the request but is aware that 2655 North Downing is the former location of a Leaking Underground Storage Tank (LUST). In 1993, it was confirmed and reported to the Colorado Department of Labor and Employment, Division of Oil and Public Safety (OPS), that gasoline had been released to the environment from the LUST (Event ID 557). The site was evaluated and monitored and in 2004 the OPS issued a no further action (NFA) closure letter for the LUST. Based on the NFA, EQ does not consider the LUST an environmental concern; however, if during future site construction, impacted soil is encountered it must be properly managed.

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, DDPHE 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 always be effective in the control of fugitive particulate emissions 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: DDPHE performed a limited search for information known to DDPHE 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.

Denver Parks and Recreation: Approved – No comments.

Public Works – R.O.W. - City Surveyor: Approved – No comments.

Development Services - Transportation: Approved – No response.

Development Services – Wastewater: Approved – No response.

Development Services – Project Coordination: Approved – See comments below.

1. Major modifications to the exterior of the structure and/or the addition or removal of square footage will trigger a Site Development Plan review. If only minor interior changes are made to the structure, a change of use permit can likely be obtained through Commercial Zoning for the proposed new uses.
2. If the changes in use have more intensive parking requirements, the changes in use may require additional parking. Any required increase in parking will need to be provided in compliance with the Denver Zoning Code.
3. A building form that is allowed in the U-MX-3 will need to be assigned to the existing structure at the time of new use applications.

Development Services – Fire Prevention: Approved – No comments.

Public Review Process

	Date
CPD informational notice of receipt of the rezoning application to all affected members of City Council, registered neighborhood organizations, and property owners:	5/06/2020
Property legally posted for a period of 15 days and CPD written	9/01/2020 and 9/15/2020*

notice of the Planning Board public hearing sent to all affected members of City Council, registered neighborhood organizations, and property owners:	
Planning Board public hearing, unanimous vote to recommend approval:	9/30/2020
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:	10/10/2020
Land Use, Transportation and Infrastructure Committee of the City Council:	10/20/2020
Property legally posted for a period of 21 days and CPD notice of the City Council public hearing sent to all affected members of City Council and registered neighborhood organizations:	11/02/2020
City Council Public Hearing:	11/23/2020

*A constituent in District 9 notified staff the notice of the Planning Board public hearing was sent to a different council district than the one in which the subject site is located. As a result, staff re-noticed the application to the correct council district and delayed the Planning Board hearing from September 15 to September 30.

- **Registered Neighborhood Organizations (RNOs)**
 - To date, staff has received no comment letters from Registered Neighborhood Organizations.
- **Other Public Comment**
 - To date, staff has received three emails from the public in support of the rezoning and two emails requesting more information about parking and the type of development the applicant is proposing.

Criteria for Review / Staff Evaluation

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

DZC Section 12.4.10.7

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

DZC Section 12.4.10.8

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

1. Consistency with Adopted Plans

The following adopted plans apply to this application:

- Denver Comprehensive Plan 2040 (2019)
- Blueprint Denver (2019)
- Northeast Downtown Neighborhoods Plan (2011)

Denver Comprehensive Plan 2040

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

- Equitable, Affordable and Inclusive Goal 1 – Ensure all Denver residents have safe, convenient and affordable access to basic services and a variety of amenities (p. 28).

The proposed U-MX-3 zoning allows for a variety of uses including residential, retail services, and employment close to residences and transit. This map amendment may increase access to services and amenities for nearby residences and those traveling via the light rail.

- Strong and Authentic Neighborhoods Goal 1, Strategy D – Encourage quality infill development that is consistent with the surrounding neighborhoods and offers opportunities for increased amenities (p. 34).

The proposed rezoning would enable mixed-use infill development that is compatible with nearby residential areas and proximate the transit. U-MX-3 allows for a variety of uses including housing, retail services, and employment which will increase amenities for travelers on the light rail and surrounding residences.

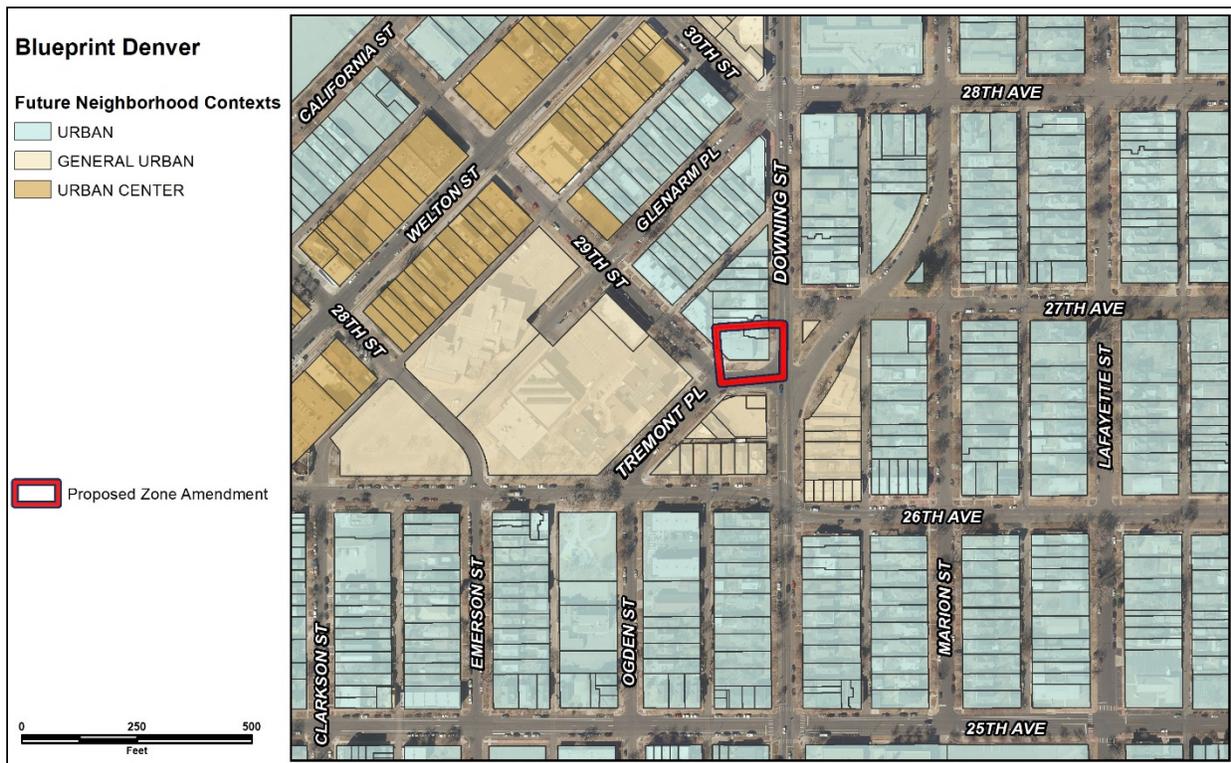
- Environmentally Resilient Goal 8, Strategy A – Promote infill development where infrastructure and services are already in place (p. 54).
- Environmentally Resilient Goal 8, Strategy B – Encourage mixed-use communities where residents can live, work and play in their own neighborhoods (p. 54).

The proposed map amendment will allow a mixed-use development where infrastructure and services such as water, stormwater, and streets already exist. It also encourages mixed-use communities by allowing residential, commercial, and employment uses near transit and existing residential areas. Rezoning this property where infrastructure exists and near transit allows Denver to grow responsibly and promotes land conservation.

Blueprint Denver

Blueprint Denver was adopted in 2019 as a supplement to *Comprehensive Plan 2040* and establishes an integrated framework for the city's land use and transportation decisions. *Blueprint Denver* identifies the subject property as part of a Local Corridor place type within the Urban neighborhood context and provides guidance on the future growth strategy for the city.

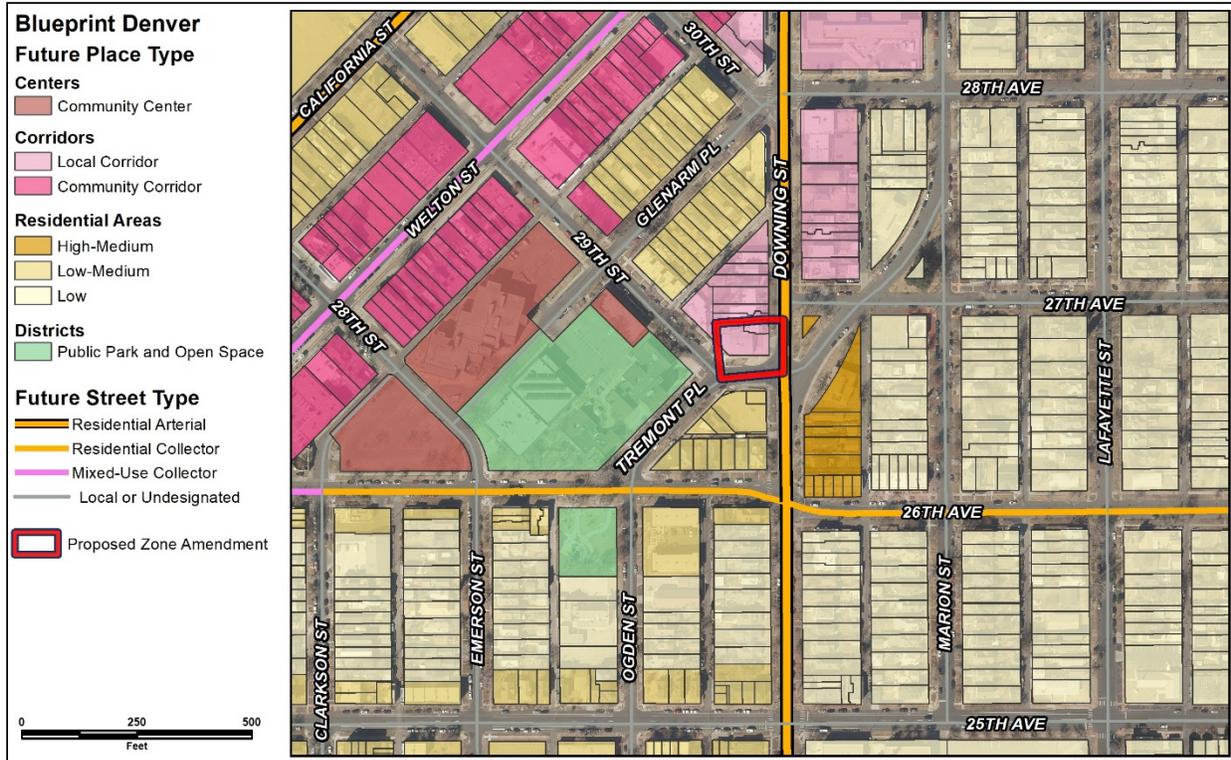
Blueprint Denver Future Neighborhood Context



In *Blueprint Denver*, future neighborhood contexts are used to help understand differences between land use, built form, and mobility at a high scale, between neighborhoods. The subject site is shown on the context map as the Urban neighborhood context, the description of which is used to guide appropriate zone districts (p. 66). The Urban neighborhood context is described as containing “small multi-unit residential and low-intensity mixed-use buildings typically embedded in single-unit and two-unit residential areas” with grid block patterns and alley access (p. 222). U-MX-3 is a zone district within the Urban neighborhood context and is “intended to enhance the convenience, ease and enjoyment of

transit, walking, shopping and public gathering within and around the city’s neighborhoods” and “the zone district standards are also intended to ensure new development contributes positively to established residential neighborhoods and character ” (DZC 5.2.3.1). U-MX-3 is consistent with the Blueprint future neighborhood context of Urban because it will allow for a mix of uses near transit and promote a pedestrian-active street front while contributing positively to nearby residential areas.

Blueprint Denver Future Places



The subject site is designated within the Local Corridor future place type on the *Blueprint Denver* Future Places map. This place type “primarily provides options for dining, entertainment and shopping,” and “building heights are generally up to 3 stories in height” (p. 228). U-MX-3 is a mixed-use district that allows for restaurants, retail services, and employment uses with a maximum height of 3 stories, which is consistent with the Local Corridor future place type description.

Blueprint Denver Street Types

In *Blueprint Denver*, street types work together with the future place to evaluate the appropriateness of the intensity of the adjacent development (p. 67). *Blueprint Denver* classifies Downing Street as Residential Arterial and Tremont Place as a Local or Undesignated street. Arterial streets “are designed for the highest amount of through movement and the lowest degree of property access” (p. 154), and residential streets are “primarily residential uses, but may also include schools, civic uses, parks, small retail nodes and other similar uses” (p. 160). Local streets “can vary in their land uses and are found in all neighborhood contexts” (p. 161). The proposed U-MX-3 district is consistent with these future street

type descriptions because it allows for residential and commercial uses at a lower intensity that will be compatible with surrounding residences.

Blueprint Denver Growth Strategy



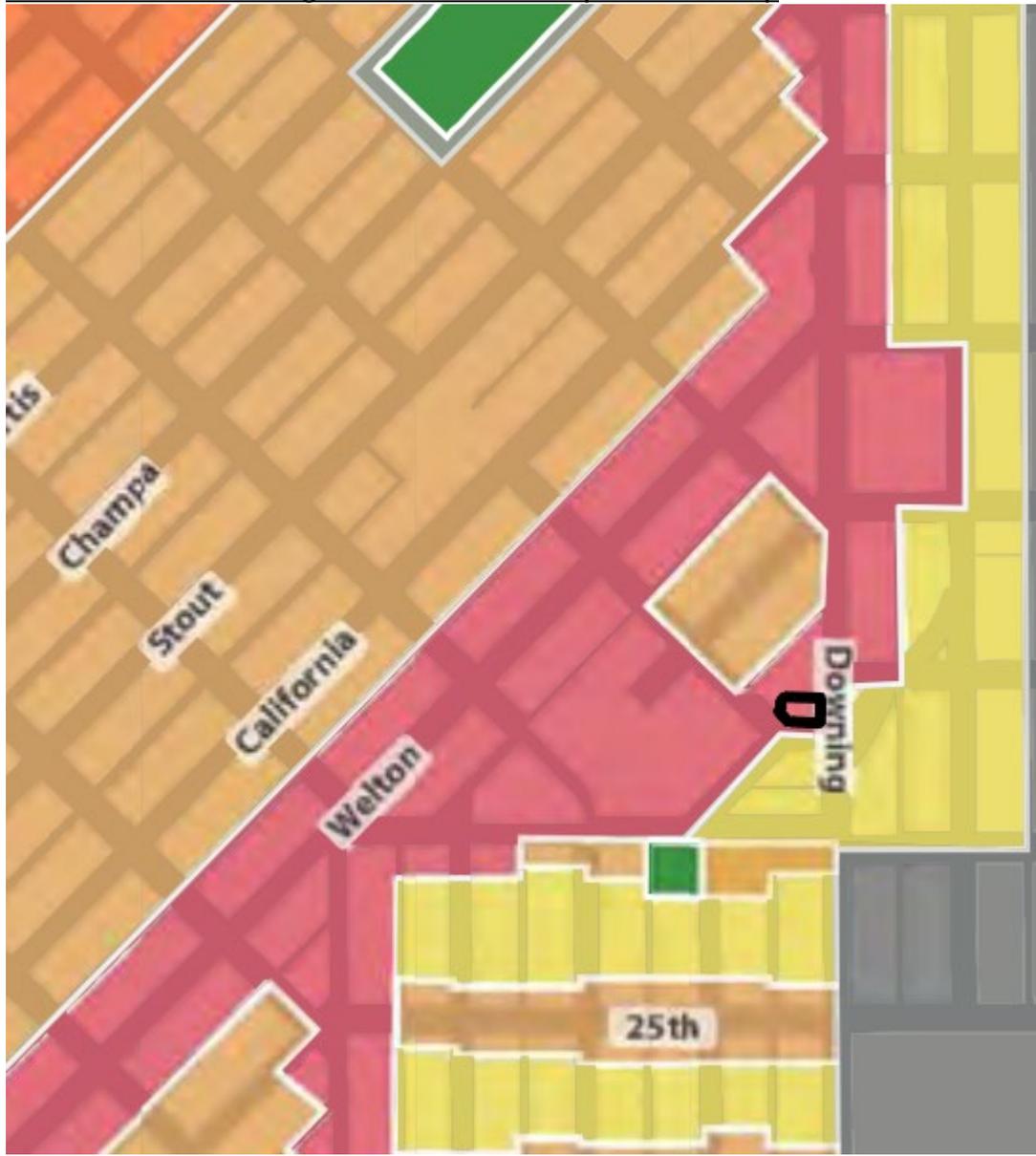
Blueprint Denver’s growth strategy map is a version of the future places map, showing the aspiration for distributing future growth in Denver (p. 51). The subject property is part of the “All other areas of the city” growth area. These areas anticipate experiencing around 20% of new housing growth and 10% of new employment growth by 2040 (p. 51). This growth area is “mostly residential areas with embedded local centers and corridors, take a smaller amount of growth intended to strengthen the existing character of our neighborhoods” (p. 49). The proposed map amendment to U-MX-3 will allow low-intensity growth to the number of households and jobs in this area.

Northeast Downtown Neighborhoods Plan (2011)

The Northeast Downtown Neighborhoods plan was adopted in 2011 and identifies the subject property’s land use concept as Transit Oriented Development. This land use concept is “located at stations or stops along mass transit lines, especially rail lines... and provides housing, services, and employment opportunities for a diverse population in a configuration that facilitates pedestrian and transit access” (Northeast Downtown Neighborhoods Plan, p. 16). Additionally, the concept height map designates this site as 3 stories. The U-MX-3 district will allow for a mix of uses including housing, retail services, and employment opportunities consistent with the Transit Oriented Development land use

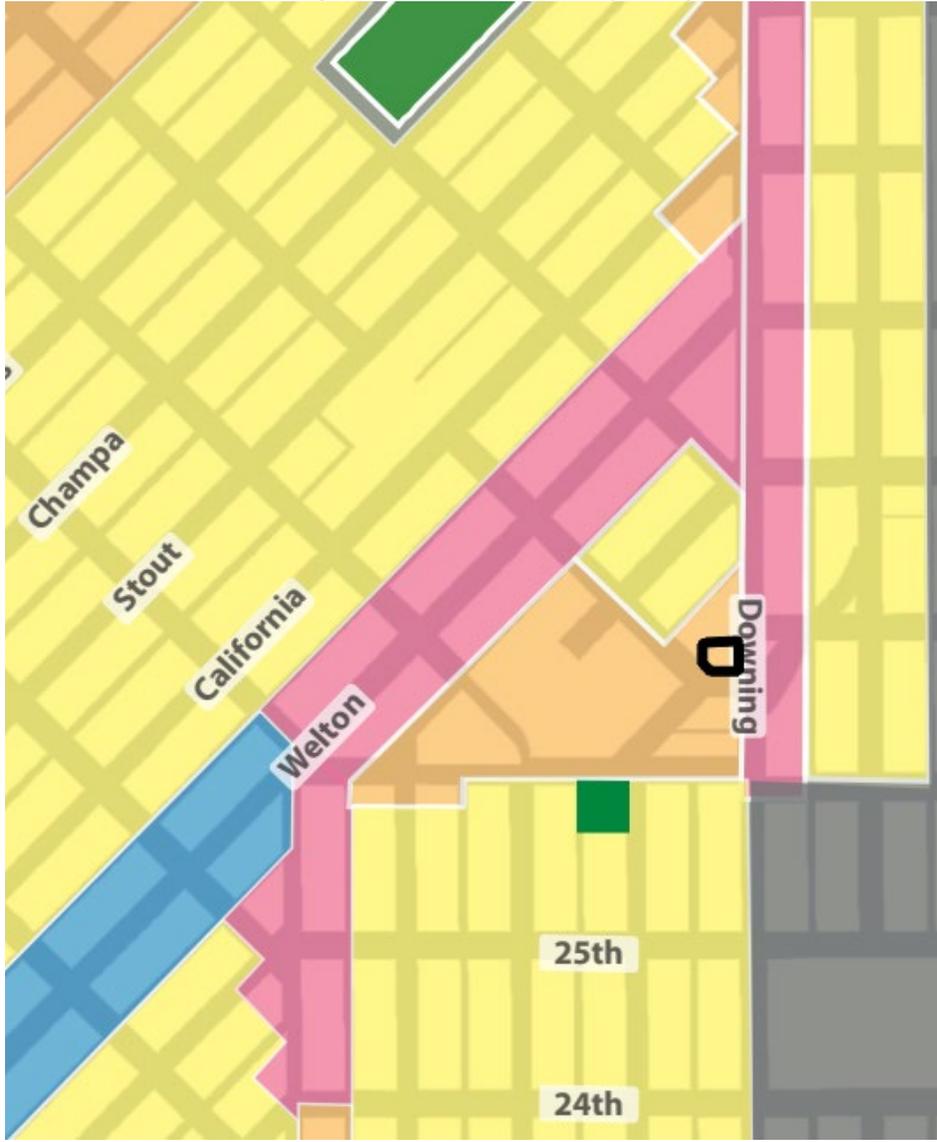
concept. The proposed district allows up to 3 stories in height, consistent with the building height concept map.

Northeast Downtown Neighborhoods Plan: Concept Land Use Map



- Single Family**
- Single Family/Row House**
- Urban Residential**
- Mixed Use**
- TOD**
- Mixed Use - Industrial**
- Park**

Northeast Downtown Neighborhoods Plan: Concept Height Map



-  2.5 Stories
-  3 Stories
-  5 Stories
-  8 Stories
-  12* Stories
-  20* Stories
-  Coors Field Context Area

2. Uniformity of District Regulations and Restrictions

The proposed rezoning to U-MX-3 will result in the uniform application of zone district building form, use and design regulations.

3. Public Health, Safety and General Welfare

The proposed official map amendment furthers the public health, safety, and general welfare of the city through implementation of the city's adopted land use plan which recommends this site provide "options for dining, entertaining, and shopping" (Blueprint Denver, p. 228). The proposed rezoning will also foster the creation of a walkable, mixed-use area near transit, which improves access to jobs and services and promotes better public health outcomes.

4. Justifying Circumstance

The application identifies changing conditions in the area as the Justifying Circumstance under DZC Section 12.4.10.8.A.4, "since the date of the approval of the existing Zone District, there has been a change to such a degree that the proposed rezoning is in the public interest. Such a change may include changed or changing conditions in a particular area, or in the city generally; or a city adopted plan; or that the city adopted the Denver Zoning Code and the property retained Former Chapter 59 zoning." Changed conditions include the 26th and Welton Street apartments, a 9-story apartment complex approved in 2019, the rezoning of properties along Welton Street between 28th and 31st Avenues from U-MX-3 to U-MX-5, and the 3-story townhomes developed on Tremont in 2018. Further, the Northeast Downtown Neighborhoods Plan was adopted in 2011, providing more refined land use and building height direction than was in place when this site was last rezoned in 2010. These changes in the surrounding area and the adopted plan justify a rezoning of the site.

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

The requested U-MX-3 zone district is within the Urban Neighborhood Context. The neighborhood context contains multi-unit residential uses and commercial areas embedded throughout the single-unit and two-unit residential uses that dominate the context. "Commercial buildings are typically the Shopfront and General building forms that may contain a mixture of uses within the same building," and "are primarily located along mixed-use arterial or main streets but may be located at or between intersections of local streets" (DZC, Division 5.1). These areas consist of "regular pattern of block shapes" and "a consistent presence of alleys" (DZC, Division 5.1). The portion of the Five Points neighborhood that is designated as Urban on the Future Neighborhood Context map consists of mostly single and two-unit residential uses with commercial nodes closer to transit stations. And the proposed site is along an arterial intersection where mixed uses are typically found in the neighborhood context. Therefore, the proposed rezoning to U-MX-3 is consistent with the neighborhood context description.

According to DZC Section 5.2.3.1.D, "The Mixed Use districts are intended for corridors, embedded neighborhood business areas and larger sites." This site is located on the Downing corridor and is an

embedded business location in a mixed use area, so rezoning to a Mixed Use district is appropriate at this location.

The U-MX-3 zone district “applies to areas or intersections served primarily by local or collector streets where a building scale of 1 to 3 stories is desired” (DZC Section 5.2.3.2.C.) The subject site is located at the intersection of a collector street and a local street where a building height of up to 3 stories is desired in both Blueprint and the Northeast Downtown Neighborhoods Plan. Therefore, rezoning this site is consistent with the specific intent of the zone district.

Attachments

1. Application
2. Public Comment Emails



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Zone Map Amendment (Rezoning) - Application

PROPERTY OWNER INFORMATION*		PROPERTY OWNER(S) REPRESENTATIVE**	
<input checked="" type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION		<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION	
Property Owner Name	Bowey-Newell Trust	Representative Name	Lorraine Hoover
Address	2655 & 2659 N Downing St	Address	1556 S. Lansing St
City, State, Zip	Denver CO 80205	City, State, Zip	Aurora CO 80205
Telephone	720.937.9245	Telephone	720.937.9245
Email	lorraine.hoover@comcast.net	Email	lorraine.hoover@comcast.ent
<p>*If More Than One Property Owner: 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>**Property owner shall provide a written letter authorizing the representative to act on his/her behalf.</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> <p>If the owner is a corporate entity, proof of authorization for an individual to sign on behalf of the organization is required. This can include board resolutions authorizing the signer, bylaws, a Statement of Authority, or other legal documents as approved by the City Attorney's Office.</p>			
SUBJECT PROPERTY INFORMATION			
Location (address and/or boundary description):	2655 & 2659 N Downing St		
Assessor's Parcel Numbers:	0226404025000 & 0226404024000		
Area in Acres or Square Feet:	8,080 sf .18 acres		
Current Zone District(s):	G-RO-3		
PROPOSAL:			
Proposed Zone District:	U-MX-3		

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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. 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>
<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>Justifying Circumstances - One of the following circumstances exists:</p> <p><input type="checkbox"/> The existing zoning of the land was the result of an error.</p> <p><input type="checkbox"/> The existing zoning of the land was based on a mistake of fact.</p> <p><input type="checkbox"/> The existing zoning of the land failed to take into account the constraints 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 checked="" type="checkbox"/> Since the date of the approval of the existing Zone District, there has been a change to such a degree that the proposed rezoning is in the public interest. Such change may include:</p> <p style="margin-left: 20px;">a. Changed or changing conditions in a particular area, or in the city generally; or</p> <p style="margin-left: 20px;">b. A City adopted plan; or</p> <p style="margin-left: 20px;">c. That the City adopted the Denver Zoning Code and the property retained Former Chapter 59 zoning.</p> <p><input type="checkbox"/> It is in the public interest to encourage a departure from the existing zoning through application of supplemental zoning regulations that are consistent with the intent and purpose of, and meet the specific criteria stated in, Article 9, Division 9.4 (Overlay Zone Districts), of this Code. 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. Please provide an attachment describing how the above criterion is met.</p>
REQUIRED ATTACHMENTS	
<p>Please ensure the following required attachments are submitted with this application:</p> <p><input checked="" type="checkbox"/> Legal Description (required to be attached in Microsoft Word document format)</p> <p><input checked="" type="checkbox"/> Proof of Ownership Document(s)</p> <p><input checked="" type="checkbox"/> Review Criteria, as identified above</p>	
ADDITIONAL ATTACHMENTS	
<p>Please identify any additional attachments provided with this application:</p> <p><input checked="" type="checkbox"/> Written Authorization to Represent Property Owner(s)</p> <p><input checked="" type="checkbox"/> Individual Authorization to Sign on Behalf of a Corporate Entity</p>	
<p>Please list any additional attachments:</p> <p><small>Letter to all Contact City Council Offices for feedback and guidance on the re-zoning and Exhibit A which was sent to: District 9 Incoming Councilmember Candé OdeBac Councilmember At-Large Deborah Ortega: 720-337-7715 / orlegas@denvergov.org Councilmember At-Large Robin Katesh: 720-337-7712 / katesh@denvergov.org * Contact the Registered Neighborhood Organizations for feedback on the proposed re-zoning Neighborhood Cooperation (NCO): 303-897-2233 / president@denvernco.org Wellsen Corridor Property Owners: 720-272-0656 / info@wellsencorridor.com The Plains Historical Development Corp. 303-386-4465 / @plainsdevelopment@yahoo.com Contact City Councilmember, District 9: 303-844-1111</small></p>	

Last updated: May 24, 2018

Return completed form to rezoning@denvergov.org

201 W. Colfax Ave., Dept. 205
Denver, CO 80202
720-865-3974 • rezoning@denvergov.org



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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	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	Has the owner authorized a representative in writing? (YES/NO)
EXAMPLE John Alan Smith and Josie Q. Smith	123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov	100%	<i>John Alan Smith</i> <i>Josie Q. Smith</i>	01/01/12	(A)	YES
Bowie-Newell Trustee Lorraine Hoover	2655 & 2659 N Downing St Denver, CO 80205 720.937.9245	100%	<i>Lorraine Hoover</i> <i>Lorraine Hoover</i>	1/3.2020	A	YES

Last updated: May 24, 2018

Return completed form to rezoning@denvergov.org

201 W. Colfax Ave., Dept. 205
Denver, CO 80202
720-865-2974 • rezoning@denvergov.org

September 6, 2019

Bowie – Newell Trust
2655-59 Downing St
Denver CO 80205

RE: Pre-Application Request for Zoning Change from: G-RO-3 to C-MX-3 or U-MX-3
File No -2019|-00107

Ladies and Gentlemen:

The undersigned hereby certifies with respect to the property legally described in Exhibit "A" attached hereto ("premises") as follows:

The zoning code affecting the Premises is G-RO-3.

To be consistent with Adopted Plans with in the *Comprehensive Plan 2040 – Blueprint Denver (2019) – Northeast Downtown Neighborhoods Plan (2011)* we will be redeveloping the current site and have no plans for demolition, just some minor interior changes, we will reuse the existing building, no expanding. This building was previously a commercial building but due to rezoning it was changed to a G-RO-3. We would like to change this to a CMX-3 or a U-MX-3.

Development in this context will be sensitive to the existing neighborhood character and offer residents a mix of uses, with good street activation and connectivity. These areas offer access to neighboring areas and commercial nodes, with some small mixed-use nodes within the neighborhood.

Our goal is to provide options for dining, entertainment and shopping. May also include some residential and employment uses. We will stay in line with the public realm which is typically defined by lower-scale buildings with active frontages. Heights are generally up to 3 stories. Although generally well-integrated into the surrounding neighborhood, a limited transition may be needed.

The Premises and its present and intended use as an apartment complex with related facilities complies with applicable zoning codes, city ordinances and building, environmental and energy codes, ordinances and regulations.

Lorraine Hoover

Raymond Rountree

Trusties for Bowie Newell Properties

Property Manager

Will M. Lindsey

Associate City Planner
Community Planning and Development | City and County of Denver

The Bowie Newell Trust

Rezoning G-RO-3 to U-MX-3

TO: Libbie Adams, AICP, Associate City Planner
720-865-3267

From: Lorraine Hoover
The Bowie Newell Trust
2655 N Downing St
Denver, CO 80205
Trustee: Lorraine Hoover
720.937.9245
rainhoov@gmail.com

Date: June 8, 2020

RE: **Official Map Amendment Comments – Application # 2019I-00107 2655 and 2659 Downing St, from G-RP-3 to U-MX-3**

1. Consistency with Adopted Plans

a. Comprehensive Plan 2040

- Equitable, Affordable and Inclusive Goal 1: Ensure all Denver residents have safe, convenient, and affordable access to basic services and a variety of amenities (p. 28). U-MX-3 allows for a mix of uses as it is within walking distance of Light Rail and RTD.
- Strong and Authentic Neighborhoods Goal 1 Strategy D: Encourage quality infill development that is consistent with the surrounding neighborhood and offers opportunities for increased amenities (p. 34). Rezoning the property from URO-3 to U-MX-3 will increase commercial uses and amenities in the area while remaining compatible with the surrounding residential neighborhood.
- Environmentally Resilient Goal 8, Strategy A: Promote infill development where infrastructure and services are already in place (p. 54). The rezoning and reuse We are requesting that 2659 N Downing St be rezoned to U-M-X3, which is consistent with the urban neighborhood plan allowing for mix of uses, where residents retain access to varied transit options and amenities
- Availability of transit and dedicated bike lanes. These areas offer access to neighboring areas and commercial locations consistent with some small mixed-use access within the neighborhood.

b. Blueprint Denver 2019

- Future neighborhood context: Small multi-unit residential and mixed-use areas are typically embedded in 1-unit and 2-unit residential areas. Block patterns are generally regular with a mix of alley access. Buildings are lower scale and closer to the street. (p 136). U-MX-3 is in the urban neighborhood context and consistent with the future context designation.

The Bowie Newell Trust

Rezoning G-RO-3 to U-MX-3

- Future Places
 - Primarily provides options for dining, entertainment and shopping. May also include some residential and employment uses. Typically frequented by residents of the neighborhood. Highest activity levels during evenings and weekends. Buildings have a distinctly linear orientation along the street with very shallow setbacks. The scale is intimate with a focus on the pedestrian. The public realm is typically defined by lower-scale buildings with active frontages, Heights are generally up to 3 stories. Although generally well-integrated into the surrounding neighborhood, a limited transition may be needed (p. 228). 1.
 - Future Places Map Growth Strategy: All other areas of the city which is where the city anticipates seeing 20% housing growth and 10% employment growth – discuss how this change in zoning will bring some employment growth to the area because it allows for more commercial uses, but the height will remain the same.
 - Street Types: Downing Street is a residential arterial and is consistent with U-MX-3 zoning for future U-M-X3 provides options for dining, entertainment and shopping. This will allow for residential and employment uses. U-M-X3 is consistent with Blueprint Denver as it is a 3-story limit

c. Northeast Downtown Neighborhoods Plan

- U-MX-3 is consistent with the designation of Transit Oriented Development on the future land use map. The description is “Transit-Oriented developments have land uses with a direct correlation to the function of a mass transit system. These development sites are located at stations or stops along mass transit lines, especially rail lines. Transit-Oriented developments provides housing, services, and employment opportunities for a diverse population in a configuration that facilitates pedestrian and transit access” (p. 16-17).
- U-MX-3 is consistent with this description because it will allow for housing, office, retail, and restaurant uses and is located near a rail station. Uniformity of District Regulations and Restrictions

2. Uniformity of District Regulations and Restrictions

- a. The proposed rezoning to U-MX-3 would result in the uniform application of zone district building form, use, and design regulations

3. Public Health, Safety and Welfare allows for mixed uses for elderly and youth to get around in the community with public transportation safely. Mix of uses near transit will provide amenities to residents and those using the light rail. Locating a mixed-use development near transit will increase accessibility to a range of services like local Hospitals.

4. Justifying Circumstances

Since the date of the approval of the existing Zone District, there has been changes to such a degree that the proposed rezoning is in best interest of the community including:

The Bowie Newell Trust

Rezoning G-R0-3 to U-MX-3

- a. Properties along Welton between 28th and 31st Ave were rezoned from U-MX-3 to U-MX-5 in 2013
 - b. Tremont Townhomes across the street
 - c. 26th and Welton Street Apartments
 - d. These developments justify a change in zoning Section 5.1.1 Urban Neighborhood Context General Character
5. Consistency with Neighborhood Context, Zone District, Purpose and Intent Statement
- a. The requested rezoning to U-MX-3 aligns with the urban Neighborhood Context General Character description because it's a small-scale commercial site embedded within a single and two-unit residential area.
 - b. Our requested rezoning will allow for Shop front and General building forms that may contain a mixture of uses within the same building per section 5.1.1.
 - c. This rezoning aligns with the intent of the U-MX-3 district because it will allow up to 3 stories and is located at the intersection of an arterial and local street.

If you have any questions, please do not hesitate to contact me.

Thank you,

Lorraine Hoover

The Bowie Newell Trust

Rezoning G-RO-3 to U-MX-3

TO: Libbie Adams, AICP, Associate City Planner
720-865-3267

From: Lorraine Hoover
The Bowie Newell Trust
2655 N Downing St
Denver, CO 80205
Trustee: Lorraine Hoover
720.937.9245
rainhoov@gmail.com

Date: June 14, 2020

**RE: Official Map Amendment Comments – Application # 2019I-00107 2655 and 2659
Downing St, from G-RP-3 to U-MX-3 Legal Discription**

That Part of Block 1, Case and Hawe's Re-subdivision of all of that part of Case Ebert's Addition to the City of Denver, lying Southeast of Block 80 and Northeast of Block 81, and all that part of Block 80, Case and Ebert's Addition to the City of Denver and 10 foot strip or outlot adjoining in Fisk's Addition to the City of Denver, All described as follows: Beginning 10 Feet East of Southeast corner of said Block 1, Case and Hawe's Re-subdivision; Thence North along the West line of Downing Street, 75 Feet; Thence West at Right angles 112.5 Feet; Thence South at Right angle with last mentioned line parallel with Downing Street to Northeast line of 29th Street; Thence Southeasterly along line of 29th Street to Francis Place; Thence East along South line of said Block 1, Case and Hawe's Re-subdivision to place of beginning.

If you have any questions, please do not hesitate to contact me.

Thank you,

Lorraine Hoover

Real Property Records

Date last updated: Wednesday, January 1, 2020

Real Property Records Search

If you have a question about the value, ownership, or characteristics of this property, or any other property in Denver, please call the Assessor at 720-913-4162.

[Link to real property information for this property.](#)

[Link to property tax information for this property.](#)

[Link to comparable sales information for this property.](#)

[Link to property sales information for all Denver neighborhoods](#)

[Link to chain of title information for this property.](#)

[Link to map/historic district listing for this Property.](#)

[Link to property sales information for this neighborhood](#)

[Back to Property List](#)

The property description shown is data from the Assessor's active, in-progress 2017 file. The "current year" values are from the 2017 tax year for real property tax due in 2018. These values are based on the property's physical status as of January 1, 2017.

PROPERTY INFORMATION

Property Type: INDUSTRIAL - WAREHOUSE

Parcel: 0226404025000

Name and Address Information

Legal Description

BOWIE-NEWELL TRUST

CASE & HAWES ADD & FISKS ADD

2655 N DOWNING ST

B1 & 80 DIF RCP #0090656

DENVER, CO 80205-4403

RCD 11-25-85

Property Address:

2655 N DOWNING ST

Tax District

DENV

Assessment Information

	Actual	Assessed	Exempt	Taxable
Current Year				
Land	344300	99850		
Improvements	163900	47530		
Total	508200	147380	0	147380
Prior Year				
Land	250400	72620		
Improvements	82700	23980		
Total	333100	96600	0	96600

Style: Other

Reception No.: 2016115051

Year Built: 1931

Recording Date: 08/26/16

Building Sqr. Foot: 4,400

Document Type: Quit Claim

Bedrooms:

Sale Price:

Baths Full/Half: 0/0

Mill Levy: 72.116

Basement/Finished: 0/0

Lot Size: 6,260

[Click here for current zoning](#)

Zoning Used for Valuation:

G-RO-3

*Note: Valuation zoning maybe different
from City's new zoning code.*

 [Print](#)

Real Property Records

Date last updated: Wednesday, January 1, 2020

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PROPERTY INFORMATION

Property Type: RESIDENTIAL

Parcel: 0226404024000

Name and Address Information

Legal Description

BOWIE-NEWELL TRUST
2659 N DOWNING ST
DENVER, CO 80205-4403

CASE & HAWES ADD & FISK ADD B1
& 80 DIF BOOK 3111-602

Property Address: 2659 N DOWNING ST

Tax District: DENV

Assessment Information

	Actual	Assessed	Exempt	Taxable
Current Year				
Land	100100	7160		
Improvements	183900	13150		
Total	284000	20310	0	20310
Prior Year				
Land	72800	5240		
Improvements	158900	11440		
Total	231700	16680	0	16680

Style: One Story

Year Built: 1922

Building Sqr. Foot: 559

Bedrooms: 1

Baths Full/Half: 1/0

Basement/Finished: 164/0

Reception No.: 2016108135

Recording Date: 08/16/16

Document Type: Quit Claim

Sale Price:

Mill Levy: 72.116

Lot Size: 1,820

[Click here for current zoning](#)

Zoning Used for Valuation:

G-RO-3

Note: Valuation zoning maybe different from City's new zoning code.

 [Print](#)

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity named R&R COMPANIES, LLC, a Colorado Limited Liability Company.

2. The type of entity is a:

- | | |
|--|---|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Registered Limited Liability Limited Partnership |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Partnership Association |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Unincorporated Nonprofit Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Government or Governmental Subdivision or Agency |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Business Trust |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Registered Limited Liability Partnership |
| <input type="checkbox"/> Other: Registered Limited Liability Limited Partnership | |

3. The entity is formed under the laws of Colorado.

4. The mailing address for the entity is: 2655 Downing Street, Denver, Colorado 80205

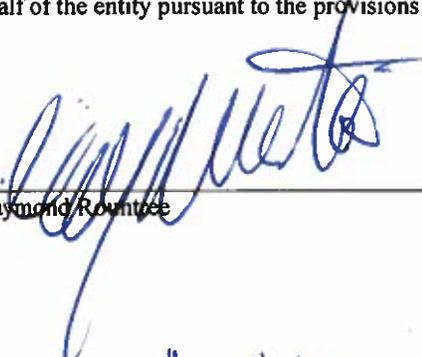
5. The name, or position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is: Raymond Rountree, Manager.

6. (Optional) The authority of the foregoing person(s) to bind the entity is not limited limited as follows:

7. (Optional) Other matters concerning the manner in which the entity deals with interest in real property: None.

8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.

Executed this 29th day of July, 2016.

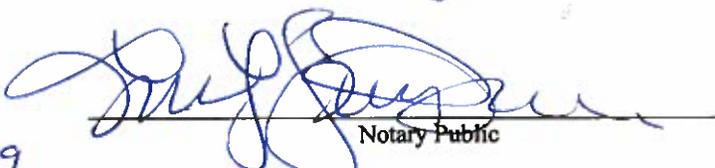


Raymond Rountree

State of Colorado)
County of Denver) ss.

The foregoing instrument was acknowledged before me this 29th day of July, 2016, by Raymond Rountree.

Witness my hand and official seal.



Notary Public

My Commission Expires: 06/06/2019

LANBETA L SOWELL-FRUITT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034018762
MY COMMISSION EXPIRES 06-06-2019

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity named **The Bowie Newell Trust**.

2. The type of entity is a

Corporation

Nonprofit Corporation

Limited Liability Company

General Partnership

Trust

Limited Partnership

Other: Registered Limited Liability Limited Partnership

Registered Limited Liability Limited Partnership

Limited Partnership Association

Unincorporated Nonprofit Association

Government or Governmental

Subdivision or Agency

Business Trust

Registered Limited Liability

Partnership

3. The entity is formed under the laws of Colorado.

4. The mailing address for the entity is: 1556 S. Lansing Street, Aurora, CO 80012-5127

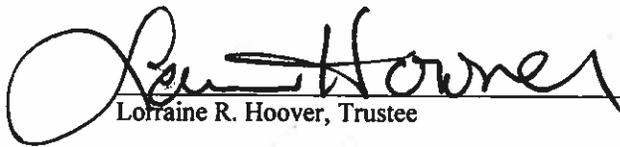
5. The name, or position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is: Lorraine R. Hoover, Trustee

6. (Optional) The authority of the foregoing person(s) to bind the entity is X not limited limited as follows:

7. (Optional) Other matters concerning the manner in which the entity deals with interest in real property: None.

8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.

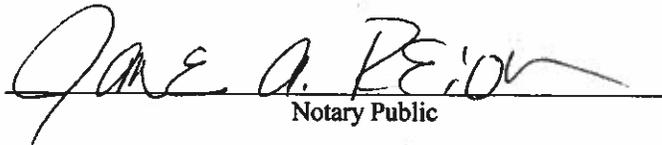
Executed this 5 day of Feb, 2020.


Lorraine R. Hoover, Trustee

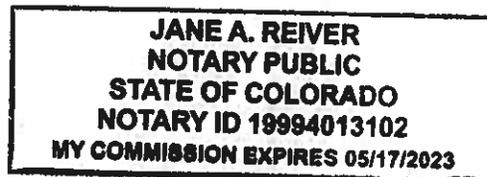
STATE OF COLORADO)
COUNTY OF ARAPAHOE) ss.

The foregoing instrument was acknowledged before me this 5 day of Feb, 2020, by Lorraine R. Hoover.

Witness my hand and official seal.


Notary Public

My Commission Expires: 05/17/2023



54-6611836

TRUST AGREEMENT

Trust Agreement made this 1 day of April, 2004.

Raymond Joseph Roundtree, Grantor(s)/Settlor(s) and Beneficiaries, (hereinafter collectively referred to as the "Beneficiaries"), whose address is 2655 Downing St. Denver, CO 80205, and Lorraine R. Hoover, as Trustee of the trust created hereby, (hereinafter referred to as the "Trustee", which designation shall include all successor trustees), whose address is 1556 S. Lansing St. Aurora, CO 80012.

Whereas, the Beneficiaries are about to convey or cause to be conveyed in the near future certain real property to the Trustee, and the Trustee has agreed to accept such conveyance and hold the real property as a fiduciary in trust for the Beneficiaries under the terms and conditions set forth below.

Now, Therefore, the parties hereby agree as follows:

1. Declaration of Trust. The trust created by the settlors herein shall be known as The Bowie Newell Trust (hereinafter referred to as the "Trust").

2. Trust Property. The corpus of the trust will be real property (hereinafter referred to as the "Trust Property") that the Beneficiaries will convey or cause to be conveyed fee simple absolute by deed. Said property is described in the attached Exhibit "A." The Trustee shall hold full legal and equitable title to said property, in trust, only for the use and purpose stated under the terms of this Agreement and any valid addendum hereto duly executed by the parties. If permissible in the state in which the real property sits, title shall be held in the name of the Trust itself, to wit: "The Bowie Newell Trust," otherwise, the Trustee shall hold title in his or her name "an individual, as Trustee, and not personally, of the Bowie Newell Trust."

3. Trust Purpose. The objects and purposes of this Trust shall be to hold full legal and equitable title to the Trust Property until its sale, disposition or liquidation, or until the trust is terminated or expires by its own terms and/or as a matter of law. The Trustee shall not undertake any activity that is not strictly necessary to the achievement of the foregoing objects and purposes, nor shall the Trustee transact business within the meaning of applicable state law, or any other law, nor shall this Agreement be deemed to be, or create or evidence the existence of a corporation, de facto or de jure, or a Massachusetts Trust, or any other type of business trust, or an association in the nature of a corporation, or a co-partnership or joint venture, limited liability company, or similar limited liability association by or between the Trustee and the Beneficiaries, or by or between the Beneficiaries.

4. Consideration. The Trustee has paid no consideration for the conveyance of real property described herein. The conveyance will be accepted and held by the Trustee subject to all existing liens, encumbrances, easements, restrictions or other clouds or claims against the title thereto, whether the same are of record or otherwise. The property will be held on the trusts, terms and conditions and for the purposes hereinafter set forth, until the whole of the trust estate is conveyed, free of this trust, as hereinafter provided.

5. Rights and Duties of the Beneficiaries. The persons and/or entities named in the attached Exhibit "B" (including their heirs, assigns or successors) hereof are the Beneficiaries of this Trust, and as such, shall be entitled to all of the earnings, avails and proceeds of the Trust Property according to their interests set opposite their respective names. No Beneficiary shall have any legal or equitable right, title or interest, as realty, in or to any real estate held in trust under this Agreement, or the right to require partition of that real estate, but shall have only the rights, as personalty, set out below, and the death of a Beneficiary shall not terminate this Trust or in any manner affect the powers of the Trustee.

The interests of the Beneficiaries shall consist solely of the following rights respecting the Trust Property:

a. The right to direct the Trustee to convey or otherwise deal with the title to the Trust Property as hereinafter set out.

b. The right to participate in the management and control the Trust Property.

c. The right to receive the proceeds and avails from the rental, sale, mortgage, or other disposition of the Trust Property.

6. Powers and Duties of Trustee. The Trustee shall not copy or show this agreement to any individual or entity other than the beneficiaries or successor trustees, nor shall the Trustee reveal the identity of the beneficiaries or the trust property to any individual or entity except by way of a Court Order duly executed by a Justice or Magistrate of a Court of competent jurisdiction. The trustee shall not record this agreement or the name of any of the beneficiaries in any place of public record.

The Trustee, as the sole owner of record of the Trust Property, have the following powers with respect the Trust Property, as to the written direction of the Beneficiary:

a. To issue notes or bonds and to secure the payment of the same by executing a deed of trust, mortgage or other security instrument conveying a lien on the whole or any part of the Trust Property;

b. To borrow money, giving notes therefor, or to assume existing debts related to the property signed by him or her in the capacity as Trustee;

c. To invest such part of the capital and profits therefrom and the proceeds of the sale of bonds and notes in such real estate, equities in real estate, and mortgages in real estate in the United States of America;

d. To have, together with, and at the direction of the beneficiaries, the exclusive management and control of the property as if he were the absolute owner thereof, and the full power to do all things and perform all acts which in his or her judgment are necessary and proper for the protection and preservation of the Trust Property and for the interest of the Beneficiaries in the property of the Trust, subject to the restrictions, terms, and conditions set forth herein;

e. To take possession of the trust property in the event it becomes vacant;

f. To purchase any additional real property for the Trust at such times and on such terms as may be beneficial to the beneficiary;

g. To rent or lease the whole or any part of the Trust Property for long or short terms, but not for terms exceeding the term of the Trust then remaining;

h. To repair, alter, tear down, add to, or erect any building or buildings upon land belonging to the Trust; to fill, grade, drain, improve, and otherwise develop any land belonging to the Trust; to carry on, operate, or manage any building, apartment house, mobile home lot or hotel belonging to the Trust;

i. To make, execute, acknowledge, and deliver all deeds, releases, mortgages, leases, contracts, options, agreements, instruments, and other obligations of whatsoever nature relating to the Trust Property, and generally to have full power to do all things and perform all acts necessary to make the instruments proper and legal (and to do so by a duly appointed attorney-in-fact);

j. To collect notes, rents, obligations, dividends, and all other payments that may be due and payable to the Trust; to deposit the net proceeds thereof, as well as any other moneys from whatsoever source they may be derived, in any suitable bank or depository, and to draw the same from time to time for the purposes herein provided, paying the net proceeds therefrom to the beneficiaries;

k. To pay all lawful taxes and assessments and the necessary expenses of the Trust; to employ such officers, brokers, property managers, engineers, architects, carpenters, contractors, agents, counsel, and such other persons as may seem expedient, to designate their duties and fix their compensation; to fix a reasonable compensation for their own services to the Trust, as organizers thereof.

l. To represent the Trust and the Beneficiaries in all suits and legal proceedings relating to the Trust Property in any court of law of equity, or before any other bodies or tribunals; to begin suits and to prosecute them to final judgment or decree; to compromise claims or suits, and to submit the same to arbitration when, in their judgment, such course is necessary or proper.

Trustee in addition to the other duties herein imposed upon him or her, shall have the obligation to:

m. To keep a careful and complete record of all the beneficial interests in the Trust Property with the name and residence of the person or persons owning such beneficial interest, and such other items as they may deem of importance or as may be required by the Beneficiaries.

n. To keep careful and accurate books showing the receipts and disbursements he or she has made on behalf of the Trust and also of the Trust Property and to keep books of the Trust open to the inspection of the Beneficiaries.

Nothing in this agreement shall preclude the powers and authorities of a trustee as defined by state law, code or statute, unless such additional powers shall cause this agreement to be construed as a "trust" as defined in Section 301.7701-4(a) of the Procedure and Administration Regulations of the Internal Revenue Code.

7. Compensation of Trustee. The Beneficiaries jointly and severally agree that the Trustee shall receive the sum of \$1.00 per year for his or her services as Trustee.

8. Liability of Trustee. The Trustee and his or her successor as Trustee shall not be required to give a bond, and each Trustee shall be liable only for his own acts and then only as a result of his own gross negligence or bad faith.

9. Removal of Trustee. The Beneficiaries shall have the power to remove a Trustee from his office or appoint a successor to succeed him or her. This removal must be in writing, signed by all of the beneficiaries. Upon Seven (7) days written notice, the Trustee shall deliver all books, records, bank account information, keys, security deposits, leases and funds in his or her possession, and execute any documents necessary to convey title and/or authority over the Trust and the Trust Property to the Successor Trustee.

10. Resignation of Trustee. Any Trustee may resign his or her office with thirty (30) days written notice to Beneficiaries. The Beneficiaries shall appoint the Trustee named as successor Trustee herein (or proceed to elect a new Trustee) to take the place of the Trustee who had resigned, but the resignation shall not take effect until an affidavit

signed and acknowledged before a notary public by both the resigning Trustee and the new Trustee shall have been procured in a form which is acceptable for recording in the registries of deeds of all the counties in which properties held under this instrument are situated. If the Trust property is recorded in the name of the trustee himself, the resigning trustee shall also execute a general warranty deed in the proper form and manner for recording the registry of deeds in the county in which the property is situated. Said deed and/or affidavit need not be recorded unless so requested of the new Trustee at the written direction of the Beneficiaries.

In the event a new trustee is not appointed within Sixty (60) days after notice the resignation of the existing Trustee is received by the beneficiaries, this agreement shall terminate, and the resigning Trustee shall deliver all books, records, bank account information, keys, security deposits, leases and funds in his or her possession, and execute any documents necessary to convey title to the trust property to the beneficiaries as their interests may appear.

Whenever a new Trustee shall have been elected or appointed to the office of Trustee and shall have assumed the duties of office, he or she shall succeed to the title of all the properties of the Trust and shall have all the powers and be subject to all the restrictions granted to or imposed upon the Trustee by this agreement, and every Trustee shall have the same powers, rights, and interests regarding the Trust Property, and shall be subject to the same restrictions and duties as the original Trustee, except as the same shall have been modified by amendment, as herein provided for.

11. Death or Incapacity of Trustee. Upon the death, termination, resignation or physical or mental incapacity of the Trustee, the following individual(s) shall immediately be appointed as successor Trustee, with the full powers and duties of the former Trustee:

Laneze Cooper, whose address is 2655 Downing St. Denver, CO 80205

or, if said individual is not then living or is unable or unwilling to act as trustee, then

Raymond Joseph Roundtree, Jr. whose address is 2655 Downing St. Denver, CO 80205.

In the event none of said individuals are then living or are unable or unwilling to act as Trustee, then a new Trustee will be elected and appointed as per paragraph "10" herein.

In the event of the death of any beneficiary, his or her right and interest hereunder, except as otherwise provided, shall pass to his or her executor or administrator and to his heirs at law.

12. Beneficiary not Bound by Trustee. The Trustee is not an agent or partner of, and shall have no power to bind the Beneficiaries personally and, in every written contract he may enter into, reference shall be made to this declaration; and any person or corporation contracting with the Trustee, as well as any beneficiary, shall look to the funds and the Trust Property for payment under such contract, or for the payment of any debt, mortgage, judgment, or decree, or for any money that may otherwise become due or payable, whether by reason or failure of the Trustee to perform the contract, or for any other reason, and neither the Trustee nor the Beneficiaries shall be liable personally therefor.

13. Dealings with Trustee. No party dealing with the Trustee in relation to the Trust Property in any manner whatsoever, and, without limiting the foregoing, no party to whom the property or any part of it or any interest in it shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, shall be obliged to see to the application of any purchase money, rent or money borrowed or otherwise advanced on the property; to see that the terms of this Trust Agreement have been complied with; to inquire into the authority, necessity or expediency of any act of the Trustee; or be privileged to inquire into any of the terms of this Trust Agreement.

14. Recording of Agreement. Neither this Agreement nor any summary of the contents hereof shall be placed on record in the county in which the Trust Property is situated, or elsewhere, but if it is so recorded, that recording shall not be considered as notice of the rights of any person under this Agreement derogatory to the title or powers of the Trustee.

15. Term of Agreement. This agreement shall continue for a period of twenty years from the date of its execution. The Trustee shall contact all Beneficiaries in writing at least twelve months prior to that time. The trustee shall place the Trust Property for public sale, pay all debts due and owing with regard to the Trust Property, and remit the proceeds to the Beneficiaries according to their respective interests in the Trust. The Beneficiaries may choose to renew this agreement for a term of twenty additional years by submitting their intention in writing to the Trustee.

If any portion of the Trust Property is in any manner or time period capable of being held in this Land Trust for longer period of time than is permitted under the laws of the state law governing this Agreement, or the vesting of any interest under this Land Trust could possibly occur after the end of such permitted time period, then, upon the occurrence of the foregoing, the Trustee is directed to immediately terminate the Trust and to distribute the Trust Property to the Beneficiaries as their respective interests may appear at the time of the termination of the Trust. As much as possible, the Trustee will maintain the Trust Property intact and not liquidate it, but, rather, distribute the Trust Property in kind.

16. Income Tax Returns. The Trustee shall not be obligated to file any income tax returns with respect to the Trust, except as required by law, and the Beneficiaries

individually shall report and pay their share of income taxes on the earnings and avails of the Trust Property or growing out of their interest under this Trust. In the event an informational return is required by law, the Trustee agrees to execute the same after contacting all the Beneficiaries. It is the intention of the parties that this agreement does not create a "trust" under the definition as set forth in Section 301.7701-4(a) of the Procedure and Administration Regulations of the Internal Revenue Code.

17. Assignment of Beneficial Interest. The interest of a Beneficiary, or any part of that interest, may be transferred only by a written assignment, executed in duplicate and delivered to the Trustee. If there is more than one beneficiary, the remaining beneficiaries must first approve of said transfer in writing. The remaining beneficiaries shall have a sixty (60) day right of first refusal to purchase said interest. Unless stated otherwise, any assignment of beneficial interest hereunder shall also include the power of direction and revocation of this trust agreement. Any beneficiary who assigns his interest in full shall forever waive his right to revoke this trust agreement.

18. Individual Liability of Trustee. The Trustee shall not be required, in dealing with the Trust Property or in otherwise acting under this Agreement, to enter into any individual contract or other individual obligation whatsoever; nor to make itself individually liable to pay or incur the payment of any damages, attorneys' fees, fines, penalties, forfeitures, costs, charges or other sums of money whatsoever. The Trustee shall have no individual liability or obligation whatsoever arising from its ownership, as Trustee, of the legal title to the Trust Property, or with respect to any act done or contract entered into or indebtedness incurred by it in dealing with the Trust Property or in otherwise acting under this Agreement, except only as far as the Trust Property and any trust funds in the actual possession of the Trustee shall be applicable to the payment and discharge of that liability or obligation.

19. Reimbursement and Indemnification of Trustee. If the Trustee shall pay or incur any liability to pay any money on account of this Trust, or incur any liability to pay any money on account of being made a party to any litigation as a result of holding title to the Trust Property or otherwise in connection with this Trust the Beneficiaries, jointly and severally, agree that on demand they will pay to the Trustee all such payments made or liabilities incurred by the Trustee, together with its expenses, including reasonable attorneys' fees, and that they will indemnify and hold the Trustee harmless of and from any and all payments made or liabilities incurred by it for any reason whatsoever as a result of this Agreement.

20. Unanimous Direction of Beneficiaries. Wherever an act, decision or direction is required by the "Beneficiary" or "Beneficiaries" herein, said designation shall be deemed to mean all of the beneficiaries acting in a unanimous agreement, unless a lesser percentage is so specified.

21. Governing Law. This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Colorado. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in the County in which the property sits. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

22. Binding Effect. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon any successor trustee under it, as well as upon the executors, administrators, heirs, assigns and all other successors in interest of the Beneficiaries.

24. Annual Statements. There shall be no annual meeting of the Beneficiaries, but the Trustee shall prepare an annual report of their receipts and disbursements for the fiscal year preceding, which fiscal year shall coincide with the calendar year, and a copy of the report shall be sent by mail to the Beneficiaries not later than February 28 of each year.

25. Termination of this Agreement. This Trust may be terminated on thirty (30) days written notice signed by all of beneficiaries and delivered to the Trustee. Upon the termination of this Agreement, the Trustee shall deliver all books, records, bank account information, keys, security deposits, leases and funds in his or her possession, and execute any documents necessary to convey title to the trust property to the beneficiaries as their interests may appear.

26. Entire Agreement. This Agreement contains the entire understanding between the parties and may be amended, revoked or terminated only by written agreement signed by the Trustee and all of the Beneficiaries.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

The beneficiaries:


Raymond Joseph Rountree

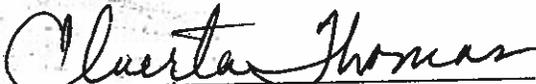
STATE OF COLORADO)

) ss:

CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of APRIL, 2004
2004, by Raymond Joseph Rountree.

Witness my hand and official seal


NOTARY PUBLIC
My commission expires 2/26/05

The Trustees:

Lorraine R. Hoover
Lorraine R. Hoover

STATE OF COLORADO)

) ss:

CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1 day of April,
2004, by Raymond Joseph Rountree.

Witness my hand and official seal

Christa Thomas
NOTARY PUBLIC
My commission expires 2/26/05

**EXHIBIT "A"
TRUST PROPERTY**

**L 10 BLK 39 SCHINNERS ADD
RESIDENTIAL**

Known by street and address as: 2222 Williams St.

TRUST PROPERTY

**CASE & HAWES ADD & FISKS ADD
B1 & 80 DIF RCP #0090656
RCD 11-25-85
INDUSTRIAL – WAREHOUSE**

Known by street and address as: 2655 Downing St.

TRUST PROPERTY

**CASE & HAWES ADD & FISK ADD B1
& 80 DIF BOOK 3111-602
RESIDENTIAL**

Known by street and address as: 2659 Downing St.

TRUST PROPERTY

**CASE & HAWES RESUB & FISKS ADD
B2 & 81 DIF RCP #0029399
RCD 10-2-86
VACANT LAND**

Known by street and address as: 2862 Tremont Pl.

TRUST PROPERTY

**L 9 & 10 BLK 36 CASE & EBERTS
ADD
VACANT LAND**

Known by street and address as: 3226 Larimer St.

TRUST PROPERTY

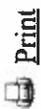
**E 58 1/2 FT OF L 11 TO 14 INC
& W 1/2 OF VAC ALLEY ADJ
BLK 14 WALNUT HILL ADD &
E 58 1/2 FT OF L 1 & W1/2
VAC ALLEY ADJ BLK 14 STATE ADD
RESIDENTIAL**

Known by street and address as: 3711 E. 26th Ave.

TRUST PROPERTY

**L 8 BLK 36 CASE & EBERTS ADD
RESIDENTIAL**

Known by street and address as: 3234 Larimer St.



Real Property Records

Date last updated: Wednesday, January 1, 2020

Real Property Records Search

If you have a question about the value, ownership, or characteristics of this property, or any other property in Denver, please call the Assessor at 720-913-4162.

- [Link to real property information for this property.](#)
- [Link to comparable sales information for this property.](#)
- [Link to chain of title information for this property.](#)
- [Link to property sales information for this neighborhood.](#)
- [Link to property tax information for this property.](#)
- [Link to property sales information for all Denver neighborhoods.](#)
- [Link to map/historic district listing for this Property.](#)

[Back to Property List](#)

The property description shown is data from the Assessor's active, in-progress 2017 file. The "current year" values are from the 2017 tax year for real property tax due in 2018. These values are based on the property's physical status as of January 1, 2017.

PROPERTY INFORMATION

Property Type: INDUSTRIAL - WAREHOUSE Parcel: 0226404025000

Name and Address Information Legal Description

BOWIE-NEWELL TRUST CASE & HAWES ADD & FISK'S ADD

2655 N DOWNING ST B1 & 80 DIF RCP #0090656

DENVER, CO 80205-4403 RCD 11-25-85

Property Address: 2655 N DOWNING ST Tax District: DENV

Assessment Information

Current Year	Actual	Assessed	Exempt	Taxable
Land	344300	99850		
Improvements	163900	47530		
Total	508200	147380	0	147380
Prior Year				
Land	250400	72620		
Improvements	82700	23980		
Total	333100	96600	0	96600

Style: Other Reception No.: 2016115051

Year Built: 1931 Recording Date: 08/26/16

Building Sqr. Foot: 4,400 Document Type: Quit Claim

Bedrooms: Sale Price:

Baths Full/Half: 0/0 Mill Levy: 72.116

Basement/Finished: 0/0

Lot Size: 6,260

[Click here for current zoning](#)

Zoning Used for Valuation: G-RO-3

Note: Valuation zoning may be different from City's new zoning code.



From: [melissa savcic](#)
To: [Adams, Libbie - CPD City Planner Associate](#)
Subject: [EXTERNAL] Welton Corridor RNO
Date: Friday, August 28, 2020 2:59:37 PM

Regarding Property location 2655 & 2659 North Downing Street to change zoning from G-RO-3 to C-MX-3 or U-MX-3.

We cannot attend the Public Hearing but **we approve** the change in order to provide more options for dining, entertainment and shopping in our neighborhood.

Thanks,

Melissa Savcic & Kevin Brown
2930 Glenarm Pl,
Denver, CO 80205

From: [Tai Beldock](#)
To: [Adams, Libbie - CPD City Planner Associate](#); [John Beldock](#)
Subject: [EXTERNAL] Rezoning Application for 2655 & 2659 N Downing St: 2019I-00107
Date: Monday, September 14, 2020 8:58:06 PM

Hello Libbie,

Unfortunately we cannot attend the public hearing but myself and my husband, John Beldock, live at 2652 N. Lafayette St. We have lived here since 2008. We are in full support of this rezoning request. It would be wonderful to see this property revitalized and become a vibrant addition to our community.

If you require any additional information, I can be reached at (303) 887-1647.

Sincerely,

--

Tai Beldock
The Boss Lady
Erico Motorsports
2855 Walnut St.
Denver, CO 80205
(303) 308-1811



From: [Planningboard - CPD](#)
To: [Adams, Libbie - CPD City Planner Associate](#)
Subject: FW: Denver's Planning Board Comment Form #13276852
Date: Tuesday, September 15, 2020 7:29:45 AM

From: noreply@fs7.formsite.com <noreply@fs7.formsite.com>
Sent: Monday, September 14, 2020 9:33 PM
To: Planningboard - CPD <planningboard2@denvergov.org>
Subject: Denver's Planning Board Comment Form #13276852



Thank you for submitting a comment to the Denver Planning Board. Your input will be forwarded to all board members as well as the project manager. For information about the board and upcoming agenda items, visit www.DenverGov.org/planningboard.

Name	Keith Pryor
Address	2418 Champa
City	Denver
State	Colorado
ZIP code	80205
Email	kpryor13@gmail.com
Agenda item you are commenting on:	Rezoning

Address of rezoning	2655 & 2659 Downing St.
Case number	20201-00107
Would you like to express support for or opposition to the project?	Strong support
Your comment:	I strongly support this zoning request as it is supported by the Northeast neighborhood plan and would align the parcel with others along the downing corridor which have the MX 3 zoning. This will bring the parcels in line with others in the district and support a mix use district which is called out in the plan and is desired by me and other neighbors in the area. Please support this re zoning request

This email was sent to planning.board@denvergov.org as a result of a form being completed.
[Click here](#) to report unwanted email.



PO Box 13545
Denver, CO 80201

Denver Planning Board
rezoning@denvergov.org

15 September 2020

Application 2019I-00107
Location 2655 and 2659 N. Downing Street

RE: DENIAL PENDING MORE INFORMATION

Dear Joel Noble, Chair Planning Board,

Applicant posted 2655 and 2659 N. Downing with a total of three three public hearing notification boards on both Downing and Tremont. The intersection of the city grid with the downtown grid creates triangular properties that may have primary entrance from two sides. It is imperative to post at all street frontages so that all neighbors are notified. Photos attached.

Letter dated September 6, 2020 as found on the City of Denver website page 4 of a 27 page application https://www.denvergov.org/content/dam/denvergov/Portals/646/documents/Zoning/rezoning/19i/19I00107_app_041520.pdf reflects that developer's "...goal is to provide options for dining, entertainment and shopping. May also include some residential and employment uses."

How will this atypical site, that may not have space for under ground parking, address employee, customer and residential parking?

Projects within 1,500 feet that may impact this project are:

On July 14, 2020 Zoning Board of Adjustment Case 32-20, Charity House Apartments, LLLP located at 3020, 3022, 3026 Welton was denied a parking variance deficient 22 of 27 parking spaces. The application provided 4 spaces for employees and one handicap space for a 36 unit Permanent Supportive Housing justice involved project that will have 5.75 full time employees, support staff, maintenance workers, visitors and up to 72 residents. Charity House is attempting to secure parking at a non compliant, unstriped lot that omits ADA parking at 2952 N. Downing on a month to month agreement that can be terminated by either party at any time. Project status is under Community Planning and Development review.

On October 8, 2019 Zoning Board of Adjustment Case 132-19, Mindspring Hostel located at 3030 Welton was granted a variance for zero parking spaces for a 50 bed hostel within unknown staffing requirements. Project was approved.

What other projects within 1,500 feet have been approved and what are the parking options?

Request for more information on how the developer will address parking to integrate with the neighbors and not burden this economically disadvantaged neighborhood with their projects commercial parking needs.

Thank you for your time and assistance.

Lynne Bruning
2955 and 2975 Welton
lynnebruning@gmail.com
720-272-0956

2655 and 2659 N. Downing Sunday September 13, 2020
Two public hearing notification boards posted on Downing Street



2655 and 2659 N. Downing Sunday September 13, 2020
One public hearing notification boards posted on Tremont.



From: [Hunter Leggitt](#)
To: [Adams, Libbie - CPD City Planner Associate](#)
Subject: [EXTERNAL] 2655 N Downing St Zoning Change - Adjacent Property Owner Questions
Date: Tuesday, September 15, 2020 11:23:16 AM
Attachments: [19I00107_app_090820.pdf](#)
[Public Comment_19I00107.pdf](#)

Hi Libbie - Good morning. I just left you a voicemail.

I'm the property owner at 2715 N Downing St, several doors down from this proposed zone change request. I'm also an architect and am very interested in helping ensure that Denver infill projects and developments are appropriately designed, transparent with intentions, and held accountable for the actual product that is built.

My lot is currently vacant and I'm currently permitting a duplex for myself, intended to start construction within the next several months. I did not receive any notice regarding the zoning change and upcoming Planning hearing tomorrow for this project, but saw the notice posted on the property yesterday.

I've taken a quick look at the application and proposed zone change and I have a couple of questions if you are available to share some insight.

Without any site plan or conceptual plans provided, I have noticed the applicant mentions in the 9/6/2019 application the following potentially contradictory statements:

- “we will be redeveloping the current site and have no plans for demolition, just some minor interior changes, we will reuse the existing building, no expanding”.
- The expressed goal is “to [provide options for dining, entertainment, and shopping](#). May also include some residential and employment uses.”
- The application then closes with the remark “The Premises and its present and intended use as an [apartment complex with related facilities](#)..”

Coming late to the table here, my questions and curiosity is to understand what exactly is the intention of this owner's rezoning request and improvement. This application's proposed use seems to potentially contradict itself or not be consistent.

Attached is the support letter from our mutual neighbor Melissa, which I could also be in support with. However how do we know that the applicant is actually going to proceed with building a beneficial mixed use project, and not just build an apartment building with greater density and bulk consistent with U-MX-3?

I'm not presuming that the applicant is doing anything other than what they are proposing, but without seeing anything, what exactly are they proposing?

And if the city is in support of the rezoning proposal, how might it help guarantee that the

applicant, or whoever they might resell/flip the property to post-rezoning, actually follows through with providing neighborhood appropriate mixed-use? Conditions of approval? Design review conditions?

Look forward to hearing your thought and am available by phone if easier.

Many thanks

Hunter

Hunter Leggitt
hleggitt@gmail.com
(310)780-9708