

# Attachment 1: Rezoning Application

## Zone Map Amendment (Rezoning) - Application

PROPERTY OWNER INFORMATION*		PROPERTY OWNER(S) REPRESENTATIVE**	
<input checked="" type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION		<input checked="" type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION	
Property Owner Name	Andy Blanding, c/o 4225 Elati	Representative Name	Steve Ferris/Real Estate Garage
Address	560 Front Range Rd	Address	1522 Blake St. Suite 350
City, State, Zip	Littleton, CO 80120	City, State, Zip	Denver, CO 80202
Telephone	303-210-8343	Telephone	303-435-5393
Email	pablanding@gmail.com	Email	steve@realestategarage.net
<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):		4225 N. Elati St. (L 21 TO 28 INC BLK 10 VIADUCT ADD)	
Assessor's Parcel Numbers:		0222312017000	
Area in Acres or Square Feet:		25,000 SF	
Current Zone District(s):		I-A, UO-2	
PROPOSAL			
Proposed Zone District:		C-RX-12	

**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)
<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)	YES
Paul A. Blanding, representing 4225 Elati, LLC <i>LindaFBlanding</i>	4225 N. Elati St. Denver, CO 80216	100%	<i>[Signature]</i> <i>Linda Blanding</i>	4/30/19	B	yes

## 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>a. Changed or changing conditions in a particular area, or in the city generally; or</p> <p>b. A City adopted plan; or</p> <p>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

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, as identified above

## ADDITIONAL ATTACHMENTS

Please identify any additional attachments provided with this application:

- Written Authorization to Represent Property Owner(s)
- Individual Authorization to Sign on Behalf of a Corporate Entity

Please list any additional attachments:



Steve Ferris, Principal  
[sferris@realestategarage.net](mailto:sferris@realestategarage.net)

April 30, 2019

Community Planning & Development  
City and County of Denver  
201 W. Colfax Avenue, 2<sup>nd</sup> floor  
Denver, CO 80202  
As emailed to [rezoning@denvergov.org](mailto:rezoning@denvergov.org)

**RE: Application, Request to Rezone 4225 N. Elati St.**

Dear Community Planning & Development:

This firm represents 4225 Elati LLC, the owner of 4225 North Elati Street, with regard to this request for rezoning. The property consists of partially developed land, 25,000 square feet in size, surrounded by industrial and residential land primarily zoned I-A or I-B, portions of which are being considered to be rezoned similar to this property.

The request was discussed in a pre-application meeting with Libbie Adams of your staff on March 19, 2019. Since the meeting, we have discussed this pending application with the local councilperson. We have also communicated with the Elyria Swansea/Globeville Business Association, Globeville Civic Association, Globeville Civic Partners, Globeville K.A.R.E.S., UCAN, and Unite North Denver Metro RNO's regarding the pending application. We met personally with the Globeville Civic Partners and Globeville Civic Association, per their request. Both agreed to support our rezoning. Given that surrounding property owners are all industrial property owners, the proposed rezoning's facilitation of development on a current vacant lot is seen as beneficial.

## **Rezoning Review Criteria**

### **General Review Criteria (DZC Section 12.4.10.7)**

The proposed rezone of 4225 North Elati from I-A, UO-2 to C-RX-12 complies with all General Review Criteria, as detailed below.

#### **12.4.10.7.A. Consistency with Adopted Plans.**

This proposed official map amendment is consistent with the following adopted plans, in the manner described.

**Denver Comprehensive Plan 2040.** The Denver Comprehensive Plan 2040 identifies vision elements, goals, and strategies to achieve these goals. The vision elements and goals emphasize economic mobility and diversification, growth in neighborhood businesses, a strong workforce, a globally competitive city, and economic vitality. This proposed rezone is consistent with the following Denver Comprehensive Plan goals and strategies:

Equitable, Affordable, and Inclusive

- 1.A. Increase development of housing units close to transit and mixed-use developments.
- 1.2 Support housing as a continuum to serve residents across a range of incomes, ages and needs.
- 1.3 Develop housing that is affordable to residents of all income levels.

Strong and Authentic Neighborhoods

- 1.A. Build a network of well-connected, vibrant, mixed-use centers and corridors.
- 1.B. Ensure neighborhoods offer a mix of housing types and services for a diverse population.
- 1.C. Ensure neighborhoods are safe, accessible and well-connected for all modes.
- 1.D. Encourage quality infill development that is consistent with the surrounding neighborhood and offers opportunities for increased amenities.

Connected, Safe and Accessible Places

- 3.8 Strengthen multimodal connections in mixed-use centers and focus growth near transit.
- 3.9 Advance innovative curb lane management and parking policies.
- 3.10 Embrace innovations in transportation policy and technologies to improve movement throughout the city.

Denver and the Region

- GOAL 4.** Capitalize on Denver's role as a transportation hub and enhance connections to the region and beyond.
- 4.A. Leverage the regional investment in RTD's FasTracks program to develop a network of transit-oriented centers at rail stations.
  - 4.B. Utilize Denver Union Station's role as the heart of the RTD system to strengthen downtown's principal role in the regional economy.

**Blueprint Denver (2019).** Blueprint offers explicit advice on how to consider its contents with regard to rezonings, citing the applicability of the Neighborhood Context, Places map, Places description, Growth strategy, and Street Type. It notes that Plan Policies and Strategies and Equity Concepts are only applicable in some cases.

### Neighborhood Context

4225 N. Elati, as well as the of the Upper Fox portion of Globeville, is in the Urban Center neighborhood context, due to its walkability and access to transit. Multi-story, multi-unit residential, and mixed-use building forms are appropriate.

### Place

The Upper Fox portion of Globeville is designated as a mixture of a “Community Center” along the light-rail line, with “High” and High-Medium” residential areas between the 41<sup>st</sup> and Fox station and I-25. The half-block within which 4225 N. Elati sits is designated as “High”, as it abuts a “Community Center” designation immediately to its west, with a “High Medium” designation across Elati to the east. These designations strongly suggest multi-unit residential, with mixed-use areas and residential uses as high intensity, noting that “Taller mixed-use buildings are common.”

Given the adjacency to transit, planned building heights, and transitions both east and west, the proposed building height is appropriate. The growth strategy map further designates this property as a Future Growth Area, specifically as a “High and High-Med residential area” while abutting a community center.

### Street Type

As is noted in the 41<sup>st</sup> and Fox Station Area Plan (assessed below), this part of Globeville is currently only served by one mixed-use arterial and collector. While this is in contrast with desired street types the neighborhood context, the densities proposed throughout the Upper Fox area are proposed to be managed through the development of a Comprehensive Mobility Solution, or CMS. This involves Parking Maximum Overlay planning efforts and rules and regulations limiting and allocating vehicle parking management in the 41<sup>st</sup> and Fox Station East area. The goal is to allocate and share street capacities until such time that additional street infrastructure is built.

**41st and Fox Station Area Plan (2009).** *“The plan is intended to guide future land use and infrastructure decisions to foster transit oriented development.”* (Page vii) The vision of the plan is that the area *“...will develop over the coming decades into the focal point of a diverse, transit supportive and environmentally sustainable urban center.”* The vision includes the following goals (Page vii):

- a. *Improve pedestrian connections to the station, between neighborhoods, and along major corridors*

- b. *Create opportunities to add more housing, jobs and services to the station area*
- c. *Incorporate plazas, parks and open space into redevelopment areas*
- d. *Capitalize on the station area's proximity to Downtown and location on the Gold Line and Northwest Rail corridors*
- e. *Balance the needs of new development and existing uses*

**Globeville Neighborhood Plan (2014 & 2016).** 4225 Elati is located within the 41st and Fox Station Area as defined in the Globeville Neighborhood Plan, and enjoys an Urban Residential land use concept designation, and has a maximum recommended building height of 12 stories. The following excerpts further detail consistency.

- a. Page 15 - *VISION: The 41st and Fox Station will develop over the coming decades into the focal point of a diverse, transit-supportive, and environmentally sustainable urban center. Many new residents and businesses will be drawn to the convenient location close to downtown and near some of Denver's most vibrant urban neighborhoods.*
- b. Page 24 - *An Integrated Strategy for Improving Residential and Industrial Compatibility - This Plan's land use strategies (see Strong Chapter) strive to buffer the residential core of the neighborhood from industrial impacts, while also introducing mixed-use development at key locations within Globeville. The urban design recommendations presented in the Unique Chapter are intended to compliment this land use strategy and further enhance industrial and residential compatibility.*
- c. Page 33 - *Concept Land Use and Areas of Change - 4225 Elati is identified as an Area of Change, with the designation of Urban Residential.*
  - i. *Urban Residential: Urban residential areas are higher density and primarily residential but may include complementary commercial uses. A mixture of housing types is present, including single family houses, townhouses, small multifamily apartments, and sometimes mid to high-rise residential structures.*
- d. Page 35 - *B5. Establish Recommended Maximum Building Heights - Establish maximum building heights consistent with the Maximum Recommended Building Heights map to accomplish the following objectives:*
  - *Accommodate mid-to-high rise redevelopment in the 41st and Fox Station Area consistent with the recommendations of the 41st and Fox Station Area Plan.*

#### **12.4.10.7.B. Uniformity of District Regulations and Restrictions.**

The general purpose of the urban residential designation, and mixed-use zoning, is to promote safe, active and pedestrian-scaled, diverse areas through the allowed building forms to enhance the convenience, ease and enjoyment of transit, walking, shopping



and public gathering within this Urban Center neighborhood. As such, the new proposed zoning will support the vision for this area.

The proposed new zoning for this property will also result in the uniform application of the Zone District's building forms, uses, and design regulations. The properties to the south and west are designated as Community Center, High-Medium residential, Urban Residential, or Transit Oriented Development, depending upon the applicable planning document. Building heights are noted as 8 to 20 stories. The properties to the north and east show a designation of Urban Residential, and recommend 8 to 12 story building heights. We are proposing a rezone that is consistent with the Urban Residential designation shown on portions of our block - Urban Residential (12 stories), per the Globeville Neighborhood Plan. While it is notable that significant areas in the Upper Fox are zoned Industrial, several parcels within 1 to a ½-block are currently zoned commercial-mixed use, from 8 to 20 stories. Also, about 5 to 10 different rezoning applications are in various steps in the rezoning process. They all seek to implement the planning documents referenced herein, and will create 8 to 20 story zoning.

#### **12.4.10.7.C. Public Health, Safety and General Welfare**

The proposed rezoning would further the public health, safety and general welfare of the City on several levels and for several reasons. It would allow for development on mostly vacant lot, in close proximity to a light rail station. With future residential redevelopment likely, it will improve housing options in the vicinity, while remaining consistent with the surrounding neighborhood context. Additional residences in the neighborhood would likely support neighborhood businesses. And, on larger level detailed above, the proposed rezoning is consistent with plan guidance and the City's broader goals and objectives, including but not limited to the goal of locating density near transit corridors.

#### **Additional Review Criteria for Non-Legislative Rezonings (DZC Sec. 12.4.10.8)**

This application addresses the “Justifying Circumstances” circumstances listed under this section of the Denver Zoning Code, as further detailed below.

1. *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.* (DZC Sec. 12.4.10.8.A.4.) Specifically, the city adopted the Globeville Neighborhood Plan in 2014, subsequent to the Citywide zoning effort in 2010. More recently, the City has adopted its Comprehensive Plan 2040, and a significant update to Blueprint Denver. Additionally,

a new light rail station (the G line) is now open and is providing transit opportunities to the area. Multiple rezones have occurred or are pending in the surrounding neighborhood, many changing industrial lands to mixed use and mixed residential - towards the goals of the plans for this neighborhood. Some redevelopment has occurred, in close proximity to the light rail station. Because of these reasons (recently adopted neighborhood plan and changing conditions), we believe a rezone of this property from I-A, UO-2 to C-RX-12 would serve the public interest.

### **Consistency with Neighborhood Context Description, Zone District Purpose and Intent Statements 12.4.10.8.B.**

A rezone of this property to C-RX-12 is consistent with the stated purpose and intent of the Urban Center Neighborhood Context. Per Denver Community and Development website, *“the Urban Center Neighborhood Context consists primarily of mixed-use areas, containing both multi-family residential and commercial uses, often within the same building or on the same block. Urban Centers are found along major corridors, at transit station areas, or near and around downtown.”* The proposed zone district (C-RX-12) will allow for multi-unit residential and potential commercial uses on the first floor. Future residents and shoppers will have convenient access to the nearby 41st and Fox Station.

The general purpose of the Residential Mixed Use Districts (C-RX-5, -8, -12) is “to promote safe, active, and pedestrian-scaled, diverse areas through building forms that clearly define and activate the public realm’, ‘to enhance the convenience, ease and enjoyment of transit, walking, shopping and public gathering’, ‘to ensure new development contributes positively to established residential neighborhood and character’, and accommodates residential uses primarily, with commercial uses being secondary (Denver Zoning Code 7.2.3.1). This proposed rezone of land currently zoned I-A to C-RX-12 is consistent with the purpose of the Zone District as it will allow for residential uses with possibly commercial uses on the first floor, near a transit stop, in a walkable, pedestrian- focused community.

The specific intent for Residential Mixed Use 12 (C-RX-12) ‘applies to residentially-dominated areas served primarily by arterial streets where a building scale of 2 to 12 stories is desired’ (Denver Zoning Code 7.2.3.2.C). The property proposed for rezoning is served by local streets that are in close proximity (one block away) a mixed-use collector (Fox Street) and approximately two blocks away from the 41st and Fox Station. The desired building heights (2-12 stories) and access to transit are generally consistent with the zone district intent statement. Any concerns with the lack of an arterial street are intended to be addressed by the development of a Comprehensive Mobility Solution, or CMS, as well as the ongoing monitoring of vehicle trips in the Upper Fox area.



For all of the above reasons, we would respectfully request your positive consideration of this proposed rezoning. Please contact me with any questions or comments.

Sincerely,



Steve Ferris  
Real Estate Garage

Cc: Andy Blanding, 4245 Elati LLC



Steve Ferris, Principal  
[sferris@realestategarage.net](mailto:sferris@realestategarage.net)  
July 1, 2019

Community Planning & Development  
City and County of Denver  
201 W. Colfax Avenue, 2<sup>nd</sup> floor  
Denver, CO 80202  
As emailed to [rezoning@denvergov.org](mailto:rezoning@denvergov.org)

**RE: Supplemental Narrative to 4/30/19 Request to Rezone 4225 N. Elati St.,  
Application #2019i-00037**

Dear Community Planning & Development:

Please accept this response to the comments provided on this application dated May 30, 2019.

**1. Letters of Support**

Letters of support have been obtained from Globeville Civic Partners and UCAN, following our meeting with them at their invite, which followed our initial outreach.

**2. Additional Outreach**

We emailed Nola at the GES Coalition and Gayle LaRue at Globeville First on June 11, 2019. We hope to meet with them personally to discuss this application, but as of this writing we are waiting on a response from them.

**3. More Language Regarding Goals and Strategies of 2040 Plan and Blueprint Denver**

Additional goals and strategies from the **2040 Plan** which this rezoning exhibits consistency with include:

Economically Diverse and Vibrant

4.2 Grow a strong, diversified economy.

4.4 Ensure Denver has a productive, competitive and knowledgeable workforce.

Connected, Safe, and Accessible Places

- 8. Strengthen multimodal connections in mixed-use centers and focus growth near transit.
- 8.B. Promote transit-oriented development and encourage higher density development, including affordable housing, near transit to support ridership.
- 10. Embrace innovations in transportation policy and technologies to improve movement throughout the city.

Equitable, Affordable, and Inclusive

- 2.A. Create a greater mix of housing options in every neighborhood for all individuals and families.
- 3.B. Use land use regulations to enable and encourage the private development of affordable, missing middle and mixed-income housing, especially where close to transit.
- 5.C. Evaluate city plans, projects and major regulatory changes for the potential to contribute to involuntary displacement; identify and implement strategies to mitigate anticipated impacts to residents and businesses.

Environmentally Resilient

- 8.A. Promote infill development where infrastructure and services are already in place.
- 8. B. Encourage mixed-use communities where residents can live, work and play in their own neighborhoods.
- 8.C. Focus growth by transit stations and along high- and medium-capacity transit corridors.

Goals and strategies from **Blueprint Denver** which this rezoning exhibits consistency with include:

Land Use and Built Form General Goal 1: Promote and anticipate planned growth in major centers and corridors and key residential areas connected by rail service and transit priority streets.

- 1.A. Use zoning and land use regulations to encourage higher-density, mixed-use development in transit-rich areas including:
  - Regional centers and community centers
  - Community corridors where transit priority streets are planned
  - High and medium-high residential areas in the downtown and urban center contexts.

Land Use and Built Form General Goal 2: Incentivize or require efficient development of land, especially in transit-rich areas.

- 2.C. Allow increased density in exchange for desired outcomes, such as affordable housing, especially in transit-rich areas.

Goal 3: Ensure the Denver Zoning Code continues to respond to the needs of the city, while remaining modern and flexible.

Land Use and Built Form General Goal 11: Implement plan recommendations through city-led legislative rezonings and text amendments.

Land Use and Built Form Housing Goal 6: Increase the development of affordable housing and mixed-income housing, particularly in areas near transit, services and amenities.

Mobility Goal 1: Encourage mode-shift – more trips by walking and rolling, biking and transit – through efficient land use and infrastructure improvements.

Mobility Goal 2: Align the impacts of private development with transportation infrastructure and promote development that creates walkable, transit-friendly communities.

2.A. Adopt policies that require Transportation Demand Management programs for developments to maximize use of alternative modes and reduce single-occupancy vehicle trips on Denver’s streets.

#### **4. Consistency with the Urban Center neighborhood context of Blueprint**

The property proposed for rezoning sits in a broad swath of land designated as an Urban Center, often referred to as “Upper Fox”. Blueprint notes that the Land Use and Built Form of this context will consist of: *“A high mix of uses throughout the area, with multi-unit residential typically in multi-story, mixed-use building forms. Block patterns are generally regular with consistent alley access. Larger scale buildings close to the street.”* The proposed zoning captures this context well. The context is further captured by its proximity to transit. This fact exemplifies consistency with the Mobility strategies of Blueprint’s Urban Center designation.

#### **5. “Place” Designation for Residential High**

4225 N. Elati enjoys a Residential High place designation in Blueprint. This designation is described in Blueprint as: *“Residential uses are high intensity. While the focus is residential, these are typically mixed-use areas with many commercial, retail and other complementary uses. A variety of building types may be found in these areas, depending on context. Taller mixed-use buildings are common. Fully residential multi-unit and commercial buildings may be mixed throughout.”* It is clear that the proposed 12-story zoning is consistent with this place designation.

## 6. Growth Strategy Consistency

As noted, the growth strategy map designates this property as a Future Growth Area, specifically as a “High and High-Med residential area”. Blueprint describes this strategy as “A *strategic and intentional approach to direct most of our growth to key centers and corridors helps to achieve citywide equity goals to benefit all residents.*” As such, rezoning this property to allow for higher density is consistent with Blueprint, and obviously a key implementation element of Blueprint. (As noted previously, Blueprint specifically identifies application of the growth strategy within any rezoning proposal.) Additional consistency with the growth strategy of Blueprint can be found in the goals and strategies listed elsewhere herein.

## 7. Future Street Type Consistency

The proposed zoning district is consistent with the Elati St. designation as “local” in part because the 41<sup>st</sup> and Fox area is proposed for significant development intensity changes in conjunction with the development of a Comprehensive Mobility Solution, the 41<sup>st</sup> & Fox Next Steps Study, and its Parking Maximum Overlay (see <https://www.denvergov.org/content/denvergov/en/denver-department-of-public-works/projects/current/41st-fox-next-steps.html> and <https://www.denvergov.org/content/denvergov/en/transit-oriented-development/transit-corridors/gold-line/41st-fox-station.html>). This planning effort contemplates allocating and sharing street capacities, and limiting actual development, until such time that additional street infrastructure is built. In other words, development impacts from vehicle use are proposed to be limited in all of Upper Fox, subject to adequate street and parking capacities. As such the local designation of Elati will be further considered at the time development is proposed and built on the subject property.

Moreover, Elati is one block east and parallel to Fox Street, which is designated as both an arterial and a collector. If and when development occurs on the subject property access is highly likely to be taken from the alley on the west side of the lot, and this alley will be served from 42<sup>nd</sup> and 43<sup>rd</sup> Avenues, one-half block from Fox Street.

All of the above, but particularly the Comprehensive Mobility Solution described, constitute a strategy for accommodating development in Upper Fox that is thoughtfully referenced in Blueprint when it states: “*Denver’s street typology addresses how a street integrates with, and is sensitive to, its surrounding place. The priority networks for transit, pedestrians and bicycles must create continuous, unbroken networks and therefore will cross multiple places. Street types accommodate elements of the complete network, enabling a holistic*”

*multimodal network throughout the city. Street types also allow design elements and operational characteristics to vary by neighborhood context and place.”*

## **8. 41<sup>st</sup> & Fox Station Area Plan Consistency**

The proposed zoning to C-RX-12 has the potential to exhibit consistency with the Station Area Plan’s five primary goals on page vii of the Plan, but particularly the two goals seeking to create opportunities to add housing and to capitalize on the station area’s proximity downtown and light rail. The reference to plazas, parks, and open space can be considered because the same plan identifies a park directly across the street from the property and it is possible that future development on 4225 N. Elati will take design cues from open space contemplated in the vicinity. However, if this speculative consideration does not warrant consistency with the Station Area Plan, we are happy to remove it from this context.

Consistency also can be found via designation of the land as 2 to 12 story “Urban Residential” on the Plan’s Land Use and Circulation Plan Concept. This designation is described as follows:

*“1d. **Urban Residential (2-12 stories)** is located on the east side of the station area, primarily bordering I-25 and I-70. These areas contain the highest population density in the station area. Uses are primarily residential but may include a noteworthy number of complementary commercial uses. New housing tends to be in mid- to high-rise structures to take advantage of Downtown and mountain views, and there is a greater housing than employment base. Urban design features that reinforce the pedestrian environment while still providing for privacy of ground floor residents are important.”*

The implementation portion of the plan (pp. 30 to 34) also note the following “Regulatory Tools” for infrastructure in the format that follows.





<b>Recom- mendations</b>	<b>Implementation Strategy</b>	<b>Time- frame</b>	<b>Key Respon- sibility</b>
<i>LU 1: UD 1; ED 1a, 1b, 1e: New zone districts with TOD supportive attributes</i>	<i>New zoning should allow for increased densities and reductions in parking, enable mixed-use development, and prohibit new uses that would not be transit supportive. New zoning should generally conform to the recommendations of the land use and urban design plan concept. While some properties will be rezoned upon adoption of Denver’s New Zoning Code other properties may be rezoned through later legislative rezonings or as property owners apply or following the completion of a General Development Plan.</i>	<i>Short to Medium</i>	<i>Depart- ment of Community Planning and Developmen t</i>

**9. Amend Justifying Circumstances to Remove References to New Planning Docs**

Please accept this amendment to note that the adoption of Comprehensive Plan 2040 and Blueprint cannot be considered a change nor as a justifying circumstance for the proposed rezone.

**10. Confirm Understanding that UO-2 Designation Will be Removed**

This is confirmed.

Thank you for the opportunity to amend and clarify the discussion of the zoning criteria for this proposed rezoning. We hope this addresses the concerns identified.

Sincerely,

Steve Ferris  
Real Estate Garage

Cc: Andy Blanding, 4245 Elati LLC

**OPERATING AGREEMENT  
FOR  
4225 ELATI, LLC**

THIS OPERATING AGREEMENT is entered into effective April 26, 2016 between **Paul A. Blanding and Linda Blanding** (each of whom is a "Member") and **4225 Elati, LLC**, a Colorado Limited Liability Company (the "Company"). The Members and the Company wish to set forth their agreement for operating the Company, as may be permitted under the Colorado Limited Liability Act, C.R.S. 7-80-101 *et seq.*

1. **Formation of Company.** The Members have formed a Colorado Limited Liability Company under the name of **4225 Elati, LLC** to acquire and manage real property located at 4225 Elati Street, Denver, Colorado 80216, upon the terms and conditions set forth in the Articles of Organization of the Company, in this Agreement and, except as otherwise provided in this Agreement, subject to the provisions of the Colorado Limited Liability Company Act.

2. **Capital Contributions.**

- a. Contemporaneously with this Agreement, or within 45 days after the date hereof, the Members shall have made the following capital contributions to the Company:

**Linda Blanding** - Not less than \$12,500.00 in cash or other property.

**Paul A. Blanding** - Not less than \$12,500.00 in cash or other property.

Any present or future Member of the Company may make secured or unsecured advances to the Company.

- b. If the Members (if more than one), determine at some future date that the Company requires additional capital contributions other than as set forth above in subparagraph (a) by vote of not less than sixty-seven percent (67%), then the Company shall notify the Members of the fact stating the total amount of additional capital required and the date on which such capital is required, which shall not be less than thirty (30) days after the notice date. The Members shall have the obligation, within such thirty-day period to contribute as additional capital to the Company a sum of cash equal to their pro rata profits interest share of the total amount of additional capital required. In the event any such contributions are made, the capital account and profit and loss account of each Member shall be adjusted accordingly. In the event any Member fails to contribute all of the required additional capital within the required period of time and as specified in the notice, then the other Members shall have the rights set forth herein and, in addition, may for a period of one hundred eighty (180) days thereafter admit additional Members who shall make up the deficiency in additional required capital in such denominations as the Members shall select, or

the existing Members may make additional capital contributions in excess of their *pro rata* share to make up such deficiency; and in the event any such additional Members so contribute to the Company's capital or the existing Members so contribute to the Company's capital, then the sharing of profits and losses of each Member shall be adjusted accordingly.

3. **Capitalization.** The Members shall have an initial capital interest in the Company as follows:

**Linda Blanding** - 50% of the Company.

**Paul A. Blanding** - 50% of the Company.

The term "Company Interests" shall mean the capital interests set forth in this Section 3, or such future capital interests of the Company held by the Members.

4. **Capital Accounts/Revaluation Events.** Each Member's capital account shall be determined and maintained throughout the term of the Company in accordance with the requirements of Section 704(b) of the Internal Revenue Code of 1986, or its counterpart in any subsequently enacted Internal Revenue Code (the "Code"), and any of the Treasury Regulations ("the Regulations") promulgated from time to time thereunder. Upon: (i) a contribution of money or other property (other than a de minimis amount) to the Company by a new or existing Member as consideration for an interest in the Company; (ii) a distribution of money or property (other than a de minimis amount) by the Company to a retiring or continuing Member as consideration for an interest in the Company; or (iii) the termination of the Company for federal income tax purposes pursuant to Section 708(b)(1)(B) of the Code (each instance of any such Occurrence being hereafter referred to as a "Revaluation Event"), the Company's property shall be revalued on the books maintained by the Company pursuant to Section 704 (hereafter referred to as the "Section 704 Books"), and the capital accounts of the Members will be adjusted simultaneously, to reflect the unrealized income, gain, loss, or deduction inherent in the Company's property, not previously reflected in the Members' capital accounts, that would be allocated among the Members if there were a taxable disposition of such property for its fair market value (or, if greater, the amount of any nonrecourse indebtedness to which it is subject) on the date of such Revaluation Event; provided that such adjustment of the Members' capital accounts shall be effected in accordance with the requirements of Regulation Section 1.704-1(b)(2)(iv)(f), as amended from time to time.

5. **Sharing of Profits and Losses.** The net profits or net losses of the Company shall be determined on an annual basis, and on a property by property basis if the Company acquires and develops real property. The terms "net profits" and "net losses" shall mean, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments: (i) tax-exempt income of the Company

described in Code Section 705(a)(1)(B) shall be added to such taxable income or loss; (ii) expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i)) shall be subtracted from such taxable income or loss; and (iii) losses not deductible by the Company pursuant to Code Section 267(a) or 707(b) shall be subtracted from such taxable income or loss. The net profits and net losses of the Company, on a property by property basis, shall be divided among the Members as set forth in paragraph 3 with the following priority to be observed: (i) the payment of all operating expenses of the property and the Company including the payments on any leases of personal property or other financing expenses; (ii) return of funds to the Members until they have been repaid 100% of their initial capital contributions plus any additional capital contributions which the Members may make to the Company; (iii) to the Members in accordance with their ownership of the Company Interests.

6. **Cash Flow.** The "cash flow of the Company" for each fiscal year or other period shall be equal to the net profits or net losses of the Company for such year or period, determined in accordance with Paragraph 5 above, plus depreciation and any other noncash charges deducted in determining such net profits or net losses, minus principal and interest payments on all promissory notes of the Company, and minus any other cash expenditures made during such year or period which have not been deducted in determining the net profits or net losses of the Company for such year or period and any amount reasonably required to maintain sufficient working capital and a reasonable reserve for replacements. The annual cash flow of the Company shall be distributed in accordance with paragraphs 4 and 5 above.

7. **Cash Flow Distributions of Company.** Distributions of cash flow by the Company shall be made to Members in the same proportions as set forth in Paragraph 5. Distributions shall be made as often as the Managers, in their sole discretion may determine.

8. **Management Powers.**

a. The Company shall initially have two (2) Managers, and Paul A. Blanding and Linda Blanding are hereby designated as the initial Managers of the Company to act as such until: (i) their removal as provided herein, (ii) their resignation, or (iii) the dissolution and termination of the Company. The Managers shall be elected and may be removed by vote of Members owning not less than sixty-seven percent (67%) of the Company Interests at the annual meeting of Members, or any special meeting of Members called for such purpose, provided:

(i) Any Manager may resign as such upon thirty (30) days notice, but such resignation shall not affect any obligations imposed by this Agreement upon the parties with respect to the acts prior to the effective date of such resignation;

- (ii) Any Manager may be removed by the vote of Members owning Company Interests of not less than sixty-seven percent (67%); any such removal to be effective as to the date stated in the Notice of Removal;
  - (iii) Upon the resignation or removal of the sole remaining Manager, Members with cumulative Company interests of at least sixty-seven percent (67%) shall select another party or parties to act as manager(s);
  - (iv) Until another Manager is selected, any remaining Manager shall have full and absolute authority, except as herein limited, to act for the Company.
- b. The Managers shall have the power and duty to administer the day-to-day operations of the Company and shall have the authority to perform all acts or activities deemed necessary or advisable in conducting and administering the business and affairs of the Company. The Managers, however, shall keep all Members informed of the day-to-day affairs of the Company. These powers and duties shall include, but not be limited to, the following:
  - (i) The supervision of investments made by the Company;
  - (ii) Employing from time to time persons, firms or corporations to render services necessary for the Company business; such employment to be at the prevailing rates for such types of services. The Managers shall review any and all contracts relating to Company operations.
- c. No Manager or any Member shall have the authority, except upon the approval of Members owning Company Interests of at least sixty-seven percent (67%), to (i) sell, exchange, encumber or convey title to or grant options for sale of all or substantially all of the Company property, (ii) execute on behalf of the Company deeds of trust, mortgages, or other similar instruments purporting to bind the Company, or (iii) execute and deliver deeds, bills of sale, assignments, deeds or other instruments that purport to transfer, convey or affect substantially all of the Company property.
- d. The Managers shall open a bank account or bank accounts in the Company name in which shall be deposited only monies of the Company and no other monies with the funds in such account to be used solely for the business of the Company and all withdrawals to be made on checks signed by any one or more of the Managers; provided, however, that no checks in excess of \$5,000.00 may be issued except upon the approval of Members owning Company Interests of at least sixty-seven percent (67%), except for budgeted items of expenses incurred in the Ordinary course of the Company business and for the debt service of the Company on any loans or leases.

- e. The only fiduciary duties of the Manager to the Company shall be the duty of care and the duty of loyalty. The Manager shall be liable to any Member or to any other party only for his intentional misconduct, fraud or gross negligence.
- f. No Manager and no Member, except upon the approval of Members owning Company Interests of at least sixty-seven percent (67%), shall (i) borrow or lend money on behalf of the Company, (ii) execute any mortgage or bond, (iii) sign, transfer or pledge any debts due the Company or release any debts due except on payment in full, (iv) compromise any claims due to the Company or submit to arbitration any dispute or controversy involving the Company vis-a-vis third party or purport to act on behalf of the Company or to bind the Company in any manner, (v) require additional capital contributions from any Member except as set forth herein, or (vi) do any acts prohibited by the Colorado Limited Liability Company Act.
- g. The Company shall maintain in force at all times for the protection of the Manager and the Members such insurance as the Manager believes is warranted for the operations being conducted, which insurance shall include but shall not be limited to Fire and Extended Coverage on the real and personal property owned or leased by the Company in the amount of the full insurable value thereof, which insurance shall name any mortgagees as their interest may appear.

9. **Accounts.** Complete and accurate books of account shall be kept by the Managers at the Company's principal place of business, and such books shall be open to inspection by any Member or by his authorized representative at any time during ordinary business hours. Such books shall be kept on a cash or accrual basis in accordance with generally accepted accounting principles. The Company's accounting period shall be the calendar year or such other period as the accountant of the Company shall recommend.

Separate capital and undistributed profits accounts shall be maintained for each Member. The Company's profits and losses shall be charged or credited to the undistributed profits accounts (and shall not be closed out to the capital accounts) unless a Member has no credit balance in his undistributed profits account, in which event losses shall be charged to this capital account.

10. **Nominee.** Title to all the Company's properties shall be held in the Company name or in the name of any nominee (including any Manager or any Member so acting) designated by the Company. The Managers and the Members shall have power to enter into nominee agreements with any such person, and such agreements may contain provisions indemnifying the nominee except for his willful misconduct.

11. **Term.** The Company commenced as of April 15, 2016, and shall continue for 29 years or until earlier terminated by the withdrawal, death, incompetence or bankruptcy of any Member, any one of which shall work an immediate dissolution of the Company in all cases, unless the remaining Member(s) elect in writing to continue the Company,

within ninety (90) days after the occurrence of such event. In addition the Company may be terminated and dissolved upon the unanimous vote of all the Members.

**12. Dissolution and Termination; Liquidation.**

- a. In case of the dissolution and termination of proper accounting shall be made of the capital of each Member and of such Member's share of net profit or net loss from the date of the last previous accounting to the date of dissolution.
- b. Upon the dissolution and liquidation of the Company by agreement of the Members, or for any other reason, a person or corporation selected by the majority in interest of the Members shall act as liquidator to wind up the Company. The Company shall be liquidated in such manner as a majority in interest of the Members shall determine. The proceeds of such liquidation shall be applied and be distributed as follows:
  - (i) to the payment of any debts and liabilities of the Company;
  - (ii) to the setting up of any reserve which the Members shall reasonably deem necessary to provide for any contingent or unforeseen liabilities or obligations of the Company. At the expiration of such period of time as a majority in interest of the Members shall deem advisable, the balance of such reserve remaining after the payment of such contingency shall be distributed in the manner hereinafter set forth;
  - (iii) to the repayment to the Members of any amounts remaining due under Paragraphs 5 or 6 above;
  - (iv) thereafter, the balance of the proceeds, if any, shall be distributed in accordance with the positive capital account balances of the Members, as determined after taking into account all capital account adjustments for the Company taxable year during which such liquidation occurs, and shall be made by the end of such taxable year (or, if later, within ninety (90) days after the date of such liquidation). For purposes of this subparagraph, a liquidation of the Company shall mean a liquidation as set forth in Section 1.704-1(b)(2)(ii) (g) of the Regulations.
- c. If the Company is deemed to be liquidated for federal income tax purposes within the meaning of Regulation 1.704-1(b)(2)(ii)(g), distributions under this Paragraph 10 shall be made in compliance with Regulation 1.704-1(b)(2)(ii)(b)(3) to those Members who have positive capital accounts. If the capital account of any Member has a deficit balance after such distribution, such Member shall contribute to the capital of the Company such amount as will restore such capital account to zero, as provided in Regulation 1.704-1(b)(2)(ii)(b)(3). In the discretion of the Manager, a pro rata portion of the

amounts that otherwise would be distributed to the Members under this Paragraph 10 may be (i) withheld to provide a reasonable reserve for unknown or contingent liabilities of the Company; or (ii) distributed to a trust created for the benefit of the Members for purposes of liquidating Company assets, collecting amounts owed to the Company, or paying contingent or unknown liabilities of the Company. Any amounts so withheld or distributed to a trust shall be distributed to the Members from time to time as the Manager deems it to be practicable in the same proportions such amounts would have been distributed to the Members had they not been withheld or distributed to such a trust.

- d. If no Liquidating Event has occurred, but the Company is deemed liquidated for federal income tax purposes within the meaning of Regulation 1.704-1(b)(2)(ii)(g), the Company shall not be wound up and dissolved but its assets and liabilities shall be deemed to have been distributed to the Members and contributed to a new partnership which shall operate and be governed by the terms of this Agreement.
- e. Except as otherwise specifically provided in this Agreement, a Member has the right to look only to the assets of the Company for a return of his capital contributions, has no right to receive anything other than money in a distribution from the Company, and has no priority over any other Member with respect to distributions, allocations, or the return of capital contributions.
- f. Within thirty (30) days of the happening of a Liquidating Event, the Manager(s) shall give written notice thereof to each of the Members, to all creditors of the Company, to the banks and other financial institutions with which the Company normally does business, and to all other parties with whom the Company regularly conducts business, and shall publish notice of dissolution in a newspaper of general circulation in each place in which the Company generally conducts business.

**13. Restriction on Transfer of Company Interest.** Except as set forth below, no Member may transfer any or all of his Company Interest now owned or hereafter acquired, whether by sale, gift or otherwise, except upon the unanimous written consent of all of the Members.

Notwithstanding the foregoing provisions of this Paragraph 13, but subject to the provisions of Paragraph 17 below, any Member shall have the right to transfer all or a portion of his or her Company Interest to a Family Member. Wherever used in this Agreement, the term "Family Member" shall mean Linda Blanding and Paul A. Blanding, and his or her descendants. The term "Family Member" shall also mean trusts with respect to which only Family Members and/or their spouses have a current beneficial interest, provided that any trust for the benefit of the spouse of a Family Member shall cease to be a Family Member upon the occurrence of any event described in Paragraph 14(b)(iii) of this Agreement. Reference in this Agreement to a "Family Member" shall



also mean any corporation, partnership, limited liability company, or other entity in which Family Members, as previously defined, hold, directly or indirectly, a controlling interest.

Upon the death of a Member and subject to the terms of Paragraphs 14 and 17, such Member's Company Interest may be transferred by testamentary or by intestate distribution to a Family Member only.

14. **Bankruptcy, Levy, Execution.** If any or all of a Member's Company Interest shall be levied upon, sequestered, administered by a receiver or a trustee in bankruptcy, or sold or proposed to be sold in foreclosure or execution or under any power of sale contained in a note or loan agreement, or by operation of law, the holder thereof shall give the Company prompt written notice of such occurrence, and the Company shall for a period of sixty (60) days after receipt of such notice have the right to purchase all or a part of such Company Interest at the Purchase Price hereafter defined in Paragraph 15 below by giving notice of such right to the person then having legal title to such Company Interest. Such right shall apply even though the Company Interest may actually have been sold at the time of exercise thereof. Upon the exercise of the Company's right to purchase, all Company Interests purchased shall be promptly assigned and delivered to the Company. The Company shall make payment for the Company Interest it purchases within thirty (30) days after it exercises its right to purchase, or as set forth in Paragraph 16 at the discretion of the Company.

15. **Purchase Price.** The Purchase Price of any Company Interest covered by Paragraph 14 of this Agreement shall be the amount as determined by qualified appraisers appointed by the remaining Members, with the Purchase Price to reflect the actual market value of the Company's franchise and any real property assets, including land and buildings and all improvements, as reduced by (i) any projected transaction costs which would apply to a liquidation of the assets such a broker's commissions, transfer taxes and other similar expenses; and (ii) any and all discounts for sale of a minority interest and for the lack of a market for sale of the Company Interest. Fees and disbursements of the accountants and the mutually agreed upon appraisers in determining the Purchase Price shall be paid by the Company and all books, records and tax returns of the Company shall be made available to such accountants and appraisers.

16. **Payment of Purchase Price.** Payment of the Purchase Price referred to above shall be in cash; or Payment of the Purchase Price shall be made by the purchaser(s)' execution of a promissory note payable to the order of the seller for the amount of the Purchase Price. Such note shall provide for annual payments of accrued interest only for five (5) years with principal plus accrued interest due on the fifth anniversary of the Note, with interest to be at then current 30-Year Treasury Bond Yield plus two percent per annum. Prepayment without penalty shall be allowed at any time. The note shall be secured by the Company Interest being acquired, and the Company Interest shall not be released until the full purchase price for all of the acquired Company Interest has been paid.

17. **Restrictions on Transferee.** Prior to becoming an owner of a Company Interest of the Company, the transferee of such Company Interest shall execute a copy of this Agreement indicating the date thereof, in the space provided at the end of this agreement. Notwithstanding anything herein to the contrary, the transferee or assignee of a Company Interest (whether received by purchase, gift or otherwise) shall not have the right to participate in the management of the Company or to become a substitute Member unless all of the remaining Members unanimously consent to such transfer or assignment. Without such consent, the transferee shall only have the right to share in the profits and to have the other economic rights of the transferor. No evidence of any transfer of a Company Interest shall be issued to any transferee until such transferee shall have complied with the terms of the Agreement. No Company Interest shall be transferred on the books of the Company until all applicable provisions of this agreement have been complied with.

18. **Amendment.** This Agreement may not be amended except upon the approval of Members owning at least sixty-seven percent (67%) of the Company Interest, provided, however, that in no event shall such amendment operate to decrease the Company Interest of a Member except as otherwise provided herein.

19. **Other Activities.** Each Member shall be free to engage in or have interests in other business ventures and activities similar or dissimilar to the business and activities of the Company, and neither the Company, nor any Member, shall have, by virtue of this Agreement, any right to or in such other ventures or activities or the profits or income derived therefrom.

20. **Indemnification of Managers and Members.** The Company shall indemnify each Member and Manager, and their heirs, executors, personal representatives and administrators to the full extent allowable under the Colorado Revised Statutes, as amended, for all actions taken on behalf of the Company in good faith.

The Members and Managers the Company shall not be personally liable to the Company or to the other Members for monetary damages resulting from breach of fiduciary duty as a Manager or Member. The Managers and Members shall be free from personal liability to the full extent allowable under the Colorado Revised Statutes, as amended.

The Members and Managers of the Company shall not be held personally liable for any injury to person or property arising out of any act committed by an employee or agent of the Company, to the full extent allowable under the Colorado Revised Statutes, as amended.

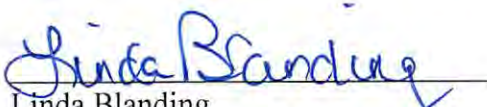
21. **General Provisions.**


- a. In computing any period of time under this Agreement, the date of the act, event or default from which the designated period of time begins to run shall

not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

- b. Meetings of the Members shall be held at least annually. A Manager and any Member may call a meeting upon seven days prior written notice. Meetings may be in person or by conference telephone call. A quorum at any meeting shall consist of Members owning at least fifty-one percent (51%) of the Company Interests.
- c. The Members agree to file any returns required by Colorado law including but not limited to the return required under 39-22-601(4.5) Colorado Revised Statutes.
- d. This instrument contains the entire agreement among the parties.
- e. This Agreement may not be amended, nor may any rights hereunder be waived, except by an instrument in writing signed by the party sought to be charged with such amendment or waiver.
- f. This Agreement shall be construed in accordance with, and governed by, the laws of Colorado.
- g. This Agreement shall be binding upon and shall inure to the benefit of the Members and their respective personal representatives and assigns, except as above set forth.
- h. This Agreement may be executed in any number of counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, the Members and the Company executed this Agreement as of the day and year first above written.

  
Linda Blanding  
Individually and as a Manager of  
4225 Elati, LLC

  
Paul A. Blanding  
Individually and as a Manager of  
4225 Elati, LLC

# 4225 Elati, LLC

560 Front Range Rd  
Denver, CO 80216  
303-458-6301 FAX 303-458-6393

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April 25, 2019

As Submitted Within Rezoning Application

**RE: Authorization to Represent Rezoning Application, 4225 Elati St.**

Interested Parties with the City of Denver:

We hereby authorize Steve Ferris and his firm, the Real Estate Garage, to represent 4225 Elati, LLC within the rezoning application for our 4225 North Elati Street property.

Thank you for your consideration,



Paul A. Blanding  
4225 Elati, LLC

PAB/lb

**WARRANTY DEED**

State Doc Fee: \$96.84

THIS DEED is dated the 2nd day of June, 2016, and is made between

James E. Johnson and Keith A. Johnson (whether one, or more than one), the "Grantor" of the County of Douglas and State of Colorado and

4225 Elati , LLC, a Colorado limited liability company

(whether one, or more than one) the "Grantee", whose legal address is 560 Front Range Road, Littleton, CO 80120 of the County of Arapahoe and State of Colorado

WITNESS, that the Grantor, for and in consideration of the sum of ( \$968,400.00 ) Nine Hundred Sixty Eight Thousand Four Hundred Dollars and No Cents, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property together with any improvements thereon, located in the City and County of Denver and State of Colorado described as follows:

Lots 21 to 28, inclusive, Block 10, Viaduct Addition to Denver,

City and County of Denver, State of Colorado

also known by street and number as: 4225 Elati Street, Denver, CO 80216

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantee's heirs and assigns forever.

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantee's heirs and assigns, that at the time of the ensealing and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to:

general taxes for the year 2016 and subsequent years; and those specific exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Grantee(s) In accordance with Section 8 (Title Insurance, Record Title and off-record title)of the Contract to Buy and Sell Real Estate relating to the above described property; distribution utility easements (including cable TV); those specifically described rights of third parties not shown by the public records of which Grantee has actual knowledge and which were accepted by Grantee(s) in accordance with Section 8 and Section 9 (Survey Review) of the Contract to Buy and Sell Real Estate relating to the above described real property, inclusion of the property within any special tax district; and, the benefit and burdens of any declaration and party wall agreements, if any

And the Grantor shall and will WARRANT AND FOREVER DEFEND the above described premises, in the quiet and peaceable possession of the Grantee, and the heirs and assigns of the Grantee, against all and every person or persons lawfully claiming the whole or any part thereof.

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

*James E. Johnson*  
James E. Johnson

*Keith A. Johnson*  
Keith A. Johnson

State of Colorado  
County of Douglas

The foregoing instrument was acknowledged before me this 2 day of June 2016 by James E. Johnson and Keith A. Johnson.

Witness my hand and official seal.  
*Pamela J Roberts*  
Notary Public: Pamela Roberts  
My commission expires: 1-12-2019

PAMELA J ROBERTS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19954000286  
MY COMMISSION EXPIRES 01/12/2019

**Attachment 2:  
Public and RNO Comments**



4707 Pearl St.  
Denver, CO 80216

May 10, 2019

Community Planning & Development  
City and County of Denver  
Attention: Annaliese Hock, Case Manager  
201 W. Colfax Avenue, 2<sup>nd</sup> floor  
Denver, CO 80202

Sent via email to Analiese Hock at [Analiese.hock@denvergov.org](mailto:Analiese.hock@denvergov.org)

RE: Request to Rezone 4225 N. Elati St.

Ms. Hock, Denver Planning Board, City Council, Community Planning & Development,  
and Other Interested Parties:

I represent the United Community Action Network of Metro Denver and we met with the representatives of 4225 North Elati Street on their rezoning request on April 25, 2019. As you know, their land consists of 25,000 SF on the west side of Elati. We support this rezoning change from I-A to C-RX-12 (case # #2019I-00037).

We understand that the "Upper Fox" neighborhood will be evolving towards higher density residential and commercial development in the future, and believe it offers advantages for the immediate area and broader City of Denver. Please feel free to contact me should you have any questions.

Sincerely,

Armando Payan

President  
UCAN Metro Denver

cc: Andy Blanding, Owner of 4225 N. Elati  
Steve Ferris, representative 4225 N. Elati

Joe Henry  
Globeville Civic Partners  
510 E 51<sup>st</sup> Ave #205  
Denver CO 80216

May 8, 2019

Community Planning & Development  
City and County of Denver  
Attention: Annaliese Hock, Case Manager  
201 W. Colfax Avenue, 2<sup>nd</sup> floor  
Denver, CO 80202

Sent via email to Analiese Hock at [Analiese.hock@denvergov.org](mailto:Analiese.hock@denvergov.org)

RE: Request to Rezone 4225 N. Elati St.

Ms. Hock, Denver Planning Board, City Council, Community Planning & Development,  
and Other Interested Parties:

I represent Globeville Civic Partners and we met with the representatives of 4225 North Elati Street on their rezoning request on April 19, 2019. As you know, their land consists of 25,000 SF on the west side of Elati. We support this rezoning change from I-A to C-RX-12 (case # #2019I-00037).

We understand that the "Upper Fox" neighborhood will be evolving towards higher density residential and commercial development in the future, and believe it offers advantages for the immediate area and broader City of Denver. Please feel free to contact me should you have any questions.

Sincerely,



Joe Henry  
Globeville Civic Partners

cc: Andy Blanding, Owner of 4225 N. Elati





Steve Ferris, representative 4225 N. Elati

# Herrick Durango Land Company Operations LLC

4230 Elati Street, Denver, CO

Mailing Address: P.O. Box 2675, Telluride, CO 81435

PHONE 970-728-5830

FAX 970-728-0995

---

July 19, 2019

Analiese Hock, Principal City Planner  
Community Planning & Development  
City/County of Denver  
201 W. Colfax Ave, Dept. 205  
Denver, CO 80202

RE: Support for #19I-00037 - 4225 N. Elati Street Rezone

Dear Ms. Hock,

As a representative of the Herrick Durango Land Company Operations LLC that owns 4230 N. Elati Street, we are fully supportive of the rezone being processed by our neighbor to the west - 4225 N. Elati Street.

Rezoning this property from I-A, OU-2 to C-RX-12 is consistent with all governing plans and will assist in creating the vision of a transit-oriented, residential-mixed use community surrounding the newly opened 41<sup>st</sup> and Fox Street Light Rail Station.

Sincerely,



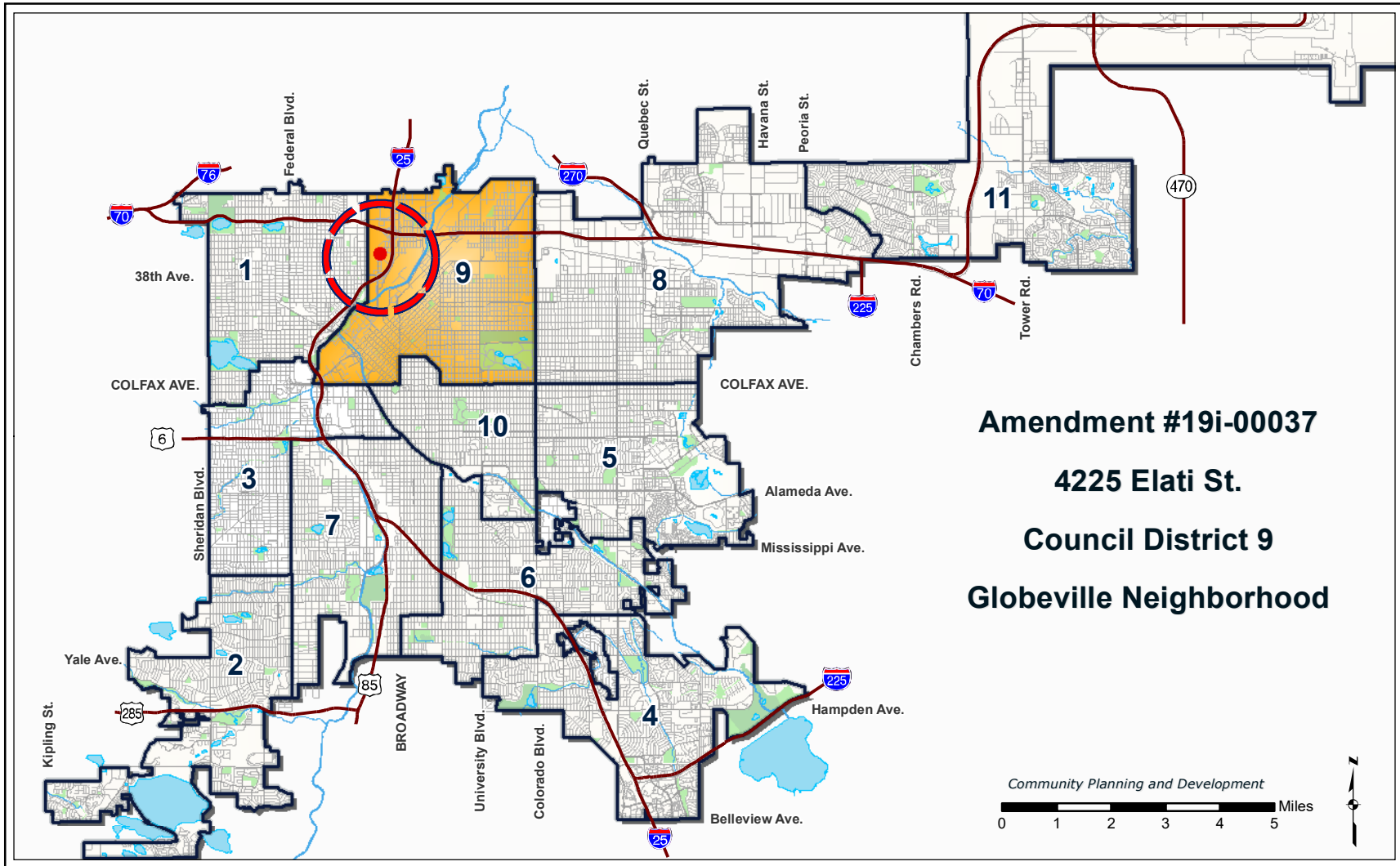
Megan Jones  
Project Manager

CC: Edward D. Herrick, Jr., Manager

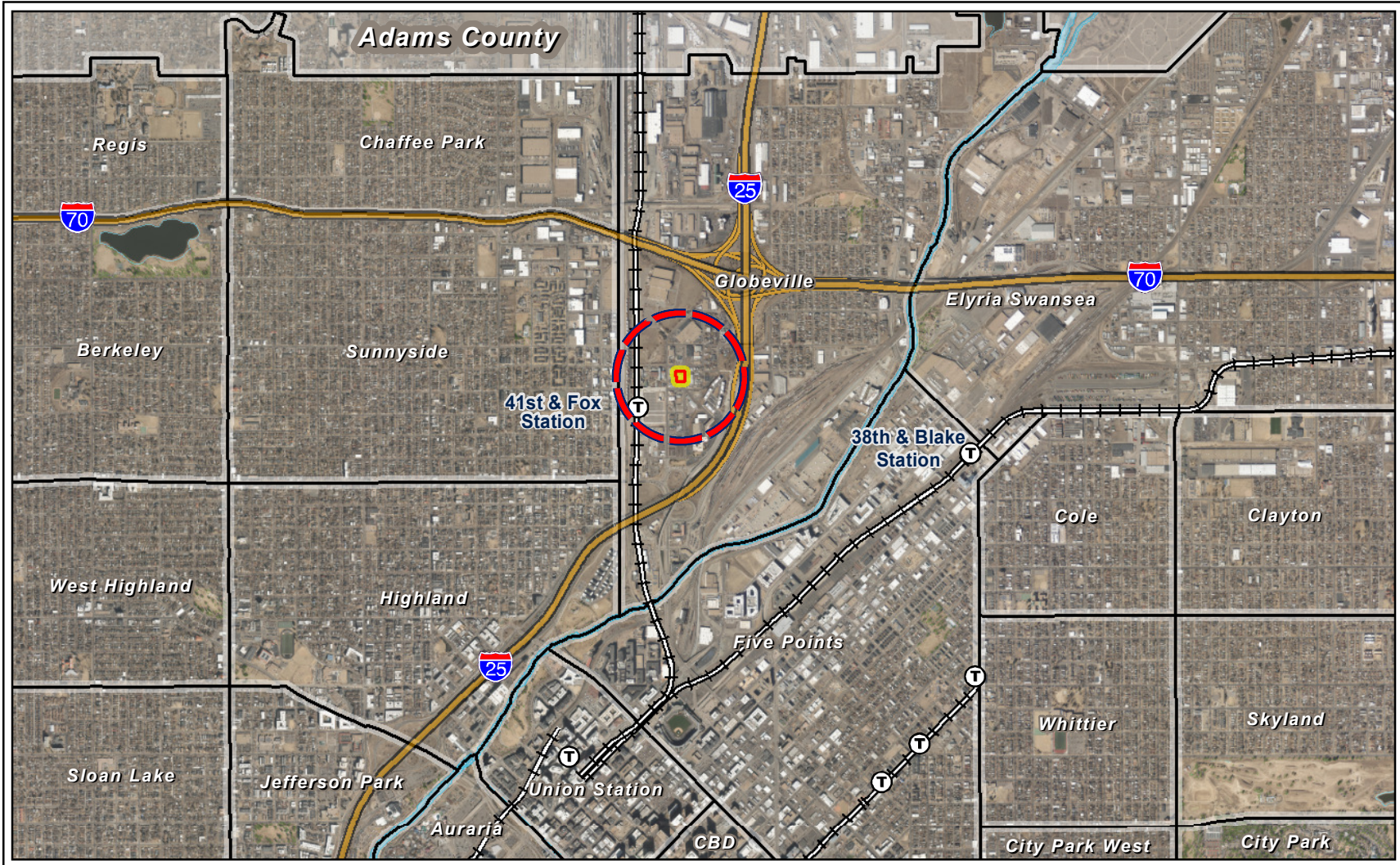
# Attachment 3: Map Attachments

# Zone Map Amendment 19i-00037 From I-A UO-2 to C-RX-12

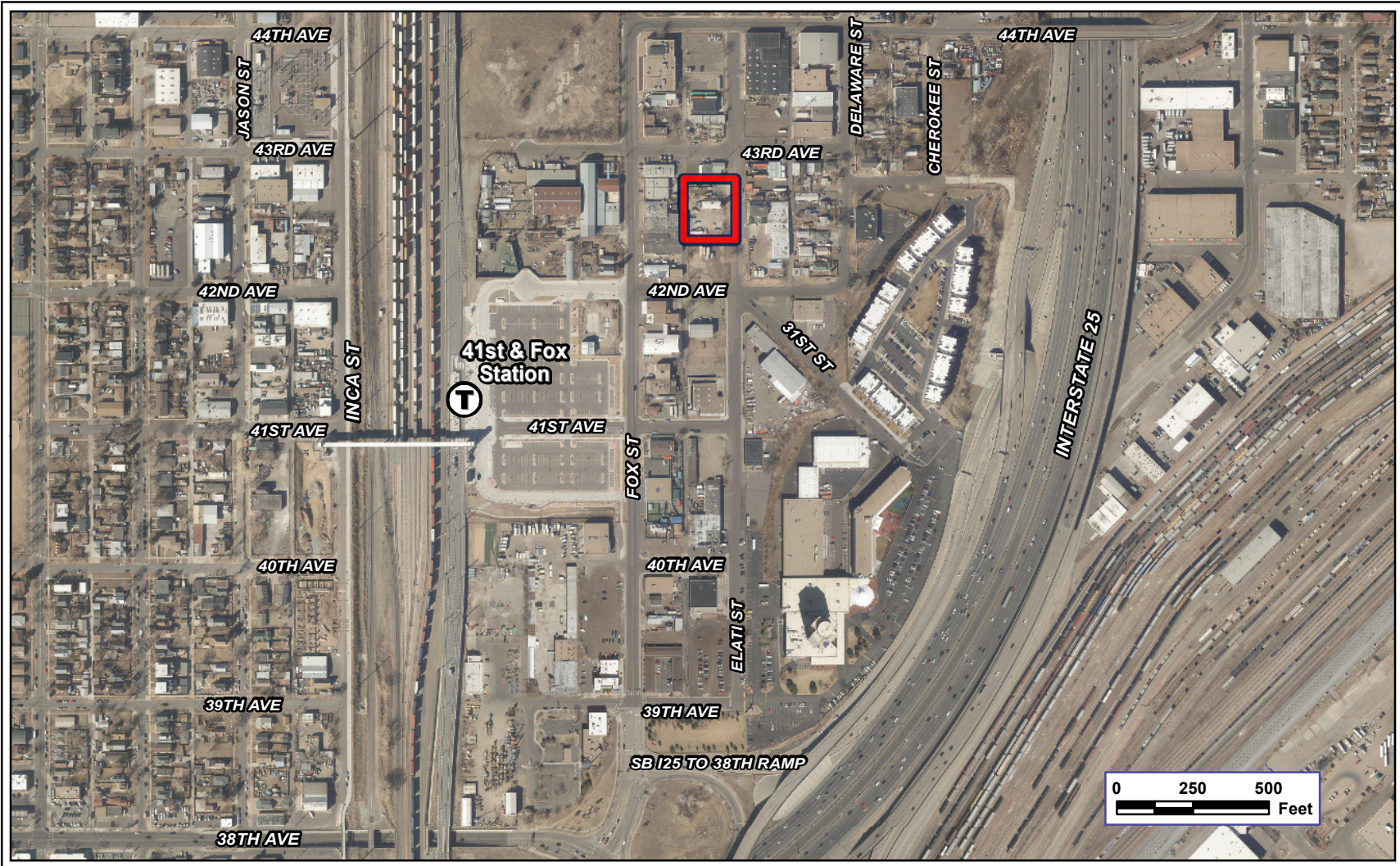
## City Location



**Zone Map Amendment 19i-00037      From I-A UO-2 to C-RX-12**  
**Neighborhood Location - Globeville**



**Zone Map Amendment 19i-00037      From I-A UO-2 to C-RX-12**  
**Aerial - 2018**

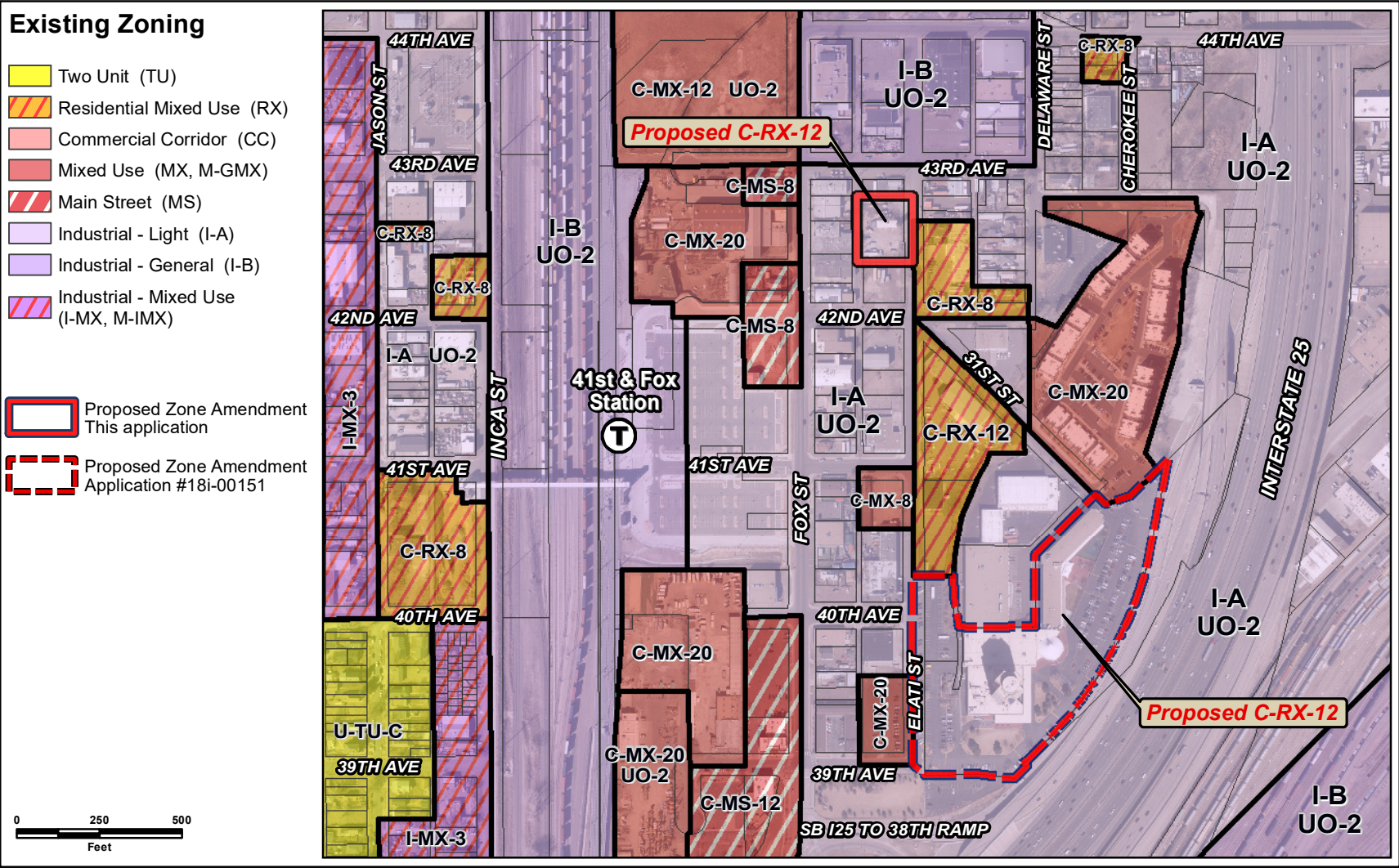


Map Date: July 22, 2019

# Zone Map Amendment 19i-00037

# From I-A UO-2 to C-RX-12

## Existing Zoning

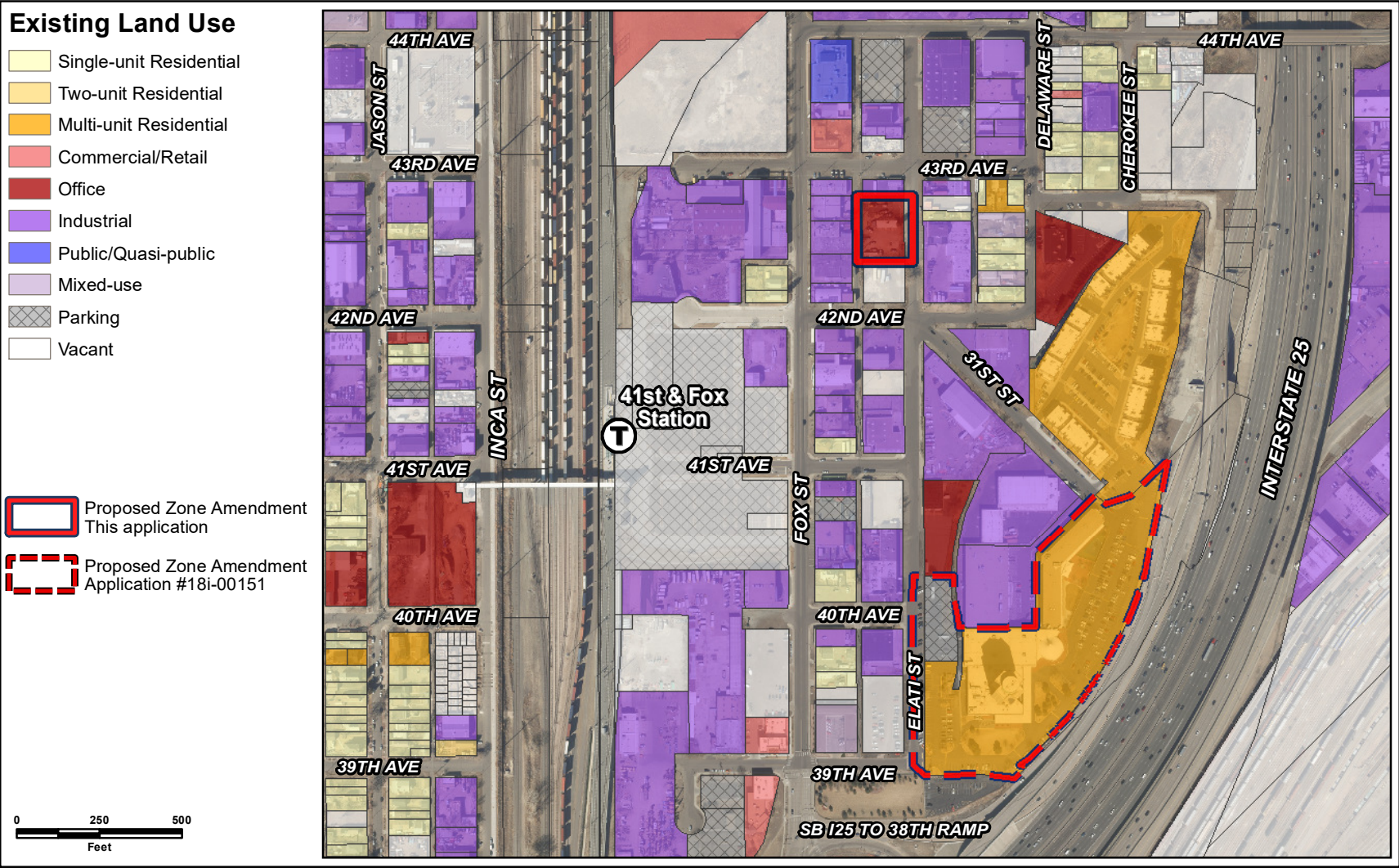


Map Date: July 22, 2019

# Zone Map Amendment 19i-00037

From I-A UO-2 to C-RX-12

## Existing Land Use



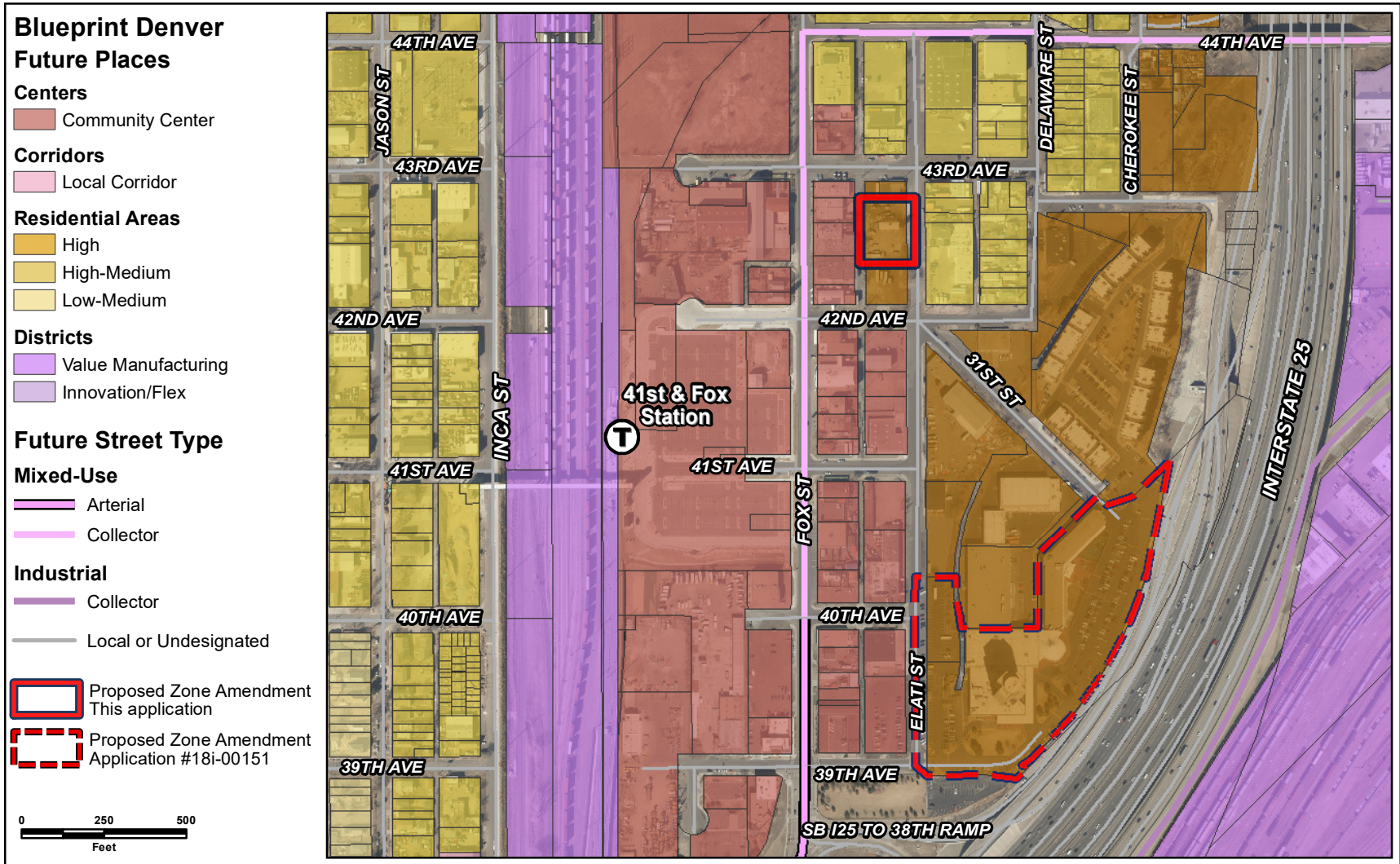
Map Date: July 22, 2019

Land Use Data Compiled 2018



# Zone Map Amendment 19i-00037 From I-A UO-2 to C-RX-12

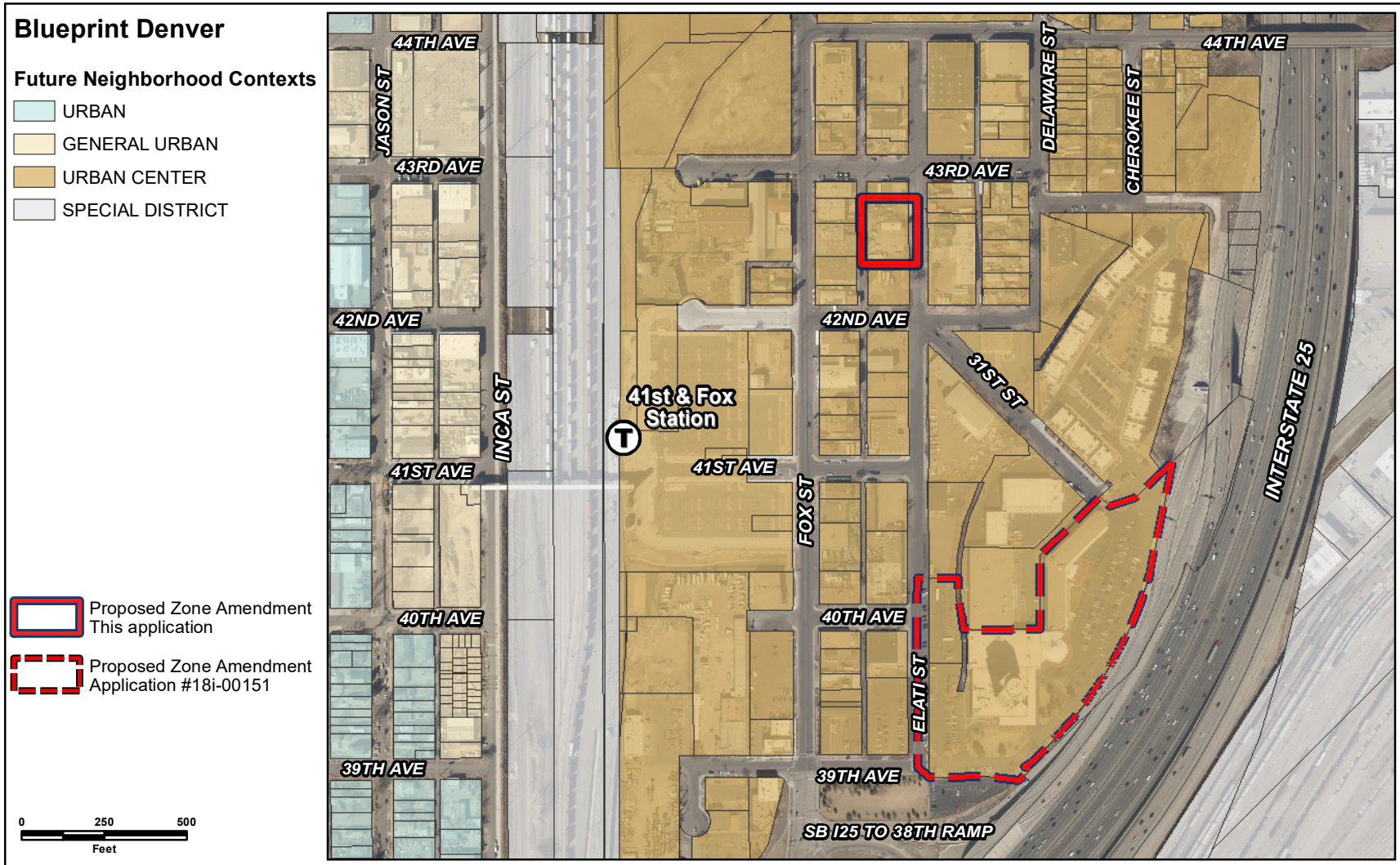
## Blueprint Denver Future Places and Streets



Map Date: July 22, 2019

# Zone Map Amendment 19i-00037 From I-A UO-2 to C-RX-12

## Blueprint Denver Future Neighborhood Contexts



Map Date: July 22, 2019

# Zone Map Amendment 19i-00037 From I-A UO-2 to C-RX-12

## Blueprint Denver Future Growth Strategy

