



**TO:** Denver City Council  
**FROM:** Francisca Peñafiel, Senior City Planner  
**DATE:** October 12, 2023  
**RE:** Official Zoning Map Amendment Application #2032I-00040

### Staff Report and Recommendation

Based on the criteria for review in the Denver Zoning Code, Staff recommends **approval** for Application #2023I-00040.

### Request for Rezoning

Address: 1825 S Marion Street, 1900 S Humboldt Street, 1931 S Humboldt Street, 1967 S Humboldt Street, 1906 S Williams Street, 2125 S Williams Street

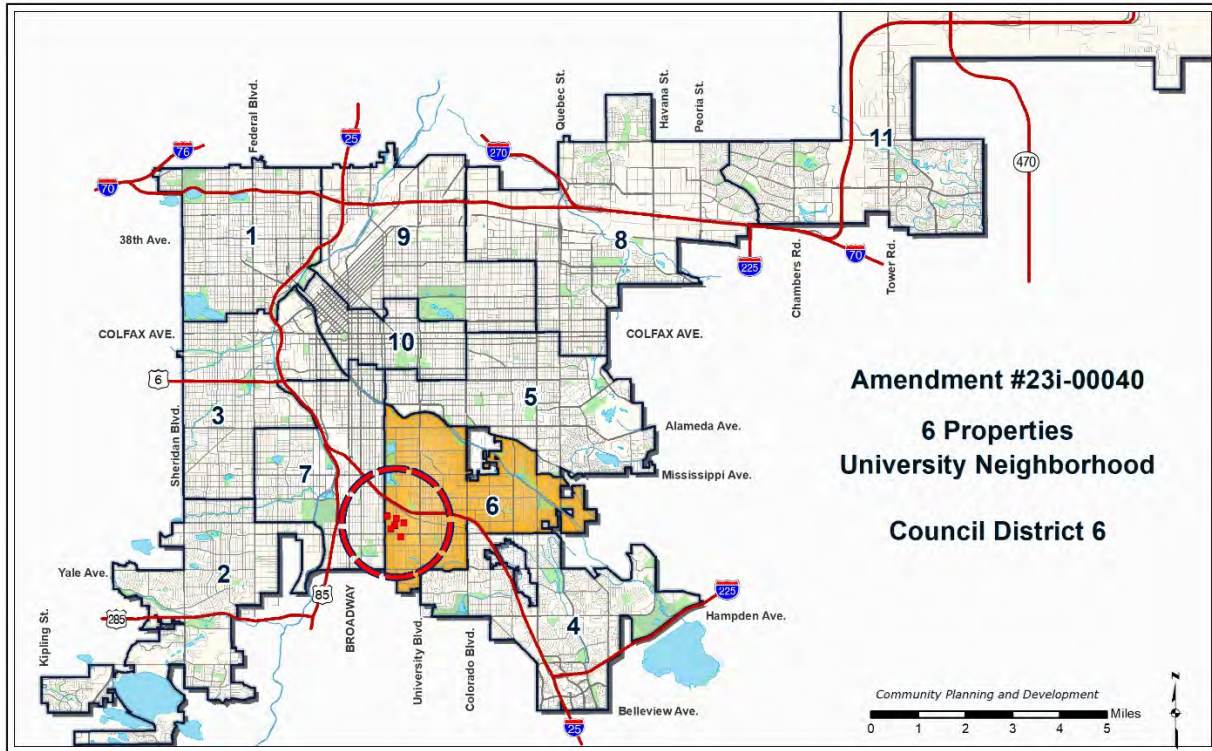
Neighborhood/Council District: University / Council District 6 – Paul Kashmann  
RNOs: Inter-Neighborhood Cooperation (INC), University Neighbors, Platt Park People’s Association, Strong Denver

Area of Property: 32,560 square feet or 0.74 acres  
Current Zoning: U-SU-C  
Proposed Zoning: U-SU-C1  
Property Owner(s): Michael Frederick, Nathan and Patricia Brown, Noah Alric Larson Pangalangan, Adam Glick, Cross Creek 3 LLC, Pamela Marquez and Hamilton Goff

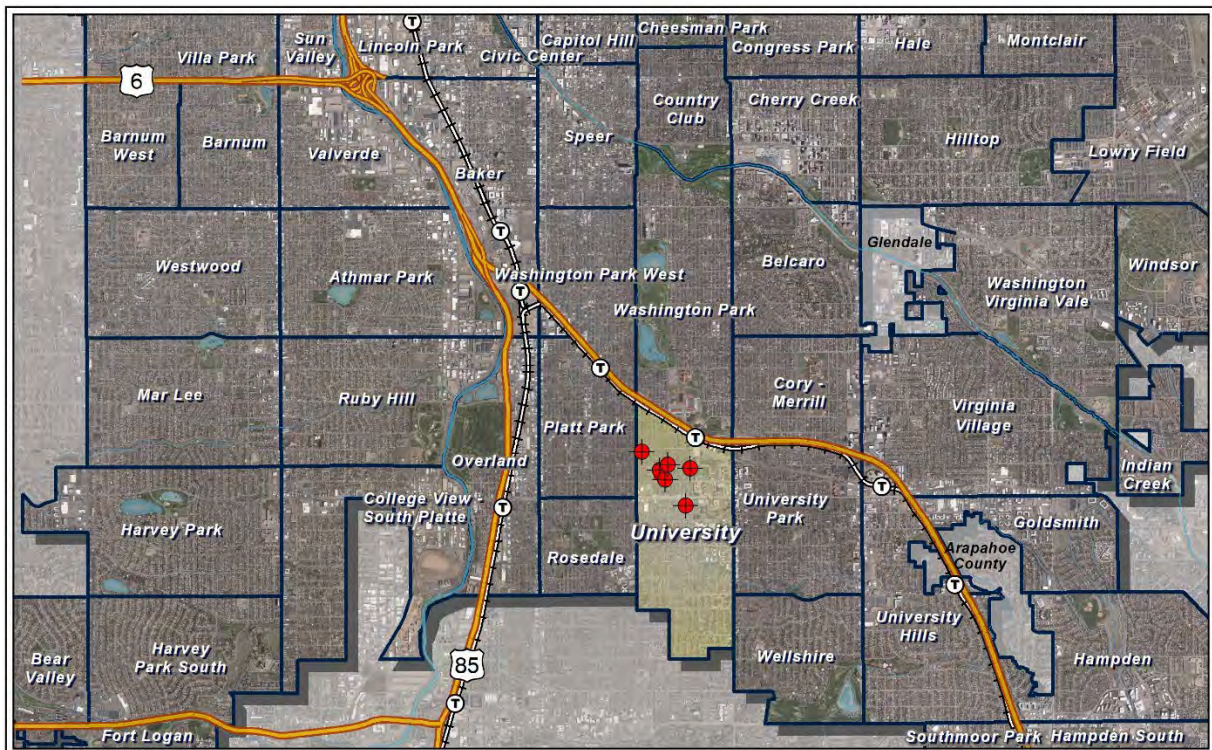
### Summary of Rezoning Request

- The subject properties each contain a single-unit home built in the 1920s. They are located in generally the same area, bounded by Colorado Avenue to the north, Downing Street to the west, High Street to the east, and East Warren Avenue to the south.
- The property owners are proposing to rezone the properties to allow accessory dwelling units (ADUs).
- The proposed U-SU-C1 zone district (**U**rban, **S**ingle-**U**nit, **C**1) is intended for properties with a minimum zone lot area of 5,500 square feet, and allows urban houses and detached ADUs in the rear yard. This zone district is intended for use in the Urban Neighborhood Context which is characterized by single-unit and two-unit uses. Single-unit residential uses are typically located along local and arterial streets and structures are usually the Urban House building form. The maximum height of the Urban House building form is 30 to 35 feet for the front 65% of the zone lot, 17 to 19 feet in the rear 35% of the zone lot. The Detached Accessory Dwelling Unit form can be a maximum height of 24 feet. Further details of the requested zone district can be found in the proposed zone district section of the staff report (below) and in Article 5 of the Denver Zoning Code (DZC).

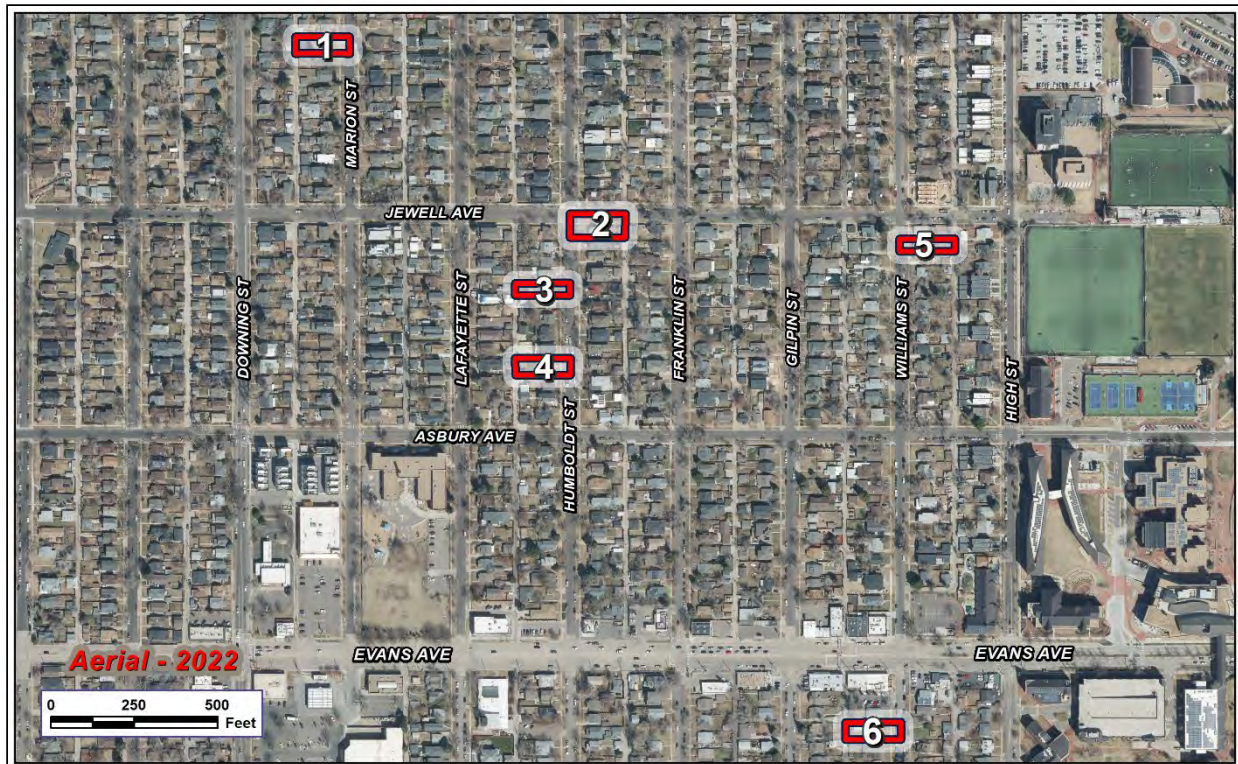
### City Location



### Neighborhood Location - University



## 1. Existing Context

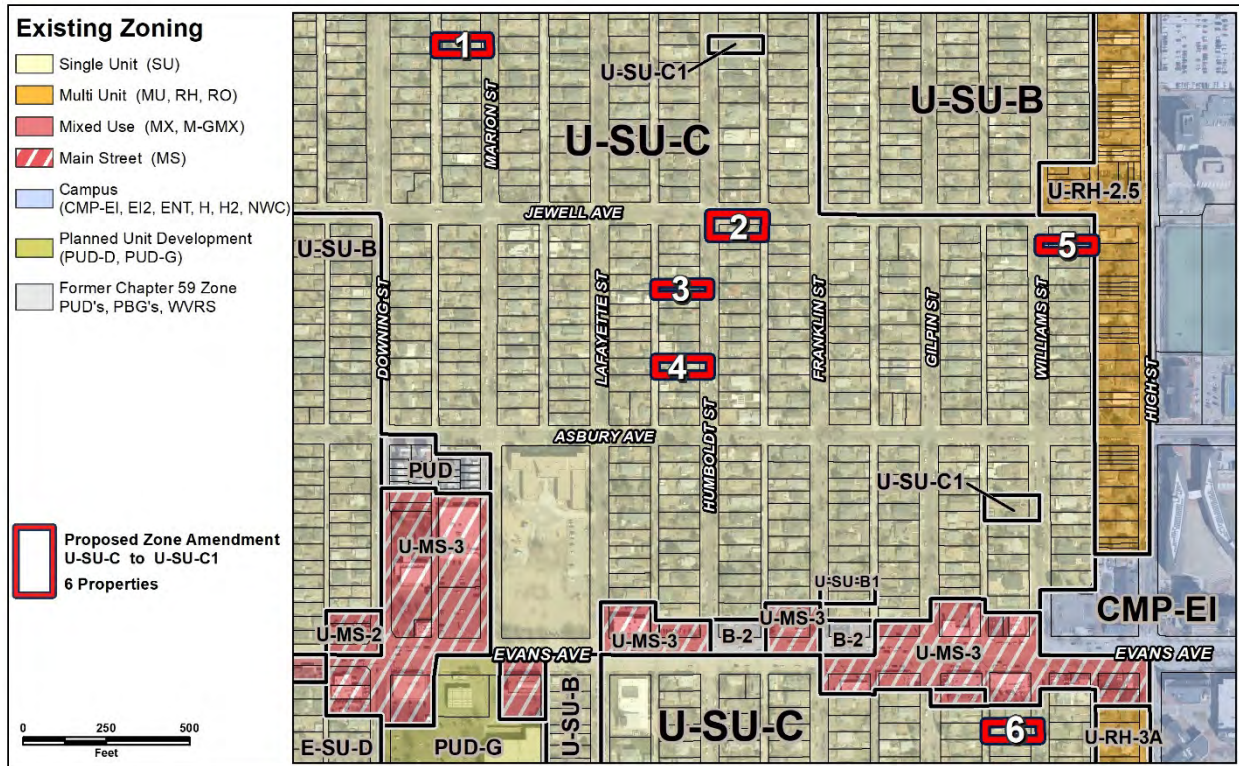


The subject properties are in the University statistical neighborhood, which is characterized mostly by single-unit residential uses and some neighborhood serving commercial/retail uses on East Evans Avenue, and the University of Denver campus. Generally, there is a pattern of rectangular blocks in a street grid pattern with alley access. The subject properties are located within a mile of the University of Denver campus. There are various RTD stops on South Downing and East Evans Avenue. These bus stops serve routes 12 and 21, each with a 30-minute headway.

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

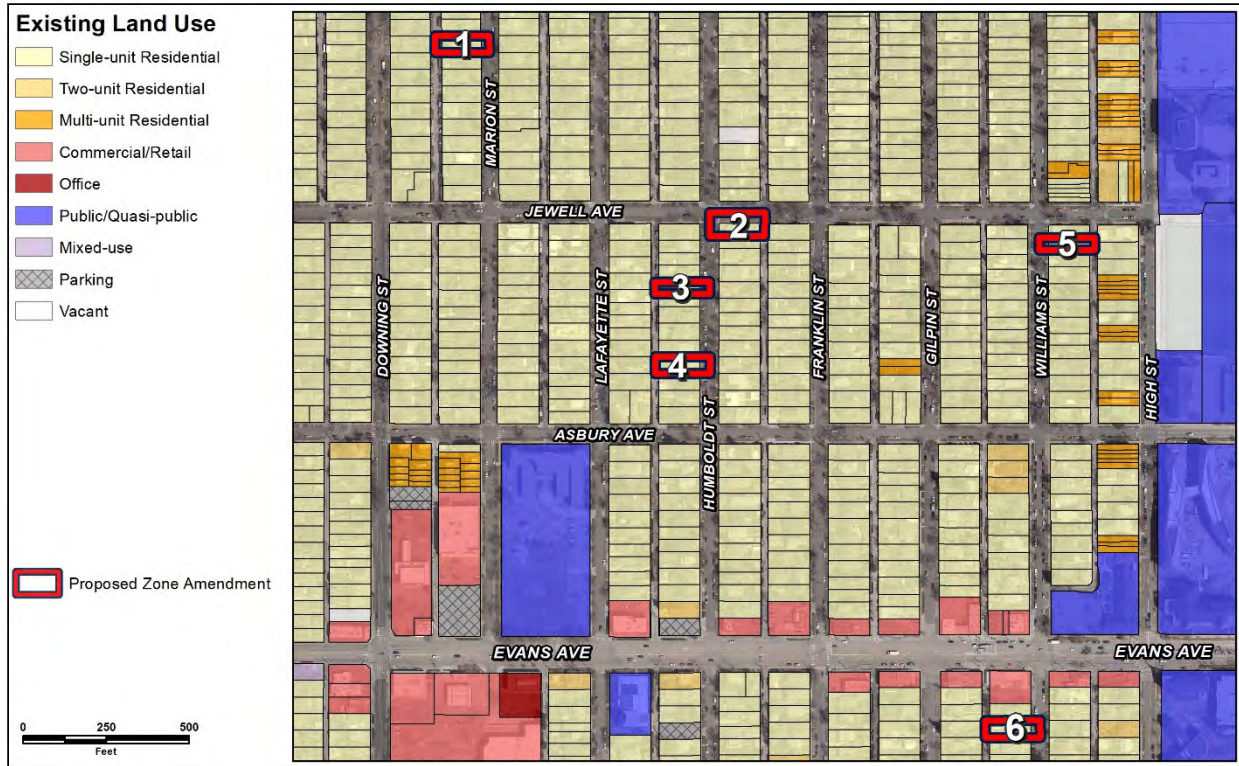
	Existing Zoning	Existing Land Use	Existing Building Form/Scale	Existing Block, Lot, Street Pattern
1825 South Marion Street	U-SU-C	Single-unit Residential	1 story house with detached garage at alley	Generally regular grid of streets; Block sizes and shapes are consistent and rectangular. Detached sidewalks with tree lawns and existing alleys. Garages and on-street vehicle parking.
1900 South Humboldt Street	U-SU-C	Single-unit Residential	1 story house with detached garage at alley	
1931 South Humboldt Street	U-SU-C	Single-unit Residential	1 story house with driveway on South Humboldt Street and detached garage	
1967 South Humboldt Street	U-SU-C	Single-unit Residential	1 story house with shed on the rear of the property	
1906 South Williams Street	U-SU-C	Single-unit Residential	1 story house with driveway on South Williams Street.	
2125 South Williams Street	U-SU-C	Single-unit Residential	1 story house with detached garage at alley	
North	U-SU-C	Single-unit Residential	1 -2 story houses, in some cases with detached garages on the alley	
South	U-SU-C	Single-unit Residential	1 -2 story houses, in some cases with detached garages on the alley	
East	U-SU-C, U-RH-2.5	Single-unit Residential	1 -2 story houses, in some cases with detached garages on the alley	
West	U-SU-C	Single-unit Residential	1 -2 story houses, in some cases with detached garages on the alley	

## 2. Existing Zoning



The U-SU-C zone district is a single-unit district allowing only the Urban House primary building form on a minimum zone lot of 5,500 square feet. The maximum allowed height is 2.5 stories or 30 to 35 feet in the front 65% of the zone lot, 1 story and 17 to 19 feet in the rear 35% of the zone lot. It allows two accessory structure forms: Detached Garage and Other Detached Accessory Structure with a maximum height of 15 to 17 feet. The intent of the district is to promote and protect residential neighborhoods within the character of the Urban Neighborhood Context.

### 3. Existing Land Use Map



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



1825 S Marion St. - View of the subject property, looking west from South Marion St.



**1900 S Humboldt St.** - View of subject property, looking northeast from South Humboldt St.



**1931 S Humboldt St.** - View of subject property, looking west on South Humboldt St.



**1967 S Humboldt St.** – View of subject property, looking west on South Humboldt Street.

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1825 S Marion St., 1900, 1931, 1967 S Humboldt St., 1906, 2025 S Williams St.

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**1906 S Williams St.** - View of subject property, looking northeast on South Williams Street.



**2025 S Williams St.** - View of subject property, looking west on South Williams Street.



### Proposed Zoning

The U-SU-C1 is a single unit zone district with a minimum zone lot size of 5,500 square feet that allows only an Urban House primary building form. A variety of residential and civic uses are permitted as primary uses in the U-SU-C1 district. The district allows the Detached Accessory Dwelling Unit, Detached Garage, and Other Detached Accessory Structures as detached accessory building forms. The Detached Accessory Dwelling Unit (DADU) building form has a maximum height of 2 stories or 24 feet. A bulk plane that raises 10 feet vertically from the side interior or side street zone lot line, then slopes 45 degrees also applies to the DADU building form. This form also allows an exemption from the 37.5% building coverage standard, allowing 50% of the building footprint of the DADU to be excluded up to a maximum of 500 square feet. For zone lots less than 7,000 square feet, the ADU Gross Floor Area may be a maximum of 864 square feet.

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

<b>Design Standards</b>	<b>U-SU-C (Existing)</b>	<b>U-SU-C1 (Proposed)</b>
Primary Building Forms Allowed	Urban House	Urban House
Maximum Height in Stories/Feet, Front 65% of Zone Lot*	2.5 stories / 30-35 feet	2.5 stories / 35 feet
Maximum Height in Stories/Feet, Rear 35% of Zone Lot	1 story / 17-19 feet	1 story / 17-19 feet
DADU Maximum Height in Stories/Feet	DADUs not permitted	2 stories / 24 feet
Zone Lot (Min.)	5,500 square feet	5,500 square feet
Zone Lot Width (Min.)	50 feet	50 feet
Primary Street Block Sensitive Setback Required / If not	Yes / 20 feet	Yes / 20 feet
Side Street Setback (Min.)*	5 feet	5 feet
Side Interior Setback (Min.)*	5 feet	5 feet
Rear Alley / No Alley	12 feet / 20 feet	12 feet / 20 feet
DADU Rear Setback	DADUs not permitted	5 feet if garage door / 0 feet if no garage door
Building Coverage per Zone Lot including all accessory structures (Max.), not including exceptions	37.5 %	37.5%
Detached Accessory Building Forms Allowed	Detached Garage, Other Detached Accessory Structures	Detached Accessory Dwelling Unit, Detached Garage, Other Detached Accessory Structures

\*Based on subject property width of 50 feet

## Summary of City Agency Referral Comments

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

**Assessor:** Approved – No Response.

**Asset Management:** Approved – No Comments.

**Denver Public Schools:** Approved – No Response.

**Development Services - Fire:** Approved – No Comments.

**Development Services – Project Coordination:** Approved – No Response.

**Development Services - Transportation:** Approved – No Response.

**Development Services – Wastewater:** Approved – No Response.

**Parks and Recreation:** Approved – No Comments.

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

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

**Department of Transportation & Infrastructure – City Surveyor:** Approved – See Comment Below.

The Block number is missing from the description for 1906 S Williams St. See attached .docx file of the revised descriptions.

## Public Review Process

	<b>Date</b>
CPD informational notice of receipt of the rezoning application to all affected members of City Council, registered neighborhood organizations, and property owners:	<b>06/15/2023</b>
Property legally posted for a period of 15 days and CPD written notice of the Planning Board public hearing sent to all affected members of City Council, registered neighborhood organizations, and property owners:	<b>08/01/2023</b>
Planning Board Public Hearing:	<b>8/16/2023</b>
CPD written notice of the Land Use, Transportation and Infrastructure Committee meeting sent to all affected members of City Council and registered neighborhood organizations, at least ten working days before the meeting:	<b>08/15/2023</b>
Land Use, Transportation and Infrastructure Committee of the City Council:	<b>08/29/2023</b>
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:	<b>09/25/2023</b>
City Council Public Hearing:	<b>10/16/2023</b>

- **Registered Neighborhood Organizations (RNOs)**
  - To date, staff has not received comment letters from Registered Neighborhood Organizations.
- **Other Public Comment**
  - To date, staff has received six letters of opposition from the public, mostly expressing concerns with street parking, noise, and decreased property values. Staff also received one letter of support from a neighbor.

## 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)

### ***Denver Comprehensive Plan 2040***

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

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

U-SU-C1 allows for an additional dwelling unit that is accessory to the primary single-unit dwelling use and introduces a new housing type to a largely single-unit neighborhood. Accessory dwelling units can provide housing for individuals or families with different incomes, ages, and needs compatible with the single-unit homes that characterize most of the University neighborhood.

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

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

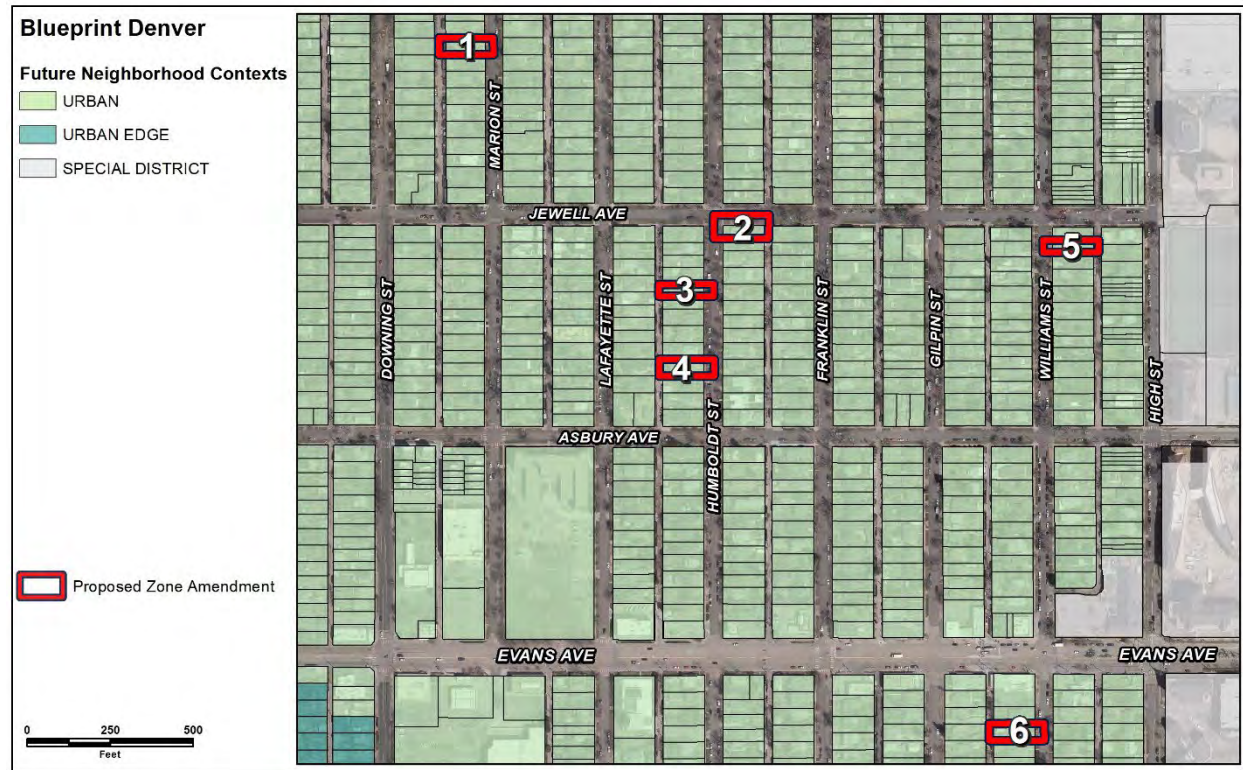
- Environmentally Resilient Goal 8, Strategy A – “Promote infill development where infrastructure and services are already in place” (p. 54).

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

### **Blueprint Denver**

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

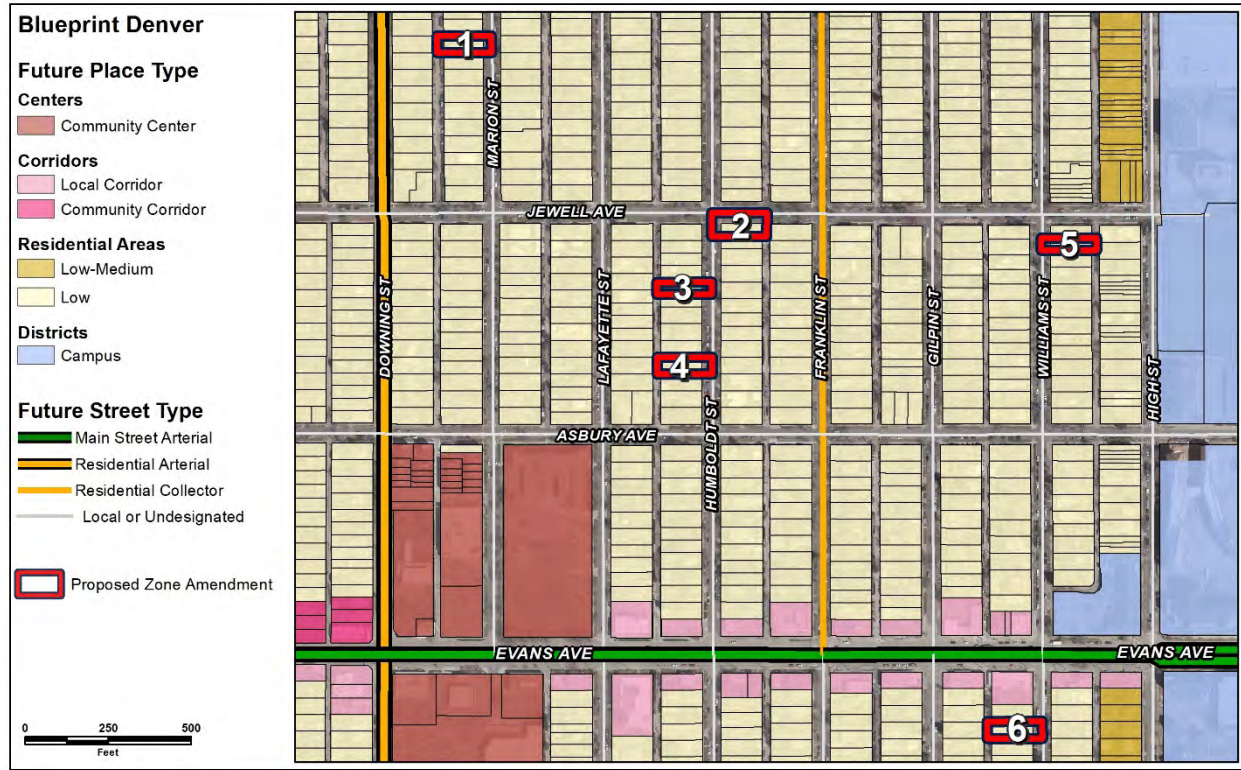
### **Blueprint Denver Future Neighborhood Context**



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 sites are shown on the context map as 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-SU-C1 is a zone district within the Urban neighborhood context in the Denver Zoning Code. The Urban residential zone districts are “intended to promote and protect residential neighborhoods within the character of the Urban Neighborhood Context” and “the building form standards, design standards and uses work together to promote desirable residential areas” (DZC 5.2.2.1). U-SU-C1 is consistent with the *Blueprint Denver* future neighborhood context of Urban because it will promote the residential character by allowing single-unit residential uses with a low-scale accessory dwelling unit that will be compatible with the existing residential area.

**Blueprint Denver Future Place**

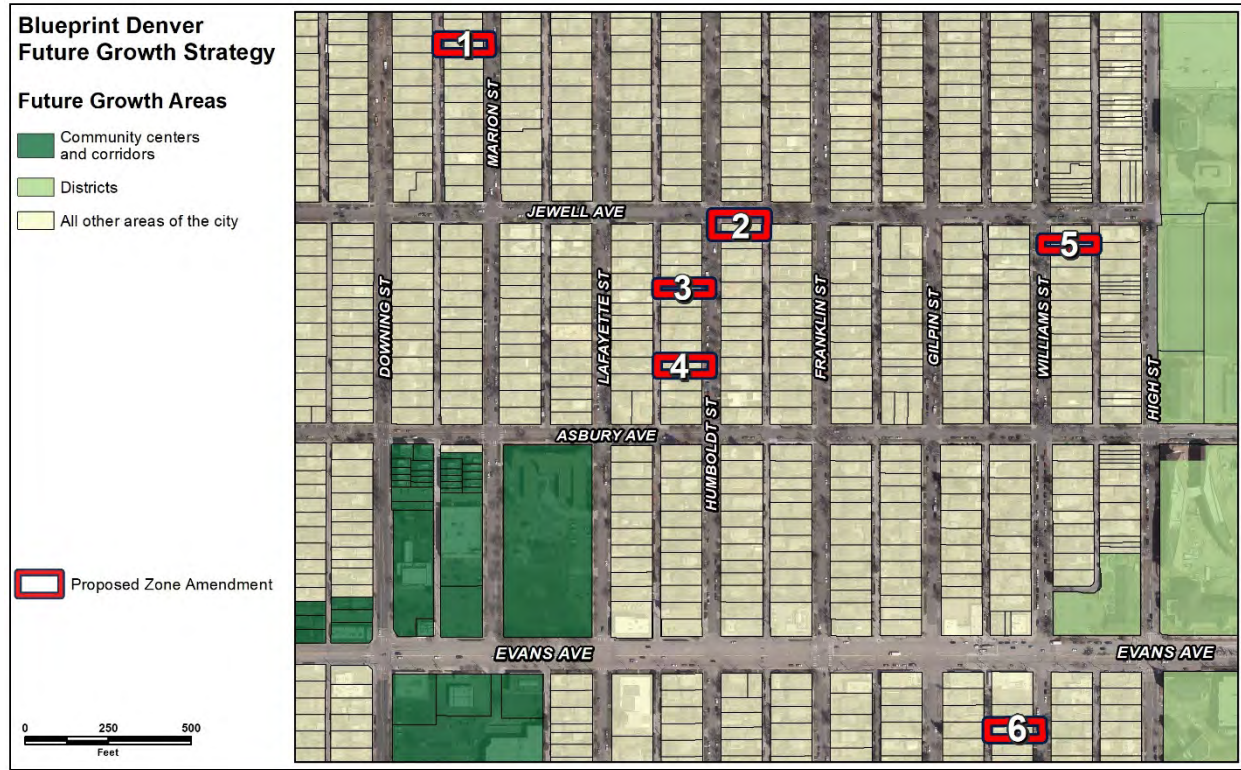


The subject sites are designated within a Low Residential future place on the *Blueprint Denver* Future Place map. This place type is “predominately single- and two-unit uses on smaller lots. Accessory dwelling units and duplexes are appropriate and can be thoughtfully integrated where compatible,” and “building heights are generally up to 2.5 stories in height” (p. 230). U-SU-C1 is a single-unit residential zone district that allows for an additional dwelling unit accessory to a primary single-unit residential use, which is consistent with the Low Residential future place description. It allows the Urban House building form, which has a maximum height of 2.5 stories, also consistent with the Future Place designation.

**Blueprint Denver Future Street Types**

In *Blueprint Denver*, street types work together with the future place to evaluate the appropriateness of the intensity of the adjacent development (p. 67). *Blueprint Denver* classifies South Marion Street, South Humboldt Street and South Williams Street as Local or Undesignated Future Street Types, which “can vary in their land uses and are found in all neighborhood contexts. They are most often characterized by residential uses.” (p. 161). The proposed U-SU-C1 district is consistent with this description because it allows for primarily residential uses.

### ***Blueprint Denver Growth Strategy***



*Blueprint Denver's* growth strategy map is a version of the future places map, showing the aspiration for distributing future growth in Denver (p. 51). The subject properties are all 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-SU-C1 will allow low-intensity growth to the number of households in this area by allowing accessory dwelling units and is therefore consistent with the growth strategy.

### ***Blueprint Denver Strategies***

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

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

This rezoning to an ADU zone district will have minimal impacts on the surrounding neighborhood and is consistent with *Blueprint Denver* recommendations.

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

The proposed rezoning to U-SU-C1 will result in the uniform application of zone district building form, use and design regulations.

## **3. Public Health, Safety and General Welfare**

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

## **4. Justifying Circumstance**

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

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

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

The requested U-SU-C1 zone district is within the Urban Neighborhood Context. The neighborhood context is "primarily characterized by single-unit and two-unit residential uses" and "single-unit residential structures are typically the Urban House building form" (DZC, Section 5.1.1). These areas consist of "regular pattern of block shapes" and "a consistent presence of alleys" (DZC, Section 5.1.2). The University neighborhood consists of mostly single and two-unit residential uses in rectangular blocks with alley access. The proposed rezoning to U-SU-C1 is consistent with the neighborhood context description.

The general purpose of residential zone districts in this context is "to promote and protect residential neighborhoods within the character of the Urban Neighborhood Context. The building form standards, design standards, and uses work together to promote desirable residential areas. Common residential characteristics are recognized but variation is accommodated" (DZC, Section 5.2.2). The proposed U-SU-C1 district is consistent with the context description and the zone district general purpose because it will



help preserve the existing single-unit use, form, and streetscape of the immediate area while allowing a small-scale ADU in the rear yard.

The specific intent of the U-SU-C1 zone district is “a single unit district allowing urban houses and detached accessory dwelling units. Blocks typically have a consistent pattern of 50-foot-wide lots. Setbacks and lot coverage standards accommodate front and side yards similar to U-SU-C but allowing a detached accessory dwelling unit building form in the rear yard” (DZC, 5.2.2.2.H.) The subject sites are in an area where Urban houses 50-foot-wide lots are common. The adopted plan direction recommends allowing detached accessory dwelling units. Therefore, rezoning this site would be consistent with the specific intent of the zone district.

### Attachments

1. Application
2. Comment Letters



# Accessory Dwelling Unit Zone Map Amendment (Rezoning) - Application

PROPERTY OWNER INFORMATION*		PROPERTY OWNER(S) REPRESENTATIVE**	
<input checked="" type="checkbox"/> CHECK IF POINT OF CONTACT FOR		<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION	
Property Owner Name	Multiple Owners in University (see attached list)	Representative Name	
Address		Address	
City, State, Zip	Denver , CO 80210	City, State, Zip	
Telephone		Telephone	
Email		Email	
*All standard zone map amendment applications must be initiated by owners (or authorized representatives) of at least 51% of the total area of the zone lots subject to the rezoning. See page 4.		**Property owner shall provide a written letter authorizing the representative to act on his/her behalf.	
SUBJECT PROPERTY INFORMATION			
Location (address):	1825 S Marion St, 1900 S Humboldt St, 1931 S Humboldt St, 1967 S Humboldt St, 1906 S Williams St, 2125 S Williams St		
Assessor's Parcel Numbers:	05233-25-022-000, 05262-05-001-000, 05262-06-022-000, 05262-06-017-000, 05262-02-002-000, 05262-19-021-000		
Area in Acres or Square Feet:	32,560 sf or .74 AC		
Current Zone District(s):	U-SU-C		
PROPOSAL			
Proposed Zone District:	U-SU-C1		
PRE-APPLICATION INFORMATION			
Did you receive and review the slide deck: "Constructing an Accessory Dwelling Unit"?	<input checked="" type="checkbox"/> <b>Yes - I have received and reviewed this information</b> <input type="checkbox"/> <b>No - I have not received these slides</b>		
Did you contact the City Council District Office regarding this application ?	<input checked="" type="checkbox"/> <b>Yes - if yes, state date and method</b> <u>email on 3/22/23</u> <input type="checkbox"/> <b>No - if no, describe why not (in outreach attachment)</b>		

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

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

<p>Additional Review Criteria for Non-Legislative Rezonings: The proposal must comply with both of the additional review criteria.</p> <p>(Check boxes to affirm.)</p> <p>DZC Sec. 12.4.10.8</p>	<p><input checked="" type="checkbox"/> <b>Justifying Circumstances - One of the following circumstances exists:</b>          Since the date of the approval of the existing Zone District, there has been a change to such a degree that the proposed rezoning is in the public interest. Such change may include:</p> <ul style="list-style-type: none"> <li>a. Changed or changing conditions in a particular area, or in the city generally; or,</li> <li>b. A City adopted plan; or</li> <li>c. That the City adopted the Denver Zoning Code and the property retained Former Chapter 59 zoning.</li> </ul> <p>The proposed map amendment application identifies the adoption of <i>Blueprint Denver</i> as the Justifying Circumstance. As discussed above, <i>Blueprint Denver</i> specifically recommends the city diversify housing choice through the expansion of accessory dwelling units throughout all residential areas. The plan was adopted after the date of approval of the existing zone districts. Therefore, this is an appropriate justifying circumstance for the proposed rezoning.</p> <p><input checked="" type="checkbox"/> <b>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.</b></p> <p>The proposed map amendment is consistent with the neighborhood context description, stated purpose and intent of the proposed <u>U-SU-C1</u> Zone District.</p>
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**REQUIRED ATTACHMENTS**

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

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

**ADDITIONAL ATTACHMENTS (IF APPLICABLE)**

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

- Written Narrative Explaining Project
- Site Plan/ Drawings (if available)
- Narrative describing any outreach to City Council office(s), Registered Neighborhood Organizations (RNOs) and surrounding neighbors.
- Written Authorization to Represent Property Owner(s) (if applicable)
- Individual Authorization to Sign on Behalf of a Corporate Entity (e.g. if the deed of the subject property lists an LLC/trust as owner, this is document is required.)

Please list any other additional attachments:

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

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

Property Owner Name(s) (please type or print legibly)	Property Address City, State, Zip Phone Email	Property Owner Interest % of the Area of the Zone Lots to Be Rezoned	Please sign below as an indication of your consent to the above certification statement	Date	Indicate the type of ownership documentation provided: (A) Assessor's record, (B) warranty deed, (C) title policy or commitment, or (D) other as approved	Has the owner authorized a representative in writing? (YES/NO)
<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
Adam Glick	1967 S Humboldt St Denver, CO 80210	19.2%	<i>Adam Glick</i>	4/2/23	A	No
Morgan Homes CO LLC George Morgan	1906 S Williams St Denver, CO 80210	14.4%	<i>George Morgan</i>	4/2/23	A	No
Pamela Sue Marquez Hamilton P Goff	2125 S Williams St Denver, CO 80210	19.2%	<i>Pamela Sue Marquez</i> <i>Hamilton P Goff</i>	4/2/23 4/2/23	A	No

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

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

Property Owner Name(s) (please type or print legibly)	Property Address City, State, Zip Phone Email	Property Owner Interest % of the Area of the Zone Lots to Be Rezoned	Please sign below as an indication of your consent to the above certification statement	Date	Indicate the type of ownership documentation provided: (A) Assessor's record, (B) warranty deed, (C) title policy or commitment, or (D) other as approved	Has the owner authorized a representative in writing? (YES/NO)
<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
Michael Frederick	1825 S Marion St Denver, CO 80210	18.4%	<i>[Signature]</i>	4/2/23	A	No
Nathan Alan Brown Patricia E Brown	1900 S Humboldt St Denver, CO 80210	14.4%	<i>[Signature]</i> <i>[Signature]</i>	4/2/23 4/2/23	A	No
Noah Alric Larson Pangalangan	1931 S Humboldt St Denver, CO 80210	14.4%	<i>[Signature]</i>	4/2/23	A	No

<b>Property Owner Name</b>	<b>Address</b>	<b>City, State, Zip</b>	<b>Email</b>
Michael Frederick	1825 S Marion St	Denver, CO 80210	<a href="mailto:micfre@gmail.com">micfre@gmail.com</a>
Nathan Brown	1900 S Humboldt St	Denver, CO 80210	<a href="mailto:puffah@yahoo.com">puffah@yahoo.com</a>
Noah Pangalangan	1931 S Humboldt St	Denver, CO 80210	<a href="mailto:noahpangalangan@gmail.com">noahpangalangan@gmail.com</a>
Adam Glick	1967 S Humboldt St	Denver, CO 80210	<a href="mailto:ACGlick@gmail.com">ACGlick@gmail.com</a>
George Morgan	1906 S Williams St	Denver, CO 80210	<a href="mailto:info@morganhomesco.com">info@morganhomesco.com</a>
Pamela Marquez	2125 S Williams ST	Denver, CO 80210	<a href="mailto:psmarquez@gmail.com">psmarquez@gmail.com</a>

# 1825 S MARION ST

<b>Owner</b>	FREDERICK, MICHAEL 1825 S MARION ST DENVER, CO 80210-3220
<b>Schedule Number</b>	05233-25-022-000
<b>Legal Description</b>	L 43 & 44 BLK 60 STEBBINS HTS
<b>Property Type</b>	SFR Grade C
<b>Tax District</b>	DENVER

**Print Summary**

Property Description			
<b>Style:</b>	13: 1 STORY	<b>Building Sqr. Foot:</b>	833
<b>Bedrooms:</b>	2	<b>Baths Full/Half:</b>	2/0
<b>Effective Year Built:</b>	1929	<b>Basement/Finish:</b>	494/300
<b>Lot Size:</b>	5,990	<b>Zoned As:</b>	U-SU-C

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

Current Year			
	Actual	Assessed	Exempt
Land		\$417,800	\$29,040 \$0
Improvements		\$196,600	\$13,660
<b>Total</b>		<b>\$614,400</b>	<b>\$42,700</b>

Prior Year			
	Actual	Assessed	Exempt
Land		\$417,800	\$29,870 \$0
Improvements		\$196,600	\$14,060
<b>Total</b>		<b>\$614,400</b>	<b>\$43,930</b>



### Real Estates Property Taxes for current tax year

**System Upgrade Underway:**

Due to a system upgrade, payment information is taking longer to update and may not reflect the current status of your account.

Mill Levy \* 79..525 \*

Please click on additional information below to check for any delinquencies on this property/schedule number and for tax sale information.

	Installment 1 (Feb 28 Feb 29 in Leap Years)	Installment 2 (Jun 15)	Full Payment (Due Apr 30)
Date Paid	2/13/2023		
Original Tax Levy	\$1,697.87	\$1,697.87	\$3,395.74
Liens/Fees	\$0.00	\$0.00	\$0.00
Interest	\$0.00	\$0.00	\$0.00
Paid	\$1,697.87	\$0.00	\$1,697.87
Due	\$0.00	\$1,697.87	\$1,697.87

### Additional Information

Note: If "Y" is shown below, there is a special situation pertaining to this parcel. For additional information about this, click on the name to take you to an explanation.

Additional Assessment ⓘ	N	Prior Year Delinquency ⓘ	N
Additional Owner(s) ⓘ	N		
Adjustments ⓘ	N	Sewer/Storm Drainage Liens ⓘ	N
Local Improvement Assessment ⓘ	N	Tax Lien Sale ⓘ	N
Maintenance District ⓘ	N	Treasurer's Deed ⓘ	N
Pending Local Improvement ⓘ	N		

Real estate property taxes paid for prior tax year: **\$3,277.98**

### Assessed Value for the current tax year

Assessed Land	\$29,040.00	Assessed Improvements	\$13,660.00
Exemption	\$0.00	Total Assessed Value	\$42,700.00

# 1900 S HUMBOLDT ST

<b>Owner</b>	BROWN,NATHAN ALAN BROWN,PATRICIA E 1900 S HUMBOLDT ST DENVER, CO 80210-3336
<b>Schedule Number</b>	05262-05-001-000
<b>Legal Description</b>	L 1 & N1/2 OF L 2 BLK 4 EVANSTON
<b>Property Type</b>	SFR Grade C
<b>Tax District</b>	DENVER

**Print Summary**

Property Description			
<b>Style:</b>	13: 1 STORY	<b>Building Sqr. Foot:</b>	471
<b>Bedrooms:</b>	1	<b>Baths Full/Half:</b>	1/0
<b>Effective Year Built:</b>	1926	<b>Basement/Finish:</b>	471/210
<b>Lot Size:</b>	4,690	<b>Zoned As:</b>	U-SU-C

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

Current Year			
	Actual	Assessed	Exempt
Land		\$320,400	\$22,270 \$0
Improvements		\$71,100	\$4,940
<b>Total</b>		<b>\$391,500</b>	<b>\$27,210</b>

Prior Year			
	Actual	Assessed	Exempt
Land		\$320,400	\$22,910 \$0
Improvements		\$71,100	\$5,080
<b>Total</b>		<b>\$391,500</b>	<b>\$27,990</b>

### Real Estates Property Taxes for current tax year

**System Upgrade Underway:**

Due to a system upgrade, payment information is taking longer to update and may not reflect the current status of your account.

Mill Levy \* 79..525 \*

Please click on additional information below to check for any delinquencies on this property/schedule number and for tax sale information.

	Installment 1 (Feb 28 Feb 29 in Leap Years)	Installment 2 (Jun 15)	Full Payment (Due Apr 30)
Date Paid	2/13/2023		
Original Tax Levy	\$1,081.95	\$1,081.95	\$2,163.90
Liens/Fees	\$0.00	\$0.00	\$0.00
Interest	\$0.00	\$0.00	\$0.00
Paid	\$1,081.95	\$0.00	\$1,081.95
Due	\$0.00	\$1,081.95	\$1,081.95

### Additional Information

Note: If "Y" is shown below, there is a special situation pertaining to this parcel. For additional information about this, click on the name to take you to an explanation.

Additional Assessment ⓘ	N	Prior Year Delinquency ⓘ	N
Additional Owner(s) ⓘ	N		
Adjustments ⓘ	N	Sewer/Storm Drainage Liens ⓘ	N
Local Improvement Assessment ⓘ	N	Tax Lien Sale ⓘ	N
Maintenance District ⓘ	N	Treasurer's Deed ⓘ	N
Pending Local Improvement ⓘ	N		

Real estate property taxes paid for prior tax year: **\$2,088.56**

### Assessed Value for the current tax year

Assessed Land	\$22,270.00	Assessed Improvements	\$4,940.00
Exemption	\$0.00	Total Assessed Value	\$27,210.00

# 1931 S HUMBOLDT ST

<b>Owner</b>	PANGALANGAN,NOAH ALRIC LARSON 1931 S HUMBOLDT ST DENVER, CO 80210-3335
<b>Schedule Number</b>	05262-06-022-000
<b>Legal Description</b>	L 41 & N 1/2 OF 40 BLK 3 EVANSTON
<b>Property Type</b>	SFR Grade C
<b>Tax District</b>	DENVER

**Print Summary**

Property Description			
<b>Style:</b>	13: 1 STORY	<b>Building Sqr. Foot:</b>	792
<b>Bedrooms:</b>	2	<b>Baths Full/Half:</b>	2/0
<b>Effective Year Built:</b>	1925	<b>Basement/Finish:</b>	792/492
<b>Lot Size:</b>	4,690	<b>Zoned As:</b>	U-SU-C

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

Current Year			
	Actual	Assessed	Exempt
Land		\$320,400	\$22,270 \$0
Improvements		\$212,800	\$14,790
<b>Total</b>		<b>\$533,200</b>	<b>\$37,060</b>

Prior Year			
	Actual	Assessed	Exempt
Land		\$320,400	\$22,910 \$0
Improvements		\$212,800	\$15,220
<b>Total</b>		<b>\$533,200</b>	<b>\$38,130</b>

### Real Estates Property Taxes for current tax year

**System Upgrade Underway:**

Due to a system upgrade, payment information is taking longer to update and may not reflect the current status of your account.

Mill Levy \* **79..525** \*

Please click on additional information below to check for any delinquencies on this property/schedule number and for tax sale information.

	<b>Installment 1 (Feb 28 Feb 29 in Leap Years)</b>	<b>Installment 2 (Jun 15)</b>	<b>Full Payment (Due Apr 30)</b>
<b>Date Paid</b>	2/13/2023		
<b>Original Tax Levy</b>	\$1,473.60	\$1,473.60	\$2,947.20
<b>Liens/Fees</b>	\$0.00	\$0.00	\$0.00
<b>Interest</b>	\$0.00	\$0.00	\$0.00
<b>Paid</b>	\$1,473.60	\$0.00	\$1,473.60
<b>Due</b>	\$0.00	\$1,473.60	\$1,473.60

### Additional Information

**Note:** If "Y" is shown below, there is a special situation pertaining to this parcel. For additional information about this, click on the name to take you to an explanation.

<b>Additional Assessment</b> ⓘ	N	<b>Prior Year Delinquency</b> ⓘ	N
<b>Additional Owner(s)</b> ⓘ	N		
<b>Adjustments</b> ⓘ	N	<b>Sewer/Storm Drainage Liens</b> ⓘ	N
<b>Local Improvement Assessment</b> ⓘ	N	<b>Tax Lien Sale</b> ⓘ	N
<b>Maintenance District</b> ⓘ	N	<b>Treasurer's Deed</b> ⓘ	N
<b>Pending Local Improvement</b> ⓘ	N		

Real estate property taxes paid for prior tax year: **\$2,845.18**

### Assessed Value for the current tax year

<b>Assessed Land</b>	\$22,270.00	<b>Assessed Improvements</b>	\$14,790.00
<b>Exemption</b>	\$0.00	<b>Total Assessed Value</b>	\$37,060.00

# 1967 S HUMBOLDT ST

<b>Owner</b>	GLICK, ADAM 1967 S HUMBOLDT ST DENVER, CO 80210-3335
<b>Schedule Number</b>	05262-06-017-000
<b>Legal Description</b>	L 31 & 32 BLK 3 EVANSTON
<b>Property Type</b>	SFR Grade C
<b>Tax District</b>	DENVER

**Print Summary**

Property Description			
<b>Style:</b>	13: 1 STORY	<b>Building Sqr. Foot:</b>	576
<b>Bedrooms:</b>	1	<b>Baths Full/Half:</b>	1/0
<b>Effective Year Built:</b>	1926	<b>Basement/Finish:</b>	576/461
<b>Lot Size:</b>	6,250	<b>Zoned As:</b>	U-SU-C

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

Current Year			
	Actual	Assessed	Exempt
Land		\$437,300	\$30,390 \$0
Improvements		\$22,300	\$1,550
<b>Total</b>		<b>\$459,600</b>	<b>\$31,940</b>

Prior Year			
	Actual	Assessed	Exempt
Land		\$437,300	\$31,270 \$0
Improvements		\$22,300	\$1,590
<b>Total</b>		<b>\$459,600</b>	<b>\$32,860</b>

### Real Estates Property Taxes for current tax year

**System Upgrade Underway:**

Due to a system upgrade, payment information is taking longer to update and may not reflect the current status of your account.

Mill Levy \* 79..525 \*

Please click on additional information below to check for any delinquencies on this property/schedule number and for tax sale information.

	Installment 1 (Feb 28 Feb 29 in Leap Years)	Installment 2 (Jun 15)	Full Payment (Due Apr 30)
Date Paid	3/20/2023	3/20/2023	3/20/2023
Original Tax Levy	\$1,270.02	\$1,270.02	\$2,540.04
Liens/Fees	\$0.00	\$0.00	\$0.00
Interest	\$0.00	\$0.00	\$0.00
Paid	\$1,270.02	\$1,270.02	\$2,540.04
Due	\$0.00	\$0.00	\$0.00

### Additional Information

Note: If "Y" is shown below, there is a special situation pertaining to this parcel. For additional information about this, click on the name to take you to an explanation.

Additional Assessment ⓘ	N	Prior Year Delinquency ⓘ	N
Additional Owner(s) ⓘ	N		
Adjustments ⓘ	N	Sewer/Storm Drainage Liens ⓘ	N
Local Improvement Assessment ⓘ	N	Tax Lien Sale ⓘ	N
Maintenance District ⓘ	N	Treasurer's Deed ⓘ	N
Pending Local Improvement ⓘ	N		

Real estate property taxes paid for prior tax year: **\$2,451.96**

### Assessed Value for the current tax year

Assessed Land	\$30,390.00	Assessed Improvements	\$1,550.00
Exemption	\$0.00	Total Assessed Value	\$31,940.00

# 1906 S WILLIAMS ST

<b>Owner</b>	CROSS CREEK 3 LLC 57 S OAK HILL ST AURORA, CO 80018-1734
<b>Schedule Number</b>	05262-02-002-000
<b>Legal Description</b>	EVANSTON B7 L3 & S/2 OF L2
<b>Property Type</b>	SFR Grade C
<b>Tax District</b>	DENVER

**Print Summary**

Property Description			
<b>Style:</b>	13: 1 STORY	<b>Building Sqr. Foot:</b>	1431
<b>Bedrooms:</b>	3	<b>Baths Full/Half:</b>	1/1
<b>Effective Year Built:</b>	1923	<b>Basement/Finish:</b>	852/0
<b>Lot Size:</b>	4,690	<b>Zoned As:</b>	U-SU-C

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

Current Year			
	Actual	Assessed	Exempt
Land		\$320,400	\$22,270 \$0
Improvements		\$193,600	\$13,460
<b>Total</b>		<b>\$514,000</b>	<b>\$35,730</b>

Prior Year			
	Actual	Assessed	Exempt
Land		\$320,400	\$22,910 \$0
Improvements		\$193,600	\$13,840
<b>Total</b>		<b>\$514,000</b>	<b>\$36,750</b>



### Real Estates Property Taxes for current tax year

**System Upgrade Underway:**

Due to a system upgrade, payment information is taking longer to update and may not reflect the current status of your account.

Mill Levy \* 79..525 \*

Please click on additional information below to check for any delinquencies on this property/schedule number and for tax sale information.

	Installment 1 (Feb 28 Feb 29 in Leap Years)	Installment 2 (Jun 15)	Full Payment (Due Apr 30)
<b>Date Paid</b>			
<b>Original Tax Levy</b>	\$1,420.72	\$1,420.72	\$2,841.44
<b>Liens/Fees</b>	\$0.00	\$0.00	\$0.00
<b>Interest</b>	\$14.21	\$0.00	\$0.00
<b>Paid</b>	\$0.00	\$0.00	\$0.00
<b>Due</b>	\$1,434.93	\$1,420.72	\$2,841.44

### Additional Information

Note: If "Y" is shown below, there is a special situation pertaining to this parcel. For additional information about this, click on the name to take you to an explanation.

<b>Additional Assessment</b> ⓘ	N	<b>Prior Year Delinquency</b> ⓘ	N
<b>Additional Owner(s)</b> ⓘ	N		
<b>Adjustments</b> ⓘ	N	<b>Sewer/Storm Drainage Liens</b> ⓘ	N
<b>Local Improvement Assessment</b> ⓘ	N	<b>Tax Lien Sale</b> ⓘ	N
<b>Maintenance District</b> ⓘ	N	<b>Treasurer's Deed</b> ⓘ	N
<b>Pending Local Improvement</b> ⓘ	N		

Real estate property taxes paid for prior tax year: **\$2,742.24**

### Assessed Value for the current tax year

<b>Assessed Land</b>	\$22,270.00	<b>Assessed Improvements</b>	\$13,460.00
<b>Exemption</b>	\$0.00	<b>Total Assessed Value</b>	\$35,730.00

# 2125 S WILLIAMS ST

<b>Owner</b>	MARQUEZ,PAMELA SUE GOFF,HAMILTON P 2125 S WILLIAMS ST DENVER, CO 80210-4628
<b>Schedule Number</b>	05262-19-021-000
<b>Legal Description</b>	L 39 & 40 BLK 22 EVANSTON
<b>Property Type</b>	SFR Grade C
<b>Tax District</b>	DENVER

**Print Summary**

Property Description			
<b>Style:</b>	13: 1 STORY	<b>Building Sqr. Foot:</b>	586
<b>Bedrooms:</b>	2	<b>Baths Full/Half:</b>	1/0
<b>Effective Year Built:</b>	1923	<b>Basement/Finish:</b>	139/0
<b>Lot Size:</b>	6,250	<b>Zoned As:</b>	U-SU-C

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

Current Year			
	Actual	Assessed	Exempt
Land		\$406,000	\$28,220 \$0
Improvements		\$1,000	\$70
<b>Total</b>		<b>\$407,000</b>	<b>\$28,290</b>

Prior Year			
	Actual	Assessed	Exempt
Land		\$406,000	\$29,030 \$0
Improvements		\$1,000	\$70
<b>Total</b>		<b>\$407,000</b>	<b>\$29,100</b>

### Real Estates Property Taxes for current tax year

**System Upgrade Underway:**

Due to a system upgrade, payment information is taking longer to update and may not reflect the current status of your account.

Mill Levy \* 79..525 \*

Please click on additional information below to check for any delinquencies on this property/schedule number and for tax sale information.

	Installment 1 (Feb 28 Feb 29 in Leap Years)	Installment 2 (Jun 15)	Full Payment (Due Apr 30)
Date Paid	2/13/2023		
Original Tax Levy	\$1,124.88	\$1,124.88	\$2,249.76
Liens/Fees	\$0.00	\$0.00	\$0.00
Interest	\$0.00	\$0.00	\$0.00
Paid	\$1,124.88	\$0.00	\$1,124.88
Due	\$0.00	\$1,124.88	\$1,124.88

### Additional Information

Note: If "Y" is shown below, there is a special situation pertaining to this parcel. For additional information about this, click on the name to take you to an explanation.

Additional Assessment ⓘ	N	Prior Year Delinquency ⓘ	N
Additional Owner(s) ⓘ	N		
Adjustments ⓘ	N	Sewer/Storm Drainage Liens ⓘ	N
Local Improvement Assessment ⓘ	N	Tax Lien Sale ⓘ	N
Maintenance District ⓘ	N	Treasurer's Deed ⓘ	N
Pending Local Improvement ⓘ	N		

Real estate property taxes paid for prior tax year: **\$2,171.38**

### Assessed Value for the current tax year

Assessed Land	\$28,220.00	Assessed Improvements	\$70.00
Exemption	\$0.00	Total Assessed Value	\$28,290.00

Legal Descriptions

1825 S Marion St

Lots 43 and 44, Block 60 Stebbins Heights, City and County Denver, State of Colorado

1900 S Humboldt St

Lot 1 and North Half of Lot 2, Block 4, Evanston, City and County of Denver, State of Colorado

1931 S Humboldt St

Lot 41 and North Half of 40, Block 3, Evanston, City and County of Denver, State of Colorado

1967 S Humboldt St

Lots 31 and 32, Block 3, Evanston, City and County of Denver, State of Colorado

1906 S Williams St

Lot 3 and South Half of Lot 2, Evanston, City and County of Denver, State of Colorado

2125 S Williams

Lots 39 and 40, Block 22, Evanston, City and County of Denver, State of Colorado



Adam Glick &lt;acglick@gmail.com&gt;

## Rezoning Request

Adam Glick &lt;acglick@gmail.com&gt;

Wed, Mar 22, 2023 at 9:20 PM

To: paul.kashmann@denvergov.org, brent.fahrberger@denvergov.org, elise.bupp@denvergov.org

Cc: Nathan &lt;puffah@yahoo.com&gt;, George Morgan &lt;info@morganhomesco.com&gt;, Noah Pangalangan &lt;noahpangalangan@gmail.com&gt;, Pamela Marquez &lt;psmarquez@gmail.com&gt;, Michael Frederick &lt;micfre@gmail.com&gt;

Dear Councilman Kashmann and District 6 Council Aides,

I hope this email finds you well. My name is Adam Glick, and I am reaching out to you on behalf of a group of your constituents (CC'ed on this email) who are applying on a single application to rezone our respective University properties from U-SU-C to U-SU-C1. As you know, this will allow each owner the ability to construct an ADU on their property should they choose to do so in the future. We see there are several properties with this designation already in the University Neighborhood, and we hope our application will add to that number six months from now.

Each applicant is beginning the process of reaching out to their adjacent neighbors to inform them of our decision to pursue this rezoning. We will also be in touch with our Residential Neighborhood Organizations (including INC, Strong Denver, and University Neighbors) informing each of our decision to pursue this rezoning together and requesting their support, if appropriate.

We know that Blueprint Denver calls for ADUs throughout much of the city. In addition, we are aware of the ADUs in Denver Project that is likely coming before City Council in the coming months. Several of our applicants have lot sizes that are currently too small for detached ADUs, but the approval of that project (at least, the current draft) would eliminate the current minimum lot size requirement, giving them the ability to build one if our application is approved. We respectfully request your support for the ADUs in Denver Project, along with your support for our rezoning request in the late summer/early fall.

We have all attended a pre-application meeting with Denver Community Planning & Development staff, and they confirmed that we are able to include all of our properties on one application. If you have any questions, please don't hesitate to contact me or the other applicants listed below. (As I mentioned, all are CC'ed on this email, so replying all may be an efficient way to do that.)

Thank you for your time and your service to our district.

Sincerely,

Adam Glick and the Applicants Below

Address	Owner/Applicant	Email	Phone	Lot Size
1967 S Humboldt	Adam Glick	<a href="mailto:acglick@gmail.com">acglick@gmail.com</a>	3039002095	6250
1900 S Humboldt	Nathan Brown	<a href="mailto:puffah@yahoo.com">puffah@yahoo.com</a>	3038751628	4690
1931 S Humboldt	Noah Pangalangan	<a href="mailto:noahpangalangan@gmail.com">noahpangalangan@gmail.com</a>	9377013562	4690
1906 S Williams	George Morgan	<a href="mailto:info@morganhomesco.com">info@morganhomesco.com</a>	7738072523	4690
1825 S Marion	Michael Frederick	<a href="mailto:micfre@gmail.com">micfre@gmail.com</a>	7202522001	5990
2125 S Williams	Pamela Marquez	<a href="mailto:psmarquez@gmail.com">psmarquez@gmail.com</a>	3037779602	6250



Adam Glick &lt;acglick@gmail.com&gt;

## Notification of Rezoning Application

Adam Glick &lt;acglick@gmail.com&gt;

Fri, Mar 31, 2023 at 2:54 PM

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

Cc: Nathan &lt;puffah@yahoo.com&gt;, Noah Pangalangan &lt;noahpangalangan@gmail.com&gt;, George Morgan &lt;info@morganhomesco.com&gt;, Pamela Marquez &lt;psmarquez@gmail.com&gt;, Michael Frederick &lt;micfre@gmail.com&gt;

Dear Inter Neighborhood Cooperation,

I hope this email finds you well. My name is Adam Glick, and I am reaching out to you on behalf of a group of University residents/property owners (CC'ed on this email) who are applying on a single application to rezone our respective University properties from U-SU-C to U-SU-C1. This will allow each owner the ability to construct an ADU on their property should they choose to do so in the future. We see there are several properties with this designation already in the University Neighborhood, and we hope our application will add to that number six months from now.

Each applicant is in the process of reaching out to their adjacent neighbors to inform them of our decision to pursue this rezoning. We have met with Councilman Kashmann to notify him of our intent to submit this application soon. We have also all attended a pre-application meeting with Denver Community Planning & Development staff, and they confirmed that we are able to include all of our properties on one application. If you have any questions, please don't hesitate to contact me or the other applicants listed below. (As I mentioned, all are CC'ed on this email, so replying all may be an efficient way to do that.)

Thank you for your time and let us know if you need any further information about our application.

Sincerely,

Adam Glick and the Applicants Below

Address	Owner/Applicant	Email	Phone	Lot Size
1967 S Humboldt	Adam Glick	<a href="mailto:acglick@gmail.com">acglick@gmail.com</a>	3039002095	6250
1900 S Humboldt	Nathan Brown	<a href="mailto:puffah@yahoo.com">puffah@yahoo.com</a>	3038751628	4690
1931 S Humboldt	Noah Pangalangan	<a href="mailto:noahpangalangan@gmail.com">noahpangalangan@gmail.com</a>	9377013562	4690
1906 S Williams	George Morgan	<a href="mailto:info@morganhomesco.com">info@morganhomesco.com</a>	7738072523	4690
1825 S Marion	Michael Frederick	<a href="mailto:micfre@gmail.com">micfre@gmail.com</a>	7202522001	5990
2125 S Williams	Pamela Marquez	<a href="mailto:psmarquez@gmail.com">psmarquez@gmail.com</a>	3037779602	6250



Adam Glick &lt;acglick@gmail.com&gt;

## Notification of Rezoning Application

Adam Glick &lt;acglick@gmail.com&gt;

Fri, Mar 31, 2023 at 2:51 PM

To: DenverVoters@gmail.com

Cc: Nathan &lt;puffah@yahoo.com&gt;, Noah Pangalangan &lt;noahpangalangan@gmail.com&gt;, George Morgan &lt;info@morganhomesco.com&gt;, Pamela Marquez &lt;psmarquez@gmail.com&gt;, Michael Frederick &lt;micfre@gmail.com&gt;

Dear Strong Denver,

I hope this email finds you well. My name is Adam Glick, and I am reaching out to you on behalf of a group of University residents/property owners (CC'ed on this email) who are applying on a single application to rezone our respective University properties from U-SU-C to U-SU-C1. This will allow each owner the ability to construct an ADU on their property should they choose to do so in the future. We see there are several properties with this designation already in the University Neighborhood, and we hope our application will add to that number six months from now.

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Adam Glick and the Applicants Below

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2125 S Williams	Pamela Marquez	<a href="mailto:psmarquez@gmail.com">psmarquez@gmail.com</a>	3037779602	6250



Adam Glick &lt;acglick@gmail.com&gt;

## Notification of Rezoning Application

Adam Glick &lt;acglick@gmail.com&gt;

Fri, Mar 31, 2023 at 2:48 PM

To: mpkennedy1@aol.com, sean\_uyeda@msn.com

Cc: Nathan &lt;puffah@yahoo.com&gt;, Noah Pangalangan &lt;noahpangalangan@gmail.com&gt;, George Morgan &lt;info@morganhomesco.com&gt;, Michael Frederick &lt;micfre@gmail.com&gt;, Pamela Marquez &lt;psmarquez@gmail.com&gt;

Dear University Neighbors,

I hope this email finds you well. My name is Adam Glick, and I am reaching out to you on behalf of a group of University residents/property owners (CC'ed on this email) who are applying on a single application to rezone our respective University properties from U-SU-C to U-SU-C1. This will allow each owner the ability to construct an ADU on their property should they choose to do so in the future. We see there are several properties with this designation already in the University Neighborhood, and we hope our application will add to that number six months from now.

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1931 S Humboldt	Noah Pangalangan	<a href="mailto:noahpangalangan@gmail.com">noahpangalangan@gmail.com</a>	9377013562	4690
1906 S Williams	George Morgan	<a href="mailto:info@morganhomesco.com">info@morganhomesco.com</a>	7738072523	4690
1825 S Marion	Michael Frederick	<a href="mailto:micfre@gmail.com">micfre@gmail.com</a>	7202522001	5990
2125 S Williams	Pamela Marquez	<a href="mailto:psmarquez@gmail.com">psmarquez@gmail.com</a>	3037779602	6250



## **Neighbor Outreach Summary**

Each of the six property owners on this rezoning application has reached out to the abutting property owners on their respective property's north, south, east, and west sides. Outreach occurred through a variety of means depending on the individual, including mail, email, and verbal communication from late March 2023 to late April 2023. Each property owner has confirmed that this informal outreach was performed, and neighbors will not be caught off guard when they received rezoning notification from CPD.

## **Articles of Organization for a Limited Liability Company**

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

**The domestic entity name of the limited liability company is** Morgan Homes Co LLC

**The principal office street address is** 4000 Navajo St  
Devner CO 80211  
US

**The principal office mailing address is** 4000 Navajo St  
Devner CO 80211  
US

**The name of the registered agent is** George Morgan

**The registered agent's street address is** 4000 Navajo St  
Devner CO 80211  
US

**The registered agent's mailing address is** 4000 Navajo St  
Devner CO 80211  
US

The person above has agreed to be appointed as the registered agent for this limited liability company.

**The management of the limited liability company is vested in** Members

There is at least one member of the limited liability company.

### **Person(s) forming the limited liability company**

George Morgan  
4000 Navajo St  
Devner CO 80211  
US

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if

applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

**Name(s) and address(es) of the individual(s) causing the document to be delivered for filing**

George Morgan  
4000 Navajo St  
Denver CO 80211  
US

**Closing Connection Title**  
**CLOSING INSTRUCTIONS**

**THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.**

Commitment NO.: 2023196

Date: February 28, 2023

CLOSING DATE: February 28, 2023

1. Cross Creek 3 LLC A Colorado Limited Liability Company; (SELLER) and ; Morgan Homes Co LLC, a Colorado limited liability company (PURCHASER)(BORROWER) hereby engage Closing Connection Title (CLOSING AGENT), who agrees to provide closing and settlement services in connection with the closing of the following described real estate in the City and County of DENVER, State of Colorado, to wit:

Lot 3, and the South 1/2 of Lot 2, Block 7, Evanston, City and County of Denver , State of Colorado.

or

also known as 1906 South Williams, Denver, Colorado 80210.

2. The parties state that:

A. The Sellers and Buyers have entered into a certain contract to purchase real property, identified as the "The Property" (Purchase Contract").

B. This notice sets out many of the terms, conditions, and notices to the Borrowers regarding the closing.

3. Closing Agent is authorized to obtain information and agrees to prepare, obtain, deliver and record all documents, excluding preparation of legal documents, necessary to carry out the terms and conditions of the Contract to Buy and Sell Real Estate dated 2/15/2023, with ALL amendments and counter proposals.

4. Documents will be prepared by Closing Agent at the expense of the party or parties as set forth in said Contract.

5. Closing Agent will receive a fee for providing these closing and settlement services to be the expense of the party or parties as set forth in said Contract.

6. Closing Agent is authorized to receive funds and to disburse funds when all funds received are either: available for immediate withdrawal as a matter of right from the financial institution in which the funds have been deposited or are available for immediate withdrawal as a consequence of an agreement of financial institution in which the funds are to be deposited or a financial institution upon which the funds are to be drawn ("Good Funds"). Regulation 3-5-1 together with CRS 38-35-125 collectively prohibit any title entity that provides closing and settlement services from disbursing funds in connection with closing and settlement services until the funds to be disbursed have been received and are available for immediate withdrawal. Available for immediate withdrawal includes funds transferred by wire transfer or certified check. Failure to comply could, including a third party check, delay disbursement up to 5 business days depending on when funds become available.

7. Closing Agent is not authorized to release any documents or things of value prior to receipt and disbursement of Good Funds, except as provided in Paragraphs 12 and 13.

8. Closing Agent shall disburse all funds in closing except those funds as may be separately disclosed in writing to Purchaser, Seller, Agent or Purchaser's Lender on or before closing.

9. Seller will receive the net proceeds of closing by either Closing Agent's Trust Account Check, Cashier's Check at Seller's expense, or funds electronically transferred (wire transfer) to an account specified by the Seller, at Seller's expense.

10. Purchaser and Seller will furnish any additional information and documents required by Closing Agent which will be necessary to complete this transaction, and Purchaser and Seller further agree to sign and complete all and customary required documents at closing to fulfill the Contract.

11. Closing Agent will prepare and deliver an accurate, complete and detailed Closing Statement to Purchaser and Seller at time of closing. Closing Connection Title has acted in good faith in compiling the data and information as set forth on the applicable Settlement Statement(s). The undersigned agree that any additional funds due and payable after closing will be immediately paid by the responsible party(s).

12. If requested by Closing Agent, earnest money deposit will be delivered to Closing Agent in sufficient time before closing to disburse Good Funds.

13. The Closing Agent assumes no responsibility for transfer of personal property that may be part of the contract.

14. It is expressly agreed and understood between the undersigned parties that Closing Connection Title, is acting as Closing Agent in the above referenced transaction and shall in no way be liable as to the accuracy or completeness of any Payoff Statement and/or Assumption Statement that has been provided to said company for the purposes of closing this transaction. The Sellers and Buyers acknowledge that the loan payoffs and other disbursements outlined in the Settlement Statement are based upon payoff information supplied to Closing Agent by creditors. These figures are based upon the best information currently available. In the event that these figures are incorrect, sellers understand and agree that any such discrepancy shall be corrected between them and their creditors directly. In the event that a payoff or disbursement exceeds the amount due and owing, Sellers agree to communicate directly with the creditor to affect reimbursement. In the event that a payoff or other disbursement is less than the amount due and owing. Sellers acknowledge and assume all liability and responsibility for such shortage. In the event of such shortage, Sellers authorize Closing Agent to deduct such shortage from any net proceeds due to Sellers pursuant to the Settlement Statement. If sellers have already received their net proceeds, then sellers agree to present payment for such shortage immediately upon notification.

15. Sellers and Buyers agree, jointly and severally, to defend, hold harmless, and indemnify the Closing Agent, from any and all demands, claims, losses, costs, damages, expenses, and liabilities (including without limitation all costs, expenses, and attorney fees) which the Closing Agent may incur by action as Closing AGENT pursuant to this agreement or otherwise, excepting such claims as may arise from willful conduct or gross negligence.

16. Unless an Owner's Policy is issued, the Closing Agent is not responsible for the failure of creditors/lienholders to properly release their mortgages of record. Closing Agent, upon request, may provide assistance, i.e., verification of payment, on a fee basis.

17. The undersigned further agree that in the event any of the documents required in this closing misstate or inaccurately reflect the true and correct terms and provisions thereof and said misstatement or inaccuracy is due to unilateral mistake on the part of Closing Connection Title, mutual mistake on the part of the undersigned and Closing Connection Title or clerical error, then in such event the undersigned shall upon request by Closing Connection Title and in order to correct such misstatement or inaccuracy, execute such new documents or initial such corrected original documents as Closing Connection Title deem necessary to remedy said inaccuracy or mistake.

18. If closing does not occur, Closing Agent, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party and Closing Agent will be relieved from any further duty, responsibility or liability in connection with these instructions. In addition, any Promissory note, Deed of Trust, or other evidence of indebtedness signed by Purchaser, shall be voided by Closing Agent, with the original(s) returned to Purchaser and copy to Purchaser's Lender.

19. If any conflicting demands are made on the Closing Agent, at its sole discretion Closing Agent may hold any monies documents, and things of value received from any party except Purchaser's Lender. Closing Agent shall retain such items until (1) receipt of mutual written instruction from Purchaser and Seller; or (2) until a civil action between Purchaser and Seller shall have been finally concluded in a Court of competent jurisdiction; or (3) in the alternative, Closing Agent may, at its sole discretion, commence a civil action to interplead, or interplead in any existing civil action, any documents, monies or other things of value received by Closing Agent. Such deposit with the Court shall relieve Closing Agent of all further liability and responsibility and Closing Agent shall be entitled to all court costs and reasonable attorneys' fees.

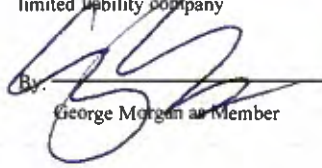
20. These Closing Instructions may only be amended or terminated by written instructions signed by Purchaser, Seller and Closing Agent. Parties acknowledge that they have carefully reviewed the Settlement Statements and to the best of their knowledge and belief it is a true and accurate statement of all receipts and disbursements made of my account or by me in the transaction. Parties certify that they have received a copy of the Settlement Statements.

21. Notice. The parties severally acknowledge that they have read and fully understand each of the provisions of this notice.

22. SPECIAL INSTRUCTIONS: \*\*\*

**ACCEPTED AND APPROVED**

Morgan Homes Co LLC, a Colorado  
limited liability company

By:   
George Morgan as Member

Cross Creek 3 LLC A Colorado  
limited liability company

By: \_\_\_\_\_  
Joseph Saint-Venant Manager

**COUNTERSIGNED**

Closing Connection  
Title

By: 

Closing Connection  
Title

18. If closing does not occur, Closing Agent, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party and Closing Agent will be relieved from any further duty, responsibility or liability in connection with these instructions. In addition, any Promissory note, Deed of Trust, or other evidence of indebtedness signed by Purchaser, shall be voided by Closing Agent, with the original(s) returned to Purchaser and copy to Purchaser's Lender.

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**ACCEPTED AND APPROVED**

Morgan Homes Co LLC, a Colorado  
limited liability company  
By: \_\_\_\_\_  
George Morgan as Member

**COUNTERSIGNED**

Cross Creek 3 LLC A Colorado  
Limited Liability Company  
By: \_\_\_\_\_  
Joseph Saint-Veltri as Manager

Closing Connection  
Title  
By: \_\_\_\_\_  
Closing Connection  
Title

When Recorded Return To:  
Closing Connection Title, LLC  
6888 S. Clinton St. #201, Greenwood Village, CO 80112

**STATEMENT OF AUTHORITY**

1. This Statement of Authority relates to an entity named Cross Creek 3 LLC A Colorado Limited Liability Company

and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172 C.R.S.

2. The type of entity is a Limited Liability Company.

3. The mailing address for the entity is 100 Steele St # 412 Denver CO 80206

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

5. The  name or  position (check one or both) of the person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is: Joseph Saint-Veltri as Manager.

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

N/A.

7. Other matters concerning the manner in which the entity deals with interests in real property:

N/A

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

9. This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of the entity.

Cross Creek 3 LLC A Colorado Limited Liability Company

By: 

Name: Joseph Saint-Veltri

Title: Manager

STATE OF Colorado

COUNTY OF Denver

The foregoing instrument was acknowledged before me this by Joseph Saint-Veltri as Manager of Cross Creek 3 LLC A Colorado Limited Liability Company.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: 7/10/23

  
\_\_\_\_\_

Notary Public

[Notary Seal]

ADAM BLATNICK  
Notary Public  
State of Colorado  
Notary ID # 20024030946  
My Commission Expires 07-10-2023

File # 2023196

**SPECIAL WARRANTY DEED**

**STATE DOC FEE: \$72.00**

**THIS DEED**, made this 28th day of February, 2023, between

**Cross Creek 3 LLC A Colorado Limited Liability Company**

of the City and County of DENVER, State of Colorado, grantor, and

**Morgan Homes Co LLC, a Colorado limited liability company,**

whose legal address is 1906 South Williams, Denver, Colorado 80210

**County of DENVER, State of Colorado, grantee:**

**WITNESSETH**, That the grantor for and in consideration of the sum of \$720,000.00, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the City and County of DENVER and State of Colorado described as follows:

Lot 3, and the South 1/2 of Lot 2, Block 7, Evanston, City and County of Denver, State of Colorado.

as known by street and number as: 1906 South Williams, Denver, Colorado 80210

**TOGETHER** with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof: and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), 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 appurtenances, unto the grantee(s) and his heirs and assigns forever. The grantor(s), for themselves, and their heirs and personal representatives or successors, do covenant and agree that they shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantor(s), heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

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

Cross Creek 3 LLC A Colorado Limited Liability Company

By:

*[Handwritten Signature]*  
Joseph Saint-Veltri as Authorized Signer, *manager*

STATE OF Colorado )  
County of DENVER ) ss.

The foregoing instrument was acknowledged before me this February 28, 2023, by Joseph Saint-Veltri, Authorized Signer of Cross Creek 3 LLC A Colorado Limited Liability Company.

Witness my hand and official seal.

My commission expires: 7/10/23

*[Handwritten Signature]*  
Notary Public

[NOTARY SEAL]

ADAM BLATNICK  
Notary Public  
State of Colorado  
Notary ID # 20024030946  
My Commission Expires 07-10-2023



When Recorded Return To:  
Closing Connection Title, LLC  
6888 S. Clinton St. #201 , Greenwood Village, CO 80112

**STATEMENT OF AUTHORITY**

1. This Statement of Authority relates to an entity named **Morgan Homes Co LLC** A Colorado Limited Liability Company

and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172 C.R.S.

2. The type of entity is a Limited Liability Company.

3. The mailing address for the entity is 4000 NAVASO ST DENVER CO 80211

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

5. The  name or  position (check one or both) of the person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is:  
George Morgan as Member

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

N/A.

7. Other matters concerning the manner in which the entity deals with interests in real property:

N/A

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

9. This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of the entity.

**Morgan Homes Co LLC** A Colorado Limited Liability Company

By: 

Name: George Morgan

Title: Member

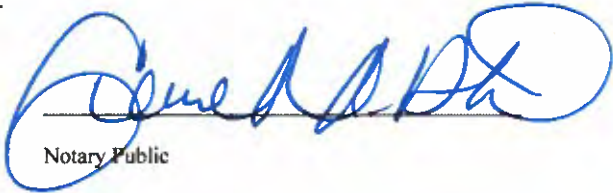
STATE OF Colorado

COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me this by George Morgan as Member of **Morgan Homes Co LLC** A Colorado Limited Liability Company.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: 7/20/2025

  
Notary Public

[Notary Seal]

File # 2023196

GENAE M. HORTON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20034038416  
MY COMMISSION EXPIRES JULY 20, 2025

File No.: 2023196

## BILL OF SALE

**KNOW BY ALL MEN THESE PRESENTS**, That Cross Creek 3 LLC A Colorado Limited Liability Company of the City and County of DENVER, State of Colorado, (Seller), for and in consideration of TEN AND 00/100 (\$10.00) Dollars, in hand paid, at or before the ensembling or delivery of these presents by Morgan Homes Co LLC, a Colorado limited liability company of 1906 South Williams, Denver, Colorado 80210, (Buyer), the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto the said Buyer, his personal representatives, successors and assigns, the following property, goods and chattels, to wit:

**Inclusions.** The Purchase Price includes the following items (Inclusions): N/A

**Fixtures.** If attached to the Property on the date of the Contract: lighting, heating, plumbing, ventilating and air conditioning fixtures, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers including \_\_\_\_\_ remote controls.

**Other Fixtures:** N/A

If any fixtures are attached to the Property after the date of this Contract, such additional fixtures are also included in the Purchase Price.

**Personal Property.** If on the Property whether attached or not on the date of the Contract: Storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, and all keys. If checked, the following are included:

- Water Softeners
- Smoke/Fire Detectors
- Carbon Monoxide Alarms
- Security Systems
- Satellite Systems (Including satellite dishes)

**Other Personal Property:** N/A

**Exclusions.** The following items are excluded (Exclusions): N/A

### LEGAL DESCRIPTION

Lot 3, and the South 1/2 of Lot 2, Block 7, Evanston, City and County of Denver, State of Colorado.

located at: 1906 South Williams, Denver, Colorado 80210

**TO HAVE AND TO HOLD** the same unto the said Buyer, his personal representative, successors and assigns, forever. The said Seller covenants and agrees to and with the Buyer, his personal representatives, successors and assigns, to **WARRANT AND DEFEND** the sale of said property, goods and chattels, against all and every person or persons whomever. When used herein shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**IN WITNESS WHEREOF**, the Seller has executed this Bill of Sale this .

Cross Creek 3 LLC A Colorado Limited Liability Company

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

Joseph Saint-Veltri as Manager

State of Colorado )  
County of Denver ) ss.  
)

The foregoing instrument was acknowledged before me this February 28, 2023 by Joseph Saint-Veltri, Manager of Cross Creek 3 LLC A Colorado Limited Liability Company.

Witness my hand and official seal.  
My commission expires: 7/10/23

\_\_\_\_\_  
Notary Public

ADAM BLATNICK  
Notary Public  
State of Colorado  
Notary ID # 20024030946  
My Commission Expires 07-10-2023

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT**

**OF**

**Morgan Homes Co**

This Single-Member LLC Operating Agreement ("Agreement") represents Morgan Homes Co that was formed in the State of Colorado on June 21 2021 ("Company").

**George Morgan** of 4000 Navajo St, Denver, Colorado, 80211 is recognized as the sole member and owner of the Company ("Member(s)").

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Name and Principal Place of Business.

The name of the Company is Morgan Homes Co with a principal place of business at 4000 Navajo St, Denver, Colorado, 80211. The mailing address shall be the same address as the principal place of business.

2. Registered Agent.

The name of the Registered Agent is George Morgan with a registered office located at the same address as the principal place of business of the Company for the service of process as of November 10 2022 ("Registered Agent"). The Registered Agent may change at any time by the Company filing an amendment with the Secretary of State, or respective office, in the State of Colorado.

3. Formation.

The Company was formed on June 21 2021, when the Member(s) filed the Articles of Organization with the office of the Secretary of State pursuant to the statutes governing limited liability companies in the State of Colorado (the "Statutes").

4. Purpose.

The purpose of the Company is to engage in and conduct any and all lawful businesses, activities or functions, and to carry on any other lawful activities in connection with or incidental to the foregoing, as the Member(s) in their discretion shall determine.

5. Term.

The term of the Company shall continue in perpetuity commencing on the filing of the Articles of Organization of the Company while continuing until terminated under the provisions set forth herein.

6. Member(s) Capital Contributions.

The Member shall make a capital contribution to the Company as follows: \$440,000 in cash The Capital Contribution made by the Member shall be paid back to the Member before any profits are distributed by the Company.

Hereinafter known as the "Contributor(s)".

The Contributor(s) shall have no right to withdraw or reduce their contributions to the capital of the Company until the Company has been terminated unless otherwise set forth herein. The Contributor(s) shall have no right to demand and receive any distribution from the Company in any form other than cash, and Member(s) shall not be entitled to interest on their capital contributions to the Company.

The liability of the Contributor(s) for the losses, debts, liabilities, and obligations of the Company shall be limited to the amount of the capital contribution plus any distributions paid to such Contributor(s) individually, such as the Contributor's share of any undistributed assets of the Company; and (only to

the extent as might be required by applicable law) any amounts previously distributed to such Contributor(s) by the Company.

#### 7. Distributions.

The Member may make such capital contributions (each a "Capital Contribution") in such amounts and at such times as the Member shall determine. The Member shall not be obligated to make any Capital Contributions. The Member may take distributions of the capital from time to time in accordance with the limitations imposed by the Statutes.

A "Capital Account" for the Member shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

#### 8. Books, Records, and Tax Returns.

The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Statutes, and such books and records shall be kept at the Company's Registered Office and shall in all respects be independent of the books, records, and transactions of the Member.

The Company's fiscal year shall be the calendar year with an ending month of December.

The Member intends that the Company, as a single-member LLC, shall be taxed as a(n) Sole Proprietorship in accordance with the provisions of the Internal Revenue Code.

#### 9. Bank Accounts.

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member(s). Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Member(s) from time to time may designate.

10. Management of the Company.

The business and affairs of the Company shall be conducted and managed by the Member(s) in accordance with this Agreement and the laws of the State of Colorado.

George Morgan, as the sole member of the Company, has sole authority and power to act for or on behalf of the Company, to do any act that would be binding on the Company, or incur any expenditures on behalf of the Company. The Member shall not be liable for the debts, obligations or liabilities of the Company, including under a judgment, decree, or order of a court. The Company is organized as a "member-managed" limited liability company. The Member is designated as the initial managing member.

11. Ownership of Company Property.

The Company's assets shall be deemed owned by the Company as an entity, and the Member shall have no ownership interest in such assets or any portion thereof. Title to any or all such Company assets may be held in the name of the Company, one or more nominees or in "street name", as the Member may determine.

Except as limited by the Statutes, the Member may engage in other business ventures of any nature, including, without limitation by specification, the ownership of another business similar to that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived therefrom.

12. Dissolution and Liquidation.

The Company shall dissolve and its affairs shall be wound up on the first to occur of (i) At a time, or upon the occurrence of an event specified in the Articles of Organization or this Agreement. (ii) The determination by the Member that the Company shall be dissolved.

Upon the death of the Member, the Company shall be dissolved. By separate written documentation, the Member shall designate and appoint the individual who will wind down the Company's business and transfer or distribute the Member's Interests and Capital Account as designated by the Member or as may otherwise be required by law.

Upon the disability of a Member, the Member may continue to act as Manager hereunder or appoint a person to so serve until the Member's Interests and Capital Account of the Member have been transferred or distributed.

### 13. Indemnification.

The Member (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Member) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member by this Agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and un-appealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member of, or the omission by the Member to perform, any act which the Member reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member.

The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Member harmless from and against any and all liabilities, damages, losses, costs, and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth herein.



Upon application, the Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member to repay such advances to the Company, without interest, if the Member is Judicially Determined not to be entitled to indemnification as set forth herein.

All rights of the Member to indemnification under this Agreement shall (i) be cumulative of, and in addition to, any right to which the Member may be entitled to by contract or as a matter of law or equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Member.

The termination of any Claim or threatened Claim against the Member by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

#### 14. Miscellaneous.

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Colorado. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates, and other types of entities.

This Agreement, and any amendments hereto, may be executed in counterparts, all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors, and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

**IN WITNESS WHEREOF**, the Member(s) have executed this Agreement on November 10 2022.

Signature: George Morgan Date: 11/10/22

Print Name: George Morgan

# Planning Board Comments



Submitted on	9 August 2023, 3:39PM
Receipt number	555
Related form version	3

## Your information

Name	Leif Nielsen
Address or neighborhood	University Park
ZIP code	80210
Email	Samuraileif@gmail.com

## Agenda item you are commenting on

Rezoning

## Rezoning

Address of rezoning	1825 S. Marion St.
Case number	23i-00040

## Draft plan

Plan area or neighborhood

## Proposed text amendment

Project name

## Historic district application

Name of proposed historic district

## Comprehensive Sign Plan

Address of comprehensive sign plan

---

Case number

## DURA Renewal Plan

---

Address of renewal project

---

Name of project

## Other

---

Name of project your would like to comment on

## Submit your comments

---

Would you like to express support or opposition to the project?

Strong opposition

Your comment:

This garage is already being used as a dwelling illegally. This certainly doesn't meet building codes, and increases risks to the neighborhood. Occupants of the house are forced to park in the street, and garage occupants park in the alley. This has created parking issues and has no doubt added to increased crime, Added lighting also adds to the environmental impacts on bats and birds. Approving this zoning change will result in more noise, more crime, and more parking issues. Allowing this to continue or approving this zoning change for expansion certainly will not improve my property values or my quality of life.

If you have an additional document or image that you would like to add to your comment, you may upload it below. Files may not be larger than 5MB.

[IMG\\_0946.jpeg](#)

# Planning Board Comments



Submitted on	11 August 2023, 8:57AM
Receipt number	556
Related form version	3

## Your information

Name	Karen Quinn
Address or neighborhood	1701 S Marion ST
ZIP code	80210
Email	msquinn@comcast.net

## Agenda item you are commenting on

Rezoning

## Rezoning

Address of rezoning	1825 S Marion ST
Case number	23-00040

## Draft plan

Plan area or neighborhood

## Proposed text amendment

Project name

## Historic district application

Name of proposed historic district

## Comprehensive Sign Plan

Address of comprehensive sign plan

---

Case number

## DURA Renewal Plan

---

Address of renewal project

---

Name of project

## Other

---

Name of project you would like to comment on

## Submit your comments

---

Would you like to express support or opposition to the project?

Strong opposition

Your comment:

Allowing this variance for non-contiguous dwelling creates a pattern of multi-family/non-conforming use for the future of a neighborhood that has maintained its character due to the single family housing that is currently in place. Turning a garage into living space means many more cars on already crowded streets.

If you have an additional document or image that you would like to add to your comment, you may upload it below. Files may not be larger than 5MB.

# Planning Board Comments



Submitted on	13 August 2023, 7:35PM
Receipt number	557
Related form version	3

## Your information

Name	Liz Ullman
Address or neighborhood	1827 S Marion St
ZIP code	80210
Email	lizullman23@gmail.com

## Agenda item you are commenting on

Rezoning

## Rezoning

Address of rezoning	1900 S Humboldt
Case number	231-00040

## Draft plan

Plan area or neighborhood

## Proposed text amendment

Project name

## Historic district application

Name of proposed historic district

## Comprehensive Sign Plan

Address of comprehensive sign plan

---

Case number

## DURA Renewal Plan

---

Address of renewal project

---

Name of project

## Other

---

Name of project your would like to comment on

## Submit your comments

---

Would you like to express support or opposition to the project?

Strong opposition

Your comment:

Several houses have applied for ADUs under the same permit. This creates a zoning donut around the neighborhood and is not in keeping with the character of the community. This house has been rundown for decades is likely applying for an ADU permit so the house can be scraped and the property resold for more money, increasing the cost of housing in what used to be a moderately-priced place to live.

If you have an additional document or image that you would like to add to your comment, you may upload it below. Files may not be larger than 5MB.



# Planning Board Comments



Submitted on	14 August 2023, 9:29AM
Receipt number	558
Related form version	3

## Your information

Name	Lauren McDonough
Address or neighborhood	2186 S Humboldt St
ZIP code	80210
Email	lindgrenlg@gmail.com

## Agenda item you are commenting on

Rezoning

## Rezoning

Address of rezoning	Multiple properties in the University Neighborhood f
Case number	2023I-00040

## Draft plan

Plan area or neighborhood

## Proposed text amendment

Project name

## Historic district application

Name of proposed historic district

## Comprehensive Sign Plan

Address of comprehensive sign plan

---

Case number

## DURA Renewal Plan

---

Address of renewal project

---

Name of project

## Other

---

Name of project you would like to comment on

## Submit your comments

---

Would you like to express support or opposition to the project?

Strong support

Your comment:

I am writing to express strong support of rezoning 1825 S Marion Street, 1900 S Humboldt Street, 1931 S Humboldt Street, 1967 S Humboldt Street, 1906 S Williams Street, and 2125 S Williams Street to allow for ADUs. Our neighborhood, like many in Denver, is experiencing significant housing changes, which from my observations seem to primarily include scraping small, older single family homes, and replacing them with large, single family homes. For a neighborhood with such great access to public transportation and proximity to the University of Denver, it is a disservice to not take advantage of our large lot sizes to add housing units. The University neighborhood has the capacity to increase density, and rezoning for ADUs is a fantastic way to make that shift while not greatly impacting its character. I do not believe that parking is an issue in this neighborhood, and would remind residents with complaints about parking that street parking is a privilege, not a right.

---

If you have an additional document or image that you would like to add to your comment, you may upload it below. Files may not be larger than 5MB.

# Planning Board Comments



Submitted on	15 August 2023, 8:47AM
Receipt number	559
Related form version	3

## Your information

Name	Karen Quinn
Address or neighborhood	S Marion
ZIP code	80210
Email	msquinn@comcast.net

## Agenda item you are commenting on

Rezoning

## Rezoning

Address of rezoning	1825 S Marion ST
Case number	23-00040

## Draft plan

Plan area or neighborhood

## Proposed text amendment

Project name

## Historic district application

Name of proposed historic district

## Comprehensive Sign Plan

Address of comprehensive sign plan

---

Case number

## DURA Renewal Plan

---

Address of renewal project

---

Name of project

## Other

---

Name of project your would like to comment on

## Submit your comments

---

Would you like to express support or opposition to the project?

Strong opposition

Your comment:

A quick inspection of this property would show that plumbing, Hvac and toilet have already been installed in violation of the current ADU regulations. This variance is simply asking to make an illegal dwelling compliant. If approved, it negates regulations of any kind. . Why shouldn't everyone simply make changes of their choice and then get it approved retroactively? Renders the planning board and regulations impotent.

---

If you have an additional document or image that you would like to add to your comment, you may upload it below. Files may not be larger than 5MB.

# Planning Board Comments



Submitted on	16 August 2023, 8:59AM
Receipt number	560
Related form version	3

## Your information

Name	Liz Ullman
Address or neighborhood	University
ZIP code	80210
Email	lizullman23@gmail.com

## Agenda item you are commenting on

Rezoning

## Rezoning

Address of rezoning	
Case number	23i-00040

## Draft plan

Plan area or neighborhood

## Proposed text amendment

Project name

## Historic district application

Name of proposed historic district

## Comprehensive Sign Plan

Address of comprehensive sign plan

---

Case number

## DURA Renewal Plan

---

Address of renewal project

---

Name of project

## Other

---

Name of project your would like to comment on

## Submit your comments

---

Would you like to express support or opposition to the project?

Strong opposition

Your comment:

Ad hoc rezoning of a neighborhood by allowing non-contiguous multiple properties with disparate reasons for the rezoning and different neighborhood circumstances should be disallowed. When multiple properties share the cost of rezoning, the area becomes a jigsaw puzzle different zoning. And it does not allow neighbors to represent their own interests when an overlay of ADU-allowed properties intrudes into a stable U-SU-C area.

If you have an additional document or image that you would like to add to your comment, you may upload it below. Files may not be larger than 5MB.

From: [Ellen Castro Krueger](#)  
To: [Planningboard - CPD](#)  
Subject: [EXTERNAL] Zoning Change Proposed - August 16th at 3 pm  
Date: Monday, August 7, 2023 4:18:40 PM

---

**This Message Is From an Untrusted Sender**

You have not previously corresponded with this sender.

[Report Suspicious](#)

Hello.

I am emailing you about the proposed zoning change at 1906 S. Williams St. application #23i-00040 - proposed zone district U-SU-C1.

As a person who is a longtime resident on S. Williams St., I am firmly against this zoning. There is already an issue of HIGH parking congestion on the street. We park our vehicles on the street and throughout the year, when returning from work, I must park up to 4 blocks away from our house due to events or classes going on at DU thus putting me at risk when walking to our home late at night. At this point, there is a struggle to find parking on the block that we live on. And, there are multiple times when people leave their vehicles indefinitely & the parking officer rarely comes around and checks for parking and in some cases, people will park their vehicle & block driveways. We register our vehicles each year in order to be able to park on our block yet, as stated earlier, I end up parking 4 blocks away.

Changing the zoning to allow ADU's will only create more of a parking issue.

Please do not pass this zoning. Fix the lack of street parking first.

--

*Ellen Castro Krueger*  
[kruegercellen@gmail.com](mailto:kruegercellen@gmail.com)  
920-295-2554