

Zone Map Amendment (Rezoning) - Application

PROPERTY OWNER INFORMATION*		PROPERTY OWNER(S) REPRESENTATIVE**	
<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION		<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION	
Property Owner Name		Representative Name	
Address		Address	
City, State, Zip		City, State, Zip	
Telephone		Telephone	
Email		Email	
<p>*If More Than One Property Owner: All standard zone map amendment applications shall be initiated by all the owners of at least 51% of the total area of the zone lots subject to the rezoning application, or their representatives authorized in writing to do so. See page 3.</p>		<p>**Property owner shall provide a written letter authorizing the representative to act on his/her behalf.</p>	
<p>Please attach Proof of Ownership acceptable to the Manager for each property owner signing the application, such as (a) Assessor's Record, (b) Warranty deed or deed of trust, or (c) Title policy or commitment dated no earlier than 60 days prior to application date.</p> <p>If the owner is a corporate entity, proof of authorization for an individual to sign on behalf of the organization is required. This can include board resolutions authorizing the signer, bylaws, a Statement of Authority, or other legal documents as approved by the City Attorney's Office.</p>			
SUBJECT PROPERTY INFORMATION			
Location (address and/or boundary description):			
Assessor's Parcel Numbers:			
Area in Acres or Square Feet:			
Current Zone District(s):			
PROPOSAL			
Proposed Zone District:			

REVIEW CRITERIA	
<p>General Review Criteria: The proposal must comply with all of the general review criteria DZC Sec. 12.4.10.7</p>	<p><input type="checkbox"/> Consistency with Adopted Plans: The proposed official map amendment is consistent with the City's adopted plans, or the proposed rezoning is necessary to provide land for a community need that was not anticipated at the time of adoption of the City's Plan.</p> <p>Please provide an attachment describing relevant adopted plans and how proposed map amendment is consistent with those plan recommendations; or, describe how the map amendment is necessary to provide for an unanticipated community need.</p> <p><input type="checkbox"/> Uniformity of District Regulations and Restrictions: The proposed official map amendment results in regulations and restrictions that are uniform for each kind of building throughout each district having the same classification and bearing the same symbol or designation on the official map, but the regulations in one district may differ from those in other districts.</p> <p><input type="checkbox"/> Public Health, Safety and General Welfare: The proposed official map amendment furthers the public health, safety, and general welfare of the City.</p>
<p>Additional Review Criteria for Non-Legislative Rezoning: The proposal must comply with both of the additional review criteria DZC Sec. 12.4.10.8</p>	<p>Justifying Circumstances - One of the following circumstances exists:</p> <p><input type="checkbox"/> The existing zoning of the land was the result of an error.</p> <p><input type="checkbox"/> The existing zoning of the land was based on a mistake of fact.</p> <p><input type="checkbox"/> The existing zoning of the land failed to take into account the constraints on development created by the natural characteristics of the land, including, but not limited to, steep slopes, floodplain, unstable soils, and inadequate drainage.</p> <p><input type="checkbox"/> The land or its surroundings has changed or is changing to such a degree that it is in the public interest to encourage a redevelopment of the area to recognize the changed character of the area.</p> <p><input type="checkbox"/> It is in the public interest to encourage a departure from the existing zoning through application of supplemental zoning regulations that are consistent with the intent and purpose of, and meet the specific criteria stated in, Article 9, Division 9.4 (Overlay Zone Districts), of this Code.</p> <p>Please provide an attachment describing the justifying circumstance.</p> <p><input type="checkbox"/> The proposed official map amendment is consistent with the description of the applicable neighborhood context, and with the stated purpose and intent of the proposed Zone District.</p> <p>Please provide an attachment describing how the above criterion is met.</p>

REQUIRED ATTACHMENTS

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

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

ADDITIONAL ATTACHMENTS


Please identify any additional attachments provided with this application:

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

Please list any additional attachments:

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

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

Property Owner Name(s) (please type or print legibly)	Property Address City, State, Zip Phone Email	Property Owner Interest % of the Area of the Zone Lots to Be Rezoned	Please sign below as an indication of your consent to the above certification statement	Date	Indicate the type of ownership documentation provided: (A) Assessor's record, (B) warranty deed or deed of trust, (C) title policy or commitment, or (D) other as approved	Has the owner authorized a representative in writing? (YES/NO)
EXAMPLE John Alan Smith and Josie Q. Smith	123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov	100%	<i>John Alan Smith</i> <i>Josie Q. Smith</i>	01/01/12	(A)	YES
Roy Kline	200 Fillmore St Suite 400 Denver, CO 80206 (303) 321-5700 rkline@westdevgrp.com	100%		02/22/18	(B)	YES

MADISON STREET ASSOCIATES, LLC

April 6, 2018

City & County of Denver
Community Planning and Development
Rezoning / Map Amendments
201 West Colfax Avenue, Dept 201
Denver, CO 80202

To Whom It May Concern,

This letter is to serve as authorization for Gregg Johnson of Western Development Group, LLC to act on behalf Madison Street Associates, LLC in regard to the Zone Map Amendment for 146 Madison Street.

Regards,



Roy Kline
Executive Vice President

Madison Street Associates, LLC - 200 Fillmore Street, Suite 400, Denver CO 80206
phone: 303.321.5700

REZONING APPLICATION REVIEW CRITERIA

PROPERTY ADDRESS: 146 Madison Street
NEIGHBORHOOD: Cherry Creek North
CITY COUNCIL DISTRICT: 10
CURRENT ZONING: B-1 with waivers
REQUESTED ZONING: **CMX-5**

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1. Proof of Ownership – Special Warranty Deed
2. Individual Authorization to Sign on Behalf of Corporate Entity – Operating Agreement of Madison Street Associates, LLC
3. Review Criteria
4. Copy of Current Zoning – B-1 with waivers



10/27/2017 12:56 PM
City & County of Denver
Electronically Recorded

R \$28.00

WD

D \$920.00

SPECIAL WARRANTY DEED

Recording requested by
and when recorded please return to:

Madison Street Associates LLC
200 Fillmore Street, Suite 400
Denver, Colorado 80206
Attention: Roy Kline

THIS SPECIAL WARRANTY DEED is made this 27 day of October, 2017, by Plaza, LLC, a Colorado limited liability company ("Grantor"), in favor of Madison Street Associates LLC, a Colorado limited liability company ("Grantee"), which has an office at 200 Fillmore Street, Suite 400, Denver, Colorado 80206.

Debit 920.00

WITNESSETH, that Grantor, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, all the real property, together with improvements, located in the City and County of Denver, State of Colorado, more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

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 Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments, easements, rights of way and appurtenances now or hereafter acquired under or above or used in connection with the property (collectively, the "Property").

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, its successors and assigns forever. Grantor, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the ensembling and delivery of these presents, Grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, except those matters set forth on Exhibit B, attached hereto and incorporated herein by this reference.

4845-9171-6433.3

Recording Requested by:
FNTG-NCS Colorado

N0014075

The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof BY, THROUGH OR UNDER Grantor.

IN WITNESS WHEREOF, Grantor has caused its name to be hereunto subscribed on the day and year first above written.

GRANTOR

Plaza, LLC,
a Colorado limited liability company

By: Daniel T. Lee
Name: DANIEL T. LEE
Its: Vice Pres. Finance

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me, this 27 day of October, 2017, by Daniel T. Lee, as Vice President Finance of Plaza, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: 2/23/2020

Elizabeth M Greco
Notary Public

(NOTARIAL SEAL)

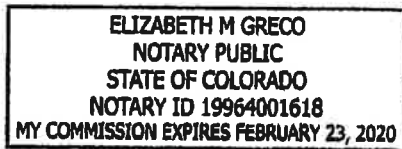


EXHIBIT A
LEGAL DESCRIPTION

Parcel A:

Plot 1, Block 76, Harmans Sub-Division, EXCEPT the South 42 feet of said Plot, City and County of Denver, State of Colorado.

Parcel B:

Plot 2, Block 76, Harmans Sub-Division, City and County of Denver, State of Colorado.

Parcel C:

Plot 3, Block 76, Harmans Sub-Division, City and County of Denver, State of Colorado.

A-1

4845-9171-6433.3

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2017 and subsequent years, a lien not yet due and payable.
2. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 60, Series of 1968 as set forth below:

Recording Date: March 14, 1968
Recording No.: Book 9854 Page 231

Ordinance No. 436, Series of 1968:
Recording Date: January 6, 1969
Recording No.: Book 9975 Page 351

Ordinance No. 442, Series of 1973:
Recording Date: July 30, 1973
Recording No.: Book 738 Page 127

3. Affecting Parcel A only, terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 64, Series of 1995 as set forth below:

Recording Date: February 7, 1995
Recording No.: Reception No. 9500015156

4. Affecting Parcel A only, Terms, conditions, provisions, agreements and obligations contained in the Recording of Waivers of Certain Rights and/or Reasonable Conditions in Accordance with Article IX of the Revised Municipal Code of the City and County of Denver (Zoning Chapter) as set forth below:

Recording Date: February 16, 1995
Recording No.: Reception No. 9500018458

5. Affecting Parcel C only, terms, conditions, provisions, agreements and obligations contained in the Madison Street Office Building Planned Development as set forth below:

Recording Date: August 9, 2006
Recording No.: Reception No. 2006127669

B-1

4845-9171-6433.3

OPERATING AGREEMENT

OF

MADISON STREET ASSOCIATES LLC

4824-8293-9216.2

**OPERATING AGREEMENT
OF
MADISON STREET ASSOCIATES LLC**

THIS OPERATING AGREEMENT (this "Agreement"), dated effective as of the October 4, 2017, is made by Western Development Group, LLC, a Delaware limited liability company ("WDG") as the sole member of the Company. For purposes of this Agreement, the term "Member" shall refer only to WDG.

**ARTICLE 1
THE LIMITED LIABILITY COMPANY**

1.1 Formation. The Member hereby forms a limited liability company upon the terms and conditions provided in this Agreement, subject to the provisions of the Colorado Limited Liability Company Act (the "Act").

1.2 Name. The name of the limited liability company shall be Madison Street Associates LLC (the "Company").

1.3 Articles of Organization. The Manager shall cause articles of organization that comply with the requirements of the Act to be properly filed with the Colorado Secretary of State. In the future, the Manager shall execute such further documents (including amendments to the articles of organization) and take such further action as shall be appropriate or necessary to comply with the requirements of law for the formation and operation of a limited liability company in all states and counties where the Company elects to carry on its business.

1.4 Business. The business of the Company shall be to: (i) acquire real property and engage in the construction of and alterations to real property, (ii) engage in such other lawful activities as the Member deems desirable, and (iii) to do any and all other things necessary, desirable or incidental to the foregoing purposes. The Company may lease, sell, trade, auction or otherwise dispose of all or substantially all of its assets and any such transaction shall be considered to be within the scope of the Company's business.

1.5 Principal Place of Business; Registered Office and Agent. The Company's principal place of business shall be at 200 Fillmore Street, Suite 400, Denver, CO 80206, or such other place either within or without Colorado as may be selected from time to time by the Manager. The registered agent and office of the Company shall be as determined by the Manager.

**ARTICLE 2
CAPITAL CONTRIBUTIONS**

2.1 Capital Contributions. If from time to time in the reasonable judgment of the Member the Company requires capital for the operations of the Company, the Member may, in its discretion contribute the capital required by the Company.

2.2 Right to Enforce. No person shall have the right to enforce any obligation of the Member to contribute capital to the Company, and specifically no lender or other third party shall have such rights.

2.3 Return of Capital Contributions. Capital contributions shall be expended in furtherance of the business of the Company. All costs and expenses of the Company shall be paid from its funds. No interest shall be paid on capital contributions.

ARTICLE 3 DISTRIBUTIONS

The Company shall make distributions of available cash (not otherwise required for the operations of the Company) to the Member at such times and in such amounts as the Manager shall determine.

ARTICLE 4 ALLOCATION OF PROFIT AND LOSS

The profit or loss of the Company shall be determined on an annual basis and for such other periods as may be required. All profit and loss of the Company shall be allocated to the Member. For federal income tax purposes, the Company shall be disregarded as an entity separate from the Member and each item of income, gain, loss and deduction of the Company shall be taxable to the Member as if the Company was taxable as a division of the Member. Notwithstanding the classification of the Company as a division of the Member for federal income tax purposes, the Manager and Member shall not be liable under a judgment, decree, or order of a court, or in any other manner, for a debt, obligation, or liability of the Company.

ARTICLE 5 MANAGEMENT

5.1 Management Authority.

5.1.1 Management of the Company shall be vested exclusively in the Manager. The Manager shall have the power and authority to conduct the business of the Company. The Manager is hereby expressly authorized on behalf of the Company to make all decisions with respect to the Company's business and to take all actions necessary to carry out such decisions.

5.1.2 The Manager may from time to time appoint and delegate its authority to individuals designated as officers of the Company, which officers shall have only the power and authority granted to them by the Manager. The Manager may also from time to time remove any such officer or officers so appointed. No delegation of authority by the Manager under this Section 5.1.2 shall relieve the Manager of its responsibilities.

5.1.3 All documents executed on behalf of the Company need only be signed by the Manager. An officer appointed pursuant to Section 5.1.2 may sign those documents that relate to the power and authority granted to such officer by the Manager.

5.2 Duties. The Manager and any duly appointed officer shall carry out their duties in good faith, in a manner they believe to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager or duly appointed officer who so performs their duties shall not have any liability by reason of being or having been a Manager or officer of the Company.

5.3 Time Devoted to Business. The Manager shall devote such time to the business of the Company as it, in its discretion, deems necessary for the efficient carrying on of the Company's business.

5.4 Tenure, Removal and Qualifications.

5.4.1 The initial Manager of the Company shall be WDG. A Manager shall hold office until it resigns, dissolves, dies (in the case of a person), becomes bankrupt or incompetent, or is removed by the Member. If a Manager or its successor resigns, dissolves, dies (in the case of a person), becomes bankrupt or incompetent, or is removed by the Member, the Member may elect someone else to fill the vacancy and serve as Manager. A Manager may be removed at any time, with or without cause, by the Member.

5.4.2 Unless otherwise stated in a written employment agreement, an officer of the Company shall hold office until he or she resigns, dies, becomes bankrupt or incompetent, is removed by the Manager, or the Company dissolves. An officer of the Company may be removed at any time, with or without cause, by the Manager.

5.4.3 Reliance by Third Parties. No third party dealing with the Company shall be required to ascertain whether a Manager or duly appointed officer of the Company is acting in accordance with the provisions of this Agreement. All third parties may rely on a document executed by a Manager or duly appointed officer as binding the Company. A Manager or officer of the Company acting without authority shall be liable for any damages arising out of its, or his or her unauthorized actions.

5.4.4 Transactions Between Company and Manager. A Manager may cause the Company to contract and deal with the Manager, or any person or entity affiliated with the Manager.

5.4.5 Management Fees and Reimbursements. The Manager and officers of the Company shall be entitled to such management fee or salary for managing the operations of the Company as authorized by the Member. A Manager or officer of the Company shall be reimbursed by the Company for any reasonable out-of-pocket costs incurred on behalf of the Company.

5.4.6 Other Activities.

(a) Manager and the officers may engage in or possess any interest in other business ventures of every nature and description, independently or with others, and neither the Company nor its Member shall have any right in or to any such independent ventures or to the income or profits derived there from.

(b) The Manager and the officers, with the consent of the Member, shall at all times be free to engage for their own account in any business that competes with the business of the Company. It is specifically understood and agreed that nothing in this Agreement shall be construed to constitute any Manager or officer of the Company the agent or partner of the Member for purposes beyond this Company, nor in any manner to limit the Manager or any officer in the carrying on of their respective businesses or activities, provided that the Manager has consented to such businesses or activities engaged in by an officer that compete directly with the business of the Company. Any claims based on any such activities or conflicts of interest of the Manager is hereby expressly waived by the Member.

5.4.7 Insurance. The Company shall maintain for the protection of the Company and its Member such insurance as the Manager, in its sole discretion, deems necessary for the operations being conducted.

5.4.8 Exculpation.

(a) The doing of any act or the failure to do any act, the effect of which may cause or result in loss or damage to the Company or the Member, if done in good faith to promote the best interests of the Company shall not subject the Manager or any officer to any liability. The Company shall indemnify and hold harmless the Manager and any officers as to third parties against and from any personal loss, liability or damage incurred as a result of any act or omission of the Manager or such officers. Indemnification under this Section 5.4.8 shall be provided only out of and to the extent of the assets of the Company. In no event shall the Company or any Member be liable to a third party as a result of any indemnification

(b) Notwithstanding anything to the contrary in this Section 5.4.8, no Member, Manager, employee or agent of the Company shall be indemnified for any liability for fraud, bad faith, willful misconduct, or gross negligence.

(c) Notwithstanding anything to the contrary in this Section 5.4.8, in the event that any provision in any of Section 5.4.8 (a) is determined to be invalid in whole or in part, such Section 5.4.8(a) shall be enforced to the maximum extent permitted by law.

ARTICLE 6

MEMBER

6.1 Action by the Member. The Member, in its capacity as a Member, shall take no part in the control, management, direction or operation of the affairs of the Company and shall have no power to bind the Company. The decision of the Member shall constitute the act of the Company with respect to matters the approval of which are reserved to the Member under this Agreement or the Act.

6.2 Informal Action. Any action required or permitted to be taken at a Member meeting may be taken without a meeting if the action is evidenced by a written consent describing the action taken, signed by the Member. Action taken under this section is effective when the Member has signed the consent, unless the consent specifies a different effective date.

6.3 Meetings. Member meetings for any purpose or purposes may be called by the Manager or by the Member.

6.4 Place of Meeting. The Manager or Member calling the meeting shall designate the place of meeting. If no designation is made, the place of meeting shall be the principal office of the Company.

6.5 Notice of Meeting. Written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered either personally or by mail, by or at the direction of the Manager or Member calling the meeting, to the Manager and the Member. If mailed, such notice shall be deemed delivered as provided in Section 9.3. Member meetings may be called upon four days' written notice.

6.6 Conduct of Meeting. At each Member meeting, the Manager or another person appointed by the Manager shall serve as chairman of the meeting. The chairman shall preside over and conduct the meeting and shall appoint someone in attendance to make accurate minutes of the meeting. Following each meeting, the minutes of the meeting shall be sent to the Manager and the Member.

6.7 Limitation of Liability. The Member's liability shall be limited as set forth herein and in the Act and other applicable law.

6.8 Company Debt Liability. The Member will not personally be liable for any debts or losses of the Company, except as provided in the Act.

6.9 Loans by Member or Manager to Company. The Member or Manager may loan money to, act as surety for, or transact other business with the Company, and, subject to other applicable laws, shall have the same rights and obligations with respect thereto as a person who is not a Member or Manager, but no such transaction shall be deemed to constitute a Capital Contribution to the Company.

ARTICLE 7

ACCOUNTING AND REPORTING

The Company shall maintain complete and accurate books of account. The Company shall provide the Member any information relating to the business of the Company. During ordinary business hours the Member or its authorized representative shall have access to all books, records and materials regarding the Company and its activities. The books of account shall be closed promptly after the end of each fiscal year. Prior to March 15 of each year, the Manager shall prepare a written report which shall include a statement of receipts, expenditures, profits and losses for the year and such additional statements with respect to the status of the Company's assets and the distribution of Company funds as are necessary to advise the Member properly about his investment in the Company.

ARTICLE 8

DISSOLUTION AND TERMINATION

8.1 Term. The Company shall have perpetual existence and continue until dissolved by the written consent of the Member. If the Member consents to discontinue the Company, the Manager or other person selected as liquidator shall file a statement of dissolution, and the Company's affairs shall be wound up as provided in this Article 8.

8.2 Final Accounting. In case of the dissolution of the Company, a proper accounting shall be made as provided in Article 7 from the date of the last previous accounting to the date of dissolution.

8.3 Liquidation. Upon the dissolution of the Company, the Manager or some other person selected by the Member shall act as liquidator to wind up the Company. The liquidator shall have full power and authority to sell, assign and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and businesslike manner. All proceeds from liquidation shall be distributed in the following order of priority: (i) to the payment of debts and liabilities of the Company and the expenses of liquidation; (ii) to the setting up of such reserves as the liquidator may reasonably deem necessary for any contingent liabilities of the Company; and (iii) to the Member.

8.4 Distribution in Kind. The liquidator, in its sole discretion, may distribute any asset in kind to the Member.

8.5 Requirements of Law. The Company shall comply with all requirements of applicable law pertaining to the winding up of the Company's affairs and the final distribution of assets.

ARTICLE 9

GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement embodies the entire understanding of the Member concerning the Company.

9.2 Amendment. This Agreement may only be amended with the written consent of the Member.

9.3 Notices. All notices required or permitted by this Agreement shall be in writing and shall be hand delivered, sent by registered or certified mail, postage prepaid, or by facsimile (and confirmed in writing delivered or sent by one of the other methods described herein), and shall be effective upon delivery if hand delivered or, if mailed, on the date set forth on the receipt of registered or certified mail, or on the fifth day after mailing, whichever is earlier, or, if by facsimile, on the first business day after receipt of such facsimile. In computing any period of time under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.


9.4 Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado.

9.5 Pronouns. References to a Member, including by use of a pronoun, shall be deemed to include masculine, feminine, singular, plural, individuals, trusts, partnerships, limited liability companies or corporations where applicable.

IN WITNESS WHEREOF the Member has executed this Agreement to be effective as of the date first above written.

MEMBER:

WESTERN DEVELOPMENT GROUP, LLC,
a Delaware limited liability company

By: 
Name: Roy KLINE
Title: EVP

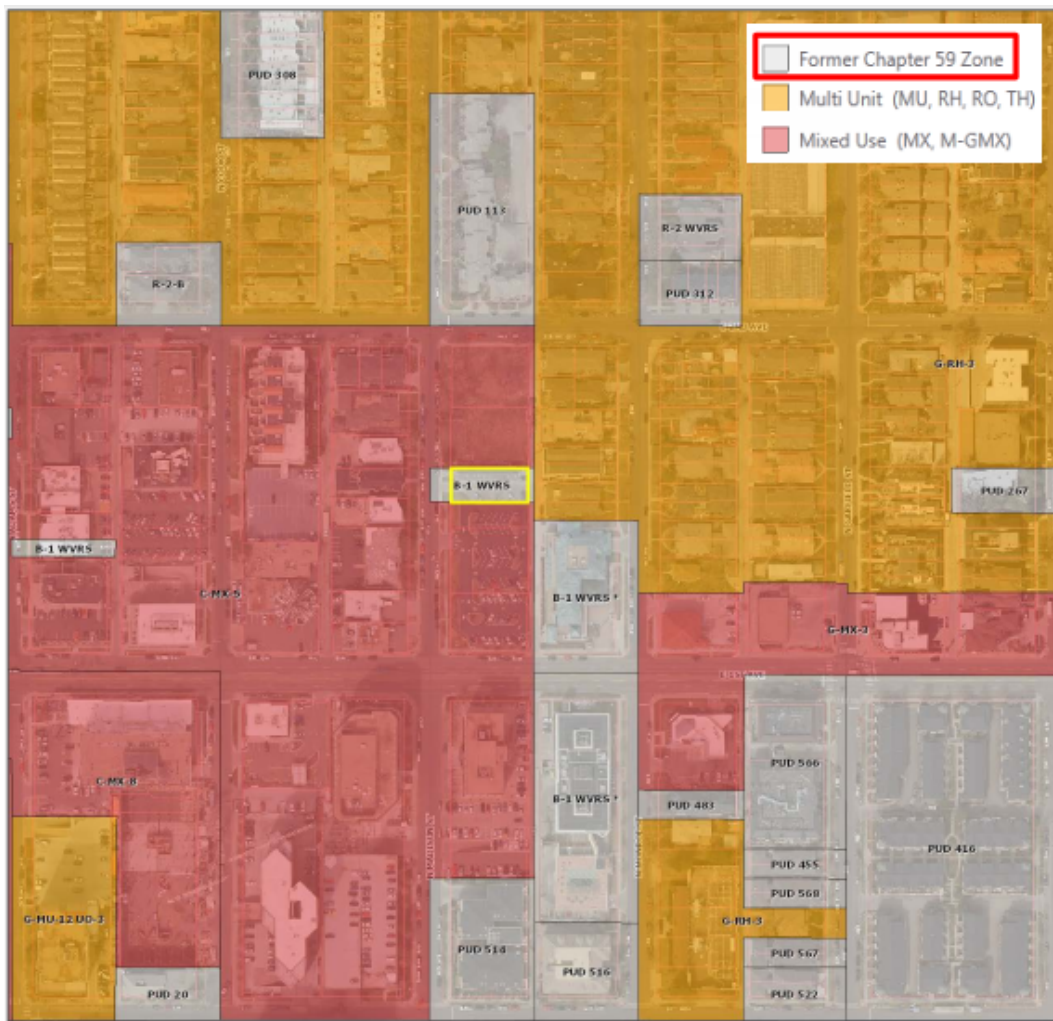
REZONING APPLICATION REVIEW CRITERIA

PROPERTY ADDRESS: 146 Madison Street
NEIGHBORHOOD: Cherry Creek North
CITY COUNCIL DISTRICT: 10
CURRENT ZONING: B-1 with waivers
REQUESTED ZONING: **CMX-5**

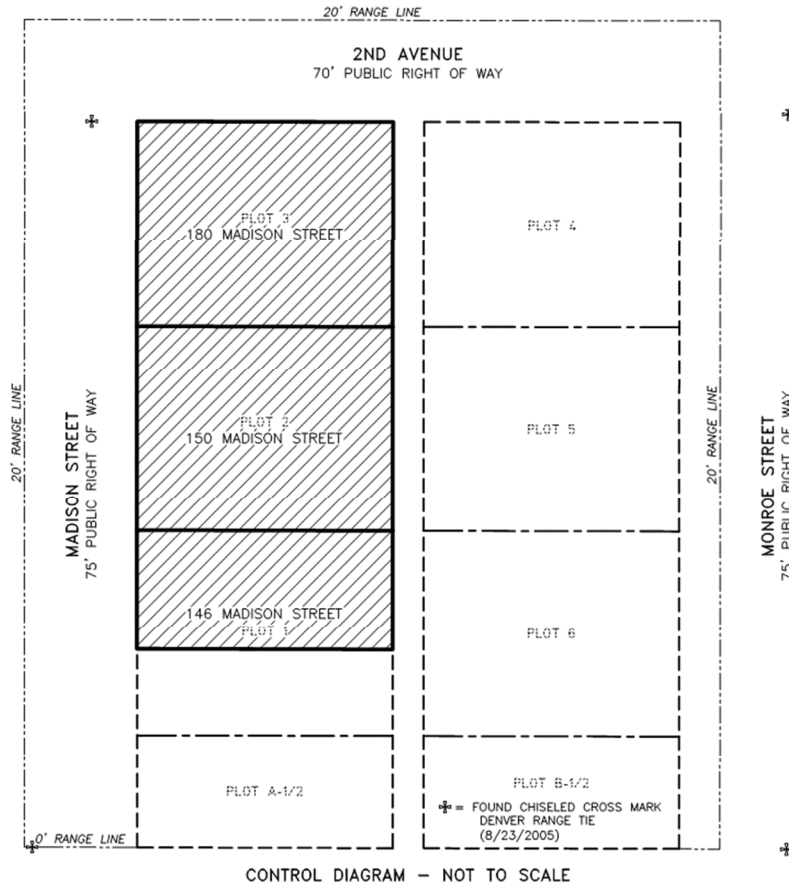
This rezoning application for 146 Madison Street is being submitted in an effort to create a uniform zoning condition for the east side of Madison Street between 1st and 2nd Avenues.

BACKGROUND

The current zoning for the property at 146 Madison was established as B-1 with waivers in 1995. The current B-1 with waivers zoning designation limits the uses of this property to office with the notable exceptions of employment agencies, medical or dental offices, or telephone soliciting. The acceptable retail uses are limited to a fine arts gallery or a photographic studio. The use of the site is restricted to the specific parameters of the approved site plan, recorded in 1994.



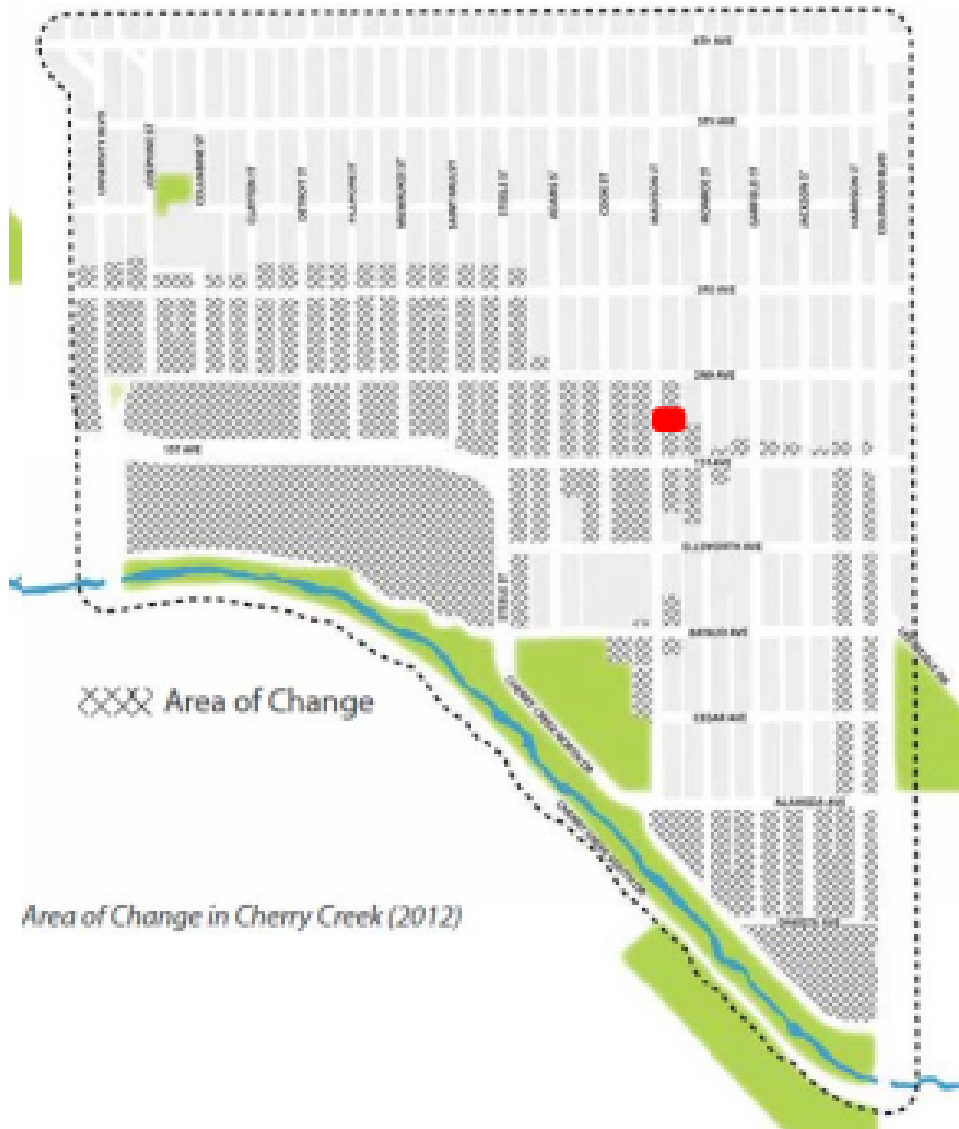
146 Madison Street is owned by Madison Street Associates, LLC, which is a managed subsidiary of Western Development Group, LLC. In addition to 146 Madison Street, Madison Street Associates, LLC also owns the adjacent lots to the north at 150 Madison and 180 Madison (see control diagram below).

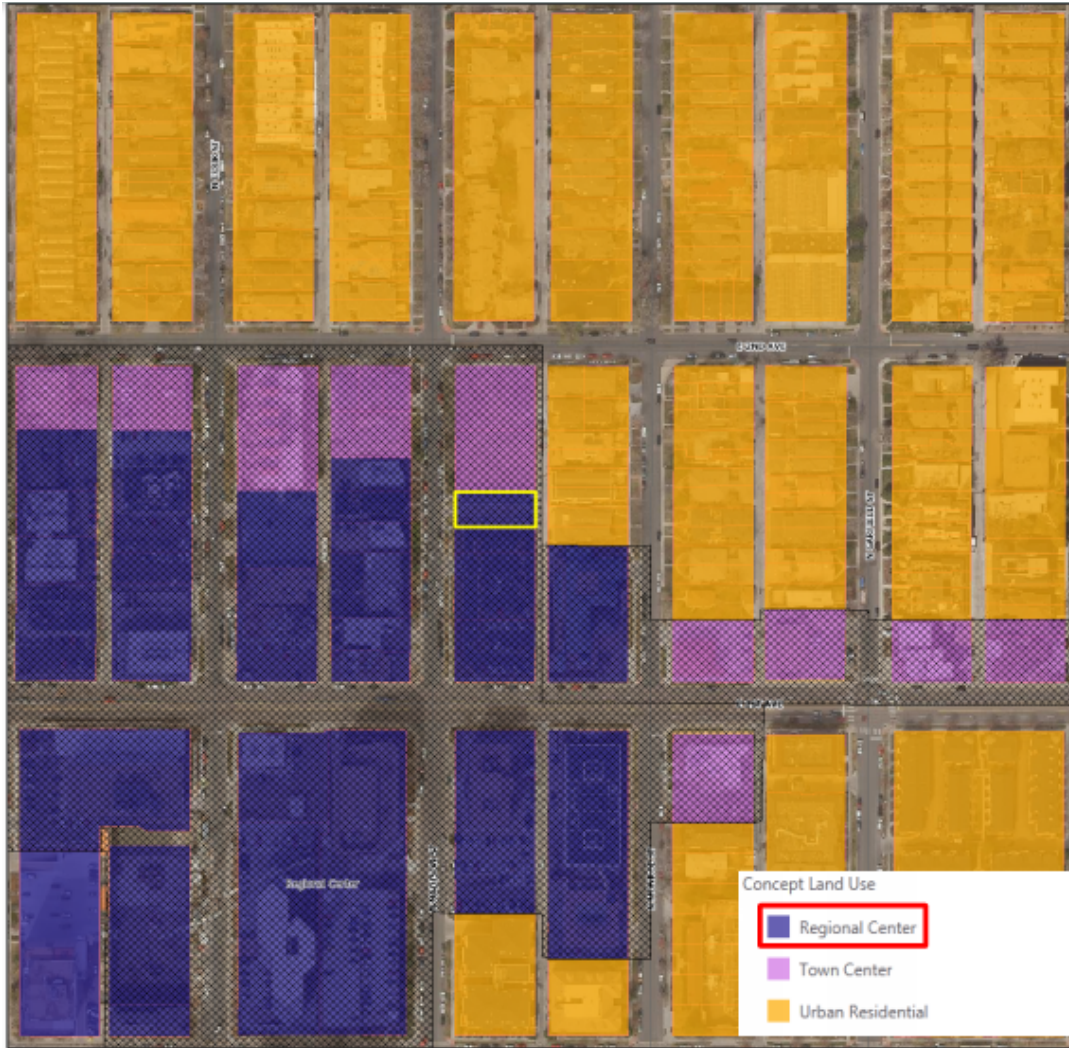


CONSISTENCY WITH ADOPTED PLANS

The request to rezone this property is made with careful consideration for the neighborhood and the recent planning and zoning efforts conducted by the City. Blueprint Denver (2002), a new form-based zoning code (2010), and the Cherry Creek Area Plan (2012) were all adopted and implemented more recently than the current zoning for 146 Madison Street. All of these standards provide a long range vision and guiding principles for the development of the Cherry Creek area. The goals of the plans are to create a connected, distinctive, and prosperous Cherry Creek North neighborhood.

Blueprint Denver (2002) and the Cherry Creek Area Plan (2012) designate 146 Madison Street as both an Area or Change and a Regional Center. This request to rezone 146 Madison Street from B-1 with waivers to CMX-5 is consistent with these established designations. As an Area of Change, the City’s strategic plan for this site is to encourage new development and activity. As a Regional Center, the Cherry Creek North neighborhood attracts people from other areas in the city because it features such a large number and diverse variety of shopping, entertainment, service and employment options. By encouraging new development in a Regional Center close to existing and planned transit corridors, the City of Denver is able to achieve a higher level of sustainability.





With the exception of 146 Madison, the Cherry Creek Area Plan established the zoning for all of the property on the east side of Madison Street between 1st and 2nd Avenues as CMX-5. Rezoning 146 Madison will create a uniform zoning condition of CMX-5 for the entire east side of Madison Street between 1st and 2nd Avenues. This consistent zoning condition will allow for responsible, new mixed-use development that will enable people to shop, live and work in the Cherry Creek North neighborhood.

The City encourages owners of obsolete zoning conditions to rezone into current, standard zoning districts when supported by adopted plans. This request to rezone 146 Madison to CMX-5 is consistent with these policy goals. Blueprint Denver states, “The unsatisfactory performance of the current regulations has led to the use of unique zoning conditions and waivers applied to re-zonings. These waivers and conditions, which are not organized in the zoning code, further complicate Denver’s zoning situation. In addition, these conditions are written to address the construction of buildings and are not crafted broadly enough to address the ongoing regulation of the land after construction is completed. They remain enforceable for decades after, regardless of their effectiveness and applicability.”

UNIFORMITY OF DISTRICT REGULATIONS

The block between 1st and 2nd Avenues on the east side of Madison Street is designated for growth and mid-rise, mixed-use development. The requested mixed-use zoning designation of CMX-5 will contribute positively to the surrounding neighborhood character and enhance the convenience, ease and enjoyment of transit, walking, and shopping in the Cherry Creek North neighborhood.



PUBLIC HEALTH, SAFETY AND GENERAL WELFARE

The proposed official map amendment furthers the public health, safety, and general welfare of the City.

The proposed zone map amendment furthers the public health, safety, and general welfare of the city by helping the City to grow and invest in the Cherry Creek North neighborhood. In order to continue to grow and prosper, the Cherry Creek North neighborhood must promote development that benefits the long term sustainability and health of the City by encouraging walking, biking, and the use of public transportation. The rezoning of 146 Madison Street from B-1 with waivers to CMX-5 encourages development that promotes the variety of uses within Cherry Creek North that continue to make it a safe, walkable, and desirable community.

JUSTIFYING CIRCUMSTANCES

The land or its surroundings has changed or is changing to such a degree that it is in the public interest to encourage redevelopment of the area to recognize the changed character of the area.

The proposed CMX-5 zone district map amendment is in response to changed and changing conditions. The Cherry Creek Area has changed significantly since the original B-1 with waivers zoning condition was approved in 1995. Multiple plans have been adopted for this area since 1995, including Blueprint Denver, the Cherry Creek Area Plan, and the new, form-based zoning code. Given this property’s designation as both an Area of Change and Regional Center, the proposed map amendment is reasonable and necessary for the promotion of health, safety and general welfare of neighbors and residents of the city.

1 BY AUTHORITY

2 ORDINANCE NO. 64

COUNCIL BILL NO. 1141 1-3
SERIES 1994
COMMITTEE OF REFERENCE:

3 SERIES OF 1995

9500015156 1995/02/07 13:08:33 1/ 3 ORD
ARIE P. TAYLOR - DENVER COUNTY .00 .00 SMD

ZONING, PLANNING,
AND LAND USE.

5
6 A BILL

7 FOR AN ORDINANCE RELATING TO ZONING, CHANGING THE ZONING
8 CLASSIFICATION FOR A SPECIFICALLY DESCRIBED AREA, GENERALLY
9 LOCATED AT 146 MADISON STREET, RECITING CERTAIN WAIVERS
10 PROPOSED BY THE OWNERS AND THE APPLICANT FOR THE ZONING
11 CLASSIFICATION, RECITING CERTAIN REASONABLE CONDITIONS
12 APPROVED BY THE OWNERS AND THE APPLICANT FOR THE ZONING
13 CLASSIFICATION AND PROVIDING FOR A RECORDATION OF THIS
14 ORDINANCE.

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

16 Section 1. That upon consideration of a change in the zoning
17 classification of the land area hereinafter described, Council finds:

18 1. That the land area hereinafter described is presently classified
19 as a part of the R-2 District;

20 2. That the owners and the applicant propose that the land area
21 hereinafter described be changed to B-1 with certain waivers and with
22 certain reasonable conditions which the owners and applicant have
23 approved;

24 3. That in their application the owners and the applicant have
25 represented that if the zoning classification is changed pursuant to
26 their application, the owners and the applicant will and hereby do waive
27 the right to use or occupy the land area hereinafter described or to use,
28 occupy or erect thereon any structure or structures designed, erected,
29 altered, used or occupied for any use by right except:

30 (a) Office building (no employment agencies, medical/dental
31 office building or telephone soliciting);

32 (b) Fine arts gallery (no other type of retail allowed); and

1 (c) Photographic studio.

2 4. That in their application, the owners and the applicant have
3 represented that if the zoning classification is changed pursuant to
4 their application, the owners and the applicant will and hereby do waive
5 the right to have building heights over 35 feet above finish grade on the
6 land area hereinafter described.

7 5. That the owners and the applicant approve and agree to the
8 following reasonable conditions related to the development, operation and
9 maintenance of the land area hereinafter described:

10 (a) The site plan restricts the site development as shown for
11 parking quantity (and location), site access, 4,200 S.F.
12 of building and building set backs, and the land area
13 hereinafter described shall be developed according to the
14 site plan filed in the Office of the Clerk and Recorder,
15 Ex-Officio Clerk of the City and County of Denver, on the
16 22nd day of November, 1994, Filing No. 94-1051.

17 (b) Right turn only signs from parking lot.

18 **Section 2.** That the zoning classification of the land area in the
19 City and County of Denver described as follows or included within the
20 following boundaries shall be and hereby is changed from R-2 to B-1 with
21 certain waivers, which waivers are set forth in subsections 3 and 4 of
22 Section 1 hereof, and with certain reasonable conditions approved by the
23 owners and the applicant, which reasonable conditions are set forth in
24 Subsection 5 of Section 1 hereof:

25 North 58.0 feet of Plot 1, Block 76, Harman's Subdivision,
26 City & County of Denver; in addition thereto those portions of
27 all abutting public rights-of-way, but only to the centerline
28 thereof, which are immediately adjacent to the aforesaid
29 specifically described area.

1 **Section 3.** That the foregoing change in zoning classification
 2 is based upon the representations by the owners and the applicant that
 3 they will waive a certain right available to them and, in lieu thereof,
 4 agree to a certain limitation which limitation is set forth in
 5 subsections 3 and 4 of Section 1 hereof, and is also based upon the
 6 reasonable conditions approved by the owners and the applicant which
 7 reasonable conditions are set forth in subsection 5 of Section 1 hereof;
 8 and no permit shall be issued except in strict compliance with the
 9 aforesaid waiver and the aforesaid reasonable conditions. Said waivers
 10 and said reasonable conditions shall be binding upon the owners and the
 11 applicant for the change in zoning classification and shall be binding
 12 upon all successors and assigns of said owners and said applicant, who
 13 along with said owners and said applicant shall be deemed to have waived
 14 all objections as to the constitutionality of the aforesaid waivers and
 15 the aforesaid reasonable conditions.

16 **Section 4.** That this ordinance shall be recorded by the Department
 17 of Zoning Administration among the records of the Clerk and Recorder of
 18 the City and County of Denver.

19 PASSED BY THE COUNCIL January 30 1995

20 Deborah L. Ortega - PRESIDENT

21 APPROVED: Will Ferrell - MAYOR Jan. 31, 1995

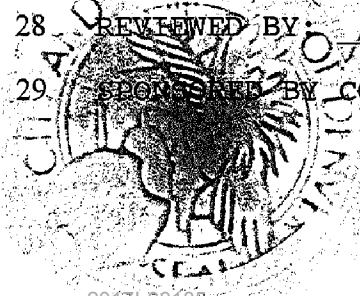
22 ATTEST: Arne P. [Signature] - CLERK AND RECORDER,
 23 EX-OFFICIO CLERK OF THE
 24 CITY AND COUNTY OF DENVER

25 PUBLISHED IN THE DAILY JOURNAL Jan. 6, 1995 February 3, 1995

27 PREPARED BY: ROBERT M. KELLY, ASSISTANT CITY ATTORNEY 12/27/94

28 REVIEWED BY: [Signature] CITY ATTORNEY 1/27 1995

29 SPONSORED BY COUNCIL MEMBER(S) _____



146 MADISON STREET

LEGAL DESCRIPTION

Plot 1, Block 76, Harmans Sub-Division, EXCEPT the South 42 feet of said Plot, City and County of Denver, State of Colorado.