



**TO:** Land Use, Transportation and Infrastructure Committee  
**FROM:** Brandon Shaver, Senior City Planner  
**DATE:** March 9, 2023  
**RE:** Official Zoning Map Amendment Application #2022I-00231

### Staff Report and Recommendation

Based on the criteria for review in the Denver Zoning Code, Staff recommends **approval** for Application #2022I-00231.

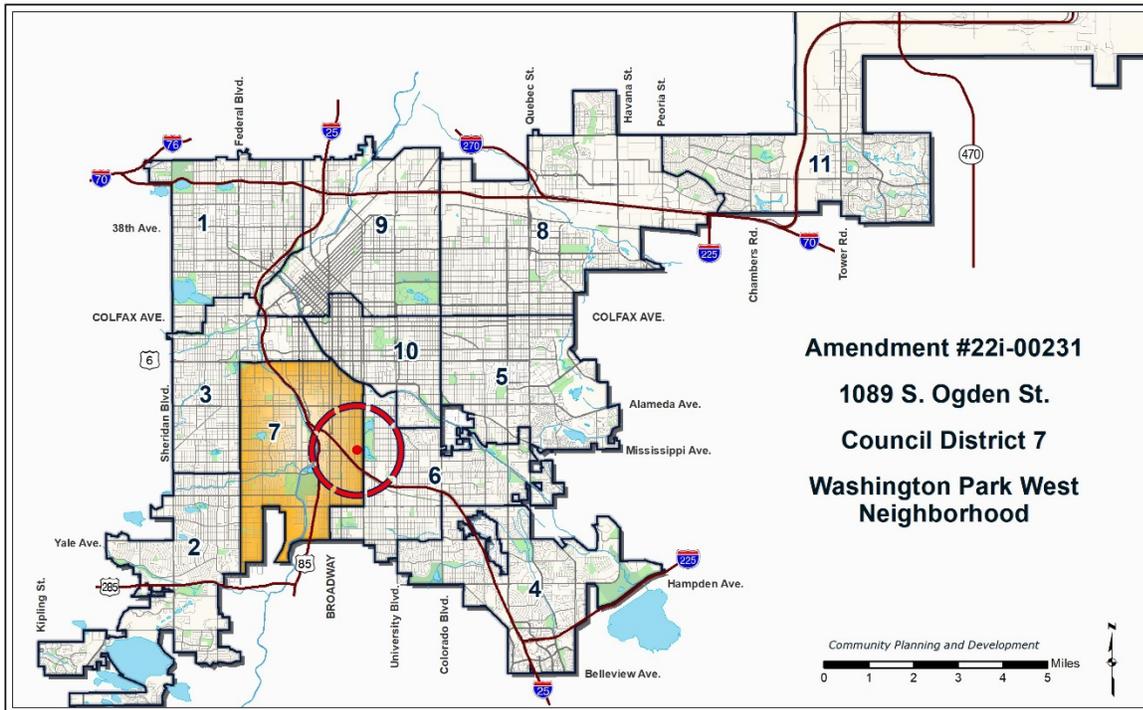
### Request for Rezoning

Address: 1089 South Ogden Street  
Neighborhood/Council District and CM: Washington Park West / Council District 7, CM Clark  
RNOs: West Washington Park Neighborhood Association; Inter-Neighborhood Cooperation; Strong Denver  
Area of Property: 4,750 square feet or 0.10 acres  
Current Zoning: U-SU-B  
Proposed Zoning: U-SU-B1  
Property Owner(s): Catherine Weaver  
Owner Representative: N/A

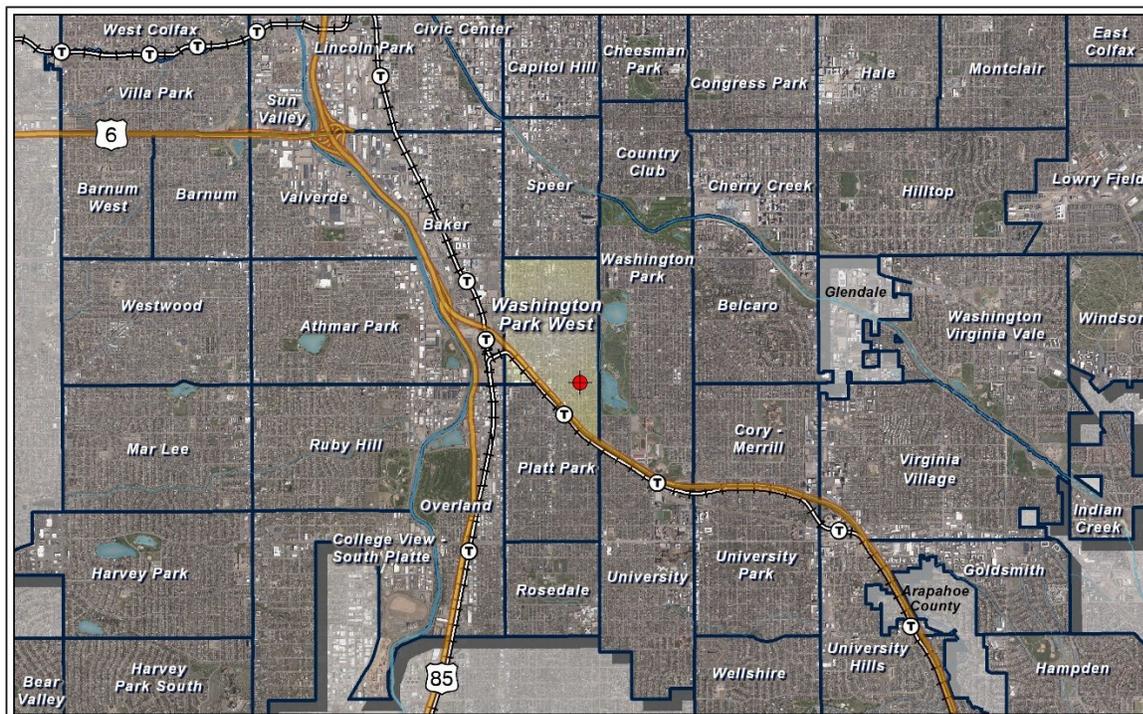
### Summary of Rezoning Request

- The subject property contains a single-unit home with a detached garage built in 1920 located between East Tennessee Avenue and East Mississippi Avenue, along South Ogden Street.
- The property owner is proposing to rezone the property to allow an accessory dwelling unit.
- The proposed U-SU-B1, **Urban, Single-Unit, B1** district allows urban houses and detached accessory dwelling units in the rear yard with a minimum zone lot area of 4,500 square feet. The 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 – Washington Park West



## Existing Context

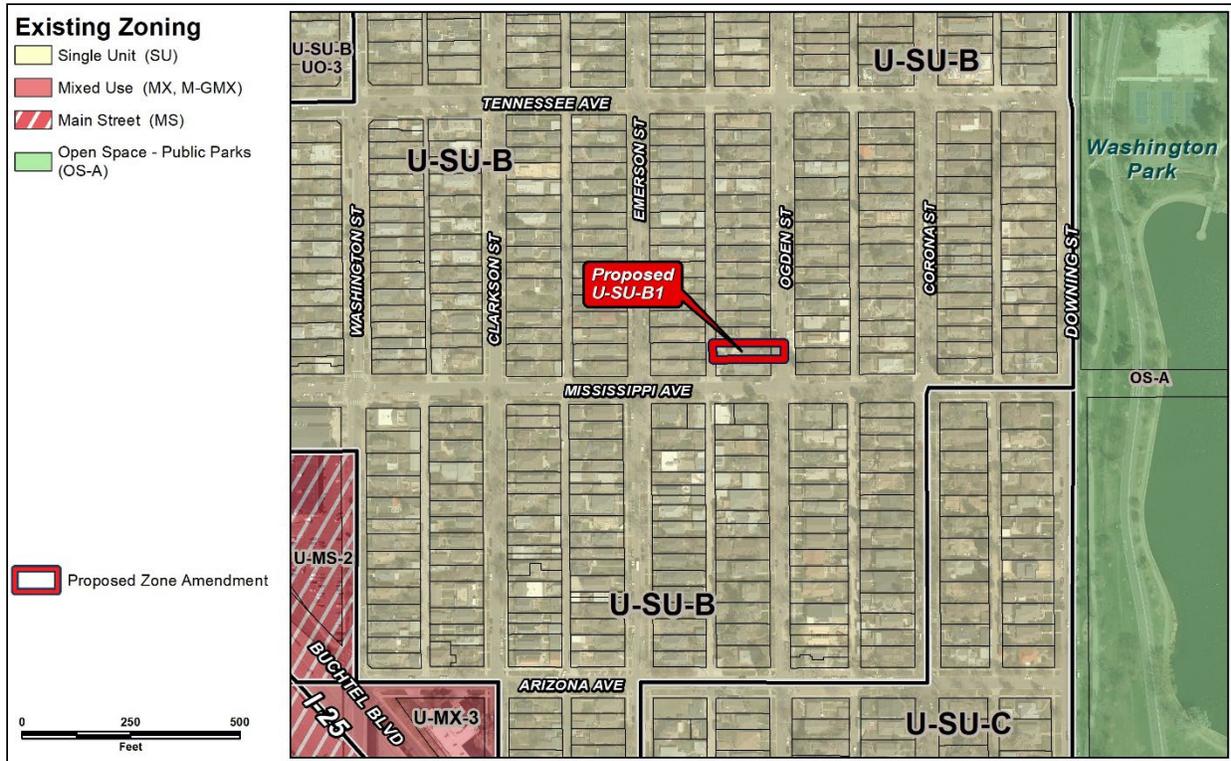


The subject property is in the Washington Park West Neighborhood, which is characterized primarily by single-unit and two-unit residential uses. Generally, there is a pattern of rectangular blocks in a street grid pattern with alley access. The subject property is in the southwestern portion of the block on South Ogden Street, between East Tennessee Avenue and East Mississippi Avenue. The subject property is located two blocks west of Washington Park and 4 and a half blocks east of Interstate 25. RTD bus route 12 runs north-south on South Downing Street and includes a stop one and a half blocks east at the intersection of East Mississippi Avenue and South Downing Street. RTD bus route 11 runs east-west along East Louisiana Avenue and stops two blocks away near the intersection of East Louisiana Avenue and South Corona Street.

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

	Existing Zoning	Existing Land Use	Existing Building Form/Scale	Existing Block, Lot, Street Pattern
Site	U-SU-B	Single-unit residential	1 story brick house with detached garage in the rear	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.
North	U-SU-B	Single-unit residential	2-story brick house with detached structure in the rear	
South	U-SU-B	Single-unit residential	2-story brick house with detached garage and driveway in the rear	
East	U-SU-B	Two-unit residential	1 story side-by-side brick duplex with detached garage in the rear	
West	U-SU-B	Single-unit residential	1 story house with detached garage in the rear	

### 1. Existing Zoning



The U-SU-B zone district is a single-unit district allowing only the Urban House primary building form on a minimum zone lot of 4,500 square feet. The maximum allowed height is 2.5-stories or 30 to 35 feet in the front 65% of the zone lot, and 1-story or 17 feet 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 24 feet. The intent of the district is to promote and protect residential neighborhoods within the character of the Urban Neighborhood Context. For additional details of the zone district, see DZC Section 5.3.3.

### 2. Existing Land Use Map



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



View of the subject property, facing east.



View of the property to the south, facing east.



View of the property to the north, facing east.



View of the properties to the east across S. Ogden Street, facing west.



View of the properties across the alley to the west on S. Emerson St, facing east.

### Proposed Zoning

The U-SU-B1 is a single unit zone district with a minimum zone lot size of 4,500 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-B1 district. Compared to the U-SU-B district, U-SU-B1 introduces the accessory dwelling unit use and Detached Accessory Dwelling Unit (DADU) building form. The Detached Accessory Dwelling Unit building form has a maximum height of 1.5 stories or 24 feet. A bulk plane that rises 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 6,000 square feet, the ADU building footprint may be a maximum of 650 square feet. At 4,750 square feet, the subject property is more than the 4,500 square feet minimum zone lot size of the requested U-SU-B1.

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

Design Standards	U-SU-B (Existing)	U-SU-B1 (Proposed)
Primary Building Forms Allowed	Urban House	Urban House
Maximum Height in Stories/Feet, Front 65% of Zone Lot*	2.5 stories / 30 feet	2.5 stories / 30 feet
Maximum Height in Stories/Feet, Rear 35% of Zone Lot*	1 story / 17 feet	1 story / 17 feet
DADU Maximum Height in Stories / Feet	DADUs not permitted	1.5 stories / 24 feet
Zone Lot Size (Min.)	4,500 square feet	4,500 square feet
Zone Lot Width (Min.)	35 feet	35 feet
Primary Street Block Sensitive Setback Required / If not (Min.)	Yes / 20 feet	Yes / 20 feet
Side Street Setback (Min.) *	5 feet	5 feet
Side Interior Setback (Min.) *	3' feet one side / 10' min combined	3' feet one side / 10' min combined
Rear Setback, Alley / No Alley	12 feet / 20 feet	12 feet / 20 feet
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 with a width of approximately 37.5 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 Response.

**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 – Recommend utilizing the deed description with the addition of the quarter section, township, and range. A revised .docx file is attached.

**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>11/28/22</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>02/14/23</b>
Planning Board public hearing (voted unanimously in favor):	<b>03/01/23</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 (10) working days before the meeting:	<b>2/28/23</b>
Land Use, Transportation and Infrastructure Committee:	<b>3/14/23</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>4/03/23</b> (tentative)
City Council Public Hearing:	<b>4/24/23</b> (tentative)

**Public Outreach and Input**

- **Registered Neighborhood Organizations (RNOs)**
  - To date, staff has received one letter in support of the rezoning from Strong Denver, expressing concerns with Denver’s housing shortage. This letter is attached to the application.
  
- **General Public Comments**
  - To date, staff has received four comment letters in opposition to the rezoning. Concerns include short-term rentals and alley issues such as trash, privacy, and noise.

## **Criteria for Review / Staff Evaluation**

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

### **DZC Section 12.4.10.7**

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

### **DZC Section 12.4.10.8**

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

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

The following adopted plans apply to this property:

- *Denver Comprehensive Plan 2040 (2019)*
- *Blueprint Denver (2019)*
- *West Washington Park Neighborhood Plan (1991)*

### **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-B1 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-family neighborhood. Accessory dwelling units can provide housing for individuals or families with different incomes, ages, and needs compatible with the single-unit homes that are most common in the Washington Park West 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 home where infrastructure and services such as water, stormwater, and streets already exist. This allows Denver to grow responsibly and promotes land conservation.

Because it implements the strategies cited above, the rezoning is consistent with *Comprehensive Plan 2040*.

### **Blueprint Denver**

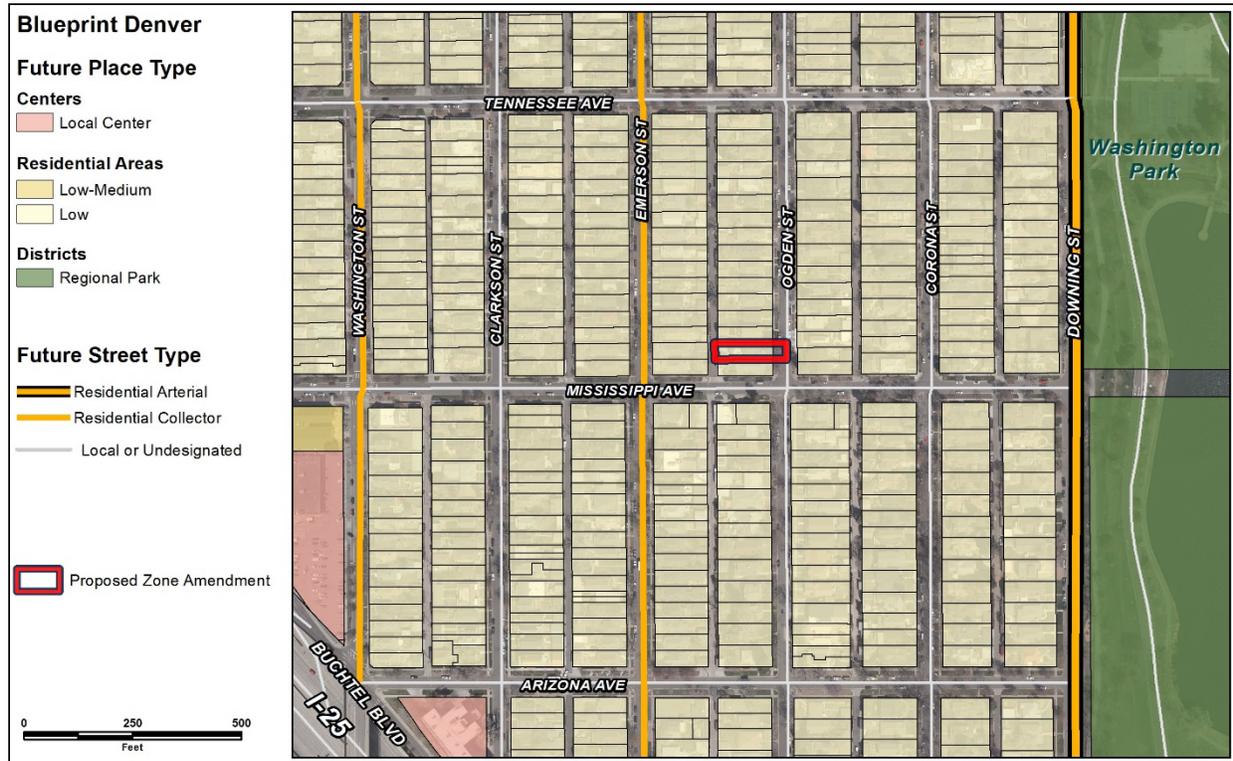
*Blueprint Denver* was adopted in 2019 as a supplement to *Comprehensive Plan 2040* and establishes an integrated framework for the city’s land use and transportation decisions. *Blueprint Denver* identifies the subject property as part of a Low Residential future place within the Urban future neighborhood 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 site is shown on the context map as an Urban future 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-B1 is a zone district within the Urban neighborhood context and is “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 Section 5.2.2.1). U-SU-B1 is consistent with *Blueprint Denver’s* future neighborhood context of Urban because it will promote residential character by allowing a low-scale accessory dwelling unit that will be compatible with the existing residential area.

**Blueprint Denver Future Place**



The subject site is 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). The U-SU-B1 is a single-unit residential zone district that allows for an additional dwelling unit accessory to an established single-family home, 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 places map.

**Blueprint Denver Street Types**

In *Blueprint Denver*, Future Street Types work in concert with the Future Places to evaluate the appropriate intensity of adjacent development (p. 67). *Blueprint Denver* classifies Ogden Street as local or Undesignated Future Street Type which, “are most often characterized by residential uses” (p. 161). The proposed U-SU-B1 district is consistent with this street type because it allows for residential and accessory uses.

**Blueprint Denver Growth Strategy**



*Blueprint Denver's* growth strategy map shows the aspiration for distributing future growth in Denver (p. 51). The subject property is part of the "All other areas of the city" growth area. These areas anticipate experiencing around 20% of new housing growth and 10% of new employment growth by 2040" (p. 51). This growth area contains "mostly residential areas with embedded local centers and corridors (that) take a smaller amount of growth intended to strengthen the existing character of our neighborhoods" (p. 49). The proposed U-SU-B1 zone district allowing an ADU is appropriate in this growth area as it will minimally contribute to development intensity in the neighborhood while maintaining the area's single-family residential character and is therefore consistent with the growth strategy.

**Blueprint Denver Strategies**

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

- Housing 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).
- Housing Policy 5: "Remove barriers to constructing accessory dwelling units and create context-sensitive form standards." (p. 84).

In this case, the requested rezoning is a single lot in a residential area less than one-quarter mile from a bus stop. This rezoning to an ADU zone district will have minimal impacts on the character of the surrounding neighborhood and is consistent with *Blueprint Denver* recommendations. In addition, the rezoning of the subject property will remove the prohibition on the construction of an accessory dwelling unit.

**Small Area Plan: West Washington Park Neighborhood Plan (1991)**

This neighborhood plan was adopted in 1991 and is applicable to the subject property. This plan is silent on ADUs specifically, however, the proposed rezone is consistent with Residential Land Use Recommendation #4 which states “Include compatible setbacks, significant buffering, and landscaping in site plans for new moderate density residential development to ensure compatibility with adjacent low-density residential uses” (p.18). The proposed zone district allows for compatible, low-density residential development with its allowances for the Urban House primary building form and detached ADU building form.

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

The proposed rezoning to U-SU-B1 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” (p. 84). The proposed rezoning would also provide the benefit of an additional housing unit that is compatibly integrated into the surrounding neighborhood. The building form standards and allowed uses of the proposed zone district promote compatibility with the building forms and uses allowed in the surrounding area.

**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-B1 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, Division 5.1). These areas consist of “regular pattern of block shapes” and “a consistent presence of alleys” (DZC, Division 5.1). The Washington Park West neighborhood consists of mostly single and two-unit residential uses in rectangular blocks with alley access. The proposed rezoning to U-SU-B1 is consistent with the neighborhood context description.

According to DZC Section 5.2.2.1, General Purpose, the intent of the residential zone districts is to “promote and protect residential neighborhoods within the character of the Urban neighborhood context.” Further, “the regulations provide certainty to property owners, developers, and neighborhoods about the limits of what is allowed in a residentially-zoned area. These regulations are also intended to reinforce desired development patterns in existing neighborhoods while accommodating reinvestment.”

The specific intent of the U-SU-B1 zone district is “a single unit district allowing urban houses and detached accessory dwelling units with a minimum zone lot area of 4,500 square feet. Blocks typically have a consistent pattern of 37.5-foot-wide lots. Setbacks and lot coverage standards accommodate front and side yards similar to U-SU-B but allowing a detached accessory dwelling unit building form in the rear yard” (DZC Section 5.2.2.2.H.). The subject site is in an area where Urban Houses are common. The site at 1089 South Ogden Street is 4,750 square feet with a width of approximately 37.5 feet. The adopted plan direction recommends allowing detached accessory dwelling units. Therefore, rezoning this site would be consistent with the general purpose and 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 APPLICATION		<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION	
Property Owner Name	Catherine Weaver	Representative Name	
Address	1089 S Ogden St	Address	
City, State, Zip	Denver, CO 80209	City, State, Zip	
Telephone	850-566-8059	Telephone	
Email	cfsandon@gmail.com	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):	1089 S Ogden St		
Assessor's Parcel Numbers:	05143-20-018-000		
Area in Acres or Square Feet:	4750 sq ft or .10 acres		
Current Zone District(s):	U-SU-B		
PROPOSAL			
Proposed Zone District:	U-SU-B1		
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>via email Oct 28 2022</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> <u>West Washington Park Neighborhood Plan</u></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 Blueprint Denver 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-B1</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
Catherine Sandon Weaver and Robert Mackenzie Weaver	1089 S Ogden Street Denver, CO 80209 850-566-8059 cfsandon@gmail.com	100%	<i>[Signature]</i> <i>[Signature]</i>	10/31/2022	(c)	NO

Last updated: November 10, 2020

Return completed form to [rezoning@denvergov.org](mailto:rezoning@denvergov.org)

201 W. Colfax Ave., Dept 205  
Denver, CO 80202  
720-865-2974 • [rezoning@denvergov.org](mailto:rezoning@denvergov.org)

LEGAL DESCRIPTION

LOT 27 AND THE NORTH HALF OF LOT 26, BLOCK 10, J.P. FARMER'S ADDITION TO THE CITY OF DENVER, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

-Contacted Jolon Clark City Council 7 via email on Oct 28<sup>th</sup>, 2022 explaining the project. He replied on Oct 31<sup>st</sup> with a neighborhood update.

-Sent a letter to West Wash Park Neighborhood Association explaining the project on Oct 31<sup>st</sup>.

-Sent letter to five surrounding neighbors (1079 S Ogden St, 1091 S Ogden St, and 1080, 1084 and 1090 S Emerson St explaining the project.

Narrative: My husband and I recently sold our townhouse on S Penn and bought our dream home on S Ogden. We love the neighborhood and Colorado but both our parents live in Florida and they are getting older. We would like to demo our existing detached two car garage and rebuild with an ADU on top. In order to do that, we need to get our property re-permitted to allow us to build an ADU so my parents can stay there and we can take care of them as we grow our own family here in Colorado.

#### Tentative Site Plans:





## LAND TITLE GUARANTEE COMPANY

Date: August 24, 2022

Subject: Attached Title Policy ROBERT MACKENZIE WEAVER AND CATHERINE SANDON WEAVER for 1089 SOUTH OGDEN STREET, DENVER, CO 80209

Enclosed please find the Owner's Title Insurance Policy for your purchase of the property listed above.

This title policy is the final step in your real estate transaction, and we want to take a moment to remind you of its importance. Please review all information in this document carefully and be sure to safeguard this policy along with your other legal documents.

Your owner's policy insures you as long as you own the property and requires no additional premium payments.

Please feel free to contact any member of our staff if you have questions or concerns regarding your policy, or you may contact Land Title Policy Team at (303) 850-4158 or [finals@ltgc.com](mailto:finals@ltgc.com)

As a Colorado-owned and operated title company for over 50 years, with offices throughout the state, we take pride in serving our customers one transaction at a time. We sincerely appreciate your business and welcome the opportunity to assist you with any future real estate needs. Not only will Land Title be able to provide you with the title services quickly and professionally, but you may also be entitled to a discount on title premiums if you sell or refinance the property described in the enclosed policy.

Thank you for giving us the opportunity to work with you on this transaction. We look forward to serving you again in the future.

Sincerely,

Land Title Guarantee Company



# OWNER'S POLICY OF TITLE INSURANCE

ANY NOTICE OF CLAIM AND ANY OTHER NOTICE OR STATEMENT IN WRITING REQUIRED TO BE GIVEN TO THE COMPANY UNDER THIS POLICY MUST BE GIVEN TO THE COMPANY AT THE ADDRESS SHOWN IN SECTION 18 OF THE CONDITIONS.

## COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, LAND TITLE INSURANCE CORPORATION, a Colorado corporation, (the "Company"), insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the title; This covered Risk includes but is not limited to insurance against loss from
  - a. A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - b. The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - c. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A. The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Issued by:  
Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
(303)321-1880

Craig B. Rants, Senior Vice President



Land Title Insurance Corporation  
P.O.Box 5645  
Denver, Colorado 80217  
(303)331-6296

John E. Freyer, Jr  
President

AMERICAN  
LAND TITLE  
ASSOCIATION



Tracy M. Sickels, Secretary

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AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY Adopted 6-17-06

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (1)(a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- (2) Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- (3) Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- (4) Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- (5) Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenue, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A. "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

#2022i-00231

November 22, 2022 \$1,000 PD CC

## 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

## 5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## 6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligation to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

## 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in the subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expensed incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

## 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

## 9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

## 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

## 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

## 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

## 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

## 14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons, Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

## 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim or loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

## 16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

## 17. CHOICE OF LAW; FORUM

#2022i-00231

(a) Choice of Law; The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum; Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

## **18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: P.O. Box 5645, Denver, Colorado 80217

ANTI-FRAUD STATEMENT: Pursuant to CRS 10-1-128(6)(a), it is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed to and made a part of this policy.

Applies to policies in excess of \$500,000.00.

This Certificate is attached to and constitutes a part of The Title Insurance Policy of Land Title Insurance Corporation. In consideration of the premium paid under this policy, it is here by understood and agreed that OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY assumes liability under this policy for all loss in excess of \$500,000.00. In the event of any valid claim under this policy by reason of loss or damage insured against in excess of \$500,000.00, such excess loss shall be assumed and paid by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY in the same manner and to the same extent as if such excess loss had been insured by a policy of OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY. IN WITNESS WHEREOF the OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused this certificate to be executed by its duly authorized officers.



Old Republic National Title Insurance Company, a Stock Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401  
(612)371-1111

A handwritten signature in black ink, appearing to read 'Mark Bilbrey'.

Mark Bilbrey, President

A handwritten signature in black ink, appearing to read 'Rande Yeager'.

Rande Yeager, Secretary

**Land Title Insurance Corporation**  
**Schedule A**

**Order Number:** K70777717

**Policy No.:** 70777717.22618865OX

**Amount of Insurance:** \$895,000.00

**Property Address:**

1089 SOUTH OGDEN STREET, DENVER, CO 80209

**1. Policy Date:**

July 19, 2022 at 5:00 P.M.

**2. Name of Insured:**

ROBERT MACKENZIE WEAVER AND CATHERINE SANDON WEAVER

**3. The estate or interest in the Land described in this Schedule and which is covered by this policy is:**

A FEE SIMPLE

**4. Title to the estate or interest covered by this policy at the date is vested in:**

ROBERT MACKENZIE WEAVER AND CATHERINE SANDON WEAVER

**5. The Land referred to in this Policy is described as follows:**

LOT 27 AND THE NORTH HALF OF LOT 26, BLOCK 10, J.P. FARMER'S ADDITION TO THE CITY OF DENVER,  
CITY AND COUNTY OF DENVER, STATE OF COLORADO.

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**Land Title Insurance Corporation**  
**(Schedule B)**

Order Number: K70777717

Policy No.: 70777717.22618865OX

**This policy does not insure against loss or damage by reason of the following:**

1. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
2. 2022 TAXES AND ASSESSMENTS NOT YET DUE OR PAYABLE.
3. THE EFFECT OF ORDINANCE NO. 689, SERIES OF 2008, AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FOR THE WEST WASHINGTON PARK AREA, RECORDED DECEMBER 19, 2008 AT RECEPTION NO. [2008169817](#).
4. MATTERS DISCLOSED ON IMPROVEMENT LOCATION CERTIFICATE ISSUED BY COLORADO ENGINEERING & SURVEYING, INC. CERTIFIED JUNE 21, 2022, JOB NO. 2022-1350 INCLUDING, BUT NOT LIMITED TO ADJOINER'S CONCRETE AND METAL COVER ENCROACH OVER THE PROPERTY LINE, ADJOINER'S PAVERS ENCROACH OVER THE PROPERTY LINE, FENCES ARE NOT COINCIDENT WITH THE LOT LINES.  
SAID DOCUMENT STORED AS OUR IMAGE [50565774](#).
5. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN LICENSE AGREEMENT RECORDED JULY 18, 2022 UNDER RECEPTION NO. [2022095482](#).
6. DEED OF TRUST DATED JULY 14, 2022, FROM ROBERT MACKENZIE WEAVER AND CATHERINE SANDON WEAVER TO THE PUBLIC TRUSTEE OF DENVER COUNTY, COLORADO FOR THE USE OF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR MEGASTAR FINANCIAL CORP. TO SECURE THE SUM OF \$716,000.00 RECORDED JULY 19, 2022, UNDER RECEPTION NO. [2022096125](#).

**Endorsement**

**Attached to Policy Number 70777717.22618865OX**

**Our Order Number 70777717**

**issued by Land Title Insurance Corporation**

The Company hereby modifies the Policy as follows:

If there is a one-to-four family residential structure or condominium unit on the Land at Date of Policy, the Amount of Insurance shown in Schedule A will automatically increase by 10% on each of the first five anniversaries of the Date of Policy.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

**Land Title Insurance Corporation**

**By: LAND TITLE GUARANTEE COMPANY**



By:

Craig B. Rants, Senior Vice President

# 1089 S OGDEN ST

**Legal Description** Lot 27 & North 1/2 OF 26 BLK 10 J P FARMERS ADDITION

**CITY AND COUNTY OF DENVER, COLORADO  
REGISTERED NEIGHBORHOOD ORGANIZATION  
POSITION STATEMENT**

Following a vote of the Registered Neighborhood Organization, please complete this form and email to [rezoning@denvergov.org](mailto:rezoning@denvergov.org). You may save the form in \*.pdf format if needed for future reference. Questions may be directed to planning staff at [rezoning@denvergov.org](mailto:rezoning@denvergov.org) or by telephone at 720-865-2974.

Application Number	#2022i-00231
Location	1089 S Ogden St
Registered Neighborhood Organization Name	Strong Denver
Registered Contact Name	John Inzina
Contact Address	1255 N Ogden St APT 102, Denver, CO 80218
Contact E-Mail Address	DenverVoters@gmail.com
Date Submitted	1/2/23

As required by DRMC § 12-96, a meeting of the above-referenced Registered Neighborhood Organization

was held on  , with  members in attendance.

With a total of  members voting,

voted to support (or to not oppose) the application;

voted to oppose the application; and

voted to abstain on the issue.

It is therefore resolved, with a total of  members voting in aggregate:

The position of the above-referenced Registered Neighborhood Organization is that Denver City Council

Application #  .

Comments:

# Planning Board Comments



Submission date: 15 February 2023, 7:17PM  
Receipt number: 483  
Related form version: 3

## Your information

Name	Rebecca Sutherland
Address or neighborhood	1084 S Emerson St
ZIP code	80209
Email	ras652@gmail.com

## Agenda item you are commenting on

Rezoning

## Rezoning

Address of rezoning	1089 S. Ogden Street Denver CO 80209
Case number	20221-00231

## 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? **Moderate opposition**

Your comment:

**Our moderate opposition is based on current circumstances in which current occupants of 1089 S. Ogden Street leave their trash and recycling bins in the alley throughout the week, against city regulations. This makes the alley crowded and there is often litter left around their bins that we've had to clean up repeatedly. If current occupants and any additional occupants will adhere to city regulations and keep their bins on their property except during designated trash pick up windows, we will have no objection to this plan.**

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



Submission date: **24 February 2023, 12:04PM**  
Receipt number: **486**  
Related form version: **3**

## Your information

Name	Sara Mihan
Address or neighborhood	1091 S. Ogden St.
ZIP code	80209
Email	saramihan@gmail.com

## Agenda item you are commenting on

Rezoning

## Rezoning

Address of rezoning	1089 S Ogden St
Case number	2022I-00231

## 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:

We currently reside at 1091 S. Ogden street and are direct neighbors of the house requesting to build an ADU. We are concerned about changing the zoning and building the ADU in the yard directly next to ours.

We moved to West Wash Park because of its relatively less busy nature. We do not have the issues of neighborhoods closer to downtown, with a lack of parking, noise, traffic, and general hecticness caused by overly dense housing. Additionally, ADUs further open the door to short-term rentals, which can severely shift the makeup of the neighborhood from people who are personally invested in making the community thrive, to those that are just passing through. We believe allowing ADUs in the community will bring those density and transitory issues to our community.

Such a significant shift in the neighborhood should be brought up at a wider level and approved holistically by the people who live here. This way, the entire community has a say in the future path of the community and can also include planning and guard rails to mitigate density issues. We are concerned adding ADUs one by one, by exception only, will erode the feel of our neighborhood that we love so much.

Additionally, having a large structure right next door does impact our privacy and visibility in our backyard. Plus, the occupants would have no way to enter but to park on the side of our house and entering through alley. So, there is also an impact on our privacy and general quietness.

We respectfully request that this re-zoning be denied due to our personal impact and also the broader lack of an overall plan to add ADUs to this West Washington Park.

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



Submission date: **24 February 2023, 1:32PM**  
Receipt number: **487**  
Related form version: **3**

## Your information

Name	Tina Magagna
Address or neighborhood	1101 S Ogden St
ZIP code	80210
Email	tm-hunter@hotmail.com

## Agenda item you are commenting on

Rezoning

## Rezoning

Address of rezoning	1089 South Ogden
Case number	#20221-00231

## 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:

To: Denver Planning Board

We are writing to express our concerns and objections to the proposed rezoning of 1089 South Ogden from U-SU-B to U-SU-B1.

We bought our home in 2005 based on the charm of being in a safe, family oriented, residential community. Through the years we've been in favor of property improvements and have seen wonderful additions and remodels to our neighbors' single-family homes. However, creating an accessory dwelling unit (ADU) only increases the density of our neighborhood, negatively impacting the surrounding neighbors (by increasing the number of rentals, both short-term and long-term) and would disturb this sense of community. Rental units tend to have higher turnover, and, in general, tenants are not as invested in the long-term betterment of the neighborhood. While the application indicates that the ADU would help achieve the goal of providing equitable and affordable housing to Denver residents, the application also states they plan to use it to accommodate guests; this could also be achieved by adding a guest room to their existing home. Regardless, the primary purpose of most ADUs is to generate rental income. Per the Denver Community Planning & Rezoning Guide, this variance request does not show an unnecessary hardship via unusual conditions, as profitable use of a property (for example, by adding an ADU) is not grounds for granting a variance, and this building plan is not compatible with the existing neighborhood. Granting a variance for this ADU would set a bad precedent and change the character of our neighborhood. Therefore, we respectfully request the denial of this application.

Thank you,

Tina Magagna & Brian Hunter  
1101 South Ogden St.  
Denver, CO. 80210

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



Submission date: **1 March 2023, 10:07AM**  
Receipt number: **490**  
Related form version: **3**

## Your information

Name	Kelly Snyder
Address or neighborhood	1100 S. Ogden St.
ZIP code	80210
Email	kelly80210@gmail.com

## Agenda item you are commenting on

Rezoning

## Rezoning

Address of rezoning	1089 Ogden St.
Case number	2022I-00231

## 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:

I live directly adjacent to 1089, on the South side of Ogden. My concern is that the new owners may be seeking to rezone the property so that they can live in the main property and rent out the accessory dwelling unit, or that an absentee landlord may possibly rent out both. I also have concerns about the accessory dwelling unit being used for short-term rentals. As a single mother raising a daughter alone, I worry about types of people such rentals attract. Being very close to the University of Denver, my experience has been that rentals in our neighborhood tend to attract students (one of whom will officially rent the property but then cram 4 - 5 other students into the property to reduce their costs). Absentee landlords have been aware of these situations and done nothing to address them, leaving residents to deal with the noise from the constant partying, the trash strewn across our lawns, the dangers posed by drunk college students stumbling out of a party and getting in their cars to drive home, etc. A few years ago, a party-goer drove his motorcycle across my front lawn to get to the house next door, tearing up the grass. I've awoken to beer cans and broken glass in my yard from the party next-door the night before, had the bushes in front of my house "tee-peed" when someone got the address of their college rival wrong, been awoken at 2 am to "party" buses arriving with a busload of drunken students, and watched extremely drunk college students leave a party at midnight, pile into their cars (parked all along our street) and drive to a bar or club for round two. Addressing these violations is difficult and time-consuming, and turns into a full-time job because as soon as you get one out, another one moves in and does the same thing. I bought my home in this neighborhood 2003 because I wanted a single-family home in a residential neighborhood to raise my children. Between the housing prices in Denver and the current interest rates, I can't afford to move. I don't want to raise my daughter next to a frat house. Please do not approve this rezoning application.

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.