

## 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 FEE PAYMENT***		<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION <input type="checkbox"/> CHECK IF POINT OF CONTACT FOR FEE PAYMENT***	
Property Owner Name		Representative Name	
Address		Address	
City, State, Zip		City, State, Zip	
Telephone		Telephone	
Email		Email	
*All standard zone map amendment applications must be initiated by owners (or authorized representatives) of at least 51% of the total area of the zone lots subject to the rezoning. See page 4.		**Property owner shall provide a written letter authorizing the representative to act on his/her behalf.  ***If contact for fee payment is other than above, please provide contact name and contact information on an attachment.	
SUBJECT PROPERTY INFORMATION			
Location (address):			
Assessor's Parcel Numbers:			
Area in Acres or Square Feet:			
Current Zone District(s):			
PROPOSAL			
Proposed Zone District:			
PRE-APPLICATION INFORMATION			
In addition to the required pre-application meeting with Planning Services, did you have a concept or a pre-application meeting with Development Services?		<input type="checkbox"/> Yes - State the contact name & meeting date _____ <input type="checkbox"/> No - Describe why not (in outreach attachment, see bottom of p. 3)	
Did you contact the City Council District Office regarding this application ?		<input type="checkbox"/> Yes - if yes, state date and method _____ <input type="checkbox"/> No - if no, describe why not (in outreach attachment, see bottom of p. 3)	

## REZONING REVIEW CRITERIA (ACKNOWLEDGE EACH SECTION)

<p>General Review Criteria DZC Sec. 12.4.10.7.A</p> <p>Check box to affirm <b>and</b> include sections in the review criteria narrative attachment</p>	<p><input 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>Please provide a review criteria narrative attachment describing <b>how</b> the requested zone district is consistent with the policies and recommendations found in <b>each</b> of the adopted plans below. Each plan should have its' own subsection.</p> <p><b>1. Denver Comprehensive Plan 2040</b></p> <p>In this section of the attachment, describe <b>how</b> the proposed map amendment is consistent with <i>Denver Comprehensive Plan 2040's</i> a) equity goals, b) climate goals, and c) any other applicable goals/strategies.</p> <p><b>2. Blueprint Denver</b></p> <p>In this section of the attachment, describe <b>how</b> the proposed map amendment is consistent with: a) the neighborhood context, b) the future place type, c) the growth strategy, d) adjacent street types, e) plan policies and strategies, and f) equity concepts contained in <i>Blueprint Denver</i>.</p> <p><b>3. Neighborhood/ Small Area Plan and Other Plans (List all from pre-application meeting, if applicable):</b></p> <hr/>
<p>General Review Criteria: DZC Sec. 12.4.10.7. B &amp; C</p> <p>Check boxes to the right to affirm <b>and</b> include a section in the review criteria for Public Health, Safety and General Welfare narrative attachment.</p>	<p><input 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 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>In the review criteria narrative attachment, please provide an additional section describing <b>how</b> the requested rezoning furthers the public health, safety and general welfare of the City.</p>
<p>Review Criteria for Non-Legislative Rezoning: DZC Sec. 12.4.10.8</p> <p>For Justifying Circumstances, check box and include a section in the review criteria narrative attachment.</p> <p>For Neighborhood Context, Purpose and Intent, check box <b>and</b> include a section in the review criteria narrative attachment.</p>	<p><b>Justifying Circumstances - One of the following circumstances exists:</b></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 of 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"/> Since the date of the approval of the existing Zone District, there has been a change to such a degree that the proposed rezoning is in the public interest. Such change may include:</p> <p style="padding-left: 20px;">a. Changed or changing conditions in a particular area, or in the city generally; or,</p> <p style="padding-left: 20px;">b. A City adopted plan; or</p> <p style="padding-left: 20px;">c. That the City adopted the Denver Zoning Code and the property retained Former Chapter 59 zoning.</p> <p><input type="checkbox"/> It is in the public interest to encourage a departure from the existing zoning through application of supplemental zoning regulations that are consistent with the intent and purpose of, and meet the specific criteria stated in, Article 9, Division 9.4 (overlay Zone Districts) of this Code.</p> <p>In the review criteria narrative attachment, please provide an additional section describing the selected justifying circumstance. If the changing conditions circumstance is selected, describe changes since the site was last zoned. Contact your pre-application case manager if you have questions.</p> <p><input 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>In the review criteria narrative attachment, please provide a separate section describing <b>how</b> the rezoning aligns with a) the proposed district neighborhood context description, b) the general purpose statement, and c) the specific intent statement found in the Denver Zoning Code.</p>

**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 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.
- ☐ Review Criteria Narratives. See page 2 for details.


**ADDITIONAL ATTACHMENTS (IF APPLICABLE)**

Additional information may be needed and/or required. Please check boxes below identifying additional attachments provided with this application.

- ☐ **Written narrative explaining reason for the request** (optional)
- ☐ **Outreach documentation attachment(s).** Please describe any community outreach to City Council district office(s), Registered Neighborhood Organizations (RNOs) and surrounding neighbors. If outreach was via email- please include email chain. If the outreach was conducted by telephone or meeting, please include contact date(s), names and a description of feedback received. If you have not reached out to the City Council district office, please explain why not. (optional - encouraged )
- ☐ **Letters of Support.** If surrounding neighbors or community members have provided letters in support of the rezoning request, please include them with the application as an attachment (optional).
- ☐ **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 a corporate entity such as an LLC as the owner, this document is required.)
- ☐ **Other Attachments.** Please describe below.

# REZONING GUIDE

Rezoning Application Page 4 of 4

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>	01/12/20	(A)	YES
						

January 5, 2023

City and County of Denver  
Community Planning and Development  
Attn: Tony Lechuga  
201 W. Colfax Ave., Dept. 205  
Denver, CO 80202

Re: Cover Letter to 535 E. Mexico Avenue, Rezoning Application to U-MS-2x

Mr. Lechuga:

We represent Venture Architecture, Inc. (“Venture”) with respect to the enclosed application to rezone the 2,907 sq. ft. parcel located at 535 E. Mexico Avenue (the “Property”) in the Old South Pearl Street area of the City and County of Denver, Colorado (the “City”) from Planned Unit Development (“PUD”) to U-MS-2x (the “Rezoning”). 535 East Mexico, LLC, a Colorado limited liability company, d/b/a 535 East Mexico Avenue, LLC, a Colorado limited liability company, which is an affiliate of Venture, owns the Property.

This letter is provided as part of the application for the Rezoning and to provide the City with additional information that may aid City staff and City Council in reviewing and approving the application.

### **BACKGROUND**

The Property was zoned PUD #165 in 1985, updated in 1991 to PUD #316. The only use allowed under the old PUD #165 was operation of a carpet cleaning and sales business. PUD #316 expanded the allowed uses to include a limited number of B-2 and B-1 uses, but even with the update, the existing zoning remains outdated and antiquated. PUD #316 is pursuant to Former Chapter 59 (the “Former Chapter 59 Code”).

The primary driving force behind the Rezoning is the opportunity for the Property to come under and comply with the current Denver Zoning Code (the “Code”), and to allow for Venture to expand its building and business at this location. The existing PUD #316 is difficult to interpret and administer for both Venture and the City; its limited allowed uses and the prescriptive site plan requirements are out of step with the City’s updated vision of how zoning should regulate the built environment. As a result, eliminating PUD #316 Former Chapter 59 Code zoning furthers City goals. As further discussed below, the other precursor to this Rezoning is Venture’s desire to replace the current building with a new building for its business to expand and remain at this location.

The properties surrounding the Property are zoned U-TU-C to the west, north and east, and U-MS-2x and U-SU-B1 to the south. While Venture’s use is commercial, it is located in an area

characterized by a rich mixture of small-scale uses, including both single-unit and multi-unit residential, commercial/retail, public/quasi-public uses and surface parking.

Venture acquired the Property in September 2007, and since January 2008 has used the location as the office for its architecture firm, Venture Architecture, Inc. Headed by Martin Goldstein, Venture Architecture is a Denver-based architecture and design firm of nine employees with a diverse portfolio including projects from new corporate headquarters and tenant improvement office spaces to mixed and adaptive re-use, to multi-family, as well as K-12 independent education. Venture Architecture is an active member of the Old South Pearl Street business community.

### **EXPANSION**

There are no current plans to sell the Property. Although not formally part of the Rezoning analysis, Venture plans to concurrently apply for Site Development Plan (“**SDP**”) approval to replace the current building with a new two-story office building in its place (the “**Expansion**”). The Expansion will accommodate Venture’s growing business while allowing it to stay in its current location. The current PUD regulations are very unclear as to where additions are allowed to be constructed on the Property, among other uncertainties, necessitating either a rezoning or an amendment to PUD #316 in order to move forward.

As envisioned, the Expansion would bring the edge of the building structure from the interior of the lot to the property line, near the adjacent sidewalks of both S. Pearl Street and E. Mexico Ave. This will allow Venture to remove the existing curb cut on its frontage and replace it with continuous sidewalk. From a pedestrian’s perspective, the Expansion will feel consistent with the small commercial and residential uses that define the character of the Old South Pearl Street area.

Additionally, the Expansion would preserve the existing, adjacent open space and front-window view of the neighboring property to the west, which was important to that owner. It also would create additional space between the Property and the property to the west by creating a courtyard space between the two properties.

### **NEIGHBORHOOD OUTREACH**

Venture has been proactive in its community outreach activities. Beginning in March 2019, Mr. Goldstein met with the Platt Park People’s Association (3PA), to discuss Venture’s initial rezoning application to U-MS-2x. While Mr. Goldstein had the impression the conversations went well, before the Planning Board hearing, 3PA submitted a letter to the City in opposition to the U-MS-2x rezoning, instead wanting to amend the PUD. Considering this, Venture postponed the Planning Board hearing and eventually withdrew the U-MS-2x application to provide for additional time to discuss rezoning options with 3PA.

Since that time, Mr. Goldstein has explored amending the PUD with the City and looked at alternative zone districts for the rezoning. Amending the PUD was not a preferred option by City staff. Therefore, U-MX-2x was discussed at that time to be another potentially appropriate zone district allowing for the Expansion. In May 2022, Venture applied for rezoning to U-MX-2x but,

after further discussions with 3PA, withdrew the application in August 2022 to allow for provide more time for discussions with 3PA and the property owner to the west.

After further discussions in the summer and later in 2022, 3PA and the neighbor to the west are in support of an application for U-MS-2x rezoning. 3PA has voted to provide a letter of support based on a September 2022 vote once this application is submitted. 3PA has also reviewed the planned Expansion. While not a part of the rezoning, Venture wanted to ensure they were aware of the proposed building plans intended from this rezoning effort. Venture appreciates this support as has prioritized finding a rezoning solution for this Property that works for Venture's business and also the neighborhood.

In addition, Venture has engaged its neighbor immediately to the north regarding the Rezoning and Expansion, and she has also expressed support for the proposed Property updates. Venture has also engaged its neighbor immediately to the west regarding the Rezoning and Expansion and they provided an email in support. This neighbor has since put their house up for sale.

On October 15, 2018, again on August 7, 2020, and most recently on January 3, 2023, Venture met with Denver City Councilman Jolon Clark, who represents the District in which the Property is located. Venture will continue to meet with 3PA and, if necessary, individual neighbors, for the duration of the Rezoning process.

## **ANALYSIS**

For the Rezoning of the Property from PUD #316 under the Former Chapter 59 Code to U-MS-2x in the current Code, City Council may approve a zone map amendment if the proposed rezoning complies with specified criteria. Code, § 12.4.10.7. What follows is an analysis of how the application for the Rezoning satisfies each of these criteria.

### **I. Criteria for Zone Map Amendments**

City Council may approve an official zone map amendment if the proposed rezoning complies with specified criteria. Code, § 12.4.10.7. The Rezoning of the Property U-MS-2x complies with those criteria, as explained in detail below.

1. 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 the adoption of the City's plan.

The Rezoning of the Property to U-MS-2x is consistent with the City's adopted plans.

#### *a. Comprehensive Plan 2040*

The City's Comprehensive Plan 2040 (the "**Comp Plan 2040**") is the vision for Denver and its people for the next twenty years. The vision is composed of six elements that set long-term, integrated goals to guide the future of the City and provide guidance for City leaders, institutions and community members to shape the City. The Rezoning aligns closely with several of these elements, including, but not limited to:

- Economically Diverse and Vibrant
  - Goal 1: Ensure economic mobility and improve access to opportunity.
    - Strategy A. Support business development and grow the talent necessary to compete in the global economy.

The Rezoning will allow Venture to improve Property to meet its needs without needing to conform to the outdated requirements of PUD #316 or undertake a rezoning at that time. This will better support economic mobility and improve access to opportunity than if the Rezoning were not granted.

- Economically Diverse and Vibrant
  - Goal 3: Sustain and grow Denver’s local neighborhood businesses.
    - Strategy A. Promote small, locally-owned businesses and restaurants that reflect the unique character of Denver.

Approval of the Rezoning will support Venture’s long-term presence in its current location. This in itself promotes a small, locally-owned business. Further, the Rezoning supports the diversity and stability of Old South Pearl Street business community, as this business community relies on committed, locally owned and operated businesses like Venture for its membership and ongoing activities.

- Economically Diverse and Vibrant
  - Goal 4: Ensure Denver has a productive, educated, competitive and knowledgeable workforce.
    - Strategy A. Develop a highly trained local workforce with the skills and knowledge to effectively compete for a diverse range of local jobs

Venture provides skilled jobs to Denver residents. As an architecture firm, Venture employs and trains highly educated, mobile individuals who can compete for a diverse range of jobs in the architecture and design industries. Support of the Rezoning is de facto support of Venture as a business, which will allow it to continue its current employment practices, which are aligned with Comp Plan 2040.

- Connected, Safe and Accessible Places
  - Goal 2: Provide a safe transportation system that serves all users.
    - Strategy B. Build streets that are safe for everyone, especially for the most vulnerable, including the elderly, those with disabilities and children.

Subject to the Rezoning, the Expansion will activate the Property’s street frontage and invite pedestrian and bicycle traffic across a new and unbroken portion of sidewalk, which creates a more pedestrian-friendly environment than what currently exists. In addition, the removal of the existing curb-cut separates pedestrians from the pathway of vehicular traffic pulling into the Property’s existing off-street parking spaces. This alteration will improve public safety by minimizing the chance of accidents in this location.



- Strong and Authentic Neighborhoods
  - Goal 2: Enhance Denver’s neighborhoods through high-quality urban design.
    - Strategy D. Use urban design to contribute to economic viability, public health, safety, environmental well-being, neighborhood culture, and quality of life.

As previously mentioned, Venture Architecture has been a staple of the Old South Pearl Street neighborhood since 2008. Since that time, it has continuously invested in improving the Property. In 2014, Venture installed a new concrete patio and landscaping, as well as raised the building’s parapet to better screen rooftop equipment and installed a branded company sign in compliance with Code requirements. Further interior improvements have followed, demonstrating Venture’s ongoing commitment to the high visual quality and economic success of the neighborhood through quality urban design. However, the current PUD limits Venture’s ability to make additional exterior improvements. The Rezoning will allow Venture to further improve the urban design of the Property via the Expansion by enhancing the building’s relationship to the street along Old South Pearl Street and E. Mexico Ave. and improving the pedestrian experience, becoming a better neighborhood amenity.

The above list demonstrates the extent to which the Rezoning is consistent with many of the general tenets of the Comp Plan 2040.

b. *Blueprint Denver*

Blueprint Denver: A Blueprint for an Inclusive City (“**Blueprint**”) implements and provides further structure around the six elements that comprise the vision for Denver set forth in Comp Plan 2040 and sets forth the recommendations and strategies for achieving the six elements of the City’s vision. The Rezoning aligns closely with many of the strategies and recommendations in Blueprint, including, but not limited to:

- Land Use & Built Form: General 03 – Ensure the Denver Zoning Code continues to respond to the needs of the City, while remaining modern and flexible. Strategies for implementing this recommendation include rezoning properties from the Former Chapter 59 Code so that the entire City is covered by the Code, including continuing to incentivize owners to come out of the Former Chapter 59 Code.
  - The Rezoning would accomplish this goal by bringing the Property from under the existing PUD to current Code. This furthers Blueprint’s goal of having modern, flexible and uniform land use regulations.
- Land Use & Built Form: Economics 02 – Improve equitable access to employment areas throughout the city to ensure all residents can connect to employment opportunities. Strategies for implementing this recommendation include promoting affordable and family-friendly housing, as well as a full range of job opportunities, and providing opportunities for new locally-owned businesses.
  - The Rezoning will provide Venture an opportunity to grow its business in its current neighborhood setting. As emphasized in this Blueprint goal, having businesses located across the City, and not only in the downtown or other business centers, is important to equitable access to employment.

- Land Use & Built Form: Design Quality 02 – Ensure residential neighborhoods retain their unique character as infill development occurs. This includes the use of design overlays as targeted tools in developing or redeveloping areas that have a specific design vision.
  - The Rezoning will allow context-appropriate adaptation and redevelopment of the Property. This will ensure that the surrounding neighborhood retains its unique character, even as changes on the Property take place.
- Land Use & Built Form: Design Quality 04 – Ensure an active and pedestrian-friendly environment that provides a true mixed-use character in centers and corridors.
  - The Rezoning is the first step in a process that will allow construction of a new and unbroken portion of sidewalk across the Property’s street front and the Expansion will bring the building out to the street, both creating a more active and pedestrian-friendly environment than what currently exists.
- Mobility: 01 – Encourage mode-shift – more trips by walking and rolling, biking and transit – through efficient land use and infrastructure improvements. Strategies to implement this recommendation include increasing the number of services and amenities by integrating more local centers and corridors into residential areas and promoting mixed-use development.
  - Venture’s current business is a perfect example of a local center. A small business employer embedded within an existing neighborhood. The Rezoning would allow Venture to stay in its current location and expand, increasing the services and amenities to the surrounding neighborhood and beyond, and ensuring South Pearl Street maintains its signature mixed-use character.
  - Similar to the above point, the Rezoning will allow improvements to be made to the pedestrian experience along the Property’s frontage that will encourage more trips in this area of Old South Pearl Street via walking, rolling and biking transit.

Blueprint includes a Neighborhood Contexts Map and a Places Map. The Property is designated “Urban” in the Neighborhood Context Map and “Local Corridor” in the Places Map. The land use and built form in Urban is described as where “Small multi-unit residential and low-intensity mixed-use buildings are typically embedded in single-unit and two-unit residential areas. [. . .] Mixed-use buildings are sited in a pedestrian-friendly manner near the street.” p. 222. Further, “These areas offer access to neighboring areas and commercial nodes, with some small mixed-use nodes within the neighborhood.” p. 221. Local Corridor is described as being consistent with the character of the surrounding area in scale and design and having an active street level presence and mix of uses. The Property’s current and proposed Expansion and use under the SDP meet this intent as a low-intensity mixed-use building.

Blueprint further details that buildings located in Local Corridor within the Urban Context “have a distinctly linear orientation along the street with very shallow setbacks. The scale is intimate with a focus on the pedestrian.” p. 228. While Local Corridor primarily provides options for dining, entertainment and shopping, it also includes some residential and employment uses. Further, “The public realm is typically defined by lower-scale buildings with active frontages. Heights are generally up to 3 stories.” *Id.* This language is consistent with the Rezoning. The Property and the

Expansion comprise a small commercial use embedded in a low-density, primarily residential and mixed-use area. With the removal of the curb cut and parking as described above in conjunction with the Expansion, the Property will be distinctly pedestrian-friendly. Further, the Expansion will bring the new building to the street, create the side courtyard to benefit the Property and neighboring property, and the employment uses of Venture Architecture meet the plan goals and community benefits being sought in Blueprint.

Regarding the Growth Areas Strategy of Blueprint, the Property is located within the area designated as “all other areas of the city” that is expected to absorb a relatively small share of new jobs and households in the future. However, this designation does not exclude land use changes in these areas of the City, and the small size of the Property and the small scale of the Expansion are otherwise consistent with the Blueprint designation for the area.

Relative to Future Street Types under Blueprint, S. Pearl Street is designated as a Main Street Collector. Main Streets are characterized by a mix of uses, with pedestrian-oriented buildings with little front setback and highly active street uses. p. 158. A Collector Street is intended to convey a moderate amount of traffic by collecting movement from a local street and conveying it to arterial streets. p. 154. The Rezoning is appropriate for this street classification. As an initial matter, the regulations associated with the U-MS-2x district are tailored to small scale commercial uses and development that will not substantially add car trips along S. Pearl Street. This will help maintain an appropriate volume of traffic on that street. In addition, the configuration of the Property is today somewhat inconsistent with the Main Street characteristics of pedestrian-oriented buildings and street faces. Rezoning to U-MS-2x would allow the Expansion to bring the building more towards the street.

2. 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.

The Rezoning of the Property to U-MS-2x will result in uniform application of the Code to the Property in context of the surrounding area. PUD #316 is an extremely unique zoning designation that exists nowhere else in the City. In contrast, a significant portion of the neighborhood to the south of the Property is zoned U-MS-2x. The Rezoning of the Property will provide continuity and consistency across a larger area of the neighborhood than exists today, enabling uniform application of the Code. To the west, north and east north of the Property, the neighborhood is zoned U-TU-C. U-MS-2x is the most appropriate and consistent commercial use with the adjacent residential zoning, particularly in light of the location of the Property immediately adjacent to S. Pearl Street.

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

The City has adopted multiple plans in the interest of public health, safety, and the general welfare, including the Comp Plan 2040 and Blueprint. As described in detail above, the Rezoning furthers the goals, policies, and strategies in these City plans, and thus furthers the health, safety, and general welfare of the City.

Additionally, bringing an old PUD approved under the Former Chapter 59 Code into compliance with the new Code furthers the general welfare of the City. In fact, it is a criterion for non-legislative rezonings as further discussed below. Code, § 12.4.10.8.A.4. It is a City goal to rezone property from the Former Chapter 59 Code to the new Code where possible. *See, e.g., Blueprint*, p. 73. This Rezoning would help achieve that result.

## **II. Criteria for Non-Legislative Rezonings**

In addition to the foregoing criteria, the City Council may approve an official zone map amendment that the City Attorney has determined is not a legislative rezoning only if one of a set list of justifying circumstances exists.

### **1. Justifying Circumstances.**

In this case, the Rezoning is a non-legislative rezoning and the applicable justifying circumstance is that, 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 changes include that the City adopted the [Code] and the property retained Former Chapter 59 zoning. Code, § 12.4.10.8.A.

This circumstance is met because the Rezoning will bring an old PUD approved under the Former Chapter 59 Code into compliance with the new Code. PUD #316 is outdated and antiquated. Its purpose was originally operation of a carpet cleaning and sales business, and thereafter was expanded to only permit a limited number of commercial uses. The current zoning status of the Property is a hindrance to the current use and Expansion, and it will pose the same challenges in the future unless it is rezoned. The City desires to rezone property from the Former Chapter 59 Code to the new Code where possible. This Rezoning would help achieve that result.

In addition, there has been significant changes in the Old South Pearl Street neighborhood since the time that the PUD was put into place that further justify the Rezoning. In the 1980s and 1990s, S. Pearl Street was a small commercial strip hosting primarily neighborhood-serving uses. Since that time, S. Pearl Street has become a key neighborhood business hub that is home to businesses offering services locally, and in a globalizing world, nationally and internationally as well. In addition, the increased presence of retail and restaurant uses means that a greater diversity of business types are now present in this area than ever before. The Rezoning sets the stage for Venture's Expansion and allows it to remain in the neighborhood, supporting the commercial uses that S. Pearl Street is known for.

### **2. Consistency with the Neighborhood Context, Zone District Purpose and Intent.**

The other criterion for non-legislative rezonings is “the purpose of the amendment is consistent with the description of the applicable neighborhood context, and the stated purpose and intent of the proposed zone district.” Code, § 12.4.10.8.B.

The general character of the Urban Neighborhood Context, which includes the U-MS-2x zone district, includes allowance for commercial uses located primarily along mix-use arterials or main streets. Code, § 5.1.1. This Context further emphasizes a balance of pedestrian mobility with other

modes of transit. Code, § 5.1.5. Further, the specific intent of the U-MS-2x district is to apply to small sites served primarily by local streets embedded within an existing neighborhood and that are limited to low scale building forms and low intensity uses. Code, § 5.2.5.2. As described in this letter, the Rezoning is consistent with the Urban Neighborhood Context and the stated purposed and intent of the U-MS-2x zone district. In addition, for the reasons detailed above, because the Rezoning is consistent with the Comp Plan 2040 and Blueprint, this criterion is met.

The Rezoning would allow Venture Architecture and the Property to continue to evolve in harmony with the City's adopted plans, each as outlined above. The Rezoning would enhance the neighborhood with an improved pedestrian experience and a more consistent streetscape, all while maintaining a scale of uses and a building form that are appropriate to the existing neighborhood. Therefore, the Rezoning satisfies the criteria for approval of a non-legislative rezoning.

### **CONCLUSION**

We hope the foregoing information proves helpful in the City's review of the proposed Rezoning. As discussed in detail above, the Rezoning satisfies all of the criteria in the Code for approval of a zone map amendment and a rezoning to U-MS-2x. Venture has coordinated with the City, City Councilman Clark, neighbors, and various other interested parties to ensure that the Rezoning allows for the Expansion, which will enhance and harmonize with the neighborhood. Therefore, we respectfully request that the City approve the proposed Rezoning.

Sincerely,

Brownstein Hyatt Farber Schreck, LLP



Caitlin S. Quander, Esq.



*First American*

myFirstAm®

Recorded Document

535 E Mexico Ave, Denver, CO 80210

The requested Recorded Document images are displayed in the subsequent pages for the following property:

**535 E Mexico Ave  
Denver, CO 80210**

**Document Number: 64662  
Document Date: 20100614**

Limitation of Liability for Informational Report

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## SPECIAL WARRANTY DEED

**THIS DEED** is dated June 11, 2010, and is made between South Pearl Investments, a Colorado limited liability, the "Grantor", with an address of 535 East Mexico Avenue, Denver, CO 80210, and 535 East Mexico, LLC, a Colorado limited liability company, the "Grantee", with an address of 535 East Mexico Avenue, Denver, CO 80210.

**WITNESS**, that the Grantor, for and in consideration of the sum of TEN DOLLARS, (\$10.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of Denver and State of Colorado, described as follows:

**[Legal description of property.]**

also known by street address as: 535 East Mexico Avenue, Denver, CO 80210,  
and assessor's schedule or parcel number: 05227-16-029-000

**TOGETHER** with (i) all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances, and (ii) all personal property of Grantor located thereon;


**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantee's heirs and assigns forever. The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant and agree that the Grantor shall and will **WARRANT THE TITLE AND DEFEND** the above described premises, *but not any adjoining vacated street or alley*, if any, in the quiet and peaceable possession of the Grantee and the heirs and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor, except and subject to all matters of record as of the date hereof.

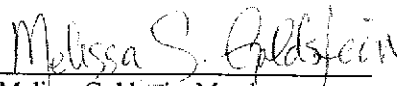
**[Signature Pages Follow]**

Convenience Deed No documentary Fee required pursuant to  
39-13-104 (b)

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

**SOUTH PEARL INVESTMENTS**

By:   
Martin Goldstein, Member

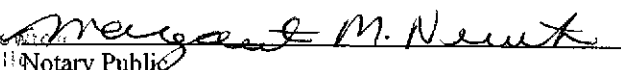
By:   
Melissa Goldstein, Member

STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 14 day of June, 2010, by Martin Goldstein, as a member of South Pearl Investments, a Colorado limited liability company, on behalf of such limited liability company.

Witness my hand and official seal.  
My commission expires:

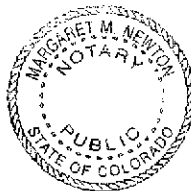



  
Margaret M. Newton  
Notary Public  
State of Colorado

STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 14 day of June, 2010, by Melissa Goldstein, as a member of South Pearl Investments, a Colorado limited liability company, on behalf of such limited liability company.

Witness my hand and official seal.  
My commission expires:



  
Margaret M. Newton  
Notary Public  
State of Colorado

[Signature Page to Special Warranty Deed]



**EXHIBIT 'A'**

**THE EAST 54 FEET OF LOTS 25 AND 26, AND THE EAST 54 FEET OF THE SOUTH 1/2 OF  
LOT 27,  
BLOCK 6,  
THE FIRST SANTA FE ADDITION TO THE TOWN OF SOUTH DENVER,  
CITY AND COUNTY OF DENVER,  
STATE OF COLORADO.**

**A.P.N. 0522716029000**

**OPERATING AGREEMENT  
OF  
535 EAST MEXICO, LLC**

This OPERATING AGREEMENT (this “Agreement”), dated as of June \_\_, 201\_\_ the “Effective Date”), is among MARTIN GOLDSTEIN and MELISSA GOLDSTEIN, (individually, a “Member” and collectively, the “Members”) and MARTIN GOLDSTEIN as the initial Manager (the “Manager”).

**ARTICLE I  
GENERAL**

**1.1 Formation.** The Members hereby form a limited liability company under the Colorado Limited Liability Company Act, as amended (the “Act”). The name of the limited liability company shall be 535 EAST MEXICO AVENUE, LLC (the “Company”).

**1.2 Articles of Organization.** The Manager has caused articles of organization of the Company, which comply with the requirements of the Act, to be filed with the Colorado Secretary of State. 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 qualification and operation of a limited liability company in all jurisdictions where the Company elects to carry on its business.

**1.3 Purpose and Power.** The Company’s purpose shall be to conduct any business or activity that may be lawfully conducted by a limited liability company organized pursuant to the Act. The Company shall have all of the powers of a limited liability company conferred by the Act.

**1.4 Term.** The Company shall have perpetual existence and shall continue until it is dissolved by the unanimous written consent of the Members. Upon the death of a Member, his or her personal representative shall become a Member of the Company and shall exercise all rights and powers conferred upon the Member by this Agreement.

**1.5 LLC Agreement.** To the full extent permitted by the Act, this Agreement shall control as to any conflict between this Agreement and the Act or as to any matter provided for in this Agreement that is also provided for in the Act.

**1.6 Office; Agent.**

(a) The principal office of the Company shall be at 535 East Mexico Avenue, Denver, CO 80210. The principal office may be changed by the Manager from time to time in accordance with the applicable provisions of the Act and any other applicable law. The Manager shall promptly notify the Members of any change in such principal office.

(b) The location of the registered office of the Company shall be at 535 East Mexico Avenue, Denver, CO 80210, and the registered agent for service of process on the Company at such registered office shall be Martin Goldstein.

## **ARTICLE II CAPITAL CONTRIBUTIONS**

**2.1 Initial Capital Contribution.** Each Member shall make such contribution as shall be agreed upon by the Members.

**2.2 Additional Capital Contributions.** The Members may, but shall not be required to, make additional capital contributions to the Company.

**2.3 Member Loans and Other Debt.** The Company may, with the unanimous consent of the Members, borrow funds from any source, including the Members.

**2.4 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. The Manager shall have no personal liability for the repayment of any capital contribution to the Members.

**2.5 Enforcement of Capital Contribution Obligations.** Except as expressly agreed in writing by the Members, no person other than a Member shall have the right to enforce any obligation any other Member may undertake to contribute capital to the Company, and specifically no lender or other third party shall have any such right.

## **ARTICLE III DISTRIBUTIONS**

The Company shall make distributions of cash or other assets of the Company to the Members at such times and in such amounts as the Manager shall determine.

## **ARTICLE IV ALLOCATION OF PROFIT AND LOSS**

**4.1 Determination of Profit and Loss.** Profit or loss shall be determined on an annual basis and for such other periods as may be required. "Profit" or "Loss" shall mean the profit or loss of the Company as determined under the capital accounting rules of the Treasury Regulations ("Treasury Regulations") of the Internal Revenue Code of 1986, as amended from time to time (the "Code") for purposes of adjusting the capital accounts of the Members, including, without limitation, the provisions of those regulations relating to the computation of items of income, gain, deduction, and loss.

**4.2 Allocation of Membership Interests.** As of the date hereof, each Member has a fifty percent (50%) membership interest ("Membership Interest") in the Company.

## **ARTICLE V MANAGEMENT**

**5.1 Management Authority.** Management of the Company shall be vested exclusively in the Manager. There shall be one initial Manager of the Company, as set forth in

the introductory paragraph of this Agreement. 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, including, without limitation, the execution of all contracts, instruments, conveyances, security instruments, mortgage documents, checks, drafts and other documents of any kind or character to the extent the Manager deems it necessary or desirable, except that the unanimous consent of the Members is required for approval of (i) all mortgages, deeds of trust, security interests or other encumbrances of any kind in excess of \$[REDACTED]; (ii) a sale of substantially all of the assets of the Company; and (iii) voluntary dissolution of the Company. All documents executed on behalf of the Company need only be signed by the Manager.

**5.2 Reliance by Third Parties.** No third party dealing with the Company shall be required to ascertain whether the Manager is acting in accordance with the provisions of this instrument. All third parties, other than a third party who is an affiliate of the Manager, may rely upon a document signed by the Manager as binding the Company. If the Manager acts without authority, said Manager shall be liable to the Members for all damages arising out of his or her unauthorized actions.

**5.3 Transactions Between Company and Manager.** The Company may contract and deal with the Manager, or any person or entity affiliated with the Manager, provided that such contracts and dealings are fully disclosed in advance to the Members and approved by the Members.

**5.4 Exculpation.** The Manager shall have no liability under a judgment, decree, or order of a court, or in any other manner, for any debt, obligation, or liability of the Company. The Company shall indemnify and hold harmless the Manager, its agents, and employees against and from any personal loss, liability, or damage incurred in the conduct of the Company's business as a result of any act or omission, or any error of judgment, unless such loss, liability, or damage results from such person's willful misconduct or gross negligence. Any such indemnification shall be paid only from the assets of the Company, and no Manager, employee, or third party shall have recourse against the Members for such indemnification.

**5.5 Management Fees and Reimbursements.** The Manager shall not be entitled to any compensation for managing the operations of the Company. The Manager shall be entitled to reimbursement by the Company for reasonable out-of-pocket expenses incurred on behalf of the Company.

**5.6 Tenure and Removal.** The Manager shall hold office until he resigns, dies, becomes incompetent, or is removed by the Members, at which time the Members may designate a new Manager by unanimous consent. The Manager shall serve at the pleasure of the Members and may be removed at any time, with or without cause, by unanimous consent of the Members.

**5.7 Resignation.** The Manager may resign at any time by giving written notice of resignation to the Members. Unless otherwise specified in the notice, the resignation shall take effect upon receipt by the Members and an acceptance of the resignation by it shall not be necessary to make it effective.

**5.8 Duties.** The Manager shall carry out his duties in good faith, in a manner he believes 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. The Manager who so performs his duties shall not have any liability by reason of being or having been a Manager. The Manager shall devote such time, which need not be full-time, to the business of the Company as the Members deem necessary for the efficient carrying on of the Company's business.

## **ARTICLE VI MEMBERS**

**6.1 Members; Admission of Additional Members.** The Members as set forth in the introductory paragraph of this Agreement are all of the members of the Company. Additional members of the Company may only be admitted with the unanimous written consent of the Members.

**6.2 Participation.** Except as set forth in this Agreement, the Members, in their capacity as members of the Company, 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.

**6.3 Action by the Members.** The decision of the Members shall constitute the act of the Company with respect to matters, the approval of which are reserved to the Members, under the Act.

**6.4 Liability.** The Members shall have no liability under a judgment, decree, or order of a court, or in any other manner, for any debt, obligation, or liability of the Company.

**6.5 Meetings.** Meetings of the Members shall not be required for any purpose. All actions of the Members may be evidenced by a written consent describing the action taken, signed by all of the Members. Any action evidenced by such a written consent is effective on the date the consent is signed by the Members, unless the consent specifies a different effective date.

**6.6 Transfer of Interest.** No Member shall transfer all or any portion of his or her Membership Interest except as permitted by this Section 6.6. Any attempted transfer of any portion of a Membership Interest not in accordance with the terms of this Section 6.6 shall be null and void and of no legal effect. The following transfers shall be permitted: (i) a Member may transfer all or any portion of his or her Membership Interest with the prior approval of all the Members; and (ii) a Member who is a natural person may transfer all or a portion of his or her Membership Interest in connection with estate planning transfers for the benefit of one or more blood relatives (e.g., transfers to family trusts or family partnerships, limited partnerships, limited liability companies or limited liability limited partnerships) without the consent of any Manager or any Member.

**6.7 Conflicts of Interest.** The Members and the Manager shall be entitled to engage in other activities and businesses, including, without limitation, activities and businesses competitive with the activities and business of the Company. Neither the Members nor the Manager shall be required to give the Company the opportunity to participate in, or benefit from, any such activities or businesses. Neither the Members nor Manager shall be deemed to violate any duty or obligation to the Company merely because a Member's or a Manager's conduct

further the Member's or Manager's own interest. The Members or Manager may lend money to, borrow money from, act as a surety, guarantor or endorser for, guarantee or assume one or more obligations of, provide collateral for, and transact other business with, the Company, and has the same rights and obligations with respect to any such matters as those of a person who is not a Member or Manager of the Company.

## **ARTICLE VII ACCOUNTING AND REPORTING**

**7.1 Books.** The Manager shall maintain complete and accurate books of account at the registered office of the Company. The Company shall provide the Members with any information requested by the Members relating to the business of the Company.

**7.2 Reports.** The books of account shall be closed promptly after the end of each calendar year. As soon as practicable thereafter, at the request of the Members, 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 Members properly about its investment in the Company.

**7.3 Capital Accounts.** The Company shall maintain a capital account for each of the Members in accordance with the Treasury Regulations under section 704-1(b) of the Code and such other accounts as may be necessary or desirable to comply with the requirements of applicable laws and regulations.

## **ARTICLE VIII DISSOLUTION AND TERMINATION**

**8.1 Dissolution.** The Company shall be dissolved upon the unanimous consent of the Members.

**8.2 Final Accounting.** In the event of the dissolution of the Company, a proper accounting shall be made as provided in Section 8.3 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 if the Manager is unable to act, a person selected by the Members, 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 (including loans made by the Members to the Company); (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 Members.

**8.4 Distribution in Kind.** The liquidator, in its absolute discretion, may distribute one or more of the Company's assets in kind to the person or entity entitled to receive the proceeds from such asset.

**8.5 Articles of Dissolution.** Upon the completion of the distribution of the Company's assets as provided in this Article VIII, the Company shall be terminated and the Person acting as liquidator shall file articles of dissolution and shall take such other actions as may be necessary to terminate the Company.

## **ARTICLE IX GENERAL PROVISIONS**

**9.1 Amendment.** This Agreement may not be amended except by a written instrument signed by all of the Members.

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

**9.3 No Third Party Beneficiaries.** This Agreement is for the sole benefit of the Members and the Manager, and no other person is intended to be a beneficiary of this Agreement or shall have any rights hereunder.

**9.4 Pronouns.** References to a Member, including by use of a pronoun, shall be deemed to include masculine, feminine, singular or plural, as applicable.

**9.5 Counterparts; Facsimile.** Copies of this Agreement may be signed by each party, separately, and when each party has executed at least one copy hereof, such copies taken together shall be deemed to be a full and complete contract between the parties and a single document. Any signature hereon may be transmitted by facsimile machine and such signature shall be valid and accepted for all purposes hereof.

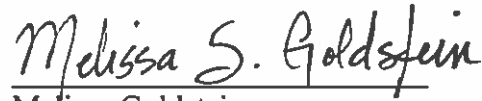
**[Remainder of Page Intentionally Left Blank]**

This Agreement has been executed to be effective as of the Effective Date.

**MEMBERS:**



\_\_\_\_\_  
Martin Goldstein



\_\_\_\_\_  
Melissa Goldstein

**MANAGER:**



\_\_\_\_\_  
Martin Goldstein



## STATEMENT OF OWNER

I, Martin Goldstein, as the authorized signatory of 535 EAST MEXICO, LLC, a Colorado limited liability company, d/b/a 535 EAST MEXICO AVENUE, LLC ("Owner"), the owner of the real property located at 535 E. Mexico Ave., Denver, Colorado 80210 (the "Property"), hereby authorizes Caitlin Quander of Brownstein Hyatt Farber Schreck LLP ("Authorized Representative") to submit all documents, submittals and applications necessary to apply for a zone map amendment and rezoning of the Property with the City and County of Denver (the "Rezoning Application").

Owner is fully aware of the Rezoning Application being submitted by the Authorized Representative on Owner's behalf, the actions being initiated regarding the Property, and authorizes the Authorized Representative to take actions on owner's behalf which are reasonably necessary to secure, receive, or effectuate, the Rezoning Application, including, without limitation, representing Owner in front of the City and County of Denver in connection with the Rezoning Application. Owner understands that the Rezoning Application must be found to be complete by the City and County of Denver before the request can officially be accepted and the review process initiated. By this acknowledgement, the Owner hereby certifies that the above information is true and correct.

*(signature page follows)*

535 EAST MEXICO, LLC,  
a Colorado limited liability company

By:

Name: Martin Goldstein.

COUNTY OF Denver

Witness my hand and official seal.

(SEAL)

Notary Public

MEGAN E MAHAFFEY  
Notary Public – State of Colorado  
Notary ID 20134056982  
My Commission Expires Sep 12, 2021

My commission expires: 9/12/21