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DENVER
THE MILE HIGH CITY

TO: Denver City Council
FROM: Fran Peñafiel, Senior City Planner
DATE: May 4, 2023
RE: Official Zoning Map Amendment Application #2022I-00146
1085 Lowell Boulevard
Rezoning from E-SU-D1x to U-RH-2.5

Staff Report and Recommendation

Based on the criteria for review in the Denver Zoning Code, Staff recommends **approval** for Application #2022I-00146.

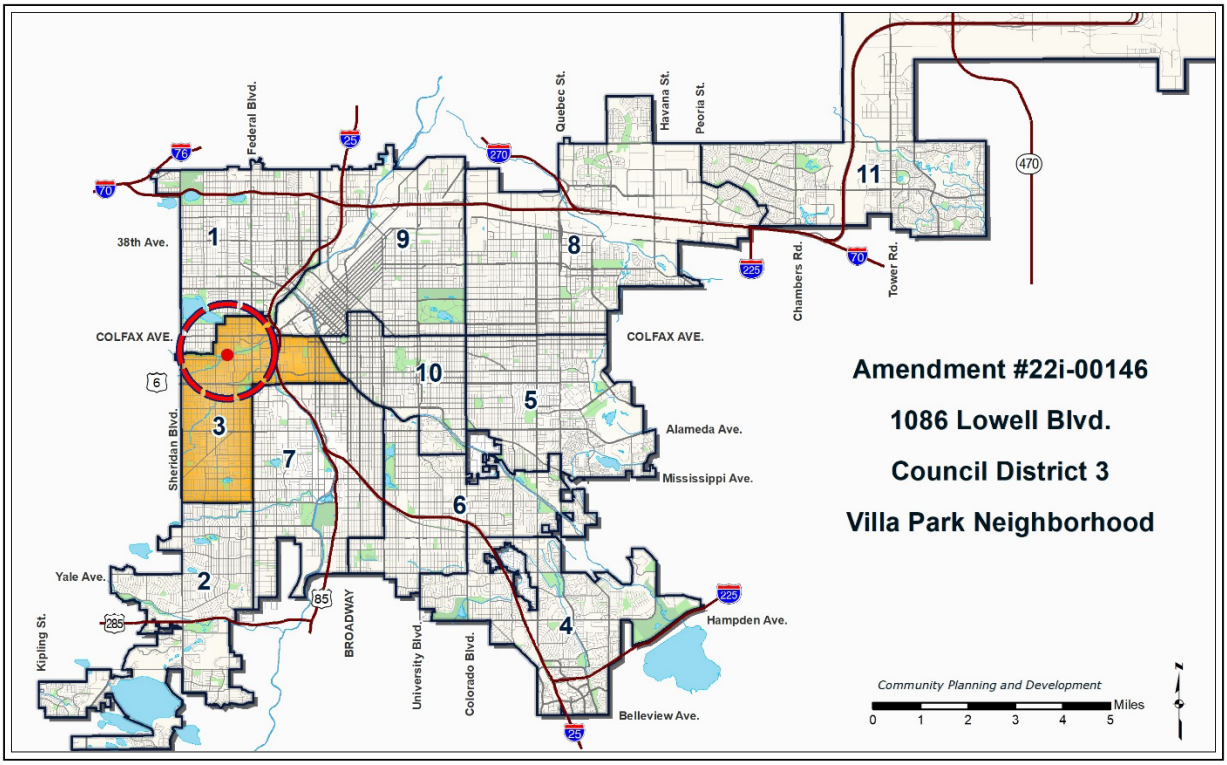
Request for Rezoning

Address:	1085 N. Lowell Boulevard
Neighborhood/Council District:	Villa Park / Council District 3
RNOs:	Inter-Neighborhood Cooperation (INC), Strong Denver, West Colfax Association of Neighbors (WeCAN), Sloan's Lake Citizens Group, Villa Park Neighborhood Association, United Northwest Denver
Area of Property:	9,370 square feet or 0.21 acres
Current Zoning:	E-SU-D1x
Proposed Zoning:	U-RH-2.5
Property Owner(s):	KLP LLC
Owner Representative:	Nick Young

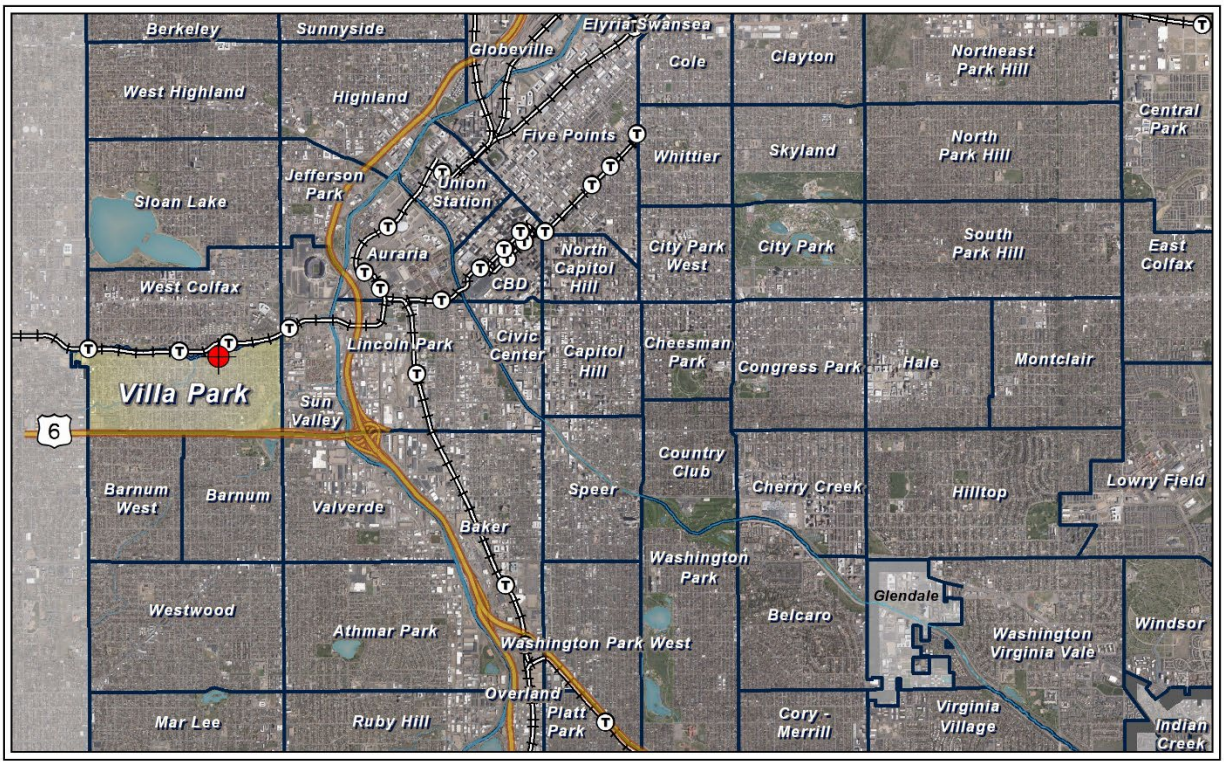
Summary of Rezoning Request

- The subject property contains a single-story, single-unit dwelling built in 1903. It is located within the Villa Park statistical neighborhood at the corner of West 12th Avenue and North Lowell Boulevard.
- The property owner is proposing to rezone the property to allow for the development of row homes.
- The proposed U-RH-2.5, **U**rban, **R**ow **H**ouse, **2.5** stories, zone district allows the urban house, duplex, tandem house and row house primary building forms as well as detached accessory dwelling units (only allowed as accessory to a primary single-unit residential use). The maximum height of the allowed primary building forms ranges from 30 to 35 feet for the front 65% of the zone lot and 17 to 24 feet in the rear 35% of the zone lot. The Detached Accessory Dwelling Unit form can be a maximum height of 24 feet. This district is intended for use in the Urban Neighborhood Context, which is characterized by single- and two-unit uses and allows for some multi-unit districts. Further details of the zone district can be found in the proposed zone district of this staff report (below) and in Article 5 of the Denver Zoning Code.

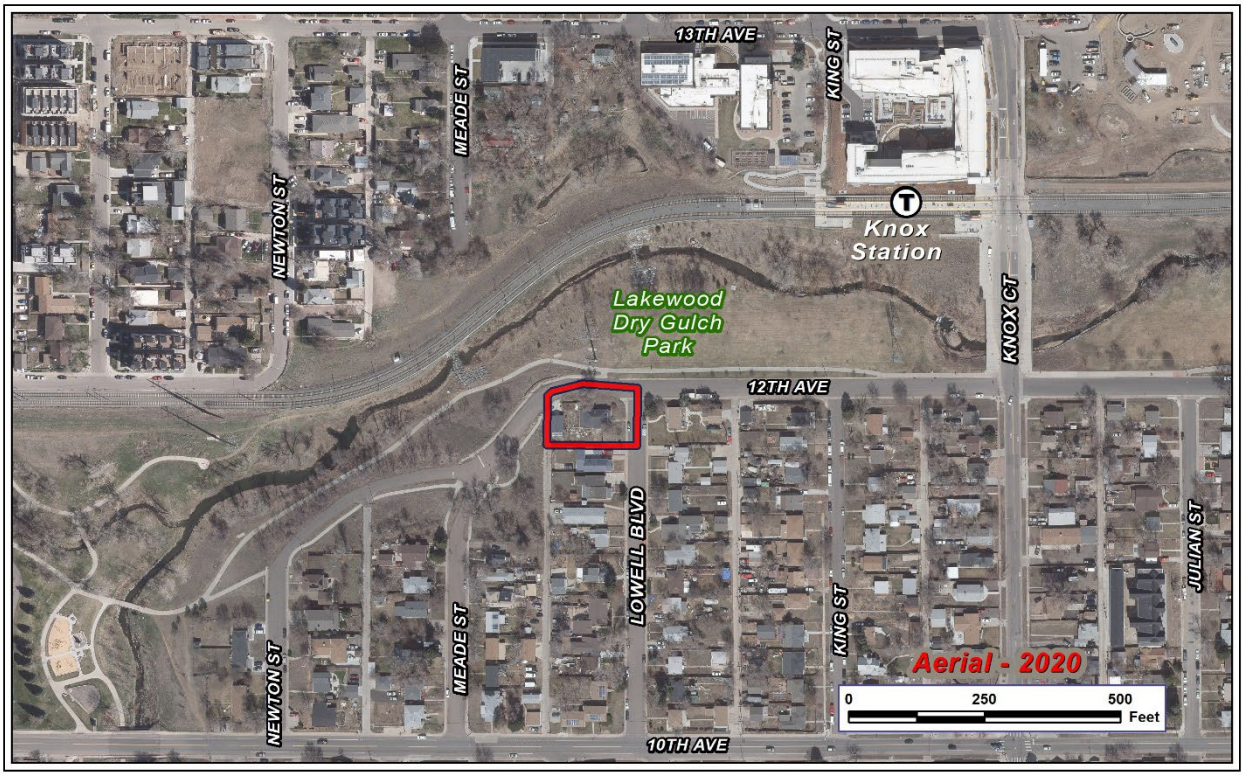
City Location



Neighborhood Location



Existing Context

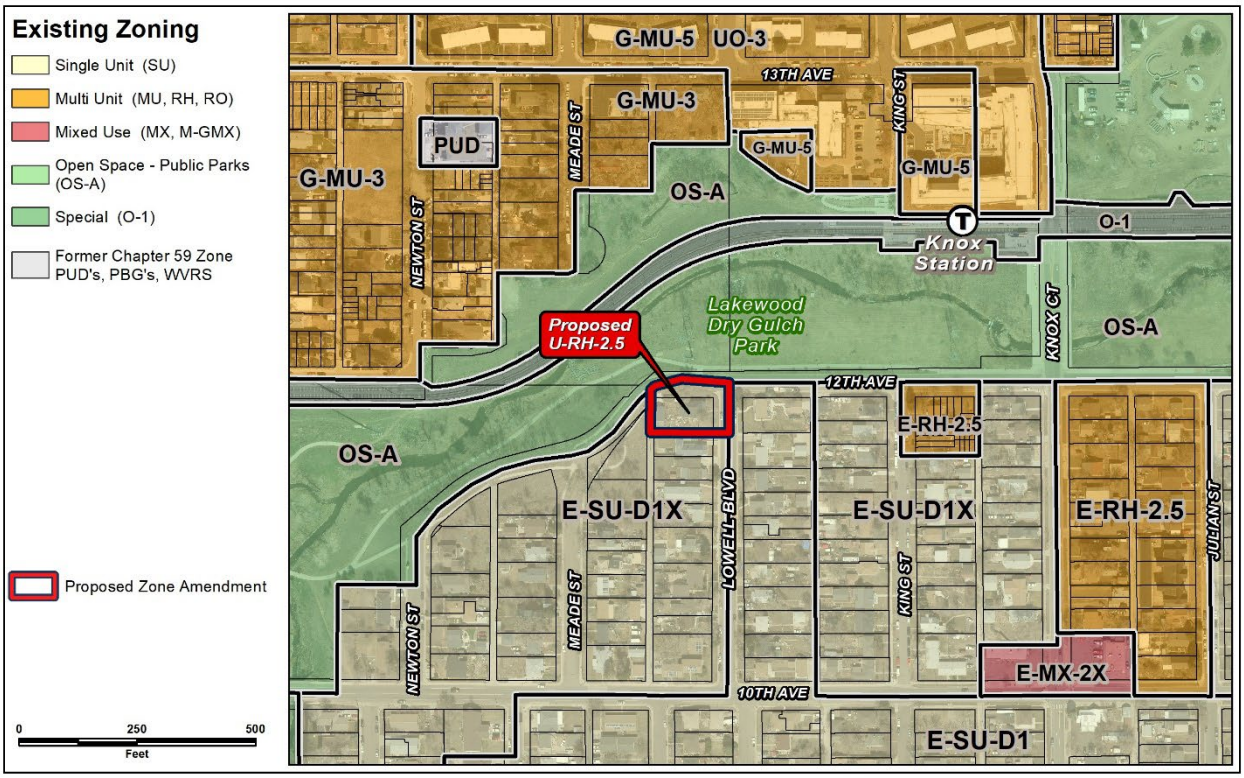


The subject property is located within the Villa Park statistical neighborhood, two blocks west of the southwest corner of West 12th Avenue and Knox Court. The Lakewood Dry Gulch Park is north of the property running east-west and Paco Sanchez Park is .2 miles northeast from the subject site. The subject site is within the quarter mile buffer of the Knox Street RTD Light Rail Station and is also served by RTD bus route 1 on North Knox Court and bus route 9 on West 10th Avenue.

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	E-SU-D1x	Single-unit Residential	1-story dwelling unit with detached garage and driveway on W. 12th Ave.	Block sizes and shapes are consistent and rectangular and shaped by a grid street pattern. Sidewalks are attached. Driveways with front-loaded garages are present and alleys exist on most blocks.
North	OS-A	Park	Lakewood/Dry Gulch Park	
East	E-SU-D1	Single-unit Residential	1-story dwelling unit with detached garage	
South	E-SU-D1x	Single-unit Residential	1-story dwelling unit with driveway on N. Lowell Blvd.	
West	E-SU-D1x	Vacant Land	Vacant lot	

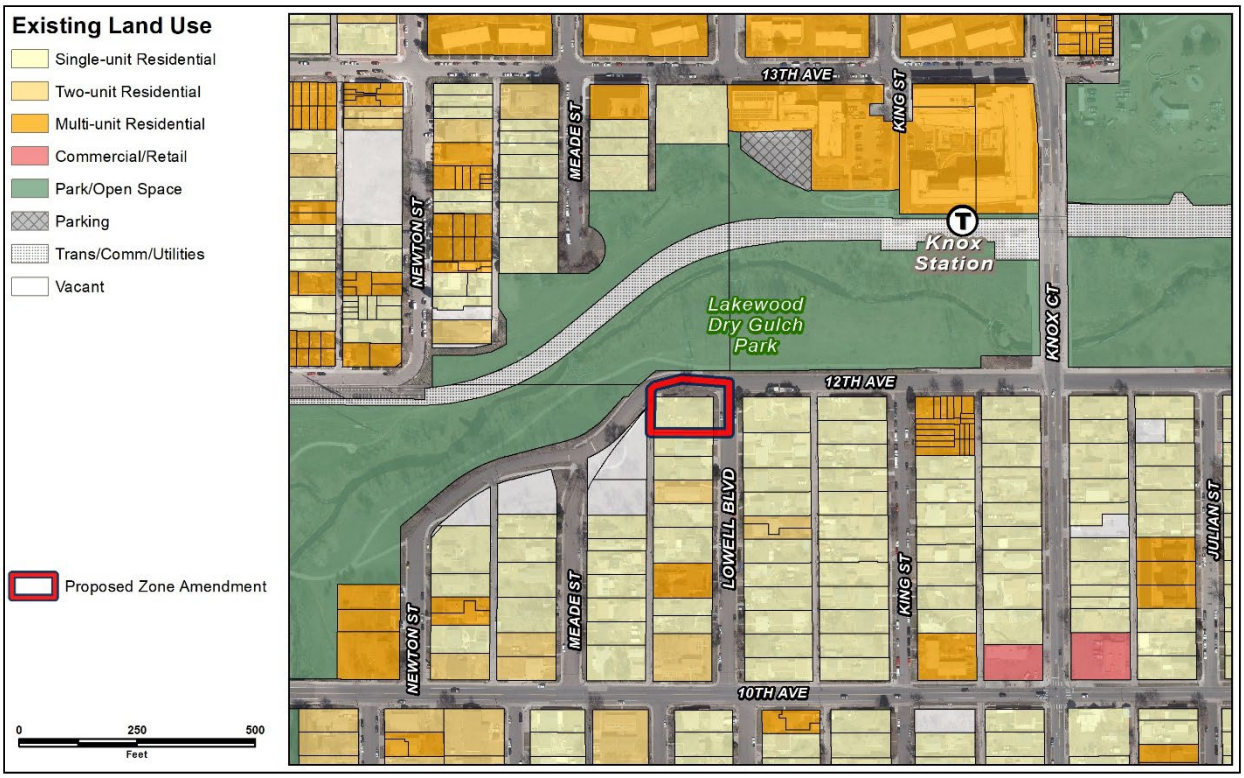
1. Existing Zoning



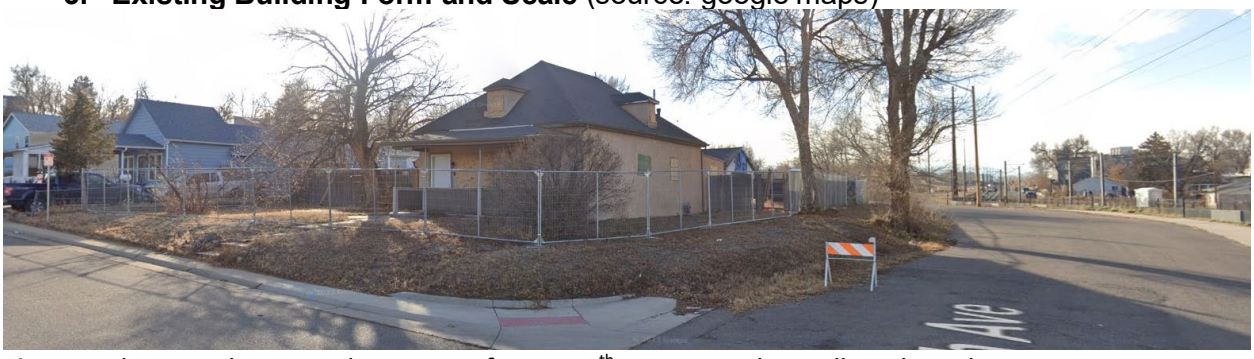
The existing zoning on the subject property is E-SU-D1x which is a single unit district allowing suburban houses, urban houses and detached accessory dwelling units with a minimum zone lot area of 6,000 square feet. Setbacks and lot coverage standards accommodate front and side yards similar to E-SU-Dx and allow a detached accessory dwelling unit in the rear yard. Blocks typically have a consistent pattern of 50-foot-wide lots. Allowed uses in E-SU-D1x are limited to single-unit dwellings and limited nonresidential uses found in single-unit zone districts. For additional details of the zone district, see DZC Section 4.2.2.

The subject property is surrounded by E-SU-D1x district to the south/west, E-SU-D1 to the east and OS-A to the north.

2. Existing Land Use Map



3. Existing Building Form and Scale (source: google maps)

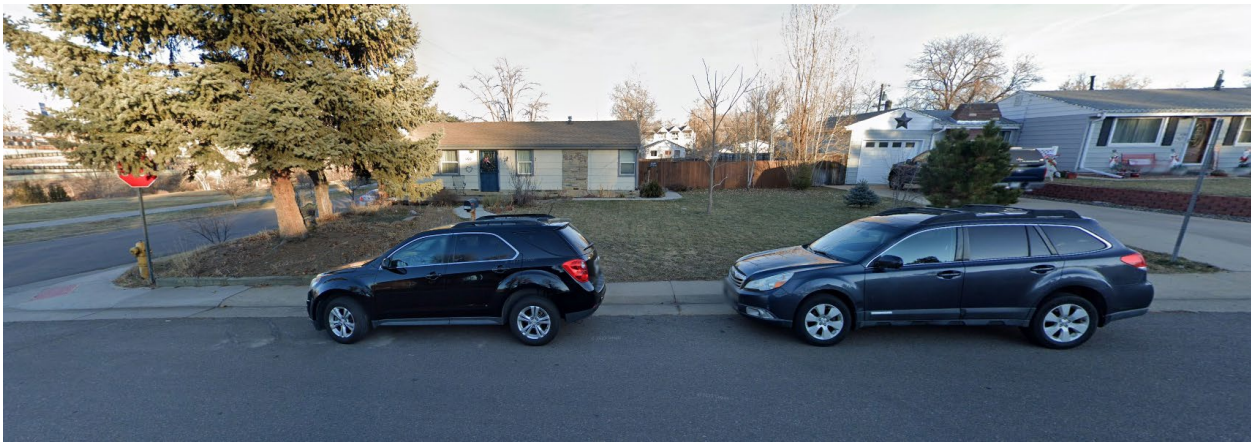


Site – Looking southwest at the corner of West 12th Avenue and Lowell Boulevard

South – Properties to the south of the subject site on Lowell Boulevard.

North – View of the Lakewood Gulch, directly north of the subject site, looking north.

West – Vacant lot across the alley to the west from subject property



East – Single unit houses across the street on Lowell Boulevard. Looking east.

Proposed Zoning

U-RH-2.5 Zone District

The applicant is requesting to rezone to U-RH-2.5, which allows the Urban House, Duplex, Tandem House and Row House primary building forms up to two and a half stories in height. The intent of the district is to promote and protect residential neighborhoods within the character of the Urban Neighborhood Context. These regulations allow for some multi-unit districts, but not to such an extent as to detract from the overall image and character of the residential neighborhood. The building form standards, design standards, and uses work together to promote desirable residential areas. The standards of the two unit and row house districts promote existing and future patterns of lower scale multi-unit building forms that typically address the street in the same manner as an urban house building form. The minimum parking requirement for a multi-unit residential use is one space per unit.

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

Design Standards	E-SU-D1x (Existing)	U-RH-2.5 (Proposed)
Primary Building Forms Allowed	Urban House and Suburban House	Urban House, Duplex, Tandem House, Row House
Height in Stories / Feet, Front 65% of Zone Lot, Urban House, (max.)	2.5 stories / 30 feet*	2.5 stories / 35 feet**
Height in Stories / Feet, Rear 35% of Zone Lot, Urban House, (max.)	1 story / 19 feet	2.5 stories / 24 feet**
Height in Stories / Feet, Detached Accessory Dwelling Unit, (max.)	24 feet	1.5 stories / 24 feet
Zone Lot Size (min.)	6,000 sf	6,000 sf**
Zone Lot Width (min.)	50 feet	50 feet**
Primary Street Block Sensitive Setback Required / If not	Yes / 20 feet	Yes / 20 feet
Side Street Setback (min.) *	5 feet	5 feet**
Side Interior Setback (min.) *	5 feet	5 feet**
Rear 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%	N/A
Detached Accessory Building Forms Allowed	Detached Accessory Dwelling Unit, Detached Garage, Other Detached Accessory Structures	Detached Accessory Dwelling Unit, Detached Garage, Other Detached Accessory Structures

*Based on subject property width of 50 feet
**Standard varies depending on building form

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.

Department of 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.

Denver Parks and Recreation: Approved – No comments.

Department of Transportation & Infrastructure – City Surveyor: Approved – No comments.

Development Services - Transportation: Approved – No response.

Development Services – Wastewater: Approved – See comment below.
There is no objection to the rezone, however applicant should be under notice that DOTI will not approve any development of this property without assurance that there is sufficient sanitary and storm sewer capacity. A sanitary study and drainage study may be required. These studies may result in a requirement for the developer to install major infrastructure improvements or a limit to development if current infrastructure is insufficient. Approval of this rezone on behalf of Wastewater does not state, or imply, public storm/sanitary infrastructure can, or cannot, support the proposed zoning.

Development Services – Project Coordination: Approved - No response.

Development Services – Fire: Approved – No comments

Public Review Process

	Date
CPD informational notice of receipt of the rezoning application to all affected members of City Council, registered neighborhood organizations, and property owners:	**12/19/22**
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:	**2/13/23**
Planning Board Public Hearing:	**3/1/23**
CPD written notice of the Land Use, Transportation and Infrastructure Committee meeting sent to all affected members of City Council and registered neighborhood organizations, at least ten working days before the meeting:	**3/7/23**
Land Use, Transportation and Infrastructure Committee of the City Council meeting:	**3/21/23**
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:	**4/17/23**
City Council Public Hearing:	**5/8/23**

Public Outreach and Input

- **Registered Neighborhood Organizations (RNOs)**
  As of the date of this report, staff has received one letter of support from Strong Denver.

- **Other Public Comment**
  As of the date of this report, staff has received two letters of opposition from the public. The letters are attached to the staff report.

Criteria for Review / Staff Evaluation

The criteria for review of this rezoning application are found in DZC Section 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

4. Justifying Circumstances
5. Consistency with Neighborhood Context Description, Zone District Purpose and Intent Statements

1. Consistency with Adopted Plans

The following adopted plans currently apply to this property:

- *Denver Comprehensive Plan 2040*
- *Blueprint Denver* (2019)
- *West NPI Plan (planned for adoption in Spring of 2023)*

Denver Comprehensive Plan 2040

The proposed rezoning is consistent with many of the adopted *Denver Comprehensive Plan 2040* strategies, which are organized by vision element.

The proposed rezoning would allow for additional housing units within an established neighborhood, consistent with the following strategies in the Equitable, Affordable and Inclusive vision element:

- 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).
- Equitable, Affordable and Inclusive Goal 3, Strategy B – Use land use regulations to enable and encourage the private development of affordable, missing middle and mixed-income housing, especially where close to transit (p. 28).

The proposed rezoning would allow infill development appropriate for the surrounding neighborhood that broadens the range of housing types available, consistent with the following strategy in the Strong and Authentic Neighborhoods vision element:

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

Similarly, the land use pattern detailed in the previous paragraph is also consistent with the following strategies in the Environmentally Resilient vision element:

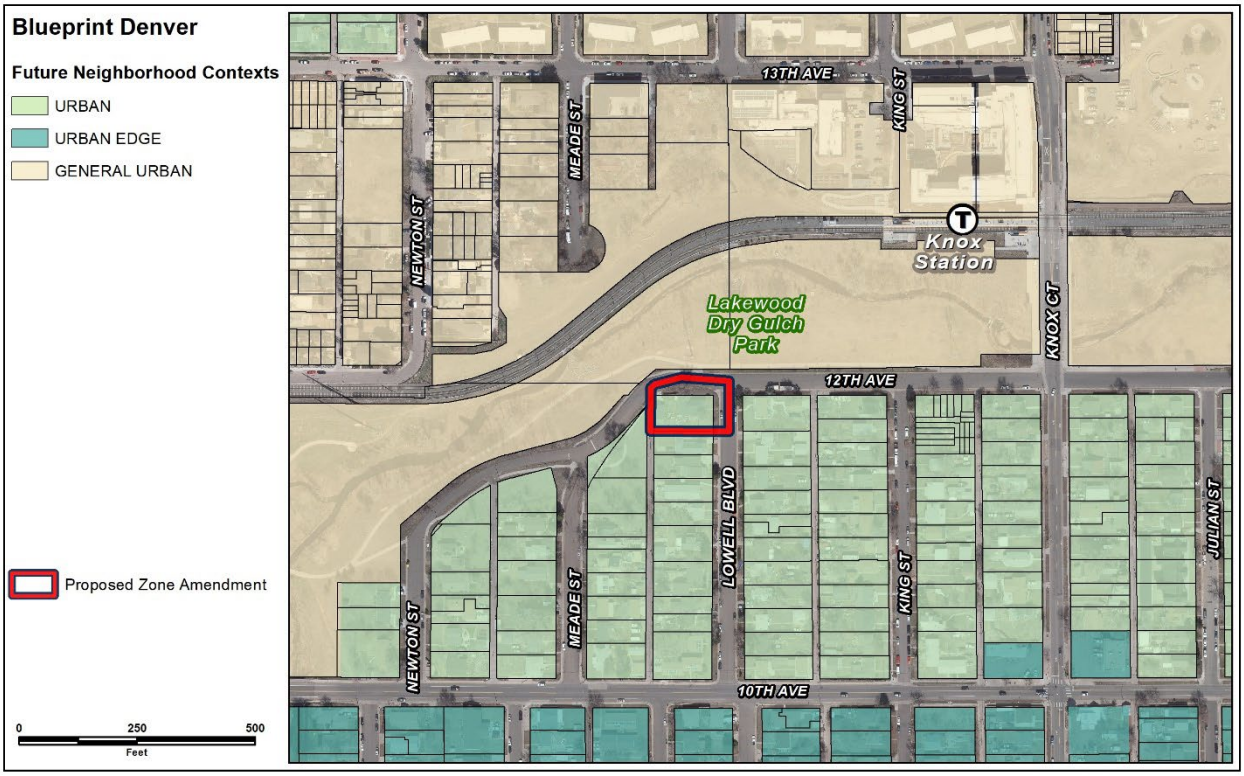
- Environmentally Resilient Goal 8, Strategy A - Promote infill development where infrastructure and services are already in place (p. 54).

The requested map amendment will allow an additional residential unit at an infill location where infrastructure is already in place. The requested zone district enables a building form and use which can provide residents with a mixture of housing types. Therefore, the rezoning is consistent with *Denver Comprehensive Plan 2040* recommendations.

***Blueprint Denver* (2019)**

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 Residential High Medium place within the Urban Neighborhood Context and provides guidance from the future growth strategy for the city.

***Blueprint Denver* Future Neighborhood Context**

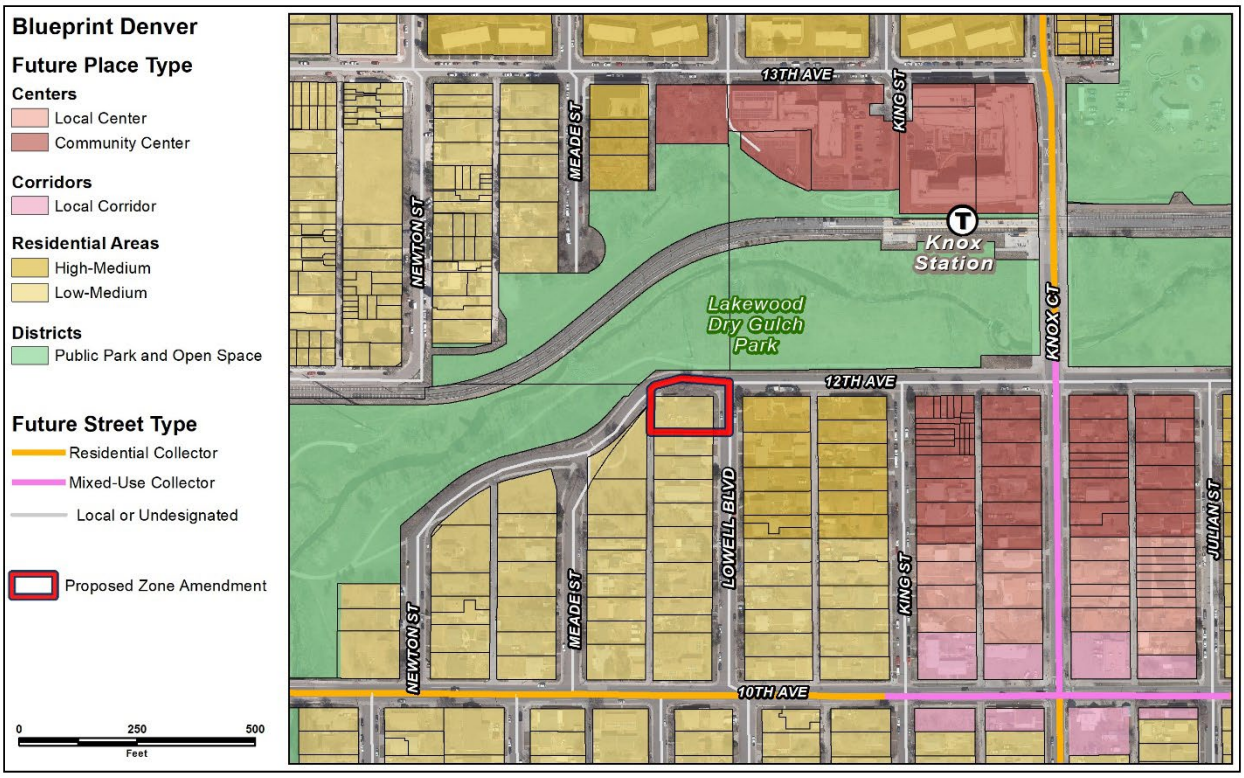


The subject property is shown on the context map as an Urban Neighborhood Context, the description of which is used to guide appropriate zone districts. "Small multi-unit residential and low-intensity mixed-use buildings are typically embedded in single-unit and two-unit residential areas. Block patterns are a regular grid with consistent alley access. Where they occur, multi-unit buildings are low scale. Mixed-use buildings are sited in a pedestrian-friendly manner near the street" (p. 222).

U-RH-2.5 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-RH-2.5 is consistent with *Blueprint Denver*'s future neighborhood context of Urban because it will promote the residential character of the neighborhood by allowing a low-scale multi-unit residential building that will be compatible with the existing residential area.

***Blueprint Denver* Future Place**



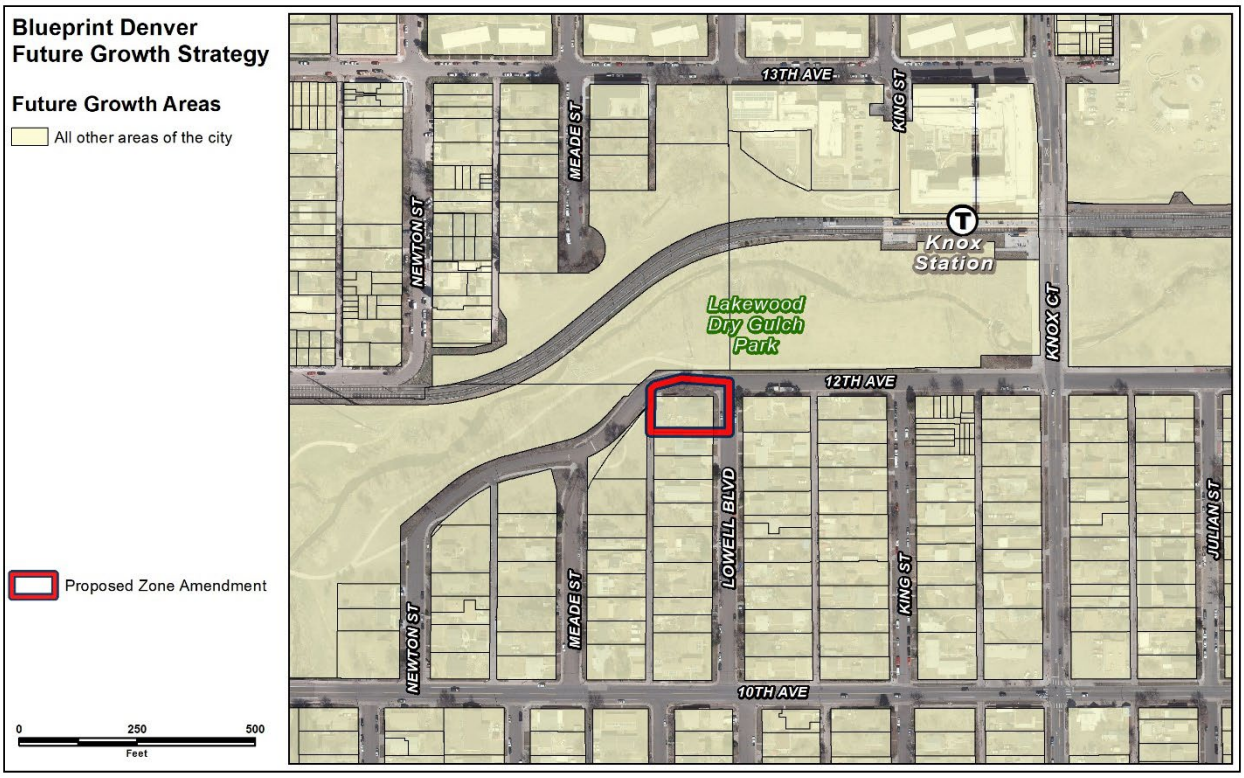
Within the Urban Neighborhood Context, the subject property is categorized as a Residential Low-Medium future place with a land use and built form defined by *Blueprint Denver* as "Mix of low- to mid-scale multi-unit residential options. Small-scale multi-unit buildings are interspersed between single- and two-unit residential. Limited mixed- use along some arterial and collector streets and at intersections. Vacant institutional uses on corners or at select sites may be appropriate locations to introduce additional residential intensity. Buildings are generally 3 stories or less in height. Higher-intensity buildings should be compatibly integrated" (p. 232). Additionally, *Blueprint Denver* also describes Low-Medium residential areas as "Predominantly low-scale multi-unit residential mixed with one- and two-unit residential uses. Some higher-intensity residential uses may be mixed throughout" (p. 148). The proposed U-RH-2.5 zone district, allowing multiple building forms up to 2.5 stories in height, is compatible with this future place.

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 Lowell Boulevard and West 12th Avenue as Local or Undesignated Future Street Type, which are designated as streets that "can vary in their land uses and are found in all neighborhood contexts. They are most often

characterized by residential uses" (p. 161). The proposed U-RH-2.5 district is consistent with this street type because it allows for residential uses only.

Blueprint Denver Growth Strategy

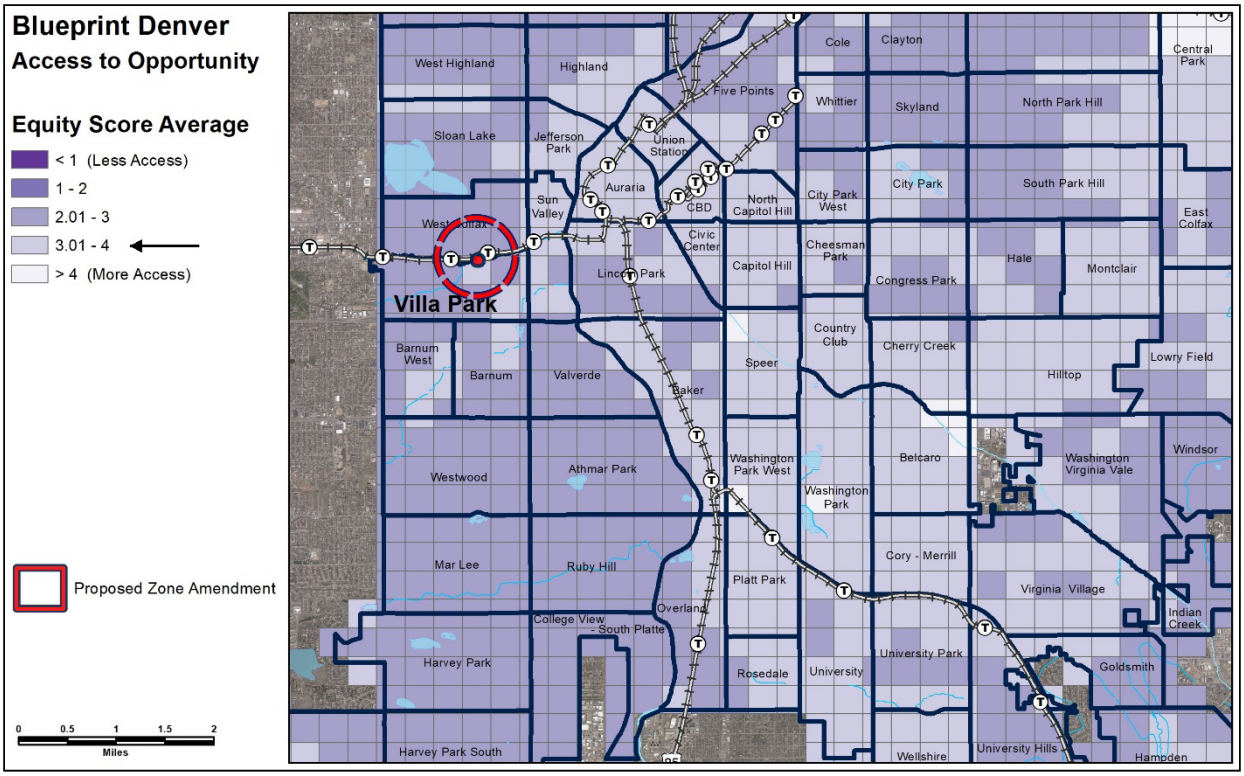


Blueprint Denver's growth strategy map is a version of the future places map, showing the aspiration for distributing future growth in Denver (p. 51). The subject property is part of the "All other areas of the city" growth area. These areas anticipate experiencing around 20 percent of new housing growth and 10 percent 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-RH-2.5 zone district is appropriate in this growth area as it will minimally contribute to development intensity in the neighborhood while maintaining the area's residential character. Therefore, the proposed rezoning is consistent with the *Blueprint Denver* growth strategy.

Blueprint Denver Equity Concepts

Blueprint Denver contains three equity concepts to help guide change to benefit everyone. Each equity concept has associated measurements that helps inform implementation actions through large rezonings along with other implementation actions. Given that the subject site is within one of Denver's Neighborhood Equity and Stabilization (NEST) focus neighborhoods, an equity analysis is included in this staff report and was shared with the applicant for consideration. The applicant's response is included with the application that is attached to the staff report.

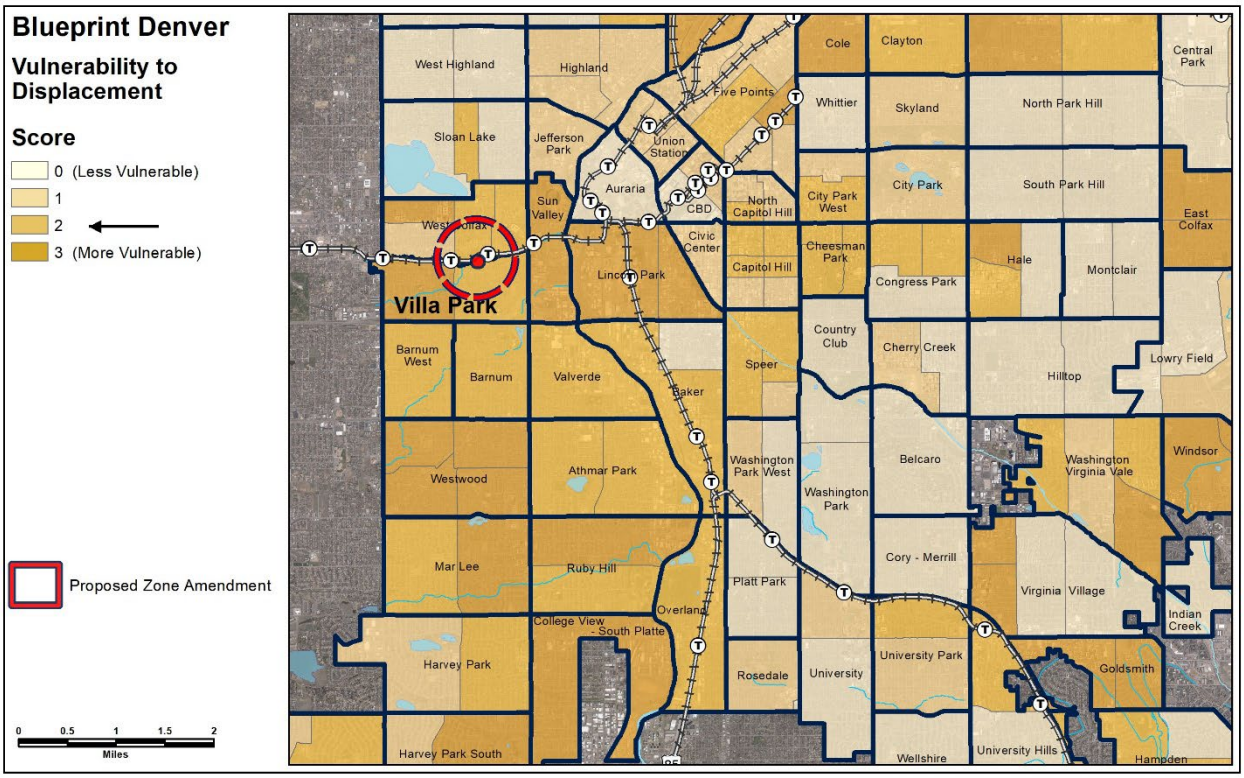
Access to Opportunity



The subject property is in Villa Park, which is identified as an area with less access to opportunity compared to the rest of the city. The basis for measuring access to opportunity is a composite of the neighborhood equity index developed by Denver's Department of Public Health and Environment, proximity to high-capacity and frequent transit, and access to centers and corridors. Analyzing this metric helps us measure our progress towards achieving the vision for complete neighborhoods across the city. The subject area is less equitable than Denver as a whole when it comes to access to fresh foods and healthcare. These scores are related to a higher-than-average percentage of children with obesity and poverty line.

While the proposed allowance of a multi-unit residential development does not directly increase access to opportunity, an increase in residents may increase the likelihood that more goods, services and amenities will locate in the commercial and mixed-use zoned areas of the neighborhood. Additionally, the proposed zone district would allow additional housing units at a location that is well-served by transit, providing residents with access to daily needs.

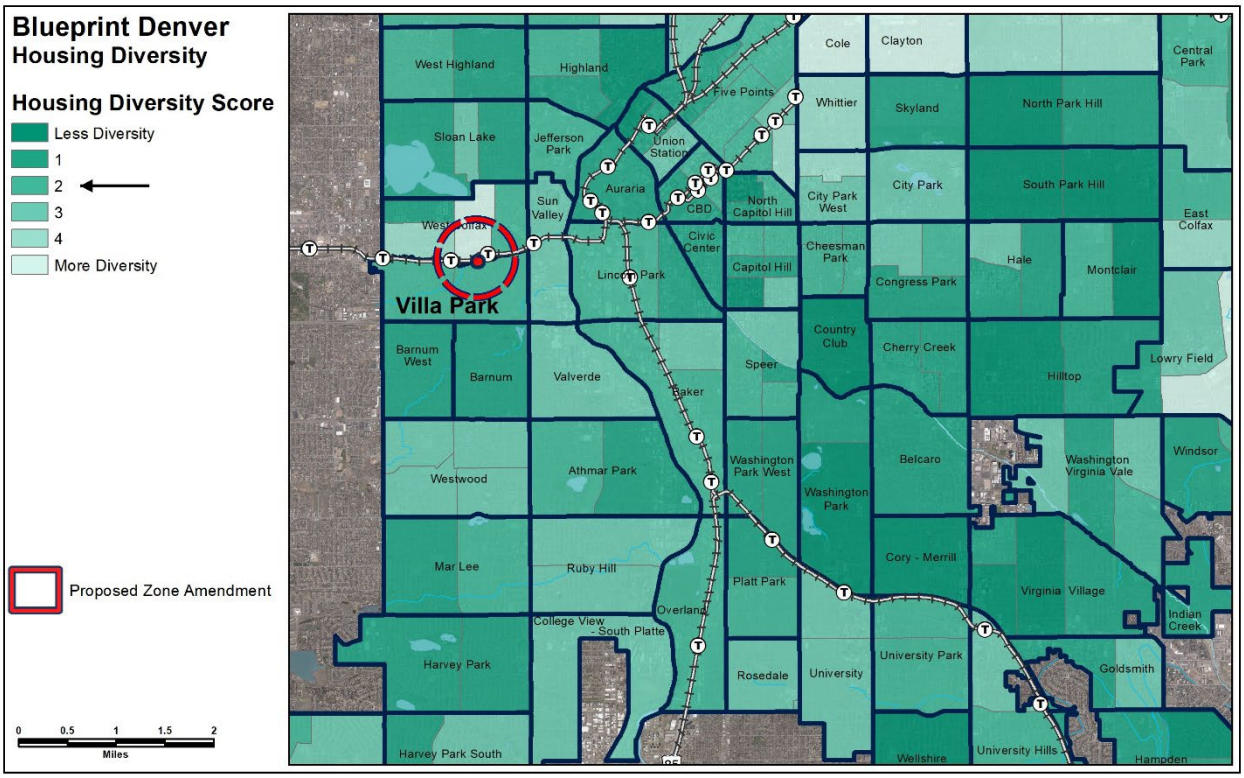
Vulnerability to Displacement



The subject property is in an area that has high vulnerability to involuntary displacement. The basis for measuring vulnerability to involuntary displacement is through the vulnerability to displacement index developed by Denver's Economic Development and Opportunity office. This combines data from median household income, percentage of people who rent housing, and percent of population with less than a college degree. The subject area scored as vulnerable to displacement in two of the three categories: Educational Attainment and Median Household Income. In areas with high vulnerability to involuntary displacement, it is important to increase affordable housing options so that residents of all income levels can continue to live in these neighborhoods.

The proposed rezoning will allow for a mix of housing types on this small site, which will help diversify options in the neighborhood

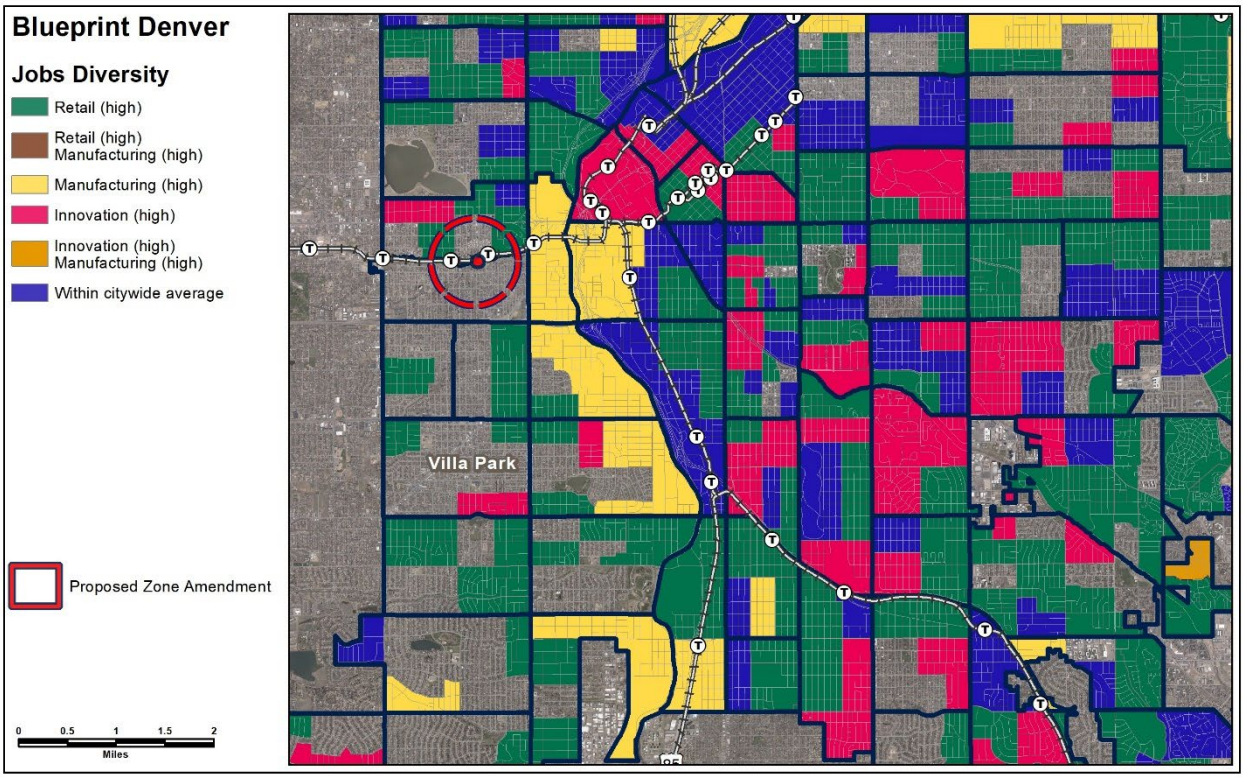
Housing Diversity



The subject property is in an area that has low housing diversity. The housing diversity map combines census tract-level data measuring the percentage of middle-density housing (housing with 2-19 units), home size diversity, ownership vs. rental, housing costs and the number of income-restricted units. The subject area is not diverse in terms of the percentage of owners to renters, number of income restricted units and housing costs. Adding missing middle housing is a strategy to add needed housing diversity.

The neighborhood lacks smaller-scale multi-unit developments compared to the rest of the city and lacks a diversity of housing costs when compared to the Denver average. The proposed rezoning will help diversify the housing stock and encourage a mix of residential development types available.

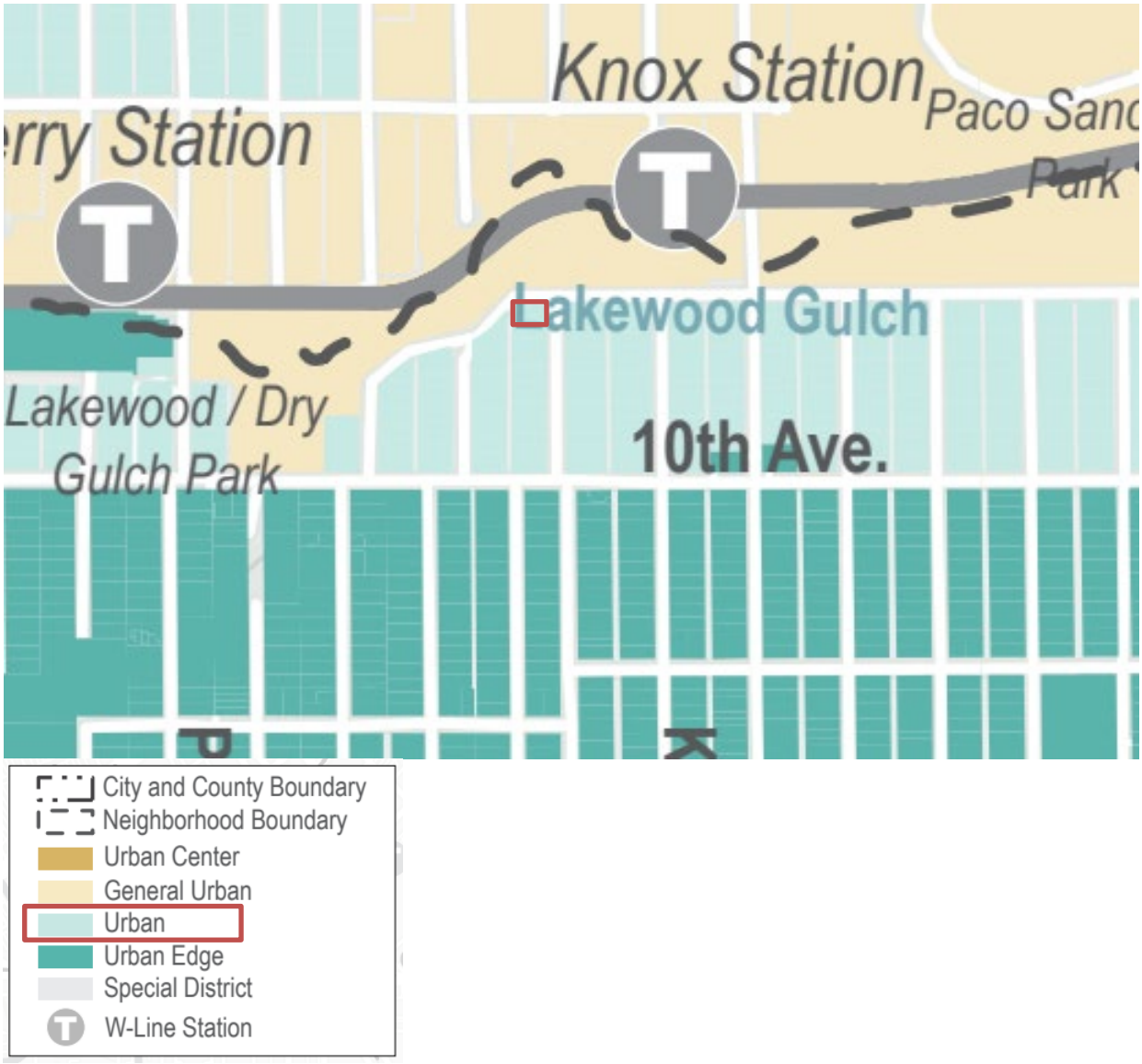
Housing Diversity

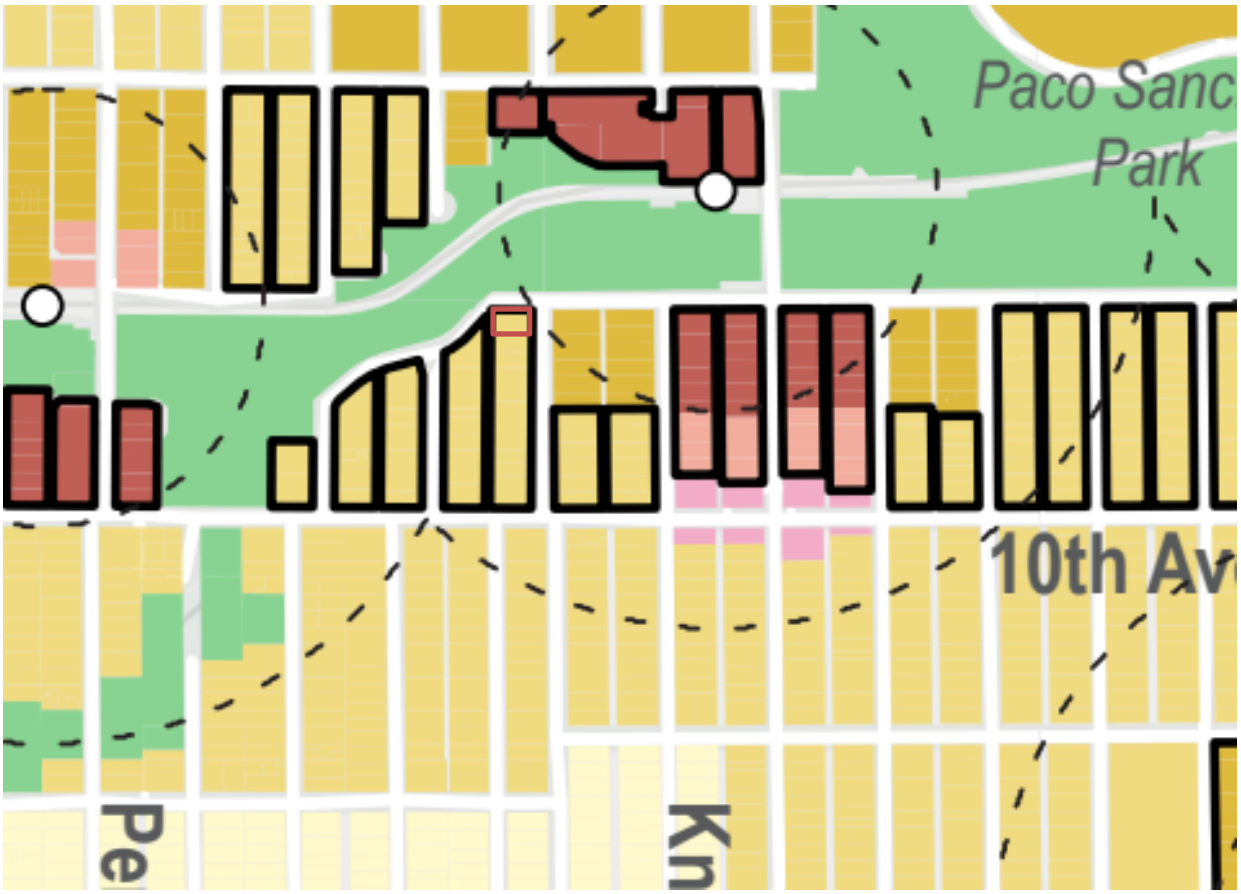


The map above shows the mix of jobs in areas of the city (dominant industry depicted by color). There is not enough data to classify the type of jobs in this part of Villa Park because there are less than 100 jobs per acre, which is typical of largely residential areas. There are a total of 29 jobs or 0.2 jobs per acre. The proposed rezoning to U-RH-2.5 is not expected to impact jobs diversity.

West Area Plan

The *West Area Plan* was adopted in March 2023 as part of Community Planning and Development's Neighborhood Planning Initiative and supersedes the *Villa Park Neighborhood Plan* and the *West Colfax Plan*. It also updates the guidance in *Blueprint Denver*. In the *West Area Plan*, the subject property is within the Urban Neighborhood Context and in the Future Place Map is classified as Low-Medium Residential, which is defined as: "Mix of low- to mid-scale multi-unit residential building forms. Small-scale multi-unit buildings are dispersed among single and two-unit residential building forms".





City and County Boundary
Low Residential
Low-Medium Residential
High-Medium Residential
High Residential
Regional Center
Community Center
Community Corridor
Local Center
Local Corridor
Value Manufactruing
Innovation/Flex
Public Park and Open Space
Future High-Capacity Transit Station
1/8, 1/4-mile Buffers from High Capacity Transit Station
Refinements from Blueprint Map
W-Line Station

The proposed U-RH-2.5 zone district allows for multiple residential building forms up to 2.5 stories in height. Therefore, the proposed U-RH-2.5 zone district is consistent with the direction given in the *West Area Plan*.

2. Uniformity of District Regulations and Restrictions

The proposed rezoning to U-RH-2.5 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 through implementation of the city's adopted land use plans. The proposed rezoning would also facilitate increased housing density near services and amenities and promote a walkable, urban neighborhood within walking distance to public transit.

4. Justifying Circumstances

The proposed rezoning is justified by several changed or changing conditions as the under DZC Section 12.4.10.8, "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 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."

The application identifies the changing conditions north of the property along the West Corridor Light Rail line as the Justifying Circumstance. There has been increasing redevelopment in the Villa Park and West Colfax neighborhoods and significant investment in infrastructure has occurred around the Knox RTD Light Rail station. This increase in the intensity of land use in the area has created additional need for higher intensity residential uses like those allowed in the U-RH-2.5 zone district. This changed and changing condition make continued residential uses appropriate at this site. The application also identifies a city adopted plan as the justifying circumstance. As discussed above Blueprint Denver mapped this site as High Medium Future Place type, consistent with the proposed U-RH-2.5. Therefore, the proposed map amendment is justified in order to recognize the changed character of the land.

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

The proposed U-RH-2.5 zone district is within the Urban Neighborhood Context. The neighborhood context generally consists of primarily single-unit and two-unit residential uses, and small-scale multi-unit residential uses and commercial areas are typically embedded in residential areas. The Urban Neighborhood Context consists of a regular pattern of block shapes surrounded by an orthogonal street grid, providing a pattern of pedestrian and vehicular connections and a consistent presence of alleys. Block sizes and shapes are consistent and include detached sidewalks, tree lawns, street and surface parking, and landscaping in the front setback. Residential buildings typically have consistent, moderate front setbacks, shallow side setbacks and consistent orientation. The Urban Neighborhood Context is

characterized by low-scale buildings except for some mid-rise commercial and mixed-use structures, particularly at nodes or along arterial streets. There is a balance of pedestrian, bicycle and vehicle reliance with greater access to the multi-modal transportation system (DZC, Division 5.1). It is appropriate to apply zoning within the Urban Neighborhood Context at this location due to the adopted plan vision described earlier as well as the existing context. The proposed rezoning to U-RH-2.5 will enable development that is consistent with the neighborhood context description.

According to DZC 5.2.2.1.A, the general purpose of the Residential zone districts is to promote and protect residential neighborhoods within the character of the Urban Neighborhood Context. The building form standards, design standards, and uses work together to promote desirable residential areas. Lot sizes are consistent within an area, and lot coverage is typically medium to high accommodating a consistent front and side yard. The standards of the two unit and row house districts promote existing and future patterns of lower scale multi-unit building forms that address the street in the same manner as an urban house building form. 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 rezoning to U-RH-2.5 is consistent with the zone district general purpose and recognizes the existing residential context.

Specifically, U-RH-2.5 is a multi-unit district that allows up to a two and a half story rowhouse building form. It also allows the urban house, detached accessory dwelling unit, duplex, and tandem house building forms. The proposed zone district recognizes the subject site's existing condition, surrounding context, and plan guidance, fulfilling this Specific Intent statement.

Attachments

1. Application
2. Comment Letters

Zone Map Amendment (Rezoning) - Application

PROPERTY OWNER INFORMATION*	
☐ CHECK IF POINT OF CONTACT FOR APPLICATION	
☐ CHECK IF POINT OF CONTACT FOR FEE PAYMENT***	
Property Owner Name	KLP LLC
Address	1085 N Lowell Blvd
City, State, Zip	Denver, CO 80204
Telephone	
Email	kristinlpeterson24@yahoo.c

*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(S) REPRESENTATIVE**	
☑ CHECK IF POINT OF CONTACT FOR APPLICATION	
☑ CHECK IF POINT OF CONTACT FOR FEE PAYMENT***	
Representative Name	Nick Young
Address	2060 Hoyt Street
City, State, Zip	Lakewood, CO 80215
Telephone	816.509.1769
Email	nick@thinkingmodern.com

**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):	1085 North Lowell Boulevard
Assessor's Parcel Numbers:	05064-16-018-000
Area in Acres or Square Feet:	9370
Current Zone District(s):	E-SU-D1X
PROPOSAL	
Proposed Zone District:	U-RH-2.5
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?	☑ **Yes - State the contact name & meeting date** 09.09.22 ☐ **No - Describe why not (in outreach attachment, see bottom of p. 3)**
Did you contact the City Council District Office regarding this application ?	☑ **Yes - if yes, state date and method** 06.22.22 ☐ **No - if no, describe why not (in outreach attachment, see bottom of p. 3)**

REZONING REVIEW CRITERIA (ACKNOWLEDGE EACH SECTION)

General Review Criteria DZC Sec. 12.4.10.7.A Check box to affirm **and** include sections in the review criteria narrative attachment	☑ **Consistency with Adopted Plans: The proposed official map amendment is consistent with the City's adopted plans, or the proposed rezoning is necessary to provide land for a community need that was not anticipated at the time of adoption of the City's Plan.** Please provide a review criteria narrative attachment describing **how** the requested zone district is consistent with the policies and recommendations found in **each** of the adopted plans below. Each plan should have its' own subsection. **1. *Denver Comprehensive Plan 2040*** In this section of the attachment, describe **how** the proposed map amendment is consistent with *Denver Comprehensive Plan 2040*'s a) equity goals, b) climate goals, and c) any other applicable goals/strategies. **2. *Blueprint Denver*** In this section of the attachment, describe **how** 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 *Blueprint Denver*. **3. Neighborhood/ Small Area Plan and Other Plans (List all from pre-application meeting, if applicable):** West Area Plan
General Review Criteria: DZC Sec. 12.4.10.7. B & C Check boxes to the right to affirm **and** include a section in the review criteria for Public Health, Safety and General Welfare narrative attachment.	☑ **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.** ☑ **Public Health, Safety and General Welfare: The proposed official map amendment furthers the public health, safety, and general welfare of the City.** In the review criteria narrative attachment, please provide an additional section describing **how** the requested rezoning furthers the public health, safety and general welfare of the City.
Review Criteria for Non-Legislative Rezonings: DZC Sec. 12.4.10.8 For Justifying Circumstances, check box and include a section in the review criteria narrative attachment. For Neighborhood Context, Purpose and Intent, check box **and** include a section in the review criteria narrative attachment.	**Justifying Circumstances - One of the following circumstances exists:** ☐ The existing zoning of the land was the result of an error; ☐ The existing zoning of the land was based on a mistake of fact; ☐ 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; ☑ 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: a. Changed or changing conditions in a particular area, or in the city generally; or, b. A City adopted plan; or c. That the City adopted the Denver Zoning Code and the property retained Former Chapter 59 zoning. ☐ 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. 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. ☑ **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.** In the review criteria narrative attachment, please provide a separate section describing **how** 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.

201 W. Colfax Ave., Dept. 205
Denver, CO 80202
720-865-2974 • rezoning@denvergov.org

December 19, 2022 $1,000 PD CC

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 is document is required.)
- ☐ **Other Attachments.** Please describe below.

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)
EXAMPLE John Alan Smith and Josie Q. Smith	123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov	100%	*John Alan Smith* *Josie Q. Smith*	01/12/20	(A)	YES
KLP LLC	1085 N Lowell Blvd Denver, CO 80204 kristinlpeterson24 @yahoo.com	100%		11.30.2022		YES NO
						YES NO
						YES NO
						YES NO

SIGNLOC

TITLE & ESCROW

2401 15TH Street, Denver, CO 80202
720-924-300
Denver@Signloctitle.com

KLP, LLC, a Colorado Limited Liability Company
3546 Shoshone Street
Denver, CO 80211

RE: File No. SL-202857-CO
Property Address 1085 Lowell Blvd., Denver, CO

Congratulations on the purchase of the real estate described in the enclosed Owner's Policy of Title Insurance. We remind you to keep this Policy in a secure place as it represents an important safeguard of your real estate investment. We will keep an electronic copy as well. When you engage in another real estate transaction such as a refinance or sale, call us to see if you qualify for a reduction in costs.

In addition to the Owner's Policy of Title Insurance we are including the original Warranty Deed.

Should you have any questions or concerns, please do not hesitate to contact us. If you are in need of Title insurance in the future whether it is a sale, purchase or refinance we would love to work with you again!

Sincerely,

Signloc Title & Escrow

Keeping Real Estate Simple, Safe, and Affordable!

2022i-00146

December 19, 2022 $1,000 PD CC

2022073486
Page: 1 of 1
06/01/2022 04:15 PM R $13.00 D $60.00
City & County of Denver WD
Electronically Recorded

WARRANTY DEED

DOC FEE: 60.00

THIS DEED, made this 29 May,2022
between **David N. Hubbard**

of the County of Denver and State of Colorado, grantor(s),
and
KLP, LLC, a Colorado Limited Liability Company

whose legal address is: **1085 Lowell Blvd., Denver, CO 80204**
of the County of Denver and State of Colorado, grantees:

WITNESS, that the grantor(s), for and in consideration of the sum of **600,000.00 (SIX HUNDRED THOUSAND AND 00/100)** the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, in severalty, all the real property, together with improvements, if any, situate, lying and being in the County of Denver and State of Colorado, described as follows:

LOTS 46, 47 AND 48, BLOCK 16, WEST VILLA PARK, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

also known by street and number as: **1085 Lowell Blvd., Denver, CO 80204**

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor(s), for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that of the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature, except Statutory Exceptions as defined in C.R.S §38-30-113(5)(a).

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

David N. Hubbard

CASSIE ZOELLNER
Notary Public
State of Colorado
Notary ID # 20194018336
My Commission Expires 05-14-2023

STATE OF COLORADO
COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 29 day of May, 2022 by David N. Hubbard.

Notary's Official Signature

My Commission Expires:

SIGNLINC
TITLE & ESCROW

WARRANTY DEED (To Joint Tenants) SL-202857-CO

2022i-00146

December 19, 2022 $1,000 PD CC

stewart

ALTA OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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, STEWART TITLE GUARANTY COMPANY, a Texas 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.

Countersigned by:

Authorized Countersignature

Signloc Closing, Inc. D/B/A Signloc Title and Escrow
Company Name

2401 15th Street
Suite 150
Denver, CO 80202
City, State

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions.

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COVERED RISKS - Continued

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.

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, avenues, 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.

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(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.

(k) "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.

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 obligations 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 this 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

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(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 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.

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 of 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.

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17. CHOICE OF LAW; FORUM

(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 Claims Department at P.O. Box 2029, Houston, TX 77252-2029.

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ALTA OWNER'S POLICY FOR TITLE INSURANCE
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Name and Address of Title Insurance Company

Stewart Title Guaranty Company
P.O. Box 2029
Houston, TX 77252-2029

File No.: SL-202857-CO

Policy No.: O-0000489698710

Address Reference: 1085 Lowell Blvd., Denver, CO 80204

Amount of Insurance: $600,000.00

Premium: $2,173.00

Date of Policy: June 1, 2022 at 04:15pm or recording date of the insured instrument, whichever is later

1. Name of Insured:
   KLP, LLC

2. The estate or interest in the Land that is insured by this policy is:
   fee simple

3. Title is vested in:
   KLP, LLC, a Colorado Limited Liability Company

4. The Land referred to in this policy is described as follows:
   The land is described as set forth in Exhibit A attached hereto and made a part hereof.

Countersigned by:
Signloc Title & Escrow
2401 15th Street, 150
Denver, CO 80202

By: _____
Authorized Officer or Agent

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E-Filed

Colorado Secretary of State
Date and Time: 10/19/2014 12:21 PM
ID Number: 20141631558

Document number: 20141631558
Amount Paid: $1.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

KLP Inc.

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

1950 Logan St #1101
(Street number and name)

Denver — *(City)*
CO — *(State)*
80203 — *(ZIP/Postal Code)*
(Province – if applicable)
United States — *(Country)*

Mailing address
(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) *(State)* *(ZIP/Postal Code)*
(Province – if applicable) *(Country)*

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name
(if an individual)

Peterson — *(Last)*
Kristin — *(First)*
Lynne — *(Middle)*
(Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

1950 Logan St #1101
(Street number and name)

Denver — *(City)*
CO — *(State)*
80203 — *(ZIP Code)*

Mailing address
(leave blank if same as street address)

(Street number and name or Post Office Box information)

_____ CO _____.
(City) (State) (ZIP Code)

(The following statement is adopted by marking the box.)

☑ The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual) Peterson Kristin Lynne _____
(Last) (First) (Middle) (Suffix)

or

(if an entity) _____

(Caution: Do not provide both an individual and an entity name.)

Mailing address 1950 Logan St #1101
(Street number and name or Post Office Box information)

_____

Denver CO 80203
(City) (State) (ZIP/Postal Code)

_____ United States.
(Province – if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in
(Mark the applicable box.)

☐ one or more managers.

or

☑ the members.

6. *(The following statement is adopted by marking the box.)*

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

7. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

☐ This document contains additional information as provided by law.

8. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____.
(mm/dd/yyyy hour:minute am/pm)

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

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

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Peterson (Last) Kristin (First) Lynne (Middle) _____ (Suffix)

1950 Logan St #1101
(Street number and name or Post Office Box information)

_____

Denver (City) CO (State) 80203 (ZIP/Postal Code)

_____ (Province – if applicable) United States (Country).

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:
This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

OPERATING AGREEMENT
of
KLP Inc

This Operating Agreement (the "Agreement") made and entered into this 3rd day of June, 2021 (the "Execution Date"),

BY:

Kristin Peterson of 3546 Shoshone St. Denver CO 80211

(the "Member").

BACKGROUND:

A. The Member wishes to be the sole member of a limited liability company.

B. The terms and conditions of this Agreement will govern the Member within the limited liability company.

IN CONSIDERATION OF and as a condition of the Member entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Member agrees as follows:

Formation

1. By this Agreement, the Member forms a Limited Liability Company (the "Company") in accordance with the laws of the State of Colorado. The rights and obligations of the Member will be as stated in the Colorado Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

Name

2. The name of the Company will be KLP Inc.

Sole Member

3. While the Company consists only of one Member, any reference in this Agreement to two or more Members and that requires the majority consent or unanimous consent of Members, or that requires a certain percentage vote of Members, should be interpreted as only requiring the consent or vote of the sole Member.

Purpose

4. Short Term Rental Management.

Term

5. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

6. The Principal Office of the Company will be located at 3546 Shoshone St. Denver CO 80211 or such other place as the Member may from time to time designate.

Capital Contributions

7. The following table shows the Initial Contributions of the Member. The Member agrees to make the Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
Kristin Peterson	Time and effort	$10,000.00

Allocation of Profits/Losses

8. Subject to the other provisions of this Agreement, the Net Profits or Losses, for accounting purposes, will accrue to and be borne by the sole Member:

Kristin Peterson of 3546 Shoshone St. Denver CO 80211.

9. Where the Company consists of two or more Members, no Member will have priority over any other Member for the distribution of Net Profits or Losses.

Nature of Interest

10. A Member's Interest in the Company will be considered personal property.

Withdrawal of Contribution

11. Where the Company consists of two or more Members, no Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

12. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as otherwise provided in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

13. Capital Contributions may be amended from time to time, according to the business needs of the Company. However, if additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, and where the Company consists of two or more Members, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case, the allocation of Net Profits or Losses and the distribution of assets on dissociation or dissolution will be adjusted accordingly.

14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

Capital Accounts

15. An individual capital account (the "Capital Account") will be maintained for each Member and their Initial Contributions will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

Interest on Capital

16. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

Management

17. Management of this Company is vested in the Member.

Authority to Bind Company

18. Any Member has the authority to bind the Company in contract.

Duty of Loyalty

19. Any Member may invest in or engage in any business of any type, including without limitation, a business that is similar to the business of the Company whether or not in direct competition with the Company and whether or not within the established or contemplated market regions of the Company. Neither the Company nor any Member will have any right to that opportunity or any income derived from that opportunity.

Duty to Devote Time

20. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company's business.

Member Meetings

21. Where the Company consists of two or more Members, a meeting may be called by any Member providing that reasonable notice has been given to the other Members.

22. Regular meetings of the Members will be held only as required.

Voting

23. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

Admission of New Members

24. No new Members may be admitted into the Company.

Voluntary Withdrawal of a Member

25. A Member may not withdraw from the Company without the unanimous consent of the remaining Members. Any such unauthorized withdrawal will be considered a wrongful dissociation and a breach of this Agreement. In the event of any such wrongful dissociation, the withdrawing Member will be liable to the remaining Members for any damages incurred by the remaining Members including but not limited to the loss of future earnings.

26. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.

27. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

28. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.

29. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

30. Where the Company consists of two or more Members, in the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's Interests, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member.

31. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.

32. Any remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.

33. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.

34. Where any remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

35. Where the Company consists of two or more Members, in the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest.

Assignment of Interest

36. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's Interests in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

Valuation of Interest

37. Where the Company consists of two or more Members, a Member's financial interest in the Company will be in proportion to their Capital Contributions, inclusive of any Additional Capital Contributions.

38. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members.

39. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

40. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.

41. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:

    a. in satisfaction of liabilities to creditors except Company obligations to current Members;

    b. in satisfaction of Company debt obligations to current Members; and then

c. to the Member.

Records

42. The Company will at all times maintain accurate records of the following:

a. Information regarding the status of the business and the financial condition of the Company.

b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.

c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.

d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.

e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.

43. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

Books of Account

44. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

Banking and Company Funds

45. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Member. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Audit

46. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Tax Treatment

47. This Company is intended to be treated as a corporation, for the purposes of Federal and State Income Tax.

Annual Report

48. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:

    a. A copy of the Company's federal income tax returns for that fiscal year.

Goodwill

49. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Governing Law

50. The Members submit to the jurisdiction of the courts of the State of Colorado for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Force Majeure

51. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

Forbidden Acts

52. No Member may do any act in contravention of this Agreement.

53. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.

54. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.

55. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.

56. No Member may confess a judgment against the Company.

57. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

Indemnification

58. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

Liability

59. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Liability Insurance

60. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Life Insurance

61. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

Amendment of this Agreement

62. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

Title to Company Property

63. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

Miscellaneous

64. Time is of the essence in this Agreement.

65. This Agreement may be executed in counterparts.

66. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.

67. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

68. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.

69. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.

70. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.

71. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

Definitions

72. For the purpose of this Agreement, the following terms are defined as follows:

    a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.

    b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.

    c. "Distributions" means a payment of Company profits to the Members.

d. "Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.

e. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.

f. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).

g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.

h. "Principal Office" means the office whether inside or outside the State of Colorado where the executive or management of the Company maintain their primary office.

i. "Voting Members" means the Members who belong to a membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members.

IN WITNESS WHEREOF the Member has duly affixed their signature under hand and seal on this 3rd day of June, 2021.

Kristin Peterson (Member)

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June 6 2021

Single Member LLC Board Meeting

The member, Kristin Peterson, agrees to change the name from KLP Inc. to KLP LLC effective immediately. The entity is an LLC for legal purposes and an S corporation for tax purposes.

Kristin Peterson

Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.

E-Filed

Colorado Secretary of State
Date and Time: 06/06/2021 09:01 PM
ID Number: 20141631558

Document number: 20211534965
Amount Paid: $25.00

ABOVE SPACE FOR OFFICE USE ONLY

Amended and Restated Articles of Organization
filed pursuant to §7-90-301, et seq. and §7-90-304.5 of the Colorado Revised Statutes (C.R.S.)

1. For the entity, its ID number and entity name are

   ID number 20141631558
   (Colorado Secretary of State ID number)

   Entity name KLP Inc.

2. The new entity name (if applicable) is KLP LLC.

3. The amended and restated constituent filed document is attached.

4. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

   (If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

   The delayed effective date and, if applicable, time of this document is/are _____.
   (mm/dd/yyyy hour:minute am/pm)

Notice:
Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

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

5. The true name and mailing address of the individual causing the document to be delivered for filing are

   Peterson (*Last*) Kristin (*First*) _____ (*Middle*) _____ (*Suffix*)

   3546 Shoshone St
   (Street name and number or Post Office Box information)

   Denver (*City*) CO (*State*) 80211 (*Postal/Zip Code*)

   _____ (*Province – if applicable*) United States (*Country – if not US*)

December 19, 2022 $1,000 PD CC

December 30, 2022

To Whom it May Concern:

Kristin Peterson is the sole member of KLP LLC. Kristin Peterson is authorized to make all decisions for KLP LLC as well as sign on behalf of KLP LLC.

Additionally, Kristin Peterson on behalf of KLP LLC gives authorization to Nick Young to represent KLP LLC for formal rezoning of the property 1085 Lowell Blvd Denver CO 80204.

_____

Kristin Peterson

30 November 2022

M.O.D.
2060 Hoyt Street
Lakewood, CO 80215

RE: 1085 North Lowell Boulevard - Rezoning Review Criteria Narrative
Rezoning request from the existing E-SU-D1X to U-Rh-2.5

General Review Criteria DZC Sec. 12.4.10.7.A

Denver Comprehensive Plan 2040
The requested zoning is in line with this adopted plan as it meets the intent of the following goals of the adopted building plan:

Equitable, Affordable and Inclusive; Goal 2, Strategy A
Creates a greater mix of housing options in the neighborhood for individuals and families. The rezone will allow for multiple building forms and different size of units to be constructed relative the current zoning of only a single family residence.

Strong and Authentic Neighborhoods; Goal 1, Strategy B
Ensure neighborhoods offer a mix of housing types. We will be offering different scaled and programs within units and unit types with this rezone. It will allow different prices points for buyers.

Environmentally Resilient Goal 8; Strategy A
Promote infill development where infrastructure and series are already in place. We have the light rail directly to the north of this lot and a rail stop within 1 block.

Blueprint Denver
Future Neighborhood Context Map
The site falls within the desired Urban context. This is driven by the vicinity of the rail to the north. Our proposed zone district is also Urban.

Future Places Type Map
The site falls within the desired High-Medium context per this map which is a mix of mid-scale multi-unit residential options. Our proposed zoning will allow multi-unit structures compared to the existing single unit use/district.

Growth Area Strategy Map
The site falls within the local or undesignated growth area. The proposed rezoning will allow for a greater density in general however.

Future Street Type Map

10th Avenue to the south is designated as a collector (as it is existing as well). We see most traffic coming from the south, 10th Avenue to our site. The rail will then hopefully be engaged as well to the north.

West Area Plan

This plan should be adopted here soon it seems and we've been informed it would supersede the West Colfax Plan and The Villa Park Neighborhood Plan (which our rezone request are in line with contextually as well). For the West Area Plan, a desired Low-Medium residential is desired. The definition according to this plan of Low-Medium would be mix of low-to mid-scale multi-unit residential building forms.

General Review Criteria: DZC Sec. 12.4.10.7. B & C

Public Health, Safety and General Welfare

The proposed official map amendment furthers the public health, safety, and general welfare of the City by providing an opportunity for new construction which will be built to higher building and code standards relative to the existing structure on the lot. The current structure as is is unlivable and the price point of the lot with the current zoning would not make it a good candidate for a new build single family home due to costs. A more dense zoning would allow the opportunity to develop new safer, well built products for buyers. A new development on the lot would also provide Right Of Way improvements which would include new detached side walks on two streets front the widths of the property as well as accessible ramps on these public walks given the corner lot environment.

DZC Sec. 12.4.10.8

Justifying Circumstances

The proposed rezone is in line with multiple adopted building plans. Of which, the soon to be adopted West Area Plan would be the most up to date in regards to the areas growth intent and plans.

Neighborhood Context

The proposed rezone of a RH district is in line with direct neighborhood context to the east 1 block. The entire north side of the rail is also multi unit districts ranging from 5 story buildings to row homes as well.

Nick Young Sent - Exchange 8:15 PM

Rezoning - 1085 N Lowell Blvd - Gulch Vitalization 1085

To: info@wecandenver.org

Good day,

This is Nick with MOD. We like to design nice buildings and are looking at a possible rezoning opportunity at 1085 N Lowell Blvd. I was reaching out to share out rezoning intent for the above property.

We'd love to pursue a rezone for the above lot due to it's vicinity to the Rail and Knox Court. We selected this lot in particular due to its' location, its' topography and general context. We see a nice blend of single family homes and what seem to be up and coming row homes. We'd love to help create some more responsive architectural designs that have quality front porches and can really engage with the Gulch to the north. When looking into Denver Blue Print, the future goals are Medium-High Residential here between 10th Avenue and the Rail. However, due to the context, we feel as if Apartment buildings would not be great on this side of the rail. In my opinion, some are not well thought out on the north side of the rail at the moment and we'd love to help avoid this in the near future. It seems the West Area Plan draft will be coming out soon and will encourage Row homes for this particular lot as well.

Rather, we'd love to be on the front end of the what seems to be pending development and really set some nice, responsible precedents for what the area would like to see in regards to architecture in the future. Let me know next steps if there are any for some quality back and forth dialogue! I have already met with Jamie Torres, the District 3 representative. She provided some great feedback as she lives a couple blocks to the east and is a 3rd generation resident. We are really looking for more of this type of feedback and would love to chat soon.

Thank you,

Nick Young
816.509.1769
MOD
thinkingmodern.com
nick@thinkingmodern.com

2022i-00146

December 19, 2022 $1,000 PD CC

Unable to verify message signature

Show Details

Nick Young

July 12, 2022 at 4:57 PM

Re: Possible Rezoning - 1085 N Lowell Blvd - Gulch Vitalization 1085

To: villaparkdenver@gmail.com

Hello Villa Park,

Following up on the below email after the Holiday week. Please let me know next steps to have communications.

Thanks!

Nick Young
816.509.1769
MOD
thinkingmodern.com
nick@thinkingmodern.com

See More from Nicholas Young

Unable to verify message signature

Show Details

Nick Young

June 29, 2022 at 4:15 PM

Possible Rezoning - 1085 N Lowell Blvd - Gulch Vitalization 1085

To: villaparkdenver@gmail.com

Good day,

This is Nick with MOD. We like to design fun things and are looking at a possible rezoning opportunity at 1085 N Lowell Blvd. I was reaching out to hopefully set up a meeting with the Villa Park Neighborhood Association minds. We are looking to get some high level feedback of what makes the neighborhood memorable, warm and inviting.

We'd love to pursue a rezone for the above lot due to it's vicinity to the Rail and Knox Court. We selected this lot in particular due to its' location, its' topography and general context. We see a nice blend of single family homes and what seem to be up and coming row homes and town homes. We'd love to help create some more responsive architectural designs that have quality front porches and can really engage with the Gulch to the north. When looking into Denver Blue Print, the future goals are Medium-High Residential here between 10th Avenue and the Rail. However, due to the context, we feel as if Apartment buildings would not be great on this side of the rail. In my opinion, some are not well thought out on the north side of the rail at the moment and we'd love to help avoid this in the near future.

Rather, we'd love to be on the front end of the what seems to be pending development and really set some nice, responsible precedents for what Villa Park would like to see in regards to architecture in the future. Let me know next steps and I'm there to discuss! I have already met with Jamie Torres, the District 3 representative. She provided some great feedback as she lives a couple blocks to the east and is a 3rd generation resident. We are really looking for more of this type of feedback and would love to chat soon.

Thank you,

Nick Young
816.509.1769
MOD
thinkingmodern.com
nick@thinkingmodern.com

Get Mail | New Message | Archive | Delete | Junk | Reply | Reply All | Forward | Flag | Mute | Search

Nick Young Sent - Exchange 8:14 PM

Rezoning - 1085 N Lowell Blvd - Gulch Vitalization 1085

To: Unitedwestdenver80204@outlook.com

Good day,

This is Nick with MOD. We like to design nice buildings and are looking at a possible rezoning opportunity at 1085 N Lowell Blvd. I was reaching out to share out rezoning intent for the above property.

We'd love to pursue a rezone for the above lot due to it's vicinity to the Rail and Knox Court. We selected this lot in particular due to its' location, its' topography and general context. We see a nice blend of single family homes and what seem to be up and coming row homes. We'd love to help create some more responsive architectural designs that have quality front porches and can really engage with the Gulch to the north. When looking into Denver Blue Print, the future goals are Medium-High Residential here between 10th Avenue and the Rail. However, due to the context, we feel as if Apartment buildings would not be great on this side of the rail. In my opinion, some are not well thought out on the north side of the rail at the moment and we'd love to help avoid this in the near future. It seems the West Area Plan draft will be coming out soon and will encourage Row homes for this particular lot as well.

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Thank you,

Nick Young
816.509.1769
MOD
thinkingmodern.com
nick@thinkingmodern.com

2022i-00146

December 19, 2022 $1,000 PD CC

Unable to verify message signature

Show Details

Nick Young

Rezoning - 1085 N Lowell Blvd - Gulch Vitalization 1085

To: tom@sloanslakecitizensgroup.org

Sent - Exchange 8:17 PM

Good day Tom,

This is Nick with MOD. We like to design nice buildings and are looking at a possible rezoning opportunity at 1085 N Lowell Blvd. I was reaching out to share our rezoning intent for the above property.

We'd love to pursue a rezone for the above lot due to it's vicinity to the Rail and Knox Court. We selected this lot in particular due to its' location, its' topography and general context. We see a nice blend of single family homes and what seem to be up and coming row homes. We'd love to help create some more responsive architectural designs that have quality front porches and can really engage with the Gulch to the north. When looking into Denver Blue Print, the future goals are Medium-High Residential here between 10th Avenue and the Rail. However, due to the context, we feel as if Apartment buildings would not be great on this side of the rail. In my opinion, some are not well thought out on the north side of the rail at the moment and we'd love to help avoid this in the near future. It seems the West Area Plan draft will be coming out soon and will encourage Row homes for this particular lot as well.

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Thank you,

Nick Young
816.509.1769
MOD
thinkingmodern.com
nick@thinkingmodern.com

2022i-00146

December 19, 2022 $1,000 PD CC

Equity Brief

Overview

What is equity?

Equity is when everyone, regardless of who they are or where they come from, has the opportunity to thrive. Where there is equity, a person's identity does not determine their outcome. The city's vision is for every resident to live in a complete neighborhood with access to jobs, amenities and services so that all Denverites – regardless of their race, ability, income, age, gender, etc. – can thrive.

New development projects can impact equity for an area through factors such as access to open space, access to and the mix of jobs, and housing choices. Each rezoning and/or Large Development Review (LDR) proposal provides an opportunity to understand how one project can improve, or at least not increase, existing inequities.

How do we measure equity?

Equity is measured using three concepts from Blueprint Denver: Access to Opportunity; Vulnerability to Displacement; and Housing and Jobs Diversity. Each equity concept is measured using multiple metrics. For example, Access to Opportunity measures several indicators that reflect the city's goal for all neighborhoods to have equitable access to a high quality of life, including access to transit, fresh food, and open space.

How to read equity scores

Each equity concept is given a scoring metric from most equitable to least equitable. Below is an interpretation of the scoring metrics:

Access to Opportunity - measures an area's access to opportunity through Social Determinants of Health (percent of population who are high school graduates and percent of families below the poverty line), Built Environment (access to fresh food and open space), Access to Healthcare, Child Obesity, Life Expectancy, Access to Transit, and Access to Centers and Corridors

> 3.16 – 4.05	> 2.77 – 3.16	> 2.44 – 2.77	> 2 – 2.44	0.1 – 2
Less Access to Opportunity				More Access to Opportunity

Vulnerability to Displacement – measures and area's vulnerability to displacement through Educational Attainment, Rental Occupancy, and Median Household Income

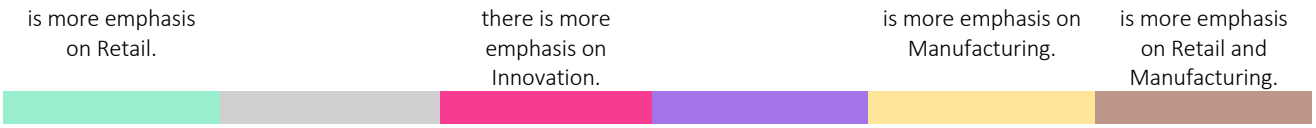
0	1	2	3
Not Vulnerable			Most Vulnerable

Housing Diversity – measures the diversity of housing stock for an area compared to the city. This includes Missing Middle Housing, Diversity of Bedroom Count Per Unit, Ratio of Owners to Renters, Housing Costs, and Income Restricted Units

0	1	2	3	4	5
Least Diverse					Most Diverse

Job Diversity – measures two key factors related to the availability and variety of employment options: (1) Jobs density: the amount of jobs in different parts of the city, depicted by the intensity of color and measures as jobs per acre; and (2) Jobs diversity: The mix of jobs in different parts of the city. The mix of jobs is depicted by different colors:

The job mix is dissimilar to the city's overall job mix, because there	Less than 100 jobs. Data Values below are not applicable.	The job mix is dissimilar to the city's overall job mix, because	The job mix is similar to the city's overall job mix.	The job mix is dissimilar to the city's overall job mix, because there	The job mix is dissimilar to the city's overall job mix, because there



Why do we measure equity?

Identifying issues of inequity in a specific area helps identify opportunities for new development to reduce those inequities. By specifically addressing the low-scoring metrics, we can improve the equity for the community around the site and throughout the entire city. Below is an equity analysis specific to this site. It highlights lower scores. Staff has provided potential considerations for improving the identified inequities. Please note that these are suggested examples and applicant is expected to provide a broader set of solutions through the Equity Menu provided as an attachment to this document.

Site Equity Analysis

The Equity Analysis below includes 1) equity considerations for the site from adopted plans; 2) scores for specific *Blueprint Denver* equity measures; and 3) initial recommendations for the applicant to consider at the time of development review. This list is not meant to be an exclusive or exhaustive list, and coordination of agreed-upon equity improvements will be an iterative process between the applicant team and the city. Staff has carefully considered and identified equity concerns specific to the site. The planning and equity context for the 1085 Lowell Blvd is summarized below, with additional maps and context attached as an appendix.

Site Equity Scores and Recommended Actions

ACCESS TO OPPORTUNITY - Creating more equitable access to quality-of-life amenities, health, and education.

The site area's average score is 3.11, with low scores in Built Environment (access to fresh food score low), Access to Health Services, and Child Obesity. These specific metrics are defined below, along with considerations that align with the goals Blueprint Denver. The applicant is expected to consider additional proposals that are identified in Equity Menu of Strategies attached to this document.

		Built Environment						
	Social Determinants of Health	Access to Parks	Access to Fresh Food	Access to Healthcare	Child Obesity	Life Expectancy	Access to Transit	Access to Centers and Corridors
Score	3.0	5.0	0.0	2	2	3	1	4.33
	Somewhat Equitable	Somewhat Equitable	Somewhat Equitable	Less Equitable	Less Equitable	Somewhat Equitable	Has Access to Transit	**75-99%** of the area is covered by a walk, bike, and driveshed to a center or corridor

	Metric	Score	Description	Consideration for Improvement	Response from Applicant
	Social Determinants of Health	3.00 Somewhat Equitable	Measured by a) % of high school graduates or the equivalent for those 25 years of age or older and b) percent of families below 100% of the Federal Poverty Line.	• Applicant commits to provide on-site income-restricted units, especially for 50% and below • Applicant commits to provide family services on site or partners with a local organization that promotes early parent-child learning	We are providing 8 units total. 2 of 8 will only be 550sf and the other 6 will be around 1,150sf. Our intent is to keep the price point low while also providing parking for each unit. By keeping our entry points low, we can keep all units affordable.
Built Environment	Access to Parks	3.0 More Equitable	Measured by % of living units within ¼-mile walk to a park or open space. 99.59% of households live within ¼ walk of the park.	•	• We have the wonderful gulch to the north. This spans for miles and we are providing a new accessible ramp on axis with our street corner to promote safe travels to the existing park.
Built Environment	Access to Fresh Food	0.0 Less Equitable	Measured by % of residents within ¼-mile walk to a full-service grocery store. 0% of residents live within ¼ of a full service grocery store.	• Applicant commits to promoting increased access to fresh food options • Applicant commits to provide fresh food outlets on-site, such as a community garden	• Fresh food delivery services modifies our radius of fresh food availability for 5-10 miles.
	Access to Healthcare	2 Less Equitable	**Access to Health Services** - such as clinics, prenatal services, and more.	• Applicant maps and identifies where existing facilities are in the area	• Westside Family Health Center (0.7 miles) • Beacon Place (0.7 miles) • Sloan's Lake Primary Care Center (0.9 miles)

			23.16% of women receive no prenatal care during the first trimester of pregnancy in this area	*This metric is not expected to be directly impacted by an applicant-driven rezoning but may be indirectly improved via other metrics*	
	Child Obesity	2 Less Equitable	Child Obesity measure % of children in the area that are overweight/obese. 22.04% of children and youth are obese	• Applicant commits to install and provide water/management for community garden	• Promote active lifestyle for children while emphasizing access to existing parks in the area.
	Life Expectancy	3 Somewhat Equitable	Life expectancy (in years): 78.50	*This metric is not expected to be directly impacted by the applicant but may be indirectly improved via other metrics.*	
	Access to Transit	1	Has Access to Transit. Site was completely inside of a transit buffer ½ mile from high-capacity transit or ¼ mile from frequent transit	• Applicant commits to promoting the use of and access to public transit	• Wonderful stop within .25 miles of the rail directly to the north.
	Access to Centers and Corridors	4.00	Average Score: 4.33 Total Evaluation: 75-99% of the area is covered by a walk, bike, and driveshed to a center or corridor.	• Applicant maps and identifies existing community services in the area	• Set Free Church of Denver (0.4 miles) • Wav Community Center (1.7 miles) • Adventist Community Services (2.3 miles)
				•	•

REDUCING VULNERABILITY TO DISPLACEMENT – Stabilizing residents and businesses who are vulnerable to involuntary displacement due to increasing property values and rents.

For Vulnerability to Involuntary Displacement, this area's average score is 2 out of 3. This means that the area is considered vulnerable to displacement. Specific metrics are defined below, along with considerations that align with Blueprint Denver. The applicant is expected to consider additional proposals that are identified in Equity Menu of Strategies attached to this document.

	Educational Attainment	Rental Occupancy	Median Household Income
Score	1	0	1
	Vulnerable	Not Vulnerable	Vulnerable

Metric	Score	Description	Consideration for Improvement	Response from Applicant
Educational Attainment	1 Vulnerable	Percent of 25-year-old and older without a college degree: **75.51%** Citywide Average: **50.16%** Lack of opportunities for higher education can leave residents unable to make more money and get jobs to offset increased costs	• Applicant to provide list of local resources for educational assistance	We were not able to identify brick and mortar learning facilities within 1 mile. For online schooling, we found numerous opportunities. Through our studies, there are a lot of job requests for drafting needs that can be learned through YouTube for free as well.
Rental Occupancy	0 Not Vulnerable	Percent of Renter Occupied: **32.79%** Citywide Average: **50.12%**		
Median Household Income	1 Vulnerable	Median Household income: **$62,569** Denver's Median household income: **$68,952**	• Applicant commits to affordable housing on-site and to target the marketing of affordable units to the nearby community.	We are providing 8 units total. 2 of 8 will only be 550sf and the other 6 will be around 1,150sf. Our intent is to keep the price point low while also providing parking for each unit. By keeping our entry points low, we can keep all units affordable.

EXPANDING HOUSING DIVERSITY - providing a better and more inclusive range of housing in all neighborhoods.

For Housing Diversity, this area's average score is 1 out of 5, with the area scoring low on the amount of income restricted units. Specific metrics are defined below, along with considerations that align with the goals of Blueprint Denver. The applicant is expected to consider additional proposals that are identified in Equity Menu of Strategies attached to this document.

	Missing Middle Housing	Diversity of Bedroom Count Per Unit	Owners to Renters	Housing Costs	Income Restricted Units
Score	0	1	0	0	0
	Not Diverse	Diverse	Not Diverse	Not Diverse	Not Diverse

Metric	Score	Description	Consideration for Improvement	Applicant Response
Missing Middle Housing	0 Not Diverse	Percent Housing with 2-19 units: **4.59%** Citywide:**19%** If an area had over 20% middle density housing units, it was considered "diverse", if it was less than 20% middle density it was considered "not diverse."	• Applicant commits to provide a diverse mix of residential types on-site: multi-family, duplex and single family • Applicant provides certain percentage of missing middle housing types	• We are providing 8 units total. 2 of 8 will only be 550sf and the other 6 will be around 1,150sf. We are providing a range of size of homes for our small development project while balancing construction costs (sales prices)
Diversity of Bedroom Count Per Unit	1 Diverse	Ratio: **1.03** Mix Type: **Mixed** Measured by comparing the number of housing units with 0-2 bedrooms to the number of units with 3 or more bedrooms.	• Applicant commits to build units with a variety of bedroom counts • Applicant commits to provide a certain percentage of 3 + bedroom units	• We are providing 1, 2 and 3 bedroom units.
Owners to Renters	0 Not Diverse	Owners: **67.21%** Renters: **32.79%** Denver Owners: **49.9%** Denver Renters: **50.1%**	• Applicant commits to provide a strong mix of ownership vs rental properties	• We will be providing 100% for sale units. Of which, given the neighboring conditions, we presume 1/3 will become rentals.
Housing Costs	0 Not Diverse	Mix Type: **High** The ratio of (a) housing units affordable to households earning up to 80% if the city's median income to (b) housing units affordable to households earning over 120% of the city's median income.	• Applicant commits to providing income-restricted units on-site (AMI levels should be tailored to the identified need for that area) • Commit to alternative options to reduce housing costs, such as participation in a community land trust	• We are meeting the current Accessible guidelines within this requirement.

Income Restricted Units	0 Not Diverse	Income Restricted Units: **0** Citywide Average Income Restricted Units: **175.4**	• Applicant commits to provide a specific amount of Income Restricted Units on-site	• We are meeting the current Accessible guidelines within this requirement.

EXPANDING JOB DIVERSITY - providing a better and more inclusive range of employment options in all neighborhoods.

Job Diversity in this area is similar to the City's overall job mix, with fewer retail options compared to the city. Specific metrics are defined below, along with considerations that align with the goals of Blueprint Denver. The applicant is expected to consider additional proposals that are identified in Equity Menu of Strategies attached to this document.

	Retail	Innovation	Manufacturing
Score	17.8%	59.1%	3.03%
	City Wide Average 53.5%	City Wide Average 35.7%	City Wide Average 10.7%

Metric	Score	Description	Consideration for Improvement	Applicant Response
Total Jobs	29 Jobs	Total Jobs per Acre: **0.37**	• Applicant commits to providing a range of retail choices that fills the gap of community-wide services	N/A
Retail	16 Jobs 55.17%.	This is more than the citywide Retail average of **53.5%** Retail Jobs per Acre: **0**	• Commit to provide on-site retail spaces that create retail related jobs, to help balance the mix of retail jobs in the area	N/A
Innovation	9 Jobs 35.7%.	This is greater than the citywide Innovation average of **35.7%** Innovation Jobs per Acre: **0**		
Manufacturing	4 Jobs 13.79%.	This is more than the citywide Innovation average of **10.7%** Manufacturing Jobs per Acre: **0**		

Next Steps

The Villa Park area is part of a dynamic system of components that are forever evolving. *Blueprint Denver* establishes a framework for equitable planning across Denver. By incorporating equity into planning, neighborhoods such as those in the West area can achieve Blueprint Denver's vision of creating dynamic, inclusive, and complete neighborhoods.

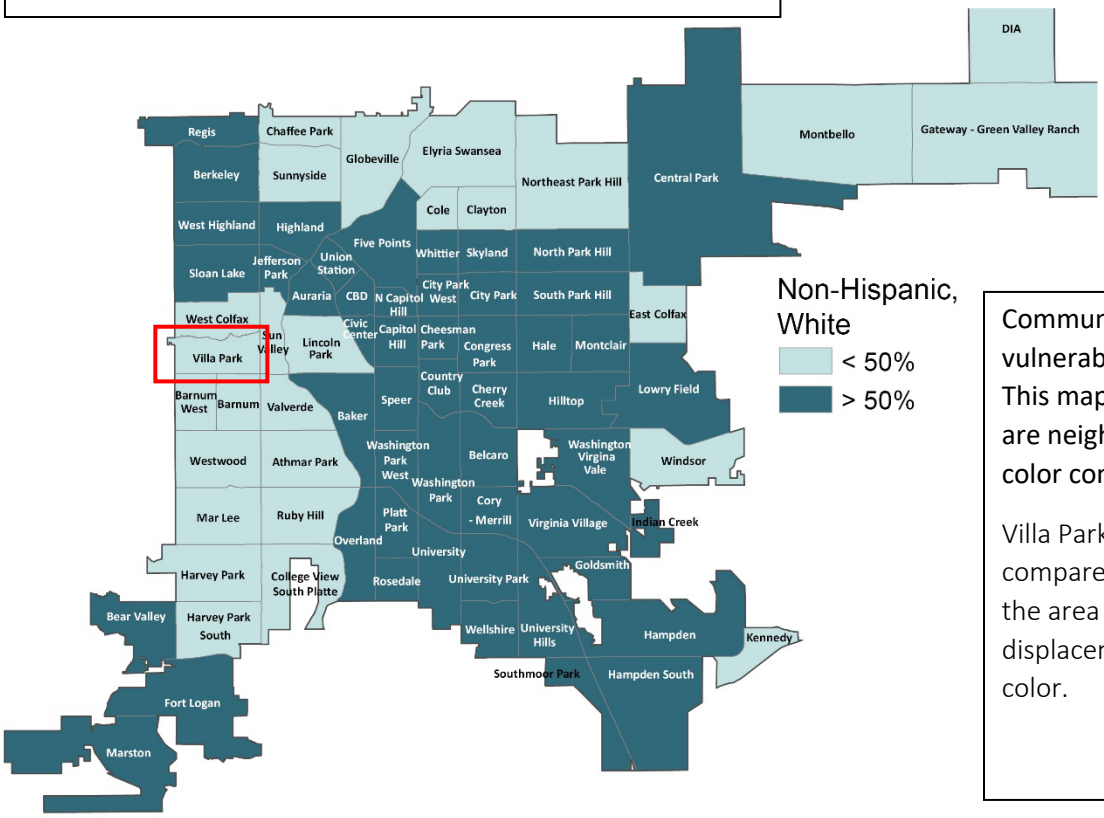
Actions

1. In response to the equity analysis provided by staff above, applicant will need to address the identified equity gaps by completing the Equity Response. The Equity Response is attached to this analysis.
2. The applicant may refer to the Equity Menu, also attached, for ideas about how to respond to equity gaps identified for this site.

CURRENT DEMOGRAPHICS AND CHANGES OVER TIME

RACIAL COMPOSITION | 2018

Villa Park: 27.3% Non-Hispanic, White
Citywide: 53.7% Non-Hispanic, White

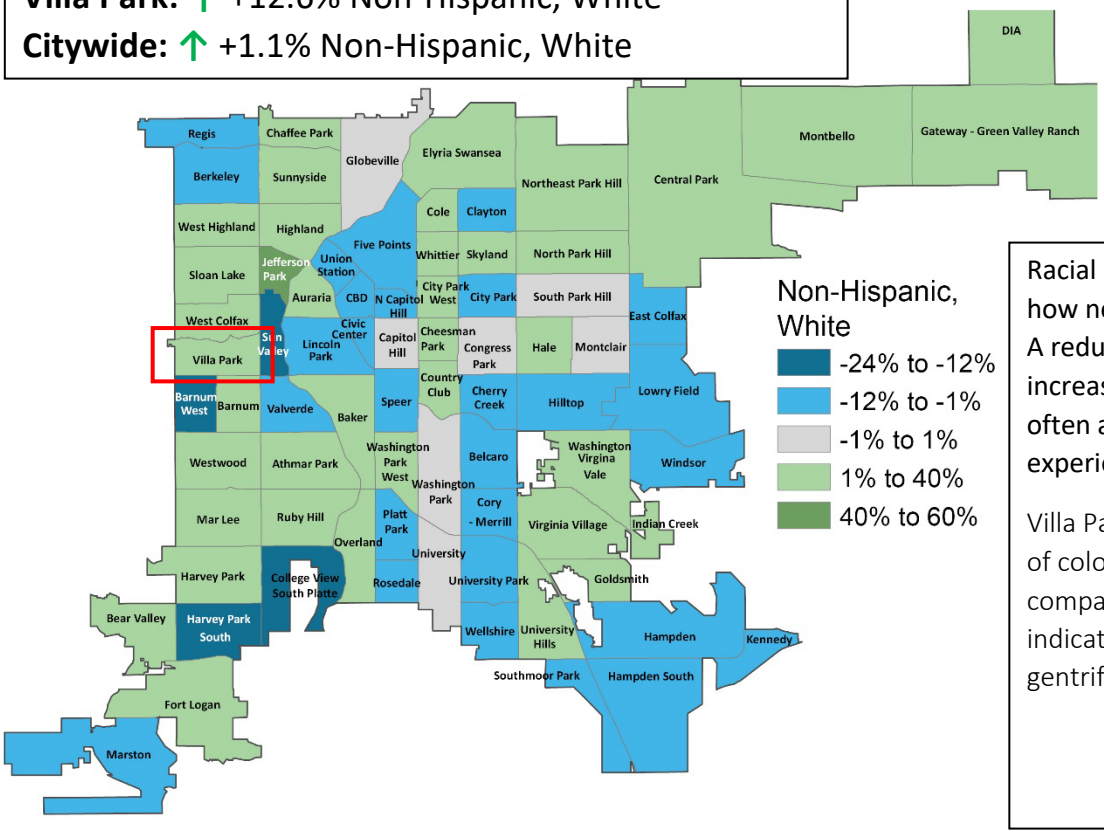


Communities of color are often more vulnerable to involuntary displacement. This map helps us understand where there are neighborhoods with more people of color compared to the rest of the city.

Villa Park has more people of color compared to Denver as a whole. This means the area could be more susceptible to displacement of existing communities of color.

RACIAL COMPOSITION | 2015-2018 (% CHANGE)

Villa Park: ↑ +12.6% Non-Hispanic, White
Citywide: ↑ +1.1% Non-Hispanic, White



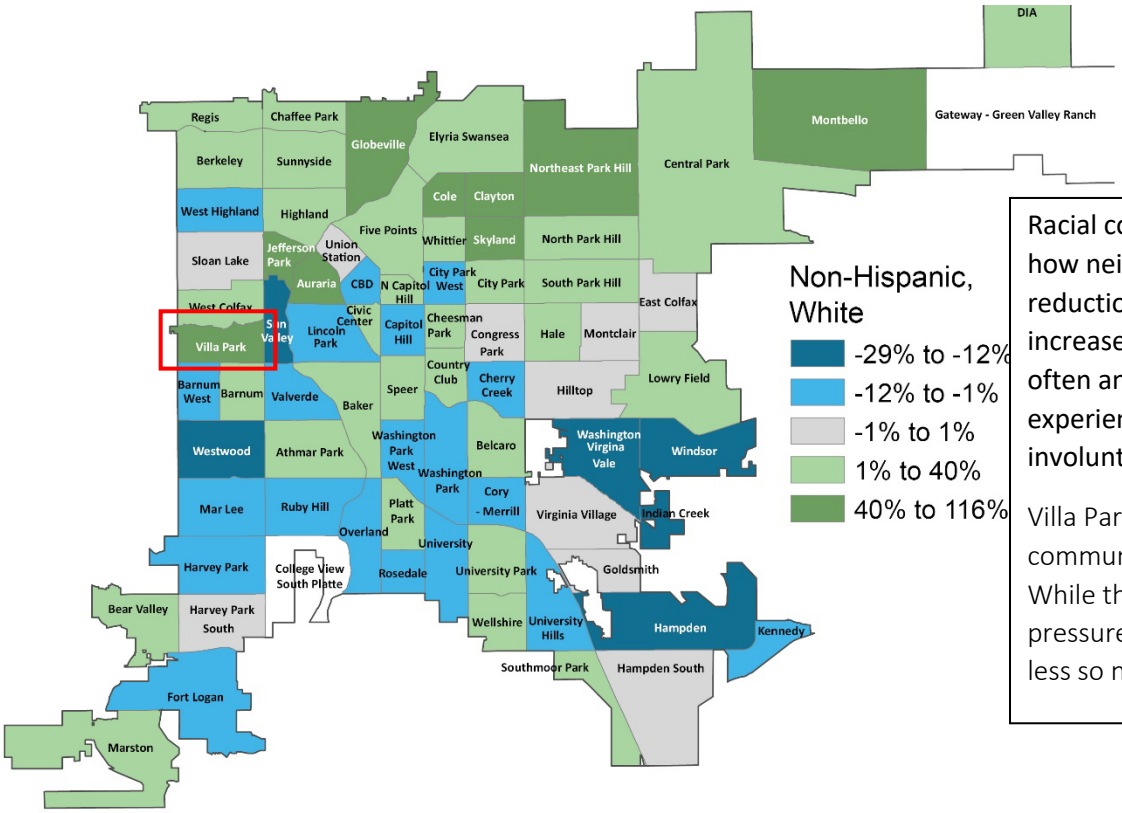
Racial composition helps us understand how neighborhoods change over time. A reduction in people of color (or an increased in non-Hispanic, White) is often an indicator that an area is experiencing involuntary displacement.

Villa Park experienced a loss of people of color between 2015-2018, especially compared to Denver as a whole, an indicator that it is experiencing gentrification and displacement.

RACIAL COMPOSITION | 2010-2015 (% CHANGE)

Villa Park: ↑+49.91% Non-Hispanic, White
Citywide: ↑ +2.5% Non-Hispanic, White

[Note: data that is unavailable for a certain neighborhood should be kept out of the analysis]

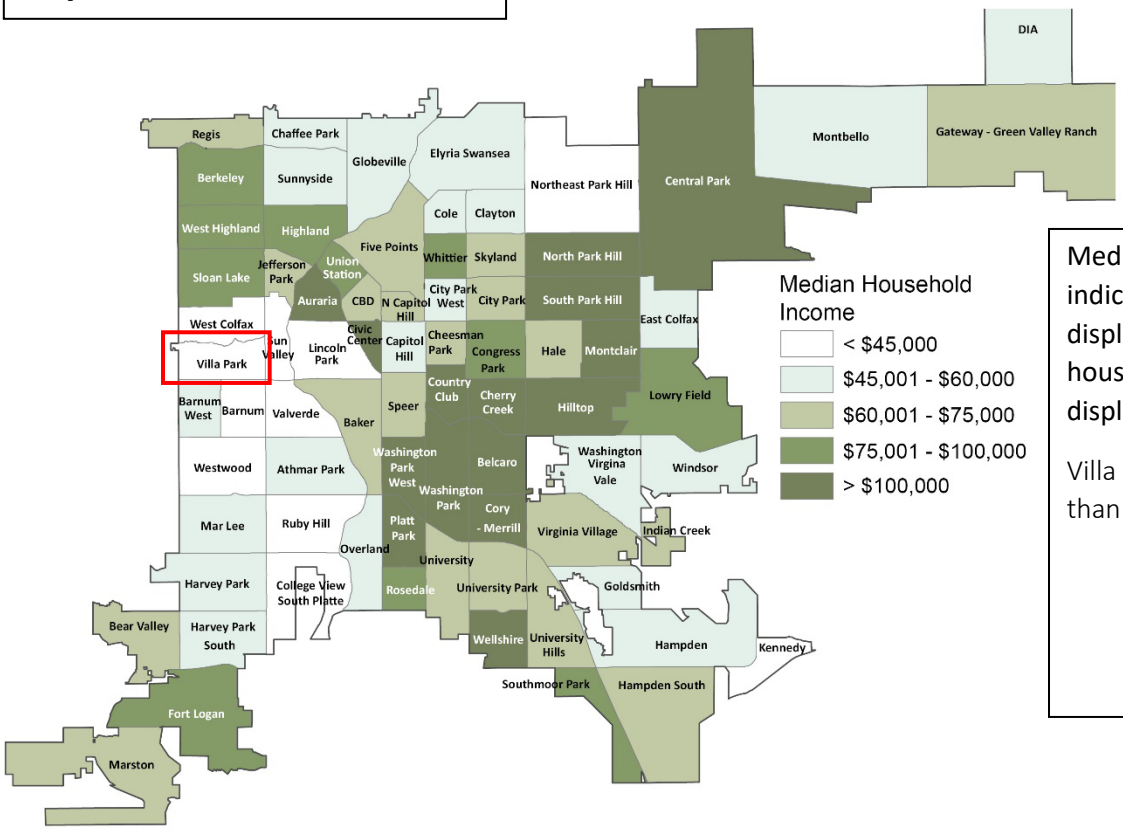


Racial composition helps us understand how neighborhoods change over time. A reduction in people of color (or an increased in non-Hispanic, White) is often an indicator that an area is experiencing gentrification and involuntary displacement.

Villa Park experienced more loss of communities of color from 2010-2015. While there are still displacement pressures on the neighborhood, they are less so now than in years past.

MEDIAN HOUSEHOLD INCOME | 2018

Villa Park: $43,376
Citywide: $63,793

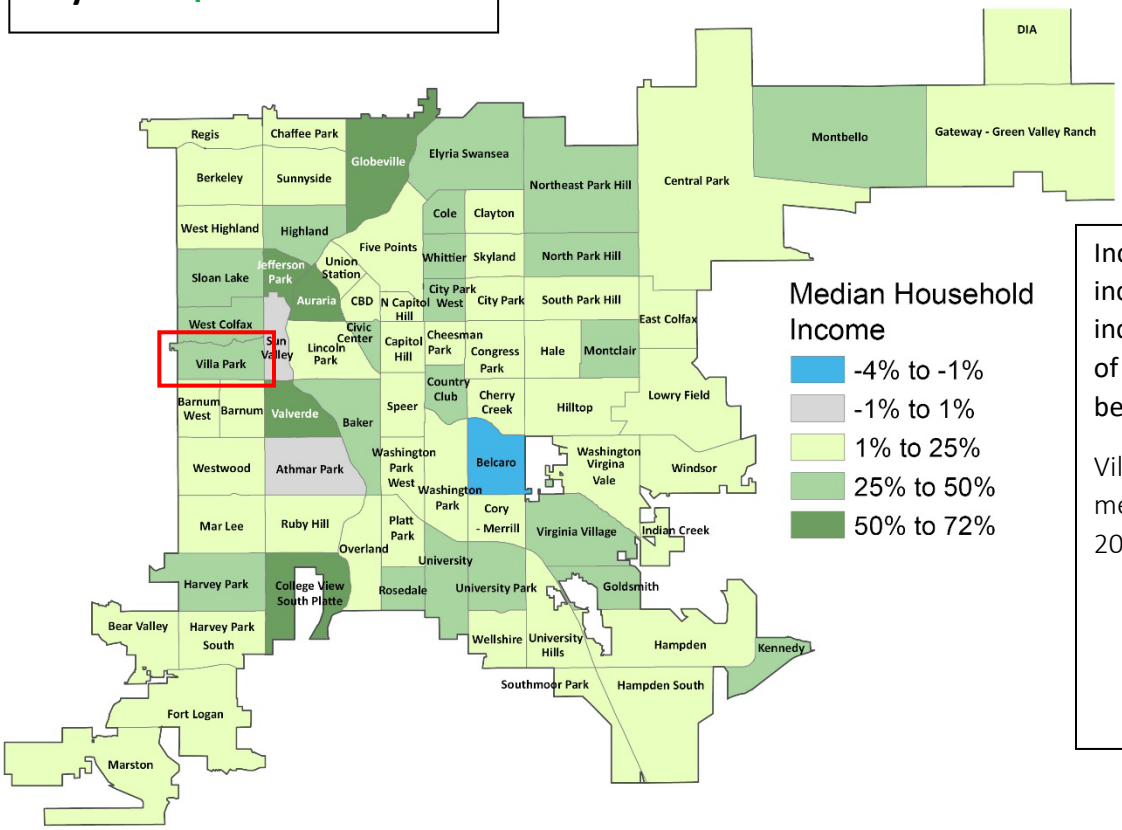


Median household income can be an indicator of vulnerability to displacement since lower income households are more susceptible to displacement.

Villa Park has a lower median income than the citywide median.

MEDIAN HOUSEHOLD INCOME | 2015-2018 (% CHANGE)

Villa Park: ↑ +30.9%
Citywide: ↑ +18.9%

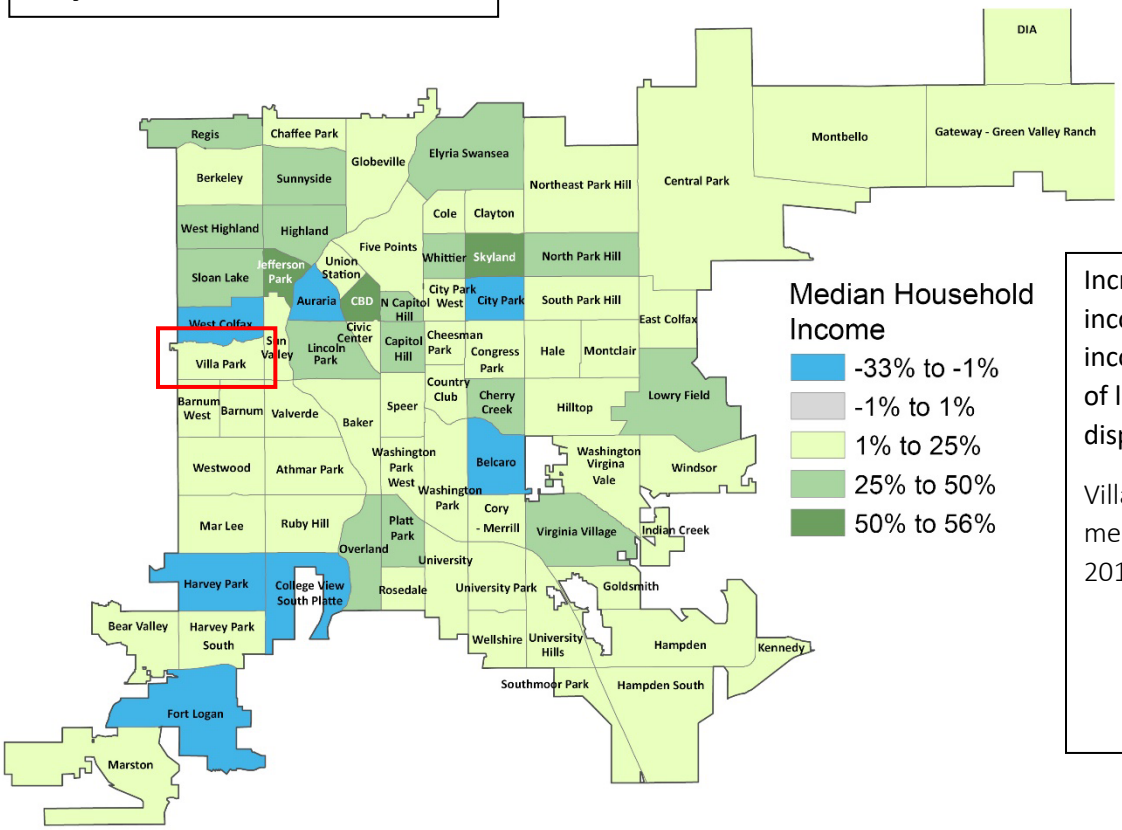


Increasing median household income could indicate higher-income families moving in, a sign of lower-income households being displaced.

Villa Park had a greater increase in median household income from 2015-2018 compared to the city.

MEDIAN HOUSEHOLD INCOME | 2010-2015 (% CHANGE)

Villa Park: ↑ +5.05%
Citywide: ↑ +17.9%

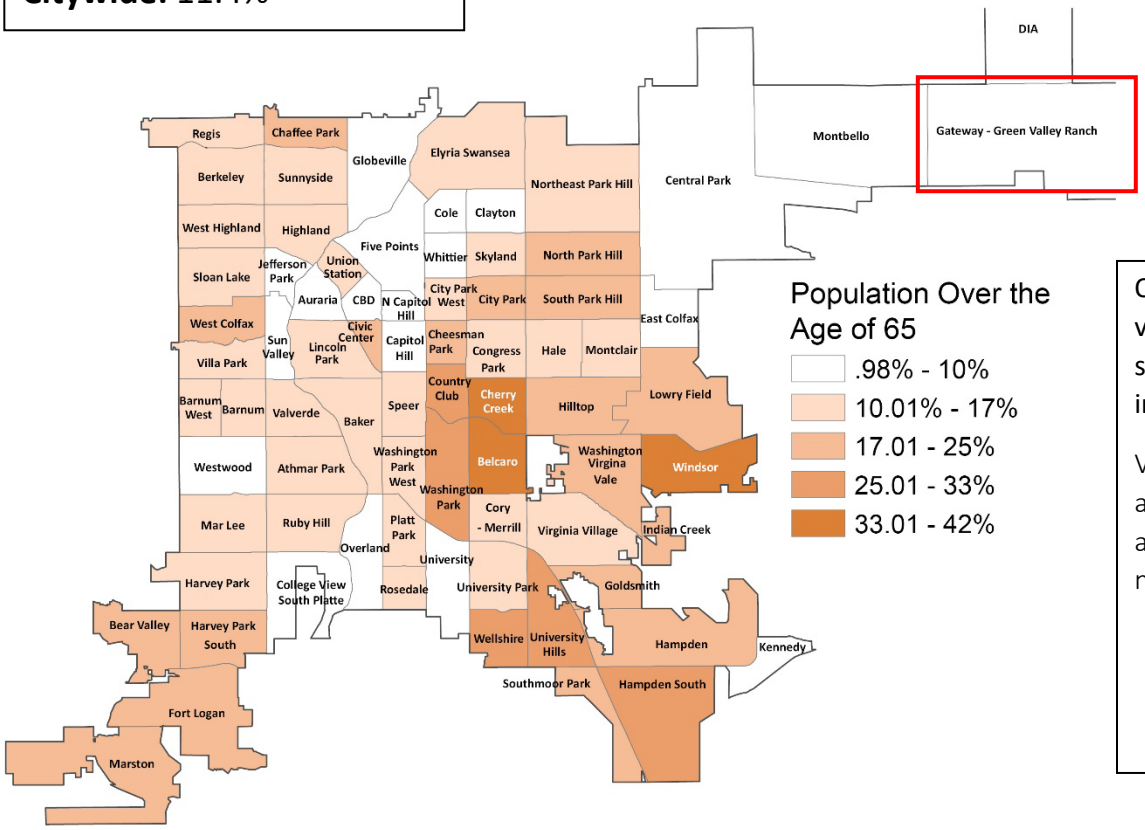


Increasing median household income could indicate higher-income families moving in, a sign of lower-income households being displaced.

Villa Park had a lower increase in median household income from 2010-2015 compared to the city.

POPULATION OVER THE AGE OF 65 | 2018

Villa Park: 10.5%
Citywide: 11.4%

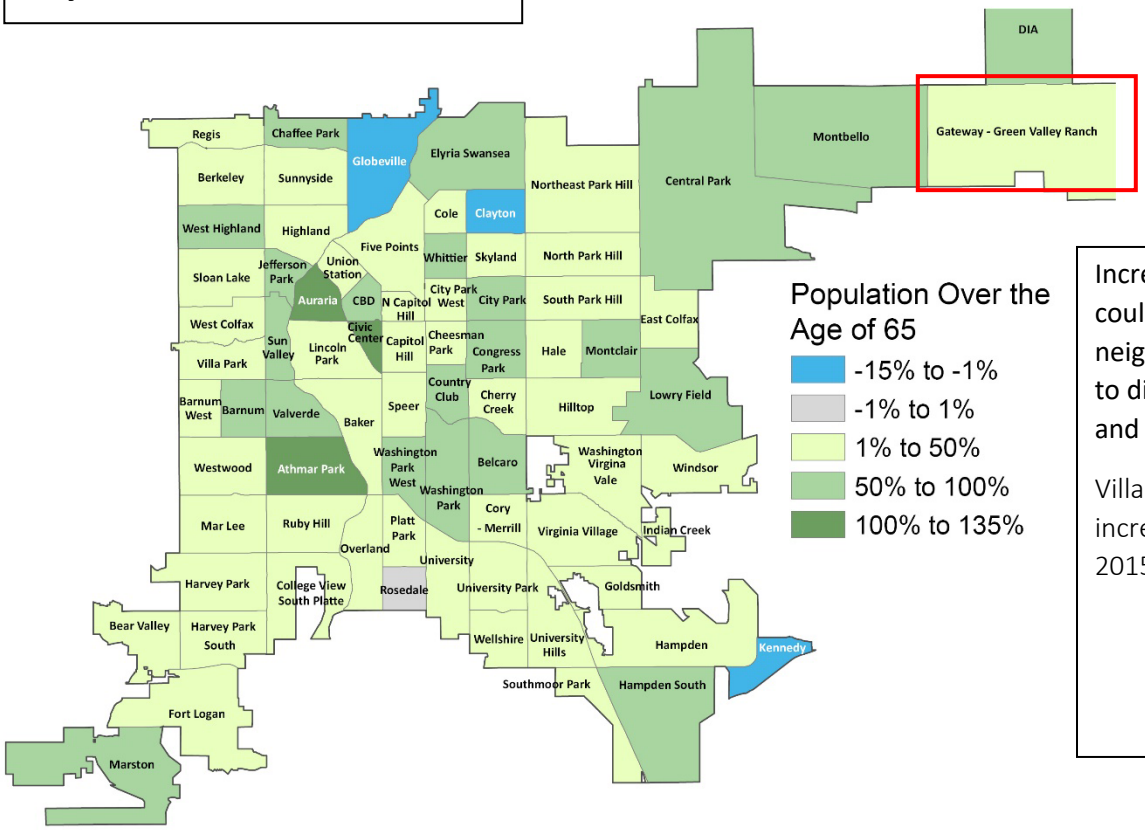


Older adults can be more vulnerable to displacement since they typically have fixed incomes.

Villa Park has fewer older adults compared to the city and compared to many other neighborhoods.

POPULATION OVER THE AGE OF 65 | 2015-2018 (% CHANGE)

Villa Park: ↑ +38.67%
Citywide: ↑ +6.5%

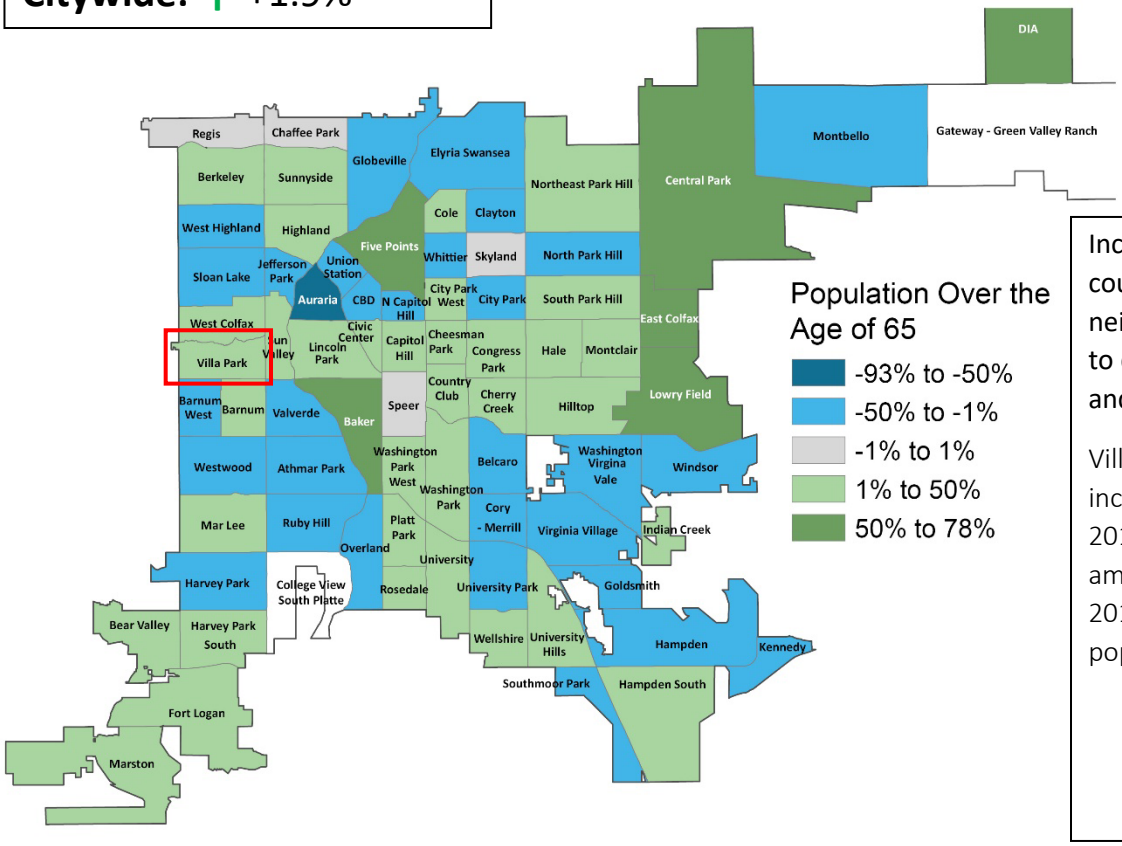


Increases in elderly population could mean more people in a neighborhood who are vulnerable to displacement if property values and property taxes increase.

Villa Park experienced a greater increase in older adults from 2015-2018 compared to the city.

POPULATION OVER THE AGE OF 65 | 2010-2015 (% CHANGE)

Villa Park: ↑ +5.73%
Citywide: ↑ +1.9%

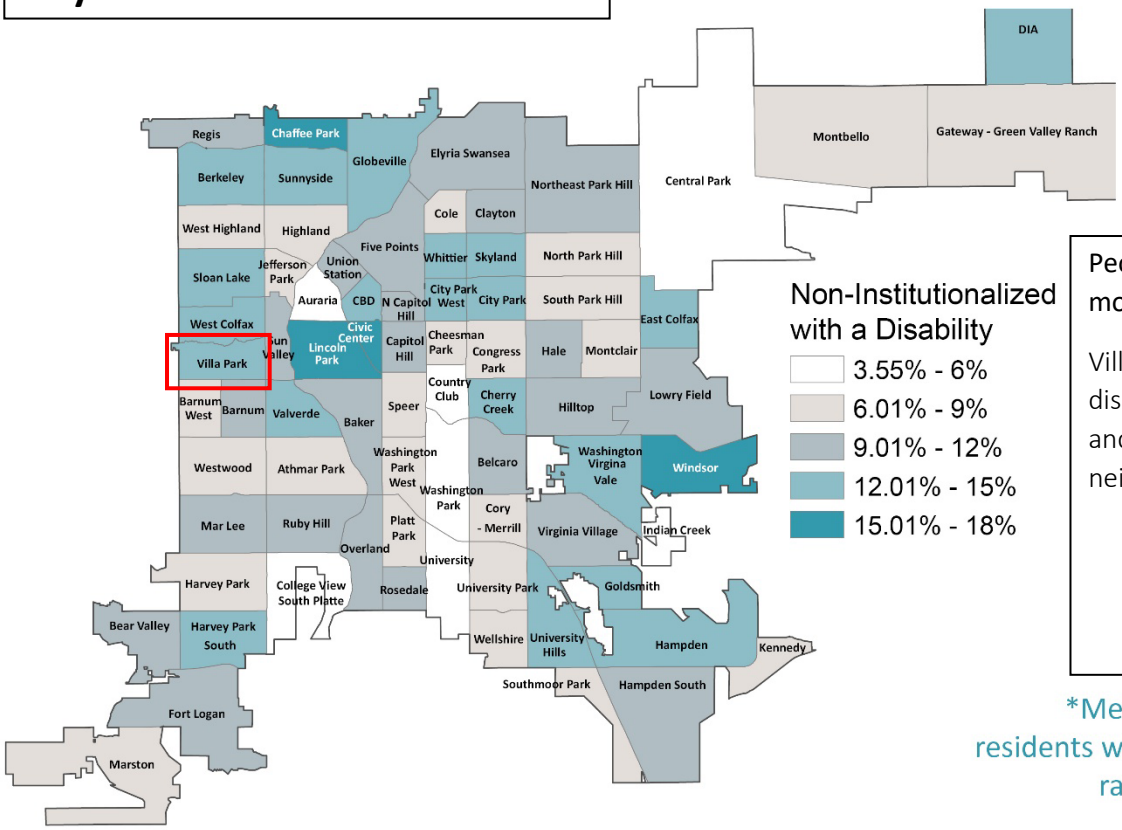


Increases in elderly population could mean more people in a neighborhood who are vulnerable to displacement if property values and property taxes increase.

Villa Park experienced a greater increase in older adults from 2010-2015 compared to the city, which amplifies the recent increase from 2015-2018 in this more vulnerable population.

RESIDENTS WITH A DISABILITY* | 2018

Villa Park: 11.9%
Citywide: 9.5%



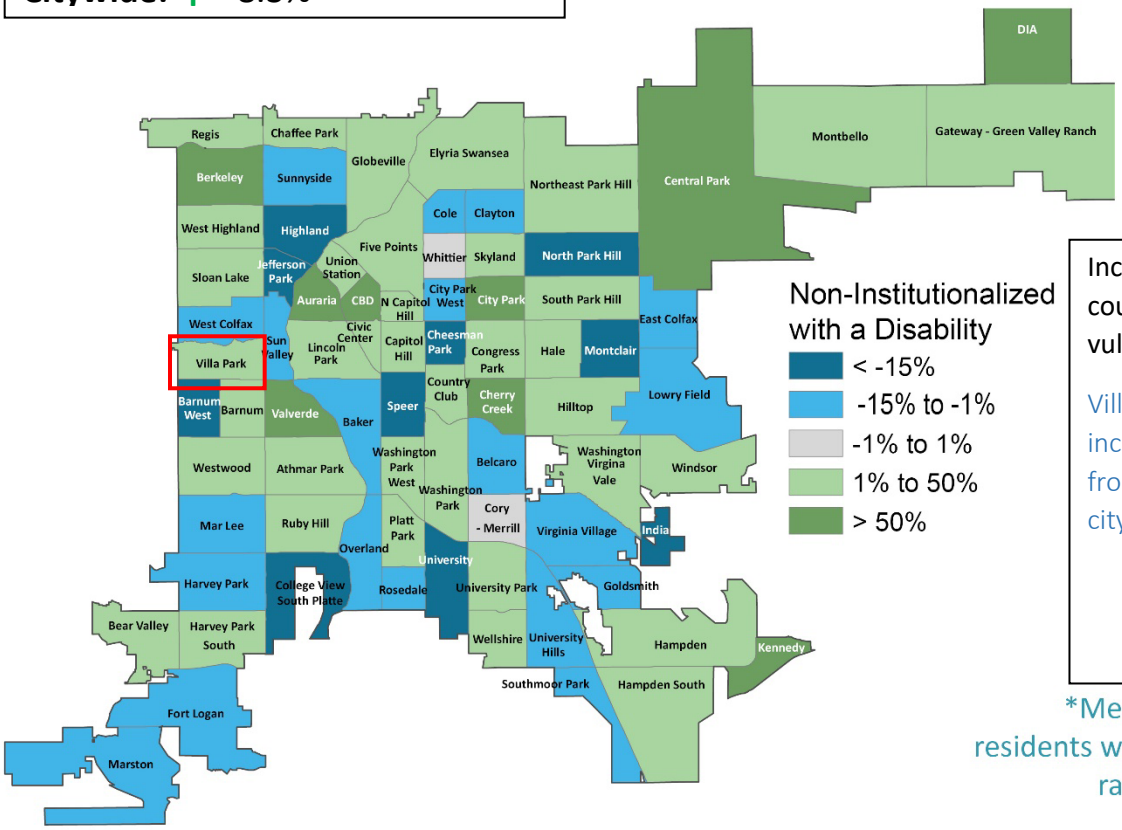
People with disabilities may be more vulnerable to displacement.

Villa Park has more people with disabilities compared to the city and compared to many other neighborhoods.

*Measure reflects the percentage of residents with a disability who live at home rather than in a residential facility

RESIDENTS WITH A DISABILITY* | 2015-2018 (% CHANGE)

Villa Park: ↑ +15.73%
Citywide: ↑ +8.3%



Increases in people with disabilities could mean more people who are vulnerable to displacement.

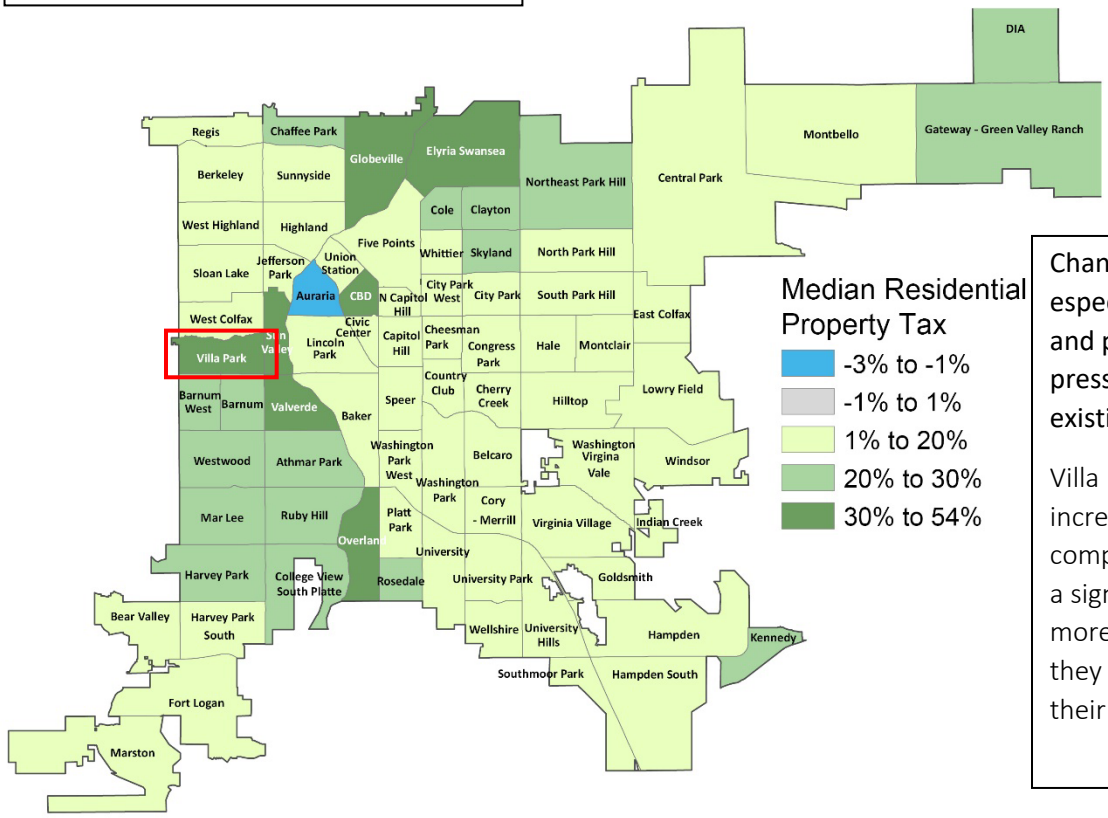
Villa Park experienced a higher increase in people with disabilities from 2015-2018 compared to the city.

*Measure reflects the percentage of residents with a disability who live at home rather than in a residential facility

HOUSING MARKET TRENDS

MEDIAN RESIDENTIAL PROPERTY TAX | 2018-2020 (% CHANGE)

Villa Park: ↑ +39.2%
Citywide: ↑ +7.6%

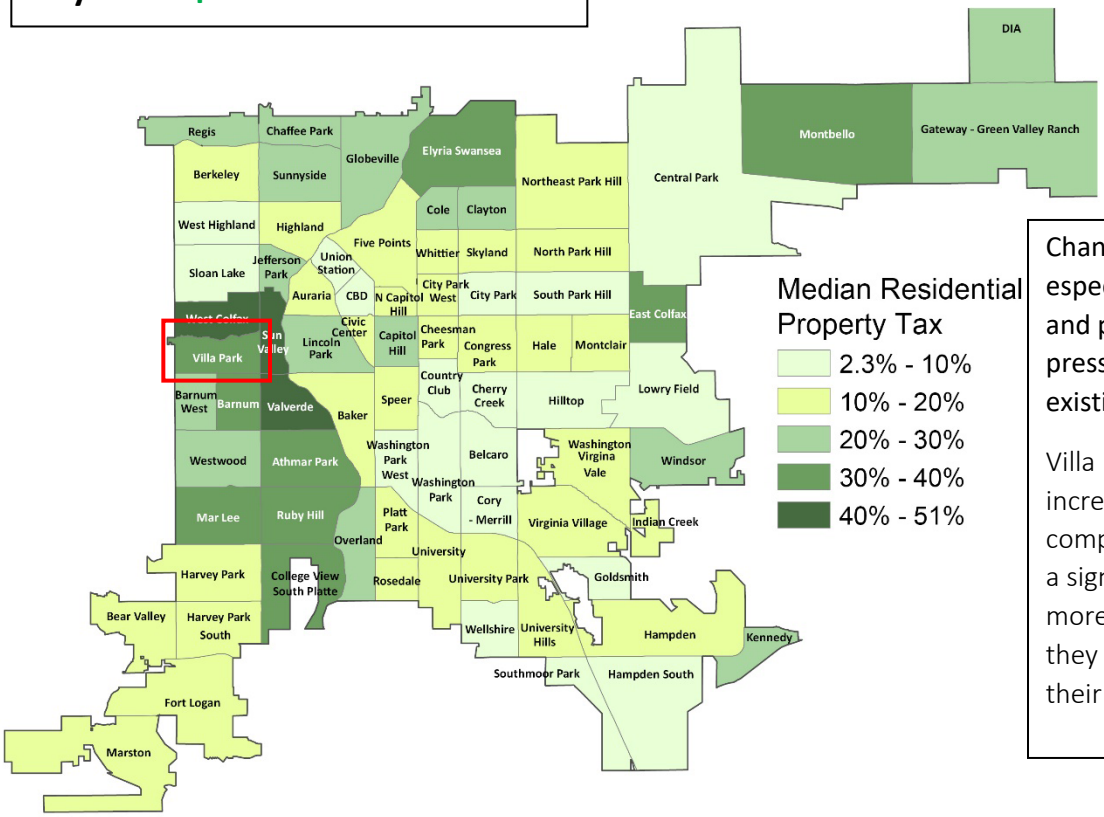


Changes in the housing market – especially increasing property values and property taxes – indicate market pressures and the possibility for existing residents to be displaced.

Villa Park experienced a higher increase in median property tax compared to Denver from 2018-2020, a sign that existing residents may be more vulnerable to displacement if they cannot afford increasing taxes on their property.

MEDIAN RESIDENTIAL PROPERTY TAX | 2015-2018 (% CHANGE)

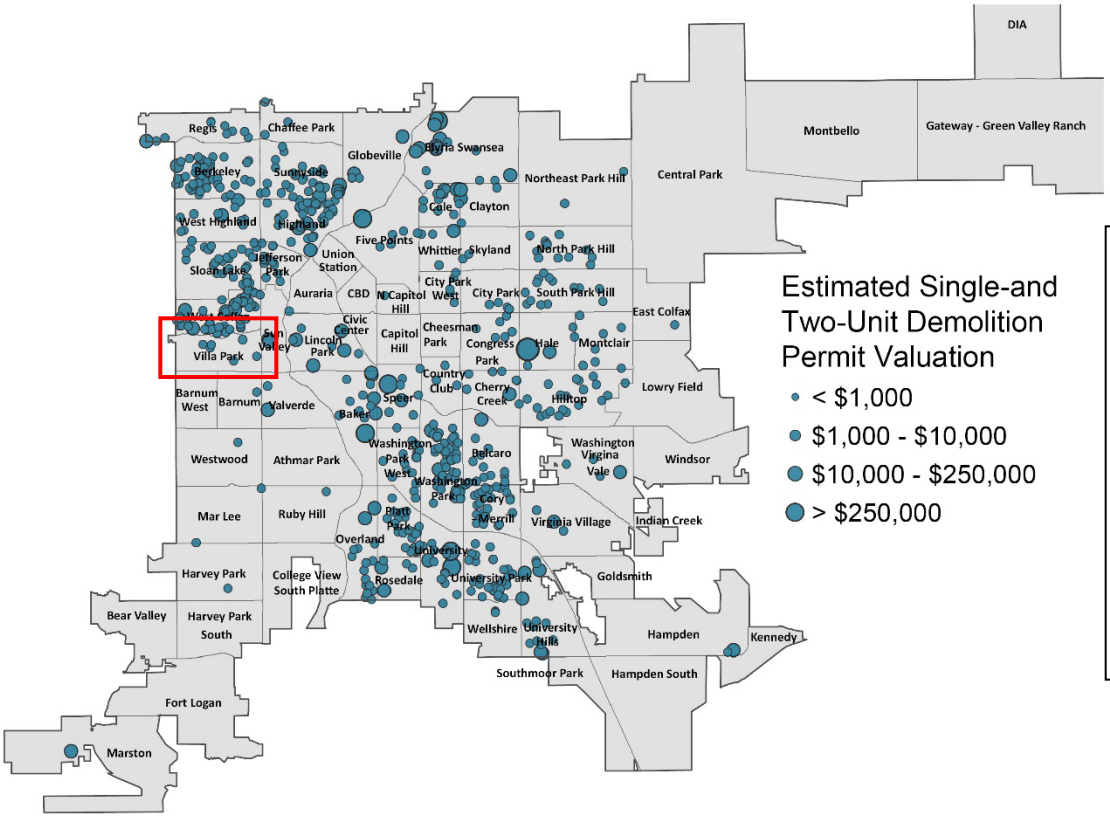
Villa Park: ↑ +38.85%
Citywide: ↑ +17.4%



Changes in the housing market – especially increasing property values and property taxes – indicate market pressures and the possibility for existing residents to be displaced.

Villa Park experienced a higher increase in median property tax compared to Denver from 2015-2018, a sign that existing residents may be more vulnerable to displacement if they cannot afford increasing taxes on their property.

SINGLE-AND TWO-UNIT DEMOLITION PERMITS | 2018



Demolitions of existing homes signals market investment and the possibility for increasing property values, which could create displacement pressure.

There have been some demolitions of single- and two-unit dwellings, but not as significant as in other city neighborhoods.

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**. You may save the form in *.pdf format if needed for future reference. Questions may be directed to planning staff at **rezoning@denvergov.org** or by telephone at 720-865-2974.

Application Number	#2022I-00146
Location	1085 N Lowell Blvd
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 11/8/22, with 26 members in attendance.

With a total of 26 members voting,

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

0 voted to oppose the application; and

4 voted to abstain on the issue.

It is therefore resolved, with a total of 26 members voting in aggregate:

The position of the above-referenced Registered Neighborhood Organization is that Denver City Council approve Application # #2022I-00146.

Comments: Denver is in a housing shortage crisis. Families and neighbors are being priced out, leading to displacement, increased homelessness and a significant loss in potential revenue for the city. Basic changes like this proposal should be allowed by right.

From: Rezoning - CPD
To: Penafiel Vial, Maria F. - CPD CE0429 City Planner Senior
Subject: FW: [EXTERNAL] 1085 N Lowell Blvd: Application # 2022I-00146
Date: Wednesday, December 28, 2022 8:26:21 AM

I think this is for you!

From: Allen Chappell <allendeloschappell@gmail.com>
Sent: Wednesday, December 28, 2022 6:19 AM
To: Rezoning - CPD <Rezoning@denvergov.org>
Subject: [EXTERNAL] 1085 N Lowell Blvd: Application # 2022I-00146

I adamantly oppose this rezoning. The investor/property owner is the definition of a carpetbagger. Her interest in the neighborhood is for short term financial gain. She has no interest in the neighborhood except seeking profit for her investment. She has bragged about having an architect who could advance her rezoning case with the city by unscrupulous means.

I will seek financial recompense from the city if this rezoning is allowed as it is not in the interest of us the residents of the neighborhood to see blights like this in a residential neighborhood. This is a case of a working class neighborhood being misused by outside investors seeking capitalist gains without doing anything to invest in the neighborhood.

If this rezoning is allowed it depicts a city and neighborhood for sale whose zoning was prescribed, but can be bought.

Yours truly,
Resident,
Allen Chappell
1060 Lowell Blvd.
Denver CO 80204

Planning Board Comments

DENVER
THE MILE HIGH CITY

Submission date:	**24 February 2023, 12:20AM**
Receipt number:	**485**
Related form version:	**3**

Your information

Name	**Amy Clarissa Contreras**
Address or neighborhood	**1023 Lowell Blvd**
ZIP code	**80204**
Email	**aclarissa4@gmail.com**

Agenda item you are commenting on

	Rezoning

Rezoning

Address of rezoning	**1085 N Lowell Blvd**
Case number	**2022I-00146**

Draft plan

Plan area or neighborhood

Proposed text amendment

Project name

Historic district application

Name of proposed historic district

Comprehensive Sign Plan

Address of comprehensive sign plan

Case number

DURA Renewal Plan

Address of renewal project

Name of project

Other

Name of project your would like to comment on

Submit your comments

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

Your comment:	**I adamantly oppose this rezoning. I'm tired of investors/property owners coming into my historically brown and black neighborhood to exploit it for their own financial gain. No local connection to any Denver neighborhood, no involvement just blatant capitalistic gentrification is what they are all about. I know a lot of families that grew up in Villa Park that no longer live here because they had to move out because prices got so high as a result of unscrupulous opportunists like KLP LLC and Nick Young.** **While I understand the current structure is "unlivable" to people like Kristin Lynne Peterson who are just trying to diversify their retirement portfolio and could not actually live in a small single family home like my own. Eight 100% for sale units could get her a big luxurious dream home anyone could enjoy.** **If you approve this rezoning you will continue the pattern of disinvestment in neighborhoods of color that have lasted for decades since redlining in the 1940s and continue now today.** **Yours truly and claramente,** **Amy Clarissa Contreras** **Resident,** **1023 Lowell Blvd** **Denver, CO 80204**

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.