

## Zone Map Amendment (Rezoning) - Application

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

## REZONING REVIEW CRITERIA (ACKNOWLEDGE EACH SECTION)

<p>General Review Criteria DZC Sec. 12.4.10.7.A</p> <p>Check box to affirm <b>and</b> include sections in the review criteria narrative attachment</p>	<p><input type="checkbox"/> <b>Consistency with Adopted Plans: The proposed official map amendment is consistent with the City's adopted plans, or the proposed rezoning is necessary to provide land for a community need that was not anticipated at the time of adoption of the City's Plan.</b></p> <p>Please provide a review criteria narrative attachment describing <b>how</b> the requested zone district is consistent with the policies and recommendations found in <b>each</b> of the adopted plans below. Each plan should have its' own subsection.</p> <p><b>1. Denver Comprehensive Plan 2040</b></p> <p>In this section of the attachment, describe <b>how</b> the proposed map amendment is consistent with <i>Denver Comprehensive Plan 2040's</i> a) equity goals, b) climate goals, and c) any other applicable goals/strategies.</p> <p><b>2. Blueprint Denver</b></p> <p>In this section of the attachment, describe <b>how</b> the proposed map amendment is consistent with: a) the neighborhood context, b) the future place type, c) the growth strategy, d) adjacent street types, e) plan policies and strategies, and f) equity concepts contained in <i>Blueprint Denver</i>.</p> <p><b>3. Neighborhood/ Small Area Plan and Other Plans (List all from pre-application meeting, if applicable):</b></p> <hr/>
<p>General Review Criteria: DZC Sec. 12.4.10.7. B &amp; C</p> <p>Check boxes to the right to affirm <b>and</b> include a section in the review criteria for Public Health, Safety and General Welfare narrative attachment.</p>	<p><input type="checkbox"/> <b>Uniformity of District Regulations and Restrictions: The proposed official map amendment results in regulations and restrictions that are uniform for each kind of building throughout each district having the same classification and bearing the same symbol or designation on the official map, but the regulations in one district may differ from those in other districts.</b></p> <p><input type="checkbox"/> <b>Public Health, Safety and General Welfare: The proposed official map amendment furthers the public health, safety, and general welfare of the City.</b></p> <p>In the review criteria narrative attachment, please provide an additional section describing <b>how</b> the requested rezoning furthers the public health, safety and general welfare of the City.</p>
<p>Review Criteria for Non-Legislative Rezoning: DZC Sec. 12.4.10.8</p> <p>For Justifying Circumstances, check box and include a section in the review criteria narrative attachment.</p> <p>For Neighborhood Context, Purpose and Intent, check box <b>and</b> include a section in the review criteria narrative attachment.</p>	<p><b>Justifying Circumstances - One of the following circumstances exists:</b></p> <p><input type="checkbox"/> The existing zoning of the land was the result of an error;</p> <p><input type="checkbox"/> The existing zoning of the land was based on a mistake of fact;</p> <p><input type="checkbox"/> The existing zoning of the land failed to take into account the constraints of development created by the natural characteristics of the land, including, but not limited to , steep slopes, floodplain, unstable soils, and inadequate drainage;</p> <p><input type="checkbox"/> Since the date of the approval of the existing Zone District, there has been a change to such a degree that the proposed rezoning is in the public interest. Such change may include:</p> <p style="padding-left: 20px;">a. Changed or changing conditions in a particular area, or in the city generally; or,</p> <p style="padding-left: 20px;">b. A City adopted plan; or</p> <p style="padding-left: 20px;">c. That the City adopted the Denver Zoning Code and the property retained Former Chapter 59 zoning.</p> <p><input type="checkbox"/> It is in the public interest to encourage a departure from the existing zoning through application of supplemental zoning regulations that are consistent with the intent and purpose of, and meet the specific criteria stated in, Article 9, Division 9.4 (overlay Zone Districts) of this Code.</p> <p>In the review criteria narrative attachment, please provide an additional section describing the selected justifying circumstance. If the changing conditions circumstance is selected, describe changes since the site was last zoned. Contact your pre-application case manager if you have questions.</p> <p><input type="checkbox"/> <b>The proposed official map amendment is consistent with the description of the applicable neighborhood context, and with the stated purpose and intent of the proposed Zone District.</b></p> <p>In the review criteria narrative attachment, please provide a separate section describing <b>how</b> the rezoning aligns with a) the proposed district neighborhood context description, b) the general purpose statement, and c) the specific intent statement found in the Denver Zoning Code.</p>

**REQUIRED ATTACHMENTS**

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

- ☐ Legal Description of subject property(s). **Submit as a separate Microsoft Word document.** View guidelines at: <https://www.denvergov.org/content/denvergov/en/transportation-infrastructure/programs-services/right-of-way-survey/guidelines-for-land-descriptions.html>
- ☐ Proof of ownership document for each property owner signing the application, such as (a) Assessor's Record, (b) Warranty deed, or (c) Title policy or commitment dated no earlier than 60 days prior to application date. If the owner is a corporate entity, proof of authorization for an individual to sign on behalf of the organization is required. This can include board resolutions authorizing the signer, bylaws, a Statement of Authority, or other legal documents as approved by the City Attorney's Office.
- ☐ Review Criteria Narratives. See page 2 for details.

**ADDITIONAL ATTACHMENTS (IF APPLICABLE)**

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

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

# REZONING GUIDE

Rezoning Application Page 4 of 4

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

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

Property Owner Name(s) (please type or print legibly)	Property Address City, State, Zip Phone Email	Property Owner Interest % of the Area of the Zone Lots to Be Rezoned	Please sign below as an indication of your consent to the above certification statement	Date	Indicate the type of ownership documentation provided: (A) Assessor's record, (B) warranty deed, (C) title policy or commitment, or (D) other as approved	Has the owner authorized a representative in writing? (YES/NO)
<b>EXAMPLE</b> John Alan Smith and Josie Q. Smith	123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov	100%	<i>John Alan Smith</i> <i>Josie Q. Smith</i>	01/12/20	(A)	YES
Michael Semmes	420 WALNUT ST NEW ORLEANS, LA 70118-4928		<i>Mike Semmes</i>	2/11/23	(B)	YES
						YES
						YES
						YES



Steve Ferris, Principal  
[sferris@realestategarage.net](mailto:sferris@realestategarage.net)

Submitted February 13, 2023

City and County of Denver  
Community Planning & Development  
Planning Services Division  
201 W. Colfax Avenue, 2<sup>nd</sup> floor  
Denver, CO 80202  
As emailed to [rezoning@denvergov.org](mailto:rezoning@denvergov.org)

**RE: Application, Request to Rezone 3100 Blake St. from I-MX-3, UO-2, DO-7 to C-MX-5, DO-7 Application # 2022I-00247**

Dear Community Planning & Development:

This firm represents Blake and 31st LLC, the property owner, and the corresponding property, 3100 Blake St., regarding the attached application for a zoning map amendment (“rezoning”). Based on the criteria for review in the Denver Zoning Code, we recommend that staff recommend approval to Planning Board and City Council for Application #2022I-00247.

### **Request for Rezoning**

**Address:** 3100 Blake St, Denver, CO 80205.

**Neighborhood/Council District:** Five Points / Council District 9.

**RNOs:** Denver North Business Association, Inter-Neighborhood Cooperation (INC), Opportunity Corridor Coalition of United Residents, Reclaim the Eastside, RiNo Art District, Strong Denver, The Heart of Five Points, United Community Action Network (UCAN), United Northeast Denver Residents.

**Area of Property:** 12,495 square feet or 0.29 acres.

**Current Zoning:** I-MX-3, UO-2, DO-7.

**Proposed Zoning:** C-MX-5, DO-7.

**Property Owner(s):** Blake and 31st LLC.

### **Summary of Rezoning Request**

- The subject property contains an existing single-story commercial/industrial structure built in 1934. It is located within the Five Points statistical neighborhood at the northeast corner of Blake St. and 31<sup>st</sup> St.



- The C-MX-5 zone district stands for Urban Center, Mixed Use, with a maximum height of 5 stories. The C-MX zone districts are mixed-use zone districts that allow a wide range of residential and commercial uses with minimum build-to and increased transparency requirements intended to promote active pedestrian areas on public streets. The C-MX5 zone district allows up to 5 stories and 70 feet in building height. Further details of the requested zone district can be found in the proposed zone district section of the staff report below and in Article 7 of the Denver Zoning Code (DZC)
- The River North Design Overlay (DO-7), which currently applies to the property and will be maintained, is intended to promote high-quality design, a human scale that promotes vibrant pedestrian-oriented streets, and multi-modal transportation options. These design standards mandate a higher design quality and street level activation than the C-MX-5 (proposed) or I-MX-3 (current) base zone districts. Further details of the DO-7 can be found in Section 9.4.5 of the Denver Zoning Code (DZC).
- The applicant's request includes abandoning the existing Billboard Use Overlay, UO-2, on the property. There are no billboards currently on the subject site. Further details of the Billboard Use Overlay can be found in Section 9.4.4 of the Denver Zoning Code (DZC).

### **Proposed Zoning**

The requested C-MX-5 zone district has a maximum height of 70 feet with allowable encroachments. A variety of mixed residential and commercial uses are allowed. For additional details regarding building form standards in the C-MX-5 zone district, see DZC Section 7.3.3.4.

The existing DO-7 design overlay, which provides enhanced design standards, is proposed to be maintained. The intent of the design overlay is to "Maintain human scale and access to daylight...; Promote vibrant pedestrian street frontages with active uses and street-fronting building entries; Provide transitions between residential frontages and mixed-use streets; Ensure that buildings are designed to adapt to new uses as the district changes and evolves" (DZC Section 9.4.5.11.B).

The primary building forms allowed in the existing zone district and the proposed zone district is summarized below:

Design Standards	I-MX-3	C-MX-5
Primary Building Forms Allowed	Town House; General; Industrial	Town House; General; Shopfront; Drive Thru Services/Restaurant*
Primary Building Forms Allowed	3/38' - Town House 3/45'	5/70'
Primary Street Build To Percentages (min)	70% - Town House 50% - General	70%
Primary Street Build To Ranges	10' to 15' Town House 0' to 10' - General	10' to 15' Town House 0' to 10' - General **
Minimum Zone Lot Size/Width	N/A	N/A
Primary Street Setbacks (min)	10' - Town House 0'	10' - Town House 0 - General
Building Coverage	N/A	N/A

\*Allowed subject to geographic limitations

\*\*Standard varies between building forms

The exhibits referred to herein shall constitute a part of this application and are incorporated into this application for all purposes.

- **Exhibit A:** Property Legal Description
- **Exhibit B:** Description of Consistency with Adopted City Plans/General Review Criteria (DZC 12.4.10.7., amended 2/12/21).
- **Exhibit C:** Additional Criteria/Description of Justifying Circumstances and Neighborhood Context (DZC 12.4.10.8.)).
- **Exhibit D:** Community Support and Outreach.
- **Exhibit E:** Letter of Authorization for Steve Ferris and the Real Estate Garage, LLC to act as Representative.
- **Exhibit F:** Proof of Ownership and Agency, Assessors Record, and LLC documentation.

## **Exhibit A**

### **Legal Description**

#### **3100 Blake St.**

**LOTS 13 TO 16 INCLUDING BLOCK 19 CASE AND EBERTS ADDITION**

also known by street and number as: **3100 Blake St, Denver, CO 80205.**



## **Exhibit B**

### **Description of Consistency with Adopted City Plans/General Review Criteria (DZC 12.4.10.7.)**

The criteria for review of this rezoning application are found in DZC Section 12.4.10.7 and 12.4.10.8:

#### **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**

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 (2019)
- Blueprint Denver (2019)
- 38th & Blake Station Area Plan (2009)
- Northeast Downtown Neighborhoods Plan (2011)

#### **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 an additional housing unit 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 1, Strategy A - Increase development of housing units close to transit and mixed-use developments (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 enable mixed-use infill development at a location where services, infrastructure, and transit options are already in place. The proposed C-MX-5 zoning designation would allow for a broader variety of uses including housing and retail services, and will require enhanced building forms through the DO-7 overlay at an intensity consistent with the desire for urban, walkable, mixed-use neighborhoods

around transit, and is therefore consistent with the following strategies 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).
- Strong and Authentic Neighborhoods Goal 1, Strategy D - Encourage quality infill development that is consistent with the surrounding neighborhoods and offers opportunities for increased amenities (p. 34).
- Strong and Authentic Neighborhoods Goal 2, Strategy D - Use urban design to contribute to economic viability, public health, safety, environmental well-being, neighborhood culture and quality of life (p. 34).

The proposed rezoning 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).
- Environmentally Resilient Goal 8, Strategy B - Encourage mixed-use communities where residents can live, work, and play in their own neighborhoods (p. 54).
- Environmentally Resilient Goal 8, Strategy C - Focus growth by transit stations and along high and medium-capacity transit corridors (p. 54).

The requested map amendment will enable mixed-use development at an infill location where infrastructure is already in place. The requested zone district broadens the variety of uses allowing residents to live, work and play in the area; 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 High Medium Residential future place type within the Urban Center Context and provides guidance from the future growth strategy for the city.

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

In Blueprint Denver, future neighborhood contexts are used to help understand differences in land use and built form and mobility options at a higher scale, between neighborhoods. The subject property is within the Urban Center context which is "intended to promote safe, active, and pedestrian-scaled diverse areas through the use of building forms that clearly activate the public street edge". The proposed C-MX-5 zone district is a mixed-use zone district. "Mixed-Use districts are focused on creating mixed, diverse neighborhoods" (DZC 7.2.2.1). Since the proposed district allows a mix

of uses and allowable building forms that contribute to street activation, the proposed rezoning is appropriate and consistent with the plan.

### Blueprint Denver Future Places

The Future Places map shows the subject property as part of a “High-Medium” residential area. Blueprint Denver describes these areas as having “a mix of uses, including multi-unit residential, but at a slightly lower intensity compared to the high residential areas” (p. 260). In a High-Medium residential area in the Urban Center neighborhood context, recommended “heights are generally up to 8 stories. There is high lot coverage and shallow setbacks” (p. 260).

The proposed rezoning to C-MX-5 is appropriate and consistent with the “High-Medium Residential Area” plan direction and will foster a better mix of uses and more appropriate intensity than the current zoning allows. Blueprint Denver specifies that the maximum recommended heights are intended to provide a general scale and that factors such as “Surrounding context, including existing and planned building height” (pg. 66) should be considered for any particular site. Given the Blueprint Denver height guidance of up to 8 stories and the existing built environment in the immediate area and the adjacent zone districts, the proposed 5-story district is consistent with plan guidance and appropriate for this location.

### Blueprint Street Types

Blueprint Denver classifies Blake St. as a Mixed-Use Arterial. These streets service a “varied mix of uses including retail, office, residential, and restaurants. Buildings are pedestrian-oriented, typically multi-story, usually with high building coverage with a shallow front setback” (p. 159). Arterial streets are designed for the highest degree of through movement. The proposed C-MX-5 zone district allows a broad range of residential and commercial land uses with a shallow front setback and allows the intense land uses anticipated for this street type. Therefore, the district is consistent with the downtown arterial street types at this location.

31<sup>st</sup> Street is mapped as a local or undesignated street. According to the plan, this street type supports “primarily residential uses, but may also include schools, civic uses, parks, small retail nodes and other similar uses. Buildings usually have a modest setback, and the depth of the setback varies by neighborhood context” (p. 160). The proposed C-MX-5 zone district would allow a mix of residential and commercial uses at an intensity and orientation consistent with this street type classification.

### Blueprint 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 located within the "High and high medium residential areas in Downtown and Urban Center Contexts" growth area. These areas are anticipated to see around 15% of new housing growth and 5% of new employment growth by 2040 (p. 51). The proposed map amendment to C-MX-5 is consistent with the growth area in that it will allow a broad range of job opportunities and housing types and direct more intense and appropriate growth to this area than the existing zoning allows.

#### Additional Applicable Strategies

The proposed rezoning is also consistent with the following strategies from Blueprint Denver:

- Land Use and Built Form - General Policy 1 - Promote and anticipate planned growth in major centers and corridors and key residential areas connected by rail service and transit priority streets (p. 72).
- Land Use and Built Form - General Policy 2 - Incentivize or require efficient development of land, especially in transit-rich areas (p. 72). The proposed map amendment is consistent with these strategies as growth will be directed to an area with rail transit service.

#### 38<sup>th</sup> and Blake Station Area Plan (2009)

This station area plan was adopted by City Council in 2009 and applies to the subject property. Plan goals relevant to the proposed rezoning include "Utilize the station investment to strengthen existing diverse neighborhoods and create a new center for the community."

The property is in a Mixed-Use Residential area, which "includes higher density residential including but not limited to garden apartments, tuck under townhouses, or multi-family buildings. Active ground floors should include residential amenities, leasing lobbies, workout facilities, parking entrances and convenience retail at strategic locations that reinforce the overall connectivity and access plans for the station. The building heights within the Mixed-use Residential category vary: up to 5 stories southeast of the railroad tracks in Upper Larimer and in Cole (where it drops to 3 stories east of Franklin and east of the new Marion Street), 2-8 stories surrounding the Mixed-Use TOD node at 36th & Brighton, and up to 8 stories southwest of 35th Street along Brighton (taller buildings could be developed southwest of 35th with additional requirements such as stepbacks and open space)" (pp. 48-49). The proposed C-MX-5 zone district allows all uses contemplated in the plan's Mixed-Use Residential areas.

### **Northeast Downtown Neighborhoods Plan (2011)**

This neighborhood plan was adopted by City Council in 2011 and applies to the subject property. Guiding principles of the plan include the following: enhance multimodal connectivity; complete and enhance the public realm; enhance and support existing retail corridors; create a development-friendly atmosphere; protect neighborhood fabric; create appropriate transitions between neighborhoods; increase open space access; fill gaps in neighborhood services; capitalize on transit; and promote diversity.

The plan Land Use Concept guiding the area including the property in question is Mixed-Use / Industrial, which is like “mixed Use, but with recognition that light industrial uses, such as light manufacturing and smaller warehouses are compatible with urban residential housing types. These areas have both a sizable employment base as well as a variety of mid-to-high density housing options. Land Uses can be, but are not necessarily, mixed in each building, development, or block. Pedestrian access is of important within the area, with residential and non-residential uses always within walking distance of one another.”

Height guidance for this area of the plan is up to 5 stories. Therefore, the proposed C-MX-5 zone district is consistent with the recommended land uses and building form plan guidance.

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

The proposed rezoning to C-MX-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.

## **Exhibit C:**

### **Additional Criteria/Description of Justifying Circumstances and Neighborhood Context (DZC 12.4.10.8.)**

#### **4. Justifying Circumstances**

Changed or changing conditions in the area and city adopted plans serve as the Justifying Circumstances under DZC Section 12.4.10.8.A.4, “Since the date of the approval of the existing Zone District, there has been a change to such 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....” Since the approval of the existing I-MX-3 zone district, the City has adopted the Comprehensive Plan 2040 and Blueprint Denver. As stated throughout this application, the proposed rezoning meets the intent of these plans and is in the public interest; therefore, this is an appropriate justifying circumstance for the proposed rezoning.

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

As described in the Denver Zoning Code, the General Character of the Urban Center (C-) district will include “multi-unit residential and mixed-use commercial strips and commercial centers.” It is also described as follows: “multi-unit residential uses are typically in multi-story mixed use building forms. Commercial buildings are typically Shopfront and General forms. Multi-unit residential uses are primarily located along residential collector, mixed-use arterial, and local streets. Commercial uses are primarily located along main and mixed-use arterial streets.” The proposed C-MX-5 zone district is an appropriate district for this neighborhood context and within the height guidance.

The general purpose of MX zone districts is to promote safe, active, and pedestrian-scaled, diverse areas using building forms that clearly define and activate the public street edge. Given the existing land use pattern, the current zoning, and the aspirational future character of this location, the C-MX purpose is appropriate for this location.

According to the zone district intent stated in the Denver Zoning Code, the C-MX-5 district applies to areas or intersections served primarily by collector or arterial streets where a building scale of 1 to 8 stories is desired (DZC Section 7.2.2.2.B). The site is served by a mixed-use arterial street. Thus, the street classifications and desired building heights in this area are consistent with the zone district purpose and intent statements.



## Exhibit D

### Community Support and Outreach

Prior to submitting this application, we discussed the intent of the rezoning with Council District 9 (Ashlee' Wedgeworth). We have also reached out to At-Large councilpersons without formal responses. In addition, we have reached out and/or communicated with Denver North Business Association, Inter-Neighborhood Cooperation (INC), Opportunity Corridor Coalition of United Residents, Reclaim the Eastside, RiNo Art District, Strong Denver, The Heart of Five Points, United Community Action Network (UCAN), United Northeast Denver Residents. While none of these RNO's expressed an interest in meeting, despite email follow-ups, the Denver North Business Association explicitly acknowledged that they did wish to meet on this topic.

## **Exhibit E**

Letter of Authorization for Steve Ferris and the Real Estate  
Garage, LLC to act as Representative

BLAKE & 31ST LLC  
420 WALNUT ST  
NEW ORLEANS, LA 70118-4928

January 17, 2023

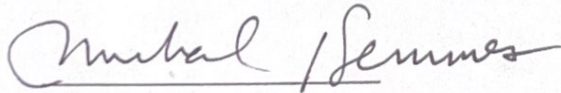
As Submitted Within Rezoning Application

RE: Authorization to Represent Rezoning Application for 3100 Blake St.

Interested Parties with the City of Denver:

We hereby authorize Steve Ferris and his firm, the Real Estate Garage, to represent the Blake & 31<sup>st</sup> LLC within the rezoning application for our property addressed at 3100 Blake Street in the City of Denver.

Thank you for your consideration,

A handwritten signature in dark ink, appearing to read "Michael Semmes". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

Representing Blake & 31<sup>st</sup> LLC

## **Exhibit F**

### **Proof of Ownership and Agency**

RETURN TO:  
First National Title, L.L.C.  
4500 Cherry Creek Dr. S. #10  
Glendale, CO 80240



2007020247

Page: 1 of 2

02/05/2007 03:54P

City & County Of Denver

WD

R11.00

090.00

### WARRANTY DEED

THIS DEED, made this January 16, 2007 between Richard A. Stewart and GraceAnn C. Stewart.

of the said City and County of Denver, State of Colorado, grantor, and Blake & 31st, LLC, a Colorado limited liability company.

whose legal address is 621 Pine Street, Boulder, CO 80302

of the said County of Boulder, State of Colorado, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of \$900,000.00 DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, its heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the said County of Denver and State of Colorado described as follows:

LEGAL DESCRIPTION MARKED AS EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.


also known by street and number as: 3100- 3106 Blake Street, Denver, CO, 80205

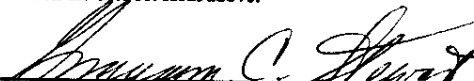
TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either 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 grantee, its heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, its heirs and assigns, that at the time of the enrolling 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 of nature whatsoever, except GENERAL TAXES FOR THE YEAR 2007 AND SUBSEQUENT YEARS, A LIEN NOT YET DUE AND PAYABLE AND ITS SUBJECT TO EASEMENTS, COVENANTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD OR IN EXISTENCE IF ANY.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his 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.

  
Richard A. Stewart

  
GraceAnn C. Stewart

State Of Colorado

County of Denver

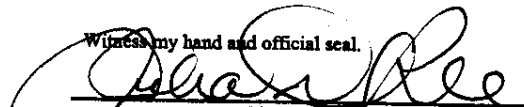
) ss.  
)

The foregoing instrument was acknowledged before me this January 16, 2007, by Richard A. Stewart and GraceAnn C. Stewart.

My Commission Expires:

5.29.07

Witness my hand and official seal.

  
Notary Public

**EXHIBIT "A"**

**Lots 13, 14, 15, and 16, Block 19,  
Case and Eberts Addition to the City of Denver,  
City and County of Denver, State of Colorado.**

# 3100 BLAKE ST

Owner	BLAKE & 31ST LLC 420 WALNUT ST NEW ORLEANS, LA 70118-4928
Schedule Number	02275-05-005-000
Legal Description	L 13 TO 16 INC BLK 19 CASE & EBERTS ADD
Property Type	INDUSTRIAL-WAREHOUSE
Tax District	474B

Print Summary

Property Description			
Style:	OTHER	Building Sqr. Foot:	10941
Bedrooms:		Baths Full/Half:	0/0
Effective Year Built:	1934	Basement/Finish:	0/0
Lot Size:	12,495	Zoned As:	I-MX-3
<div>Note: Valuation zoning may be different from City's new zoning code.</div>			

Current Year			
Actual	Assessed	Exempt	
Land	\$2,499,000	\$724,710	\$0
Improvements	\$1,000	\$290	
Total	\$2,500,000	\$725,000	

Prior Year			
Actual	Assessed	Exempt	
Land	\$2,499,000	\$724,710	\$0
Improvements	\$1,000	\$290	
Total	\$2,500,000	\$725,000	



Real Estates Property Taxes for current tax year

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

Mill Levy \* 83..525 \*  
Please click on additional information below to check for any delinquencies on this property/schedule number and for tax sale information.

	Installment 1 (Feb 28 Feb 29 in Leap Years)	Installment 2 (Jun 15)	Full Payment (Due Apr 30)
Date Paid			
Original Tax Levy	\$30,277.83	\$30,277.83	\$60,555.66
Liens/Fees	\$0.00	\$0.00	\$0.00
Interest	\$0.00	\$0.00	\$0.00
Paid	\$0.00	\$0.00	\$0.00
Due	\$30,277.83	\$30,277.83	\$60,555.66

Additional Information

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

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

Real estate property taxes paid for prior tax year: **\$56,998.08**

Assessed Value for the current tax year

Assessed Land	\$724,710.00	Assessed Improvements	\$290.00
Exemption	\$0.00	Total Assessed Value	\$725,000.00

**AMENDED OPERATING AGREEMENT**

**OF**

**BLAKE & 31<sup>ST</sup>, L.L.C.**

*P. 2*

*2 signatures*

**AMENDED OPERATING AGREEMENT  
OF  
BLAKE & 31<sup>ST</sup>, L.L.C.**

This Amended Operating Agreement (this "Agreement"), made and entered into effective as of November 7, 2006, constitutes the Operating Agreement for Blake & 31<sup>st</sup>, L.L.C. (the "Company"). **This Agreement and the Articles of Organization of the Company (the "Articles") shall be binding on all holders of Units (as defined in the Articles) of the Company as members of the Company and all transferees of such Units as substituted or additional members of the Company.**

**ARTICLE I  
OFFICES AND RECORDS**

1.1 *Registered Office and Registered Agent.* The Company's registered office and registered agent required by the Limited Liability Company Law of Colorado (the "Act") to be continuously maintained in Colorado shall be the registered office and agent named in the Initial Report filed with the Articles or such other office or agent as the management may designate from time to time in the manner provided by the Act.

1.2 *Other Offices.* The Company may also have offices at such other places both within and without Colorado as the management may from time to time determine or the business of the Company may require.

1.3 *Records at Registered Office.* The Company shall keep at its registered office the following records:

(a) A current list of the full name and last known business address of each member and the number of Units held of record by each member.


(b) Copies of the Articles, together with any amendments thereto, Initial Report and this Agreement, together with any amendments hereto.

(c) Copies of the Company's federal and state income tax returns and reports for the three most recent years.

(d) Copies of any financial statements of the company for the three most recent years.

1.4 *Maintenance of Books.* The Company shall keep books and records of accounts on a cash basis and shall keep minutes of the proceedings of its management and its members. The Company shall keep a Unit transfer ledger.

1.5 *Reports.* On or before the 120th day following the end of each fiscal year during the term of the Company, the management shall cause each member to be furnished with a balance sheet and an income statement of the Company for, or as of the end of, such fiscal year. These financial statements shall be prepared in accordance with accounting principles generally employed for cash basis records consistently applied (except as therein noted). The management also may cause to be prepared or delivered such other reports as they may deem appropriate. The Company shall bear the costs of all these reports.

1.6 *Accounts.* The management shall establish and maintain one or more checking and/or investment accounts for Company funds; to be maintained solely in the Company name, with financial institutions and firms that the management determines. Neither the Company, nor the members nor management shall be permitted to commingle the Company's funds with the funds of any other person. The signature of two members shall be required on each check or other instrument for the withdrawal, transfer and/or payment of any funds from any financial or other account of the Company. } 

1.7 *Inspection Rights.* Each member's ability to take the actions described in Section 1319(B) of the Act or any similar successor provision shall be limited to the following: at the member's own expense, the member may inspect and copy any Company book or record upon reasonable request during ordinary business hours.

## ARTICLE II DETERMINATION OF AND MEETINGS OF MEMBERS

2.1 *Determination of Members.* The management may fix in advance a record date for the purpose of determining members entitled to notice of and to vote at a meeting or in order to make a determination of members for any other purpose; however, such date must be not less than one nor more than sixty days prior to the date on which the action requiring the determination of members is to be taken. If no record date is fixed for the purpose of determining members (a) entitled to notice of and to vote at a meeting, the close of business on the day before notice of the meeting is mailed, or if notice is waived, the close of business on the day before the meeting, shall be the record date for such purpose, or (b) for any other purpose or action, the close of business on the date on which the management adopts the resolution relating to such purpose or action shall be the record date. A determination of members of record entitled to notice of or to vote at a meeting of members shall apply to any adjournment of the meeting; provided, however, that the management may fix a new record date for the adjourned meeting. The Company, its members, management and agents shall be entitled to recognize and treat a person registered as the holder of Units on the Company's records as the holder of Units in fact for all purposes, and as the person exclusively entitled to have and to exercise all rights and privileges incident to ownership of such Units, and rights under this Section shall not be affected by any actual or constructive notice which the Company, its members, management or agents may have to the contrary.



2.2 *Place of Meetings.* All meetings of members shall be held at the principal place of business of the Company or at such other place within or outside of the State of Colorado as shall be specified in the notices or waivers of notice thereof.

2.3 *Annual Meetings.* An annual meeting of the members shall be held at a time, place and date determined by management. If no annual members' meeting is held for a period of eighteen months, any member may call such meeting to be held at the registered office of the Company as shown on the records of the Colorado Secretary of State.

2.4 *Special Meetings.* Special meetings of members for any purpose or purposes may be called by management.

2.5 *Notice of Meetings.* The authorized person or persons calling a members' meeting shall cause written notice of the time, place and purpose of the meeting to be given to all members entitled to vote their Units at least ten days and not more than sixty days prior to the day fixed for the meeting.

2.6 *Agenda and Conduct of Meetings.* The business to be conducted at a members' meeting shall be limited to the purpose or purposes stated in the notice of the meeting, provided that other matters may be considered if all members entitled to vote their Units are present or represented at the meeting and consent thereto. The member who is a natural person and who holds the most Units of all members who are natural persons shall preside as the chairperson of any meetings of members, and shall have the authority to make all decisions regarding the conduct of the meeting. A duly organized meeting may be adjourned only from business day to business day.

2.7 *Quorum.* The presence, in person or by proxy, of those members who are natural persons and who hold a majority of the outstanding Units entitled to be voted shall constitute a quorum at all meetings of members. If a quorum is present or represented at a duly organized meeting, such meeting may continue to do business until adjournment, notwithstanding the withdrawal of members or the refusal of any member present to vote. If a meeting cannot be organized because a quorum is not present, members present may adjourn the meeting without notice other than announcement at the meeting, but only from business day to business day.

2.8 *Proxies.* A member may vote either in person or by proxy executed in writing by the member. No proxy shall be valid after 11 months from the date of its execution unless otherwise provided in the proxy. A proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest.

2.10 *Action by Members.* Except as provided in this Section, every action of members must be taken at a meeting of members by majority vote. Only those members who are natural persons shall be entitled to vote their Units on any matter as to which action of members is taken. Any action permitted or required by the Act, the Articles or this Agreement to be taken at a meeting of the members may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, is signed by a majority of the members entitled to vote their Units thereon. Such consent shall have the same force and effect as a majority vote at a meeting and may be stated as such in any documents or instrument filed with the Colorado Secretary of State.

### **ARTICLE III MANAGEMENT**

3.1 *Management.* The Company shall be managed by the members as provided by law. The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the majority vote of the members, who shall have authority and power to take all actions and make all decisions for the Company, including the alienation, lease or encumbrance of any of the Company's immovables, except as otherwise expressly provided herein.

### **ARTICLE IV DIVIDENDS**

4.1 *Cash Distributions.* From time to time the Company may distribute cash to the members in an identical amount per Unit; provided, however, in the case of cash to be distributed upon the liquidation of the Company, such cash shall be distributed in accordance with the provisions of Article VI. No other distributions shall be made, except in accordance with the provisions of Article VI.

4.2 *Limitation.* No distribution shall be made if, after giving effect to the distribution:

(a) The Company would not be able to pay its debts as they become due in the usual course of business; or

(b) The Company's total assets would be less than the sum of its total liabilities.

The Company may base a determination that a distribution is not prohibited under this Section either on financial statements prepared on the basis of accounting practices and principles that are reasonable under the circumstances or a fair valuation or other method that is reasonable under the circumstances. For purposes of this Section, generally accepted accounting principles are deemed to be reasonable. The effect of a distribution under this Section shall be measured after the date of authorization, or the date upon which payment is made if it occurs more than 120 days after the date of authorization.



## **ARTICLE V UNITS**

5.1 *Initial Purchasers.* Contemporaneously with the execution by each member of this Agreement, each member shall purchase the Units set forth opposite such member's name on the signature page of this Agreement for the consideration set forth opposite such member's name. No member is required to purchase any additional Units.

5.2 *Return of Consideration; Withdrawal and Expulsion.* A member is not entitled to the return of any part of its consideration paid to the Company for any Unit or to be paid interest in respect thereto. No member shall be required to contribute or to lend any cash or property to the Company to enable the Company to return a member his consideration paid to the Company for any Unit. Members may not be expelled from the Company or withdraw from the Company, except by transferring Units.

5.3 *Issuance of Additional Units for Cash or Other Consideration.* The Company may issue additional Units for cash or other consideration.

5.4 *Restrictions on Transfer of Units.* Any transfer of Units to a person who is a member or a non-member must be approved by the unanimous vote of the members, except that Units may be sold, donated or bequeathed by a registered holder to his or her spouse, children or grandchildren without said approval. A transfer shall include a merger or consolidation by a member with or into another person.

5.5 *Securities Laws Restrictions on Transfer.* The management may restrict the transfer of Units if in its opinion such restriction is necessary to prevent violation by the Company of federal or state securities laws.

5.6 *Certificates.* Certificates representing the Units shall be in such form as determined by the management; provided, that each certificate must contain a conspicuous legend referencing this Agreement.

5.7 *Recordation of Transfer.* Upon surrender to the Company or the transfer agent of the Company of a certificate for Units duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the Company to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books, unless such transfer conflicts with the provisions of this Agreement.

## **ARTICLE VI DISSOLUTION, LIQUIDATION AND TERMINATION**

6.1 *Dissolution.* The Company shall dissolve and its affairs shall be wound up on the first to occur of the following:



(a) the affirmative vote of those members holding two-thirds (66 2/3%) or more of the Company's outstanding Units entitled to vote; or

(b) the entry of a decree of judicial dissolution of the Company under Section 1335 of the Act.

6.2 *Liquidation and Termination.* On dissolution of the Company, the members who are natural persons shall serve as liquidator(s). The liquidator(s) shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidator(s) shall continue to operate the Company properties with all of the power and authority of the members. The steps to be accomplished by the liquidator(s) are as follows:

(a) The liquidator(s) shall file Articles of Dissolution with the Colorado Secretary of State as required by Section 1339 of the Act or similar successor provision and give the notice required by Section 1336 of the Act or similar successor provisions;

(b) The liquidator(s) shall follow the procedures set forth in Section 1338 of the Act or similar successor provision in order to obtain the benefits of that Section of the Act and of Section 1341 of the Act or similar successor provisions;

(c) As promptly as possible after dissolution and again after final liquidation, the liquidator(s) shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable;

(d) The liquidator(s) shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the liquidator(s) may reasonably determine); and

(e) All remaining assets of the Company shall be distributed to the members as follows:

(i) The liquidator(s) may sell any or all Company property, including to members; and

(ii) Liquidation proceeds shall be identical with respect to each outstanding Unit.

(f) On completion of the distribution of Company assets as provided herein, the Company is terminated, and the liquidator(s) shall file a certificate stating that the Company has been liquidated and is dissolved with the Colorado Secretary of State as required by Section 1340 of the Act or any similar successor provision and take such other actions as may be necessary to terminate the Company.

## **ARTICLE VII AMENDMENTS TO ARTICLES OF ORGANIZATION AND OPERATION AGREEMENT**

The Articles and this Agreement may be amended or modified from time to time only by the unanimous vote or written consent of all of the members of the Company.

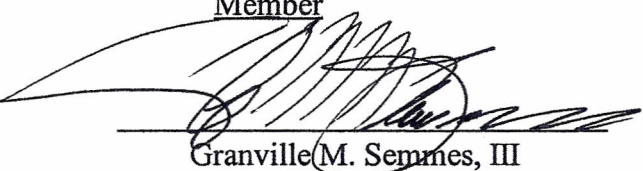
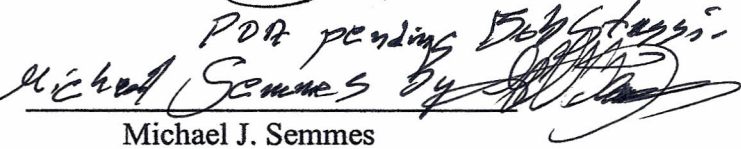
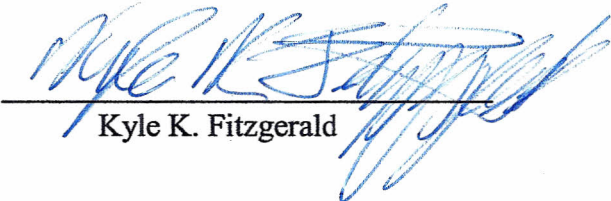
## **ARTICLE VIII GENERAL PROVISIONS**

8.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid or by delivering that writing to the recipient in person, by courier, or by facsimile transmission. A notice, request, or consent given under this Agreement is effective on receipt by the person to receive it; however, if such notice is placed in the United States mail, postage prepaid, and addressed to a member at such members' last known address, notice shall be deemed to have been received by such member on the third day thereafter. All notices, requests, and consents to be sent to a member must be sent to or made at the addresses given for that member on the signature page of this Agreement, or such other address as that member may specify by notice to the Company. Any notice, request, or consent to the Company must be given at the following address: 621 Pine Street, Boulder, CO 80302, Attn: Mr. Granville M. Semmes, III. Whenever any notice is required to be given by law, the Articles, or this Agreement, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

8.2 *Governing Law and Severability.* This Agreement is governed by and shall be construed in accordance with the internal laws of the State of Colorado. If a direct conflict exists between the provisions of this Agreement and (a) any provision of the Articles or (b) any mandatory provision of the Act, the applicable provision of the Articles or the Act shall control. If any provision of this Agreement or the application thereof to any person or circumstances is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

8.3 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

IN WITNESS WHEREOF, the members have executed this Agreement as of November 7, 2006.

<u>Member</u>	<u>No. of Units</u>	<u>Consideration for Units</u>
 Granville M. Semmes, III	300	\$300,000.00
<i>PDR pending Dept. Sec. -</i>  Michael J. Semmes	300	\$300,000.00
 Kyle K. Fitzgerald	300	\$300,000.00