



### GOOD NEIGHBOR AGREEMENT

Concerning the Capitol Hill United Neighborhoods, Inc. application for the rezoning of  
1290 Williams Street, Denver, CO 80218

THIS AGREEMENT is made and entered into effective this 2nd day of September, 2020 by and among **One Cheesman Place Condominium Association, Inc., Highgate Homeowners Association, Gary Hagopian, an individual homeowner at Highgate Townhomes, and such other entities or individuals who agree to sign a joinder hereto in the future (collectively, "Neighbors"), and Capitol Hill United Neighborhoods, Inc. ("Applicant" or "CHUN"), a Colorado nonprofit corporation under Internal Revenue Code Section 501(c)(3) and Registered Neighborhood Organization as defined by the City and County of Denver, and Tears McFarlane LLC , a Colorado limited liability company (of which CHUN is a 50% Member and of which CSI-TMH LLC, a Colorado limited liability company and a wholly-owned subsidiary of City Street Investors LLC, is a 50% Member) (collectively the "Interest Holder"), with regard to that certain real property located at 1290 N. Williams Street, Denver, CO 80218 and more particularly in **Exhibit A** and incorporated herein by this reference (the "Property"), which is owned by Applicant and as to which Interest Holder has a contractual interest. Interest Holder, Neighbors and the Applicant are collectively referred to herein as the "Parties".**

#### Recitals

- A. WHEREAS, Neighbors are Homeowners Associations and Colorado Nonprofit Corporations registered with the Colorado Department of Regulatory Agencies and in Good Standing with Colorado Secretary of State, Registered Neighborhood Organizations registered with the City and County of Denver and in Good Standing with Colorado Secretary of State, and certain individual homeowners adjacent to the Property;
- B. WHEREAS, Applicant is a Registered Neighborhood Organization registered with the City and County of Denver and in Good Standing with the Colorado Secretary of State. Interest Holder is a Colorado Limited Liability Company and in Good Standing with the Colorado Secretary of State;
- C. WHEREAS, it is of mutual interest to the Neighbors, Applicant, and Interest Holder to be engaged in efforts to protect and improve the safety and quality of life in the neighborhood surrounding the Property;
- D. WHEREAS, the Property consists of an historic mansion ("Tears-McFarlane House") and a separate existing structure, to be demolished and replaced with a new replacement structure (both the existing and future structures defined as the "Annex") adjacent to the Tears-McFarlane House;
- E. WHEREAS, the Tears-McFarlane House and the Annex have been used for more than 40 years as a community center providing programs for the neighborhood benefit (including

but not limited to, senior support services, activities promoting local arts and culture, summer reading libraries for neighborhood youth, holiday events for low-income neighbors, municipal forums, neighborhood meetings, nonprofit or charitable fundraising activities, etc.) and office space for nonprofit organizations or small businesses; in addition, the Annex has served similar purposes including uses for meetings, weddings and special, private events and other uses;

- F. WHEREAS, the Applicant has filed an application to rezone the Property to a Planned Unit Development (PUD – G23, attached hereto as **Exhibit B**) which seeks to change and add to the allowable uses of the Property to include, among other things, certain retail and restaurant activities, as well as the demolition, modification and reconstruction of the Property or portions thereof, which activities and improvements will be undertaken and developed by Interest Holder;
- G. WHEREAS, the Tears-McFarlane House is presently listed as a Denver Historic Landmark structure;
- H. WHEREAS, Applicant and Interest Holder intend to demolish the Annex and replace it with a new building and will need to secure licenses from the City and County of Denver Department of Excise and Licenses to operate a restaurant and to serve and sell alcohol in this new building;
- I. WHEREAS, Applicant and Interest Holder will need to secure approvals from the Denver Landmark Preservation Commission for proposed changes to the Property as well as restaurant and liquor licenses from the City and County of Denver;
- J. WHEREAS, the Parties acknowledge that the Property is adjacent to and surrounded by residential properties and it is desirable among the Parties that the operation of a restaurant be as compatible as possible with the existing neighborhood and that sales and consumption of alcohol be managed to be compatible with the existing neighborhood;
- K. WHEREAS, the Parties acknowledge that Cheesman Park (the “Park”) is an historic park with open lawns and wooded edges that provide a refuge from the urban city life and provides opportunities for recreation and that the Parties desire to protect these park qualities collectively, the (“Park Qualities”);
- L. WHEREAS, Applicant and Interest Holder have expressed a strong commitment to operate the Property in a manner that is consistent and compatible with the surrounding residential neighborhood and the Parties commit to work together and continue to protect and improve the safety, health, welfare and quality of life in the neighborhood;
- M. WHEREAS, the Parties wish to enter into this AGREEMENT specifying certain restrictions and prohibitions on the Property upon completion of the proposed rezoning, including but not limited to the operation of future retail and restaurant spaces, vehicle parking,

property access for service and other vehicles, traffic, safety and the general welfare of the neighborhood adjacent to the property, and;

- N. WHEREAS, in exchange for the commitments of Applicant and Interest Holder, the Neighbors will refrain from opposing the Applicant and Interest Holder's application for rezoning, as well as requested approvals from the Denver Landmark Preservation Commission for Property modifications and applications for restaurant and liquor licenses, to the extent consistent with the terms of this AGREEMENT.

#### Agreement

NOW, THEREFORE, in consideration of the forgoing recitals and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1) Applicant and Interest Holder agree that the Tears McFarlane House will continue to be predominantly used for community benefit purposes and by and for nonprofit organizations as well as small business for office space, community programs and neighborhood meetings.
- 2) The Applicant and Interest Holder agree that the restaurant shall be operated from the Annex only, though portions of the grounds and the 1<sup>st</sup> floor of the Tears-McFarlane House will be licensed for the consumption of alcohol (as depicted in the attached **Exhibit C**).
- 3) Applicant and Interest Holder agree to prohibit all types of smoking and tobacco use on the Property and use reasonable efforts to discourage smoking within 20 feet of the Property boundaries, including, but not be limited to: (i) installing and maintaining "no smoking" signage on the eastern wall of the Property abutting the adjoining alley and in the parking area on the Property and (ii) instructing all employees, agents, tenants, and occupants of the Property not to smoke within said alley, the pedestrian easement area located to the west of the Property or in other locations abutting the Property.
- 4) Applicant and Interest Holder agree that, upon completion of construction, the Annex will include sound insulation around all roof-top equipment that generates noise. Applicant and Interest Holder further agree to install an air-cleaning system on the restaurant hood, in addition to the filtration system, which is standard on commercial restaurant hoods, to minimize odors.
- 5) Applicant and Interest Holder agree to construct a secure trash enclosure with a roof situated on the eastern portion of the Property and accessed by the public alley east of the Property to accommodate trash and recycling for the Property. In conjunction with redevelopment of the Annex and rehabilitation of the Tears-MacFarlane House, Applicant and Interest Holder agree to prohibit the construction of rooftop decks within the

Property, and to install lighting that is compliant with Historic Landmark requirements and minimizes impact on adjacent properties.

- 6) Applicant and Interest Holder agree that they will confine the hours of operation of the Property's retail and restaurant uses, including the sale or consumption of alcohol, by opening no earlier than 7:00AM and closing no later than 8:00PM. Applicant and Interest Holder will require that any future operators, lessees or successors agree to such terms in written lease or rental agreements unless otherwise modified and agreed to.
- 7) Applicant and Interest holder agree to manage **CHUN-related Programs and Events and Private Events** on the Property as follows:

**CHUN-related Programs and Events**, are defined as scheduled gatherings of 75 individuals or fewer at any one point in time, and include, by way of example, neighborhood assemblies, board meetings, CHUN fundraisers, and other neighborhood-related programs specific to CHUN's organizational mission supporting the enhancement of the greater Capitol Hill community. Notwithstanding the foregoing, CHUN may host CHUN-related Events of 76 or more people at any one point in time, not more than 5 times per year, with an absolute cap of 200 people at any one point in time. Applicant and Interest Holder agree that CHUN-related Programs and Events shall conclude no later than 9:00PM and shall conclude any breakdown and cleanup no later than 10:30PM. Applicant and Interest Holder agree that CHUN will not serve as host for Private Events (defined below) on behalf of, or for, for-profit organizations and any other organization based outside of the City and County of Denver.

**Private Events** are defined as scheduled gatherings of 30 or more individuals, that are private, invitation-only and which the general public is prevented from attending, and include, by way of example, weddings, birthday or anniversary celebrations, funerals or memorial services, corporate functions, dinner or cocktail parties and the like. Private Events shall be capped at a maximum of 200 people at any one point in time and further limited as follows: (1) those of 150 -200 people, not more than 2 per year, (2) those of 100-149 people not more than 4 per year, (3) those of 50-99, not more than 24, (4) those of 30-49 people not more than 52 per year. There shall be no limitation of Private Events of 29 or less. Applicant and Interest Holder agree that Private Events shall conclude no later than 9:00PM and shall conclude any breakdown and cleanup no later than 10:30PM.

Applicant and Interest Holder agree that they and all lessees, occupants, contractors, agents or invitees will arrange, utilize and provide valet parking service and remote parking for all Private Events where 30 or more attendees from outside the neighborhood are expected.

Applicant and Interest Holder further agree to post on Property's publicly accessible website, an ongoing list of all scheduled gatherings at the Property; any Private Event, CHUN-related Program or Event will be listed thereon no fewer than 15 days prior to the

date of the applicable gathering, with the exception of last-minute bookings for which Applicant and Interest Holder agree to contact the Neighbors designated representative(s) as soon as such gathering is booked and provide detailed information regarding such event to the Neighbors.

As used in this Agreement, "CHUN-related Programs and Events or "Private Events" or similar phrases shall not mean: (i) ordinary operation of the restaurant open to the public, (ii) ordinary operation of office spaces within the building, (so long as not including scheduled meetings of more than 30 people from outside the neighborhood) and (iii) ordinary operation of retail spaces within the building on the Property, open to the public.

- 8) Applicant and Interest Holder agree to apply only for a hotel and restaurant liquor license and are specifically prohibited from applying for a cabaret liquor license and at all times abide by all laws and regulations of the City and County of Denver, Department of Excise and Licenses, relating to the sale and consumption of alcohol at the Property. Applicant and Interest Holder further agree, regardless of any right to do so under the laws and regulations of the City and County of Denver and/or the State of Colorado, including but not limited to any current temporary measures implemented in response to the "COVID-19" pandemic, to prohibit the removal or consumption of alcohol off premises and the sale from the Property of alcohol for consumption off premises and to promptly notify Neighbors of any state or local disciplinary or enforcement actions resulting from the sale and consumption of alcohol at the Property. Applicant and Interest Holder will construct and maintain a fence or barrier establishing a clear boundary between the Property and Park. The Applicant and Interest Holder will abide by all applicable Liquor Laws and Licensing to include posting and signage requirements as defined by the City and County of Denver and State of Colorado.

Attached hereto as **Exhibit D** is a description of the initial products and services Applicant and Interest Holder intend to be offered by their retail and restaurant operations, including preliminary conceptual menus. Applicant and Interest Holder agree to advise the Neighbors in writing and secure approval from the Neighbors any time they intend to materially change the business operation from the concept initially proposed or transfer such operations to a new lessee or owner subsequent to the execution of this AGREEMENT. The Neighbors shall not be deemed unreasonable for disapproving concept changes that will result in additional odors being emitted from the Property.

- 9) Applicant and Interest Holder agree that no food trucks are permitted to operate on the Property, including on the parking spaces in front of the Property. At the Planning Board rezoning public hearing Applicant will request that Planning Board recommend approval of PUD-G23 to City Council with the condition that the "Retail Food Establishment, Mobile" be removed as an allowed use in the PUD.
- 10) Applicant and Interest Holder agree to restrict deliveries of inventory and operating supplies and trash removal, to reasonable daytime hours, accessed along East 13<sup>th</sup>

Avenue and to prevent such service vehicles with the exception of deliveries by mail or package services such as the U.S. Postal Service or private delivery service companies; Applicant and Interest Holder may use the alley on infrequent and rare instances for the delivery of special equipment and material that would be impractical to deliver otherwise; further, Applicant and Interest holder will make good faith efforts to prevent deliveries from blocking any private parking, sidewalks, access to adjacent properties and the public alleyways located immediately adjacent to the east boundary of the Property.

- 11) Applicant and Interest Holder agree to encourage pedestrian use with respect to all uses of the public alleyway located immediately adjacent to the east boundary of the Property, excepted as permitted in Paragraph 10 above.
- 12) Applicant and Interest Holder agree to join Neighbors and make reasonable efforts, at no cost to Applicant and Interest Holder, to apply for and secure the restrictions allowing predominantly pedestrian use of the aforementioned public alleyway by the City and County of Denver, except as permitted in Paragraph 10 above.
- 13) The Neighbors, in particular One Cheesman Condominium Association, Applicant, and Interest Holder further agree that neither they nor their lessees, occupants, agents, or invitees will obstruct the other pedestrian access to Cheesman Park located between the Property parking lot and the adjoining property located at 1201 N. Williams Street, Denver, Colorado 80218, known as One Cheesman Place ("One Cheesman Place") except as may be needed on a temporary basis during times of construction (e.g. repaving parking lot). Further, the Parties agree that entrances to surface parking areas or garages shall not be blocked.
- 14) Applicant and Interest Holder agree that they and their lessees, occupants, contractors, agents, or invitees will not permit the use or playing of amplified music outside or inside the building premises, excepting the use of background music inside the Annex and inside the portions of the Tears-McFarlane House licensed for alcohol. Use of public address systems outside the building premises shall be permitted for community or public events only, and with use of such public address systems during such events restricted to a maximum duration of one hour. Applicant and Interest Holder shall strictly abide by all noise ordinances as defined by the City and County of Denver.
- 15) Applicant and Interest Holder agree that they and all lessees, occupants, contractors, agents, or invitees will at all times prohibit any lessees, contractors, occupants, agents, guests, employees or other users of any portion of the Property from parking any vehicles in the private parking lot of One Cheesman Place. Applicant and Interest Holder agree to post advisories inside the restaurant and in the provisions of all lease, occupancy and/or rental agreements that vehicles parked illegally at One Cheesman Place will be immediately towed by Applicant and Interest Holder. Applicant and Interest Holder agree to arrange for such illegally parked vehicles to be towed from the One Cheesman Place premises within 60 minutes of receiving a complaint from One Cheesman Place Applicant

and Interest Holder agree to have appropriate signage throughout to further communicate and discourage any and all parking at One Cheesman Place. As an additional measure, Applicant and Interest Holder will provide temporary signage (to be reviewed by the Neighbors) during Private Events and CHUN-related Programs and Events to further discourage illegal parking at One Cheesman Place. In all circumstances, violators will be towed at the vehicle owner's expense. If any Party has parking issues or concerns the Parties agree to meet, discuss and seek resolution of said parking problem.

- 16) Applicant and Interest Holder agree to engage a traffic and parking consultant, known to be an expert in the field, to review the project and make recommendations to preserve and enhance safety. This would include recommendations related to deliveries, parking, signage, pedestrian access/safety, and possible traffic sign(s) or light(s). As part of this process, the consultant will seek input from the Neighbors as well as share consultant's recommendations upon completion with the Neighbors. The Parties agree to discuss the consultant's recommendations and to work in good faith to agree on any of the recommended changes. The Parties acknowledge that one or more of the recommendations from the consultant might require City action and Parties will jointly seek City approval for said changes.
- 17) Applicant and Interest Holder agree to provide the Neighbors, or their designated contacts, in writing with the name(s), telephone numbers and other contact information for the Property manager and the manager of any events and agrees to advise the Neighbors any time there are changes in these personnel. Applicant and Interest Holder further agree to direct such managers to promptly respond to and immediately resolve complaints from Neighbors regarding noise, odors, litter, and all other nuisances of any type, including disturbances or violations of city ordinances. Applicant and Interest Holder will distribute copies of this AGREEMENT to their managerial personnel, and to any who become management personnel in the future. In addition, Applicant and Interest Holder will review the requirements of this AGREEMENT with their management personnel at least once a year and will use reasonable efforts to require that its management personnel comply with this AGREEMENT.
- 18) Applicant and Interest Holder agree to meet with Neighbors to keep Neighbors informed of planned construction activities including the commencement of (a) the demolition of the Annex; (b) the general parameters for the construction of the Annex building; and (c) the restoration/renovation of the Tears-McFarlane House. Applicant and Interest Holder agree to provide Neighbors with the off-site location for construction trucks and worker vehicles. If requested by Neighbors, the Applicant and Interest Holder agree to meet promptly, to resolve issues which may arise during the construction and renovation of the Tears-McFarlane Mansion and the demolition and reconstruction of the Annex building.
- 19) Upon completion of the proposed construction, restoration, and renovation to the Property, the Parties agree to meet on a quarterly basis to discuss upcoming plans or

changes to the Property, including construction issues related to the Property. Meetings shall include not more than two representatives from each of the named organizational Parties (Nonprofit Corporation, Registered Neighborhood Organization, LLC, etc.) which are signatories to this Agreement. Individual Neighbors, if unable to participate in said meetings, shall be entitled to one representative to participate in meetings on their behalf. A schedule for the meetings should be provided by Applicant and Interest Holder no later than January 2021. Neighbors shall designate an individual point of contact, from the Neighbors as defined in this Agreement, for routine communications from the Applicant and/or Interest Holder. Neighbors agree to provide contact information for said designee(s) no later than January 1 of every calendar year.

- 20) In the event of any claim, dispute, or controversy arising out of or in relation to the performance, interpretation, application, or enforcement of any provision of this AGREEMENT, including but not limited to breach thereof, as an alternative to or prior to the initiation of any adjudicative action or proceeding, including arbitration as more fully described in Paragraph 20 below, either Party may request the City and County of Denver Hearing Office appoint a mediator and conduct neighborhood mediation services at no cost to either Party.
- 21) Any controversy or other claim arising out of or related to this AGREEMENT, or breach thereof, by any of the Parties shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Parties agree that any Party seeking to initiate arbitration shall first notify the designated contact for the other Party in writing of any complaints regarding the operations of the Property or other unfulfilled obligations, prior to making any formal complaints to the Denver Department of Excise and Licenses or any other agencies of the City and County of Denver. Upon receipt of such notice, the Party in receipt of such complaint shall have seven (7) days within which to effect a cure of the alleged breach, or such longer time as may be reasonable required under the circumstances, in any event not to exceed thirty (30) days, provided that the Party in receipt of such complaint is making reasonable, continuous efforts to cure such alleged breach. If a cure does not occur, the complaining Party may initiate arbitration. Notwithstanding the foregoing, the Parties may report any emergencies or potentially irreversible threats to the well-being, safety, health, and neighborhood qualities in the immediate area.
- 22) Applicant and Interest Holder shall request Denver Excise and License to attach this Agreement to the liquor license; in such event, only paragraphs 2, 6, 7, 8, and 14 shall apply with respect to the liquor license.
- 23) In consideration of the promises and covenants made herein by the Applicant and Interest Holder, from and after the execution of this AGREEMENT, Neighbors, their current officers (acting individually or in their capacity as officers) and future officers (acting in their capacity as officers), and the Neighbors' successors or designees, agree to refrain



from opposing the proposed rezoning of the Property to a Planned Unit Development (PUD – G23) by the Denver Planning Board and Denver City Council. Neighbors further agree to refrain from opposing any requested approval for Property changes from the Denver Landmark Preservation Commission as well as applications for restaurant and liquor licenses. Neighbors, while maintaining their non-opposition herein, may, however, be permitted to participate in the City and County of Denver’s review and approval processes for the limited purpose of assuring that Landmark, restaurant, and liquor license applications are consistent with the terms of this AGREEMENT. Neighbors agree to provide Applicant and Interest Holder with a current list of all officers from time to time upon request. Neighbors shall use all reasonable efforts to discourage future board members and officers from engaging in opposition to the proposed rezoning, Landmark approvals, restaurant and liquor license applications for the Property in their personal or official capacities.

Immediately upon mutual execution by the Parties hereof, Neighbors shall provide notice to Community Planning and Development, the Denver Planning Board and Denver City Council of this AGREEMENT.

The Parties acknowledge there may be members or non-members of Neighbors who may oppose such applications or take individual action inconsistent with the actions contemplated herein. Non opposition by Neighbors shall include immediate deactivation and removal of any and all websites (up to and including [www.protectcheesmanpark.com](http://www.protectcheesmanpark.com)), deletion of social media posts, retraction and discontinuation of issuance of statements in the media, suspension of disseminating printed materials and or official communications (e.g. HOA board notices) pertaining to the opposition to Applicant’s rezoning application. These communications and their content, including websites like [www.protectcheesmanpark.com](http://www.protectcheesmanpark.com), may not be transferred to another party for any purpose.

Neighbors, their current officers (in their official capacity or individually) or, acting in their capacity as officers, future officers, or Neighbors successors and/or designees, will not circulate, sign, promote or participate in any manner in a Protest Petition concerning the rezoning or other licensing of the Property.

#### Miscellaneous

This Agreement becomes effective and is enforceable and binding upon the Parties only upon the final non-appealable approval of PUD – G23 by the City of Denver; and is neither binding or enforceable unless and until the Property is zoned PUD – G23.

The Parties agree that this AGREEMENT will be recorded in the real property records of the City and County of Denver to serve as a perpetual agreement binding the Property and all future owners of same. In the event the majority of the Property improvements cease to exist, or are irreparably damaged (e.g. fire, collapse, storms or flooding, etc., resulting in uninhabitability) or

the Property is rendered unusable or uninhabitable through government action (e.g. condemnation, etc.) this AGREEMENT shall terminate and be of no further force or effect provided that, if the Property is redeveloped, with the intention of serving the same or substantially similar functions and uses then this AGREEMENT will apply.

The Parties agree that each covenant, agreement, obligation or other provision to be performed by the Applicant and Interest Holder is a separate and independent covenant of the Applicant and Interest Holder and not dependent on any other provision of this AGREEMENT. In the event that any of the terms or conditions of this AGREEMENT are determined to be unenforceable or in conflict with one another, the Parties agree that the remainder of the AGREEMENT remains valid and enforceable. Moreover, each of the terms, covenants, agreements and conditions of this AGREEMENT is binding upon and inures to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns.

This AGREEMENT is the entire agreement between the Parties with respect to the subject matter hereof and may not be amended or modified except by an instrument executed in writing by the parties hereto. This AGREEMENT may be executed in separate counterparts (or upon separate signature pages bound together into one or more counterparts), each of which, when so executed and delivered, shall be an original, but all such counterparts shall together, constitute one and the same instrument.

No provision of this AGREEMENT may be released, discharged, abandoned, supplemented, amended, changed, transferred or modified in any manner, orally or otherwise, without the written consent of the Parties. Nor shall any waiver of any of the provisions be valid or enforceable unless in writing and signed by a duly authorized officer or representatives of each of the Parties.


The rights and obligations pursuant to this AGREEMENT shall be binding upon the successors and assigns of the Parties and shall constitute a covenant running with the land and burdening the Property. The Parties acknowledge and agree that this AGREEMENT will be recorded in the real property records for the City and County of Denver.

Each person signing on behalf of an entity below represents that she/he has the authority to execute and deliver this AGREEMENT on behalf of such entity and to bind such entity to the terms hereof.

EXECUTED AND EFFECTIVE ON THE LATEST DATE SET FORTH BELOW

**APPLICANT**

Capitol Hill United Neighborhoods, Inc.  
a Colorado Nonprofit Corporation  
and a Denver Registered Neighborhood Organization

**By:** Travis Leiker, MPA  
**Signature:** 

**Title:** President, Board of Directors

**Address:** 1290 Williams Street #102, Denver, CO 80218

**Telephone:** 303.830.1651

**Email address:** [chun@chundenver.org](mailto:chun@chundenver.org)

**Date:** September 16, 2020

STATE OF COLORADO                    )  
                                                          ) ss.  
COUNTY OF Denver                    )

The foregoing instrument was acknowledged before me on this 16 day of September, 2020, by Travis Leiker.

WITNESS my hand and official seal.

My commission expires June 21, 2022.

  
\_\_\_\_\_  
Notary Public

(SEAL)

REYCHEL SAFLOR  
NOTARY PUBLIC - STATE OF COLORADO  
NOTARY ID 20184026005  
MY COMMISSION EXPIRES JUN 21, 2022

**INTEREST HOLDERS**

Tears McFarlane LLC  
a Colorado limited liability company

By: Its Manager, City Street Investors LLC a Colorado limited liability company

By: Joseph D. Vostrejs  
Joseph D. Vostrejs, Manager

By: Patricia McHenry  
Patricia McHenry, Manager

1115 Acoma Street, Ste. 200  
Denver, CO 80202  
720-510-1661  
[ivostrejs@citystreetinvestors.com](mailto:ivostrejs@citystreetinvestors.com)  
[pmchenry@citystreetinvestors.com](mailto:pmchenry@citystreetinvestors.com)

Date: 9/11/2020

STATE OF COLORADO            )  
                                                          ) ss.  
COUNTY OF Denver            )

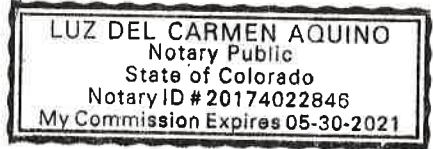
The foregoing instrument was acknowledged before me on this 11 day of September, 2020, by Joseph D. Vostrejs.

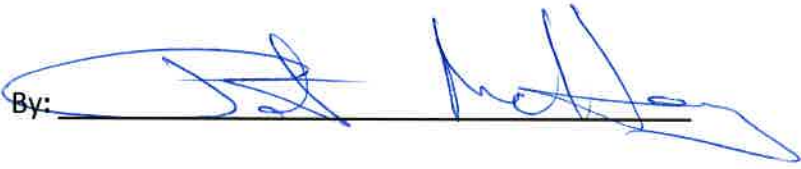
WITNESS my hand and official seal.

My commission expires 05/30/2021

(SEAL)

[Signature]  
Notary Public



By: 

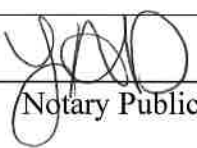
Patricia McHenry, Manager

STATE OF COLORADO            )  
                                                          ) ss.  
COUNTY OF Denver                    )

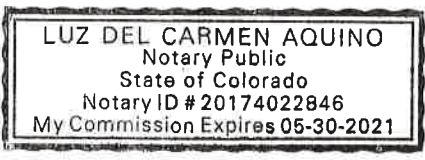
The foregoing instrument was acknowledged before me on this 11 day of September, 2020, by Patricia McHenry.

WITNESS my hand and official seal.

My commission expires 05/30/2021.

  
Notary Public

(SEAL)



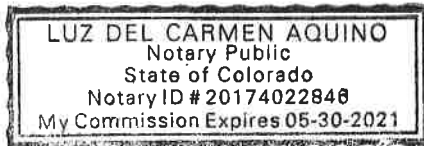
STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me on this 11 day of September, 2020, by Patricia McHenry.

WITNESS my hand and official seal.

My commission expires 05/30/2021.

(SEAL)



[Signature]  
Notary Public

**Joinder to Agreement**

City Street Investors LLC, by execution hereof, hereby agrees that it, so long as it has a direct or indirect interest in Tears McFarlane LLC, City Street Investors LLC shall not, in its capacity as manager or member of Tears McFarlane LLC or CSI-TMH LLC, as applicable, take any action, or authorize Tears McFarlane LLC or CSI-TMH LLC to take any action, in violation of this Agreement.

**City Street Investors LLC a Colorado limited liability company**

By: [Signature]

Joseph D. Vostrejs, Manager

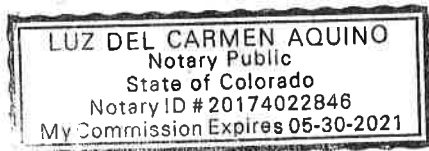
STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me on this 14 day of September, 2020, by Joseph D. Vostrejs.

WITNESS my hand and official seal.

My commission expires 05/30/2021.

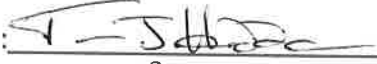
(SEAL)




[Signature]  
Notary Public

**NEIGHBORS**


One Cheesman Place Condominium Association, Inc.  
a Colorado Nonprofit Corporation

Signature:   
Title/Organization: PRESIDENT  
Address: 1201N WILLIAMS ST UNIT 18  
Telephone: 303 210 8210  
Email address: TIMOTHYHADD@AOL.COM  
Date: SEPT 2ND 2020

Highgate Homeowners Association  
a Colorado Nonprofit Corporation

Signature:   
Title/Organization: Pres. HIGHGATE HOA  
Address: 1291 HIGH ST. UNIT J  
Telephone: 513-659-0759  
Email address: ghagopian@me.com  
Date: Sept 2, 2020

Gary Hagopian, an individual

Signature:   
Address: 1291 HIGH ST. UNIT J  
Telephone: 513 659 0759  
Email address: ghagopian@me.com  
Date: Sept 2, 2020

**And such other entities or individuals, if any, that sign a joinder hereto agreeing to become part of the Neighbors.**

Entity Notary Acknowledgment

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me on this 4<sup>th</sup> day of SEPTEMBER, 2020, by TIMOTHY HADDOCK, as PRESIDENT of a THE CREESMAN PLACE CONDOMINIUM ASSOCIATION INC, a COLORADO NON-PROFIT CORP.

WITNESS my hand and official seal.

My commission expires 08/05/2023

(SEAL)

BRANDON J GASSER  
NOTARY PUBLIC - STATE OF COLORADO  
NOTARY ID 20034015814  
MY COMMISSION EXPIRES AUG 5, 2023

[Signature]  
Notary Public




Individual Notary Acknowledgment

STATE OF COLORADO                    )  
                                                  ) ss.  
COUNTY OF Denver                    )

The foregoing instrument was acknowledged before me on this 3 day of September, 2020, by GARY HAGOPIAN

WITNESS my hand and official seal.

My commission expires March 8, 2023

  
\_\_\_\_\_  
Notary Public



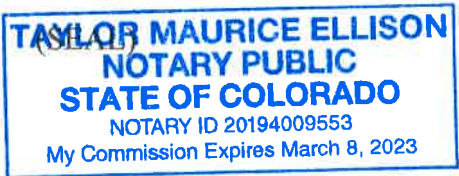
Entity Notary Acknowledgment

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me on this 3 day of September, 2020, by GARY HAGOPIAN as PRESIDENT of HIGHGATE HOMEOWNERS ASSOCIATION, a COLORADO NONPROFIT CORPORATION

WITNESS my hand and official seal.

My commission expires March 8, 2023



[Signature]  
Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

**LEGAL DESCRIPTION**  
**1290 NORTH WILLIAMS STREET**

LOTS 43 THROUGH 46 INCLUSIVE, TOGETHER WITH THE NORTH 3.8 FEET OF LOT 42, BLOCK 51, WYMAN'S ADDITION TO THE CITY OF DENVER, TOGETHER WITH THE EAST ONE HALF (E ½) OF VACATED WILLIAMS STREET ADJACENT TO SAID LOTS, AS VACATED BY ORDINANCE NO. 283, SERIES 1967.

LOCATED IN THE NE ¼ OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN. CITY AND COUNTY OF DENVER, STATE OF COLORADO.

CONTAINING 17,127 SQUARE FEET OR 0.39 ACRES, MORE OR LESS.

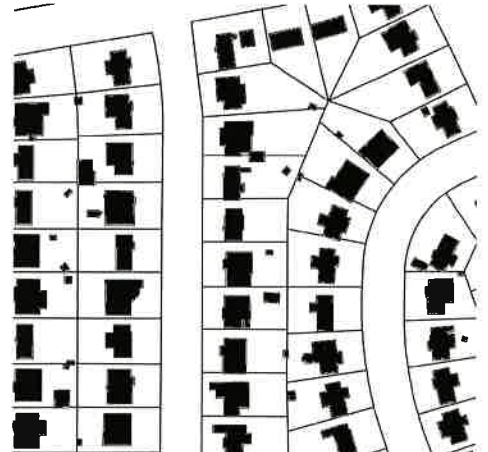
**EXHIBIT B**

**PUD - G23**

**1290 WILLIAMS STREET  
2018-00142**

# PUD-G 23

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1290 Williams Street  
2018I-00142

September 8, 2020 DRAFT

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## CHAPTER 1. ESTABLISHMENT AND INTENT

### SECTION 1.1 PUD-G 23 ESTABLISHED

The provisions of this PUD-G 23 apply to the land depicted on the Official Zoning Map with the label PUD-G 23, a parcel of land being Lots 43 through 46 inclusive, together with the north 3.8 feet of Lot 42, Block 51, Wyman's Addition to the City of Denver, together with the east 1/2 of vacated Williams Street adjacent to said lots, as vacated by Ordinance No. 283, Series of 1967 recorded October 06, 1967 in Book 9794 at page 519. City and County of Denver, State of Colorado; herein referred to as the "Property".

#### 1.1.1 Subareas Established

The following subareas are hereby established within PUD-G 23 for the purpose of applying the zoning standards contained herein. All subareas established are shown generally on Figure 1-1 below and described legally as follows:

##### A. Subarea A Legal Description

BEING ALL OF LOT 46 AND A PORTION OF LOTS 44 AND 45, BLOCK 51, WYMAN'S ADDITION TO THE CITY OF DENVER, TOGETHER WITH THE EAST 1/2 OF VACATED WILLIAMS STREET ADJACENT TO LOTS 43 THROUGH 46 AND THE NORTH 3.8 FEET OF LOT 42, BLOCK 51, WYMAN'S ADDITION TO THE CITY OF DENVER, AS VACATED BY ORDINANCE NO. 283, SERIES OF 1967 RECORDED OCTOBER 06, 1967 IN BOOK 9794 AT PAGE 519; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 46, BLOCK 51, WYMAN'S ADDITION, THENCE SOUTH 00°09'25" WEST, ALONG THE EAST LINE OF SAID LOTS 45 AND 46, FOR A DISTANCE OF 42.00 FEET;  
 THENCE NORTH 89°51'35" WEST, FOR A DISTANCE OF 38.00 FEET;  
 THENCE SOUTH 00°08'25" WEST, FOR A DISTANCE OF 38.00 FEET;  
 THENCE NORTH 89°51'35" WEST, FOR A DISTANCE OF 87.14 FEET TO A POINT ON THE EASTERLY LINE OF SAID VACATED NORTH WILLIAMS STREET;  
 THENCE SOUTH 00°09'25" WEST, ALONG SAID EASTERLY LINE OF VACATED NORTH WILLIAMS STREET, FOR A DISTANCE OF 30.93 FEET TO A POINT 3.8 FEET SOUTHERLY FROM THE NORTHWEST CORNER OF SAID LOT 42, BLOCK 51 WYMAN'S ADDITION;  
 THENCE NORTH 89°51'35" WEST, FOR A DISTANCE OF 40.00 FEET TO A POINT ON THE CENTERLINE OF SAID VACATED NORTH WILLIAMS STREET;  
 THENCE NORTH 00°09'25" EAST, ALONG SAID CENTERLINE, FOR A DISTANCE OF 102.93 FEET TO A POINT OF INTERSECTION OF SAID CENTERLINE AND THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 46, BLOCK 51, WYMAN'S ADDITION;  
 THENCE SOUTH 89°51'35" EAST, FOR A DISTANCE OF 165.13 FEET TO THE POINT OF BEGINNING.  
 SUBAREA "A" CONTAINS 11,986 SQUARE FEET, 0.275 ACRE MORE OR LESS.

##### B. Subarea B Legal Description

BEING ALL OF LOT 43, A PORTION OF LOTS 44 AND 45, TOGETHER WITH THE NORTH 3.8 FEET OF LOT 42, BLOCK 51, WYMAN'S ADDITION TO THE CITY OF DENVER; MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 46, BLOCK 51, WYMAN'S ADDITION, THENCE SOUTH 00°09'25" WEST, ALONG THE EAST LINE OF SAID LOTS 45 AND 46, BLOCK 51, FOR A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING;  
 THENCE CONTINUING SOUTH 00°09'25" WEST, ALONG THE EAST LINE OF SAID LOTS 42 THROUGH 45, BLOCK 51, FOR A DISTANCE OF 60.93 FEET TO A POINT 3.8 FEET SOUTHERLY FROM THE NORTHEAST CORNER OF SAID LOT 42, BLOCK 51 WYMAN'S ADDITION;  
 THENCE NORTH 89°51'35" WEST, FOR A DISTANCE OF 125.13 FEET TO A POINT 3.8 FEET SOUTHERLY FROM THE NORTHWEST CORNER OF SAID LOT 42, BLOCK 51 WYMAN'S ADDITION;

THENCE NORTH 00°09'25" EAST, ALONG SAID EASTERLY LINE OF VACATED NORTH WILLIAMS STREET PER ORDINANCE NUMBER 283, SERIES 1967, FOR A DISTANCE OF 30.93 FEET;  
 THENCE SOUTH 89°51'35" EAST, FOR A DISTANCE OF 87.14 FEET;  
 THENCE NORTH 00°08'25" EAST, FOR A DISTANCE OF 30.00 FEET;  
 THENCE SOUTH 89°51'35" EAST, FOR A DISTANCE OF 38.00 FEET TO THE POINT OF BEGINNING.  
 SUBAREA "B" CONTAINS 5,010 SQUARE FEET, 0.115 ACRE MORE OR LESS.

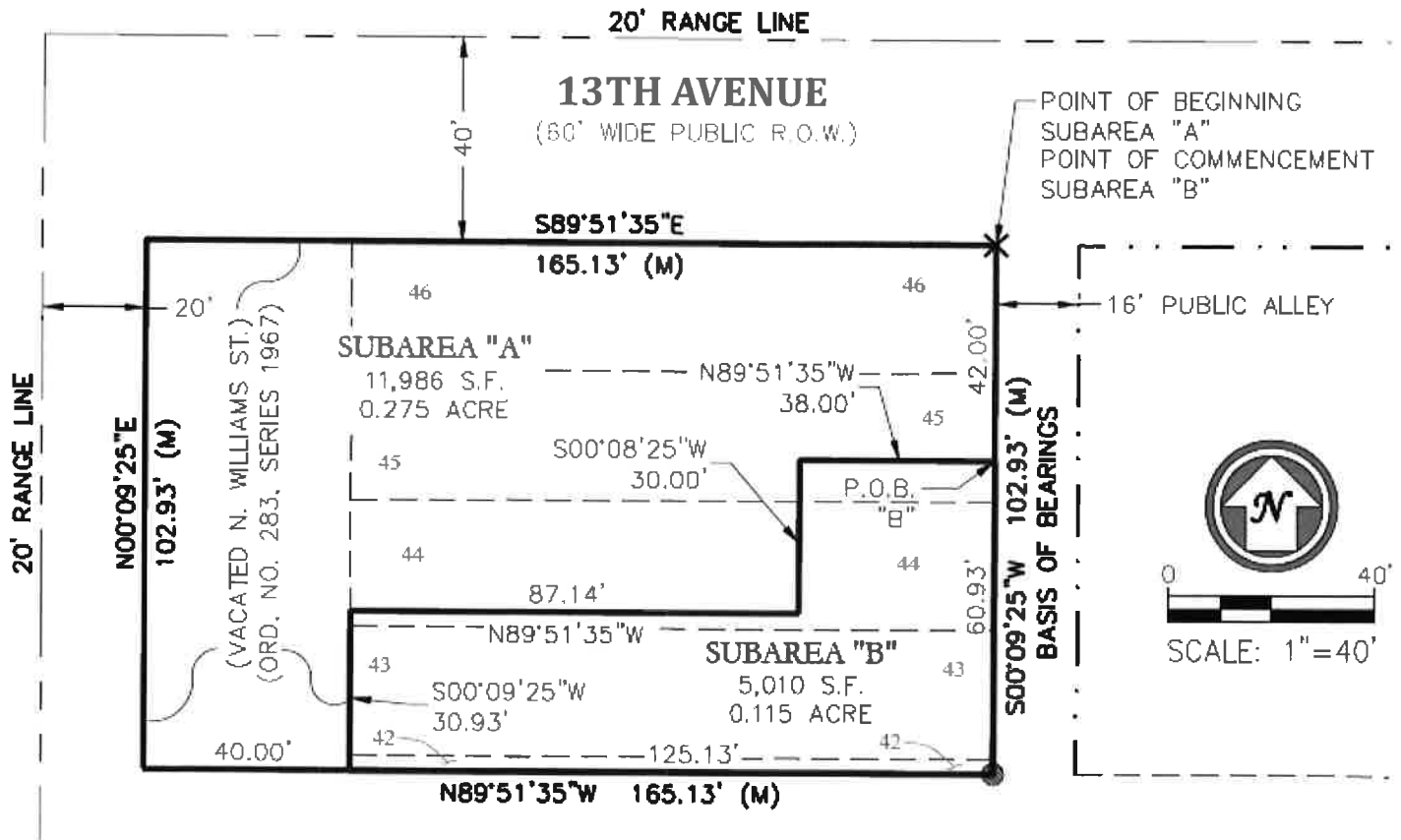


Figure 1-1. Subareas Established within PUD-G 23

## **SECTION 1.2 PUD-G 23 GENERAL PURPOSE**

The general intent of PUD-G 23 is to follow the General Urban Neighborhood Context intent and the G-MU-3 zone district with the exception to allow additional commercial uses and two primary structures on a zone lot.

## **SECTION 1.3 PUD-G 23 SPECIFIC INTENT**

More specifically, PUD-G 23 is intended to:

- 1.3.1 Allow the continued preservation and use of the Tears-McFarlane House through broadening the range of allowed uses on the property.
- 1.3.2 Facilitate the upkeep of the Tears-McFarlane House through increasing the allowed size and uses of structures built on the property.
- 1.3.3 Allow for flexibility to encourage ongoing use of the subject property consistent with the existing development on the property and the previously approved regulations.
- 1.3.4 Allow for active community-serving space and amenities to benefit the neighborhood and broader community.
- 1.3.5 Ensure any new structure constructed on the zone lot is subordinate to the Tears-McFarlane House and in keeping with the historic character of the property.

## **SECTION 1.4 LANDMARK DESIGNATION**

The Tears McFarlane House, a Georgian style dwelling, was designed and constructed by Frederick Sterner in 1898 for Daniel W. Tears. Tears was Associate Counsel for New York Central Railroad. The house was purchased by Ida Kruse McFarlane in 1937. The building was designated in 1972 as a Denver Landmark under criteria A. History and B. Architecture.

- 1.4.1 The building and property are subject to Denver Revised Municipal Code (DRMC) Chapter 30, Landmark Preservation.
- 1.4.2 Review under DRMC Chapter 30 is separate from and in addition to zoning review.

## **CHAPTER 2. NEIGHBORHOOD CONTEXT DESCRIPTION**

### **SECTION 2.1 GENERAL URBAN CONTEXT DESCRIPTION**

All development in PUD-G 23 shall conform to the Denver Zoning Code Division 6.1, General Urban Context Description, as amended from time to time, except as modified in this PUD-G 23.

## **CHAPTER 3. DISTRICTS**

### **SECTION 3.1 G-MU-3 DISTRICT**

All development of this PUD-G 23 shall conform to the Denver Zoning Code, Section 6.2, Districts, as specifically applicable to the G-MU-3 Zone District, as amended from time to time, except as expressly modified in this PUD-G 23.

## CHAPTER 4. DESIGN STANDARDS

### 4.1.1 General Intent

Section 6.3.1 General Intent of the Denver Zoning Code, as amended from time to time, shall apply to this PUD-G 23.

### 4.1.2 Building Form Intent

Section 6.3.2 Building Form Intent of the Denver Zoning Code, as amended from time to time, shall apply to this PUD-G 23.

### 4.1.3 Zone Lot

This PUD-G 23 shall be treated as one zone lot and shall not be divided into two or more zone lots.

### 4.1.4 Subarea A Primary Building Form Standards

#### A. Applicability

All development within Subarea A as defined in Section 1.1.1.A of this PUD-G 23.

#### B. Number of primary structures allowed

There shall be one primary structure allowed within Subarea A of this PUD-G 23. The structure may extend into Subarea B, in which case there shall be one primary structure allowed on the zone lot.

#### C. Building forms allowed

Primary structures shall comply with the Urban House building form standards for G-MU-3 zone districts described in section 6.3.3.4.A of the Denver Zoning Code, as amended from time to time, except as expressly modified in this PUD-G 23.

#### D. Specific standards as follows:

Except as modified in the following table, the standards for the G-MU-3 zone district stated in DZC Article 6 shall apply.

### 4.1.5 Subarea B Primary Building Form Standards

#### A. Applicability

All development within Subarea B as defined in Section 1.1.1.B of this PUD-G 23.

#### B. Number of primary structures allowed

There shall be one primary structure allowed within Subarea B of this PUD-G 23. The structure may extend into Subarea A, in which case there shall be one primary structure allowed on the zone lot.

#### C. Building forms allowed

Primary structures shall comply with the Urban House building form standards for G-MU-3 zone districts described in section 6.3.3.4.A of the Denver Zoning Code, as amended from time to time, except as expressly modified in this PUD-G 23.

#### D. Specific standards as follows:

Except as modified in the following table, the standards for the G-MU-3 zone district stated in DZC Article 6 shall apply.

## PRIMARY STRUCTURES - URBAN HOUSE BUILDING FORM STANDARDS

HEIGHT	Subarea A	Subarea B
Stories (max)	**	1
Feet (max)	45'	20'
Stories, front 80% / rear 20% of zone lot depth (max)	**	**
Feet, front 80% / rear 20% of zone lot depth (max)	**	**
Side Wall Height, for Pitched Roof, within 15' of Side Interior and Side Street (max)	**	**
Upper Story Setback, for Low-slope Roof, Above 25', Side Interior and Side Street (min)	**	**
SITING	Subarea A	Subarea B
ZONE LOT		
Zone Lot Size (min)	**	**
Zone Lot Width (min)	**	**
Primary Street, block sensitive setback required	**	na
SETBACKS AND BUILDING COVERAGE BY ZONE LOT WIDTH	Subarea A	Subarea B
Primary Street, where block sensitive setback does not apply (min)	**	10'
Side Street (min)	**	1'
Side Interior (min)	**	1'
Rear, alley/no alley	**	1'/1"
Building Coverage per Zone Lot, including all accessory structures (max)	**	3,500 ft <sup>2</sup> within the subarea
PARKING BY ZONE LOT WIDTH		
Parking and Drive Lot Coverage in Primary Street Setback/Overall (max)	**	**
Vehicle Access	**	**
DETACHED ACCESSORY STRUCTURES	**	**
DESIGN ELEMENTS	Subarea A	Subarea B
BUILDING CONFIGURATION		
Attached Garage Allowed	**	**
Primary Street Facing Attached Garage Door Width in first 50% of lot depth(max)	**	**
STREET LEVEL ACTIVATION		
Pedestrian Access, Primary Street	na	na
USES	All uses allowed in this PUD-G 23 shall be allowed in the Urban House form in Subareas A and B	

\*\* See G-MU-3 zone district standards as applied to the Urban House form in Article 6 of the Denver Zoning Code. Standards added to the Urban House form of the G-MU-3 zone district of the Denver Zoning Code after the adoption of this PUD-G 23 shall apply to this PUD-G 23 unless the standards conflict with the standards modified in the table above. Standards not modified by this PUD-G 23 may be varied following the procedures of the Denver Zoning Code. Standards shall be measured to the zone lot lines, not the subarea boundary lines.

## CHAPTER 5. USES AND REQUIRED MINIMUM PARKING

### SECTION 5.1 USES

- 5.1.1 This PUD-G 23 shall follow the G-MU-3 UO-3 Zone District of the Denver Zoning Code, as amended from time to time, to establish the primary, accessory, and temporary land uses allowed, including all applicable limitations and required zoning procedures, with the following exceptions, additions, and modifications:
- A. “Arts, Recreation and Entertainment Services, Indoor”, as defined in Article 11 of the Denver Zoning Code, shall be a Permitted Use with Limitations and require a Zoning Permit (L-ZP). Limitations in DZC Article 11 shall apply, as modified in Section 6.4 of this PUD-G 23.
  - B. “Arts, Recreation and Entertainment Services, Outdoor\*”, as defined in Article 11 of the Denver Zoning Code, shall be a Permitted Use with Limitations and require a Zoning Permit (L-ZP). Limitations in DZC Article 11 shall apply.
  - C. “Eating & Drinking Establishments”, as defined in Article 11 of the Denver Zoning Code, shall be a Permitted Use with Limitations and require a Zoning Permit (L-ZP). Limitations in DZC Article 11 shall apply, as modified in Section 6.4 of this PUD-G 23.
  - D. “Dental / Medical Office or Clinic”, as defined in Article 11 of the Denver Zoning Code, shall be a Permitted Use with Limitations and require a Zoning Permit (L-ZP). The Applicable Use Limitations - Office and Art Studio Uses of the Historic Structure Use Overlay District (UO-3) shall apply, as modified in Section 6.2 of this PUD-G 23. Limitations in DZC Article 11 shall apply, as modified in Section 6.4 of this PUD-G 23.
  - E. “Food Sales or Market”, as defined in Article 11 of the Denver Zoning Code, shall be a Permitted Use with Limitations and require a Zoning Permit (L-ZP). Limitations in DZC Article 11 shall apply, as modified in Section 6.4 of this PUD-G 23.
  - F. “Retail Sales, Service & Repair, All Others”, as defined in Article 11 of the Denver Zoning Code, shall be a Permitted Use with Limitations and require a Zoning Permit (L-ZP). Limitations in DZC Article 11 shall apply, as modified in Section 6.4 of this PUD-G 23.
  - G. “Outdoor Eating and Serving Area Accessory to Eating/Drinking Establishment Use\*”, as defined in Article 11 of the Denver Zoning Code, shall be a Permitted Accessory Use with Limitations and require a Zoning Permit (L-ZP). Limitations in DZC Article 11 shall apply.
  - H. “Outdoor Entertainment Accessory to an Eating/Drinking Establishment Use\*”, as defined in Article 11 of the Denver Zoning Code, shall be a Permitted Accessory Use with Limitations and require a Zoning Permit (L-ZP). Limitations in DZC Article 11 shall apply.
  - I. “Outdoor Retail Sale and Display\*”, as defined in Article 11 of the Denver Zoning Code, shall be a Permitted Accessory Use with Limitations and require a Zoning Permit (L-ZP). Limitations in DZC Article 11 shall apply.
  - J. “Outdoor Retail Sales\*”, as defined in Article 11 of the Denver Zoning Code, shall be a Permitted Temporary Use with Limitations and require a Zoning Permit (L-ZP). Limitations in DZC Article 11 shall apply, as modified in Section 6.4 of this PUD-G 23.
  - K. “Outdoor Sales, Seasonal\*”, as defined in Article 11 of the Denver Zoning Code, shall be a Permitted Temporary Use with Limitations and require a Zoning Permit (L-ZP). Limitations in DZC Article 11 shall apply, as modified in Section 6.4 of this PUD-G 23.

## **SECTION 5.2 REQUIRED MINIMUM PARKING**

- 5.2.1 This PUD-G 23 shall require a minimum of 9 vehicle parking spaces to be provided on the property for any and all land uses occurring within the PUD.
- 5.2.2 This PUD-G 23 shall follow the G-MU-3 UO-3 Zone District of the Denver Zoning Code, as amended from time to time, to establish required minimum bicycle parking for each allowed use.



## CHAPTER 6. ADDITIONAL STANDARDS

### SECTION 6.1 ARTICLE 1 OF THE DENVER ZONING CODE

#### 6.1.1 Applicability

Development in this PUD-G 23 shall conform to Article 1, General Provisions of the Denver Zoning Code, as amended from time to time, with the following exception:

##### A. Number of Uses and Structures Allowed Per Zone Lot

There shall be no limit to the number of primary uses per zone lot within this PUD-G 23. There shall be two primary structures per zone lot permitted within this PUD-G 23.

### SECTION 6.2 ARTICLE 9 OF THE DENVER ZONING CODE

#### 6.2.1 Applicability

Development in this PUD-G 23 shall conform to Article 9, Special Contexts and Districts of the Denver Zoning Code, as amended from time to time, with the following exceptions:

##### A. Historic Structure Use Overlay (UO-3)

The Applicable Use Limitations - Office and Art Studio Uses and Applicable Use Limitations - Bed and Breakfast Lodging shall apply to this PUD-G 23 with the following exceptions:

1. Dental/Medical Office or Clinic uses shall be subject to the Applicable Use Limitations - Office and Art Studio Uses.
2. Office and Art Studio uses, including Dental/Medical Office or Clinic uses, shall comply with the required minimum parking standards in Section 5.2 of this PUD-G 23.
3. Office and Art Studio uses, including Dental/Medical Office or Clinic uses, shall comply with the sign standards in Section 6.3 of this PUD-G 23.
4. Bed and Breakfast Lodging uses shall comply with the required minimum parking standards in Section 5.2 of this PUD-G 23.
5. Bed and Breakfast Lodging uses shall comply with the sign standards in Section 6.3 of this PUD-G 23.

##### B. Amendments to Approved PUD District Plans

This PUD District Plan may be amended by subarea, platted lots, or metes and bounds parcels, as allowed in Denver Zoning Code, Section 9.6.1.4, Amendments to Approved PUD District Plans.

### SECTION 6.3 ARTICLE 10 OF THE DENVER ZONING CODE

#### 6.3.1 Applicability

Development in this PUD-G 23 shall conform to Article 10, General Design Standards of the Denver Zoning Code, as amended from time to time, with the following exceptions:

##### A. Sign Standards

The sign standards stated in DZC Article 10 that apply to the G-RX-3 zone district shall apply to this PUD-G 23 for any and all uses occurring within the PUD, with the following modifications:

1. The maximum number of permanent signs allowed shall be calculated and applied separately per subarea of this PUD-G 23.
2. The maximum number of joint identification signs allowed shall be one per subarea of this PUD-G 23.

3. All signs must comply with applicable Landmark requirements, including the Design Guidelines for Landmark Structures and Districts as amended from time to time.

**B. Vehicle Parking Exceptions**

The vehicle parking exceptions stated in DZC Article 10 shall not apply to this PUD-G 23.

## **SECTION 6.4 ARTICLE 11 OF THE DENVER ZONING CODE**

### **6.4.1 Applicability**

Development in this PUD-G 23 shall conform to Article 11, Use Limitations and Definitions of the Denver Zoning Code, as specifically applicable to the G-MU-3 Zone District, as amended from time to time, with the following exceptions:

**A. Arts, Recreation and Entertainment Services, Indoor**

The use limitations stated in DZC Article 11 for the Arts, Recreation and Entertainment Services, Indoor primary use that apply to the G-RO zone districts shall apply to this PUD-G 23.

**B. Eating & Drinking Establishments**

The use limitations stated in DZC Article 11 for the Eating & Drinking Establishments, All Types primary use that apply to the MX-2x zone districts shall apply to this PUD-G 23.

**C. Dental/Medical Office or Clinic**

The use limitations stated in DZC Article 11 for the Dental/Medical Office or Clinic primary use that apply to the G-RO zone districts shall apply to this PUD-G 23.

**D. Food Sales or Market**

The use limitations stated in DZC Article 11 for the Food Sales or Market primary use that apply to the RX zone districts shall apply to this PUD-G 23.

**E. Retail Sales, Service & Repair**

The use limitations stated in DZC Article 11 for the Retail Sales, Service & Repair, All Types primary use that apply to the MX-2x zone districts shall apply to this PUD-G 23.

**F. Outdoor Retail Sales**

The use limitations stated in DZC Article 11 for the Outdoor Retail Sales temporary use that apply to Mixed Use Commercial zone districts shall apply to this PUD-G 23.

**G. Outdoor Sales, Seasonal**

The use limitations stated in DZC Article 11 for the Outdoor Sales, Seasonal temporary use that apply to the RX zone districts shall apply to this PUD-G 23.

**H. Retail Food Establishment, Mobile**

The use limitations stated in DZC Article 11 for the Retail Food Establishment, Mobile temporary use that apply to Mixed Use Commercial zone districts shall apply to this PUD-G 23.

## **SECTION 6.5 ARTICLE 12 OF THE DENVER ZONING CODE**

### **6.5.1 Applicability**

Development in this PUD-G 23 shall conform to Article 12, Procedures and Enforcement of the Denver Zoning Code, as amended from time to time, with the following exceptions:

**A. Site Development Plan and Multiple Ownerships**

In the case of multiple owners (groups or individuals) within this PUD-G 23:

1. Any one owner may obtain zoning permit(s) consistent with the approved site development plan without the consent of the other owner(s).
2. Under DZC Section 12.3.7, amendments to the approved site development plan shall require consent from all owner(s), including owner signatures on the amended site development plan.

3. Under DZC Section 12.3.7, modifications to the site development plan initiated by one owner do not require the consent of the other owner(s).

## **SECTION 6.6 ARTICLE 13 OF THE DENVER ZONING CODE**

### **6.6.1 Applicability**

Development in the PUD-G 23 shall conform to Article 13, Rules of Measurement and Definitions, of the Denver Zoning Code, as amended from time to time, with the following exceptions:

**A. Primary Street Zone Lot Line Designation**

The north zone lot line abutting 13th Avenue shall be the primary street zone lot line.

**B. Rear Zone Lot Line Designation**

The south zone lot line abutting Cheesman Park shall be the rear zone lot line.

**C. Side Interior Zone Lot Line Designation**

The east and west zone lot lines shall be side interior zone lot lines.

## **CHAPTER 7. RULES OF INTERPRETATION**

Subject to Chapter 8 of this PUD-G 23, whenever a section of the Denver Zoning Code is referred to in this PUD-G 23, that reference shall extend and apply to the section referred to as subsequently amended, recodified, or renumbered; provided, however, if a section of the Denver Zoning Code, as subsequently amended, recodified, or renumbered conflicts with a provision of this PUD-G 23, this PUD-G 23 shall control.

## **CHAPTER 8. VESTED RIGHTS**

This PUD-G 23 shall be established in accordance with Denver Zoning Code sections 9.6.1.2.C, Vested Rights, and 9.6.1.5, Vested Rights, and vested property rights shall be created 90 days after the effective date of the ordinance approving this PUD-G 23. The property rights vested through approval of this PUD-G 23 shall remain vested for a period of 3 years and shall include the right to commence and complete development of and the right to use the site in accordance with the intent, standards, and uses set forth in the Denver Zoning Code, as amended from time to time, except as expressly modified by this PUD-G 23.

**EXHIBIT C**

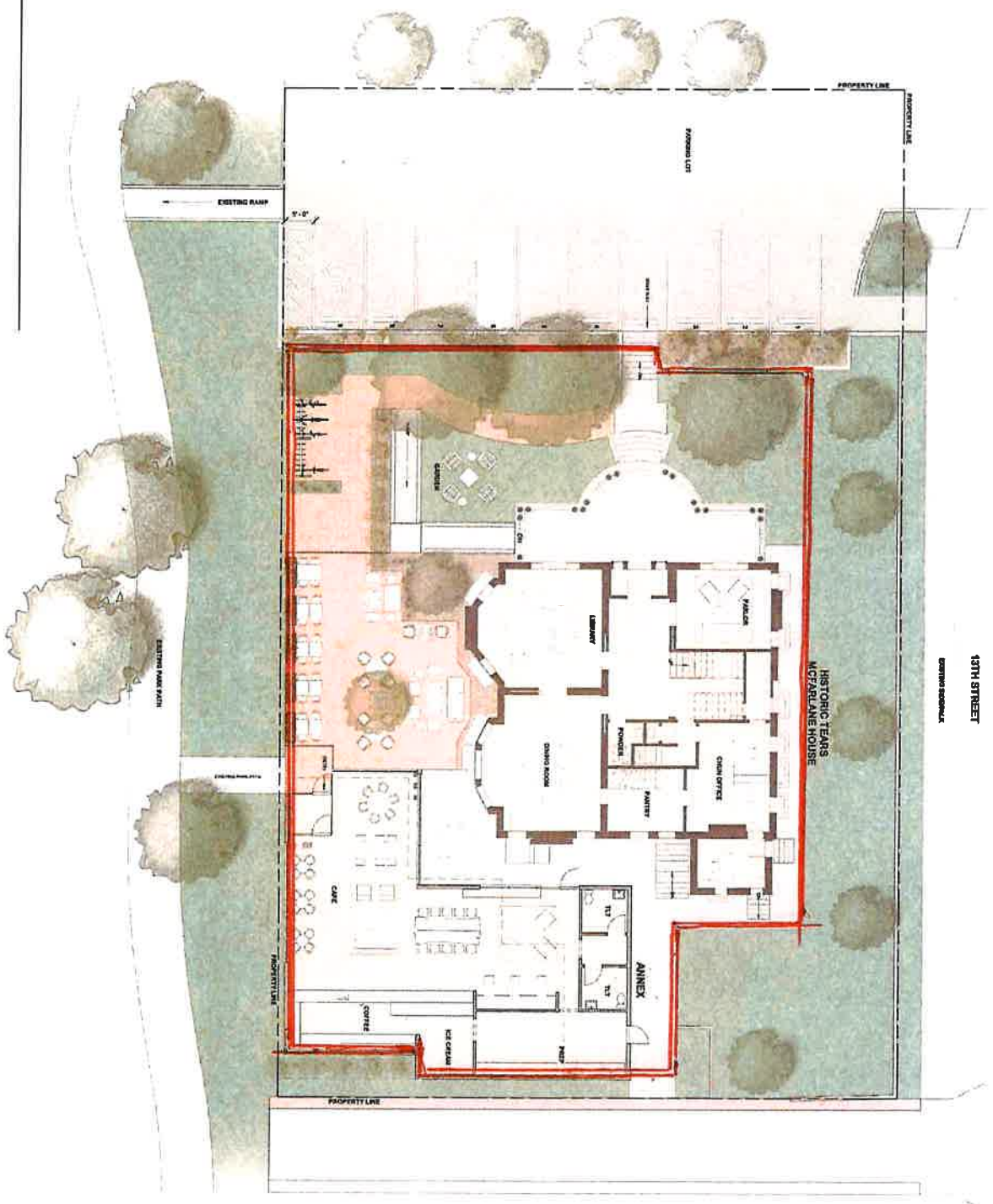
**FLOOR PLAN/SITE PLAN**

**TEARS MCFARLANE HOUSE  
1290 WILLIAMS STREET**

**FLOOR PLAN / SITE PLAN**

**TEARS MCFARLANE HOUSE  
2019 RENOVATION & ADDITION**

NOTE: THIS PRELIMINARY CONCEPTUAL RENDERING IS FOR DISCUSSION PURPOSES ONLY AND IS SUBJECT TO CHANGE



13TH STREET

EXISTING SIDEWALK

HISTORIC TEARS  
MCFARLANE HOUSE

LIBRARY

OPEN OFFICE

DINING ROOM

KITCHEN

LIVING ROOM

HALLWAY

BEDROOM

BEDROOM

BEDROOM

BEDROOM

**EXHIBIT D**

**INITIAL LIST OF PRODUCTS AND SERVICES**

**TEARS MCFARLANE CAFE  
1290 WILLIAMS STREET**

# Tears-Mcfarlane Café

WORKING NAME  
DRAFT MENU

## COFFEE HOUSE CLASSICS

---

	12oz	16oz	20oz
BREWED COFFEE	2.20	// 2.50	// 2.95
CAFE AU LAIT	3.20	// 3.50	// 3.70
ESPRESSO	3.35	// 3.85	// 4.35
CAPPUCCINO	3.35	// 3.85	// 4.35
BREWED TEA	2.45	// 2.45	// 3.25
HOT CHOCOLATE	3.15	// 3.65	// 4.25
CORTADO	3.25		

## HOT OR ICED FAVORITES

---

	12oz	16oz	20oz
AMERICANO	2.85	// 2.85	// 4.35
LATTE	3.35	// 3.85	// 3.70
CARAMEL LATTE	4.25	// 4.75	// 5.25
VANILLA LATTE	3.95	// 4.45	// 4.95
MOCHA	3.95	// 4.45	// 4.95
CHAI LATTE	3.65	// 4.45	// 4.95

## BLENDED OR ON TAP

---

	12oz	16oz	20oz
NITRO COLD BREW	3.95	// 4.45	// 4.95
BLENDED CARAMEL COLD BREW	4.45	// 4.95	// 5.45
COLD BREW LATTE	4.25	// 4.75	// 5.45
UPSTART LEMON GINGER KOMBUCHA	5.50		

## SEASONAL SPECIALTIES

---

	12oz	16oz	20oz
LAVENDER VANILLA LATTE	2.85	// 2.85	// 4.35
BLACKBERRY HONEY ICED LATTE	3.35	// 3.85	// 3.70
CINNAFOAM COLD BREW	4.25	// 4.75	// 5.25
BLENDED BLOOD ORANGE MOCHA	3.95	// 4.45	// 4.95
COCONUT MILK MATCHA LATTE	3.95	// 4.45	// 4.95

## EXTRAS

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shot (1.00)    syrup\* (.75)    alt milk (soy, oat, almond or coconut) (1.00)

### \*SYRUPS

POMEGRANAT • STRAWBERRY • MANGO • ALMOND • PINEAPPLE  
HAZELNUT • LEMON • CHERRY • PEACH • PEPPERMINT

## BREAKFAST

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<b>BREAKFAST BURRITO</b>	<b>8.50</b>
<i>farm fresh eggs, cheddar, salsa, corn, black beans, sweet potatoes, with or without Happy Hog Farm breakfast sausage</i>	
<b>BACON BREAKFAST SANDWICH</b>	<b>8</b>
<i>two farm fresh eggs and cheddar on a home-made English muffin with bacon</i>	
<b>HAM BREAKFAST SANDWICH</b>	<b>8</b>
<i>two farm fresh eggs and cheddar on a home-made English muffin with ham</i>	
<b>SPINACH BREAKFAST SANDWICH</b>	<b>8</b>
<i>two farm fresh eggs &amp; cheddar on a home-made English muffin with spinach &amp; sunflower sprouts</i>	
<b>THE DAY MAKER SANDWICH</b>	<b>10</b>
<i>two farm fresh eggs, white cheddar, Happy Hog breakfast sausage, house-made pepper jam, organic arugula on a home-made English muffin</i>	
<b>EGGS &amp; BACON</b>	<b>10</b>
<i>two farm fresh eggs any style, 3 strips of bacon &amp; a slice of sourdough toast</i>	
<b>BAGEL &amp; LOX</b>	<b>8</b>
<i>house-made bagel &amp; house-made lox, cream cheese, capers, red onion, organic greens</i>	
<b>BAGEL &amp; CREAM CHEESE</b>	<b>8</b>
<i>house-made bagel &amp; house-made lox, cream cheese, capers, red onion, organic greens</i>	
<b>GRANOLA AND YOGURT</b>	<b>10</b>
<i>oats, cranberries, currants, almonds, pecans, millet, flax, coconut, vanilla, ginger, sesame seeds served with house-made plain yogurt</i>	

## BAKERY & DESSERTS

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*Our small batch artisan bakers prepare the following pastries and desserts daily.  
Give us a call to find out what we have today, and place your order!*

<b>CROISSANT</b>	3.75	<b>SLICE OF CAKE</b>	4
<b>HAM &amp; CHEESE CROISSANT</b>	4.75	<b>WHOLE CAKE - 10"</b>	6
<b>CHOCOLATE CROISSANT</b>	4.25	<i>chocolate, vanilla, carrot, gluten free</i>	
<b>ALMOND CROISSANT</b>	4.25	<b>WHOLE CAKE - 6"</b>	38
<b>SCONE</b>	3	<i>chocolate, vanilla, carrot, gluten free</i>	
<b>BLUEBERRY MUFFIN</b>	3.75	<b>CHEESECAKE</b>	4.50
<b>CINNAMON ROLL</b>	4.25	<i>by the slice</i>	
<b>CUPCAKE</b>	3.50	<b>10" CHEESECAKES</b>	60
<i>flavors vary daily</i>		<b>PIE</b>	4
<b>CARROT CAKE SLICE</b>	4.50	<i>by the slice</i>	
<i>buttermilk glaze</i>		<b>WHOLE PIES</b>	25
<b>COOKIES</b>	2.50	<b>SMALL FRUIT TART</b>	5
<i>chocolate chip, oatmeal flax, ginger molasses, gluten-free chocolate chip, chocolate chip &amp; cherries &amp; pecans</i>		<b>LARGE FRUIT TART</b>	6.50
<b>BAGELS</b>	12	<b>BREAD PUDDING</b>	4.50
<i>plain with salt (half dozen)</i>		<b>TRIFLE</b>	4.50
<b>ENGLISH MUFFINS</b>	10	<i>flavors vary daily</i>	
<i>(half dozen)</i>		<b>ASSORTED ICE CREAM</b>	3
<b>SOURDOUGH LOAF</b>	7.50	<i>flavors vary daily</i>	
<b>WHEAT &amp; SEED LOAF</b>	8	<b>SHERBETS</b>	3



## LUNCH & DINNER

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<b>SHISHITOS</b> <i>sharable - fried with spicy honey, maledon sea salt (v, gf)</i>	8
<b>PICK &amp; CHAT TRAY</b> <i>sharable - local cow &amp; sheep cheese, dried pears, dried cranberries, cornichons, nuts, salumi, brown rice crackers + add a half bottle of Sutcliffe Vineyards White Blend for \$14</i>	10
<b>HOUSE-MADE CHIPS OR FRIES</b> <i>two farm fresh eggs and cheddar on a home-made English muffin with ham</i>	3
<b>HOUSE ROASTED TURKEY</b> <i>house-made rhubarb jam, brie, apples, arugula, balsamic vinaigrette, ciabatta, chips</i>	12
<b>TUNA SALAD SANDWICH</b> <i>sharp cheddar, icebox pickles, greens, lemon dill aioli, wheat bread, chips</i>	10
<b>CHICKEN SALAD WRAP</b> <i>grapes, almonds, celery, greens, chips</i>	10
<b>B&amp;B BURGER</b> <i>Stubborn Farm &amp; Burk Beef free-range organic ground beef, white cheddar, pickles, special sauce, house-made brioche bun, fries + add a fried egg \$2</i>	17
<b>FRIED GREEN TOMATO BURGER</b> <i>pickled onion, arugula, roasted tomato aioli, brioche bun, fries</i>	15
<b>GRILLED CHICKEN &amp; BACON</b> <i>avocado, pickled jalapenos, red onion, greens, chili lime aioli, greens, ciabatta, chips</i>	13
<b>JUAN'S CHEESE STEAK</b> <i>poblano, red pepper, onion, white cheddar, chili lime aioli, ciabatta, fries</i>	13
<b>CRISPY CHICKEN SALAD</b> <i>arugula, chicken, parmesan, lemon dressing</i>	15
<b>MAPLE SALMON SALAD</b> <i>spinach, crispy quinoa, sunflower seeds, pear, champagne vinaigrette (gf)</i>	17
<b>SOUP OF THE DAY</b> <i>cup/bowl/quart + take a look or give a call about our freezer full of soup options!</i>	5 / 7 / 12

## DRAFT BEERS

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LEFT HAND BREWING CO. 'FLAMINGO DREAMS' BERRY BLONDE ALE NITRO <i>Longmont, CO 4.7% ABV</i>	7
EPIC BREWING CO. 'SON OF A BAPTIST' IMPERIAL COFFEE STOUT NITRO <i>Denver, CO 8.0% ABV</i>	7
TELLURIDE BREWING CO. 'MOUNTAIN BEER' KOLSCH <i>Telluride, CO 5.2% ABV</i>	6
PROST BREWING PILSNER <i>Denver, CO 4.6% ABV</i>	6
WIBBY BREWING 'LIGHTSHINE' HELLES STYLE LAGER <i>Longmont, CO 5.5% ABV</i>	5
RIVER NORTH BREWERY WHITE ALE <i>Denver, CO 5.0% ABV</i>	6
DENVER BEER CO. 'PRINCESS YUM YUM' RASPBERRY KOLSCH <i>Denver, CO 4.8% ABV</i>	6
GREAT DIVIDE BREWING CO. DENVER PALE ALE <i>Denver, CO 5.0% ABV</i>	6
ODELL BREWING CO. IPA <i>Fort Collins, CO 7.0% ABV</i>	6

## RED WINES

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'16 DOMAINE DE BOISSAN <i>rhône valley, fra</i>	14
'16 PEGASO VIÑAS VIEJAS <i>zeta vino de garnacha sierra de gredos castilla y león, esp</i>	16
'14 MATANZAS CREEK <i>merlot, sanoma county, california, usa</i>	16
'16 COLOME, MALBEC <i>salta, argentina</i>	14

## WHITE & SPARKLING WINES

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'16 TERLATO PINOT GRIGIO <i>friuli, italy</i>	12
'17 SAINT CLAIR SAUVIGNON BLANC <i>marlborough, new zealand</i>	14
'17 SONOMA CUTRER ROSÉ <i>sonoma coast, california, usa</i>	12
'16 PATZ & HALL CHARDONNAY <i>columbia valley, washington, usa</i>	15
'18 FRANCIS COPPOLA BRUT ROSÉ <i>monterey, california, usa</i>	13
'NV VEUVE CLICQUOT, BRUT <i>champagne, fra</i>	20

## MANSION COCKTAILS

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OLD FRIEND <i>eagle rare 10 year bourbon, benedictine, cynar</i>	7
BACK TO BLACK <i>old forester single barrel bourbon, averna, creme de cacao, mole bitters</i>	7
SINGAPORE SLING <i>tanqueray gin, benedictine, cherry heering, fresh lime</i>	11
SPICED PEAR GINGER COLLIN <i>ketel one vodka, st. george spiced pear, new deal ginger, fresh lemon, honey, q club soda</i>	6
TMH 50:50 GIN MARTINI <i>tanqueray 10 gin, lillet blanc, orange bitters, lemon zest</i>	5
THE MANSION OLD FASHIONED <i>bulleit straight bourbon, demerara, strongwater orange &amp; angostura bitters</i>	6
BROWN DERBY <i>old forester bourbon, fresh grapefruit, honey</i>	6
ELIT GIMLET <i>stoli elit vodka, lime oleo saccharum, fresh lime juice</i>	6
MAI TAI* <i>rhum clement vsop, smith &amp; cross, pierre ferrand dry curacao, fresh lime, orgeat</i>	6