



## Zone Map Amendment (Rezoning) - Application

<b>PROPERTY OWNER INFORMATION*</b>		<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***		<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION <input type="checkbox"/> CHECK IF POINT OF CONTACT FOR FEE PAYMENT***	
Property Owner Name	ACM High Point VI C LLC	Representative Name	Brian J. Connolly
Address	4100 E. Mississippi Ave., Ste. 500	Address	950 17th St., Ste. 1600
City, State, Zip	Glendale, CO 80246	City, State, Zip	Denver, CO 80202
Telephone	303-984-9800	Telephone	303-575-7589
Email	aklein@westsideinv.com	Email	bconnolly@ottenjohnson.com
<p>*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.</p>		<p>**Property owner shall provide a written letter authorizing the representative to act on his/her behalf.</p> <p>***If contact for fee payment is other than above, please provide contact name and contact information on an attachment.</p>	
<b>SUBJECT PROPERTY INFORMATION</b>			
Location (address):	6972 North Argonne Street, 19300 East 72nd Avenue		
Assessor's Parcel Numbers:	0003100066000, 0003100016000, 0003100015000, 0003100014000		
Area in Acres or Square Feet:	149.6 acres		
Current Zone District(s):	C-MU-10 (Fmr. Ch. 59) w/ waivers, AIO; C-MU-30 (Fmr. Ch. 59) w/waivers, UO-1, AIO; and C-MU-30 (Fmr. Ch. 59) w/waivers & conditions, UO-1, AIO)		
<b>PROPOSAL</b>			
Proposed Zone District:	I-MX-8 w/waiver, UO-1, AI-O; I-MX-8 w/waiver, AI-O		
<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> <u>3/12/21</u> <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> <u>See attached</u> <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> <p>See attached</p>
<p>General Review Criteria: DZC Sec. 12.4.10.7. B &amp; C</p> <p>Check boxes to the right to affirm <b>and</b> include a section in the review criteria for Public Health, Safety and General Welfare narrative attachment.</p>	<p><input type="checkbox"/> <b>Uniformity of District Regulations and Restrictions: The proposed official map amendment results in regulations and restrictions that are uniform for each kind of building throughout each district having the same classification and bearing the same symbol or designation on the official map, but the regulations in one district may differ from those in other districts.</b></p> <p><input type="checkbox"/> <b>Public Health, Safety and General Welfare: The proposed official map amendment furthers the public health, safety, and general welfare of the City.</b></p> <p>In the review criteria narrative attachment, please provide an additional section describing <b>how</b> the requested rezoning furthers the public health, safety and general welfare of the City.</p>
<p>Review Criteria for Non-Legislative Rezoning: DZC Sec. 12.4.10.8</p> <p>For Justifying Circumstances, check box and include a section in the review criteria narrative attachment.</p> <p>For Neighborhood Context, Purpose and Intent, check box <b>and</b> include a section in the review criteria narrative attachment.</p>	<p><b>Justifying Circumstances - One of the following circumstances exists:</b></p> <p><input type="checkbox"/> The existing zoning of the land was the result of an error;</p> <p><input type="checkbox"/> The existing zoning of the land was based on a mistake of fact;</p> <p><input type="checkbox"/> The existing zoning of the land failed to take into account the constraints of development created by the natural characteristics of the land, including, but not limited to , steep slopes, floodplain, unstable soils, and inadequate drainage;</p> <p><input type="checkbox"/> Since the date of the approval of the existing Zone District, there has been a change to such a degree that the proposed rezoning is in the public interest. Such change may include:</p> <p style="padding-left: 20px;">a. Changed or changing conditions in a particular area, or in the city generally; or,</p> <p style="padding-left: 20px;">b. A City adopted plan; or</p> <p style="padding-left: 20px;">c. That the City adopted the Denver Zoning Code and the property retained Former Chapter 59 zoning.</p> <p><input type="checkbox"/> It is in the public interest to encourage a departure from the existing zoning through application of supplemental zoning regulations that are consistent with the intent and purpose of, and meet the specific criteria stated in, Article 9, Division 9.4 (overlay Zone Districts) of this Code.</p> <p>In the review criteria narrative attachment, please provide an additional section describing the selected justifying circumstance. If the changing conditions circumstance is selected, describe changes since the site was last zoned. Contact your pre-application case manager if you have questions.</p> <p><input type="checkbox"/> <b>The proposed official map amendment is consistent with the description of the applicable neighborhood context, and with the stated purpose and intent of the proposed Zone District.</b></p> <p>In the review criteria narrative attachment, please provide a separate section describing <b>how</b> the rezoning aligns with a) the proposed district neighborhood context description, b) the general purpose statement, and c) the specific intent statement found in the Denver Zoning Code.</p>

**REQUIRED ATTACHMENTS**

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

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

**ADDITIONAL ATTACHMENTS (IF APPLICABLE)**

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

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



# REZONING GUIDE

## 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.

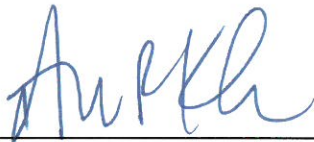
Property Owner Name(s) (please type or print legibly)	Property Address City, State, Zip Phone Email	Property Owner Interest % of the Area of the Zone Lots to Be Rezoned	Please sign below as an indication of your consent to the above certification statement	Date	Indicate the type of ownership documentation 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
ACM High Point VI C LLC	4100 E. Mississippi Ave., Ste. 500 Glendale, CO 80246 303-984-9800 aklein@westsideinv.com	100%	<i>AKL</i>		(C)	YES
						YES
						YES
						YES



6972 North Argonne Street and 19300 East 72nd Avenue, App. #2021I-00016

**Waiver**

1. The undersigned owner of the property hereby waives the provision in DZC 11.5.9.2.A that "A Manufacturing, Fabrication and Assembly - General use on a zone lot greater than 60,000 square feet or operating between 10:00 p.m. and 5:00 a.m. shall be reviewed according to section 12.4.9, Zoning Permit with Special Exception Review". All other development standards, use limitations, and procedures set forth in DZC Articles 10, 11, and 12 as applicable to a Manufacturing, Fabrication and Assembly – General use shall remain in effect.

A handwritten signature in blue ink, appearing to read "AKL", is written above a horizontal line.

Andrew Klein for ACM High Point VI C LLC, Owner

## WAIVER AND CONDITION REQUEST FORM

**Rezoning Case Application No.:** 21I-00016

Applicant Name: ACM High Point VI C LLC

Section 12.4.10.6, Denver Zoning Code, authorizes the City Council to adopt waivers or reasonable conditions to an Official Map Amendment at the request of the applicant, provided the applicant approves such waivers or conditions in writing.

List each requested waiver and/or condition in the following tables. Include a justification for each waiver or condition.

### Waivers

Code Reference	Code Provision	Proposed Alternative	Justification
9.1.5.5; 11.5.9.2.A	I-MX District Specific Standards and Industrial, Manufacturing and Wholesale Primary Use Limitations require that operation of a manufacturing use in the I-MX-8 District between 10:00 p.m. and 5:00 a.m. obtain a zoning permit with special exception review.	The Applicant proposes that the City waive this requirement and approve 24-hour operation of a manufacturing use concurrently with the requested rezoning.	The manufacturing use proposed on the property offers significant economic benefits to the neighborhood and the City. Specifically, it will bring diverse and accessible jobs paying well over the area median income and provide substantial tax revenue. Additionally, as the property is very large and located proximate to the airport and in the DIA influence area, the operation of a 24-hour-per-day light manufacturing facility that will provide few off-site impacts will have limited, if any, impact on other properties or land uses. We anticipate that the forthcoming amendment to the Far Northeast Area Plan will contemplate the use of waivers and conditions to facilitate economically-significant uses of this nature. Finally, because the rezoning is anticipated to be approved concurrently with a GDP Amendment and SDP, ample additional review opportunities exist to place limitations on the use and any off-site impacts.

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**Conditions**

<b>Code Reference</b>	<b>Code Provision</b>	<b>Proposed Alternative</b>	<b>Justification</b>

Once adopted, the waivers and/or conditions cited above shall apply to all successors and assigns, who along with the present owner(s), shall be deemed to have waived all objections as to the constitutionality of these provisions.

**OTTENJOHNSON**  
ROBINSON NEFF + RAGONETTI PC

March 7, 2022

BRIAN J. CONNOLLY  
303 575 7589  
BCONNOLLY@OTTENJOHNSON.COM

**VIA E-MAIL – SCOTT.ROBINSON@DENVERGOV.ORG**

Denver Community Planning & Development  
Attn: Scott Robinson  
201 W. Colfax Ave.  
Denver, CO 80202

Re: High Point – Revised Rezoning Narrative; Application No. 2021I-00016

Dear Scott:

As you are aware, our firm represents PepsiCo, Inc. and its affiliate, Bottling Group, LLC (together, “Pepsi”). Pepsi is the contract purchaser of approximately 148 acres located north of the future intersection of High Point Boulevard and Argonne Street (the “Property”) in the City and County of Denver (the “City”). Pepsi intends to construct on the Property a beverage manufacturing facility, with associated warehousing and office space, that is anticipated to employ roughly 580 people (the “Project”).

The Project has already undergone review through the City’s Large Development Review (“LDR”) process. As identified in the resulting Large Development Framework (“LDF”), the Property must be rezoned from C-MU-10 (Former Chapter 59) and C-MU-30 (Former Chapter 59) to accommodate the Project. For reasons discussed at greater length below, Pepsi requests that the Property be rezoned to the Industrial Mixed Use 8 District (the “I-MX-8 District”), retaining its current Adult Use Overlay District and DIA Influence Area Overlay Zone designations, with a waiver of the requirement of zoning permit with special exception review as is otherwise required to allow 24-hour operation of a manufacturing facility (the “Rezoning”).

On January 14, 2021, we submitted a Rezoning Pre-Application Review Request. On March 12, 2021, we attended a required Pre-Application Review Meeting with Planning Services. On September 20, 2021, we submitted a rezoning application, including the following:

- A project narrative;
- A completed rezoning application;
- A summary of outreach to City Council members;

- A legal description of the subject Property as a separate Word document; and
- Proof of ownership dated within 60 days.

On October 27, 2021, we received comments from the City regarding the application; on December 2, 2021, we submitted a revised project narrative, along with a revised rezoning application and revised legal descriptions and depictions of the Property, in response to those comments. We provide this revised project narrative to incorporate information from the draft Far Northeast Area Plan dated February 24, 2022 (the “Draft FNE Area Plan”).

As described in greater detail below, we request that the City approve this Rezoning because it meets all relevant criteria set forth in the Denver Zoning Code (the “Code”).

### **The Property and Existing Zoning**

The Property presently consists of four separate, undeveloped assessor’s parcels. The Property is currently zoned under the City’s Former Chapter 59 zoning code. Part of the Property is zoned in the Commercial Mixed Use 30 District (the “C-MU-30 District”) with waivers and conditions, and within the Adult Use Overlay District (the “UO-1”); part of the Property is zoned C-MU-30 with waivers, and within the UO-1; and the third part of the Property is zoned in the Commercial Mixed Use 10 District (the “C-MU-10 District”) with waivers. Because of its proximity to Denver International Airport (the “Airport”), all of the Property additionally lies within the Airport Influence Overlay Zone (the “AIO”). Under the AIO, residential uses are prohibited on the Property.

### **The Project**

Among its other facilities in the region, Pepsi presently manufactures beverages at its facility at 3801 Brighton Boulevard (the “Brighton Facility”). The Brighton Facility is over 50 years old and land-constrained, meaning that Pepsi is unable to expand the facility and its workforce, incorporate new technology, and implement elements of sustainable design there. Thus, Pepsi is planning to sell the Brighton Facility and relocate (1) its sales and distribution operations to a new facility on Pecos Drive and (2) its manufacturing and warehousing operations to the planned Project on the Property.

Specifically, as part of the Project, Pepsi plans to construct a roughly 1.1 million square-foot building for beverage manufacturing and warehousing, with a potential second phase involving the construction of a 150,000 to 250,000 square foot fulfillment center. Most of the planned building will be two to three stories tall, with a small part—supporting an automatic storage and retrieval system (the “ASRS”)—up to 110 feet tall. If merited in the next two to three years, the Property could also support a 150,000-250,000 square foot expansion to construct a mixing center.

The Project will allow Pepsi to hire more local employees, advance its technology, and create an international model for a sustainably designed facility in a city that has otherwise lost manufacturing uses in recent years. The Project will offer many benefits to both the Far Northeast Area and the entire City. These benefits include:

- hundreds of jobs and increased employment opportunities for diverse residents;
- support for the development of more services and amenities in the area;

- open space, trail network, and infrastructure development;
- demand and support for RTD’s future station at 72<sup>nd</sup> Avenue and Himalaya Street; and
- increased tax revenue and funding.

### Criteria for Rezoning

Pursuant to the Code, all applications for rezoning must meet all of the “general review criteria” set forth in Section 12.4.10.7, as well as (i) at least one of the “justifying circumstances” of the first group of “additional review criteria” set forth in Section 12.4.10.8.A, and (ii) the additional review standard set forth in Section 12.4.10.8.B. The Rezoning to the I-MX-8 District meets these review criteria as follows:

General Review Criteria: Consistency with Adopted Plans. The proposed Rezoning is consistent with the City’s adopted plans, and the proposed Rezoning is necessary to provide land for a community need that was not anticipated at the time of the adoption of the City’s plan. Code § 12.4.10.7.A.

The City has adopted four major plans that guide the use and development of the Property: *Comprehensive Plan 2040* (the “Comprehensive Plan”), *Blueprint Denver* (“Blueprint”), the *Far Northeast Area Plan* (the “FNE Area Plan”), and the *High Point General Development Plan* (the “High Point GDP”). The Rezoning is largely consistent with each of these plans, as set forth in further detail on **Exhibit A** attached hereto and incorporated herein by reference. Because the City is amending the FNE Area Plan concurrently with review of this Rezoning, this narrative describes the Rezoning’s consistency with the Draft FNE Area Plan.

General Review Criteria: Uniformity of District Regulations and Restrictions. The proposed Rezoning results in the uniform application of zone district building form use and design regulations. The building form and design regulations are appropriate for the site and will be applied uniformly with other I-MX-8 zone districts throughout the City. Code § 12.4.10.7.B.

General Review Criteria: Public Health, Safety, and Welfare. The proposed Rezoning furthers the public health, safety and general welfare of the City. Code § 12.4.10.7.C. In addition to implementing the City’s adopted land use plans, as set forth on **Exhibit A**, it will specifically provide the following:

- Employment Opportunities. By rezoning to the I-MX-8 District, the Property will be able to support important industrial uses that have, in recent years, declined as a share of the City’s overall number of jobs.<sup>1</sup> Light industrial jobs such as those in the manufacturing sector provide higher wages and more benefits than those in sectors such as retail and restaurant. For example, the average annual compensation of an employee at the Project is anticipated to total around \$65,000, plus benefits—over \$10,000 higher than the current average *household* income in the Far Northeast Area. The employment possibilities that the I-MX-8 District allows will thus grant individuals and families in the area greater access to opportunity.
- Transit-Oriented Development. The Property is located along RTD’s A-line and proximate to the future station at 72<sup>nd</sup> Avenue and Himalaya Street. Rezoning to the I-MX-8 District allows

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<sup>1</sup>Data from the Bureau of Labor Statistics, available at <https://www.bls.gov/oes/tables.htm>, show that production occupations in the Denver area constituted 37.1 jobs per 1,000 jobs in 2016, but 33.6 per 1,000 jobs in 2020.

large employers like Pepsi to provide quality jobs accessible by public transportation. Additionally, the Rezoning continues to support other transit-oriented infill development. As such, the Rezoning helps the City reach its climate, health, and safety goals.

Additional Review Criteria: Justifying Circumstances

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. Per Code Section 12.4.10.8.A, such change may include: (a) changed or changing conditions in a particular area, or in the City generally; (b) a City adopted plan; or (c) that the City adopted the Code and the property retained Former Chapter 59 zoning.

The Rezoning satisfies criterion (b) and (c) above. As discussed above, the City is currently amending the FNE Area Plan, and the Property has not been rezoned into the Code since it was adopted in 2010.

**Additional Review Criteria: Consistency with Neighborhood Context Description, Zone District Purpose, and Intent Statements**

The Rezoning will be consistent with the description of the applicable neighborhood context, and with the stated purpose and intent of the proposed zone district. Code § 12.4.10.8.B.

Section 9.1.1 of the Code describes the industrial context as consisting of “areas of light industrial, heavy industrial, and general industrial areas, as well as areas subject to transitions from industrial to mixed-use.” Additionally, it states that the industrial context “includes parts of the city where outdoor uses and activities are accommodated, with appropriate screening,” locates industrial uses “primarily along or in proximity to highway or arterial streets,” and contains buildings with heights that “range from 1-8 stories” and “utilize simple forms to maximize open floor space to accommodate warehousing.” With its location proximate to Highway E-470 and mixed-use areas, and with its ability to house a large manufacturing facility with screened outdoor uses, the Property is ideally suited for the industrial context.

Under Section 9.1.2.1.A of the Code, Industrial mixed-use zone districts are intended to (1) develop in a pedestrian-oriented pattern, with buildings built up to the street and an active street level; (2) provide a transition between mixed use areas and heavier industrial districts; and (3) accommodate a variety of industrial, commercial, civic and residential uses. Code § 9.1.2.1.A. The Rezoning is aligned with each of these purposes. First, projects allowed by the Rezoning will support pedestrian-oriented development, including by facilitating the expansion of multimodal paths. Second, the Property is located near both mixed-use areas, such as those along Tower Road, and the airport, providing a transition akin to that between mixed use and heavier industrial areas. Third, the Rezoning will allow for the accommodation of an important industrial use in addition other forms of development.

**Conclusion**

In summary, the proposed Rezoning meets the criteria set forth in the Code and provides numerous benefits for the City. Thus, we request that the City approve this Rezoning.

Denver Community Planning & Development  
March 7, 2022  
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We look forward to working with you to successfully complete this process

Sincerely,

A handwritten signature in blue ink, appearing to read "Brian J. Connolly".

Brian J. Connolly  
For the Firm

BJC/aah  
Attachments

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## EXHIBIT A

### CONSISTENCY WITH ADOPTED PLANS

#### Adopted Plan Guidance

As discussed below, the Rezoning is consistent with the Comprehensive Plan and Blueprint. It is additionally consistent with the FNE Area Plan and the High Point GDP, as we anticipate that they will be amended.

#### *Comprehensive Plan*

The Comprehensive Plan envisions a city that (1) is equitable, affordable and inclusive; (2) has strong and authentic neighborhoods; (3) has connected, safe and accessible spaces; (4) is economically diverse and vibrant; (5) is environmentally resilient; and (6) is healthy and active. Comprehensive Plan, pp. 18-19. By continuing to support mixed-use infill development and allowing large, reputable employers to create light industrial facilities proximate to public transit, the Rezoning advances this vision. The Rezoning supports the following specific goals:

#### Equitable, Affordable and Inclusive City

- *Goal 1: Ensure all Denver residents have safe, convenient and affordable access to basic services and a variety of amenities.* Comprehensive Plan, p. 28. The Rezoning will support mixed-use development. Additionally, as it will permit significant employment-generating uses on the Property, it will create demand for and development of nearby services and amenities.
- *Goal 5: Reduce the involuntary displacement of residents and businesses.* Comprehensive Plan, p. 29. In addition to continuing to permit commercial uses, the Rezoning will allow the development of light industrial facilities that provide well-paying jobs. Individuals and families with lower incomes face a higher risk of involuntary displacement [see Draft FNE Area Plan, p. 22], and this influx of jobs will reduce that risk by promoting economic mobility. Furthermore, as the Property cannot support residential development under the AIO, greater opportunity for light industrial uses does not reduce the stock of or potential for housing in the area.
- *Goal 7: Make neighborhoods accessible to people of all ages and abilities.* Comprehensive Plan, p. 30. The Property is located on RTD's A-line, proximate to the planned future station at 72<sup>nd</sup> Avenue and Himalaya Street. By supporting mixed-use and light industrial infill development that is transit-oriented, the Rezoning promotes the creation of an accessible neighborhood.

#### Strong and Authentic Neighborhoods

- *Goal 1: Create a city of complete neighborhoods.* Comprehensive Plan, p. 34. Although the Property does not allow residential uses, the Rezoning will allow uses that create and support the development of a complete neighborhood. For example, the I-MX-8 District will allow one or more significant employers to locate to the Property and these employees will generate demand for commercial amenities and recreational space.
- *Goal 4: Ensure every neighborhood is economically strong and dynamic.* Comprehensive Plan, p. 35. As discussed, manufacturing uses permitted by the Rezoning provide jobs that pay above the current area median household income. Additionally, the Rezoning allows the continued

development of other diverse businesses, including offices and service-oriented businesses. Thus, the Rezoning will directly boost the economic strength of the neighborhood.

- *Goal 5: Create and preserve parks and public spaces that reflect the identity of Denver's neighborhoods.* Comprehensive Plan, p. 35. The Rezoning will support development that is required and encouraged to provide parks and public spaces. For example, development of the Property will facilitate development of 34 acres of the Second Creek Greenway.

#### Connected, Safe and Accessible Places

- *Goal 1: Deliver a multimodal network that encourages more trips by walking, rolling, biking and transit.* Comprehensive Plan, p. 40. As discussed, the Rezoning supports significant infill development near public transit. This development will further support the expansion of the City's multimodal network. For example, development of the Project will involve the buildout of multimodal trails. Thus, the Rezoning directly encourages more trips by walking, rolling, biking and transit.
- *Goal 4: Create an equitable and connected multimodal network that improves access to opportunity and services.* Comprehensive Plan, p. 41. As discussed above, the Rezoning will support the development of diverse services and an equitable, connected multimodal network accessing them.
- *Goal 5: Ensure the development of a frequent, high-quality and reliable transit network.* Comprehensive Plan, p. 41. As discussed above, the Rezoning will allow large employers to provide employees with transit access. Pepsi is excited about the future development of a rail station at 72<sup>nd</sup> Avenue and Himalaya Street and will cooperate with the City to help it come to fruition.
- *Goal 6: Build and maintain safe bicycle and pedestrian networks.* Comprehensive Plan, p. 41. As discussed, the development of the Property allowed by the Rezoning will support the development of the Second Creek Greenway and the surrounding bicycle and pedestrian network.
- *Goal 8: Strengthen multimodal connections in mixed-use centers and focus growth near transit.* Comprehensive Plan, p. 41. As discussed, the Rezoning allows greater and more diverse infill development near the A-line and future rail station at 72<sup>nd</sup> Avenue and Himalaya Street.

#### Economically Diverse and Vibrant City

- *Goal 1: Ensure economic mobility and improve access to opportunity.* Comprehensive Plan p. 46. As discussed, the Rezoning allows the development of large light industrial employers that provide stable jobs with above-average wages, ensuring economic mobility and improving access to opportunity. Additionally, the presence of more employees will support the development of more services and amenities in the area, the Rezoning will improve access to opportunity for the greater community.
- *Goal 2: Grow a strong, diversified economy.* Comprehensive Plan, p. 46. The Far Northeast Area currently has no manufacturing jobs. The Rezoning allows these jobs, filling a substantial need, helping the City retain a healthy manufacturing sector, and diversifying the business environment. Additionally, these employers will broaden the tax base in a sustainable way, operating in an industry that has demonstrated resilience to changes over time.

- *Goal 3: Sustain and grow Denver’s local neighborhood businesses.* Comprehensive Plan, p. 46. As discussed, the Rezoning will support mixed-use development and light industrial uses. This will support local neighborhood businesses by allowing development that will generate demand for the services and amenities that local businesses provide.
- *Goal 4: Ensure Denver has a productive, competitive and knowledgeable workforce.* Comprehensive Plan, p. 47. The Rezoning permits the development of large employment centers and state-of-the-art manufacturing facilities that utilize the latest in technology and automation.
- *Goal 5: Strengthen Denver as a global city that will be competitive in the economy of today and tomorrow.* Comprehensive Plan, p. 47. The Rezoning supports development of the Project, which will set an international example for innovation, technology, and sustainability in beverage manufacturing. Pepsi anticipates that the Project—its new flagship production facility—will draw national and international visitors, supporting local businesses and strengthening Denver as a global and competitive city. The location will allow Pepsi to easily showcase its state-of-the-art facility, and the presence of employees and visitors will help build the business community around DEN, “promot[ing] Denver International Airport as the gateway between Denver and the world.” Comprehensive Plan, p 47.

#### Environmentally Resilient City

- *Mitigate climate impact by significantly reducing greenhouse gas emissions.* Comprehensive Plan, p. 52. As discussed, the Rezoning allows infill development near public transit. By allowing the development of a large employer on Property, the Rezoning encourages greater use of transit and the reduction of greenhouse gas emissions.
- *Goal 3: Conserve water and use it more efficiently.* Comprehensive Plan, p. 52. The Project allowed by the Rezoning will include the development of a water recapture that is anticipated to recapture more than 90% of water resources used at the facility.
- *Goal 6: Protect and expand the city’s green infrastructure network.* Comprehensive Plan, p. 54. As discussed, the development of the Property permitted by the Rezoning will facilitate development of the Second Creek Greenway, which will provide connectivity between parks, open spaces, and trails, creating an integrated green infrastructure network.
- *Goal 9: Protect and improve air quality.* Comprehensive Plan, p. 54. As discussed, the Rezoning permits infill development near a transit line that the City plans to further build out. Thus, by allowing and encouraging large development on a transit line, the Rezoning promotes the use of public transportation, in turn protecting and improving air quality.

#### Healthy and Active City

- *Goal 1: Create and enhance environments that support physical activity and healthy living.* Comprehensive Plan, p. 58. By promoting infill development and the location of a large employer proximate to transit, the Rezoning promotes a healthy, walkable environment. The Rezoning will facilitate the development of the Second Creek Greenway, further encouraging walking, rolling and biking along a safe and interconnected multimodal network.
- *Goal 2: Provide high-quality parks, recreation facilities and programs that serve all Denver residents.* Comprehensive Plan, p. 58. As discussed, the Rezoning will facilitate the development

of the Second Creek Greenway, which will increase equitable access to recreation facilities and Denver’s healthy outdoor lifestyle.

## ***Blueprint***

### **Overall Vision**

Blueprint’s overarching vision is to provide for an inclusive city, calling for the following vision elements: “An Equitable City,” “A City of Complete Neighborhoods and Networks,” and “An Evolving City.” Blueprint, p. 28. The Rezoning achieves these broad visions as follows:

- The Rezoning will further Blueprint’s equity goals concerning access to opportunity, vulnerability to involuntary displacement, and housing and jobs diversity.
  - Access to Opportunity. The Property is located in an area with less access to opportunity than surrounding areas. Blueprint, pp. 34-35. By allowing manufacturing uses that will bring well-paying and diverse jobs to the area, the Rezoning will help fill a need in the manufacturing sector and offer residents the ability to secure higher incomes. Combined with the street and path development that will accompany development of the Property, this Rezoning improves access to opportunity.
  - Vulnerability to Involuntary Displacement. The area’s current high vulnerability to involuntary displacement is due primarily to low income and education levels. FNE Area Plan, p. 25. Therefore, the addition of well-paying jobs with training will help reduce such vulnerability to involuntary displacement.
  - Housing and Jobs Diversity. As discussed, the Property cannot support housing uses; thus, it is incapable of furthering housing diversity. However, it is well suited to markedly improve jobs diversity. As this narrative has discussed, the area in which the Property is located currently has no manufacturing jobs. Blueprint, p. 45. The Rezoning will allow the development of a manufacturing facility, creating hundreds of jobs in an important sector that is otherwise unrepresented in the area.
- The Rezoning furthers Blueprint’s vision for complete neighborhoods with transportation networks. Blueprint, pp. 46-47. By permitting manufacturing, warehousing, and office uses on the Property, the Rezoning will advance a complementary employment use to adjacent commercial and residential areas in the Far Northeast Area. If the Property were to ever redevelop, the Rezoning would support a variety of commercial and light industrial uses. Adjacent to the A-Line and the future Second Creek Greenway, the Property is in ideal, accessible location to support the variety of uses the Rezoning allows.
- The Rezoning furthers Blueprint’s “strategic and intentional approach to direct most [] growth to key centers and corridors.” Blueprint, p. 48. The Rezoning will allow employment growth in a location that Blueprint identifies as a community center or corridor, which should support 20% of all new job growth by 2040. Blueprint, pp. 50-51.

### **Policy Recommendations**

The Project is also consistent with the policy recommendations set forth in Chapter 3 of Blueprint as follows:

## Land Use and Built Form – General

- *Policy 01: Promote and anticipate planned growth in major centers and corridors and key residential areas connected by rail service and transit priority streets.* Blueprint, p. 72. The Rezoning will allow significant development, including that by a large employer, in an area that is supported by infrastructure including public transit.
- *Policy 02: Incentivize or require efficient development of land, especially in transit-rich areas.* Blueprint, p. 72. As this policy notes, “[f]ulfilling the community vision for vibrant and walkable neighborhoods—as well as ensuring Denver can accommodate growth in areas where it is most appropriate—depends on maximizing development opportunities.” The Property, located near transit but in an area that does not allow residential use, presents a prime opportunity for light industrial development. As such, the Rezoning directly supports this recommendation.
- *Policy 05: Integrate mitigation of involuntary displacement of residents and/or businesses into major city projects.* Blueprint, p. 74. The Rezoning supports this recommendation in at least two ways. First, because the Property is sited in an area that does not presently have residential or commercial uses, developments like the Project will not result in displacement of any residents or businesses. In addition, the Rezoning enables the City to retain and grow manufacturing and significant employment bases. For example, in light of the space constraints at the Brighton Boulevard facility and the lack of other available land to support manufacturing uses, Pepsi is unable to grow its presence in Denver without the Rezoning.
- *Policy 07: Integrate infrastructure needed to support the community into more areas of the city.* Blueprint, p. 76. Construction of the Project allowed by the Rezoning will include the development of key infrastructure in the High Point area, including new streets, extensions of water and sewer lines, and drainage facilities. Moreover, the tax revenues that will accrue from the Project will support additional infrastructure development in the surrounding community. Thus, the Rezoning and Project will indirectly support additional commercial and residential development in the area surrounding the Property.
- *Policy 08: Promote environmentally responsible and resource-efficient practices for the design, construction and demolition of buildings.* Blueprint, p. 77. The Rezoning will permit development of new manufacturing and employment centers that are international models for sustainable practices, meeting or exceeding City standards for environmentally responsible design.
- *Policy 09: Promote coordinated development on large infill sites to ensure new development integrates with its surroundings and provides appropriate community benefits.* Blueprint, p. 78. The Property is a large infill site located on public transit and in an area where residential uses are not permitted. As such, great community benefits are provided by the location of a large, well-paying employer that will also provide infrastructure development and positive fiscal impact.

## Land Use and Built Form – Economics

- *Policy 01: Capture 90 percent of job growth in regional centers, community centers and corridors, certain districts and high-intensity residential areas in downtown and urban center contexts.* Blueprint, p. 90. As discussed, the Rezoning allows developments to create jobs in a future community center.
- *Policy 02: Improve equitable access to employment areas throughout the city to ensure all residents can connect to employment opportunities.* Blueprint, p. 90. As discussed, uses permitted by the

Rezoning and Project planned for the Property bring manufacturing jobs to a lower-income area currently without any such jobs, allowing a broader range of City residents to access employment opportunities.

- *Policy 03: Preserve high-value manufacturing areas and allow low-value manufacturing areas to transition to higher intensity uses.* Blueprint, p. 91. Blueprint specifically acknowledges the value of manufacturing: “Manufacturing uses contribute to the fiscal health of the city and provide middle-skill jobs to residents. Manufacturing employers are generally more valuable than many retail employers as they provide higher wages and have a greater opportunity for value-added services.” Blueprint, p. 91.

Despite the importance of manufacturing to the City, only a limited amount of land is designated by Blueprint in the City’s high-value manufacturing areas.<sup>2</sup> What’s more, there is no property elsewhere in the City’s high-value manufacturing areas under Blueprint that would support a manufacturing facility of the scale envisioned by the Project. See Blueprint, pp. 286-87. Locating the Project in one of the City’s high-value manufacturing areas under Blueprint would require demolition of existing, productive manufacturing or other uses, and the assembly of multiple parcels. The Project supported by the Rezoning presents a once-in-a-generation opportunity to retain manufacturing in the City, on a property that can support an economically significant, yet low-impact manufacturing use. As such, the Rezoning directly furthers Blueprint’s value of manufacturing areas.

- *Policy 06: Ensure Denver and its neighborhoods have a vibrant and authentic retail and hospitality marketplace meeting the full range of experiences and goods demanded by residents and visitors.* Blueprint, p. 93. As discussed, the Rezoning allows the development of light industrial uses. Development of the Project will introduce several hundred employees and visitors to the area, supporting surrounding retail and hospitality businesses.

As a general matter, the subject Property is not ideally positioned for retail or hospitality uses and is better situated for a light industrial use. It is well-established that retail, restaurant, and similar uses rely on nearby residential land uses in order to thrive. As residential land uses are prohibited in the vicinity of the Property, it is unlikely that the Property would be attractive to retailers, restaurants, or similar uses. Furthermore, as the Property lies directly under the takeoff and landing path of a future Airport runway, it will be heavily impacted by air traffic. The proposed use, which supports nearby retail and hospitality uses, is ideally positioned for the Property. However, in the unlikely event that the Property were to redevelop, the Rezoning would continue to permit a mix of uses, including retail and hospitality.

- *Policy 07: Protect and promote Denver International Airport as the primary economic engine for the state of Colorado.* Blueprint, p. 93. The development of the Project allowed by the Rezoning will contribute to the City’s goals to develop an “aerotropolis” of logistics-dependent businesses around the Airport.

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<sup>2</sup> As discussed, the Draft FNE Area Plan designates the Property in the District neighborhood context and as a Value Manufacturing future place. Blueprint guides the City to defer to small area plans offering more specific guidance, where they exist, and thus the City should consider the Draft FNE Area Plan’s designation of the Property for manufacturing here. See Blueprint, pp. 60-61.

### Land Use and Built Form – Design Quality and Preservation

- *Policy 03: Create exceptional design outcomes in key centers and corridors.* Blueprint, p. 102. Any development of the Property will undergo a private design review under the High Point declaration. Pepsi anticipates incorporating high-quality materials and architectural elements into the Project, consistent with its goals for the facility to be an international showcase.

### Mobility

- *Policy 01: Encourage mode-shift—more trips by walking and rolling, biking and transit—through efficient land use and infrastructure improvements.* Blueprint, p. 108. As discussed, the Property is located along RTD’s A-Line, and construction of the planned Project will cause the development of trails and connectors. The Rezoning will directly support a shift in which hundreds of people can commute to work without a car.
- *Policy 08: Connect centers and corridors across the city through a variety of modal choices.* Blueprint, p. 111. Development of the Property will cause development of the Second Creek Greenway and will support development of the rail station at 72<sup>nd</sup> Avenue and Himalaya Street. These will help connect a community center to other parts of the City.

### Quality of Life Infrastructure

- *Policy 05: Ensure attractive streets and outdoor spaces in all centers and corridors, giving priority to pedestrian spaces and amenities.* Blueprint, p. 121. The development of the Second Creek Greenway facilitated by the Project allowed by the Rezoning will provide an attractive outdoor space for the entire surrounding community.
- *Policy 09: Develop tools to improve environmental health, especially in areas that score low for Access to Opportunity.* Blueprint, p. 123. As a result of the performance standards in the I-MX-8 District, there will be no negative environmental health impacts to surrounding communities.

### Neighborhood Context, Places, and Streets Recommendations

On a granular level, Blueprint utilizes neighborhood contexts, places, and street types to provide a framework to evaluate large developments and the land use changes that can accompany them. *See* Blueprint, pp. 66-67. Further, Blueprint guides the City to defer to small area plans offering more specific guidance, where they exist. *See* Blueprint, pp. 60-61. As discussed, the Property is also subject to the FNE Area Plan, and the Draft FNE Area Plan designates the Property in the District neighborhood context and as a Value Manufacturing future place. The Rezoning is consistent with these designations, as set forth in greater below, and it also furthers the Blueprint designations as follows:

Neighborhood Context. Blueprint designates the eastern portion of the Property in the Urban Center future neighborhood context and the western portion of the Property in the Suburban future neighborhood context. *See* Interactive Blueprint Denver Map.

Suburban neighborhoods, and particularly suburban community centers, as discussed more below, typically provide some medium mix of uses and buildings. Blueprint, pp. 194-95. Broadly, the Rezoning supports this context as follows:

- The I-MX-8 District allow most if not all of the same uses as are allowed in the Suburban context zone district.

- The Rezoning will sustain and encourage a mix of uses in the area, including commercial uses like restaurants and retail.

*Place.* With respect to place types, Blueprint contains a Future Places Map, but notes flexibility in the map’s precise boundaries. Blueprint, p. 66. The Rezoning is consistent with Blueprint’s place type recommendation as follows:

- Blueprint designates the Property in a Community Center. Blueprint, pp. 142-143. Community Centers “typically [offer] a balance of either residential and employment; residential and dining/shopping; or employment and dining/shopping uses.” Blueprint, p. 144. The Rezoning is consistent with this description, as it will provide a base of employees to support dining and shopping uses.

### ***FNE Area Plan***

#### **Overall Vision**

The FNE Area Plan, which was adopted in June 2019, builds upon the Comprehensive Plan and Blueprint, with its vision for the Far Northeast mirroring and expanding upon the Comprehensive Plan’s vision for the City. The Rezoning supports the Draft FNE Area Plan’s broad vision, and the Draft FNE Area Plan supports the Rezoning, as set forth below.

Connected, Safe & Accessible Places. The Draft FNE Area Plan seeks to increase high-quality innovative mobility options including first and last mile connections, walking, biking, public transit, personal vehicles, and freight. Draft FNE Area Plan, p. 14. Currently, the Far Northeast lacks connections to trail systems and regional parks. Draft FNE Area Plan, p. 104. The development of the Property will facilitate development of the Second Creek Greenway, improving multimodal transportation options, and will support the development of a new rail station at 72<sup>nd</sup> Avenue and Himalaya Street. Additionally, development of the Property will support the build-out of roads to support personal vehicles and freight.

Economically Diverse & Vibrant Area. The Draft FNE Area Plan states the community’s value of economic mobility for a diverse workforce. Draft FNE Area Plan, p. 14. It also states the community’s desire to cultivate access to opportunity for local residents and workers by supporting the development of a range of business, employment, and training opportunities. Draft FNE Area Plan, p. 14. The Rezoning will facilitate bringing well-paying and varied jobs to the area. The availability of these jobs will greatly bolster economic mobility for area residents.

Environmentally Resilient Area. The Far Northeast community places high value on recreation, parks, open space and natural areas. Draft FNE Area Plan, p. 14. As discussed, the Project allowed by the Rezoning will facilitate development of the Second Creek Greenway, creating open space and opportunities for local recreation. Further, by supporting infill development in an area located near public transportation, the Rezoning reduces car reliance, supporting a greener environment.

Healthy and Active. The Far Northeast community supports healthy and active lifestyles, and the Draft FNE Area Plan is meant to guide growth and development in a way that offers safe, accessible and inviting amenities and services for everyone. Draft FNE Area Plan, p. 14. As discussed, the Rezoning will continue to support a mix of uses and allow the development of a large light industrial employer in an area accessible by trails and public transportation. Additionally, development of the Property will facilitate development of the Second Creek Greenway, creating open space and opportunities for local recreation.



### Neighborhood Context and Future Place

The Draft FNE Area Plan designates the Property in the District future neighborhood context [Draft FNE Area Plan, p. 32], and it designates the entire Property a Value Manufacturing future place. Draft FNE Area Plan, p. 36. Districts are “areas that serve a specific purpose, usually highly-specific based on uses, such as education, industry or health care. Block patterns, urban design and mobility connections vary based on the specific use.” Draft FNE Area Plan, p. 31. Value Manufacturing future places—a type of District—include manufacturing spaces, are typically located on large blocks, and are specifically set to be located in the Far Northeast. Draft FNE Area Plan, pp. 33, 35. The Rezoning is directly in line with both of these designations, as it will support the development of a manufacturing facility on a large block in the Far Northeast.

### Equity

The Draft FNE Area Plan places significant emphasis on improving equity in the Far Northeast, and specifically in the DIA neighborhood. *See* Draft FNE Area Plan, pp. 15-25. As the Draft FNE Area Plan states, “[a]s Denver has rapidly grown and benefitted from growth and revitalization, much of the Far Northeast has not. Far Northeast neighborhoods rank in the middle to low-range of Denver neighborhoods across all three equity indicators”: access to opportunity, reducing vulnerability to displacement, and expanding housing and jobs diversity. Draft FNE Area Plan, p. 16. Specifically, the DIA neighborhood “lacks infrastructure of all types . . . has no parks . . . [and] low income is the biggest concern for DIA residents.” Draft FNE Area Plan, p. 22. And, as stated later in the Draft FNE Area Plan, “residents [have] identified affordable housing and job creation as high priorities to address as the area continues to grow and develop.” Draft FNE Area Plan, p. 30. As discussed above regarding Blueprint, the Rezoning will significantly improve equity in the Far Northeast.

### Policy Recommendations

Like Blueprint, the Draft FNE Area Plan offers goals and policies related to land use and built form, mobility, and quality of life infrastructure, refining those set forth in Blueprint. Draft FNE Area Plan, p. 10. The Rezoning furthers the following specific policy recommendations set forth in Chapter 2 of the Draft FNE Area Plan:

#### Land Use and Built Form Recommendations

- *LU-2: Maintain and expand light industrial uses in areas identified as value manufacturing.* Draft FNE Area Plan, p. 37. As discussed, the City understands that valuable manufacturing jobs are necessary to a well-rounded economy. The Rezoning allows these jobs—and manufacturing use generally—on a Property that cannot support residential uses, and in an area in need of job diversity. Thus, approval would demonstrate the City’s commitment to support light industrial uses and manufacturing.
- *LU-4: Create new community and regional centers in large undeveloped areas.* Draft FNE Area Plan, p. 38. The Property is located in an undeveloped but accessible area. As discussed, the Rezoning supports the creation of a significant employee base that will drive demand for the development of retail and other businesses, growing and supporting a community center.
- *LU-5.4: Create a variety of public spaces for recreational and social interaction, such as plazas, parks, playgrounds and community gardens.* Draft FNE Area Plan, p. 44. As discussed, development of the Property will facilitate development of the Second Creek Greenway, which will provide public space for recreational and social interaction.

- *LU-7.3: New development should incorporate sustainable design solutions that utilize passive solar design, energy and water conservation, waste management, and reduce urban heat island effect through permeability, color, light, greenery and natural materials.* Draft FNE Area Plan, p. 45. The Rezoning will enable projects that incorporate a variety of sustainable design solutions, including allowing Pepsi to move from its outdated, inefficient building.
- *LU-8.1: Provide safe and efficient routes for pedestrians and bicyclists.* Draft FNE Area Plan, p. 45. As discussed in connection the Comprehensive Plan, development of the Second Creek Greenway ultimately facilitated by the Rezoning will provide safe and effective routes for pedestrians and bicyclists.
- *LU-8.5: Provide a highly connected bicycle network that offers route choice and creates new, active transportation opportunities.* Draft FNE Area Plan, p. 45. As discussed in connection with the Comprehensive Plan, development of the Second Creek Greenway facilitated by the Rezoning will provide a more connected bicycle network that offers route choice and creates new, active transportation opportunities.
- *LU-16: Create street networks in undeveloped greenfields.* Draft FNE Area Plan, p. 48. The area in which the Property is located is largely undeveloped. Equity measures for the area—particularly for access to opportunity—are negatively impacted by the lack of built environment and infrastructure. Draft FNE Area Plan, p. 22. The Rezoning will facilitate the buildout of roads and will strengthen the street network, improving equity in the area.
- *LU-18: Rezone Former Chapter 59 Properties into the DZC.* Draft FNE Area Plan, p. 59. As discussed, the Property is currently zoned under the Former Chapter 59. The Rezoning will bring the Property into the DZC.
- *LU-19.1: Utilize programs through Denver Economic Development and Opportunity (“DEDO”) that assist with business formation and tenanting.* Draft FNE Area Plan, p. 64. In connection with the Rezoning, Pepsi has been engaged in discussion with DEDO regarding ways to utilize various programs to assist with employment growth and training in the Far Northeast.
- *LU-20: Cater economic development strategies to the unique opportunities of specific areas.* Draft FNE Area Plan, p. 64. Development of the Project as permitted by the Rezoning involves the aggregation of four parcels, allowing development of scale. Additionally, it utilizes economic development programs, as referenced above, to provide an employment center where residential development cannot occur and where, due to Covid-19 related trends, other large office development is impractical.
- *LU-18.2: In greenfield development areas where this plan recommends establishing new centers, corridors, or districts; (d) create opportunities for corporate headquarter locations.* Draft FNE Area Plan, p. 64. The Draft FNE Area Plan designates the Property as a District future neighborhood, and the Rezoning will allow headquarters uses, as well as flagship production facilities.

### Mobility Recommendations

- *MOB-4.3: Support efforts to develop a new commuter rail station at 72<sup>nd</sup> Avenue and Himalaya Street.* Draft FNE Area Plan, p. 81. The Rezoning allows for development of a large employer along transit, increasing demand and providing support for a new commuter rail station at 72<sup>nd</sup> Avenue and Himalaya Street.

- *MOB-5: Build bicycle infrastructure and conduct more planning and development for future routes.* Draft FNE Area Plan, p. 85. The Rezoning creates bicycle infrastructure in the area advancing the expansion of the Second Creek Greenway.
- *MOB-7: Complete pedestrian infrastructure networks.* Draft FNE Area Plan, p. 89. The Rezoning creates pedestrian networks in the area by advancing the expansion of the Second Creek Greenway and other trails and connectors.
- *MOB-13.5: Promote the use of electrical vehicles for businesses and industrial uses, especially for the distribution and manufacturing uses, to mitigate noise and air pollution.* Draft FNE Area Plan, p. 97. The Rezoning allows for the development of a manufacturing facility that will, over time, shift to using electrical vehicles for distribution.

#### Quality of Life Infrastructure Recommendations

- *QOL-7.1: Maintain a high level of park service and access in Far Northeast by growing the park system, including new parks, open space, and trails concurrent with new development.* Draft FNE Area Plan, p. 115. As discussed, the Rezoning will facilitate the development of the Second Creek Greenway, which will provide public space for recreational and social interaction.
- *QOL-11: Support the implementation of green infrastructure.* Draft FNE Area Plan, p. 122. By permitting a sustainable light industrial use, the Rezoning allows integration of green infrastructure.

#### DIA Neighborhood

The Draft FNE Area Plan additionally summarizes conditions in, establishes visions for, and details transformative projects within neighborhood statistical areas. The Property lies in the DIA neighborhood statistical area (the “DIA Neighborhood”), for which the vision is to “capitalize on the area’s direct access to the airport and proximity to commuter rail transit to create new and exciting neighborhoods, destination areas, and employment hubs.” Draft FNE Area Plan, p. 12. DIA Neighborhood residents have expressed desire to “create a dense, vibrant, mixed-use neighborhood with retail, employment, and entertainment uses,” “build a pedestrian and bike network as the area develops, and complete missing connections in the off-street trail system,” and “ensure that schools, parks and recreation facilities, and affordable housing are provided concurrent with new development.” Draft FNE Area Plan, p. 178. The Rezoning advances these goals as follows:

- By allowing light industrial development, it strengthens an existing employment hub. *See* Draft FNE Area Plan, p. 179 (describing the DIA Neighborhood as an employment hub).
- By allowing light industrial development, it enables construction of a state-of-the-art facility accessible to employees and visitors by air and rail.
- By facilitating the development of the Property, it will support development of the Second Creek Greenway.

The Draft FNE Area Plan contains policy recommendations specific to the DIA Neighborhood. The Project directly supports the following recommendations:

- *DIA-1.1: Create community corridors along Tower Road and identified segments of 56<sup>th</sup> and 64<sup>th</sup> Avenues.* Draft FNE Area Plan, p. 186. As discussed, the Rezoning expands the diversity of employment available in the area. By permitting light industrial use, the Rezoning allows job

creation in the area, and these employees will support and facilitate the development of a community corridor along Tower Road and segments of 56<sup>th</sup> and 64<sup>th</sup> Avenues.

- *DIA-5.1: Extend the street grid into greenfield areas as shown on the Future Streets Map.* Draft FNE Area Plan, p. 188. As discussed, development of the Property, as facilitated by the Rezoning will support street grid extension, including the extension of 72<sup>nd</sup> Avenue and Himalaya Street.
- *DIA-5.2(d): Allow for large scale employment and manufacturing centers to be accommodated in atypical block sizes at value manufacturing and innovation flex districts.* Draft FNE Area Plan, p. 188. As discussed, the Property is located in a Value Manufacturing district, and the Project will provide hundreds of manufacturing jobs. Additionally, the Property is not a typical block and, particularly because it is close to the airport and cannot support housing uses, is ideally situated to support the Project.
- *DIA-6.1: Leverage the availability of undeveloped land in this area to attract desired uses; and (a) pursue opportunities for corporate headquarters and job-intensive uses.* Draft FNE Area Plan, p. 188. The Rezoning allows for a logical use of a large portion of undeveloped land that cannot be used for residential purposes.
- *DIA-7.1: Build on topography by using natural streams and runoff as areas for green corridors, recreational uses, and trails.* Draft FNE Area Plan, p. 188. The Rezoning will ultimately lead to the development of the Second Creek Greenway, which will take advantage of the natural topography, creating a recreational space near a natural creek.
- *DIA-7.3: Apply green infrastructure principles at large scale developments.* Draft FNE Area Plan, p. 188. As discussed, the Project will include green infrastructure principles such as a water recapture system.

Finally, the Draft FNE Area Plan details an employment center north of 64<sup>th</sup> Avenue as a transformative project in the DIA Neighborhood. Draft FNE Area Plan, p. 200. The Rezoning directly allows for the development of such an employment center. Additionally, by allowing a large light industrial employer, the Rezoning supports the 72<sup>nd</sup> & Himalaya A-line Station, as described in Section 3.3.6.B. Draft FNE Area Plan, p. 200. As discussed, Pepsi is eager to cooperate with the City regarding the development of the station, as it is confident that it would benefit its employees and well-serve the greater community.

### ***High Point GDP***

The Property is currently subject to the High Point GDP, which designates the Property for office use and mixed use development and sets forth open space requirements. High Point GDP, sheets 6, 7, 11. The High Point GDP is anticipated to be amended to account for (1) the removal of a golf course and replacement with approximately 50 acres of commercial development; (2) the relocation of the neighborhood park to the east side of the West Fork of the Second Creek; (3) the change in use from office and mixed use to light industrial; and (4) changes to public right-of-way and access. We anticipate that the Rezoning will align with the High Point GDP, as amended, and we will supplement this narrative as that amendment progresses.

## City Council Outreach Summary

Pepsi reached out to and met with various City Council members, as shown in the table below.

<b>City Council Member</b>	<b>Outreach</b>
Stacie Gilmore	Met with Pepsi on January 21, 2021
Mayor Michael Hancock	Met with Pepsi on April 22,2021
Christopher Herndon	Met with Pepsi on April 22, 2021
Jolon Clark	Met with Pepsi on May 3, 2021
Kevin Flynn	Met with Pepsi on May 3, 2021
Kendra Black	Met with Pepsi on May 14, 2021
Chris Hinds	Met with Pepsi on May 18, 2021
Paul Kashman	Met with Pepsi on May 18, 2021
Amanda Sawyer	Met with Pepsi on May 26, 2021
Candi CdeBaca	Met with Pepsi on June 17, 2021
Deborah Ortega	Met with Pepsi on June 17, 2021
Robin Kniech	Pepsi reached out, but Ms. Kniech did not have time for a meeting
Amanda Sandoval	Pepsi reached out, but Ms. Sandoval did not have time for a meeting outside of her district.
Jamie Torres	Pepsi reached out, but Ms. Torres did not have time for a meeting.

# EXHIBIT A

## PARCEL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE NORTH LINE OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 3 IS ASSUMED TO BEAR SOUTH 89°54'36" EAST, BEING MONUMENTED BY A 3-1/4" ALUMINUM CAP PLS #20699 IN MONUMENT BOX AT THE NORTHWEST CORNER AND A 3-1/4" ALUMINUM CAP PLS #25379 AT THE NORTH QUARTER CORNER.

**BEGINNING** AT THE NORTH QUARTER CORNER OF SAID SECTION 3, THENCE SOUTH 89°56'18" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 2,641.92 FEET TO THE NORTHEAST CORNER OF SAID SECTION 3;

THENCE SOUTH 00°29'06" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 705.19 FEET;

THENCE DEPARTING SAID EAST LINE, NORTH 89°19'48" WEST, A DISTANCE OF 2,644.05 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER;

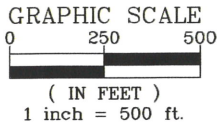
THENCE NORTH 00°40'12" EAST, ALONG SAID WEST LINE, A DISTANCE OF 677.13 FEET TO THE **POINT OF BEGINNING**;

CONTAINING A CALCULATED AREA OF 1,826,687 SQUARE FEET OR 41.9350 ACRES, MORE OR LESS.

I, DEREK S. BROWN, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

DEREK S. BROWN, P.L.S. 38064  
FOR AND ON BEHALF OF MANHARD CONSULTING

# EXHIBIT A



FOR AND ON BEHALF OF  
MANHARD CONSULTING

NORTHEAST CORNER  
SECTION 3, T.3S., R.66W.

NORTHWEST CORNER  
SECTION 3, T.3S., R.66W.  
3-1/4" ALUMINUM CAP  
STAMPED "PLS 20699" IN MONUMENT BOX

**POINT OF BEGINNING**  
NORTH QUARTER CORNER  
SECTION 3, T.3S., R.66W.  
3-1/4" ALUMINUM CAP  
STAMPED "PLS 25379"

**(BASIS OF BEARINGS)**

S89°54'36"E  
2642.78'

NORTH LINE OF THE  
NW 1/4 SEC. 3

S89°56'18"E 2641.92'

NORTH LINE OF THE NE 1/4 SEC 3

**I-MX-8 AIO**

1,826,687 S.F.  
41.9350 AC.

N89°19'48"W 2644.05'

NW 1/4  
SEC. 3, T.3S.,  
R.66W., 6TH P.M.

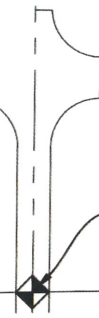
NE 1/4  
SEC. 3, T.3S.,  
R.66W., 6TH P.M.

**UNPLATTED**

RECEPTION NO. 2017095534

S00°40'12"W 2604.20'  
WEST LINE OF THE NE 1/4 SEC. 3

EAST LINE OF THE NE 1/4 SEC 3  
S00°29'06"W 2579.96'



CENTER QUARTER CORNER  
SECTION 3, T.3S., R.66W.

EAST QUARTER CORNER  
SECTION 3, T.3S., R.66W.

**NOTE:**

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com  
Civil Engineering | Surveying & Geospatial Services | GIS  
Water Resource Management | Construction Management

<b>I-MX-8 AIO - ZONE LOT</b>	
<b>CITY AND COUNTY OF DENVER, COLORADO</b>	
<b>EXHIBIT A</b>	
PROJ. MGR.: <u>DBS</u>	<b>SHEET</b> <b>2 OF 2</b> <b>OTJDNCO02</b>
DRAWN BY: <u>JLM</u>	
DATE: <u>11/23/21</u>	
SCALE: <u>1" = 500'</u>	

Dwg Name: P:\Otjdnco02\Drawings\Exhibits\_Surv\Otjdnco02 I-MX-8 AIO.dwg Updated By: JMills 11/23/2021 5:10 PM

# EXHIBIT A

## PARCEL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE NORTH LINE OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 3 IS ASSUMED TO BEAR SOUTH 89°54'36" EAST, BEING MONUMENTED BY A 3-1/4" ALUMINUM CAP PLS #20699 IN MONUMENT BOX AT THE NORTHWEST CORNER AND A 3-1/4" ALUMINUM CAP PLS #25379 AT THE NORTH QUARTER CORNER.

**BEGINNING** AT THE NORTH QUARTER CORNER OF SAID SECTION 3, THENCE ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 3, SOUTH 00°40'12" WEST, A DISTANCE OF 677.13 FEET;

THENCE DEPARTING SAID EAST LINE, SOUTH 89°19'48" EAST, A DISTANCE OF 2,644.05 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3;

THENCE SOUTH 00°29'06" WEST, ALONG SAID EAST LINE, A DISTANCE OF 705.22 FEET;

THENCE DEPARTING SAID EAST LINE, NORTH 89°31'42" WEST, A DISTANCE OF 2,646.34 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 3;

THENCE SOUTH 00°40'12" WEST, ALONG SAID EAST LINE, A DISTANCE OF 482.58 FEET TO THE NORTHERLY BOUNDARY LINE OF TRACT G, HIGH POINT SUBDIVISION FILING NO. 2, RECORDED OCTOBER 7, 2019, AT RECEPTION NUMBER 2019138651, IN THE CITY AND COUNTY OF DENVER'S CLERK AND RECORDERS OFFICE;

THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING THREE (3) COURSES:

1. NORTH 89°19'48" WEST, A DISTANCE OF 42.00 FEET TO A NON-TANGENT CURVE;
2. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 89°43'46", A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 195.76 FEET, THE CHORD OF WHICH BEARS SOUTH 45°32'05" WEST, A DISTANCE OF 176.36 FEET TO A POINT OF REVERSE CURVATURE;
3. ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 39°28'53", A RADIUS OF 799.00 FEET, AN ARC LENGTH OF 550.57 FEET, THE CHORD OF WHICH BEARS SOUTH 70°39'31" WEST, A DISTANCE OF 539.75 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, NORTH 39°04'55" WEST, A DISTANCE OF 77.00 FEET TO A NON-TANGENT CURVE;





THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF  $01^{\circ}20'51''$ , A RADIUS OF 876.00 FEET, AN ARC LENGTH OF 20.60 FEET, THE CHORD OF WHICH BEARS SOUTH  $50^{\circ}14'39''$  WEST, A DISTANCE OF 20.60 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF  $135^{\circ}08'16''$ , A RADIUS OF 235.00 FEET, AN ARC LENGTH OF 554.27 FEET, THE CHORD OF WHICH BEARS NORTH  $62^{\circ}51'38''$  WEST, A DISTANCE OF 434.44 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF  $62^{\circ}45'30''$ , A RADIUS OF 400.00 FEET, AN ARC LENGTH OF 438.14 FEET, THE CHORD OF WHICH BEARS NORTH  $26^{\circ}40'15''$  WEST, A DISTANCE OF 416.56 FEET;

THENCE NORTH  $58^{\circ}03'00''$  WEST, A DISTANCE OF 89.62 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF  $57^{\circ}18'36''$ , A RADIUS OF 80.00 FEET, AN ARC LENGTH OF 80.02 FEET, THE CHORD OF WHICH BEARS NORTH  $29^{\circ}23'42''$  WEST, A DISTANCE OF 76.73 FEET;

THENCE NORTH  $00^{\circ}44'25''$  WEST, A DISTANCE OF 235.61 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF  $15^{\circ}39'56''$ , A RADIUS OF 620.00 FEET, AN ARC LENGTH OF 169.52 FEET, THE CHORD OF WHICH BEARS NORTH  $08^{\circ}34'23''$  WEST, A DISTANCE OF 168.99 FEET;

THENCE NORTH  $16^{\circ}24'21''$  WEST, A DISTANCE OF 195.66 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF  $45^{\circ}06'33''$ , A RADIUS OF 155.00 FEET, AN ARC LENGTH OF 122.03 FEET, THE CHORD OF WHICH BEARS NORTH  $06^{\circ}08'55''$  EAST, A DISTANCE OF 118.90 FEET;

THENCE NORTH  $28^{\circ}42'11''$  EAST, A DISTANCE OF 258.32 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF  $40^{\circ}45'16''$ , A RADIUS OF 370.00 FEET, AN ARC LENGTH OF 263.18 FEET, THE CHORD OF WHICH BEARS NORTH  $08^{\circ}19'34''$  EAST, A DISTANCE OF 257.67 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF  $51^{\circ}05'26''$ , A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 44.58 FEET, THE CHORD OF WHICH BEARS NORTH  $13^{\circ}29'39''$  EAST, A DISTANCE OF 43.12 FEET TO A POINT OF REVERSE CURVATURE;



THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 32°09'25", A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 151.54 FEET, THE CHORD OF WHICH BEARS NORTH 22°57'39" EAST, A DISTANCE OF 149.55 FEET;

THENCE NORTH 06°52'57" EAST, A DISTANCE OF 77.29 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER SECTION 3;

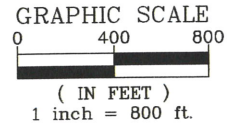
THENCE SOUTH 89°54'36" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1,282.45 FEET TO THE **POINT OF BEGINNING**;

CONTAINING A CALCULATED AREA OF 4,690,032 SQUARE FEET OR 107.6683 ACRES, MORE OR LESS.

I, DEREK S. BROWN, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

DEREK S. BROWN, P.L.S. 38064  
FOR AND ON BEHALF OF MANHARD CONSULTING

# EXHIBIT A



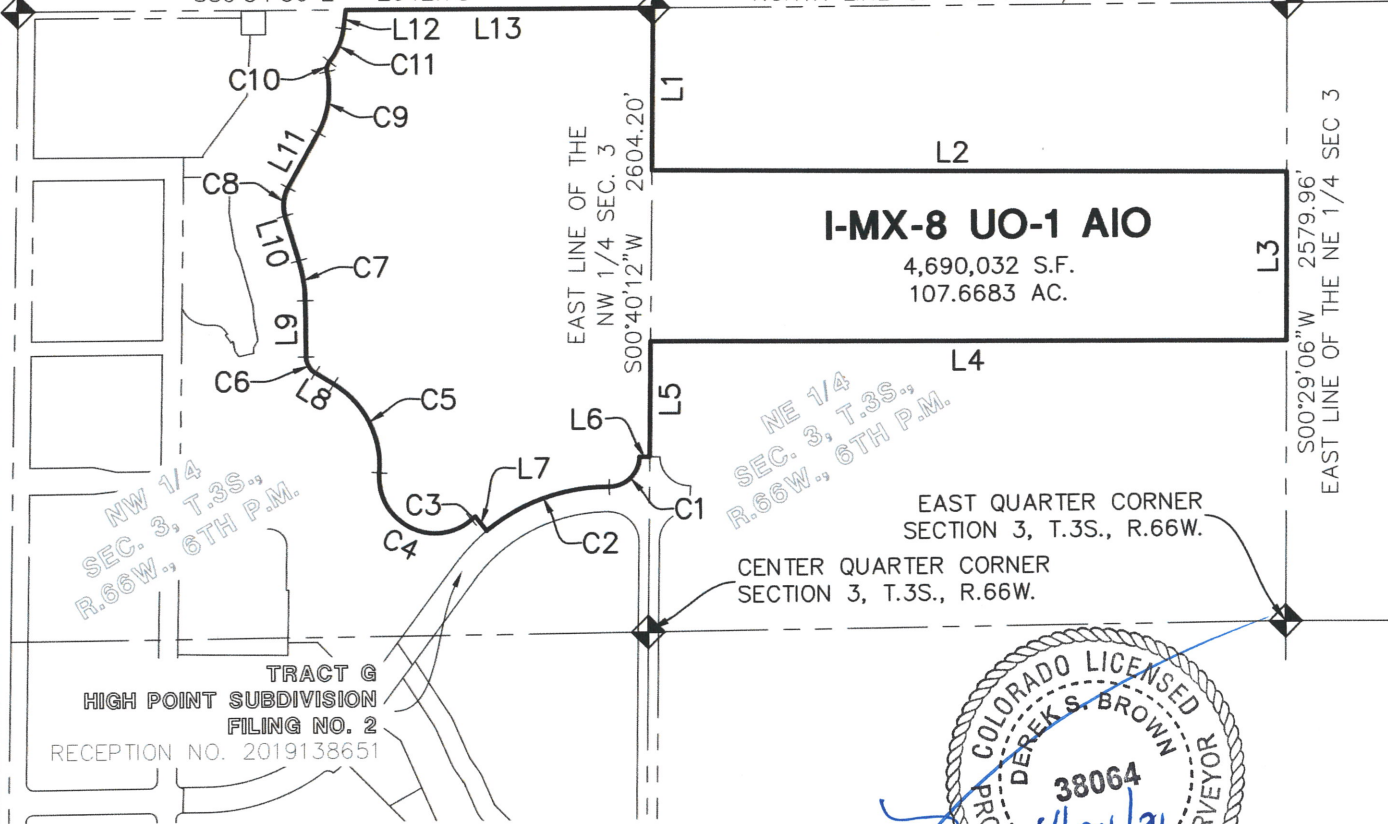
NORTHWEST CORNER  
SECTION 3, T.3S., R.66W.  
3-1/4" ALUMINUM CAP  
STAMPED "PLS 20699" IN MONUMENT BOX

POINT OF BEGINNING  
NORTH QUARTER CORNER  
SECTION 3, T.3S., R.66W.  
3-1/4" ALUMINUM CAP  
STAMPED "PLS 25379"

NORTHEAST CORNER  
SECTION 3, T.3S., R.66W.

(BASIS OF BEARINGS)  
NORTH LINE OF THE NW 1/4 SEC. 3  
S89°54'36"E 2642.78'

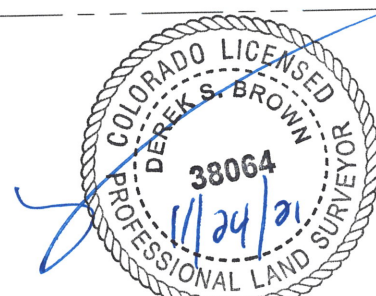
NORTH LINE OF THE NE 1/4 SEC 3



NE 1/4  
SEC. 3, T.3S.,  
R.66W., 6TH P.M.

NW 1/4  
SEC. 3, T.3S.,  
R.66W., 6TH P.M.

TRACT G  
HIGH POINT SUBDIVISION  
FILING NO. 2  
RECEPTION NO. 2019138651



FOR AND ON BEHALF OF  
MANHARD CONSULTING

NOTE:  
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

SEE SHEET 5 OF 5 FOR LINE AND CURVE TABLES

7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com  
Civil Engineering | Surveying & Geospatial Services | GIS  
Water Resource Management | Construction Management

I-MX-8 OU-1 AIO - ZONE LOT	
CITY AND COUNTY OF DENVER, COLORADO	
EXHIBIT A	
PROJ. MGR.: DBS	SHEET 4 OF 5
DRAWN BY: JLM	OTJDNCO02
DATE: 11/23/21	
SCALE: 1" = 800'	

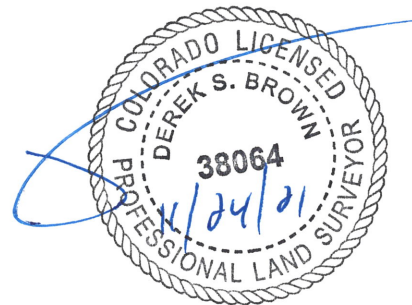
Dwg. Name: P:\Of idnco02\Drawings\Exhibits\_Surv\Of idnco02\_OU-1\_AIO.dwg Updated By: JMills 11/23/2021 5:08 PM

# EXHIBIT A

Dwg Name: P:\0tjdnco02\dwg\Surv\Final Drawings\Exhibits\_Surv\0tjdnco02\_OU-1\_AIO.dwg Updated By: jMills 11/23/2021 5:08 PM

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°40'12"W	677.13'
L2	S89°19'48"E	2644.05'
L3	S00°29'06"W	705.22'
L4	N89°31'42"W	2646.34'
L5	S00°40'12"W	482.58'
L6	N89°19'48"W	42.00'
L7	N39°04'55"W	77.00'
L8	N58°03'00"W	89.62'
L9	N00°44'25"W	235.61'
L10	N16°24'21"W	195.66'
L11	N28°42'11"E	258.32'
L12	N06°52'57"E	77.29'
L13	S89°54'36"E	1282.45'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	89°43'46"	125.00'	195.76'	S45°32'05"W	176.36'
C2	39°28'53"	799.00'	550.57'	S70°39'31"W	539.75'
C3	1°20'51"	876.00'	20.60'	S50°14'39"W	20.60'
C4	135°08'16"	235.00'	554.27'	N62°51'38"W	434.44'
C5	62°45'30"	400.00'	438.14'	N26°40'15"W	416.56'
C6	57°18'36"	80.00'	80.02'	N29°23'42"W	76.73'
C7	15°39'56"	620.00'	169.52'	N08°34'23"W	168.99'
C8	45°06'33"	155.00'	122.03'	N06°08'55"E	118.90'
C9	40°45'16"	370.00'	263.18'	N08°19'34"E	257.67'
C10	51°05'26"	50.00'	44.58'	N13°29'39"E	43.12'
C11	32°09'25"	270.00'	151.54'	N22°57'39"E	149.55'



**NOTE:**  
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

FOR AND ON BEHALF OF  
MANHARD CONSULTING



# Manhard

## CONSULTING

7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com  
Civil Engineering | Surveying & Geospatial Services | GIS  
Water Resource Management | Construction Management

<b>I-MX-8 OU-1 AIO - ZONE LOT</b>	
<b>CITY AND COUNTY OF DENVER, COLORADO</b>	
<b>EXHIBIT A</b>	
PROJ. MGR.: <u>DBS</u>	SHEET
DRAWN BY: <u>JLM</u>	<b>5</b> OF <b>5</b>
DATE: <u>11/23/21</u>	<b>OTJDNCO02</b>
SCALE: <u>N/A</u>	



12/31/2020 11:55 AM  
City & County of Denver  
Electronically Recorded

R \$13.00

D \$0.00


MIS

**Statement of Authority**  
**(C.R.S. §38-30-172)**

1. This Statement of Authority relates to an entity named ACM High Point VI C LLC.
2. The type of entity is a limited liability company.
3. The entity is formed under the laws of Delaware.
4. The mailing address for the entity is: 4100 E. Mississippi Ave. Suite 500. Denver, CO 80246.
5. The name and position of each person or entity authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:  
Andrew R. Klein, Authorized Signatory
6. The authority of the foregoing to bind the entity is not limited.
7. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.

Executed this 31st day of December, 2020.

**ACM High Point VI C LLC**  
a Delaware Limited Liability Company

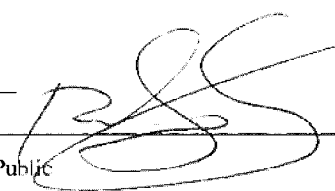
By:   
**Andrew R. Klein, Authorized Signatory**

STATE OF Colorado )  
COUNTY OF Arapahoe )ss.

The foregoing instrument was acknowledged before me this 12 day of December, 2020, by **Andrew R. Klein**, as Authorized Signatory of **ACM High Point VI C LLC**, a Delaware Limited Liability Company.

Witness my hand and official seal.

My commission expires: 12/31/23

  
Notary Public

**PATRICK JOHN SCHMITZ**  
NOTARY PUBLIC  
STATE OF COLORADO  
Notary ID 20154049532  
My Commission Expires December 31, 2023





**PREVENT WIRE FRAUD!**  
Please call a member of our closing team when initiating a wire transfer or providing wire instructions.

**Pan Am Title, LLC**  
**CUSTOMER DISTRIBUTION**

Order No.: 20-0036

**Property Address:** Vacant Land, Denver, CO

---

**For Closing Assistance**  
Trish Dunbar  
4100 E. Mississippi Ave., Suite 420  
Denver, CO 80246  
720-900-0903  
[trish@panamtitle.com](mailto:trish@panamtitle.com)

**For Title Assistance**  
Bill Brendemuhl  
4100 E. Mississippi Ave., Suite 420  
Denver, CO 80246  
720-900-0904  
[bbrendemuhl@clmatty.com](mailto:bbrendemuhl@clmatty.com)

Company License: CO575906

---

**PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS**

**Bottling Group, LLC, a Delaware limited liability company**  
700 Anderson Hill Road,  
Purchase, NY 10577  
Attn: Martyn Wallace, Director of Real Estate  
914-767-6543

**Martyn Wallace**  
[Martyn.Wallace1@pepsico.com](mailto:Martyn.Wallace1@pepsico.com)

**David Patrick**  
[David.Patrick@pepsico.com](mailto:David.Patrick@pepsico.com)

**Steve Lawrence**  
[steve.lawrence@pepsico.com](mailto:steve.lawrence@pepsico.com)

**Brian J. Connolly**  
[bconnolly@ottenjohnson.com](mailto:bconnolly@ottenjohnson.com)

**Alex Haggarty, Esq.**  
[ahaggarty@ottenjohnson.com](mailto:ahaggarty@ottenjohnson.com)

**Linda M. O'Neal**  
[loneal@ottenjohnson.com](mailto:loneal@ottenjohnson.com)

**ACM High Point VI C LLC, a Delaware limited liability company**  
4100 East Mississippi Avenue, Suite 500  
Glendale, CO 80246  
303-984-9800

**Andrew Klein**  
[aklein@westsideinv.com](mailto:aklein@westsideinv.com)

**Michael J. Schroeder**  
[mschroeder@westsideinv.com](mailto:mschroeder@westsideinv.com)

**Mark Witkiewicz**  
[MarkW@westsideinv.com](mailto:MarkW@westsideinv.com)

**Kevin Smith**  
[ksmith@westsideinv.com](mailto:ksmith@westsideinv.com)

**Glenn Dyke**  
[Glenn.Dyke@cbre.com](mailto:Glenn.Dyke@cbre.com)

**James M. Bolt**  
[James.Bolt@cbre.com](mailto:James.Bolt@cbre.com)



YOUR TITLE & ESCROW COMPANY

4100 E. Mississippi Ave., Suite 420

Denver, CO 80246

Phone: (720)900-0901

**NOTICE TO REAL PROPERTY PURCHASERS  
FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT  
"FIRPTA"  
WITHHOLDING REQUIREMENTS**

**A TAX OF 10%, 15% OR MORE, PAYABLE TO THE IRS BY PURCHASER, MAY BE REQUIRED, IF THE SELLER IS NOT A CITIZEN OF THE UNITED STATES:**

**I. IF THE BUYER DOES NOT PLAN TO USE THE PROPERTY AS ITS PRIMARY RESIDENCE:**

IN ALL CASES, THE BUYER IS REQUIRED TO WITHHOLD AND PAY TO THE IRS, 15% OF THE PURCHASE PRICE.

**II. IF BUYER PLANS TO USE THE PROPERTY AS IT'S PRIMARY RESIDENCE:**

A. IF THE SALES PRICE IS \$300,000 OR LESS, AND THE BUYER COMPLETES IRS FIRPTA AFFIDAVIT, THE SELLER WILL BE EXEMPT, AND NO BUYER WITHHOLDING WILL BE REQUIRED.

B. IF THE SALES PRICE IS BETWEEN \$300,000 AND \$1,000,000, BUYER MUST WITHHOLD 10% OF THE SALES PRICE.

C. IF THE SALES PRICE IS MORE THAN \$1,000,000, BUYER MUST WITHHOLD 15% OF THE SALES PRICE.

**III. IN ALL REAL PROPERTY CLOSINGS OF PAN AM TITLE, LLC, THE SELLER MAY AUTHORIZE PAN AM TITLE, LLC TO REMIT THE FOREGOING WITHHOLDING TO THE IRS, BY COMPLETING AND SIGNING IRS FORM 8288.**

**IV. SPECIAL RULES APPLY TO REAL ESTATE OWNED BY A FOREIGN CORPORATION, PARTNERSHIPS, TRUSTS, ESTATES AND REITS, REFER TO SECTION 1445 OR IRS PUBLICATION 515 OF THE IRS.**

**Pan Am Title, LLC cannot give legal or tax advice. Parties are encouraged to obtain such advice from a lawyer, CPA or other professional.**



# Estimate of Title Fees

**Remit payment to:**

Pan Am Title, LLC  
4100 E. Mississippi Ave., Suite 420  
Denver, CO 80246  
(720)900-0901

---

**Date:** August 26, 2021

**File number:** 20-0036

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**Property:**

Vacant Land  
Denver, CO

**Buyer/Borrower:** Bottling Group, LLC, a Delaware limited liability company

**Seller:** ACM High Point VI C LLC, a Delaware limited liability company

---

DESCRIPTION	AMOUNT
Extended Coverage Owner's Policy (\$33,201,432.00)	22,729.00
Colorado Form 100.31-06 (for EX. 62, 65 and 68)	2,000.00
ALTA Endorsement 28.3-06 (for EX. 66)	2,000.00
Tax Certs (4)	120.00
<b>Total amount due:</b>	<b>\$ 26,849.00</b>

---

If Pan Am Title, LLC will be closing the transaction, the fees listed above will be collected at closing

THANK YOU FOR YOUR ORDER!





## FIDELITY NATIONAL TITLE INSURANCE COMPANY

### COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY

#### NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, *Fidelity National Title Insurance Company*, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 Months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### COMMITMENT CONDITIONS

##### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance Issued[ by Fidelity National Title Insurance Company]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; [and] Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



## FIDELITY NATIONAL TITLE INSURANCE COMPANY

- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements; [and]
  - (f) Schedule B, Part II — Exceptions[; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

#### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

#### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

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## FIDELITY NATIONAL TITLE INSURANCE COMPANY

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment,
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

### 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

### 9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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## FIDELITY NATIONAL TITLE INSURANCE COMPANY

### **Transaction Identification Data for reference only:**

Issuing Agent: Pan Am Title, LLC  
Issuing Office: 4100 E. Mississippi Ave., Suite 420, Denver, CO 80246  
ALTA® Universal ID:  
Loan ID No.:  
Commitment No.: 20-0036  
Issuing Office File No.: 20-0036  
Property Address: Vacant Land, Denver, CO  
Revision No.: 6

### **SCHEDULE A**

1. Commitment Date: August 23, 2021 at 05:00 PM
2. Policy to be issued:
  - (a)  ALTA Owners Policy (06/17/06) with Extended Coverage  
Proposed Insured: Bottling Group, LLC, a Delaware limited liability company  
Proposed Policy Amount: \$33,201,432.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:  
ACM High Point VI C LLC, a Delaware limited liability company
5. The Land is described as follows:  
See attached Exhibit A.

Countersigned:

---

Bill Brendemuhl, Esq.  
Authorized Signatory  
Pan Am Title, LLC 575906  
4100 E. Mississippi Avenue  
Suite 725  
Denver, CO 80246  
Tel: (720) 900-0901

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## FIDELITY NATIONAL TITLE INSURANCE COMPANY

### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. INTENTIONALLY DELETED.
6. EVIDENCE SATISFACTORY TO THE COMPANY THAT ALL ASSESSMENTS FOR COMMON EXPENSES DUE UNDER THE PROTECTIVE COVENANTS REFERRED TO IN SCHEDULE B, SECTION 2 HEREOF, HAVE BEEN PAID.
7. A COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR BOTTLING GROUP, LLC, A DELAWARE LIMITED LIABILITY COMPANY MUST BE FURNISHED TO PAN AM TITLE LLC. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

8. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF BOTTLING GROUP LLC, A DELAWARE LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

9. SPECIAL WARRANTY DEED FROM ACM HIGH POINT VI C LLC, A DELAWARE LIMITED LIABILITY COMPANY TO BOTTLING GROUP LLC, A DELAWARE LIMITED LIABILITY COMPANY, CONVEYING SUBJECT PROPERTY.

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## SCHEDULE B, PART I

(Continued)

10. SELLER AND BUYER MUST EXECUTE A NOTARIZED FINAL LIEN AFFIDAVIT.

NOTE: REQUIREMENTS TO DELETE THE PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED

A. NOTE: ITEMS 1-3 OF THE STANDARD EXCEPTIONS ARE DELETED.

B. UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM 4 OF THE PRINTED EXCEPTIONS, WILL BE AMENDED TO READ:

ITEM 4 OF THE PRINTED EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF ACM HIGH POINT VI C LLC, A DELAWARE LIMITED LIABILITY COMPANY.

FIDELITY NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF BOTTLING GROUP LLC, A DELAWARE LIMITED LIABILITY COMPANY.

C. ITEM 5 OF THE PRINTED EXCEPTIONS WILL BE DELETED IF PAN AMERICAN TITLE AND ESCROW, LLC CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

D. UPON PROOF OF PAYMENT OF 2020 TAXES AND ASSESSMENTS, ITEM 6 OF THE PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR YEAR 2021 AND SUBSEQUENT YEARS.

NOTE: ITEM 7 OF THE STANDARD EXCEPTIONS IS HEREBY DELETED.

NOTE: THE ISSUANCE OF THE POLICIES AND/OR ENDORSEMENTS REFERENCED IN THIS COMMITMENT ARE SUBJECT TO THE APPROVAL OF THE UNDERWRITER OF SAID POLICIES AND/OR ENDORSEMENTS. THIS COMMITMENT MAY BE REVISED AS REQUIRED BY THE UNDERWRITER TO ISSUE THE POLICIES AND/OR ENDORSEMENTS REQUESTED. THIS NOTE WILL BE DELETED UPON THE RECEIPT OF SAID APPROVAL.

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## SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, or claims of easements, not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Any liens, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
6. a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceeding by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES, IF ANY.

NOTE: THE ABOVE EXCEPTION WILL BE DELETED FROM THE OWNER'S POLICY TO BE ISSUED UPON RECEIPT OF A SELLER'S FINAL LIEN AFFIDAVIT DISCLOSING NO LEASES AND/OR TENANCIES.

9. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED SEPTEMBER 30, 2005 AT RECEPTION NO. [2005165621](#).

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## SCHEDULE B, PART II

(Continued)

10. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED JANUARY 17, 2006 AT RECEPTION NO. [2006010581](#); FIRST AMENDMENT RECORDED JANUARY 15, 2008 AT RECEPTION NO. [2008005302](#); SECOND AMENDMENT RECORDED FEBRUARY 26, 2010 AT RECEPTION NO. [2010022814](#).

ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED MAY 12, 2006 AT RECEPTION NO. [2006074494](#).

ASSIGNMENT OF DECLARANT'S RIGHTS UNDER MASTER DECLARATION FOR HIGH POINT RECORDED JULY 21, 2017 AT RECEPTION NO. [2017095538](#).

PARTIAL ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS UNDER MASTER DECLARATION FOR HIGH POINT RECORDED DECEMBER 31, 2020 UNDER RECEPTION NO. [2020221052](#).

SUPPLEMENTAL DECLARATION RECORDED \_\_\_\_\_ AT RECEPTION NO. \_\_\_\_\_.

TERMS, CONDITIONS AND PROVISIONS OF THE DEVELOPER COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED \_\_\_\_\_ UNDER RECEPTION NO. \_\_\_\_\_.

11. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN DECLARATION OF RESTRICTIVE COVENANT RECORDED SEPTEMBER 30, 2005 AT RECEPTION NO. [2005165620](#).
12. INTENTIONALLY DELETED.
13. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT FOR TOWER ROAD SEWER LINE RECORDED MARCH 26, 1992 AT RECEPTION NO. [R-92-0029382](#).
14. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT BY AND BETWEEN VAN SCHAACK HOLDINGS, LTD. AND THE DENVER WATER DEPARTMENT RECORDED NOVEMBER 25, 1997 AT RECEPTION NO. [9700159345](#).
15. INTENTIONALLY DELETED.
16. INTENTIONALLY DELETED.
17. INTENTIONALLY DELETED.
18. INTENTIONALLY DELETED.

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## SCHEDULE B, PART II

(Continued)

19. INTENTIONALLY DELETED.
20. TERMS, CONDITIONS AND PROVISIONS OF AIR RIGHTS COVENANT AND AVIGATION EASEMENT RECORDED FEBRUARY 03, 2000 AT RECEPTION NO. [2000016828](#).
21. TERMS, CONDITIONS AND PROVISIONS OF AIR RIGHTS COVENANT AND AVIGATION EASEMENT RECORDED FEBRUARY 03, 2000 AT RECEPTION NO. [2000016832](#).
22. INTENTIONALLY DELETED.
23. INTENTIONALLY DELETED.
24. TERMS, CONDITIONS AND PROVISIONS OF ZONING ORDINANCE #139, SERIES OF 2000 RECORDED FEBRUARY 25, 2000 AT RECEPTION NO. [2000026687](#).

NOTE: THE ABOVE EXCEPTION WILL BE DELETED FROM THE OWNER'S POLICY TO BE ISSUED UPON ZONING UPDATED FOR SUBJECT PROPERTY.

25. INTENTIONALLY DELETED.
26. INTENTIONALLY DELETED.
27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN JOINT DEVELOPMENT AGREEMENT RECORDED JULY 14, 2005 AT RECEPTION NO. [2005118018](#).
28. TERMS, CONDITIONS AND PROVISIONS OF ZONING ORDINANCE #679, SERIES OF 2005 RECORDED SEPTEMBER 23, 2005 AT RECEPTION NO. [2005161170](#).

NOTE: RECORDING OF WAIVERS OF CERTAIN RIGHT AND/OR RESONABLE CONDITIONS IN ACCORDANCE WITH ARTICLE IX OF THE REVISED MUNICIPAL CODE OF THE CITY AND COUNTY OF DENVER (ZONING CHAPTER) RECORDED OCTOBER 12, 2005 AT RECEPTION NO. [2005173072](#) AND [2005173073](#).

NOTE: THE ABOVE EXCEPTION WILL BE DELETED FROM THE OWNER'S POLICY TO BE ISSUED UPON ZONING UPDATED FOR SUBJECT PROPERTY.

29. TERMS, CONDITIONS AND PROVISIONS OF GRANT OF AVIGATION EASEMENT RECORDED SEPTEMBER 30, 2005 AT RECEPTION NO. [2005165618](#).
30. TERMS, CONDITIONS AND PROVISIONS OF PLAIN LANGUAGE NOTICE-PROXIMITY TO AIRPORT RECORDED SEPTEMBER 30, 2005 AT RECEPTION NO. [2005165619](#).
31. TERMS, CONDITIONS AND PROVISIONS OF HIGHPOINTE AT DIA GENERAL DEVELOPMENT PLAN RECORDED OCTOBER 06, 2005 AT RECEPTION NO. [2005169315](#), AND AMENDMENT NO. 1 RECORDED OCTOBER 25, 2010 AT RECEPTION NO. [2010122260](#).
32. INTENTIONALLY DELETED.

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## SCHEDULE B, PART II

(Continued)

33. [LARGE PLANNED COMMUNITY AFFIDAVIT RECORDED MAY 24, 2006 AT RECEPTION NO. 2006082276.](#)

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## SCHEDULE B, PART II

(Continued)

34. ANY TAX, LIEN, FEE OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 26, 2006 AT RECEPTION NO. [2006099360](#), INSTRUMENT RECORDED NOVEMBER 17, 2009 AT RECEPTION NO. [2009150705](#) AND INSTRUMENT RECORDED APRIL 21, 2016 AT RECEPTION NO. [2016052381](#) AND INSTRUMENT RECORDED SEPTEMBER 22, 2017 AT RECEPTION NO. [2017125537](#) AND INSTRUMENT RECORDED APRIL 4, 2018 AT RECEPTION NO. [2018039127](#) AND INCLUSION OF SUBJECT PROPERTY IN THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 13 AS EVIDENCED BY INSTRUMENT RECORDED JUNE 26, 2006 AT RECEPTION NO. [2006099361](#) AND RECORDED APRIL 3, 2018 AT RECEPTION NO. [2018038635](#).

JOINT RESOLUTION OF DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT AND COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 13 REGARDING THE IMPOSITION OF FACILITIES FEES RECORDED DECEMBER 9, 2008 AT RECEPTION NO. [2008165980](#).

JOINT RESOLUTION OF DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT AND COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 13 REGARDING THE IMPOSITION OF A MAINTENANCE FEE RECORDED DECEMBER 9, 2008 AT RECEPTION NO. [2008165981](#).

JOINT RESOLUTION OF DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT AND COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 13 REGARDING THE IMPOSITION OF REGIONAL DEVELOPMENT FEE RECORDED DECEMBER 9, 2008 AT RECEPTION NO. [2008165982](#).

JOINT RESOLUTION OF DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT AND COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14 REGARDING THE IMPOSITION OF REGIONAL DEVELOPMENT FEE RECORDED DECEMBER 9, 2008 AT RECEPTION NO. [2008165983](#).

JOINT RESOLUTION OF DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT AND COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14 REGARDING THE IMPOSITION OF FACILITIES FEES RECORDED JANUARY 8, 2009 AT RECEPTION NO. [2009002228](#).

JOINT RESOLUTION OF DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT AND COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 13 REGARDING THE IMPOSITION OF REGIONAL DEVELOPMENT FEE RECORDED JUNE 22, 2018 AT RECEPTION NO. [2018077369](#).

JOINT RESOLUTION OF DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT AND COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14 REGARDING THE IMPOSITION OF REGIONAL DEVELOPMENT FEE RECORDED JUNE 22, 2018 AT RECEPTION NO. [2018077370](#).

JOINT RESOLUTION OF DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT AND COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 13 REGARDING THE IMPOSITION OF REGIONAL DEVELOPMENT FEE RECORDED APRIL 2, 2019 AT RECEPTION NO. [2019037822](#).

JOINT RESOLUTION OF DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT AND COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14 REGARDING THE IMPOSITION OF REGIONAL DEVELOPMENT FEE RECORDED APRIL 2, 2019 AT RECEPTION NO. [2019037823](#).

NOTICES CONCERNING DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT, COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 13 AND COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14 RECORDED JANUARY 30, 2007 AT RECEPTION NO. [2007014752](#), JANUARY 28, 2008 AT RECEPTION NO. [2008010991](#), JANUARY 30, 2009 AT

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## SCHEDULE B, PART II

(Continued)

RECEPTION NO. [2009010834](#), JANUARY 26, 2010 AT RECEPTION NO. [2010009208](#), JANUARY 25, 2011 AT RECEPTION NO. [2011009274](#) JANUARY 26, 2012 AT RECEPTION NO. [2012009809](#) AND JANUARY 29, 2013 AT RECEPTION NO. [2013013305](#) AND JANUARY 26, 2018 AT RECEPTION NO. [2018010183](#).

NOTE: ORDER OF EXCLUSION FROM THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14 RECORDED NOVEMBER 17, 2009 AT RECEPTION NO. [2009150706](#) AND AMENDED EXCLUSION RECORDED APRIL 3, 2018 AT RECEPTION NO. [2018038799](#). ORDERS FOR INCLUSION RECORDED APRIL 21, 2016 AT RECEPTION NO. [2016052381](#) AND JUNE 22, 2016 AT RECEPTION NO. [2016081410](#).

35. INTENTIONALLY DELETED.
36. INTENTIONALLY DELETED.
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## SCHEDULE B, PART II

(Continued)

54. INTENTIONALLY DELETED.
55. TERMS, CONDITIONS AND PROVISIONS OF THE HIGH POINT RESTRICTIVE COVENANTS, EASEMENTS AND AGREEMENT RECORDED DECEMBER 23, 2015 AT RECEPTION NO. [2015000106639](#). (ADAMS COUNTY) FIRST AMENDMENT TO HIGH POINT RESTRICTIVE COVENANTS, EASEMENTS AND AGREEMENT RECORDED DECEMBER 30, 2016 AT RECEPTION NO. [2016000114609](#). (ADAMS COUNTY)
56. INTENTIONALLY DELETED.
57. INTENTIONALLY DELETED.
58. INTENTIONALLY DELETED.
59. INTENTIONALLY DELETED.
60. INTENTIONALLY DELETED.
61. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF DRAINAGE AGREEMENT ASSIGNMENT AND ASSUMPTION OF DRAINAGE AGREEMENT, AND CONSENT TO ASSIGNMENT RECORDED JULY 21, 2017 AT RECEPTION NO. [2017095539](#).
62. MINERAL DEED RECORDED JULY 21, 2017 AT RECEPTION NO. [2017095540](#).
63. OIL AND GAS LEASE BETWEEN COPPER TRAIL ENERGY FUND I, LP AND BISON OIL & GAS, LLC, RECORDED JULY 21, 2017 AT RECEPTION NO. [2017095541](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
64. OIL AND GAS LEASE BETWEEN ACM HIGH POINT VI LLC, A DELAWARE LIMITED LIABILITY COMPANY AND BISON OIL & GAS, LLC, RECORDED JULY 21, 2017 AT RECEPTION NO. [2017095542](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
65. MINERAL DEED RECORDED JULY 21, 2017 AT RECEPTION NO. [2017095543](#).
66. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SURFACE USE AGREEMENT RECORDED JULY 21, 2017 AT RECEPTION NO. [2017095544](#).  
FIRST AMENDMENT RECORDED APRIL 2, 2019 AT RECEPTION NO. [2019037919](#) AND RECORDED MAY 1, 2019 AT RECEPTION NO. [2019052240](#) AND SECOND AMENDMENT RECORDED MARCH 26, 2019 AT RECEPTION NO. [2019033932](#) AND RECORDED MAY 2, 2019 AT RECEPTION NO. [2019052782](#).
67. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED OCTOBER 19, 2017 AT RECEPTION NO. [2017137572](#).
68. MINERAL DEED RECORDED NOVEMBER 16, 2017 AT RECEPTION NO. [2017150626](#).

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## SCHEDULE B, PART II

(Continued)

69. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF COVENANTS CONCERNING PAYMENT IN LIEU OF TAXES RECORDED APRIL 11, 2018 AT RECEPTION NO. [2018042250](#).
70. INTENTIONALLY DELETED.
71. OIL AND GAS LEASE BETWEEN COPPER TRAIL ENERGY FUND I, LP AND CTEF I WI, LLC, RECORDED MARCH 08, 2019 AT RECEPTION NO. [2019027872](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
72. INTENTIONALLY DELETED.
73. INTENTIONALLY DELETED.
74. INTENTIONALLY DELETED.
75. TERMS, CONDITIONS AND PROVISIONS OF THE RESERVATIONS AND EASEMENTS AS CONTAINED IN SPECIAL WARRANTY DEED RECORDED \_\_\_\_\_ AT RECEPTION NO. \_\_\_\_\_.
76. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/NSPS LAND TITLE SURVEY DATED DECEMBER 14, 2020 AND LAST REVISED DECEMBER 23, 2020, PREPARED BY MARTIN/MARTIN CONSULTING ENGINEERS, JOB NO. 20.1274.C.86
- SAID DOCUMENT STORED AS OUR IMAGE [1274](#)
- A. ANY INTEREST WHICH MAY HAVE BEEN ACQUIRED BY THE PUBLIC IN AND TO THE DIRT ROAD TRAVERSING SUBJECT PROPERTY.
- B. FENCE LINES ALONG THE EXTERIOR BOUNDARIES OF THE SUBJECT PROPERTY DO NOT COINCIDE WITH SAID BOUNDARIES.
77. TERMS, CONDITIONS AND PROVISIONS OF THE RESERVATIONS AND EASEMENTS AS CONTAINED IN SPECIAL WARRANTY DEED RECORDED DECEMBER 31, 2020 AT RECEPTION NO. [2020221051](#).

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## FIDELITY NATIONAL TITLE INSURANCE COMPANY

### EXHIBIT A

The Land is described as follows:

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, S00°29'06"W A DISTANCE OF 1410.41 FEET; THENCE N89°31'42"W A DISTANCE OF 2646.34 FEET; THENCE S00°40'12"W A DISTANCE OF 482.58 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF HIGH POINT BOULEVARD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) CONSECUTIVE COURSES;

- 1) N89°19'48"W A DISTANCE OF 42.00 FEET;
- 2) THENCE 195.76 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 89°43'46", AND A CHORD WHICH BEARS S45°32'05"W A DISTANCE OF 176.36 FEET TO A POINT OF REVERSE CURVATURE;
- 3) THENCE 550.57 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 799.00 FEET, A CENTRAL ANGLE OF 39°28'53", AND A CHORD WHICH BEARS S70°39'31"W A DISTANCE OF 539.75 FEET TO A POINT ON THE EASTERLY LINE OF TRACT F, WEST FORK OPEN SPACE;

THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FIFTEEN (15) CONSECUTIVE COURSES;

- 1) N39°04'55"W A DISTANCE OF 77.00 FEET;
- 2) THENCE 20.60 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 876.00 FEET, A CENTRAL ANGLE OF 01°20'51", AND A CHORD WHICH BEARS S50°14'39"W A DISTANCE OF 20.60 FEET TO A POINT OF REVERSE CURVATURE;
- 3) THENCE 554.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 235.00 FEET, A CENTRAL ANGLE OF 135°08'16", AND A CHORD WHICH BEARS N62°51'38"W A DISTANCE OF 434.44 FEET TO A POINT OF REVERSE CURVATURE;
- 4) THENCE 438.14 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 62°45'30", AND A CHORD WHICH BEARS N26°40'15"W A DISTANCE OF 416.56 FEET;
- 5) THENCE N58°03'00"W A DISTANCE OF 89.62 FEET TO A POINT OF CURVATURE;
- 6) THENCE 80.02 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 57°18'36", AND A CHORD WHICH BEARS N29°23'42"W A DISTANCE OF 76.73 FEET;
- 7) THENCE N00°44'25"W A DISTANCE OF 235.61 FEET TO A POINT OF CURVATURE;
- 8) THENCE 169.52 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 620.00 FEET, A CENTRAL ANGLE OF 15°39'56", AND A CHORD WHICH BEARS N08°34'23"W A DISTANCE OF 168.99 FEET;
- 9) THENCE N16°24'21"W A DISTANCE OF 195.66 FEET TO A POINT OF CURVATURE;
- 10) THENCE 122.03 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 45°06'33", AND A CHORD WHICH BEARS N06°08'55"E A DISTANCE OF 118.90 FEET;

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## EXHIBIT A

(Continued)

- 11) THENCE N28°42'11"E A DISTANCE OF 258.32 FEET TO A POINT OF CURVATURE;
- 12) THENCE 263.18 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 40°45'16", AND A CHORD WHICH BEARS N08°19'34"E A DISTANCE OF 257.67 FEET TO A POINT OF REVERSE CURVATURE;
- 13) THENCE 44.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 51°05'26", AND A CHORD WHICH BEARS N13°29'39"E A DISTANCE OF 43.12 FEET TO A POINT OF REVERSE CURVATURE;
- 14) THENCE 151.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 32°09'25", AND A CHORD WHICH BEARS N22°57'39"E A DISTANCE OF 149.55 FEET;
- 15) THENCE N06°52'57"E A DISTANCE OF 77.29 FEET TO A POINT ON THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3;

THENCE ALONG NORTHERLY LINE, S89°54'36"E A DISTANCE OF 1282.45 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, S89°56'18"E A DISTANCE OF 2641.92 FEET TO THE POINT OF BEGINNING.

### BASIS OF BEARINGS

BEARINGS ARE BASED ON AN ASSUMED BEARING OF S89°54'36"E ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP PLS #20699 IN RANGE BOX AT THE NORTHWEST CORNER AND A FOUND 3-1/4" ALUMINUM CAP PLS #25379 AT THE NORTH QUARTER CORNER.

PREPARED BY SCOTT A. AREHART, PLS  
FOR AND ON BEHALF OF  
MARTIN/MARTIN, INC.  
12499 WEST COLFAX AVENUE  
LAKEWOOD, COLORADO 80215

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## PAN AM TITLE, LLC DISCLOSURE STATEMENT

**Note:** Pursuant to CRS 10-11-122, notice is hereby given that:

- The Subject real property may be located in a special taxing district.
- A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

**Note:** Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

**Note:** Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Pan Am Title, LLC, conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

**Note:** Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- The Company must receive payment of the appropriate premium.
- If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

**Note:** Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.



## PAN AM TITLE, LLC DISCLOSURE STATEMENT

- That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**Note:** Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Note:** Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



## NOTICE OF PRIVACY POLICY OF PAN AM TITLE, LLC

This Statement is provided to you as a customer of Pan Am Title, LLC.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- Your transactions with, or from the services being performed by us, our affiliates, or others;
- A consumer reporting agency, if such information is provided to us in connection with your transaction; and
- The public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

**WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT PERMITTED BY LAW.**

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

# FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

## **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

## **We may collect Personal Information about you from:**

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

## **Collection of Browsing Information:**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

## **Other Online Specifics:**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons:** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track:** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites:** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information:**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

### **When Information Is Disclosed:**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information:**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information:**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "[California Privacy](#)" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

**For Nevada Residents:** You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [BCPINFO@ag.state.nv.us](mailto:BCPINFO@ag.state.nv.us).

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

**For Vermont Residents:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

### **Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

**BD OMNI #1, LLC**  
**-A COLORADO LIMITED LIABILITY COMPANY-**  
299 MILWAUKEE STREET, SUITE 329  
DENVER, COLORADO 80206

March 15, 2022

Via E-Mail

**To: Ms. Lilly Djanians**

Denver Community Planning and Development  
City & County of Denver

**Cc: Councilwoman Stacie Gilmore**

[stacie.gilmore@denvergov.org](mailto:stacie.gilmore@denvergov.org)

District 11  
City and County of Denver  
Attn: Ms. Melissa Sotelo

**Mr. Stephen Wilson, Senior Development Project Administrator**

Denver Community Planning and Development  
City and County of Denver

RE: **OBJECTION TO:**

- I) LOCATION/USE OF 69<sup>TH</sup> AVENUE EXTENSION FOR PEPSI BOTTLING PLANT;**
- II) NOISE AND POLLUTION CAUSED BY TRUCKS, EMPLOYEE VEHICLES AND MOTORCYCLES;**
- III) INTERFERENCE WITH QUIET AND PEACEFULNESS OF BD OMNI TENANTS, AND THE APPROXIMATE 3,500 DAILY HOTEL GUESTS THAT OCCUPY THE NEARBY 2,500 HOTEL ROOMS;**
- IV) FAR NORTHEAST AREA PLAN AMENDMENT ("PLAN AMENDMENT")  
HIGH POINT ~ PROPOSED PEPSICO BOTTLING PLANT, A/K/A "EMPLOYMENT CENTER NORTH OF 64<sup>TH</sup> AVENUE";**
- V) OFFICIAL MAP AMENDMENT, APPLICATION # 20211-00016 AT 6872 ARGONNE STREET AND 19300 72ND AVENUE FROM C-MU-10 ("MAP AMENDMENT");**
- VI) GENERAL DEVELOPMENT PLAN AMENDMENT NO. 3: 6872 ARGONNE STREET AND 19300 72ND AVENUE (THE "PROPOSED GDP AMENDMENT");**

[Collectively, the Plan Amendment, Map Amendment, and the Proposed GDP Amendment will be referred to as the "Amendments"].

Dear Ms. Djanants:

Please deliver this Objection to the Denver Planning Board on behalf of BD Omni #1, LLC a Colorado Limited Liability Company ("BD Omni") for its review during the upcoming March 16, 2022, meeting. These objections will be supplemented by a verbal presentation to the Planning Board.

**BD OMNI #1, LLC, INTRODUCTION:** BD Omni purchased 6850, 6860 and 6890 Argonne Street, Denver, CO (the "Property") in 2014 (See Exhibit "A"). 6890 Argonne Street is within approximately thirty feet of 69<sup>th</sup> Avenue. The anticipated minimum 282 daily trips by tractor trailer trucks, combined with a to-be-determined number of daily vehicles for the 400+ employees, and motorcycle trips to the new Pepsi Bottling Plant (the "Plant") will generate day and night:

- excessive noise (while some trucks may be somewhat quiet, most are quite loud), and
- exhaust/pollution.

The referenced and estimated 282 truck trips, and the approximate 400 vehicles/day will increase substantially when Phase II of the Plant is completed (2030?). It is suggested by Denver Pepsi Bottling Co. that employee vehicles are supposed to enter/exit from the Plant via High Pointe Boulevard (i.e., and not via 69<sup>th</sup> Avenue), however, this is a suggested not guaranteed routing.

BD Omni's tenants in the building within sixty feet of 69<sup>th</sup> Avenue include an active church [The Archdiocese of Denver (f/b/o: St. Gianna Molla Parish)] using the premises seven days a week, and the state-of-the art video production company (Live On-Line TV Production Co.). Additionally, BD Omni's tenant, Denver Public Schools, operates the Legacy Options High School at the Property (125 students).

**BD OMNI OBJECTION:** BD Omni objects to the failure to notify area businesses (especially upper management of the twenty local hotels) of the proposed ingress/egress to the Plant, the failure to evaluate pollution and noise, and the failure to take into consideration and assess the impact on BD Omni tenants and area occupants. Accordingly, BD Omni objects to the Amendments to the extent ultimate approval by the City and County of Denver results in the use of 69<sup>th</sup> Avenue for truck or vehicular access to the Plant. BD Omni understands the 282 trucks/day is based only on completion of "Phase I" of developing the Plant and further understands the Plant will be occupied daily with approximately 400 to 500 employees. "Phase II" will



absolutely increase the number of square feet considerably (approximately 500,000 SF) and the number of daily tractor trailer trucks, noise and pollution to/from the Plant.

BD Omni submits this Objection to the Denver Planning Board as the Planning Board considers whether to approve submitting the Amendments to the Denver City Council for its ultimate approval May 16, 2022. For the reasons set forth in this Objection, BD Omni requests that the Denver Planning Board not approve the Amendments for final consideration by the Denver City Council.

BD Omni objects to the proposed use of 69<sup>th</sup> Avenue as set forth in the Amendments:

**a. USING 69<sup>TH</sup> AVENUE AS THE PRIMARY EAST-WEST CONNECTION TO THE PEPSI PLANT IS UNSUPPORTED BY THE AMENDMENTS AND IS NOT ADDRESSED IN THE “DECEMBER 15, 2021, DENVER PEPSI BOTTLING CO. RELOCATION – MOBILITY STUDY” (THE “STUDY”).**

- i. The GDP Amendment references the Study as general support for revised vehicular connections throughout the Denver Northeast Area Plan. The Study, however, failed to analyze using 69th Avenue as the primary (or any) access to Highpoint Boulevard. Nonetheless, and without explanation, the GDP Amendment proposes 69th Avenue as *the* access allowing 282 tractor trailer trucks/day to the Pepsi Plant and is the probable access for the approximate 400 vehicles that may purportedly be requested to access the Plant via High Pointe Boulevard.
- ii. The Study failed to:
  1. question the impact on BD Omni’s property and the 3,500 people staying in the local hotels;
  2. gather information (e.g., noise levels from the existing Pepsi Bottling facility on Brighton Blvd.);
  3. assess the impact on local hotels (approximately 20); or
  4. evaluate the impact on tenants’ businesses and traffic flow to/from BD Omni’s Property.

2. **THE STUDY PROVES TRUCK ACCESS TO THE PROPOSED 1.2MM SF DENVER PEPSI BOTTLING CO. (“PEPSI”) SHOULD BE VIA 71<sup>ST</sup> AVENUE, NOT 69<sup>TH</sup> AVENUE.**

a. The Study:

1. *Acknowledged* (p. 5) that Pepsi proposed truck access from Tower Road and 72<sup>nd</sup> Avenue (i.e., **not** 69<sup>th</sup> Avenue).
2. *Focused* its study/analytics on twelve intersections; the 69<sup>th</sup> Avenue at Argonne Street intersection, however, was **not** studied.
3. *Failed to* [whether on purpose or by mistake, the Study only referenced “several hotels” in the area – this is substantially incorrect. There are approximately 20 hotels, with approximately 2,500 rooms, and approximately 3,500 people in the area which, along with tenants of BD Omni, will be blasted daily/nightly by the noise of the trucks, motorcycles and cars]:
  - a. recognize, evaluate, or assess the increased traffic to/from the Plant on the approximate twenty hotels in the immediate area;
  - b. address, evaluate noise levels (trucks, motorcycles, vehicular traffic) at the current Pepsi Plant on Brighton Boulevard and extrapolate what noise levels and pollution will be at the Plant.
  - c. identify and deliver to upper management of the 20 hotels in the area and other business owners for comment information related to the Study and the proposed access to the Plant via 69<sup>th</sup> Avenue.
4. *Determined*:
  - a. The proposed roadway system analyzed in the Study (which excluded 69<sup>th</sup> Avenue) “can adequately accommodate projected traffic volumes” related to Phase I and Phase II developments of the Plant (p.41).
5. *Concluded*:
  - a. “Proposed access” as proposed by Pepsi will be on 72nd Avenue for truck traffic (p. 5);

- b. For the 71st at Argonne Street intersection, the Level of Service in all relevant categories graded “A” with “no mitigation measure recommended” by the author of the Study, the Fox Tuttle Transportation Group, LLC.
  - i. **Note:** the Study did **not** include or take into consideration in any material manner the intersection of 69<sup>th</sup> Avenue at Argonne Street. It is unclear, therefore, what assessment, evaluation, and independent analysis (if any) concerning 69<sup>th</sup> Avenue was done to justify the proposed use of 69<sup>th</sup> Avenue in order to connect the 282 trucks/day to the Plant.

**3. APPROVING 69<sup>TH</sup> AVENUE AS “THE PRIMARY CONNECTION” FOR TRUCKS TO THE PLANT WILL IMPACT AND SUBSTANTIVELY PREJUDICE THE USE OF BD OMNI’S LEASED PREMISES AT:**

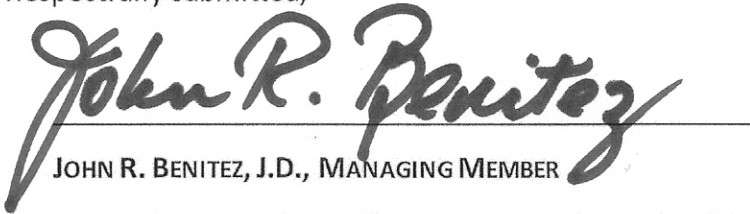
- a. 6890 Argonne Street (approximately sixty feet from 69<sup>th</sup> Avenue) by St. Gianna Molla Parish and the high-end Live-Online TV; and,
- b. 6850 Argonne Street by Denver Public School, Legacy Options High School (125 Students) and Construction Instruction Co. (an educator of state-of-the-art construction techniques); and
- c. 6860 Argonne Street by three commercial tenants.

**4. THE DESIGN OF THE PLANT (A HUGE WINDOWLESS WHITE BOX) FROM RENDERINGS REVIEWED FAILS TO BLEND THE PLANT INTO THE TOPOGRAPHY, BEAUTIFUL FIELDS, AND VISTAS IN THE AREA. IT DOES NOT INCORPORATE THE SPIRIT OF THE WEST.** Existing giga developments (DIA, the Gaylord Rockies Hotel, the Westin Hotel) have carefully designed and invested in their massive developments to blend in with the environment. The outside art/sculptures incorporated in these areas make the area attractive / beautiful. We can and should do much better. The Plant will be at a gateway location for residents and visitors going to/from the airport. It should reflect the traditions and beauty of the West. It does not.

5. IT IS UNCLEAR FROM THE STUDY, OR THE AMENDMENTS, WHETHER OTHER INGRESS/EGRESS POINTS WERE EVALUATED EAST OF, OR CLOSE TO, THE C470/PENA BOULEVARD INTERCHANGE, I.E., SO THE 282 TRUCKS AND ~ 400 VEHICLES PER DAY/NIGHT DO NOT NEED TO USE TOWER ROAD.

BD Omni, therefore, requests that the Denver Planning Board and the Denver City Council deny approval of the Amendments until all of the issues set forth above are reviewed, and redone to the satisfaction of all interested parties.

Respectfully submitted,



JOHN R. BENITEZ, J.D., MANAGING MEMBER

BENITEZ ASSET MANAGEMENT, LLC, CO-MANAGER  
BD OMNI #1, LLC  
JOHN@BENITEZINVESTMENTS.COM



HOWARD DEAN, MANAGING MEMBER

H. DEAN PROPERTIES, LLC, CO-MANAGER  
BD OMNI #1, LLC  
RIVERROGUE@MSN.COM

Exhibit "A"

To:

BD Omni #1, LLC

OBJECTIONS SUBMITTED TO THE DENVER PLANNING BOARD  
DENVER PEPSI BOTTLING PLANT: 69<sup>TH</sup> AVENUE

**Property Address** 6850, 6860 and 6890 Argonne Street, Denver, CO 80249

**Year of Construction** 2008

**Square Feet/Type** Industrial/Flex: Three Separate Buildings  
~ 91,000 SF Total

**6850 Argonne Street:** • Denver Public Schools – Legacy Options High School

**Tenants** • Construction Instruction Co.

**6860 Argonne Street:** • Mortgage Connect Co.  
• Process Specialties Co.

**Tenants** • Raytheon Corporation/Vertex Aerospace

**6890 Argonne Street:** • The Archdiocese of Denver (f/b/o: St. Gianna Molla Parish;

**Tenants** • Live On-Line TV Production Co.

**Co-Managers:** John R. Benitez  
Howard Dean

# Planning Board Comments



Submission date: 16 March 2022, 4:43PM  
Receipt number: 163  
Related form version: 2

## Your information

Name	Kiera Jackson
Address or neighborhood	DIA
ZIP code	80249
Email	kieramjacks@gmail.com

## Agenda item you are commenting on

Rezoning

## Rezoning

Address of rezoning	6972 Argonne Street and 19300 72nd Avenue
Case number	#20211-00016

## Draft plan

Plan area or neighborhood

## Proposed text amendment

Project name

## Historic district application

Name of proposed historic district

## Comprehensive Sign Plan

Address of comprehensive sign plan

Case number

## DURA Renewal Plan

Address of renewal project

Name of project

## Other

Name of project you would like to comment on

## Submit your comments

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

**Strong opposition**

Your comment:

**I strongly oppose PepsiCo's application to amend the FNE Area Plan and rezone our community use area into a manufacturing area. There has been VERY little engagement with the residents directly impacted by this facility in the High Point/DIA neighborhoods. PepsiCo has not addressed our environmental concerns (as this will be the largest facility they've built in North America) nor have they committed to a Community Benefits Agreement. Placing a manufacturing plant next to a school goes AGAINST the spirit of the FNE Area Plan that hundreds of residents participated in.**

If you have an additional document or image that you would like to add to your comment, you may upload it below. Files may not be larger than 5MB.

# Planning Board Comments



Submission date: 23 March 2022, 12:33AM  
Receipt number: 167  
Related form version: 2

## Your information

Name	Rachael Kleintz
Address or neighborhood	19190 E 43rd Ave
ZIP code	80249
Email	raquelfay33@gmail.com

## Agenda item you are commenting on

Other

## Rezoning

Address of rezoning

Case number

## Draft plan

Plan area or neighborhood

## Proposed text amendment

Project name

## Historic district application



Name of proposed historic district

## Comprehensive Sign Plan

Address of comprehensive sign plan

Case number

## DURA Renewal Plan

Address of renewal project

Name of project

## Other

Name of project you would like to comment on

Pepsi Co

## Submit your comments

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

**Strong opposition**

Your comment:

**GVR will be negatively effected if Pepsi builds their LARGEST North American facility within our community. Air quality will get worse, traffic will be more frustrating, housing values will decrease, it will be an eyesore and make people NOT want to live here. For the community already here, it will be very frustrating. We do not want this to happen! The jobs it will produce are not high paying enough to make it a true asset to our area. PLEASE do not allow this to happen.**

If you have an additional document or image that you would like to add to your comment, you may upload it below. Files may not be larger than 5MB.



January 6, 2022

Denver City Council  
c/o Scott Robinson, Senior City Planner  
Department of Community Planning and Development  
City and County of Denver  
200 West Colfax Avenue  
Denver, CO 80202

Dear City Council Members:

Although I cannot comment specifically on Pepsi's plans to construct a new beverage manufacturing plant in the High Point development, I write on behalf of our organization to express our support for Pepsi and its role in the community here in Denver.

The Colorado Hispanic Chamber of Commerce (COHCC) is the State's largest minority chamber, representing over 2,500 members directly throughout the State and more than 120,000 Hispanic-owned businesses in Colorado. Our goals are centered around building a prosperous community through creating economic opportunities for minority-owned businesses.

After serving as the President and CEO of the Colorado Hispanic Chamber of Commerce for over five years, Pepsi is always at the top of the list when I think of great corporate partners. Pepsi, Shawn Early, and their entire team have provided significant financial, in-kind, and staff support. He is a brief list of the highlights of their support.

- Padrino Member: Pepsi has participated and supported the Chamber at our highest level (Padrino) for as long as I can recall.
- Noche NBA: They are an annual partner helping to provide free nuggets tickets to DPS children and teachers
- Leadership Program: Pepsi always provides annual attendees and financial and staff support. Additionally, Shawn Early personally volunteers as one of our highest-rated presenters.
- Boulder County Home Builders Expo for Fire Victims: With three days' notice, Pepsi donated staff and products for two days to support a homebuilders expo.
- Radio Program: Pepsi has consistently supported our daily Spanish radio program.
- Sabor: Pepsi has long supported Sabor with substantial staff, in-kind, financial, and additional resources.
- Soccer Clinic- Pepsi provides staff, products, financial and other resources to help us provide a free soccer clinic with an international professional soccer player.

Pepsi has proven to be a solid corporate citizen and community member in Denver by providing the support above and partnering with us. To the extent Pepsi's proposed expansion will allow it to continue that type of support for other community organizations, we believe that such an opportunity can only benefit the community we serve and us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Ferrufino', with a stylized flourish at the end.

Mike Ferrufino  
President/CEO  
Colorado Hispanic Chamber of Commerce



**Servicios de La Raza**  
Services for the People

April 13, 2022

Denver City Council  
c/o Scott Robinson, Senior City Planner  
Department of Community Planning and Development  
City and County of Denver  
200 West Colfax Avenue  
Denver, CO 80202

Dear City Council Members:

Although I am not able to comment specifically on Pepsi's plans to construct a new beverage manufacturing plant in the High Point development, I write on behalf of our organization to generally express our support for Pepsi and its role in the community here in Denver.

Pepsi has provided significant support for our organization in several areas including monetary, and multiple donations to our food pantry, school backpack distribution event and our annual holiday community distribution events, etc. In providing that support and partnering with us, Pepsi has proven itself to be a strong corporate citizen and community member in Denver. To the extent Pepsi's proposed expansion will allow it to continue that type of support for us and other community organizations, we believe that such an opportunity can only benefit us and the community that we serve.

Sincerely,

Rudy Gonzales  
President/CEO