

## Zone Map Amendment (Rezoning) - Application

|                                                                                                                                                                                                   |                                                                                                                                                                                                                       |                                                                                                                                                                                                                                          |                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| <b>PROPERTY OWNER INFORMATION*</b><br><input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION<br><input checked="" type="checkbox"/> CHECK IF POINT OF CONTACT FOR FEE PAYMENT***      |                                                                                                                                                                                                                       | <b>PROPERTY OWNER(S) REPRESENTATIVE**</b><br><input checked="" type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION<br><input type="checkbox"/> CHECK IF POINT OF CONTACT FOR FEE PAYMENT***                                      |                                 |
| Property Owner Name                                                                                                                                                                               | 2800 Midland LLC                                                                                                                                                                                                      | Representative Name                                                                                                                                                                                                                      | Charlie Deese                   |
| Address                                                                                                                                                                                           | 6240 Smith Road                                                                                                                                                                                                       | Address                                                                                                                                                                                                                                  | 1700 Broadway, ste. 1200        |
| City, State, Zip                                                                                                                                                                                  | Denver, CO 80216                                                                                                                                                                                                      | City, State, Zip                                                                                                                                                                                                                         | Denver, CO 80290                |
| Telephone                                                                                                                                                                                         | 720-639-7608                                                                                                                                                                                                          | Telephone                                                                                                                                                                                                                                | 773.573.3066                    |
| Email                                                                                                                                                                                             | jraddatz@ccdenver.org                                                                                                                                                                                                 | Email                                                                                                                                                                                                                                    | charliedeese@cushingterrell.com |
| *All standard zone map amendment applications must be initiated by owners (or authorized representatives) of at least 51% of the total area of the zone lots subject to the rezoning. See page 4. |                                                                                                                                                                                                                       | **Property owner shall provide a written letter authorizing the representative to act on his/her behalf.<br><br>***If contact for fee payment is other than above, please provide contact name and contact information on an attachment. |                                 |
| <b>SUBJECT PROPERTY INFORMATION</b>                                                                                                                                                               |                                                                                                                                                                                                                       |                                                                                                                                                                                                                                          |                                 |
| Location (address):                                                                                                                                                                               | 831 S. Monaco Street Parkway                                                                                                                                                                                          |                                                                                                                                                                                                                                          |                                 |
| Assessor's Parcel Numbers:                                                                                                                                                                        | 0617308008000                                                                                                                                                                                                         |                                                                                                                                                                                                                                          |                                 |
| Area in Acres or Square Feet:                                                                                                                                                                     | .1618 acres (7,050 SF)                                                                                                                                                                                                |                                                                                                                                                                                                                                          |                                 |
| Current Zone District(s):                                                                                                                                                                         | S-MX-3A                                                                                                                                                                                                               |                                                                                                                                                                                                                                          |                                 |
| <b>PROPOSAL</b>                                                                                                                                                                                   |                                                                                                                                                                                                                       |                                                                                                                                                                                                                                          |                                 |
| Proposed Zone District:                                                                                                                                                                           | S-MU-3                                                                                                                                                                                                                |                                                                                                                                                                                                                                          |                                 |
| <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 checked="" type="checkbox"/> <b>Yes - State the contact name &amp; meeting date</b> Caeli Hill (ARHT) 6/24/2025<br><input type="checkbox"/> <b>No - Describe why not (in outreach attachment, see page 3)</b>  |                                                                                                                                                                                                                                          |                                 |
| Did you contact the City Council District Office, applicable Registered Neighborhood Organization, and adjacent property owners and tenants regarding this application?                           | <input checked="" type="checkbox"/> <b>Yes - State date below and describe method in outreach attachment, see page 3</b><br>CD6 meeting: 12/7/25, RNO email: 1/12/2026, property owners & tenants postcard: 1/28/2026 |                                                                                                                                                                                                                                          |                                 |



**REZONING REVIEW CRITERIA (ACKNOWLEDGE EACH SECTION)**

|                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>General Review Criteria<br/>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 checked="" type="checkbox"/> <b>Consistency with Adopted Plans: The proposed official map amendment is consistent with the City's adopted plans.</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 section.</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, 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>Near Southeast Area Plan</p> |
| <p>General Review Criteria<br/>DZC Sec. 12.4.10.7.A.1</p> <p><b>Only check this box if your application is not consistent with 12.4.10.7.A</b></p>                                                                                                                                                                              | <p><input type="checkbox"/> <b>Community Need Exception: The City Council may approve an official map amendment that does not comply with subsection 12.4.10.7.A if the proposed official map amendment is necessary to provide for an extraordinary community need that was not anticipated at the time of the adoption of the city's plans.</b></p> <p>Please provide a narrative attachment describing <b>how</b> the requested zone district is <b>necessary</b> to provide for an extraordinary community need that was not anticipated at the time of the adoption of the city's plans.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <p>General Review Criteria:<br/>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 the public interest narrative attachment and for consistency with the neighborhood context and the stated purpose and intent of the proposed zone district.</p> | <p><input checked="" type="checkbox"/> <b>Public Interest: The proposed official map amendment is in the Public Interest.</b></p> <p>In the review criteria narrative attachment, please provide an additional section describing <b>how</b> the requested rezoning is in the public interest of the city.</p> <p><input checked="" 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.
- ☒ **Outreach documentation.** Pre-application outreach is required. The minimum requirement is outreach to the City Council District Office, Registered Neighborhood Organizations, and adjacent neighbors. Please describe all community outreach and engagement to these and any other community members or organizations. The outreach documentation must include the type of outreach, who was contacted or met with, the date of the outreach or engagement, and a description of feedback received, if any. If outreach was via email, the applicant may include a copy of the email. The outreach documentation attachment should be sent as a PDF or Word Doc, separate from other required attachments.

## 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)
- ☐ **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.) (if applicable)
- ☒ **Affordable Housing Review Team Acceptance Letter** (if applicable)
- ☒ **Other Attachments.** Please describe below.

Exhibit A: Legal Description  
Exhibit B: Notification/Outreach Emails  
Exhibit C: Neighbor notification postcard  
Exhibit D: Neighbor notification mailing list

# REZONING GUIDE

Rezoning Application Page 4 of 4

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

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

| Property Owner Name(s)<br>(please type or print legibly) | Property Address<br>City, State, Zip<br>Phone<br>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><br>John Alan Smith and<br>Josie Q. Smith  | 123 Sesame Street<br>Denver, CO 80202<br>(303) 555-5555 sample@sample.gov | 100%                                                                 | <i>John Alan Smith</i><br><i>Josie Q. Smith</i>                                                                                                                                                                                                         | 01/12/20        | (A)                                                                                                                                                       | YES                                                            |
| 2800 Midland LLC                                         | 831 S. Monaco Street Parkway<br>Denver, CO                                | 100%                                                                 | Justin Raddatz<br><small>Digitally signed by Justin Raddatz<br/>DN: cn=Justin Raddatz, o=City of<br/>Denver, ou=City of Denver, email=Justin.Raddatz@cityofdenver.org<br/>Reason: I am approving this document<br/>Date: 2020-01-29 13:44:07-00</small> | 1/2<br>9/2<br>6 | C                                                                                                                                                         | YES<br>NO<br>n/a                                               |
|                                                          |                                                                           |                                                                      |                                                                                                                                                                                                                                                         |                 |                                                                                                                                                           | YES<br>NO                                                      |
|                                                          |                                                                           |                                                                      |                                                                                                                                                                                                                                                         |                 |                                                                                                                                                           | YES<br>NO                                                      |
|                                                          |                                                                           |                                                                      |                                                                                                                                                                                                                                                         |                 |                                                                                                                                                           | YES<br>NO                                                      |



## Land Title Guarantee Company

Date: June 17, 2025

Subject: Attached Title Policy 2800 MIDLAND LLC, A COLORADO LIMITED LIABILITY COMPANY for 831 SOUTH MONACO PARKWAY, DENVER, CO 80224

Enclosed please find the Owner's Title Insurance Policy for your purchase of the property listed above.

This title policy is the final step in your real estate transaction, and we want to take a moment to remind you of its importance. Please review all information in this document carefully and be sure to safeguard this policy along with your other legal documents.

Your owner's policy insures you as long as you own the property and requires no additional premium payments.

Please feel free to contact any member of our staff if you have questions or concerns regarding your policy, or you may contact Land Title Policy Team at (303) 850-4158 or [finals@ltgc.com](mailto:finals@ltgc.com)

As a Colorado-owned and operated title company for over 50 years, with offices throughout the state, we take pride in serving our customers one transaction at a time. We sincerely appreciate your business and welcome the opportunity to assist you with any future real estate needs. Not only will Land Title Guarantee Company be able to provide you with the title services quickly and professionally, but you may also be entitled to a discount on title premiums if you sell or refinance the property described in the enclosed policy.

Thank you for giving us the opportunity to work with you on this transaction. We look forward to serving you again in the future.

Sincerely,

Land Title Guarantee Company



## ALTA OWNERS POLICY OF TITLE INSURANCE

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, LAND TITLE INSURANCE CORPORATION, a Colorado corporation (the "Company"), insures, as of the Date of Policy, and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title; Covered Risk 2 includes, but is not limited to, insurance against loss from:
  - (a) a defect in the Title caused by:
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) the failure of a person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized, (including by remote online notarization), or delivered;
    - (iv) a failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
    - (vii) a defective judicial or administrative proceeding; or
    - (viii) the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
  - (b) the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
  - (a) the occupancy, use or enjoyment of the Land;
  - (b) the character, dimensions, or location of an improvement on the Land;
  - (c) the subdivision of the Land; or
  - (d) environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police regulatory or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
  - (a) of the exercise described in an Enforcement Notice; or
  - (b) the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
  - (a) resulting from avoidance, in whole or in part of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
    - (i) fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
    - (ii) voidable transfer under the Uniform Voidable Transactions Act; or
  - (b) because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
    - (i) to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
    - (ii) of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

### DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

Issued by:  
Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
(303)321-1880

Craig B. Rants, Senior Vice President



Land Title Insurance Corporation  
P.O. Box 5645  
Denver, Colorado 80217  
(303)331-6296

John E. Freyer, Jr.  
President

Tracy M. Sickels, Secretary



## EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental remediation or protection.(b) any governmental forfeiture, police, regulatory, or national security power.  
(c) the effect of violation or enforcement of any matter excluded under Exclusion 1(a) or 1(b)  
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to the Date of Policy (Exclusion 3(d) does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - (e) resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
  - (a) fraudulent conveyance or fraudulent transfer;
  - (b) voidable transfer under the Uniform Voidable Transactions Act; or
  - (c) preferential transfer:
    - (i) to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - (ii) for any other reason not stated in Covered Risk 9(b)
5. Any claim of a PACA-PSA Trust, Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy.  
Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2(b)
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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**AMERICAN  
LAND TITLE  
ASSOCIATION**



# CONDITIONS

## 1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- (a) "Affiliate": An Entity:
  - (i) that is wholly owned by the Insured;
  - (ii) that wholly owns the Insured; or
  - (iii) if that Entity and the Insured are both wholly owned by the same person or entity.
- (b) "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8(d); decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- (c) "Date of Policy": The "Date of Policy" stated in Schedule A.
- (d) "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- (e) "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
  - (i) is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
  - (ii) is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
  - (iii) asserts a right to enforce a PACA-PSA Trust.
- (f) "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- (g) "Insured":
  - (i) (a) The Insured named in Item 1 of Schedule A;
  - (b) the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
  - (c) the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
  - (d) the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
  - (e) the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
    - (1) an Affiliate;
    - (2) a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
    - (3) a spouse who receives the Title because of a dissolution of marriage;
    - (4) a transferee by a transfer effective on the death of an Insured as authorized by law; or
    - (5) another Insured named in item 1 of Schedule A.
  - (ii) The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- (h) "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- (i) "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- (j) "Land": The land described in Item 4 of Schedule A, and improvements located on that land at the Date of Policy that by State law constitute real property.- The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (k) "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- (l) "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- (m) "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public, safety, or national security matters.
- (n) "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- (o) "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- (p) "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- (a) retains an estate or interest in the Land;
- (b) owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or
- (c) has liability warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- (a) any litigation or other matter for which the Company may be liable under this policy; or
- (b) any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

## 4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

## 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The



- Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- (b) The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5(b), it must do so diligently.
  - (c) When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## 6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- (i) securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- (ii) any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6(b), unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

## 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance:

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7(a), the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle with Parties other than the Insured or the Insured Claimant:

- (i) To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7(b), the Company's liability and obligations to the Insured under this policy for the claimed loss or damage, terminate, including any obligation to defend, prosecute, or continue any litigation.

## 8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- (a) The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of :
  - (i) the Amount of Insurance; or
  - (ii) the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
- (b) Except as provided in Condition 8(c) or 8(d) the fair market value of the Title in Condition 8(a)(ii) is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
- (c) If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- (d) If the Company pursues its rights under Condition 5(b) and is unsuccessful in establishing the Title, as insured;
  - (i) the Amount of Insurance will be increased by 15%; and
  - (ii) the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8(b) or if it applies, 8(c), to use either the date the settlement, action, proceeding, or other act described in Condition 5(b) is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of Title in Condition 8(a)(ii),
- (e) In addition to the extent of liability for loss or damage under Conditions 8(a) and 8(d), the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

## 9. LIMITATION OF LIABILITY

- (a) The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
  - (i) removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
  - (ii) cures the lack of a right of access to and from the Land; or
  - (iii) cures the claim of Unmarketable Title,
 all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- (b) The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- (c) The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- (d) The Company is not liable for the content of the Transaction Identification Data, if any.

## 10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

## 11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

## 12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

## 13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- (a) If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- (b) If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right to recover until after the Insured Claimant fully recovers its loss.
- (c) The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

## 14. POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- (b) Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
  - (i) modify any prior endorsement,
  - (ii) extend the Date of Policy,
  - (iii) insure against loss or damage exceeding the Amount of Insurance, or
  - (iv) increase the Amount of Insurance.

## 15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, all other provisions will remain in full force and effect.

## 16. CHOICE OF LAW; AND CHOICE OF FORUM

- (a) Choice of Law:

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located. The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.
- (b) Choice of Forum:

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

## 17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: P.O. Box 5440, Denver, Colorado 80217

## 18. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

## 19. ARBITRATION

- (a) All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is \$2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than \$2,000,000, any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at [www.alta.org/arbitration](http://www.alta.org/arbitration). The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at [www.adr.org](http://www.adr.org).
- (b) ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.
- (c) If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.
- (d) Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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Applies to policies in excess of \$500,000.00.

This Certificate is attached to and constitutes a part of The Title Insurance Policy of Land Title Insurance Corporation. In consideration of the premium paid under this policy, it is here by understood and agreed that OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY assumes liability under this policy for all loss in excess of \$500,000.00. In the event of any valid claim under this policy by reason of loss or damage insured against in excess of \$500,000.00, such excess loss shall be assumed and paid by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY in the same manner and to the same extent as if such excess loss had been insured by a policy of OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY. IN WITNESS WHEREOF the OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused this certificate to be executed by its duly authorized officers.

Issued by:  
Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
303-321-1880



Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
A Stock Company  
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607  
(812) 371-1111 [www.oldrepublictitle.com](http://www.oldrepublictitle.com)

By



President

Attest



Secretary



**Land Title Insurance Corporation**  
**Schedule A**

**Order Number:** K70864564

**Policy Number:** 70864564.28594403OY

**Amount of Insurance:** \$460,000.00

**Property Address:**

831 SOUTH MONACO PARKWAY, DENVER, CO 80224

**Date of Policy:**

June 02, 2025 at 5:00 P.M.

**1. The Insured is:**

2800 MIDLAND LLC, A COLORADO LIMITED LIABILITY COMPANY

**2. The estate or interest in the Land insured by this policy is:**

FEE SIMPLE

**3. The Title is vested in:**

2800 MIDLAND LLC, A COLORADO LIMITED LIABILITY COMPANY

**4. The Land is described as follows:**

LOTS 40 AND 41, BLOCK 15, CAPITOL HILL TERRACE, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

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**Land Title Insurance Corporation**  
**(Schedule B)**

**Order Number:** K70864564

**Policy No.:** 70864564.28594403OY

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

**This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A and the following matters:**

- 1. (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.**
- 2. 2025 TAXES AND ASSESSMENTS NOT YET DUE OR PAYABLE.**
- 3. EXISTING LEASES AND TENANCIES.**
- 4. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CAPITOL HILL TERRACE RECORDED JUNE 13, 1961 IN PLAT BOOK A1 AT PAGE [26X](#).**

**Endorsement**

**Attached to Policy Number 70864564.28594403OY**

**Our Order Number 70864564**

**issued by Land Title Insurance Corporation**

The Company hereby modifies the Policy as follows:

If there is a one-to-four family residential structure or condominium unit on the Land at Date of Policy, the Amount of Insurance shown in Schedule A will automatically increase by 10% on each of the first five anniversaries of the Date of Policy.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

**Land Title Insurance Corporation**

**By: LAND TITLE GUARANTEE COMPANY**

A handwritten signature in black ink, appearing to read "CB Rants".

By:  
Craig B. Rants, Senior Vice President

**RESOLUTIONS OF THE BOARD OF DIRECTORS OF  
ARCHDIOCESAN HOUSING, INC.,  
A COLORADO NONPROFIT CORPORATION**

The undersigned, on behalf of Archdiocesan Housing, Inc, a Colorado nonprofit corporation , doing business as Catholic Charities Housing (“CCH”), hereby certifies that the Board of Directors of CCH (the “**Board**”) adopted the resolutions set forth below at its meeting on October 14, 2025, in consideration of the following:

A. CCH is the sole Voting Member of (i) Cathedral Plaza, Inc., a Colorado nonprofit corporation (“**Cathedral**”), (ii) Higgins Plaza, Inc., a Colorado nonprofit corporation (“**Higgins**”), (iii) Holy Family Plaza, Inc., a Colorado nonprofit corporation (“**Holy Family**”), (iv) Marian Plaza, Inc., a Colorado nonprofit corporation (“**Marian**”), (v) St. Martin Plaza, Inc., a Colorado nonprofit corporation (“**St. Martin**”), (vi) Archdiocesan Family Housing, Inc., a Colorado nonprofit corporation (“**AFH**”), (vii) Golden Spike, Inc., a Colorado nonprofit corporation (“**Golden Spike**”), (viii) Holy Cross Village, Inc., a Colorado nonprofit corporation (“**Holy Cross**”), (ix) Machebeuf Apartments, Inc., a Colorado nonprofit corporation (“**Machebeuf**”), (x) Madonna Plaza, Inc., a Colorado nonprofit corporation (“**Madonna**”), (xi) Prairie Rose Plaza, a Colorado nonprofit corporation (“**Prairie Rose**”), (xii) Villa Sierra Madre, Inc., a Colorado nonprofit corporation (“**Villa Sierra**”), (xiii) Villas de Santa Lucia, Inc., a Colorado nonprofit corporation (“**Santa Lucia**”), (xiv) Colorado Affordable Catholic Housing Corporation, a Colorado nonprofit corporation (“**CACHC**”), and (xv) Housing Management Services, Inc., a Colorado nonprofit corporation (“**HMS**”).

B. CCH is the sole shareholder of Loretto/Charities Housing Corporation, a Colorado corporation (“**Loretto**” and, collectively with Cathedral, Higgins, Holy Family, Marian, St. Martin, AFH, Golden Spike, Holy Cross, Machebeuf, Madonna, Prairie Rose, Villa Sierra, Santa Lucia, CACHC, and HMS, the “**Subsidiaries**”).

C. In accordance with its bylaws, CCH desires to appoint the officers of CCH for the coming year.

D. In its capacity as either sole Voting Member or sole shareholder of the Subsidiaries, as applicable, CCH desires to appoint directors and executive officers for each of the Subsidiaries, or to ratify the appointments made by the chief executive officer of the sole Voting Member or sole shareholder of the Subsidiaries, as applicable.

NOW, THEREFORE, BE IT RESOLVED, that:

1. The individuals listed on Exhibit A as CCH Board Officers have been duly nominated and are hereby elected for the term stated.

2. The individual listed on Exhibit A as CCH President is hereby appointed to such executive officer position by the Board. Such individual’s appointment of the remaining CCH Executive Officers also listed on Exhibit A is ratified by the Board.



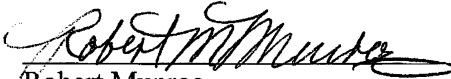
3. To the extent CCH has the authority to directly appoint the directors and executive officers for each of the Subsidiaries listed on Exhibit B, such directors and executive officers are appointed for the term stated.

4. To the extent the chief executive officer or the President of the sole Voting Member or sole shareholder of the Subsidiaries, as applicable, has the authority to appoint the directors and executive officers for each of the Subsidiaries listed on Exhibit B, CCH ratifies such appointments made by the chief executive officer or the President.

5. The President and the Executive Director of CCH are each authorized, empowered, and directed, for and on behalf of CCH, to do or cause to be done any and all acts and things, that he or she determines to be reasonably necessary or appropriate under applicable law to effectuate the matters contemplated by the foregoing resolutions.

6. The Secretary of CCH is directed to retain a copy of this resolution in the corporation's records and the records of each of the Subsidiaries.

Executed this 14<sup>th</sup> day of October, 2025 by the Chair of CCH.

  
Robert Munroe

## EXHIBIT A

### List of CCH Board Officers

| <i>Name</i>     | <i>Position</i> | <i>Term</i>                                                                                        |
|-----------------|-----------------|----------------------------------------------------------------------------------------------------|
| Robert Munroe   | Chair           | October 14, 2025 - October 31, 2026 (or sooner if re-election, removed, or CCH board term expires) |
| Tyler Parry     | Secretary       | October 14, 2025 - October 31, 2026 (or sooner if re-election, removed, or CCH board term expires) |
| Timothy Zaleski | Treasurer       | October 14, 2025 - October 31, 2026 (or sooner if re-election, removed, or CCH board term expires) |

### List of CCH Executive Officers

| <i>Name</i>     | <i>Position</i>    | <i>Term</i>   |
|-----------------|--------------------|---------------|
| Darren Walsh    | President          | Until removed |
| Justin Raddatz  | Executive Director | Until removed |
| Philip Vottiero | VP of Finance      | Until removed |

**EXHIBIT B**

**List of Directors and Executive Officers for CCH Subsidiaries**

*(attached)*

**Directors appointed by the chief executive officer of CCH as the Voting Member, with consultation of the CCH Board:**

| <i>Subsidiary</i>                 | <i>Directors Appointed</i>                      | <i>Term</i>                                                                                        |
|-----------------------------------|-------------------------------------------------|----------------------------------------------------------------------------------------------------|
| Cathedral Plaza, Inc.             | Robert Munroe<br>Tyler Parry<br>Timothy Zaleski | October 14, 2025 - October 31, 2026 (or sooner if re-election, removed, or CCH board term expires) |
| Higgins Plaza, Inc.               | Robert Munroe<br>Tyler Parry<br>Timothy Zaleski | October 14, 2025 - October 31, 2026 (or sooner if re-election, removed, or CCH board term expires) |
| Holy Family Plaza, Inc.           | Robert Munroe<br>Tyler Parry<br>Timothy Zaleski | October 14, 2025 - October 31, 2026 (or sooner if re-election, removed, or CCH board term expires) |
| Marian Plaza, Inc.                | Robert Munroe<br>Tyler Parry<br>Timothy Zaleski | October 14, 2025 - October 31, 2026 (or sooner if re-election, removed, or CCH board term expires) |
| St. Martin Plaza, Inc.            | Robert Munroe<br>Tyler Parry<br>Timothy Zaleski | October 14, 2025 - October 31, 2026 (or sooner if re-election, removed, or CCH board term expires) |
| Archdiocesan Family Housing, Inc. | Robert Munroe<br>Tyler Parry<br>Timothy Zaleski | October 14, 2025 - October 31, 2026 (or sooner if re-election, removed, or CCH board term expires) |
| Golden Spike, Inc.                | Robert Munroe<br>Tyler Parry<br>Timothy Zaleski | October 14, 2025 - October 31, 2026 (or sooner if re-election, removed, or CCH board term expires) |

|                             |                                                 |                                                                                                    |
|-----------------------------|-------------------------------------------------|----------------------------------------------------------------------------------------------------|
| Holy Cross Village, Inc.    | Robert Munroe<br>Tyler Parry<br>Timothy Zaleski | October 14, 2025 - October 31, 2026 (or sooner if re-election, removed, or CCH board term expires) |
| Machebeuf Apartments, Inc.  | Robert Munroe<br>Tyler Parry<br>Timothy Zaleski | October 14, 2025 - October 31, 2026 (or sooner if re-election, removed, or CCH board term expires) |
| Madonna Plaza, Inc.         | Robert Munroe<br>Tyler Parry<br>Timothy Zaleski | October 14, 2025 - October 31, 2026 (or sooner if re-election, removed, or CCH board term expires) |
| Prairie Rose Plaza, Inc.    | Robert Munroe<br>Tyler Parry<br>Timothy Zaleski | October 14, 2025 - October 31, 2026 (or sooner if re-election, removed, or CCH board term expires) |
| Villa Sierra Madre, Inc.    | Robert Munroe<br>Tyler Parry<br>Timothy Zaleski | October 14, 2025 - October 31, 2026 (or sooner if re-election, removed, or CCH board term expires) |
| Villas de Santa Lucia, Inc. | Robert Munroe<br>Tyler Parry<br>Timothy Zaleski | October 14, 2025 - October 31, 2026 (or sooner if re-election, removed, or CCH board term expires) |

**Directors appointed by CCH as the Voting Member:**

| <i>Subsidiary</i>                                | <i>Directors Appointed</i>                      | <i>Term</i>                                                                                        |
|--------------------------------------------------|-------------------------------------------------|----------------------------------------------------------------------------------------------------|
| Colorado Affordable Catholic Housing Corporation | Robert Munroe<br>Tyler Parry<br>Timothy Zaleski | October 14, 2025 - October 31, 2026 (or sooner if re-election, removed, or CCH board term expires) |
| Housing Management Services, Inc.                | Robert Munroe<br>Tyler Parry<br>Timothy Zaleski | October 14, 2025 - October 31, 2026 (or sooner if re-election, removed, or CCH board term expires) |

**Directors appointed by CCH as sole shareholder:**

| <i>Subsidiary</i>                     | <i>Directors Appointed</i> | <i>Term</i>                                                              |
|---------------------------------------|----------------------------|--------------------------------------------------------------------------|
| Loretto/Charities Housing Corporation | Justin Raddatz             | October 14, 2025 - October 31, 2026 (or sooner if re-elected or removed) |

**Executive Officers appointed by CCH as the Voting Member:**

| <i>Subsidiary</i>                                | <i>Executive Director</i> | <i>Term</i>   |
|--------------------------------------------------|---------------------------|---------------|
| Cathedral Plaza, Inc.                            | Justin Raddatz            | Until removed |
| Archdiocesan Family Housing, Inc.                | Justin Raddatz            | Until removed |
| Golden Spike, Inc.                               | Justin Raddatz            | Until removed |
| Higgins Plaza, Inc.                              | Justin Raddatz            | Until removed |
| Holy Cross Village, Inc.                         | Justin Raddatz            | Until removed |
| Holy Family Plaza, Inc.                          | Justin Raddatz            | Until removed |
| Machebeuf Apartments, Inc.                       | Justin Raddatz            | Until removed |
| Madonna Plaza, Inc.                              | Justin Raddatz            | Until removed |
| Marian Plaza, Inc.                               | Justin Raddatz            | Until removed |
| Prairie Rose Plaza, Inc.                         | Justin Raddatz            | Until removed |
| St. Martin Plaza, Inc.                           | Justin Raddatz            | Until removed |
| Villa Sierra Madre, Inc.                         | Justin Raddatz            | Until removed |
| Villas de Santa Lucia, Inc.                      | Justin Raddatz            | Until removed |
| Immaculata Plaza, Inc.                           | Justin Raddatz            | Until removed |
| Colorado Affordable Catholic Housing Corporation | Justin Raddatz            | Until removed |
| Housing Management Services, Inc.                | Stacy Wahrer              | Until removed |

**Executive Officers appointed by CCH as sole shareholder:**

| <i>Subsidiary</i>                     | <i>Executive Director and President</i> | <i>Term</i>   |
|---------------------------------------|-----------------------------------------|---------------|
| Loretto/Charities Housing Corporation | Justin Raddatz                          | Until removed |

**OPERATING AGREEMENT  
OF  
2800 MIDLAND LLC**

Dated as of January 31<sup>st</sup>, 2022



## OPERATING AGREEMENT

### OF

## 2800 MIDLAND LLC

This Operating Agreement of 2800 Midland LLC, a single member limited liability company organized and existing under the laws of Colorado (the “**Company**”), is entered into and shall be effective as of **January 31<sup>st</sup>, 2022** (the “**Effective Date**”).

### ARTICLE I DEFINITIONS

For purposes of this Operating Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

- 1.1 “Act” means the Colorado Limited Liability Company Act.
- 1.2 “Capital Contribution” means any contribution of cash or property to the capital of the Company made by or on behalf of a Member as consideration for a Membership Interest.
- 1.3 “Distribution” means a transfer of the Company’s property (including money) to a Member on account of a Membership Interest regardless of whether the transfer occurs on the liquidation of the Company, in exchange for the Member’s Membership Interest, or otherwise.
- 1.4 “Manager” means one or more Persons serving as a manager of the Company. The initial manager of the Company appointed by the Member is Colorado Affordable Catholic Housing Corporation, a Colorado nonprofit corporation.
- 1.5 “Member” shall mean Colorado Affordable Catholic Housing Corporation, a Colorado nonprofit corporation, as the initial member of the Company, and any Person admitted as an additional, successor, or transferee member. If there is more than one Member, the term “Member” means all Members.
- 1.6 “Membership Interest” means a Member’s entire interest in the Company, including a Member’s rights in the Company’s profits, losses, and Distributions under this Operating Agreement and the Act and other rights and privileges the Member may enjoy by being a Member.
- 1.7 “Operating Agreement” means this Operating Agreement as originally executed and as amended.
- 1.8 “Person” means any individual or entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so permits.

## **ARTICLE II FORMATION**

2.1 Organization. The Company has been organized as a Colorado limited liability company under the provisions of the Act by filing articles of organization of the Company which comply with the Act with the Colorado Secretary of State on January 24, 2021 (the “**Articles**”). The Manager shall execute such further documents (including amendments to the Articles) and take such further action as shall be appropriate or necessary to comply with the requirements of law for the qualification and operation of a limited liability company in all jurisdictions where the Company elects to carry on its business.

2.2 Effect of Inconsistencies with the Act. The terms and conditions of this Operating Agreement govern the affairs of the Company and the relationship between the Member and the Company and is the sole expression of the agreement of the parties. This Operating Agreement governs even when inconsistent with, or different than, the provisions of the Act or any other law or rule. If any provision of this Operating Agreement is prohibited or ineffective under the Act, this Operating Agreement is to be considered amended to the smallest degree possible to make it effective under the Act. The Member and Manager may rely on the provisions of this Operating Agreement, and the Member and Manager are not liable to the Company for any action or refusal to act taken in good faith reliance on the terms of this Operating Agreement.

2.3 Name. The name of the Company is “2800 Midland LLC” and all business of the Company shall be conducted under that name or under any other name, but in any case, only to the extent permitted by law.

2.4 Effective Date. This Operating Agreement is effective as of the Effective Date. The term of the Company is perpetual unless dissolved sooner and its affairs wound up in accordance with the Act or this Operating Agreement. Upon the dissolution or termination of the Member, its legal representative or successor shall become a member of the Company and shall exercise all rights and powers conferred upon the Member by this Operating Agreement.

2.5 Registered Agent and Office. The registered agent for service of process and the registered office of the Company is that Person and location stated in the Articles. The Manager may change the registered agent or office through appropriate filings with the Colorado Secretary of State. If the registered agent ceases to act for any reason, or the registered office changes, the Manager shall promptly designate a replacement registered agent and file a notice of change of address. If the Manager fails to designate a replacement registered agent or change of address of the registered office, the Member may designate a replacement registered agent and file a notice of change of address.

2.6 Principal Office. The principal office of the Company is to be located at such address as the Manager determines.

## **ARTICLE III NATURE OF BUSINESS**

3.1 The business of the Company is:

(a) to support the activities of the Member by working, directly or indirectly, to develop, own, lease, operate, finance, and manage affordable housing developments for low-income persons and families;

(b) to accomplish any lawful business whatsoever that may appear conducive to or expedient for the protection or benefit of the Company and its assets;

(c) to exercise all other powers necessary to or reasonably connected with the Company's business that limited liability companies may legally exercise under the Act; and

(d) to engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

## **ARTICLE IV MEMBER**

4.1 Sole Member; Admission of Additional Members. The Member is the sole member of the Company. Except as provided in Section 4.5, a person may be admitted as an additional member of the Company only with the written consent of the Member.

4.2 Participation. Except as set forth in this Operating Agreement, the Member, in its capacity as a member of the Company, shall take no part in the control, management, direction, or operation of the affairs of the Company.

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

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

4.5 Transfer of Interest. The interest of the Member in the Company may be transferred by the Member voluntarily or by operation of law. Upon transfer of the entirety of the Member's interest in the Company, the transferee shall, without further documentation or action, become the member of the Company.

4.6 Conflicts of Interest. The Member shall be entitled to engage in other activities and businesses, including, without limitation, activities and businesses competitive with the activities and business of the Company. The Member is not required to give the Company the opportunity to participate in, or benefit from, any such activities or businesses. The Member will not be deemed to violate any duty or obligation to the Company merely because the Member's conduct furthers the Member's own interest. The Member may lend money to, borrow money from, act as a surety, guarantor or endorser for, guarantee or assume one or more obligations of, provide collateral for, and transact other business with, the Company, and has the same rights and obligations with respect to any such matters as those of a person who is not a member of the Company.

## **ARTICLE V MANAGEMENT**

5.1 Management Rights. Subject to the limitations of Section 5.2 below, the Manager shall conduct the business of the Company, and all management of the Company is hereby vested in the Manager. If there is more than one Manager, any Manager may take any action under this Operating Agreement. Each Manager that is an entity has the power to delegate its authority to execute documents and otherwise bind the Company to one or more officers. Each Manager has the power and authority, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company and to sign all documents executed on behalf of the Company, including, without limitation:

(a) conduct the Company's business, establish Company offices, exercise the powers of the Company within or beyond the State of Colorado, and locate or relocate a place of business for the Company;

(b) execute or appoint officers and agents with designation as the Manager determines to execute, on behalf of the Company, all instruments and documents including, without limitation, checks, drafts, notes, and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, and any documents providing for the acquisition, mortgage, investment, or disposition of property, including the licensing of intellectual property;

(c) appoint and fix compensation for officers and other agents for the Company;

(d) determine the amount of and the making of Distributions;

(e) purchase, receive, lease, acquire, own, hold, improve, use, and deal with the Company's property, wherever located;

(f) sell, convey, mortgage, pledge, lease, exchange, and otherwise dispose of the Company's property;

(g) purchase insurance to protect the Company's property and business;

(h) invest any Company funds in (by way of example but not limitation) time deposits, short-term governmental obligations, commercial paper, or other investments;

(i) confess a judgment against the Company;

(j) employ accountants, legal counsel, management agents, or other experts to perform services for the Company and compensate them from Company funds;

(k) institute, prosecute, and defend any legal proceeding in the Company's name;

(l) enter into contracts and guaranties, incur liabilities, borrow money, issue notes, bonds, and other obligations; and secure any of its obligations by mortgage or pledge any of the Company's property or income;

(m) lend money, invest and reinvest the Company's funds, and receive and hold the Company's property as security for repayment, including, without limitation, loan money to, and otherwise help the Member, officers, employees, and agents of the Company;

(n) pay compensation or additional compensation to the Member and employees for services previously rendered to the Company, whether or not an agreement to pay compensation was made before such services were rendered;

(o) participate in operating agreements, partnership agreements, joint ventures, or other associations of any kind with any Person or Persons, and serve as manager or general partner or in a similar capacity under such agreements;

(p) indemnify the Member(s) or any other Person; and

(q) do and perform all other acts as may be necessary or appropriate to carry out the Company's business.

5.2 Restrictions on Authority of the Manager. Notwithstanding Section 5.1 above, no Manager has any authority to take any of the following actions without the prior written approval of the Member(s) owning at least two-thirds of the Membership Interests:

(a) admit an additional Member;

(b) approve a merger, conversion, or dissolution of the Company, or the application of any statute (the application of which is elective) to the Company;

(c) take any act which would make it impossible to fulfill the purpose of the Company;

(d) amend this Operating Agreement or take any action in violation of this Operating Agreement;

(e) cause the Company to voluntarily initiate a proceeding under which the Company would become a debtor under the United States Bankruptcy Code;

(f) sell, exchange, or otherwise dispose of all, or substantially all, of the Company's property other than in the ordinary course of the Company's business; pledge any assets of the Company to secure any indebtedness of the Company or any other Person, or guaranty any obligations of any Person; or

(g) other actions as may be reserved solely to Members under other provisions of this Operating Agreement.

5.3 Liability of Member and Manager. Neither the Member nor the Manager are to be liable as the Member or Manager for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Operating Agreement or the Act are not grounds for imposing personal liability on the Member or Manager for liabilities of the Company.

5.4 Exculpation. Neither the Member nor a Manager shall have any liability under a judgment, decree, or order of a court, or in any other manner, for any debt, obligation, or liability of the Company. The Company shall indemnify and hold harmless the Member and the Manager for all costs, losses, liabilities, and damages paid or accrued by the Member or the Manager in connection with the business of the Company to the fullest extent allowed by law unless such loss, liability, or damage results from such person's willful misconduct or gross negligence. Any such indemnification shall be paid only from the assets of the Company, and no Manager, employee, or third party shall have recourse against the Member for such indemnification. In addition, the Manager shall cause the Company to advance costs of participation in any Proceeding to the Manager or the Member. "**Proceeding**" means any judicial or administrative trial, hearing, or other activity, civil, criminal or investigative, the result of which may be that a court, arbitrator, or governmental agency may enter a judgment, order, decree, or other determination which, if not appealed and reversed, would be binding upon the Company, a Member, or other Person. The Manager may, with the consent of the Member, indemnify employees and agents of the Company for costs, losses, liabilities, and damages paid or accrued by the agent or employee in connection with the business of the Company to the fullest extent allowed by law.

5.5 Conflicts of Interest.

(a) The Manager may enter into transactions that compete with, or a business opportunity that may be beneficial to, the Company.

(b) Subject to any other provision of this Operating Agreement, the fact that the Manager is directly or indirectly affiliated or connected with any Person shall not prohibit the Manager from dealing with that Person.

(c) A Manager does not violate a duty or obligation to the Company merely because the Manager's conduct furthers the Manager's own interest. A Manager may lend money to and transact other business with the Company. The rights and obligations of a Manager who lends money to or transacts business with the Company are the same as those of a Person who is not a Manager.

5.6 Management Fees and Reimbursements. The Company shall reimburse the Member and Manager for all reasonable out-of-pocket expenses incurred on behalf of the Company. The Company shall also compensate the Manager in a reasonable amount to be determined by the Member.

5.7 Standard of Care of Manager. The Manager shall devote such time to the business of the Company as the Member deems necessary for the efficient carrying on of the Company's business. Each Manager's duty of care in the discharge of his duties to the Company is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. A Manager who so performs his duties shall not have any liability by reason of being or having been a Manager. In discharging his duties, each Manager shall be fully protected in relying in good faith upon the records required to be maintained under this Operating Agreement and upon such information, opinions, reports, or statements by its agents, or by any other Person, as to matters the Manager reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports, or statements as to the value and amount

of the assets, liabilities, profits, or losses of the Company or any other facts pertinent to the existence and amount of assets from which Distributions to the Member may be paid.

5.8 Tenure, Removal, and Qualifications. A Manager shall hold office until he resigns, dissolves, dies, becomes bankrupt or incompetent, or is removed by the Member. If a Manager or its successor resigns, dissolves, dies, becomes bankrupt or incompetent, or is removed by the Member, the Member may elect someone else to fill the vacancy and serve as Manager.

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

5.10 Removal. A Manager may be removed at any time, with or without cause, by the Member.

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

5.12 Insurance. The Company shall maintain for the protection of the Company and its Member such insurance as the Manager, in its sole discretion, deem necessary for the operations being conducted.

## **ARTICLE VI ACCOUNTING AND RECORDS**

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

6.2 Reports. The books of account shall be closed promptly after the end of each calendar year. As soon as practicable thereafter, the Manager shall prepare a written report which shall include a statement of receipts, expenditures, profits and losses for the year, and such additional statements with respect to the status of the Company's assets and the distribution of Company funds as are necessary to advise the Member properly about its investment in the Company.

6.3 Records. The Manager shall maintain the following records at the principal office or principal place of business of the Company:

- (a) the full name and business address of the Member;
- (b) a copy of the Articles and all amendments, together with executed copies of any powers of attorney pursuant to which the Articles have been executed;

(c) if filed, copies of the Company's tax returns and reports (or the portions of the returns of others showing the taxable income deductions, gain, loss, and credits of the Company), for the three most recent years;

(d) copies of this Operating Agreement, including all amendments; and

(e) copies of the Company's financial statements, if any, for the three most recent years.

## **ARTICLE VII CAPITAL CONTRIBUTIONS; LOANS**

7.1 Initial Capital Contribution. The Member shall make an initial Capital Contribution of \$100 contemporaneously with the execution of this Operating Agreement. No interest accrues on any Capital Contribution, and the Member may not withdraw or be repaid for any Capital Contribution except as provided in this Operating Agreement. No Member has any obligation to make any additional Capital Contributions.

7.2 Member Loans and Other Debt. The Company may borrow funds from any source, including the Member. Any loan made by the Member to the Company shall be represented by a promissory note and shall be payable out of the first available funds, including proceeds from the sale of all or any portion of the assets of the Company.

7.3 Return of Capital Contributions. Capital contributions shall be expended in furtherance of the business of the Company. All costs and expenses of the Company shall be paid from its funds. No interest shall be paid on capital contributions. No Manager shall have any personal liability for the repayment of any capital contribution to the Member.

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

## **ARTICLE VIII DISTRIBUTIONS**

Except as provided by non-waivable provisions of the Act, the Company may make Distributions to the Member at such times and in such amounts as determined by the Manager.

## **ARTICLE IX TAXES**

9.1 Elections. The Manager may make any tax elections for the Company allowed under the Internal Revenue Code, as amended, or the tax laws of any state or other jurisdiction.

9.2 Taxes. The Company may withhold and pay over to any governmental authority the amount of tax, penalty, and interest required to be withheld or paid with respect to any Membership Interest. Any tax payments shall be treated as a Distribution for the purposes of Article VII.



9.3 Method of Accounting. The Manager shall maintain the records of the Company on the same method of accounting as that of the Member.

9.4 Fiscal and Taxable Years. The fiscal and taxable years of the Company are the same as those of the Member.

9.5 Determination of Profit and Loss. Profit and loss shall be determined on an annual basis and for such other periods as may be required.

9.6 Allocation of Profit and Loss. The Company is and at all times shall be a business entity that, solely for federal income tax purposes, is disregarded as an entity separate from its owner. All items of Company profit, loss, income, gain, loss, deduction and credit shall, for federal income tax purposes, be attributed to the Member.

## **ARTICLE X DISPOSITION OF MEMBERSHIP INTEREST AND ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS**

10.1 Disposition. A Member may transfer its Membership Interest, in whole or in part, either voluntarily or by operation of law. A Member may dispose of all or a portion of the Member's Membership Interest. Notwithstanding any provision of the Act to the contrary, upon the disposition of the Member's entire Membership Interest, the Company shall admit the transferee without further action. Upon the transfer of a Member's entire Membership Interest (other than a temporary transfer or transfer as a pledge or security interest), the Member will cease to be a Member and will have no further obligations under this Operating Agreement.

10.2 Admission of Additional Members. The Member may admit additional Members and determine the Capital Contributions of such additional Members by written amendment of this Operating Agreement executed by the Member.

## **ARTICLE XI DISSOLUTION AND WINDING UP**

11.1 Dissolution. The Company is to be dissolved and its affairs wound up upon the determination of the Member. Notwithstanding any contrary provision of the Act, the Company does not automatically dissolve as a result of the death, retirement, resignation, expulsion, bankruptcy, or dissolution of any Member or any other event that terminates the continued membership of any Member.

11.2 Final Accounting. In the event of the dissolution of the Company, a proper accounting shall be made as provided in Section 11.3 from the date of the last previous accounting to the date of dissolution.

11.3 Liquidation. Upon the dissolution of the Company, the Manager, or if the Manager is unable to act, a person selected by the Member, shall act as liquidator to wind up the Company. The liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and businesslike manner. All proceeds from liquidation shall be distributed in the following order of

priority: (i) to the payment of debts and liabilities of the Company and the expenses of liquidation, including loans made by the Member to the Company; (ii) to the setting-up of such reserves as the liquidator may reasonably deem necessary for any contingent liabilities of the Company; and (iii) to the Member.

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

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

## **ARTICLE XII AMENDMENT**

This Operating Agreement may be amended or modified only by a written instrument executed by the Member.

## **ARTICLE XIII MISCELLANEOUS PROVISIONS**

13.1 Rights of Creditors and Third Parties Under Operating Agreement. This Operating Agreement is for the exclusive benefit of the Company, its Member, and their successors and assigns. This Operating Agreement is not intended for the benefit of any creditor of the Company or any other Person. No creditor or third party has any rights under this Operating Agreement or any other agreement between the Company and the Member with respect to any Capital Contribution or otherwise.

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

13.3 Counterparts. This Operating Agreement may be executed in any number of counterparts, each of which shall be considered an original. The parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 et seq. The parties will not deny the legal effect or enforceability of this Operating Agreement solely because it is in electronic form or because an electronic record was used in its creation. The parties will not object to the admissibility of this Operating Agreement in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

13.4 Entire Agreement. This Operating Agreement represents the Company's entire operating agreement.

(Remainder of this page intentionally left blank.)

This Operating Agreement of 2800 Midland LLC is entered into as of the date first stated above.

**MEMBER:**

**Colorado Affordable Catholic Housing Corporation,**  
a Colorado nonprofit corporation

By: 

Name: Darren Walsh

Title: President of Archdiocesan Housing, Inc., its sole member

**MANAGER:**

**Colorado Affordable Catholic Housing Corporation,**  
a Colorado nonprofit corporation

By: 

Name: Darren Walsh

Title: President of Archdiocesan Housing, Inc., its sole member

**AMENDED AND RESTATED BYLAWS  
OF  
COLORADO AFFORDABLE CATHOLIC HOUSING CORPORATION**

**(Effective August 25, 2022)**

**ARTICLE I  
OFFICES**

Section 1.1 Business Offices. The principal office of the corporation shall be located at 6240 Smith Road, Denver, Colorado 80216. The corporation may have such other offices, either within or outside Colorado, as the board of directors may designate or as the affairs of the corporation may require from time to time. The address of the business office may be changed from time to time by the Voting Member, board of directors or by the officers of the corporation.

Section 1.2 Registered Office. The registered office of the corporation required by the Colorado Revised Nonprofit Corporation Act ("**Act**") to be maintained in Colorado may be, but need not be, the same as the principal office if in Colorado, and the address of the registered office may be changed from time to time by the board of directors or by the officers of the corporation.

**ARTICLE II  
MEMBER**

Section 2.1 Voting Member. The corporation shall continue to have a voting member, as provided by Article VI of the Corporation's Articles of incorporation, and that voting member is Archdiocesan Housing, Inc. ("**Voting Member**"). The Voting Member's continuing consent to such appointment is evidenced by the acknowledgement contained herein.

Section 2.2 Management Rights. The Voting Member reserves all management rights in the corporation but may delegate such management rights to the board of directors in the Voting Member's sole discretion.

Section 2.3 Meetings and Manner of Acting. The Voting Member shall not be required to hold an annual meeting. At the sole discretion of the Voting Member, if regular or special meetings are deemed necessary, the same provisions governing meetings of the directors as well as the notice requirements associated therewith, as set forth below in Article III, shall govern all meetings of the Voting Member. Whenever the vote of the Voting Member is required or permitted, such action may be taken without a meeting by the signed written consent of the Voting Member.

**ARTICLE III  
BOARD OF DIRECTORS**

Section 3.1 General Powers. When not delegated by the Voting Member to the board of directors, the business and affairs of the corporation shall be managed by the Voting Member; provided, however that such exercise of authority is not contrary to the corporation's articles of incorporation or the Act.

Section 3.2     Qualifications. All directors must be twenty-one (21) years of age. All directors shall be responsible to uphold and maintain the doctrinal and moral teachings of the Roman Catholic Church.

Section 3.3     Number and Appointment. The number of directors of the corporation shall be three (3). Any increase or decrease to the number of directors shall be determined by the Voting Member, who shall also have the sole authority to appoint, remove and replace all directors. The chief executive officer of the Voting Member may exercise the authority referenced herein and in taking such action shall consult with the board of directors of the Voting Member and may also consult with the board of directors of the corporation or any other individual(s) in exercising the right to appoint, remove or replace any director serving on behalf of the corporation.

Section 3.4     Terms. Directors shall be appointed for terms of three (3) years to succeed those whose terms expire. No director may serve more than two (2) consecutive terms but may be reappointed after a one (1) year absence from service as a director.

Section 3.5     Removal. Directors shall be removable only by the Voting Member. The chief executive officer of the Voting Member may exercise this removal authority and in taking such action shall consult with the board of directors of the Voting Member and may also consult with the board of directors of the Corporation or any other individual(s) in exercising this authority.

Section 3.6     Resignation & Vacancies. Any director may resign at any time by giving written notice to the Corporation's executive director. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any vacancy occurring in the board of directors shall be filled by the Voting Member. A director appointed to fill a vacancy shall be appointed for the unexpired term of such director's predecessor in office.

Section 3.7     Regular Meetings. An annual meeting of the board of directors shall be held at the time and place within Colorado, determined by the board of directors, for the purpose of transacting any business as may come before the meeting. The board of directors may provide by resolution the time and place, either within or outside Colorado, for the holding of additional regular meetings. No notice shall be required other than such resolution.

Section 3.8     Special Meetings. Special meetings of the board of directors may be called by or at the request of the Voting Member, the chairperson, or a simple majority of the directors. The board of directors may provide by resolution the time and place, either within or outside Colorado, for the holding of special meetings.

Section 3.9     Notice. Except as allowed by Section 3.7, notice of each meeting of the board of directors stating the place, day and hour of the meeting shall be given to each director at the director's address of record at least 24 hours prior thereto by the mailing of written notice by first class, certified or registered mail, by personal delivery of written notice or by telephonic, email, or facsimile notice (and the method of notice need not be the same as to each director). If mailed, such notice shall be deemed to be given when deposited in the United States mail, with postage thereon prepaid. If transmitted by email or facsimile, such notice shall be deemed to be given when the transmission is completed. Neither the business to be transacted at, nor the purpose of, any meeting of the board of directors need be specified in the notice or waiver of notice of such meeting unless otherwise required by statute.

Section 3.10 Waiver of Notice. Any director may waive notice of any meeting before, at or after such meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 3.11 Presumption of Assent. A director of the corporation who is present at a meeting of the board of directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless such director's dissent shall be entered in the minutes of the meeting or unless the director shall file a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 3.12 Quorum. A simple majority of the directors shall constitute a quorum for the transaction of business at any meeting of the board of directors.

Section 3.13 Voting. The vote of a simple majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors. No director may vote or act by proxy at any meeting of directors.

Section 3.14 Compensation. The board of directors shall not be compensated. Notwithstanding the foregoing, directors may be paid their reasonable expenses incurred in connection with attendance at board or committee meetings.

Section 3.15 Meetings by Telephone or other Electronic Means. Members of the board of directors or any committee thereof may participate in a meeting of the board or committee by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence at the meeting.

Section 3.16 Action Without a Meeting. Any action required or permitted to be taken at a meeting of the directors or any committee thereof may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all of the directors or committee members entitled to vote with respect to the subject matter thereof. The action undertaken hereunder as well as the requisite written consent (which may be signed in counterparts) shall have the same force and effect as a unanimous vote of the directors or committee members. All of the writings necessary for the consent and the action undertaken pursuant to the authority set forth in this section may be provided via regular mail, email, facsimile, or other form of wire or wireless communication. For purposes of this section, communications to the Corporation are not effective until received.

#### **ARTICLE IV COMMITTEES**

Section 4.1 Committees. The board of directors or the Voting Member may designate committees as deemed necessary or desirable. The board of directors or the Voting Member shall

appoint the members and the chair of such additional committees in the manner, for the terms and with such duties and functions as may be prescribed by the board of directors or the Voting Member.

Section 4.2 Committee Members. Unless otherwise determined by the specific provisions set forth in this Article IV, members serving on any committee so designated or formed hereunder may be appointed by the board of directors or the Voting Member and are not required to be directors or officers of the Corporation or of the Voting Member.

Section 4.3 Meetings. Each committee shall meet from time to time on the call of its chair, the chairperson of the board of the Corporation or of any two or more members of the committee, such meetings to be held at the date, time and place as may be designated in the notice of the meeting given by the person so authorized by these bylaws. Notice of the date, time and place of each meeting of the committee shall be given to each member of the committee either in person, by mail, email, facsimile, or telephone, no later than one (1) day prior to the meeting; such notice need not state the purpose or purposes of the meeting. The committee shall keep regular minutes of its meetings and proceedings.

Section 4.4 Quorum. At any meeting of a committee, a majority of members thereof shall constitute a quorum. The acts of a majority of the members of the committee at a meeting at which a quorum is present shall be the acts of the committee.

Section 4.5 Vacancies. Vacancies on any committee shall be filled by the board of directors acting at a regular meeting of the board or at any special meeting called for that purpose, or by the Voting Member.

## **ARTICLE V OFFICERS**

Section 5.1 Type, Number and Qualifications. The executive officer of the Corporation shall be the Executive Director. The board officers shall include a secretary and a treasurer. The board of directors may also nominate and elect such other board officers as it deems necessary, including a chairperson and one or more vice-chairpersons. Officers need not be directors of the Corporation. All officers must be at least twenty-one (21) years old. The same individual may simultaneously hold more than one office.

Section 5.2 Appointment of Executive Director. The Executive Director shall be appointed to the position of Executive Director. The Voting Member shall have the sole authority to appoint the Executive Director, and he or she may also otherwise be employed by the Corporation.

Section 5.3 Authority and Duties of Executive Director. The Executive Director shall have the authority and shall exercise the powers and perform the duties specified below and as may be additionally specified by the Voting Member, the board of directors, or these bylaws, except that in any event the Executive Director shall exercise such powers and perform such duties as may be required by law. The Executive Director shall: (i) preside at all meetings of the board of directors unless a chairperson has been appointed; (ii) see that all orders and resolutions of the board of directors are carried into effect; (iii) perform all other duties incident to the office of the Executive Director and as from time to time may be determined necessary by the Voting Member. The Executive Director shall serve as an *ex-officio* director and shall not have any voting rights unless otherwise approved in advance by the Voting Member.

Section 5.4 Election and Term of Board Officers. The board officers shall be nominated and elected by the board of directors at each annual meeting of the board. If the election of board officers is not held at such meeting, such election shall be held as soon as convenient thereafter. Each board officer shall hold office until the officer's successor shall have been duly nominated and elected, or until the officer's earlier death, resignation or removal.

Section 5.5 Compensation. The compensation of the officers shall be as fixed from time to time by the Voting Member and no officer shall be prevented from receiving a salary or other compensation as an officer by reason of the fact that such board officer is also a director of the Corporation. No officer serving in such capacity that is not otherwise employed by the Voting Member or the Corporation shall receive compensation other than reimbursement of out of pocket expenses associated with such officer position.

Section 5.6 Removal. Officers shall be removable as permitted under Colorado law or at the discretion of the Voting Member.

Section 5.7 Resignation & Vacancies. Any officer may resign at any time, subject to any applicable rights or obligations that may exist under any contracts between the officer and the Corporation, by giving written notice to the board of directors. An officer's resignation shall take effect at the time specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office, however occurring, may be filled pursuant to the terms set forth in this Article V for the unexpired portion of the term.

Section 5.8 Authority and Duties of Board Officers. The board officers shall have the authority and shall exercise the powers and perform the duties specified below and as may be additionally specified by the Voting Member, the board of directors, or these bylaws, except that in any event each board officer shall exercise such powers and perform such duties as may be required by law.

- (a) *Chairperson*. The chairperson, if elected, shall (i) preside at all meetings of the board of directors; (ii) see that all orders and resolutions of the board of directors are carried into effect; and (iii) perform all other duties incident to the office and as from time to time may be assigned to the chairperson by the Voting Member, the Executive Director, or the board of directors. The chairperson shall not have authority to legally bind the Corporation unless such authority is specifically delegated in writing by the Voting Member or the board of directors;
- (b) *Secretary*. The secretary shall be nominated and elected by the board of directors. Once elected, the Secretary shall: (i) keep the minutes of the proceedings of the board of directors and all committees of the board; (ii) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (iii) be custodian of the corporate records and of the seal of the Corporation; and (iv) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned by the Voting Member or the board of directors.



- (c) *Treasurer.* The treasurer shall be nominated and elected by the board of directors. Once elected, the treasurer shall: (i) review and present to the board at least quarterly the reports on the financial status and activities of the Corporation; (ii) serve on the finance committee; and (iii) review and present to the board all corporate resolutions of a financial nature which require board action or approval.

Section 5.9 Surety Bonds. The board of directors shall not be required to, but may as appropriate, require any officer or agent of the Corporation to execute to the Corporation a bond in such sums and with such sureties as shall be satisfactory to the board, conditioned upon the faithful performance of such person's duties and for the restoration to the corporation of all books, papers, vouchers, money and other property of whatever kind in such person's possession or under such person's control belonging to the corporation.

## ARTICLE VI INDEMNIFICATION

Section 6.1 Definitions. For purposes of this Article VI, the following terms shall have the meanings set forth below:

- (a) *"Corporation"* means the corporation and, in addition to the resulting or surviving corporation, any domestic or foreign predecessor entity of the corporation in a merger, consolidation or other transaction in which the predecessor's existence ceased upon consummation of the transaction.
- (b) *"Expenses"* means the actual and reasonable expenses, including attorneys' fees, incurred by a party in connection with a proceeding.
- (c) *"Liability"* means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to a private corporation or an employee benefit plan) or expense incurred with respect to a proceeding.
- (d) *"Official Capacity"* when used with respect to a director of the Corporation means the office of director in the Corporation, and when used with respect to a person in a capacity other than as a director (even if such person is also a director) means the office in the Corporation held by the officer or the employment relationship undertaken by the employee on behalf of the corporation in the performance of his or her duties in his or her capacity as such officer or employee. "Official capacity" does not include service for any other foreign or domestic corporation or for any partnership, joint venture, trust, other enterprise or employee benefit plan when acting directly on behalf of such other corporation, partnership, joint venture, trust, enterprise or plan as a director, officer, employee, fiduciary or agent thereof.
- (e) *"Party"* means any person who was, is, or is threatened to be made, a named defendant or respondent in a proceeding by reason of the fact that such person is or was a director, officer or employee of the Corporation, and any person who, while a director, officer or employee of the corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other

enterprise or employee benefit plan. A party shall be considered to be serving an employee benefit plan at the Corporation's request if such party's duties to the corporation also impose duties on or otherwise involve services by such party to the plan or to participants in or beneficiaries of the plan.

- (f) *"Proceeding"* means any threatened, pending or completed action, suit or proceeding, or any appeal therein, whether civil, criminal, administrative, arbitrative or investigative (including an action by the corporation) and whether formal or informal.

Section 6.2 Right to Indemnification.

- (a) *Standards of Conduct.* Except as provided in Section 6.2(d) below, the Corporation shall indemnify any party to a proceeding against liability incurred in or as a result of the proceeding if: (i) such party conducted himself or herself in good faith; (ii) such party reasonably believed (A) in the case of a director acting in his or her official capacity, that his or her conduct was in the Corporation's best interests, or (B) in all other cases, that such party's conduct was at least not opposed to the Corporation's best interests; and (iii) in the case of any criminal proceeding, such party had no reasonable cause to believe his or her conduct was unlawful. For purposes of determining the applicable standard of conduct under this Section 6.2, any party acting in his or her official capacity who is also a director of the Corporation shall be held to the standard of conduct set forth in Section 6.2(a)(ii)(A), even if such party is sued solely in a capacity other than as such director.
- (b) *Employee Benefit Plans.* A party's conduct with respect to an employee benefit plan for a purpose such party reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirements of Section 6.2(a)(ii)(B). A party's conduct with respect to an employee benefit plan for a purpose that such party did not reasonably believe to be in the interests of the participants in or beneficiaries of the plan shall be deemed not to satisfy the requirements of Section 6.2(a)(i).
- (c) *Settlement.* The termination of any proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, is not of itself determinative that the party did not meet the applicable standard of conduct set forth in Section 6.2(a).
- (d) *Indemnification Prohibited.* Except as hereinafter set forth in this Section 6.2( d), the Corporation may not indemnify a party under this Section 6.2 either: (i) in connection with a proceeding by the Corporation in which the party is or has been adjudged liable for gross negligence or willful misconduct in the performance of the party's duty to the Corporation; or (ii) in connection with any proceeding charging improper personal benefit to the party, whether or not involving action in the party's official capacity, in which the party was adjudged liable on the basis that personal benefit was improperly received by the party ( even if the corporation was not thereby damaged). Notwithstanding the foregoing, the Corporation shall indemnify any such party if and to the extent required by the court conducting the proceeding, or any other court of competent jurisdiction to which the party has applied, if it is determined by such court,

upon application by the party, that despite the adjudication of liability in the circumstances in clauses (i) and (ii) of this Section 6.2(d) or whether or not the party met the applicable standard of conduct set forth in Section 6.2(a), and in view of all relevant circumstances, the party is fairly and reasonably entitled to indemnification for such expenses as the court deems proper in accordance with the Act.

- (e) *Claims by Corporation.* Indemnification permitted under this Section 6.2 in connection with a proceeding by the Corporation shall be limited to expenses incurred in connection with the proceeding.
- (f) *Combined Proceedings.* If any claim made by the Corporation against a party is joined with any other claim against such party in a single proceeding, the claim by the corporation (and all expenses related thereto) shall nevertheless be deemed the subject of a separate and distinct proceeding for purposes of this Article.

Section 6.3 Prior Authorization Required. Any indemnification under Section 6.2 (unless ordered by a court) shall be made by the Corporation only if authorized in the specific case after a determination has been made that the party is eligible for indemnification in the circumstances because the party has met the applicable standard of conduct set forth in Section 6.2(a) and after an evaluation has been made as to the reasonableness of the expenses. Any such determination, evaluation and authorization shall be made by the board of directors by a majority vote of a quorum of such board, which quorum shall consist of directors not parties to the subject proceeding, or by such other person or body as permitted by law.

Section 6.4 Success on Merits or Otherwise. Notwithstanding any other provision of this Article VI, the Corporation shall indemnify a party to the extent such party has been successful, on the merits or otherwise, including, without limitation, dismissal without prejudice or settlement without admission of liability, in defense of any proceeding to which the party was a party against expenses incurred by such party in connection therewith.

Section 6.5 Advancement of Expenses. The Corporation shall pay for or reimburse the expenses, or a portion thereof, incurred by a party in advance of the final disposition of the proceeding if: (a) the party furnishes the Corporation a written affirmation of such party's good faith belief that he or she has met the standard of conduct described in Section 6.2(a)(i); (b) the party furnishes the Corporation a written undertaking, executed personally or on behalf of such party, to repay the advance if it is ultimately determined that the party did not meet such standard of conduct; and (c) authorization of payment and a determination that the facts then known to those making the determination would not preclude indemnification under this Article have been made in the manner provided in Section 6.3. The undertaking required by clause (b) must be an unlimited general obligation of the party, but need not be secured and may be accepted without reference to financial ability to make repayment.

Section 6.6 Payment Procedures. The Corporation shall promptly act upon any request for indemnification, which request must be in writing and accompanied by the order of court or other reasonably satisfactory evidence documenting disposition of the proceeding in the case of indemnification under Section 6.4 and by the written affirmation and undertaking to repay as required by Section 6.5 in the case of indemnification under such Section. The right to indemnification and advances granted by this Article shall be enforceable in any court of competent jurisdiction if the Corporation denies the claim, in whole or in part, or if no disposition of such claim is made within ninety

days after written request for indemnification is made. A party's expenses incurred in connection with successfully establishing such party's right to indemnification, in whole or in part, in any such proceeding shall also be paid by the Corporation.

Section 6.7 Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against that liability under Colorado law. The Corporation's payment of premiums with respect to such insurance coverage shall be provided primarily for the benefit of the Corporation. To the extent that such insurance coverage provides a benefit to the insured person, the Corporation's payment of premiums with respect to such insurance shall be provided in exchange for the services rendered by the insured person and in a manner so as not to constitute an excess benefit transaction under section 4958 of the Internal Revenue Code of 1986, as amended (the "**Code**").

Section 6.8 Right to Impose Conditions to Indemnification. The Corporation shall have the right to impose, as conditions to any indemnification provided or permitted in this Article, such reasonable requirements and conditions as may appear appropriate to the board of directors in each specific case and circumstances, including, but not limited to, any one or more of the following: (a) that any counsel representing the party to be indemnified in connection with the defense or settlement of any proceeding shall be counsel mutually agreeable to the party and to the corporation; (b) that the Corporation shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the party to be indemnified; and (c) that the Corporation shall be subrogated, to the extent of any payments made by way of indemnification, to all of the indemnified party's right of recovery, and that the party to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the corporation.

Section 6.9 Other Rights and Remedies. Except as limited by law, the indemnification provided by this Article shall be in addition to any other rights which a party may have or hereafter acquire under any law, provision of the articles of incorporation, any other or further provision of these bylaws, vote of the board of directors, agreement, or otherwise

Section 6.10 Applicability; Effect. The indemnification provided in this Article shall be applicable to acts or omissions that occurred prior to the adoption of this Article, shall continue as to any party entitled to indemnification under this Article who has ceased to be a director, officer or employee of the Corporation or, at the request of the Corporation, was serving as and has since ceased to be a director, officer, partner, trustee, employee, fiduciary or agent of any other domestic or foreign corporation, or of any partnership, joint venture, trust, other enterprise or employee benefit plan, and shall inure to the benefit of the estate and personal representatives of each such person. The repeal or amendment of this Article or of any Section or provision hereof that would have the effect of limiting, qualifying or restricting any of the powers or rights of indemnification provided or permitted in this Article shall not, solely by reason of such repeal or amendment, eliminate, restrict or otherwise affect the right or power of the Corporation to indemnify any person, or affect any right of indemnification of such person, with respect to any acts or omissions that occurred prior to such repeal or amendment. All rights to indemnification under this Article shall be deemed to be provided by a contract between the corporation and each party covered hereby.

Section 6.11 Indemnification of Agents. The corporation shall have the right, but shall not be obligated, to indemnify any agent of the Corporation not otherwise covered by this Article to the fullest extent permissible by the laws of Colorado. Unless otherwise provided in any separate indemnification arrangement, any such indemnification shall be made only as authorized in the specific case in the manner provided in Section 6.3.

Section 6.12 Savings Clause; Limitation. If this Article or any Section or provision hereof shall be invalidated by any court on any ground, then the corporation shall nevertheless indemnify each party otherwise entitled to indemnification hereunder to the fullest extent permitted by law or any applicable provision of this Article that shall not have been invalidated.

Notwithstanding any other provision of these bylaws, the Corporation shall neither indemnify any person nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with the qualification of the Corporation as an organization described in section 501(c)(3) of the Code, or that would result in the imposition of any liability under section 4941 of the Code.

## **ARTICLE VII PURPOSE, RESTRICTIONS**

Section 7.1 General. The purposes of the Corporation are those set forth in the articles of incorporation, subject to restrictions set forth in such articles of incorporation, restrictions on amendment as set forth in the articles of incorporation, and in restrictions on amendment set forth in these bylaws pursuant to the authority set forth in the articles of incorporation.

Section 7.2 Contributions, Special Funds. The corporation may accept contributions, grants, bequests or devises designated to and consistent with its purposes. The designation of funds shall not, however, restrict the corporation's ownership, dominion and control of the designated funds in any manner which is inconsistent with the Corporation's duties and powers as an organization described in section 501(c)(3) of the Code.

## **ARTICLE VIII MISCELLANEOUS**

Section 8.1 Account Books, Minutes, Etc. The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its board of directors and committees. All books and records of the Corporation may be inspected by any director or by the authorized agent or attorney of any such person, for any proper purpose at any reasonable time.

Section 8.2 Public Accountability. The Corporation shall provide for all financial reports necessary or desirable for a charitable organization exempt from tax under Section 501(c)(3) of the Code. The Corporation shall provide for an annual independent audit of its financial affairs. The Corporation shall publish and make available to the general public all tax applications and returns as appropriate for a charitable organization exempt from tax under Section 501(c)(3) of the Code.

Section 8.3 Fiscal Year. The corporation shall have a fiscal year ending December 31st.

Section 8.4 Distributions, Conveyances and Encumbrances.

(a) Distributions of Distributable Current Assets. As defined below, Distributable Current Assets may from time to time be distributed by the Corporation upon request of the Voting Member (and approval of the Voting Member's Request by the Board of Directors) per the following terms and conditions:

- i. the recipient must be either the Voting Member, or the Voting Member's Voting Member (Catholic Charities and Community Services of the Archdiocese of Denver, Inc.), provided that at the time of such distribution the recipient is a non-profit entity described in section 501(c)(3) of the Code, contributions to which are deductible under section 170(c)(2) of the Code (an "**Eligible Charitable Recipient**"); and
- ii. the recipient must covenant and agree that it shall hold such assets in trust to be administered and disbursed exclusively to further the recipient's charitable and religious purposes by supporting such programs and activities of the recipient as are set forth in applications for funding or funding agreements with the Corporation.
- iii. As used herein the term "**Distributable Current Assets**" shall mean the cash and cash equivalent assets of the Corporation which are in excess of (a) such amounts as are required to be maintained in the Corporation (or its subsidiary entities) pursuant to the terms of any regulation, agreement, covenant, restriction or similar law or instrument, and (b) such additional amounts as are determined by the Corporation's officers to maintain reasonable reserves for the Corporation's projected expenses and expenditures in excess of projected revenues.

(b). Other Distributions, Conveyances and Encumbrances. With respect to distributions other than Distributions of Distributable Current Assets and the administration of the remaining property of the Corporation other than Distributable Current Assets:

- i. All property acquired and administered by the Corporation shall be solely utilized for the purposes set forth herein or in the articles of incorporation and all matters relating to the administration, alienation and of such property shall be addressed in a manner consistently with limitations and requirements set forth in any (a) canonical decree, canonical statutes and/or particular law applicable to the corporation or properties held by it, as well as (b) any agreement, covenant, restriction, governmental statute or regulation, or similar law or instrument with third-parties or other instrument binding upon the Corporation or the assets of the corporation.
- ii. All property belonging to the Corporation may only be alienated or encumbered with the prior express written authority from the Voting Member.
- iii. Upon dissolution of the Corporation shall be distributed as requested by the Voting Member (and approval of the Voting Member's Request by the Board of Directors) as set forth in the articles of incorporation, provided that:
  - (a) the distributee must covenant and agree that it shall hold such assets in trust to be administered and disbursed exclusively to support the charitable and religious activities of such recipient; and

- (b) the distributee shall hold any and all real property (and personal or investment assets associated with such property) distributed to it subject to the ongoing terms of any agreement, covenant, restriction, governmental statute or regulation, or similar law or instruments with third-parties or other instrument binding upon the Corporation with respect to such property.

Section 8.5     Conflicts of Interest.

- (a) From time to time potential conflicts of interest or the appearance of such conflicts will inevitably arise. It is the policy of the corporation to deal with such conflicts in as open and appropriate way as possible.
- (b) If any person who is a director or officer of the Corporation is aware that the Corporation is about to make a grant to or otherwise enter into any transaction directly or indirectly with such person, any member of that person's family, or any entity in which that person has any legal, equitable or fiduciary interest or position, including, without limitation, as a director, officer, shareholder, partner, beneficiary or trustee, such person shall: (i) promptly inform those charged with approving the transaction on behalf of the corporation of such person's interest or position; (ii) disclose any material facts within such person's knowledge that bear on the advisability of such transaction from the standpoint of the corporation; and (iii) not be entitled to vote on the decision to enter into such transaction. Notwithstanding the foregoing, the Corporation shall not enter into any transaction in violation of the restrictions set forth in the Corporation's articles of incorporation.
- (c) In the event the Corporation awards any grant or otherwise enters into any transaction that involves any actual or potential conflict of interest, the fact of the conflict and of compliance by all parties with the requirements of Section 8(b) shall be recorded in the minutes of the proceedings approving such grant or other transaction.
- (d) The directors, officers, employees and agents of the Corporation shall also faithfully observe and comply with any other policies or procedures adopted by the corporation from time to time to assure that conflicts of interests and any other matters bearing on the proper and ethical conduct of corporate affairs are appropriately and effectively monitored, disclosed and dealt with in furtherance of the best interests of the corporation.

Section 8.6     Loans to Directors and Officers Prohibited. No loans shall be made by the Corporation to its directors or officers. Any director or officer who assents to or participates in the making of any such loan shall be liable to the Corporation for the amount of such loan until it is repaid.

Section 8.7     References to Internal Revenue Code. All references in these bylaws to provisions of the Internal Revenue Code or the Code are to the provisions of the Internal Revenue Code of 1986, as amended, and to the corresponding provisions of any subsequent federal tax laws.

Section 8.8     Amendments. The power to alter, amend or repeal these bylaws and adopt new bylaws shall solely be vested in the Voting Member (which shall adopt any such amendment only upon

approval of the Voting Member's board of directors); provided, however, that no alteration, amendment or repeal shall become effective in contravention of the Act or any canonical statutes or Canon Law applicable to the Corporation, or without any review or filing which may from time to time be required thereunder.

Section 8.9     Resolution of Disputes. The Corporation is a non-autonomous pious foundation established in accord with canon 1303 §1, 2° of the Code of Canon Law of the Roman Catholic Church. Any and all disputes or disagreements which may arise in connection with the operation and administration of the Corporation shall be resolved by reference to the Corporation's canonical statutes and Canon Law,<sup>1</sup> which shall be controlling.

Section 8.10    Severability. The invalidity of any provision of these bylaws shall not affect the other provisions hereof, and in such event these bylaws shall be construed in all respects as if such invalid provision were omitted.

(END)

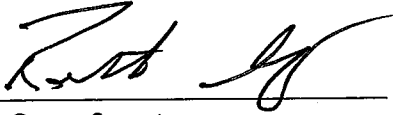
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<sup>1</sup> "Canon Law," as used herein shall refer to ecclesiastical law governing the Roman Catholic Church including the principal codification of such law, The Code of Canon Law (1983) as periodically amended or revised and canonical instructions or other documents promulgated by the Holy See, which interprets canonical legislation; the canonical norms for the Roman Catholic Church in the United States as approved by the Holy See; the particular law of the United States Conference of Catholic Bishops, which body interprets such law; and the particular law, legislative decrees and regulations promulgated by the Archbishop of Denver, which interprets such law.



CERTIFICATE OF SECRETARY

I, the undersigned, certify that I am currently elected Secretary of Archdiocesan Housing, Inc., the sole voting member of Colorado Affordable Catholic Housing Corporation, and the above Bylaws, consisting of thirteen (13) pages, have been approved by Catholic Charities and Community Services of the Archdiocese of Denver, Inc. and are the Bylaws of Colorado Affordable Catholic Housing Corporation, effective as of August 25, 2022, and that they have not been amended or modified since that date.

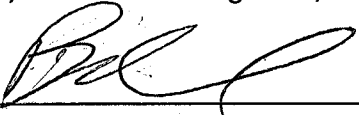


Robert Gross, Secretary

8/31, 2022

CERTIFICATE OF SECRETARY

I, the undersigned, certify that I am currently elected Secretary of Catholic Charities and Community Services of the Archdiocese of Denver, Inc., the sole voting member of Archdiocesan Housing, Inc., and the above Bylaws, consisting of seventeen (17) pages, have been approved by Catholic Charities and Community Services of the Archdiocese of Denver, Inc. and are the Bylaws of Archdiocesan Housing, Inc., effective as of August 25, 2022, and that they have not been amended or modified since that date.

  
\_\_\_\_\_  
Brent Osland, Secretary

  
\_\_\_\_\_, 2022

Date: January 30, 2026

Attn:

Community Planning & Development  
City and County of Denver  
Attn: Edson Ibanez  
201 W. Colfax Avenue, Dept. 205  
Denver, CO 80202

From:

Charlie Deese  
Cushing Terrell  
1700 Broadway, ste. 1200  
Denver, CO 80290  
RE: Rezoning Application 831 S. Monaco Pkwy

Dear Mr. Ibanez,

This project narrative is provided to serve as supporting documentation for the Rezone Application filed by Cushing Terrell as an authorized representative of 2800 Midland LLC for property located at 831 S. Monaco Parkway (the "Property"). Cushing Terrell intends to seek approval of a rezone from the current Suburban Mixed Use, three stories (S-MX-3A) to Suburban Multi Unit, three stories (S-MU-3). The rezone will allow the property owner to combine the parcel with 801 S. Monaco (S-MU-3) and create a building site suited for future affordable housing development. S-MU-3 is more restrictive than S-MX-3A and allows the Apartment Building form (as well as other residential forms), where S-MX-3A allows the general building form and other more commercial forms. The building form discrepancy is the primary need for the rezone as the goal of the owner is to develop a residential property across both lots.

The requested district is common in this area of the city, appropriate for the site and is complimentary to the residential neighborhood context to on the west side of Monaco Parkway. The request also aligns with adopted plans for the area in many ways.

Request for Rezoning Summary

Address: 831 S. Monaco Parkway, Denver, CO  
RNOs: Virginia Vale Community Association  
Site Area: 7,050 SF  
Current Zoning: S-MX-3A  
Proposed Zoning: S-MU-3

Property Owner: 2800 Midland LLC

Owner Representative/Applicant: Cushing Terrell

Council District: No. 6, Paul Kashman and No. 5, Amanda Sawyer (Adjacent district)

Neighborhood: Washington Virginia Vale

|                                | Current                             | Proposed                            |
|--------------------------------|-------------------------------------|-------------------------------------|
|                                | S-MX-3 A<br>(General Building Form) | S-MU-3<br>(Apartment Building Form) |
| Stories                        | 3 (4 affordability bonus)           | 3 (4 affordability bonus)           |
| Maximum Height                 | 45' (55' affordability bonus)       | 40' (50' affordability bonus)       |
| Primary Setback                | 25' (Monaco Parkway)                | 25' (Monaco Parkway)                |
| Side Street (Min)              | 0'                                  | 5'                                  |
| Side Interior (Min)            | 0'                                  | 7.5'                                |
| Rear, alley/no alley (Min)     | 0'                                  | 10'/20'                             |
| Primary Building Form Allowed: | General                             | Apartment                           |
| Parking:                       | 1.25/unit, bike 1/5 unit<br>(80/20) | 1.25/unit, bike 1/5 unit<br>(80/20) |

### **Site Description**

The site is located on the east side of S. Monaco Parkway, south of E. Ohio Ave., with existing multi-family properties to the north and west, and a single-family home located directly to the south.

The site currently contains an unoccupied single-family home with driveway access from Monaco Parkway. There is no alley access to the property.

### **DZC Sec 12.4.10.7.A: Consistency with Adopted Plans**

*The rezone request is appropriate and consistent with surrounding properties. If approved, the rezone will continue to enhance the Suburban Neighborhood Context as it will maintain similar uses already permitted by the existing designation. Ultimately the rezone will match the subject property zoning to the adjacent property at 801 S. Monaco. This consistency will contribute to orderly redevelopment and promote future projects. Further, the rezone will not change the street and block patterns typically found in the Suburb Neighborhood context as uses and building forms are similar across the existing and proposed zoning designations. In addition, any future project will need to align with historic parkway requirements.*

## Comprehensive Plan 2040

- Equitable, Affordable and Inclusive
  - Goal 1, Strategy A of increasing development of housing units close to transit and mixed-use developments.
    - *The proposed rezone will allow for residential development, including the apartment building form, resulting in future housing on a transit corridor near mixed-use developments.*
  - Goal 2, Strategy A of creating a greater mix of housing options in the neighborhood for all individuals and families.
    - *The proposed rezone will allow for multi-unit residential development, including the apartment building form, resulting in diverse housing options.*
  - Goal 2, Strategy C of fostering communities of opportunity by aligning housing strategies and investments to improve economic mobility and access to transit and services.
    - *The site is on a major thoroughfare with access to regular bus routes. New multifamily development will have to provide bicycle storage and parking as required by code.*
  - Goal 3, Strategy B of using land use regulations to enable and encourage the private development of affordable, missing middle and mixed-income housing, especially where close to transit.
    - *The proposed rezone would enable the private development of multi-family residential housing on a transit corridor. Affordability incentives would allow up to 4-stories.*
- Strong and Authentic Neighborhoods
  - Goal 1, Strategy A of encouraging quality infill development that is consistent with the surrounding neighborhood and offers opportunities for increased amenities.
    - *The rezone of this property will match the adjacent property at 801 S. Monaco Parkway. This will ensure consistency across the block.*
    - *Any future project will need to align with historic parkway requirements, requiring a 25 foot landscaped setback creating a pedestrian amenity along Monaco Parkway.*
- Connected, Safe and Accessible Places
  - Goal 3, Strategy C to protect, enhance and expand Denver's legacy pathways: its historic parkways, boulevards, greenways and trails.

- *The project will conform with the 25 foot required setback and landscaping requirement of the historic Monaco Parkway designation.*
- Goal 8, Strategy B to promote transit-oriented development and encourage higher density development, including affordable housing, near transit to support ridership.
  - *The proposed rezone would allow for the creation of multi-family residential housing on a transit corridor. Affordability incentives would allow up to 4-stories and reduce parking requirements. Encouraging residents to utilize public transit.*
- Environmentally Resilient
  - Goal 8, Strategy A to promote infill development where infrastructure and services are already in place.
  - Goal 8, Strategy C to focus growth by transit stations and along high- and medium-capacity transit corridors.
  - Goal 9, Strategy B of improving Denver's air by reducing the use of single-occupancy vehicles...supporting mixed-use, walkable neighborhoods.
    - *The proposed rezone would allow for the creation of multi-family residential housing on a transit corridor. Affordability incentives would allow up to 4-stories and reduce parking requirements. Encouraging residents to utilize public transit.*

## **Blueprint Denver**

*The project aligns with Place and Street frameworks outlined in Blueprint Denver. The S-MU-3 rezone will match the zoning already in place at 801 S. Monaco Parkway, allow the apartment building form, and will require future development to improvement to the Monaco street frontage. The multi-unit designation will support the development of high-density residential building forms the property and ensure the development includes elements of walkability. It may also encourage continued transit options in the area. All of which support inclusive redevelopment.*

*Monaco is a designated historical parkway and the rezone will not compromise the character of this important corridor. The proposed zoning will require future development to comply with a 25 foot building setback, compliance with parkway requirements thus creating generous green space along the corridor. Further, the required setback along Monaco will provide an area of refuge for pedestrians.*

## **Future Neighborhood Context**

*In Blueprint Denver, future neighborhood contexts are used to help understand differences between land use, built form, and mobility at a high scale, between neighborhoods. The subject parcel is identified as a Community Center Future Place in a Suburban Future Neighborhood Context. The Suburban Neighborhood Context is described as the city's most varied development pattern. Ideally areas characterized in the suburban context are predominately urban in nature and while development tends to include more auto-oriented design, residents should still have access to comprehensive multimodal connectivity.*

*The rezone will not significantly depart from what is already permitted at the property. Similar to the existing zone, S-MU-3 will allow up to a 4-story multi-unit residential apartment building if the project includes the required affordable housing. Further, the required building setbacks associated with the proposed S-MU-3 will complement the lower-rise residential to the west, while future residents will benefit from close proximity and to the commercial district to the east.*

#### Future Place Type

*The subject parcel is identified as a Community Center Future Place Type. This place type is characterized by a medium scale of mixed uses and activity levels. A variety of large and small scale buildings, along with variation in setbacks and building heights (generally up to 5 stories) can be found in this place type.*

*The proposed S-MU-3 zone is consistent with the Blueprint Denver Community Center place type. The S-MU-3 allows for a variety of residential uses and limits building height to three stories (four stories using the affordability bonus). Three and four story building represent an appropriate building scale in an urban metro area. Further, the additional setbacks included with the proposed S-MU-3 zone provide light and air between buildings of varying scale.*

#### Growth Strategy

*Blueprint Denver states that the city will direct most growth to key centers and corridors thus contributing to achieving citywide equity goals to benefit all residents. Specifically, Blueprint Denver recognizes a high threat of involuntary displacement in the subject area with a moderate need for housing diversity. The proposed rezone will not contribute to permanent displacement of existing residents. In fact, the proposed rezone is an important element needed to pursue redevelopment of the site into modern affordable housing units.*

## Street Type

*Monaco is designated as a Commercial Arterial and a historical parkway and the rezone will not compromise the character of this important corridor. The proposed zoning will require future development to comply with a 25-foot building setback, compliance with parkway requirements thus creating generous green space along the corridor. Further, the required setback along Monaco will provide an area of refuge for pedestrians.*

*New residential development on the site will enhance multi-modal options for residents. New projects will include secured bicycle storage as required by code. The site is along a bus route, with a stop less than a block away.*

## Near Southeast Area Plan

*831 S. Monaco Parkway is located along an Arterial and Balanced Street with Parkway designation. It is within a Community Center, where the recommended building height guidance is up to 5 stories. The proposed rezone to S-MU-3 allows the apartment building form and up to four-stories if the project provides affordable housing, increasing the number of income restricted units in the area. This aligns with suggested building heights and is appropriate.*

*The rezone meets the following goals and recommendations.*

### 2.4.6 Recommendations Multi-unit Residential

LU-6: Provide a variety of high-quality and affordable housing options, ranging from triplexes and townhomes to small apartments and garden courts to large apartment and condominium buildings, while preserving desirable design characteristics and compatibility in Residential Low-Medium, Residential High-Medium and Residential High places.

### 3.2.1 Recommendations: Affordable and Quality Housing

HE-2: Prioritize new affordable housing and increase housing diversity – particularly in areas near transit, services and amenities to support households of different sizes, ages and incomes in all neighborhoods.

A: Ensure affordable housing meets community needs

1. Housing that is affordable to households earning very low, low and moderate incomes, consistent with adopted city policy.



3. Housing options designed to accommodate a range of households, including families, multi-generational living, aging in place, residents with disabilities and residents needing supportive services.
4. Affordable housing that will remain affordable for the long-term (99 years), consistent with city policy.
5. Affordable housing options that are of equal quality to and indistinguishable from unrestricted market-rate housing in the area.

## 6.6 Washington Virginia Vale

### 6.6.2 Key Opportunities

Redevelopment of Leetsdale and Monaco – Encourage redevelopment of retail centers at Leetsdale and Monaco, improvement of corridors and intersections, and multi-unit development in surrounding areas.

### 6.6.4 Land Use and Built Form

Much of Washington Virginia Vale has retained Former Chapter 59 zoning and zoning standards need to be improved to respond to community needs as older developments start to be updated or redeveloped.

#### A. Rezone Former Chapter 59 properties into the Denver Zoning Code.

1. Consider zone districts such as S-MU-3 or equivalent for Low-Medium Residential areas.

#### B. Update zoning standards as appropriate to ensure high-quality design and walkability while allowing flexibility to accommodate the various housing types in Washington Virginia Vale.

1. Ensure updates continue to promote affordability and reduce risk of involuntary displacement.

## 7.0 Focus Areas and Transformation Projects

### 7.4 Leetsdale Drive and Monaco Parkway

#### Conceptual Development:

LU-1: Elements of a Complete Neighborhood & Height - Consistent with adopted citywide policies in Blueprint Denver and in coordination with citywide efforts, direct growth to regional centers, community centers and community corridors with improved infrastructure and design and incorporate elements of complete neighborhoods in areas where additional height beyond existing entitlements is recommended.

## **DZC Sec 12.4.10.7. B: Public Interest**

*The proposed rezone is within the public interest. The rezone will match the adjacent property at 801 S. Monaco Parkway allowing the owner to combine the properties. The proposed zone district will also encourage residential redevelopment to occur at an underutilized property. The proposed rezone also furthers the public interest through implementation of the Comprehensive Plan 2024, Blueprint Denver, and the Near Southeast Area Plan.*

**DZC Sec 12.4.10.7. C: Consistency with Neighborhood Context, Zone District Purpose and Intent (DZC Division 3.1 Neighborhood Context, DZC Sec. 3.2.2.1: General Purpose, & DZC Sec 3.3.3.3 Specific Intent)**

*The requested rezone is consistent with the suburban neighborhood context, purpose, and intent in the surrounding areas to the north, west and south. The adjacent lot at 801 S. Monaco Pkwy is zoned S-MU-3 and there are several multi-story apartment buildings in the area. The multi-unit designation will allow for consistent residential development along the west side of Monaco, buffering the single-family district to the west of the property from the commercial area on the east side of Monaco. It will ensure any new property will have ample space for sidewalks and pedestrian buffers from the street. The requested height is consistent with multi-unit properties in the area and the new designation will allow for the creation of additional dwelling units on the property utilizing specific residential building forms including apartment buildings. This will increase diversity and availability of housing in the area. The property is also along a bus route with a stop less than one block to the north. This will give future residents multi-modal transportation options and require less reliance on a personal vehicle.*

**Outreach**

Outreach was conducted with the following parties, notating the dates and method of communication.

| <b>Group</b>                                                         | <b>Contact</b> | <b>Date of Outreach</b> | <b>Method</b>                   |
|----------------------------------------------------------------------|----------------|-------------------------|---------------------------------|
| Community Planning and Development, City and County of Denver (AHRT) | Caeli Hill     | 6/24/2025               | Concept Plan Review (Teams)     |
| Community Planning and Development, City and County of Denver        | Edson Ibanez   | 11/24/2025              | Pre-application meeting (Teams) |

|                                         |                                                                                                                                                      |                                     |                                                       |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------------------------|
| District 6 Council Member Paul Kashmann | Claire Kelly                                                                                                                                         | 12/17/2025                          | Pre-application meeting (Teams)                       |
| District 5 Council Member Amanda Sawyer | denvercouncil5@denvergov.org                                                                                                                         | 11/24/2025<br>12/12/2025            | Email rezone meeting request                          |
| Virginia Vale Neighborhood Association  | Paul Aceto<br><a href="mailto:virginiavaleca@gmail.com">virginiavaleca@gmail.com</a> ,<br><a href="mailto:paul@paulaceto.com">paul@paulaceto.com</a> | 1/12/2026<br>1/22/2026<br>1/26/2026 | Email notice of pre-application request for rezone    |
| Adjacent Property Owners                | See attached address list                                                                                                                            | Mailed<br>1/28/2026                 | Postcard notice of pre-application request for rezone |

## Outreach Summary

Cushing Terrell (CT) initiated a potential future project with the Affordable Housing Review Team (AHRT) in June 2025 which required combining 801 S. Monaco Pkwy with 831 S. Monaco Pkwy. Because of conflicts in allowable building types across the parcels, CT was advised to pursue a rezone of 831 S. Monaco. The project has been accepted into the ARHT program.

In November 2025, the Cushing Terrell team began the rezone process and had the pre-application meeting with Edson Ibanez from Community Planning and Development. Mr. Ibanez informed the project team of the required steps, timeline and fees for the rezone. After this meeting, the project team reached out to the representatives in Council District 5 and 6 as well as the Registered Neighborhood Association.

The project team met with Council District 6 Representative Paul Kashmann and his staff via Teams on December 17<sup>th</sup> and received positive feedback on the potential future project and rezone. Representative Kashmann's team gave advice on outreach to neighbors, schools and different communities in the area. They felt reaching out to the local elementary school would be valuable when the project is underway as there is a great need for affordable housing. The project team made multiple attempts to reach Council District 5 with no response. Paul Aceto from the Virginia Vale Registered Neighborhood Association responded by email outlining typical communication and outreach opportunities through the RNO. The project team responded with the informational

postcard and hopes to participate in a future meeting so neighbors can ask questions regarding the rezone.

A postcard was sent to property owners and tenants within 200 yards of the property on Wednesday, January 28th. The postcard includes basic information about the rezone and a comparison between the existing and proposed zoning. The postcard includes an email where recipients can get more information or ask questions, as well as get information in Spanish. As of the date of submission, we have not received any questions or comments.

EXHIBIT A  
LEGAL DESCRIPTION  
831 SOUTH MONACO PARKWAY, DENVER, CO  
PAGE 01 OF 01

From CORRECTION QUITCLAIM DEED dated September 10, 2004

LOTS 40 AND 41, BLOCK 15, CAPITAL HILL TERRACE, CITY AND COUNTY OF DENVER,  
STATE OF COLORADO, ALSO KNOWN BY 831 SOUTH MONACO PARKWAY.



CORRECTION QUITCLAIM DEED

THIS DEED, made this 10 day of Sept, 2004, between Jeffrey Allen Mechanik and Marsha Jeen Mechanik of the First Part, and 1469 Holly St., LLC, a Colorado limited liability company, whose legal address is 5600 S. QUEBEC STREET, SUITE 148-B, GREENWOOD VILLAGE, COLORADO 80111, of the Second Part,

**WITNESSETH**, That the said party of the First Part, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to the said party of the First Part in hand paid by the said party of the Second Part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and QUIT CLAIMED, and by these presents do remise, release, sell, convey and QUIT CLAIM unto the said party of the Second Part, heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the said party of the First Part have in and to the following described lot or parcel of land situate, lying and being in the City and County of DENVER and State of Colorado, to wit:

LOTS 40 AND 41, BLOCK 15, CAPITOL HILL TERRACE, CITY AND COUNTY OF DENVER, STATE OF COLORADO, ALSO KNOWN BY 831 SOUTH MONACO PARKWAY

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said party of the First Part, either in law or equity, to the only proper use, benefit and behoof of the said party of the Second Part, heirs and assigns forever.

IN WITNESS WHEREOF, The said party of the First Part has hereunto set hand and seals the day and year first above written.

Jeffrey Allen Mechanik  
Jeffrey Allen Mechanik

Marsha Jeen Mechanik  
Marsha Jeen Mechanik

STATE OF COLORADO                   )  
                                                  ) ss  
County of Arapahoe                   )

The foregoing instrument was acknowledged before me on this 10 day of Sept, 2004, by Jeffrey Allen Mechanik and Marsha Jeen Mechanik.

My commission expires: 8-19-07  
WITNESS my hand and official seal.

D. Davis  
Notary Public

WHEN RECORDED, PLEASE RETURN TO:  
Louis J. Davis, Esq.  
5600 S. Quebec St., #148-B  
Greenwood Village, CO 80111

## Exhibit B: Outreach Emails

### Megan Cranston

---

**From:** Bupp, Elise - CC YA2246 City Council Aide Senior <Elise.Bupp@denvergov.org>  
**Sent:** Monday, December 22, 2025 12:48 PM  
**To:** Megan Cranston; Kelly, Claire - CC YA2245 City Council Aide  
**Cc:** Charlie Deese; Nicole Olmstead  
**Subject:** Re: Rezone Meeting Request

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Megan,

Yes, that is the contact for the Virginia Vale RNO. I'm not sure how much Mcmeen Elementary would need to know for the rezoning, I mentioned them for more after the fact for available housing.

I'll keep thinking if there's anyone else you should reach out to.

Thanks,



**DENVER**  
OFFICE OF CITY COUNCIL

**Elise Bupp** | Chief of Staff to Councilman Paul Kashmann  
Office of City Council District 6 | City and County of Denver  
Phone: (720) 337-6666 Cell: (213)-572-8871

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**From:** Megan Cranston <megancranston@cushingterrell.com>  
**Sent:** Thursday, December 18, 2025 12:28 PM  
**To:** Kelly, Claire - CC YA2245 City Council Aide <Claire.Kelly@denvergov.org>; Bupp, Elise - CC YA2246 City Council Aide Senior <Elise.Bupp@denvergov.org>  
**Cc:** Charlie Deese <CharlieDeese@cushingterrell.com>; Nicole Olmstead <NicoleOlmstead@cushingterrell.com>  
**Subject:** [EXTERNAL] RE: Rezone Meeting Request

Hi Elise –

Thanks for meeting with us yesterday about our rezone at 831 S. Monaco Parkway. Following up on a few contacts mentioned in our meeting.

I found this information on the city's website for the RNO. Is this still correct?

Contact: Paul Aceto

Phone1: 303-579-4611

Email: [virginiavaleca@gmail.com](mailto:virginiavaleca@gmail.com), [paul@paulaceto.com](mailto:paul@paulaceto.com)

Also, do you have a contact at McMeen Elementary you can share? We will add them to our contact list for the rezone and project.

If you have any question or would like more information about the project, please let me know!

Thanks,  
Megan



**Megan Cranston**

Design Technician

 720.477.7261  [cushingterrell.com](http://cushingterrell.com)

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**From:** Megan Cranston <megancranston@cushingterrell.com>

**Sent:** Thursday, December 4, 2025 10:06 AM

**To:** Kelly, Claire - CC YA2245 City Council Aide <Claire.Kelly@denvergov.org>; Bupp, Elise - CC YA2246 City Council Aide Senior <Elise.Bupp@denvergov.org>

**Cc:** Charlie Deese <CharlieDeese@cushingterrell.com>; Nicole Olmstead <NicoleOlmstead@cushingterrell.com>

**Subject:** RE: Rezone Meeting Request

Hi Claire –

Let's do 12/17 at 9am virtual. Thanks for organizing. Let us know if there is anything we can provide in advance.

Megan

**Megan Cranston**

Design Technician

720.477.7261 | [cushingterrell.com](http://cushingterrell.com)

---

**From:** Kelly, Claire - CC YA2245 City Council Aide <[Claire.Kelly@denvergov.org](mailto:Claire.Kelly@denvergov.org)>

**Sent:** Thursday, December 4, 2025 10:00 AM

**To:** Megan Cranston <[megancranston@cushingterrell.com](mailto:megancranston@cushingterrell.com)>; Bupp, Elise - CC YA2246 City Council Aide Senior <[Elise.Bupp@denvergov.org](mailto:Elise.Bupp@denvergov.org)>

**Cc:** Charlie Deese <[CharlieDeese@cushingterrell.com](mailto:CharlieDeese@cushingterrell.com)>; Nicole Olmstead <[NicoleOlmstead@cushingterrell.com](mailto:NicoleOlmstead@cushingterrell.com)>

**Subject:** RE: Rezone Meeting Request

Hi Megan –

My apologies, and thank you for following up! We can absolutely find time before the end of the year. Would you be available:

Wednesday, 12/17 at 9am (in-person or virtual)

Thursday, 12/18 at 3pm (virtual)

Happy to find another option or two if neither of these look good on your end.

Thanks!

Claire Kelly



**Aide to Councilman Paul Kashmann**

City Council- Council District 6 | City and County of Denver  
720.337.6666 Office Phone

---

**From:** Megan Cranston <[megancranston@cushingterrell.com](mailto:megancranston@cushingterrell.com)>

**Sent:** Thursday, December 4, 2025 9:53 AM

**To:** Bupp, Elise - CC YA2246 City Council Aide Senior <[Elise.Bupp@denvergov.org](mailto:Elise.Bupp@denvergov.org)>; Kelly, Claire - CC YA2245 City Council Aide <[Claire.Kelly@denvergov.org](mailto:Claire.Kelly@denvergov.org)>

**Cc:** Charlie Deese <[CharlieDeese@cushingterrell.com](mailto:CharlieDeese@cushingterrell.com)>; Nicole Olmstead <[NicoleOlmstead@cushingterrell.com](mailto:NicoleOlmstead@cushingterrell.com)>

**Subject:** [EXTERNAL] RE: Rezone Meeting Request

Hi Claire –

Checking in to see if we can get on the councilman's calendar to discuss a rezone in CD 6. We are hoping we can get in before the end of the year if possible. Please let us know what is available.

Thank you,  
Megan Cranston

**Cushing  
Terrell**

**Megan Cranston**

Design Technician

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**From:** Bupp, Elise - CC YA2246 City Council Aide Senior <[Elise.Bupp@denvergov.org](mailto:Elise.Bupp@denvergov.org)>

**Sent:** Tuesday, November 25, 2025 9:10 AM

**To:** Megan Cranston <[megancranston@cushingterrell.com](mailto:megancranston@cushingterrell.com)>; Kashmann, Paul J. - CC Member District 6 Denver City Council <[Paul.Kashmann@denvergov.org](mailto:Paul.Kashmann@denvergov.org)>

**Cc:** Lior, Masha M. - CC YA2246 City Council Aide Senior <[Masha.Lior@denvergov.org](mailto:Masha.Lior@denvergov.org)>; Kelly, Claire - CC YA2245 City Council Aide <[Claire.Kelly@denvergov.org](mailto:Claire.Kelly@denvergov.org)>; Charlie Deese <[CharlieDeese@cushingterrell.com](mailto:CharlieDeese@cushingterrell.com)>; Nicole Olmstead <[NicoleOlmstead@cushingterrell.com](mailto:NicoleOlmstead@cushingterrell.com)>

**Subject:** Re: Rezone Meeting Request

Hi Megan,

Thanks for contacting CM Kashmann about this development. As long as you have not submitted the application, we are happy to meet and discuss. Claire in our office manages the calendar but is off today. She will connect with you either tomorrow or early next week to find a time.

Thanks!



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OFFICE OF CITY COUNCIL

**Elise Bupp** | Chief of Staff to Councilman Paul Kashmann  
Office of City Council District 6 | City and County of Denver  
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**From:** Megan Cranston <[megancranston@cushingterrell.com](mailto:megancranston@cushingterrell.com)>

**Sent:** Monday, November 24, 2025 4:28 PM

**To:** Kashmann, Paul J. - CC Member District 6 Denver City Council <[Paul.Kashmann@denvergov.org](mailto:Paul.Kashmann@denvergov.org)>

**Cc:** Bupp, Elise - CC YA2246 City Council Aide Senior <[Elise.Bupp@denvergov.org](mailto:Elise.Bupp@denvergov.org)>; Lior, Masha M. - CC YA2246 City Council Aide Senior <[Masha.Lior@denvergov.org](mailto:Masha.Lior@denvergov.org)>; Kelly, Claire - CC YA2245 City Council Aide <[Claire.Kelly@denvergov.org](mailto:Claire.Kelly@denvergov.org)>; Charlie Deese <[CharlieDeese@cushingterrell.com](mailto:CharlieDeese@cushingterrell.com)>; Nicole Olmstead <[NicoleOlmstead@cushingterrell.com](mailto:NicoleOlmstead@cushingterrell.com)>

**Subject:** [EXTERNAL] Rezone Meeting Request

Council member Kashman and team –

My name is Megan Cranston, I'm an architectural designer with Cushing Terrell here in Denver. We are working with Catholic Charities Housing to rezone a parcel at 831 S. Monaco Parkway. The goal is to match the zoning at 801 S. Monaco Parkway so we can build 75 units of affordable housing. The new development will have one 4-story apartment building with 1-, 2-, 3- and 4-bedroom rental units.

We are hoping to meet with you or your team to discuss the project and gain insights on the best way to reach out to neighbors to inform them about the project.

Please let us know when you are available over the next few weeks. We can be available over zoom/teams or in person.

Thank you,  
Megan Cranston

**Cushing  
Terrell.**

**Megan Cranston**

Design Technician

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## Megan Cranston

---

**From:** Megan Cranston  
**Sent:** Monday, January 26, 2026 4:48 PM  
**To:** Paul Aceto  
**Cc:** virginiavaleca@gmail.com; Nicole Olmstead; Charlie Deese  
**Subject:** RE: Request for Rezone 831 S. Monaco Parkway  
**Attachments:** 831 Monaco Rezone Postcard.pdf

Hi Paul,

Thanks for following up. We are sending a postcard to neighbors this week with some details on the rezone (see attached). It includes an email address to send questions and get more information. Right now, the primary goal of the rezone is to match the zoning on 801 S. Monaco Parkway so the owner can combine the lots for potential future projects.

Do you currently hold regular meetings? If so, is there an opportunity to participate in the next couple months?

Thanks,  
Megan

## Megan Cranston

Design Technician

720.477.7261 | [cushingterrell.com](mailto:cushingterrell.com)

---

**From:** Paul Aceto <[paul@theacetoteam.com](mailto:paul@theacetoteam.com)>  
**Sent:** Saturday, January 24, 2026 11:28 AM  
**To:** Megan Cranston <[megancranston@cushingterrell.com](mailto:megancranston@cushingterrell.com)>  
**Cc:** virginiavaleca@gmail.com; Nicole Olmstead <[NicoleOlmstead@cushingterrell.com](mailto:NicoleOlmstead@cushingterrell.com)>; Charlie Deese <[CharlieDeese@cushingterrell.com](mailto:CharlieDeese@cushingterrell.com)>  
**Subject:** Re: Request for Rezone 831 S. Monaco Parkway

Hello Megan,

Thank you for the email regarding the upcoming application for a zone district change for 831 S Monaco Pkwy from Mixed Use to Multi-Unit. I have shared your email with the other board members.

If any renderings have been prepared, please share.

Our standard practice for rezoning applications consists of the following:

1. Present the zone district change request details to residents via 3 platforms; direct email, Nextdoor and Facebook.
2. Offer residents the opportunity to meet with the developer and their team for a Q and A session.

3. Request of residents to present their questions via email and to provide feedback by a specified deadline.
4. Prepare a letter on behalf of the residents reporting the efforts made to notify them and the results of our efforts.

We are unable to provide any type of approval on behalf of residents. Reason being is the VVCA represents a limited number of residents within the community. We can not speak on behalf of the entire community.

Thank you, Paul Aceto  
VVCA President.



**Paul Aceto**

Team Leader & Realtor

The Aceto Team

---

 [303-579-4611](tel:303-579-4611)  
 [Paul@TheAcetoTeam.com](mailto:Paul@TheAcetoTeam.com)  
 [TheAcetoTeam.com](http://TheAcetoTeam.com)



On Thu, Jan 22, 2026 at 7:22 PM Megan Cranston <[megancranston@cushingterrell.com](mailto:megancranston@cushingterrell.com)> wrote:

Hello Virginia Vale RNO –

I'm follow up to ensure you received my earlier email. We will be submitting our rezone application next week. Once the application is submitted, we will be doing an additional round of notification with an opportunity for residents to comment. We are happy to answer any questions from the community.

Thanks,  
Megan Cranston

Cushing Terrell



**Megan Cranston**

Design Technician

720.477.7261 [cushingterrell.com](http://cushingterrell.com)

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**From:** Megan Cranston <[megancranston@cushingterrell.com](mailto:megancranston@cushingterrell.com)>

**Sent:** Monday, January 12, 2026 11:15 AM

**To:** [virginiavaleca@gmail.com](mailto:virginiavaleca@gmail.com); [paul@paulaceto.com](mailto:paul@paulaceto.com)

**Cc:** Nicole Olmstead <[NicoleOlmstead@cushingterrell.com](mailto:NicoleOlmstead@cushingterrell.com)>; Charlie Deese <[CharlieDeese@cushingterrell.com](mailto:CharlieDeese@cushingterrell.com)>

**Subject:** Request for Rezone 831 S. Monaco Parkway

Hello Paul and members of the Viginial Vale RNO,

On behalf of the owner of 831 S. Monaco Parkway, we are working with the City of Denver to request a rezone of the property from S-MX-3A to S-MU-3. S-MU-3 is a multi-family designation and is more restrictive than S-MX-3 (mixed use), requiring greater setbacks and lower building height. It is the goal of the current owner to combine this lot with the adjacent lot at 801. S Monaco Parkway, which they own and is zoned S-MU-3. This would allow the owner to create a large, income-restricted multifamily project, adding to the affordable options in the neighborhood. Here's a comparison of the current and requested zoning:

|                               | CURRENT                             | PROPOSED                            |
|-------------------------------|-------------------------------------|-------------------------------------|
|                               | S-MX-3<br>(General Form)            | S-MU-3<br>(Apartment Form)          |
| Stories                       | 3<br>(4 with incentives)            | 3<br>(4 with incentives)            |
| Height                        | 45'<br>(55' with incentives)        | 40'<br>(50' with incentives)        |
| Primary Setback               | 25'                                 | 25'                                 |
| Side Street (Min)             | 0'                                  | 5'                                  |
| Side Interior (Min)           | 0'                                  | 7.5'                                |
| Rear, alley/no alley<br>(Min) | 0'                                  | 10'/20'                             |
| Parking:                      | 1.25/unit,<br>bike 1/5 unit (80/20) | 1.25/unit,<br>bike 1/5 unit (80/20) |

We plan on submitting our application in February 2026 and will begin initial neighbor outreach in the coming weeks. Once our application is submitted, we will begin formal outreach and noticing. We are happy to answer any questions and share details of the potential future project.

Best,

Megan Cranston

**Megan Cranston**

Design Technician

720.477.7261 | [cushingterrell.com](http://cushingterrell.com)

## Megan Cranston

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**From:** Megan Cranston  
**Sent:** Friday, December 12, 2025 3:58 PM  
**To:** DenverCouncil5@denvergov.org  
**Cc:** Charlie Deese; Nicole Olmstead  
**Subject:** RE: Rezone Meeting Request

Hello –

I'm following up on our request to meet with Council Person Sawyer's team on a rezone for 831 S. Monaco Parkway. We will be meeting with CD 6 on 12/17. We would love to meet before the end of the year or early January if possible. The site is on the border of CD5 & CD6. We will need to notify neighbors within CD5 of the rezone request.

Please let us know if we can get on the calendar soon.

Thank you,  
Megan Cranston

## Megan Cranston

Design Technician

720.477.7261 | [cushingterrell.com](mailto:cushingterrell.com)

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**From:** Megan Cranston <megancranston@cushingterrell.com>  
**Sent:** Monday, November 24, 2025 4:41 PM  
**To:** DenverCouncil5@denvergov.org  
**Cc:** Charlie Deese <CharlieDeese@cushingterrell.com>; Nicole Olmstead <NicoleOlmstead@cushingterrell.com>  
**Subject:** RE: Rezone Meeting Request

Council Member Sawyer and Team –

My name is Megan Cranston, I'm an architectural designer with Cushing Terrell here in Denver. We are working with Catholic Charities Housing to rezone a parcel at 831 S. Monaco Parkway. The goal is to match the zoning at 801 S. Monaco Parkway so we can build 75 units of affordable housing. The new development will have one 4-story apartment building with 1-, 2-, 3- and 4-bedroom rental units. Although this project isn't within your district, it is right across the street.

We are hoping to meet with you or your team to discuss the project and gain insights on the best way to reach out to neighbors to inform them about the project.

Please let us know when you are available over the next few weeks. We can be available over zoom/teams or in person.

Thank you,  
Megan Cranston



Megan Cranston

Design Technician

 [720.477.7261](tel:720.477.7261)  [cushingterrell.com](https://cushingterrell.com)

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**NOTICE OF REQUEST FOR REZONE**

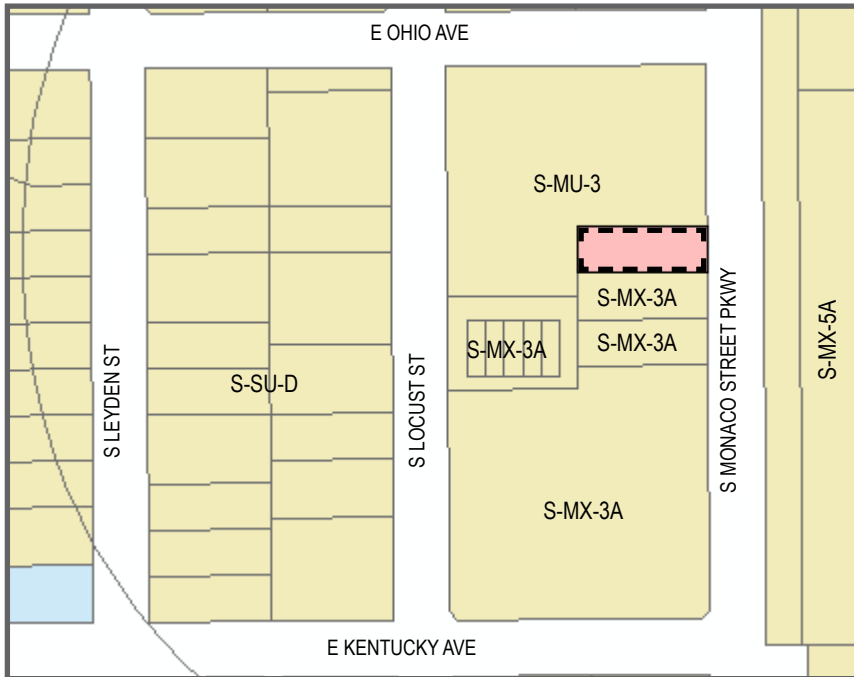
Address: 831 S. Monaco Street Pkwy, Denver  
Current Zoning: S-MX-3A  
Proposed Zoning: S-MU-3

The owner of the property located at 831 S. Monaco Street Pkwy is requesting a rezone from S-MX-3A to S-MU-3. S-MX-3A is a mixed use designation permitting a combination of residential and commercial buildings where S-MU-3 only permits residential buildings. S-MU-3 is more restrictive than S-MX-3A requiring greater setbacks and lower building height. This zone district is common in the area and is complimentary to the residential context on the west side of Monaco Parkway.

|                               | CURRENT                             | PROPOSED                            |
|-------------------------------|-------------------------------------|-------------------------------------|
|                               | S-MX-3A<br>(General Form)           | S-MU-3<br>(Apartment Form)          |
| Stories                       | 3<br>(4 with incentives)            | 3<br>(4 with incentives)            |
| Height                        | 45'<br>(55' with incentives)        | 40'<br>(50' with incentives)        |
| Primary Setback               | 25'                                 | 25'                                 |
| Side Street (Min)             | 0'                                  | 5'                                  |
| Side Interior (Min)           | 0'                                  | 7.5'                                |
| Rear, alley/no alley<br>(Min) | 0'                                  | 10'/20'                             |
| Parking:                      | 1.25/unit,<br>bike 1/5 unit (80/20) | 1.25/unit,<br>bike 1/5 unit (80/20) |

For more information contact: [Monaco\\_Inquiries@cushingerterrell.com](mailto:Monaco_Inquiries@cushingerterrell.com)  
Para obtener información en Español: [Monaco\\_Inquiries@cushingerterrell.com](mailto:Monaco_Inquiries@cushingerterrell.com)

# NOTICE OF REQUEST FOR REZONE 831 S. MONACO STREET PKWY.



For more information contact: [Monaco\\_Inquiries@cushingterrell.com](mailto:Monaco_Inquiries@cushingterrell.com)

Para obtener información en Español: [Monaco\\_Inquiries@cushingterrell.com](mailto:Monaco_Inquiries@cushingterrell.com)

| OWNER_NAME                                       | OWNER_ADDRESS_LINE1         | OWNER_CITY       | OWNER_STATE | OWNER_ZIP  |
|--------------------------------------------------|-----------------------------|------------------|-------------|------------|
| 2800 MIDLAND LLC                                 | 6240 SMITH RD               | DENVER           | CO          | 80216-4632 |
| 2BAK LLC                                         | 7670 E ARIZONA DR           | DENVER           | CO          | 80231-2503 |
| 6400 LEETSDALE LLC                               | 730 S LOCUST ST             | DENVER           | CO          | 80224-1448 |
| 6490 LEETSDALE LLC                               | 4940 E ASBURY AVE           | DENVER           | CO          | 80222-4803 |
| 758 SOUTH LEYDEN,LLC                             | 4219 SAM BASS RD            | ROUND ROCK       | TX          | 78681-1567 |
| 760 SOUTH LEYDEN STREET,LLC                      | 4219 SAM BASS RD            | ROUND ROCK       | TX          | 78681-1567 |
| 810 SOUTH LEYDEN LLC                             | 6775 E EXPOSITION AVE       | DENVER           | CO          | 80224-1508 |
| 835 LEYDEN ST LLC                                | 1312 WILDWOOD LN            | CASTLE ROCK      | CO          | 80104-9477 |
| 901 MONACO LLC                                   | PO BOX 100913               | DENVER           | CO          | 80250-0913 |
| ABOOD-NAJAM, ADNAN                               | 810 S LOCUST ST APT B       | DENVER           | CO          | 80224-3409 |
| ABRAHA,NIGISTI                                   | 865 S LEYDEN ST             | DENVER           | CO          | 80224-1441 |
| ADHANOM, SELAM                                   | 811 S MONACO PKWY           | DENVER           | CO          | 80224-1501 |
| ADLP-L & M LLC                                   | 333 LUDLOW ST FL 8TH        | STAMFORD         | CT          | 06902-6987 |
| ALARCON,DENISE                                   | 940 S LOCUST ST UNIT D      | DENVER           | CO          | 80224-3432 |
| ALEMU, TSIGEREDA                                 | 801 S MONACO PKWY           | DENVER           | CO          | 80224-1501 |
| ALHADDAD, MAJEED                                 | 810 S LOCUST ST APT C       | DENVER           | CO          | 80224-3409 |
| ALIREZ, CLARISSA                                 | 802 S LOCUST ST             | DENVER           | CO          | 80224-1450 |
| ALTEMARI & BANKS LLC                             | 6635 LEETSDALE DR           | DENVER           | CO          | 80224-1520 |
| AMADOR, RAMON                                    | 890 S LEYDEN ST             | DENVER           | CO          | 80224-1442 |
| ARCHDIOCESAN FAMILY HOUSING INC                  | 6240 SMITH RD               | DENVER           | CO          | 80216-4632 |
| ASHLEY, RHONDA M                                 | 885 S LOCUST ST             | DENVER           | CO          | 80224-1449 |
| BABCOCK LEIGH REVOCABLE TRUST                    | 920 S LOCUST ST UNIT A      | DENVER           | CO          | 80224-3411 |
| BAILEY,ROGERS J                                  | 889 S LOCUST ST             | DENVER           | CO          | 80224-1449 |
| BAIRD, SUE ELLEN & MICHAEL D                     | 18363 E ARKANSAS AVE        | AURORA           | CO          | 80017-4312 |
| BAMBEI, JACKSON                                  | 960 S LOCUST ST UNIT E      | DENVER           | CO          | 80224-3431 |
| BERG, ANNE                                       | 754 S LEYDEN ST             | DENVER           | CO          | 80224-1440 |
| BERGER, ALLEN R                                  | 990 S LOCUST ST UNIT E      | DENVER           | CO          | 80224-3428 |
| BERKLEY REAL ESTATE INVESTORS LLC                | 3570 KEITH ST               | CLEVELAND        | TN          | 37312-4309 |
| BERRY, LAURA MCKENZIE                            | 990 S LOCUST ST UNIT C      | DENVER           | CO          | 80224-3428 |
| BERWICK, SHARMINI S                              | 824 S LOCUST ST             | DENVER           | CO          | 80224-1450 |
| BESIREVIC, SALIH                                 | 7474 E ARKANSAS AVE APT 709 | DENVER           | CO          | 80231-2539 |
| BLUE, JOHN D                                     | 811 S LEYDEN ST             | DENVER           | CO          | 80224-1441 |
| BRIZENDINE, MIRIAM                               | 839 S LEYDEN ST             | DENVER           | CO          | 80224-1441 |
| BUSSE, DANIEL                                    | 773 S LOCUST ST             | DENVER           | CO          | 80224-1447 |
| BUTUROVIC, ADI                                   | 7803 HORNWOOD DR            | HOUSTON          | TX          | 77036-4115 |
| CARROLL, MICHAEL                                 | 756 S LEYDEN ST             | DENVER           | CO          | 80224-1440 |
| CERVI, MICHAEL                                   | PO BOX 1930                 | GREELEY          | CO          | 80632-1930 |
| CITY & COUNTY OF DENVER                          | 201 W COLFAX AVE DEPT 401   | DENVER           | CO          | 80202-5330 |
| COBBLESTONE DENVER PROPCO LLC                    | 8900 E BAHIA DR STE 200     | SCOTTSDALE       | AZ          | 85260-3301 |
| COLORADO JEWISH RECONSTRUCTIONIST FEDERATION     | 6445 E OHIO AVE STE 600     | DENVER           | CO          | 80224-1459 |
| CORRADO, PATSY TRUST                             | 169 SUNRISE DR              | WHEELING         | IL          | 60090-3161 |
| CROWN98 LLC                                      | 8206 S MARION WAY           | CENTENNIAL       | CO          | 80122-2972 |
| DAWSON, LISA SCHMIDT                             | 940 S LOCUST ST UNIT A      | DENVER           | CO          | 80224-3432 |
| DEBEBE, SEMRET                                   | 808 S LOCUST ST APT B       | DENVER           | CO          | 80224-3414 |
| DEBOB HOLDINGS LLC                               | 2709 SAND TRAP RD           | ROCHESTER        | MN          | 55904-3920 |
| DELTA 1 TOWING LLC                               | 37029 E ARAGONA DR          | CLINTON TOWNSHIP | MI          | 48036-2006 |
| DENVER HOUSING CORPORATION                       | 1035 OSAGE ST FL 10         | DENVER           | CO          | 80204-4206 |
| DENVER HOUSING LLC                               | 1035 OSAGE ST               | DENVER           | CO          | 80204-4206 |
| DENVER SOUTH MONACO LLC                          | 45 BROADWAY STE 520         | NEW YORK         | NY          | 10006-4020 |
| DEPARTMENT OF TRANSPORTATION                     | 4201 E ARKANSAS AVE         | DENVER           | CO          | 80222-3406 |
| DIECKMANN, CAROLYN M                             | 800 S LEYDEN ST             | DENVER           | CO          | 80224-1442 |
| DIETZ, ANDREW                                    | 920 S LOCUST ST UNIT C      | DENVER           | CO          | 80224-3411 |
| DORMER, KRISTINE                                 | 7535 S QUANTOCK CT          | AURORA           | CO          | 80016-2518 |
| DUTTON, PETER                                    | 880 S LEYDEN ST             | DENVER           | CO          | 80224-1442 |
| DW HOMES                                         | 200 QUEBEC ST               | DENVER           | CO          | 80230-7144 |
| EDWARDS, MICHAEL T                               | 745 BONNIE BRAE BLVD        | DENVER           | CO          | 80209-4706 |
| EVANS, VICTORIA L                                | 990 S LOCUST ST UNIT B      | DENVER           | CO          | 80224-3428 |
| EVERGREEN ACQUISITIONS LLC                       | 807 S LEYDEN ST             | DENVER           | CO          | 80224      |
| FUCHENG LLC                                      | 3133 W 114TH LOOP           | WESTMINSTER      | CO          | 80031-7115 |
| GEBREYESUS, BERHAN                               | 812 S LOCUST ST APT A       | DENVER           | CO          | 80224-3416 |
| GILMOUR, NATALIE JENNIE                          | 6343 E OHIO AVE             | DENVER           | CO          | 80224-1488 |
| GIRARD, CHARLES                                  | 830 S LEYDEN ST             | DENVER           | CO          | 80224-1442 |
| GRIEGO, ELIDA                                    | 804 S LOCUST ST             | DENVER           | CO          | 80224-1450 |
| GROVER, HARINDER K                               | 11491 E MAPLEWOOD AVE       | ENGLEWOOD        | CO          | 80111-5807 |
| HANDLER, JUDY E IRREVOCABLE TRUST                | 267 S WILLIAMS ST           | DENVER           | CO          | 80209-2634 |
| HARPER, CHERRELLE                                | 809 S. MONACO PKWY          | DENVER           | CO          | 80224-1501 |
| HAVIS, STELLA                                    | 814 S LOCUST ST APT D       | DENVER           | CO          | 80224-3408 |
| HIGDON, JAMES                                    | 6371 E OHIO AVE             | DENVER           | CO          | 80224-1488 |
| HIGINBOTHAM, LARRY L & STEVE                     | 1050 S KRAMERIA ST          | DENVER           | CO          | 80224-1432 |
| HILBERT, AMBER                                   | 806 S LOCUST ST             | DENVER           | CO          | 80224-1450 |
| HOLGUIN, JOEL EFREN                              | 778 S LEYDEN ST             | DENVER           | CO          | 80224-1440 |
| HOLLOMAN, LUCAS ISAIAH                           | 786 S LEYDEN ST             | DENVER           | CO          | 80224-1440 |
| HOLLOWELL, SHERKIYA WEDGEWORTH                   | 853 S LOCUST ST             | DENVER           | CO          | 80224-1449 |
| HOUSING AUTHORITY OF THE CITY & COUNTY OF DENVER | PO BOX 40305                | DENVER           | CO          | 80204-0305 |
| HOWARD, RONEE                                    | 819 S MONACO PKWY           | DENVER           | CO          | 80224-1501 |
| HOWARD, KRISTINE LEE                             | 787 S LOCUST ST             | DENVER           | CO          | 80224-1447 |

|                                                     |                              |                 |    |            |
|-----------------------------------------------------|------------------------------|-----------------|----|------------|
| HUBBARD, TAYLOR S                                   | 5308 BALFOUR CT              | MIDLAND         | TX | 79707-2110 |
| HUERTA, ERICK ADALBERTO                             | 6347 E OHIO AVE              | DENVER          | CO | 80224-1488 |
| JAMMAL, IMAN KAMEL                                  | 920 S LOCUST ST UNIT B       | DENVER          | CO | 80224-3411 |
| JAWAD, NARGIS                                       | 808 S LOCUST ST APT A        | DENVER          | CO | 80224-3414 |
| JENSEN, TERESA A                                    | 901 S LOCUST ST              | DENVER          | CO | 80224-1451 |
| KALOGEROPOULAS, YULIANA Y                           | 17335 E KENYON DR            | AURORA          | CO | 80013-3055 |
| KG STORE 2338 LLC                                   | 1459 GRAND AVE               | DES MOINES      | IA | 50309-3005 |
| KLARICH, SARAH                                      | 920 S LOCUST ST UNIT D       | DENVER          | CO | 80224-3411 |
| KOOIJ, CHRISTOPHER CHARLES ANDREW                   | 920 S LOCUST ST              | DENVER          | CO | 80224-3411 |
| LAWRENCE, CONNOR A                                  | 782 S LEYDEN ST              | DENVER          | CO | 80224-1440 |
| LE, TRAM                                            | 800 S LOCUST ST              | DENVER          | CO | 80224-1450 |
| LEDESMA, ANTONIO F                                  | 840 S LEYDEN ST              | DENVER          | CO | 80224-1442 |
| LEETSDALE & MONACO PROPERTY LLC                     | 910 16TH ST STE 500          | DENVER          | CO | 80202-2943 |
| LEYDEN WALK ROWHOUSES                               | 773 S LOCUST ST              | DENVER          | CO | 80224-1447 |
| LI, XIUYING                                         | 930 S LOCUST ST UNIT C       | DENVER          | CO | 80224-3410 |
| LIN, SHAN-THE                                       | 815 S MONACO PKWY            | DENVER          | CO | 80224-1501 |
| LOREDO, LORALI                                      | 821 S MONACO PKWY            | DENVER          | CO | 80224-1501 |
| LORNES, SHANELL                                     | 814 S LOCUST ST APT A        | DENVER          | CO | 80224-3408 |
| LUTES, MARSHA                                       | 980 S LOCUST ST UNIT A       | DENVER          | CO | 80224-3430 |
| M & B PROPERTIES LLC                                | 441 CLAYTON ST               | DENVER          | CO | 80206-4230 |
| MAHMOOD, YOUSIF                                     | 807 S MONACO PKWY            | DENVER          | CO | 80224-1501 |
| MASSEY, BRAD                                        | 336 HARRISON ST              | DENVER          | CO | 80206-4549 |
| MAY, SCOTT                                          | 790 S LEYDEN ST              | DENVER          | CO | 80224-1440 |
| MBONIMPAYE, PAUL                                    | 810 S. LOCUST ST APT A       | DENVER          | CO | 80224-3409 |
| MEGABANK OF ARAPAHOE                                | PO BOX 850                   | AURORA          | OH | 44202-0850 |
| MEIROWSKY, MICHAEL JAMES                            | 990 S LOCUST ST UNIT D       | DENVER          | CO | 80224-3428 |
| MENDEL, MICHAEL                                     | 820 S LEYDEN ST              | DENVER          | CO | 80224-1442 |
| MEZOUARI, SAID                                      | 960 S LOCUST ST UNIT D       | DENVER          | CO | 80224-3431 |
| MIDDLETON, ELIZABETH                                | 881 S LOCUST ST              | DENVER          | CO | 80224-1449 |
| MONACO TOWER LLC                                    | 5400 W CEDAR AVE             | LAKEWOOD        | CO | 80226-2429 |
| MORELAND, MICHAEL                                   | 34 E 22ND ST APT 5A          | NEW YORK        | NY | 10010-6123 |
| MORGAN, BRENNAL ELYSE                               | 940 S LOCUST ST              | DENVER          | CO | 80224-3432 |
| MULEI, ANTHONY                                      | 820 S LOCUST ST              | DENVER          | CO | 80224-1450 |
| NGUYEN, JESSICA                                     | 930 S LOCUST ST UNIT A       | DENVER          | CO | 80224-3410 |
| OHANIAN, HERAND K & RENEE                           | 8578 GOLD PEAK DR UNIT A     | HIGHLANDS RANCH | CO | 80130-7134 |
| PARKER, CAROLINE                                    | 6355 E OHIO AVE              | DENVER          | CO | 80224-1488 |
| PEAK ONE PROPERTIES LLC                             | 8101 E DARTMOUTH AVE UNIT 78 | DENVER          | CO | 80231-4260 |
| PEREZ, ROGELIO                                      | 812 S LOCUST ST APT B        | DENVER          | CO | 80224-3416 |
| PILKINGTON, DEREK                                   | 902 S LEYDEN ST              | DENVER          | CO | 80224-1444 |
| PLUSS, OLIVIA KAMALANI                              | 6359 E OHIO AVE              | DENVER          | CO | 80224-1488 |
| PRABHU, SRIDHAR                                     | 6351 E OHIO AVE              | DENVER          | CO | 80224-1488 |
| RAYKIN, LEONID & NATALYA                            | 730 S LOCUST ST              | DENVER          | CO | 80224-1448 |
| RIPLEY, ANGELA L                                    | 793 S LOCUST ST              | DENVER          | CO | 80224-1447 |
| ROBINSON, KENNETH LIVING TRUST                      | 794 S LEYDEN ST              | DENVER          | CO | 80224-1440 |
| ROSENFELD, NEIL D EXEMPT TRUST                      | 6363 E OHIO AVE              | DENVER          | CO | 80224-1488 |
| SALAZAR, FREDDY B                                   | 835 S MONACO PKWY            | DENVER          | CO | 80224-1501 |
| SANCHEZ, ADRIANA                                    | 859 S LEYDEN ST              | DENVER          | CO | 80224-1441 |
| SCHWARTING, GABRIEL DAVID                           | 940 S LOCUST ST UNIT B       | DENVER          | CO | 80224-3432 |
| SEBESEB, BEZUAYEHU A                                | 777 S LOCUST ST              | DENVER          | CO | 80224-1447 |
| SHELDON, ALLEN M & EDNA M TRUST,THE                 | 909 S LOCUST ST              | DENVER          | CO | 80224-1451 |
| SIMONELLI, JAMES JARED                              | 910 S LEYDEN ST              | DENVER          | CO | 80224-1444 |
| SMITH, HEAVEN ARIANNA                               | 960 S LOCUST ST UNIT C       | DENVER          | CO | 80224-3431 |
| SMITH, KATHERINE                                    | 6361 E OHIO AVE              | DENVER          | CO | 80224-1488 |
| SOUTHLAND CORPORATION                               | 5277 TRILLIUM BLVD           | HOFFMAN ESTATES | IL | 60192-3602 |
| STATE OF COLORADO DEPARTMENT OF TRANSPORTATION      | 4201 E ARKANSAS AVE          | DENVER          | CO | 80222-3406 |
| STORAGE EQUITIES INC DEPT PT CO 24523               | PO BOX 25025                 | GLENDALE        | CA | 91221-5025 |
| STUDER, JOSHUA ANDREW                               | 801 S LEYDEN ST              | DENVER          | CO | 80224-1441 |
| SUSMAN, LARRY J                                     | 930 S LOCUST ST UNIT D       | DENVER          | CO | 80224-3410 |
| TESFAYOHANNES, AZMERA                               | 817 S MONACO PKWY            | DENVER          | CO | 80224-1501 |
| TESKY, SHANNON M                                    | 797 S LOCUST ST              | DENVER          | CO | 80224-1447 |
| TINKER, MARY A                                      | 930 S LOCUST ST UNIT B       | DENVER          | CO | 80224-3410 |
| TOAL, MARGARET                                      | 990 S LOCUST ST              | DENVER          | CO | 80224-3427 |
| TOWNHOMES AT LEYDEN WALK HOMEOWNERS ASSOCIATION INC | 794 S LEYDEN ST              | DENVER          | CO | 80224-1440 |
| VENTURE RENTALS LLC                                 | 1735 19TH ST STE 200         | DENVER          | CO | 80202-6002 |
| VILLA DEL SOL TOWNHOMES                             | 820 S LOCUST ST              | DENVER          | CO | 80224-1450 |
| VIRDI, MELANIE M                                    | 822 S LOCUST ST              | DENVER          | CO | 80224-1450 |
| VUONG, ANDY                                         | 7048 S TEMPE CT              | AURORA          | CO | 80016-6161 |
| WAKHAM, COLLEEN LINDSAY                             | 783 S LOCUST ST              | DENVER          | CO | 80224-1447 |
| WALKER, MICHAEL & ARLENE                            | 860 S LEYDEN ST              | DENVER          | CO | 80224-1442 |
| WELDEMICHAEL, AZEB                                  | 814 S LOCUST ST APT B        | DENVER          | CO | 80224-3408 |
| WILSON, YVONNE                                      | 814 S LOCUST ST APT C        | DENVER          | CO | 80224-3408 |
| WOUK, JORDANA                                       | 980 S LOCUST ST UNIT C       | DENVER          | CO | 80224-3430 |
| YEBRA, ALBERTO MARTIN                               | 815 S LEYDEN ST              | DENVER          | CO | 80224-1441 |
| YOUNG, MARK E                                       | 1570 S KRAMERIA ST           | DENVER          | CO | 80224-1949 |
| ZIRAR, MALIKA                                       | 803 S MONACO PKWY            | DENVER          | CO | 80224-1501 |