Zone Map Amendment (Rezoning) - Application

PROPERTY OWNER INFORMATION*	
☐ CHECK IF POINT OF CONTACT FOR APPLICATION	
☑ CHECK IF POINT OF CONTACT FOR FEE PAYMENT***	
Property Owner Name	3201 N Speer Blvd LLC
Address	3201 N. Speer Blvd.
City, State, Zip	Denver, CO 80211
Telephone	303-263-1700
Email	SETH@ALMORTGAGEINC.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(S) REPRESENTATIVE**	
☑ CHECK IF POINT OF CONTACT FOR APPLICATION	
☐ CHECK IF POINT OF CONTACT FOR FEE PAYMENT***	
Representative Name	Realarchitecture Ltd; Cody Seedorf
Address	2899 N. Speer Blvd, Suite 102
City, State, Zip	Denver, CO 80211
Telephone	303-477-5550
Email	cody@realarchitecture.com

**Property owner shall provide a written letter authorizing the representative to act on his/her behalf.

***If contact for fee payment is other than above, please provide contact name and contact information on an attachment.

SUBJECT PROPERTY INFORMATION	
Location (address):	3201 N. Speer Blvd.
Assessor's Parcel Numbers:	0229231012000
Area in Acres or Square Feet:	5,570 sq. ft.
Current Zone District(s):	U-SU-A
PROPOSAL	
Proposed Zone District:	U-MX-2X
PRE-APPLICATION INFORMATION	
In addition to the required pre-application meeting with Planning Services, did you have a concept or a pre-application meeting with Development Services?	☑ **Yes - State the contact name & meeting date** Joe Green; 3-17-26 ☐ **No - Describe why not (in outreach attachment, see page 3)**
Did you contact the City Council District Office, applicable Registered Neighborhood Organization, and adjacent property owners and tenants regarding this application?	☑ **Yes - State date below and describe method in outreach attachment, see page 3** Outreach Documentation included with submittal

REZONING REVIEW CRITERIA (ACKNOWLEDGE EACH SECTION)	
General Review Criteria DZC Sec. 12.4.10.7.A Check box to affirm **and** include sections in the review criteria narrative attachment	☑ **Consistency with Adopted Plans: The proposed official map amendment is consistent with the City's adopted plans.** Please provide a review criteria narrative attachment describing **how** the requested zone district is consistent with the policies and recommendations found in **each** of the adopted plans below. Each plan should have its own section. **1. *Denver Comprehensive Plan 2040*** In this section of the attachment, describe **how** the proposed map amendment is consistent with *Denver Comprehensive Plan 2040*'s a) equity goals, b) climate goals, and c) any other applicable goals/strategies. **2. *Blueprint Denver*** In this section of the attachment, describe **how** the proposed map amendment is consistent with: a) the neighborhood context, b) the future place, c) the growth strategy, d) adjacent street types, e) plan policies and strategies, and f) equity concepts contained in *Blueprint Denver*. **3. Neighborhood/ Small Area Plan and Other Plans (List all from pre-application meeting, if applicable):** N/A
General Review Criteria DZC Sec. 12.4.10.7.A.1 **Only check this box if your application is not consistent with 12.4.10.7.A**	☐ **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.** Please provide a narrative attachment describing **how** the requested zone district is **necessary** to provide for an extraordinary community need that was not anticipated at the time of the adoption of the city's plans.
General Review Criteria: DZC Sec. 12.4.10.7. B & C Check boxes to the right to affirm **and** include a section in the review criteria for the public interest narrative attachment and for consistency with the neighborhood context and the stated purpose and intent of the proposed zone district.	☑ **Public Interest: The proposed official map amendment is in the Public Interest.** In the review criteria narrative attachment, please provide an additional section describing **how** the requested rezoning is in the public interest of the city. ☑ **The proposed official map amendment is consistent with the description of the applicable neighborhood context, and with the stated purpose and intent of the proposed Zone District.** In the review criteria narrative attachment, please provide a separate section describing **how** the rezoning aligns with a) the proposed district neighborhood context description, b) the general purpose statement, and c) the specific intent statement found in the Denver Zoning Code.

201 W. Colfax Ave., Dept. 205

Denver, CO 80202

720-865-2974 • rezoning@denvergov.org

REQUIRED ATTACHMENTS

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

- [x] **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
- [x] **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.
- [x] **Review Criteria Narratives**. See page 2 for details.
- [x] **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.

- [x] **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)
- [x] **Written Authorization to Represent Property Owner(s)** (if applicable)
- [x] **Individual Authorization to Sign on Behalf of a Corporate Entity** (e.g. if the deed of the subject property lists a corporate entity such as an LLC as the owner, this is document is required.) **(**if applicable)
- [ ] **Affordable Housing Review Team Acceptance Letter (**if applicable)
- [ ] **Other Attachments.** Please describe below.

Submit completed form and attachments through E-Permits

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

REZONING GUIDE

PROPERTY OWNER OR PROPERTY OWNER(S) REPRESENTATIVE CERTIFICATION

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

Property Owner Name(s) (please type or print legibly)	Property Address City, State, Zip Phone Email	Property Owner Interest % of the Area of the Zone Lots to Be Rezoned	Please sign below as an indication of your consent to the above certification statement	Date	Indicate the type of ownership documentation provided: (A) Assessor's record, (B) warranty deed, (C) title policy or commitment, or (D) other as approved	Has the owner authorized a representative in writing? (YES/NO)
EXAMPLE John Alan Smith and Josie Q. Smith	123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@ sample.gov	100%	*John Alan Smith* *Josie Q. Smith*	01/12/20	(A)	YES
Cody Seedorf	2899 N. Speer Blvd, Denver, CO 80211 303-477-5550 cody@realarchitecture.com	100		04/30/202	(C)	YES NO n/a
						YES NO
						YES NO
						YES NO

Submit completed form and attachments through E-Permits

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

REALARCHITECTURE LTD
2889 North Speer Blvd
Denver, Colorado 80211

May 15, 2026

Denver Community Planning and Development
201 W. Colfax Ave., Dept. 205,
Denver, Colorado 80202

Re:	**Rezoning Narrative Letter**
Address:	**3201 N. Speer Blvd, Denver, Colorado 80211**
Owner:	**3201 N. Speer Blvd LLC; Seth Gallaher, Manager; 303-263-1700**
Applicant:	**Realarchitecture Ltd; cody@realarchitecture.com, 303-477-5550**

Dear Denver CPD,

RealArchitecture is submitting this Official Map Amendment application on behalf of 3201 Speer Blvd LLC to rezone the property located at 3201 N. Speer Boulevard from U-SU-A to the U-MX-2X zone district.

The subject property is a 5,570-square-foot, triangular-shaped corner lot with frontage along both West 32nd Avenue and Speer Boulevard. The existing building is currently, and has historically, been used for business purposes and qualifies as a Compliant Business Structure pursuant to DZC Section 11.4.6. The surrounding neighborhood context includes a variety of Single Unit, Main Street, and Mixed-Use zoning designations, which collectively support and reinforce the transition of this property to a Mixed-Use district.

Rezoning the property to U-MX-2X will place it within a zone district that supports redevelopment and uses consistent with the context of the West Highland Neighborhood and the recommendations of the Denver Zoning Code. This designation is intended for smaller sites primarily served by local streets and embedded within existing or proposed neighborhoods. The zone district accommodates embedded low-scale building forms and low-intensity uses that reinforce the character of neighborhood-serving business areas.

Mixed-Use zone districts are focused on creating diverse, pedestrian-oriented environments. These districts promote active street fronts, encourage a compatible mix of uses, and support development patterns that contribute positively to established residential areas. These standards are intended to ensure that new development enhances neighborhood character, encourages housing opportunities, and improves transitions between commercial activity centers and adjacent residential uses.

More specifically, the Mixed-Use zone districts are intended to:

- Promote safe, active, pedestrian-scaled environments through building forms that clearly define and activate the public street edge.
- Enhance the convenience, ease, and enjoyment of transit access, walking, shopping, and public gathering within and around the city's neighborhoods.

This rezoning application is consistent with the adopted Denver Comprehensive Plan 2040 and is supported by the following vision elements and strategies:

- **Strong and Authentic Neighborhoods Goal 1, Strategy A:** Build a network of well-connected, vibrant, mixed-use centers and corridors.
- **Strong and Authentic Neighborhoods Goal 1, Strategy D:** Encourage quality infill development that is consistent with surrounding neighborhoods and provides opportunities for increased amenities.
- **Strong and Authentic Neighborhoods Goal 4, Strategy A:** Grow and support neighborhood-serving businesses.
- **Economically Diverse and Vibrant Goal 3, Strategy A:** Promote small, locally owned businesses and restaurants that reflect Denver's unique character and support neighborhood-scale economic vitality.
- **Environmentally Resilient Goal 8, Strategy A:** Promote infill development where infrastructure and services are already in place.

In accordance with Blueprint Denver, the site is located within an Urban Neighborhood Context, characterized by low-scale, mixed-use and multi-unit development embedded within primarily residential areas. The property is also identified as a Local Center on the Future Places Map, which supports a mix of dining, retail, entertainment, residential, and employment uses. This designation reinforces the site's role as part of the larger neighborhood-serving community corridor.

Speer Boulevard is designated as a Mixed-Use Arterial Street, which supports higher-intensity, pedestrian-oriented development along key corridors. The subject property's location at the intersection of a Mixed-Use Arterial and an established residential collector street, that transitions into a main street collector, further strengthens the appropriateness of a mixed-use zoning designation.

Although the Far Northwest Area Plan has not yet been adopted, the Denver Comprehensive Plan 2040 and Blueprint Denver provide clear guidance to consider surrounding context, including existing and future uses, as well as establishing appropriate transitions between areas of differing intensity. The proposed U-MX-2X zone district is consistent with this guidance, as it allows for low-scale, context-sensitive development that provides an appropriate transition between the West 32nd Avenue corridor and the surrounding residential areas.

This rezoning will also advance the community interest by enabling a mix of uses for the site that can provide neighborhood-serving amenities, support local employment opportunities, and contribute to the economic vitality of the West Highland Neighborhood.

The subject property effectively bookends the entrance to the West 32nd Avenue corridor, which serves as the heart of the West Highland Neighborhood District. Its prominent corner location at this gateway makes it a logical and compatible site for a mixed-use zoning designation.

A successful rezoning of 3201 N. Speer Boulevard to U-MX-2X will align this site with the adjacent properties along West 32nd Avenue and support context-sensitive, neighborhood-scaled development. This approach will contribute to a more vibrant, walkable corridor while maintaining compatibility with the surrounding residential and mixed-use fabric.

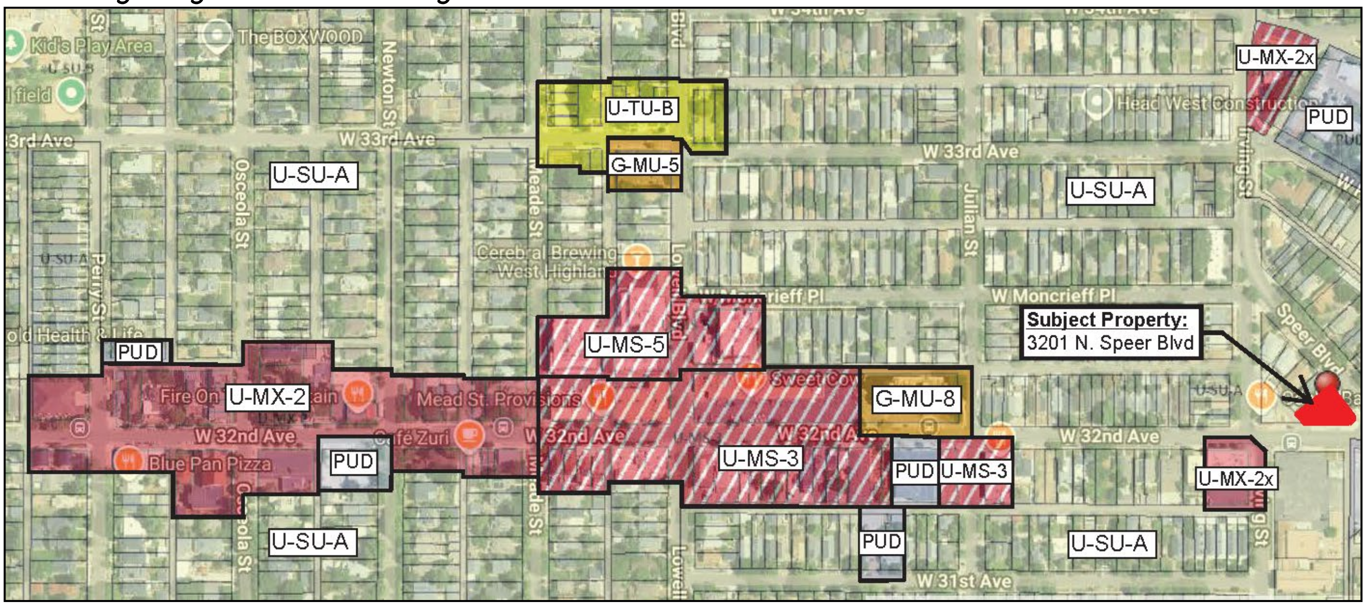
Thank you for your consideration of this request. The applicant team looks forward to working collaboratively with the Denver Community Planning and Development team to ensure this rezoning aligns with all applicable zoning standards, policies, and community objectives. Please do not hesitate to reach out with any questions or requests for additional information regarding this proposal.

Sincerely,

Cody Seedorf
Realarchitecture Ltd.

Enclosure: Existing Neighborhood Zoning Context Exhibit

Existing Neighborhood Zoning Context:



Land Uses and Building Context:

Location	Existing Zoning	Existing Land Use(s)	Existing Building Form and Scale
Subject Property (3201 N. Speer Blvd.)	U-SU-A	Business Structure	2-Story Building
West 32nd Avenue (Perry - Meade Street)	U-MX-2	Commercial, Industrial, Mixed-Use, Restaurant, Mult-Unit Residential	Commercial Buildings with heights ranging from 1 to 2 stories.
West 32nd Avenue (Meade Street - East)	U-MS-3	Commercial, Retail Mixed-Use, Restaurant, Mult-Unit Residential	Commercial buildings with heights ranging from 1 to 2 stories.
3405 W. 32nd Avenue	G-MU-8	Mult-Unit Residential	12-Story Building
3420 W. 32nd Avenue	PUD	Commercial/ Multi-Unit Residential	3-Story Building
3141 N. Irving Street	U-MX-2x	Commercial/ Restaurant	2-Story Commercial Building
3220 & 3257 W. 32nd Avenue	U-MS-5	Mult-Unit Residential Mixed-Use, Retail	5-Story Residential 2-Story Commercial
3484 W. Moncrieff PL.	U-MS-5	Mult-Unit Residential	4-Story Residential
Neighboring Property 1 (3200 N. Irving St.)	U-SU-A	Business Structure	2-Story Building
Neighboring Property 2 (3215 N. Speer Blvd.)	U-SU-A	Single-Unit Residential	1-Story Residence

REALARCHITECTURE LTD
2889 North Speer Blvd
Denver, Colorado 80211

May 15, 2026

Denver Community Planning and Development
201 W. Colfax Ave., Dept. 205,
Denver, Colorado 80202

Re: **Community Outreach Documentation**
Address: **3201 N. Speer Blvd, Denver, Colorado 80211**
Owner: **3201 N. Speer Blvd LLC; Seth Gallaher, Manager; 303-263-1700**
Applicant: **Realarchitecture Ltd; cody@realarchitecture.com, 303-477-5550**

Dear Denver CPD,

Realarchitecture and the ownership team conducted outreach to the City Council District Office, applicable Registered Neighborhood Organizations (RNOs), and adjacent property owners. The following summarizes the outreach conducted, including the type of engagement, parties contacted, dates of outreach, and any feedback received. Copies of email correspondence are included as attachments.

Adjacent Property Owners – RLD Grisenti LLC
Date: February 25, 2026
The applicant and ownership team met on-site with Sandy Dodd and Sister Laura, owners of the adjacent property, to discuss the proposed rezoning and potential implications of the U-MX-2X zoning designation. Both individuals expressed support for the rezoning request and indicated an understanding of the proposal, noting their familiarity with the compliant business structure use as owners of Odell's Bagel Shop located at the corner of West 32nd Avenue and Irving Street.

Adjacent Property Owners
Date: May 15, 2026
The applicant team provided notification via direct mail to adjacent property owners. Copies of the mailed notice letters are included as attachments. The addresses notified are listed below:

- 3268 W 32nd Ave – (700 S Franklin Street)
- 3187 N Speer Blvd – (1660 17th Street, Ste 300)
- 3198 N Speer Blvd
- 3200 N Speer Blvd
- 3206 N Speer Blvd

Council District 1 – Councilwoman Amanda Sandoval
Date: February 27, 2026
The applicant team met with Councilwoman Sandoval at her office to present the rezoning proposal. She expressed support for the request to rezone the property to U-MX-2X and provided general feedback on the application.

Inter-Neighborhood Cooperation (INC)
Date: March 24, 2026
Point of Contact: Keith Meyer
Email notification was sent to INC, including a narrative letter and exhibit outlining the intent of the rezoning application. The applicant team requested a meeting; however, no response has been received to date. A copy of the email correspondence is included with this documentation.

Jefferson Park Neighborhood Association
Date: March 24, 2026
Point of Contact: Michael Black
Email notification was sent to the Jefferson Park Neighborhood Association, including a narrative letter and exhibit outlining the intent of the rezoning application. The applicant team requested a meeting; however, no response has been received to date. A copy of the email correspondence is included with this documentation.

West Highland Neighborhood Association
Date: March 24, 2026
Point of Contact: Guerin Green
Email notification was sent to the West Highland Neighborhood Association, including a narrative letter and exhibit outlining the intent of the rezoning application. The applicant team requested a meeting; however, no response has been received to date. A copy of the email correspondence is included with this documentation.

Sincerely,

Cody Seedorf
Realarchitecture Ltd.

Enclosure: Community Outreach Email Documentation

From:	cody@realarchitecture.com
To:	president@denverinc.org; execcomm@denverinc.org
Cc:	"David Berton"
Subject:	3201 N. Speer Rezoning - Inter-Neighborhood Cooperation
Date:	Tuesday, March 24, 2026 5:07:11 PM
Attachments:	RezoningNarrative&Exhbit_3201NSpeerBlvd_3-24-2026.pdf

Hi Keith,

I'm reaching out regarding a rezoning application that our office is currently working on for a property within the West Highlands Neighborhood located at 3201 N. Speer Blvd.

The property is the custom framing and photography business located on the corner of West 32nd Avenue and Speer Blvd. The application proposes to rezone the site from the current Single-Unit zoning (U-SU-A1) to a Mixed-Use zoning (U-MX-2x) designation, which would allow the existing use of the property to be located within a more appropriate zone district.

I've attached a narrative letter outlining the proposed rezoning. We would appreciate the opportunity to meet with you and the Inter-Neighborhood Cooperation members to discuss the application. Please let us know your availability, or if we could be included on the agenda for any upcoming meetings.

We look forward to hearing from you and appreciate your time.

Thank you,

Cody Seedorf
REALARCHITECTURE LTD / UNREALCONSTRUCTION LLC
2899 NORTH SPEER BLVD. STE 102 DENVER, CO 80211
PH. 303.477.5550   FX. 303.477.5505
www.realarchitecture.com

From:	cody@realarchitecture.com
To:	president@jeffersonpark.org; landuse@jeffersonpark.org
Cc:	"David Berton"
Subject:	3201 N. Speer Rezoning - Jefferson Park Neighborhood Association
Date:	Tuesday, March 24, 2026 5:07:45 PM
Attachments:	RezoningNarrative&Exhbit_3201NSpeerBlvd_3-24-2026.pdf

Hi Michael,

I'm reaching out regarding a rezoning application that our office is currently working on for a property within the West Highlands Neighborhood located at 3201 N. Speer Blvd.

The property is the custom framing and photography business located on the corner of West 32nd Avenue and Speer Blvd. The application proposes to rezone the site from the current Single-Unit zoning (U-SU-A1) to a Mixed-Use zoning (U-MX-2x) designation, which would allow the existing use of the property to be located within a more appropriate zone/ district.

I've attached a narrative letter outlining the proposed rezoning. We would appreciate the opportunity to meet with you and the association members to discuss the application. Please let us know your availability, or if we could be included on the agenda for any Jefferson Park Neighborhood Association's upcoming meetings.

We look forward to hearing from you and appreciate your time.

Thank you,

Cody Seedorf
REALARCHITECTURE LTD / UNREALCONSTRUCTION LLC
2899 NORTH SPEER BLVD. STE 102 DENVER, CO 80211
PH. 303.477.5550 FX. 303.477.5505
www.realarchitecture.com

From:	cody@realarchitecture.com
To:	president@westhighlandneighborhood.org; gueringreen@mac.com
Cc:	"David Berton"
Subject:	3201 N. Speer Rezoning - West Highland Neighborhood Association
Date:	Tuesday, March 24, 2026 5:07:24 PM
Attachments:	RezoningNarrative&Exhbit_3201NSpeerBlvd_3-24-2026.pdf

Hi Guerin,

I'm reaching out regarding a rezoning application that our office is currently working on for a property within the West Highlands Neighborhood located at 3201 N. Speer Blvd.

The property is the custom framing and photography business located on the corner of West 32nd Avenue and Speer Blvd. The application proposes to rezone the site from the current Single-Unit zoning (U-SU-A1) to a Mixed-Use zoning (U-MX-2x) designation, which would allow the existing use of the property to be located within a more appropriate zone district.

I've attached a narrative letter outlining the proposed rezoning. We would appreciate the opportunity to meet with you and the association members to discuss the application. Please let us know your availability, or if we could be included on the agenda for any of the WHNA's upcoming meetings.

We look forward to hearing from you and appreciate your time.

Thank you,

Cody Seedorf
REALARCHITECTURE LTD / UNREALCONSTRUCTION LLC
2899 NORTH SPEER BLVD. STE 102 DENVER, CO 80211
PH. 303.477.5550 FX. 303.477.5505
www.realarchitecture.com


Real Architecture LTD
2899 N Speer Blvd Ste 102
Denver, CO 80211
UNITED STATES OF AMERICA
FOREVER/USA
Karla Jones
3206 N. Speer Blvd
Denver Co 80211
Real Architecture LTD
2899 N Speer Blvd Ste 102
Denver, CO 80211
UNITED STATES OF AMERICA
FOREVER/USA
SVR Real Estate LLC
1660 17th St Ste. 300
Denver, CO 80202
Real Architecture LTD
2899 N Speer Blvd Ste 102
Denver, CO 80211
UNITED STATES OF AMERICA
FOREVER/USA
Paul Shada & Andrew Vara
3200 N Speer Blvd
Denver CO 80211
Real Architecture LTD
2899 N Speer Blvd Ste 102
Denver, CO 80211
UNITED STATES OF AMERICA
FOREVER/USA
3198 Speer Boulevard LLC.
3198 N Speer Blvd
Denver, CO 80211
Real Architecture LTD
2899 N Speer Blvd Ste 102
Denver, CO 80211
UNITED STATES OF AMERICA
FOREVER/USA
St. John's Lutheran Church
700 S Franklin St.
Denver, CO 80209

REALARCHITECTURE LTD
2889 North Speer Blvd
Denver, Colorado 80211

May 15, 2026

Denver Community Planning and Development
201 W. Colfax Ave., Dept. 205,
Denver, Colorado 80202

Re:	Rezoning Outreach Narrative Letter
Address:	3201 N. Speer Blvd, Denver, Colorado 80211
Owner:	3201 N. Speer Blvd LLC; Seth Gallaher, Manager; 303-263-1700
Applicant:	Realarchitecture Ltd; cody@realarchitecture.com, 303-477-5550

To Whom it May Concern,

This letter is to inform you of a rezoning application for the property located at 3201 N. Speer Boulevard. On behalf of 3201 Speer Blvd LLC, RealArchitecture Ltd is submitting an Official Map Amendment to rezone the property from the U-SU-A zone district to the U-MX-2X zone district.

The subject property is a 5,570-square-foot, triangular-shaped corner lot with frontage along both West 32nd Avenue and Speer Boulevard. The existing building is currently, and has historically, been used for business purposes and qualifies as a Compliant Business Structure pursuant to DZC Section 11.4.6. The surrounding neighborhood context includes a variety of Single Unit, Main Street, and Mixed-Use zoning designations, which collectively support and reinforce the transition of this property to a Mixed-Use district.

Rezoning the property to U-MX-2X will place it within a zone district that supports redevelopment and uses consistent with the context of the West Highland Neighborhood and the recommendations of the Denver Zoning Code. This designation is intended for smaller sites primarily served by local streets and embedded within existing or proposed neighborhoods. The zone district accommodates low-scale building forms and low-intensity uses that reinforce the character of neighborhood-serving business areas.

Mixed-Use zone districts are focused on creating diverse, pedestrian-oriented environments. These districts promote active street fronts, encourage a compatible mix of uses, and support development patterns that contribute positively to established residential areas. These standards are intended to ensure that new development enhances neighborhood character, encourages housing opportunities, and improves transitions between commercial activity areas and adjacent residential uses.

More specifically, the Mixed-Use districts are intended to:

- Promote safe, active, pedestrian-scaled environments through building forms that clearly define and activate the public street edge.
- Enhance the convenience, ease, and enjoyment of transit access, walking, shopping, and public gathering within and around the city's neighborhoods.

3201 N. Speer Boulevard effectively bookends the entrance to the West 32nd Avenue commercial corridor, which serves as the heart of the West Highland Neighborhood District. Its prominent corner location at the gateway to the corridor makes it a logical and appropriate site for a mixed-use designation.

Rezoning the subject property to U-MX-2X will align the site with the adjacent properties along West 32nd Avenue and support context-sensitive, neighborhood-scaled development. This approach contributes to a more vibrant, walkable corridor while maintaining compatibility with the surrounding residential fabric.

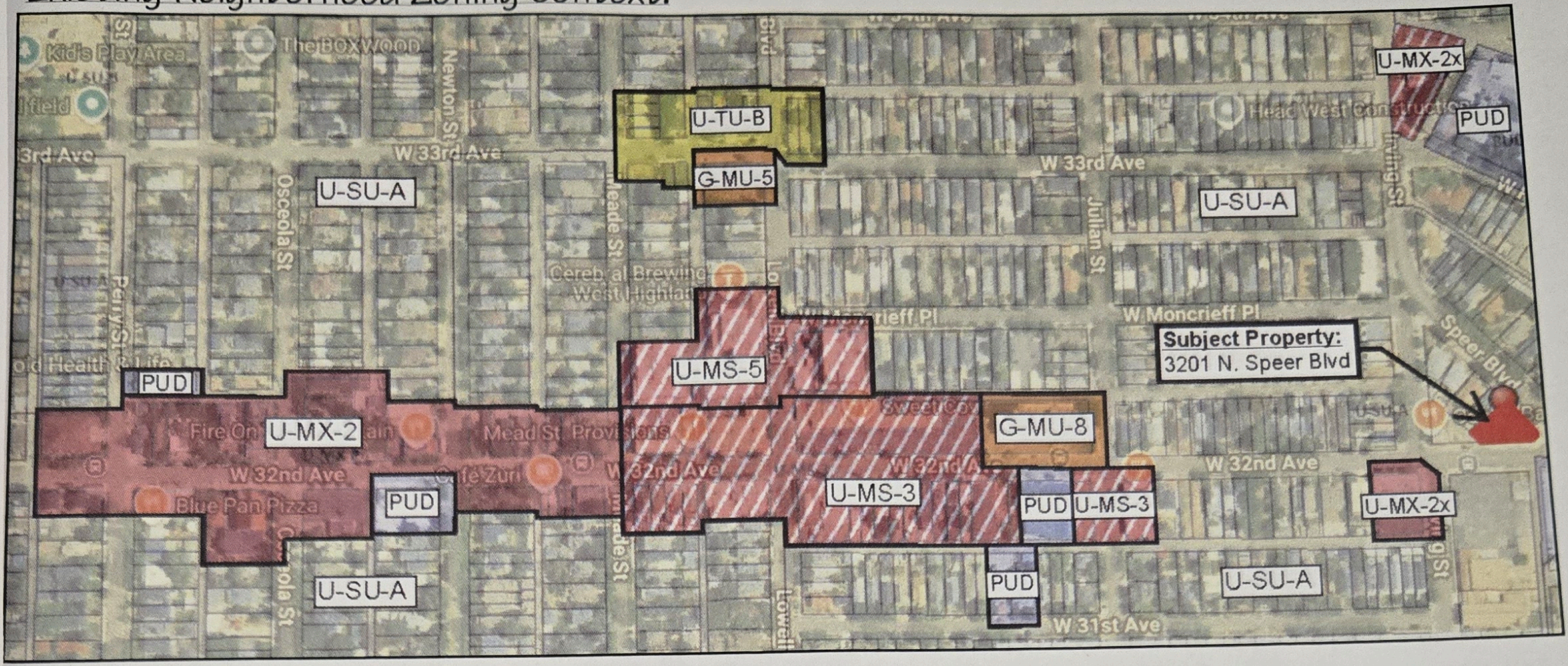
Thank you for your attention to this matter. If you have any questions regarding this rezoning application, please don't hesitate to reach out.

Sincerely,

Cody Seedorf
Realarchitecture Ltd.

Enclosure: Existing neighborhood context exhibit

Existing Neighborhood Zoning Context:



Land Uses and Building Context:

Location	Existing Zoning	Existing Land Use(s)	Existing Building Form and Scale
Subject Property (3201 N. Speer Blvd.)	U-SU-A	Business Structure	2-Story Building
West 32nd Avenue (Perry - Meade Street)	U-MX-2	Commercial, Industrial, Mixed-Use, Restaurant, Mult-Unit Residential	Commercial Buildings with heights ranging from 1 to 2 stories.
West 32nd Avenue (Meade Street - East)	U-MS-3	Commercial, Retail Mixed-Use, Restaurant, Mult-Unit Residential	Commercial buildings with heights ranging from 1 to 2 stories.
3405 W. 32nd Avenue	G-MU-8	Mult-Unit Residential	12-Story Building
3420 W. 32nd Avenue	PUD	Commercial/ Multi-Unit Residential	3-Story Building
3141 N. Irving Street	U-MX-2x	Commercial/ Restaurant	2-Story Commercial Building
3220 & 3257 W. 32nd Avenue	U-MS-5	Mult-Unit Residential Mixed-Use, Retail	5-Story Residential 2-Story Commercial
3484 W. Moncrieff PL.	U-MS-5	Mult-Unit Residential	4-Story Residential
Neighboring Property 1 (3200 N. Irving St.)	U-SU-A	Business Structure	2-Story Building
Neighboring Property 2 (3215 N. Speer Blvd.)	U-SU-A	Single-Unit Residential	1-Story Residence

Customer Distribution

Prevent fraud - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **RND70900230** Date: **04/27/2026**

Property Address: **3201 N SPEER BLVD, DENVER, CO 80211**

For Closing Assistance

For Title Assistance

Mary Clarke-Gentry
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 850-4198 (Work)
mclarke@ltgc.com
Company License: CO44565

Seller/Owner
3201 N SPEER BLVD LLC, A COLORADO LIMITED LIABILITY COMPANY
Attention: SETH GALLAHER
3201 N SPEER BLVD
Denver, CO 80211
SETH@ALMORTGAGEINC.COM
Delivered via: Electronic Mail

LAND TITLE GUARANTEE COMPANY
Attention: LUKE DAVIDSON
3033 EAST FIRST AVENUE SUITE 600
DENVER, CO 80206
(303) 321-1880 (Work)
(303) 393-4912 (Work Fax)
ldavidson@ltgc.com

Estimate of Title Fees

Order Number: RND70900230 **Date:** 04/27/2026

Property Address: 3201 N SPEER BLVD, DENVER, CO 80211

Seller(s): 3201 N SPEER BLVD LLC., A COLORADO LIMITED LIABILITY COMPANY

Buyer(s): A BUYER TO BE DETERMINED

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit **ltgc.com** to learn more about Land Title.

Estimate of Title Insurance Fees	
Pending Contract Order	$750.00
TOTAL	**$750.00**

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the documents on your property.

Chain of Title Documents:

Denver county recorded 08/20/2005 under reception no. 2005141564

Denver county recorded 09/26/2005 under reception no. 2005162769

Plat Map(s):

Denver county recorded 10/21/1912 at book 17 page 18A

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: RND70900230

Property Address:

3201 N SPEER BLVD, DENVER, CO 80211

1. **Commitment Date:**

   04/22/2026 at 5:00 P.M.

2. **Policy to be Issued and Proposed Insured:**

   Pending Contract Order $0.00
   Proposed Insured:
   A BUYER TO BE DETERMINED

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

   FEE SIMPLE

4. **The Title is, at the Commitment Date, vested in:**

   3201 N SPEER BLVD LLC., A COLORADO LIMITED LIABILITY COMPANY

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

   LOT 6, RE-SUBDIVISION OF BLOCK 28, HIGHLAND PARK, CITY AND COUNTY OF DENVER, STATE OF COLORADO

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: RND70900230

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. RELEASE OF DEED OF TRUST DATED DECEMBER 05, 2025 FROM 3201 N SPEER BLVD LLC., A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF DENVER COUNTY FOR THE USE OF ACADEMY BANK N.A. TO SECURE THE SUM OF $375,000.00 RECORDED DECEMBER 08, 2025, UNDER RECEPTION NO. **2025125143**.

   SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED DECEMBER 08, 2025, UNDER RECEPTION NO. **2025125144**.

2. TERMINATION OF FINANCING STATEMENT BY ACADEMY BANK, N.A., THE SECURED PARTY, RECORDED DECEMBER 08, 2025, UNDER RECEPTION NO. **2025125145**.

   SUBORDINATION, NON-DISTURBANCE & ATTORNMENT AGREEMENT IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED DECEMBER 08, 2025 UNDER RECEPTION NO. **2025125146**.

3. RELEASE OF DEED OF TRUST DATED MARCH 20, 2026 FROM 3201 N SPEER BLVD LLC., A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF DENVER COUNTY FOR THE USE OF BRAD GROVES TO SECURE THE SUM OF $1,550,000.00 RECORDED MARCH 25, 2026, UNDER RECEPTION NO. **2026031671**.

   SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED MARCH 25, 2026, UNDER RECEPTION NO. **2026031672**.

4. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR 3201 N SPEER BLVD LLC., A COLORADO LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

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

5. WARRANTY DEED FROM 3201 N SPEER BLVD LLC., A COLORADO LIMITED LIABILITY COMPANY TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

   NOTE: STATEMENT OF AUTHORITY FOR 3201 N SPEER BLVD LLC., A COLORADO LIMITED LIABILITY COMPANY RECORDED DECEMBER 08, 2025 UNDER RECEPTION NO. **2025125142** DISCLOSES SETH GALLAHER AS SOLE MEMBER/MANAGER WHO MAY ACQUIRE, CONVEY, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

   NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: RND70900230

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat 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.

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
6. **(a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF HIGHLAND PARK RECORDED DECEMBER 14, 1882 IN BOOK 3 AT PAGE **14**.
10. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF RE-SUBDIVISION OF BLOCK 29 HIGHLAND PARK RECORDED OCTOBER 21, 1912 IN BOOK 17 AT PAGE **18A**.
11. TERMS, RESERVATIONS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH IN WARRANTY DEEDS RECORDED OCTOBER 26, 1912 IN BOOK 2259 AT PAGE **214**, AND APRIL 23, 1913 IN BOOK 2278 AT PAGE **273**.
12. EASEMENT GRANTED TO MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, FOR RIGHT OF WAY, UTILITIES , AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED DECEMBER 22, 1914, IN BOOK 2511 AT PAGE **371**.
13. REGISTRATION STATEMENT FOR NON-CONFORMING USE RECORDED JANUARY 10, 1957 IN BOOK 7983 AT PAGE **537**.
14. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 604, SERIES OF 1988, DESIGNATING A DISTRICT FOR PRESERVATION RECORDED OCTOBER 11, 1988 UNDER RECEPTION NO. **R-880319974**.
15. RESERVATION OF OIL, GAS AND MINERALS AS DEFINED AND DESCRIBED IN QUITCLAIM DEED RECORDED SEPTEMBER 26, 2005 UNDER RECEPTION NO. **2005162769**.

ALTA Commitment For Title Insurance
issued by Old Republic National Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions ,Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of insurance and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS
   - (a) "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.
   - (b) "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
   - (c) "Land": The land described in item 5 of Schedule A and affixed improvements located on that land 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, aavenue, 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 to be insured by the Policy.
   - (d) "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.
   - (e) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   - (f) "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
   - (g) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   - (h) "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the TItle to a 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.
   - (i) "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.
   - (j) "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   - (a) the Notice;
   - (b) the Commitment to Issue Policy;
   - (c) the Commitment Conditions;
   - (d) Schedule A;
   - (e) Schedule B, Part I—Requirements; and
   - (f) Schedule B, Part II—Exceptions; and
   - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

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

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

5. **LIMITATIONS OF LIABILITY**
   - (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
     - i. comply with the Schedule B, Part I—Requirements;
     - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
     - iii. acquire the Title or create the Mortgage covered by this Commitment.
   - (b) The Company is not liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   - (c) The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

(d) The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5(a) or the Proposed Amount of Insurance.
(e) The Company is not liable for the content of the Transaction Identification Data, if any.
(f) The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
(g) The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT. CHOICE OF LAW AND CHOICE OF FORUM**
(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction
(c) This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

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

8. **PRO-FORMA POLICY**

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

9. **CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. **CLASS ACTION**

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

11. **ARBITRATION**

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

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

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

CB Rants

Craig B. Rants, Senior Vice President

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY · OR

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 *www.oldrepublictitle.com*

By C Monroe President

Attest Kent Lewis Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Land Title Guarantee Company

Disclosure Statements

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

(A) The Subject real property may be located in a special taxing district.

(B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).

(C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

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

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

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

(A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.

(B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.

(C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.

(D) The Company must receive payment of the appropriate premium.

(E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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

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

(A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and

(B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

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

Note: Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

Joint Notice of Privacy Policy of
Land Title Guarantee Company
Land Title Insurance Corporation and
Old Republic National Title Insurance Company

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

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

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

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- your transactions with, or from the services being performed by us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;

  and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

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

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

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

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

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

From: Seth Gallaher
To: Cody Seedorf
Cc: Thomas Bannigan Jr.
Subject: 3201 Speer - Zoning
Date: Friday, April 24, 2026 3:13:30 PM
Attachments: apply-now-btn.png
ALM-DENVER-LOGO-w-ML-transparent.png
twitter.png
facebook.png
instagram.png
linkedin.png
3201 Speer LLC Operating Agr.pdf
Importance: High

Cody,

Thanks for taking time to catch up this week.

I've attached the 3201 Speer LLC operating agreement. The title commitment has been ordered through Land Title. I hope to have that Monday or Tuesday.

You have my permission to submit the Zoning change request to the City of Denver.

Thanks,

NMLS# 18345

Seth Gallaher
President

P: 303-416-7000
M: 303-263-1700
F: 720-351-4433
E: seth@almortgageinc.com
almortgagedenver.com

APPLY NOW | log-in

American Liberty Mortgage INC
DENVER, CO
NMLS#1462

3201 N SPEER BLVD, LLC

Operating Agreement

This Operating Agreement (this "Agreement") is entered into effective this 21st day of November, 2024 and is made by SETH GALLAHER, who is the sole member ("Member") of 3201 N SPEER BLVD, LLC, a Colorado limited liability company (hereinafter referred to as the "Company").

EXPLANATORY STATEMENT

On July 7, 2005, the Company's Articles of Organization were filed with the Colorado Secretary of State.

IT IS AGREED, in consideration of the promises, covenants, performance and mutual consideration herein as follows:

1. Formation of the Company.

1.1 Articles of Organization. Company is organized pursuant to the provisions of the Colorado Limited Liability Company Act C.R.S. § 7-80-101. The rights and obligations of the Company and the Member shall be provided in the Articles and this Agreement. If there is any conflict between this Agreement and the Articles, the Articles shall prevail.

1.2 Duration of the Company. The duration of the Company shall be perpetual.

2. Federal and State Taxation of the Company and the Member.

2.1 Federal Income Taxation. For federal tax purposes, the LLC shall be a disregarded entity within the meaning of U.S. Treasury Regulation § 301.7701-2(c)(ii), and its income, losses and other tax items (collectively, "tax items") shall be deemed for federal tax purposes to be those of the member as a sole proprietor.

2.2 Social Security Taxation. The member shall be subject to Social Security Tax on the LLC's income as provided under Internal Revenue Code §§ 1401 and 1402.

2.3 State Taxation. The LLC and the member shall be taxable under the laws of Colorado as provided by those laws and by the regulations thereunder.

3. Member.

3.1 Meetings of the Member. The Member is not required to hold annual meetings. In lieu of holding a meeting the Member may take action by a written instrument indicating the consent of the Member.

4 Management.

4.1 Member Managed. The management of the Company shall be vested solely in the Member, who shall have all powers to control and manage the business and affairs of the Company and may exercise all powers of the Company.

4.2 General Powers. The business and day-to-day affairs of the Company shall be managed by the Member. The Member shall have the authority to direct, manage and control the business of the Company to the best of the Member's ability and, subject to the limitations and restrictions set forth in this Agreement, shall have full and complete authority, power and discretion to make any and all decisions, to take any and all actions, and to execute all instruments or other documents which the Member shall deem to be reasonably required or appropriate in light of the Company's business and objectives.

5 Books.

5.1 Location of Records. The books of the Company shall be maintained at the principal office of the Company, 3201 N Speer Blvd, Denver, CO 80211, or at such other place as the Member shall designate.

5.2 Accounting Rules. The books shall be maintained on a cash basis. The fiscal year of the Company shall be the calendar year.

6 Transfer and Pledges of Membership Rights.

6.1 Transfer's in General. The Member, in the Member's discretion, may transfer (whether by sale, gift, bequest or otherwise) all or any part of the member's membership rights, including economic and non-economic rights, to any person at any time. The Member may make any such transfer under any terms and conditions that the member deems appropriate.

6.2 Transfer upon the Member's Death. Upon the death of the Member, the Member's membership rights shall immediately and automatically pass in accordance with the member's will or other testamentary instruments, or, in the absence of any such instruments, under applicable laws of descent and distribution.

7 Additional Members.

7.1 Additional Members. Whether additional persons shall be admitted as members of the Company shall be determined in the Member's sole discretion.

7.2 Amendments of LLC Agreement if LLC Becomes a Multi-member LLC. If, at any time, the LLC has two or more members, the members shall, with reasonable promptness, consult with the LLC's lawyer and make all amendments to this Agreement that are necessary to reflect the members' agreement as members of a multi-member LLC. Under such amendment the sole Management of the Company will remain vested with the Member.

7.3 Types of Required Amendments. The amendments referred to in Section 1.10(a) shall include amendments concerning the allocation of the LLC's profits and losses, the distribution of profits and other LLC assets, the allocation of LLC voting rights and other management rights, fiduciary rights and liabilities, and other appropriate matters.

7.4 LLC Act Default Rules. In the absence of these amendments, the LLC, upon becoming a multi-member LLC, shall be governed by the default provisions of the LLC Act applicable to multi-member LLCs.

8. Dissolution of Company.

8.1 Causes of Dissolution. The Company shall be dissolved at any time in the Member's sole discretion.

8.2 Distribution of Assets Upon Dissolution. In the event of dissolution of the Company, the Member shall proceed with reasonable promptness to sell the property owned by the Company and to liquidate the business of the Company. Upon dissolution, the assets of the Company shall be used and distributed in the following order:

8.2.1 to payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

8.2.2 to the payment and discharge or any Company debts and liabilities owed to Member; and

8.2.3 to the Member.

9. General Provisions.

9.1 Arbitration. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in accordance with the then existing rules of the American Arbitration Association and no lawsuit shall be filed in any court except as hereinafter provided. Judgment upon the award rendered by said arbitration may be entered in any court having jurisdiction thereof.

9.2 Modification. This Agreement may be modified from time to time as necessary only by the written agreement of the Company, acting through the consent of the Members.

9.3 Severability. The provisions of this Agreement are severable and separate, and if one or more is voidable or void by statute or rule of law, the remaining provisions shall be severed therefrom and shall remain in full force and effect.

9.4 Governing Law. This Agreement and its terms are to be construed according to the laws of the State of Colorado.

9.5 Compliance with Corporate Transparency Act. The Member of the Company intend for the Company to comply with its obligations under the Corporate Transparency Act of 2020 (as amended, the "***CTA***") and with the regulations (the "***CTA Regulations***") promulgated by the Financial Crimes Enforcement Network ("***FinCEN***") thereunder. Accordingly, the Parties agree:

9.5.1 Compliance Officer. The Company's Member will serve as the "***Compliance Officer***" with respect to the Company's duties under the CTA. The Compliance Officer may take any steps reasonably necessary or convenient to cause the Company to perform its obligations under the CTA and the CTA Regulations, including, without limitation, by causing the Company to file any beneficial ownership report that may be required thereunder.

9.5.2 Reports. The Compliance Officer will maintain sufficient records to evidence to the Company's good faith compliance with the CTA, and as otherwise may be reasonably necessary, or required, to respond to Fin CEN or other government regulators regarding the compliance. Upon request, the Compliance Officer will provide written reports to the Company's Member regarding the Company's compliance activities, but no less than once per year.

9.5.3 CTA Data. Unless exempted by the Compliance Officer, each Member will provide to the Compliance Officer such Member's: (i) full legal name, (ii) date of birth, (iii) residential street address, (iv) business street address, and (v) a unique identifying number from one of the following documents: (a) a non-expired passport issued by the United States Government, (b) a non-expired identification document issued to the individual by a State, local government, or Indian tribe for the purpose of identifying the individual, (c) a non-expired driver's license issued to the individual by a State, or (d) a non-expired passport issued by a foreign government to the individual, if the individual does not possess any of the documents described in (a), (b) or (c) above, and (vi) an image of the document from which the unique identifying number in **Section 9.5.3 (v)** was obtained which includes both the unique identifying number and photograph of the individual in sufficient quality to be legible or recognizable. The information described in this **Section 9.5.3** is hereinafter referred to as a Member's "***CTA Data***".

9.5.4 Indirect Ownership. With respect to any Member that is not a natural person, the Member shall provide CTA Data for each natural person (as applicable, an "***Indirect Owner***") who owns any membership interest in the Company indirectly through such Member.

9.5.5 Substantial Control Data. Unless exempted by the Compliance Officer, each Member will also provide to the Compliance Officer any information or documents that may be required to determine whether such Member or any Indirect Owner has "substantial control" over the Company including, without limitation, by (i) serving as a senior officer of the reporting company, (ii) having authority over the appointment or removal of any senior officer or a majority or dominant minority of the board of directors (or similar body) of the Company, (iii) having any direction, determination, or decision power over, or substantial influence over, important matters affecting the Company, including but not limited to: (a) the nature, scope, and attributes of the business of the Company, including the sale, lease, mortgage, or other transfer of any principal assets of the Company; (b) the reorganization, dissolution, or merger of the Company; (c) major expenditures or investments, issuances of any equity, incurrence of any significant debt, or approval of the operating budget of the Company; (d) the selection or termination of business lines or ventures, or geographic focus, of the Company; (e) compensation schemes and incentive programs for senior officers of the Company; (f) the entry into or termination, or the fulfillment or non-fulfillment of significant contracts of the Company; (g) amendments of any substantial governance documents of the

Company, including the Articles of Organization or similar formation documents, bylaws, and significant policies or procedures of the Company; and (iv) any other form of substantial control over the Company. Information and documents provided by any Member for purposes of this **Section 9.5.5** is hereinafter referred to as "***Substantial Control Data***".

9.5.6 Company Applicant. The Compliance Officer will collect CTA Data and Substantial Control Data from each individual who is a "company applicant" with respect to the Company, as such term is defined in the CTA Regulations.

9.5.7 Safeguarding CTA Data. The Compliance Officer will safeguard the CTA Data and Substantial Control Data collected from Member and any other persons in accordance with this **Article IX** through such methods and systems as the Compliance Officer may determine.

9.5.8 Duty to Promptly Report. Each Member will promptly notify in writing the Compliance Officer of any change in CTA Data or Substantial Control Data previously provided by such Member to the Compliance Officer after such change occurs (but in any even no more than five (5) calendar days after such change occurs).

9.5.9 Indemnification. Each Member will indemnify and defend the Company against any liability, loss or expense incurred by the Company, and arising out of their acts or omissions under this Article IX including, but not limited to (1) any inaccuracy in any CTA Data or Substantial Control Data provided by such Member, as applicable, or (2) any failure of such Member to provide amended CTA Data or Substantial Control Data to the Compliance Officer within the time period required by **Section 9.5.8** above.

[THIS PAGE ENDS HERE. SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the sole undersigned Member has executed this Agreement to be effective as of the date set forth hereinabove.

Seth Gallaher, Member

Date 11/21/24