



**DENVER**  
THE MILE HIGH CITY

**Community Planning and Development**  
**Planning Services**  
Plan Implementation

201 W Colfax Ave, Dept 205  
Denver, CO 80202  
p: 720-865-2915  
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[www.denvergov.org/planning](http://www.denvergov.org/planning)

**TO: Land Use, Infrastructure and Transportation Committee**  
**FROM: Chris Gleissner, Senior City Planner**  
**DATE: January 16, 2014**  
**RE: Zoning Map Amendment Application #2013I-00015**  
**351 S Jackson**  
**Rezoning from B-4 w/waivers to C-MX-8 and C-MX-12**

**Staff Report and Recommendation**

Based on the criteria for review including legal basis evaluation and compliance with adopted City plans, Staff recommends approval for application #2013I-00015 for a rezoning from **B-4 w/waivers to C-MX-8 and C-MX-12.**

**I. Scope of Rezoning**

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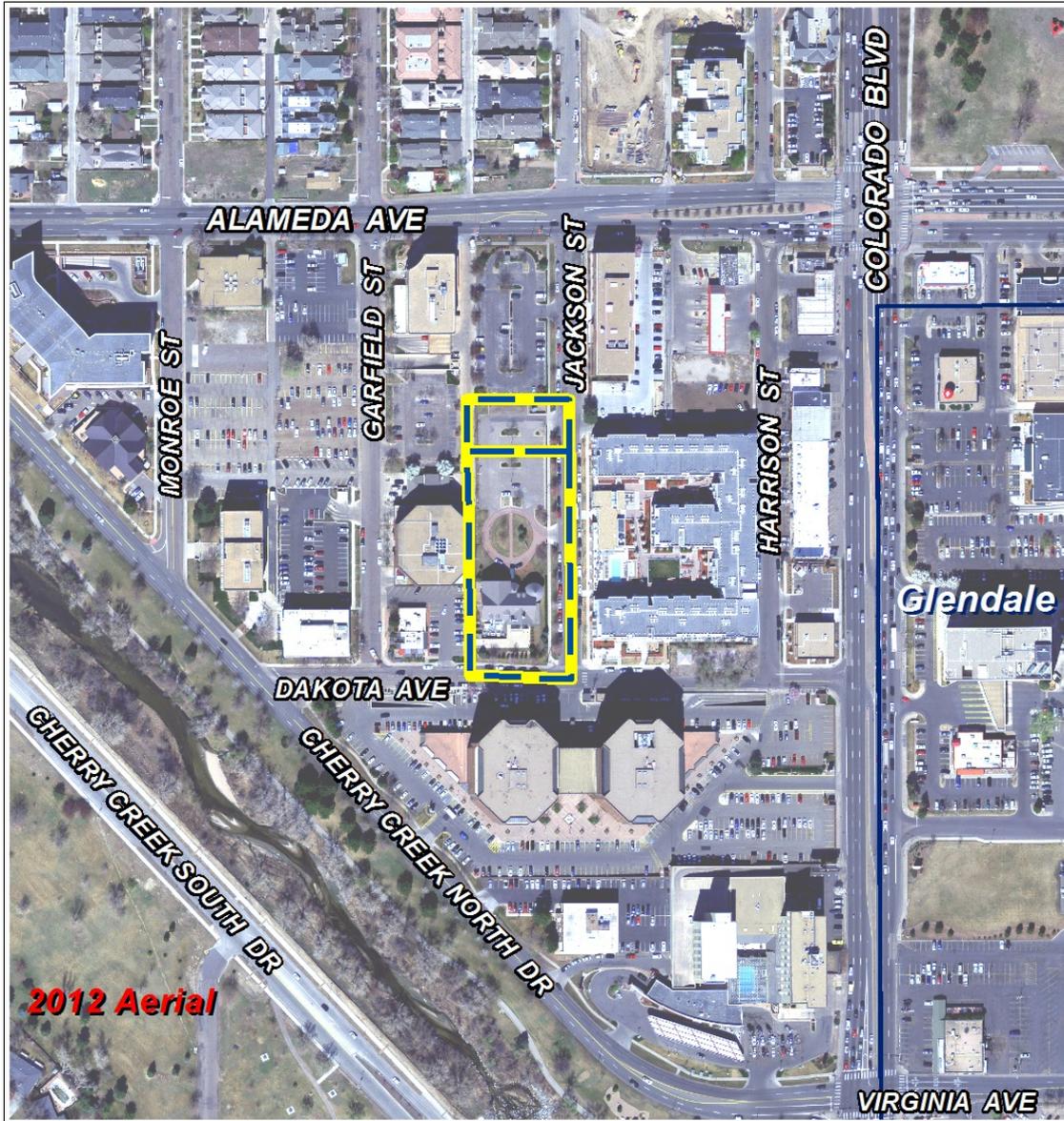
Application: **#2013I-00015**  
Address: **351 S Jackson**  
Neighborhood/Council District: Council District #10  
RNOs: Cherry Creek Steering Committee, Harman Neighborhood Association, Inc., Denver Neighborhood Association Inc., Inter-Neighborhood Cooperation  
  
Area of Property: 1.3 Acres (55,723 SF)  
Current Zoning: B-4 w/waivers UO-1, UO-2  
Proposed Zoning: **C-MX-8, C-MX-12**  
Applicant/Owner: 351 S Jackson LLC  
Contact Person: Ray Terrell

**II. Summary of Proposal**

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This map amendment is proposed to allow redevelopment within the Cherry Creek Triangle in a manner consistent with the recommendations of the Cherry Creek Area Plan.

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### III. Justifying Circumstances

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The application is reviewed against Denver Zoning Code Section 12.4.10.14.A.4 which provides a justification statement which says the land or its surrounding environs has changed or is changing to such a degree that it is in the public interest to encourage a redevelopment of the area or to recognize the changed character of the area. The change or changing condition is associated with recommendations from adopted plans: Comprehensive Plan 2000, Blueprint Denver and the Cherry Creek Area Plan (2012).

**IV. Existing Context**

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	<b>Existing Zoning</b>	<b>Existing Land Use</b>	<b>Blueprint Denver</b>
Site	B-4 w/waivers	Surface Parking and Colorado Private Reserve	Regional Center – Area of Change
North	B-4 w/waivers	Office and Surface Parking	Regional Center – Area of Change
South	B-4 w/waivers and OS-C	Office Tower	Regional Center – Area of Change
West	B-4 w/waivers, S-MX-12	Offices	Regional Center – Area of Change
East	B-4 w/waivers	Multi-Unit Residential	Regional Center – Area of Change

**V. Summary of Agency Referral Responses**

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This rezoning has been reviewed for concurrence with the Denver Zoning Code and other applicable City Codes as utilized by the referral agencies listed below.

- Development Services - Survey: Approved
- Development Services – Transportation: Approved
- Denver Fire: Approved
- Denver Parks & Rec: Approved
- Asset Management: Approved

**VI. Notice, Public Process & Public Comment**

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The property was posted for a period of 15 days announcing the Denver Planning Board public hearing, and written notification of the public hearing has been sent to all affected registered neighborhood organizations for Planning Board. Public outreach and discussion of the rezoning has been conducted by the applicant.

**VII. Criteria for Review / Staff Evaluation**

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Pursuant to the Denver Zoning Code, Section 12.4.10.13, there are three criteria for review of all map amendments and two additional review criteria applied to non-legislative map amendments. The first three include:

1. Consistency with Adopted Plans
2. Uniformity of District Regulations and Restrictions
3. Public Health, Safety and General Welfare

These are explained in the following sections. The remaining two criteria include (*Justifying Circumstances* (explained in Section III above) and *Consistency with Neighborhood Context Description, Zone District Purpose and Intent Statements* (elements of the Denver Zoning Code).

- **Neighborhood Context:** The requested zone district is within the Urban Center Neighborhood Context, which consists of multi-unit residential and mixed-use commercial strips and commercial centers.
- **Zone District Purpose:** The Mixed Use districts are intended to promote safe, active, and pedestrian scaled, diverse areas through the use of multiple building forms that clearly define and activate the public street edge.

### **VIII. Consistency with Adopted Plans / Staff Evaluation**

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The proposal is consistent with adopted plans. Applicable plans for this site include:

- Denver Comprehensive Plan 2000
- Blueprint Denver
- Cherry Creek Area Plan (2012)

#### **A. Consistency with the Denver Comprehensive Plan 2000**

Comprehensive Plan 2000 recognizes continued residential development pressures and opportunities. CPD believes the requested C-MX-8 and C-MX-12 zone districts are consistent with Comprehensive Plan 2000 because it will promote our dense mixed-use neighborhoods.

Applicable statements from the plan are listed below.

#### Land Use Strategies Summary:

- 1-C: Incorporate relevant recommendations from neighborhood, corridor and area plans.
- 1-H: Encourage development of housing that meets the increasingly diverse needs of Denver's present and future residents.
- 3-B: Encourage quality infill development that is consistent with the character of the surrounding neighborhood; that offers opportunities for increased density and more amenities.
- 4-B: Ensure that land-use policies and decisions support a variety of mobility choices.

**B. Consistency with Blueprint Denver**

This site is identified in Blueprint Denver as Regional Center within an Area of Change. The Regional Center is intended to contain a balance of retail, employment and residential uses. These Regional Centers cover a fairly large area and are dense enough to encompass both the dominant use and a wide variety of other uses. This rezoning application is consistent with the adopted land use recommendations contained within Blueprint Denver.



**C. Consistency with the 2012 Cherry Creek Area Plan**

The proposed rezoning is consistent with the neighborhood plan. The plan recommends:

- Encourage positive change to create a vibrant, urban mixed-use district (p.76)
  - Cherry Creek Triangle remains an area of change, meaning growth and reinvestment should be encouraged.
  - New development should continued to include a mix of land uses, especially office and residential.
  - Adopt form-based and context based zoning for Cherry Creek Triangle properties to encourage predictable development patterns that reinforce the development quality of Cherry Creek Triangle.
- Create and identity for Cherry Creek Triangle (p.77)
  - Embrace Cherry Creek Triangle's prime location connecting the Cherry Creek Shopping District and the City of Glendale along the Cherry Creek Greenway.
  - Improve placemaking. New infill development should improve the public realm.

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

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The proposed rezoning to C-MX-8 and C-MX-12 will result in the uniform application of zone district, building form, use and design regulations to all buildings within the subject area.

#### **X. Public Health, Safety and General Welfare**

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The proposed rezoning will bring the property into further compliance with Denver's Comprehensive Plan, Blueprint Denver, and the Cherry Creek Area Plan, allowing for redevelopment.

#### **XI. Planning Board**

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At its regular meeting held January 15, 2014, the Denver Planning Board unanimously recommended approval of this map amendment.

#### **XII. Staff Recommendation**

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Based on the criteria for review as defined above, CPD Staff recommends **approval** for rezoning the property located at 351 S Jackson Street (Application #2013I-00015) to C-MX-8 and C-MX-12, as defined on the attached application map.

#### **Attachments:**

- 1. Official Zone Map Amendment Application**
- 2. Map Series - Aerial, Zoning, Blueprint Map**



# Zone Map Amendment (Rezoning) - Application

1/26/12

PROPERTY OWNER INFORMATION*		PROPERTY OWNER(S) REPRESENTATIVE**	
<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION		<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION	
Property Owner Name		Representative Name	
Address		Address	
City, State, Zip		City, State, Zip	
Telephone		Telephone	
Email		Email	
<p><b>*If More Than One Property Owner:</b> All standard zone map amendment applications shall be initiated by all the owners of at least 51% of the total area of the zone lots subject to the rezoning application, or their representatives authorized in writing to do so. See page 3.</p>		<p><b>**Property owner shall provide a written letter authorizing the representative to act on his/her behalf.</b></p>	
Please attach Proof of Ownership acceptable to the Manager for each property owner signing the application, such as (a) Assessor's Record, (b) Warranty deed or deed of trust, or (c) Title policy or commitment dated no earlier than 60 days prior to application date.			
SUBJECT PROPERTY INFORMATION			
Location (address and/or boundary description):			
Assessor's Parcel Numbers:			
Legal Description: (Can be submitted as an attachment. If metes & bounds, a map is required.)			
Area in Acres or Square Feet:			
Current Zone District(s):			
PROPOSAL			
Proposed Zone District:			



REVIEW CRITERIA

<p>General Review Criteria: The proposal must comply with all of the general review criteria DZC Sec. 12.4.10.13</p>	<input type="checkbox"/> Consistency with Adopted Plans: The proposed official map amendment is consistent with the City's adopted plans, or the proposed rezoning is necessary to provide land for a community need that was not anticipated at the time of adoption of the City's Plan  <p>Please provide an attachment describing relevant adopted plans and how proposed map amendment is consistent with those plan recommendations; or, describe how the map amendment is necessary to provide for an unanticipated community need.</p>
	<input type="checkbox"/> Uniformity of District Regulations and Restrictions: The proposed official map amendment results in regulations and restrictions that are uniform for each kind of building throughout each district having the same classification and bearing the same symbol or designation on the official map, but the regulations in one district may differ from those in other districts.
	<input type="checkbox"/> Public Health, Safety and General Welfare: The proposed official map amendment furthers the public health, safety, and general welfare of the City.

<p>Additional Review Criteria for Non-Legislative Rezoning: The proposal must comply with both of the additional review criteria DZC Sec. 12.4.10.14</p>	<p>Justifying Circumstances - One of the following circumstances exists:</p> <input type="checkbox"/> The existing zoning of the land was the result of an error. <input type="checkbox"/> The existing zoning of the land was based on a mistake of fact. <input type="checkbox"/> The existing zoning of the land failed to take into account the constraints on development created by the natural characteristics of the land, including, but not limited to, steep slopes, floodplain, unstable soils, and inadequate drainage. <input type="checkbox"/> The land or its surroundings has changed or is changing to such a degree that rezoning that it is in the public interest to encourage a redevelopment of the area to recognize the changed character of the area <input type="checkbox"/> It is in the public interest to encourage a departure from the existing zoning through application of supplemental zoning regulations that are consistent with the intent and purpose of, and meet the specific criteria stated in, Article 9, Division 9.4 (Overlay Zone Districts), of this Code.
	<p>Please provide an attachment describing the justifying circumstance.</p>
	<input type="checkbox"/> 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.  <p>Please provide an attachment describing how the above criterion is met.</p>

ATTACHMENTS

Please check any attachments provided with this application:

- Authorization for Representative
- Proof of Ownership Document(s)
- Legal Description
- Review Criteria

Please list any additional attachments:

Empty box for listing additional attachments.



**PROPERTY OWNER OR PROPERTY OWNER(S) REPRESENTATIVE CERTIFICATION/PETITION**

We, the undersigned represent that we are the owners 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 (must sign in the exact same manner as title to the property is held)	Date	Indicate the type of ownership documentation provided: (A) Assessor's record, (B) warranty deed or deed of trust, (C) title policy or commitment, or (D) other as approved	Property owner representative written authorization? (YES/NO)
<b>EXAMPLE</b> John Alan Smith and Josie Q. Smith	123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov	100%	<i>John Alan Smith</i> <i>Josie Q. Smith</i>	01/01/12	(A)	NO
351 S. Jackson, LLC	1700 Lincoln, Suite 3900 Denver, CO 80203 303-953-6768 judy.shackelford@petrie.com	40%	Thomas A. Petrie <i>Thomas A. Petrie</i>	08/05/13		
351 S. Jackson, LLC	1700 Lincoln, Suite 3900, Denver, CO 80203 303-953-6768	40%	Jon C. Hughes <i>Jon C. Hughes</i>	8/5/13		
351 S. Jackson, LLC	1700 Lincoln, Suite 3900, Denver, CO 80203 303-9536768	20%	Michael E. Bock <i>ME Bock</i>	8/6/13		

[www.denvergov.org/rezoning](http://www.denvergov.org/rezoning)



**351 SOUTH JACKSON, LLC**

**1700 LINCOLN STREET, SUITE 3900**

**DENVER, CO 80203**

**P 303-953-6768**

**F 303-953-5130**

July 19, 2013

Denver Community Planning & Development  
201 W. Colfax Avenue, Dept. 205  
Denver, CO 80202

Gentlemen:

As owners of 351 South Jackson, LLC, we are authorizing Don Ruggles, Ray Terrell and their associates with DHR Architecture to act on our behalf in the rezoning of our property located at 351 S. Jackson Street, Denver, CO 80209.

If you have any questions, please feel free to call either of us at 303-953-6768.

Best regards,



Thomas A. Petrie



Jon C. Hughes



Michael E. Bock

# EXHIBIT 'B'

## 351 S. JACKSON ST. - CMX-12 (REMAINDER)

LOTS 28 THROUGH 41, BLOCK 3, BURNSDALE ADDITION, EXCEPT THE NORTH 15 FEET OF SAID LOT 41;

TOGETHER WITH THE NORTH TWENTY FEET OF VACATED DAKOTA AVENUE, VACATED BY ORDINANCES NO. 253 AND NO. 467, SERIES OF 1962;

TOGETHER WITH A STRIP OF LAND, 34.19 FEET IN WIDTH, LYING BETWEEN THE WEST LINE OF SAID LOTS AND PORTION OF A LOT AND THE EAST LINE OF THE PUBLIC ALLEY, WITH ITS NORTH LINE BEING THE SOUTH LINE OF THE NORTH 15 FEET OF SAID LOT 41 EXTENDED WEST TO INTERSECT SAID EAST LINE OF THE PUBLIC ALLEY AND WITH ITS SOUTH LINE BEING THE SOUTH LINE OF SAID LOT 28 EXTENDED WEST TO INTERSECT SAID EAST LINE OF THE PUBLIC ALLEY.

  
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Larry W. Hagan, PLS No. 16112  
Meridian Surveying, Inc.  
2345 S. Federal Blvd., Suite 195  
Denver, CO 80219 Phone 303-936-8807  
Sept. 4, 2013

# EXHIBIT 'C'

## 351 S. JACKSON ST. - CMX-8 (NORTH 90 FEET)

LOTS 42, 43 AND 44 AND THE NORTH 15 FEET OF LOT 41, BLOCK 3, BURNSDALE ADDITION;

TOGETHER WITH A STRIP OF LAND, 34.19 FEET IN WIDTH, LYING BETWEEN THE WEST LINE OF SAID LOTS AND PORTION OF A LOT AND THE EAST LINE OF THE PUBLIC ALLEY, WITH ITS SOUTH LINE BEING THE SOUTH LINE OF THE NORTH 15 FEET OF SAID LOT 41 EXTENDED WEST TO INTERSECT SAID EAST LINE OF THE PUBLIC ALLEY AND WITH ITS NORTH LINE BEING THE NORTH LINE OF SAID LOT 44 EXTENDED WEST TO INTERSECT SAID EAST LINE OF THE PUBLIC ALLEY.

  
\_\_\_\_\_  
Larry W. Hagan, PLS No. 16112  
Meridian Surveying, Inc.  
2345 S. Federal Blvd., Suite 195  
Denver, CO 80219 Phone 303-936-8807  
Sept. 4, 2013



Form AO/CHI

Chicago Policy No. 72306-40063829

Our Order No. ABD70216618\*1                      Schedule A                      Amount \$3,000,000.00

This Policy is issued in lieu of Policy No. CTAI70216618 which is(are) hereby cancelled.

Property Address: 351 SOUTH JACKSON STREET

1. Policy Date:                      October 13, 2008 at 5:00 P.M.

2. Name of Insured:

351 S. JACKSON, LLC, A COLORADO LIMITED LIABILITY COMPANY

3. The estate or interest in the Land described or referred to in this Schedule and which is covered by this policy is:

A Fee Simple

4. Title to the estate or interest covered by this policy at the date hereof is vested in:

351 S. JACKSON, LLC, A COLORADO LIMITED LIABILITY COMPANY

5. The land referred to in this policy is described as follows:

SEE ATTACHED "EXHIBIT A" FOR LEGAL DESCRIPTION

**This Policy valid only if Schedule B is attached.**

**Land Title Guarantee Company  
Representing Chicago Title Insurance Company**

**EXHIBIT "A" LEGAL DESCRIPTION**

**PARCEL 1:**

LOTS 34 AND 35, BLOCK 3, BURNSDALE, AND THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 35, BLOCK 3, BURNSDALE,  
THENCE WEST 34.19 FEET,  
THENCE SOUTH TO A POINT WEST OF THE SOUTHWEST CORNER OF LOT 34, SAID BLOCK 3,  
THENCE EAST TO THE SOUTHWEST CORNER OF SAID LOT 34,  
THENCE NORTH TO THE PLACE OF BEGINNING, CITY AND COUNTY OF DENVER, STATE OF  
COLORADO.

**PARCEL 2:**

LOTS 28 AND 29, BLOCK 3, BURNSDALE, AND THE NORTH 20 FEET OF VACATED DAKOTA  
AVENUE ADJOINING THE SOUTHERLY BOUNDARY OF LOT 28, BLOCK 3, BURNSDALE AS  
VACATED BY ORDINANCE #253, SERIES OF 1962, RECORDED IN BOOK 8940 AT PAGE 123,  
AND BY ORDINANCE #467, SERIES OF 1962, RECORDED IN BOOK 8966 AT PAGE 548, SAID  
TRACT FORMERLY KNOWN AS AS A PART OF LOT 27, BLOCK 3, BURNSDALE, BEING THE  
NORTH 20 FEET THEREOF ACCORDING TO THE RECORDED PLAT THEREOF, CITY AND COUNTY  
OF DENVER, STATE OF COLORADO.

**PARCEL 3:**

LOTS 30 AND 31, BLOCK 3, BURNSDALE, ACCORDING TO THE RECORDED PLAT THEREOF, CITY  
AND COUNTY OF DENVER, STATE OF COLORADO.

**PARCEL 4:**

BEGINNING AT THE NORTHWEST CORNER OF LOT 31, BLOCK 3, BURNSDALE;  
THENCE WEST 34.19 FEET, TO THE ALLEY LINE;  
THENCE SOUTH ON EAST ALLEY LINE 100.00 FEET;  
THENCE EAST 34.19 FEET TO THE SOUTHWEST CORNER OF LOT 28;  
THENCE NORTH 100.00 FEET TO THE POINT OF BEGINNING;  
AND BEGINNING AT THE NORTHWEST CORNER OF LOT 33, BLOCK 3, BURNSDALE ADDITION;  
THENCE WEST 34.19 FEET, MORE OR LESS, TO THE ALLEY;  
THENCE SOUTH ON EAST ALLEY LINE TO A POINT WEST OF THE SOUTHWEST CORNER OF LOT  
32;  
THENCE EAST TO SAID SOUTHWEST CORNER OF LOT 32;  
THENCE NORTH TO PLACE OF BEGINNING, CITY AND COUNTY OF DENVER, STATE OF  
COLORADO.

**PARCEL 5:**

LOTS 32 AND 33, BLOCK 3, BURNSDALE, CITY AND COUNTY OF DENVER, STATE OF  
COLORADO.

**PARCEL 6:**

THE WEST 34.19 FEET OF THE EAST 125 FEET OF THE NORTH 20 FEET, VACATED EAST  
DAKOTA AVENUE ADJACENT BLOCK 3, BURNSDALE, CITY AND COUNTY OF DENVER, STATE OF

**EXHIBIT "A" LEGAL DESCRIPTION**

COLORADO.

NOTE: SAID PARCELS 1 - 6 ARE ALSO KNOWN AS:

A PARCEL OF LAND BEING PART OF LOTS 27-35 INCLUSIVE, BLOCK 3, BURNSDALE, AND PART OF THE EAST 66 FEET OF THE NW 1/4 OF THE NE 1/4 OF THE NE 1/4 OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 68 WEST, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 35; THENCE SOUTHERLY 220.00 FEET ALONG THE EAST LINE OF SAID LOTS 35-27 INCLUSIVE TO A POINT ON THE SOUTHERLY LINE OF VACATED DAKOTA AVENUE BY ORDINANCE #353 AND #467 SERIES 1962 AS DESCRIBED IN BOOK 8940 AT PAGE 123 AND IN BOOK 8966 AT PAGE 548 OF THE RECORDS OF THE CITY AND COUNTY OF DENVER, SAID POINT BEING 20 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 27; THENCE WESTERLY 125.00 FEET ALONG THE SOUTH LINE OF THE NORTH 20 FEET OF LOT 27 AND THE SOUTH LINE OF SAID VACATED DAKOTA AVENUE TO A POINT ON THE EASTERLY LINE OF THE ALLEY; THENCE NORTHERLY 220.00 FEET ALONG SAID ALLEY AND PARALLEL WITH THE EAST LINE OF SAID BLOCK 3 TO THE INTERSECTION OF THE NORTH LINE OF SAID LOT 35 EXTENDED WESTERLY; THENCE EASTERLY 125.00 FEET ALONG THE NORTH LINE OF SAID LOT 35 AND ITS WESTERLY EXTENSION TO THE POINT OF BEGINNING.

PARCEL 7:

LOTS 43 AND 44, AND THE NORTH 1/2 OF LOT 42, BLOCK 3, BURNSDALE, AND THAT PORTION OF THE EAST 66 FEET OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 44, BLOCK 3, BURNSDALE, THENCE WEST 34.19 FEET; THENCE SOUTH 62.50 FEET; THENCE EAST TO THE WEST LINE OF LOT 42, BLOCK 3; THENCE NORTH TO THE POINT OF BEGINNING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL 8:

LOTS 36, 37, 38 AND 39, BLOCK 3, BURNSDALE AND THAT PROPERTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 39, BLOCK 3, BURNSDALE, THENCE WEST 34.19 FEET, THENCE SOUTH TO A POINT 34.19 FEET WEST OF THE SOUTHWEST CORNER OF LOT 36 OF SAID BLOCK 3; THENCE EAST TO THE SOUTHWEST CORNER OF SAID LOT 36; THENCE NORTH TO A PLACE OF BEGINNING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL 9:

LOTS 40 AND 41 AND SOUTH 12.50 FEET OF LOT 42, BLOCK 3, BURNSDALE, ACCORDING TO THE RECORDED PLAT THEREOF, AND BEGINNING AT THE SOUTHWEST CORNER OF LOT 40,

**EXHIBIT "A" LEGAL DESCRIPTION**

BLOCK 3, BURNSDALE, THENCE WEST 34.19 FEET, THENCE NORTH 62.50 FEET, THENCE EAST 34.19 FEET; THENCE SOUTH 62.50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, BEING A PART OF NORTHWEST 1/4 NORTHEAST 1/4 NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 68 WEST, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

Form AO/CHI

Chicago Policy No. 72306-40063829

Our Order No. ABD70216618\*1

Schedule B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

General Exceptions:

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 of that may 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. (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, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. TAXES AND ASSESSMENTS FOR THE YEAR 2008 AND SUBSEQUENT YEARS.
7. RESTRICTIONS, PERTAINING TO THE PRESERVATION OF MOUNTAIN VIEWS AS CONTAINED IN ORDINANCE #60, SERIES OF 1968, RECORDED MARCH 14, 1968 IN BOOK 9854 AT PAGE 231, AS AMENDED BY ORDINANCE #436, SERIES OF 1968 RECORDED JANUARY 6, 1969 IN BOOK 9975 AT PAGE 351 AND ORDINANCE #442, SERIES OF 1973 RECORDED JULY 30, 1973 IN BOOK 738 AT PAGE 127.
8. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONING ORDINANCE #472, SERIES OF 1980 RECORDED OCTOBER 08, 1980 IN BOOK 2245 AT PAGE 418, ZONING ORDINANCE #507, SERIES OF 1980 RECORDED OCTOBER 16, 1980 IN BOOK 2251 AT PAGE 134, ZONING ORDINANCE #392, SERIES OF 1981 RECORDED AUGUST 7, 1981 IN BOOK 2429 AT PAGE 22 AND RELATED RECORDINGS OF WAIVERS OF CERTAIN RIGHTS RECORDED NOVEMBER 8, 1982 IN BOOK 2687 AT PAGES 477, 479 AND 489.
9. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/ACSM LAND TITLE SURVEY DATED APRIL 10, 2008 AND LAST REVISED OCTOBER 6, 2008, PREPARED BY AMERICAN WEST LAND SURVEYING CO., JOB # 08-11799:

A. UTILITY POLES AND UTILITY LINES LOCATED ALONG THE WEST BOUNDARY OF SAID LAND, BUT NOT WITHIN A RECORDED EASEMENT.

Form AO/CHI

Chicago Policy No. 72306-40063829

Our Order No. ABD70216618\*1

Schedule B

B. THE ENCROACHMENT OF THE PUBLIC SIDEWALK ONTO THE EASTERN PORTION OF SAID LAND.

C. ANY BOUNDARY DISCREPENCY WHICH MAY EXIST DUE TO THE LOCATION OF THE FENCE LINE ALONG THE NORTH BOUNDARY OF SAID LAND AND THE EFFECT OF ANY RIGHT, TITLE OR INTEREST WHICH MAY BE CLAIMED DUE TO ANY SAID DISCREPENCY.

ITEM NOS. 1 THROUGH 3 AND 5 OF THE GENERAL EXCEPTIONS ARE HEREBY DELETED.

ITEM NO. 4 OF THE GENERAL EXCEPTIONS IS DELETED AS TO ANY LIENS RESULTING FROM WORK OR MATERIAL CONTRACTED FOR OR FURNISHED AT THE REQUEST OF MILE HIGH USA, INC., A DELAWARE CORPORATION.

CHICAGO TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE REQUEST OF 351 S. JACKSON, LLC, A COLORADO LIMITED LIABILITY COMPANY.

## EXCLUSIONS FROM COVERAGE

The following matters are expressly 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) restricting, regulating, prohibiting or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not known to the Company, not recorded in the Public Records at 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 Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Sections 10 and 11 of these Conditions.
  - (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
  - (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
  - (d) "Insured": The Insured named in Schedule A.
    - (i) The term "Insured" also includes
      - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
      - (C) successors to an Insured by its conversion to another kind of Entity;
      - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
        - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
        - (2) if the grantee wholly owns the named Insured,
        - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
        - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
    - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
  - (e) "Insured Claimant": An Insured claiming loss or damage.
  - (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
  - (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenue, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
  - (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
  - (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
  - (j) "Title": The estate or interest described in Schedule A.
- "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or 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 INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

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

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected 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 the policy shall be reduced to the extent of the prejudice.

### 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, 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, or other matter insured against by this policy that constitutes the basis of loss or damage and shall 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 Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall 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 shall have 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 stated causes of action. It shall not be 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 those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, 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 shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever 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 of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so 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. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in 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 the failure of the Insured to furnish the required cooperation, the Company's obligation to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters 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 Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. 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 this subsection, unless prohibited by law or governmental regulation, shall terminate 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 shall have 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 together with 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, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in the subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
  - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against 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; or
  - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with 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 of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

## 9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be 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.

## 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

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 shall 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 Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

## 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

## 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights 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 or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit 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. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

## 14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons, Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

## 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim or loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

## 16. SEVERABILITY

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

**17. CHOICE OF LAW; FORUM**

- (a) **Choice of Law;** The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.  
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its 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 within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

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: Chicago Title Insurance Company, Attn: Claims Department, P.O. Box 45023, Jacksonville, Florida 32232-5023.



Colorado Secretary of State  
 Date and Time: 08/22/2008 05:59 PM  
 ID Number: 20081448949

Document must be filed electronically.  
 Paper documents will not be accepted.

Document processing fee  
 Fees & forms/cover sheets  
 are subject to change.

\$50.00

Document number: 20081448949  
 Amount Paid: \$50.00

To access other information or print  
 copies of filed documents,  
 visit [www.sos.state.co.us](http://www.sos.state.co.us) and  
 select Business Center.

ABOVE SPACE FOR OFFICE USE ONLY

### Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

**351 S. Jackson, LLC**

*(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)*

*(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)*

2. The principal office address of the limited liability company's initial principal office is

Street address

**475 Seventeenth Street, Suite 1100**

*(Street number and name)*

**Denver**

*(City)*

**CO**

*(State)*

**80202**

*(ZIP/Postal Code)*

**United States**

*(Country)*

*(Province - if applicable)*

Mailing address

(leave blank if same as street address)

*(Street number and name or Post Office Box information)*

*(City)*

*(State)*

*(ZIP/Postal Code)*

*(Province - if applicable)*

*(Country)*

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

**Petrie**

*(Last)*

**Thomas**

*(First)*

**A.**

*(Middle)*

*(Suffix)*

**OR**

(if an entity)

*(Caution: Do not provide both an individual and an entity name.)*

Street address

**475 Seventeenth Street, Suite 1100**

*(Street number and name)*

**Denver**

*(City)*

**CO**

*(State)*

**80202**

*(ZIP Code)*

Mailing address  
(leave blank if same as street address) \_\_\_\_\_  
*(Street number and name or Post Office Box information)*

\_\_\_\_\_

\_\_\_\_\_ CO \_\_\_\_\_  
*(City) (State) (ZIP Code)*

*(The following statement is adopted by marking the box.)*

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name  
(if an individual) Clodfelter Nancy A.  
*(Last) (First) (Middle) (Suffix)*

**OR**

(if an entity)  
*(Caution: Do not provide both an individual and an entity name.)*

Mailing address 1200 17th Street, Suite 1500  
*(Street number and name or Post Office Box information)*

Denver CO 80202  
*(City) (State) (ZIP/Postal Code)*

United States  
*(Province – if applicable) (Country)*

*(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

*(Mark the applicable box.)*

one or more managers.

**OR**

the members.

6. *(The following statement is adopted by marking the box.)*

There is at least one member of the limited liability company.

7. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

This document contains additional information as provided by law.

8. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

*(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)*

The delayed effective date and, if applicable, time of this document is/are \_\_\_\_\_  
*(mm/dd/yyyy hour:minute am/pm)*

**Notice:**

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Clodfelter	Nancy		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
1200 17th Street, Suite 1500			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
Denver	CO	80202	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
	United States		
<small>(Province – if applicable)</small>	<small>(Country)</small>		

*(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

**LAND SURVEY PLAT AND TOPOGRAPHIC SURVEY**  
 NE1/4, NE1/4, SECTION 13, TOWNSHIP 4 SOUTH, RANGE 68 WEST, 6TH P.M.  
 CITY AND COUNTY OF DENVER, COLORADO  
 335-375 S. JACKSON STREET

**LEGAL DESCRIPTION**

LOTS 28 THROUGH 44, BLOCK 3, BURNSDALE ADDITION, TOGETHER WITH THE NORTH TWENTY FEET OF VACATED DAKOTA AVENUE, VACATED BY ORDINANCES NO. 253 AND NO. 467, SERIES OF 1962, AND TOGETHER WITH A STRIP OF LAND, 34.19 FEET IN WIDTH, LYING ADJACENT TO SAID LOTS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 44; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 44 EXTENDED A DISTANCE OF 34.19 FEET TO THE EAST LINE OF THE PUBLIC ALLEY; THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 443 FEET TO THE SOUTH LINE OF SAID LOT 28 EXTENDED WEST; THENCE EAST ALONG SAID EXTENDED SOUTH LINE A DISTANCE OF 34.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 28; THENCE NORTH ALONG THE WEST LINE OF SAID LOTS 28 THROUGH 44 A DISTANCE OF 445 FEET TO THE POINT OF BEGINNING.

**SURVEY NOTES**

- DIMENSIONS SHOWN HEREON WITHIN PARENTHESIS ARE OF RECORD. DIMENSIONS WITHOUT PARENTHESIS ARE AS MEASURED BY MERIDIAN SURVEYING INC. ON OR ABOUT THE DATE OF THIS SURVEY. THE CONFIGURATION OF THIS PROPERTY REFLECTS PRORATION OF THE LOTS AND BLOCKS, AS EVIDENCED BY THE RANGE POINTS AND RIGHT-OF-WAY MONUMENTS FOUND IN S. GARFIELD STREET AND S. HARRISON STREET. SOME OF THE SURVEY MONUMENTS IMMEDIATE TO THIS PROPERTY APPEAR TO HAVE BEEN SET WITHOUT REGARD FOR THAT PRORATION.
- LAND TITLE GUARANTEE CO. COMMITMENT NO. ABC626340, DATED JUNE 18, 1998 WAS ENTIRELY RELIED UPON FOR RECORD INFORMATION REGARDING OWNERSHIP, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THOUGH DIFFERENTLY DESCRIBED HEREON, THIS LAND SURVEY PLAT ENCOMPASSES ALL AND THE SAME LAND AS DESCRIBED IN SAID COMMITMENT.
- THIS SITE IS NOT SITUATED IN A 100 YEAR FLOOD HAZARD ZONE, AS DELINEATED ON F.E.M.A. FLOOD INSURANCE RATE MAP NO. 080046-00150, DATED SEPT. 28, 1990. THE SITE IS SITUATED IN ZONE X, WHICH MEANS AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAIN.
- ACCORDING TO CITY & COUNTY OF DENVER RECORDS, THIS PROPERTY IS ZONED B-4, WHICH IS DEFINED AS GENERAL BUSINESS DISTRICT. ORDINANCE 472 OF 1980, ORDINANCE 392 OF 1981 AND THE ORDINANCES RECORDED IN 1982 IN BOOK 2687 AT PAGES 477, 479 AND 489 CHANGED THE ZONING TO B-4. PROHIBIT CERTAIN USES AND LIMIT BUILDING HEIGHT TO 72 FEET AS A CONDITION OF SUCH ZONING. ORDINANCES NO. 80 AND NO. 436, SERIES OF 1988 LIMIT BUILDING HEIGHTS TO ELEVATION 6434 PLUS 1 FT. PER 100 FT. FROM CRANMER PARK, FOR MOUNTAIN VIEWS. GENERAL ELEVATION OF SITE IS 5335.
- UNDERGROUND UTILITIES ARE SHOWN HEREON ACCORDING TO MAPS OF PUBLIC RECORD AND VERIFIED IN THE FIELD WHERE POSSIBLE. PIPES SIZES ARE LABELED AS STATED ON SAID MAPS.
- ALL SPOT ELEVATIONS ON CURBS ARE AT FLOWLINE WHILE THE CONTOURS REFLECT THE HEIGHT OF CURBS. THE DIMENSIONS FROM THE PROPERTY LINE ARE ALSO TO FLOWLINE OF CURB.

**SURVEYOR'S CERTIFICATION**

I, LARRY W. HAGAN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFY TO

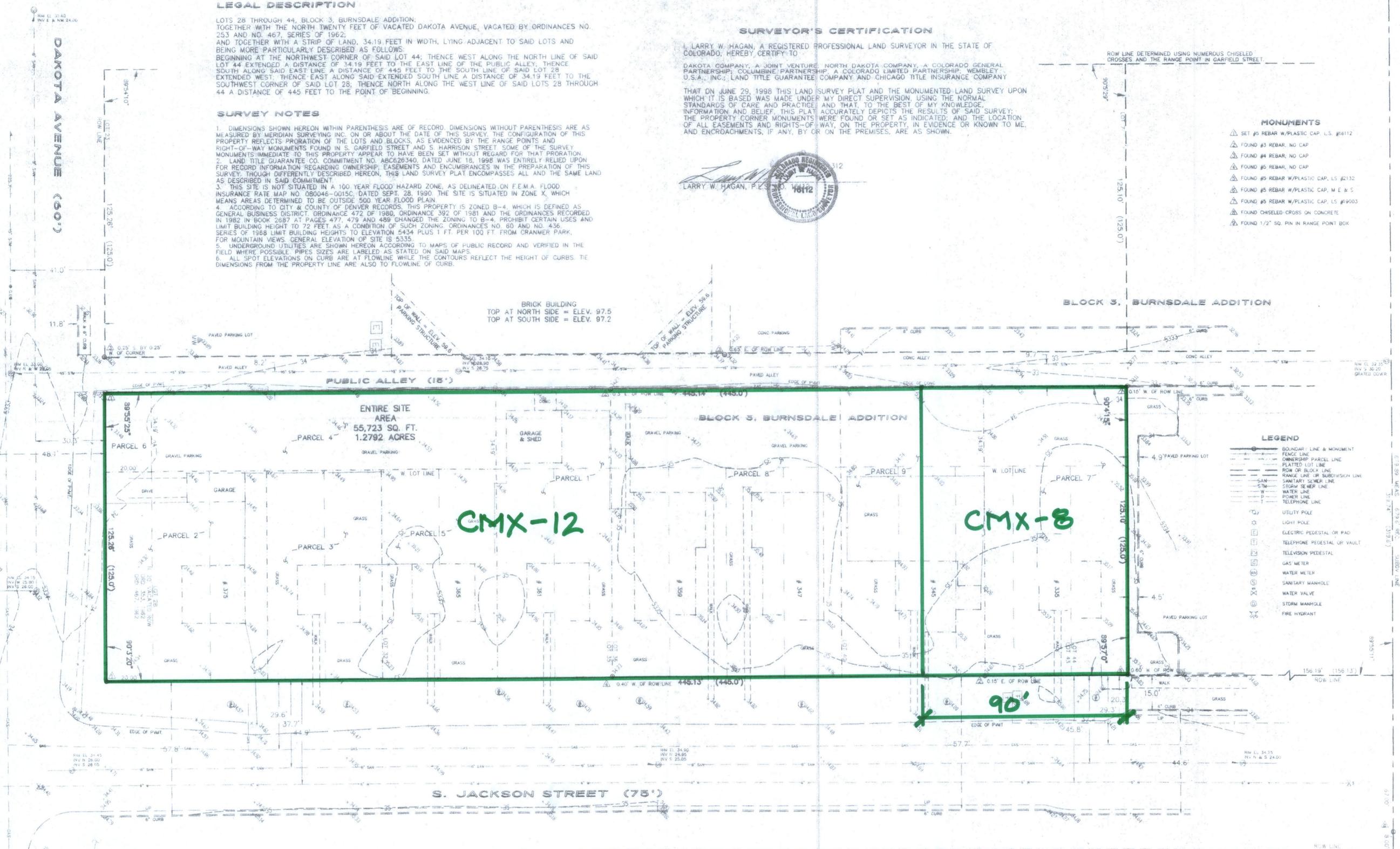
DAKOTA COMPANY, A JOINT VENTURE, NORTH DAKOTA COMPANY, A COLORADO GENERAL PARTNERSHIP, COLUMBINE PARTNERSHIP, A COLORADO LIMITED PARTNERSHIP, WEMBLEY U.S.A., INC., LAND TITLE GUARANTEE COMPANY AND CHICAGO TITLE INSURANCE COMPANY

THAT ON JUNE 29, 1998 THIS LAND SURVEY PLAT AND THE MONUMENTED LAND SURVEY UPON WHICH IT IS BASED WAS MADE UNDER MY DIRECT SUPERVISION USING THE NORMAL STANDARDS OF CARE AND PRACTICE AND THAT, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THIS PLAT ACCURATELY DEPICTS THE RESULTS OF SAID SURVEY; THE PROPERTY CORNER MONUMENTS WERE FOUND OR SET AS INDICATED; AND THE LOCATION OF ALL EASEMENTS AND RIGHTS-OF-WAY, ON THE PROPERTY, IN EVIDENCE OR KNOWN TO ME, AND ENCROACHMENTS, IF ANY, BY OR ON THE PREMISES, ARE AS SHOWN.



**MONUMENTS**

- △ SET #5 REBAR W/PLASTIC CAP, L.S. #16112
- △ FOUND #3 REBAR, NO CAP
- △ FOUND #4 REBAR, NO CAP
- △ FOUND #5 REBAR, NO CAP
- △ FOUND #5 REBAR W/PLASTIC CAP, L.S. #2132
- △ FOUND #5 REBAR W/PLASTIC CAP, M.E. & S.
- △ FOUND #5 REBAR W/PLASTIC CAP, L.S. #9003
- △ FOUND CHISELED CROSS ON CONCRETE
- △ FOUND 1/2" SQ. PIN IN RANGE POINT BOX



BRICK BUILDING  
 TOP AT NORTH SIDE = ELEV. 97.5  
 TOP AT SOUTH SIDE = ELEV. 97.2

PUBLIC ALLEY (18')

ENTIRE SITE AREA  
 55,723 SQ. FT.  
 1.2792 ACRES

CMX-12

CMX-8

90'

- LEGEND**
- BOUNDARY LINE & MONUMENT
  - FENCE LINE
  - OWNERSHIP PARCEL LINE
  - PLATTED LOT LINE
  - ROW OR BLOCK LINE
  - RANGE LINE OR SUBDIVISION LINE
  - SANITARY SEWER LINE
  - STORM SEWER LINE
  - WATER LINE
  - POWER LINE
  - TELEPHONE LINE
  - UTILITY POLE
  - LIGHT POLE
  - ELECTRIC PEDESTAL OR PAD
  - TELEPHONE PEDESTAL OR VAULT
  - TELEVISION PEDESTAL
  - GAS METER
  - WATER METER
  - SANITARY MANHOLE
  - WATER VALVE
  - STORM MANHOLE
  - FIRE HYDRANT

TEMPORARY BENCHMARK - FIRE HYDRANT  
 UPPER FLANGE BOLT NEAREST TO "R"  
 IN MUELLER  
 ELEVATION 5337.70  
 TRANSFERRED FROM "CCD 213A"



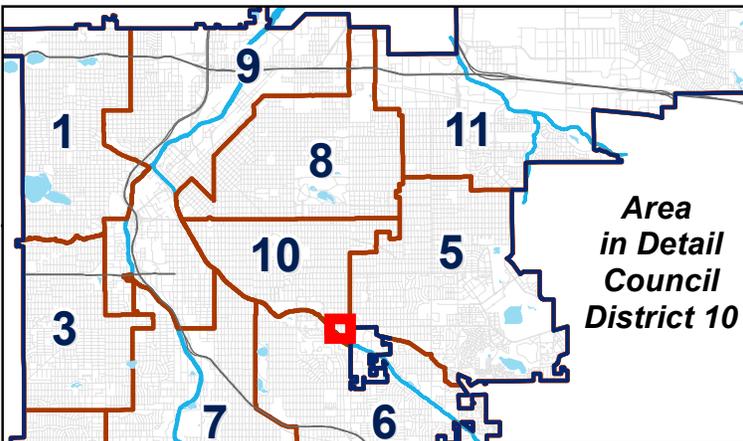
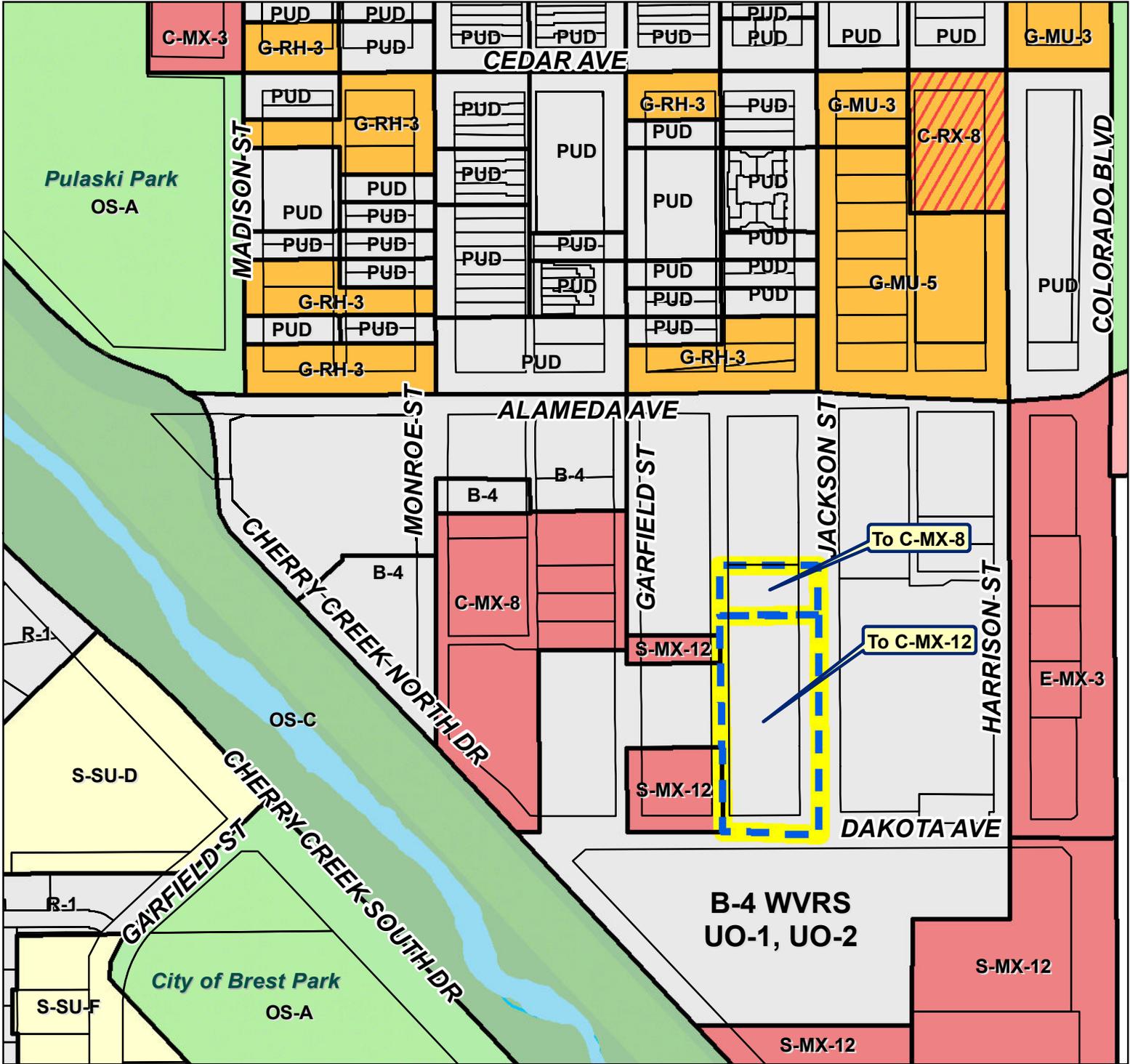
**NOTICE**  
 According to Colorado law, you MUST commence any legal action based on any defect in this survey within THREE years after you first discover such defect. In no event, may any action based on any defect in this survey be commenced more than TEN years from the date of the certification shown hereon.

**DEPOSIT CERTIFICATE**  
 Deposited this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ at \_\_\_\_\_ m. in Book \_\_\_\_\_ of the County Surveyor's land survey plats/right-of-way surveys at Page \_\_\_\_\_ Reception No. \_\_\_\_\_ City & County of Denver records

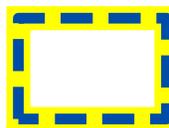


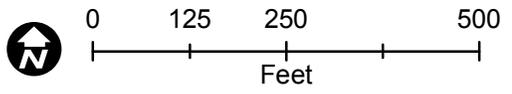
**Project No. 88-312**  
 8340 S. FEDERAL BOULEVARD  
 SUITE 190  
 DENVER, COLORADO 80218  
 PHONE: 936-8807  
 FAX: 936-8228

# Zone Map Amendment #2013i-00015



Application #2013i-00015  
 Location: 351 S. Jackson St.

 Proposed Rezoning  
 From: B-4 WVRs UO-1, UO-2  
 To: C-MX-8 and C-MX-12



Map Date: 11/21/2013