

**ADU Rezoning Application Page 1 of 4** 

# **Accessory Dwelling Unit Zone Map Amendment (Rezoning) - Application**

PROPERTY OWNER INFORMATION*			PROPERTY OWNER(S) REPRESENTATIVE**		
☐ CHECK IF POINT OF CONTACT FOR			☐ CHECK IF POINT C	OF CONTACT FOR APPLICATION	
Property Owner Name	Multiple Owners in University (see attached list)		Representative Name		
Address	attached list)		Address		
City, State, Zip	Denver , CO 80210		City, State, Zip		
Telephone			Telephone		
Email			Email		
by owners (or authorized r	mendment applications must be epresentatives) of at least 51% oct to the rezoning. See page 4.	e initiated of the total	**Property owner shall sentative to act on his/h	provide a written letter authorizing the repre- ner behalf.	
SUBJECT PROPERTY	/ INFORMATION				
Location (address):			1825 S Marion St, 1900 S Humboldt St, 1931 S Humboldt St, 1967 S Humboldt St, 1906 S Williams St, 2125 S Williams St		
Assessor's Parcel Numbers:		05233-25-022-000, 05262-05-001-000, 05262-06-022-000, 05262-06-017-000, 05262-02-002-000, 05262-19-021-000			
Area in Acres or Square Fe	et:	32,560 sf or	32,560 sf or .74 AC		
Current Zone District(s):		U-SU-C			
PROPOSAL					
Proposed Zone District:		U-SU-C1			
PRE-APPLICATION I	NFORMATION				
Did you receive and review the slide deck: "Constructing an Accessory Dwelling Unit"?			nave received and review nave not received these s		
,			yes, state date and meth no, describe why not (in		



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**REVIEW CRITERIA** - AFFIRM THE PROPOSED ADU REZONING COMPLIES WITH THE CRITERIA BELOW BY CHECKING THE BOX NEXT TO EACH CRITERION

☐ 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.

#### Denver Comprehensive Plan 2040

The proposed map amendment is consistent with the strategies in the adopted Denver Comprehensive Plan 2040, including:

General Review Criteria: The proposal must comply with all of the general review criteria.

(Check box to the right to affirm)

DZC Sec. 12.4.10.7

Goal 2, Strategy A. Equitable, Affordable and Inclusive – "Create a greater mix of housing options in every neighborhood for all individuals and families" (p. 28). The proposed zone district allows for an additional dwelling unit that is accessory to the primary single-unit dwelling use. Accessory dwelling units can provide housing for individuals or families with different incomes, ages, and needs compatible with the single-unit neighborhoods.

• Goal 8, Strategy A. Environmentally Resilient - "Promote infill development where infrastructure and services are already in place" (p. 54). The proposed map amendment will allow an additional housing unit on the site of an existing home where infrastructure and services such as water, stormwater, and streets already exist. This allows Denver to grow responsibly and promotes land conservation.

#### **Blueprint Denver**

The proposed map amendment is consistent with the applicable neighborhood context, places, street type, and strategies in *Blueprint Denver*, including:

Policy 4, Strategy E - Diversify housing choice through the expansion of accessory dwelling units throughout all
residential areas.

Neighborhood/ Small Area Plan (list all, if applicable): \_

General Review Criteria: The proposal must comply with all of the general review criteria.

(Check boxes to affirm)

DZC Sec. 12.4.10.7

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.

Public Health, Safety and General Welfare: The proposed official map amendment furthers the public health, safety, and general welfare of the City.

The proposed map amendment furthers the public health, safety, and general welfare of the city through implementation of the city's adopted plan, including Blueprint Denver which recommends "the expansion of accessory dwelling units throughout all residential areas" (*Blueprint Denver*, p. 84).



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#### **☒** Justifying Circumstances - One of the following circumstances exists:

Since the date of the approval of the existing Zone District, there has been a change to such a degree that the proposed rezoning is in the public interest. Such change may include:

- a. Changed or changing conditions in a particular area, or in the city generally; or,
- b. A City adopted plan; or
- c. That the City adopted the Denver Zoning Code and the property retained Former Chapter 59 zoning.

The proposed map amendment application identifies the adoption of *Blueprint Denver* as the Justifying Circumstance. As discussed above, *Blueprint Denver* specifically recommends the city diversify housing choice through the expansion of accessory dwelling units throughout all residential areas. The plan was adopted after the date of approval of the existing zone districts. Therefore, this is an appropriate justifying circumstance for the proposed rezoning.

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.

The proposed map amendment is consistent with the neighborhood context description, stated purpose and intent of the proposed U-SU-C1 Zone District.

Additional Review Cri-
teria for Non-Legislative
Rezonings: The proposal
must comply with both
of the additional review

(Check boxes to affirm.)

DZC Sec. 12.4.10.8

criteria.

#### REQUIRED ATTACHMENTS

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

- Legal Description of subject property(s). Submit as a separate Microsoft Word document. View guidelines at: https://www.denvergov.org/content/denvergov/en/transportation-infrastructure/programs-services/right-of-way-survey/guidelines-for-land-descriptions.html
   Proof of Ownership Document (e.g. Assessor's record, property deed, etc). Proof of ownership for each property owner signing the appli-
- cation, 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 include board resolutions authorizing the signer, bylaws, a Statement of Authority, or other legal documents as approved by the City Attorney's Office.

#### ADDITIONAL ATTACHMENTS (IF APPLICABLE)

Please check boxes identifying additional attachments provided with this application (note that more information may be required. Please confirm with your pre-application/case manager planner prior to submittal.):
<ul> <li>□ Written Narrative Explaining Project</li> <li>□ Site Plan/ Drawings (if available)</li> <li>□ Narrative describing any outreach to City Council office(s), Registered Neighborhood Organizations (RNOs) and surrounding neighbors.</li> <li>□ Written Authorization to Represent Property Owner(s) (if applicable)</li> <li>□ Individual Authorization to Sign on Behalf of a Corporate Entity (e.g. if the deed of the subject property lists an LLC/trust as owner, this is document is required.)</li> </ul>
Please list any other additional attachments:

Return completed form to rezoning@denvergov.org



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### 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 Address City, State, Zip Phone Email	Property Owner In- terest % of the Area of the Zone Lots to Be Rezoned	Please sign below as an indication of your consent to the above certification state- ment	Date	Indicate the type of owner- ship documen- tation provided: (A) Assessor's record, (B) war- ranty deed, (C) title policy or commitment, or (D) other as approved	Has the owner au- thorized a represen- tative in writing? (YES/NO)
123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov	100%	John Alan Smith Jasie O. Smith	01/01/12	(A)	YES
1967 S Humboldt St Denver, CO 80210	19.2%	Adulato	4/2/23	Α	No
1906 S Williams St Denver, CO 80210	14.4%	if	4/2/23	А	No
2125 S Williams St Denver, CO 80210	19.2%	BP SH	4/2/23 4/2/23	А	No
	City, State, Zip Phone Email  123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov  1967 S Humboldt St Denver, CO 80210  1906 S Williams St Denver, CO 80210	City, State, Zip Phone Email  123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov  1967 S Humboldt St Denver, CO 80210  1906 S Williams St Denver, CO 80210  2125 S Williams St Denver, CO 80210	City, State, Zip Phone Email  123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov  1967 S Humboldt St Denver, CO 80210  1906 S Williams St Denver, CO 80210  2125 S Williams St Denver, CO 80210  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  Please sign below as an indication of your consent to the above certification statement  Please sign below as an indication of your consent to the above certification statement  Please sign below as an indication of your consent to the above certification statement  Please sign below as an indication of your consent to the above certification statement  Please sign below as an indication of your consent to the above certification statement  Please Sign below as an indication of your consent to the above certification statement  Please Sign below as an indication of your consent to the above certification statement  Please Sign below as an indication of your consent to the above certification statement  Please Sign below as an indication of your consent to the above certification statement  Please Sign below as an indication of your consent to the above certification statement  Please Sign below as an indication of your consent to the above certification statement  Please Sign below as an indication of your consent to the above certification statement  Please Sign below as an indication of your consent to the above certification statement  Please Sign below as an indication of your consent to the above certification statement  Please Sign below as an indication of your consent to the above certification statement  Please Sign below as an indication of your consent to the above certification statement  Please Sign below as an indication of your consent to the above certification statement  Please Sign below as an indication of your consent statement  Please Sign below as an indication of your consent statement  Please Sign below as an indication of your consen	City, State, Zip Phone Email  123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov  1967 S Humboldt St Denver, CO 80210  1906 S Williams St Denver, CO 80210  19.2%  Please sign below as an indication of your consent to the above certification statement  Date  100%  Please sign below as an indication of your consent to the above certification statement  Date  100%  Pohn Alan Smith Pasic O. Smith  100/1/12  4/2/23	Property Address City, State, Zip Phone Email  123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov  1967 S Humboldt St Denver, CO 80210  1906 S Williams St Denver, CO 80210  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 state—ment  Date  124 Sessame Street Denver, CO 80202 (303) 555-5555  Sample@sample.gov  1906 S Williams St Denver, CO 80210  19.2%  Please sign below as an indication of your consent to the above certification state—ment  Please sign below as an indication of your consent to the above certification state—ment  Date  100%  Please sign below as an indication of your consent to the above certification state—ment  Please sign below as an indication of your consent to the above certification state—ment  Please sign below as an indication of your consent to the above certification state—ment  Please sign below as an indication of your consent to the above certification state—ment  Please sign below as an indication of your consent to the above certification state—ment  Please sign below as an indication of your consent to the above certification state—ment  Please sign below as an indication of your consent to the above certification state—ment  Please sign below as an indication of your consent to the above certification state—ment with provided (A) Assessor's record, (B) As



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### 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 In- terest % of the Area of the Zone Lots to Be Rezoned	Please sign below as an indication of your consent to the above certification state- ment	Date	Indicate the type of owner- ship documen- tation provided: (A) Assessor's record, (B) war- ranty deed, (C) title policy or commitment, or (D) other as approved	Has the owner au- thorized a represen- tative in writing? (YES/NO)
<b>EXAMPLE</b> John Alan Smith and Josie Q. Smith	123 Sesame Street  Denver, CO 80202  (303) 555-5555  sample@sample.gov	100%	John Alan Smith Josie O. Smith	01/01/12	(A)	YES
Michael Frederick	1825 S Marion St Denver, CO 80210	18.4%	my	4/2/23	A	No
Nathan Alan Brown Patricia E Brown	1900 S Humboldt St Denver, CO 80210	14.4%	Holde Sin	2 <del>4/2/23</del> 4/2/23	А	No
Noah Alric Larson Pangalangan	1931 S Humboldt St Denver, CO 80210	14.4%	David Jongalia	4/2/23	A	No

<b>Property Owner Name</b>	Address	City, State, Zip	Email
Michael Frederick	1825 S Marion St	Denver, CO 80210	micfre@gmail.com
Nathan Brown	1900 S Humboldt St	Denver, CO 80210	puffah@yahoo.com
Noah Pangalangan	1931 S Humboldt St	Denver, CO 80210	noahpangalangan@gmail.com
Adam Glick	1967 S Humboldt St	Denver, CO 80210	ACGlick@gmail.com
George Morgan	1906 S Williams St	Denver, CO 80210	info@morganhomesco.com
Pamela Marquez	2125 S Williams ST	Denver, CO 80210	psmarquez@gmail.com

# 1825 S MARION ST

Owner FREDERICK,MICHAEL

1825 S MARION ST DENVER, CO 80210-3220

**Schedule Number** 05233-25-022-000

Legal Description L 43 & 44 BLK 60 STEBBINS HTS

Property Type SFR Grade C

Tax District DENVER

#### **Print Summary**

13: 1 STORY	Building Sqr. Foot:	833
2	Baths Full/Half:	2/0
1929	Basement/Finish:	494/300
5,990	Zoned As:	U-SU-C
	1929	2 Baths Full/Half:  1929 Basement/Finish:

Note: Valuation zoning may be different from City's new zoning code.

Current Year			
Actual Assessed Exempt			
Land	\$417,800	\$29,040	\$0
Improvements	\$196,600	\$13,660	
Total	\$614,400	\$42,700	

Prior Year			
Actual Assessed Exempt			
Land	\$417,800	\$29,870	\$0
Improvements	\$196,600	\$14,060	
Total	\$614,400	\$43,930	

#### Real Estates Property Taxes for current tax year

System Upgrade Underway:
Due to a system upgrade, payment information is taking longer to update and may not reflect the current status of your account.

Mill Levy \* 79..525 \*
Please click on additional information below to check for any delinquencies on this property/schedule number and for tax sale information.

	Installment 1 (Feb 28 Feb 29 in Leap Years)	Installment 2 (Jun 15)	Full Payment (Due Apr 30)
Date Paid	2/13/2023		
Original Tax Levy	\$1,697.87	\$1,697.87	\$3,395.74
Liens/Fees	\$0.00	\$0.00	\$0.00
Interest	\$0.00	\$0.00	\$0.00
Paid	\$1,697.87	\$0.00	\$1,697.87
Due	\$0.00	\$1,697.87	\$1,697.87

#### **Additional Information**

Note: If "Y" is shown below, there is a special situation pertaining to this parcel. For additional information about this, click on the name to take you to an explanation.

Additional Assessment •	N Prior Year Delinquency •	N
Additional Owner(s)	N	
Adjustments •	N Sewer/Storm Drainage Liens •	N
Local Improvement Assessment •	N Tax Lien Sale <b>1</b>	N
Maintenance District •	N Treasurer's Deed	N
Pending Local Improvement 6	N	

Real estate property taxes paid for prior tax year: \$3,277.98

#### Assessed Value for the current tax year

Assessed Land	\$29,040.00	Assessed Improvements	\$13,660.00
Exemption	\$0.00	Total Assessed Value	\$42,700.00

# 1900 S HUMBOLDT ST

**Owner** BROWN,NATHAN ALAN

BROWN,PATRICIA E 1900 S HUMBOLDT ST DENVER, CO 80210-3336

**Schedule Number** 05262-05-001-000

Legal Description L 1 & N1/2 OF L 2 BLK 4 EVANSTON

Property Type SFR Grade C

Tax District DENVER

#### **Print Summary**

ityle:	13: 1 STORY	Building Sqr. Foot:	471
Bedrooms:	1	Baths Full/Half:	1/0
Effective Year Built:	1926	Basement/Finish:	471/210
Lot Size:	4,690	Zoned As:	U-SU-C

Current Year			
Actual Assessed Exempt			
Land	\$320,400	\$22,270	\$0
Improvements	\$71,100	\$4,940	
Total	\$391,500	\$27,210	

Prior Year			
Actual Assessed Exempt			
Land	\$320,400	\$22,910	\$0
Improvements	\$71,100	\$5,080	
Total	\$391,500	\$27,990	

#### Real Estates Property Taxes for current tax year

System Upgrade Underway:
Due to a system upgrade, payment information is taking longer to update and may not reflect the current status of your account.

Mill Levy \* 79..525 \*
Please click on additional information below to check for any delinquencies on this property/schedule number and for tax sale information.

	Installment 1 (Feb 28 Feb 29 in Leap Years)	Installment 2 (Jun 15)	Full Payment (Due Apr 30)
Date Paid	2/13/2023		
Original Tax Levy	\$1,081.95	\$1,081.95	\$2,163.90
Liens/Fees	\$0.00	\$0.00	\$0.00
Interest	\$0.00	\$0.00	\$0.00
Paid	\$1,081.95	\$0.00	\$1,081.95
Due	\$0.00	\$1,081.95	\$1,081.95

#### **Additional Information**

Note: If "Y" is shown below, there is a special situation pertaining to this parcel. For additional information about this, click on the name to take you to an explanation.

Additional Assessment •	N Prior Year Delinquency •	N
Additional Owner(s)	N	
Adjustments •	N Sewer/Storm Drainage Liens •	N
Local Improvement Assessment •	N Tax Lien Sale 🚯	N
Maintenance District •	N Treasurer's Deed 🚯	N
Pending Local Improvement •	N	

Real estate property taxes paid for prior tax year: \$2,088.56

#### Assessed Value for the current tax year

Assessed Land	\$22,270.00	Assessed Improvements	\$4,940.00
Exemption	\$0.00	Total Assessed Value	\$27,210.00

# 1931 S HUMBOLDT ST

Owner PANGALANGAN, NOAH ALRIC LARSON

1931 S HUMBOLDT ST DENVER, CO 80210-3335

**Schedule Number** 05262-06-022-000

Legal Description L 41 & N 1/2 OF 40 BLK 3 EVANSTON

Property Type SFR Grade C

Tax District DENVER

#### **Print Summary**

Property Description			
Style:	13: 1 STORY	Building Sqr. Foot:	792
Bedrooms:	2	Baths Full/Half:	2/0
Effective Year Built:	1925	Basement/Finish:	792/492
Lot Size:	4,690	Zoned As:	U-SU-C

Note: Valuation zoning may be different from City's new zoning code.

Current Year			
Actual Assessed Exempt			
Land	\$320,400	\$22,270	\$0
Improvements	\$212,800	\$14,790	
Total	\$533,200	\$37,060	

Prior Year			
Actual Assessed Exempt			
Land	\$320,400	\$22,910	\$0
Improvements	\$212,800	\$15,220	
Total	\$533,200	\$38,130	

#### Real Estates Property Taxes for current tax year

System Upgrade Underway:
Due to a system upgrade, payment information is taking longer to update and may not reflect the current status of your account.

Mill Levy \* 79..525 \*
Please click on additional information below to check for any delinquencies on this property/schedule number and for tax sale information.

	Installment 1 (Feb 28 Feb 29 in Leap Years)	Installment 2 (Jun 15)	Full Payment (Due Apr 30)
Date Paid	2/13/2023		
Original Tax Levy	\$1,473.60	\$1,473.60	\$2,947.20
Liens/Fees	\$0.00	\$0.00	\$0.00
Interest	\$0.00	\$0.00	\$0.00
Paid	\$1,473.60	\$0.00	\$1,473.60
Due	\$0.00	\$1,473.60	\$1,473.60

#### **Additional Information**

Note: If "Y" is shown below, there is a special situation pertaining to this parcel. For additional information about this, click on the name to take you to an explanation.

Additional Assessment •	N Prior Year Delinquency •	N
Additional Owner(s)	N	
Adjustments •	N Sewer/Storm Drainage Liens •	N
Local Improvement Assessment •	N Tax Lien Sale 🚯	N
Maintenance District •	N Treasurer's Deed 🚯	N
Pending Local Improvement 6	N	

Real estate property taxes paid for prior tax year: \$2,845.18

#### Assessed Value for the current tax year

Assessed Land	\$22,270.00	Assessed Improvements	\$14,790.00
Exemption	\$0.00	Total Assessed Value	\$37,060.00

# 1967 S HUMBOLDT ST

Owner GLICK,ADAM

1967 S HUMBOLDT ST DENVER, CO 80210-3335

**Schedule Number** 05262-06-017-000

Legal Description L 31 & 32 BLK 3 EVANSTON

Property Type SFR Grade C

Tax District DENVER

#### **Print Summary**

Property Description			
Style:	13: 1 STORY	Building Sqr. Foot:	576
Bedrooms:	1	Baths Full/Half:	1/0
Effective Year Built:	1926	Basement/Finish:	576/461
Lot Size:	6,250	Zoned As:	U-SU-C

Note: Valuation zoning may be different from City's new zoning code.

Current Year			
Actual Assessed Exempt			
Land	\$437,300	\$30,390	\$0
Improvements	\$22,300	\$1,550	
Total	\$459,600	\$31,940	

Prior Year			
Actual Assessed Exempt			
Land	\$437,300	\$31,270	\$0
Improvements	\$22,300	\$1,590	
Total	\$459,600	\$32,860	

#### Real Estates Property Taxes for current tax year

System Upgrade Underway:
Due to a system upgrade, payment information is taking longer to update and may not reflect the current status of your account.

Mill Levy \* 79..525 \*
Please click on additional information below to check for any delinquencies on this property/schedule number and for tax sale information.

	Installment 1 (Feb 28 Feb 29 in Leap Years)	Installment 2 (Jun 15)	Full Payment (Due Apr 30)
Date Paid	3/20/2023	3/20/2023	3/20/2023
Original Tax Levy	\$1,270.02	\$1,270.02	\$2,540.04
Liens/Fees	\$0.00	\$0.00	\$0.00
Interest	\$0.00	\$0.00	\$0.00
Paid	\$1,270.02	\$1,270.02	\$2,540.04
Due	\$0.00	\$0.00	\$0.00

#### **Additional Information**

Note: If "Y" is shown below, there is a special situation pertaining to this parcel. For additional information about this, click on the name to take you to an explanation.

Additional Assessment •	N Prior Year Delinquency •	N
Additional Owner(s)	N	
Adjustments •	N Sewer/Storm Drainage Liens •	N
Local Improvement Assessment •	N Tax Lien Sale <b>1</b>	N
Maintenance District •	N Treasurer's Deed	N
Pending Local Improvement 6	N	

Real estate property taxes paid for prior tax year: \$2,451.96

#### Assessed Value for the current tax year

Assessed Land	\$30,390.00	Assessed Improvements	\$1,550.00
Exemption	\$0.00	Total Assessed Value	\$31,940.00

# 1906 S WILLIAMS ST

Owner CROSS CREEK 3 LLC

57 S OAK HILL ST AURORA, CO 80018-1734

Note: Valuation zoning may be different from City's new zoning code.

**Schedule Number** 05262-02-002-000

**Legal Description** EVANSTON B7 L3 & S/2 OF L2

Property Type SFR Grade C

Tax District DENVER

#### **Print Summary**

Property Description			
Style:	13: 1 STORY	Building Sqr. Foot:	1431
Bedrooms:	3	Baths Full/Half:	1/1
Effective Year Built:	1923	Basement/Finish:	852/0
Lot Size:	4,690	Zoned As:	U-SU-C

Current Year			
Actual Assessed Exempt			
Land	\$320,400	\$22,270	\$0
Improvements	\$193,600	\$13,460	
Total	\$514,000	\$35,730	

Prior Year			
Actual Assessed Exempt			
Land	\$320,400	\$22,910	\$0
Improvements	\$193,600	\$13,840	
Total	\$514,000	\$36,750	

#### Real Estates Property Taxes for current tax year

System Upgrade Underway:
Due to a system upgrade, payment information is taking longer to update and may not reflect the current status of your account.

Mill Levy \* 79..525 \*
Please click on additional information below to check for any delinquencies on this property/schedule number and for tax sale information.

	Installment 1 (Feb 28 Feb 29 in Leap Years)	Installment 2 (Jun 15)	Full Payment (Due Apr 30)
Date Paid			
Original Tax Levy	\$1,420.72	\$1,420.72	\$2,841.44
Liens/Fees	\$0.00	\$0.00	\$0.00
Interest	\$14.21	\$0.00	\$0.00
Paid	\$0.00	\$0.00	\$0.00
Due	\$1,434.93	\$1,420.72	\$2,841.44

#### **Additional Information**

Note: If "Y" is shown below, there is a special situation pertaining to this parcel. For additional information about this, click on the name to take you to an explanation.

Additional Assessment •	N Prior Year Delinquency •	N
Additional Owner(s)	N	
Adjustments •	N Sewer/Storm Drainage Liens •	N
Local Improvement Assessment •	N Tax Lien Sale 🚯	N
Maintenance District •	N Treasurer's Deed 🚯	N
Pending Local Improvement	N	

Real estate property taxes paid for prior tax year: \$2,742.24

#### Assessed Value for the current tax year

Assessed Land	\$22,270.00	Assessed Improvements	\$13,460.00
Exemption	\$0.00	Total Assessed Value	\$35,730.00

# 2125 S WILLIAMS ST

Owner MARQUEZ,PAMELA SUE

GOFF,HAMILTON P 2125 S WILLIAMS ST DENVER, CO 80210-4628

**Schedule Number** 05262-19-021-000

Legal Description L 39 & 40 BLK 22 EVANSTON

Property Type SFR Grade C

Tax District DENVER

#### **Print Summary**

tyle:	13: 1 STORY	Building Sqr. Foot:	586
Bedrooms:	2	Baths Full/Half:	1/0
Effective Year Built:	1923	Basement/Finish:	139/0
Lot Size:	6,250	Zoned As:	U-SU-C

Current Year			
Actual Assessed Exempt			
Land	\$406,000	\$28,220	\$0
Improvements	\$1,000	\$70	
Total	\$407,000	\$28,290	

Prior Year			
Actual Assessed Exempt			
Land	\$406,000	\$29,030	\$0
Improvements	\$1,000	\$70	
Total	\$407,000	\$29,100	

#### Real Estates Property Taxes for current tax year

System Upgrade Underway:
Due to a system upgrade, payment information is taking longer to update and may not reflect the current status of your account.

Mill Levy \* 79..525 \*
Please click on additional information below to check for any delinquencies on this property/schedule number and for tax sale information.

	Installment 1 (Feb 28 Feb 29 in Leap Years)	Installment 2 (Jun 15)	Full Payment (Due Apr 30)
Date Paid	2/13/2023		
Original Tax Levy	\$1,124.88	\$1,124.88	\$2,249.76
Liens/Fees	\$0.00	\$0.00	\$0.00
Interest	\$0.00	\$0.00	\$0.00
Paid	\$1,124.88	\$0.00	\$1,124.88
Due	\$0.00	\$1,124.88	\$1,124.88

#### **Additional Information**

Note: If "Y" is shown below, there is a special situation pertaining to this parcel. For additional information about this, click on the name to take you to an explanation.

Additional Assessment •	N Prior Year Delinquency •	N
Additional Owner(s)	N	
Adjustments •	N Sewer/Storm Drainage Liens •	N
Local Improvement Assessment •	N Tax Lien Sale <b>1</b>	N
Maintenance District •	N Treasurer's Deed	N
Pending Local Improvement 6	N	

Real estate property taxes paid for prior tax year: \$2,171.38

#### Assessed Value for the current tax year

Assessed Land	\$28,220.00	Assessed Improvements	\$70.00
Exemption	\$0.00	Total Assessed Value	\$28,290.00

Legal	Descri	ntions
LCBui	DCJCII	puons

1825 S Marion St

Lots 43 and 44, Block 60 Stebbins Heights, City and County Denver, State of Colorado

1900 S Humboldt St

Lot 1 and North Half of Lot 2, Block 4, Evanston, City and County of Denver, State of Colorado

1931 S Humboldt St

Lot 41 and North Half of 40, Block 3, Evanston, City and County of Denver, State of Colorado

1967 S Humboldt St

Lots 31 and 32, Block 3, Evanston, City and County of Denver, State of Colorado

1906 S Williams St

Lot 3 and South Half of Lot 2, Evanston, City and County of Denver, State of Colorado

2125 S Williams

Lots 39 and 40, Block 22, Evanston, City and County of Denver, State of Colorado





#### **Rezoning Request**

Adam Glick <acglick@gmail.com>

Wed, Mar 22, 2023 at 9:20 PM

To: paul.kashmann@denvergov.org, brent.fahrberger@denvergov.org, elise.bupp@denvergov.org
Cc: Nathan <puffah@yahoo.com>, George Morgan <info@morganhomesco.com>, Noah Pangalangan <noahpangalangan@gmail.com>, Pamela Marquez <psmarquez@gmail.com>, Michael Frederick <micfre@gmail.com>

Dear Councilman Kashmann and District 6 Council Aides,

I hope this email finds you well. My name is Adam Glick, and I am reaching out to you on behalf of a group of your constituents (CC'ed on this email) who are applying on a single application to rezone our respective University properties from U-SU-C to U-SU-C1. As you know, this will allow each owner the ability to construct an ADU on their property should they choose to do so in the future. We see there are several properties with this designation already in the University Neighborhood, and we hope our application will add to that number six months from now.

Each applicant is beginning the process of reaching out to their adjacent neighbors to inform them of our decision to pursue this rezoning. We will also be in touch with our Residential Neighborhood Organizations (including INC, Strong Denver, and University Neighbors) informing each of our decision to pursue this rezoning together and requesting their support, if appropriate.

We know that Blueprint Denver calls for ADUs throughout much of the city. In addition, we are aware of the ADUs in Denver Project that is likely coming before City Council in the coming months. Several of our applicants have lot sizes that are currently too small for detached ADUs, but the approval of that project (at least, the current draft) would eliminate the current minimum lot size requirement, giving them the ability to build one if our application is approved. We respectfully request your support for the ADUs in Denver Project, along with your support for our rezoning request in the late summer/early fall.

We have all attended a pre-application meeting with Denver Community Planning & Development staff, and they confirmed that we are able to include all of our properties on one application. If you have any questions, please don't hesitate to contact me or the other applicants listed below. (As I mentioned, all are CC'ed on this email, so replying all may be an efficient way to do that.)

Thank you for your time and your service to our district.

Sincerely,

Address	Owner/Applicant	Email	Phone	Lot
				Size
1967 S	Adam Glick	acglick@gmail.com	3039002095	6250
Humboldt				
1900 S	Nathan Brown	puffah@yahoo.com	3038751628	4690
Humboldt				
1931 S	Noah Pangalangan	noahpangalangan@gmail.com	9377013562	4690
Humboldt				
1906 S	George Morgan	info@morganhomesco.com	7738072523	4690
Williams				
1825 S	Michael Frederick	micfre@gmail.com	7202522001	5990
Marion				
2125 S	Pamela Marquez	psmarquez@gmail.com	3037779602	6250
Williams		-		





#### **Notification of Rezoning Application**

Adam Glick <acglick@gmail.com>

Fri, Mar 31, 2023 at 2:54 PM

Adam Glick <acglick@gmail.com>

To: president@denverinc.org, execcomm@denverinc.org

Cc: Nathan <puffah@yahoo.com>, Noah Pangalangan <noahpangalangan@gmail.com>, George Morgan <info@morganhomesco.com>, Pamela Marquez <psmarquez@gmail.com>, Michael Frederick <micfre@gmail.com>

Dear Inter Neighborhood Cooperation,

I hope this email finds you well. My name is Adam Glick, and I am reaching out to you on behalf of a group of University residents/property owners (CC'ed on this email) who are applying on a single application to rezone our respective University properties from U-SU-C to U-SU-C1. This will allow each owner the ability to construct an ADU on their property should they choose to do so in the future. We see there are several properties with this designation already in the University Neighborhood, and we hope our application will add to that number six months from now.

Each applicant is in the process of reaching out to their adjacent neighbors to inform them of our decision to pursue this rezoning. We have met with Councilman Kashmann to notify him of our intent to submit this application soon. We have also all attended a pre-application meeting with Denver Community Planning & Development staff, and they confirmed that we are able to include all of our properties on one application. If you have any questions, please don't hesitate to contact me or the other applicants listed below. (As I mentioned, all are CC'ed on this email, so replying all may be an efficient way to do that.)

Thank you for your time and let us know if you need any further information about our application.

Sincerely,

Address	Owner/Applicant	Email	Phone	Lot Size
1967 S Humboldt	Adam Glick	acglick@gmail.com	3039002095	6250
1900 S Humboldt	Nathan Brown	puffah@yahoo.com	3038751628	4690
1931 S Humboldt	Noah Pangalangan	noahpangalangan@gmail.com	9377013562	4690
1906 S Williams	George Morgan	info@morganhomesco.com	7738072523	4690
1825 S Marion	Michael Frederick	micfre@gmail.com	7202522001	5990
2125 S Williams	Pamela Marquez	psmarquez@gmail.com	3037779602	6250



Adam Glick <acglick@gmail.com>

#### **Notification of Rezoning Application**

Adam Glick <acglick@gmail.com>

Fri, Mar 31, 2023 at 2:51 PM

To: DenverVoters@gmail.com

Cc: Nathan <puffah@yahoo.com>, Noah Pangalangan <noahpangalangan@gmail.com>, George Morgan <info@morganhomesco.com>, Pamela Marquez <psmarquez@gmail.com>, Michael Frederick <micfre@gmail.com>

#### Dear Strong Denver,

I hope this email finds you well. My name is Adam Glick, and I am reaching out to you on behalf of a group of University residents/property owners (CC'ed on this email) who are applying on a single application to rezone our respective University properties from U-SU-C to U-SU-C1. This will allow each owner the ability to construct an ADU on their property should they choose to do so in the future. We see there are several properties with this designation already in the University Neighborhood, and we hope our application will add to that number six months from now.

Each applicant is in the process of reaching out to their adjacent neighbors to inform them of our decision to pursue this rezoning. We have met with Councilman Kashmann to notify him of our intent to submit this application soon. We have also all attended a pre-application meeting with Denver Community Planning & Development staff, and they confirmed that we are able to include all of our properties on one application. If you have any questions, please don't hesitate to contact me or the other applicants listed below. (As I mentioned, all are CC'ed on this email, so replying all may be an efficient way to do that.)

Thank you for your time and let us know if you need any further information about our application.

Sincerely,

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Williams				
1825 S	Michael Frederick	micfre@gmail.com	7202522001	5990
Marion				
2125 S	Pamela Marquez	psmarquez@gmail.com	3037779602	6250
Williams		-		



Adam Glick <acglick@gmail.com>

#### **Notification of Rezoning Application**

Adam Glick <acglick@gmail.com>

Fri, Mar 31, 2023 at 2:48 PM

To: mpkennedy1@aol.com, sean\_uyeda@msn.com

Cc: Nathan <puffah@yahoo.com>, Noah Pangalangan <noahpangalangan@gmail.com>, George Morgan <info@morganhomesco.com>, Michael Frederick <micfre@gmail.com>, Pamela Marquez <psmarquez@gmail.com>

Dear University Neighbors,

I hope this email finds you well. My name is Adam Glick, and I am reaching out to you on behalf of a group of University residents/property owners (CC'ed on this email) who are applying on a single application to rezone our respective University properties from U-SU-C to U-SU-C1. This will allow each owner the ability to construct an ADU on their property should they choose to do so in the future. We see there are several properties with this designation already in the University Neighborhood, and we hope our application will add to that number six months from now.

Each applicant is in the process of reaching out to their adjacent neighbors to inform them of our decision to pursue this rezoning. We have met with Councilman Kashmann to notify him of our intent to submit this application soon. We have also all attended a pre-application meeting with Denver Community Planning & Development staff, and they confirmed that we are able to include all of our properties on one application. If you have any questions, please don't hesitate to contact me or the other applicants listed below. (As I mentioned, all are CC'ed on this email, so replying all may be an efficient way to do that.)

Thank you for your time and let us know if you need any further information about our application.

Sincerely,

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Humboldt				
1906 S	George Morgan	info@morganhomesco.com	7738072523	4690
Williams				
1825 S	Michael Frederick	micfre@gmail.com	7202522001	5990
Marion				
2125 S	Pamela Marquez	psmarquez@gmail.com	3037779602	6250
Williams		-		

### **Neighbor Outreach Summary**

Each of the six property owners on this rezoning application has reached out to the abutting property owners on their respective property's north, south, east, and west sides. Outreach occurred through a variety of means depending on the individual, including mail, email, and verbal communication from late March 2023 to late April 2023. Each property owner has confirmed that this informal outreach was performed, and neighbors will not be caught off guard when they received rezoning notification from CPD.

Colorado Secretary of State

ID#: 20211565275 Document #: 20211565275

Filed on: 06/21/2021 09:33:50 PM

Paid: \$50.00

### **Articles of Organization for a Limited Liability Company**

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the limited liability company is Morgan Homes Co LLC

The principal office street address is  $\,4000\,\mathrm{Navajo}\,\mathrm{St}$ 

Devner CO 80211

US

The principal office mailing address is 4000 Navajo St

Devner CO 80211

US

The name of the registered agent is George Morgan

The registered agent's street address is 4000 Navajo St

Devner CO 80211

US

The registered agent's mailing address is 4000 Navajo St

Devner CO 80211

US

The person above has agreed to be appointed as the registered agent for this limited liability company.

The management of the limited liability company is vested in Members

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

#### Person(s) forming the limited liability company

George Morgan 4000 Navajo St Devner CO 80211 US

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., and, if

applicable, 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.

#### Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

George Morgan 4000 Navajo St Denver CO 80211 US

#### **Closing Connection Title**

#### **CLOSING INSTRUCTIONS**

THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

Commitment NO.: 2023196

Date: February 28, 2023

CLOSING DATE: February 28, 2023

1. Cross Creek 3 LLC A Colorado Limited Liability Company: (SELLER) and ; Morgan Homes Co LLC, a Colorado limited liability company (PURCHASER)(BORROWER) hereby engage Closing Connection Title (CLOSING AGENT), who agrees to provide closing and settlement services in connection with the closing of the following described real estate in the City and County of DENVER, State of Colorado, to wit:

Lot 3, and the South 1/2 of Lot 2, Block 7, Evanston, City and County of Denver, State of Colorado.

also known as 1906 South Williams, Denver, Colorado 80210.

2. The parties state that:

A. The Sellers and Buyers have entered into a certain contract to purchase real property, identified as the "The Property"

B. This notice sets out many of the terms, conditions, and notices to the Borrowers regarding the closing.

3. Closing Agent is authorized to obtain information and agrees to prepare, obtain, deliver and record all documents, excluding preparation of legal documents, necessary to carry out the terms and conditions of the Contract to Buy and Sell Real Estate dated 2/15/2023, with ALL amendments and counter proposals.

4. Documents will be prepared by Closing Agent at the expense of the party or parties as set forth in said Contract.

5. Closing Agent will receive a fee for providing these closing and settlement services to be the expense of the party or parties as set forth in said Contract.

6. Closing Agent is authorized to receive funds and to disburse funds when all funds received are either; available for immediate withdrawal as a matter of right from the financial institution in which the funds have been deposited or are available for immediate withdrawal as a consequence of an agreement of financial institution in which the funds are to be deposited or a financial institution upon which the funds are to be drawn ("Good Funds"). Regulation 3-5-1 together with CRS 38-35-125 collectively prohibit any title entity that provides closing and settlement services from disbursing funds in connection with closing and settlement services until the funds to be disbursed have been received and are available for immediate withdrawal. Available for immediate withdrawal includes funds transferred by wire transfer or certified check. Failure to comply could, including a third party check, delay disbursement up to 5 business days depending on when funds become available.

7. Closing Agent is not authorized to release any documents or things of value prior to receipt and disbursement of Good Funds,

except as provided in Paragraphs 12 and 13.

8. Closing Agent shall disburse all funds in closing except those funds as may be separately disclosed in writing to Purchaser, Seller, Agent or Purchaser's Lender on or before closing.

9. Seller will receive the net proceeds of closing by either Closing Agent's Trust Account Check, Cashier's Check at Seller's expense, or funds electronically transferred (wire transfer) to an account specified by the Seller, at Seller's expense.

10. Purchaser and Seller will furnish any additional information and documents required by Closing Agent which will be necessary to complete this transaction, and Purchaser and Seller further agree to sign and complete all and customary required documents at closing to fulfill the Contract.

11. Closing Agent will prepare and deliver an accurate, complete and detailed Closing Statement to Purchaser and Seller at time of closing Connection Title has acted in good faith in compiling the data and information as set forth on the applicable Settlement Statement(s). The undersigned agree that any additional funds due and payable after closing will be immediately paid by the responsible party(s).

12. If requested by Closing Agent, earnest money deposit will be delivered to Closing Agent in sufficient time before closing to disburse Good Funds.

The Closing Agent assumes no responsibility for transfer of personal property that may be part of the contract.

14. It is expressly agreed and understood between the undersigned parties that Closing Connection Title, is acting as Closing Agent in the above referenced transaction and shall in no way be liable as to the accuracy or completeness of any Payoff Statement and/or Assumption Statement that has been provided to said company for the purposes of closing this transaction. The Sellers and Buyers acknowledge that the loan payoffs and other disbursements outlined in the Settlement Statement are based upon payoff information supplied to Closing Agent by creditors. These figures are based upon the best information currently available. In the event that these figures are incorrect, sellers understand and agree that any such discrepancy shall be corrected between them and their creditors directly. In the event that a payoff or disbursement exceeds the amount due and owing, Sellers agree to communicate directly with the creditor to affect reimbursement. In the event that a payoff or other disbursement is less than the amount due and owing. Sellers acknowledge and assume all liability and responsibility for such shortage. In the event of such shortage, Sellers authorize Closing Agent to deduct such shortage from any net proceeds due to Sellers pursuant to the Settlement Statement. If sellers have already received their net proceeds, then sellers agree to present payment for such shortage immediately upon notification.

15. Sellers and Buyers agree, jointly and severally, to defend, hold harmless, and indemnify the Closing Agent, from any and all demands, claims, losses, costs, damages, expenses, and liabilities (including without limitation all costs, expenses, and attorney fees) which the Closing Agent may incur by action as Closing AGENT pursuant to this agreement or otherwise, excepting such claims as

may arise from willful conduct or gross negligence.

16. Unless an Owner's Policy is issued, the Closing Agent is not responsible for the failure of creditors/lienholders to properly release their mortgages of record. Closing Agent, upon request, may provide assistance, i.e., verification of payment, on a fee basis.

17. The undersigned further agree that in the event any of the documents required in this closing misstate or inaccurately reflect the true and correct terms and provisions thereof and said misstatement or inaccuracy is due to unilateral mistake on the part of Closing Connection Title, mutual mistake on the part of the undersigned and Closing Connection Title or clerical error, then in such event the undersigned shall upon request by Closing Connection Title and in order to correct such misstatement or inaccuracy, execute such new documents or initial such corrected original documents as Closing Connection Title deem necessary to remedy said inaccuracy or mistake.

18. If closing does not occur, Closing Agent, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party and Closing Agent will be relieved from any further duty, responsibility or liability in connection with these instructions. In addition, any Promissory note, Deed of Trust, or other evidence of indebtedness signed by

Purchaser, shall be voided by Closing Agent, with the original(s) returned to Purchaser and copy to Purchaser's Lender.

19. If any conflicting demands are made on the Closing Agent, at its sole discretion Closing Agent may hold any monies documents, and things of value received from any party except Purchaser's Lender. Closing Agent shall retain such items until (1) receipt of mutual written instruction from Purchaser and Seller; or (2) until a civil action between Purchaser and Seller shall have been finally concluded in a Court of competent jurisdiction; or (3) in the alternative, Closing Agent may, at its sole discretion, commence a civil action to interplead, or interplead in any existing civil action, any documents, monies or other things of value received by Closing Agent. Such deposit with the Court shall relieve Closing Agent of all further liability and responsibility and Closing Agent shall be entitled to all court costs and reasonable attorneys' fees.

20. These Closing Instructions may only be amended or terminated by written instructions signed by Purchaser, Seller and Closing Agent. Parties acknowledge that they have carefully reviewed the Settlement Statements and to the best of their knowledge and belief it is a true and accurate statement of all receipts and disbursements made of my account or by me in the transaction. Parties certify

that they have received a copy of the Settlement Statements.

21. Notice. The parties severally acknowledge that they have read and fully understand each of the provisions of this notice.

22. SPECIAL INSTRUCTIONS: \*\*\*

#### ACCEPTED AND APPROVED

Morgan Homes Co JJC, a Colorado limited lipbility ocoppany

Member

Creek 3 LLC A Colorado bility Company

Joseph Saint-Velerin Marriger

itle

Closing onnection 18. If closing does not occur, Closing Agent, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party and Closing Agent will be relieved from any further duty, responsibility or liability in connection with these instructions. In addition, any Promissory note, Deed of Trust, or other evidence of indebtedness signed by Purchaser, shall be voided by Closing Agent, with the original(s) returned to Purchaser and copy to Purchaser's Lender.

19. If any conflicting demands are made on the Closing Agent, at its sole discretion Closing Agent may hold any monies documents, and things of value received from any party except Purchaser's Lender. Closing Agent shall retain such items until (1) receipt of mutual written instruction from Purchaser and Seller, or (2) until a civil action between Purchaser and Seller shall have been finally concluded in a Court of competent jurisdiction; or (3) in the alternative, Closing Agent may, at its sole discretion, commence a civil action to interplead, or interplead in any existing civil action, any documents, monies or other things of value received by Closing Agent. Such deposit with the Court shall relieve Closing Agent of all further liability and responsibility and Closing Agent shall be entitled to all court costs and reasonable attorneys' fees.

20. These Closing Instructions may only be amended or terminated by written instructions signed by Purchaser, Seller and Closing Agent. Parties acknowledge that they have carefully reviewed the Settlement Statements and to the best of their knowledge and belief it is a true and accurate statement of all receipts and disbursements made of my account or by me in the transaction. Parties certify

that they have received a copy of the Settlement Statements.

21. Notice. The parties severally acknowledge that they have read and fully understand each of the provisions of this notice.

22. SPECIAL INSTRUCTIONS: \*\*\*

#### **ACCEPTED AND APPROVED**

Morgan Homes Co LLC, a Colorado

George Marga by Member

Cross Creek 3 LLC A Colorado Limited Liability Company

Joseph Saint-Veltri as Manager

Closing Connecto

Closing Connection

When Recorded Return To: Closing Connection Title, LLC 6888 S. Clinton St. #201, Greenwood Village, CO 80112

#### STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity named Cross Creek 3 LLC A Colorado Limited Liability Company and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172 C.R.S. 2. The type of entity is a Limited Liability Company. 3. The mailing address for the entity is 100 Stule St # 412 Denver (0 80206 4. The entity is formed under the laws of Colorado. 5. The name or position (check one or both) of the person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is: Joseph Saint-Veltri as Manager. 6. The authority of the foregoing person (s) to bind the entity is  $\square$  not limited OR  $\square$  limited as follows: N/A. 7. Other matters concerning the manner is which the entity deals with interests in real property: N/A 8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S. 9. This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of the entity. do Limited Liability-Company Name: Joseph Saint-Veltri Title: Manager STATE OF Colorado COUNTY OF The foregoing instrument was acknowledged before me this by Joseph Saint-Veltri as Manager of Cross Creek 3 LLC A Colorado Limited Liability Company. WITNESS MY HAND AND OFFICIAL SEAL. My commission expires: 7/10/2-3 **Notary Public** ADAM BLATNICK Notary Public State of Colorado Notary ID # 20024030946 [Notary Seal]

File # 2023196

My Commission Expires 07-10-2023

#### SPECIAL WARRANTY DEED

STATE DOC FEE: \$72.00

THIS DEED, made this 28th day of February, 2023, between

Cross Creek 3 LLC A Colorado Limited Liability Company

of the City and County of DENVER, State of Colorado, grantor, and

Morgan Homes Co LLC, a Colorado limited liability company,

whose legal address is 1906 South Williams, Denver, Colorado 80210

County of DENVER, State of Colorado, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of \$720,000.00, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the City and County of DENVER and State of Colorado described as follows:

Lot 3, and the South 1/2 of Lot 2, Block 7, Evanston, City and County of Denver, State of Colorado.

as known by street and number as: 1906 South Williams, Denver, Colorado 80210

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof: and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity of, in and to

the above bargained premises, with the hereditaments and appurtenances:

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the grantee(s) and his heirs and assigns forever. The grantor(s), for themselves, and their heirs and personal representatives or successors, do covenant and agree that they shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantor(s), heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

IN WITNESS WHEREOF, the grantor(s) have executed this deed on the date set forth above.

Cross Cree Joseph Saint-Veltri as Authorized Signer, MOTAG STATE OF Colorado

The foregoing instrument was acknowledged before me this February 28, 2023, by Joseph Saint-Veltri, Authorized Signer of Cross Creek 3 LLC A Colorado Limited Liability Company.

Witness my hand and official seal.

My commission expires: 7/10/23

Notary Public

**INOTARY SEALI** 

ADAM BLATNICK Notary Public State of Colorado Notary IQ # 20024030946 My Commission Expires 07-10-2023

File # 2023196

When Recorded Return To: Closing Connection Title, LLC 6888 S. Clinton St. #201, Greenwood Village, CO 80112

File # 2023196

#### STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity named Morgan Homes Co LLC A Colorado Limited Liability Company and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172 C.R.S. 2. The type of entity is a Limited Liability Company. 3. The mailing address for the entity is 4000 NAVAGO ST DENVEZ CO SUZI 4. The entity is formed under the laws of Colorado. 5. The Maame or Mosition (check one or both) of the person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is: George Morgan as Member 6. The authority of the foregoing person (s) to bind the entity is **K** not limited OR **I** limited as follows: N/A. 7. Other matters concerning the manner is which the entity deals with interests in real property: N/A 8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S. 9. This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of the entity. Colorado Limited Liability Company Name: George Morg Title: Member STATE OF Colorado COUNTY OF The foregoing instrument was acknowledged before me this by George Morgan as Member of Morgan Homes Co LLC A Colorado Limited Liability Company. WITNESS MY HAND AND OFFICIAL SEAL. My commission expires Notary Public **GENAE M. HORTON** [Notary Seal] **NOTARY PUBLIC** STATE OF COLORADO

NOTARY ID 20034038416

MY COMMISSION EXPIRES JULY 20, 2025

File No.: 2023196

#### BILL OF SALE

KNOW BY ALL MEN THESE PRESENTS, That Cross Creek 3 LLC A Colorado Limited Liability Company of the City and County of DENVER, State of Colorado, (Seller), for and in consideration of TEN AND 00/100 (\$10.00) Dollars, in hand paid, at or before the ensealing or delivery of these presents by Morgan Homes Co LLC, a Colorado limited liability company of 1906 South Williams, Denver, Colorado 80210, (Buyer), the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto the said Buyer, his personal representatives, successors and assigns, the following property, goods and chattels, to wit:

Inclusions. The Purchase Price includes the following items (Inclusions): N/A

Other Fixtures: N/A

If any fixtures are attached to the Property after the date of this Contract, such additional fixtures are also included in the Purchase Price.

Personal Property. If on the Property whether attached or not on the date of the Contract: Storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, and all keys. If checked, the following are included:

☐ water Sontene	rs — — — — — — — — — — — — — — — — — — —
Smoke/Fire De	etectors
Carbon Mono	cide Alarms
☐ Security Syste	ms
Satellite System	ms (Including satellite dishes)
Other Personal Pro	operty: N/A
Exclusions. The f	ollowing items are excluded (Exclusions): N/A

#### LEGAL DESCRIPTION

Lot 3, and the South 1/2 of Lot 2, Block 7, Evanston, City and County of Denver, State of Colorado.

located at: 1906 South Williams, Denver, Colorado 80210

TO HAVE AND TO HOLD the same unto the said Buyer, his personal representative, successors and assigns, forever. The said Seller covenants and agrees to and with the Buyer, his personal representatives, successors and assigns, to WARRANT AND DEFEND the sale of said property, goods and chattels, against all and every person or persons whomever. When used herein shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Seller has executed this Bill of Sale this.

Cross Creek & LLC A Colorado Limit	d Liability
Company	./
11/1	-1/
By:	
Joseph Saint-Veltri as Manager	
State of Colorado	)
- · · · · ·	) ss.
County of Denver	,, )

The foregoing instrument was acknowledged before me this February 28, 2023 by Joseph Saint-Veltri, Manager of Cross Creek 3 LLC A Colorado Limited Liability Company.

Witness my hand and official seal.

My commission expires: 7/10/23

Notary Public

ADAM BLATNICK
Notary Public
State of Colorado
Notary ID # 20024030946
My Commission Expires 07-10-2023

### LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

#### Morgan Homes Co

This Single-Member LLC Operating Agreement ("Agreement") represents Morgan Homes Co that was formed in the State of Colorado on June 21 2021 ("Company").

**George Morgan** of 4000 Navajo St, Denver, Colorado, 80211 is recognized as the sole member and owner of the Company ("Member(s)").

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

#### 1. Name and Principal Place of Business.

The name of the Company is Morgan Homes Co with a principal place of business at 4000 Navajo St, Denver, Colorado, 80211. The mailing address shall be the same address as the principal place of business.

#### 2. Registered Agent.

The name of the Registered Agent is George Morgan with a registered office located at the same address as the principal place of business of the Company for the service of process as of November 10 2022 ("Registered Agent"). The Registered Agent may change at any time by the Company filing an amendment with the Secretary of State, or respective office, in the State of Colorado.

#### 3. Formation.

The Company was formed on June 21 2021, when the Member(s) filed the Articles of Organization with the office of the Secretary of State pursuant to the statutes governing limited liability companies in the State of Colorado (the "Statutes").

#### 4. Purpose.

The purpose of the Company is to engage in and conduct any and all lawful businesses, activities or functions, and to carry on any other lawful activities in connection with or incidental to the foregoing, as the Member(s) in their discretion shall determine.

#### 5. Term.

The term of the Company shall continue in perpetuity commencing on the filing of the Articles of Organization of the Company while continuing until terminated under the provisions set forth herein.

### 6. Member(s) Capital Contributions.

The Member shall make a capital contribution to the Company as follows: \$440,000 in cash The Capital Contribution made by the Member shall be paid back to the Member before any profits are distributed by the Company.

Hereinafter known as the "Contributor(s)".

The Contributor(s) shall have no right to withdraw or reduce their contributions to the capital of the Company until the Company has been terminated unless otherwise set forth herein. The Contributor(s) shall have no right to demand and receive any distribution from the Company in any form other than cash, and Member(s) shall not be entitled to interest on their capital contributions to the Company.

The liability of the Contributor(s) for the losses, debts, liabilities, and obligations of the Company shall be limited to the amount of the capital contribution plus any distributions paid to such Contributor(s) individually, such as the Contributor's share of any undistributed assets of the Company; and (only to

the extent as might be required by applicable law) any amounts previously distributed to such Contributor(s) by the Company.

#### 7. Distributions.

The Member may make such capital contributions (each a "Capital Contribution") in such amounts and at such times as the Member shall determine. The Member shall not be obligated to make any Capital Contributions. The Member may take distributions of the capital from time to time in accordance with the limitations imposed by the Statutes.

A "Capital Account" for the Member shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

### 8. Books, Records, and Tax Returns.

The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Statutes, and such books and records shall be kept at the Company's Registered Office and shall in all respects be independent of the books, records, and transactions of the Member.

The Company's fiscal year shall be the calendar year with an ending month of December.

The Member intends that the Company, as a single-member LLC, shall be taxed as a(n) Sole Proprietorship in accordance with the provisions of the Internal Revenue Code.

#### 9. Bank Accounts.

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member(s). Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Member(s) from time to time may designate.

### 10. Management of the Company.

The business and affairs of the Company shall be conducted and managed by the Member(s) in accordance with this Agreement and the laws of the State of Colorado.

George Morgan, as the sole member of the Company, has sole authority and power to act for or on behalf of the Company, to do any act that would be binding on the Company, or incur any expenditures on behalf of the Company. The Member shall not be liable for the debts, obligations or liabilities of the Company, including under a judgment, decree, or order of a court. The Company is organized as a "member-managed" limited liability company. The Member is designated as the initial managing member.

### 11. Ownership of Company Property.

The Company's assets shall be deemed owned by the Company as an entity, and the Member shall have no ownership interest in such assets or any portion thereof. Title to any or all such Company assets may be held in the name of the Company, one or more nominees or in "street name", as the Member may determine.

Except as limited by the Statutes, the Member may engage in other business ventures of any nature, including, without limitation by specification, the ownership of another business similar to that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived therefrom.

### 12. Dissolution and Liquidation.

The Company shall dissolve and its affairs shall be wound up on the first to occur of (i) At a time, or upon the occurrence of an event specified in the Articles of Organization or this Agreement. (ii) The determination by the Member that the Company shall be dissolved.

Upon the death of the Member, the Company shall be dissolved. By separate written documentation, the Member shall designate and appoint the individual who will wind down the Company's business and transfer or distribute the Member's Interests and Capital Account as designated by the Member or as may otherwise be required by law.

Upon the disability of a Member, the Member may continue to act as Manager hereunder or appoint a person to so serve until the Member's Interests and Capital Account of the Member have been transferred or distributed.

#### 13. Indemnification.

The Member (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Member) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member by this Agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and un-appealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member of, or the omission by the Member to perform, any act which the Member reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member.

The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Member harmless from and against any and all liabilities, damages, losses, costs, and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth herein.

Upon application, the Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member to repay such advances to the Company, without interest, if the Member is Judicially Determined not to be entitled to indemnification as set forth herein.

All rights of the Member to indemnification under this Agreement shall (i) be cumulative of, and in addition to, any right to which the Member may be entitled to by contract or as a matter of law or equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Member.

The termination of any Claim or threatened Claim against the Member by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

#### 14. Miscellaneous.

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Colorado. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates, and other types of entities.

This Agreement, and any amendments hereto, may be executed in counterparts, all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors, and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

IN WITNESS WHEREOF, the Member(s) have executed this Agreement on November 10 2022.

Signature: Quay Maryan Date: 11/10/22

Print Name: George Morgan