



Zone Map Amendment (Rezoning) - Application

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	
<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR FEE PAYMENT***		<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR FEE PAYMENT***	
Property Owner Name		Representative Name	
Address		Address	
City, State, Zip		City, State, Zip	
Telephone		Telephone	
Email		Email	
*All standard zone map amendment applications must be initiated by owners (or authorized representatives) of at least 51% of the total area of the zone lots subject to the rezoning. See page 4.		**Property owner shall provide a written letter authorizing the representative to act on his/her behalf. ***If contact for fee payment is other than above, please provide contact name and contact information on an attachment.	
SUBJECT PROPERTY INFORMATION			
Location (address):			
Assessor's Parcel Numbers:			
Area in Acres or Square Feet:			
Current Zone District(s):			
PROPOSAL			
Proposed Zone District:			
PRE-APPLICATION INFORMATION			
In addition to the required pre-application meeting with Planning Services, did you have a concept or a pre-application meeting with Development Services?		<input type="checkbox"/> Yes - State the contact name & meeting date _____ <input type="checkbox"/> No - Describe why not (in outreach attachment, see bottom of p. 3)	
Did you contact the City Council District Office regarding this application ?		<input type="checkbox"/> Yes - if yes, state date and method _____ <input type="checkbox"/> No - if no, describe why not (in outreach attachment, see bottom of p. 3)	

REZONING REVIEW CRITERIA (ACKNOWLEDGE EACH SECTION)	
<p>General Review Criteria DZC Sec. 12.4.10.7.A</p> <p>Check box to affirm and include sections in the review criteria narrative attachment</p>	<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> <p>Please provide a review criteria narrative attachment describing how the requested zone district is consistent with the policies and recommendations found in each of the adopted plans below. Each plan should have its' own subsection.</p> <p>1. Denver Comprehensive Plan 2040</p> <p>In this section of the attachment, describe how the proposed map amendment is consistent with <i>Denver Comprehensive Plan 2040's</i> a) equity goals, b) climate goals, and c) any other applicable goals/strategies.</p> <p>2. Blueprint Denver</p> <p>In this section of the attachment, describe how the proposed map amendment is consistent with: a) the neighborhood context, b) the future place type, c) the growth strategy, d) adjacent street types, e) plan policies and strategies, and f) equity concepts contained in <i>Blueprint Denver</i>.</p> <p>3. Neighborhood/ Small Area Plan and Other Plans (List all from pre-application meeting, if applicable):</p> <hr/>
<p>General Review Criteria: DZC Sec. 12.4.10.7. B & C</p> <p>Check boxes to the right to affirm and include a section in the review criteria for Public Health, Safety and General Welfare narrative attachment.</p>	<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.</p> <p><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> <p>In the review criteria narrative attachment, please provide an additional section describing how the requested rezoning furthers the public health, safety and general welfare of the City.</p>
<p>Review Criteria for Non-Legislative Rezoning: DZC Sec. 12.4.10.8</p> <p>For Justifying Circumstances, check box and include a section in the review criteria narrative attachment.</p> <p>For Neighborhood Context, Purpose and Intent, check box and include a section in the review criteria narrative attachment.</p>	<p>Justifying Circumstances - One of the following circumstances exists:</p> <p><input type="checkbox"/> The existing zoning of the land was the result of an error;</p> <p><input type="checkbox"/> The existing zoning of the land was based on a mistake of fact;</p> <p><input type="checkbox"/> The existing zoning of the land failed to take into account the constraints of development created by the natural characteristics of the land, including, but not limited to , steep slopes, floodplain, unstable soils, and inadequate drainage;</p> <p><input type="checkbox"/> Since the date of the approval of the existing Zone District, there has been a change to such a degree that the proposed rezoning is in the public interest. Such change may include:</p> <p style="padding-left: 20px;">a. Changed or changing conditions in a particular area, or in the city generally; or,</p> <p style="padding-left: 20px;">b. A City adopted plan; or</p> <p style="padding-left: 20px;">c. That the City adopted the Denver Zoning Code and the property retained Former Chapter 59 zoning.</p> <p><input type="checkbox"/> It is in the public interest to encourage a departure from the existing zoning through application of supplemental zoning regulations that are consistent with the intent and purpose of, and meet the specific criteria stated in, Article 9, Division 9.4 (overlay Zone Districts) of this Code.</p> <p>In the review criteria narrative attachment, please provide an additional section describing the selected justifying circumstance. If the changing conditions circumstance is selected, describe changes since the site was last zoned. Contact your pre-application case manager if you have questions.</p> <p><input type="checkbox"/> 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> <p>In the review criteria narrative attachment, please provide a separate section describing how the rezoning aligns with a) the proposed district neighborhood context description, b) the general purpose statement, and c) the specific intent statement found in the Denver Zoning Code.</p>

REQUIRED ATTACHMENTS

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

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



ADDITIONAL ATTACHMENTS (IF APPLICABLE)

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

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

PROPERTY OWNER OR PROPERTY OWNER(S) REPRESENTATIVE CERTIFICATION

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

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

4634 N YORK ST

Owner	SOLID GROUND RENTALS LLC 36450 COUNTY ROAD 17 ELIZABETH, CO 80107-8203
Schedule Number	02242-12-037-000
Legal Description	MOUATS ADD TO SWANSEA BLK3 L16 & N 14.994FT OF L17
Property Type	VACANT LAND
Tax District	DENVER

Print Summary

Property Description			
Style:	OTHER	Building Sqr. Foot:	0
Bedrooms:		Baths Full/Half:	0/0
Effective Year Built:	0000	Basement/Finish:	0/0
Lot Size:	4,800	Zoned As:	E-TU-B

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

Current Year			
	Actual	Assessed	Exempt
Land		\$164,300	\$45,840 \$0
Improvements		\$0	\$0
Total		\$164,300	\$45,840

Prior Year			
	Actual	Assessed	Exempt
Land		\$164,300	\$45,840 \$0
Improvements		\$0	\$0
Total		\$164,300	\$45,840

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 * **77.486** *

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	3/18/2024	3/18/2024	3/18/2024
Original Tax Levy	\$1,775.98	\$1,775.98	\$3,551.96
Liens/Fees	\$0.00	\$0.00	\$0.00
Interest	\$0.00	\$0.00	\$0.00
Paid	\$1,775.98	\$1,775.98	\$3,551.96
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 ⓘ	N
Maintenance District ⓘ	N	Treasurer's Deed ⓘ	N
Pending Local Improvement ⓘ	N		

Real estate property taxes paid for prior tax year: **\$3,320.96**

Assessed Value for the current tax year

Assessed Land	\$45,840.00	Assessed Improvements	\$0.00
Exemption	\$0.00	Total Assessed Value	\$45,840.00

4638 N YORK ST

Owner	SOLID GROUND RENTALS LLC 36450 COUNTY ROAD 17 ELIZABETH, CO 80107-8203
Schedule Number	02242-12-036-000
Legal Description	MOUATS ADD TO SWANSEA BLK3 L15
Property Type	VACANT LAND
Tax District	DENVER

Print Summary

Property Description			
Style:	OTHER	Building Sqr. Foot:	0
Bedrooms:		Baths Full/Half:	0/0
Effective Year Built:	0000	Basement/Finish:	0/0
Lot Size:	3,000	Zoned As:	E-TU-B

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

Current Year				
	Actual	Assessed	Exempt	
Land		\$96,900	\$27,040	\$0
Improvements		\$0	\$0	
Total		\$96,900	\$27,040	

Prior Year				
	Actual	Assessed	Exempt	
Land		\$96,900	\$27,040	\$0
Improvements		\$0	\$0	
Total		\$96,900	\$27,040	

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 * **77.486** *

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	3/18/2024	3/18/2024	3/18/2024
Original Tax Levy	\$1,047.61	\$1,047.61	\$2,095.22
Liens/Fees	\$0.00	\$0.00	\$0.00
Interest	\$0.00	\$0.00	\$0.00
Paid	\$1,047.61	\$1,047.61	\$2,095.22
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 ⓘ	N
Maintenance District ⓘ	N	Treasurer's Deed ⓘ	N
Pending Local Improvement ⓘ	N		

Real estate property taxes paid for prior tax year: **\$2,075.62**

Assessed Value for the current tax year

Assessed Land	\$27,040.00	Assessed Improvements	\$0.00
Exemption	\$0.00	Total Assessed Value	\$27,040.00



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I – Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing

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

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- system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I – Requirements;
 - f. Schedule B, Part II – Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
 4. **COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
 5. **LIMITATIONS OF LIABILITY**
 - a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I – Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
 6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
 - a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

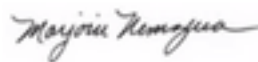
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- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
 8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
 9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
 10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
 11. **ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

FIDELITY NATIONAL TITLE INSURANCE COMPANY
P.O. Box 45023, Jacksonville, FL 32232-5023



By: _____
President



By: _____
Secretary

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Exact Title, LLC
Issuing Office: 2115 West 44th Avenue
Denver, CO 80211
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 2024-1798-TN
Issuing Office File Number: 2024-1798-TN
Property Address: 4638 York Street, Denver, CO 80216 and 4634 York Street, Denver, CO 80216
Revision Number:

SCHEDULE A

- 1. Commitment Date: July 8, 2024 8:00 AM
- 2. Policy to be issued:
 - (a) 2021 ALTA Owner's Policy
 - Proposed Insured: **TBD**
 - Proposed Amount of Insurance: **\$**
 - Policy Premium: **\$0.00**
 - The estate or interest to be insured: **Property 1: fee simple**
Property 2: fee simple
- 3. The estate or interest in the Land at the Commitment Date is:
 - Property 1: fee simple
 - Property 2: fee simple
- 4. The Title is, at the Commitment Date, vested in:
 - Property 1: Solid Ground Rentals LLC, a Colorado limited liability company
 - Property 2: Solid Ground Rentals, LLC, a Colorado limited liability company
- 5. The land is described as follows:
 - The land is described as set forth in Exhibit A attached hereto and made a part hereof.

EXACT TITLE, LLC
2115 West 44th Avenue, Denver, CO 80211
Telephone: (720) 948-6079

FIDELITY NATIONAL TITLE INSURANCE COMPANY
P.O. Box 45023, Jacksonville, FL 32232-5023

Countersigned by:



Tami Navas, License #72444
Exact Title, LLC, License #689166



By: _____
President



By: _____
Secretary

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SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Duly authorized and executed Deed from , to TBD, to be executed and recorded at closing.
6. Affecting Property 1:
7. Affecting Property 2:
8. Duly authorized and executed Deed from , to TBD, to be executed and recorded at closing.
9. Notice of Non-Payment of Storm Drainage Service Charges, Certification to the Manager of Revenue Thereof, and Lien Therefor from Stephanie A. Foote, Manager of Public Works of the City and County of Denver against Charles Lawson Kruger in the amount of \$82.77 entered on August 3, 2000 by Denver County and [recorded](#) on August 10, 2000 as Instrument #2000114821 in the official records of Denver County Recording Office, to be paid with proceeds of loan and released.
10. Notice of Lien Administrative Citation from City and County of Denver, Community Planning and Development against Charles Lawson Kruger in the amount of \$999.00 entered on February 17, 2013 by Denver County and [recorded](#) on March 11, 2013 as Instrument #2013034320 in the official records of Denver County Recording Office, to be paid with proceeds of loan and released.
11. Notice of Lien Administrative Citation from City and County of Denver Community Planning and Development against Charles Lawson Kruger in the amount of \$150.00 entered on July 21, 2016 by Denver County and [recorded](#) on July 29, 2016 as Instrument #2016100104 in the official records of Denver County Recording Office, to be paid with proceeds of loan and released.

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SCHEDULE B, PART II – Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Affecting Property 1:
3. Subject to the Plat Map, [recorded](#) on June 19, 1890 in Book 10, Page 20B in the official records of the Denver County Recording Office.
4. Affecting Property 2:
5. Subject to the Plat Map, [recorded](#) -8-49---4634-York-St.pdf) on February 18, 1891 in Book 8, Page 49 in the official records of the Denver County Recording Office.

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

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EXHIBIT "A"

The Land referred to herein below is situated in the County of Denver, State of Colorado and is described as follows:

Property 1

Lot 15, Block 3, Mouats add to Swansea, City and County of Denver, State of Colorado.

Property 2

Lot 16 and the North 15 feet of Lot 17, Block 3, Mouat's Addition to Swansea City and County of Denver, State of Colorado.

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Community Planning and Development
 City and County of Denver
rezoning@denvergov.org

RE: Rezoning Request for 4634 and 4638 York Street

Rezoning,

Thank you for your consideration of our rezoning application. We are proposing to rezone the property from the existing E-TU-B zoning to U-RH-2.5 zoning. The rezoning will allow the change from single family zoning to allow for 5 to 6 rowhomes on this site. The information below is our written review criteria narrative for this proposal.

Denver Comprehensive Plan 2040. The proposed rezoning is consistent with the goals & strategies below.

Equity Goals

- Equitable, Affordable and Inclusive Goal 2, Strategy A. Create a greater mix of housing options in every neighborhood for all individuals and families. (p.28)
- Equitable, Affordable and Inclusive Goal 2, Strategy D. Increase the development of senior-friendly and family friendly housing, including units with multiple bedrooms in multi-family developments. (p.28). Our project would provide all units with a minimum of two bedrooms and possibly three bedrooms which would be ideal for families.

Climate Goals

- Environmentally Resilient Goal 8, Strategy A- Promote infill development where infrastructure and services are already in place (p.54).
- Environmentally Resilient Goal 8, Strategy B- Encourage mixed-use communities where residents can live, work and play in their own neighborhoods (p. 54).

Other applicable Goals / Strategies

- Strong and Authentic Neighborhoods Goal 1, Strategy D –Encourage quality infill development that is consistent with the surrounding neighborhoods and offers opportunities for increased amenities (p. 34).
- Strong and Authentic Neighborhoods Goal 1, Strategy A – Build a network of well connected, vibrant, mixed-use centers and corridors (p. 34).

Blueprint Denver. The proposed rezoning is consistent with the goals and strategies below. Although not specifically a growth area, the plan does indicate that some growth (more limited) is appropriate.

- a) **The Neighborhood Context** – Future Neighborhood Context Map indicates this is an Urban Context which is consistent with the proposed rezoning request.
- b) **The Future Place Type** – Future Places Map indicates this is a low density residential area. The proposed zoning of 2.5 stories and 5 to 6 residences would be within context especially since the adjacency of the busy I-70 to the south. *Predominantly one-and two-unit, though many areas are mostly one-unit. Includes Accessory Dwelling Units. In some contexts, some higher-intensity residential uses may be mixed throughout.*
- c) **The Growth Strategy** - *Certain future places are anticipated to take on more jobs and housing than others, but all areas of Denver are expected to evolve. A rezoning in an area planned for less growth may still be appropriate, as smaller-scale growth and reinvestment should be occurring in these areas as well.* (p.64)
- d) **Adjacent Street Types** – Per the Street Types Map York is indicated as a Mixed-Use Arterial at this location. The proposed rezoning would not adversely affect this street type.

Architecture
Interior Design
Planning
Construction
Management

Design Edge, P.C.

Denver Office
 482 S. Broadway
 Suite 100
 Denver, CO 80209
 303-260-7277

www.de-arch.com

- e) **Plan Policies and Strategies** – For Housing - *Predominantly one-and two-unit, though many areas are mostly one-unit. Includes Accessory Dwelling Units. In some contexts, some higher-intensity residential uses may be mixed throughout.*

Diversify housing options by exploring opportunities to integrate missing middle housing into low and low medium residential areas. Housing recommendations (no. 2) page 83.

- f) **Equity concepts** - Because the data available to measure the equity concepts is not available at the parcel-level scale, and they are intended to show patterns across large areas, they cannot be effectively applied to small-scale rezonings. (p.67)

Neighborhood/Small Area Plan (Elyria and Swansea Neighborhoods Plan (2015))

- The plan indicates that single family duplex residential areas are moderately dense areas that are primarily residential. There is a mixture of housing types, including single family houses, duplexes, rowhouses and small apartment buildings. (see E.2)
- Proposed rezoning still limits the building heights to 2.5 stories which is consistent with B.8.
- Promotes an increase in housing choices consistent with B.3

The proposed official map amendment furthers the public health, safety, and general welfare of the City.

This is accomplished by providing more diverse housing options for individuals within the city in a well established neighborhood. Transitioning from larger developments into single family residences is a common zoning practice and the location of this property and its adjacency to 1-70 help to facilitate that transition.

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. The construction and reconfiguration of I-70 has an impact on our property. Throughout the city, it is a common zoning practice to have larger residential developments adjacent to interstate highways in lieu of single family residential at these locations. Although we are not proposing a larger residential rezone, the modest change is consistent with low residential density and allows for an increase in density on a property that borders an interstate highway.

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.

- a) **The Proposed District Neighborhood Context Description:** Future Neighborhood Context Map indicates this is an Urban Context which is consistent with the proposed rezoning request to U-RH-2.5.
- b) **The General Purpose Statement:** *The intent of the Residential districts is to promote and protect residential neighborhoods within the character of the Urban Neighborhood Context. These regulations allow for some multi-unit districts, but not to such an extent as to detract from the overall image and character of the residential neighborhood. As our proposed change is consistent with the above, it is also on the edge of different zoning within the district bordering the interstate.*
- c) **The specific intent statement:** *U-RH-2.5 is a multi unit district that allows up to a two and a half story row house building form. It also allows the urban house, detached accessory dwelling unit, duplex, and tandem house building forms. 2.5 story residences are in line with existing zoning and will not provide for a modest increase in density on the edge of the zone district.*

Again, I would like to thank you for your consideration on this issue. Please feel free to call or email me at the contact information below if you need further information.

Sincerely,

Andy Olree - Design Edge

12/27/24

From: Laban Matthews <solidgroundflooring@live.com>
Sent: Friday, March 1, 2024 8:49 AM
To: Andy Olree <a.olree@de-arch.com>
Subject: Re: 4634 and 4638 York st.

Hi Andy,

I've stopped by several times and neighbors aren't answering the door. I've left plans and letter of what we are proposing and asked them to call with any questions/concerns but haven't heard back.

I say we go ahead and get the plans submitted to the city when you have time

From: Andy Olree <a.olree@de-arch.com>
Sent: Thursday, February 8, 2024 10:10 AM
To: Laban Matthews <solidgroundflooring@live.com>
Subject: RE: 4634 and 4638 York st.

I spoke to one of the guys and was waiting on a call back from the woman. I will try her one last time. Call me when you get a chance so I can go over the conversation I had with Joe Henry.

Andy Olree

a.olree@de-arch.com

DESIGN EDGE

482 S. Broadway, Suite 100

Denver, CO 80209

cell 303.667.6081

tel. 303.260.7277 x108

<http://www.de-arch.com>

From: Laban Matthews <solidgroundflooring@live.com>
Sent: Thursday, February 8, 2024 7:50 AM
To: Andy Olree <a.olree@de-arch.com>
Subject: Re: 4634 and 4638 York st.

Hi Andy,

any luck getting them to respond? If not I say we've done our part and I'd be ready to move onto submitting for the zone change

From: Laban Matthews <solidgroundflooring@live.com>
Sent: Monday, January 29, 2024 5:54 PM
To: Andy Olree <a.olree@de-arch.com>
Subject: Re: 4634 and 4638 York st.

[Elyria-Swansea Neighborhood Association](#)



[Denver Inter-Neighborhood Cooperation](#)

<https://www.denverinc.org/uploads/2018/09>

PDF

Elyria-Swansea Neighborhood Association. 4653 High Street. **Denver, Colorado** 20212. **Community** Planning and Development. 201 W. Colfax Ave., Department 205.

From: Andy Olree <a.olree@de-arch.com>
Sent: Monday, January 29, 2024 7:58 AM
To: Laban Matthews <solidgroundflooring@live.com>
Subject: RE: 4634 and 4638 York st.

Thanks. Do you know the name of the Neighborhood Association.

Andy Olree

a.olree@de-arch.com

DESIGN EDGE

482 S. Broadway, Suite 100

Denver, CO 80209

cell 303.667.6081

tel. 303.260.7277 x108

<http://www.de-arch.com>

From: Laban Matthews <solidgroundflooring@live.com>

Sent: Monday, January 29, 2024 6:04 AM

To: Andy Olree <a.olree@de-arch.com>

Subject: Re: 4634 and 4638 York st.

I have these two

Joe Henry

M. 303-810-1822

Nola Miguel

M. 303-596-6425

From: Andy Olree <a.olree@de-arch.com>

Sent: Saturday, January 27, 2024 4:45 PM

To: Laban Matthews <solidgroundflooring@live.com>

Subject: RE: 4634 and 4638 York st.

Do you have any phone numbers or just the email?

Andy Olree

a.olree@de-arch.com

D E S I G N E D G E

482 S. Broadway, Suite 100

Denver, CO 80209

tel. 303.260.7277 x108

cell 303.667.6081

<http://www.de-arch.com>

From: Laban Matthews [<mailto:solidgroundflooring@live.com>]

Sent: Saturday, January 27, 2024 6:35 AM

To: Andy Olree <a.olree@de-arch.com>

Subject: Fw: 4634 and 4638 York st.

Hi Andy,

still no response from them. first email was sent on 12/6. Maybe you will have some luck if you try to reach out to them?

From: Laban Matthews <solidgroundflooring@live.com>

Sent: Monday, January 22, 2024 7:23 PM

To: Joe Henry <jhenry@jmpacific.com>; varelaglobal@gmail.com
<varelaglobal@gmail.com>

Cc: Kari Gragert <kgragert616@gmail.com>; Nola Miguel <nola@ges-coalition.org>

Subject: Re: 4634 and 4638 York st.

Hello All,

We've meant with Councilman and reviewed plans. He thinks our request is reasonable as we aren't doing some big commercial project and fits the busy location. He wouldn't give us his final answer as he said he would hold that until we go through the rezone process. He did asked that we'd reach out to you all one more time to see if you had any feedback and if you'd support the rezone.

please let me know if you have any questions- Thanks

Laban Matthews

(303) 550-1996

From: Laban Matthews <solidgroundflooring@live.com>

Sent: Wednesday, January 10, 2024 5:44 PM

To: Joe Henry <jhenry@jmpacific.com>; varelaglobal@gmail.com
<varelaglobal@gmail.com>

Cc: Kari Gragert <kgragert616@gmail.com>; Nola Miguel <nola@ges-coalition.org>

Subject: Re: 4634 and 4638 York st.

Hi All,

hope you all had a good New Years!

Just checking back in to see if you had time to look over concept plans and if you had any questions or feedback?

Thanks!

From: Laban Matthews <solidgroundflooring@live.com>
Sent: Friday, December 22, 2023 7:26 AM
To: Joe Henry <jhenry@jmpacific.com>; varelaglobal@gmail.com
<varelaglobal@gmail.com>
Cc: Kari Gragert <kgragert616@gmail.com>; Nola Miguel <nola@ges-coalition.org>
Subject: Re: 4634 and 4638 York st.

Opps sorry- let me know if this one comes through.

From: Joe Henry <JHenry@jmpacific.com>
Sent: Thursday, December 21, 2023 5:41 PM
To: Laban Matthews <solidgroundflooring@live.com>; varelaglobal@gmail.com
<varelaglobal@gmail.com>
Cc: Kari Gragert <kgragert616@gmail.com>; Nola Miguel <nola@ges-coalition.org>
Subject: RE: 4634 and 4638 York st.

Matt-I don't an attachment

Sent via the Samsung Galaxy S23+ 5G, an AT&T 5G smartphone

----- Original message -----

From: Laban Matthews <solidgroundflooring@live.com>
Date: 12/20/23 7:41 AM (GMT-07:00)
To: Joe Henry <JHenry@jmpacific.com>, varelaglobal@gmail.com

Cc: Kari Gragert <kgragert616@gmail.com>

Subject: Re: 4634 and 4638 York st.

Morning,

please see site plan showing total of six townhomes, 2 facing york st and 4 facing 46th ave.

we have considered rezoning for commercial use for its high visibility, and busy corner. However, we decided against going that route as we assumed neighbors would be more opposed to that use.

please look it over and let me know if you have any questions or comments.

Laban Matthews

(303) 550-1996

From: Laban Matthews <solidgroundflooring@live.com>

Sent: Wednesday, December 13, 2023 8:18 AM

To: Joe Henry <jhenry@jmpacific.com>; varelaglobal@gmail.com
<varelaglobal@gmail.com>

Cc: Kari Gragert <kgragert616@gmail.com>

Subject: Re: 4634 and 4638 York st.

Morning,

thanks for the response. My architect is finishing up the site plan and will email it over when he wraps it up.

From: Joe Henry <JHenry@jmpacific.com>
Sent: Tuesday, December 12, 2023 12:58 PM
To: Laban Matthews <solidgroundflooring@live.com>; varelaglobal@gmail.com
<varelaglobal@gmail.com>
Cc: Kari Gragert <kgragert616@gmail.com>
Subject: RE: 4634 and 4638 York st.

I would need to see a detailed plan before we agree to a rezoning.

Joe Henry

JM Pacific

510 E 51st Ave #205

Denver, CO 80216

M. 303-810-1822

Email: jhenry@jmpacific.com

From: Laban Matthews <solidgroundflooring@live.com>
Sent: Tuesday, December 12, 2023 7:23 AM
To: Joe Henry <JHenry@jmpacific.com>; varelaglobal@gmail.com
Subject: Re: 4634 and 4638 York st.

Morning,

was following up from email below. not sure if you are the correct contacts for the neighborhood association or if you know of who I should reach out to?

thanks,

Laban Matthews

From: Laban Matthews <solidgroundflooring@live.com>

Sent: Wednesday, December 6, 2023 8:56 AM

To: jhenry@jmpacific.com <jhenry@jmpacific.com>; varelaglobal@gmail.com <varelaglobal@gmail.com>

Subject: 4634 and 4638 York st.

Good Morning Ana and Joseph,

I was giving your information from CM Watson as he encouraged me to reach out to the both of you regarding a lot that I own.

I purchased 2 empty lots at 4634 & 4638 York st. in 2016 with plans of development but the i-70 project got underway and I knew I was going to have to wait until they were finished to proceed. The two lots are currently zoned Single Family and my hopes are to combine the lots to IMX-3 use so I could build town homes facing 46th ave and York st. with access from the Alley.

With i-70 being pushed further north and 46th./York intersection becoming a busier intersection it just doesn't seem like the single-family zoning fits that corner anymore.

Wanted to see if you think I could get the neighborhood's approval before starting the rezoning process and if I should come to the next neighborhood meeting or send some sketches of what I had in mind.

Appreciate your time

Laban Matthews

(303) 550-1996

Laban Matthews & Solid Ground Rentals, llc
36450 County Road 17
Elizabeth, CO. 80107

November 11, 2024

Andy Olree
Design Edge, P.C.
482 South Broadway
Denver, CO 80209
a.olree@de-arch.com
303-260-7277. Ext.108

Dear Andy,

This letter serves as authorization for Design Edge, P.C. to act on behalf of and represent Laban Matthews & Solid Ground Rentals for the purpose of submitting and processing the rezoning application for the property owned by Solid Ground Rentals at 4634 and 4638 York Street in Denver, CO. 80216

Sincerely,

A handwritten signature in black ink, appearing to be 'Laban D. Matthews', written over a horizontal line.

Laban D. Matthews

**Limited Liability Company Agreement of
Solid Ground Rentals, llc
A Single Member Limited Liability Company**

THIS OPERATING AGREEMENT (this "Agreement") of Solid Ground Rentals, llc, (the "Company"), is executed and agreed to, for good and valuable consideration, by the undersigned members (the "Member").

I. Formation.

- A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for Solid Ground Rentals, llc, a Manager-managed Colorado single member limited liability company (the "Company") formed under and pursuant to Colorado law.
- B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Colorado law absent such a provision, this Agreement, to the extent permitted under Colorado law, shall control.
- C. Primary Business Address. The location of the primary place of business of the Company is:
36450 County Road 17, Elizabeth, Colorado 80107, or such other location as shall be selected from time to time by the Member.
- D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is Laban D. Matthews. The Agent's registered office is 36450 County Road 17, Elizabeth, Colorado 80107. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Colorado Secretary of State.
- E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

II. Purposes and Powers.

- A. Purpose. The Company is created for the following business purpose:
real estate investment
- B. Powers. The Company shall have all of the powers of a limited liability company set forth under Colorado law.
- C. Duration. The Company's term shall commence upon the filing of an Articles of Organization and all other such necessary materials with the state of Colorado. The Company will operate until terminated as outlined in this Agreement unless:
1. The Member votes to dissolve the Company;
 2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Colorado law;
 3. It becomes unlawful for either the Member or the Company to continue in business;

4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or Colorado law.

III. Member.

- A. The Member. The sole member of Solid Ground Rentals, llc at the time of adoption of this Agreement is Laban D. Matthews (the "Member").
- B. Initial Contribution. The Member shall make an Initial Contribution to the Company. The Initial Contributions shall be as described in Attachment A, Initial Contributions of the Member.

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution.
- C. Limited Liability of the Member. Except as otherwise provided for in this Agreement or otherwise required by Colorado law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution. The Member shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member, if any other Member exists, except as is expressly provided for by this Agreement.
- D. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only with the prior written consent of all Members.
 1. *Entire transfer*. If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.
 2. *Partial transfer*. If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.
 3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.
- E. Member Voting.
 1. *Voting power*. In the event that the Company has multiple Members simultaneously, the Company's Members shall each have voting power equal to its share of Membership Interest in the Company.
- F. Member's Duty to File Notices. The Member shall be responsible for preparation, maintenance, filing and dissemination of all necessary returns, notices, statements, reports, minutes or other information to the Internal Revenue Service, the state of Colorado, and any other appropriate

state or federal authorities or agencies. Notices shall be filed in accordance with the section titled "Notices" below. The Member may delegate this responsibility to an Officer or a Manager at the Members' sole discretion.

- G. Fiduciary Duties of the Members. The Members shall have no fiduciary duties whatsoever, whether to each other or to the Company, unless that Member is a Manager or an Officer of the Company, in which instance they shall owe only the respective fiduciary duties of a Manager or Officer, as applicable. No Member shall bear any liability to the Company or to other present or former Members by reason of being or having been a Member.

IV. Accounting and Distributions.

- A. Fiscal Year. The Company's fiscal year shall end on the last day of December.
- B. Distributions. Distributions shall be issued, as directed by the Company's Treasurer or Assistant Treasurer, on an annual basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

V. Tax Treatment Election.

- A. Tax Designation. The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Member may elect for the Company to be treated as a C-Corporation or a S-Corporation at any time.

VI. Board of Managers.

- A. Creation of a Board of Managers. The Member shall create a board of Managers (the "Board") consisting of Managers appointed at the sole discretion of the Member and headed by the Chairman of the Board. The Member may install itself as a Manager and as the Chairman. The Member may determine at any time in its sole and absolute discretion the number of Managers to constitute the Board, subject in all cases to any requirements imposed by Colorado law. The authorized number of Managers may be increased or decreased by the Member at any time in its sole and absolute discretion, subject to Colorado law. Each Manager elected, designated or appointed shall hold office until a successor Manager is elected and qualified or until such Manager's earlier death, resignation or removal.
- B. Powers and Operation of the Board of Managers. The Board shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the Company's purposes described herein, including all powers, statutory or otherwise.
1. Meetings. The Board may hold meetings, both regular and special, within or outside the state of Colorado. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board. Special meetings of the Board may be called by the Chairman on not less than one day's notice to each Manager by telephone, facsimile, mail or any other means of communication.
 - i. At all meetings of the Board, a majority of the Managers shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement, the act of a majority of the Managers present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the Managers present at such meeting may adjourn the meeting until a quorum shall be present. Any action required or permitted to be taken at any

meeting of the Board may be taken without a meeting if all Managers consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board.

- ii. Managers may participate in meetings of the Board by means of telephone conference or similar communications equipment that allows all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the meeting. If all the participants are participating by telephone conference or similar communications equipment, the meeting shall be deemed to be held at the primary business address of the Company.
- C. Compensation of Managers. The Board shall have the authority to fix the compensation of Managers. The Managers may be paid their expenses, if any, of attendance at meetings of the Board, which may be a fixed sum for attendance at each meeting of the Board or a stated salary as Manager. No such payment shall preclude any Manager from serving the Company in any other capacity and receiving compensation therefor.
- D. Removal of Managers. Unless otherwise restricted by law, any Manager or the entire Board may be removed, with or without cause, by the Member, and any vacancy caused by any such removal may be filled by action of the Member.
- E. Managers as Agents. To the extent of their powers set forth in this Agreement, the Managers are agents of the Company for the purpose of the Company's business, and the actions of the Managers taken in accordance with such powers set forth in this Agreement shall bind the Company. Except as provided in this Agreement, no Manager may bind the Company.
- F. No Power to Dissolve the Company. Notwithstanding any other provision of this Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board shall be authorized or empowered, nor shall they permit the Company, without the affirmative vote of the Member, to institute proceedings to have the Company be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company or file a petition seeking, or consent to, reorganization or relief with respect to the Company under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee (or other similar official) of the Company or a substantial part of its property, or make any assignment for the benefit of creditors of the Company, or admit in writing the Company's inability to pay its debts generally as they become due, or, to the fullest extent permitted by law, take action in furtherance of any such action.
- G. Duties of the Board. The Board and the Member shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Board also shall cause the Company to:
1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;
 2. At all times hold itself out as being a legal entity separate from the Member and any other person and conduct its business in its own name;
 3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;
 4. Not commingle its assets with assets of the Member or any other person, and separately

- identify, maintain and segregate all Company assets;
5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;
 6. Maintain an arm's length relationship with the Members, and, with respect to all business transactions entered into by the Company with the Member, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;
 7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;
 8. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;
 9. Allocate fairly and reasonably any overhead for shared office space;
 10. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;
 11. Correct any known misunderstanding regarding its separate identity;
 12. Maintain adequate capital in light of its contemplated business purposes;
 13. Cause its Board to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Colorado limited liability company formalities;
 14. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
 15. Not require any obligations or securities of the Member; and
 16. Observe all other limited liability formalities.

Failure of the Board to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Member.

- H. Prohibited Actions of the Board. Notwithstanding any other provision of this Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board on behalf of the Company, shall, without the unanimous approval of the Board, do any of the following:
1. Guarantee any obligation of any person;
 2. Engage, directly or indirectly, in any business or activity other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II (A) above; or
 3. Incur, create or assume any indebtedness other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II (A) above.

VII. Officers.

A. Appointment and Titles of Officers. The initial Officers shall be appointed by the Member and shall consist of at least a Chairman, a Secretary and a Treasurer. Any additional or substitute Officers shall be chosen by the Board. The Board may also choose one or more President, Vice-President, Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person. The Board may appoint such other Officers and agents as it shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board. The Officers and agents of the Company shall hold office until their successors are chosen and qualified. Any Officer elected or appointed by the Member or the Board may be removed at any time, with or without cause, by the affirmative vote of a majority of the Board. Any vacancy occurring in any office of the Company shall be filled by the Board. Unless the Board decides otherwise, if the title of an Officer is one commonly used for officers of a limited liability company formed under Colorado law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office.

1. *Chairman.* The Chairman shall be the chief executive officer of the Company, shall preside at all meetings of the Board, shall be responsible for the general and active management of the business of the Company and shall see that all orders and resolutions of the Board are carried into effect. The Chairman shall execute all contracts on behalf of the Company, except:
 - i. where required or permitted by law or this Agreement to be otherwise signed and executed;
 - ii. where signing and execution thereof shall be expressly delegated by the Board to some other Officer or agent of the Company.
2. *President.* In the absence of the Chairman or in the event of the Chairman's inability to act, the President shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. The President shall perform such other duties and have such other powers as the Board may from time to time prescribe.
3. *Vice-Presidents.* In the absence of the Chairman and President or in the event of their inability to act, any Vice-Presidents in the order designated by the Board (or, in the absence of any designation, in the order of their election) shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. Vice-Presidents, if any, shall perform such other duties and have such other powers as the Board may from time to time prescribe.
4. *Secretary and Assistant Secretary.* The Secretary shall be responsible for filing legal documents and maintaining records for the Company. The Secretary shall attend all meetings of the Members and record all the proceedings of the meetings of the Company and of the Members in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the Members, as required in this Agreement or by Colorado law, and shall perform such other duties as may be prescribed by the Board or the Chairman, under whose supervision the Secretary shall serve. The Secretary shall cause to be prepared such reports and/or information as the Company is required to prepare by applicable law, other than financial reports. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Members (or if there be no such determination, then in order of their election), shall, in the absence of the Secretary or in the event of the Secretary's inability to act, perform the duties and exercise the powers

of the Secretary and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

5. *Treasurer and Assistant Treasurer.* The Treasurer shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company according to generally accepted accounting practices, using a fiscal year ending on the last day of the month of December. The Treasurer shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board. The Treasurer shall distribute the Company's profits to the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Board and shall render to the Chairman and to the Board, at its regular meetings or when the Board Members so require, an account of all of the Treasurer's transactions and of the financial condition of the Company. As soon as practicable after the end of each fiscal year of the Company, the Treasurer shall prepare a statement of financial condition as of the last day of the Company's fiscal year, and a statement of income and expenses for the fiscal year then ended, together with supporting schedules. Each of said annual statements shall be prepared on an income tax basis and delivered to the Member forthwith upon its preparation. In addition, the Treasurer shall keep all financial records required to be kept pursuant to Colorado law. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of the Treasurer's inability to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

B. *Officers as Agents.* The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Board not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business, and the actions of the Officers taken in accordance with such powers shall bind the Company.

VIII. **Fiduciary Duties of the Board and Officers.**

A. *Loyalty and Care.* Except to the extent otherwise provided herein, each Manager and Officer shall have a fiduciary duty of loyalty and care similar to that of managers of business corporations organized under the laws of Colorado.

B. *Competition with the Company.* The Managers and Officers shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Board of Managers excluding the interested Manager, consents thereto. The Managers and Officers shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Board of Managers excluding the interested Manager, consents thereto.

C. *Duties Only to the Company.* The Managers' and Officers' fiduciary duties of loyalty and care are to the Company and not to the other Managers or other Officers. The Managers and Officers shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Managers, but shall owe no such duties to Officers unless the Officer is a Manager. A Manager or Officer who so performs their duties shall not have any liability by reason of being or having been a Manager or an Officer.

D. *Reliance on Reports.* In discharging the Manager's or Officer's duties, a Manager or Officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:

1. One or more Members, Managers, or employees of the Company whom the Manager reasonably believes to be reliable and competent in the matters presented.
2. Legal counsel, public accountants, or other persons as to matters the Manager or Officer reasonably believes are within the persons' professional or expert competence.
3. A committee of Members or Managers of which the affected Manager or Officer is not a participant, if the Manager or Officer reasonably believes the committee merits confidence.

IX. Dissolution.

- A. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II (C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

- B. Winding Up. Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. The Member, or in the event of multiple Members, one or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.
- C. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.
- D. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Member in the manner provided for under this Agreement and (ii) the Company's registration with the state of Colorado shall have been canceled in the manner required by Colorado law.
- E. Accounting. Within a reasonable time after complete liquidation, the Company Treasurer shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.
- F. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or

share of profits (upon dissolution or otherwise) against any other Member, if any other such Member exists.

G. Notice to Colorado Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Colorado and any other appropriate state or federal authorities or agencies as may be required by law.

X. Exculpation and Indemnification.

A. No Member, Manager, Officer, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person.

E. The foregoing provisions of this Article X shall survive any termination of this Agreement.

XI. Insurance.

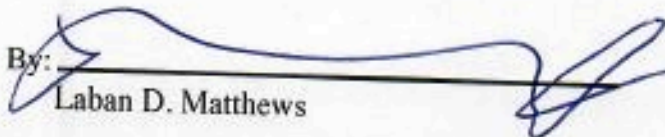
The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by

such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article X or under applicable law.

XII. General Provisions.

- A. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.
- B. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.
- C. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.
- D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
- E. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.
- F. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Colorado (without regard to conflicts of law principles thereof).
- G. Application of Colorado Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Colorado law.
- H. Amendment. This Agreement may be amended only by written consent of the Board and the Member. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Colorado law.
- I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Member has executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of February 02, 2022.

By: 
Laban D. Matthews

Date: _____

2/2/2022

ATTACHMENT A
Initial Contributions of the Member

The Initial Contributions of the Member of Solid Ground Rentals, llc are as follows:

Laban D. Matthews

Contribution:

Time and Effort valued at \$10,000.00