



Zone Map Amendment (Rezoning) - Application

PROPERTY OWNER INFORMATION* <input checked="" type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION <input checked="" type="checkbox"/> CHECK IF POINT OF CONTACT FOR FEE PAYMENT***		PROPERTY OWNER(S) REPRESENTATIVE** <input checked="" type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION <input checked="" type="checkbox"/> CHECK IF POINT OF CONTACT FOR FEE PAYMENT***	
Property Owner Name	GAO Homes Partners RLLLP	Representative Name	Steve Ferris
Address	44 COOK ST STE 400	Address	1520 Blake Suite 350
City, State, Zip	Denver, CO 80206	City, State, Zip	Denver CO 80209 +
Telephone	720-420-1568	Telephone	303-435-5393
Email	tdowns@wazeepartners.com	Email	sferris@realestategarage.net +
<p>*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.</p>		<p>**Property owner shall provide a written letter authorizing the representative to act on his/her behalf.</p> <p>***If contact for fee payment is other than above, please provide contact name and contact information on an attachment.</p>	
SUBJECT PROPERTY INFORMATION			
Location (address):	1409-1471 N. Julian St. & 3317 W. 14th Ave.		
Assessor's Parcel Numbers:	<small>Julia: 0505207040000 West 14th: 0505205014000:</small>		
Area in Acres or Square Feet:	59,021 sf or 1.35 acres		
Current Zone District(s):	G-RH-3		
PROPOSAL			
Proposed Zone District:	G-MU-5		
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 checked="" type="checkbox"/> Yes - State the contact name & meeting date <u>1/4/23, Tony Lechuga</u> <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 checked="" 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 checked="" 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): West Area Plan</p>
<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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 is document is required.)
- Other Attachments.** Please describe below.

title commitment

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 Josie Q. Smith</i>	01/12/20	(A)	YES
GAO Homes Partners RLLLP	44 Cook St., Suite 400 Denver, CO 80206	100%	<i>Chris Downs Manager of Gen. Partner</i>	9/8/23	C	YES
						YES
						YES
						YES



Steve Ferris, Principal
sferris@realestategarage.net

Submitted September 18, 2023

City and County of Denver
Community Planning & Development
Planning Services Division
201 W. Colfax Avenue, 2nd floor
Denver, CO 80202
As emailed to rezoning@denvergov.org

RE: Application, Request to Rezone 1409-71 Julian Street & 3317 West 14th Avenue from G-RH-3 to G-MU-5

Dear Community Planning & Development:

This firm represents GAO Homes Partners RLLLP, the property owner, and it's authorized agent, Endcap Holdings LLC, and the corresponding properties, 1409-71 N. Julian St. & 3317 W. 14th Ave (the "Parcels"), regarding the attached application for a zoning map amendment ("rezoning"). Based on the criteria for review in the Denver Zoning Code, we recommend that staff recommend approval to the Planning Board and City Council.

The actual property affected by this rezone consists of 2 separate and detached parcels of land shown in the below Figure1. Please see this application's comprehensive record of community outreach, as provided in Exhibit D, for further information.

The Parcels currently contain nineteen (19) residential housing apartment units that were originally constructed in 1968 and the site is underutilized given its land area. The current residents receive rental subsidy under a Project Based Section 8 Housing Assistance Payment Contract with HUD. Because these housing improvements are now functionally obsolete, and because of the extremely high annual operating cost per unit, HUD has given preliminary review approval to a re-deployment of the HAP Contract Subsidy to a new construction project at 1465-1497 Knox Court, the site of which received a rezoning approval this past June. All existing residents will be relocated to the new Knox Court project, all at the cost of the new project development.



Figure 1: Aerial of Existing Conditions

Request for Rezoning

Addresses: 1409-71 N. Julian St. and 3317 W. 14th Ave, Denver, CO 80204.

Neighborhood/Council District: West Colfax / Council District 3.

RNOs: Inter-Neighborhood Cooperation (INC), Sloan's Lake Citizens Group, Strong Denver, United Northwest Denver, West Colfax BID, West Colfax Association of Neighbors (WeCAN).

Area of Property: 59,021 square feet or 1.35 acres.

Current Zoning: G-RH-3

Proposed Zoning: G-MU-5

Property Owner(s): GAO Homes Partners RLLLP

Summary of Rezoning Request

- The subject properties, located at 1409 N. Julian St and 3317 W. 14th Ave, consist of multi-unit residential structures and a two-unit residential structure, respectively. These properties are situated within the West Colfax statistical neighborhood, bounded by Colfax Avenue to the north, W 14th Ave to the south, Knox Ct. to the west, and Irving St. to the east.
- The G-MU-5 zone district stands for General Urban, Multi-Unit, the tallest building form having a maximum height of five stories. G-MU-5 is a multi-unit district allowing urban house, duplexes, row houses, garden court, town house, and apartment building forms. Further details of the requested zone district can be found in the accompanying staff report and Article 6 of the Denver Zoning Code (DZC).

Proposed Zoning

The requested G-MU-5 zone district has a maximum height of 65' feet with allowable encroachments. A variety of mixed residential and commercial uses are allowed. For additional details regarding building form standards in the G-MU-5 zone district, see DZC Division 6.3.

The exhibits referred to herein shall constitute a part of this application and are incorporated into this application for all purposes.

- **Exhibit A:** Property Legal Description
- **Exhibit B:** Description of Consistency with Adopted City Plans/General Review Criteria (DZC 12.4.10.7., amended 2/12/21).
- **Exhibit C:** Additional Criteria/Description of Justifying Circumstances and Neighborhood Context (DZC 12.4.10.8.).
- **Exhibit D:** Community Support and Outreach.
- **Exhibit E:** Letter of Authorization for Steve Ferris and the Real Estate Garage, LLC to act as Representative.
- **Exhibit F:** Proof of Ownership and Agency, Assessors Record, and LLC documentation.



Exhibit A

Legal Descriptions, Julian and 14th Rezone

1409-71 N Julian St.

LOTS 27 TO 42 AND THE SOUTH 6.25 FEET OF LOT 43, BLOCK 2, COLFAX AVENUE SUBDIVISION OF MAPLE GROVE SUBDIVISION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

also known by street and number as: 1409 thru 1471 N Julian St., Denver, CO 80204.

3315-17 W 14th Ave

LOTS 21 TO 24, EXCEPT THE EAST 66 FEET OF SAID LOTS, BLOCK 2, TOGETHER WITH THE EAST 20 FEET OF VACATED JAVA COURT ADJOINING SAID LOTS, GRAY'S SUBDIVISION OF LOTS NO. 1 & 16 OF MAPLE GROVE SUBDIVISION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

also known by street and number as: 3315-17 W 14th Ave, 80204.



Exhibit B

Description of Consistency with Adopted City Plans/General Review Criteria (DZC 12.4.10.7.)

The criteria for review of this rezoning application are found in DZC Section 12.4.10.7 and 12.4.10.8:

DZC Section 12.4.10.7

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

DZC Section 12.4.10.8 4

- 4. Justifying Circumstances
- 5. Consistency with Neighborhood Context Description, Zone District Purpose, and Intent Statements.

1. Consistency with Adopted Plans

The following adopted plans currently apply to this property:

- Denver Comprehensive Plan 2040 (2019)
- Blueprint Denver (2019)
- West Area Plan (2023)

Denver Comprehensive Plan 2040

The proposed rezoning is consistent with many of the adopted Denver Comprehensive Plan 2040 strategies, which are organized by vision element.

The proposed rezoning would allow for additional housing units within an established neighborhood, consistent with the following strategies in the Equitable, Affordable, and Inclusive vision element:

- 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 1, Strategy A - Increase development of housing units close to transit and mixed-use developments (p. 28).
- Equitable, Affordable and Inclusive Goal 3, Strategy B - Use land use regulations to enable and encourage the private development of affordable, missing middle and mixed-income housing, especially where close to transit (p. 28).

The proposed rezoning would enable mixed-use infill development at a location where services, infrastructure, and transit options are already in place. The proposed G-MU-5 zoning designation would allow for a broader variety of residential uses, at an intensity consistent with the desire for urban, walkable, mixed-use neighborhoods around

transit, and is therefore consistent with the following strategies in the Strong and Authentic Neighborhoods vision element:

- Strong and Authentic Neighborhoods Goal 1, Strategy B - Ensure neighborhoods offer a mix of housing types and services for a diverse population (p. 34).
- 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 2, Strategy D - Use urban design to contribute to economic viability, public health, safety, environmental well-being, neighborhood culture and quality of life (p. 34).

The proposed rezoning is also consistent with the following strategies in the Environmentally Resilient vision element:

- 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).
- Environmentally Resilient Goal 8, Strategy C - Focus growth by transit stations and along high and medium-capacity transit corridors (p. 54).

The requested map amendment will enable mixed-use development at an infill location where infrastructure is already in place. The requested zone district broadens the variety of uses allowing residents to live, work and play in the area; therefore, the rezoning is consistent with Denver Comprehensive Plan 2040 recommendations.

Blueprint Denver (2019)

Blueprint Denver was adopted in 2019 as a supplement to Comprehensive Plan 2040 and establishes an integrated framework for the city's land use and transportation decisions. Blueprint Denver identifies the subject property as part of a General Urban future place type within the High-Urban Context and provides guidance from the future growth strategy for the city.

Blueprint Denver Future Neighborhood Context

In Blueprint Denver, future neighborhood contexts are used to help understand differences in land use and built form and mobility options at a higher scale, between neighborhoods. The subject property is within the General Urban context in which homes vary and include “multi-unit complexes...and offer residents a mix of uses, with good street activation and connectivity”. The proposed G-MU-5 zone district is a multi-unit district zone district. Since the proposed district allows a mix of housing types and

allowable building forms that contribute to street activation, the proposed rezoning is appropriate and consistent with the plan.

Blueprint Denver Future Places

The Future Places map shows the subject property as part of a “High-Medium” residential area. Blueprint Denver describes these areas as having a, “mix of low-to medium-scale multi-unit residential uses with some neighborhood-serving mixed-use distributed throughout. Buildings are generally up to 8 stories in height.”

The proposed rezoning to G-MU-5 is appropriate and consistent with the “High-Medium Residential Area” plan direction and will foster a better mix of residential uses and more appropriate intensity than the current zoning allows. Blueprint Denver specifies that the maximum recommended heights are intended to provide a general scale and that factors such as “Surrounding context, including existing and planned building height” (pg. 66) should be considered for any site. Given the Blueprint Denver height guidance of up to 8 stories and the existing built environment in the immediate area and the adjacent zone districts, the proposed 5-story district is consistent with plan guidance and appropriate for this location.

Blueprint Street Types

Blueprint Denver classifies W 14th St. as a Residential Collector. The primary function of a residential collector is to collect traffic from local streets and distribute it to higher-capacity roads, such as arterial streets or highways. Residential collectors typically have a slightly higher capacity and speed limit compared to local streets but are designed to prioritize local access rather than through-traffic. The proposed G-MU-5 zone district allows a broad range of residential land uses with a shallow front setback and allows the intense land uses anticipated for this street type. Therefore, the district is consistent with the downtown arterial street types at this location.

Julian Street is mapped as a local or undesignated street. According to the plan, this street type supports “primarily residential uses, but may also include schools, civic uses, parks, small retail nodes and other similar uses. Buildings usually have a modest setback, and the depth of the setback varies by neighborhood context” (p. 160). The proposed G-MU-5 zone district would allow a mix of residential uses at an intensity and orientation consistent with this street type classification.

Blueprint Growth Strategy

Blueprint Denver’s growth strategy map is a version of the future places map, showing the aspiration for distributing future growth in Denver (p. 51). The subject property is located within the “All Other Areas of the City” growth area. This designation does not

imply a complete absence of growth, but rather signifies a deliberate effort to manage and distribute growth more evenly across different areas of the city. In fact, these areas are anticipated to see around 20% of new housing growth and 10% of new employment growth by 2040 (p. 51). The proposed map amendment to G-MU-5 is consistent with the growth area in that it will allow a broad range of housing and direct more intense and appropriate growth to this area than the existing zoning allows.

Additional Applicable Strategies

The proposed rezoning is also consistent with the following strategies from Blueprint Denver:

- Land Use and Built Form - General Policy 1 - Promote and anticipate planned growth in major centers and corridors and key residential areas connected by rail service and transit priority streets (p. 72).
- Land Use and Built Form - General Policy 2 - Incentivize or require efficient development of land, especially in transit-rich areas (p. 72). The proposed map amendment is consistent with these strategies as growth will be directed to an area with rail transit service.

West Area Plan (2023)

The West Area Plan supersedes the previous neighborhood plans in the designated region, including the West Colfax Plan of 2006. It serves as the small area plan encompassing the West Colfax, Villa Park, Sun Valley, Barnum, Barnum West, and Valverde neighborhoods. This comprehensive plan outlines a vision and policy guidance for various aspects such as land use, urban design, housing, mobility, parks, the local economy, and more, with a focus on the next two decades. Input from the community has highlighted the need to expand housing options within the West Area and diversify the range of available housing to accommodate households with varying income levels and lifestyles.

Like Blueprint, the plan proposes a High-Medium Residential land use and built form category for the properties in question. These areas are prioritized for future growth, with an emphasis on maintaining and creating authentic spaces that resonate with the surrounding community members (refer to Policy L8). The proposed approach includes a blend of multi-unit residential uses at a low to medium scale, alongside mixed-use developments that cater to the neighborhood's needs. While the maximum base heights are typically set at 5 stories, certain limited locations permit heights of up to 8 stories, as indicated in the Base Heights Map.

According to the Future Height Guidance with Incentives Map, the subject properties are allowed a maximum of 7 stories when Expanding Housing Affordability (EHA) height

incentives are applied. However, in this case, the applicant is seeking a zoning district with a maximum height restriction of 5 stories.

2. Uniformity of District Regulations and Restrictions

The proposed rezoning to G-MU-5 will result in the uniform application of zone district building form, use and design regulations.

3. Public Health, Safety and General Welfare

The proposed official map amendment furthers the public health, safety, and general welfare through implementation of the city's adopted land use plans. The proposed rezoning would also facilitate increased housing density near services and amenities and promote a walkable, urban neighborhood within walking distance to public transit.

Exhibit C

Additional Criteria/Description of Justifying Circumstances and Neighborhood Context (DZC 12.4.10.8.)

4. Justifying Circumstances

Changed or changing conditions in the area and city adopted plans serve as the Justifying Circumstances under DZC Section 12.4.10.8.A.4, “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 a change may include: “Changed or changing conditions in a particular area, or in the city generally; or a city adopted plan....” Since the approval of the existing G-MU-5 zone district, the City has adopted the Comprehensive Plan 2040, Blueprint Denver, and has approved the West Area Plan. As stated throughout this application, the proposed rezoning meets the intent of these plans and is in the public interest; therefore, this is an appropriate justifying circumstance for the proposed rezoning.

5. Consistency with Neighborhood Context Description, Zone District Purpose, and Intent Statements

In accordance with the Denver Zoning Code, the General Urban (G-) Context is characterized by a range of multi-unit residential uses presented in diverse building forms. It is intended to foster a dense urban character through the presence of moderate to high residential structures, as well as low to moderate commercial and mixed-use developments in suitable locations.

Within this neighborhood context, the proposed G-MU-5 zone district aligns appropriately with the recommended zoning regulations and height guidelines. The purpose of residential districts is to facilitate and safeguard high-density residential neighborhoods while maintaining the overall character of the General Urban Context.

These regulations permit the establishment of multi-unit districts featuring a variety of residential building forms. The G-MU-5 zone district specifically accommodates urban houses, duplexes, row houses, garden courts, townhouses, and apartment buildings. Notably, the tallest allowable building form is limited to a maximum height of five stories.

Considering that the subject sites are served by local and collector streets, the street classifications and desired building heights in this area harmonize with the intended purpose and goals of the designated zone district.

Equity



Rezoning the subject properties to allow for multi-unit residential units can contribute to increased equity within the City and County of Denver. By enabling the development of multi-unit housing, the proposed rezoning promotes greater housing diversity and affordability. This, in turn, helps address the housing shortage and provides more options for individuals and families seeking housing in the city. Multi-unit residential developments have the potential to accommodate a larger number of residents within a given area, thereby supporting a more inclusive and accessible community. By expanding housing opportunities and creating a mix of housing types, upzoning fosters a more equitable city where people of different income levels can access suitable housing options and enjoy the benefits of living in Denver. It should also be noted that the Mandatory Affordable Housing Program requires new residential development of 10 or more units to include a portion of affordable housing.

Exhibit D Community Support and Outreach

Please see attached record of outreach conducted by the Pachner Company and property owners between May and August of 2023.

Wazee Partners:1409-1471 Julian Street and 3315-3317 West 14th Avenue

August 10, 2023

Outreach Summary

As we approach the proposed rezoning of 1409-1471 Julian Street, we mimic the City of Denver process prior to formal submittal. From the beginning, we identified all of the Community Stakeholders both noted by the City from the preapplication process and from institutional knowledge of relationships in the West Colfax neighborhood. The team held numerous meetings with various stakeholders and Registered Neighborhood Organizations summarized in the next pages. Additionally, we held a Neighborhood meeting including every property owner within a 200 foot radius of the proposed project as part of our outreach and a meeting with the impacted tenants of 1409-1471 Julian Street.

In our outreach efforts, we contacted all of the Registered Neighborhood Organizations mentioned by the city in hopes of setting meetings but did not hear back from INC or Strong Denver. Other than those groups, we held fruitful discussions with all suggested organizations.



Wazee Partners:1409-1471 Julian Street and 3315-3317 West 14th Avenue

April 3, 2023

Location: El Zarape, 1065 Federal Blvd., Denver, CO 80204

Attendees: The Pachner Company, Wazee Partners, West Area Plan Steering Committee Member, Jaime Aguilar

Meeting Summary

Marcus Pachner and Amy O'Brien from The Pachner Company and Tyler Downs met informally with Jaime Aguilar, a member of the West Area Plan Steering Committee, to discuss the proposed rezoning of 1409-1471 Julian in the context of the newly adopted West Area Plan and the authentic Community Outreach with neighbors to ensure all of the neighborhood suggestions are incorporated into the planning process.

As discussed, Wazee Partners has been a longtime owner in the West Colfax area and knows the complexities associated with conducting true community outreach around projects. We talked about the plan moving forward to make sure all groups are consulted and included in the process as we continue with the rezoning. In addition, the consistency in zoning for the West Area Plan was discussed as well.

Moving forward, we decided to make sure as many West Area Stakeholders as possible are in the loop on our planning process and up to date on where we are in the City process. Transparency and Inclusion are the main goals with Community Engagement on the project.



**Wazee Partners:1409-1471 Julian Street and 3315-3317 West 14th Avenue
WECAN**

May 2, 2023

Location: ZOOM

Attendees: The Pachner Company, Wazee Partners, WECAN: Shantelle Mulliniks, Jonathan Pira

Meeting Summary

The team from The Pachner Company and Tyler Downs met via ZOOM with leadership of WECAN to discuss the proposed rezoning of 1409-1471 Julian in the context of the newly adopted West Area Plan.

WECAN is familiar with the Menola Homes Project and the current rezoning of 1465-1497 Knox Court as a new Affordable Housing development. As it is related, Shantelle and Jonathan were agreeable with the proposed height and density of the Julian Street project. The two board members did differ in their opinion of on-site parking. Shantelle was agreeable with the 1 to 1 parking ratio. Jonathan, however, suggested that the transit infrastructure could serve the residents and neighborhood well with less on-site parking.

WECAN is largely supportive of the proposed project and will continue to be involved as the City process continues.



Wazee Partners:1409-1471 Julian Street and 3315-3317 West 14th Avenue

Sloan's Lake Citizens Group

May 17, 2023

Location: *Brew Culture Coffee, 3620 W. Colfax Ave., Denver, CO 80211*

Attendees: The Pachner Company, Wazee Partners, Sloan's Lake Citizens Group, Tom Brunn

Meeting Summary

The team from The Pachner Company and Wazee Partners met with leadership of SLCG to discuss the proposed rezoning of 1409-1471 Julian in the context of the newly adopted West Area Plan.

SLCG is familiar with the Menola Homes Project and the current rezoning of 1465-1497 Knox Court as a new Affordable Housing development. Tom was supportive of the change in zoning to keep consistency with the newly adopted West Area Plan.

As follow-up, Tom asked that we present at the monthly Sloan's Lake Citizens Group meeting to discuss the proposed project on Julian Street.



Wazee Partners:1409-1471 Julian Street and 3315-3317 West 14th Avenue

Sloan's Lake Citizens Group

Jun 14, 2023

Location: ZOOM

Attendees: The Pachner Company, Wazee Partners, Sloan's Lake Citizens Group, Tom Brunn, Neighbors

Meeting Summary

The team from The Pachner Company and Wazee Partners presented to SLCG to discuss the proposed rezoning of 1409-1471 Julian in the context of the newly adopted West Area Plan.

Overall the group is supportive of the project. There were questions regarding displacement which we addressed in mention of the Menola Homes Project. The group was familiar and agreeable to the new affordable project as an option. The group was knowledgeable about the West Area Plan and the changes that would be coming to the area to make a more consistent zoning. The group did emphasize the importance (necessity) of on-site parking. .

As follow-up, the group asked that we continue to keep them up to date as the planning process progresses. SLCG would like to see the site plan once we are at that stage.



Wazee Partners:1409-1471 Julian Street and 3315-3317 West 14th Avenue

Neighbor Meeting

June 27, 2023

Location: *Dwell Church, 3275 W 14th Ave., Denver, CO 80204*

Attendees: The Pachner Company, Wazee Partners, 8 Neighbors primarily from 14th and Knox and 14th and Julian

Meeting Summary

The team from The Pachner Company and Wazee Partners presented the proposed zoning to the most immediate neighbors who will be impacted by the proposed rezoning.

Overall the group is supportive of the project. The group of neighbors has been very involved in the newly adopted West Area Plan, so they were informed as to the density and height presented in the new plan. These immediate neighbors are supportive of the rezoning and were more curious about the timeline of the city process. In addition, there was a robust discussion around parking. As immediate neighbors to multi-family housing, their request was for an INCREASE in the parking required in the city code. They argued that most of the residents of these developments have more than 1 car per unit so the current parking guidelines do not meet the current need in the neighborhood. The neighbors are also well-informed on the Menola Homes project and understood the impact of that project on the immediate neighborhood.

As follow-up, the group asked that we continue to keep them up to date as the planning process progresses.



Wazee Partners: 20th West Colfax Neighborhood Festival Sponsor

August 5, 2023, 11am-3pm

Location: *Paco Sanchez Park, 1290 Knox Court, Denver, CO 80204*

Attendees: West Colfax Neighbors, Public

Event Summary

Wazee Sponsored the 20th West Colfax Neighborhood Festival. The event included free food, drinks, music, games, kid activities, workshops, fitness challenge, yoga, storytime, resource fair and raffle prizes! The event allowed time for the community to come together and have fun in a safe, free, welcoming environment.

The flier is included below.



20TH WEST COLFAX NEIGHBORHOOD FESTIVAL SATURDAY AUGUST 5, 2023

20º FESTIVAL DEL BARRIO
DE WEST COLFAX
SABADO
5 AGOSTO 2023



HOSTED BY:
PRESENTADO POR:

FREE food, drinks, music, games, kid activities, workshops, fitness challenge, yoga class, story-time, resource fair, raffle prizes and more!

Paco Sanchez Park
1290 Knox Ct.

11:00 AM - 3:00 PM

GRATIS: comida, bebida, música, juegos, actividades para niños, talleres, desafío de fitness, clase de yoga, cuentacuentos, feria de recursos, sorteo de premios y más!



Thank you
Sponsors!
¡Gracias
patrocinadores!





Wazee Partners:1409-1471 Julian Street and 3315-3317 West 14th Avenue

Tenants

August 24, 2023

Location: *Rodolfo “Corky” Gonzales Branch Library, 1498 Irving St., Denver, CO 80204*

Attendees: The Pachner Company, Wazee Partners, 7 Tenants, and translator from Community Language Cooperative

Meeting Summary

The team from The Pachner Company and Wazee Partners presented the proposed zoning to the tenants. The presentation was thorough and focused on what the rezoning means for the tenants and the timeline for their move to the Menola Homes. The tenants primarily expressed relief to know the process will be at least 2-3 years, their section 8 benefit follows them to Menola Homes, and that they will continue to be notified throughout the process. The Pachner Company offered to present to any of the tenants who could not attend the meeting and the group has received an email with the presentation as well as The Pachner Company contact information to contact with any questions as the process continues. The tenants asked questions about relocation to the new project which The Pachner Company and Wazee Partners emphasized is fully paid for and will only happen once Menola Homes is finished. If the Menola Homes Project does not come to fruition, Wazee Partners will provide housing within a 4 block radius on another scattered site for affordable housing. Regardless, the process is at least 2-3 years.

Exhibit E

Letter of Authorization for Steve Ferris and the Real Estate Garage, LLC to act as Representative

Please see following insert, inclusive of consent to rezone.

CONSENT OF THE GENERAL PARTNER AND LIMITED PARTNERS OF

G.A.O. HOMES PARTNERS, RLLLP

August 30, 2023

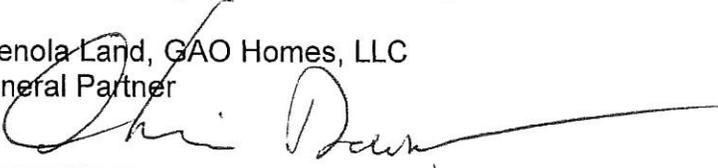
The undersigned being all of the Limited Partners and the sole General Partner of G.A.O. Homes Partners, RLLLP (the "Partnership") do hereby authorize and consent to (i) the Partnership's submission and processing of a Re-zoning Application for 1409-1471 N. Julian Street and 3317 W. 14th Avenue, Denver, CO 80204 (the "Properties"), (ii) the appointment of Endcap Holdings, LLC, as authorized agent of the Partnership to execute, deliver and process the application and amendments thereto; and (iii) authorize **Steve Ferris** and his firm, the **Real Estate Garage**, to represent **Endcap Holdings, LLC** and the Partnership with respect to all matters contemplated in the Re-zoning Application for the Properties.

IN WITNESS WHEREOF, the undersigned Partnership, General Partner and Limited Partners do hereby unanimously agree to this authorization.

THE PARTNERSHIP - GENERAL PARTNER:

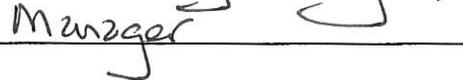
G.A.O. Homes Partners, RLLLP
a Colorado Limited Liability Limited Partnership

By: Menola Land, GAO Homes, LLC
Its General Partner

By: 
Chris Downs, Manager of the G.P.

LIMITED PARTNERS:

The Burgwyn Company, LLC

By: 
Name: 
Title: 

ENDCAP HOLDINGS, LLC

By: 
Tyler Downs, Manager

Exhibit F

Proof of Ownership and Agency

Please see following insert consisting of title commitments for 1409-71 N. Julian, and 3317 W. 14th Ave, both dated September 6 and September 11, 2023, respectively.

1409 N JULIAN ST

Owner	G A O HOMES PARTNERS RLLL 44 COOK ST STE400 DENVER, CO 80206-5828
Schedule Number	05052-07-040-000
Legal Description	L 27 TO 42 INC & S 6.25 FT OF L 43 BLK 2 COLFAX AVE SUB OF MAPLE GROVE SUB VAC JAVA CT ADJ
Property Type	RESIDENTIAL-APARTMENT
Tax District	DENVER

Print Summary

Property Description			
Style:	OTHER	Building Sqr. Foot:	16018
Bedrooms:		Baths Full/Half:	0/0
Effective Year Built:	1968	Basement/Finish:	0/0
Lot Size:	50,800	Zoned As:	G-RH-3

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

Current Year			
	Actual	Assessed	Exempt
Land		\$1,016,000	\$67,720 \$0
Improvements		\$2,073,900	\$140,300
Total		\$3,089,900	\$208,020

Prior Year			
	Actual	Assessed	Exempt
Land		\$1,016,000	\$69,090 \$0
Improvements		\$1,251,500	\$85,100
Total		\$2,267,500	\$154,190

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	1/31/2023	6/13/2023	
Original Tax Levy	\$6,130.98	\$6,130.98	\$12,261.96
Liens/Fees	\$924.63	\$0.00	\$924.63
Interest	\$92.46	\$0.00	\$92.46
Paid	\$7,148.07	\$6,130.98	\$13,279.05
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: **\$12,097.06**

Assessed Value for the current tax year

Assessed Land	\$69,090.00	Assessed Improvements	\$85,100.00
Exemption	\$0.00	Total Assessed Value	\$154,190.00

3317 W 14TH AVE

Owner G A O HOMES PARTNERS RLLLP
 44 COOK ST STE400
 DENVER, CO 80206-5828

Schedule Number 05052-05-014-000

Legal Description L 21 TO 24 INC EXC E 66 FT THEREOF BLK 2 GRAYS SUB OF MAPLEGROVE SUB & E 20 FT OF VAC JAVA CT ADJ

Property Type RESIDENTIAL-DUPLEX

Tax District DENVER

Print Summary

Property Description

Style:	OTHER	Building Sqr. Foot:	1284
Bedrooms:		Baths Full/Half:	0/0
Effective Year Built:	1968	Basement/Finish:	0/0
Lot Size:	8,221	Zoned As:	G-RH-3

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

Current Year

Actual	Assessed	Exempt
Land	\$534,400	\$35,140 \$0
Improvements	\$34,200	\$2,310
Total	\$568,600	\$37,450

Prior Year

Actual	Assessed	Exempt
Land	\$164,400	\$11,180 \$0
Improvements	\$75,300	\$5,120
Total	\$239,700	\$16,300

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	2/27/2023	6/13/2023	
Original Tax Levy	\$648.14	\$648.14	\$1,296.28
Liens/Fees	\$0.00	\$0.00	\$0.00
Interest	\$0.00	\$0.00	\$0.00
Paid	\$648.14	\$648.14	\$1,296.28
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: **\$1,278.22**

Assessed Value for the current tax year

Assessed Land	\$11,180.00	Assessed Improvements	\$5,120.00
Exemption	\$0.00	Total Assessed Value	\$16,300.00



DATE: September 18, 2023
FILE NUMBER: 100-00500925-201-7L7
PROPERTY ADDRESS: 1409-1471 Julian Street, Denver, CO 80204
BUYER/BORROWER: Endcap Holdings, LLC, a Colorado limited liability company
OWNER(S): G.A.O. Homes Partners, RLLLP, a Colorado limited liability limited partnership
YOUR REFERENCE NUMBER:
ASSESSOR PARCEL NUMBER: 0505207040000

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

TO: Escrow Officer	ATTN: Lindsey Mann PHONE: (720) 200-1227 FAX: (303) 633-7624 E-MAIL: lindsey.mann@fnf.com
Escrow Assistant	ATTN: Emily Tucker PHONE: (303) 291-9923 E-MAIL: emily.tucker@fnf.com
Title Officer	ATTN: Darrin Kunselman PHONE: (720) 200-1233 E-MAIL: darrin.kunselman@fnf.com
Sales Executive	ATTN: Darren Hone E-MAIL: darren.hone@fnf.com

TO: Endcap Holdings, LLC, a Colorado limited liability company 44 Cook Street Ste 400 Denver, CO 80206	ATTN: c/o Wazee Partners PHONE: FAX: E-MAIL:
---	---

TO: G.A.O. Homes Partners, RLLLP, a Colorado limited liability limited partnership 720 S Colorado Blvd Ste 505S Glendale, CO 80246	ATTN: c/o The Burgwyn Company PHONE: FAX: E-MAIL:
---	--

TO: The Burgwyn Company 720 S Colorado Blvd Ste 505S Glendale, CO 80246	ATTN: Henry Burgwyn PHONE: FAX: E-MAIL: henry@burgwyn.com
--	--

Commitment Transmittal
(Continued)

TO:	Wazee Partners 44 Cook Street Suite 400 Denver, CO 80206	ATTN:	Chris Downs
		PHONE:	(000) 000-0000
		FAX:	(000) 000-0000
		E-MAIL:	CDowns@wazeepartners.com

TO:	Wazee Partners 44 Cook Street Suite 400 Denver, CO 80206	ATTN:	Tyler Downs
		PHONE:	(000) 000-0000
		FAX:	(000) 000-0000
		E-MAIL:	tdowns@wazeepartners.com

TO:	Fidelity National Title Insurance, NCS Div (DTC) 8055 E. Tufts Ave #900 Denver, CO 80237	ATTN:	Lindsey Mann
		PHONE:	(303) 291-9977
		FAX:	(303) 633-7720
		E-MAIL:	lindsey.mann@fnf.com

END OF TRANSMITTAL



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 Florida (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.

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.

- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by 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 system, including any pertaining to environmental 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; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
- The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.

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- 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**

- 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 and is restricted to the terms and provisions of this Commitment.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

8. **PROFORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a proforma policy illustrating the coverage that the Company may provide. A proforma 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. This Commitment Condition 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

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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>.

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

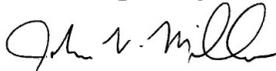
Issuing Agent: Fidelity National Title Insurance Co., National Commercial Services
Issuing Office: 8055 E Tufts Ave, Suite 900, Denver, CO 80237
Loan ID Number:
Issuing Office File Number: 00500925-201-7L7-DK2
Property Address: 1409-1471 Julian Street, Denver, CO 80204
Revision Number:

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **September 6, 2023**
2. Policy to be issued:
 - (a) **ALTA Owners Policy 6-17-06**
 Proposed Insured: **Endcap Holdings, LLC, a Colorado limited liability company**
 Proposed Amount of Insurance: **\$100,000.00**
 The estate or interest to be insured: **FEE SIMPLE**
 - (b) **None**
 Proposed Insured:
 Proposed Amount of Insurance: **\$0.00**
 The estate or interest to be insured: **FEE SIMPLE**
 - (c) **None**
 Proposed Insured:
 Proposed Amount of Insurance: **\$0.00**
 The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is:
Fee simple
4. The Title is, at the Commitment Date, [vested in](#):
G.A.O. Homes Partners, RLLLP, registered Colorado limited liability limited partnership
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

Countersigned by:



John Miller
Authorized Signature

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SCHEDULE A
(Continued)

PREMIUMS:

ALTA Owners Policy 7-1-06	629.00
Delete 1-4 commercial (upon requirements met and provided there is no recent, ongoing or anticipated construction on the land)	95.00
Tax Certificate	18.00

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27C170B ALTA Commitment for Title Insurance (Effective 7-1-21)

Page 2

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**EXHIBIT A
LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF DENVER, IN THE COUNTY OF DENVER, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

Lots 27 through 42 and the South 6.25 feet of Lot 43,
Block 2,
Colfax Avenue Subdivision of Maple Grove Subdivision,
City and County of Denver,
State of Colorado.

For Informational Purposes Only
Tax ID No.: **0505207040000**

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27C170B ALTA Commitment for Title Insurance (Effective 7-1-21)

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SCHEDULE B – PART I REQUIREMENTS

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.

Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

- d. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- e. Copy of Partnership Agreement and recordation of Statement of Authority for G.A.O. Homes Partners, RLLLP, a registered Colorado limited liability limited partnership pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.
- f. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Endcap Holdings, LLC, a Colorado limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- c) Recordation of Statement of Authority for Endcap Holdings, LLC, a Colorado limited liability company pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.
- d) Copies of resolution(s), agreements and/or other documentation necessary to establish the authority of parties executing on behalf of entities disclosed as part of an organizational structure managing said Limited Liability Company

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

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.

SCHEDULE B
PART I – REQUIREMENTS
(Continued)

- g. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): G.A.O. Homes Partners, RLLLP, registered Colorado limited liability limited partnership

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

- i. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
- j. The Company will require a survey of the subject Land, which is in compliance with minimum technical standards, prepared by a duly registered and licensed surveyor. If the owner of the Land the subject of this transaction is in possession of a survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be submitted to the Company for examination. In order to prevent delays, please furnish the survey at least 10 days prior to the close of this transaction.

If an existing survey is to be relied upon, an affidavit from the seller(s)/mortgagor(s) must be furnished to the Company stating that no improvements have been made on the Land the subject of this transaction or adjacent thereto subsequent to the survey presented to the Company.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

END OF SCHEDULE B – Part I

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.

27C170B ALTA Commitment for Title Insurance (Effective 7-1-21)

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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. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
5. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: The above exception will not appear on policies where closing and settlement has been performed by the Company.

7. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
8. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

9. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.

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EXCEPTIONS
(Continued)

10. Reservation of utility easement as contained in Deed recorded December 04, 1967 in [Book 9817 at Page 386](#).
11. Terms, conditions, provisions, agreements and obligations contained in the Rental Use Agreement by and between Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner and G.A.O. Homes, Inc. as set forth below:
- Recording Date: August 07, 2007
Recording No.: [Reception No. 2007123797](#)
12. Terms, conditions, provisions, agreements and obligations contained in the Colorado Housing and Finance Authority Regulatory Agreement as set forth below:
- Recording Date: August 07, 2007
Recording No.: [Reception No. 2007123801](#)
13. Terms, conditions, provisions, agreements and obligations contained in the Low-Income Housing Tax Credit Land Use Restriction Agreement as set forth below:
- Recording Date: December 26, 2007
Recording No.: [Reception No. 2007195509](#)
- Note: Partial Subordination to Land Use Restriction Agreement recorded December 26, 2007 at [Reception No. 2007195510](#)
14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Public Service Company of Colorado
Purpose: Utilities
Recording Date: October 14, 2016
Recording No.: [Reception No. 2016142734](#)

END OF SCHEDULE B – PART II

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.

DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title Insurance Co., National Commercial Services conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
 - The subject property may be located in a special taxing district.
 - A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
 - Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective January 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;

- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia privacy rights, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Fidelity National Title



NATIONAL COMMERCIAL SERVICES

8055 E. Tufts Ave, #900
Denver, CO 80237
Phone: (303) 291-9977

DATE: September 18, 2023
FILE NUMBER: 100-00500926-201-7L7
PROPERTY ADDRESS: 3315-3317 West 14th Avenue, Denver, CO 80204
BUYER/BORROWER: Endcap Holdings, LLC, a Colorado limited liability company
OWNER(S): G.A.O. Homes Partners, RLLLP, a Colorado limited liability limited partnership
YOUR REFERENCE NUMBER:
ASSESSOR PARCEL NUMBER: 05052-05-014-000

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

TO: Escrow Officer	ATTN: Lindsey Mann PHONE: (720) 200-1227 FAX: (303) 633-7624 E-MAIL: lindsey.mann@fnf.com
Escrow Assistant	ATTN: Emily Tucker PHONE: (303) 291-9923 E-MAIL: emily.tucker@fnf.com
Title Officer	ATTN: Darrin Kunselman PHONE: (720) 200-1233 E-MAIL: darrin.kunselman@fnf.com
Sales Executive	ATTN: Darren Hone E-MAIL: darren.hone@fnf.com

TO: Endcap Holdings, LLC, a Colorado limited liability company 44 Cook Street Ste 400 Denver, CO 80206	ATTN: c/o Wazee Partners PHONE: FAX: E-MAIL:
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TO: G.A.O. Homes Partners, RLLLP, a Colorado limited liability limited partnership 720 S Colorado Blvd Ste 505S Glendale, CO 80246	ATTN: c/o The Burgwyn Company PHONE: FAX: E-MAIL:
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TO: Wazee Partners 44 Cook Street Suite 400 Denver, CO 80206	ATTN: Tyler Downs PHONE: (000) 000-0000 FAX: (000) 000-0000 E-MAIL: tdowns@wazeepartners.com
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Commitment Transmittal
(Continued)

TO:	Wazee Partners 44 Cook Street Suite 400 Denver, CO 80206	ATTN:	Chris Downs
		PHONE:	(000) 000-0000
		FAX:	(000) 000-0000
		E-MAIL:	CDowns@wazeepartners.com

TO:	The Burgwyn Company 720 S Colorado Blvd Ste 505S Glendale, CO 80246	ATTN:	Henry Burgwyn
		PHONE:	
		FAX:	
		E-MAIL:	henry@burgwyn.com

TO:	Fidelity National Title Insurance, NCS Div (DTC) 8055 E. Tufts Ave #900 Denver, CO 80237	ATTN:	Lindsey Mann
		PHONE:	(303) 291-9977
		FAX:	(303) 633-7720
		E-MAIL:	lindsey.mann@fnf.com

END OF TRANSMITTAL



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 Florida (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.

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.

- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by 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 system, including any pertaining to environmental 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; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
- The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.

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- 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

- 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 and is restricted to the terms and provisions of this Commitment.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PROFORMA POLICY

The Company may provide, at the request of a Proposed Insured, a proforma policy illustrating the coverage that the Company may provide. A proforma 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. This Commitment Condition 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

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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>.

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

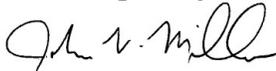
Issuing Agent: Fidelity National Title Insurance Co., National Commercial Services
Issuing Office: 8055 E Tufts Ave, Suite 900, Denver, CO 80237
Loan ID Number:
Issuing Office File Number: 00500926-201-7L7-DK2
Property Address: 3315-3317 West 14th Avenue, Denver, CO 80204
Revision Number:

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **September 11, 2023**
2. Policy to be issued:
 - (a) **ALTA Owners Policy 6-17-06**
 Proposed Insured: **Endcap Holdings, LLC, a Colorado limited liability company**
 Proposed Amount of Insurance: **\$100,000.00**
 The estate or interest to be insured: **FEE SIMPLE**
 - (b) **None**
 Proposed Insured:
 Proposed Amount of Insurance: **\$0.00**
 The estate or interest to be insured: **FEE SIMPLE**
 - (c) **None**
 Proposed Insured:
 Proposed Amount of Insurance: **\$0.00**
 The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is:
Fee Simple
4. The Title is, at the Commitment Date, [vested in:](#)
G.A.O. Homes Partners, RLLLP, a registered limited liability limited partnership
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

Countersigned by:



John Miller
Authorized Signature

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SCHEDULE A
(Continued)

PREMIUMS:

Owners Policy	629.00
Deletion 1-4 As long as requirements are met and there has been no recent or anticipated construction	95.00

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**EXHIBIT A
LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF DENVER, IN THE COUNTY OF DENVER, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

Lots 21 to 24,
Except the East 66 feet of said Lots,
Block 2,
Together with the East 20 feet of vacated Java Court adjoining said Lots,
Gray's Subdivision of Lots No. 1 & 16 of Maple Grove Subdivision,
City and County of Denver,
State of Colorado.

APN: 0505205014000

Parcel Numbers: **05052-05-014-000**

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SCHEDULE B – PART I REQUIREMENTS

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
4. 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.
5. Pay the agreed amount for the estate or interest to be insured.
6. Pay the premiums, fees, and charges for the Policy to the Company.
7. 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.

Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

- h. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
- i. Copy of Partnership Agreement and recordation of Statement of Authority for G.A.O. Homes Partners, RLLLP, a registered limited liability limited partnership pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.
- j. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Endcap Holdings, LLC, a Colorado limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

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SCHEDULE B
PART I – REQUIREMENTS
(Continued)

- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- k. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): G.A.O. Homes Partners, RLLLP, a registered limited liability limited partnership

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

- l. Furnish for recordation a partial release of deed of trust:

Amount: \$2,240,000.00
Dated: August 02, 2007
Trustor/Grantor: G.A.O. Homes Partners, RLLLP, a registered limited liability limited partnership
Trustee: Public Trustee of Denver County, Colorado
Beneficiary: Colorado Housing and Finance Authority
Loan No. 328427
Recording Date: August 07, 2007
Recording No: [Reception No. 2007123799](#)

Modification of Promissory Note and Deed of Trust:

Recording Date: November 26, 2008
Recording No: [Reception No. 2008161178](#)

- m. Furnish for recordation a termination statement terminating the financing statement described below

Debtor: G.A.O. Homes Partners, RLLLP
Secured Party: Colorado Housing and Finance Authority
Recording Date: August 7, 2007
Recording No: [Reception No. 2007123800](#)

- n. Satisfactory evidence must be furnished from the secretary or other duly qualified officer of the Association showing that all assessments and fees, including special assessments or payments due to others, such as master associations, are paid in full through the date of closing.

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SCHEDULE B
PART I – REQUIREMENTS
(Continued)

- o. The Company will require a survey of the subject Land, which is in compliance with minimum technical standards, prepared by a duly registered and licensed surveyor. If the owner of the Land the subject of this transaction is in possession of a survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be submitted to the Company for examination. In order to prevent delays, please furnish the survey at least 10 days prior to the close of this transaction.

If an existing survey is to be relied upon, an affidavit from the seller(s)/mortgagor(s) must be furnished to the Company stating that no improvements have been made on the Land the subject of this transaction or adjacent thereto subsequent to the survey presented to the Company.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

END OF SCHEDULE B – Part I

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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. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
5. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: The above exception will not appear on policies where closing and settlement has been performed by the Company.

7. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
8. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

9. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.

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EXCEPTIONS
(Continued)

10. Reservation of utility easement as contained in Deed recorded December 4, 1967 in [Book 9817 at Page 386](#).
11. Terms, conditions, provisions, agreements and obligations contained in the Rental Use Agreement by and between Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner and G.A.O. Homes, Inc., as set forth below:
- Recording Date: August 7, 2007
Recording No.: [Reception No. 2007123797](#)
12. Terms, conditions, provisions, agreements and obligations contained in the Colorado Housing and Finance Authority Regulatory Agreement as set forth below:
- Recording Date: August 7, 2007
Recording No.: [Reception No. 2007123801](#)
13. Terms, conditions, provisions, agreements and obligations contained in the Low-Income Housing Tax Credit Land Use Restriction Agreement as set forth below:
- Recording Date: December 26, 2007
Recording No.: [Reception No. 2007195509](#)
- NOTE: Partial Subordination to Land Use Restriction Agreement recorded December 26, 2007 at [Reception No. 2007195510](#).

END OF SCHEDULE B – PART II

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DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title Insurance Co., National Commercial Services conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
 - The subject property may be located in a special taxing district.
 - A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
 - Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

**FIDELITY NATIONAL FINANCIAL, INC.
PRIVACY NOTICE**

Effective January 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;

- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the “California Privacy” link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada’s telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

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601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Site Equity Scores and Recommended Actions

ACCESS TO OPPORTUNITY - Creating more equitable access to quality-of-life amenities, health, and education.

The site area's average score is 2.44. The specific metrics are defined below. The applicant is expected to consider additional proposals that are identified in Equity Menu of Strategies attached to this document.

Built Environment

	Social Determinants of Health	Access to Parks	Access to Fresh Food	Access to Healthcare	Child Obesity	Life Expectancy	Access to Transit	Access to Centers and Corridors
Score	4	4	1	2	2	2	4	2.66
	More Equitable	More Equitable	Less Equitable	Less Equitable	Less Equitable	Less Equitable	Has Access to Transit	50-74% of the area is covered by a walk, bike, and driveshed to a center or corridor

	Metric	Score	Description	Consideration for Improvement	Response from Applicant
	Social Determinants of Health	4 More Equitable	Measured by a) % of high school graduates or the equivalent for those 25 years of age or older and b) percent of families below 100% of the Federal Poverty Line.	<ul style="list-style-type: none"> Applicant commits to provide on-site income-restricted units, especially for 50% and below 	44 tax-credit housing units that are nearing obsolescence exist on site. After rezoning all the units, plus some additional, will be relocated to new units 1 block to the west (on Knox Street).
Built Environment	Access to Parks	4 More Equitable	Measured by % of living units within ¼-mile walk to a park or open space.	<ul style="list-style-type: none"> 	•Paco Sanchez Park is within 1/4-mile of the property
	Access to Fresh Food	1 Less Equitable	Measured by % of residents within ¼-mile walk to a full-service grocery store.	<ul style="list-style-type: none"> Applicant commits to promoting increased access to fresh food options Applicant commits to provide fresh food outlets on-site, such as a community garden 	not applicable
	Access to Healthcare	2 Less Equitable	<p>Access to Health Services - such as clinics, prenatal services, and more.</p> <p>20.61% of women receive no prenatal care during the first trimester of pregnancy in this area</p>	<ul style="list-style-type: none"> Applicant maps and identifies where existing facilities are in the area <p><i>This metric is not expected to be directly impacted by an applicant-driven rezoning but may be indirectly improved via other metrics</i></p>	Not applicable, but mapping can be provided
	Child Obesity	2 Less Equitable	Child Obesity measure % of children in the area that are overweight/obese.	<ul style="list-style-type: none"> Applicant commits to uses onsite that promote healthy food options. 	not applicable

			20.61% of children and youth are obese	<ul style="list-style-type: none"> Applicant commits to providing more open space than required on-site 	
	Life Expectancy	2 Less Equitable	Life expectancy (in years): 75.90	<i>This metric is not expected to be directly impacted by the applicant but may be indirectly improved via other metrics.</i>	The provision of new and updated units for existing residents may increase life expectancy
	Access to Transit	4	Has Access to Transit. Site was completely inside of a transit buffer ½ mile from high-capacity transit or ¼ mile from frequent transit	<ul style="list-style-type: none"> Applicant commits to promoting the use of and access to public transit 	<ul style="list-style-type: none"> The West Colfax Transit Corridor is immediately north of the site
	Access to Centers and Corridors	2.66	Average Score: 2.66 Total Evaluation: 50-74% of the area is covered by a walk, bike, and drivedshed to a center or corridor.	<ul style="list-style-type: none"> Applicant maps and identifies existing community services in the area 	The site's close proximity to the West Colfax Avenue Transit Corridor addresses this metric.

REDUCING VULNERABILITY TO DISPLACEMENT – Stabilizing residents and businesses who are vulnerable to involuntary displacement due to increasing property values and rents.

For Vulnerability to Involuntary Displacement, this area's average score is 2 out of 3. This means that the area is considered vulnerable to displacement. Specific metrics are defined below, along with considerations that align with the goals of the FNE Area Plan and Blueprint Denver. The applicant is expected to consider additional proposals that are identified in Equity Menu of Strategies attached to this document.

	Educational Attainment	Rental Occupancy	Median Household Income
Score	0	1	1
	Not Vulnerable	Vulnerable	Vulnerable

Metric	Score	Description	Consideration for Improvement	Response from Applicant
Educational Attainment	0 Not Vulnerable	Percent of 25-year-olds and older without a college degree: 46% Citywide Average: 49.7% Lack of opportunities for higher education can leave residents unable to make more money and get jobs to offset increased costs	<ul style="list-style-type: none"> Applicant to provide list of local resources for educational assistance 	not applicable
Rental Occupancy	1 Vulnerable	Percent of Renter Occupied: 67.9% Citywide Average: 49.55%	<ul style="list-style-type: none"> Applicant commits to providing options for for-sale units on site 	not planning for-sale units

Median Household Income

1 Vulnerable

Median Household income: \$72,250
Denver's Median household income: \$72,661

- Applicant commits to affordable housing on-site and to target the marketing of affordable units to the nearby community.

Any replacement housing development on the properties will be subject to EHA requirements

EXPANDING HOUSING DIVERSITY - providing a better and more inclusive range of housing in all neighborhoods.

For Housing Diversity, this area's average score is 4 out of 5, with the area scoring low on the amount of income restricted units. Specific metrics are defined below, along with considerations that align with the goals of the FNE Area Plan and Blueprint Denver. The applicant is expected to consider additional proposals that are identified in Equity Menu of Strategies attached to this document.

	Missing Middle Housing	Diversity of Bedroom Count Per Unit	Owners to Renters	Housing Costs	Income Restricted Units
Score	0	0	0	1	1
	Not Diverse	Not Diverse	Not Diverse	Diverse	Diverse

Metric	Score	Description	Consideration for Improvement	Applicant Response
Missing Middle Housing	0 Not Diverse	Percent Housing with 2-19 units: 12.34% Citywide:19% If an area had over 20% middle density housing units, it was considered "diverse", if it was less than 20% middle density it was considered "not diverse."	<ul style="list-style-type: none"> • Applicant commits to provide a diverse mix of residential types on-site: multi-family, duplex and single family • Applicant provides certain percentage of missing middle housing types 	<ul style="list-style-type: none"> • Any replacement housing development on the properties will be subject to EHA
Diversity of Bedroom Count Per Unit	0 Not Diverse	Ratio: 7.24 Mix Type: Low Measured by comparing the number of housing units with 0-2 bedrooms to the number of units with 3 or more bedrooms.	<ul style="list-style-type: none"> • Applicant commits to build units with a variety of bedroom counts • Applicant commits to provide a certain percentage of 3 + bedroom units 	<ul style="list-style-type: none"> • Any replacement housing development on the properties will be subject to EHA requirements
Owners to Renters	0 Not Diverse	Owners: 32.05% Renters: 67.95% Denver Owners: 50.45% Denver Renters: 49.55%	<ul style="list-style-type: none"> • Applicant commits to provide a strong mix of ownership vs rental properties 	<ul style="list-style-type: none"> • for sale housing is not planned at this time
Housing Costs	1 Diverse	Mix Type: Mixed The ratio of (a) housing units affordable to households earning up to 80% if the city's median income to (b) housing units affordable to households earning over 120% of the city's median income.	<ul style="list-style-type: none"> • Applicant should speak to affordable housing intent as relevant to page 65, 2.1.10 - Affordable Housing section of the FNE Area Plan • Applicant commits to provide income restricted units that are in the "missing middle" range (e.g. 100% AMI) 	<ul style="list-style-type: none"> • Any replacement housing development on the properties will be subject to EHA requirements

Income Restricted Units

1 Diverse

Income Restricted Units: 307
Citywide Average Income Restricted Units: 142.05

- Applicant commits to provide a specific amount of Income Restricted Units on-site

- Any replacement housing development on the properties will be subject to EHA requirements

EXPANDING JOB DIVERSITY - providing a better and more inclusive range of employment options in all neighborhoods.

Job Diversity in this area is similar to the City’s overall job mix, with fewer retail options compared to the city. Specific metrics are defined below, along with considerations that align with the goals of the FNE Area Plan and Blueprint Denver. The applicant is expected to consider additional proposals that are identified in Equity Menu of Strategies attached to this document.

Score	Retail 73.44%	Innovation 25%	Manufacturing 1.56%
	City Wide Average 56.7%	City Wide Average 35%	City Wide Average 8.3%

Metric	Score	Description	Consideration for Improvement	Applicant Response
Total Jobs	192 Jobs	Total Jobs per Acre: 1.71	<i>This metric is not expected to be directly impacted by the applicant but may be indirectly improved via other metrics.</i>	not applicable
Retail	141 Jobs 73.44%	This is more than the citywide Retail average of 56.7%		not applicable
Innovation	48 Jobs 25%	Retail Jobs per Acre: 1.26 This is greater than the citywide Innovation average of 35%		not applicable
Manufacturing	3 Jobs 1.56%	Innovation Jobs per Acre: 0.43 This is greater than the citywide Innovation average of 8.3% Manufacturing Jobs per Acre: 0.03		not applicable