



TO: Denver Planning Board
FROM: Libbie Adams, AICP, Associate City Planner
DATE: September 9, 2021
RE: Official Zoning Map Amendment Application #2021I-00045

Staff Report and Recommendation

Based on the criteria for review in the Denver Zoning Code, Staff recommends **approval** for Application #2021I-00045.

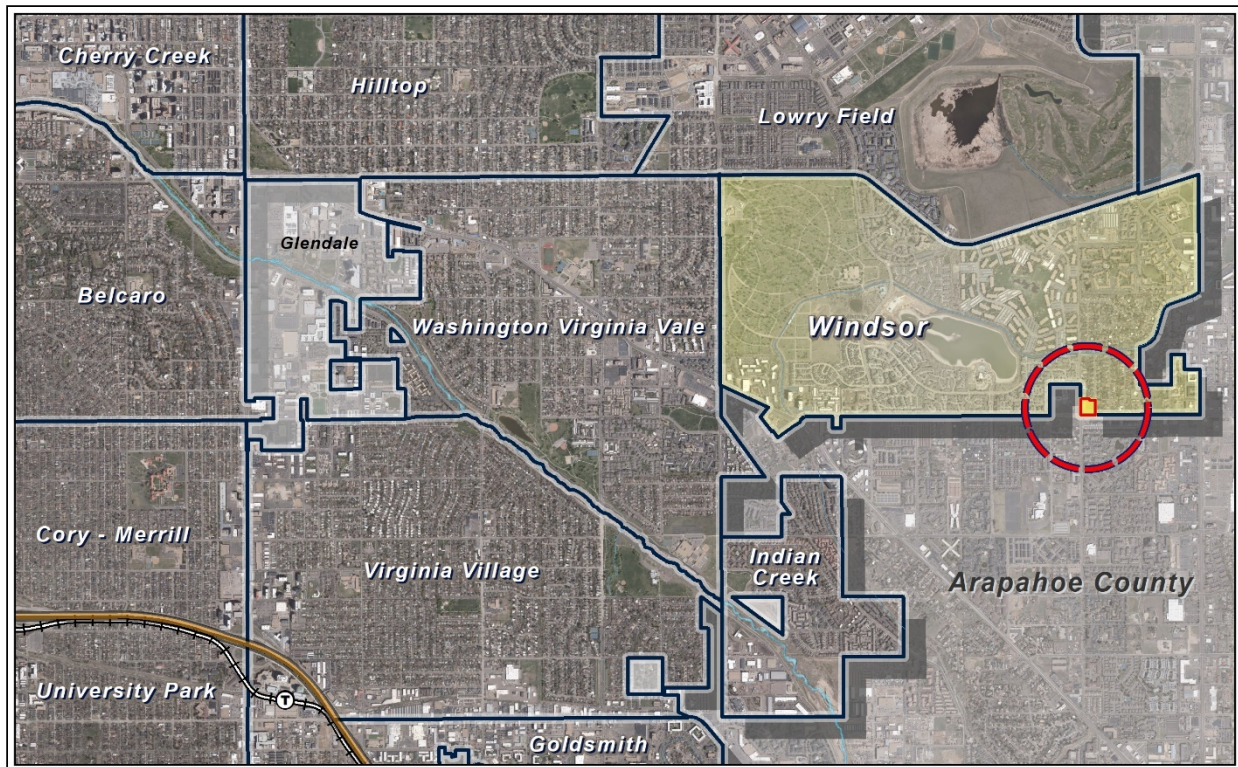
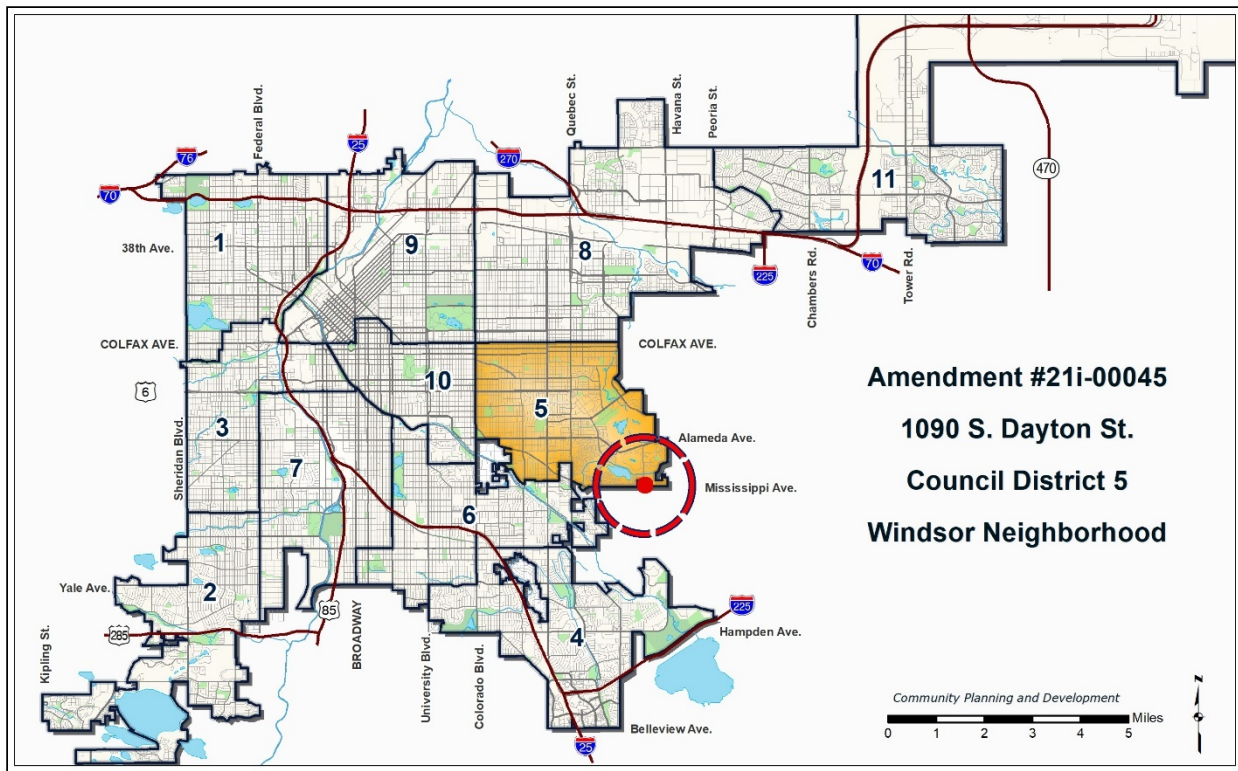
Request for Rezoning

Address: 1090 S. Dayton St.
Neighborhood/Council District: Windsor / Council District 5
RNOs: Rangeview Neighborhood Association, Neighborhood Coalitions of Denver, Inc., and Inter-Neighborhood cooperation (INC)
Area of Property: 84,100 square feet or 1.93 acres
Current Zoning: S-SU-I
Proposed Zoning: OS-B
Property Owner(s): Immanuel Mission Center Trust
Owner Representative: Joseph Skinner

Summary of Rezoning Request

- The subject property is vacant and located at the northeast corner of Mississippi Ave. and Dayton St.
- The property owner is proposing to rezone the property to develop a private swim club.
- The proposed OS-B, Open Space Recreation District B (for park and open space not owned by the city) zone district is intended for use in the Open Space Context which consists of all forms of public and private parks and open spaces” (DZC Section 9.3.2.1.). Structures in the OS-B district are typically the General building form. The maximum is 3 stories or 40 feet. Further details of the requested zone district can be found in the proposed zone district section of the staff report (below) and in Article 9 of the Denver Zoning Code (DZC).

Existing Context



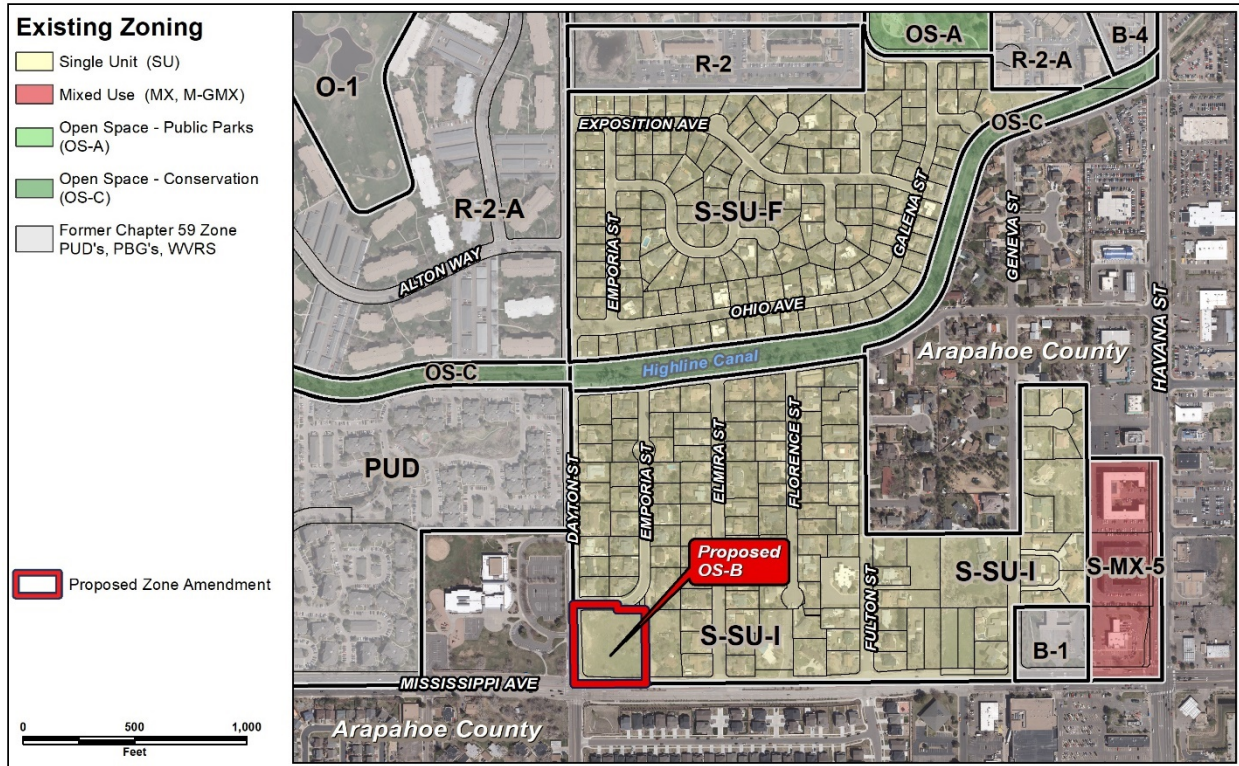


The subject property is in the Windsor statistical neighborhood, which is characterized primarily by single-unit residential uses east of Dayton St. and multi-unit residential west of Dayton St. Generally, there is a pattern of irregular blocks with no alley access. The site is bounded by Arapahoe County to the west and south. Bus Route 11 runs along Mississippi Avenue, directly south of the site with a 30-minute headway.

The following table summarizes the existing context proximate to the subject site:

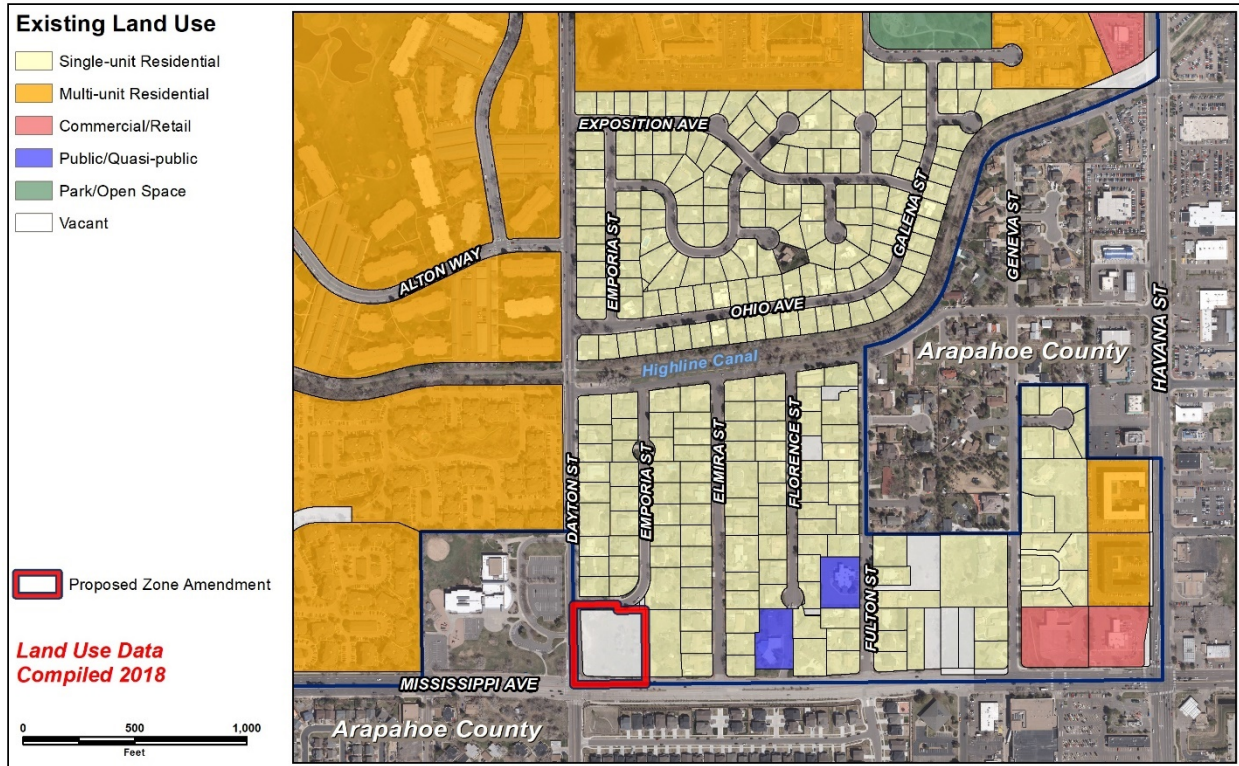
	Existing Zoning	Existing Land Use	Existing Building Form/Scale	Existing Block, Lot, Street Pattern
Site	S-SU-I	Vacant	Vacant	Block sizes and shapes are generally large with an irregular street grid.
North	S-SU-I	Single-unit Residential	2-story house with a curb cut on S. Emporia St.	
South	Arapahoe County	Single-unit Residential	2-story houses with curb cuts	
East	S-SU-I	Single-unit Residential	1-story house with curb cut onto Mississippi	
West	Arapahoe County	Public/Quasi-Public	2-story school with surface parking	

1. Existing Zoning



The S-SU-I zone district is a single-unit district allowing the Suburban House primary building forms on a minimum zone lot of 12,000 square feet. The maximum allowed height is 2.5 stories or 30 to 35 feet. S-SU-I allows two accessory structure forms: Detached Garage and Other Detached Accessory Structure with a maximum height of 15 to 17 feet. The intent of the district is to promote and protect residential neighborhoods within the character of the Suburban Neighborhood Context.

2. Existing Land Use Map



3. Existing Building Form and Scale (Source for all photos: Google Maps)



View of property looking north from Mississippi Ave.



View of the property to the south looking north.



View of the property to the east looking north from Mississippi Ave.



View of the property to the north, looking north.



View of the property to west looking west.

Proposed Zoning

OS-B is a district for parks and open spaces not owned by the city and allows only the General building form. The district mainly allows cultural, special purpose, and parks & open space uses with some educational, civic, and entertainment and recreation uses also permitted. Compared to the S-SU-I zone district, the OS-B district does not allow for residential uses but rather active and passive recreational uses. The General building form allows a maximum height of 3 stories or 40 feet. Additionally, setbacks of 20 feet from the primary street, side street, side interior, and rear are required for any structure.

The primary building forms allowed in the existing zone district and the proposed zone district are summarized below.

Design Standards	S-SU-I (Existing)	OS-B (Proposed)
Primary Building Forms Allowed	Suburban House	General
Maximum Height in Stories/Feet, Front 65% of Zone Lot*	3 stories / 30 - 35 feet	3 stories / 40 feet
Zone Lot Size (Min.)	12,000 square feet	N/A
Primary Street (Min.)**	20 feet	20 feet
Side Street (Min.)	5 feet	20 feet
Side Interior Setback (Min.)	5 feet	20 feet
Rear Alley / No Alley (Min.)	12 feet / 20 feet	20 feet
Building Coverage per Zone Lot including all accessory structures (Max.), not including exceptions	37.5 %	37.5%

*1' increase for every 5' increase in Zone Lot width over 50' up to a maximum height of 35'

**Based on section 13.1.5.9 Determination of Primary Street Setback Offset Distance

Summary of City Agency Referral Comments

As part of the DZC review process, the rezoning application is referred to potentially affected city agencies and departments for comment. A summary of agency referral responses follows:

Assessor: Approved – No response.

Asset Management: Approved – No comment.

Denver Public Schools: Approved – No response.

Department of Public Health and Environment: Approved – No response.

Denver Parks and Recreation: Approved – No response.

Transportation & Infrastructure - City Surveyor: Approved – See comments below.
 The recorded deed does not contain the caption but it is correct.

Development Services - Transportation: Approved – No response

Development Services – Wastewater: Approved – No response.

Development Services – Project Coordination: Approved – See comments below.
 Approved rezoning only – will require additional information at Site Plan Review.

Development Services – Fire Prevention: Approved – See comment below.
 Denver Fire Dept. Approved - RT

Public Review Process

	Date
CPD informational notice of receipt of the rezoning application to all affected members of City Council, registered neighborhood organizations, and property owners:	07/01/2021
Property legally posted for a period of 15 days and CPD written notice of the Planning Board public hearing sent to all affected members of City Council, registered neighborhood organizations, and property owners:	08/17/2021
Planning Board public hearing (unanimously recommended approval; one member of the public commented in opposition citing concerns with traffic and the inappropriateness of rezoning to OS-B.):	09/01/2021
CPD written notice of the Land Use, Transportation and Infrastructure Committee meeting sent to all affected members of City Council and registered neighborhood organizations, at least ten working days before the meeting:	09/08/2021
Land Use, Transportation and Infrastructure Committee of the City Council:	09/14/2021
Property legally posted for a period of 21 days and CPD notice of the City Council public hearing sent to all affected members of City Council and registered neighborhood organizations (tentative):	10/18/2021
City Council Public Hearing (tentative):	11/08/2021

- **Registered Neighborhood Organizations (RNOs)**
 - To date, staff has not received any comments from Registered Neighborhood Organizations.
- **Other Public Comment**
 - To date, staff has received eight comments in opposition to the proposed rezoning. The comments cited concerns with the traffic pattern, site access, and wastewater. Many of the commenters would like to see the site accessed from Mississippi Ave. However, Denver’s Department of Transportation and Infrastructure has reviewed a concept site plan and will require access to be from the street with the lowest classification, Emporia Street, in this case.

Additionally, one letter in opposition commented that OS-B is inappropriate, and the site could be developed under the existing S-SU-I zone district.

Criteria for Review / Staff Evaluation

The criteria for review of this rezoning application are found in DZC, Sections 12.4.10.7 and 12.4.10.8, as follows:

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

1. Justifying Circumstances
2. Consistency with Neighborhood Context Description, Zone District Purpose and Intent Statements

1. Consistency with Adopted Plans

The following adopted plans apply to this application:

- Denver Comprehensive Plan 2040 (2019)
- Blueprint Denver (2019)

Denver Comprehensive Plan 2040

The proposed rezoning is consistent with many of the adopted *Denver Comprehensive Plan 2040* strategies, including:

- Equitable, Affordable and Inclusive Goal 1, Strategy A – “Improve equitable access to resources that improve quality of life, including cultural and natural amenities, health care, education, parks, recreation, nutritious food and the arts” (p. 28).

OS-B allows for park and recreation uses in an area where access to recreation opportunities are more limited. Therefore, rezoning to OS-B will improve access to resources that will improve the quality of life for neighboring residents.

- Environmentally Resilient Goal 8, Strategy A – “Promote infill development where infrastructure and services are already in place” (p. 54).

The proposed map amendment will allow active and passive recreation uses on a vacant lot in a largely developed area where services such as water, stormwater, and transit already exist. This allows Denver to grow responsibly and promotes land conservation.

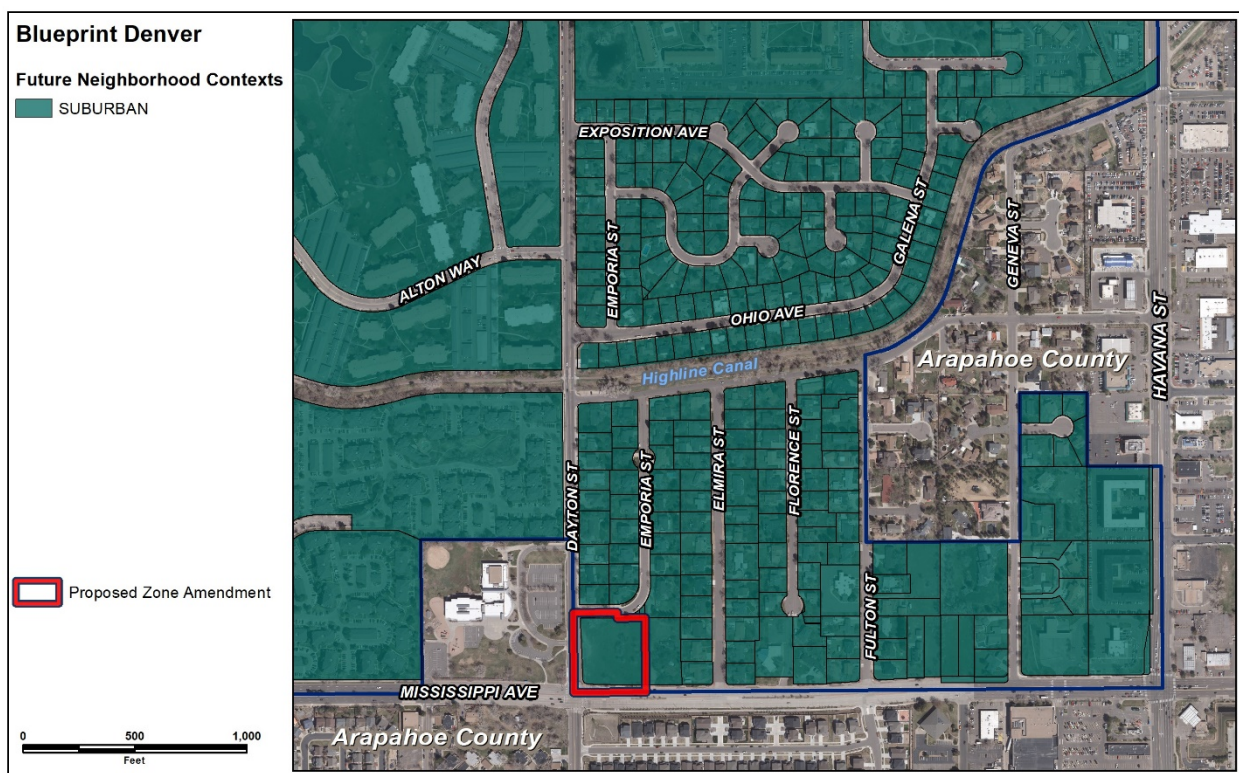
- Healthy and Active Goal 1, Strategy A – “Recognize parks, recreation and the urban forest as vital components of a complete community” (p. 58).

Rezoning to OS-B will allow more park and recreation opportunities in the Windsor neighborhood, which will lead to a more complete neighborhood.

Blueprint Denver

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 Low Residential place within the Urban Edge Neighborhood Context and provides guidance on the future growth strategy for the city.

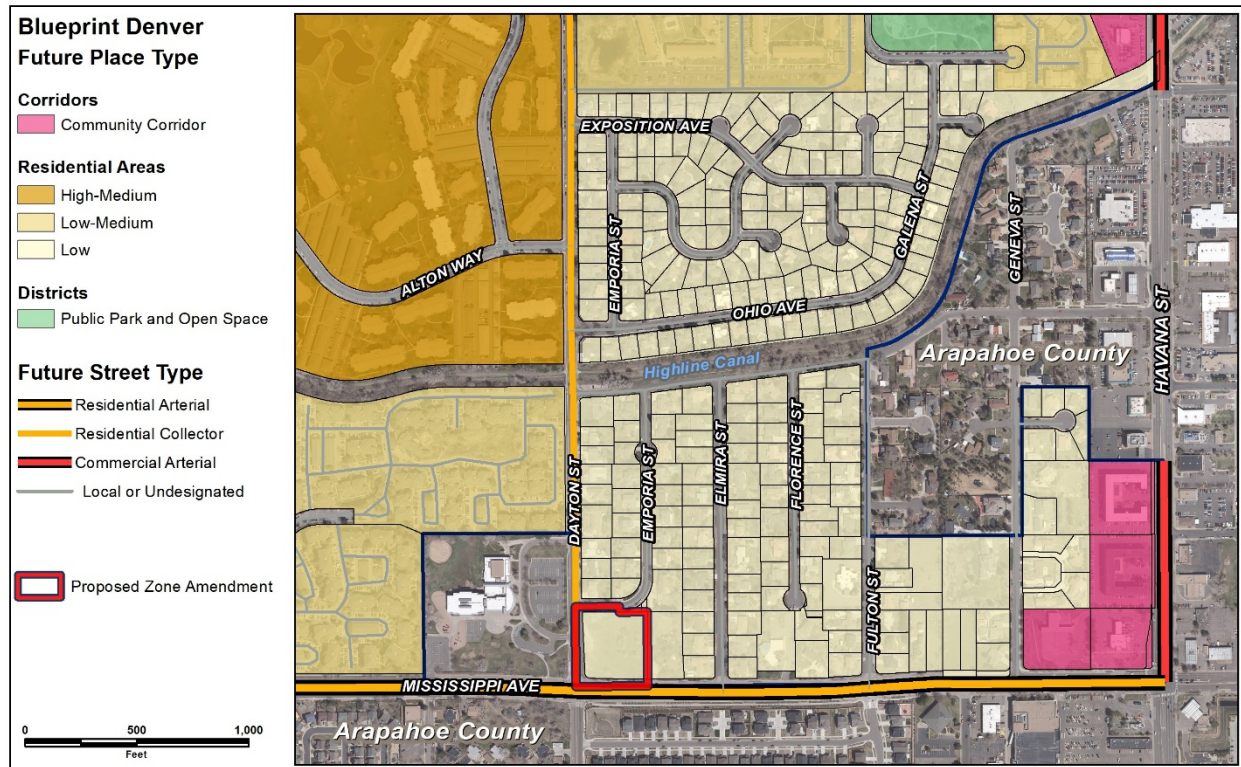
Blueprint Denver Future Neighborhood Context



In *Blueprint Denver*, future neighborhood contexts are used to help understand differences between land use, built form, and mobility at a high scale, between neighborhoods. The subject site is shown on the context map as the Suburban neighborhood context, the description of which is used to guide appropriate zone districts (p. 66). The Suburban neighborhood context is described as a "range of uses from single-unit and multi-unit residential to commercial corridors and centers" with irregular block patterns with curvilinear streets (p. 136). Parks and Open Spaces are important and necessary land uses within all of Denver's neighborhood contexts. OS-B is "intended to protect and promote open space and parks not otherwise owned, operated or leased by the City, and generally intended for active or passive recreation use" (DZC 9.3.2.1). OS-B is consistent with the future neighborhood context because parks and open spaces are important and necessary elements within a suburban neighborhood and supports

the variety of land uses included in the Suburban Neighborhood Context and to make complete neighborhoods.

Blueprint Denver Future Places



The subject site is designated within a Low Residential future place type on the *Blueprint Denver* Future Places map. This place type is “predominately single-unit uses on larger lots” and “limited mixed-use along some arterial and collector streets and at intersections...” (p. 215). Similar to the Suburban Single Unit districts, OS-B allows for some civic and institutional, education, cultural, park and open space, and public and religious assembly uses. The OS-B district also allows for limited entertainment and recreation uses, which is consistent with Blueprint’s guidance for intersections of collector and arterial streets. Therefore, the proposed rezoning is consistent with the Low Residential future place type because it will allow similar uses to that of the Suburban Single-unit districts while bringing a new recreational amenity to this area.

Blueprint Denver Street Types

In *Blueprint Denver*, street types work together with the future place to evaluate the appropriateness of the intensity of the adjacent development (p. 67). *Blueprint Denver* classifies Mississippi Ave. as a Residential Arterial, Dayton St. as a Residential Collector, and S. Emporia St. as a Local street. Arterial streets “are designed for the highest amount of through movement and the lowest degree of property access” (p. 154). Whereas Collector streets collect movement from local streets and move it to arterial streets. Residential streets such as Mississippi Ave. and Dayton St. are “primarily residential uses, but may also include schools, civic uses, parks, small retail nodes or other similar uses” (p. 160). “Local streets can vary in their land uses and are found in all neighborhood contexts. They are most often

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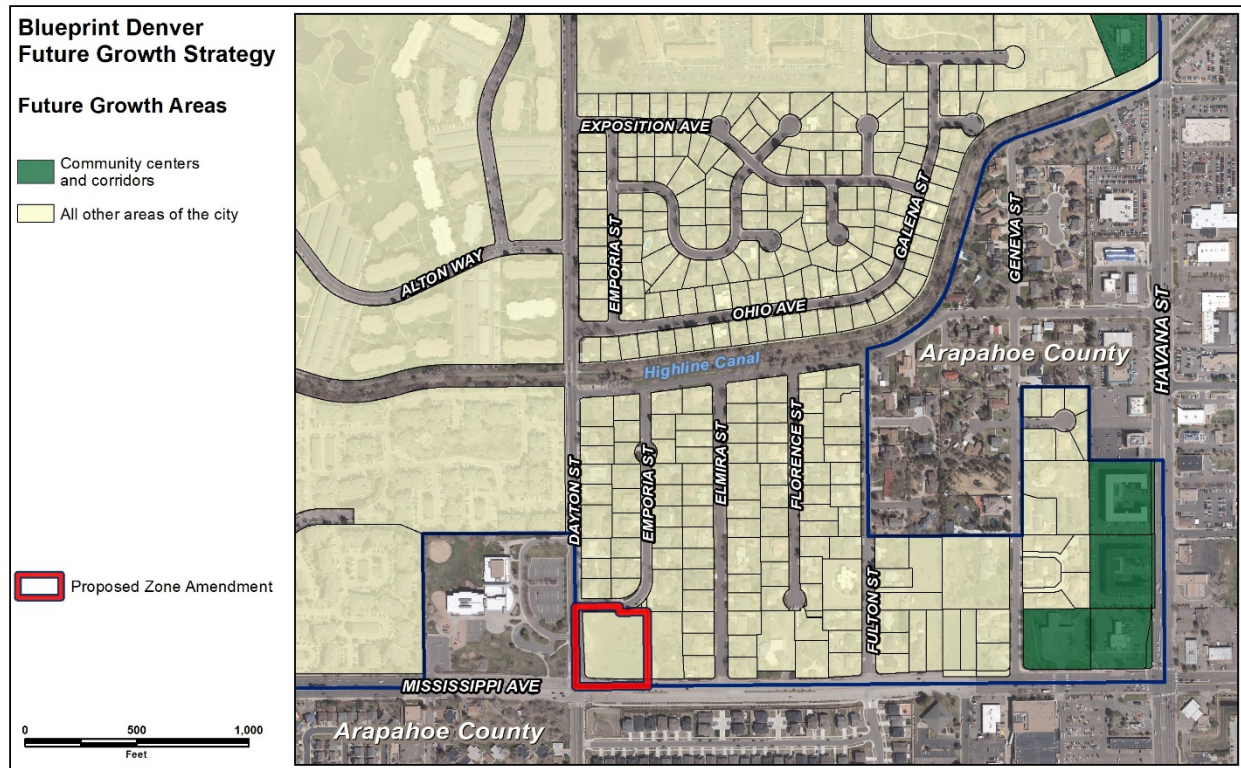
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characterized by residential uses” (p. 155). The proposed OS-B is consistent with the Future Street Types because it will allow for park, education, and civic uses.

Blueprint Denver 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 part of the "All other areas of the city" growth area. These areas anticipate experiencing around 20% of new housing growth and 10% of new employment growth by 2040 (p. 51). This growth area is "mostly residential areas with embedded local centers and corridors, take a smaller amount of growth intended to strengthen the existing character of our neighborhoods" (p. 49). The proposed map amendment to OS-B will allow low-intensity growth to the number of jobs in this area by allowing active and passive recreation uses. It will also support the future growth of this area by providing more opportunities for parks and open spaces.

2. Uniformity of District Regulations and Restrictions

The proposed rezoning to OS-B 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 of the City by enabling more recreational and park opportunities for neighboring residents will increase quality of life and health outcomes in the Windsor neighborhood. Additionally, according to the American Planning Association, an important aspect of a built environment that promotes health is having outdoor space for physical activity within a half-mile of where people live and work. This rezoning

promotes a healthy environment by increasing the number of residents within a half-mile of recreational opportunities.

4. Justifying Circumstance

The application identifies changing conditions in the area as the Justifying Circumstance 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 as 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; or that the city adopted the Denver Zoning Code and the property retained Former Chapter 59 zoning."

Since 2010, there have been a significant number of new infill residential development in both Denver and Arapahoe Counties. The increase in households in this area has created a need for greater access to recreational opportunities. The proposed rezoning to OS-B will bring more amenities to this growing area.

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

The requested OS-B zone district is within the Open Space Context. This context "consists of all forms of public and private parks and open spaces" (DZC, Division 9.3). Block pattern in this area vary "ranging from active parks with extensive access to environmentally sensitive areas where only limited access is appropriate" (DZC, Division 9.3). The Windsor neighborhood consists of mostly single-unit residential uses in irregular blocks with a couple of park districts. The proposed rezoning to OS-B is consistent with the neighborhood context description in that parks and open spaces are found in areas with irregular block patterns.

The specific intent of the OS-B zone district is "intended to protect and promote open space and parks not otherwise owned, operated or leased by the City, and generally intended for active or passive recreation use. The district allows more building coverage and a variety of active recreational facilities than in the OS-C district" (DZC 9.3.2.1.B.). The subject site is in an area where there is a growing number of residential units and a need for more recreational opportunities. The site at 1090 S. Dayton St. is intended to be a private recreation facility consistent with the intent of the proposed OS-B district.

Attachments

1. Application
2. Public Comments

Zone Map Amendment (Rezoning) - Application

PROPERTY OWNER INFORMATION*		PROPERTY OWNER(S) REPRESENTATIVE**	
<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION <input type="checkbox"/> CHECK IF POINT OF CONTACT FOR FEE PAYMENT***		<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION <input type="checkbox"/> CHECK IF POINT OF CONTACT FOR FEE PAYMENT***	
Property Owner Name	Ken Joo (IMMANUEL MISSION CENTER TRUST)	Representative Name	Joseph Skinner
Address	21187 E. Layton Lane	Address	715 S Glencoe St
City, State, Zip	Aurora, CO 80015	City, State, Zip	Denver, CO 80246
Telephone	720-982-6176	Telephone	251-232-1604
Email	kenjoo67@gmail.com	Email	joseph.m.skinner1@gmail.com
*All standard zone map amendment applications must be initiated by owners (or authorized representatives) of at least 51% of the total area of the zone lots subject to the rezoning. See page 4.		**Property owner shall provide a written letter authorizing the representative to act on his/her behalf. ***If contact for fee payment is other than above, please provide contact name and contact information on an attachment.	
SUBJECT PROPERTY INFORMATION			
Location (address):	1090 S Dayton St, Denver, CO 80247		
Assessor's Parcel Numbers:	0615402066000		
Area in Acres or Square Feet:	1.933 acres		
Current Zone District(s):	S-SU-I		
PROPOSAL			
Proposed Zone District:	OS-B		
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>James Larsen 6/23/2021</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 <u>Councilwoman Amanda Sawyer District 5 Zoom Meeting 5/6/2021</u> <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):</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 Rezonings: 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.

PROPERTY OWNER OR PROPERTY OWNER(S) REPRESENTATIVE CERTIFICATION

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

Property Owner Name(s) (please type or print legibly)	Property Address City, State, Zip Phone Email	Property Owner Interest % of the Area of the Zone Lots to Be Rezoned	Please sign below as an indication of your consent to the above certification statement	Date	Indicate the type of ownership documentation provided: (A) Assessor's record, (B) warranty deed, (C) title policy or commitment, or (D) other as approved	Has the owner authorized a representative in writing? (YES/NO)
EXAMPLE John Alan Smith and Josie Q. Smith	123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov	100%	<i>John Alan Smith</i> <i>Josie Q. Smith</i>	01/12/20	(A)	YES
Ken Joo Immanuel Mission Trust	1090 S Dayton St, Denver, CO 80247	100%		6/7/21	A	YES
						YES
						YES
						YES

LAND DESCRIPTION

TRACT 38,
RANGE VIEW, FOURTH FILING
EXCEPT THOSE PORTIONS CONVEYED TO THE CITY OF AURORA BY WARRANTY DEED RECORDED
JUNE 22, 1993 UNDER RECEPTION NO. R-93-0079834, CITY AND COUNTY OF DENVER, STATE OF
COLORADO.

CAPTION

A PARCEL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15,
TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY AND COUNTY OF DENVER, STATE OF COLORADO

Denver Property Taxation and Assessment System

[New Search](#)

1090 S DAYTON ST

Owner	Schedule Number	Legal Description	Property Type	Tax District
IMMANUEL MISSION CENTER TRUST 6446 TRAPPER CT PARKER, CO 80134-2757	06154-02-066-000	RANGE VIEW 4TH FLG TR-38 EXC BEG 6.91FT W OF SE COR TR-38 THW 268.7FT CV/R 23.54FT N 285FT E 2.05FT S 3DEG06MIN21 SEC E175.11FT S 94.63FT CV/L 38.13FT CV/L 249.89FT TO POB	VACANT LAND	DENVER

[Summary](#)
[Property Map](#)
[Assessed Values](#)
[Assessment Protest](#)
[Taxes](#)
[Neighborhood Sales](#)
[Chain of Title](#)

Chain Of Title Records

Reception Number	Reception Date	Instrument	Sale Date	Sale Price	Grantor	Grantee
2010077616	7/13/2010	SW	7/13/2009	\$0	JOO,BONG JONG & SARAH	IMMANUEL MISSION CENTER TRUST
2006020743	2/1/2006	QC	1/20/2006	\$10	JOO,KEN & BONG JONG & KYUNG	JOO,BONG JONG & SARAH
0000074289	6/10/1997	WD	6/6/1997	\$131,469	STANN,PAUL	JOO,KEN & BONG JONG & KYUNG
0000108101	9/5/1995	WD	8/25/1995	\$65,000	STOOKESBERRY,JENENE	STANN,PAUL

Denver Comprehensive Plan 2040

Describe how the proposed map amendment is consistent with *Denver Comprehensive Plan 2040*'s a) equity goals, b) climate goals, and c) any other applicable goals/strategies.

Equity Goals

Equitable, Affordable, and Inclusive Goal 1, Strategy A: "Improve equitable access to resources that improve quality of life, including cultural and natural amenities, health care, education, parks, recreation, nutritious food and the arts" (p. 28).

- ✓ Outdoor swimming is a valued, seasonal, and recreational activity in Denver. The Windsor neighborhood and Rangeview Neighborhood Association do not have convenient access to a neighborhood swim club or municipal pool. Rezoning to OS-B will greatly increase the neighborhood's quality of life through swimming and outdoor recreation in preserved green space without having to leave the community.

Equitable, Affordable, and Inclusive Goal 7, Strategy A: "Encourage the integration of age-friendly community features into public and private development" (p. 30).

- ✓ OS-B will allow age-friendly community features in private parks and recreation uses. The proposed use would include a children's low depth pool, family pool area, as well as lap lanes. Swimming is a low-impact exercise that will appeal to infants and the elderly alike. The green space will feature activities for all ages as well with shade structures and lounging areas, yard games, a playground, and bocce ball.

Environmentally Resilient (Climate) Goals

Goal 8, Strategy A: "Promote infill development where infrastructure and services are already in place" (p. 54).

- ✓ Rezoning from S-SU-I to OS-B will enable development of this raw parcel that has existed unused since record keeping in Denver began. Notably, infrastructure exists already to support the project, including water, sewer, Xcel Energy, and Comcast services. Over the years, there have been two attempts at re-zoning for multi-unit housing on this parcel, but the projects were vehemently opposed by the Rangeview Neighborhood Association and ultimately deemed no-go's. In our informal meeting with the RNO, the conversation on rezoning to accommodate our swim club project concluded with applause and excitement over a value-add proposal that fits the neighborhood's needs.

Goal 4, Strategy A: "Embrace stormwater as an asset and integrate it into the design of streets, open spaces and neighborhoods." (p. 53)

- ✓ Our design includes a rain garden to capture and filter or infiltrate the water quality capture volume (WQCV) and will also help provide a landscape buffer between the parking and the public right-of-way. We also plan for a landscaped swale buffer on the north side of the pool that will also provide stormwater quality and enhanced landscaping.

Healthy and Active Goals

Goal 1, Strategy A: “Recognize parks, recreation and the urban forest as vital components of a complete community.” (p. 58)

- ✓ Rezoning to OS-B creates a net new environment that supports physical activity and healthy living through recreation opportunities in the Windsor neighborhood. OS-B is a district that allows for parks and recreation uses consistent with this strategy and the idea of complete communities, and green space is currently lacking for residents in the area. Our plan is to have a single-level pool building with a minimal presence that will not overshadow the neighborhood. The remainder is intended as green space for lounging and additional outdoor recreation like bocce ball, yard games, and a playground.

Goal 1, Strategy B: “Promote walking, rolling and biking through the development of a safe and interconnected multimodal network.” (p. 58)

- ✓ OS-B is a private park and open space district that will be well connected to the neighborhood and is in close proximity to the High Line Canal Trail. Strategically located in the Rangeview Neighborhood Association and broader Windsor neighborhood will allow members to easily walk and bike without a carbon footprint. For any members venturing in from other neighborhoods, the location is .2 miles (a 5-minute walk) from the High Line Canal Trail, offering a great alternative to driving.

Blueprint Denver

In this section of the attachment, describe how the proposed map amendment is consistent with: a) the neighborhood context, b) the future place type, c) the growth strategy, d) adjacent street types, e) plan policies and strategies, and f) equity concepts contained in **Blueprint Denver**.

Neighborhood Context

Future Neighborhood Context Suburban (p. 189):

“The suburban context represents the most varied development in Denver’s neighborhoods. Homes in this context area largely single-unit but can also include high intensity residential. Commercial development is focused along main corridors and centers bordering residential areas. Although this context is more auto-oriented than others, there should be quality multimodal connectivity.

The aspiration of the suburban context in Denver is different than traditional suburban development of the past. Especially compared to other parts of the metro area, Denver’s suburban areas are still more urban in nature and suburban places should reflect that. Residents of this context should be able to walk and bike to neighborhood destinations safely, though the trips may be longer than in other contexts.”

- ✓ The proposed map amendment to Open Space Recreation District is consistent with the Suburban Neighborhood Context, as it offers outdoor recreation to the mostly residential community. The parcel is located off Mississippi Avenue (a residential arterial) and S Dayton Street (a residential collector), which keeps traffic at the entrance of the neighborhood instead of disrupting quiet streets, with easy walkable and bikeable access from the Windsor neighborhood itself as well as access from the High Line Canal Trail via S Dayton Street.

Future Place Type

Future Places Designation Low Residential (p. 198):

“Generally characterized by single-unit uses on larger lots. Accessory dwelling units and compatible two-unit uses are appropriate and can be thoughtfully integrated. Limited mixed-use along some arterial and collector streets and at intersections, as well as where commercial uses have been already established. Vacant institutional uses on corners or select sites may be appropriate locations to introduce additional suburban residential intensity. There is a mix of attached and detached garage forms. Buildings are typically up to 2.5 stories in height.”

- ✓ OS-B allows for civic and institutional uses, which are also permitted and consistent within low residential areas. We are proposing a single-level pool building of 2,496 square feet, which is roughly equivalent to a single-unit home in the surrounding neighborhood. The parcel is also located at the corner of a busy intersection (E Mississippi Ave. and S Dayton St), which serves to minimize traffic traversing the neighborhood.

Growth Strategy

- The updated Blueprint Denver 2019 provides a more nuanced way to handle growth, directing growth to key centers, corridors and high-density residential areas that align with transportation options.
- Most growth is guided to regional centers, community centers and corridors, select districts and higher intensity residential areas.
- Other areas of the city are still expected to see some, more limited, growth
- ✓ OS-B will allow recreation uses that accommodate future growth in the area by bringing in more families, from those visiting throughout the summer to increased numbers of families with children desiring to live in the adjacent neighborhood. When we met with the Rangeview Neighborhood Association at the site, they acknowledged that they know the land will be developed. They emphasized that they want a value-add to the community, not a gas station, multi-unit housing, or a liquor store. Rezoning to OS-B will enable us to build a new community focal point that provides summer recreation and fosters a deeper sense of community. The neighborhood will derive much greater utility taking their families to swim throughout the summer than passing an overgrown, empty parcel on their way in and out of the neighborhood.

Adjacent Street Types

Mississippi Ave.: Residential Arterial

- Primarily residential uses, but may also include schools, civic uses, parks, small retail nodes and other similar uses. Buildings on residential streets usually have a modest setback. The depth of the setback varies by neighborhood context.

S Dayton St.: Residential Collector

- ✓ OS-B allows for civic and park uses consistent with the future street type designations of residential arterial and residential collector.

Plan Policies and Strategy

Mobility – Policy 1, Strategy D: “Increase the number of services and amenities that are available by walking, rolling and biking by integrating more local centers and corridors into residential areas, especially for areas that score low in Access to Opportunity.” (p. 108)

- ✓ OS-B will allow for parks and open space which will increase the amenities in the Rangeview neighborhood. There are approximately 186 single-family homes north of E Mississippi Avenue, south of the High Line Canal Trail, east of S Dayton St, and west of S Havana St that can conveniently access the parcel without needing to cross major intersections.

Equity Concepts

- Improving Access to Opportunity, Neighborhood Equity Index, (c): “Access to parks: percent of living units within ¼ mile (10-minute walk) to a quality park or open space” (p. 54)
- ✓ At present, there is limited access to recreational opportunities for the Rangeview Neighborhood Association within a 10-minute walk. Rezoning 1090 S Dayton St to OS-B would bolster equity indices for this unserved neighborhood.

Public Health, Safety and General Welfare

Please provide an additional section describing how the requested rezoning furthers the public health, safety and general welfare of the City.

- ✓ Rezoning to OS-B provides the Windsor neighborhood access to open space recreation opportunities. Our goal is for the proposed use to be a safe environment for the enjoyment of all ages and an extension of community members’ backyards.

Justifying Circumstances

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.

- ✓ Changing conditions in this area provide a justifying circumstance in that there are a significant number of new infill residences in both Denver and Aurora and a demand for more recreation opportunities. Rezoning to OS-B will allow for more park and recreation uses in this growing area.

Neighborhood Context, Purpose and Intent

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.

Open Space Context Description (Section 9.3.1)

“The Open Space Context consists of all forms of public and private parks and open spaces. The context accommodates sites ranging from very active to completely passive, and from those embedded in a neighborhood to sites that are large enough to stand along. Active sites may include hiking use areas such as ball fields, while passive areas focus on resource protection, trails, walking, and biking.”

- ✓ OS-B is an open space district consistent with this general purpose through swimming and green space recreation opportunities for residents of the community including a playground, yard games, and a bocce court. The parcel is located off Mississippi Avenue (a residential arterial) and S Dayton Street (a residential collector) so that traffic will not traverse the interior of the neighborhood, with easy walkable and bikeable access from the High Line Canal Trail via S Dayton Street.

OS-B Purpose (Section 9.3.2.1)

“The OS-B district is intended to protect and promote open space and parks not otherwise owned, operated or leased by the City, and generally intended for active or passive recreation use. The district allows more building coverage and a variety of active recreational facilities than in the OS-C district.”

- ✓ With the infill lot having been rejected twice by the community for rezoning to accommodate multi-unit housing development, we believe the Open Space Recreation District designation is a much stronger fit for the surrounding neighborhood, as it is meant to promote health, wellness, and access to green space for the residential community. Our swim club project has a minimal, single-level building footprint that at 2,496 square feet is equivalent to the size of homes in the neighborhood, and we intend to cohesively integrate into the surrounding building form and design standards. The unique size and associated cost of the parcel at 1090 S. Dayton Street is not conducive for development of a single-family home under its current designation of S-UI-I.

Specific Intent (Section 9.3.2.1)

Open Space Recreation District (OS-B)

- The OS-B district is intended to protect and promote open space and parks not otherwise owned, operated or leased by the City, and generally intended for active or passive recreation use. The district allows more building coverage and a variety of active recreational facilities than in the OS-C district.
- ✓ We believe the specific intent of the Open Space Recreation District compliments the general purpose of the Suburban Neighborhood Context. Rezoning to create active recreation uses will increase Windsor neighborhood desirability and introduce a valuable asset that will be highly valued by the overall community.

Rezoning to Address a Community Need

In Denver, building and owning a backyard pool is a rare and impractical option to pursue given that the climate for swimming outside is a few months out of the year, with draining and maintenance required the rest of the time. When we bought our home in Washington Virginia Vale in 2017, we were excited to find an outdoor neighborhood swim club, especially for once we started a family. To our dismay, we learned we were added to the bottom of Virginia Vale Swim Club's 4–6-year waitlist. We decided to broaden our search and quickly discovered that all the swim clubs within a 4-mile radius had multi-year waitlists, one as long as 17 years! As of 2021 and with the arrival of our firstborn, we are still 130+ names down on the waitlist, and the total number of families waiting is close to 400 for that swim club alone. This is how we discovered an unaddressed need in the community and a niche opportunity for starting a local business.

Parcel Location

1090 S. Dayton Street is a raw 1.933-acre parcel at the corner of South Dayton Street and East Mississippi Avenue in Denver's Windsor neighborhood in the Rangeview Neighborhood Organization. It is ideally placed within a 4-mile radius of three competitor swim clubs that are all at capped membership capacity with long waitlists. Families with children will not want to wait 3 to 17 years for access to a swim club, when alternative membership is readily available in close proximity. Children continue to age each passing summer, and every summer on a waitlist means lost families memories of splashing around in their neighborhood pool.

Service

High Line Swim Club will be a family and community-focused private swim club, offering outdoor pool recreation and green space amenities to member families from Memorial Day to Labor Day. The grand opening is planned for May 2023. Membership will grant access to a 6-lane lap pool, children's low depth pool with a play feature, and an adjoining family play area. Green space amenities will include a bocce ball court, a playground, pavilion use, access to barbeque grills, and social events throughout the season. The swim club aims to provide members of all ages a safe, fun, and welcoming summer oasis that can be thought of as an extension of one's own backyard.

Value-Add to the Community

Rezoning from the current designation S-SU-I to OS-B will enable this vision to become reality and grant member families access to this proposed seasonal, outdoor swim club. In an informal meeting of 30-40 members of the Rangeview Neighborhood Organization, their questions and engagement showed they understood the project's value-add to their community through preserving green space and providing recreational access in their neighborhood. The informal gathering at the parcel concluded with a round of applause.

City Council District 5

- Date: Thursday, May 6, 2021
 - Contact: Councilwoman Amanda Sawyer
 - Meeting Type: Virtual Meeting
 - Feedback: Councilwoman Sawyer initiated the conversation stating that she and her family had waited 5 years on 3 separate pool waitlists before getting into a swim club and acknowledged that there is an unfulfilled demand in the community. She reached out to zoning on our behalf inquiring whether there was any other possible designation that we could use without having to go through the estimated 8-month process.

Rangeview Neighborhood Organization

- Date: Monday, May 10, 2021
 - Contact: Roger Miller, President of the RNO
 - Meeting Type: Virtual Meeting
 - Feedback: Roger Miller indicated that he raised his kids going to Lowry Swim Club (which also has a waitlist) and now takes his grandkids there, too. He considers the seasonal, outdoor swim club proposal as a positive for the neighborhood and will be interested to engage on logistics such as parking.

- Date Mailed: Monday, May 10, 2021
 - Contact: All homes in the Rangeview Neighborhood Organization
 - Mailer Content:



Rangeview Letter.pdf

- Date: Thursday, May 20, 2021
 - Contact: 30-40 attendees from the Rangeview Neighborhood Organization
 - Meeting Type: Informal meeting at the 1090 S. Dayton Street parcel
 - Description of Feedback: The neighborhood gathered and asked many questions about the project. Overall, the reception was very positive, and the meeting concluded with applause (which they admitted they had never done over any proposed project for the parcel). Some residents even wished to commit to joining the swim club already.

Challenge School – Cherry Creek School District

- Date: Friday, March 19, 2021
 - Contact: Vicky Lisi, Director of Planning & Enrollment at Cherry Creek Schools
 - Meeting Type: Phone Call
 - Description of Feedback: Vicki was supportive of the project. The Cherry Creek School District is interested in entering a joint use agreement to access overflow parking. High Line Swim Club will be fully operational and in need of additional parking during the summer months (Memorial to Labor Day), and the school needs additional parking at times during the school year for events such as graduation. See attachment “Letter of Support – Challenge School”.

Challenge School parking / overflow

6 messages

Lisi, Victoria A <vlisi@cherrycreekschools.org>
To: Joseph Skinner <joseph.m.skinner1@gmail.com>
Cc: Lydia Skinner <lydia.l.skinner@gmail.com>

Fri, Mar 19, 2021 at 10:13 AM

Hi Joseph,

Thank you for calling today to speak about your development project at 1090 S Dayton St, across from the Challenge School.

The Cherry Creek School District is interested in entering a joint use agreement with you to access overflow parking. Your Open Space project will be fully operational and in need of additional parking during the summer months (Memorial Day to Labor Day), and the school is in need of additional parking at times during the school year.

Please keep me posted about your project and let me know when you need the Joint Use Agreement initiated.

Thanks.

Vicky

Vicky Lisi

Director, Planning & Enrollment

Auxiliary Services Center

4850 S Yosemite St

Greenwood Village, CO 80111

Office: 720-554-4244

Cell: 720-584-1428

vlisi@cherrycreekschools.org

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-5-19) (Mandatory 7-19)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**CONTRACT TO BUY AND SELL REAL ESTATE
(LAND)
 Property with No Residences
 Property with Residences-Residential Addendum Attached**

Date: January 25, 2021

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. 1090 S. Dayton St, LLC and/or assigns (Buyer) will take title to the Property described below as Joint Tenants Tenants In Common Other To be provided by the Byer.

2.2. No Assignability. This Contract IS NOT assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. Immanuel Mission Center Trust (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Denver, Colorado:

**RANGE VIEW 4TH FLG TR-38 EXC BEG 6.91FT W OF SE COR TR-38 THW 268.7FT CV/R
23.54FT N 285FT E 2.05FT S 3DEG06MIN21 SEC E175.11FT S 94.63FT CV/L 38.13FT CV/L
249.89FT TO POB**

known as No. 1090 South Dayton St Denver CO 80247,
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions**:

N/A

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

2.5.2. Personal Property - Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except N/A. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.6. Exclusions. The following items are excluded (Exclusions):

If any shall be included

2.7. Water Rights, Well Rights, Water and Sewer Taps.

2.7.1. Deeded Water Rights. The following legally described water rights:

If any shall be included

Any deeded water rights will be conveyed by a good and sufficient TBD deed at Closing.

53 **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3, 2.7.4
54 and 2.7.5, will be transferred to Buyer at Closing:

55 If any shall be included
56
57

58 **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if
59 the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes,
60 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered
61 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a
62 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in
63 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is
64 TBD.

65 **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

66 If any shall be included
67
68

69 **2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being
70 conveyed as part of the Purchase Price as follows:

71 If any shall be included
72
73

74 **If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of
75 the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.**

76 **2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water),
77 § 2.7.3 (Well Rights), § 2.7.4 (Water Stock Certificates), or § 2.7.5 (Water and Sewer Taps), Seller agrees to convey such rights to
78 Buyer by executing the applicable legal instrument at Closing.

79 **2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

80 N/A
81
82

83 **3. DATES, DEADLINES AND APPLICABILITY.**

84 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	5 Days Following MEC
		Title	
2	§ 8.1, 8.4	Record Title Deadline	15 Days Following MEC
3	§ 8.2, 8.4	Record Title Objection Deadline	110 Days Following MEC
4	§ 8.3	Off-Record Title Deadline	15 Days Following MEC
5	§ 8.3	Off-Record Title Objection Deadline	110 Days Following MEC
6	§ 8.5	Title Resolution Deadline	120 Days Following MEC
7	§ 8.6	Right of First Refusal Deadline	N/A
		Owners' Association	
8	§ 7.2	Association Documents Deadline	15 Days Following MEC
9	§ 7.4	Association Documents Termination Deadline	120 Days Following MEC
		Seller's Disclosures	
10	§ 10.1	Seller's Property Disclosure Deadline	15 Days Following MEC
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	N/A
		Loan and Credit	
12	§ 5.1	New Loan Application Deadline	30 Days Following MEC
13	§ 5.2	New Loan Termination Deadline	30 Days prior to Closing
14	§ 5.3	Buyer's Credit Information Deadline	N/A
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	N/A
16	§ 5.4	Existing Loan Deadline	N/A
17	§ 5.4	Existing Loan Termination Deadline	N/A

18	§ 5.4	Loan Transfer Approval Deadline	N/A
19	§ 4.7	Seller or Private Financing Deadline	N/A
		Appraisal	
20	§ 6.2	Appraisal Deadline	90 Days Following MEC
21	§ 6.2	Appraisal Objection Deadline	110 Days Following MEC
22	§ 6.2	Appraisal Resolution Deadline	120 Days Following MEC
		Survey	
23	§ 9.1	New ILC or New Survey Deadline	30 Days Following MEC
24	§ 9.3	New ILC or New Survey Objection Deadline	110 Days Following MEC
25	§ 9.3	New ILC or New Survey Resolution Deadline	120 Days Following MEC
		Inspection and Due Diligence	
26	§ 10.3	Inspection Objection Deadline	110 Days Following MEC
27	§ 10.3	Inspection Termination Deadline	120 Days Following MEC
28	§ 10.3	Inspection Resolution Deadline	120 Days Following MEC
29	§ 10.5	Property Insurance Termination Deadline	120 Days Following MEC
30	§ 10.6	Due Diligence Documents Delivery Deadline	15 Days Following MEC
31	§ 10.6	Due Diligence Documents Objection Deadline	110 Days Following MEC
32	§ 10.6	Due Diligence Documents Resolution Deadline	120 Days Following MEC
33	§ 10.6	Environmental Inspection Termination Deadline	120 Days Following MEC
34	§ 10.6	ADA Evaluation Termination Deadline	120 Days Following MEC
35	§ 10.7	Conditional Sale Deadline	N/A
36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	N/A
37	§ 11.1,11.2	Estoppel Statements Deadline	N/A
38	§ 11.3	Estoppel Statements Termination Deadline	N/A
		Closing and Possession	
39	§ 12.3	Closing Date	30 Days Following Approval Period (Additional Provisions)
40	§ 17	Possession Date	at closing
41	§ 17	Possession Time	at closing
42	§ 28	Acceptance Deadline Date	Wednesday January 27, 2021
43	§ 28	Acceptance Deadline Time	5:00 PM MST

85 **3.2. Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. If any deadline
86 blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation “N/A”, or the word “Deleted,” such deadline
87 is not applicable and the corresponding provision containing the deadline is deleted. If no box is checked in a provision that contains
88 a selection of “None”, such provision means that “None” applies.

89 The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

90 **4. PURCHASE PRICE AND TERMS.**

91 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$ 645,000.00	
2	§ 4.3	Earnest Money		\$ 10,000.00
3	§ 4.5	New Loan		\$ TBD
4	§ 4.6	Assumption Balance		\$ TBD
5	§ 4.7	Private Financing		\$ TBD
6	§ 4.7	Seller Financing		\$ N/A
7				
8				
9	§ 4.4	Cash at Closing		\$ 635,000.00
10		TOTAL	\$ 645,000.00	\$ 645,000.00

92 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ N/A (Seller Concession). The Seller
93 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer’s lender
94 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller

95 Concession include, but are not limited to: Buyer’s closing costs, loan discount points, loan origination fees, prepaid items and any
96 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer
97 elsewhere in this Contract.

98 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a wire transfer or check, will be
99 payable to and held by Land Title Guaratee Company, 3033 E. First Ave., Suite 600, Denver, CO 80206, Attn: Mindy Humphrey (Earnest Money Holder), in its trust account, on behalf of
100 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree
101 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the
102 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to
103 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado
104 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest
105 Money Holder in this transaction will be transferred to such fund.

106 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
107 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

108 **4.3.2. Return of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the
109 return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in
110 § 24 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller
111 agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form),
112 within three days of Seller’s receipt of such form.

113 **4.4. Form of Funds; Time of Payment; Available Funds.**

114 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
115 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
116 check, savings and loan teller’s check and cashier’s check (Good Funds).

117 **4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be paid by Buyer, must be
118 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing
119 **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.** Buyer represents that Buyer, as of the date of this Contract, **Does**
120 **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing
121 in § 4.1.

122 **4.5. New Loan.**

123 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2 (Seller Concession), if applicable,
124 must timely pay Buyer’s loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

125 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to
126 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 (Loan Limitations) or § 30 (Additional
127 Provisions).

128 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:
129 **Conventional** **Other** 504B loan or other suitable loans.

130 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance
131 set forth in § 4.1 (Price and Terms), presently payable at \$ _____ per _____ including principal and interest
132 presently at the rate of _____ % per annum and also including escrow for the following as indicated: **Real Estate Taxes**
133 **Property Insurance Premium** and _____.

134 ~~Buyer agrees to pay a loan transfer fee not to exceed \$ _____. At the time of assumption, the new interest rate will~~
135 ~~not exceed _____ % per annum and the new payment will not exceed \$ _____ per _____ principal and~~
136 ~~interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which~~
137 ~~causes the amount of cash required from Buyer at Closing to be increased by more than \$ _____, or if any other terms or~~
138 ~~provisions of the loan change, Buyer has the Right to Terminate under § 25.1 on or before **Closing Date**.~~

139 ~~Seller **Will** **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for release~~
140 ~~from liability will be evidenced by delivery on or before **Loan Transfer Approval Deadline** at **Closing** of an appropriate~~
141 ~~letter of commitment from lender. Any cost payable for release of liability will be paid by _____ in an amount not to~~
142 ~~exceed \$ _____.~~

143 **4.7. Seller or Private Financing.**

144 ~~**WARNING:** Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers~~
145 ~~and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed~~
146 ~~Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing,~~
147 ~~including whether or not a party is exempt from the law.~~

148 ~~**4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing, **Buyer**~~
149 ~~**Seller** will deliver the proposed Seller financing documents to the other party on or before _____ days before **Seller or**~~
150 ~~**Private Financing Deadline**.~~

151 ~~**4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon~~
152 ~~Seller determining whether such financing is satisfactory to Seller, including its payments, interest rate, terms, conditions, cost and~~

153 compliance with the law. Seller has the Right to Terminate under § 25.1, on or before **Seller or Private Financing Deadline**, if such
154 Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

155 **4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private
156 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its
157 availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or before **Seller**
158 **or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

TRANSACTION PROVISIONS

160 5. FINANCING CONDITIONS AND OBLIGATIONS.

161 **5.1. New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New
162 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable
163 by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

164 **5.2. New Loan Review.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional
165 upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its
166 availability, payments, interest rate, terms, conditions and cost. This condition is for the sole benefit of Buyer. Buyer has the Right
167 to Terminate under § 25.1, on or before **New Loan Termination Deadline**, if the New Loan is not satisfactory to Buyer, in Buyer's
168 sole subjective discretion. Buyer does not have a Right to Terminate based on the New Loan if the objection is based on the Appraised
169 Value (defined below) or the Lender Requirements (defined below). **IF SELLER IS NOT IN DEFAULT AND DOES NOT**
170 **TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE**
171 **NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

172 ~~**5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit~~
173 ~~of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective~~
174 ~~discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information~~
175 ~~and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents~~
176 ~~that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller~~
177 ~~must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at~~
178 ~~Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1, on or before Closing. If~~
179 ~~Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to~~
180 ~~Terminate under § 25.1, on or before **Disapproval of Buyer's Credit Information Deadline**.~~

181 ~~**5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan~~
182 ~~documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer,~~
183 ~~this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to~~
184 ~~Terminate under § 25.1, on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan~~
185 ~~documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is~~
186 ~~conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's~~
187 ~~approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right~~
188 ~~to Terminate under § 25.1, on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under~~
189 ~~such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.~~

190 6. APPRAISAL PROVISIONS.

191 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
192 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth
193 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be
194 valued at the Appraised Value.

195 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective loan type set forth
196 in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

197 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
198 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
199 **Objection Deadline**, notwithstanding § 8.3 or § 13:

200 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;
201 or

202 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
203 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

204 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
205 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
206 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
207 the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.

208 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
209 including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond
210 those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's
211 receipt of the Lender Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy
212 the Lender Requirements; (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is
213 waived in writing by Buyer.

214 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by **Buyer**
215 **Seller.** The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's
216 agent or all three.

217 **7. OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common Interest Community and
218 subject to the declaration (Association).

219 **7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON**
220 **INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF**
221 **THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE**
222 **COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE**
223 **ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL**
224 **OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS**
225 **OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD**
226 **PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS**
227 **AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING**
228 **CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A**
229 **COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF**
230 **PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**
231 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE**
232 **DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE**
233 **ASSOCIATION.**

234 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),
235 at Seller's expense, on or before **Association Documents Deadline.** Seller authorizes the Association to provide the Association
236 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt
237 of the Association Documents, regardless of who provides such documents.

238 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

239 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,
240 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,
241 C.R.S.;

242 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;
243 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual
244 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding
245 minutes exist, then the most recent minutes, if any (§§ 7.3.1 and 7.3.2, collectively, Governing Documents); and

246 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,
247 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must
248 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed
249 (Association Insurance Documents);

250 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as
251 disclosed in the Association's last Annual Disclosure;

252 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget
253 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
254 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent
255 available financial audit or review, (4) list of the fees and charges (regardless of name of title of such fees or charges) that the
256 Association's community association manager or Association will charge in connection with the Closing including, but not limited
257 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for
258 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of
259 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4 and
260 7.3.5, collectively, Financial Documents);

261 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,
262 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction
263 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2

264 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common
265 elements or limited common elements of the Association property.

266 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to
267 Terminate under § 25.1, on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any
268 of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
269 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to
270 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
271 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**
272 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to
273 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right
274 to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

275 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

276 **8.1. Evidence of Record Title.**

277 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company
278 to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer,
279 a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this
280 box is checked, an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and
281 delivered to Buyer as soon as practicable at or after Closing.

282 **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company
283 to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a
284 current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
285 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

286 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment **Will** **Will Not** contain Owner's
287 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard
288 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens,
289 (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid
290 taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be
291 paid by **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **Other** ^{N/A} _____.
292 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
293 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
294 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
295 § 8.5 (Right to Object to Title, Resolution).

296 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
297 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
298 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
299 Documents).

300 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
301 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
302 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
303 party or parties obligated to pay for the owner's title insurance policy.

304 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
305 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

306 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
307 Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's
308 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
309 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title
310 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment
311 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
312 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any
313 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
314 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,
315 pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to
316 Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence
317 of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline
318 specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents
319 as satisfactory.

320 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
321 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without

322 limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of
 323 first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section
 324 excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to
 325 investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line
 326 discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether
 327 disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 (Record Title) and § 13 (Transfer of Title)), in Buyer's
 328 sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter
 329 is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer
 330 to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant
 331 to this § 8.3 (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title,
 332 Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified
 333 above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which
 334 Buyer has actual knowledge.

335 **8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION**
 336 **INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE**
 337 **PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK**
 338 **FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE**
 339 **CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH**
 340 **INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE**
 341 **SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY**
 342 **TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING**
 343 **FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**
 344 **RECORDER, OR THE COUNTY ASSESSOR.**

345 A tax certificate from the respective county treasurer listing any special taxing districts that effect the Property (Tax Certificate)
 346 must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such
 347 inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may object, on or before **Record Title Objection**
 348 **Deadline**. If the Tax Certificate shows that the Property is included in a special taxing district and is received by Buyer after the
 349 **Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to the Property's
 350 inclusion in a special taxing district as unsatisfactory to Buyer.

351 **8.5. Right to Object to Title, Resolution.** Buyer's right to object, in Buyer's sole subjective discretion, to any title matters
 352 includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), § 8.4 (Special Taxing District) and § 13 (Transfer
 353 of Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

354 **8.5.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of
 355 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or
 356 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives
 357 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and
 358 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
 359 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2 (Record Title), § 8.3 (Off-Record Title) or § 8.4
 360 (Special Taxing Districts), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days
 361 after Buyer's receipt of the applicable documents; or

362 **8.5.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 25.1, on or before
 363 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

364 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property or a right to approve
 365 this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right
 366 of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the
 367 right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect.
 368 Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this
 369 Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

370 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
 371 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
 372 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
 373 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various
 374 laws and governmental regulations concerning land use, development and environmental matters.

375 **8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
 376 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**
 377 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**
 378 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**
 379 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**

380 **RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,**
381 **GAS OR WATER.**

382 **8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO**
383 **ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**
384 **MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**
385 **RECORDER.**

386 **8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT**
387 **TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION**
388 **OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING**
389 **OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.**

390 **8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**
391 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**
392 **DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**
393 **AND GAS CONSERVATION COMMISSION.**

394 **8.7.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or
395 not covered by the owner’s title insurance policy.

396 **8.8. Consult an Attorney.** Buyer is advised to timely consult legal counsel with respect to all such matters as there are
397 strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and **Off-Record Title Objection Deadline**).

398 **9. NEW ILC, NEW SURVEY.**

399 **9.1. New ILC or New Survey.** If the box is checked, a: 1) **New Improvement Location Certificate (New ILC);** or,
400 2) **New Survey** in the form of ATLA new survey only if required by lender or title company; is required and the following will apply:

401 **9.1.1. Ordering of New ILC or New Survey.** **Seller** **Buyer** will order the New ILC or New Survey. The
402 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date
403 after the date of this Contract.

404 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before
405 Closing, by: **Seller** **Buyer** or: **New survey only if required by lender or title company**
406

407
408 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of
409 the opinion of title if an Abstract of Title) and Buyers Broker & Sellers Broker will receive a New ILC or New Survey on or before **New**
410 **ILC or New Survey Deadline.**

411 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor
412 to all those who are to receive the New ILC or New Survey.

413 **9.2. Buyer’s Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New
414 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New**
415 **Survey Objection Deadline.** Buyer may, in Buyer’s sole subjective discretion, waive a New ILC or New Survey if done prior to
416 Seller incurring any cost for the same.

417 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object to the New ILC or New Survey. If the
418 New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer’s sole subjective discretion, Buyer
419 may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

420 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

421 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be
422 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

423 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or
424 before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
425 or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New**
426 **Survey Resolution Deadline**, unless Seller receives Buyer’s written withdrawal of the New ILC or New Survey Objection before
427 such termination, i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**.

428

DISCLOSURE, INSPECTION AND DUE DILIGENCE

429 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF**
430 **WATER.**

431 **10.1. Seller’s Property Disclosure.** On or before **Seller’s Property Disclosure Deadline**, Seller agrees to deliver to Buyer
432 the most current version of the applicable Colorado Real Estate Commission’s Seller’s Property Disclosure form completed by Seller
433 to Seller’s actual knowledge and current as of the date of this Contract.

434 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer
 435 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
 436 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely
 437 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing
 438 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that
 439 Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

440 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
 441 (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical
 442 condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing,
 443 HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property
 444 (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any
 445 proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the
 446 Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion,
 447 Buyer may:

448 **10.3.1. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written
 449 description of any unsatisfactory condition that Buyer requires Seller to correct; or

450 **10.3.2. Terminate.** On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 25.1,
 451 that this Contract is terminated due to any unsatisfactory condition. **Inspection Termination Deadline will be on the earlier of**
 452 **Inspection Resolution Deadline or the date specified in § 3.1 for Inspection Termination Deadline.**

453 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
 454 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
 455 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection
 456 Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.

457 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
 458 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
 459 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
 460 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
 461 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
 462 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
 463 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and
 464 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4 does not apply to items performed
 465 pursuant to an Inspection Resolution.

466 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for
 467 property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance**
 468 **Termination Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

469 **10.6. Due Diligence.**

470 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver copies of the following
 471 documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence Documents**
 472 **Delivery Deadline**:

473 **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;
 474 **10.6.1.2.** Property tax bills for the last 2 years;
 475 **10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural,
 476 electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now
 477 available;
 478 **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;
 479 **10.6.1.5.** Operating statements for the past 2 years;
 480 **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;
 481 **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the
 482 Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

483
 484
 485 **10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet
 486 completed and capital improvement work either scheduled or in process on the date of this Contract;

487 **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims which have been made
 488 for the past 2 years;

489 **10.6.1.10.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered
 490 earlier under § 8.3);

491 **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports,
 492 letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or

493 other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's
494 possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

495 **10.6.1.12.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the
496 Property with said Act;

497 **10.6.1.13.** All permits, licenses and other building or use authorizations issued by any governmental authority
498 with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

499 **10.6.1.14.** Other documents and information:

500 All in Seller's possession

502 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object to Due Diligence
503 Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion,
504 Buyer may, on or before **Due Diligence Documents Objection Deadline**:

505 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;
506 or

507 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any
508 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

509 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by
510 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement
511 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**
512 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such
513 termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

514 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection**
515 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over
516 the Property, in Buyer's sole subjective discretion.

517 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the
518 Property including Phase I and Phase II Environmental Site Assessments, as applicable. Seller Buyer will order or provide
519 **Phase I Environmental Site Assessment**, **Phase II Environmental Site Assessment** (compliant with most current version
520 of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or _____,
521 at the expense of Seller Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an
522 evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and
523 evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's
524 tenants' business uses of the Property, if any.

525 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental**
526 **Inspection Termination Deadline** will be extended by 60 Days days (Extended Environmental Inspection
527 Termination Deadline) and if such Extended Environmental Inspection Termination Deadline extends beyond the **Closing Date**, the
528 **Closing Date** will be extended a like period of time. In such event, Seller Buyer must pay the cost for such Phase II
529 Environmental Site Assessment.

530 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4, Buyer has the
531 Right to Terminate under § 25.1, on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended
532 Environmental Inspection Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole
533 subjective discretion.

534 Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Termination Deadline**, based on any
535 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

536 ~~**10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
537 owned by Buyer and commonly known as _____, Buyer has the Right
538 to Terminate under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if
539 such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's
540 Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.~~

541 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer Does Does Not
542 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for
543 the Property. There is No Well. Buyer Does Does Not acknowledge receipt of a copy of the current well permit.

544 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**
545 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**
546 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

547 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned
548 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease
549 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into
550 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld
551 or delayed.

552 **11. ESTOPPEL STATEMENTS.**

553 ~~11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must~~
554 ~~request from all tenants of the Property and if received by Seller, deliver to Buyer on or before Estoppel Statements Deadline,~~
555 ~~statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)~~
556 ~~attached to a copy of the Lease stating:~~

- 557 ~~11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;~~
- 558 ~~11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or~~
559 ~~amendments;~~
- 560 ~~11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;~~
- 561 ~~11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;~~
- 562 ~~11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and~~
- 563 ~~11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease~~
564 ~~demising the premises it describes.~~

565 ~~11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed~~
566 ~~Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents~~
567 ~~required §11.1 above and deliver the same to Buyer on or before Estoppel Statements Deadline.~~

568 ~~11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 25.1, on or before Estoppel~~
569 ~~Statements Termination Deadline, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if~~
570 ~~Seller fails to deliver the Estoppel Statements on or before Estoppel Statements Deadline. Buyer also has the unilateral right to~~
571 ~~waive any unsatisfactory Estoppel Statement.~~

572

CLOSING PROVISIONS

573 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

574 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
575 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
576 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
577 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
578 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
579 Seller will sign and complete all customary or reasonably-required documents at or before Closing.

580 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions Are Are Not executed with
581 this Contract.

582 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
583 the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by
584 Buyer and Seller.

585 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
586 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

587 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender
588 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:

589 special warranty deed general warranty deed bargain and sale deed quit claim deed personal representative's
590 deed N/A deed. Seller, provided another deed is not selected, must execute and deliver a good
591 and sufficient special warranty deed to Buyer, at Closing.

592 Unless otherwise specified in §30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general
593 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

594 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens
595 or encumbrances securing a monetary sum, including, but not limited to, any governmental liens for special improvements installed
596 as of the date of Buyer's signature hereon, whether assessed or not and previous years' taxes, will be paid at or before Closing by
597 Seller from the proceeds of this transaction or from any other source.

598 **15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.**

599 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
600 to be paid at Closing, except as otherwise provided herein.

601 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by Buyer Seller
602 One-Half by Buyer and One-Half by Seller Other N/A.

603 **15.3. Status Letter and Record Change Fees.** At least fourteen days prior to **Closing Date**, Seller agrees to promptly
604 request the Association to deliver to Buyer a current Status Letter. Any fees incident to the issuance of Association's Status Letter
605 must be paid by None Buyer Seller One-Half by Buyer and One-Half by Seller. Any Record Change Fee must
606 be paid by None Buyer Seller One-Half by Buyer and One-Half by Seller.

607 **15.4. Local Transfer Tax.** The Local Transfer Tax of per government % of the Purchase Price must be paid at Closing by
608 None Buyer Seller One-Half by Buyer and One-Half by Seller.

609 **15.5. Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such
610 as community association fees, developer fees and foundation fees, must be paid at Closing by None Buyer Seller
611 One-Half by Buyer and One-Half by Seller. The Private Transfer fee, whether one or more, is for the following association(s):
612 N/A in the total amount of N/A % of the Purchase Price or \$ If any.

613 **15.6. Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
614 \$ per water department for:

- 615 Water Stock/Certificates Water District
616 Augmentation Membership Small Domestic Water Company _____

617 and must be paid at Closing by None Buyer Seller One-Half by Buyer and One-Half by Seller.

618 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
619 None Buyer Seller One-Half by Buyer and One-Half by Seller.

620 **15.8. FIRPTA and Colorado Withholding.**

621 **15.8.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
622 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
623 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller IS a foreign
624 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign
625 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
626 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
627 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
628 if an exemption exists.

629 **15.8.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds
630 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
631 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
632 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
633 tax advisor to determine if withholding applies or if an exemption exists.

634 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.** The following will be prorated to the **Closing Date**, except as
635 otherwise provided:

636 **16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any and general real estate taxes for the
637 year of Closing, based on Taxes for the Calendar Year Immediately Preceding Closing Most Recent Mill Levy and Most
638 Recent Assessed Valuation, Other N/A.

639 **16.2. Rents.** Rents based on Rents Actually Received Accrued. At Closing, Seller will transfer or credit to Buyer
640 the security deposits for all Leases assigned, or any remainder after lawful deductions and notify all tenants in writing of such transfer
641 and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's
642 obligations under such Leases.

643 **16.3. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
644 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance
645 by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer
646 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special
647 assessment assessed prior to **Closing Date** by the Association will be the obligation of Buyer Seller. Except however, any
648 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether
649 assessed prior to or after Closing, will be the obligation of Seller. Seller represents there are no unpaid regular or special assessments
650 against the Property except the current regular assessments and N/A. Association Assessments
651 are subject to change as provided in the Governing Documents.

652 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and _____.

653 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

654 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the
655 Leases as set forth in § 10.6.1.7.

656 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable
657 to Buyer for payment of \$ \$100.00 per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and
658 **Possession Time** until possession is delivered.

659

GENERAL PROVISIONS660 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**661 **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time
662 (Standard or Daylight Savings, as applicable).663 **18.2. Computation of Period of Days, Deadline.** In computing a period of days (e.g., three days after MEC), when the
664 ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday or
665 federal or Colorado state holiday (Holiday), such deadline **Will** **Will Not** be extended to the next day that is not a Saturday,
666 Sunday or Holiday. Should neither box be checked, the deadline will not be extended.667 **19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**
668 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the
669 condition existing as of the date of this Contract, ordinary wear and tear excepted.670 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
671 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the
672 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
673 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or
674 before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to
675 carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
676 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
677 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
678 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
679 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's
680 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney
681 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
682 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.683 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
684 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date
685 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
686 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or
687 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
688 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
689 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, or, at the
690 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
691 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
692 Closing.693 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
694 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
695 action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's
696 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
697 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
698 of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.699 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
700 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.701 **19.5. Home Warranty. [Intentionally Deleted]**702 **19.6. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne
703 by the party entitled to the growing crops as provided in § 2.8 and such party is entitled to such insurance proceeds or benefits for
704 the growing crops.705 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that
706 the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title
707 and consultation with legal and tax or other counsel before signing this Contract.708 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this
709 Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid,
710 honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting
711 party has the following remedies:712 **21.1. If Buyer is in Default:**

713 **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
714 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty and the Parties agree the
715 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to
716 treat this Contract as being in full force and effect and Seller has the right to specific performance, or damages, or both.

717 **21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 applies unless the box in § 21.1.1. is checked. Seller may
718 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that
719 the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and
720 reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for
721 Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and
722 additional damages.

723 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received
724 hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat
725 this Contract as being in full force and effect and Buyer has the right to specific performance, or damages, or both.

726 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
727 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all
728 reasonable costs and expenses, including attorney fees, legal fees and expenses.

729 **23. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
730 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
731 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
732 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
733 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
734 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
735 party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from filing a
736 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This
737 Section will not alter any date in this Contract, unless otherwise agreed.

738 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
739 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
740 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
741 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
742 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
743 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
744 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
745 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
746 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time
747 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
748 obligation of § 23 (Mediation). This Section will survive cancellation or termination of this Contract.

749 **25. TERMINATION.**

750 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
751 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
752 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
753 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
754 and waives the Right to Terminate under such provision.

755 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be returned
756 to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

757 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
758 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining
759 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms
760 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or
761 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.
762 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

763 **27. NOTICE, DELIVERY AND CHOICE OF LAW.**

764 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in
765 § 27.2 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices

766 for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be
767 received by the party, not Broker or Brokerage Firm).

768 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or
769 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
770 working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm)
771 at the electronic address of the recipient by facsimile, email or N/A.

772 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
773 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
774 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

775 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
776 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
777 located in Colorado.

778 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
779 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 27 on or before
780 **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and
781 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such
782 copies taken together are deemed to be a full and complete contract between the parties.

783 **29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited
784 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**
785 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability, Due**
786 **Diligence, and Source of Water.**

787 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

788 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
789 Commission.)

790 Please see the attached Exhibit 1 - Additional Provisions

791
792
793 Prevision Retail, LLC shall be paid 3.0% of the final agreed to purchase price at closing by the
794 Seller.

795 **31. OTHER DOCUMENTS.**

796 **31.1.** The following documents are a part of this Contract:

797 Exhibit 1 - Additional Provisions

800 **31.2.** The following documents have been provided but are not a part of this Contract:

801 None

804 **SIGNATURES**

805 Buyer's Name: 1090 S. Dayton St, LLC and/or assigns

Buyer's Name: N/A

DocuSigned by:
Joseph Skinner 1/27/2021
9AF2459CA55C4AC...
Buyer's Signature _____ Date _____

Buyer's Signature _____ Date _____

Address: 715 Glencoe Street
Denver, CO 80246
Phone No.: 251.232.1604
Fax No.: N/A
Email Address: joseph.m.skinner1@gmail.com

Address: N/A
N/A
Phone No.: N/A
N/A
Fax No.: N/A
N/A
Email Address: N/A

806 [NOTE: If this offer is being countered or rejected, do not sign this document.

Seller's Name: Immanuel Mission Center Trust

Seller's Name: Authorized by Ken Joo

DocuSigned by: Ken Joo 1/27/2021
Seller's Signature Date

DocuSigned by: Ken Joo 1/27/2021
Seller's Signature Date

Address: 21187 E. Layton Ln. Aurora, CO 80015
Phone No.: 720.982.6176
Fax No.: N/A
Email Address: kenjoo67@gmail.com

Address: 21187 E. Layton Ln. Aurora, CO 80015
Phone No.: 720.982.6176
Fax No.: N/A
Email Address: kenjoo67@gmail.com

807

808

END OF CONTRACT TO BUY AND SELL REAL ESTATE

32. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

Broker [] Does [x] Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Buyer as a [] Buyer's Agent [x] Transaction-Broker in this transaction. [] This is a Change of Status.

[] Customer. Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by [] Listing Brokerage Firm [] Buyer [x] Other Seller

Brokerage Firm's Name: Precision Retail, LLC
Brokerage Firm's License #: IC 100036848
Broker's Name: Wes Stites
Broker's License #: IR 100008487

DocuSigned by: Wes Stites 1/25/2021
Broker's Signature Date

Address: 9249 S. Broadway #200-378 Highlands Ranch, CO 80129
Phone No.: 303.942.1677
Fax No.:
Email Address: wes@precisionretail.net

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

Broker [] Does [x] Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written

mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Seller as a **Seller's Agent** **Transaction-Broker** in this transaction. This is a **Change of Status**.

Customer. Broker has no brokerage relationship with Seller. See § 32 for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by **Seller** **Buyer** **Other** _____.

Brokerage Firm's Name: Madison & Company Properties, LLC

Brokerage Firm's License #: EC 100025694

Broker's Name: Pam Pulley-Case

Broker's License #: EA 001325255

DocuSigned by:
Pam Pulley-Case 1/25/2021

92A1DBAF685247F...
Broker's Signature Date

Address: 1221 S. Clarkson Street Suite 400

Denver, CO 80210

Phone No.: 303.717.6108

Fax No.: _____

Email Address: ppulleycase@comcast.net

809

Exhibit 1

ADDITIONAL PROVISIONS

Contract Date: January 22, 2020

Property: 1090 S. Dayton Street in Denver, CO 80247

Buyer: 1090 S. Dayton St, LLC and/or assigns

Seller: Immanuel Mission Center Trust

ADDITIONAL PROVISIONS:

Approval Period: The Buyer shall have up to one hundred eighty (180) days following the expiration of the Inspection Resolution Deadline and Due Diligence Resolution Deadline ("Approval Period") to generate plans and receive all governmental and non-governmental approvals to modify the building for Buyer's intended use. Landlord shall have the right to market the Property to prospective tenants or buyers and to solicit back-up offers on the Property during the Approval Period.

Option to Extend Approval Period: Buyer may extend the Approval Period for up to four (4) thirty (30) day periods with the deposit to the Title Company prior to the end of a given Approval Period of Two Thousand Five Hundred Dollars (\$2,500.00) in additional Earnest Money ("Extension Earnest Money Deposit") for each such extension. The Extension Earnest Money Deposit(s) shall be non-refundable to Buyer (except in the event of a Seller default under this Contract), but shall be applicable to and credited against the Purchase Price.

Closing: Closing shall occur on or before thirty (30) days after the expiration of the Approval Period. Notwithstanding the foregoing, Purchaser, upon at least ten (10) days' notice to Seller, may elect to close early, in which case the closing date shall be the date specified in Purchaser's notice.

Earnest Money Deposit: Buyer shall deposit with Land Title Guarantee Company, 3033 E. First Ave., Suite 600, Denver, CO 80206, Attn: Mindy Humphrey, Ph: 303.331.6274 Email: mhumphrey@ltgc.com (the "Escrow Agent" or "Title Company"), an amount equal to \$10,000.00 within five (5) days of a

mutually executed Contract. Buyer shall have the right to terminate the Contract for any reason during the Inspection and Due Diligence Periods. If Buyer elects to terminate during the Inspection and Due Diligence Periods the Earnest Money Deposit shall be fully refundable. Buyer shall have the right to terminate this Contract at any time during the Approval Period, as the same may be extended, if the governmental and non-governmental approvals are not obtained in form and substance satisfactory to Buyer, in Buyer's sole discretion, and upon any such termination the Earnest Money Deposit shall be fully refundable, with the exception that the Extension Earnest Money Deposit(s) shall be non-refundable except in the event of a Seller default.

Said Earnest Money Deposit shall become non-refundable upon the expiration of the Approval Period if Buyer has not terminated this Contract as provided herein.

Property Access:

Upon the mutual execution of a Purchase and Sale Agreement, Buyer and Buyer's consultants shall be granted the right to access the property in order to conduct one or more investigations of the condition of the property. Said investigation may include, but are not limited to, the structural, mechanical, electrical, soils, and environmental (above and below ground) aspects of the property.

Seller's Representations:

Seller represents to Buyer that: (a) Seller is not aware of any adverse conditions of or relating to the Property or any structures located on the Property; (b) Seller will not do anything or take any action prior to Closing to change or modify zoning or use restrictions on the Property; (c) Seller will maintain the Property in its current condition; (d) Seller will comply with all laws and regulations concerning the use and ownership of the Property; and (e) Seller agrees to cooperate with Buyer in Buyer's efforts to obtain governmental approvals for the Property and provide such documentation as may be reasonably required in connection with such approval process.

Buyer: 1090 S. Dayton St, LLC and/or assigns

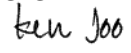
DocuSigned by:
Joseph Skinner
9AF2450CA55C4AC...

Buyer's Signature

1/27/2021

Date

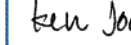
~~Seller:~~ **St. Ignace Mission Center Trust**


F41F76E09CA34B7...
Seller's Signature

1/27/2021

Date

~~Seller:~~ **DocuSigned by: Ken Joo**


F41F76E09CA34B7...
Seller's Signature

1/27/2021

Date

TRUST AGREEMENT FOR THE
IMMANUEL MISSION CENTER TRUST

THIS AGREEMENT OF TRUST is made and entered into effective this 13th day of July, 2009 by and between IMMANUEL MISSION CHURCH (hereinafter referred to as the "Settlor"), and the Board of Trustees of the Immanuel Mission Center Trust as trustee and any duly appointed successors (hereinafter referred to collectively as the "Trustees").

BONG JONG JOO AND SARAH JOO (hereinafter referred to as the "Donors") did by deed thereby irrevocably assign, convey, transfer and deliver to the Trustees title to the property described in Schedule A, attached hereto and incorporated by this reference. This property, together with any additions acceptable to the Trustees, made by Settlor or any other person, in any manner, shall constitute and is hereafter referred to as the "trust estate".

ARTICLE I

Name of Trust

This Trust shall be known as the IMMANUEL MISSION CENTER TRUST.

ARTICLE II

Declaration of Purpose of Trust Concerning Family

Settlor has created this trust, pursuant to the terms of the Memorandum of Gift of Real Estate to Trust, executed by Donors, for purposes of managing the land being donated for the construction of a church and other facilities consistent with religious mission of the Immanuel Mission Church (Church"). The trust shall be an integrated auxiliary of the Church and use the

federal taxpayer identification number of the Church for all purposes. Donors have waived the requirement of paragraph 4 of the Memorandum of Gift of Real Estate to Trust.

ARTICLE III

No Power to Alter, Amend or Revoke

This trust agreement is irrevocable. Donors and Settlor shall not have the right at any time or times to amend, alter or revoke this Trust, in whole or in part, or any provision hereof.

ARTICLE IV

Use of Trust Estate

The trust estate shall be used exclusively for the construction of a church and related facilities. The Trustees shall have no responsibilities with respect to such facilities, including payment of any mortgage payment, insurance premiums and taxes. The Trustees shall not be liable for any loss, damage or other deterioration to such property.

ARTICLE V

Trustee

A. The trustee of the trust shall be a Board of Trustees. The Board of Trustees shall initially consist of Bong Jong Joo, Sarah Joo and Ken Joo as Pastor of the Immanuel Mission Church. The Board of Trustees shall consist of not less than three, and not more than five, members. The Board of Trustees shall be made up as follows:

1. Two members of the Joo family;
2. The Pastor of the Church; and
3. Up to two members appointed by the Board of Elders of the Church (Appointees must be members of the Church.).

ARTICLE VI
Administration of Trust

A. The trust shall be administered consistent with the terms herein, federal law and the laws of the State of Colorado, free of judicial intervention and without order, approval, or other action of any court.

B. Decisions of the Board of Trustees shall be made majority vote of the appointed board members.

C. A Member of the Board of Trustees shall serve until he or she resigns or is replaced by vote of the Board of Elders of the Immanuel Mission Church.

D. Except as may otherwise be provided herein, in administering the trust, the Trustees may exercise all powers related to the management of real estate, including entering separate agreements with the Immanuel Mission Church for the use of the property or selling the donated property if it is the best interest of the Immanuel Mission Church.

E. The Trustees may also exercise all the powers in the Colorado Fiduciaries' Powers Act, as amended after the execution hereof.

ARTICLE VII
Compensation of Trustees

Members of the Board of Trustees shall serve without compensation.

ARTICLE VIII
General Provisions

Unless otherwise specifically provided elsewhere herein, the following general provisions shall govern this Trust Agreement:

A. At the discretion of the Board of Trustees, this trust may be terminated and its assets conveyed to the Immanuel Mission Church.

B. In the event that the Immanuel Mission Church ceases to exist this trust shall terminate and the assets of the trust shall be distributed in the same manner as provided in the Articles and/or Bylaws of the Immanuel Mission Church, provided that the assets of the trust will be distributed to one or more organizations that are tax exempt organizations within the meaning of § 501(c)(3) of the Internal Revenue Code, as amended, or a local government for a related public purpose. Any such assets not so disposed of shall be disposed of by the District Court for the County in which the principal office of the trust is then located exclusively for such charitable purposes or to such organizations as the District Court shall determine which are organized and operated exclusively for such charitable purposes.

C. Questions of construction and administration of any trust shall be determined by the laws of the situs of administration of such trust.

D. The Article titles used herein are for reference only and shall have no significance in the interpretation of this Trust Agreement.

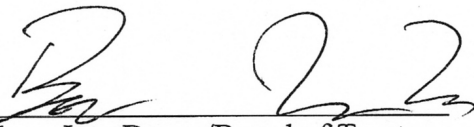
SIGNED by the Settlor, Donors and the Trustees effective as of the date and year first above written.



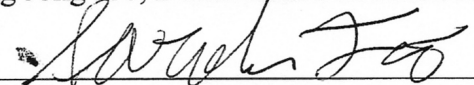
Ken Joo, Pastor/Settlor



Ken Joo, Pastor/Board of Trustees



Bong Jong Joo, Donor/Board of Trustees



Sarah Joo, Donor/Board of Trustees

Schedule A

All the real property, together with all improvements, if any, situate, lying and being in the City and County of Denver, State of Colorado, described as follows:

TRACT 38, RANGE VIEW, FOURTH FILING, EXCEPT THAT PORTION
CONVEYED TO THE CITY OF AURORA BY WARRANTY DEED
RECORDED JUNE 22, 1993 AT RECEPTION NO. 93-00079834,
CITY AND COUNTY OF DENVER, STATE OF COLORADO.

Also known by street and number as: 1000 South Dayton Street, Denver
Colorado 80231-1902.

To Whom It May Concern:

My name is Sam Joo and I along with my mother, Sarah Joo are board members on the Immanuel Mission Trust. Both of us authorize of Ken Joo (brother to me and son to Sarah Joo) to submit the rezoning application for the land located at 1090 S. Dayton St., Denver 80247. Please feel free to contact me at 303-990-0213.

Thank you,

A handwritten signature in black ink, appearing to be "Sam Joo", with a long horizontal stroke extending to the right.

Sam Joo

Sarah Joo

A handwritten signature in black ink, appearing to be "Sarah Joo", written in a cursive style.

Immanuel Mission Trust

21187 E. Layton Lane
Aurora, CO 80015

July 26, 2021

To Whom It May Concern:

We as the trustees of Immanuel Mission Trust give Joseph Skinner the authority and permission to represent us in submitting the application for rezoning of property located on 1090 S. Dayton St., Denver 80247. Should you have any questions in this matter, please feel free to contact Ken Joo at 720-982-6176.

Sincerely,

Ken and Sarah Joo

A large, stylized handwritten signature in black ink, likely belonging to Ken Joo, consisting of several loops and a long horizontal stroke.A smaller, more legible handwritten signature in black ink, likely belonging to Sarah Joo, written in a cursive style.

From: [Fry, Logan M. - CC YA2245 City Council Aide](#)
To: [Adams, Libbie - CPD City Planner Associate](#)
Cc: [Rodriguez, Felicia D. - CC YA2245 City Council Aide](#)
Subject: FW: [EXTERNAL] Swim Club proposal for Dayton/ Mississippi vacant lot
Date: Monday, August 2, 2021 3:31:58 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Good afternoon Libby,

Could you please help this gentleman with his questions?

Sincerely,
Logan Fry

Logan Fry | Senior Council Aide
Councilwoman Amanda Sawyer | District 5
[Pronouns | He/His/Him](#)
Phone 720-337-5555

[Find more information at our website](#)

[Sign up for our monthly newsletter](#)



This email is considered an "open record" under the Colorado Open Records Act (CORA) and must be made available to any person requesting it unless it clearly requests confidentiality. Please expressly indicate whether you would like for your communication to be confidential.

From: Mike Kenyon <mike.f.kenyon@gmail.com>
Sent: Tuesday, July 27, 2021 2:55 PM
To: Fry, Logan M. - CC YA2245 City Council Aide <Logan.Fry@denvergov.org>
Subject: [EXTERNAL] Swim Club proposal for Dayton/ Mississippi vacant lot

Good afternoon Logan,

My name is Mike Kenyon, 960 S Emporia St. I'm writing to express tepid support for the proposal for a swim club at the end of our street but am extremely concerned about the traffic pattern, (ingress and egress) from the property. I share this concern with the families in western section of the Ridgeview Neighborhood Organization.

The concern we share is that the access to the property will be on S. Emporia and not on Mississippi.

My question to you is how can we be assured that this will not become a reality? If you could spell

out the process we need to pursue to insure that ingress and egress will be on the Mississippi side of the property.

Thanks Logan,

Mike Kenyon

August 23, 2021

Sent Via Email to:

rezoning@denvergov.org

libbie.adams@denvergov.org

denc@denvergov.org

DenverCouncil5@denvergov.org

RE: Proposed Rezoning Application
1090 S. Dayton St.
Zoning Change: S-SU-I to OS-B
Case Number: 20211-00045

Ladies and Gentlemen:

Thank you for the opportunity to comment on the proposed zoning change of 1090 S. Dayton St, Denver, CO 80247 in the Rangeview neighborhood from S-SU-I to OS-B (Case Number 20211-00045). This property is bounded by E. Mississippi Avenue on the south, S. Dayton Street on the west (across the street from the Cherry Creek School District's Challenge School) and residential S. Emporia Street on the north.

The applicants, Joseph and Lydia Skinner, plan to build and operate a private swim club (the High Line Swim Club) including a children's low-depth pool, a family pool area with 6 lap lanes, a 2,496 square foot single-level pool building and family play area with shade structures, lounging areas, 4 pickleball courts, a bocce ball court, a playground, pavilion and barbeque grills and parking area.

Rather than wait until a regular, all-member Rangeview Neighborhood Organization meeting could be scheduled, the applicants invited residents to attend an on-site meeting on May 20, 2021. We were told this was merely a casual "meet and greet" (a polite, listening session), where no plan details or neighborhood concerns were to be discussed. The applicants discussed the conceptual swim club, joint parking agreement with the Challenge School and installation of a cross walk across S. Dayton Street. No site plan was available and no specifics of their plans or location of amenities, parking or access were provided. Most questions were about the swim club opening date, membership, etc.

Although as many as 20 (not 30 or 40) people attended the May 20, 2021, meeting, besides me and my husband, only two other S. Emporia Street neighbors, which will be the most significantly impacted by this proposal, were in attendance. The others, besides the Rangeview Neighborhood President, may or may not have been residents of other areas of the Rangeview Neighborhood. These unidentified attendees did thank the Skinners for introducing themselves, but this was in no way a neighborhood endorsement or approval of the proposed rezoning.

Sometime after this May 20, 2021, meeting, I noticed survey stakes with "proposed road" written on them along the north side of the property to be rezoned, indicating that ingress and egress will actually be off S. Emporia Street. I learned the City will not allow any access point off of either E. Mississippi Avenue or S. Dayton Street, which makes no sense. Allowing access off of one, if not both, of these main streets should be deemed essential before any rezoning for an exclusive private enterprise is considered. In fact, there is already an extra lane running north along S. Dayton Street from E. Mississippi Avenue to S. Emporia Street that would serve as a turn lane without impeding traffic.

The applicants' statement that "The parcel is located off Mississippi Avenue (a residential arterial) and S. Dayton Street (a residential collector), which keeps traffic at the entrance of the neighborhood instead of disrupting quiet streets . . ." is absolutely false. If the subject property is rezoned and the sole access into the property is from S. Emporia Street, our usually quiet S. Emporia Street will be significantly disrupted with traffic issues we now experience only intermittently during Challenge School events (parking bumper to bumper on both sides of S. Emporia Street, sometimes blocking driveways, mailboxes and trash can collection access, and speeding). See attached photo from recent school event alone on August 12, 2021. The limited parking spaces that will be available on the subject property and at the Challenge School will simply not be adequate or convenient enough to preclude swim club members from driving up and down S. Emporia Street to get to and from the swim club and parking along our quiet residential street. This situation will only be exacerbated during the 2-3 months when both the swim club and Challenge School will both be operating at the same time. This will significantly disrupt and adversely affect the quiet enjoyment of our neighborhood street and jeopardize the safety of our residents, their children and grandchildren.

Aside from the significant adverse traffic implications discussed above, I feel it is important to address the fallacy in the subject rezoning application that the "Rezoning to OS-B will greatly increase the neighborhood's quality of life through swimming and outdoor recreation in preserved green space without having to leave the community." The only people who will actually benefit from this will be those successful applicants (within and outside of the neighborhood) with the financial wherewithal to become members of the proposed for-profit private swim club.

There is absolutely no justification whatsoever to rezone this property. It is accurately zoned as single family residential for good reason as it is actually an extension of the suburban S. Emporia Street residential Rangeview Neighborhood.

Therefore, as residents of S. Emporia Street residing closest to the property which is proposed to be rezoned, we respectfully object to the rezoning of this property for the intended purpose unless and until a traffic study has been completed and access into the subject property is allowed from E. Mississippi Avenue and/or S. Dayton Street, not from S. Emporia Street.

Sincerely,

A handwritten signature in blue ink, appearing to read "T. L. Miller". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

T. L. Miller

Comments to Planning Board August 22, 2021 in re: **Case # 2021-00045**, 1090 S Dayton St. Submitted by Linda Rea (*linda.rea8@gmail.com*), 940 S Emporia St, Denver, CO 80247

I appreciate the opportunity to comment on a rezoning application for this parcel in Rangeview neighborhood. I specifically contest the applicants' claims and justifications as to why this parcel must be rezoned in order to be developed, much of which is comprised of misrepresentations, disinformation and outright lies.

For example, they claim it is not possible to develop the lot for single family homes. Not true. We still have an active proposal and developer interested in filing a multi-home plan with an appropriate waiver to accommodate the single access onto S Emporia St. I submit that the parcel is appropriately zoned and that the City failed this neighborhood and the builder willing to work with us to advance this reasonable, acceptable and practical solution for additional housing here.

Applicants claim that Rangeview opposed all development proposals here. Also, not true. Those proposals were withdrawn by the developers themselves when they learned of the limitations for access here. As chair of the ad hoc committee working on behalf of the RNO these past five years to develop the parcel in a manner compatible with its suburban, single-family context, I can say that all of our discussions with potential builders were cordial, positive, transparent and forthright. In fact, it was we who sought out and linked one of these developers with the realtor. He presented a reasonable idea to the entire RNO at a regularly scheduled annual meeting *and sought genuine feedback from residents*.

This is in contrast to the current applicants' evasions, mischaracterizations and empty promises of benefits to the area. They refused to discuss with me or the ad hoc committee their intentions; they had no interest in learning about the residents, the parcel, the traffic flow or any other actual facts that, presumably, might call into question their intended application narrative. Although they said they preferred to present a concept to the entire RNO at a regularly scheduled meeting, they did not do so. Instead, they notified the president *after the fact* that they had mailed a note to each "Resident" asking to meet them at the site so they could introduce themselves. They effectively sidelined the RNO board and membership.

One member who took notes during this so-called "casual meet and greet" counted 15-18 residents present. Yet the applicants represent this in their filing as a gathering of twice that, 30-40 residents who seemed to endorse their intentions (not so). I was there. I counted maybe 22 if you included the toddlers, teenagers and dogs. I asked about the location of access and parking; the applicants would not even look at me while replying, "Oh, the City will tell us where that will be after they rezone it." Evasive and disingenuous. Survey stakes were soon discovered showing "Proposed Road" on S Emporia St. Notably, the applicants asked not one single question of residents during the meet-and-greet.

Applicants' claims that an exclusive private swim club located here will benefit neighbors' quality of life is jaw-dropping news to those who actually know the area. Traffic load on S Dayton frequently prevents exiting from Emporia southbound onto Dayton. The 400+ club members will use our suburban residential streets -- especially S Dayton, S Emporia, S Elmira, and E Kentucky Dr -- like a giant roundabout to get pointed in the direction they wish to go. Challenge School commuters already do this. Applicants boasted that their plan to share school parking and pool parking year around will benefit residents. It will not. It will exacerbate traffic problems and endanger public safety.

Increased traffic activity engendered by a large private club is an outrageous burden to place on nearby suburban homeowners who walk pets down their streets and whose children or grandchildren tricycle, bike, and skateboard in the streets. Why in the street? Because many sections of Rangeview streets have no curb and gutter.

They pointed to Virginia Vale and Skyline as examples of neighborhoods that benefit from club operations. This is another mischaracterization. Research revealed the opposite. It seems most members are commuters, not residents in walking or biking distance.

A member of Virginia Vale told me that although it leases parking from a commercial strip on its north boundary, "parking is a problem"; adding, the board hopes to buy three homes on the other side to create private parking for members. Will residents there find it beneficial to them when the club starts knocking down affordable homes next door to them and paving those lots for members' comings and goings through their quiet residential streets?

As for Skyline, a former member said that in summer there is constant heated conflict over street parking along S Locust across from the club. His family surrendered its membership at Skyline, saying the annual cost had become more than the value of membership to them.

Initiation fees alone at Virginia Vale and Skyline are shown today to be \$4000 and \$7000, respectively. Such fees are cost prohibitive to most residents here. So negative impacts will far outweigh any benefits for the vast majority of Rangeview families. We are a very diverse mix of ages, ethnicities, beliefs, professions, aspirations and interests. It's potluck picnics and canal cleanups that bring us together, not exclusive athletic club memberships which separate the haves and have-nots. A proposed rezone to OS-B for this use at this location smacks of white privilege. It is not appropriate for this neighborhood.

The existing S-SU-I context for 1090 S Dayton St **is** appropriate given the character of the surrounding parcels and a single point of access on S Emporia St. Zoning reform in 2010 affirmed this context as did the 2019 Blueprint Denver update. I submit that it should be upheld again in 2021 and ask the Planning Board not to recommend a zoning change at this time for this use. Please allow the RNO to continue working with developers and CPD to realize a goal of affordable residential homes on the parcel.

Thank you for considering these remarks.

Linda Rea

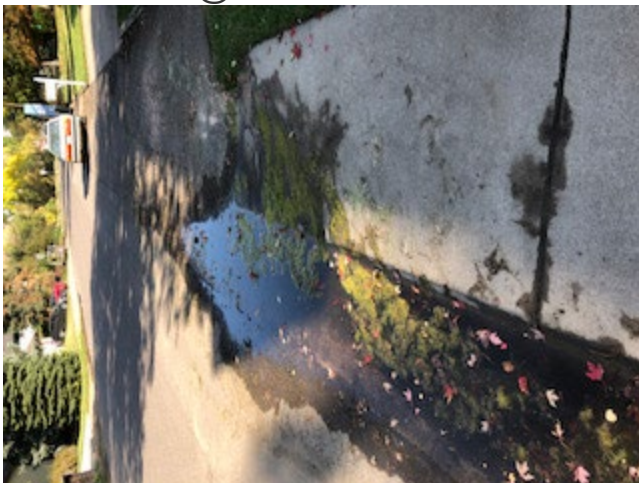
From: [BARBARA ESSES](#)
To: [Rezoning - CPD](#); [Adams, Libbie - CPD City Planner Associate](#); [denc - City Council](#)
Subject: [EXTERNAL] Rezoning at 1090 S Dayton St: Case# 21i-00045
Date: Saturday, August 28, 2021 9:13:42 AM

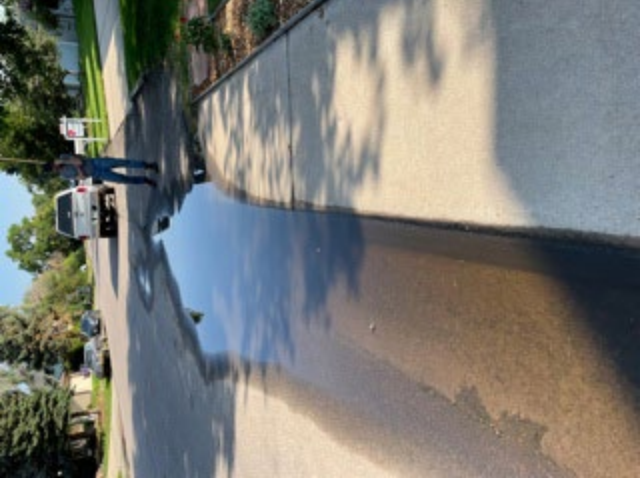
First, I would like to echo previous comments on the need for a traffic study prior to rezoning approval. We on Emporia Street are already inundated by traffic from the Challenge School on Dayton.

Additionally, an underlying wastewater management study needs to be performed prior to signing off on any proposals. The current infrastructure of Emporia Street is not capable of supporting ANY development at the southern end of the block.

Currently there is NO storm drainage on the whole street and the southern end is the high point. As a result, rain of any kind leaves standing water mid block that lasts for days to weeks, with algae growth, mosquitoes and the inherent health risks. I had contacted the WMD, and their engineer, Kevin Lewis was out here in mid May and determined this was an issue for Capital Projects: ie : not a quick fix. He or I have yet to hear from them and it has been over 3 months. If the proposed parcel is developed, my and several of my neighbors' properties will be flooded. Putting storm drainage in Emporia Street needs to be a requirement of any project upstream. The first image is from October 2020. The second and third were just this month from each side of the street. I understand this is not of the purview of rezoning. However, if development takes place without proper measures taken to ensure storm water drainage and there is resulting property damage, the City of Denver nor the developers can claim ignorance and will be held accountable.

Barbara Esses, MD
930 S Emporia Street
barbaraesses@comcast.net





From: [Harris, Danny B. - DOTI CE0431 Engineer Senior](#)
To: [Adams, Libbie - CPD City Planner Associate](#)
Subject: RE: [EXTERNAL] Rezoning at 1090 S Dayton St: Case# 21i-00045
Date: Monday, August 30, 2021 10:32:13 AM
Attachments: [image002.png](#)
[image003.png](#)

Hi Libbie,

Yes, 100-year stormwater detention and water quality treatment is a requirement of the development of this site. The project will not be responsible for resolving the existing drainage issue that Barbara identifies further downstream in the public Right-of-Way of Emporia and will need to be a Capital Improvement project as she, and Kevin Lewis, noted. However, the outfall from the private onsite stormwater facilities are anticipated to outfall to the public storm drain in Dayton based on the concept plans that were submitted a few months ago which should help this drainage concern, but won't completely resolve this ponding concern. Regardless, the redevelopment will need to demonstrate in the site drainage report that no adverse impacts to the historic drainage patterns of the site will occur as a result of the redevelopment.

Thanks,

Danny Harris, P.E., CFM | Senior Engineer

City & County of Denver

Department of Transportation & Infrastructure | Right-of-Way Services | Development Engineering Services - Wastewater

Phone: 720-913-0816

Danny.Harris@denvergov.org



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From: Adams, Libbie - CPD City Planner Associate <Libbie.Adams@denvergov.org>
Sent: Monday, August 30, 2021 10:25 AM
To: Harris, Danny B. - DOTI CE0431 Engineer Senior <Danny.Harris@denvergov.org>
Subject: FW: [EXTERNAL] Rezoning at 1090 S Dayton St: Case# 21i-00045

Hi Danny,

Jim Larson gave me your email as the DOTI wastewater reviewer for the property at 1090 S Dayton. I'm working on the rezoning and received the email below from a concerned neighbor. Will any type of storm drainage/wastewater infrastructure be required as a result of this development?

Thanks,

Libbie



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THE MILE HIGH CITY

Libbie Adams, AICP | Associate City Planner
Community Planning and Development | City and County of Denver
[Pronouns](#) | she/her/hers
phone: (720) 865-3267

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From: BARBARA ESSES <barbaraesses@comcast.net>

Sent: Saturday, August 28, 2021 9:14 AM

To: Rezoning - CPD <Rezoning@denvergov.org>; Adams, Libbie - CPD City Planner Associate <Libbie.Adams@denvergov.org>; dencc - City Council <dencc@denvergov.org>

Subject: [EXTERNAL] Rezoning at 1090 S Dayton St: Case# 21i-00045

First, I would like to echo previous comments on the need for a traffic study prior to rezoning approval. We on Emporia Street are already inundated by traffic from the Challenge School on Dayton.

Additionally, an underlying wastewater management study needs to be performed prior to signing off on any proposals. The current infrastructure of Emporia Street is not capable of supporting ANY development at the southern end of the block. Currently there is NO storm drainage on the whole street and the southern end is the high point. As a result, rain of any kind leaves standing water mid block that lasts for days to weeks, with algae growth, mosquitoes and the inherent health risks. I had contacted the WMD, and their engineer, Kevin Lewis was out here in mid May and determined this was an issue for Capital Projects: ie : not a quick fix. He or I have yet to hear from them and it has been over 3 months. If the proposed parcel is developed, my and several of my neighbors' properties will be flooded. Putting storm drainage in Emporia Street needs to be a requirement of any project upstream. The first image is from October 2020. The second and third were just this month from each side of the street. I understand this is not of the purview of rezoning. However, if development takes place without proper measures taken to ensure storm water drainage and there is resulting property damage, the City of Denver nor the developers can claim ignorance and will be held accountable.

Barbara Esses, MD
930 S Emporia Street
barbaraesses@comcast.net



August 31, 2021

Sent Via Email to:

rezoning@denvergov.org

libbie.adams@denvergov.org

denc@denvergov.org

DenverCouncil5@denvergov.org

RE: Supplemental Comments
Proposed Rezoning Application
1090 S. Dayton St.
Zoning Change: S-SU-I to OS-B
Case Number: 2021I-00045

Ladies and Gentlemen:

In response to the 8/23/2021 comment letter I submitted concerning the proposed rezoning of 1090 S. Dayton St., I received an email from Councilwoman Sawyer's Senior Council Aide passing along the advice he received from DOTI explaining that it "requires" access to this property to be from our residential S. Emporia Street because this "local street" is the lowest classification of streets bounding the property. Subsequently, on the Planning Board's website, I found the Staff Report recommending approval of this rezoning application which mentions residents' traffic concerns, but goes on to state on page 9 " . . . Denver's Department of Transportation and Infrastructure has reviewed a concept site plan and will require access to be from the street with the lowest classification, Emporia Street, in this case."

DOTI's decision to "require" access to 1090 S. Dayton St from S. Emporia Street is compatible with the current S-SU-I zoning of this property as it is part of our suburban neighborhood and its development as such will result in extremely limited additional vehicular traffic. However, to continue to make this "requirement" if the property is rezoned to OS-B for the purpose of building and operating a private enterprise that will most likely be frequented by hundreds of vehicles every day during its months of operation is absurd and irresponsible. It is unfathomable to think that this proposed rezoning and intended alternative use of this property would not necessitate a corresponding traffic study to evaluate the increased traffic flow and severe onsite parking limitations. Simply spending time at this location when the Challenge School across the street is holding events would give one a sense of the traffic impacts this rezoning will have on the Rangeview Neighborhood all day every day during the operation of the proposed swim club.

By definition, "arterial" and "collector" streets carry through traffic and also provide access to abutting property. Thus, access to the subject property from E. Mississippi Avenue and/or S. Dayton Street is entirely contemplated and reasonable under the municipal code.

The argument that "less cars on local streets . . . means there's less potential for conflicts with vehicles" is another fallacy. On arterial and collector streets, through traffic contemplates and is largely unaffected by exit/entrance points along the way. There are, in fact, already numerous such points all along E. Mississippi Avenue and S. Dayton Street near the property in question that motorists successfully navigate every day. By contrast, the potential for conflicts with such a large influx of vehicles parking on and using S. Emporia Street to get to and from an access point to the subject property off of our street will be substantial (e.g. residents backing out of their driveways, trying to navigate between vehicles parked on either side of the street, walkers and bikers who are accustomed to using the street without fear of being struck by a vehicle). On the south end of S. Emporia Street where the access point is proposed, the curvature of the street

exacerbates the likelihood of conflict and, because non-residential traffic routinely fails to acknowledge the "deaf child" sign, our hearing-impaired neighbor will be placed at greater risk.

Despite the applicants' idealistic belief that members will walk or bike to their proposed swim club, that is highly unlikely. Realistically, hundreds of members will travel to and from the club in their private vehicles every day it is in operation and there will not be anywhere near enough parking spaces to accommodate them.

Therefore, as residents of S. Emporia Street residing closest to the property which is proposed to be rezoned, we reiterate our objection to the rezoning of this property for the intended purpose unless and until a traffic study has been completed and access into the subject property is allowed from E. Mississippi Avenue and/or S. Dayton Street, not from S. Emporia Street. This is a matter of public safety.

Sincerely,



T. L. Miller

From: [Frederick Ravid](#)
To: [Rezoning - CPD](#); [Adams, Libbie - CPD City Planner Associate](#); denvercc@denvergov.org; [City Council District 5](#); SawyerForFive@icloud.com
Subject: [EXTERNAL] 1090 S. Dayton St. Zoning change: S-SU-I to OS-B Case number: 2021I-00045
Date: Tuesday, August 31, 2021 11:21:48 PM

I own 907 S Emporia St, Denver, CO 80247 and submit these comments and suggestions relative to the proposal that appears to be in the process of being rushed through approval without adequate consideration of traffic impact.

Concerns for various reasons about the above captioned proposed rezoning have been submitted by RNO members and Windsor-area residents. These are detailed elsewhere, so it's unnecessary to recapitulate them in this memo.

However, the fact that S Emporia and surrounding streets will be adversely affected by traffic and potential overflow parking is not debatable. I argue THESE are the primary long-term problems that any disinterested party would conclude are negative and avoidable defects in existing plans. Hence, these primary concerns must be amplified with this letter.

if approved without first obtaining a proper traffic study as suggested by T. L Miller in comments dated 8/23/21, this would represent a failure of government and miscarriage of public interest.

The sticking point seems to be Entrance/Egress to/from such a private club/commercial facility on single-family S Emporia St. This hastily-drawn plan is broadly opposed by homeowners to my knowledge. Alternatives appear to have been ignored or never-studied. One-way directional flow on S. Emporia street or even better, creation of a cul-de-sac limiting traffic access to the residential area just north of the proposed project has not been analyzed in any forum to my knowledge, but these are solutions that a proper study of traffic flow should consider.

Delayed approval pending a public-process traffic study is justified in this case. Such a review requires investment of time and resources. It recognizably delays the satisfaction of private buyers and sellers involved in this transaction. However, such delay is a necessary public investment, which can provide workable solutions in the name of preventing clearly-avoidable problems from the outset.

Sincerely,

F. G. Ravid

--

“There are no secrets, only unasked questions.”

Not Every Query's Keen Yearning Elicits Revelation: Gather Truth, Persist Aeternally

From: [Cabanillas, Marco R. - DOTI CE0403 Engineer-Architect Supervisor](#)
To: [Adams, Libbie - CPD City Planner Associate](#)
Subject: RE: 1090 S Dayton Access
Date: Wednesday, August 25, 2021 11:42:55 AM
Attachments: [image003.png](#)
[image001.png](#)

Yes, that's correct. It's typically the case for any redevelopment. Less cars, less potential conflicts with vehicles. This decision is based on transportation engineering judgement and supported by the authority of our department in the municipal code.

Marco Cabanillas, P.E. | Engineering Supervisor

City & County of Denver

Department of Transportation & Infrastructure | Right of Way Services – DES Transportation

[Pronouns](#) | He/Him/His

Phone: 720-865-3149

Marco.Cabanillas@denvergov.org

<https://www.linkedin.com/in/marcocabanillas/>



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From: Adams, Libbie - CPD City Planner Associate <Libbie.Adams@denvergov.org>
Sent: Monday, August 23, 2021 12:58 PM
To: Cabanillas, Marco R. - DOTI CE0403 Engineer-Architect Supervisor <Marco.Cabanillas@denvergov.org>
Subject: 1090 S Dayton Access

Hi Marco,

I have a rezoning at 1090 S Dayton that Matt is reviewing, but I see that he is currently out of town and to contact you! The neighbors are very concerned that access is going to be from Emporia Street (local) rather than from Mississippi (arterial) or Dayton (collector). I understand that DOTI requires access to be from the street with the lowest classification. Would you be able to explain why this is the policy? Is this the case for any development, regardless of the proposed use?

Thank you!

Libbie

The logo for Denver The Mile High City features a stylized sun and city skyline icon to the left of the text "DENVER THE MILE HIGH CITY".	Libbie Adams, AICP Associate City Planner Community Planning and Development City and County of Denver Pronouns she/her/hers phone: (720) 865-3267
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From: [Farmen, Matthew - DOTI CE0431 Engineer Senior](#)
To: [Fry, Logan M. - CC YA2245 City Council Aide](#); [Adams, Libbie - CPD City Planner Associate](#)
Cc: [Rodriguez, Felicia D. - CC YA2245 City Council Aide](#)
Subject: RE: 1090 Dayton - Question
Date: Monday, August 30, 2021 8:35:22 AM
Attachments: [image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image006.png](#)
[image005.png](#)

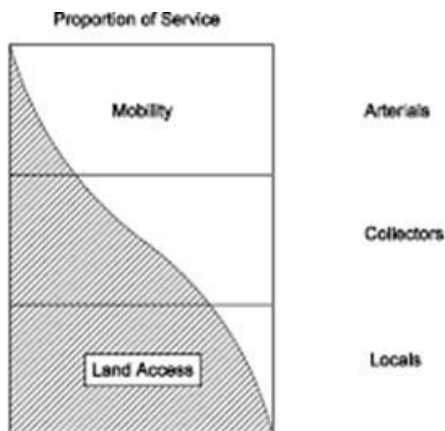
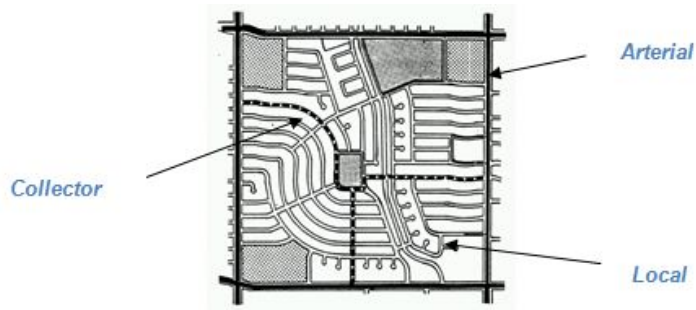
Hi Logan,

Libbie is correct, we try to have access off the lowest classified street as possible. Access is not appropriate off Mississippi (arterial) as arterials are meant for movement and higher speeds, not access. Access is more appropriate off Emporia Street (local) which is meant for access. Dayton is a collector.

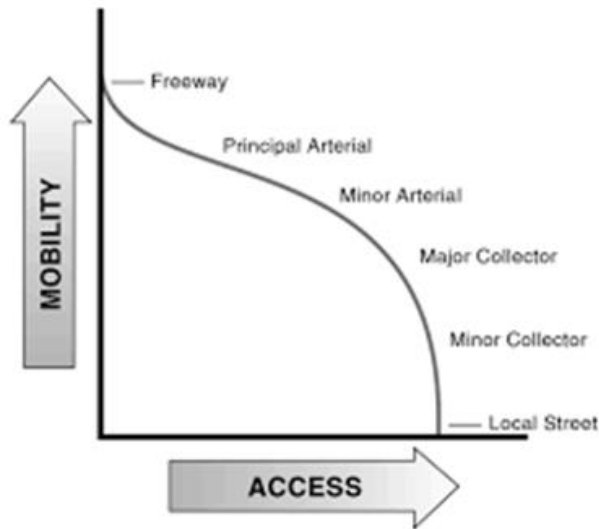
In this case, they came in with a plan showing access off Emporia. We approved the proposal as it was shown and access off Emporia meets all DOTI standards so it was not rejected by our department.

It is possible an access to Dayton could be considered, but they would need to resubmit a plan. Access off Dayton might be tricky because of the proximity to the signal and cars might cross the SB turn lanes at the intersection and would need to cross multiple travel lanes. Access to a collector, rather than a local, has higher volumes and will create more conflict points with cars and peds crossing the new sidewalk which is less consistent with Denver Vision Zero. Less peds on Emporia that cars will be in conflict with.

The graphics below help explain this.



Source: *A Policy on Geometric Design of Highways and Streets*, AASHTO, 2011
AASHTO Green Book



Happy to discuss more. Let me know if you have any questions

Thanks,
Matt

Matt Farmen, P.E. | Senior Engineer
City & County of Denver
Department of Transportation & Infrastructure | DES Transportation
p: (720) 865-3099 c: (720) 334-8205
matt.farmen@denvergov.org



From: Fry, Logan M. - CC YA2245 City Council Aide <Logan.Fry@denvergov.org>
Sent: Monday, August 23, 2021 12:56 PM
To: Adams, Libbie - CPD City Planner Associate <Libbie.Adams@denvergov.org>
Cc: Rodriguez, Felicia D. - CC YA2245 City Council Aide <Felicia.Rodriguez@denvergov.org>; Farmen, Matthew - DOTI CE0431 Engineer Senior <Matt.Farmen@denvergov.org>
Subject: RE: 1090 Dayton - Question

Libbie,

Thanks! I would definitely be interested to learn a little more about why DOTI has that stipulation and what other considerations they may have.

Sincerely,
Logan Fry

Logan Fry | Senior Council Aide
Councilwoman Amanda Sawyer | District 5
[Pronouns](#) | He/His/Him
Phone 720-337-5555

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From: Adams, Libbie - CPD City Planner Associate <Libbie.Adams@denvergov.org>
Sent: Monday, August 23, 2021 12:46 PM
To: Fry, Logan M. - CC YA2245 City Council Aide <Logan.Fry@denvergov.org>
Cc: Rodriguez, Felicia D. - CC YA2245 City Council Aide <Felicia.Rodriguez@denvergov.org>; Farmen, Matthew - DOTI CE0431 Engineer Senior <Matt.Farmen@denvergov.org>
Subject: RE: 1090 Dayton - Question

Hi Logan,

My understanding is that DOTI requires access from the street with the lowest classification, in this case that would be Emporia because it's a local street. I've copied Matt, who is the DOTI reviewer for this development, in hopes that he may have more insight as to why DOTI requires access from the lowest street classification. Although it looks like he's out of the office so hopefully he'll be able to answer upon his return! I do know that Mississippi is an arterial street, the purpose of which is to provide the most through movement and the least amount of access so we typically don't want to create new access points off of arterials if it can be avoided.

Hopefully this helps provide some clarity, but I understand reaching out to DOTI may provide more context as to why this is the policy.

Let me know if you have any additional questions,

Best,

Libbie

From: Fry, Logan M. - CC YA2245 City Council Aide <Logan.Fry@denvergov.org>
Sent: Monday, August 23, 2021 12:37 PM
To: Adams, Libbie - CPD City Planner Associate <Libbie.Adams@denvergov.org>
Cc: Rodriguez, Felicia D. - CC YA2245 City Council Aide <Felicia.Rodriguez@denvergov.org>
Subject: 1090 Dayton - Question

Good afternoon Libbie,

I hope you're doing well. We had a quick question about the proposed rezoning at Dayton. It may actually be for DOTI but I thought we would start with CPD. The question is, essentially, why is the entrance/exit proposed only on Emporia and not on Dayton or Mississippi?

Thanks Libbie, stay well!

Sincerely,
Logan Fry

Logan Fry | Senior Council Aide
Councilwoman Amanda Sawyer | District 5
Pronouns | He/His/Him
Phone 720-337-5555

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Planning Board Comments



Submission date: **28 August 2021, 9:15AM**
Receipt number: **40**
Related form version: **2**

Your information

Name	Barbara Esses
Address or neighborhood	930 S Emporia Street
ZIP code	80247
Email	barbaraesses@comcast.net

Agenda item you are commenting on

Rezoning

Rezoning

Address of rezoning	1090 S Dayton St
Case number	21i-00045

Draft plan

Plan area or neighborhood

Proposed text amendment

Project name

Historic district application

Name of proposed historic district

Comprehensive Sign Plan

Address of comprehensive sign plan

Case number

DURA Renewal Plan

Address of renewal project

Name of project

Other

Name of project you would like to comment on

Submit your comments

Would you like to express support or opposition to the project? **Neutral**

Your comment:

First, I would like to echo previous comments on the need for a traffic study prior to rezoning approval. We on Emporia Street are already inundated by traffic from the Challenge School on Dayton.

Additionally, an underlying wastewater management study needs to be performed prior to signing off on any proposals. The current infrastructure of Emporia Street is not capable of supporting ANY development at the southern end of the block. Currently there is NO storm drainage on the whole street and the southern end is the high point. As a result, rain of any kind leaves standing water mid block that lasts for days to weeks, with algae growth, mosquitoes and the inherent health risks. I had contacted the WMD, and their engineer, Kevin Lewis was out here in mid May and determined this was an issue for Capital Projects: ie : not a quick fix. He or I have yet to hear from them and it has been over 3 months. If the proposed parcel is developed, my and several of my neighbors' properties will be flooded. Putting storm drainage in Emporia Street needs to be a requirement of any project upstream. The first image is from October 2020. The second and third were just this month from each side of the street. I understand this is not of the purview of rezoning. However, if development takes place without proper measures taken to ensure storm water drainage and there is resulting property damage, the City of Denver nor the developers can claim ignorance and will be held accountable.

If you have an additional document or image that you would like to add to your comment, you may upload it below. Files may not be larger than 5MB.

[IMG_0938.jpeg](#)

[IMG_0056.jpeg](#)

[IMG_0114.jpeg](#)

Planning Board Comments



Submission date: 27 August 2021, 5:35PM
Receipt number: 42
Related form version: 2

Your information

Name: Linda Cantrill
Address or neighborhood: 937 South Emporia Street
ZIP code: 80247
Email: lcantrill5@q.com

Agenda item you are commenting on

Rezoning

Rezoning

Address of rezoning: 1090 S Dayton Street
Case number: 20211-00045

Draft plan

Plan area or neighborhood

Proposed text amendment

Project name

Historic district application

Name of proposed historic district

Comprehensive Sign Plan

Address of comprehensive sign plan

Case number

DURA Renewal Plan

Address of renewal project

Name of project

Other

Name of project you would like to comment on

Submit your comments

Would you like to express support or opposition to the project?

Moderate opposition

Your comment:

**Comments to the Planning Board August 22, 2021, re: Case #2021I-00045, 1090 South Dayton St.
Submitted by Linda Cantrill, 937 S. Emporia Street, Denver, CO 80247 (lcantrill5@q.com)**

After reading the Skinner's application for rezoning the 1090 S Dayton property from the current S-SU-I to OS-B designation, I have multiple concerns about the transparency and accuracy of this application. My primary comments will be concerning Equity Concepts as we are not an underserved neighborhood. Rangeview's location in both Denver and Aurora affords us the unique position of accessibility to both cities public open/green spaces as outlined below.

Equity Concepts:

" At present, there are no parks or open space available for the Rangeview Neighborhood Association within a 10-minute walk. Rezoning 1090 S Dayton St to OS-B would bolster equity indices for this underserved neighborhood."

Highline Canal Trail - Rangeview residents have public access to 71 miles of the Highline Canal Trail which serves as the

neighborhood's north boundary. In fact, residents have made several unofficial short-cuts into the trail outside the official S Dayton and S Havana entrances. During Covid lockdown, this was a popular area to recreate, walk, and cycle. As stated by the Applicants, it is a short 5-minute walk from the proposed site of their private club (apx 970 ft). And it more than meets the definition of open green space.

Ben Bezoff Park – This Denver neighborhood park is located at 600 S. Fulton Street. While small, it serves as local public green space to walk and enjoy. It is .8 miles from the proposed private club site.

Expo Park Disc Golf Course – This is a huge public park 1.4 miles from the proposed private club site. It is located just east of S Havana between E Alameda and E Exposition Avenues, bordered on the East by S Moline in Aurora. As the name implies, disc (frisbee) golf is the big sport here but, additionally, there are tennis courts, hoops, pavilions, and, pre-covid, was a place for soccer teams to meet. It is a busy, well- maintained park for close-by Denver and Aurora neighborhoods. It connects on E Exposition Ave to -

Westerly Creek Trail – which is the Aurora portion of the Westerly Creek Trail. It is 1.1 miles from the proposed private club site. It is a nice trail for walking and cycling, and will lead you to -

Utah Park – A large and glorious public green space offering an indoor pool, children's playground, tennis courts, picnic pavilions and multiple ball fields. It is located at 1800 S Peoria Street and is 2.5 miles distance from the proposed private club site.

Finally, there is the **Lowry Sports Complex Park** – home to soccer and ball fields, children's park and tennis courts which is located 2.2 miles from the proposed private club site. While not a 10-minute walk to some of these parks, it is doable for those working on their 10,000 steps, or basically 5 miles. And they all meet any definition of open green space!

There is further misrepresentation on the following points:

Health and Active Goals - The proposed building and development footprint (18,782 sq ft/22.30%) does not include the square footage or percentage to be used for parking. This needs to be included for any consideration of the plan.

Neighborhood Context – in discussion of the street layout and entrance to the club it is stated, "which keeps traffic at the entrance of the neighborhood instead of disrupting quiet streets...via S Dayton Street". Reading between the lines, to me it reads, "S Emporia Street driveway" since few walkers or

cyclists would traverse busy S Dayton when one street over is the much safer S Emporia. That can be said for vehicle traffic as well. To consider this plan, S Emporia Street residents need to be assured we are not part of the grand plan for traffic flow and parking for the site.

Adjacent Street Types – The statement, “Under the current S-SU-I designation, it is unrealistic for one single-family home to be built at this location on 1.933 acres”, is erroneous. This lot is currently zoned and stipulated for 6-7 single family homes in the \$600,000 range.

Public Health, Safety and General Welfare – “Rezoning to OS-B to accommodate High Line Swim Club provides the Windsor neighborhood access to open space recreation.” This statement is false. The Windsor neighborhood has public “access to open space recreation” which is literally an “extension of community members’ backyards”. And it is free. Rangeview co-exists with the Highline Canal; rezoning the parcel to OS-B is, therefore, redundant.

Justifying Circumstances – The statement by the Skinner’s, “the conversation on rezoning to accommodate our swim club project concluded with applause and excitement of a value-add proposal that fits the neighborhood’s needs. The support from the community for a desirable asset should make the case for rezoning a win for all”, is an overreach of the facts. The Facts (and these numbers are taken from the application): of the 186 single-family homes in Rangeview, 30-40 attendees (1 attendee=1 single-family home) were at the meet and greet, which represents 16-21% of the Rangeview community, and probably less since many couples and families were from the same household. This is not a ringing endorsement for the proposal.

I was initially intrigued by the concept of a swim club in the neighborhood. But I am now concerned by the Skinner’s application, written with so many misrepresentations, misconceptions and outright falsehoods, that we may be doing a disservice to our quaint and quirky neighborhood. My concern is that transparency and truthfulness will be lost in future negotiations.

Clarification of all comments on this bid to rezone is needed.

Respectfully submitted,

Linda Cantrill

If you have an additional document or image that you would like to add to your comment, you may upload it below. Files may not be larger than 5MB.

After reading the Skinner's application for rezoning the 1090 S Dayton property from the current S-SU-1 to OS-B designation, I have multiple concerns about the transparency and accuracy of this application. My primary comments will be concerning Equity Concepts as we are not an underserved neighborhood. Rangeview's location in both Denver and Aurora affords us the unique position of accessibility to both cities public open/green spaces as outlined below.

Equity Concepts:

" At present, there are no parks or open space available for the Rangeview Neighborhood Association within a 10-minute walk. Rezoning 1090 S Dayton St to OS-B would bolster equity indices for this **underserved** neighborhood."

Highline Canal Trail - Rangeview residents have public access to 71 miles of the Highline Canal Trail which serves as the neighborhood's north boundary. In fact, residents have made several unofficial short-cuts into the trail outside the official S Dayton and S Havana entrances. During Covid lockdown, this was a popular area to recreate, walk, and cycle. As stated by the Applicants, it is a short 5-minute walk from the proposed site of their private club (apx 970 ft). And it more than meets the definition of open green space.

Ben Bezoff Park – This Denver neighborhood park is located at 600 S. Fulton Street. While small, it serves as local public green space to walk and enjoy. It is .8 miles from the proposed private club site.

Expo Park Disc Golf Course – This is a huge public park 1.4 miles from the proposed private club site. It is located just east of S Havana between E Alameda and E Exposition Avenues, bordered on the East by S Moline in Aurora. As the name implies, disc (frisbee) golf is the big sport here but, additionally, there are tennis courts, hoops, pavilions, and, pre-covid, was a place for soccer teams to meet. It is a busy, well-maintained park for close-by Denver and Aurora neighborhoods. It connects on E Exposition Ave to -

Westerly Creek Trail – which is the Aurora portion of the Westerly Creek Trail. It is 1.1 miles from the proposed private club site. It is a nice trail for walking and cycling, and will lead you to -

Utah Park – A large and glorious public green space offering an indoor pool, children's playground, tennis courts, picnic pavilions and multiple ball fields. It is located at 1800 S Peoria Street and is 2.5 miles distance from the proposed private club site.

Finally, there is the **Lowry Sports Complex Park** – home to soccer and ball fields, children's park and tennis courts which is located 2.2 miles from the proposed private club site, and **Big Bear Arena**, also on Lowry, if you are a fan of ice-skating and is 2.9 miles from the proposed private club site.

While not a 10-minute walk to some of these parks, it is doable for those working on their 10,000 steps, or basically 5 miles. And they all meet any definition of open green space!

There is further misrepresentation on the following points:

Health and Active Goals - The proposed building and development footprint (18,782 sq ft/22.30%) does not include the square footage or percentage to be used for parking. This needs to be included in the gross floor area for any consideration of the plan.

Neighborhood Context – in discussion of the street layout and entrance to the club it is stated, “which keeps traffic at the entrance of the neighborhood instead of disrupting quiet streets...via S Dayton Street”. Reading between the lines, to me it reads, “S Emporia Street driveway” since few walkers or cyclists would traverse busy S Dayton when one street over is the much safer S Emporia. That can be said for vehicle traffic as well. To consider this plan, S Emporia Street residents need to be assured we are not part of the grand plan for traffic flow and parking for the site.

Adjacent Street Types – The statement, “Under the current S-SU-I designation, it is unrealistic for one single-family home to be built at this location on 1.933 acres”, is erroneous. This lot is currently zoned and stipulated for 6-7 single family homes in the \$600,000 range.

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Justifying Circumstances – The statement by the Skinner’s, “the conversation on rezoning to accommodate our swim club project concluded with applause and excitement of a value-add proposal that fits the neighborhood’s needs. The support from the community for a desirable asset should make the case for rezoning a win for all”, is an overreach of the facts. The Facts (and these numbers are taken from the application): of the 186 single-family homes in Rangeview, 30-40 attendees (1 attendee=1 single-family home) were at the meet and greet, which is a 16-21% representation of Rangeview’s community, and probably less since many couples and families were from the same household. This is not a ringing endorsement for the proposal.

I was initially intrigued by the concept of a swim club in the neighborhood. But I am now concerned by the Skinner’s application, written with so many misrepresentations, misconceptions and outright falsehoods, that we may be doing a disservice to our quaint and quirky neighborhood. My concern is that transparency and truthfulness will be lost in future negotiations.

Clarification of all comments presented on this bid to rezone by the Skinner’s is needed.