




DENVER
THE MILE HIGH CITY

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

201 W Colfax Ave, Dept 205
Denver, CO 80202
p: 720-865-2915
f: 720-865-3056
www.denvergov.org/planning

APPLICATION FOR ZONE MAP AMENDMENT

Application #		Date Submitted	11.12.13	Fee Required	\$1,000.00	Fee Paid	
APPLICANT INFORMATION				CONTACT INFORMATION (Same as Applicant? N)			
Applicant Name	LPC 28 th Avenue LLC			Contact Name	Herb Casner		
Address	496 S. Broadway			Address	6140 Greenwood Plaza Blvd.		
City, State, Zip	Denver, CO 80209			City, State, Zip	Greenwood Village, CO 80111		
Telephone / Fax	303.825.6200 /			Telephone / Fax	303.905.7567 /		
Email	hauser@drakeres.com			Email	hcasner@namapartners.com		
Subject Property Location [Please Include Assessor's Parcel Number(s)]							
2000 E. 28 TH AVE. PIN#160824364 SCHEDULE# 0226619019000							
Legal Description of Subject Property							
Lots 1 through 4 and the North 1/2 of Lot 5, Block 24, Clayton's Addition, City and County of Denver, State of Colorado							
Area of Subject Property (Acres/Sq Ft)			Present Zone District		Proposed Zone District (Waivers and Conditions Require Separate form)		
0.323ACRE/14,083SF			PUD 572		Amendment to PUD		
Describe the nature and effect of the proposed Zone Map Amendment							
An amendment to the existing PUD is being requested to allow for more retail type services in the existing building. The existing PUD is very restrictive and limits use of the building to an eating place and an office space. By increasing the type of tenants allowed, local neighborhood businesses will be able to operate out of this building and provide their services to the neighborhood.							
Select Legal Basis for the Zone Map Amendment and explain in detail				Error in the map as approved by City Council			
				<input type="checkbox"/> Error in the map as approved by City Council <input checked="" type="checkbox"/> Changed or Changing Conditions that make a Zone Map Amendment Necessary			
The necessity for the change is due to the fact that the existing PUD is very limited in the types of tenants allowed. As an example, a local resident who wanted to open a hair salon in the building was denied a permit because that type of use was not permitted by the PUD. Two eating establishments currently are in the building. The remaining space sits empty because of the restrictive requirements of the PUD.							
State the land use and the development proposed for the subject property. Include the time schedule (if any) for development							
The amendment to the PUD will allow for the current use to remain and allow the owner to add other retail types of tenants that are in compliance with a B-2 designation. No development of the property is proposed.							
Required Exhibits				Additional Exhibits			
Applicant & Owner Information Sheet				<input checked="" type="checkbox"/>			
Maps - Required for Final Submissions				<input type="checkbox"/>			
Case Manager	Courtland Hyser						
Signature							Date
							11.12.13

APPLICANT & OWNER INFORMATION SHEET

[1] Section 59-648(c) of the Denver Revised Municipal Code requires that an applicant for rezoning provide the applicant's name, address, and respective ownership interest, if any, on the application. In addition, unless subject to paragraph [2] below, the applicant must provide, in the space provided on this form, a list of all the owners of the property and the holders of deeds of trust, identifying which owners and holders of deeds of trust are represented by the applicant.

[2] If the application is for designation of an area as B-2, B-3, R-X or PUD zone district, the applicant must submit the concurrence of the owners and holders of deeds of trust of the entire land area to be included in the proposed district (and any structures thereon). In such cases, this form must be completed for each individual owner, together with sufficient evidence of ownership for each owner and holder of a deed of trust. Documentation verifying ownership interest may include (but is not limited to): Copies of deeds, powers of attorney, and corporate/partnership registrations filed with the Secretary of State.

Application Number	Applicant's Name
	LPC 28 th Avenue LLC

Property Address(es)

2000 E 28th Avenue, Denver, CO 80205

Applicant's Address

496 S. Broadway, Denver, CO 80209

NOTE: If application is for rezoning to B-2, B-3, R-X or PUD, and the applicant is not the property owner, this form must be accompanied by a Power of Attorney statement from the property owner.

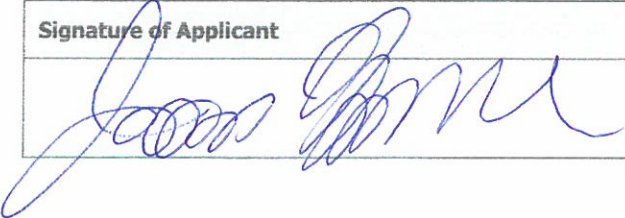
Indicate as accurately as possible the form of interest in the property, and the amount held by the individual or entity listed as "applicant" above.

Fee Title Owner (Has Deed of Ownership) LPC 28 th Avenue LLC	All	<input checked="" type="checkbox"/>
	A Portion	<input type="checkbox"/>
Contract Owner	All	<input type="checkbox"/>
	A Portion	<input type="checkbox"/>
Holder of a Security Interest	All	<input type="checkbox"/>
	A Portion	<input type="checkbox"/>

List the names and addresses of all owners and holders of Deeds of Trust for the property, if any, and indicate which owners or holders of deeds of trust are represented by the applicant in the space below (please add additional pages, if needed).

LPC 28th Avenue LLC
496 S. Broadway
Denver, CO 80209

Jon Hauser

Signature of Applicant	Date Signed
	12/23/2013

STATEMENT OF AUTHORITY

- 1. This Statement of Authority relates to an entity named LPC 28th Avenue LLC and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
2. The type of entity is a: [] trust, [] nonprofit corporation, [x] limited liability company, [] general partnership, [] limited partnership, [] registered limited liability partnership, [] registered limited liability limited partnership, [] limited partnership association, [] government or governmental subdivision or agency, [] corporation
3. The entity is formed under the laws of Colorado
4. The mailing address for the entity is 496 South Broadway, Denver, CO 80209
5. The [x] name [] position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is Jon Hauser, General Manager of Drake Real Estate Services, Inc., a Colorado corporation, as Manager of Drake Developments LLC, a Colorado limited liability company, as Manager of Little Property Company LLC, a Colorado limited liability company, as Manager of LPC 28th Avenue LLC, a Colorado limited liability company
6. The authority of the foregoing person (s) to bind the entity is [x] not limited [] limited as follows:
7. Other matters concerning the manner in which the entity deals with interests in real property: None

Executed this 14th day of March, 2013.

Signature of Jon Hauser
By Jon Hauser, General Manager of Drake Real Estate Services, Inc., as Manager of Drake Developments LLC, as Manager of Little Property Company LLC, as Manager of LPC 28th Avenue LLC

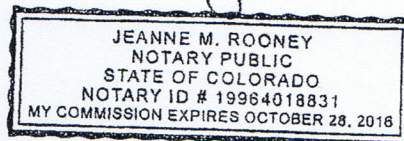
STATE OF COLORADO
CITY & COUNTY OF DENVER } SS:

The foregoing instrument was acknowledged before me this 14th day of March, 2013, Jon Hauser, General Manager of Drake Real Estate Services, Inc., as Manager of Drake Developments LLC, as Manager of Little Property Company LLC, as Manager of LPC 28th Avenue LLC.

Witness my hand and official seal.

Signature of Jeanne M. Rooney
Notary Public

My commission expires: 10/28/16



1This form should not be used unless the entity is capable of holding title to real property.
2The absence of any limitation shall be prima facie evidence that no such limitation exists.
3The statement of authority must be recorded to obtain the benefits of the statute.



DRAKE
REAL ESTATE SERVICES

Direct: 303.825.6200
Email: hauser@drakeres.com

December 17, 2013

City and County of Denver
Community Planning and Development
201 W. Colfax Ave., Dept. 205
Denver, CO 80202

Re: Letter of Authorization

To Whom It May Concern:

This letter shall authorize Herb Casner of Nama Partners, LLC to represent LPC 28th Avenue LLC with regard to the rezoning of the property located at 2000-2040 E. 28th Avenue, Denver, Colorado.

If you have any questions, please do not hesitate to call me directly at (303) 825-6200.

Sincerely,

Jon Hauser

RECORDATION REQUESTED BY:

Citywide Banks
PO Box 128
Aurora, CO 80040-0128

WHEN RECORDED MAIL TO:

Citywide Banks
PO Box 128
Aurora, CO 80040

FOR RECORDER'S USE ONLY

DEED OF TRUST

MAXIMUM PRINCIPAL AMOUNT SECURED. The Lien of this Deed of Trust shall not exceed at any one time \$745,325.00 except as allowed under applicable Colorado law.

THIS DEED OF TRUST is dated March 19, 2013, among LPC 28th Avenue LLC, a Colorado limited liability company, whose address is 496 S. Broadway, Denver, CO 80209-1518 ("Grantor"); Citywide Banks, whose address is PO Box 128, Aurora, CO 80040-0128 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and the Public Trustee of the City and County of Denver, Colorado (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor hereby irrevocably grants, transfers and assigns to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Denver County, State of Colorado:

Lots 1 through 4 and the North 1/2 of Lot 5, Block 24, Clayton's Addition, City and County of Denver, State of Colorado

The Real Property or its address is commonly known as 2000-2018 E. 28th Ave., Denver, CO 80205.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed