

## Zone Map Amendment (Rezoning) - Application

PROPERTY OWNER INFORMATION*		PROPERTY OWNER(S) REPRESENTATIVE**	
<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION		<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION	
Property Owner Name	Boys & Girls Clubs of Metro Denver	Representative Name	Kim Davidson
Address	2017 W. 9 <sup>th</sup> Ave.	Address	2017 W. 9 <sup>th</sup> Ave.
City, State, Zip	Denver, CO 80204	City, State, Zip	Denver, CO 80204
Telephone	303-892-9200	Telephone	303-870-0595
Email	Erin.Perteous-CEO@bgcmd.org	Email	Kim.D@bgcmd.org
<p>*If More Than One Property Owner:            All standard zone map amendment applications shall be initiated by all the owners of at least 51% of the total area of the zone lots subject to the rezoning application, or their representatives authorized in writing to do so. See page 3.</p>		<p>**Property owner shall provide a written letter authorizing the representative to act on his/her behalf.</p>	
<p>Please attach Proof of Ownership acceptable to the Manager 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.</p> <p>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.</p>			
SUBJECT PROPERTY INFORMATION			
Location (address and/or boundary description):	3325 W. 16 <sup>th</sup> Ave. Denver, CO 80204		
Assessor's Parcel Numbers:	02323-21-25-000		
Area in Acres or Square Feet:	56,540 sf / 1.3 Acres		
Current Zone District(s):	G-MU-3		
PROPOSAL			
Proposed Zone District:	G-MX-3		

REVIEW CRITERIA	
<p>General Review Criteria: The proposal must comply with all of the general review criteria DZC Sec. 12.4.10.7</p>	<p><input checked="" type="checkbox"/> <b>Consistency with Adopted Plans:</b> 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. Please provide an attachment describing relevant adopted plans and how proposed map amendment is consistent with those plan recommendations; or, describe how the map amendment is necessary to provide for an unanticipated community need.</p> <p><input checked="" type="checkbox"/> <b>Uniformity of District Regulations and Restrictions:</b> 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"/> <b>Public Health, Safety and General Welfare:</b> The proposed official map amendment furthers the public health, safety, and general welfare of the City.</p>
<p>Additional Review Criteria for Non-Legislative Rezoning: The proposal must comply with both of the additional review criteria DZC Sec. 12.4.10.8</p>	<p><b>Justifying Circumstances - One of the following circumstances exists:</b></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 on 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>a. Changed or changing conditions in a particular area, or in the city generally; or</p> <p>b. A City adopted plan; or</p> <p>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. Please provide an attachment describing the justifying circumstance.</p> <p><input type="checkbox"/> The proposed official map amendment is consistent with the description of the applicable neighborhood context, and with the stated purpose and Intent of the proposed Zone District. Please provide an attachment describing how the above criterion is met.</p>
REQUIRED ATTACHMENTS	
<p>Please ensure the following required attachments are submitted with this application:</p> <p><input checked="" type="checkbox"/> Legal Description (required to be attached in Microsoft Word document format)</p> <p><input checked="" type="checkbox"/> Proof of Ownership Document(s)</p> <p><input checked="" type="checkbox"/> Review Criteria, as identified above</p>	
ADDITIONAL ATTACHMENTS	
<p>Please identify any additional attachments provided with this application:</p> <p><input checked="" type="checkbox"/> Written Authorization to Represent Property Owner(s)</p> <p><input type="checkbox"/> Individual Authorization to Sign on Behalf of a Corporate Entity</p>	
<p>Please list any additional attachments:</p>   	



# REZONING GUIDE

## PROPERTY OWNER OR PROPERTY OWNER(S) REPRESENTATIVE CERTIFICATION/PETITION

We, the undersigned represent that we are the owners 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)
<b>EXAMPLE</b> 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>	01/01/12	(A)	YES
Boys & Girls Clubs of Metro Denver	3325 W. 16th Ave. Denver, CO 80204	100%	<i>Kim Davidson</i>	03-02-2020	B & C	YES



2017 West 9<sup>th</sup> Avenue  
Denver, CO 80204

phone 303-892-9200  
fax 303-892-9210

[www.GreatFuturesDenver.org](http://www.GreatFuturesDenver.org)

**March 11, 2020**

City & County of Denver  
Community Planning & Development

**Request for Rezoning:**

**Address:** 3325 West 16<sup>th</sup> Avenue Denver, CO 80204  
**Application Number:** 2019i-00181  
**Neighborhood:** West Colfax  
**Council District:** District 3, Jamie Torrez  
**Area of Property:** 56,540 S.F. (1.3 Acres)  
**Current Zoning:** G-MU-3 (General Urban – Multi Unit – 3 Stories Maximum Height)  
**Proposed Zoning:** G-MX-3 (General Urban – Mixed Use – 3 Stories Maximum Height)

**Summary of Zoning Request:**

Boys & Girls Clubs of Metro Denver (BGCMD) is applying to Denver Planning and Development Services to re-zone its parcel of land at 3325 W. 16<sup>th</sup> Avenue Denver, CO 80204 from **G-MU-3** to **G-MX-3**.

We have previously contacted Councilman Lopez. More recently, we have contacted Councilwoman Torres, Councilwoman Ortega, Councilwoman Sandoval and Councilwoman Kniech. In addition, we have reached out to West Colfax Neighborhood Association, The President of the Sloan's Lake Neighborhood Association, Sloan's Lake Citizens Group, West Colfax Business Improvement District and West Colfax Neighborhood Association to share with them our intent to apply for rezoning of this property.

Boys & Girls Clubs would like to rezone our property from G-MU-3 to G-MX-3 to provide opportunity to construct a two story Program Support and Training Center, adjacent to our Johnson Boys & Girls Club. The Johnson Club has served neighborhood kids since the 1960's and this will position our program support and training center adjacent to a Club that provides direct service to children. This is advantageous for several reasons:

- It makes economic sense to relocate our offices and minimize travel for staff who work between the Johnson Boys & Girls Club and our current program support center and build our new program support and training center on property that is owned by the organization.
- Building the new facility next to a youth serving Club will provide daily opportunities for our Board, funders, prospective volunteers and employees to also visit the club and see "first-hand" our kids in active programming.
- A new support center with access to public transit is attractive when recruiting new employees
- A new facility would be built to include space for early childhood education (ECE) services to augment our existing services in the neighborhood and effectively serve children ages 3 to 18.
- A new facility would be built to include co-working and training space for community-serving organizations to connect, collaborate and create positive impact.

- Our plans fit in the scope of General Urban neighborhoods offering residents a mix of uses
- We have resisted offers from developers to purchase our property and relocate the Johnson Boys & Girls Club and a new Program Support Center because the need for youth services in the West Colfax Neighborhood remains relevant based on a three year evaluation of youth participation.
- Our organization would like to remain in Denver with a central location instead of choosing to close the Club, sell the property and build a new Club and Program Support & Training Center in another city, following many of our families who have left Denver seeking affordable housing.

The proposed Zone Map Amendment implements adopted plans and provides consistency with applicable criteria, as defined by **Denver Zoning Code**.

**Denver Zoning Code (DZC Section 12.4.10.7) General Review Criteria Applicable to All Zone Map Amendments**

This document will provide support to show that proposed rezoning meets **DZC** review criteria:

- A. Consistency with Adopted Plans**
- B. Uniformity of District Regulations and Restrictions**
- C. Public Health, Safety and General Welfare**
- D. Justifying Circumstance**
- E. Consistency With Neighborhood Context Description, Zone District Purpose and Intent Statements**

**A. DZC Section 12.4.10.A Consistency With Adopted Plans**

The proposed rezoning is consistent with the following adopted plans that currently apply to this property:

- **West Colfax Plan, September 18, 2006**
- **Blueprint Denver, April 22, 2019**
- **Denver Comprehensive Plan 2040**

**Denver West Colfax Plan, September 18, 2006**

The West Colfax Plan was adopted in 2006 and zoning of this site occurred in 2010. Since then, changes to consider include significant redevelopment in the area (redevelopment of St. Anthony's hospital, numerous redevelopments within 1-2 blocks of the subject site) and the opening of the West light rail line in 2013. The West Colfax Plan describes potential for transit supportive infill and redevelopment of vacant, underutilized and deteriorated parcels in town centers and in close proximity to light rail stations. This plan identifies approximately 320 acres (25% of the study area) as Areas of Change where large and small scale redevelopment may be appropriate over time. These redevelopment areas concentrate around light rail station areas and in town center nodes along main street arterials.

**Denver West Colfax Plan, Human Capital Goals (pgs. 5 & 6):**

- *Create a sense of place with identifiable districts that support discernible patterns of land development, high quality urban design, and gateways and focal points at key destinations or neighborhood entries.*
- *Promote high quality design, preserve historic resources and complement the traditional urban patterns of development.*
- *Maximize urban land development potential; promote compact, mixed-use development and focus intense development to strategic growth areas.*
- *Increase the supply of residential units and provide diverse housing options. 5 5. . Increase opportunities for informal and formal public gathering. 6 6. .*
- *As interest builds in the development opportunities throughout the West Colfax area, it is important to remember and plan for the retention of existing residents and consider ways to enhance the human capital of the community.*
- *Augment the West Colfax area’s competitive advantage for investment and redevelopment.*
- *Organize business interests in commercial areas and enhance the image of commercial districts.*
- *Implementation of this plan ensures a sustainable future for one of Denver’s defining urban communities.*

**Denver West Colfax Plan, Office Demand Analysis (pg. 64)**

- *The provision of live/work opportunities within the study area is a foundation of the plan. In concert with increased housing density, office development could be introduced to further strengthen the connection between employment and residential uses. The West Colfax corridor and other key enclaves within the study area will work as a “business address” if there are ample opportunities to grow business support and retail services, eating and drinking establishments, as well as government and other institutional tenants.*
- *Demand for new office space is derived from two primary sources: expansion of existing industry and the relocation of new companies into the market. Office demand will likely be limited to smaller Class B multi-tenant space, with the exception of catalyst nodes where Class A space may be possible in the mid- or long-term. As the study area redevelops and land prices begin to increase, demand for higher density mixed-use projects (e.g. “office-over-retail”) will begin to emerge. Establishing the West Colfax corridor as a destination for shopping, dining, services, entertainment, housing and employment) will concurrently enhance this area’s ability to capture demand from tenants seeking these kinds of progressive, mature urban locations. Forecast tables and the event-based adjustment analysis follow.*

### **Denver West Colfax Plan, Map Designations (Pgs. 79 & 81)**

- The **Future Land Use Concept Map** designates the property as a **Town Center**.
- The **Urban Design Concept Map** designates the property as a **Town Center Growth Area**.

### **Denver West Colfax Plan, Urban Town Center (Pg. 83)**

Characteristics for **Urban Town Centers** are described as follows:

- *Development pattern: Compact, development radiates from dense core and a centralized gathering place*
- *Typical scale: Variable - greatest height and intensity of lot coverage in core radiates to lower intensity at fringe*
- *Uses: Mixed vertically and/or horizontally, highest intensity destination and employment uses in the core, civic amenities and housing dispersed throughout*
- *Features: Stoops, plazas, outdoor seating and pocket parks Street*
- *Character: Street trees, street furniture, wide sidewalks and pedestrian lighting*
- *Parking: On-street, in structures or behind street-facing buildings*

*A compact, dense, inter-connected and walkable development pattern typically clustered at or near the intersection of major arterials defines Town Centers. Often these activity centers include a mixed-use retail and employment oriented core organized around a central plaza or formal green space. Live-work units, residential structures with accessory retail and residential structures (used solely for residential occupancy) radiate in intensity from the core. Housing options come in a variety of forms from townhomes and row houses dispersed throughout the Town Center to condominium buildings in the core. The highest intensity residential buildings are associated with large development parcels or the presence of transit. Typically, such larger residential buildings capitalize on an opportunity to offer extraordinary views of city lights or the mountains. Town Centers are perfect locations for destination retail, employment, dining and entertainment venues as well as elderly housing, housing for low- to moderate-income workers, daycare and youth programs. Civic amenities such as satellite libraries and postal offices are key elements that support common needs of residents and reinforce public gathering. Plentiful street trees, street furniture and pedestrian lighting soften the urban context of Town Centers and encourage inhabitants and visitors to walk and mingle on the streets. Stoops, plazas, outdoor seating and pocket parks provide discreet public gathering places. Sidewalks are wide and depending on locations are either attached with trees in grates (in the core) or detached with tree lawns (at the fringe). Parking is provided primarily in structures out of view from public areas.*

### **Blueprint Denver, April 22, 2019**

#### **Growth Areas Strategy (Pg. 51)**

- Blueprint Denver 2019 provides a more nuanced way to handle growth, directing growth to key centers, corridors and higher 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 expected to see some, more limited growth.

Based on its location at the northwest corner of a **Local Street** (16<sup>th</sup> Ave.) and a **Residential Collector** (Irving Street) the site meets the neighborhood character-compatible development plan described as **General Urban in Neighborhood Contexts (Page 137)**:

- *Predominantly multi-unit structures. 1-unit and 2-unit residential and low scale mixed-use are embedded within the multi-unit areas. Block patterns are generally regular with consistent alley access. Buildings are medium scale and close to the street.*
- *High degree of walkability, bikeability and good access to transit priority streets with little reliance on cars.*
- *Parks of various sizes and privately owned, publicly accessible outdoor spaces and plazas. Trees are within lawns/planting strips and expanded streetscape planting areas.*

**The Future Places Map (pg. 143) defines the property as a Low-Medium Residential Area** *This area is primarily residential, with a mix of unit types. Single and two-unit homes are interspersed with lower scale multi-unit buildings. Limited neighborhood serving commercial can be found, particularly at intersections. Heights are generally up to 3 stories. Lot coverage may be high and setbacks should generally respect the existing character with buildings orienting to the street.*

**Active Uses for Mixed-Use Areas (Pg. 101):**

- *The Denver Zoning Code has numerous mixed-use and main street zone districts for each neighborhood context. As currently written, none of those zone districts mandate an actual mix of uses—whether at the individual lot, building, block or district scale. The result is a clear intent for mixed-use development in these districts, with very little teeth to ensure mixed-use on the ground. Many mixed-use and main street zone districts have seen new development that is exclusively residential, thus lacking the desired neighborhood services and amenities that typically come to mind with mixed-use zoning. The lack of non-residential uses can be particularly challenging at the street level since uses such as offices, retail and services help to create and support pedestrian activity.*

**Denver Comprehensive Plan 2040**

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

- *Strong and Authentic Neighborhoods Goal 1, Strategy A – Build a network of well connected, vibrant, mixed-use centers and corridors (p. 34).*
- *Economically Diverse and Vibrant – Goal 3, Strategy A: Promote small, locally-owned businesses and restaurants that reflect the unique character of Denver (pg. 46).*
- *Environmentally Resilient Goal 8, Strategy B – Encourage mixed-use communities where residents can live, work and play in their own neighborhoods (p. 54).*

The requested map amendment from G-MU-3 to G-MX-3 will enable mixed-use development at an infill location where infrastructure is already in place. The neighborhood is primarily characterized by medium scale multi-unit residential uses. Commercial areas are typically embedded in multi-unit residential areas. The requested G-MX-3 zone district broadens the variety of uses allowing residents to live, work and play in the area; therefore the rezoning is consistent with Denver Comprehensive Plan 2040 recommendations.



### **Summary of Consistency with Adopted Plans:**

The **Denver West Colfax Plan** designates the property as **Town Center** located in a **Growth Area**. The planned development is intended to be a mixture of residential, commercial and office use. The use is consistent with the **Human Capital Goals, Office Demand Analysis** and **Land Use** sections of the **Plan**. This community need was not anticipated at the time of the adoption of the City's plan. Rezoning from **G-MU-3** to **G-MX-3** will permit the planned development and is consistent with contexts defined in the **Denver West Colfax Plan 2006**.

The **Former Blueprint Denver** designated the site as **Single Family Residential**. **Blueprint Denver 2019**, recognizing changes such as redevelopment of St. Anthony's Hospital and Light Rail construction, re-designated the site as **Low-Medium Residential**. The Low Medium Residential designation provides language supporting some neighborhood-serving commercial uses (**page 246**) which is a change from the **Former Blueprint Denver** classification that was more exclusively focused on single unit residential uses. Rezoning from **G-MU-3** to **G-MX-3** will permit the planned development and is consistent with contexts defined in **Blueprint Denver 2019**.

Rezoning from **G-MU-3** to **G-MX-3** will permit the planned development and is consistent with contexts defined for **Urban Centers** and **General Urban** properties in **Denver Comprehensive Plan 2040**.

### **B. DZC Section 12.4.10.7.B Uniformity of District Regulations and Restrictions**

#### **DZC Section 6.2.3 Mixed Use Districts (G-MX-3)**

##### **6.2.3.1 General Purpose – Mixed Use Zones**

- A. The **Mixed Use Zone Districts** are intended to promote safe, active, and pedestrian-scaled, diverse areas through the use of town house, row house, apartment, and shopfront building forms that clearly define and activate the public street edge.*
- B. The Mixed Use zone districts are intended to enhance the convenience, ease and enjoyment of transit, walking, shopping and public gathering within and around the city's neighborhoods.*
- C. The Mixed Use zone district standards are also intended to ensure new development contributes positively to established residential neighborhoods and character, and improves the transition between commercial development and adjacent residential neighborhoods.*
- D. Compared to the Main Street districts, the Mixed Use districts are focused on creating mixed, diverse neighborhoods. Where Main Street districts are applied to key corridors and retail streets within a neighborhood, the Mixed Use districts are intended for broader application at the neighborhood scale.*
- E. In the General Urban Neighborhood Context, the Mixed Use zone districts promote a pedestrian-active street front. Buildings are pulled up to the street with parking tucked behind; however, the front setback range is slightly deeper than the front setback range for the Main Street districts. The required percentage of building facade that must be located in the front setback area is less) than the percentage for the Main Street districts. The maximum build*

The site is served by a local street (W. 16<sup>th</sup> Ave.) and a Collector Street (Irving Street). The proposed rezoning is uniform with District Regulations and Restrictions. The applicant acknowledges that redevelopment of this site may require additional engineering including preparation of drainage reports, construction documents, and erosion control plans. Redevelopment may require construction of water quality and detention basins, public and private sanitary and storm sewer mains, and other storm or sanitary sewer improvements. Redevelopment may also require other items such as conveyance of utility, construction, and maintenance easements. An easement may be required along the north property line for the Denver public sanitary main pending 3-story building location. The extent of the required design, improvements and easements will be determined during the redevelopment process. The applicant also acknowledges that no commitment for any new sewer service will be given prior to issuance of an approved SUDP from Development Services.

**C. Public Health, Safety and General Welfare**

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

**D. Justifying Circumstance**

Justifying Circumstance is defined under DZC Section 12.4.10.8.A.4 as, “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 includes: (a.) Changed or changing conditions in a particular area, or in the city generally.

Over the past ten years, growth and changes in close proximity provide appropriate justifying circumstance for the proposed rezoning area. Examples of these changes include:

- Expansion of public transportation and addition of light rail.
- Redevelopment of St. Anthony’s Hospital.
- Construction of the Sloan’s Lake Rehabilitation Center at 1601 Lowell Blvd.
- Construction of Regatta at Sloan’s Lake – 1550 Raleigh St.
- Surrounding the property, many single family home lots have been re-developed for construction of large multi-unit residential buildings. Examples are:
  - 1600 Irving Street
  - 1622 Irving Street
  - 1630 Irving Street
  - 1640 Irving Street
  - 3262 W. 17<sup>th</sup> Ave
  - 3323 W. 17<sup>th</sup> Ave

**E. Consistency With Neighborhood Context Description, Zone District Purpose and Intent Statements**

- G-MU-3 applies to areas that are primarily one to three story residential use.
- G-MX-3 applies to areas or intersections served primarily by local or collector streets where a building scale of 1 to 3 stories is desired, allowing for Town House, General, and Shopfront building forms up to 3 stories in height.

The proposed official map amendment is consistent with the City’s growth plans and it implements adopted plans. This will result 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. Care will be taken to respect the existing neighborhood context with regards to building placement and setbacks to retain the existing character of the neighborhood.

Thank you for your consideration of this request.

Sincerely,  
Kim L. Davidson  
Construction Project Manager  
Boys & Girls Clubs of Metro Denver  
2017 W. 9<sup>th</sup> Avenue  
Denver, CO 80204  
303-870-0595



**BOYS & GIRLS CLUBS**

**METRO DENVER**

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[www.GreatFuturesDenver.org](http://www.GreatFuturesDenver.org)

January 28, 2020

City & County of Denver  
Community Planning & Development

RE: STATEMENT OF AUTHORITY - BOYS & GIRLS CLUBS OF METRO DENVER, INC.

Ladies and Gentlemen:

The Board of Directors of the Boys & Girls Clubs of Metro Denver, a Colorado non-profit corporation (the "Corporation") has discussed and agreed that it is in the best interest of the Corporation to pursue rezoning of the Corporation's property located at 3325 West 16th Avenue, Denver, Colorado (the "Property").

As Chairman of the Corporation's Board of Directors, I hereby certify that the Corporation's Chief Executive Officer Erin Porteous, and/or the Corporation's Chief Financial Officer Phil Bloise, and/or the Corporation's Construction Project Manager Kim Davidson are authorized, empowered, and directed to perform such acts and to execute any such documents as shall be determined to be necessary with respect to submitting to the City & County of Denver a rezoning application for the Property.

Very truly yours,

David M. Hurtado  
Chairman of the Board





## LAND TITLE GUARANTEE COMPANY

Date: October 22, 2019

Subject: Attached Title Policy/Guarantee

Enclosed please find your product insuring the property located at 3325 WEST 16TH AVENUE, DENVER, CO 80204.

If you have any inquiries or require further assistance, please contact THOMAS DAY at (720) 565-6203 or TDAY@LTGC.COM

**Chain of Title Documents:**

Denver county recorded 02/10/1977 under reception no. 57676

Denver county recorded 09/29/1967 at book 9792 page 159

**Plat Map(s):**

Denver county recorded 04/10/1883 at book 3 page 19B

# Property Information Binder

## CONDITIONS AND STIPULATIONS

### 1. Definition of Terms

The following terms when used in this Binder mean:

- (a) "Land": The land described, specifically or by reference, in this Binder and improvements affixed thereto which by law constitute real property;
- (b) "Public Records"; those records which impart constructive notice of matters relating to said land;
- (c) "Date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Binder, or in a supplemental writing executed by the Company;
- (e) "the Company" means Old Republic National Title Insurance Company, a Minnesota stock company.

### 2. Exclusions from Coverage of this Binder

The company assumes no liability including cost of defense by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the Land, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Mechanic's lien(s), judgment(s) or other lien(s).
- (e) Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered or agreed to by the Assured; (b) not known to the Company, not recorded in the Public Records as of the Date, but known to the Assured as of the Date; or (c) attaching or creating subsequent to the Date.

### 3. Prosecution of Actions

1. The Company shall have the right at its own costs to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein assured; and the Company may take any appropriate action under the terms of this Binder, whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
2. In all cases where the Company does not institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

### 4. Notice of Loss - Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Binder shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Binder until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Binder unless action shall be commenced thereon with two years after expiration of the thirty day period. Failure to furnish the statement of loss or damage or to commence the action within the time hereinbefore specified, shall be conclusive bar against maintenance by the Assured of any action under this Binder.

### 5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay, settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Binder, or to pay the full amount of this Binder. Such payment or tender of payment of the full amount of the Binder shall terminate all liability of the Company hereunder.

#### **6. Limitation of Liability - Payment of Loss**

- (a) The liability of the Company under this Binder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the liability exceed the amount of the liability stated on the face page hereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for loss or damages shall arise or be maintainable under this Binder (1) if the Company after having received notice of any alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Binder, except for attorney's fees as provided for in paragraph 6(b) thereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Binder or an acceptable copy thereof for endorsement of the payment unless the Binder be lost or destroyed, in which case proof of the loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Binder, the loss or damage shall be payable within thirty days thereafter.

#### **7. Subrogation Upon Payment or Settlement**

Whenever the Company shall have settled a claim under this Binder, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Binder not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to the rights and remedies in the proportion which the payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect the right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving the rights or remedies.

#### **8. Binder Entire Contract**

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Binder. No provision or condition of this Binder can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

#### **9. Notices. Where Sent**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

#### **10. Arbitration**

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association.

**ANTI-FRAUD STATEMENT:** Pursuant to CRS 10-1-128(6)(a), it is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or

attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed and made a part of this policy.

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Issued by:  
Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
(303)321-1880



Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612)371-1111

By *C. Monroe* President  
Attest: *David Wald* Secretary

AMERICAN  
LAND TITLE  
ASSOCIATION





**Old Republic National Title Insurance Company**  
**PROPERTY INFORMATION BINDER**

**Order Number:** RND70627088

**Policy No.:** PIB70627088.1645061

**Liability:** \$50,000.00

**Fee:** \$0.00

**Subject to the exclusions from coverage, the limits of liability and other provisions of the Conditions and Stipulations hereto annexed and made a part of this Binder,**

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY a Corporation, herein called the Company,**

**GUARANTEES**

BOYS & GIRLS CLUBS OF METRO  
DENVER

**Herein called the Assured, against loss, not exceeding the liability amount stated above, which the assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records as of**

October 17, 2019 at 5:00 P.M.

**1. Title to said estate or interest at the date hereof is vested in:**

BOYS' CLUB OF DENVER, INC., A COLORADO NON-PROFIT CORPORATION

**2. The estate or interest in the land hereinafter described or referred to covered by this Binder :**

A Fee Simple

**3. The Land referred to in this Binder is described as follows:**

PARCEL 1:

LOTS 7 TO 14, BOTH INCLUSIVE, TOGETHER WITH THE VACATED ALLEY LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 13 AND LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 9 TO 12, BOTH INCLUSIVE, AND OF THE SOUTH 19 FEET OF LOT 8,  
ALL IN BLOCK 21, RESUBDIVISION OF BLOCKS 16, 19, 21 AND 31, CHELTENHAM HEIGHTS,

CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL 2:

LOTS 15 AND 16, AND THE SOUTH 37 1/2 FEET OF LOTS 17 TO 19, BLOCK 21, RESUBDIVISION OF BLOCKS 16, 19, 21 AND 31 IN CHELTENHAM HEIGHTS,

**Old Republic National Title Insurance Company**  
**PROPERTY INFORMATION BINDER**

**Order Number:** RND70627088

**Policy No.:** PIB70627088.1645061

CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL 3:

THE NORTH 37 1/2 FEET OF THE SOUTH 75 FEET OF LOTS 17 TO 19, AND THE NORTH 65 FEET OF LOTS 17 TO 19, BLOCK 21, RESUBDIVISION OF BLOCKS 16, 19, 21 AND 31 IN CHELTENHAM HEIGHTS, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

**4. The following documents affect the land:**

1. EXISTING LEASES AND TENANCIES, IF ANY.
2. RESERVATION AS CONTAINED IN ORDINANCE NO. 94, SERIES OF 1940 VACATING THE ALLEY RECORDED DECEMBER 10, 1940 VACATING THE ALLEY RECORDED DECEMBER 10, 1940 IN BOOK 5457 AT PAGE 48.
3. ORDINANCE NO. 288, SERIES OF 1988 RELATING TO BUILDING RESTRICTIONS TO PRESERVE MOUNTAIN VIEWS RECORDED MAY 24, 1988 UNDER RECEPTION NO. 269753.
4. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEED OF EASEMENT RECORDED FEBRUARY 22, 1993 UNDER RECEPTION NO. R-93-0022986.
5. TERMS, CONDITIONS AND PROVISIONS OF NOTICE RECORDED OCTOBER 24, 2011 AT RECEPTION NO. 2011120270.

NOTE: THIS BINDER IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.

NOTE: THIS BINDER DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS, RECORDED OR NOT.

NOTE: ADDITIONAL UPDATES TO THE EFFECTIVE DATE OF THE BINDER MAY BE REQUESTED BY THE PROPOSED INSURED. ONE UPDATE IS INCLUDED WITH THIS BINDER AT NO ADDITIONAL COST. ANY ADDITIONAL UPDATES WILL BE ISSUED AT THE COST OF \$125 PER UPDATE. FOR EACH UPDATE PROVIDED, A REVISED BINDER WILL BE ISSUED SHOWING A NEW EFFECTIVE DATE AND ANY MATTERS RECORDED SINCE THE EFFECTIVE DATE OF THE PREVIOUS BINDER.

12951 Recorded at

SEP 29 1967

012954

Reception No.

Recorder.

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I 1111  
6 2 2 9  
SEP-29-68 8 2 2 9 2 9

**THIS DEED**, Made this **26th** day of **September**, 1967  
between **JEWISH COMMUNITY CENTERS OF DENVER,**

a corporation duly organized and existing under and by virtue of the laws of the State of **Colorado** of the first part, and

**'BOYS' CLUBS OF DENVER, INC.,**

a corporation duly organized and existing under and by virtue of the laws of the state of **Colorado** of the second part;

RECORDED IN STATE OF COLORADO  
CITY & COUNTY OF DENVER  
OFFICE OF THE CLERK AND RECORDER

SEP 29 4 00 PM '67

RECORDED IN 9792 159  
F. J. SERAFINI  
CLERK AND RECORDER

**WITNESSETH**, That the said party of the first part, for and in consideration of the sum of **Ten dollars and other good and valuable consideration**

to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all the following described **lots** or parcels of land, situate, lying and being in the **City and County of Denver** and State of **Colorado**, to-wit:

**Lots 7 to 14, both inclusive, together with the vacated alley lying east of and adjoining the east line of lot 13 and lying west of and adjoining the west line of lots 9 to 12, both inclusive, and of the south 19 feet of lot 8 all in Block 21, Resubdivision of Blocks 16, 19, 21 and 31, Cheltenham Heights,**



**TOGETHER**, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances unto the said party of the second part, its successors and assigns forever. And the said **Jewish Community Center of Denver,**

party of the first part, for itself, its successors and assigns, doth covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the enrolling and delivery of these presents it is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and hath good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever: **except the real property taxes for 1967 and the 1967 assessment for the Moffat Tunnel Improvement District**

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will **WARRANT AND FOREVER DEFEND**.

**IN WITNESS WHEREOF**, The said party of the first part hath caused its corporate name to be hereunto subscribed by its president, and its corporate seal to be hereunto affixed, attested by its secretary, the day and year first above written.

Attest:  
*Miriam J. Haskel*  
**Miriam J. Haskel**  
Secretary,  
STATE OF COLORADO,

**JEWISH COMMUNITY CENTERS OF DENVER**  
By *Edward E. Simon*  
**Edward E. Simon**  
President.

City and County of **Denver** ss.  
The foregoing instrument was acknowledged before me this **26th** day of **September**, 1967, by **Edward E. Simon** as President and **Miriam J. Haskel** as Secretary of **Jewish Community Centers of Denver, a Colorado corporation.**

My notarial commission expires **Nov. 14, 1970.**  
Witness my hand and official seal.  
*Agnes L. Koney*  
Notary Public.



Recorded at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

Reception No. \_\_\_\_\_

052678

**THIS DEED** Made this 10th day of February, 1977, between Luis J. Monge and Ermalinda M. Monge, as Husband and Wife, of the City and County of Denver and State of Colorado, of the first part, and Boys' Clubs of Denver, Inc., a corporation organized and 3480 W. Kentucky, Denver existing under and by virtue of the laws of the State of Colorado, of the second part:

RECORDED STAMP  
STATE OF COLORADO  
CITY & COUNTY  
OF DENVER  
FILED IN MY OFFICE ON  
Feb 10 2 18 PM '77  
RECORDED IN 389 142  
F. J. SERAFINI  
CLERK AND RECORDER

**WITNESSETH**, That the said parties of the first part, for and in consideration of the sum of Forty Thousand One Hundred and No/100 Cents (\$40,100.00)--- DOLLARS to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all of the following described lots or parcels of land, situate, lying and being in the City and County of Denver and State of Colorado, to wit: Commonly known as, 1602-04 Julian and 1606 and 1608 Julian and 3335 W. 16th,

**PARCEL A:**  
Lots 15 and 16,  
AND the South 37½ feet of Lots 17 to 19,  
Block 21,  
RESUBDIVISION OF BLOCKS 16, 19, 21 and 31 IN  
CHELTENHAM HEIGHTS.

**PARCEL B:**  
The North 37½ feet of the South 75 feet of  
Lots 17 to 19,  
AND the North 65 feet of  
Lots 17 to 19, Block 21, RESUBDIVISION OF BLOCKS 16, 19,  
21 and 31 in CHELTENHAM HEIGHTS, City and County of Denver.

**TOGETHER** with all and singular the hereditaments and appurtenances therunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the said party of the second part, its successors and assigns forever. And the said parties of the first part, for themselves, heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the executing and delivery of these presents, are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and his very good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or naturesoever, except 1977 taxes payable in 1978.

and the above bargained premises in the quiet and peaceful possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will WARRANT AND FOREVER DEFEND.

**IN WITNESS WHEREOF**, The said parties of the first part have hereunto set their hands and seal on the day and year first above written.

Signed, Sealed and Delivered in the Presence of

*Luis J. Monge* [SEAL]  
Luis J. Monge, Husband  
*Ermalinda M. Monge* [SEAL]  
Ermalinda M. Monge, Wife  
[SEAL]

STATE OF COLORADO,  
City and County of Denver

The foregoing instrument was acknowledged before me this 10th day of February 1977, by Luis J. Monge and Ermalinda M. Monge, as Husband and Wife.

Notary Public Expires June 23, 1979.  
Witness my hand and official seal.

*Juanita L. Goulette*  
Notary Public

No. 312 WARRANTED TO BE CORRECT—For Photographic Record.—  
—Standard Publishing Co., 1224-26 East Street, Denver, Colorado—1-11

1389 142

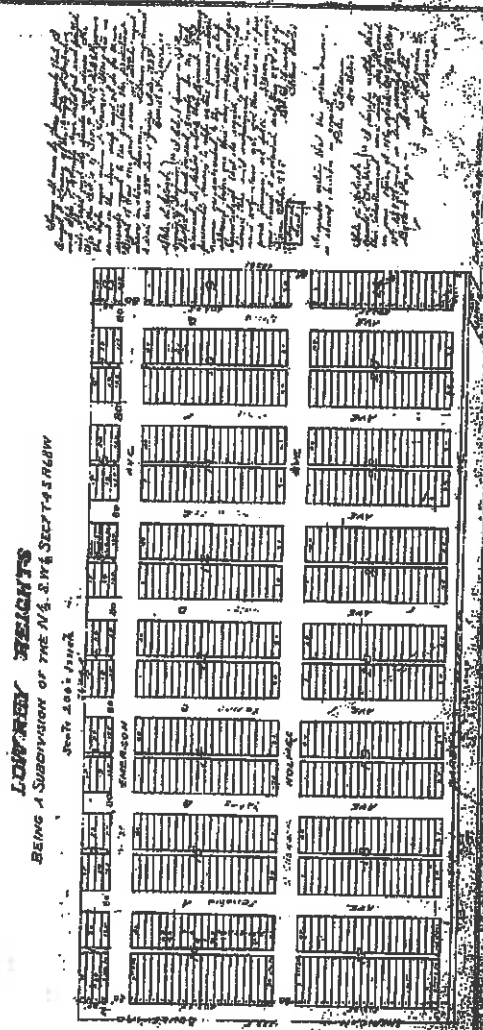
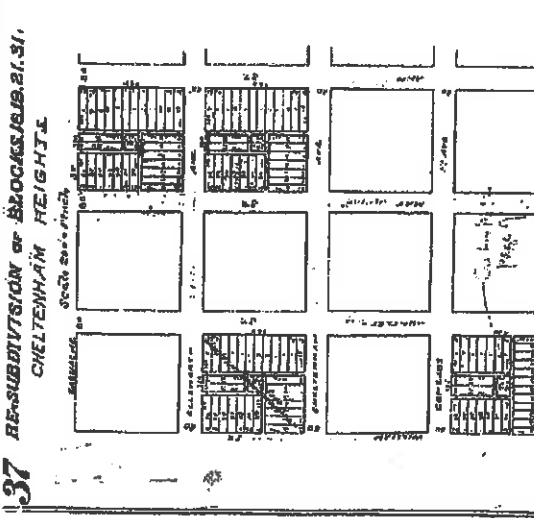
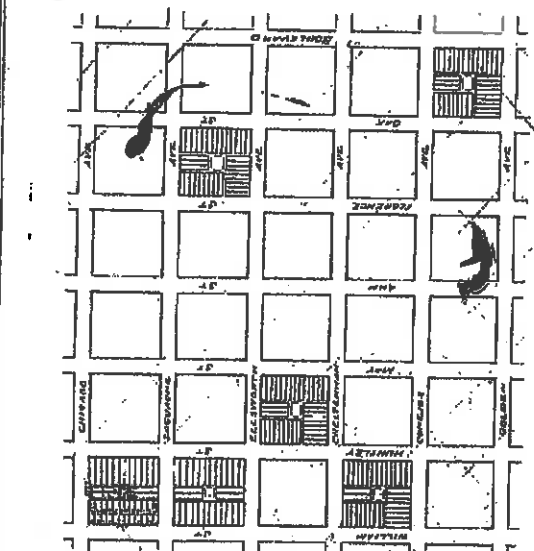
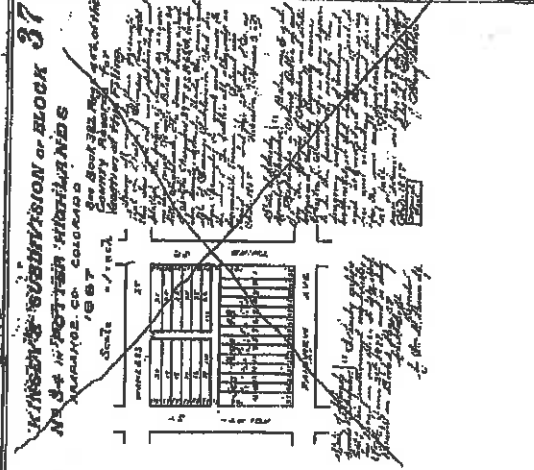
State Documentary Fee  
Date FEB 10 1977  
F. J. SERAFINI

# **Denver Duplicate Reception Numbers**

In 1977 Denver County recorded documents with reception numbers 41470 through 95761 twice, first between 1/3/1977 and 5/17/1977 and again between 8/29/1977 and 12/30/1977.

This document is within this duplicate reception number range. Following this cover page are all copies of this document that SKLD currently has.

If you are looking for a map and it is not contained in the following pages, try retrieving it by SKLD assigned Map ID or the Sales map process.



*Handwritten notes and signatures, including names like 'Kinsey' and 'Lodge'.*





12951

Recorded at

o'clock M.

SEP 29 1967

012954

Reception No.

Recorder.

THIS DEED, Made this 26th day of September 1967 between JEWISH COMMUNITY CENTERS OF DENVER,

a corporation duly organized and existing under and by virtue of the laws of the State of Colorado of the first part, and

BOYS' CLUBS OF DENVER, INC.,

a corporation duly organized and existing under and by virtue of the laws of the state of Colorado of the second part;

RECORDERS STAMP STATE OF COLORADO CITY & COUNTY OF DENVER FILED BY OFFICE ON SEP 29 4 00 PM '67 RECORDED IN 9792 159 F. J. SERAFINI CLERK AND RECORDER

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten dollars and other good and valuable consideration to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all the following described lots or parcels of land, situate, lying and being in the City and County of Denver and State of Colorado, to-wit:

Lots 7 to 14, both inclusive, together with the vacated alley lying east of and adjoining the east line of lot 13 and lying west of and adjoining the west line of lots 9 to 12, both inclusive, and of the south 19 feet of lot 8 all in Block 21, Resubdivision of Blocks 16, 19, 21 and 31, Cheltenham Heights,



TOGETHER, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said party of the second part, its successors and assigns forever. And the said Jewish Community Centers of Denver,

party of the first part, for itself, its successors and assigns, doth covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents it is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and hath good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever; except the real property taxes for 1967 and the 1967 assessment for the Moffat Tunnel Improvement District

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be hereunto subscribed by its president, and its corporate seal to be hereunto affixed, attested by its secretary, the day and year first above written.

Attest:

JEWISH COMMUNITY CENTERS OF DENVER

Miriam J. Haskel Secretary. STATE OF COLORADO, City and County of Denver ss.

By Edward E. Simon President.

The foregoing instrument was acknowledged before me this 26th day of September, 1967 by Edward E. Simon as President and Miriam J. Haskel as Secretary of Jewish Community Centers of Denver, a Colorado corporation.

My notarial commission expires Nov. 14, 1970. Witness my hand and official seal.

Agnes L. Rosey Notary Public.

1.50 I RECEIVED SEP-29-68 8 22 9 29

**Property Boundaries:**

LOTS 7 TO 19, INCLUSIVE, TOGETHER WITH THE VACATED ALLEY LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 13 AND LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 9 TO 12, INCLUSIVE, AND OF THE SOUTH 19 FEET OF LOT 8, ALL IN BLOCK 21, RESUBDIVISION OF BLOCKS 16, 19, 21 AND 31, CHELTENHEM HEIGHTS, CITY AND COUNTY OF DENVER, STATE OF COLORADO