

## Zone Map Amendment (Rezoning) for PUD - Application

1/26/12

PROPERTY OWNER INFORMATION*		PROPERTY OWNER(S) REPRESENTATIVE**	
<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION		<input checked="" type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION	
Property Owner Name	Big Eagle Enterprises Inc	Representative Name	Brian Dunn
Address	3345 Brighton Blvd	Address	2201 Arapahoe St
City, State, Zip	Denver, CO	City, State, Zip	Denver, CO 80205
Telephone	720.936.4407	Telephone	303.296.9460 ext 22
Email	eagletires@yahoo.com	Email	brian@greatdivide.com
*If More Than One Property Owner: All official map amendment applications for a PUD District shall be initiated by all the owners of the entire land area subject to the rezoning application, or their representatives authorized in writing to do so.		**Property owner shall provide a written letter authorizing the representative to act on his/her behalf.	
Please attach Proof of Ownership acceptable to the Manager for all property owners, such as (a) Assessor's Record, (b) Warranty deed or deed of trust, or (c) Title policy or commitment dated no earlier than 60 days prior to application date.			
SUBJECT PROPERTY INFORMATION			
Location (address and/or boundary description):	3345 Brighton Blvd		
Assessor's Parcel Numbers:	0227100020000		
Legal Description: (Can be submitted as an attachment. If metes & bounds, a map is required.)	Please see attachment		
Area in Acres or Square Feet:	20,000 SF		
Current Zone District(s):	CMX-8		
PROPOSAL			
Proposed Zone District	<input checked="" type="checkbox"/> General PUD	<input type="checkbox"/> Detailed PUD	
Proposing SubAreas?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Intent of PUD:	Please see attachment		
Standard Zone District: Please list the zone district(s) on which the PUD will be based.	Please see attachment		
Deviations from Standard Zone District: Please provide a list of proposed deviations and an explanation of why the deviation is needed. Please provide as an attachment if necessary.	Deviation	Why deviation is necessary	
	Please see attachment		

[www.denvergov.org/rezoning](http://www.denvergov.org/rezoning)



REVIEW CRITERIA	
<p>General Review Criteria: The proposal must comply with all of the general review criteria</p> <p>DZC Sec. 12.4.10.13</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 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"/> 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>Additional Review Criteria for Non-Legislative Rezoning: The proposal must comply with both of the additional review criteria</p> <p>DZC Sec. 12.4.10.14</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"/> The land or its surroundings has changed or is changing to such a degree that rezoning that it is in the public interest to encourage a redevelopment of the area to recognize the changed character of the area</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>Please provide an attachment describing the justifying circumstance.</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>Please provide an attachment describing how the above criterion is met.</p>
<p>Additional Review Criteria for Rezoning to PUD District: The proposal must comply with all of the additional review criteria</p> <p>DZC Sec. 12.4.10.15</p>	<p><input checked="" type="checkbox"/> The PUD District is consistent with the intent and purpose of such districts stated in Article 9, Division 9.6 (Planned Unit Development).</p> <p><input checked="" type="checkbox"/> The PUD District and the PUD District Plan comply with all applicable standards and criteria station in Division 9.6.</p> <p><input checked="" type="checkbox"/> The development proposed on the subject property is not feasible under any other Zone Districts, and would require an unreasonable number of variances or waivers and conditions.</p> <p><input checked="" type="checkbox"/> The PUD District, the PUD District Plan establish permitted uses that are compatible with existing land uses adjacent to the subject property.</p> <p><input checked="" type="checkbox"/> The PUD District, the PUD District Plan establish permitted building forms that are compatible with adjacent existing building forms, or which are made compatible through appropriate transitions at the boundaries of the PUD District Plan (e.g., through decreases in building height; through significant distance or separation by rights-of-way, landscaping or similar features; or through innovative building design).</p> <p>Please provide an attachment describing how the above criteria are met.</p>

**Intent of PUD:**

This PUD is intended to allow for brewing or malt beverage manufacturing of over 60,000 barrels per year while contributing to the planned vision of transitioning the River North neighborhood and Brighton Boulevard corridor from a predominantly industrial area to a vibrant mixed use corridor.

**Base Zone District:**

I-MX-8 use list and the C-MX-8 building form standards (We'll elaborate/finesse this as we draft the PUD itself).

**Deviation:**

"Malt beverage manufacturing of over sixty thousand (60,000) barrels per year," a sub type of the specific use type "Manufacturing, Fabrication & Assembly, Heavy" as defined in Article 11 of the Denver Zoning Code, shall be allowed as a "Permitted Use with Limitations – Zoning Permit" or "L-ZP" and the following limitations shall apply:

1. Shall not produce malted barley

We'll discuss/elaborate/finesse parking, screening, outdoor storage, additional ground story activation requirements, especially associated with future streets and the park, additional uses like wines, brandy and brandy spirits, distilled and blended liquors.



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission  
(TD72-10-06) (Mandatory 1-07)

IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.  
THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE  
CONSULTED BEFORE SIGNING.

**DEED OF TRUST**  
(Due on Transfer - Strict)

THIS DEED OF TRUST is made this 26 day of February, 20 10, between Big Eagle Enterprises, Inc.  
D/B/A Eagle Tires #2 (Borrower), whose address is 7200 Monaco Street, Commerce City, CO 80222  
and the Public Trustee of the County in which the Property (see paragraph 1) is situated (Trustee); for the benefit of  
Donald F. Linstrom and Linda S. Linstrom (Lender), whose address is  
2488 S. Eldridge Ct., Lakewood, CO 80228

Borrower and Lender covenant and agree as follows:

1. **Property in Trust.** Borrower, in consideration of the indebtedness herein recited and the trust herein created,  
hereby grants and conveys to Trustee in trust, with power of sale, the following legally described property located in the  
City of Denver County of Denver, State of Colorado:

See Exhibit A

known as No. 3345 Brighton Blvd., Denver, CO 80216 (Property Address),  
Street Address City State Zip  
together with all its appurtenances (Property).

2. **Note: Other Obligations Secured.** This Deed of Trust is given to secure to Lender:

A. the repayment of the indebtedness evidenced by Borrower's note (Note) dated February 26, 2010 in  
Dollars (U.S. \$ 313,000.00), with  
the principal sum of three hundred thirteen thousand until paid, at the rate of seven (7) percent rate per annum,  
interest on the unpaid principal balance from March 1, 2010 until paid, at the rate of seven (7) percent rate per annum,  
with principal and interest payable at 2488 S. Eldridge Ct., Lakewood, CO 80228  
or such other place as Lender may designate, in 300 payments of two thousand two hundred twelve point twenty-two  
Dollars (U.S. \$ 2,212.22), due on the first day of each month beginning March 1, 2010; such  
payments to continue until the entire indebtedness evidenced by said Note is fully paid; however, if not sooner paid, the entire  
principal amount outstanding and accrued interest thereon shall be due and payable on February 1, 2035; and  
Borrower is to pay to Lender a late charge of 5 % of any payment not received by Lender within 5 days after payment is  
due; and Borrower has the right to prepay the principal amount outstanding under said Note, in whole or in part, at any time without  
penalty except n/a

B. the payment of all other sums, with interest thereon at 7 % per annum, disbursed by Lender in accordance  
with this Deed of Trust to protect the security of this Deed of Trust; and

C. the performance of the covenants and agreements of Borrower herein contained.

3. **Title.** Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants  
title to the same, subject to general real estate taxes for the current year, easements of record or in existence, and recorded  
declarations, restrictions, reservations and covenants, if any, as of this date and except n/a

4. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the  
indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants  
contained in the Note.

5. **Application of Payments.** All payments received by Lender under the terms hereof shall be applied by Lender  
first in payment of amounts due pursuant to paragraph 23 (Escrow Funds for Taxes and Insurance), then to amounts disbursed by  
Lender pursuant to paragraph 9 (Protection of Lender's Security), and the balance in accordance with the terms and conditions of the  
Note.

6. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations  
under any prior deed of trust and any other prior liens. Borrower shall pay all taxes, assessments and other charges, fines and  
impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payments or  
ground rents, if any, in the manner set out in paragraph 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in  
such manner, by Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall not be  
required to make payments otherwise required by this paragraph if Borrower, after notice to Lender, shall in good faith contest such  
obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the  
obligation or forfeiture of the Property or any part thereof, only upon Borrower making all such contested payments and other  
payments as ordered by the court to the registry of the court in which such proceedings are filed.

7. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property  
insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (a)  
the insurable value of the Property or (b) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior  
encumbrances on the Property. All of the foregoing shall be known as "Property Insurance."

TD72-10-06. DEED OF TRUST (DUE ON TRANSFER - STRICT)

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2010-02-2374

WTG

*[Signature]*



The insurance carrier providing the insurance shall be qualified to provide property insurance in Colorado and shall be chosen by Borrower subject to Lender's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender, and shall provide that the insurance carrier shall notify Lender at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Lender at or before closing. Lender shall have the right to hold the policies and renewals thereof.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided said restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is given in accordance with paragraph 16 (Notice) by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in paragraphs 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

All of the rights of Borrower and Lender hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

**8. Preservation and Maintenance of Property.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

**9. Protection of Lender's Security.** Except when Borrower has exercised Borrower's rights under paragraph 6 above, if Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to:

- (a) any general or special taxes or ditch or water assessments levied or accruing against the Property;
- (b) the premiums on any insurance necessary to protect any improvements comprising a part of the Property;
- (c) sums due on any prior lien or encumbrance on the Property;
- (d) if the Property is a leasehold or is subject to a lease, all sums due under such lease;
- (e) the reasonable costs and expenses of defending, protecting, and maintaining the Property and Lender's interest in the Property, including repair and maintenance costs and expenses, costs and expenses of protecting and securing the Property, receiver's fees and expenses, inspection fees, appraisal fees, court costs, attorney fees and costs, and fees and costs of an attorney in the employment of Lender or holder of the certificate of purchase;

(f) all other costs and expenses allowable by the evidence of debt or this Deed of Trust; and

- (g) such other costs and expenses which may be authorized by a court of competent jurisdiction.

Borrower hereby assigns to Lender any right Borrower may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Lender pursuant to this paragraph 9, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest specified in paragraph 2B (Note; Other Obligations Secured). Nothing contained in this paragraph 9 shall require Lender to incur any expense or take any action hereunder.

**10. Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

**11. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender as herein provided. However, all of the rights of Borrower and Lender hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Lender and Borrower, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Borrower's equity in the Property immediately prior to the date of taking. Borrower's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking.





If the Property is abandoned by Borrower or if, after notice by Lender, Borrower fails to respond to Lender within 30 days after the date such notice is given, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in paragraphs 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

**12. Borrower not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower nor Borrower's successors in interest.

**13. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.

**14. Remedies Cumulative.** Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

**15. Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 24 (Transfer of the Property; Assumption). All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

**16. Notice.** Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by first class U.S. mail, addressed to Borrower at Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by first class U.S. mail, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in any manner designated herein.

**17. Governing Law; Severability.** The Note and this Deed of Trust shall be governed by the law of Colorado. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.

**18. Acceleration; Foreclosure; Other Remedies.** Except as provided in paragraph 24 (Transfer of the Property; Assumption), upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, or upon any default in a prior lien upon the Property, (unless Borrower has exercised Borrower's rights under paragraph 6 above), at Lender's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Lender may invoke the power of sale and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of such election. Trustee shall give such notice to Borrower of Borrower's rights as is provided by law. Trustee shall record a copy of such notice as required by law. Trustee shall advertise the time and place of the sale of the Property, for not less than four weeks in a newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Borrower and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcels as Trustee may think best and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

**19. Borrower's Right to Cure Default.** Whenever foreclosure is commenced for nonpayment of any sums due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

**20. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; however, Borrower shall, prior to Acceleration under paragraph 18



(Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, the Lender shall be entitled to collect the rents as they become due and payable.

Lender or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under paragraph 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Borrower or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice; notice being hereby expressly waived.

Upon Acceleration under paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Lender, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied, first to payment of the costs of preservation and management of the Property, second to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

**21. Release.** Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Lender shall not produce the Note as aforesaid, then Lender, upon notice in accordance with paragraph 16 (Notice) from Borrower to Lender, shall obtain, at Lender's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.

**22. Waiver of Exemptions.** Borrower hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.

**23. Escrow Funds for Taxes and Insurance.** This paragraph 23 is not applicable if Funds, as defined below, are being paid pursuant to a prior encumbrance. Subject to applicable law, Borrower shall pay to Lender, on each day instalments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to n/a of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus n/a of yearly premium instalments for Property Insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof, taking into account any excess Funds not used or shortages.

The principal of the Funds shall be held in a separate account by Lender in trust for the benefit of Borrower and deposited in an institution, the deposits or accounts of which are insured or guaranteed by a federal or state agency. Lender shall apply the Funds to pay said taxes, assessments and insurance premiums. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is given in accordance with paragraph 16 (Notice) by Lender to Borrower requesting payment thereof. Provided however, if the loan secured by this Deed of Trust is subject to RESPA or other laws regulating Escrow Accounts, such deficiency, surplus or any other required adjustment shall be paid, credited or adjusted in compliance with such applicable laws.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall simultaneously refund to Borrower any Funds held by Lender. If under paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, whichever occurs first, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

**24. Transfer of the Property; Assumption.** The following events shall be referred to herein as a "Transfer": (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein), (iii) an agreement granting a possessory right in the Property (or any portion thereof), in excess of 3 years, (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in Borrower, (v) the reorganization, liquidation or dissolution of Borrower. Not to be included as a Transfer are (i) the creation of a lien or encumbrance subordinate to this Deed of Trust, (ii) the creation of a purchase money security interest for household appliances, or (iii) a transfer by devise, descent or by operation of the law upon the death of a joint tenant. At the election of Lender, in the event of each and every Transfer:

(a) All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).  
(b) If a Transfer occurs and should Lender not exercise Lender's option pursuant to this paragraph 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Borrower under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. Lender may without notice to Borrower deal with Transferee in the same manner as with Borrower with reference to said sums including the payment or credit to Transferee of



undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging the obligations hereby secured.

(c) Should Lender not elect to Accelerate upon the occurrence of such Transfer then, subject to (b) above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Lender had actual or constructive notice of such Transfer, shall not be deemed a waiver of Lender's right to make such election nor shall Lender be estopped therefrom by virtue thereof. The issuance on behalf of Lender of a routine statement showing the status of the loan, whether or not Lender had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Lender's said rights.

25. Borrower's Copy. Borrower acknowledges receipt of a copy of the Note and this Deed of Trust.

EXECUTED BY BORROWER.

IF BORROWER IS NATURAL PERSON(s):

doing business as

IF BORROWER IS CORPORATION:

ATTEST:

Big Eagle Enterprises, Inc. D/B/A Big Eagle Tires #2

Name of Corporation

By Karina Gaeta

President

Secretary

(SEAL)

IF BORROWER IS PARTNERSHIP:

Name of Partnership

By

A General Partner

STATE OF COLORADO

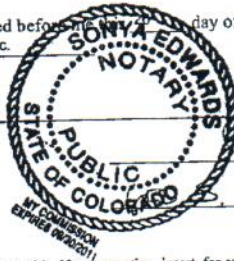
ss.

COUNTY OF Denver

The foregoing instrument was acknowledged before me, \_\_\_\_\_ day of February, 20 10, by\*  
Karina Gaeta as President of Big Eagle Enterprises, Inc.

Witness my hand and official seal.

My commission expires: 9.30.11



Notary Public

Address

\*If a natural person or persons, insert the name(s) of such person(s). If a corporation, insert, for example, "John Doe as President and Jane Doe as Secretary of Doe & Co., a Colorado corporation." If a partnership, insert, for example, "Sam Smith as general partner in and for Smith & Smith, a general partnership."



### Exhibit A

That part of the NE 1/4 of NE 1/4 of Section 27, Township 3 South Range 68 West, Described as follows: Beginning at intersection of Northwesterly side of Brighton Boulevard with the North line of Section 27, Township 3 Southrange 68 West, City and County of Denver, which point is 608 feet West of Northeast corner of said Section 27; thence Southwesterly along Northwesterly line of Brighton Boulevard 200 feet; thence Southwesterly along Northwesterly line of Brighton Boulevard 200 feet; thence Northwesterly on a line at right angles to Brighton Boulevard 200 feet, more or less, to a point in North line of said Section 27, 283.2 feet, more or less, to point of beginning City and County of Denver, State of Colorado.





Big Eagle Enterprises, Inc.  
7200 Monaco St  
Commerce City, CO 80022  
Phone 303-227-0258 Fax 303-287-4708

---

Big Eagle Enterprises, Inc  
Karina Gaeta  
3345 Brighton Blvd  
Denver, CO80216  
303-227-0258

June 06, 2013

Dear City of Denver, Community Planning & Development,

I, Karina Gaeta, owner of 3345 Brighton Blvd, authorize Brian Dunn to act on my behalf in regards to the PUD request at 3345, 3403, and 3457 Brighton Blvd.

If you have any questions please contact me at 303-227-0258.

Thank you,



Karina Gaeta



**For this Record...**

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FAQs, Glossary and Information

## Summary

Details			
<b>Name</b>	BIG EAGLE ENTERPRISES INC		
<b>Status</b>	Good Standing	<b>Formation date</b>	01/25/2010
<b>ID number</b>	20101049517	<b>Form</b>	Corporation
<b>Periodic report month</b>	January	<b>Jurisdiction</b>	Colorado
		<b>Term of duration</b>	Perpetual
<b>Principal office street address</b>	7200 Monaco Street, Commerce City, CO 80022, United States		
<b>Principal office mailing address</b>	n/a		

Registered Agent	
<b>Name</b>	Karina Gaeta
<b>Street address</b>	5568 Halifax Court, Denver, CO 80249, United States
<b>Mailing address</b>	7200 Monaco Street, Commerce City, CO 80022, United States

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## Zone Map Amendment (Rezoning) for PUD - Application

1/26/12

PROPERTY OWNER INFORMATION*		PROPERTY OWNER(S) REPRESENTATIVE**	
<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION		<input checked="" type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION	
Property Owner Name	Silver Holdings, LLC	Representative Name	Brian Dunn
Address	10154 Meade Ct.	Address	2201 Arapahoe Street
City, State, Zip	Westminster, CO 80031	City, State, Zip	Denver, CO 80205
Telephone	303-882-4979	Telephone	303.296.9460 ext 22
Email	ben@centralforeign.com	Email	brian@greatdivide.com
*If More Than One Property Owner: All official map amendment applications for a PUD District shall be initiated by all the owners of the entire land area subject to the rezoning application, or their representatives authorized in writing to do so.		**Property owner shall provide a written letter authorizing the representative to act on his/her behalf.	
Please attach Proof of Ownership acceptable to the Manager for all property owners, such as (a) Assessor's Record, (b) Warranty deed or deed of trust, or (c) Title policy or commitment dated no earlier than 60 days prior to application date.			
SUBJECT PROPERTY INFORMATION			
Location (address and/or boundary description):	3403 Brighton Blvd		
Assessor's Parcel Numbers:	0227123013000		
Legal Description: (Can be submitted as an attachment. If metes & bounds, a map is required.)	Please see attachment		
Area in Acres or Square Feet:	190,539 SF		
Current Zone District(s):	CMX-8		
PROPOSAL			
Proposed Zone District	<input checked="" type="checkbox"/> General PUD	<input type="checkbox"/> Detailed PUD	
Proposing SubAreas?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Intent of PUD:	Please see attachment		
Standard Zone District: Please list the zone district(s) on which the PUD will be based.	Please see attachment		
Deviations from Standard Zone District: Please provide a list of proposed deviations and an explanation of why the deviation is needed. Please provide as an attachment if necessary.	Deviation	Why deviation is necessary	
	Please see attachment		

[www.denvergov.org/rezoning](http://www.denvergov.org/rezoning)



1-2

QUIT CLAIM DEED

THIS DEED made this 1 day of November, 2002,  
between LARRY S. SILVER and BECKY J. SILVER, of the County of  
Adams and State of Colorado, grantors, and SILVER HOLDINGS,  
LLC, a Colorado limited liability company, whose legal address is  
10154 Meade Court, Westminster, Colorado 80031, grantee.

WITNESSETH, That the grantors, for NO CONSIDERATION PAID, have remised, released, sold and QUIT  
CLAIMED, and by these presents do remise, release, sell and QUIT CLAIM unto the grantee, its successors  
and assigns, forever, all the right, title, interest, claim and demand which the grantors have in and to the real  
property, together with improvements, if any, situate, lying and being in the County of Denver and State of  
Colorado, described as follows:

LEGAL DESCRIPTION ATTACHED AND MARKED AS EXHIBIT "A" AND MADE A PART HREOF AS  
IF FULLY SET FORTH HEREIN

also known by street and number as: 3403 BRIGHTON BLVD., DENVER, COLORADO 80216

TO HAVE AND TO HOLD, the same, together with all and singular the appurtenances and privileges  
thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim  
whatsoever, of the grantor, either in law or equity, to the only proper use, benefit and behalf of the grantee,  
its heirs and assigns forever.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Signed this 1 day of November, 2002.

Larry S. Silver  
LARRY S. SILVER

Becky J. Silver  
BECKY J. SILVER

STATE OF COLORADO )  
COUNTY OF BOULDER ) ss.

This instrument was acknowledged before me this 1st day of  
November, 2002, by LARRY S. SILVER and BECKY J. SILVER.



My Commission Expires 06/26/2004  
3006361\_1.DOC

Brenda H. Zuercher  
Notary Public

EXHIBIT "A"

LOTS 1 TO 16, BOTH INCLUSIVE, AND LOTS 21 TO 29 BOTH INCLUSIVE, IN BLOCK 13, FIRST ADDITION TO IRONTON, BEING ALL OF SAID BLOCK 13.

THE VACATED ALLEY IN BLOCK 13, FIRST ADDITION TO IRONTON, EXCEPT THAT PORTION DESCRIBED IN INSTRUMENT RECORDED MAY 28, 1981 IN BOOK 2382 AT PAGE 303.

ALL THAT PART OF VACATED 34TH STREET IN FIRST ADDITION TO IRONTON LYING SOUTHEASTERLY OF A LINE RUNNING PARALLEL TO AND 45 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF BLOCK 15, FIRST ADDITION TO IRONTON, EXTENDED SOUTHWESTERLY TO THE SOUTH BOUNDARY LINE OF FIRST ADDITION TO IRONTON.

THAT PART OF VACATED DELGANY STREET IN FIRST ADDITION TO IRONTON LYING BETWEEN THE SOUTHWESTERLY LINE OF 35TH STREET AND THE SOUTH LINE OF FIRST ADDITION TO IRONTON AND SOUTHEASTERLY OF A LINE RUNNING PARALLEL TO AND 45 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF BLOCK 15, FIRST ADDITION TO IRONTON AND EXTENDED TO THE SOUTH LINE OF FIRST ADDITION TO IRONTON.

A TRACT OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS LOCATED 608.49 FEET WEST OF THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, THENCE WEST 711.52 FEET TO THE SOUTHWEST CORNER OF SOUTHEAST 1/4 SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, THENCE NORTH 264 FEET TO A POINT, THENCE EAST 975.52 FEET TO A POINT ON THE NORTHWEST SIDE OF WEWATTA STREET (NOW KNOWN AS BRIGHTON BOULEVARD) THENCE SOUTH 45 DEGREES WEST 372.9 FEET TO POINT OF BEGINNING; EXCEPT THAT PART THEREOF WHICH LIES WESTERLY OF THE SOUTHWESTERLY EXTENSION OF A LINE RUNNING PARALLEL TO AND 45 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF BLOCK 15, FIRST ADDITION TO IRONTON, TO THE SOUTH LINE OF SAID SECTION 22.

EXCEPT THE SOUTHWEST 7.5 FEET OF THE ABOVE DESCRIBED PARCELS.



044857

1981 MAY 28 PM 1:49

D121395

2382 303

J. M. GOODSTEIN  
COUNTY CLERK  
DENVER COUNTY

004.00 A #1

QUITCLAIM DEED

FRED GOODSTEIN, whose address is 320 Petroleum Building, 111 West Second Street, Casper, Wyoming 82601, J. M. GOODSTEIN, whose address is 3403 Brighton Boulevard, Denver, Colorado 80216, and THE WYOMING NATIONAL BANK OF CASPER, TRUSTEE, whose address is 234 East Second Street, Casper, Wyoming 82601, Grantors, for the consideration of Ten Dollars (\$10.00) in hand paid, hereby sell and quitclaim to PETER UNDIKS and GUNDEGA UNDIKS, whose street address is 6948 West 74th Avenue, Denver, Colorado 80200, Grantees, the following real property in the City and County of Denver, State of Colorado, to-wit:


Lots Thirty (30), Thirty-one (31) and Thirty-two (32), Block Thirteen (13), First Addition to Ironton, and that part of the vacated alley between said Lots and Lots 1, 2 and 3 in said Block 13 lying southeasterly of the center line of said vacated alley and abutting said Lots 30, 31 and 32, with all its appurtenances,

and quitclaim the title to the same.

This Quitclaim Deed is made to correct an error which resulted in the inclusion of the above described lands in that certain Warranty Deed from AMERICAN PIPE AND SUPPLY COMPANY to FRED GOODSTEIN and J. M. GOODSTEIN of record in the office of the County Clerk, Denver County, Colorado, as Document Number 007995, Book 2326, Pages 599, 600 and 601, and in that certain Warranty Deed from FRED GOODSTEIN and J. M. GOODSTEIN to THE WYOMING NATIONAL BANK OF CASPER, TRUSTEE, of record in the office of the County Clerk of Denver County, Colorado, as Document Number 007996, Book 2326, Pages 602, 603 and 604, and to remove the cloud on the title to the above described lands which resulted from erroneous inclusion of said lands in the above referenced Deeds.

Signed this 30<sup>th</sup> day of April, 1981.

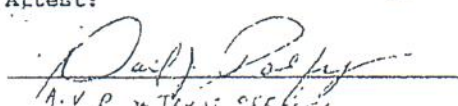
  
FRED GOODSTEIN

  
J. M. GOODSTEIN

THE WYOMING NATIONAL BANK OF CASPER,  
TRUSTEE

  
Trust Officer

Attest:

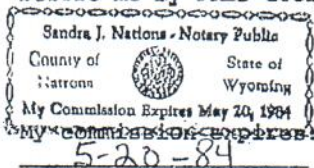
  
A. V. P. Trust Officer

2382 303

EXCERPTED PARCEL

STATE OF WYOMING )  
 ) SS:  
COUNTY OF NATRONA )

The foregoing Quitclaim Deed was acknowledged  
before me by FRED GOODSTEIN this 1 day of May, 1981.



Sandra J. Nations  
Notary Public

STATE OF ~~Colorado~~ Wyoming )  
 ) SS:  
~~CITY AND COUNTY OF DENVER~~ Natrona. )

The foregoing Quitclaim Deed was acknowledged  
before me by J. M. GOODSTEIN this 12 day of May,  
1981.

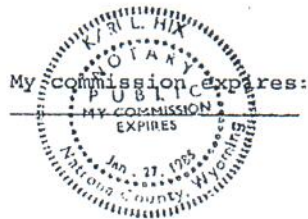
Mary B. Calvert  
Notary Public

My Commission expires:  
MAY 23, 1982

STATE OF WYOMING )  
 ) SS:  
COUNTY OF NATRONA )

The foregoing Quitclaim Deed was acknowledged  
before me by James R. Watson, Trust Officer of THE WYOMING  
NATIONAL BANK OF CASPER, TRUSTEE, this 30 day of April,  
1981.

Kari Shipe  
Notary Public



My Commission expires:  
Jan. 27, 1985



Silver Holdings, LLC.  
10154 Meade CT.  
Westminster, CO 80031

May 31, 2013

Dear City of Denver, Community Planning & Development,

As the owner of 3403 Brighton Blvd. and authorized representative of Silver Holdings, LLC., I authorize Brian Dunn to act on my behalf in regards to the PUD request at 3345, 3403, & 3457 Brighton Blvd. Please contact me if any questions should arise.

Thank you,



Ben Silver

Silver Holdings, LLC.  
10154 Meade CT.  
Westminster, CO 80031

May 31, 2013

To Whom it May Concern:

As the Managers of Silver Holdings, LLC., we would like you to be informed that our authorized representative or agent is Ben Silver. He is fully authorized for the signing or execution of any documents pertaining to Silver Holdings, LLC.

Respectfully,



Becky Silver

6/4/13



Ben Silver

6/4/13



**RESOLUTION ADOPTED BY  
THE SOLE MEMBER OF  
SILVER HOLDINGS, LLC**

The undersigned sole member of SILVER HOLDINGS, LLC, a Colorado limited liability company ("the Company"), hereby adopts the following resolution as if this action had been taken at a meeting of the members of the Company duly called and held:

**Appointment of Additional Manager:**

RESOLVED, that BEN SILVER is appointed as a Manager of the Company effective November 1, 2008, pursuant to Article VII of the Company's Operating Agreement dated October 23, 2002.

Dated: November 1, 2008

APPROVED AND SIGNED:

Larry Stephen Silver Family Trust, Sole  
Member

by

  
Rebecca J. Silver, Trustee

**OPERATING AGREEMENT  
OF  
SILVER HOLDINGS, LLC  
A COLORADO LIMITED LIABILITY COMPANY**

**Berg Hill Greenleaf & Ruscitti LLP  
1712 Pearl Street  
Boulder, Colorado 80302  
Telephone: (303) 402-1600  
Facsimile: (303) 402-1601  
[www.bhgrlaw.com](http://www.bhgrlaw.com)**



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**OPERATING AGREEMENT**  
**OF**  
**SILVER HOLDINGS, LLC**  
**A COLORADO LIMITED LIABILITY COMPANY**

LARRY S. SILVER, the sole Member of SILVER HOLDINGS, LLC, (the "Company"), a limited liability company organized pursuant to the Act, hereby declares the following writing and any amendments thereto to be the "Operating Agreement" of the Company within the meaning of the Act:

**ARTICLE I**  
**FORMATION**

1.1 Organization. On October 23, 2002, (hereinafter "the Effective Date") John G. Neville formed a Colorado limited liability company by causing to be delivered to the Secretary of State for filing the Articles in accordance with and pursuant to the Act. The Company and the Member hereby forever discharge the filer, and the filer shall be indemnified by the Company and the Member, from and against any expense or liability actually incurred by the filer by reason of having been the filer of the Company.

1.2 Operating Agreement, Effect of Inconsistencies with Act. It is the express intention of the Member that this Operating Agreement shall be the sole governing document for the Company and, except to the extent a provision of this Operating Agreement is expressly prohibited or ineffective under a nonwaivable provision of the Act, this Operating Agreement shall govern even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent any provision of this Operating Agreement is prohibited or ineffective under a nonwaivable provision of the Act, this Operating Agreement shall be considered amended to the least degree possible in order to make this Operating Agreement effective under the Act. If the Act is subsequently amended or interpreted in such a way to make any provision of this Operating Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment. The Member and the Managers shall be entitled to rely on the provisions of this Operating Agreement, and the Member and the Managers shall not be liable to the Company for any action or refusal to act taken in good faith reliance on the terms of this Operating Agreement.

1.3 Name. The name of the Company is SILVER HOLDINGS, LLC, and all business of the Company shall be conducted under that name or under any other name



determined by the Member, but in any case, only to the extent permitted by applicable law.

1.4 Existence. The Company shall have perpetual existence and shall continue until dissolved in accordance with this Operating Agreement.

1.5 Registered Agent and Office. The registered agent for the service of process and the registered office shall be that Person and location reflected in the Articles as filed in the office of the Secretary of State. The Managers may, from time to time, change the registered agent or office through appropriate filings and appropriate payment of fees to the Secretary of State. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Managers shall promptly designate a replacement registered agent or file a notice of change of address as the case may be. If the Managers shall fail to designate a replacement registered agent or change of address of the registered office, the Member may designate a replacement registered agent or file a notice of change of address.

1.6 Principal Office. The principal office of the Company shall be located at 10154 Mead Court, Westminster, Colorado 80031.

## **ARTICLE II DEFINITIONS**

For purposes of this Operating Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

2.1 Act. The Colorado Limited Liability Company Act at Colorado Revised Statutes § 7-80-101 *et seq.*, as amended.

2.2 Additional Member. A Member other than the Initial Member who has acquired a Membership Interest from the Company.

2.3 Admission (Admit). The act by which the transferee of a Membership Interest or an Additional Member becomes a Member of the Company.

2.4 Articles. The Articles of Organization as filed with the Secretary of State of Colorado pursuant to the Act and as may be amended from time to time.

2.5 Capital Contribution. The cash, cash equivalents or agreed fair market value of Property which a Member contributes to the Company, net of any liabilities secured by such contributed property which the Company is considered to have assumed or taken subject to.

2.6 Company. SILVER HOLDINGS, LLC, a limited liability company formed under the Act, and any successor limited liability company.

2.7 Distribution. A transfer of Property to a Member on account of a Membership Interest.

2.8 Disposition (Dispose). Any Transfer or any mortgage, pledge, grant, hypothecation, or other transfer as security or encumbrance.

2.9 Manager. Specifically, "Manager" or "Managers" shall mean LARRY S. SILVER and BECKY J. SILVER or any other person or persons that succeed them in that capacity. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be.

2.10 Member. The party who executes a counterpart of this Operating Agreement as a Member and each of the parties who may hereafter become Members.

2.11 Membership Interest. A Member's entire interest in the Company including such Member's Economic Interest and such other rights and privileges that the Member may enjoy by being a Member.

2.12 Operating Agreement. This Operating Agreement as originally executed and as amended from time to time.

2.13 Person. Any individual or any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any foreign trust or foreign business organization, and the heirs, executors, administrators, legal representatives, successors and assigns of such "Person" where the context so permits.

2.14 Proceeding. Any judicial or administrative trial, hearing or other activity, civil, criminal or investigative, the result of which may be that a court, arbitrator or governmental agency may enter a judgment, order, decree or other determination which, if not appealed and reversed, would be binding upon the Company, a Member or other Person subject to the jurisdiction of such court, arbitrator or governmental agency.

2.15 Property. Any property, real or personal, tangible or intangible (including goodwill), including money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

2.16 Secretary of State. The Secretary of State of Colorado.

2.17 Transfer. Any sale, assignment, conveyance, exchange or other absolute transfer (including dispositions by operation of law) but not including any mortgage, pledge, grant, hypothecation or other transfer as security or encumbrance except with respect to an absolute transfer in payment or by way of foreclosure of the obligation secured by such mortgage, pledge, grant, hypothecation or other security or encumbrance.

2.18 Taxing Jurisdiction. Any state, local or foreign government that collects tax, interest or penalties, however designated, on any Member's share of the income or gain attributable to the Company.



### **ARTICLE III NATURE OF BUSINESS**

The Company may carry on any lawful business, purpose or activity except as prohibited by the Act. The Company shall have the authority to do all things necessary or convenient to accomplish such business, purpose or activity.

### **ARTICLE IV ACCOUNTING AND RECORDS**

4.1 Records to be Maintained. The Managers shall maintain the records required by the Act to be maintained at the principal office.

4.2 Method of Accounting. The records of the Company shall be maintained on the method of accounting determined from time to time by the Managers.

### **ARTICLE V NAME AND ADDRESS OF THE MEMBER**

The name and address of the Member is LARRY S. SILVER, 10154 Mead Court, Westminster, Colorado 80031.

### **ARTICLE VI RIGHTS AND DUTIES OF THE MEMBER**

6.1 Consent of the Member. At any time that the Company only has one Member, the affirmative consent (regardless of whether written, oral or by course of conduct) of the Member shall constitute "written consent of all members" for purposes of the Act, except to the extent that a nonwaivable provision of the Act requires that such consent be in writing, in which case the written consent of the Member shall constitute the written consent of all the Members.

6.2 Liability of Member and Managers. Neither the Member nor the Managers shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Operating Agreement or the Act shall not be grounds for imposing personal liability on the Member or Managers for liabilities of the Company.

### **ARTICLE VII MANAGER**

The Member may, but need not, appoint a Manager or such Managers as the Member determines. The Managers shall have the authority to transact business on behalf of the Company to the extent such authority is herein granted by the Member. At any time the Member has not appointed a Manager, the Member shall act as Manager. The Member may, from time to time, remove or replace any Manager with or without cause.

## ARTICLE VIII MANAGEMENT AND AUTHORITY

8.1 Management. Except with respect to the amendment of this Operating Agreement, the Admission of Members, the determination of whether to dissolve the Company, and any matter with respect to which the Member has communicated to the Managers the Member's intention to exercise management rights, all decisions concerning the business affairs of the Company shall be made by the Managers. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Agreement or the Act.

8.2 Authority of Managers to Bind the Company. Only the Managers, and to the extent authorized by the Managers any other agent of the Company, shall have the authority to bind the Company. These Persons have the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, including without limitation:

- (a) The institution, prosecution and defense of any Proceeding in the Company's name;
- (b) The purchase, receipt, lease, acquisition, ownership, holding, improvement, and use of, and other dealing with, Property, wherever located;
- (c) The Disposition of Property;
- (d) The entering into of contracts and guaranties; incurring of liabilities; borrowing of money; issuance of notes, bonds and other obligations; and securing of any of the Company's obligations by mortgage or pledge of any of the Company's Property or income;
- (e) The lending of money; investment and reinvestment of the Company's funds; and receipt and holding of Property as security for repayment, including, without limitation, the loaning of money to, and otherwise helping the Member, Managers, employees, and agents;
- (f) The conduct of the Company's business, the establishment of Company offices, and the exercise of the powers of the Company anywhere in the World;
- (g) The appointment of employees and agents of the Company, the defining of their duties, and the establishment of their compensation;
- (h) The payment of pensions and establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for all or any of the current or former Managers, employees and agents of the Company;



- (i) The making of donations to the public welfare or for religious, charitable, scientific, literary or educational purposes;
- (j) The payment or donation, or any other act, that furthers the business and affairs of the Company;
- (k) The payment of compensation, or additional compensation, to the Managers and employees on account of services previously rendered to the Company, whether or not an agreement to pay such compensation was made before such services were rendered;
- (l) The purchase of insurance for the life of the Member, Managers or employees of the Company for the benefit of the Company;
- (m) The participation in limited liability companies, partnerships, joint ventures, or other associations of any kind with any Person; and
- (n) The indemnification of the Member, Managers or any other Person.

8.3 Authority of the Managers. The Managers are authorized to act on behalf of the Company. Any act of the Managers, or other agent with the authorization of the Managers, regardless of whether such act is for the purpose of carrying on the usual business or affairs of the Company, including the exercise of the authority indicated in this Operating Agreement, shall bind the Company, and no Person dealing with the Company shall have any obligation to inquire into the power or authority of the Managers, acting on behalf of the Company.

8.4 Compensation of Managers. The Managers shall be reimbursed for all reasonable expenses incurred in managing the Company and shall be entitled to reasonable compensation, in an amount to be determined from time to time by the Managers.

8.5 The Managers' Duty of Care. The Managers' duty of care in the discharge of the Managers' duties to the Company is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct or a knowing violation of law. In discharging their duties, the Managers shall be fully protected in relying in good faith upon the records required to be maintained under Article IV and upon such information, opinions, reports or statements made by any of its agents, or by any other Person, as to matters the Managers reasonably believe are within such other Person's professional or expert competence and who or which has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which Distributions to the Member might properly be paid.

## **ARTICLE IX INDEMNIFICATION**

The Company shall indemnify the Member and the Managers for any and all costs, losses, liabilities and damages paid or accrued by the Member or the Managers in connection with the business of the Company to the fullest extent provided or allowed by law. In addition, the Company may indemnify any other employee or other agent of the Company. The Company may, as determined by the Member, advance costs of participation in any Proceeding to the Member, the Managers or any other employee or other agent of the Company.

## **ARTICLE X CONFLICTS OF INTEREST**

10.1 Business Opportunities. The Member and the Managers shall be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company, it being expressly understood that the Member or the Managers may enter into transactions that are similar to the transactions into which the Company may enter.

10.2 Self Dealing. A Member or a Manager does not violate a duty or obligation to the Company merely because the Member's or the Manager's conduct furthers the Member's or the Manager's own interest. A Member or a Manager may lend money to, borrow money from, act as a surety, guarantor or endorser for, guarantee or assume one or more obligations of, provide collateral for, and transact other business with the Company, and such Member or Manager shall have the same rights and obligations with respect to any such matter as those of a Person who is not a Member or Manager, subject to other applicable law. No transaction with the Company shall be voidable solely because the Member or the Manager has a direct or indirect interest in the transaction if the transaction is fair to the Company.

## **ARTICLE XI CONTRIBUTIONS**

11.1 Initial Capital Contribution. The Member has made an initial Capital contribution of \$100.00.

11.2 Additional Capital Contributions. In addition to the Initial Capital Contribution, the Member may, but shall not be obligated to, make additional Capital Contributions.

## **ARTICLE XII DISTRIBUTIONS**

Except to the extent prohibited by the Act, the Company may make Distributions as determined by the Managers from time to time.



### **ARTICLE XIII TAXES**

13.1 Elections. The Managers may make any tax elections for the Company allowed under the Internal Revenue Code of 1986 as amended from time to time or the tax laws of any Taxing Jurisdiction.

13.2 Taxes of Taxing Jurisdictions. To the extent that the laws of any Taxing Jurisdiction require, the Member shall submit an agreement indicating that the Member shall make timely income tax payments to the Taxing Jurisdiction and that the Member shall accept personal jurisdiction of the Taxing Jurisdiction with regard to the collection of income taxes attributable to the Member's income and interest and penalties assessed on such income. If the Member fails to provide such agreement, the Company may withhold and pay over to such Taxing Jurisdiction the amount of tax, interest and penalty determined under the laws of the Taxing Jurisdiction with respect to such income. Any such payments with respect to the income of a Member shall be treated as a Distribution for purposes of Article X.

### **ARTICLE XIV DISPOSITION OF MEMBERSHIP INTEREST AND ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS**

14.1 Disposition. The Member's Membership Interest is transferable either voluntarily or by operation of law. The Member may Dispose of all or a portion of the Member's Membership Interest. In the event of the Transfer of less than all of the Member's Membership Interest, the transferee shall be Admitted on such terms and conditions as the Member and the Additional Member shall agree upon. In the event of the Transfer of the Member's entire Membership Interest, the transferee shall succeed to all the Member's rights under this Operating Agreement.

14.2 Admission of Additional Members. The Company may, to the extent and on the terms determined by the Member, Admit Additional Members and determine the Capital Contributions, rights and duties of such Additional Members.

### **ARTICLE XV DISSOLUTION AND WINDING UP**

15.1 Dissolution. The Company shall be dissolved and its affairs wound up at the time determined by the Member. The death, bankruptcy, dissolution, or incompetence of the Member shall not result in the dissolution of the Company.

15.2 Effect of Dissolution. Upon dissolution, the Company shall cease carrying on, as distinguished from the winding up of, the business and affairs of the Company, but the Company is not terminated and continues until the winding up of the affairs of the Company is completed and the certificate of cancellation has been filed with the Secretary of State.

15.3 Distribution of Assets on Dissolution. Upon the winding up of the Company, the Company Property shall be distributed:

(a) To creditors, including the Member if it is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities (whether by payment or the making of reasonable provision for payment thereof); and

(b) To the Member in cash or Property, or partly in both, as determined by the Managers.

15.4 Winding Up and Certificate of Cancellation. The winding up of the Company shall be completed when all debts, liabilities and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining Property and assets of the Company have been distributed to the Member. Upon the completion of winding up of the Company, a certificate of cancellation shall be delivered to the Secretary of State for filing. The certificate of cancellation shall set forth the information required by the Act.

#### **ARTICLE XVI AMENDMENT**

This Operating Agreement may be amended or modified from time to time only by a written instrument adopted and executed by the Member.

#### **ARTICLE XVII MISCELLANEOUS PROVISIONS**

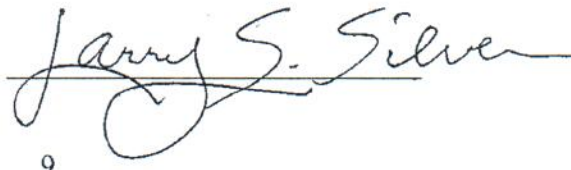
17.1 Entire Agreement. This Operating Agreement represents the entire operating agreement governing the relationship between the Member and the Company.

17.2 Rights of Creditors and Third Parties Under Operating Agreement. This Operating Agreement is adopted by the Member for the exclusive benefit of the Company, its Member and their successors and assigns. Except with respect to Section 8.3 of this Operating Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Operating Agreement or any agreement between the Company and the Member with respect to any Capital Contribution or otherwise.

IN WITNESS WHEREOF, this Operating Agreement is signed as of the Effective Date set forth in Article I.

**THE MEMBER:**

**LARRY S. SILVER**

A handwritten signature in cursive script, reading "Larry S. Silver", written over a horizontal line.



**SILVER HOLDINGS, LLC**  
10154 Meade Court  
Westminster, Colorado 80031

January 1, 2007

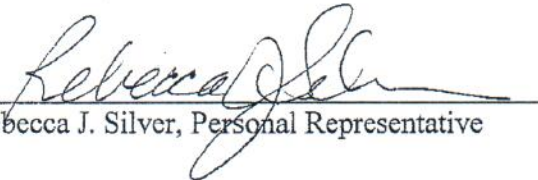
**To Silver Holdings, LLC and its Members**

Re: Notification of Membership Interest Transfer

Under the provisions of Article IX of the Company Operating Agreement dated October 23, 2002, as Personal Representative of the Estate of Larry Stephen Silver, Deceased, I hereby notify the Company and its Members that I am transferring Larry Stephen Silver's 100% Membership Interest in the Company to the Larry Stephen Silver Family Trust.

I have enclosed a completed *Assignment and Transfer of Membership Interest* and request that the Company records be annotated accordingly to show the trust as possessing a 100% Membership Interest in the Company.

ESTATE OF LARRY STEPHEN SILVER, Deceased

by   
Rebecca J. Silver, Personal Representative

Enclosure

**SCHEDULE A**  
**SILVER HOLDINGS, LLC**  
**SCHEDULE OF MEMBERS**  
**AND**  
**INITIAL CONTRIBUTIONS**

Name	Initial Contribution	Membership Interest	Voting Rights
Larry Stephen Silver Family Trust	\$100.00	100 %	100 Vote Units
	\$	%	Vote Units
Totals	\$100.00	100 %	100 Vote Units



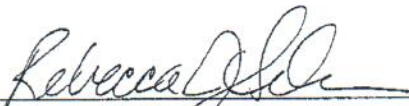
**SCHEDULE B**  
**SILVER HOLDINGS, LLC**  
**INTEREST LEDGER FOR LARRY STEPHEN SILVER FAMILY TRUST**

DATE	DESCRIPTION/VALUE OF TRANSACTION	TOTAL MEMBERSHIP INTERESTS	TOTAL VOTING RIGHTS
01/01/07	Transfer of 100% Membership Interests from Estate of Larry S. Silver	100 %	100 Vote Units

## ASSIGNMENT AND TRANSFER OF MEMBERSHIP INTEREST

KNOW ALL MEN BY THESE PRESENTS, that REBECCA J. SILVER, as Personal Representative for the ESTATE OF LARRY STEPHEN SILVER, Deceased, for good and valuable consideration, does hereby assign and transfer unto the Trustee of the LARRY STEPHEN SILVER FAMILY TRUST - EIN: 20-6933938, and all successors and assigns of Trustee, Larry Stephen Silver's 100% Membership Interest in SILVER HOLDINGS, LLC, a Colorado Limited Liability Company. This *Assignment and Transfer of Membership Interest* is made pursuant to Article XIV of the Operating Agreement of SILVER HOLDINGS, LLC. The Personal Representative does hereby covenant that she has the right to transfer the Membership Interest subject to this *Assignment and Transfer of Membership Interest* and will warrant and defend title to the same against the lawful claims and demands of all other parties.

DATED this 1st day of January, 2007.



REBECCA J. SILVER,  
Personal Representative for the ESTATE  
OF LARRY STEPHEN SILVER, Deceased

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF ARAPAHOE    )

The foregoing *Assignment and Transfer of Membership Interest* was acknowledged before me this 1ST day of JANUARY, 2007, by REBECCA J. SILVER, as Personal Representative for the ESTATE OF LARRY STEPHEN SILVER, Deceased.

WITNESS my hand and official seal.

[SEAL]

My Commission Expires: 12/08/2008

  
NOTARY PUBLIC



**SCHEDULE B**  
**SILVER HOLDINGS, LLC**  
**INTEREST LEDGER FOR LARRY S. SILVER**

DATE	DESCRIPTION/VALUE OF TRANSACTION	TOTAL FINANCIAL INTERESTS	TOTAL VOTING RIGHTS
10/23/02	Capital Contribution of \$100.00 Cash	100 %	100 Vote Units
01/01/07	Transferred 100% Membership Interest to Larry Stephen Silver Family Trust	- 0 -	- 0 -

## Zone Map Amendment (Rezoning) for PUD - Application

1/26/12

PROPERTY OWNER INFORMATION*		PROPERTY OWNER(S) REPRESENTATIVE**	
<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION		<input checked="" type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION	
Property Owner Name	Gundega Undiks	Representative Name	Brian Dunn
Address	3457 Brighton Blvd	Address	2201 Arapahoe St
City, State, Zip	Denver, CO 80216	City, State, Zip	Denver, CO 80205
Telephone	303.295.0462	Telephone	303.296.9460 ext 22
Email	rockymantin@q.com	Email	brian@greatdivide.com
*If More Than One Property Owner: All official map amendment applications for a PUD District shall be initiated by all the owners of the entire land area subject to the rezoning application, or their representatives authorized in writing to do so.		**Property owner shall provide a written letter authorizing the representative to act on his/her behalf.	
Please attach Proof of Ownership acceptable to the Manager for all property owners, such as (a) Assessor's Record, (b) Warranty deed or deed of trust, or (c) Title policy or commitment dated no earlier than 60 days prior to application date.			
SUBJECT PROPERTY INFORMATION			
Location (address and/or boundary description):	3457 Brighton Blvd		
Assessor's Parcel Numbers:	0227123012000		
Legal Description: (Can be submitted as an attachment. If metes & bounds, a map is required.)	Please see attached		
Area in Acres or Square Feet:	9,975 SF		
Current Zone District(s):	CMX-8		
PROPOSAL			
Proposed Zone District	<input checked="" type="checkbox"/> General PUD	<input type="checkbox"/> Detailed PUD	
Proposing SubAreas?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Intent of PUD:	Please see attachment		
Standard Zone District: Please list the zone district(s) on which the PUD will be based.	Please see attachment		
Deviations from Standard Zone District: Please provide a list of proposed deviations and an explanation of why the deviation is needed. Please provide as an attachment if necessary.	Deviation	Why deviation is necessary	
	Please see attachment		

[www.denvergov.org/rezoning](http://www.denvergov.org/rezoning)

201 W. Colfax Ave., Dept. 205

Denver, CO 80202

(720) 865-2983 • [rezoning@denvergov.org](mailto:rezoning@denvergov.org)



## QUIT CLAIM DEED

THIS DEED, Made this 9th day of March, 19 87,  
between PETER UNDIKS and GUNDEGA UNDIKS

of the \*County of Jefferson and State of  
Colorado, grantor(s), and GUNDEGA UNDIKS

QC 3.00

whose legal address is 6948 W. 74th Avenue  
Arvada, CO 80003

of the County of Jefferson and State of Colorado, grantee(x),

WITNESSETH, That the grantor(s), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration ----- ~~DOCKERS~~ the receipt and sufficiency of which is hereby acknowledged, have remised, released, sold, conveyed and QUIT CLAIMED, and by these presents do remise, release, sell, convey and QUIT CLAIM unto the grantee(x), her heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the grantor(s) have in and to the real property, together with improvements, if any, situate, lying and being in the City and County of Denver and State of Colorado, described as follows:

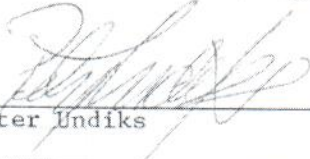
Lots 30, 31 and 32,  
Block 13,  
FIRST ADDITION TO IRONTON,  
TOGETHER WITH that portion of the Southeasterly  $\frac{1}{2}$  of the vacated  
alley adjoining said Lots,  
City and County of Denver,  
State of Colorado

NO DOCUMENTARY FEE IS REQUIRED SINCE THIS TRANSACTION IS EXEMPT FROM PAYMENT THEREOF.

also known by street and number as: 3457 Brighton Blvd., Denver, CO 80216.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor(s), either in law or equity, to the only proper use, benefit and behoof of the grantee(s), her heirs and assigns forever.

IN WITNESS WHEREOF, The grantor(s) have executed this deed on the date set forth above.

  
Peter Undiks

  
Gundega Undiks

STATE OF COLORADO,

County of Adams

ss.

The foregoing instrument was acknowledged before me this

9th day of

March

2013-00030

Page 39 of 42

June 4, 2013



May 30, 2013

Dear City of Denver, Community Planning & Development,

I am the owner of 3457 Brighton Blvd, and I authorize Brian Dunn to act on my behalf in regards to the PUD request at 3345, 3403 & 3457 Brighton Blvd.

Please let me know if you have any questions.

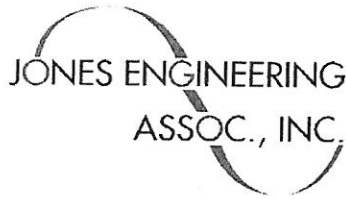
Thank you,

Gundega Undiks

A handwritten signature in cursive script that reads "Gundega Undiks". The signature is written in dark ink and is positioned below the printed name.

3457 Brighton Blvd. Denver Colorado, 80216  
303-295-0462





2120 W. Littleton Boulevard, Suite 205  
Littleton, CO 80120  
303-738-0283

## Legal Description

A rectangular parcel of ground (17.00' x 107.60') described as Parcel 1 in the deed dated February 4, 1946 recorded at Reception No. 186830 in the records of the City and County of Denver, Colorado in the NE  $\frac{1}{4}$  of Section 27, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian and described as follows:

Commencing at the NE corner of said Section 27, thence South  $90^{\circ}00'00''$  West, on an assumed bearing along the south line of said SE  $\frac{1}{4}$ , a distance of 608.49 feet to the west line of Brighton Boulevard 80-foot right-of-way as established in the records of said Denver; thence continuing South  $90^{\circ}00'00''$  West, along the north line of Parcel 2 as described in said deed, 283.62 feet to the westerly corner of said Parcel 2; thence South  $45^{\circ}09'24''$  East, along the south line of said Parcel 2, a distance of 9.10 feet to the Point of Beginning; thence through the following four courses;

1. Continuing South  $45^{\circ}09'24''$  East, along said south line, 17.00 feet,
2. South  $44^{\circ}50'36''$  East, parallel with said Brighton Boulevard west line, 107.60 feet,
3. South  $45^{\circ}09'24''$  East, parallel with said south line, 17.00 feet,
4. North  $44^{\circ}50'36''$  West, 107.60 feet to the Point of Beginning

This property as described contains 1,892 square feet or 0.04 acres more or less.

The basis of bearings for this description is based on the assumption that the south line of the SE  $\frac{1}{4}$  of said Section 22 bears east/west. Said line is monumented with a chiseled "+" on a 6"x6" stone at the southeast corner and a  $\frac{3}{4}$ " aluminum cap in asphalt at the southwest corner of the SE  $\frac{1}{4}$  of said Section 22.

This legal description is based on a field survey of the property that was conducted under my direct supervision.

For and on behalf of Jones Engineering Associates, Inc.

James T. Jones PLS, PE



**DENVER**  
THE MILE HIGH CITY

COMMUNITY PLANNING & DEVELOPMENT

# CUSTOMER GUIDE

Appendix Page 1

## Zone Map Amendment (Rezoning) for PUD - Application

1/26/12

### PROPERTY OWNER INFORMATION\*

☐ CHECK IF POINT OF CONTACT FOR APPLICATION

Property Owner Name	Silver, Larry
Address	3403 Brighton Blvd
City, State, Zip	Denver, CO 80216
Telephone	
Email	

\*If More Than One Property Owner: All official map amendment applications for a PUD District shall be initiated by all the owners of the entire land area subject to the rezoning application, or their representatives authorized in writing to do so.

### PROPERTY OWNER(S) REPRESENTATIVE\*\*

☒ CHECK IF POINT OF CONTACT FOR APPLICATION

Representative Name	Brian Dunn
Address	2201 Arapahoe St
City, State, Zip	Denver, CO 80205
Telephone	303.296.9460 ext 22
Email	brain@greatdivide.com

\*\*Property owner shall provide a written letter authorizing the representative to act on his/her behalf.

Please attach Proof of Ownership acceptable to the Manager for all property owners, such as (a) Assessor's Record, (b) Warranty deed or deed of trust, or (c) Title policy or commitment dated no earlier than 60 days prior to application date.

### SUBJECT PROPERTY INFORMATION

Location (address and/or boundary description):	Please see attached
Assessor's Parcel Numbers:	0227100018000
Legal Description: (Can be submitted as an attachment. If metes & bounds, a map is required.)	Please see attached
Area in Acres or Square Feet:	1,871 SF
Current Zone District(s):	C-MX-8, UO-2

### PROPOSAL

Proposed Zone District	<input checked="" type="checkbox"/> General PUD	<input type="checkbox"/> Detailed PUD
Proposing SubAreas?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Intent of PUD:	Please see attached	
Standard Zone District: Please list the zone district(s) on which the PUD will be based.	Please see attached	
Deviations from Standard Zone District: Please provide a list of proposed deviations and an explanation of why the deviation is needed. Please provide as an attachment if necessary.	Deviation	Why deviation is necessary
	Please see attached	

[www.denvergov.org/rezoning](http://www.denvergov.org/rezoning)



201 W. Colfax Ave., Dept. 205

Denver, CO 80202

(720) 865-2983 • [rezoning@denvergov.org](mailto:rezoning@denvergov.org)



Beck Silver  
10154 Meade Ct.  
Westminster, CO 80031

---

Dear City of Denver, Community Planning & Development,

As the owner of 3301 Brighton Blvd. and authorized representative of the Estate of Larry Silver I authorize Brian Dunn to act on my behalf in regards to the PUD request at 3301, 3345, 3403, & 3457 Brighton Blvd. Please contact me if any questions should arise.

Thank you,

A handwritten signature in black ink, appearing to read "Becky Silver", with a stylized flourish at the end.

Becky Silver


DISTRICT COURT ADAMS COUNTY, COLORADO Adams County Justice Center 1100 Judicial Center Drive Brighton, Colorado 80601	DATE FILED: July 18, 2013  <div style="text-align: center;">             ↑      Court Use Only      ↑           </div>
IN THE MATTER OF THE ESTATE OF:  <b>LARRY STEPHEN SILVER,</b>  Deceased.	Case Number:  <div style="text-align: center;"><b>2005 PR 579</b></div> Division:      Courtroom:
<b>LETTERS TESTAMENTARY</b>	

Rebecca J. Silver was appointed or qualified by this Court or its Registrar on 07/18/13 as **Personal Representative**.

The Decedent died on August 24, 2005.

These Letters are proof of the Personal Representative's authority to act pursuant to Section 15-12-701, *et seq.*, C.R.S., except for the following restrictions, if any:

Date: 07/18/13

  
 Probate Registrar / (Deputy) Clerk of Court

### CERTIFICATION

Certified to be a true copy of the original in my custody and to be in full force and effect as of \_\_\_\_\_

\_\_\_\_\_  
 Probate Registrar / (Deputy) Clerk of Court



DISTRICT COURT, ADAMS COUNTY, COLORADO		DATE FILED: July 18, 2013 4:28 PM
Court Address: 1100 Judicial Center Drive, Brighton, CO, 80601		
In the Matter of: LARRY STEPHEN SILVER		△ COURT USE ONLY △
		Case Number: 2005PR579 Division: PR      Courtroom:
Order: Proposed Order to Reopen		

The motion/proposed order attached hereto: GRANTED.

Issue Date: 7/18/2013

 *Natalie Schlidt*

Natalie Schlidt  
Probate Registrar

DISTRICT COURT ADAMS COUNTY, COLORADO Adams County Justice Center 1100 Judicial Center Drive Brighton, Colorado 80601	▲ Court Use Only ▲
IN THE MATTER OF THE ESTATE OF:  <b>LARRY STEPHEN SILVER,</b>  Deceased.	Case Number:  <b>2005 PR 579</b>  Division: Courtroom:
<b>ORDER RE-OPENING ESTATE PURSUANT TO §15-12-1008, C.R.S.</b>	

Upon consideration of the Petition to Re-open Estate, the Court finds:

1. Petitioner, Rebecca J. Silver, is an interested person as defined by §15-10-201(27), C.R.S.
2. Any required notices have been given or waived.
3. It is necessary and proper to re-open the estate to **distribute property**.

The Court determines that the following individual is entitled to be appointed as Personal Representative and Letters shall be issued:

Name: Rebecca J. Silver Relationship to Decedent: Wife, Heir, Devisee  
 Street Address: 10154 Meade Court City: Westminster State: Colorado Zip Code: 80031  
 Home Phone: (303) 466-2512

The powers and duties of the Personal Representative are limited by the following restrictions:

The Court orders the following:

1. The personal representative shall serve **without bond in unsupervised administration**.
2. The Personal Representative shall send an Information of Appointment – JDF 940 to the following parties:

Name	Relationship to Decedent
Rebecca June Silver	Spouse, Heir, Devisee
Jeffrey Adam Silver	Son, Heir
Benjamin Patrick Silver	Son, Heir
Larry Stephen Silver Revocable Trust	Devisee

3. Upon reporting to this Court that the Personal Representative has accomplished the above purposes, the Personal Representative shall be discharged and this estate be closed.

Date: \_\_\_\_\_

\_\_\_\_\_  
Judge / Magistrate / Registrar

Attachment to Order - 2015PR579



V E S T

STATE OF WYOMING )  
 ) SS.  
COUNTY OF NATRONA )

TRUSTEE'S DEED

KNOW ALL MEN BY THESE PRESENTS:

THIS TRUSTEE'S DEED, made this 14th day of February, 1994, by and between Wyoming National Bank of Casper, now known as Norwest Bank Wyoming, N.A., Trustee of the Goodstein Property Trusts and The Fred Goodstein Grandchildren Trusts, of 234 East First Street, Casper, Wyoming, Grantor, and Larry Silver, of 3403 Brighton Boulevard, Denver, Colorado 80216, Grantee;

WITNESSETH;

WHEREAS, Wyoming National Bank of Casper, now known as Norwest Bank Wyoming, N.A., has been, and is now, the duly appointed, qualified, and acting Trustee of the Goodstein Property Trusts and The Fred Goodstein Grandchildren Trusts; and

WHEREAS, right, title, and ownership in and to the following-described real property in Denver County, Colorado, has been set over, conveyed, and held by Wyoming National Bank of Casper, now known as Norwest Bank Wyoming, N.A., Trustee of the Goodstein Property Trusts and The Fred Goodstein Grandchildren Trusts, to-wit:

A parcel of land in the NE1/4 of Section 27, Township 3 South, Range 68 West of the 6th P.M., which said parcel of land is 17 feet in width and 107.6 feet in length, and is more particularly described as follows:

Beginning at a point 891.06 feet West and 8.5 feet south, 450 east from the northeast corner of Section 27, Township 3 South, Range 68 West of the 6th P.M., thence south 45° west and parallel with Brighton Boulevard 107.6 feet; thence south 45° east and parallel with Brighton Boulevard 107.6 feet; thence north 45° west 17.0 feet to the point of beginning, containing .04 acres, more or less.

and

WHEREAS, Wyoming National Bank of Casper, now known as Norwest Bank Wyoming, N.A., Trustee of Goodstein Property Trusts and The Fred Goodstein Grandchildren Trusts, as Grantor, did enter into an agreement for the sale of the above-described real property whereunder conveyance of the same is to be made to Larry Silver, as Grantee; and

WHEREAS, pursuant to said agreement for sale of the above-described real property, Wyoming National Bank of Casper, now known as Norwest Bank Wyoming, N.A., Trustee of the Goodstein Property Trusts and The Fred Goodstein Grandchildren Trusts, should now convey the above-described real property to Larry Silver pursuant to the terms of the agreement for sale of the same.

NOW, THEREFORE, THIS DEED WITNESSETH:

That Wyoming National Bank of Casper, now known as Norwest Bank Wyoming, N.A., Trustee of the Goodstein Property Trusts and The Fred Goodstein Grandchildren Trusts, Grantor, does hereby grant, bargain, and convey, to Larry Silver, Grantee, all of the right, title, and interest in and to the following-described real property situate in the City and County of Denver, Colorado, to-wit:

A parcel of land in the NE1/4 of Section 27, Township 3 South, Range 68 West of the 6th P.M., which said parcel of land is 17 feet in width and 107.6 feet in length, and is more particularly described as follows:

Beginning at a point 891.06 feet West and 8.5 feet south, 450 east from the northeast corner of Section 27, Township 3 South, Range 68 West of the 6th P.M., thence south 45° west and parallel with Brighton Boulevard 107.6 feet; thence south 45° east and parallel with Brighton Boulevard 107.6 feet; thence north 45° west 17.0 feet to the point of beginning, containing .04 acres, more or less.

To Have and to Hold the same unto Grantee, his heirs and assigns, forever as fully and effectually to all intents and purposes in law as the Grantor might, could, or ought to convey the same.

Wyoming National Bank of Casper, now known as Norwest Bank Wyoming, N.A., Trustee of the Goodstein Property Trusts and The Fred Goodstein Grandchildren Trusts, warrants only that it has good and lawful right and authority to convey the above-described real property, and to execute this deed conveying said real property, and it conveys title to the above-described real property without further warranty.

IN WITNESS WHEREOF, Wyoming National Bank of Casper, now known as Norwest Bank Wyoming, N.A., Trustee of the Goodstein Property

Trusts and The Fred Goodstein Grandchildren Trusts, has caused this Trustee's Deed to be executed on the day and year first above written.

WYOMING NATIONAL BANK OF  
CASPER, NOW KNOWN AS  
NORWEST BANK WYOMING, N.A.,  
TRUSTEE OF THE GOODSTEIN  
PROPERTY TRUSTS AND THE  
FRED GOODSTEIN  
GRANDCHILDREN TRUSTS

By *Richard R. Monroe*  
Title: Vice President & Trust Officer

Attest:

*James A. Wilson*  
Title: Vice President & Trust  
Officer  
SEAL

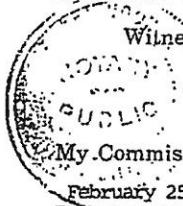
ACKNOWLEDGMENT

STATE OF WYOMING            )  
                                      ) SS.  
COUNTY OF NATRONA        )

On this 14TH day of February, 1994, before me personally appeared Richard R. Monroe, to me personally known, who, being by me duly sworn, did say that he is a Trust Officer of Norwest Bank Wyoming, N.A., formerly known as Wyoming National Bank of Casper, Trustee of the Goodstein Property Trusts and The Fred Goodstein Grandchildren Trusts. that the seal affixed on behalf of Norwest Bank Wyoming, N.A. is its seal, and that said instrument was signed and sealed on behalf of Norwest Bank Wyoming, N.A., and he acknowledged said instrument to be the free act and deed of Norwest Bank Wyoming, N.A.

Witness my hand and official seal.

*William J. Noonan*  
Notary Public



My Commission Expires:  
February 25, 1997





**DENVER**  
THE MILE HIGH CITY

COMMUNITY PLANNING & DEVELOPMENT

# CUSTOMER GUIDE

Appendix Page 3

## ATTACHMENTS

Please check any attachments provided with this application:

- ☒ Authorization for Representative
- ☒ Proof of Ownership Document(s)
- ☒ Legal Description
- ☒ Deviations
- ☒ Review Criteria

Please list any additional attachments:

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

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 to Be Rezoned	Please sign below as an indication of your consent to the above certification statement (must sign in the exact same manner as title to the property is held)	Date	Indicate the type of ownership documentation provided: (A) Assessor's record, (B) warranty deed or deed of trust, (C) title policy or commitment, or (D) other as ap- proved	Property owner repre- sentative written authori- zation? (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%	John Alan Smith Josie Q. Smith	01/01/12	(A)	NO
Silver Holdings, LLC	10154 Meade Ct. Westminster, CO 80031 303-882-4979 ben@centralforeign.com	85.7%	<i>[Signature]</i>	6/4/13	Quit Claim Deed	YES
Big Eagle Enterprises, LLC	3345 Brighton Blvd Denver, CO 80216 720.936.4407 eaglefires@yahoo.com	9.0%	<i>[Signature]</i>	6/4/13	Deed of Trust	YES
Gundega Undiks	3457 Brighton Blvd Denver, CO 80216 303.295.0462 rockymantin@q.com	4.5%	<i>[Signature]</i>	6/4/13	Quit Claim Deed	YES
Larry Silver	10154 Meade Ct. Westminster, CO 80031 720-333-4908 beckyesilver@mac.com	0.8%	<i>[Signature]</i>	7-18-13	Vesting Deed	YES

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