

Zone Map Amendment (Rezoning) - Application

PROPERTY OWNER INFORMATION*		PROPERTY OWNER(S) REPRESENTATIVE**	
☐ CHECK IF POINT OF CONTACT FOR APPLICATION		☐ CHECK IF POINT OF CONTACT FOR APPLICATION	
Property Owner Name		Representative Name	
Address		Address	
City, State, Zip		City, State, Zip	
Telephone		Telephone	
Email		Email	
*If More Than One Property Owner: All standard zone map amendment applications shall be initiated by all the owners of at least 51% of the total area of the zone lots subject to the rezoning application, or their representatives authorized in writing to do so. See page 3.		**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 each property owner signing the application, 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. If the owner is a corporate entity, proof of authorization for an individual to sign on behalf of the organization is required. This can include board resolutions authorizing the signer, bylaws, a Statement of Authority, or other legal documents as approved by the City Attorney's Office.			
SUBJECT PROPERTY INFORMATION			
Location (address and/or boundary description):			
Assessor's Parcel Numbers:			
Area in Acres or Square Feet:			
Current Zone District(s):			
PROPOSAL			
Proposed Zone District:			

REVIEW CRITERIA

General Review Criteria: The proposal must comply with all of the general review criteria DZC Sec. 12.4.10.7	☐ 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. 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. ☐ 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. ☐ Public Health, Safety and General Welfare: The proposed official map amendment furthers the public health, safety, and general welfare of the City.
Additional Review Criteria for Non-Legislative Rezoning: The proposal must comply with both of the additional review criteria DZC Sec. 12.4.10.8	Justifying Circumstances - One of the following circumstances exists: ☐ The existing zoning of the land was the result of an error. ☐ The existing zoning of the land was based on a mistake of fact. ☐ 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. ☐ The land or its surroundings has changed or is changing to such a degree that it is in the public interest to encourage a redevelopment of the area to recognize the changed character of the area. ☐ It is in the public interest to encourage a departure from the existing zoning through application of supplemental zoning regulations that are consistent with the intent and purpose of, and meet the specific criteria stated in, Article 9, Division 9.4 (Overlay Zone Districts), of this Code. Please provide an attachment describing the justifying circumstance. ☐ The proposed official map amendment is consistent with the description of the applicable neighborhood context, and with the stated purpose and intent of the proposed Zone District. Please provide an attachment describing how the above criterion is met.

REQUIRED ATTACHMENTS

Please ensure the following required attachments are submitted with this application:

- ☐ Legal Description (required to be attached in Microsoft Word document format)
- ☐ Proof of Ownership Document(s)
- ☐ Review Criteria

ADDITIONAL ATTACHMENTS

Please identify any additional attachments provided with this application:

- ☐ Written Authorization to Represent Property Owner(s)
- ☐ Individual Authorization to Sign on Behalf of a Corporate Entity

Please list any additional attachments:

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

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

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

Last updated: February 22, 2017

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Denver, CO 80202

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EXAMPLE John Alan Smith and Josie Q. Smith	123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov	100%	<i>John Alan Smith</i> <i>Josie Q. Smith</i>	01/01/12	(A)	YES
Priddy's Auction Galleries, Inc.	5401 Leetsdale Dr. 5411 Leetsdale Dr. Denver, CO 80246 ladams@crlassociates.com	100%		7/27/18	(A)	YES

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April 12, 2019 rev.; fees waived per DZC 12.3.3.4



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

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Property Owner Name(s) (please type or print legibly)	Property Address City, State, Zip Phone Email	Property Owner Interest % of the Area of the Zone Lots to Be Rezoned	Please sign below as an indication of your consent to the above certification statement	Date	Indicate the type of ownership documentation provided: (A) Assessor's record, (B) warranty deed or deed of trust, (C) title policy or commitment, or (D) other as approved	Has the owner authorized a representative in writing? (YES/NO)
EXAMPLE John Alan Smith and Josie Q. Smith	123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov	100%	<i>John Alan Smith</i> <i>Josie Q. Smith</i>	01/01/12	(A)	YES
Jill Jennings Golich, Interim Executive Director, Community Planning and Development, City and County of Denver	5401 & 5413 Leetsdale Drive, Denver, CO 80246 (Assessor Parcel Numbers 06181-13-030-000 and 06181-13-036-000)	CCD is owner of property within PUD 627; CCD property is not within area proposed to be rezoned	<i>Jill Jennings Golich</i>	4/9/19	A	Yes

Last updated: May 24, 2018

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INTRODUCTION

The applicant, 226 Monroe Street, LLC., has assembled the parcels at 5231, 5301-5307, 5335 Leetsdale Drive & 420, 450 S. Grape St. and is seeking to rezone the assemblage from B-3 Waivers and Conditions and PUD 627 to E-CC-3. The applicant occupies retail space on the property doing business as Newberry Brothers Florists of Denver. They have been in business in and around Denver since the 1940s.

The map in Exhibit F shows how the property is divided between B-3 Waivers and Conditions and PUD 627. In response to a request from the Zoning Administrator, a portion of PUD 627 (noted on the map) will not be rezoned. However, the rezoning must meet the requirements of Title 59-516(a) which states that text amendments must include the entire PUD area and meet the application requirements of Section 59-515. In response, the applicant has included authorization of all owners within the PUD in order to proceed with the amendment even though only a portion of the area will be rezoned.

The applicant also recognizes the importance of communicating with the surrounding community regarding the rezoning application. They have been in contact with the Preservation of Residential South Hilltop Neighborhood Association (PRSHNA), the Dakota Hill Homeowners Association as well as other business owners and neighbors in the community. The applicant is working with PRSHNA to develop a Neighborhood Agreement to address residents' concerns. The table in Exhibit G documents the community outreach.

PROPOSED MAP AMENDMENT SUMMARY

The proposed Map Amendment seeks to rezone the properties from B-3 Waivers and Conditions and PUD 627 to E-CC-3.

Section 12.4.10.7 of the Denver Zoning Code authorizes Denver City Council to approve an official map amendment if the proposed rezoning meets the following criteria:

1. 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 the adoption of the City's plan."

2. 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."

3. Public Health, Safety, and Welfare

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

For the reasons set forth in Exhibit A, the proposed rezoning is consistent with these criteria.

EXHIBIT A: REVIEW CRITERIA

GENERAL REVIEW CRITERIA

Consistency with Adopted Plans

The proposed map amendment is consistent with the City's five review criteria and all adopted plans.

1. **Denver Comprehensive Plan 2000**
2. **Denver Comprehensive Plan 2040 (Planning Board Draft 3/13/19)**
3. **Blueprint Denver**
4. **Blueprint Denver Update 2019 (Planning Board Draft 3/13/19)**

Denver Comprehensive Plan 2000

The proposed rezoning of the site from B-3 Waivers and Conditions and PUD 627 to E-CC-3 is consistent with the Denver Comprehensive Plan 2000.

The *italicized text* signals an excerpt from the Plan. The language that follows is used to detail how the proposed map amendment is consistent with the goals of the Plan.

Key elements of the Plan 2000 visions for success include:

- *Congruency of land use and zoning: "...a built environment with greater overall urban design integrity, stronger connections among urban centers, and a richer and more diverse mix of uses within geographically proximate areas."*
- *Compact development: "...Compact urban centers will meet the needs of 21st-century living while reinforcing the valued characteristics of Denver's neighborhoods. Development and redevelopment of urban centers present opportunities to concentrate population and land uses within a limited geographic space. Compact development will improve neighborhood cohesion, reduce urban sprawl and connect residents more directly to services and amenities within their immediate living environment."*
- *Mobility: "...residents will enjoy a greater variety of convenient transportation options and alternative mobility choices." Denver Comprehensive Plan 2000, page 55*

The proposed rezoning to E-CC-3 will support all of the Plan's visions for success. The proposed rezoning will support a built environment with greater overall urban design integrity, stronger connections among urban centers, and a richer and more diverse mix of uses within geographically proximate areas. The proposed rezoning will provide for opportunities to concentrate population and land uses within a limited geographic space. The proposed E-CC-3 Zone district will allow for the type of compact development that has the potential to improve neighborhood cohesion, reduce urban sprawl and connect residents more directly to services and amenities within their immediate living environment. Given the site's location near public transit on Leetsdale Drive, the proposed E-CC-3 Zone District will provide the opportunity for residents to enjoy a greater variety of convenient transportation options and alternative mobility choices. For these reasons, the proposed rezoning of the site from B-3 Waivers and Conditions and PUD 627 to E-CC-3 is consistent with the Denver Comprehensive Plan 2000.

The Plan Calls for Diverse Housing Options

- *"Encourage development of housing that meets the increasingly diverse needs of Denver's present and future residents in the Citywide Land Use and Transportation Plan." Denver Comprehensive Plan 2000, page 58*
- *"The increasing need for a broader array of housing options requires a more diverse mix of residential types that are both affordable and complementary to neighborhood character." Denver Comprehensive Plan 2000, page 92*

The proposed rezoning to E-CC-3 will establish a framework for a unique live-work development. The proposed E-CC-3 Zone District will facilitate increased availability of housing stock near transit and an expanded variety of housing options. The unique mix of allowable uses, both residential and commercial, will encourage development of housing that meets the increasingly diverse need of Denver's present and future residents. The proposed rezoning to E-CC-3 allows for a range of building types and building heights in support of the Denver Comprehensive Plan 2000's call for diverse housing options. For these reasons, the proposed rezoning is consistent with the Denver Comprehensive Plan 2000.

The Plan Addresses a Need for Greater Connectivity, Access to Transit, and Multi-Modal Communities

- *"Increasingly, transportation must support land-use strategies — and vice versa — to provide a greater range of living and mobility options." Denver Comprehensive Plan 2000, page 8*
- *"In addition to reducing vehicular traffic, existing bus corridors and new regional transit corridors offer opportunities to shape transit-oriented, mixed-use developments, which encourage neighborhood self-sufficiency." Denver Comprehensive Plan 2000, page 33*
- *"Achieve environmental sustainability in all aspects of planning, community and building design, and transportation... by promot(ing) the development of sustainable communities and centers of activity where shopping, jobs, recreation and schools are accessible by multiple forms of transportation, providing opportunities for people to live where they work." Denver Comprehensive Plan 2000, page 41*
- *"Ensure that land-use policies and decisions support a variety of mobility choices, including light rail, buses, paratransit, walking and bicycling, as well as convenient access for people with disabilities." – Denver Comprehensive Plan 2000, page 60*
- *"Create more convenient connections between different modes of transportation, as in pedestrian to transit, bus to light rail, or bike to transit." – Denver Comprehensive Plan 2000, page 76*
- *"Promote convenient public transit for the community, including buses, light rail and other alternatives to single-occupancy vehicles." – Denver Comprehensive Plan 2000, page 41*

The Denver Comprehensive Plan 2000 created strong directives around transit and articulated that land use policies should support those objectives. The proposed rezoning of the site from B-3 Waivers and Conditions and PUD 627 to E-CC-3 will allow for residences, office space, and retail along one of Denver's transit corridors. This rezoning will facilitate a more walkable environment along Leetsdale Drive and a mixed-use community next to transit. The rezoning will enable diverse mobility options for potential future residents and will be one step in the direction of shifting a city overly structured to accommodate automobiles. The rezoning will open the door for a pedestrian-friendly, mass transit-friendly site.

The rezoning of this site promotes the reduction of reliance on automobiles and supports safe, convenient access and accommodation of pedestrians and transit riders. It promotes convenient public transit for the community. This rezoning strongly reinforces the Plan's call for pedestrian-friendly communities and is therefore consistent with this aspect of the Denver Comprehensive Plan 2000.

The Plan Addresses a Need for Sustainable Development and Conservation of Land

- *"To encourage a healthy mix of diversity in Denver, the City must try to ensure housing opportunities in a range of types and prices throughout the city. Housing policies must address the needs of people of diverse incomes, household sizes, ages and lifestyles. Adequacy and variety of housing close to work also protect the environment by reducing driving." Denver Comprehensive Plan 2000, page 13*
- *"Conserve land by... Promoting infill development within Denver at sites where services and infrastructure are already in place." – Denver Comprehensive Plan 2000, page 39*
- *"Conserve land by... Designing mixed-use communities and reducing sprawl, so that residents can live, work and play within their own neighborhoods." – Denver Comprehensive Plan 2000, page 39*
- *"Compact urban centers will meet the needs of 21st-century living while reinforcing the valued characteristics of Denver's neighborhoods. Development and redevelopment of urban centers present opportunities to concentrate*

population and land uses within a limited geographic space. Compact development will improve neighborhood cohesion, reduce urban sprawl and connect residents more directly to services and amenities within their immediate living environment.” – Denver Comprehensive Plan 2000, page 55

- *“Encourage quality infill development that is consistent with the character of the surrounding neighborhood; that offers opportunities for increased density and more amenities; and that broadens the variety of compatible uses.” – Denver Comprehensive Plan 2000, page 60*

The rezoning of this site from B-3 Waivers and Conditions and PUD 627 to E-CC-3 is consistent with these sections of the Denver Comprehensive Plan 2000. The proposed rezoning encourages the redevelopment of vacant, underutilized and environmentally compromised land known as a brownfield. While this site is not environmentally compromised, it is an underutilized site. Redevelopment of this underutilized land, made possible through the proposed rezoning, is consistent with the Plan. Further, this proposed zoning will encourage the conservation of land by promoting infill development within Denver at sites where services and infrastructure are already in place.

This proposed rezoning will also encourage the conservation of land through enabling the design of a mixed-use community. It will enable a reduction in sprawl so that residents can live, work and play within their own neighborhood. The E-CC-3 Zone District will allow for office, grocery, and retail, while also allowing for housing on-site. The type of compact development contemplated by the E-CC-3 Zone District will improve neighborhood cohesion, reduce urban sprawl, and connect residents more directly to services and amenities within their immediate living environment.

For all of these reasons, the rezoning of this site to E-CC-3 from B-3 Waivers and Conditions and PUD 627 is consistent with the Denver Comprehensive Plan 2000.

[Denver Comprehensive Plan 2040](#)

The proposed rezoning of the site from B-3 Waivers and Conditions and PUD 627 to E-CC-3 is consistent with the Denver Comprehensive Plan 2040.

The *italicized text* signals an excerpt from the Plan. The language that follows is used to detail how the proposed map amendment is consistent with the goals of the Plan.

Key elements of the Plan 2040 visions for success include:

- *Equitable, Affordable, and Inclusive: “...is an equitable, inclusive community with a high quality of life for all residents, regardless of income level, race, ethnicity, gender, ability or age.”*
- *Strong and Authentic Neighborhoods: “...neighborhoods are complete, unique and reflective of our city’s diverse history.”*
- *Economically Diverse and Vibrant: “...a global city with a robust economy that reflects the diversity of our community.” Denver Comprehensive Plan 2040, pg. 18*

The proposed rezoning to E-CC-3 will support all of the Plan’s visions for success. The proposed rezoning will ensure that residents of the Leetsdale corridor have safe, convenient and affordable access to basic services and a variety of amenities, including enhanced mobility and public transit choices; it will also support housing serving residents across a range of incomes, ages and needs. The proposed rezoning will finish an incomplete neighborhood in the Leetsdale corridor and thus continue to build a network of well-connected, vibrant, mixed-use centers in Denver. The proposed rezoning will sustain and grow local neighborhood businesses by ensuring Leetsdale corridor businesses benefit from increased population density and transit options. For these reasons, the proposed rezoning of the site from B-3 Waivers and Conditions and PUD 627 to E-CC-3 is consistent with the Denver Comprehensive Plan 2040.

The Plan Calls for Equitable, Affordable, and Inclusive Housing Options

- *“Ensure all Denver residents have safe, convenient and affordable access to basic services and a variety of amenities.”* – Denver Comprehensive Plan 2040, pg. 28
- *“Build housing as a continuum to serve residents across a range of incomes, ages and needs.”* – Denver Comprehensive Plan 2040, pg. 28

The proposed rezoning will allow development of housing units close to transit and mixed-use developments, specifically along the Speer/Leetsdale corridor which has been designated as a High-Capacity Transit Corridor in the Denver Moves: Transit Plan. Further, the proposed rezoning allows for a greater mix of housing options, especially close to present and future transit choices.

The Plan Calls for Strong and Authentic Neighborhoods

- *“Create a city of complete neighborhoods.”* – Denver Comprehensive Plan 2040, pg. 34

The proposed rezoning will allow for the continued improvement of the Speer/Leetsdale corridor. Such a rezoning will ensure present and future residents’ access to greater mobility options as well as mixed-use corridor development. Such development would allow greater pedestrian-friendly housing stock near to a transit-heavy, multimodal corridor and locally-owned, unique commercial businesses. Because it continues to promote the creation of a network of well-connected, vibrant, and mixed-use centers along the Leetsdale corridor, the proposed rezoning satisfies the goals of Denver Comprehensive Plan 2040.

The Plan Calls for Economically Diverse and Vibrant Communities

- *“Sustain and grow Denver’s local neighborhood businesses.”* – Denver Comprehensive Plan 2040, pg. 46

The proposed rezoning will ensure the continued promotion of local neighborhood businesses along the Leetsdale corridor and near to the site. Nearby small, locally-owned businesses and restaurants will benefit from the increased urban density allowing them to retain their unique Denver character. For these reasons, the proposed rezoning is consistent with Denver Comprehensive Plan 2040.

[Blueprint Denver](#)

The proposed rezoning of the site from B-3 Waivers and Conditions and PUD 627 to E-CC-3 is consistent with Blueprint Denver. Specifically, the rezoning is consistent with Blueprint’s Overarching Plan Recommendations, as well as the recommendations for Areas of Stability, Concept Land Use, Street Classifications, and Enhanced Transit Corridors.

The *italicized text* signals an excerpt from Blueprint. The language that follows is used to detail how the proposed map amendment is consistent with the goals of Blueprint.

Overarching Plan Recommendations

“Blueprint Denver anticipates several key outcomes of this integrated approach to planning for the future:

- *Enhanced transportation system connectivity — strong links between and among transit, bicycle and pedestrian routes — promotes the use of multiple modes of transportation.*
- *Appropriately located and attractive density stimulates positive change and development in areas with strong links to transit.*
- *A diversity of housing in terms of size, type and cost provides a range of housing options and prices throughout the community.*
- *Residential areas are located near employment centers, thus creating more job opportunities across the city.”*
Blueprint Denver, page 18 -19

The proposed rezoning of the site from B-3 Waivers and Conditions and PUD 627 to E-CC-3 is consistent with the overarching plan recommendations in Blueprint Denver. The proposed rezoning will enable enhanced transportation system connectivity

— strong links between and among transit and pedestrian routes. The density contemplated by the proposed zoning is appropriately located along Leetsdale Drive, encouraging positive change and development in an area with strong links to transit. The variety of allowable uses under E-CC-3 zoning promotes a diversity of housing in terms of size, type, and cost. The proposed zone district also allows for commercial, in addition to residential, uses on the site, encouraging job opportunities near residential areas. For these reasons, the proposed rezoning is consistent with Blueprint Denver.

Concept Land Use and Street Classifications

Blueprint Denver identifies the area to be rezoned as an Area of Stability. Areas of Stability are defined by Blueprint as *“primarily the stable residential neighborhoods and their commercial areas, where minimal change is expected during the next 20 years. The ideal for Areas of Stability is to identify and maintain the character of an area while accommodating some new development and redevelopment in appropriate locations.”* Blueprint Denver, page 24

Areas of Stability

“Strategies:

- *Address incompatible zoning and land use issues*
- *Compatibility between existing and new development, design and development standards*
- *Address edges between Areas of Stability and Areas of Change*
- *Diversity of housing type, size, and cost*
- *Uphold the legacy of walkable neighborhoods*
- *Provide neighborhood traffic management programs*
- *Revitalize neighborhood centers and provide basic services (grocery)*
- *Reinvest in substandard and deteriorating infrastructure”*

Blueprint Denver, pg. 25

The proposed rezoning is consistent with Blueprint Denver’s recommendations for Areas of Stability. It will identify and maintain the character of the area while accommodating some new development and redevelopment in an appropriate location along Leetsdale Drive. The proposed rezoning will bring the site into the updated zoning code and will address compatibility between existing and new development along Leetsdale Drive. It will allow for a diversity of housing type, size, and cost, revitalization of a neighborhood center, and reinvestment in substandard and deteriorating infrastructure while at the same time upholding the legacy of the walkable neighborhood to the north of the site. For these reasons, the proposed rezoning to E-CC-3 is consistent with Blueprint Denver.

Areas of Stability are further divided into Committed Areas and Reinvestment Areas. While Blueprint Denver does not specify which parts of Denver are Committed Areas and which are Reinvestment Areas, this site’s location along Leetsdale Drive and the current underutilization of the property make it a likely Reinvestment Area within an area of stability.

“Reinvestment areas are neighborhoods with a character that is desirable to maintain but that would benefit from reinvestment through modest infill and redevelopment or major projects in a small area. These areas would encourage investment but in a more limited and targeted way than in Areas of Change.” Blueprint Denver, pg. 122

The proposed rezoning is consistent with Blueprint Denver’s recommendations for Reinvestment Areas. The rezoning of this site from B-3 Waivers and Conditions and PUD 627 to E-CC-3 will maintain the character of the neighborhood while allowing for the benefit of reinvestment through redevelopment in a small area. For that reason, this rezoning is consistent with Blueprint Denver.

Blueprint Denver also addresses Planned Unit Developments (PUDs). *“A PUD involves a negotiated development plan between a developer and the City and County of Denver. Concerns with PUDs are that their widespread proliferation has increased the complexity of regulating land use, and the conditions they place on development sometimes perform poorly and inflexibly once the PUD has been adopted. This issue can be addressed if the city acts on the authority to repeal obsolete PUD zoning and change it to a more appropriate district.”* Blueprint Denver, pg. 82

The proposed rezoning from PUD 627 to E-CC-3 will allow the city to repeal an obsolete PUD zoning and change it to a more appropriate district. The conditions the existing PUDs place on development on the site have performed poorly and created inflexibility. For these reasons, the proposed rezoning is consistent with Blueprint Denver.

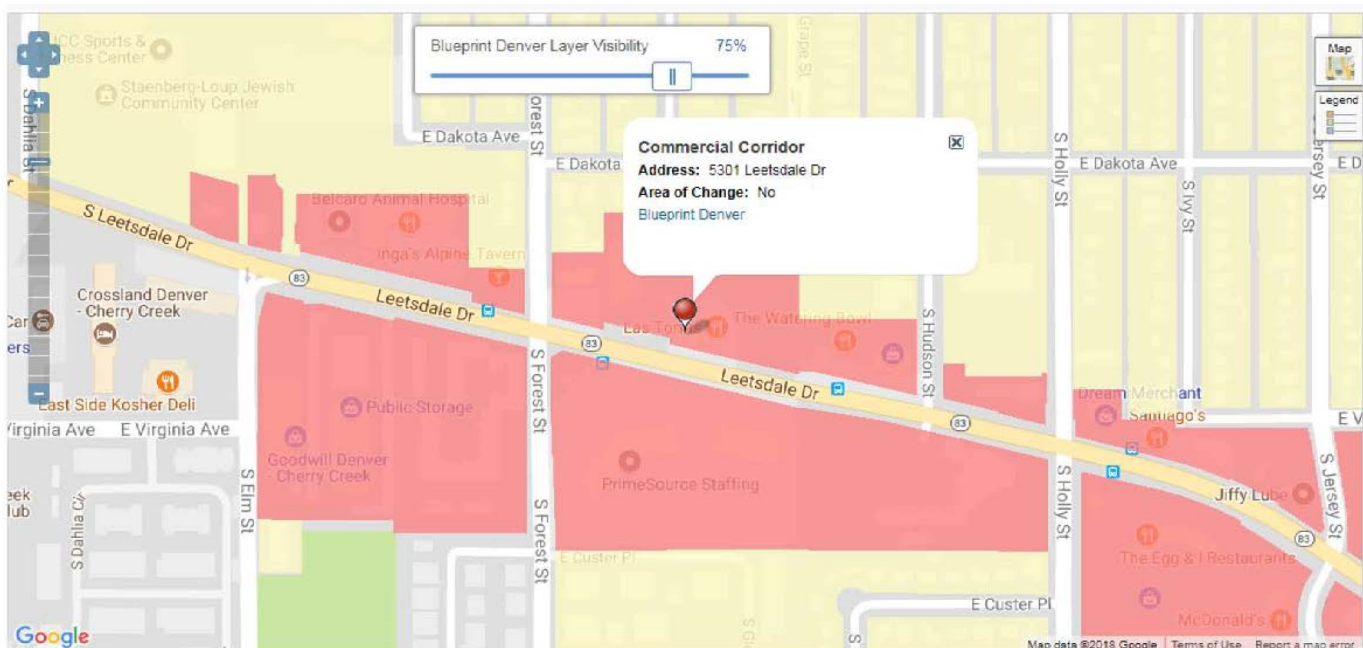
Blueprint Denver further identifies the area to be rezoned as Commercial Corridor.

“Commercial corridors are linear business districts primarily oriented to heavily used arterial streets. They share similarities with pedestrian shopping corridors but are larger and accommodate more auto traffic. Because of the heavy traffic, special design features are necessary for buildings to be accessible and visible to someone driving by, while also practical for transit, bicycle and pedestrian use. Commercial corridors are favored locations for big-box retail, which can present special design challenges. Many corridors accommodate major bus transit routes and have significant numbers of transit users. Well-designed commercial corridors include street trees, wide sidewalks, on-street parking and attractive bus stops, and, as a result, exhibit a fair amount of pedestrian activity.” Blueprint Denver, pg. 45

The proposed rezoning to E-CC-3 will allow for a linear business district primarily oriented to Leetsdale Drive, a heavily-used commercial arterial. The E-CC-3 zone district will allow for big-box retail and a design that could include street trees and wide sidewalks (where none currently exist). For these reasons, the proposed rezoning is consistent with Blueprint Denver.

For all the reasons above, the proposed rezoning from B-3 Waivers and Conditions and PUD 627 to E-CC-3 is consistent with Blueprint Denver.

Blueprint Denver Concept Land Use Map



Blueprint Denver Concept Land Use Map

Street Classifications

Leetsdale Drive is classified as a commercial arterial. The proposed E-CC-3 zoning allows for the type of development contemplated by Blueprint Denver along commercial arterials.

For all of the reasons discussed above, the proposed rezoning is consistent with Blueprint Denver.

Blueprint Denver 2019

The proposed rezoning of the site from B-3 Waivers and Conditions and PUD 627 to E-CC-3 is consistent with Blueprint Denver 2019. Specifically, the rezoning is consistent with the Vision for an Inclusive City, a Plan of Action, a City of Complete Neighborhoods and Networks, and Neighborhood Context.

The *italicized text* signals an excerpt from Blueprint. The language that follows is used to detail how the proposed map amendment is consistent with the goals of Blueprint.

Vision for an Inclusive City

"The Blueprint Denver vision calls for:

- *An equitable city: planning for social equity and guiding change to benefit everyone*
 - *A city of complete neighborhoods and complete networks: connecting Denverites to all of their daily needs*
 - *An evolving city: a measured, commonsense approach to where growth should go and how it should fit in"*
- Blueprint Denver 2019, pg. 28

The proposed rezoning of the site from B-3 Waivers and Conditions and PUD 627 to E-CC-3 is consistent with the overarching vision set out in Blueprint Denver 2019. The rezoning ensures further and continued equitability along the Leetsdale corridor by expanding housing and employment diversity. It will allow greater choice to Denver residents for more inclusive housing options and promote locally-owned, neighborhood businesses on or nearby the site. Due to the proposed rezoning's location along the transit-heavy Leetsdale corridor, it will also further improve access to opportunity to residents and more equitable access to amenities, health and education. Additionally, with the opportunity for development of greater housing diversity options, the proposed rezoning will continue to reduce local community vulnerability to displacement from increasing property values.

The proposed rezoning's location will enhance resident access to and use of a variety of mobility choice options along the Leetsdale corridor, including pedestrian paths, transit routes, and street networks. Such transit option choice will ensure better resident access to city resources, quality-of-life amenities, and employment opportunities. Further, the proposed rezoning will continue to strengthen the local Hilltop neighborhood and Leetsdale corridor while maintaining the unique character of both.

Plan of Action -Land Use and Built Form, Mobility, and Quality-of-Life Infrastructure Recommendations

Blueprint Denver 2019 contains a list of policies and strategies to implement the Blueprint Denver 2019 and is organized by the three elements of a complete neighborhood: Land Use and Built Form, Mobility, and Quality-of-Life Infrastructure. Blueprint Denver 2019 identifies the area around and including the proposed map amendment as an Urban Edge Context (pg. 139), Community Corridor (pg. 143) on a Commercial Arterial (pg. 157). Blueprint Denver 2019 supports the proposed map amendment.

Recommendations

Land Use and Built Form

Land Use and Built Form recommendations seek to: *"encourage growth and [...] to incentivize the preservation of historic character."* Blueprint Denver 2019, pg. 70

Policies and Strategies:

General

- Policy 1: *“Promote and anticipate planned growth in major centers and corridors and key residential areas connected by rail service and transit priority streets.”*
 - Strategy A: *“Use zoning and land use regulations to encourage higher-density, mixed-use development in transit-rich areas including:*
 - *Regional centers and community centers*
 - *Community corridors where transit priority streets are planned*
 - *High and medium-high residential areas in the downtown and urban center contexts.”*
- Blueprint Denver 2019, pg. 72
- Policy 3: *“Ensure the Denver Zoning Code continues to respond to the needs of the city, while remaining modern and flexible.”*
 - Strategy A: *“Rezone properties from the Former Chapter 59 zoning code so that the entire city is covered by the DZC, including continuing to incentivize owners to come out of the old code.”*
- Blueprint Denver 2019, pg. 73

Housing

- Policy 2: *“Diversify housing options by exploring opportunities to integrate missing middle housing into low and low-medium residential areas.”*
 - Strategy A: *“Integrate missing middle housing into low and low-medium residential areas, especially those that score low in Housing Diversity...”*
- Blueprint Denver 2019, pg. 82
- Policy 8: *“Capture 80 percent of new housing growth in regional centers, community centers and corridors, high-intensity residential areas, greenfield residential areas, innovation flex districts and university campus districts.”*

The proposed map amendment will encourage higher-density, mixed-use development along the transit-rich Leetsdale corridor, providing increased access to mobility options for residents. It will continue to help transition all of Denver from the Former Chapter 59 zoning code into the current DZC, as well as limit the presence of PUDs across the city by eliminating the previous zoning. Further, the proposed rezoning will allow for a diversity of housing options in the area, which specifically scores low on Blueprint Denver 2019 Housing Diversity (pg. 43), and will continue to concentrate population densities near the high-capacity transit Leetsdale corridor which is designated as a Community Corridor.

Mobility

Mobility recommendations in Blueprint Denver 2019 seek to: *“address how to balance the competing needs for space on streets, including safety, moving people and creating attractive, sustainable public spaces.”* pg. 106

Policies and Strategies

- Policy 1: *“Encourage mode-shift — more trips by walking and rolling, biking and transit — through efficient land use and infrastructure improvements.”*
 - Strategy E: *“Promote mixed-use development in all centers and corridors.”*
- Blueprint Denver 2019, pg. 108

The proposed rezoning would encourage the development of pedestrian-friendly housing options, both enhancing neighborhood walkability and access to other modes of transportation connecting the Leetsdale corridor including public transit routes, street networks, and bike lanes.

Quality-of-Life Infrastructure

Blueprint Denver 2019 states, *“Quality-of-life infrastructure supports the need for individuals to connect with nature, community, history, access healthy food systems and enjoy a clean environment.”* Blueprint Denver 2019, pg. 116

Policies and Strategies:

- Policy 10: *“Work with public and private partners to improve access to shops, restaurants, entertainment, civic uses, services and a variety of daily needs for all Denver residents.”*
 - Strategy B: *“Develop incentives to promote human scaled, accessible and inclusive mixed-use centers and corridors.”*
 - Strategy C: *“Promote development that compatibly integrates and includes daily needs such as child care centers, grocery stores and community-serving retail.”*
Blueprint Denver 2019, pg. 124

The proposed rezoning would further encourage the development of a complete neighborhood along the Leetsdale corridor by incentivizing the creation of walkable and inclusive mixed-use centers. Such rezoning would increase resident access to street and transit improvements, and equitable access to city resources, public spaces and quality-of-life amenities.

For these reasons the proposed rezoning is consistent with Blueprint Denver 2019.

Uniformity of District Regulations and Restrictions

The proposed rezoning will result in uniformity of district regulations and restrictions in accordance with Section 12.4.10.7(B) of the Zoning Code.

Public Health, Safety and General Welfare

The proposed official map amendment is an implementation of Denver Comprehensive Plan 2000 Blueprint Denver , Denver Plan 2040 and Blueprint Denver 2019 and therefore furthers the public health, safety and general welfare of the City.

ADDITIONAL REVIEW CRITERIA

The proposed map amendment is consistent with both of the City's additional review criteria.

- 1. Justifying Circumstances**
- 2. Consistency with Applicable Neighborhood Context and with Stated Purpose and Intent of Proposed Zone District**

Description of Justifying Circumstances

The land or its surroundings has changed or is changing to such a degree that it is in the public interest to encourage a redevelopment of the area or to recognize the changed character of the area.

The land and its surroundings have changed to such a degree that it is in the public interest to encourage a redevelopment of the area for the following reasons:

- As development has increased along the commercial corridor of Leetsdale Drive, the inflexibility of existing zoning has resulted in an underutilization of the site.
- The existing zoning is over 20-years old and from former Chapter 59. The City has a new/current zoning code that better aligns to City goals than the former Chapter 59 zone districts. Plans for this section of East Denver support the City's goals for commercial corridors like the one along Leetsdale. From a commercial, residential and mobility standpoint, transitioning into the E-CC-3 zone district is in the best interest of the health, safety and general welfare of the neighborhood and city residents.

Consistency with Applicable Neighborhood Context and with Stated Purpose and Intent of Proposed Zone District

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.

a. Urban Edge Neighborhood Context

The E-CC-3 Zone District is part of the Urban Edge Neighborhood Context. Section 4.1 of the Denver Zoning Code describes the Urban Edge Neighborhood context as follows.

GENERAL CHARACTER

The Urban Edge Neighborhood Context is characterized by a mix of elements from both the Urban and Suburban Neighborhood Contexts. The Urban Edge Neighborhood Context is primarily single-unit and two-unit residential uses. Small-scale multi-unit residential uses and commercial areas are typically embedded in residential areas. Single-unit residential structures are typically the Urban House and Suburban House building forms. Multi-unit building forms are typically the Town House, Garden Court, or Apartment building forms embedded with other residential uses. Commercial buildings are typically the Shopfront and General building forms that typically contain a single type of use. Single and two-unit residential uses are primarily located along local and residential arterial streets. Multi-unit residential and commercial uses are located along local streets, arterials, and main streets.

The site is intended to support a mix of elements from both the Urban and Suburban Neighborhood Contexts. The E-CC-3 Zone District will allow for multi-unit residential and commercial uses to be located along Leetsdale Drive, an arterial street.

BUILDING PLACEMENT AND LOCATION

Single-, two-unit and multi-unit residential buildings typically have consistent moderate to deep front setbacks. Building orientation along a block face may be inconsistent or consistent. Commercial buildings typically have consistent orientation and front setbacks deep enough to allow for a mix of landscaping and some parking. (DZC Section 4.1.3)

The proposed E-CC-3 Zone District allows for a range of setbacks and building orientations.

BUILDING HEIGHT

The Urban Edge Neighborhood Context is characterized by low scale buildings except for some mid- rise commercial and mixed use structures, particularly at nodes or along arterial streets. (DZC Section 4.1.4)

The proposed E-CC-3 Zone District will allow for mixed-use buildings of up to 3 stories.

MOBILITY

There is reliance on the automobile with some pedestrian and bicycle activity and low to medium level of access to the multi-modal transportation system. (DZC Section 4.1.5)

The proposed E-CC-3 Zone District will allow for reliance on the automobile with some pedestrian and bicycle activity and low to medium level of access to the multi-modal transportation system.

b. Stated Purpose and Intent of Commercial Corridor Zones

DZC 4.2.3.1 - General Purpose

The Commercial Corridor zone districts are intended to balance the need for safe, active, and pedestrian-scaled, diverse areas with the need for convenient automobile access.

The proposed E-CC-3 Zone District will balance the need for safe, active, pedestrian-scaled, diverse areas with the need for convenient automobile access.

Commercial Corridor zone districts address development opportunities next to the city's most auto-dominated corridors.

The proposed E-CC-3 Zone District will address development opportunities next to the city's most auto-dominated corridors.

Commercial Corridor buildings generally have a deep build-to requirement to allow for some measure of parking between the building and the street. Predictable flexibility is provided for building and parking location for larger scale buildings.

The proposed E-CC-3 Zone District has deep build-to requirements to allow for some measure of parking between the building and the street. Predictable flexibility is provided for building and parking location for larger scale buildings.

The Commercial Corridor district standards are also intended to ensure new development contributes positively to established residential neighborhoods and character, and improves the transition between commercial development and adjacent residential neighborhoods.

The proposed E-CC-3 Zone District will ensure new development contributes positively to established residential neighborhoods and character, and improves the transition between commercial development and adjacent residential neighborhoods.

DZC 4.2.3.2 - Specific Intent

E-CC-3 applies primarily to auto-oriented arterial street corridors where a building scale of 1 to 3 stories is desired.

The proposed E-CC-3 Zone District is consistent with this specific intent as the site is located an area served by an auto-oriented arterial street where a building scale of up to 3 stories is desired.

EXHIBIT B: LEGAL DESCRIPTIONS

5231 LEETSDALE DRIVE

LEGAL DESCRIPTION

THAT PART OF LOT 31 LYING NORTH OF COUNTY ROAD NO. 13 AND ALL OF LOTS 32 TO 44, INCLUSIVE, BLOCK 16, SOUTH CAPITOL HILL,

TOGETHER WITH THAT PART OF THE WEST ½ OF VACATED SOUTH GLENCOE STREET ADJOINING SAID LOTS ON THE EAST VESTED IN THE OWNERS OF THE ABOVE LOTS BY VIRTUE OF ORDINANCE NO. 434, SERIES OF 1979 OF THE CITY AND COUNTY OF DENVER, RECORDED OCTOBER 2, 1979 IN BOOK 2019 AT PAGE 206,

AND TOGETHER WITH THE E ½ OF VACATED ALLEY ADJOINING SAID LOTS OF THE WEST VESTED IN THE OWNER OF THE ABOVE LOTS BY VIRTUE OF ORDINANCE NO. 359, SERIES 1983 OF THE CITY AND COUNTY OF DENVER, RECORDED JUNE 29, 1983 IN BOOK 2837 AT PAGE 370,

EXCEPT THAT PORTION AS CONVEYED TO THE CITY AND COUNTY OF DENVER BY INSTRUMENT, RECORDED SEPTEMBER 3, 1999 AT RECEPTION NUMBER 9900155726, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

5301, 5303, 5305, 5307 LEETSDALE DRIVE

LEGAL DESCRIPTIONS

PARCEL A:

LOTS 5 THROUGH 19, INCLUSIVE, BLOCK 15, SOUTH CAPITOL HILL, TOGETHER WITH THE WEST ONE HALF OF THE VACATED ALLEY VESTED IN THE OWNER OF SAID LOTS BY VIRTUE OF ORDINANCE NO. 202, SERIES OF 1956, RECORDED JUNE 22, 1956 IN BOOK 7892 AT PAGE 73, AND TOGETHER WITH THE EAST ONE HALF OF VACATED SOUTH GLENCOE STREET VESTED IN THE OWNER OF SAID LOTS BY VIRTUE OF ORDINANCE NO. 434, SERIES 1979, RECORDED OCTOBER 2, 1979 IN BOOK 2019 PAGE 206, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL B:

THAT PART OF LOT 20, AND THE WEST ½ OF VACATED ALLEY ADJACENT, LYING NORTH OF COUNTY ROAD 13, BLOCK 15, SOUTH CAPITOL HILL, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

5335 LEETSDALE DRIVE

LEGAL DESCRIPTION

FRACTIONAL LOT LYING SOUTH OF AND ADJACENT TO LOT 29, AND ALL OF LOTS 29 THROUGH 44, INCLUSIVE, BLOCK 15, SOUTH CAPITOL HILL, TOGETHER WITH THE EAST HALF OF VACATED ALLEY ADJACENT TO SAID LOTS ON THE WEST AS VACATED BY ORDINANCE NO. 202, SERIES OF 1956, RECORDED JUNE 22, 1956 IN BOOK 7892 AT PAGE 73, AND TOGETHER WITH THE WEST OF HALF VACATED SOUTH GRAPE STREET ADJACENT TO SAID LOTS ON THE EAST AS VACATED BY ORDINANCE NO. 434, SERIES OF 1979, RECORDED OCTOBER 2, 1979 IN BOOK 2019 AT PAGE 206, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

420 and 450 S. GRAPE STREET

LEGAL DESCRIPTION

LOTS 5-15. INCLUSIVE, BLOCK 14. SOUTH CAPITOL HILL, TOGETHER WITH THE EAST HALF OF VACATED SOUTH GRAPE STREET IMMEDIATELY ADJACENT TO SAID LOTS AND WEST HALF OF THE VACATED ALLEY IMMEDIATELY ADJACENT TO SAID LOTS IN BLOCK 14, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

EXHIBIT C: PROOF OF OWNERSHIP

Exhibit E provides a table showing the parcels included in this rezoning as well as the parcels which are included in PUD 627 but not part of the rezoning application. Assessor's records for all properties are included in this Exhibit C. In addition, in compliance with Title 59, Deeds of Trust, or release of Deeds of trust for the parcels follow the Assessor's records on the following pages (also noted in Exhibit E).



Denver Property Taxation and Assessment System

New Search

5231 LEETSDALE DR

Owner	Schedule Number	Legal Description	Property Type	Tax District
226 MONROE ST LLC 1900 DALROCK RD ROWLETT , TX 75088-5526	0618111027000	SOUTH CAPITOL HILL B16 L32 TO 44 & E/2 VAC ALY ADJ & W/2 VAC GLENCOE ST ADJ EXC BEG NW LINE LEETSDALE DR & C-LINE GLENCOE ST THE NW 169.58FT N 17.99FT SE 169.58FT S 17.99FT TO POB	COMMERCIAL - RETAIL	DENV

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

Property Description

Style:	OTHER	Building Sqr. Foot:	12046
Bedrooms:		Baths Full/Half:	0/0
Effective Year Built:	1999	Basement/Finish:	0/0
Lot Size:	49,590	Zoned As:	B-3
Mill Levy:	77.134	Document Type:	QC

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



Denver Property Taxation and Assessment System

[New Search](#)

5301 LEETSDALE DR

Owner	Schedule Number	Legal Description	Property Type	Tax District
226 MONROE STREET LLC 4466 FOREST ST DENVER , CO 80216-4506	0618112002000	PT OF L 20 & W 1/2 VAC ALY ADJ LYG N OF CO RD 13 BLK 15 S CAPITOL HILL		DENV

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

Property Description

Style:	OTHER	Building Sqr. Foot:	0
Bedrooms:		Baths Full/Half:	0/0
Effective Year Built:	0000	Basement/Finish:	0/0
Lot Size:	335	Zoned As:	PUD
Mill Levy:	77.134	Document Type:	SW

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



Neighborhood

Business

Visiting

Government

Online Services

A to Z

Search



Denver Property Taxation and Assessment System

New Search

5301 LEETSDALE DR UNIT -5307

Owner	Schedule Number	Legal Description	Property Type	Tax District
226 MONROE STREET LLC 4466 FOREST ST DENVER, CO 80216-4506	0618112034000	L 5 TO 19 INC BLK 15 SOUTH CAPITOL HILL & E/2 VAC S GLENCOE ST ADJ & W/2 VAC ALLEYADJ	COMMERCIAL - RETAIL	DENV

Summary

Property Map

Assessed Values

Assessment Protest

Taxes

Comparables

Neighborhood Sales

Chain of Title

Property Description

Style:	OTHER	Building Sqr. Foot:	5578
Bedrooms:		Baths Full/Half:	0/0
Effective Year Built:	1946	Basement/Finish:	0/0
Lot Size:	59,039	Zoned As:	PUD
Mill Levy:	77.134	Document Type:	SW

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



Denver Property Taxation and Assessment System

[New Search](#)

400 S GRAPE ST (Per City Surveyor: 420, 450 S. Grape St.

Owner	Schedule Number	Legal Description	Property Type	Tax District
226 MONROE STREET LLC 4466 FOREST ST DENVER , CO 80216-4506	0618113033000	L 8 TO 15 INC & E/2 VAC GRAPE ST ADJ BLK 14 SOUTH CAPITOL HILL & W/2 VAC ALY ADJ	VACANT LAND	DENV

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

Property Description

Style:	OTHER	Building Sqr. Foot:	0
Bedrooms:		Baths Full/Half:	0/0
Effective Year Built:	0000	Basement/Finish:	0/0
Lot Size:	33,000	Zoned As:	PUD
Mill Levy:	77.134	Document Type:	BG

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



Denver Property Taxation and Assessment System

New Search

400 S GRAPE ST (Per City Surveyor 420 and 450 S. Grape St.)

Owner	Schedule Number	Legal Description	Property Type	Tax District
226 MONROE STREET LLC 4466 FOREST ST DENVER, CO 80216-4506	0618113032000	L 5 TO 7 INC BLK 14 SOUTH CAPITOL HILL & E/2 VAC GRAPE ST ADJ & W/2 VAC ALY ADJ	VACANT LAND	DENV

Summary Property Map Assessed Values Assessment Protest Taxes Comparables Neighborhood Sales Chain of Title

Property Description

Style:	OTHER	Building Sqr. Foot:	0
Bedrooms:		Baths Full/Half:	0/0
Effective Year Built:	0000	Basement/Finish:	0/0
Lot Size:	12,376	Zoned As:	PUD
Mill Levy:	77.134	Document Type:	BG

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



Denver Property Taxation and Assessment System

New Search

485 S GRAPE ST (Per City Surveyor 5335 Leetsdale Drive)

Owner	Schedule Number	Legal Description	Property Type	Tax District
226 MONROE STREET LLC 4466 FOREST ST DENVER, CO 80216-4506	0618112026000	FRACTL LOT LYG S OF & ADJ L 29& ALL L 29 TO 44 INC & E/2 VACALY ADJ & W/2 VAC GRAPE ST ADJBLK 15 SOUTH CAPITOL HILL	VACANT LAND	DENV

Summary Property Map Assessed Values Assessment Protest Taxes Comparables Neighborhood Sales Chain of Title

Property Description

Style:	OTHER	Building Sqr. Foot:	0
Bedrooms:		Baths Full/Half:	0/0
Effective Year Built:	0000	Basement/Finish:	0/0
Lot Size:	65,557	Zoned As:	PUD
Mill Levy:	77.134	Document Type:	BG

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

06/27/2017 01:51 PM
City & County of Denver
Electronically Recorded

R \$48.00

D \$0.00
DOT**RECORDATION REQUESTED BY:**Collegiate Peaks Bank
River North
3350 Brighton Blvd Unit 135
Denver, CO 80216**WHEN RECORDED MAIL TO:**Collegiate Peaks Bank
River North
3350 Brighton Blvd Unit 135
Denver, CO 80216**FOR RECORDER'S USE ONLY**

000000000570241001034006272017

DEED OF TRUST

MAXIMUM PRINCIPAL AMOUNT SECURED. The Lien of this Deed of Trust shall not exceed at any one time \$3,250,000.00 except as allowed under applicable Colorado law.

THIS DEED OF TRUST is dated June 27, 2017, among 226 Monroe Street LLC, a Colorado limited liability company ("Grantor"); Collegiate Peaks Bank, whose address is River North, 3350 Brighton Blvd Unit 135, Denver, CO 80216 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and the Public Trustee of the City and County of Denver, Colorado (referred to below as "Trustee").

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

PARCEL A:

THAT PART OF LOT 31 LYING NORTH OF COUNTY ROAD NO. 13, AND ALL OF LOTS 32 TO 44, INCLUSIVE, BLOCK 16, SOUTH CAPITOL HILL, TOGETHER WITH THAT PART OF THE WEST HALF OF VACATED SOUTH GLENCOE STREET ADJOINING SAID LOTS ON THE EAST VESTED IN THE OWNER OF THE ABOVE LOTS BY VIRTUE OF ORDINANCE NO. 434, SERIES OF 1979, OF THE CITY AND COUNTY OF DENVER RECORDED OCTOBER 2, 1979 IN BOOK 2019 AT PAGE 206,

AND TOGETHER WITH THE EAST HALF OF VACATED ALLEY ADJOINING SAID LOTS ON THE WEST VESTED IN THE OWNER OF THE ABOVE LOTS BY VIRTUE OF ORDINANCE NO. 359, SERIES OF 1983, OF THE CITY AND COUNTY OF DENVER RECORDED JUNE 29, 1983 IN BOOK 2837 AT PAGE 370,

EXCEPT FOR THAT PORTION CONVEYED TO THE CITY AND COUNTY OF DENVER BY INSTRUMENT RECORDED SEPTEMBER 3, 1999 UNDER RECEPTION NO. 9900155726, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL B:

LOTS 5 THROUGH 19, INCLUSIVE, BLOCK 15, SOUTH CAPITOL HILL, TOGETHER WITH THE WEST ONE HALF OF THE VACATED ALLEY VESTED IN THE OWNER OF SAID LOTS BY VIRTUE OF ORDINANCE NO. 202, SERIES OF 1956, RECORDED JUNE 22, 1956 IN BOOK 7892 AT PAGE 73, AND TOGETHER WITH THE EAST ONE HALF OF VACATED SOUTH GLENCOE STREET VESTED IN THE OWNER OF SAID LOTS BY VIRTUE OF ORDINANCE NO. 434, SERIES OF 1979, RECORDED OCTOBER 2, 1979 IN BOOK 2019 AT PAGE 206, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL C:

THAT PART OF LOT 20, AND THE WEST 1/2 OF VACATED ALLEY ADJACENT, BY VIRTUE OF ORDINANCE NO. 202, SERIES OF 1956, RECORDED JUNE 22, 1956 IN BOOK 7892 AT PAGE 73, LYING NORTH OF COUNTY ROAD 13, BLOCK 15, SOUTH CAPITAL HILL, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL D:

FRACTIONAL LOT LYING SOUTH OF AND ADJACENT TO LOT 29, AND ALL OF LOTS 29 THROUGH 44, INCLUSIVE, BLOCK 15, SOUTH CAPITOL HILL, TOGETHER WITH THE EAST 1/2 OF VACATED ALLEY ADJACENT TO SAID LOTS ON THE WEST AS SHOWN IN ORDINANCE NO. 202, SERIES OF 1956 AND TOGETHER WITH THE WEST 1/2 OF VACATED SOUTH GRAPE STREET ADJACENT TO SAID LOTS ON THE EAST BY VIRTUE OF ORDINANCE NO. 434, SERIES OF 1979, RECORDED OCTOBER 2, 1979 IN BOOK 2019 AT PAGE 206, CITY AND COUNTY OF DENVER, STATE OF COLORADO.



70545381

Map Amendment: 5231, 5301-5307, 5335 LEETSDALE DR & 420, 450 S. GRAPE ST: Addendum & Exhibits

**DEED OF TRUST
(Continued)**

Loan No: 570241001

Page 2

PARCEL E:

LOTS 5 THRU 15, BLOCK 14, SOUTH CAPITOL HILL, CITY AND COUNTY OF DENVER, STATE OF COLORADO, TOGETHER WITH THE EAST 1/2 OF VACATED SOUTH GRAPE STREET ADJACENT TO SAID LOTS AS SHOWN IN ORDINANCE NO. 434, SERIES OF 1979, AND TOGETHER WITH THE WEST 1/2 OF VACATED ALLEY ADJACENT TO SAID LOTS BY VIRTUE OF ORDINANCE NO. 571, SERIES OF 1980, RECORDED NOVEMBER 10, 1980 IN BOOK 2267 AT PAGE 42, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

The Real Property or its address is commonly known as 5231 and 5301-5307 Leetsdale Drive and 400 and 485 South Grape Street, Denver, CO 80246.

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

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

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

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

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

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

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

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

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

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to

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protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Colorado law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$1000. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least fifteen (15) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1000. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report,

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or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT: FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES: ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. Upon the full performance of all the obligations under the Note and this Deed of Trust, Trustee may, upon production of documents and fees as required under applicable law, release this Deed of Trust, and such release shall constitute a release of the lien for all such additional sums and expenditures made pursuant to this Deed of Trust. Lender agrees to cooperate with Grantor in obtaining such release and releasing the other collateral securing the Indebtedness. Any release fees required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

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Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within twenty (20) days; or (2) if the cure requires more than twenty (20) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not effect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Foreclosure. Lender shall have the right to cause all or any part of the Real Property, and Personal Property, if Lender decides to proceed against it as if it were real property, to be sold by the Trustee according to the laws of the State of Colorado as respects foreclosures against real property. The Trustee shall give notice in accordance with the laws of Colorado. The Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including but not limited to Trustee's fees, attorneys' fees, and the cost 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 to the excess.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver. Receiver may be appointed by a court of competent jurisdiction upon ex parte application and without notice, notice being expressly waived.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Sale of the Property. In exercising its rights and remedies, Lender shall be free to designate on or before it files a notice of election and demand with the Trustee, that the Trustee sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Upon any sale of the Property, whether made under a power of sale granted in this Deed of Trust or pursuant to judicial proceedings, if the holder of

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the Note is a purchaser at such sale, it shall be entitled to use and apply all, or any portion of, the indebtedness for or in settlement or payment of all, or any portion of, the purchase price of the Property purchased, and, in such case, this Deed of Trust, the Note, and any documents evidencing expenditures secured by this Deed of Trust shall be presented to the person conducting the sale in order that the amount of indebtedness so used or applied may be credited thereon as having been paid.

Attorneys' Fees; Expenses. If Lender forecloses or institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. To the extent permitted by applicable law, Trustee shall have all of the rights and duties of Lender as set forth in this section.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Colorado.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Colorado as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Map Amendment: 5231, 5301-5307, 5335 LEETSDALE DR & 420, 450 S. GRAPE ST: Addendum & Exhibits

DEED OF TRUST (Continued)

Loan No: 570241001

Page 7

Beneficiary. The word "Beneficiary" means Collegiate Peaks Bank, and its successors and assigns.

Borrower. The word "Borrower" means 226 Monroe Street LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means 226 Monroe Street LLC, a Colorado limited liability company.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Collegiate Peaks Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated June 27, 2017, in the original principal amount of **\$3,250,000.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is June 27, 2023.
NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means the Public Trustee of the City and County of Denver, Colorado.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

226 MONROE STREET LLC, A COLORADO LIMITED LIABILITY COMPANY

By:

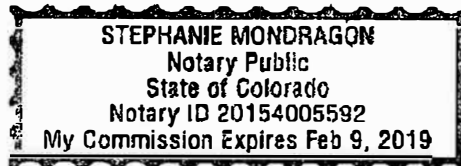
Paula Arnold

Paula Arnold, Manager of 226 Monroe Street LLC, a Colorado limited liability company

Map Amendment: 5231, 5301-5307, 5335 LEETSDALE DR & 420, 450 S. GRAPE ST: Addendum & Exhibits

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Colorado)
) SS
COUNTY OF Denver)



On this 27th day of June, 2017, before me, the undersigned Notary Public, personally appeared Paula Arnold, Manager of 226 Monroe Street LLC, a Colorado limited liability company, and known to me to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By [Signature] Residing at Ava Daniel City
Notary Public in and for the State of Colorado My commission expires 2/9/19

Denver Property Taxation and Assessment System

[↶ New Search](#)

5401 LEETSDALE DR (Active address: 5409 LEETSDALE)

Owner	Schedule Number	Legal Description	Property Type	Tax District
PRIDDY'S AUCTION GALLERIES INC 1293 S ALTON CT DENVER, CO 80247-2323	06181-13-035-000	SOUTH CAPITOL HILL B14 DIF BOOK 2191-550		DENV

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

Property Description

Style:	OTHER	Building Sqr. Foot:	0
Bedrooms:		Baths Full/Half:	0/0
Effective Year Built:	0000	Basement/Finish:	0/0
Lot Size:	2,286	Zoned As:	PUD
Mill Levy:	77.134	Document Type:	QC

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



Denver Property Taxation and Assessment System

[New Search](#)

5411 LEETSDALE DR

Owner	Schedule Number	Legal Description	Property Type	Tax District
PRIDDY'S AUCTION GALLERIES INC 1293 S ALTON CT DENVER, CO 80247-2323	06181-13-034-000	SOUTH CAPITOL HILL B14 L16 TO 22 DIF BOOK 0543-649	COMMERCIAL - RESTAURANT	DENV

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

[Print Summary](#)

Property Description

Style:	OTHER	Building Sqr. Foot:	6075
Bedrooms:		Baths Full/Half:	0/0
Effective Year Built:	1978	Basement/Finish:	0/0
Lot Size:	23,594	Zoned As:	PUD
Mill Levy:	77.134	Document Type:	QC

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

January 18, 2019 fees waived per DZC 12.3.3.4

GUARANTY BANK AND TRUST COMPANY
P O BOX 5847
DENVER, CO 80217-5847
PRIDDY AUCTION 5688025002_RTH



REQUEST FOR FULL ☒ PARTIAL ☐ RELEASE OF DEED OF TRUST AND RELEASE BY OWNER OF INDEBTEDNESS WITHOUT PRODUCTION OF EVIDENCE OF DEBT PURSUANT TO 38-39-102(1)(a) AND (3.5), COLORADO REVISED STATUTES

DATE: March 7, 2008

ORIGINAL GRANTOR (BORROWER): PRIDDY AUCTION GALLERIES INC

ORIGINAL BENEFICIEARY (LENDER): Guaranty Bank & Trust Co.

DATE OF DEED OF TRUST: 06/15/2004

DATE OF RECORDING AND/OR

RE-RECORDING OF DEED OF TRUST: 06/17/2004

RECORDING INFORMATION: RECEPTION NO. AND/OR FILM NO.: 2004128619

County Reception No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.

TO THE PUBLIC TRUSTEE OF DENVER COUNTY

PLEASE EXECUTE AND RECORD A RELEASE OF THE DEED OF TRUST DESCRIBED ABOVE. The indebtedness secured by the deed of trust has been full or partially paid and/or the purpose of the deed of trust has been fully or partially satisfied in regard to the property encumbered by the deed of trust as described therein as a full release or, in the event of a partial release, only that portion of the real property described as:

(IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED A FULL RELEASE).

Pursuant to 38-39-102 (3.5) Colorado Revised Statutes, in support of this Request for Release of Deed of Trust, the undersigned, as owner of the evidence of debt secured by the Deed of Trust described above, in lieu of the production or exhibition of the original evidence of debt with this Request for Release, certifies as follows:

1. The purpose of the Deed of Trust has been fully or partially satisfied.
2. The original evidence of debt is not being exhibited or produced herewith.
3. The owner of the evidence of debt agrees that it is obligated to indemnify the Public Trustee pursuant to 38-39-102(3.5)(a), Colorado Revised Statutes, for any and all damages, costs, liabilities, and reasonable attorney fees incurred as a result of the action of the Public Trustee taken in accordance with this Request for Release.
4. It is one of the entities described in 38-39-102(3.5) (b), Colorado Revised Statutes

GUARANTY BANK AND TRUST COMPANY, P O BOX 5847, DENVER, CO 80217-5847

Name and Address of Current Owner and Holder of the Indebtedness Secured by Deed of Trust (Lender)

CONNY LOFTUS, SVP - LOAN OPERATIONS

Name and Title of Officer, Agent, or Attorney of Current Owner and Holder

Conny Loftus
SIGNATURE

STATE OF COLORADO, COUNTY OF DENVER

The foregoing Request for Release was acknowledged before me on March 7, 2008

by * CONNY LOFTUS, SVP - LOAN OPERATIONS

Date Commission Expires November 7, 2010

*If applicable, insert title of officer and name of current owner and holder

Roseann T. Horn
NOTARY PUBLIC



WITNESS MY HAND AND OFFICAL SEAL

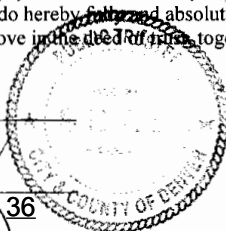
RELEASE OF DEED OF TRUST

WHEREAS, Grantor(s) named above, by Deed of Trust, granted certain real property described in said Deed of Trust to the public trustee of the county referenced above, in the State of Colorado, to be held in trust to secure the payment of the indebtedness referred to therein; and

WHEREAS, the indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the deed of trust has been fully or partially satisfied according to the written request of the current owner and holder of the indebtedness;

NOW THEREFORE, in consideration of the premises and the payment of the statutory sum, receipt of which is hereby acknowledged, I, as Public Trustee in the County named above, do hereby ~~fully and absolutely~~ release cancel and forever discharge the deed of trust or that portion of the real property described above in the deed of trust, together with all privileges and appurtenances thereto belonging

Stephanie O'Malley
PUBLIC TRUSTEE
Conny Loftus
DEPUTY PUBLIC TRUSTEE



STATE OF COLORADO, City and Cnty. of Denver
The foregoing instrument was acknowledged
Before me on MARCH 17, 2008 by ABOVE
SIGNED DEPUTY as the Deputy Public Trustee of
the City and Cnty. of Denver, State of Colorado. 4/10



DENVER
THE MILE HIGH CITY

Neighborhood

Business

Visiting

Government

Online Services

A to Z

Search

Q

Denver Property Taxation and Assessment System

New Search

5401 LEETSDALE DR

Owner	Schedule Number	Legal Description	Property Type	Tax District
CITY & COUNTY OF DENVER 201 W COLFAX AVE 401 DENVER, CO 80202-5330	06181-13-030-000	E/2 VAC S GRAPE ST ADJ THAT PTBLK 14 SOUTH CAPITOL HILL BEG INTERS NELY LI LEETSDALE & E LI SD VAC ST NLY 20.55FT AIR 103DEG 19MIN 40SEC 128 37FT TO		DENV

Summary Property Map Assessed Values Assessment Protest Taxes Comparables Neighborhood Sales Chain of Title

Print Summary

Property Description			
Style:	OTHER	Building Sqr. Foot:	0
Bedrooms:		Baths Full/Half:	0/0
Effective Year Built:	0000	Basement/Finish:	0/0
Lot Size:	542	Zoned As:	PUD
Mill Levy:	77.365	Document Type:	
Valuation zoning may be different from City's new zoning code.			

DENVER
THE MILE HIGH CITY

Neighborhood

Business

Visiting

Government

Online Services

A to Z

Search



Denver Property Taxation and Assessment System

New Search

5401 LEETSDALE DR

Owner	Schedule Number	Legal Description	Property Type	Tax District
CITY & COUNTY OF DENVER 201 W COLFAX AVE 401 DENVER, CO 80202-5330	06181-13-036-000	PT BLK 14 SO CAPITOL HILL BEG INTERS NELY LI LEETSDALE DR & E LI VAC S GRAPE TH NLY 20.55 FT TH W R 103 DEG 19 MIN 40 SEC 128.37 FT TO W LI ALY TH SLY		DEN

Summary

Property Map

Assessed Values

Assessment Protest

Taxes

Comparables

Neighborhood Sales

Chain of Title

Print Summary

Property Description

Style:	OTHER	Building Sqr. Foot:	0
Bedrooms:		Baths Full/Half:	0/0
Effective Year Built:	0000	Basement/Finish:	0/0
Lot Size:	453	Zoned As:	PUD
Mill Levy:	77.365	Document Type:	

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

EXHIBIT D: AUTHORIZATION DOCUMENTS

See authorization documents on the following pages.

STATEMENT OF AUTHORITY
(§38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity¹ named
226 MONROE ST, LLC, A COLORADO LIMITED LIABILITY COMPANY
2. The type of entity is a:

☐	Corporation	☐	Registered Limited Liability Partnership
☐	Nonprofit Corporation	☐	Registered Limited Liability Limited Partnership
☒	Limited Liability Company	☐	Limited Partnership Association
☐	General Partnership	☐	Government or Governmental Subdivision or Agency
☐	Limited Partnership	☐	Trust
3. The entity is formed under the laws of **COLORADO**
4. The mailing address for the entity is 4466 Forest St Denver, Colorado 80216
5. The **X** name **X** position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is **PAULA ARNOLD AS MANAGER OF 226 MONROE ST, LLC, A COLORADO LIMITED LIABILITY COMPANY**
6. The authority of the foregoing person(s) to bind the entity: **X** is² not limited _____ is limited as follows:
7. Other matters concerning the manner in which the entity deals with interests in real property:
8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.³
9. This Statement of Authority amends and supersedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

(Signature and Notary Acknowledgment on Second Page)

¹ This form should not be used unless the entity is capable of holding title to real property.

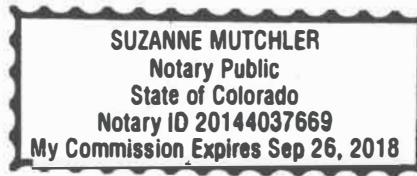
² The absence of any limitation shall be prima facie evidence that no such limitation exists.

³ The statement of authority must be recorded to obtain the benefits of the statute.

Executed this 17th day of July, 2017

226 MONROE ST, LLC, A COLORADO LIMITED LIABILITY
COMPANY, AS TO PARCEL A, B & C

Paula Arnold
PAULA ARNOLD, MANAGER



State of Colorado)
County of Denver)ss.
)

The foregoing final affidavit and agreement was subscribed and affirmed before me on this day of 7-17-2017 by PAULA ARNOLD AS MANAGER OF 226 MONROE ST, LLC, A COLORADO LIMITED LIABILITY COMPANY

Suzanne Mutchler
Notary Public
My commission expires 9-26-2018

226 MONROE STREET LLC

4466 Forest St. Denver, CO 80216

January 23, 2018

City & County of Denver
Community Planning and Development
Rezoning/Map Amendments
201 W. Colfax Ave., Dept. 201
Denver, CO 80202

To Whom It May Concern:

This letter is to serve as authorization for Liz Adams and Peter Wall of CRL Associates, Inc. to act on behalf of 226 Monroe Street LLC and submit the Zone Map Amendment for the properties located at:

5231, 5301-5307, 5335 LEETSDALE DR 420,450 S. GRAPE ST

Sincerely,



Paula Arnold
Manager

STATEMENT OF AUTHORITY

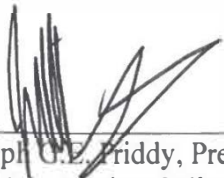
(§38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity named: **Priddy's Auction Galleries, Inc.**
2. The type of entity is a **corporation**.
3. The entity is formed under the law of **Colorado**.
4. The mailing address for the entity is: **1293 S. Alton Ct. Denver, CO 80247**.
5. The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:

Joseph G.E. Priddy
President
Priddy's Auction Galleries, Inc.

6. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of Colorado Revised Statute Section 38-30-172(2).

Executed this 31 day of Aug., 2018.



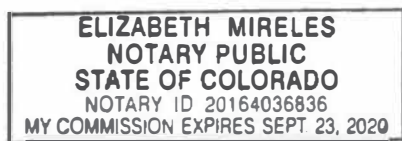
Joseph G.E. Priddy, President
Priddy's Auction Galleries, Inc.

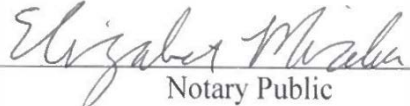
STATE OF Colorado)
) ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 31st day of August, 2018 by Joseph G. E. Priddy.

Witness my hand and official seal.

My Commission Expires: Sept 23, 2020.





Notary Public

PRIDDY'S AUCTION GALLERIES, INC.

1293 s. Alton Court
Denver, Colorado 80247

July 7, 2018

City & County of Denver
Community Planning and Development
Rezoning/Map Amendments
201 W. Colfax Ave., Dept. 201
Denver, CO 80202

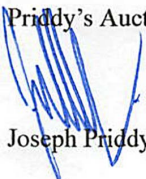
To Whom It May Concern:

This letter is to serve as authorization for Liz Adams and Peter Wall of CRL Associates, Inc. to act on behalf of Priddy's Auction Galleries, Inc. and submit the Zone Map Amendment for the property located at:

5409 and 5411 Leetsdale Dr.

Sincerely,

Priddy's Auction Galleries, Inc.



Joseph Priddy, President

January 15, 2019

Jeff Hirt
Senior City Planner
Community Planning and Development
City and County of Denver
Via Email

Mr. Hirt:

I am writing to you as the President for Priddy Auction Galleries, Inc., owner of the property located at 5409 Leetsdale Drive and 5411 Leetsdale Driver currently zoned as PUD 627 under Title 59 of the Denver Zoning Code. Priddy Auction Galleries, Inc. is aware the owner of the additional property zoned PUD 627, including 5231 Leetsdale Drive, 5301-5307 Leetsdale Drive, 420 S. Grape Street and 450 S. Grape Street, would like to submit an application to rezone those parcels to E-CC-3 under the Denver Zoning Code. As the authorized agent of Priddy Auction Galleries, Inc., ownership acknowledges and supports the rezoning application moving forward without the inclusion of our property.

Sincerely,



Joe Priddy
President
Priddy Auction Galleries, Inc.

Michael B. Hancock
Mayor



City and County of Denver

OFFICE OF THE MAYOR
CITY AND COUNTY BUILDING
DENVER, CO 80202-5390
TELEPHONE: (720) 865-9090 • FAX: (720) 865-8787
TTY/TTD: (720) 865-9010

April 9, 2019

RE: Property Owner Consent for Rezoning of 5231, 5301-5307, 5335 Leetsdale Drive and 420, 450 S. Grape Street from PUD 627, B-3 Waivers, Map Amendment #2017i-00068

To Whom It May Concern:

The City and County of Denver is the owner of property at 5401 and 5413 Leetsdale Drive, also identified as Assessor Parcel Numbers 06181-13-030-000 and 06181-13-036-000. The parcels are currently zoned PUD 627. The City and County of Denver hereby authorizes Jill Jennings Golich, Interim Executive Director of the Department of Community Planning and Development, to act on its behalf for the Zone Map Amendment associated with these properties.

Respectfully,

A handwritten signature in black ink, appearing to read "M. Hancock", with a long horizontal line extending to the right.

Michael B. Hancock
Mayor

EXHIBIT E: ASSESSOR'S PARCEL NUMBERS

Given the number of parcels involved in this map amendment, the table on the following page shows the Assessor's schedule numbers, active address, assessor's address and owner of each property. To comply with Title 59 regarding PUD amendments, applicant has also included information on Deeds of Trust.

Map Amendment: 5231, 5301-5307, 5335 LEETSDALE DR & 420, 450 S. GRAPE ST: Addendum & Exhibits

EXHIBIT E - ASSESSOR'S PARCEL NUMBERS

Property within proposed rezoning boundary

Schedule Number	Active Address	Assessor Address	City	State	Zip	Owner Name	Owner Address	DEED OF TRUST
06181-13-032-000	420 S Grape Street	400 S Grape Street	Denver	CO	80246	226 Monroe Street LLC	4466 Forest St. Denver, CO 80216	Collegiate Peaks Bank
06181-13-033-000	450 S Grape Street	400 S Grape Street	Denver	CO	80246	226 Monroe Street LLC	4467 Forest St. Denver, CO 80216	Collegiate Peaks Bank
06181-12-026-000	5335 Leetsdale Drive	485 S Grape Street	Denver	CO	80246	226 Monroe Street LLC	4468 Forest St. Denver, CO 80216	Collegiate Peaks Bank
06181-11-027-000	5231 Leetsdale Drive	5231 Leetsdale Drive	Denver	CO	80246	226 Monroe Street LLC	4469 Forest St. Denver, CO 80216	Collegiate Peaks Bank
06181-12-002-000	5301 Leetsdale Drive	5301 Leetsdale Drive	Denver	CO	80246	226 Monroe Street LLC	4470 Forest St. Denver, CO 80216	Collegiate Peaks Bank
06181-12-034-000	5301, 5303, 5305, 5307 Leetsdale Drive	5301 Leetsdale Drive -5307	Denver	CO	80246	226 Monroe Street LLC	4471 Forest St. Denver, CO 80216	Collegiate Peaks Bank

Other Property within PUD 627 not proposed to be rezoned

Schedule Number	Active Address	Assessor Address	City	State	Zip	Owner Name	Owner Address	DEED OF TRUST
06181-13-034-000	5411 Leetsdale Drive	5411 Leetsdale Drive	Denver	CO	80246	Priddy's Auction Galleries Inc.	1293 S Alton Ct, Denver, CO 80247	Deed of Trust released
06181-13-035-000	5409 Leetsdale Drive	5401 Leetsdale Drive	Denver	CO	80246	Priddy's Auction Galleries Inc.	1293 S Alton Ct, Denver, CO 80247	Deed of Trust released
06181-13-030-000	5401 Leetsdale Drive	5401 Leetsdale Drive	Denver	CO	80246	City and County of Denver	201 W. Colfax Avenue, Denver, CO 80202	
06181-13-036-000	5413 Leetsdale Drive	5401 Leetsdale Drive	Denver	CO	80246	City and County of Denver	202 W. Colfax Avenue, Denver, CO 80202	

EXHIBIT F: MAP OF PROPERTY

The map on the following page shows all the parcels zoned B3 Waivers and Conditions and PUD 627. Also shown is the parcel in PUD 627 that will not be included in the rezoning to E-CC-3.



EXHIBIT G: COMMUNITY OUTREACH

DATE	MEETING/ACTIVITY
1/31/2018	Applicant meeting with PRSHNA and Dakota Hills leadership.
2/8/2018	Applicant's lobbyist meeting with PRSHNA lobbyist.
3/1/2018	Applicant's lobbyist, PRSHNA lobbyist and Dakota Hills lobbyist meeting to discuss process moving forward.
4/10/2018	PRSHNA, Dakota Hills and Applicant meet to begin negotiations for neighborhood agreement.
6/3/2018	PRSHNA, Dakota Hills and Applicant continue negotiations for neighborhood agreement.
8/7/2018	PRSHNA, Dakota Hills and Applicant continue negotiations for neighborhood agreement.
11/15/2018	Applicant meeting with Hillel Academy to discuss rezoning.
1/29/2019	Applicant's lobbyist responded to questions from local business property owner.
2/12/2019	Applicant lobbyist meeting with PRSHNA lobbyist to discuss process moving forward
2/26/2019	Applicant provided memo to PRSHNA lobbyist outlining terms agreed to during negotiation sessions with request for written response.
3/20/2019	Applicant provided memo to PRSHNA lobbyist clarifying issues in memo dated 2/26/2019.

PUD #627 and B-3 Waivers and Conditions

D-5

BY AUTHORITY

ORDINANCE NO. 626
SERIES OF 2009

COUNCIL BILL NO. 560
COMMITTEE OF REFERENCE:
Blueprint Denver

A BILL

For an ordinance changing the zoning classification for a portion of 5225 through 5229 Leetsdale Drive, 420 and 428 South Forest Street, 5301 through 5307 and 5411 Leetsdale Drive, 485 South Grape Street, and 400 South Grape Street to B-2, B-4, and a Planned Unit Development District (PUD).

WHEREAS, the City Council has determined, based on evidence and testimony presented at the public hearing, that the map amendment set forth below conforms with applicable City laws, is in accordance with the Comprehensive Plan, is justified either by changed or changing conditions or to correct manifest error in the prior zoning and is necessary to promote the public health, safety and general welfare;

NOW THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. That the zoning classification for the land areas in the City and County of Denver described as follows or included within the following boundaries shall be and hereby is changed from PUD #9 to B-2, B-4, and PUD:

The zoning classification of the area in the City and County of Denver described as follows or included within the following boundaries shall be and hereby is changed from PUD #9 to PUD:



BLOCKS 14 AND 15

A PORTION OF BLOCKS 14 AND 15 OF SOUTH CAPITOL HILL (A.K.A. ALTAMONTE) AS ORIGINALLY RECORDED IN ARAPAHOE COUNTY, LOCATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOTS 5 THROUGH 23 OF SAID BLOCK 14 AS PLATTED IN SAID SOUTH CAPITOL HILL TOGETHER WITH THE EAST HALF OF SOUTH GRAPE STREET VACATED BY ORDINANCE 434-1979 ADJACENT THERETO AND TOGETHER WITH THE WEST HALF OF THE ALLEY VACATED BY ORDINANCE 571-1980 ADJACENT THERETO.

ALL OF LOTS 5 THROUGH 20 AND LOTS 28 THROUGH 44 IN SAID BLOCK 15 AS PLATTED IN SAID SOUTH CAPITOL HILL TOGETHER WITH ALL OF THE ALLEY VACATED BY ORDINANCE 202-1956 ADJACENT THERETO, AND TOGETHER WITH THE EAST HALF OF SOUTH GLENCOE STREET VACATED BY ORDINANCE 434-1979 ADJACENT TO SAID LOTS 5 THROUGH 20, AND TOGETHER WITH WEST HALF OF SOUTH GRAPE STREET VACATED BY ORDINANCE 434-1979 ADJACENT TO SAID LOTS 28 THROUGH 44.

In addition thereto those portions of all abutting public rights-of-way, but only to the centerline thereof, which are immediately adjacent to the aforesaid specifically described area.

The zoning classification of the area in the City and County of Denver described as follows or included within the following boundaries shall be and hereby is changed from PUD #9 to B-2:

BLOCK 16

A PORTION OF BLOCK 16, SOUTH CAPITOL HILL (A.K.A. ALTAMONTE), LOCATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOTS 5 THROUGH 8 IN SAID BLOCK 16 TOGETHER WITH THE WEST HALF OF THE ALLEY VACATED BY ORDINANCE 359-1983 ADJACENT THERETO.

In addition thereto those portions of all abutting public rights-of-way, but only to the centerline thereof, which are immediately adjacent to the aforesaid specifically described area.

The zoning classification of the area in the City and County of Denver described as follows or included within the following boundaries shall be and hereby is changed from PUD #9 to B-4:

BLOCK 16

A PORTION OF BLOCK 16, SOUTH CAPITOL HILL (A.K.A. ALTAMONTE), LOCATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOTS 9 AND 10 IN SAID BLOCK 16, AND THE WEST HALF OF THE ALLEY VACATED BY ORDINANCE 359-1983 ADJACENT THERETO.

in addition thereto those portions of all abutting public rights-of-way, but only to the centerline

thereof, which are immediately adjacent to the aforesaid specifically described area.

Section 2. In relation for the area being rezoned from PUD #9 to PUD only, the complete application with such supporting material as designated by the Zoning Committee of the City Council filed in the Office of the City Clerk of the City and County of Denver, on September 29, 2009, in the City Clerk Filing No. 09-936 be and hereby is adopted and approved as the District Plan for the development of the land area hereinabove described. Said District Plan together with a Site Plan, as provided in Chapter 59 of the Denver Revised Municipal Code, shall regulate the use and development of the land area hereinabove described as being rezoned from PUD #9 to PUD only. None of the land area being rezoned from PUD #9 to PUD hereinabove described shall be used or occupied and no structure or structures shall be designed, erected, altered, used or occupied thereon except in conformity with all provisions of said District Plan and Site Plan, and except upon performance of all conditions therein set forth.

Section 3. This Ordinance shall be recorded by the Department of Zoning Administration among the records of the Clerk and Recorder of the City and County of Denver.

COMMITTEE APPROVAL DATE: September 23, 2009

MAYOR-COUNCIL DATE: September 29, 2009

PASSED BY THE COUNCIL November 2 2009

[Signature] - PRESIDENT

APPROVED: [Signature] - MAYOR Nov. 3 2009

ATTEST: [Signature] - CLERK AND RECORDER,
EX-OFFICIO CLERK OF THE
CITY AND COUNTY OF DENVER

NOTICE PUBLISHED IN THE DAILY JOURNAL Oct. 9, 2009; Nov. 6, 2009

PREPARED BY: KAREN A. AVILES, ASSISTANT CITY ATTORNEY, September 28, 2009

Pursuant to section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed ordinance. The proposed ordinance is not submitted to the City Council for approval pursuant to § 3.2.6 of the Charter.

David R. Fine, City Attorney

BY: [Signature], Assistant City Attorney DATE: 10-1, 2009





DENVER
THE MILE HIGH CITY

Community Planning and Development
Planning Services
Plan Implementation

201 W Colfax Ave, Dept 205
Denver, CO 80202
p: 720-865-2915
f: 720-865-3056

www.denvergov.org/planning

APPLICATION FOR ZONE MAP AMENDMENT

Application #	091-00023	Date Submitted		Fee Required		Fee Paid	
APPLICANT INFORMATION				CONTACT INFORMATION (Same as Applicant? ☒)			
Applicant Name	Legislative Re-zoning (Sponsored by Councilwoman Marcia Johnson)			Contact Name	Staff Contact: Theresa Lucero		
Address	6740 E. Colfax Ave., Denver, CO 80220			Address	201 West Colfax Avenue		
City, State, Zip	Denver, CO 80220			City, State, Zip	Denver, CO 80202		
Telephone / Fax	(3)355-4615 / (3)355-4127			Telephone / Fax	720-865-2933 / 720-865-3056		
Email	marcia.johnson@denvergov.org			Email	Theresa.lucero@denvergov.org		

Subject Property Location [Please Include Assessor's Parcel Number(s)]

A portion of 5225 through 5229 Leetsdale Dr.; 420 and 428 South Forest St.; 5301 through 5307, and 5411 Leetsdale Dr.; 485 South Grape St.; and 400 South Grape St.(approximately)

Legal Description of Subject Property

SEE ATTACHED LEGAL DESCRIPTION

Area of Subject Property (Acres/Sq Ft)	Present Zone District	Proposed Zone District (Waivers and Conditions Require Separate form)
4.9 (approx.) acres / 213,500 (approx) SF	PUD #9	B-2/B-4/PUD (See attached sheet for a description of which zone district is proposed for each property)

Describe the nature and effect of the proposed Zone Map Amendment

PUD #9 is obsolete and does not function as an effective zoning tool for land development for existing property owners within the land areas involved. Since the time of the PUD adoption, assumptions for development have changed, streets and alleys envisioned to be used as access to ownership parcels have been vacated, leaving some parcels without public street frontage or access, and in 1998, a 1.2 acre portion of the original PUD land area was rezoned. In addition, the PUD boundary bisects the structure at 5225 Leetsdale Drive and land uses allowed in the PUD are outdated and are in need of recodification. As a result of these factors, the City and County of Denver is obligated to correct the zoning to a zoning classification consistent with current City plans.

Select Legal Basis for the Zone Map Amendment and explain in detail	Error in the map as approved by City Council	☐
	Changed or Changing Conditions that make a Zone Map Amendment Necessary	☒

CHANGED CONDITIONS and MAP ERROR serve as a legal basis. The existing PUD #9 is obsolete, the unity of the PUD has been compromised, and the boundary of the PUD erroneously bisects a structure.

State the land use and the development proposed for the subject property. Include the time schedule (if any) for development

Commercial development consistent with the Blueprint Denver land use concept designation of "Commercial Corridor". No time schedule is proposed.

Required Exhibits		Additional Exhibits	
Applicant & Owner Information Sheet	X		
Maps - Required for Final Submissions	X		
Signature	Marcia Johnson		Date
Marcia Johnson			Aug 12, 2009

APPLICANT & OWNER INFORMATION SHEET

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

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

Application Number	Applicant's Name
	Multiple property owners, see attached sheet.

Property Address(es)
A portion of 5225 through 5229 Leetsdale Dr.; 420 and 428 South Forest St.; 5301 through 5307, and 5411 Leetsdale Dr.; 485 South Grape St.; and 400 South Grape St.(approximately)

Applicant's Address
6740 East Colfax Avenue, Denver, Colorado 80220

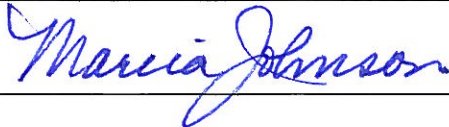
NOTE: If application is for rezoning to B-2, B-3, R-X or PUD, and the applicant is not the property owner, this form must be accompanied by a Power of Attorney statement from the property owner.

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

Fee Title Owner (Has Deed of Ownership)	All	☐	
	A Portion	☐	
Contract Owner	All	☐	
	A Portion	☐	
Holder of a Security Interest	All	☐	
	A Portion	☐	

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

--

Signature of Applicant	Date Signed
	<i>Aug. 12, 2009</i>

1. DESCRIPTION OF PLANNED UNIT DEVELOPMENT (PUD)

The use of terms “Article” or “Section” refer to portions of the Revised Municipal Code of the City and County of Denver. It is required that the current terms and uses already defined in Section 59-2 of the Zoning Ordinance be used in describing this proposal. Terms like “retail” or “light industrial” require further definition. Gross floor area shall include interior balconies and mezzanines, but shall not include parking garages, any story of a building where at least seventy-five percent (75%) of that floor is occupied by mechanical equipment or any story where the ceiling is less than four (4) feet above grade. Attach additional sheets if necessary.

a. LAND USES ALLOWED

- i. Office: Nondental, nonmedical
- ii. Retail, service, repair, consumer, small scale (Including boat sales, storage and assembly)
- iii. Eating place
- iv. Parking of vehicles*

b. LAND USE LIMITATIONS

The following requirements define the land use limitation requirements enumerated in the land use chart above.

L___ Eating place: No eating place is allowed within 50 feet of the nearest boundary of any residential zone district.

L1 Eating place: providing that upon application to and issuance by the department of zoning administration of a permit therefore the aforesaid use need not be enclosed to the extent that tables and seats may be placed out of doors, and food served thereat, provided further that:

a. If such an outdoor eating area is fifty (50) feet or more from the nearest boundary of any residential zone district, it shall be subject to the following conditions:

- 1. The outdoor eating area shall be contiguous to the eating place to which it is accessory; and
- 2. The outdoor eating area shall be clearly delimited by fences, walls or plant materials.
- 3. No required off-street parking spaces shall be used for the outdoor eating area.
- 4. Where the outdoor eating area lies between fifty (50) and one hundred (100) feet of any of the residential districts the use of the outdoor eating area and all activities therein shall cease by 10:00 p.m. except on Friday and Saturday nights when the use of the outdoor eating area and all activities therein shall cease by 11:00 p.m.;
- 5. Each permit shall be valid for a period of not more than one (1) year but, upon application, may be renewed. Failure to comply with all of the above conditions shall be cause for revocation of the permit.

b. If such an outdoor eating area is less than fifty (50) feet from the nearest boundary of any residential zone district, it shall be subject to the approval of the board of adjustment under the provisions of the Denver Zoning Code.

L192 Eating place: Any drive-through facility on a zone lot that is adjacent to a residentially zoned zone lot shall be limited by all of the following criteria.

- a. If the facility is visible from a public street or a residential district, an opaque screen shall be provided along the visible portion of the drive through queuing and operating lane. Such screen shall at least meet the requirements for screening found in the rules and regulations for the landscaping of parking areas.

b. There shall be no glare from permanent lighting or vehicle headlights projected onto residential uses. To ensure glare is controlled, all external lights shall have fully shielded fixtures. Light trespass onto residential uses shall not exceed three-tenths (0.3) of a foot candle.

c. The manager of public works shall only approve curb cuts providing access to the site that do not unreasonably interfere with automobile or pedestrian traffic and shall only approve queuing lanes if they are adequate to prevent backups onto public streets.

d. No device that amplifies sound shall be so designed or operated that the amplified sound can be perceived on any residentially zoned lot.

e. All parts of any drive-through facility shall be separate from parking circulation aisles.

f. Any drive-through facility located on a zone lot that is adjacent to a residentially zoned zone lot and which has any portion of the facility located eighty-five (85) feet or less from the residentially zoned zone lot may only be open during the hours of 5:30 am to 11:00 pm, Sunday through Thursday and 5:30 am to midnight Friday and Saturday.

g. This limitation L192 applies only to drive through facilities that commence operations after June 1, 2006.

L___ Retail, service, repair, consumer, small scale: Including boat sales and storage and assembly.

c. LANDSCAPED AND/OR PERMEABLE AREAS

Landscaping shall conform to Denver Zoning Code standards. In addition, landscaped buffers will be developed between the proposed development and all adjoining residential property. The buffer along the north boundary will consist of a natural grade separation of fifteen feet planted with groupings of trees and shrubs, and seeded to native or adapted grasses. The buffer along the east boundary will consist of a natural grade separation of ten feet planted with groupings of trees and shrubs, and seeded to native or adapted grasses.

The materials used for fences and walls located within twenty (20) feet of a residential district shall consist of brick, masonry, or other similar quality materials approved by the zoning administrator. Maximum fence height on the zone lot is six feet constructed of approved material as cited in section 59-95.

d. SETBACKS

i.) The minimum setbacks for buildings are:

Front:	0 feet
Rear:	15 feet
East Side:	10 feet
West Side:	0 feet

ii.) The minimum spacing between buildings shall be 10 feet

e. MAXIMUM HEIGHTS OF STRUCTURES

The maximum height of structures shall be no greater than 5,422 feet above sea level.

No encroachments into the maximum height of structures shall be allowed.

f. OFF-STREET PARKING

This project shall contain off-street parking spaces at the ratios required by the Denver Zoning Code.

g. OFF-STREET LOADING

This project shall contain off-street loading space(s) in conformance with the Denver Zoning Code.

h. SURFACE DRAINAGE

The rules and regulations of the Wastewater Management Division will require certain design and construction considerations to control surface water runoff.

i. LANDSCAPING AND BUFFERING

See item 1c above. All foliage shall be maintained in a healthy, growing and safe condition. NOTE: A detailed landscaped plan is required as a part of the site plan review phase after the rezoning is approved. Parking lot landscaping shall be subject to the Denver Zoning Code.

j. DEDICATIONS AND IMPROVEMENTS

The owner understands that City ordinances and agency rules and regulations may require the dedication of additional street right-of-way and the construction of certain public improvements. **VACATIONS AND/OR DEDICATIONS MUST BE APPROVED PRIOR TO SITE PLAN APPROVAL.** If this proposal involves the vacation of certain public rights-of-way for incorporation into the project area, contact the Public Works Department at 720-865-3124.

k. EXTERNAL EFFECTS

Vibration, heat, glare, radiation and fumes shall be regulated by the Denver Zoning Code.

Reflective glass **may not** be used.

Every use, unless expressly exempted, shall be operated within a completely enclosed structure.

l. NATURAL TERRAIN

The existing grade of the site will be altered.

m. SIGNS

The project is regulated by the Denver Zoning Code.

n. OUTDOOR STORAGE OF PRODUCTS, MATERIALS OR SOLID WASTE

Outdoor storage of products and/or materials shall be regulated by the Denver Zoning Code.

o. SCHOOLS

Future school sites **will not** be dedicated as a part of this project.

p. USES BY TEMPORARY PERMIT

Uses by temporary permit are regulated by the Denver Zoning Code.

q. ACCESSORY USES

Accessory uses are regulated by the Denver Zoning Code.

r. AMENDMENT OF THE PLANNED UNIT DEVELOPMENT

Application may be made to amend the PUD by subarea, platted lot or metes and bounds parcel, including an amendment to rezone any such subarea, platted lot or metes and bounds parcel to any other classification.

2. WRITTEN STATEMENT

PUD #9 is obsolete and does not function as an effective zoning tool for land development for existing property owners within the land areas involved. Since the time of the PUD adoption, assumptions for development have changed, streets and alleys envisioned to be used as access to ownership parcels have been vacated leaving some parcels without public street frontage or access, and in 1998, a 1.2 acre portion of the original PUD land area was rezoned. In addition, the PUD zone district boundary erroneously bisects an existing structure and land uses allowed in the PUD are outdated and are in need of recodification. As a result of these factors, the City and County of Denver is obligated to correct the zoning to a zoning classification consistent with current City plans.

3. DISTRICT PLAN

The District Plan is attached.

4. **ACKNOWLEDGMENT**

The application for this P.U.D. is the result of a legislative action brought forth by Councilwoman Marcia Johnson.

Print or type Applicant's Name(s)

Applicant's Signature(s)

Legal Description

The zoning classification of the area in the City and County of Denver described as follows or included within the following boundaries shall be and hereby is changed from PUD to PUD:

BLOCKS 14 AND 15

A PORTION OF BLOCKS 14 AND 15 OF SOUTH CAPITOL HILL (A.K.A. ALTAMONTE) AS ORIGINALLY RECORDED IN ARAPAHOE COUNTY, LOCATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOTS 5 THROUGH 23 OF SAID BLOCK 14 AS PLATTED IN SAID SOUTH CAPITOL HILL TOGETHER WITH THE EAST HALF OF SOUTH GRAPE STREET VACATED BY ORDINANCE 434-1979 ADJACENT THERETO AND TOGETHER WITH THE WEST HALF OF THE ALLEY VACATED BY ORDINANCE 571-1980 ADJACENT THERETO.

ALL OF LOTS 5 THROUGH 20 AND LOTS 28 THROUGH 44 IN SAID BLOCK 15 AS PLATTED IN SAID SOUTH CAPITOL HILL TOGETHER WITH ALL OF THE ALLEY VACATED BY ORDINANCE 202-1956 ADJACENT THERETO, AND TOGETHER WITH THE EAST HALF OF SOUTH GLENCOE STREET VACATED BY ORDINANCE 434-1979 ADJACENT TO SAID LOTS 5 THROUGH 20, AND TOGETHER WITH WEST HALF OF SOUTH GRAPE STREET VACATED BY ORDINANCE 434-1979 ADJACENT TO SAID LOTS 28 THROUGH 44.

In addition thereto those portions of all abutting public rights-of-way, but only to the centerline thereof, which are immediately adjacent to the aforesaid specifically described area.

The zoning classification of the area in the City and County of Denver described as follows or included within the following boundaries shall be and hereby is changed from PUD to B-2:

BLOCK 16

A PORTION OF BLOCK 16, SOUTH CAPITOL HILL (A.K.A. ALTAMONTE), LOCATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOTS 5 THROUGH 8 IN SAID BLOCK 16 TOGETHER WITH THE WEST HALF OF THE ALLEY VACATED BY ORDINANCE 359-1983 ADJACENT THERETO.

In addition thereto those portions of all abutting public rights-of-way, but only to the centerline thereof, which are immediately adjacent to the aforesaid specifically described area.

The zoning classification of the area in the City and County of Denver described as follows or included within the following boundaries shall be and hereby is changed from PUD to B-4:

BLOCK 16

A PORTION OF BLOCK 16, SOUTH CAPITOL HILL (A.K.A. ALTAMONTE), LOCATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOTS 9 AND 10 IN SAID BLOCK 16, AND THE WEST HALF OF THE ALLEY VACATED BY ORDINANCE 359-1983 ADJACENT THERETO.

In addition thereto those portions of all abutting public rights-of-way, but only to the centerline thereof, which are immediately adjacent to the aforesaid specifically described area.

Owner List

Owner Name	Address	Property Address
Leetsdale Forest LLC c/o Allen Boxer	8400 E. Prentice Avenue, #605 Greenwood Village, Colorado 80111	5225 Leetsdale Drive
Kohelet	428 So. Forest Street Denver, Colorado 80246	428 S. Forest Street
Edward S. & Raeann B. Lampert	420 South Forest Street Denver, Colorado 80246	420 S. Forest Street
Leetsdale Square LLC, c/o Ilya Klein	2911 Augusta Drive Las Vegas, Nevada 89109	5301 Leetsdale Drive
Motospa LLC c/o Scott Nagan	865 Barrance Drive Castle Rock, Colorado 80104	485 South Grape Street
Vineyard Heights LLC	4521 East Virginia Avenue, #200 Denver, Colorado 80246	400 South Grape Street
Priddy's Auction Galleries, Inc. c/o Joe Priddy	5411 Leetsdale Drive Denver, Colorado 80246	5411 Leetsdale Drive

District Plan

DAKOTA AVE

R-1

FOREST ST

GLENCOE ST

DAKOTA AVE

GRAPE ST

HUDSON ST

B-4

R-3

LEETSDALE DR

B-1

R-1

N/A, LOT 9



Areas to Rezone



Parcels (Street Address #)

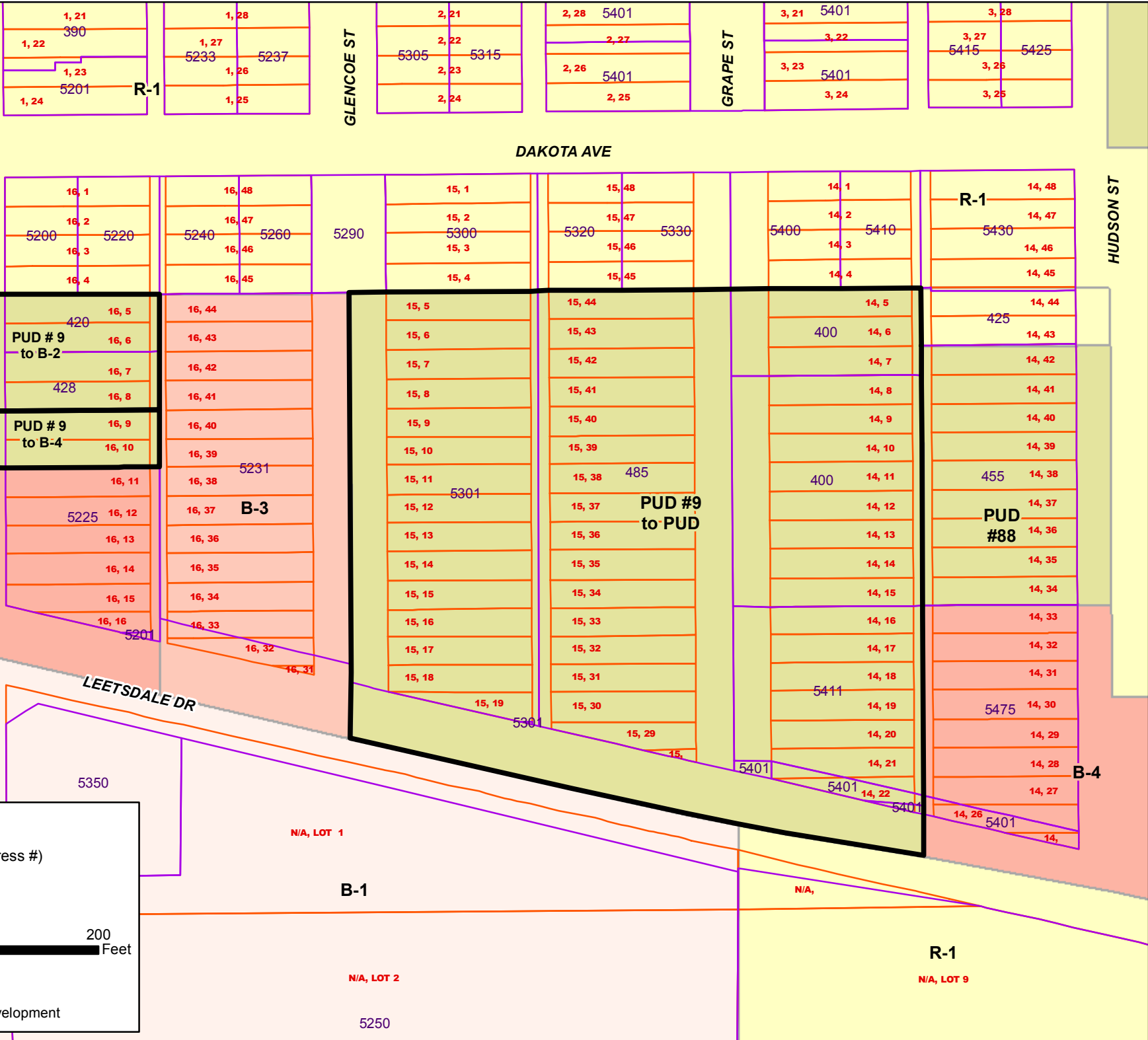


Lots (Block #, Lot #)



0 50 100 200 Feet

Map Date: August 10, 2009
Community Planning and Development



BY AUTHORITY

ORDINANCE NO. 545
SERIES OF 1998

COUNCIL BILL NO. 489
COMMITTEE OF REFERENCE:

LAND USE

A BILL

FOR AN ORDINANCE RELATING TO ZONING, CHANGING THE ZONING CLASSIFICATION FOR A SPECIFICALLY DESCRIBED AREA, GENERALLY DESCRIBED AS 5231 LEETSDALE DRIVE, RECITING CERTAIN WAIVERS PROPOSED BY THE OWNER/APPLICANT FOR THE ZONING CLASSIFICATION, RECITING CERTAIN REASONABLE CONDITIONS APPROVED BY THE OWNER/APPLICANT FOR THE ZONING CLASSIFICATION AND PROVIDING FOR A RECORDATION OF THIS ORDINANCE.

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. That upon consideration of a change in the zoning classification of the land area hereinafter described, Council finds:

1. That the land area hereinafter described is presently classified as part of the PUD #9 District;

2. That the owner/applicant proposes that the land area hereinafter described be changed to B-3 with reasonable waivers and with reasonable conditions which it has approved;

3. That in its application the owner/applicant has represented that if the zoning classification is changed pursuant to its application, the owner/applicant:

(a) Waives the right for any permitted use, other than Police Station, to be open to the public between the hours of 10:00 P.M. and 7:00 A.M.;

(b) Waives the right to have deliveries for any permitted use, other than Police Station, made by trucks or vans exceeding a manufacturer's rating of more than one ton, between the hours of 5:00 P.M. and 7:00 A.M., provided however, this limitation shall not apply to trash removal trucks;

(c) Waives the right to rent or sell any material defined in Section 59-2(20) Bookstore, Adult as an accessory use to a bookstore or any other use-by-right;

(d) Waives the right to operate any permitted use that operates twenty-four hours a day, provided, however, residential occupancy of a fine arts studio by an artist or

residential occupancy of a church parish house by clergy or the operation of a police station are not subject to this limitation;

(e) Waives the right to use, maintain or operate outdoor activities that unreasonably disturb adjacent residential properties between the hours of 10:00 PM. and 7:00 AM, including but not limited to the following:

- o cleaning or maintenance of parking lots utilizing motorized equipment;
- o construction;
- o trash removal by motorized equipment or vehicles;
- o access to or from the property by vehicles or the operation or movement of vehicles on the property north of 150 feet from the Leetsdale Drive right-of-way as shown on Exhibit E, filed in the Office of the City Clerk of the City and County of Denver on the 8th day of July, 1998, Filing No. 98-612;
- o operation of trash compactor;
- o operation of semi trucks;
- o operation of refrigeration vehicles or trailers;
- o operation of outdoor public address system or any type of amplified music device;

(f) Notwithstanding the provisions of 3(e) above, to the extent not otherwise inconsistent with applicable City Ordinances, the owner/applicant reserves the right to use, maintain or operate any outdoor activities on any part of the property at any time in the case of:

- o Emergencies; and
- o Extraordinary maintenance necessitated by emergencies or weather conditions, including, but not limited to, snow-plowing of the parking lot;

(g) Waives the right to erect, alter or maintain any structure, except for fences, within thirty (30) feet of the rear zone lot line;

(h) Waives the right to operate any use by right except for the following uses as enumerated in Section 59-307 (1) of the B-3 zone district:

- o Apparel and accessories store;
- o Art gallery;
- o Automobile accessories store, including no auto or trailer rental, repairing, storage or dismantling on the premises;

- o Automobile laundry and/or polishing shop, need not have doors; must comply with the following conditions:
 - If customer self-service operated shall provide, in addition to any other required off-street parking, sufficient space on the same zone lot to accommodate three (3) vehicles waiting to be washed for each washing stall; and
 - Park no vehicles being serviced or stored for customers on streets, alleys, public sidewalks or public park strips;
- o Bank;
- o Barber shop;
- o Beauty shop;
- o Bicycle store;
- o Book store;
- o Bridge studio and/or studio for other similar card games, but in no event shall the premises be used in a manner which contravenes the provisions of any state statute or city ordinance;
- o Camera and photographic supplies store;
- o Candy, nut and confectionery store; a candy, nut and confectionery store in which potato chips are not manufactured and all other manufacturing is permitted only as and subject to the limitations of an accessory use and is limited in quantity to goods retailed on the premises only;
- o Child care center;
- o Church, parish house;
- o Clinic or office, dental or medical provided that such clinic or office, dental or medical operates none of the following services except as an accessory use: psychiatric services, and/or mental health services; domestic abuse counseling or treatment, drug, chemical or alcohol dependency treatment; or emergency or urgent care;
- o Collection and distribution station for laundry or dry cleaner;
- o Computer data processing center;
- o Dairy products store;
- o Delicatessen store;

- o Department store (sale of items limited to those which may be sold by any other use in this list);
- o Drugstore; provided that such drugstore contains 15,000 or less sq. ft. of gross floor area;
- o Dry goods store (limited to soft lines only);
- o Egg and poultry store (no slaughtering, eviscerating, plucking or dressing);
- o Fine arts studio;
- o Floral shop;
- o Food locker plant; a food locker plant renting only individual lockers for home customer storage of food, including sale at retail, delivery of individual home orders and the cutting and packaging meats or game but not including slaughtering or eviscerating thereof;
- o Fruit store;
- o Furniture store, household;
- o Furniture store, office;
- o Garden supplies store, need not be enclosed;
- o Grocery store; provided that such grocery store contains 15,000 or less sq. ft. of gross floor area;
- o Hardware store;
- o Hearing aids store;
- o Hobby supply store, including racing of miniature automobiles not exceeding twelve (12) inches in length;
- o Home furnishings store;
- o Household appliance store;
- o Interior decorating shop;
- o Jewelry store (including repairing of jewelry, watches and clocks);
- o Laboratory, dental or medical;
- o Library;
- o Linoleum and tile store (installation is authorized only when performed in conjunction with a sale of such materials);
- o Locksmith;
- o Luggage store;

- o Museum;
- o Music, musical instruments and phonographic record store;
- o Office;
- o Optician;
- o Paint and wallpaper store;
- o Pet grooming shop for household pets only and employing not more than five (5) persons; no animals kept on the premises after 8:00 P.M.;
- o Pet supply store, including sale of fish, parakeets and puppies as an accessory use; not more than ten (10) puppies shall be kept on the premises at one time;
- o Photo studio;
- o Photostating;
- o Picture frame shop, may include assembly and retail sale of custom-made frames, "do-it-yourself" assembly by customers, retail sales of ready-made frames and/or retail sales of artwork, prints or posters;
- o Police station;
- o Post office;
- o Pressing, altering and repairing of wearing apparel;
- o Printing and duplicating shop employing not more than five (5) persons;
- o Radio and television store and repair shop;
- o Repair, rental and servicing of any article, except automobiles, trucks and trailers, the sale of which article has not been waived;
- o Sale of medical and hospital equipment and supplies;
- o Savings and loan association, state or federally chartered;
- o School charging a regular tuition for instruction in ballet, tap, ballroom, square, modern and acrobatic dancing; not including public dancing or a public dance hall as defined in R.M.C. section 7-51; provided, however, that the premises on which said use is operated shall be soundproofed so that the sounds created by said use are not audible beyond the boundaries of the zone lot on which is situated the building in which the use is operated;

- o School; any school not permitting the use of machinery other than office machines and mechanical or machinery parts of household appliances used for instruction of or practice by the student;
 - o Shoe repair shop;
 - o Shoe store;
 - o Specialty store, limited fabrication and retail sale of artwork and/or craft work or other objects similar in character as determined by the zoning administrator; such use may include classes explaining the fabrication of objects and shall be limited to five (5) employees;
 - o Sporting goods store; (excluding the sale of firearms);
 - o Stationery store;
 - o Tennis, racquet ball and/or handball club; shall provide not less than two (2) standard tennis courts or two (2) standard racquet ball or handball courts, all exterior flood lights shall be extinguished when courts are not in use or by 9:00 P.M., whichever is earlier, no portion of any court which is not in a completely enclosed structure shall be located nearer than fifty (50) feet from an existing residential structure; need not be enclosed;
 - o Tobacco store;
 - o Toy store; provided that such toy store contains 5,000 sq. ft. or less of gross floor area;
 - o Typewriter and adding machine store;
 - o Variety store;
 - o Vegetable store;
 - o Veterinarian clinic for the diagnosis and treatment of household pets; no animals kept on the premises after 8:00 P.M.
- (i) Waives the right to design, erect, alter, use, maintain or occupy on the subject zone lot any structure including roof-top mechanical equipment and its screening that exceeds four (4) feet above the topographical elevation point of 535.20, using the same datum as Exhibit E, at the intersection of the mid-point of the north property line of 5231 Leetsdale Drive, as extended perpendicularly, and the centerline of East Dakota Ave., which point is shown on Exhibit G, filed in the Office of the City Clerk of the City and County of Denver on the 8th day of July, 1998, Filing No. 98-612; or

thirty-nine (39) feet above elevation 500, whichever is lower. See Exhibit E, filed in the Office of the City Clerk of the City and County of Denver on the 8th day of July, 1998, Filing No. 98-612 for the topographic survey where this elevation is shown. In addition, no structure or portion thereof shall exceed two stories in height above finished grade.

(j) Waives the right to design, erect, alter, use or maintain on the subject zone lot any ground signs exceeding twenty (20) feet in height above the finished grade at the midpoint of the front property line along Leetsdale Drive on the subject zone lot.

(k) Waives the right to illuminate any signs between the hours of 10:00 P.M. and 7:00 A.M.

4. That the owner/applicant does hereby approve and agree to the following reasonable conditions related to the development, operation and maintenance of the land area hereinafter described:

o That all exterior mechanical equipment, such as elevator penthouses, heating units, ventilating units and air conditioning units, shall be screened from front, side and rear views. Such screening shall also include sound insulation to baffle exterior noise from the exterior mechanical equipment.

o That at the time of site plan review by the Denver Planning and Development Office, The Preservation of Residential South Hilltop Association (if registered pursuant to the requirements of R.M.C. section 41-19 at the time of review) and any other appropriate registered neighborhood organization shall be notified under the Planned Building Group (PBG) site plan review notification procedures.

o That landscaping, shrubs, and small trees shall be a part of any development and/or construction on the property. A landscaping plan meeting all of the requirements of Section 59-585(10) shall be submitted to and approved by the Zoning Administration prior to the issuance of a zoning permit required by R.M.C. section 59-26.

Section 2. That the zoning classification of the land area in the City and County of Denver described as follows or included within the following boundaries shall be and hereby is changed from PUD #9 to B-3 with waivers and conditions which waivers are set forth in Subsection 3 of Section 1 hereof and with certain reasonable conditions approved by the owner/applicant which reasonable conditions are set forth in Subsection 4 of Section 1 hereof:

That part of Lot 31 lying North of County Road No. 13 and all of Lots 32 to 44,
inclusive,
Block 16,
SOUTH CAPITOL HILL

Together with that part of Vacated South Glencoe Street adjoining said Lots on the
East vested in the owner of the above Lots by virtue of Ordinance No. 434, Series
of 1979 of the City and County of Denver recorded October 2, 1979, in Book 2019
at Page 206.

and together with the East Half of Vacated alley adjoining said Lots on the West
vested in the owner of the above Lots by virtue of Ordinance No. 359, Series of
1983 of the City and County of Denver recorded June 29, 1983, in Book 2837 at
Page 370.

City and County of Denver
State of Colorado

1 in addition thereto those portions of all abutting public rights-of-way, but only to the
2 centerline thereof, which are immediately adjacent to the aforesaid specifically described
3 area.

4 **Section 3.** That the foregoing change in zoning classification is based upon the representations
5 by the owner/applicant that it will waive those certain rights available to it, and, in lieu thereof,
6 agree to certain limitations which limitations are set forth in Subsection 3 of Section 1 hereof, and
7 is also based upon the reasonable conditions approved by the said owner/applicant which
8 reasonable conditions are set forth in Subsection 4 of Section 1 hereof; and no permit shall be
9 issued except in strict compliance with the aforesaid waivers and the aforesaid reasonable
10 conditions. Said waivers and said reasonable conditions shall be binding upon all successors and
11 assigns of said owner/applicant, who along with said owner/applicant shall be deemed to have
12 waived all objections as to the constitutionality of the aforesaid waivers, and the aforesaid
13 reasonable conditions.

14 **Section 4.** That this ordinance shall be recorded by the Department of Zoning Administration
15 among the records of the Clerk and Recorder of the City and County of Denver.

16 PASSED BY THE COUNCIL August 10 1998

17 Happy Hays - PRESIDENT

18 APPROVED: Walter Smith - MAYOR AUGUST 11, 1998

19 ATTEST: Granary & Breezy - CLERK AND RECORDER,
20 EX-OFFICIO CLERK OF THE
21 CITY AND COUNTY OF DENVER

22 PUBLISHED IN THE ROCKY MTN NEWS Jul. 17, 1998 Aug. 14, 1998

23
24 PREPARED BY: KARENA AVILÉS, ASSISTANT CITY ATTORNEY 7/7/98

25 REVIEWED BY: [Signature] - CITY ATTORNEY 7/9 1998

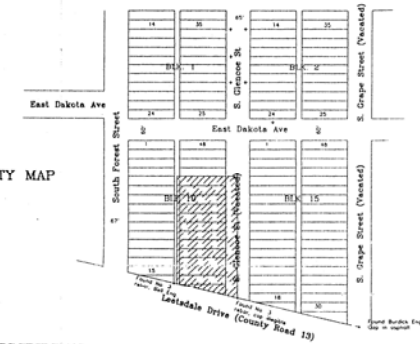
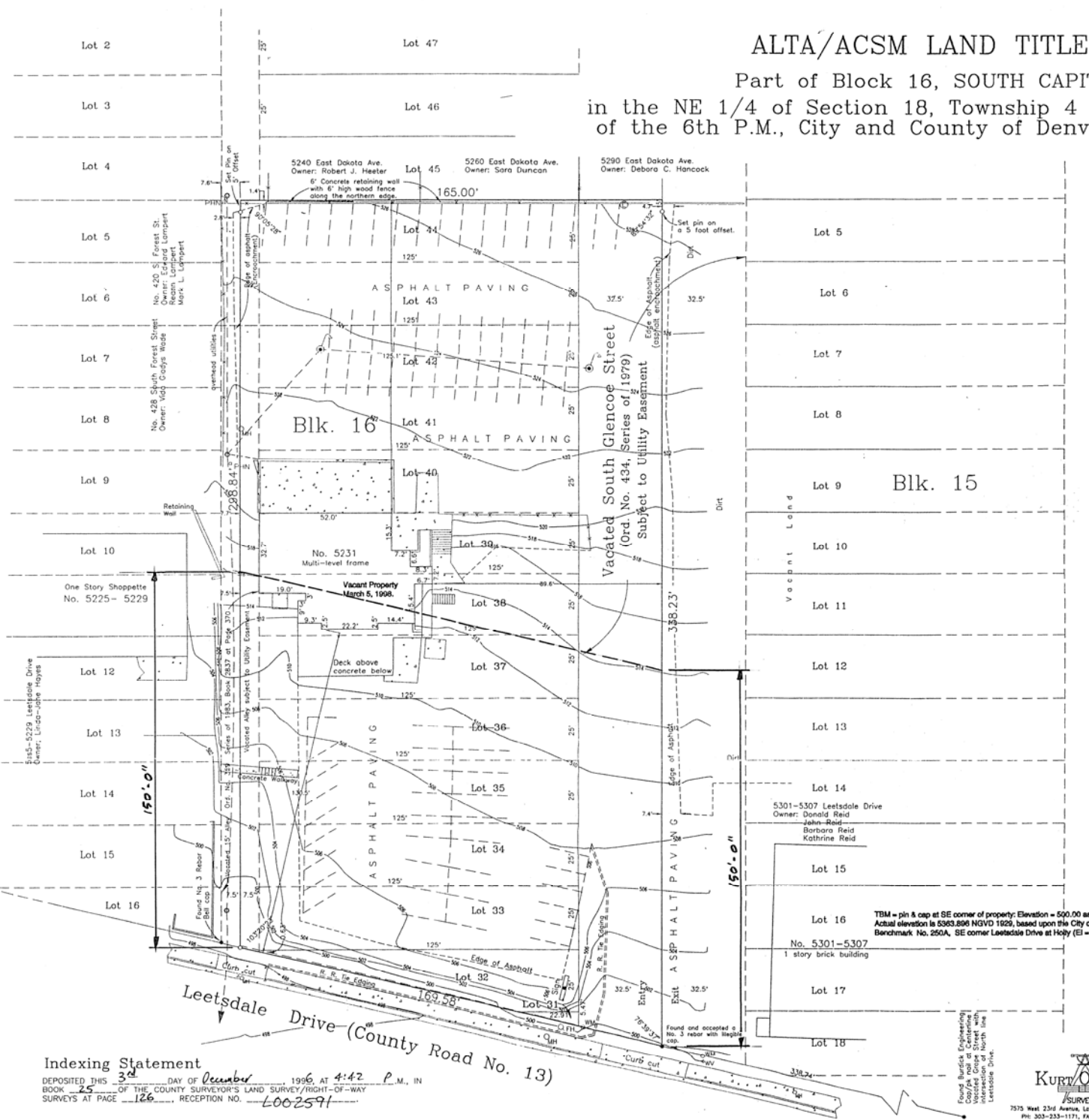
26 SPONSORED BY COUNCIL MEMBER(S) _____



ALTA/ACSM LAND TITLE SURVEY

Part of Block 16, SOUTH CAPITOL HILL

in the NE 1/4 of Section 18, Township 4 South, Range 67 West
of the 6th P.M., City and County of Denver, State of Colorado.



LEGAL DESCRIPTION:

That part of Lot 31 lying North of County Road No. 13 and all of Lots 32 to 44, inclusive, Block 16 SOUTH CAPITOL HILL.

Together with that part of Vacated South Glencoe Street Adjoining said Lots on the East vested in the owner of the above Lots by virtue of Ordinance No. 434, Series of 1979 of the City and County of Denver recorded October 2, 1979 in Book 2019 at Page 206.

and together with the East Half of Vacated alley adjoining said Lots on the West vested in the owner of the above Lots by virtue of Ordinance No. 359, Series of 1983 of the City and County of Denver recorded June 29, 1983 in Book 2837 at Page 370.

City and County of Denver
State of Colorado.

NOTES & LEGEND:

- Indicates a No. 5 rebar with plastic Surv-cap stamped "Linn, Inc. PLS 14112" set or as noted otherwise.
- Indicates a fence line. Found Cross on curb. Power pole. San. Sew. Manhole. Water Valve. PSC Transformer. Street Telephone Ped. Concrete.
- This survey does not constitute a search of the public records by Kurt O. Linn, Inc., with regard to Ownership or Easements of record. We have relied upon: Chicago Title Insurance Company's Commitment to insure No. 1034688, dated May 31, 1996 for these items.
- Area of Property Surveyed: (Ground Area) = 52558.24 Sq. Ft. = 1.2066 Acres.
- NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS ALTA/ACSM LAND TITLE SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS ALTA/ACSM LAND TITLE SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- Subject property falls within zone C of the Federal Insurance Rate Map, Community Panel No. 080046 0015 B dated, April 15, 1986.
- Zoning: property is zoned (PUD No. 9).
- There are 66 marked parking spaces.
- The vacated portion of South Glencoe Street (Ord No. 434, Series of 1979) is subject to an easement for gas lines, and sewer lines and incidental purposes.
- The vacated portion of the Alley (Ord No. 359, Series of 1983,) is subject to an easement for power and telephone lines and drainage facilities for water and sewage and incidental purposes.
- The land North of the retaining wall and fence near the North property line may be claimed by others.

CERTIFICATE:

TO: Chicago Title Insurance Company, Shariands Investment Corporation, a California Corporation and Workshops L.L.C. a Washington Limited Liability Company

This is to certify that this map or plat and the survey on which is based were made in accordance with Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and ACSM in 1992, and includes items 1, 2, 3, 4, 7, 8, 9, 10, and 13 of Table A, thereof, and pursuant to the Accuracy Standards as adopted by ALTA and ACSM and in effect on the date of this certification of an Urban Survey.

Reviewed: BM data
March 5, 1998.

Date of Survey: June 27, 1996.
Kurt O. Linn, Jr.
P.L.S. NO. 14112
Rev.: 7-2-96 (Topography)



Scale: 1" = 20'

KURT O. LINN
SURVEYOR, INC.
7575 West 23rd Avenue, Lakewood, Colorado 80215
PH: 303-233-1171, FAX: 303-237-8104

Indexing Statement

DEPOSITED THIS 30th DAY OF December, 1996, AT 4:42 P.M., IN BOOK 25 OF THE COUNTY SURVEYOR'S LAND SURVEY/RIGHT-OF-WAY SURVEYS AT PAGE 126, RECEPTION NO. L002591

ALTA/ACSM LAND TITLE SURVEY		
Part of Block 16, SOUTH CAPITOL HILL in the NE 1/4 of Section 18, Township 4 South, Range 67 West of the 6th P.M., City and County of Denver, State of Colorado.		
PREPARED BY: KURT O. LINN, INC. 7575 West 23rd Avenue Lakewood, CO 80215	PREPARED FOR: Chicago Title Insurance Co. Shariands Investment Corp. Workshops L.L.C.	JOB NO.: 9606-02
Notes: B147 P27 Coat: Kaos		
Kaos Klub 5231 Leetsdale Dr.		

LOCATION OF SPOT
ELEVATION DETERMINED
BY THE INTERSECTION
OF THE MID POINT
OF THE NORTH PROPERTY
LINE EXTENDED TO
THE CENTERLINE OF
E. DAKOTA AVE.

SURVEYED SPOT
ELEVATION: 535.2

B-4

EXHIBIT G

R-3

B-1 wvrs

Hudson

PUMPHREY

WLS 44100450

PUD #88

PUD #88

PUD #88

502(91)

630(87)

Laatsdale

Graps

Ord 156-1979

Ord 434-1979

Glencoe

Ord 434 Series 1979

R-1 Dakota Ave.

Dakota Ave.

11473

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98-612 (EXHIBIT G)

PER CHARLENE
NO OTHER DOC
TO BE FILED
7-8-98

From: [Cheryl Reese](#)
To: [Weigle, Elizabeth K. - CPD City Planner Senior](#)
Cc: [Rezoning - CPD](#)
Subject: [EXTERNAL] Comments on Re-zoning Application #2017I-00068
Date: Sunday, April 28, 2019 1:24:54 PM

Subject: Rezoning Application Planning Board Hearing May 1, 2019
5231, 5301-5307, 5335 Leetsdale Drive and 400 & 420 S. Grape St. ("Leetsdale Properties")

Dear Ms Weigle:

On behalf of the Dakota Hill Homeowners Association ("DHHA") and the Dakota Hill RNO I would like to make the following comments regarding the subject application for rezoning:

Since November 30, 2017 when representatives from DHHA attended the first meeting called by Preservation of Residential South Hilltop Neighborhood Association ("PRSHNA") to inform the South Hilltop residents that a preliminary rezoning application had been filed for the Leetsdale properties, the DHHA Board and subsequently the DHHA RNO, have actively followed the proposed rezoning process. From January 2018 through August 2018 representatives from the DHHA Board participated in meetings with PRSHNA, CRL and representatives from Newberry Family Property ("NFP").

DHHA believes the proposed rezoning could have significant impacts on the value and desirability of our neighborhood. Our top priorities for the Planning Board's consideration are density, parking and traffic. During our discussions with CRL and NFP they indicated a willingness to mutually negotiate and execute a restrictive covenant that would bind NFP and any future owners or developers similar to the restrictive covenants that have been previously negotiated in the Hilltop area including the Declaration of Restrictive Covenant by and between SMW Hilltop, LLC and the Cranmer Park – Hilltop Civic Association and the Land Use Covenant for the property at Cedar and Monaco.

We request the Planning Board's support in recommending that the parties pursue further negotiation of a mutually agreeable land use covenant to assure that all parties will be satisfied with the restrictions on whatever development may happen on the Leetsdale Properties.

Sincerely,

Cheryl L. Reese

Weigle, Elizabeth K. - CPD City Planner Senior

From: Alisa Zapiler <alisa@zapiler.com>
Sent: Wednesday, April 10, 2019 4:19 PM
To: Weigle, Elizabeth K. - CPD City Planner Senior; dencc - City Council; ladams@crlassociates.com
Subject: [EXTERNAL] Rezoning: 5231, 5301-5307, 5335 Leetsdale Dr. and 420, 450 S. Grape St.

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Ms. Weigle and Members of Denver City Council:

I am writing in support of the rezoning application including 5231, 5301-5307, 5335 Leetsdale Dr. and 420, 450 S. Grape St. I support the rezoning for the following reasons:

This rezoning application will allow additional retail uses on the property - this is important to provide more options for surrounding residents.

The rezoning presents the opportunity for additional residential units in the neighborhood which will add to the diversity of the housing stock in the neighborhood.

The newly adopted planning documents in Denver continue to support this area as a Community Corridor intended to provide residents with opportunities to live, work and play. The proposed rezoning will support this vision.

Sincerely,
Alisa Zapiler
230 South Monaco Parkway #610
Denver, CO 80224
720 231-8999

From: [Richard Sapkin](#)
To: [Weigle, Elizabeth K. - CPD City Planner Senior](#); [dencc - City Council](#)
Cc: ladams@crlassociates.com
Subject: [EXTERNAL] Subject Line: Rezoning: 5231, 5301-5307, 5335 Leetsdale Dr. and 420, 450 S. Grape St.
Date: Wednesday, April 24, 2019 3:21:26 PM

Dear Ms. Weigle and Members of Denver City Council:

I am writing in support of the rezoning application including 5231, 5301-5307, 5335 Leetsdale Dr. and 420, 450 S. Grape St. I support the rezoning for the following reasons:

- This rezoning application will allow additional retail uses on the property - this is important to providing more options for surrounding residents and community.
- The rezoning presents the opportunity for additional residential units in the neighborhood which will add to the diversity of the housing stock in the neighborhood.
- This property has remained undeveloped because the current zoning restricts the of uses on the property. The new zoning will provide the opportunity for appropriate infill on Leetsdale.

Sincerely,
Richard Sapkin
320 S Birch St, Glendale, CO 80246

To: Denver Planning Board
From: Preservation of Residential South Hilltop Neighborhood Association (PRSHNA)
Date: April 30, 2019
Subject: #2017I-00068 (5231, 5301-5307, 5335 Leetsdale Dr & 420, 450 S Grape St)

Dear Planning Board,

For over a year, PRSHNA has been negotiating in good faith with the Newberry's and their representatives to reach a restrictive covenant agreement with the goal of protecting the integrity of the neighborhood, limiting harmful impacts of increased traffic and minimizing any safety impact to residents.

We started conversations with the applicant's team on January 31, 2018. The current zone districts (PUD 627 and B-3 with Waivers) have several waivers and conditions that have protected the neighbors from negative impacts such as health and safety. We want to make it clear that we are not against development on the Newberry's property, however, we are concerned about removing the existing waivers and conditions on the site when the owner has no idea of what is going to be built. This is why we engaged in discussions about signing a restrictive covenant agreement.

The following outlines our negotiations to date with the Newberry's. We are disappointed that negotiations were delayed on the part of the property owner and its representatives from August of last year until April of this year, but we have recently continued negotiating with them in hopes to reach an agreement soon. We were hopeful that an agreement would be reached and at the least drafted prior to the Planning Board hearing. **We are prepared to oppose this rezoning at City Council and petition for a supermajority if no agreement is reached by then.**

Negotiation Process to Date

Since 2018, the PRSHNA RNO has been negotiating in good faith with the rezoning applicant for the Leetsdale addresses with the end goal of signing a restrictive covenant agreement. We are framing the restrictive covenant agreement on similar agreements reached in the Cranmer Park/Hilltop rezoning and Cedar/Monaco rezoning.

While we are modeling our potential agreement on similar agreements reached between neighbors and developers, we are in a unique spot given the fact that the applicant is not submitting specific site development plans.

We have met for official negotiation sessions with the applicant six times to date:

- April 10, 2018

- June 13, 2018
- June 28, 2018
- August 7, 2018
- April 17, 2019
- April 26, 2019

In these negotiation sessions, we were able to reach an agreement on the following items:

- Maintain the language on trash removal and storage from the current zone districts:
 - Trash removal for commercial and residential buildings will be restricted to the hours of 7 AM-10 PM
 - Trash storage will be screened and situated away from the protected residential district
- Uses not allowed
 - No animal related uses will be permitted
 - No hotel lodging uses will be permitted
- Outdoor patio restriction
 - Operation of commercial outdoor patios open from 11 AM-10 PM
 - On Friday and Saturday, they can remain open until 11 PM
 - Residential communal amenity space open from 11 AM – 10 PM (11 PM on Friday and Saturday) and amplified noise must be directed away from the protected residential district
 - Commercial outdoor patios have a minimum setback of 50 feet from the protected residential district
- Setbacks
 - 25-foot setback from the protected residential district for any buildings
 - Setback from rear lot to be defined on 24-hour businesses, gas stations, vehicle services and repairs, and drive thrus
- Ingress and Egress
 - Limited to Leetsdale with the exception of emergency access
- Height limitations
 - We have reached a tentative agreement on a maximum elevation limitation of 5410 feet

The outstanding items include:

Rooftop Mechanicals

This is an item that we agreed on in previous conversations dating as far back as our first negotiation session in April of 2018, but a year later at our last negotiation session, the applicant's team stated they do not want to entertain the conversation on rooftop mechanicals anymore. Given that the current zone districts either don't allow penetration above the maximum height limit (PUD 627) and limit it to four feet of penetration (B-3), we feel that the E-CC-3 (12 ft. of penetration) goes too far without the proper screening and sound baffling restrictions. The rooftop mechanical limitation is an important aspect of the agreement because without the current noise protections and height protections, there is a potential of

rooftop mechanicals negatively impacting our neighborhood's health and well-being. We previously settled on using the language from the current zone districts in the agreement, which is the following:

- "Waives the right to design, erect, alter, use, maintain or occupy on the subject zone lot any structure including roof-top mechanical equipment and its screening that exceeds 4 ft. above the agreed to height"
- Proper screening and noise baffling on rooftop mechanicals

Density Restrictions

In the first negotiation session, we requested the developer to put together a density impact analysis breaking down the type of residential uses allowed on this property by potential maximum number of units per type of residential buildings. We did not receive these numbers until March of 2019. Density maximums are a part of the previously signed restrictive covenant agreements (Cranmer/Hilltop and Cedar/Monaco) with neighborhood associations, and it was PRSHNA's expectation that something similar would be included in this agreement. At our latest negotiation session, the developer finally agreed to putting together a full density analysis because they stated that their numbers that they previously provided weren't completely accurate in regard to potential maximums by use.

Dissatisfactions with the Negotiation Process and Next Steps

While negotiations have recently picked back up in regard to heights and densities, the applicant's team was non-responsive to our requests to continue negotiations from August 2018 through March 2019. In fact, the applicant agreed to meet only after the rezoning had been scheduled for Planning Board. PRSHNA is extremely disappointed with this, considering we negotiated in good faith and made it clear over a year ago that we wanted a negotiated agreement to be presented to Planning Board and City Council as part of the application. It was our understanding the applicant was also negotiating in good faith and had similar expectations. We are confident that an agreement is close, but we should've continued conversations on the outstanding items last year as we requested.

As far as next steps are concerned, we are continuing to engage with the applicant and are hopeful to have a signed agreement soon. The next meeting date is May 17th. There are only two outstanding items remaining before the RNO takes an official position on this case. **Again, we are prepared to oppose this rezoning and petition for a supermajority if no agreement is signed before the First Reading at City Council. In the meantime, we continue to negotiate in good faith.**

Thank you for your support.

Sincerely,

PRSHNA Board of Directors

To: City Council

From: Preservation of Residential South Hilltop Neighborhood Association (PRSHNA)

Date: July 1, 2019

Subject: Letter of Support #2017I-00068 (5231, 5301-5307, 5335 Leetsdale Dr & 420, 450 S Grape St)

Dear City Council,

We are writing to update you on our two-year negotiation with the applicant regarding the rezoning request on 5231, 5301-5307, 5335 Leetsdale Dr. & 420, 450 S Grape St. We're happy to announce that we've come to an agreement with the applicant on an executed restrictive covenant which preserves the character and wellness of our neighborhood, while giving the applicant the flexibility to pursue the opportunities that they desire on the property. **Thus, the PRSHNA RNO no longer opposes this application and is in full support of the rezoning and appreciates the willingness of the applicant to work through our concerns.**

The following terms of agreement are the basis of our support:

1. Restriction on undesired uses:
 - a. Not permitted on the property: animal lodging and hotel lodging
 - b. Restricted towards Leetsdale: 24-hour operations, gas stations, vehicle services & repair, and drive-thru uses
2. Outdoor patio restrictions
 - a. Operation hour restrictions
 - b. Commercial patio setback of 50 feet
3. Ingress and egress limited to Leetsdale with the exception of the required fire access
4. Screening and sound protections
 - a. Rooftop amenities situated away and reasonably screened from the Protected District
 - b. Mechanical equipment screening and sound baffling
 - c. Trash storage situated away and reasonably screened from the Protected District
5. Building setback of 25 feet from the Protected District
6. Maximum building height of 5410 feet in elevation with the allowance of 9 feet for amenities and mechanical equipment
7. Covenant running with the land

We've submitted the signed document to the Planning staff. The covenant has been signed and notarized by both parties as well as filed with the Clerk and Recorder's office by the applicant on June 28, 2019.

Sincerely,

PRSHNA Board of Directors



06/27/2019 04:27 PM
City & County of Denver
Electronically Recorded

R \$43.00
COV

2019083292
Page: 1 of 7

D \$0.00

Attachment to
7/1/19 PRSHNA
Letter

Upon recording return to:

Husch Blackwell LLP
1801 Wewatta Street, Suite 1000
Denver, CO 80202
Attention: Jeff Miller

LAND USE COVENANT AGREEMENT
Rezoning: 2017I-00068
5231, 5301-5307, 5335 Leetsdale Dr & 420, 450 S. Grape St
(the "Property")

Date: June 21, 2019

Between: 226 Monroe Street, LLC ("Owner") and Preservation of Residential South Hilltop Neighborhood Association, a Registered Neighborhood Organization established pursuant to Denver Revised Municipal Code, Chapter 12, Article III ("PRSHNA"), for the benefit of the owners of real property within the real property depicted on **Exhibit A** attached hereto and incorporated herein by this reference (the "RNO Property"), and their successors and assigns (the "Benefited Property Owners").

Regarding: Use and development restrictions for the real property located in the City and County of Denver, Colorado, legally described in **Exhibit B** attached hereto and incorporated herein by this reference, (the "Property")

Owner owns the Property and is processing an application to the City and County of Denver (the "City") for the re-zoning of the Property from B-3 Waivers and Conditions and PUD 627 to E-CC-3. Owner agrees to enter into this Land Use Covenant Agreement (this "Agreement") with PRSHNA in consideration of PRSHNA's support and the Benefited Property Owners' support of the rezoning process, subject to the terms and condition of this Agreement.

1. **RESTRICTED USES.** The Owner agrees the following uses will not be permitted on the Property:

- a. Animal lodging
- b. Hotel lodging
- c. Within "Area A" designated on **Exhibit C**: 24 hour operations, gas stations, vehicle services & repair and drive-thru uses.

2. **RULES, REGULATIONS AND REQUIREMENTS.** The Owner agrees the following rules, regulations and requirements will be adhered on the Property:

a. Outdoor Patios

- i. Operation of commercial outdoor patios shall be allowed only from 11:00 am - 10:00 pm on weekdays (including Sundays) and from 11:00 am – 11:00 pm on Friday and Saturday.
- ii. Any residential communal amenity space shall only be open from 7:00 am - 10:00 pm on weekdays (including Sundays) and 7:00 am – 11:00 pm on Friday and Saturday.
- iii. Any amplified noise from commercial outdoor patios and communal amenity space must be directed away from the Protected District (as such term is defined in Section 13.3 of the Denver Zoning Code) and be in compliance with the City and County of Denver noise ordinance.
- iv. Commercial outdoor patios shall have a minimum setback of 50 feet from the Protected District.

b. Ingress and Egress

- i. All ingress and egress will be limited to Leetsdale Drive with the exception of the required fire access from South Hudson Street.

c. Screening/ Sound

- i. Any residential rooftop amenities and appurtenances will be situated away from and reasonably screened from the Protected District and in compliance with Denver Zoning Code. In addition, any necessary safety railing systems for rooftop decks are expressly permitted.
- ii. All exterior mechanical equipment shall be reasonably screened - front, side and rear views from the Protected District. Screening shall also include sound insulation to baffle exterior noise from any exterior mechanical equipment.
- iii. All trash storage will be situated away from and reasonably screened from the Protected District.

3. **SETBACK AND HEIGHT LIMITATIONS.** The Owner agrees the following setback and height limitations will be adhered on the Property at all times:

a. Building Setback – Rear of Lot

- i. The distance between the Protected District and any new building on the Property shall be 25 feet.
- ii. Notwithstanding above, a retaining wall shall be allowed within the 25-foot setback.

b. Height

- i. Any new building(s) constructed on the Property will be constructed to a maximum height of 5410 feet in elevation and the Owner waives the right to design, erect, alter, use, maintain or occupy on the subject zone lot any structure including roof-top mechanical equipment and it's screening that exceeds 9 feet above that height. Amenities and structures allowed in the current zoning code for E-CC-3 to penetrate the maximum height will apply to rooftop decks and appurtenances with a maximum of 9 ft above the maximum elevation of 5,410 feet. In addition, any necessary safety railing for rooftop decks will be allowed.

- 4. COVENANT RUNNING WITH THE LAND:** This Agreement is a covenant running with the Property but shall only become binding upon the Property upon the re-zoning of the Property to the E-CC-3 Zone District. Further, upon a sale or conveyance of the Property, or any part thereof, reference to this Agreement shall be included in any such conveyance document and/or deed (each a "Conveyance Document") as a perpetual deed restriction on the Property, which shall be binding on the Owner and its successors and assigns for so long as such portion of the Property is zoned E-CC-3. Notwithstanding anything to the contrary contained herein, this Agreement and any covenants and/or restrictions contained herein, or in any such deed, automatically shall terminate and shall thereafter no longer be a binding against any portion of the Property that is re-zoned in the future. For so long as a portion of the Property is zoned E-CC-3, a Conveyance Document with respect to the Property that is zoned E-CC-3 will include a statement substantially in the following form: "**THIS [INSERT NAME OF CONVEYANCE DOCUMENT] IS SUBJECT TO THAT CERTAIN LAND USE COVENANT AGREEMENT DATED [INSERT THE EFFECTIVE DATE OF THE LAND USE COVENANT AGREEMENT] AND RECORDED WITH THE OFFICE OF THE CLERK AND RECORDER FOR THE CITY AND COUNTY OF DENVER AT RECEPTION NO. [INSERT RECEPTION NUMBER].**"
- 5. CONDITION PRECEDENT/TERMINATION:** This Agreement and the agreements of Owner contemplated herein are expressly contingent upon, and shall only be binding upon the Property and Owner, if/when the re-zoning of the Property to the E-CC-3 Zone District is approved by the City. In the event the E-CC-3 Zone District is not approved by the City by August 31, 2019 (the "Outside Date"), this Agreement shall terminate and thereafter shall be null and void and of no further force and effect. PRSHNA agrees to execute a termination of this Agreement if the rezoning is not completed by the Outside Date. Further, PRSHNA agrees to execute a termination of this Agreement with respect to any portion of the Property that is rezoned in the future from E-CC-3 to a different zoning designation.
- 6. ENFORCEMENT.** This Agreement is executed for the benefit of the Benefited Property Owners; provided, however, that the right of enforce the provisions of this Agreement is vested in PRSHNA.
- 7. GOVERNING LAW AND VENUE.** The laws of the State of Colorado shall govern this Agreement. Venue for all purposes shall be the City and County of Denver.
- 8. MODIFICATION.** This Agreement cannot be amended, modified or waived, in whole or in part, as to any portion of the Property except pursuant to a written agreement recorded with the Clerk and Recorder of the City and County Denver and executed by Owner and PRSHNA, or their respective successors and assigns.
- 9. RECORDING.** PRSHNA may record this Agreement with the Clerk and Recorder of the City and County Denver.

[Remainder of Page Intentionally Left Blank – Signatures to Follow]

IN WITNESS WHEREOF, Owner and PRSHNA have executed this Agreement to be effective as of the day and year first stated above.

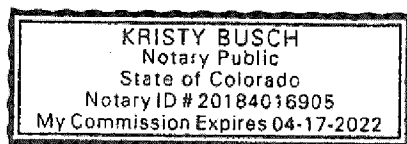
226 MONROE STREET, LLC, a Colorado
limited liability company

By: Paula Arnold
Paula Arnold, Manager

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 21st day of June, 2019, by Paula Arnold as Manager of 226 Monroe Street LLC, a Colorado limited liability company.

WITNESS my hand and official seal.



Kristy Busch
Notary Public
My Commission Expires: 4/17/2022

**Preservation of Residential South Hilltop
Neighborhood Association**

By: [Signature]
Name: BRADLEY YOSHIMITSU
Title: RNO PRESIDENT

STATE OF Colorado)
) ss.
COUNTY OF Denver)

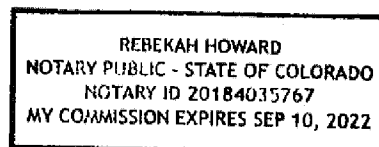
The foregoing instrument was acknowledged before me this 24 day of June, 2019, by Bradley Yoshimitsu as RNO President of Preservation of Residential South Hilltop Neighborhood Association.

WITNESS my hand and official seal.

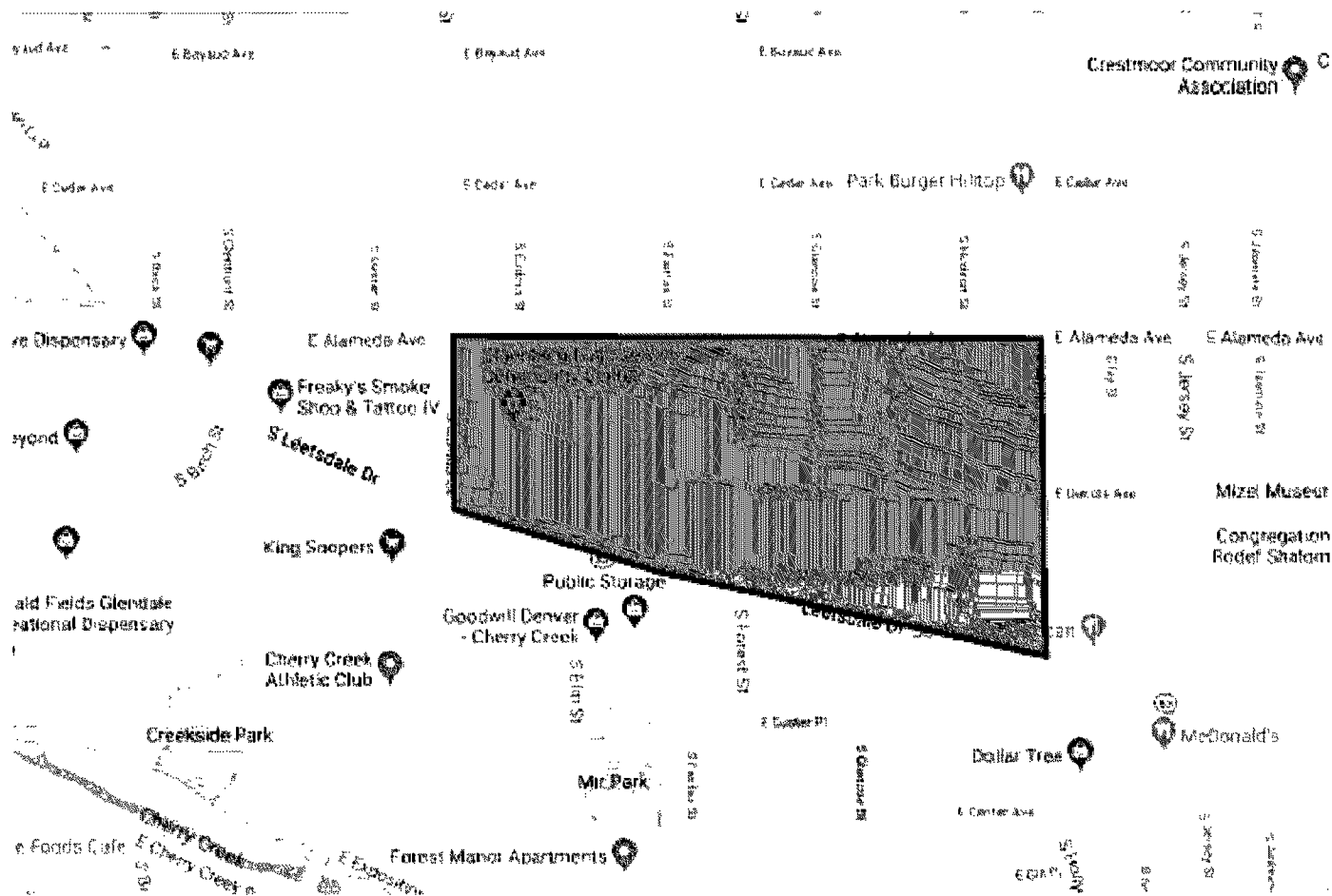
My Commission Expires: Sep 10, 2022

[Signature]
Notary Public

[SEAL]



**EXHIBIT A
DEPICTION OF RNO PROPERTY**



AREA DEPICTED IS THE PRSHNA RNO BOUNDARIES IN DENVER, CO 80246

EXHIBIT B
LEGAL DESCRIPTION OF THE PROPERTY

5231 LEETSDALE DRIVE

LEGAL DESCRIPTION THAT PART OF LOT 31 LYING NORTH OF COUNTY ROAD NO. 13 AND ALL OF LOTS 32 TO 44, INCLUSIVE, BLOCK 16, SOUTH CAPITOL HILL, TOGETHER WITH THAT PART OF THE WEST ½ OF VACATED SOUTH GLENCOE STREET ADJOINING SAID LOTS ON THE EAST VESTED IN THE OWNERS OF THE ABOVE LOTS BY VIRTUE OF ORDINANCE NO. 434, SERIES OF 1979 OF THE CITY AND COUNTY OF DENVER, RECORDED OCTOBER 2, 1979 IN BOOK 2019 AT PAGE 206, AND TOGETHER WITH THE E ½ OF VACATED ALLEY ADJOINING SAID LOTS OF THE WEST VESTED IN THE OWNER OF THE ABOVE LOTS BY VIRTUE OF ORDINANCE NO. 359, SERIES 1983 OF THE CITY AND COUNTY OF DENVER, RECORDED JUNE 29, 1983 IN BOOK 2837 AT PAGE 370, EXCEPT THAT PORTION AS CONVEYED TO THE CITY AND COUNTY OF DENVER BY INSTRUMENT, RECORDED SEPTEMBER 3, 1999 AT RECEPTION NUMBER 9900155726, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

5301, 5303, 5305, 5307 LEETSDALE DRIVE

LEGAL DESCRIPTIONS PARCEL A: LOTS 5 THROUGH 19, INCLUSIVE, BLOCK 15, SOUTH CAPITOL HILL, TOGETHER WITH THE WEST ONE HALF OF THE VACATED ALLEY VESTED IN THE OWNER OF SAID LOTS BY VIRTUE OF ORDINANCE NO. 202, SERIES OF 1956, RECORDED JUNE 22, 1956 IN BOOK 7892 AT PAGE 73, AND TOGETHER WITH THE EAST ONE HALF OF VACATED SOUTH GLENCOE STREET VESTED IN THE OWNER OF SAID LOTS BY VIRTUE OF ORDINANCE NO. 434, SERIES 1979, RECORDED OCTOBER 2, 1979 IN BOOK 2019 PAGE 206, CITY AND COUNTY OF DENVER, STATE OF COLORADO. PARCEL B: THAT PART OF LOT 20, AND THE WEST ½ OF VACATED ALLEY ADJACENT, LYING NORTH OF COUNTY ROAD 13, BLOCK 15, SOUTH CAPITOL HILL, CITY AND COUNTY OF DENVER, STATE OF COLORADO. 5335 LEETSDALE DRIVE LEGAL DESCRIPTION FRACTIONAL LOT LYING SOUTH OF AND ADJACENT TO LOT 29, AND ALL OF LOTS 29 THROUGH 44, INCLUSIVE, BLOCK 15, SOUTH CAPITOL HILL, TOGETHER WITH THE EAST HALF OF VACATED ALLEY ADJACENT TO SAID LOTS ON THE WEST AS VACATED BY ORDINANCE NO. 202, SERIES OF 1956, RECORDED JUNE 22, 1956 IN BOOK 7892 AT PAGE 73, AND TOGETHER WITH THE WEST OF HALF VACATED SOUTH GRAPE STREET ADJACENT TO SAID LOTS ON THE EAST AS VACATED BY ORDINANCE NO. 434, SERIES OF 1979, RECORDED OCTOBER 2, 1979 IN BOOK 2019 AT PAGE 206, CITY AND COUNTY OF DENVER, STATE OF COLORADO. Map Amendment: 5231, 5301-5307, 5335 LEETSDALE DR & 420, 450 S. GRAPE ST: Addendum & Exhibits 17 4/10 Map Amendment: 5231, 5301-5307, 5335 LEETSDALE DR & 420, 450 S. GRAPE ST: Addendum & Exhibits 17 4/12 2017i-00068 April 12, 2019 rev.; fees waived per DZC 12.3.3.4

420 and 450 S. GRAPE STREET

LEGAL DESCRIPTION LOTS 5-15. INCLUSIVE, BLOCK 14. SOUTH CAPITOL HILL, TOGETHER WITH THE EAST HALF OF VACATED SOUTH GRAPE STREET IMMEDIATELY ADJACENT TO SAID LOTS AND WEST HALF OF THE VACATED ALLEY IMMEDIATELY ADJACENT TO SAID LOTS IN BLOCK 14, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

EXHIBIT C
AREA A

