

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 FEE PAYMENT***		☒ CHECK IF POINT OF CONTACT FOR APPLICATION ☒ CHECK IF POINT OF CONTACT FOR FEE PAYMENT***	
Property Owner Name	SON POWER LLC	Representative Name	Will Lake
Address	400 Leyden St	Address	1500 N Grant St, Ste C
City, State, Zip	Denver, CO 80220	City, State, Zip	Denver, CO, 80203
Telephone	219-383-3334	Telephone	414-531-5243
Email	jonathanapalmer@gmail.com	Email	walake1@gmail.com
*All standard zone map amendment applications must be initiated by owners (or authorized representatives) of at least 51% of the total area of the zone lots subject to the rezoning. See page 4.		**Property owner shall provide a written letter authorizing the representative to act on his/her behalf. ***If contact for fee payment is other than above, please provide contact name and contact information on an attachment.	
SUBJECT PROPERTY INFORMATION			
Location (address):		3232 Larimer St, Denver CO, 80205	
Assessor's Parcel Numbers:		02263-13-025-000	
Area in Acres or Square Feet:		9,363	
Current Zone District(s):		R-MU-30 with Waivers	
PROPOSAL			
Proposed Zone District:		I-MX-3, DO-7	
PRE-APPLICATION INFORMATION			
In addition to the required pre-application meeting with Planning Services, did you have a concept or a pre-application meeting with Development Services?		☒ Yes - State the contact name & meeting date Fritz Clauson, 8/28/2025 ☐ No - Describe why not (in outreach attachment, see page 3)	
Did you contact the City Council District Office, applicable Registered Neighborhood Organization, and adjacent property owners and tenants regarding this application?		☒ Yes - State date below and describe method in outreach attachment, see page 3 10/23/2025-11/10/2025 (Details attached)	

REZONING REVIEW CRITERIA (ACKNOWLEDGE EACH SECTION)

General Review Criteria DZC Sec. 12.4.10.7.A Check box to affirm and include sections in the review criteria narrative attachment	☒ Consistency with Adopted Plans: The proposed official map amendment is consistent with the City's adopted plans. Please provide a review criteria narrative attachment describing how the requested zone district is consistent with the policies and recommendations found in each of the adopted plans below. Each plan should have its own section. 1. Denver Comprehensive Plan 2040 In this section of the attachment, describe how the proposed map amendment is consistent with <i>Denver Comprehensive Plan 2040's</i> a) equity goals, b) climate goals, and c) any other applicable goals/strategies. 2. Blueprint Denver In this section of the attachment, describe how the proposed map amendment is consistent with: a) the neighborhood context, b) the future place, c) the growth strategy, d) adjacent street types, e) plan policies and strategies, and f) equity concepts contained in <i>Blueprint Denver</i>. 3. Neighborhood/ Small Area Plan and Other Plans (List all from pre-application meeting, if applicable): <u>Northeast Downtown Neighborhoods Plan</u>
General Review Criteria DZC Sec. 12.4.10.7.A.1 Only check this box if your application is not consistent with 12.4.10.7.A	☐ Community Need Exception: The City Council may approve an official map amendment that does not comply with subsection 12.4.10.7.A if the proposed official map amendment is necessary to provide for an extraordinary community need that was not anticipated at the time of the adoption of the city's plans. Please provide a narrative attachment describing how the requested zone district is necessary to provide for an extraordinary community need that was not anticipated at the time of the adoption of the city's plans.
General Review Criteria: DZC Sec. 12.4.10.7. B & C Check boxes to the right to affirm and include a section in the review criteria for the public interest narrative attachment and for consistency with the neighborhood context and the stated purpose and intent of the proposed zone district.	☒ Public Interest: The proposed official map amendment is in the Public Interest. In the review criteria narrative attachment, please provide an additional section describing how the requested rezoning is in the public interest of the city. ☒ 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. In the review criteria narrative attachment, please provide a separate section describing how the rezoning aligns with a) the proposed district neighborhood context description, b) the general purpose statement, and c) the specific intent statement found in the Denver Zoning Code.

REZONING GUIDE

Rezoning Application Page 3 of 4

REQUIRED ATTACHMENTS

Please check boxes below to affirm the following **required** attachments are submitted with this rezoning application:

- ☒ **Legal Description of subject property(s).** Submit as a **separate Microsoft Word document**. View guidelines at: <https://www.denvergov.org/content/denvergov/en/transportation-infrastructure/programs-services/right-of-way-survey/guidelines-for-land-descriptions.html>
- ☒ **Proof of ownership document** for each property owner signing the application, such as (a) Assessor's Record, (b) Warranty deed, or (c) Title policy or commitment dated no earlier than 60 days prior to application date. If the owner is a corporate entity, proof of authorization for an individual to sign on behalf of the organization is required. This can include board resolutions authorizing the signer, bylaws, a Statement of Authority, or other legal documents as approved by the City Attorney's Office.
- ☒ **Review Criteria Narratives.** See page 2 for details.
- ☒ **Outreach documentation.** Pre-application outreach is required. The minimum requirement is outreach to the City Council District Office, Registered Neighborhood Organizations, and adjacent neighbors. Please describe all community outreach and engagement to these and any other community members or organizations. The outreach documentation must include the type of outreach, who was contacted or met with, the date of the outreach or engagement, and a description of feedback received, if any. If outreach was via email, the applicant may include a copy of the email. The outreach documentation attachment should be sent as a PDF or Word Doc, separate from other required attachments.

ADDITIONAL ATTACHMENTS (IF APPLICABLE)

Additional information may be needed and/or required. Please check boxes below identifying additional attachments provided with this application.

- ☒ **Written narrative explaining reason for the request** (optional)
- ☐ **Letters of Support.** If surrounding neighbors or community members have provided letters in support of the rezoning request, please include them with the application as an attachment (optional)
- ☒ **Written Authorization to Represent Property Owner(s)** (if applicable)
- ☒ **Individual Authorization to Sign on Behalf of a Corporate Entity** (e.g. if the deed of the subject property lists a corporate entity such as an LLC as the owner, this document is required.) (if applicable)
- ☐ **Affordable Housing Review Team Acceptance Letter** (if applicable)
- ☒ **Other Attachments.** Please describe below.

Slides presented to City Council
Letter to residential neighbors
Letter to Larimer Businesses
RNO Email Outreach Example
Documentation of in-person engagement with Curtis Park & RiNo RNO's



REZONING GUIDE

Rezoning Application Page 4 of 4

PROPERTY OWNER OR PROPERTY OWNER(S) REPRESENTATIVE CERTIFICATION

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

Property Owner Name(s) (please type or print legibly)	Property Address City, State, Zip Phone Email	Property Owner Interest % of the Area of the Zone Lots to Be Rezoned	Please sign below as an indication of your consent to the above certification statement	Date	Indicate the type of ownership documentation provided: (A) Assessor's record, (B) warranty deed, (C) title policy or commitment, or (D) other as approved	Has the owner authorized a representative in writing? (YES/NO)
EXAMPLE John Alan Smith and Josie Q. Smith	123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov	100%	<i>John Alan Smith</i> <i>Josie Q. Smith</i>	01/12/20	(A)	YES
Jonathan Palmer	400 Leyden Street Denver, CO 80220 (219)384-3334 JonathanApalmer@	50%	<i>Jonathan Palmer</i>	11/16/25	(B)	YES NO n/a
Jack A. Palmer Jr.	26350 Woodlyn Drive Bonita Springs, FL 34134 219-781-0084 jpap679@yahoo.com	50%	<i>Jack A. Palmer Jr.</i>	11/17/25	(B)	YES NO
						YES NO
						YES NO

November 14, 2025

City of Denver

Community Planning & Development

201 W. Colfax Ave., Dept. 205

Denver, CO 80202

720-865-2974 • rezoning@denvergov.org

Subject: Zone Map Amendment (Rezoning) Application located at 3232 Larimer St., Denver, CO

The following narratives and materials are provided to supplement the Zone Map Amendment (Rezoning) Application for 3232 Larimer St.:

1. Rezoning review criteria, consistency with adopted plans
 - a. Denver Comprehensive Plan 2020
 - b. Blueprint Denver
 - c. Northeast Downtown Neighborhoods Plan
 - d. Public Interest
 - e. Neighborhood and Zone District Compliance

Statement of Compliance with General Review Criteria

This application proposes to rezone the approximately 9,363 sf (.21 acre) property located at 3232 Larimer St. (the "Property") from R-MU-30 (FC59) to I-MX-3 to facilitate the redevelopment of the Property consistent with the recommendations in the adopted plans.

The parcel at 3232 Larimer St., Denver, CO 80205 sits in the northwest-corner of the city's central grid in the Five Points neighborhood (80205) district, on the south side of Larimer Street between 32nd Street and Lawrence Street. The site is approximately one block west of 32nd Street (with a bus stop at "Larimer & 32nd" just steps away) and three blocks east of the elevated rail line and its pedestrian crossings. Transit access is strong: the nearby stop at Larimer & 32nd lies within a minute walk of the property and serves several bus lines. Additionally, the RTD rail stop, 38th and Blake is 12min walk. Pedestrian routes are plentiful with broad sidewalks on Larimer connect directly to the neighboring streets, and the changing urban fabric around the site provides convenient access to dining, small public spaces and trails into the adjacent arts district. The downtown core lies just a ~10-minute walk south via Lawrence or Walnut Streets, and the nearby historic commercial node of Larimer Square is within easy strolling distance for public space and urban activity.

The parcel at 3232 Larimer St. sits within the historic and rapidly evolving Five Points neighborhood of Denver, a context characterized by a mix of legacy residential fabric, adaptive reuse industrial buildings, and emerging higher-density development opportunities. The current zoning district is listed as R-MU-30 (Residential Mixed Use, 30 units per acre) which allows a blend of residential and compatible non-residential uses under the city's district regulations. This zoning positions the site to support multi-unit housing or mixed uses in a neighborhood that is moving toward greater density and transit-oriented redevelopment. At the same time, the wider Denver Zoning Code (and the older Former Chapter 59 where applicable) sets form-based standards, height limits, setback and design criteria that will shape how any redevelopment on this parcel would interface with the street, surrounding buildings, and neighborhood character with a better connection to adjacent zoning and future growth.

Rezoning the parcel at 3232 Larimer St. from R-MU-30 (Residential Mixed Use, 30 units/acre) to I-MX-3 (Industrial Mixed Use, 3-story) would better align the site with the surrounding urban evolution of the RiNo/Five Points corridor, which has transitioned from a low-density residential-industrial mix to a vibrant, design-oriented innovation district. The I-MX-3 zone supports a broader range of uses, including but not limited to commercial, light-industrial, creative, and mixed-use activities, such as small manufacturing, maker spaces, galleries, breweries, and flexible office or residential loft conversions. Many of these uses are already prevalent along Larimer Street. It also allows for moderate-scale infill (up to 3 stories) that complements adjacent redevelopment patterns while encouraging active street frontages and employment-based land uses. This rezoning would therefore enhance economic diversity, adaptability, and consistency with Denver's Comprehensive Plan 2040 and Blueprint Denver, both of which prioritize mixed-use intensification,

adaptive reuse, and multimodal connectivity in key urban corridors like Larimer.

REVIEW CRITERION DZC § 12.4.10.7. A – Consistency with Adopted Plans: The proposed official map amendment is consistent with the City’s adopted plans.

The proposed map amendment is consistent with the Denver Comprehensive Plan 2040, Blueprint Denver, and Northeast Downtown Neighborhoods Plan

Denver Comprehensive Plan 2040

1. Environmentally Resilient Goal 8
 - a. Strategy A- Promote infill development where infrastructure and services are already in place.
 - i. The parcel is located in an established urban corridor within Five Points/RiNo, an area already served by complete utilities, multimodal transportation, and nearby community amenities. By enabling a wider range of mixed-use and employment-generating activities through I-MX-3 zoning, redevelopment can occur without extending infrastructure or consuming undeveloped land, conserving regional open space and reducing environmental impact. This infill approach aligns with the city’s commitment to compact, resource-efficient growth, remediation and reuse of previously developed parcels, and long-term sustainability through responsible urban land stewardship.
2. Environmentally Resilient Goal 8
 - a. Strategy B- Encourage mixed-use communities where residents can live, work and play in their own neighborhoods.
 - i. The I-MX-3 district promotes a balanced mix of residential, commercial, recreational, light-industrial, and creative uses, enabling the development of spaces that combine housing with employment opportunities, services, and cultural amenities within walking distance. In the Five Points/RiNo context, this zoning fosters a vibrant, self-sustaining neighborhood that reduces reliance on car travel, lowers emissions, and strengthens community interaction. By allowing compatible live/work and maker-style uses alongside small-scale housing, the rezoning advances Denver’s goal of creating complete, connected, and environmentally resilient urban neighborhoods.
3. Strong and Authentic Neighborhoods Goal 1
 - a. Strategy D – Encourage quality infill development that is consistent with the surrounding neighborhoods and offers opportunities for increased amenities.
 - i. The I-MX-3 zone promotes context-sensitive infill that reflects the evolving character of the Five Points/RiNo area—where adaptive reuse, creative industries, and modern mixed-use buildings coexist with historic structures. This zoning allows for moderate-scale (up to 3 stories) development that complements existing building patterns while introducing new community-serving amenities such as retail, studios, recreational spaces or small workplaces. By aligning with the established urban form and active street life of Larimer Street, the rezoning encourages high-quality, compatible development that strengthens neighborhood identity and enhances access to local services and gathering spaces.
4. Economically Diverse and Vibrant Goal 3
 - a. Sustain and grow Denver’s local neighborhood businesses, Strategy A – Promote small, locally-owned businesses and restaurants that reflect the unique character of Denver.
 - i. The I-MX-3 zoning district encourages a mix of light-industrial, commercial, and creative uses ideal for small-scale, locally owned enterprises such as artisan workshops, cafés, studios, and maker spaces—uses that define the RiNo/Five Points neighborhood’s distinctive identity. By expanding allowable uses beyond primarily residential development, this rezoning supports entrepreneurship, local job creation, and cultural expression within an existing walkable corridor. It reinforces Denver’s vision of neighborhood-based economic vitality driven by locally rooted businesses that contribute to the city’s authentic urban character.

Blueprint Denver

1. Future Neighborhood Context: Urban Center: Land use, mobility and quality of life infrastructure:
 - a. A high mix of uses throughout the area, with multi-unit residential typically in multi-story, mixed-use building forms. Block patterns are generally regular with consistent alley access. Larger scale buildings close to the street.

- b. High levels of pedestrian and bicycle use and good access to high-capacity transit with minimal reliance on cars.
 - c. Smaller public parks and privately owned, publicly accessible outdoor spaces and plazas. Trees are within planters and expanded streetscape planting areas.
 - i. Rezoning 3232 Larimer St from R-MU-30 to I-MX-3 supports the Blueprint Denver Future Neighborhood Context: Urban Center goals for land use, mobility, and quality of life infrastructure. The I-MX-3 district enables a high mix of uses—including residential, commercial, recreational, light-industrial, and creative employment spaces—within multi-story, street-oriented building forms that fit the existing urban block pattern and alley network along Larimer Street. This zoning encourages dense, walkable development that supports pedestrian and bicycle activity and takes advantage of the area's proximity to high-capacity transit along Brighton Boulevard and downtown Denver. Additionally, the I-MX-3 form supports enhanced streetscapes, tree planters, and small outdoor gathering spaces, as well as outdoor recreational spaces aligning with Blueprint Denver's vision for vibrant, multimodal, mixed-use neighborhoods that offer residents and visitors a high-quality, connected urban environment.
2. Future Place Type: Community Corridor
- a. Typically provides a mix of office, commercial and residential uses. A wide customer draw both of local residents from surrounding neighborhoods and from other parts of the city. Activity levels vary depending on the type and mix of uses. Buildings have a distinctly linear orientation along the street. Building footprints are typically larger. Heights are generally up to 8 stories. Due to shorter lot depths, special attention may be needed for transitions to nearby residential areas. [p. 259]
 - b. Larimer St is classified as a Mixed Use Collector.
 - i. The corridor's linear urban form, moderate building scale, and pedestrian orientation are well-matched to I-MX-3's form standards, which promote street engagement, street transparency, and compatibility with adjacent residential blocks. By enabling a range of community-serving businesses and multi-story infill development, this rezoning supports Blueprint Denver's goal of a vibrant, connected corridor that balances growth, access, and neighborhood character along Larimer Street.
3. Future Growth Areas: Growth Strategy: Community Centers and Corridors
- a. 20% of new jobs by 2040
 - b. 25% of new households by 2040
 - i. By facilitating redevelopment that includes local business operations, maker spaces, or offices, this rezoning directly contributes to job creation within an established urban setting, leveraging existing infrastructure and mobility networks. This approach aligns with Blueprint Denver's objective to concentrate on employment opportunities in walkable, mixed-use corridors, reducing commute distances and strengthening the local economy.

Northeast Downtown Neighborhoods Plan

- 1. Rezoning 3232 Larimer St from R-MU-30 to I-MX-3 aligns with the Northeast Downtown Neighborhoods Plan (NDNP), specifically Policy A.2: Moderate Intensity Development Transitioning to Residential Neighborhoods. This policy calls for medium-scale, mixed-use development that provides a compatible transition between the higher-intensity urban core of RiNo and Downtown and the adjacent lower-scale residential areas of Five Points. The I-MX-3 zoning district supports moderate-height (up to three stories), context-sensitive infill that blends commercial, creative, and residential uses, mirroring the NDNP's vision for Larimer Street as a vibrant, mixed-use corridor with human-scale design and active street frontages. By maintaining appropriate building scale while encouraging a diversity of uses and local employment opportunities, this rezoning reinforces the plan's intent to gradually step-down intensity toward surrounding neighborhoods and strengthen the cohesive urban fabric of the district.
 - i. Rezoning 3232 Larimer St. to I-MX-3 fits the Northeast Downtown Neighborhoods Plan exact description; maintaining appropriate building height, blending commercial, creative, and residential use, and maintaining Larimer as a vibrant corridor.

Public Interest

Rezoning 3232 Larimer St from R-MU-30 to I-MX-3 serves the public interest by enabling a more flexible mix of uses that enhance neighborhood vitality, economic opportunity, and sustainable urban growth consistent with the evolving character of the Five Points/RiNo area. The I-MX-3 district allows a range of commercial, recreational, light-industrial, creative, and residential uses, such as artisan workshops, small manufacturing, retail spaces, offices, and live/work units. These uses promote local entrepreneurship, job creation, and community-serving amenities, while maintaining a

pedestrian-friendly, human-scale environment aligned with existing development patterns along Larimer Street. By supporting adaptive reuse, compact infill, and active street-level uses, the rezoning advances the public good through economic resilience, reduced vehicle dependence, and the preservation of RiNo's authentic, mixed-use neighborhood character.

Neighborhood and Zone District Compliance

Rezoning 3232 Larimer St from R-MU-30 to I-MX-3 is consistent with both the Urban Center Neighborhood Context and the purpose and intent of the I-MX-3 zone district as defined in the Denver Zoning Code.

- a) **Neighborhood Context:** The Urban Center context is characterized by multi-story mixed-use buildings, active streets, and a balance of residential, commercial, and employment uses—qualities present along Larimer Street and throughout the Five Points/RiNo corridor. The I-MX-3 district fits this context by allowing moderate-scale infill development (up to three stories) that supports walkability and diverse land use.
- b) **General Purpose:** The intent of the Industrial Mixed Use (I-MX) districts is to encourage the adaptive reuse and continuation of light-industrial and creative businesses while allowing compatible residential and commercial activities. Rezoning to I-MX-3 fulfills this purpose by preserving RiNo's maker and arts-based identity while accommodating new, flexible live/work and business spaces that reinforce a vibrant urban economy.
- c) **Specific Intent:** The I-MX-3 zone specifically aims to provide a transition between higher-intensity industrial or commercial areas and adjacent residential neighborhoods through moderate building height and form standards. At 3232 Larimer, this transitional role is ideal—bridging RiNo's active commercial corridor with nearby residential blocks—ensuring new development remains contextually appropriate, economically diverse, and consistent with the form and character envisioned by the Denver Zoning Code.

We value your feedback. Please feel free to contact us with any questions or clarifications.
Sincerely,

Will Lake & Alexandra Hansen

MonteLago LLC

On behalf of SON POWER LLC, property owners of 3232 Larimer St.

Name	Contact Name	Date of Engagement	Notes	Form of Engagement	RNO #	Address	Email 1	Email 2	Home Phone	Work Phone	Boundary	Website
Department of Public Health & Environment, Public Health Investigations, City and County of Denver	Paul Riedesel, Denver Community Noise Program, Senior Analyst	5/9/2025	Discussed expectations for noise relative to neighbors, shared business plans of modified equipment that would not exceed allowable decibel level, operations between 8am-10pm; Paul shared support and acoustic engineer contacts	Email and Phone Conversation Meetings								
RNO- Curtis Park Neighbors	Stephen Bennett, President	10/23/2025; 11/7/2025	Emailled group regarding proposed rezoning, project plans, goals, and background; Attended and presented at 11/7 Community Meeting at Hope Communities	Email & In-Person Meeting	43	Hope Communities, 2543 California St, Denver, CO 80205, United States	curtisparkeighbors@googlegroups.com	treasurer@curtisparkeighbors.org	720-360-6073	815-978-7078	North:Downing St.East:Glenarm Pl.South:20th St. West:Larimer St.	https://curtisparkeighbors.org/
RNO- RiNo Art District	Daisy Fodness-McGowen, ED; Gerald Horner, Former Interim ED and Board Member	10/23/2025; 11/8/2025	Emailled group regarding proposed rezoning, project plans, goals, and background; Attended and networked at 11/8 Anniversary Event (Art RiNo). Invited and supported with networking by Gerald Horner	Email; In-Person Community Networking, RiNo Art Fundraiser	396	1320 27th St G, Denver, CO 80205	daisy@rinoartdistrict.org	geraldhorner@gmail.com	303-653-5664		North:I-70East:Arapahoe St. South:Park Ave. WestWest:I-25	https://rinoartdistrict.org/
RNO- Five Points Neighborhood Association	Ali Duncan	10/23/2025	Emailled group regarding proposed rezoning, project plans, goals, and background	Email	575	Denver, CO	ali@usdnevr.com	iamaliduncan@gmail.com	9702171587		North:Downing St.East:Downing St.South:Park Ave. West:Walnut St.	
RNO- Inter-Neighborhood Cooperation (INC)	Keith Meyer	10/23/2025	Emailled group regarding proposed rezoning, project plans, goals, and background	Email	87	PO Box 181012, , Denver, CO 80218	president@denverinc.org	execcomm@denverinc.org			North:City LimitsEast:City LimitsSouth:City LimitsWest:City Limits	http://www.denverinc.org/
RNO- Opportunity Corridor Coalition of United Residents	D Garnett	10/23/2025	Emailled group regarding proposed rezoning, project plans, goals, and background	Email	578	Denver, CO	occur.denver@gmail.com		3033359841		North:City LimitEast:City limitSouth:Colfax Ave.West: Brighton Blvd. / Broadway	
RNO- United Community Action Network	Armando Payan	10/23/2025	Emailled group regarding proposed rezoning, project plans, goals, and background	Email	388	Denver, CO	armandopayan80@yahoo.com	edelzell@nationalwestern.com		7204418537	North:Denver City LimitsEast:Colorado BlvdSouth:MLK to Curtis to 20th to IncaWest:Inca St.	
Residential neighbor surrounding 3232 Larimer St	Matthew Lawrence	10/24/2025	Door knocked and discussed proposed rezoning, project plans, goals, and opportunities for neighbor engagement with Matthew when we delivered letter	In-Person, Spoke with neighbor and delivered letter		3251 Lawrence St						
Residential neighbor surrounding 3232 Larimer St	Hunter G. Foreman & Kiley Falcone	10/24/2025; 11/12/2025	Delivered letter to home address; was contacted via email; in-person discussion with hunter 11/12	In-Person, Delivered letter, Email exchange and in person discussion		3243 Lawrence St	huntergforeman@gmail.com	kiley@imprintgroup.com				
Residential neighbor surrounding 3232 Larimer St		10/24/2025	Delivered neighbor letter to residence	In-Person, Delivered letter		3241 Lawrence St						
Residential neighbor surrounding 3232 Larimer St	Max	10/24/2025	Door knocked and discussed proposed rezoning, project plans, goals, and opportunities for neighbor engagement with Max when we delivered letter	In-Person, Spoke with neighbor and delivered letter		3239 Lawrence St						
Residential neighbor surrounding 3232 Larimer St		10/24/2025	Delivered neighbor letter to residence	In-Person, Delivered letter		3231 Lawrence St						
Residential neighbor surrounding 3232 Larimer St	Halla	10/24/2025	Door knocked and discussed proposed rezoning, project plans, goals, and opportunities for neighbor engagement with Halla when we delivered letter	In-Person, Spoke with neighbor and delivered letter		3217 Lawrence St						
Residential neighbor surrounding 3232 Larimer St		10/24/2025	Delivered neighbor letter to residence	In-Person, Delivered letter		3215 Lawrence St						
Residential neighbor surrounding 3232 Larimer St		10/24/2025	Delivered neighbor letter to residence	In-Person, Delivered letter		3213 Lawrence St						
Residential neighbor surrounding 3232 Larimer St		10/24/2025	Delivered neighbor letter to residence	In-Person, Delivered letter		3211 Lawrence St						
Residential neighbor surrounding 3232 Larimer St	Nick	10/24/2025	Door knocked and discussed proposed rezoning, project plans, goals, and opportunities for neighbor engagement with Nick when we delivered letter	In-Person, Spoke with neighbor and delivered letter		3275 Lawrence St						
Residential neighbor surrounding 3232 Larimer St		10/24/2025	Delivered neighbor letter to residence	In-Person, Delivered letter		3285 Lawrence St						
Residential neighbor surrounding 3232 Larimer St		10/24/2025	Delivered neighbor letter to residence	In-Person, Delivered letter		3295 Lawrence St						
Commercial neighbor surrounding 3232 Larimer St: Foolproof Contemporary Art Gallery/ 3240design llc dba The Gallery	Laura Phelps Rogers	10/24/2025	Visited studio and met with owner to discuss proposed rezoning, project plans, goals, and opportunities for neighbor engagement with Laura	In-Person, Spoke with studio owner		3240 Larimer St, Denver, CO 80205						https://foolproofcontemporaryart.com/

Name	Contact Name	Date of Engagement	Notes	Form of Engagement	RNO #	Address	Email 1	Email 2	Home Phone	Work Phone	Boundary	Website
Residential neighbor surrounding 3232 Larimer St	Saili Parikh	10/24/2025; 10/29/2025	Delivered letter to home address; was contacted via email; set up in-person meeting; met at property for discussion of plans; project goals; opportunities for continued neighbor support	In-Person Meeting, Delivered letter, exchanged contact information		3249 Lawrence St	saili.parikh@gmail.com		(917) 297-5422			
Council District 9	Councilmember Darrell Watson	11/5/2025	Virtual meeting with Councilman Watson; Presented project plans, goals, and background. Councilman Watson offered support via community connections and recommendations.	Virtual meeting	1009	Denver, CO	district9@denvergov.org				North:District BoundaryEast:District BoundarySouth:District BoundaryWest:District Boundary	https://www.denvergov.org/content/denvergov/en/denver-city-council.html
Council District 9	Dwight Clark, City Council Aide Senior	11/5/2025	Dwight joined call with Councilmember Watson; discussed Ongoing support from District 9 staff available outside of Councilmember	Virtual meeting	1000	Denver, CO	dwight.clark@denvergov.org				North:City LimitsEast:City LimitsSouth:City LimitsWest:City Limits	https://www.denvergov.org/content/denvergov/en/denver-city-council.html
Residential neighbor surrounding 3232 Larimer St: Camden RiNo Apartments	Tiffany Flores	11/6/2025	Visited leasing office and met with leasing agent to discuss proposed rezoning, project plans, goals, and opportunities for neighbor engagement; delivered letter	In-Person, Delivered letter		3235 Larimer St	tflores@camdenliving.com			303-292-2223		
Residential neighbor surrounding 3232 Larimer St		11/6/2025	Delivered neighbor letter to residence	In-Person, Delivered letter		1201 32nd St						
Residential neighbor surrounding 3232 Larimer St		11/6/2025	Delivered neighbor letter to residence	In-Person, Delivered letter		1205 32nd St						
Residential neighbor surrounding 3232 Larimer St		11/6/2025	Delivered neighbor letter to residence	In-Person, Delivered letter		1213 32nd St						
Residential neighbor surrounding 3232 Larimer St		11/6/2025	Delivered neighbor letter to residence	In-Person, Delivered letter		1217 32nd St						
Five Points Business Improve	Norm Harris					2590 Welton St, Suite	FivePointsBID@gmail.com			720.831.9342		
Commercial neighbor surrounding 3232 Larimer St: The Greenwich		11/10/2025	Emailed business regarding proposed rezoning, project plans, goals, and background	Email		3258 Larimer St, Denver, CO 80205	info@thegreenwichdenver.com			(720) 868-5006		
Commercial neighbor surrounding 3232 Larimer St: M Moser Associates	Online Contact Form on Website (no email provided)	11/10/2025	Emailed business regarding proposed rezoning, project plans, goals, and background	Email		3258 Larimer St, Denver, CO 80205						https://www.mmoser.com/contact/
Commercial neighbor surrounding 3232 Larimer St: RiNo Dental		11/10/2025	Emailed business regarding proposed rezoning, project plans, goals, and background	Email		3258 Larimer St, Denver, CO 80205	support@rinodental.com			303-292-3120		
Commercial neighbor surrounding 3232 Larimer St: The Argentos Empanadas Boutique		11/10/2025	Emailed business regarding proposed rezoning, project plans, goals, and background	Email		3264 Larimer St b, Denver, CO 80205	mail@theargentosempanadas.com			303-653-0909		
Commercial neighbor surrounding 3232 Larimer St: Dio Mio		11/10/2025	Emailed business regarding proposed rezoning, project plans, goals, and background	Email		3264 Larimer St, Denver, CO 80205	info@diomiopasta.com			303.562.1965		
Commercial neighbor surrounding 3232 Larimer St: Build by Radian		11/10/2025	Emailed business regarding proposed rezoning, project plans, goals, and background	Email		3264 Larimer St Ste D, Denver, CO 80205	admin@radianinc.org					
Commercial neighbor surrounding 3232 Larimer St: Five Points Animal Hospital		11/10/2025	Emailed business regarding proposed rezoning, project plans, goals, and background	Email		3295 Larimer St, Denver, CO 80205	info@fivepointsanimal.com			(720) 491-1807		



City & County of Denver - Property Record Search

City & County of Denver - Property Record Search

0226313025000
3232 LARIMER ST

SON POWER LLC
400 LEYDEN ST DENVER CO 80220

Total Appraised Value
\$1,170,400

KEY INFORMATION

Schedule Number	0226313025000
Situs Address	3232 LARIMER ST
Owner(s)	SON POWER LLC
Class	VACANT LAND
Land Use Code	020 - VACANT LAND
Zoning	R-MU-30
Tax District	474B
Land Sq Ft	9,363
Building Sq Ft	0
Legal Description	CASE & EBERTS ADD BLK 36 L8 TO 10
Prior Year Mill Levy (2024)	83.202

ACTUAL VALUES

Tax Year	2025
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Land	\$1,170,400
Improvements	\$0
Total	\$1,170,400

Protest My Value

ASSESSED VALUES - SCHOOL

Land	\$316,010
Improvements	\$0
Total	\$316,010
Exempt	\$0
Taxable Total	\$316,010

ASSESSED VALUES - LOCAL GOVERNMENT

Land	\$316,010
Improvements	\$0
Total	\$316,010
Exempt	\$0
Taxable Total	\$316,010

ASSESSOR FORMS & ADDRESS CHANGE

ADDITIONAL PROPERTY INFORMATION

Zoning	R-MU-30	Neighborhood	Five Points
Subdivision	Case and Ebert's Addition to the City of Denver	Enterprise Zone	Not in Enterprise Zone
Individual Historic Landmark	No	Historic Landmark District	No
Floodplain Designation	X: AREA OF MINIMAL FLOOD HAZARD		

DOWNLOADABLE MAPS

Parcel Map	Quarter Section Map	Assessment Parcel Map Index	Quarter Section Map Index
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LAND DETAILS

LAND LINE #	LAND TYPE	CODE	CLASS	AREA SQFT	ACRES	APPRAISED VALUE
1	S - SQUARE FOOT	1	0200 - COMMERCIAL VACANT LAND	9,363	0.2149	\$1,170,400

IMPROVEMENT / BUILDING DETAILS

SUB-AREAS

OUTBUILDINGS & EXTRA FEATURES

No data to display

PERMIT DETAILS

No data to display

No data to display

SALE DETAILS

RECEPTION NUMBER	SALE DATE	SALE PRICE	INSTRUMENT	GRANTOR	GRANTEE
2010102042	09/10/2010	\$405,000	WD: WARRANTY	3232 LARIMER DEVELOPMENT CO	SON POWER LLC
2007112276	06/29/2007	\$350,000	WD: WARRANTY	VISION ACQUISITIONS LLC	3232 LARIMER DEVELOPMENT CO

PROPERTY TAXES FOR CURRENT YEAR

Current Year Taxes
Prior Year Mill Levy (2024) * *: **83.202**

Please click on additional information below to check for any delinquencies on this property/schedule number and for tax sale information.

	INSTALLMENT 1 (FEB 28 / FEB 29 IN LEAP YEARS)	INSTALLMENT 2 (JUN 15)	FULL PAYMENT (DUE APR 30)
Date Paid	01/17/2025	01/17/2025	01/17/2025
Original Tax Levy	\$10,867.43	\$10,867.43	\$21,734.86
Liens/Fees	\$0.00	\$0.00	\$0.00
Interest	\$0.00	\$0.00	\$0.00
Paid	\$10,867.43	\$10,867.43	\$21,734.86
Due	\$0.00	\$0.00	\$0.00

Before proceeding to make your tax payment, please be sure to copy or save your Schedule Number/Parcel ID Number. You will need it in order to process your payment.

Your schedule number is: **02263-13-025-000**

Pay This Tax Now

Note: The amount of interest shown, if any, is good through the end of this month. This information is not to be used in place of a Certificate of Taxes Due. Please call the Treasurer's Office for these at (720) 913-9300.

Liens/Fees amount displayed are good through the last day of February. Please be advised that paying the liens/fees after February will result in additional interest accrued on the parcel. Please contact 720-913-9300 to get the payoff amount for lien/fees.

ADDITIONAL INFORMATION

ACTUAL & ASSESSED VALUE - CURRENT & PRIOR VALUES

TAX DOCUMENTS

Tax Notices: -- Choose a file --



Data last updated: 11/11/2025

After Recording Return to:
Son Power, LLC, a Colorado limited liability company
2454 8th Street Unit C
Boulder, CO 80304

WARRANTY DEED

This Deed, made this 10th day of September, 2010

Between **3232 Larimer Development, a Colorado limited liability company who acquired title as 3232 Larimer Development Company, LLC** of the County **Denver**, State of **COLORADO**, grantor(s) and **Son Power, LLC, a Colorado limited liability company**, whose legal address is **2454 8th Street Unit C, Boulder, CO 80304** County of **Boulder**, and State of **COLORADO**, grantee.

WITNESS, That the grantor, for and in the consideration of the sum of **FOUR HUNDRED FIVE THOUSAND AND 00/100 DOLLARS (\$405,000.00)** the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, their heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of **Denver**, State of **COLORADO** described as follows:

Lots 8, 9, and 10,
Block 36,
Case & Eberts Addition to the City of Denver,

City and County of Denver,
State of Colorado.

Doc Fee \$ 40.50

also known by street and number as **3232 Larimer Street, Denver, CO 80205**

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

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature so ever, **except for taxes for the current year, a lien but not yet due and payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8.1 (Title Review) of the contract dated August 12, 2010, between the parties.**

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

SELLER:

3232 Larimer Development, a Colorado limited liability company who acquired title as 3232 Larimer Development Company, LLC

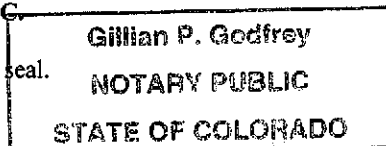
BY: Paul Karius, Manager

STATE OF COLORADO
COUNTY OF *Arapahoe* *Denver*

}ss:

The foregoing instrument was acknowledged, subscribed and sworn to before me this 10th day of September, 2010 by **Paul Karius, Manager of 3232 Larimer Development, a Colorado limited liability company who acquired title as 3232 Larimer Development Company, LLC**

Witness my hand and official seal.



My commission expires 06/10/2011

Notary Public
My Commission expires:

H0287594
HTC

**OPERATING AGREEMENT
FOR
SON POWER, LLC
A COLORADO LIMITED LIABILITY COMPANY**

This Operating Agreement is made and entered into as of July 30, 2010 by and among the undersigned parties, who are referred to herein as the "Members."

RECITALS

A. On July 30, 2010 the Members formed a limited liability company by filing its Articles of Organization pursuant to the Colorado Limited Liability Company Act, (the "Act").

B. The Members desire to adopt this Operating Agreement pursuant to the Articles of Organization; and

C. The Members each represent that they have sufficient right and authority, without breaching any provision of law or contract, to execute this Operating Agreement, and no Member is acting on behalf of any undisclosed or partially disclosed principal by such action.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants hereinafter set forth, the Members hereby agree as follows:

**ARTICLE 1
ORGANIZATION AND TERM**

1.1 Name. The name of the limited liability company shall be Son Power, LLC (the "Company").

1.2 Formation. The Members formed the Company pursuant to the provisions of the Act by filing the Articles of Organization of the Company with the Colorado Secretary of State on July 30, 2010. The rights and liabilities of the Members shall be as provided under the Act, the Articles of Organization and this Operating Agreement. The fact that the Articles of Organization are on file in the office of the Secretary of State, State of Colorado, shall constitute notice that the Company is a limited liability company. In order to maintain the Company as a limited liability company under the laws of the State of Colorado and to enable the Company to do business in the State of Colorado and any other jurisdiction where it is doing business, the Company shall from time to time take appropriate action, including the preparation and filing of such restatements of and amendments to the Articles of Organization and such other assumed name certificates, documents, instruments, and publications as may be required by law.

1.3 Term. The term of the Company shall be perpetual unless sooner dissolved pursuant

to the provisions of Article 10 herein or by agreement of the Members.

1.4 Purpose. The purpose of the Company is to acquire by purchase, own, develop, hold, deal in, mortgage, operate, manage, lease, sell, exchange, transfer, or in any manner whatever to dispose of certain real property, located at 3200 Larimer Street, Denver, Colorado (the "Property") and to do and perform all things necessary or incidental to or connected with or growing out of the aforesaid purpose.

1.5 Principal Place of Business. The principal place of business of the Company in Colorado shall be located at 2454 8th Street, Unit C, Boulder, CO 80304, or such other place or places within or without the State of Colorado as the Members may from time to time determine.

1.6 Other Instruments. Each Member hereby agrees to execute and deliver to the Company within five (5) days after receipt of a written request therefor, such other documents and instruments, statements of interest and holdings, designations, powers of attorney and other instruments and to take such other action as the Company deems necessary, useful or appropriate to comply with any laws, rules or regulations as may be necessary to enable the Company to fulfill its responsibilities under this Operating Agreement.

1.7 Original Members. The original Members and the shares of such Members are set forth below:

Jonathan Palmer	50%
Jack Palmer, Jr. and Andrea E. Palmer, as Tenants in Common	<u>50%</u>
Total	<u>100%</u>

Each one (1) percent of interest may be referred to in this Operating Agreement as a "Share", and a Member's ownership interest in the Company may be referred to as the Member's "Shares."

ARTICLE 2 **MEMBERS**

2.1 Annual Meeting. No annual meeting of the Members shall be required.

2.2 Special Meetings. Special meetings of the Members, may be called for any purpose or purposes, unless otherwise prescribed by statute, by any Manager.

2.3 Place, Date and Time of Meeting. The Manager at whose request the meeting is called may designate any place as the place of meeting, and may determine the date and time of the meeting. A waiver of notice signed by the Members may designate any place, date and time as the place, date and time for the holding of such meeting. Meetings of the Members may be held either within or without the State of Colorado. However, if no designation of the meeting place is made, the place of meeting shall be the principal place of business of the Company in the State of Colorado.

2.4 Notice of Meeting. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called (provided that other matters not described in such notice may also be discussed at such meeting), shall be delivered not less than five (5) days before the date of the meeting, by or at the direction of the Manager calling the meeting, to each Member entitled to vote at such meeting. Such notice shall either be delivered in person, by regular mail or shall be transmitted by telegram, telex, telecopy or facsimile. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at the Member's address as it appears on the books of the Company, with postage thereon prepaid. However if three successive letters mailed to the last known address of any Member are returned as undeliverable, no further notices to such Member shall be necessary until another address for such Member is made known to the Company. If notice is given by telegram, telex, telecopy or facsimile, such notice shall be deemed to be delivered when received by the Member.

2.5 Waiver of Notice. When any notice is required to be given to any Member under the provisions of this Operating Agreement, the Articles of Organization or the Act, a written waiver of notice signed by the person entitled to such notice, shall be equivalent to the giving of such notice. Such waiver shall be effective whether signed before or after the time for giving notice. By attending or participating in a regular or special meeting, a Member waives any required notice of such meeting unless the Member at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting.

2.6 Quorum. A majority of the Shares of the Company entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of Members. By attending or participating in a meeting, a Member waives any required notice of such meeting unless the Member, at the beginning of the meeting, objects to the holding of the meeting or the transaction of business at the meeting. If less than a majority of the Shares are represented at a meeting, a majority of the Shares so represented may adjourn the meeting from time to time, for a period not to exceed sixty (60) days at any one adjournment, without further notice, provided the time and place of the adjourned meeting are announced at the meeting at which the adjournment is taken. If the adjournment is for more than thirty days, or if after adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

2.7 Proxies. At all meetings of Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Managers before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

2.8 Voting of Shares. If a quorum is present, the affirmative vote of a majority of the Shares represented at the meeting and entitled to vote on the subject matter shall be the act of the

Members, unless the vote of a greater number is required by the Act, the Articles of Organization or this Operating Agreement. Each Share entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of Members. Fractional Shares shall be entitled to a corresponding fractional vote. In the event Shares are owned jointly by two or more persons, the first person listed as the co-owner in Section 1.7 above shall be the designated representative of such co-owners unless that designation is changed by written notice to the Company signed by all co-owners. The designated representative shall represent the co-owners of that Share in all matters concerning the Company, including, but not limited to, voting such shares.

2.9 Action by Members Without a Meeting. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by or on behalf of all Members. Such consents shall be delivered to the Managers for inclusion in the Company's records. Action taken under this section is effective when the signature by or on behalf of the Members has been placed on the consent, unless the consent specifies a different effective date. Written consent of the Members has the same force and effect as a vote of such Member at a properly called meeting of the Members, and may be stated as such in any document.

2.10 Transactions Between a Member and the Company. Except as otherwise provided by applicable law, any Member, whether or not a Manager, may, but shall not be obligated to, lend money to the Company, act as surety for the Company, and transact other business with the Company, and shall have the same rights and obligations to transact business with the Company as a person or entity who is not a Member.

2.11 Nonrestriction of Business Pursuits of Members. This Operating Agreement shall not preclude or limit in any respect the right of any Member, whether or not a Manager, to engage in or invest in any business activity of any nature or description, including those which may be the same as, or similar to, the Company's business and in direct competition therewith. Any such activity may be engaged in independently or with other Members. No Member shall have the right, by virtue of the Articles of Organization, this Operating Agreement or the relationship created hereby, to any interest in such other ventures or activities, or to the income or proceeds derived therefrom. The pursuit of such ventures, even if competitive with the business of the Company, shall not be deemed wrongful or improper and any Member shall have the right to participate in or to recommend to others any investment opportunity.

ARTICLE 3 **MANAGERS**

3.1 General Powers. Without limiting the Members' rights and powers under the Articles of Organization, this Operating Agreement, and the Act, the Members shall delegate all or part of the management of the Company's business to one or more Managers (individually a "Manager" and collectively the "Managers"), who shall be elected by the Members. Cumulative voting in the voting for Managers shall not be allowed. If a quorum is present, the affirmative vote of a majority of the Managers present at a meeting of the Managers shall be the act of the Managers. If there is more

than one Manager, each Manager is authorized to act for the Managers without the need for the concurrence or joinder of the other Managers. The Managers shall exercise ordinary business judgment in managing the Company's business. Managers shall have the authority to take the following actions:

- a. Execution of contracts (including listing or other agreements with real estate brokers) to purchase or sell real property, to purchase or sell the Property, including any amendments to such contracts as the Managers deem necessary in their sole discretion to consummate a purchase or sale of the Property.
- b. Execution of any loan documents necessary to obtain or assume a loan to purchase the Property, refinance an original purchase loan or any other loan, or to obtain any other financing for operations with respect to the Property (whether or not secured by liens on the Property), or release a lien on the Property as the Managers deem necessary including, but not limited to, a Promissory Note and Deed of Trust or similar instruments.
- c. Execution and delivery for recording of any documents necessary to consummate a purchase or sale of the Property.
- d. Execution of lease agreements for space on the Property including any amendments to a lease agreement, as the Managers deem necessary in their sole discretion to consummate such lease agreement.
- e. Execution of a Party Wall Agreement or Condominium Declarations and any related documents necessary to establish individual units intended for separate ownership with respect to the Property.
- f. Execution of Covenants, Conditions and Restrictions and any related or similar documents necessary to establish a uniform use, structure or appearance for the Property.
- g. Perform any construction and/or renovation related work with respect to the Property, and execute and deliver any agreements necessary to complete the construction and/or renovation work approved by the Managers.

3.2 Number, Tenure and Qualifications. The number of initial Managers shall be three (3) and the Members hereby elect Jonathan Palmer, Matthew K. Palmer and Jack Palmer, Jr. to be Managers. The number of Managers of the Company may be changed by resolution of the Members. Each Manager shall hold office until the next annual meeting of Members and until such Manager's successor shall have been elected and qualified or until the Manager's death, resignation, or removal becomes effective. Managers need not be Members of the Company.

3.3 Meetings. Special meetings of the Managers may be called by or at the request of any Manager. The person or persons calling the special meeting of the Managers may fix any place, date and time as the place, date and time for holding any special meeting of the Managers called by them.

Meetings of the Managers may be held either within or without the State of Colorado. However, if no designation of the meeting place is made, the place of meeting shall be the principal place of business of the Company in the State of Colorado.

3.4 Notice. Written notice of any meeting shall be given by the Manager calling the meeting to each Manager at least five (5) business days prior thereto, delivered personally or mailed to each Manager at the Manager's business address, or transmitted by telegram, telex, telecopy or facsimile. If mailed, such notice shall be deemed delivered when deposited in the United States mail addressed to the Manager at the last known address of the Manager, with postage thereon prepaid. However, if three successive letters mailed to the last known address of the Manager are returned as undeliverable, no further notices to such Manager shall be necessary until another address for such Manager is made known to the Company. If notice is given by telegram, telex, telecopy or facsimile, such notice shall be deemed delivered when received by the Manager. Neither the business to be transacted at, nor the purpose of, any meeting of the Managers need be specified in the Notice or Waiver of Notice of such meeting.

3.5 Waiver of Notice. When any notice is required to be given to any Manager of the Company under the provisions of the Act, the Articles of Organization or this Operating Agreement, a written waiver of notice signed by the person entitled to such notice, shall be equivalent to the giving of such notice. Such waiver of notice shall be effective whether signed before or after the time for giving notice. By attending or participating in a regular or special meeting, a Manager waives any required notice of such meeting unless the Manager, at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting.

3.6 Quorum. A majority of the number of Managers shall constitute a quorum for the transaction of business at any meeting of the Managers, but if less than such majority is present at a meeting, a majority of the Managers present may adjourn the meeting from time to time without further notice.

3.7 Action by Managers Without a Meeting. Any action required or permitted to be taken at a Manager's meeting may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Manager. Such Consents shall be retained by the Managers in the Company's records. Action taken under this section is effective when the signature by or on behalf of each Manager has been placed on the Consent, unless the Consent specifies a different effective date. Written consent of the Managers has the same force and effect as a vote of such Manager at a properly called meeting of the Managers, and may be stated as such in any document.

3.8 Vacancies. Any vacancy occurring in the position of a Manager may be filled by the affirmative vote of a majority of the remaining Managers though less than a quorum of the Managers, or may be filled by the affirmative vote of the Members. A Manager elected to fill a vacancy shall be elected for the unexpired term of such Manager's predecessor in office. Any position to be filled by reason of an increase in the number of Managers shall be filled by the affirmative vote of a majority of the Managers then in office, or by an election at an annual meeting

or at a special meeting of Members called for that purpose. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until the next annual meeting of Members and until the Manager's successor shall have been elected and qualified. A Manager properly elected by the Members shall serve to the exclusion of a Manager elected by the Managers for that same position.

3.9 Removal of Managers. At a meeting of the Members called expressly for that purpose, Managers may be removed in the manner provided in this section. All of the Managers or any lesser number may be removed, with or without cause, by a vote of the holders of a majority of the Shares then entitled to vote at an election of Managers. Should a Manager, who is also a Member of the Company, be removed, such Member will continue to participate in the Company as a Member and receive such Member's share of the Company's income, gains, losses, deductions, and credits.

ARTICLE 4 **OFFICERS**

4.1 Designation. There shall be no officers of the Company.

ARTICLE 5 **CONTRIBUTIONS, ALLOCATIONS AND DISTRIBUTIONS**

5.1 Capital Contributions. Capital contributions to the Company by the Members are as set forth on Exhibit "A" to this Operating Agreement. Capital contributions must be paid in full at the time this Operating Agreement is executed. No Member shall be liable for or required to pay any obligations of the Company. No Member shall be required to lend any funds to the Company or to pay any contributions, assessments or payments to the Company except capital contributions provided for in this Article 5; provided that a Member may be required to repay its capital contribution to the Company as provided in Article 7.

5.2 Capital Accounts. A separate capital account shall be maintained for each Member in accordance with Section 1.704-1(b)(2)(iv) of the regulations ("Regulations") promulgated under the Internal Revenue Code of 1986, as amended ("Code"), which shall show the Member's interest in the capital of the Company. Each Member's interest in the capital of the Company as reflected in the Member's capital account shall equal the Member's original contribution to capital, except that each Member's capital account shall increase or decrease as set forth in this Section 5.2

- a. A Member's capital account shall be increased for the following:
 - (i) Additional contributions to capital made by the Member with the consent of the other Members; and
 - (ii) The Member's share of Company profits.

- b. A Member's capital account shall be decreased for the following:
 - (i) The amount of money distributed to the Member by the Company;
 - (ii) The fair market value of any property distributed to the Member by the Company net of any encumbrances upon such distributed property that such Member is considered to assume or take subject to under Section 752 of the Code; and
 - (iii) The Member's share of Company losses.

5.3 Interest of a Member. Except as set forth in this Operating Agreement, a Member's interest in the Company shall be determined by the Member's capital contribution. The Members hereby agree that ownership of an interest in the Company shall entitle the Member possessing such interest:

- a. To vote on matters on which the Members may vote under the Articles of Organization, this Operating Agreement and the Act; and
- b. To a share of the Company's income, gains, losses, deductions, and credits based on relative ownership interests herein.

Each Member hereby agrees that the Member's interest in the Company shall for all purposes be deemed a personal interest and shall not be deemed realty or any interest in the Company's real or personal property or assets of any kind.

5.4 Withdrawals and Interest. No Member shall have the right to:

- a. withdraw the Member's capital contribution;
- b. receive any return or interest on any portion of the Member's capital contribution except as otherwise provided herein;
- c. require the Company or any other Member to purchase or otherwise acquire all or part of the Member's percentage of interest of the Company; or
- d. withdraw from the Company except by transfer of its percentage of interest of the Company to another party or upon the dissolution of the Company.

5.5 Tax Allocations. The income, expenses, profits and losses of the Company shall be allocated to the Members in accordance with Section 5.2, except as set forth in this Section 5.5.

- a. Notwithstanding anything to the contrary in this Operating Agreement, no allocation shall be made to a Member which would cause such Member to have a deficit balance in

such Member's capital account. If the limitation contained in the preceding sentence would apply to cause an item of loss or deduction to be unavailable for allocation to all Members, then such item of loss or deduction shall be allocated between or among the Members in accordance with the Members' respective interests in the Company within the meaning of Section 1.704-1(b)(3) of the Regulations.

b. Notwithstanding anything to the contrary in this Operating Agreement, any items of loss and deduction and any and all expenditures described in Section 705(a)(2)(B) of the Code that are attributable to Member Nonrecourse Debt (as that term is defined in Section 1.704(b)-2(b)(4) of the Regulations), shall be allocated to the Member that bears the Economic Risk of Loss (as that term is defined in Section 1.752-2(b)-(j) of the Regulations) for such Member Nonrecourse Debt. If more than one Member bears such Economic Risk of Loss, these items of loss, deduction and expenditures shall be allocated between such Members in accordance with the ratios in which they share such Economic Risk of Loss.

c. Except to the extent provided in Section 1.704-2(f)(2) through 1.704-2(f)(5) of the Regulations, if there is for any fiscal year of the Company, a net decrease in Company Minimum Gain (as that term is defined in Section 1.704-2(b)(2) of the Regulations), there shall be allocated to each Member, before any other allocation pursuant to Section 5.2, items of income and gain for such year equal to such Member's share of the net decrease in Company Minimum Gain. A Member's share of the net decrease in Company Minimum Gain is the amount of such total net decrease multiplied by the Member's percentage share of the Company's minimum gain at the end of the immediately preceding taxable year, determined in accordance with Section 1.704-2(g)(1) of the Regulations. Items of income and gain to be allocated pursuant to the foregoing provisions shall consist first of gains recognized from the disposition of items of Company property subject to Nonrecourse liabilities of the Company, and then of a pro rata portion of the other items of Company income and gain for that year.

d. In the case of Section 704(c) Property (as defined herein), gain or loss shall be allocated in accordance with the requirements of Section 704(c) of the Code and the Regulations, and such other provisions of the Code and Regulations as govern the treatment of Section 704(c) Property. Any tax gain or loss in excess of the amount allocated pursuant to the preceding sentence shall be allocated among all the Members in the same ratio that all non-tax gain or loss is allocated pursuant to Section 5.2 of this Operating Agreement. However, in the event that there is no non-tax gain or loss, then any tax gain or loss in excess of the amount allocated pursuant to the preceding sentence shall be allocated among the Members in accordance with Section 1.704-1(b)(3) of the Regulations. For purposes of this Operating Agreement, Section 704(c) Property shall be each item of property contributed to the Company to which Section 704(c) of the Code or Section 1.704-1(b)(2)(iv)(d) of the Regulations applies.

ARTICLE 6

FISCAL YEAR, BOOKS AND RECORDS

6.1 Books of Account and Records. The Company shall keep or cause to be kept, full and accurate books of account, in accordance with generally accepted accounting principles applied on a consistent basis as determined in the sole and exclusive discretion of the Company. Such books of account shall fully and accurately reflect the transactions of the Company and shall be kept for such time as required by applicable law. Such books and records shall be maintained at the principal place of business located in the State of Colorado.

6.2 Inspection. All documents required to be maintained at the Company's principal office, as well as true and full information regarding the state of the Company's business, financial condition and other information regarding the affairs of the Company as is just and reasonable, shall be made available upon reasonable notice during normal business hours for inspection, copying or audit by a certified public accountant at the request and expense of any Member.

6.3 Fiscal Year. The fiscal year of the Company shall end on December 31 in each year except that the first year of the Company shall be that period (even if less than twelve months) beginning on the date of filing the Articles of Organization and ending on the next following December 31 and the final year of the Company shall be that period beginning on the first day of such year and ending on the date of cancellation of the Articles of Organization.

ARTICLE 7

MEMBERS' LIABILITY AND INDEMNITY

7.1 Members.

- a. No Member, whether or not a Manager, shall be liable for the debts, liabilities, contracts or other obligations of the Company. A Member shall have no liability to any other Member and/or the Company when acting pursuant to its authority granted pursuant to the Articles of Organization and/or this Operating Agreement except to the extent such Member's acts or omissions constituted willful misconduct or gross negligence of such Member. Additionally, a Member shall be liable to the Company for any difference between its capital contribution actually paid in and the amount thereof as stated in the Articles of Organization or this Operating Agreement.
- b. A Member shall hold as trustee of the Company:
 - (i) specific property stated in the Articles of Organization or this Operating Agreement as contributed by it as capital to the Company, but which was not contributed or which has been wrongfully or erroneously returned as return of its capital contribution; and
 - (ii) money or other property wrongfully paid or conveyed to it as a return of its capital contribution.

- c. When a Member has rightfully received the return in whole or in part of its capital contribution, it is nevertheless liable to the Company for any sum, not in excess of such return with interest, necessary to discharge the liabilities of the Company to those creditors who extended credit or whose claims arose before such return. Any liability of a Member to the other Members and/or the Company can be waived or compromised pursuant to a vote by the Members. A Member who is subject to an obligation to repay capital to the Company as required by the Articles of Organization or this Operating Agreement, must make such repayment on demand by the Company. No Member shall be liable to the Company, its creditors or any other Member with respect to any amounts paid to such Member as profit sharing, loan repayment, interest, salary, wage, rental, royalty, fee or payment for value given which is not paid to such Member as a return of such Member's capital contribution.

7.2 Managers.

- a. Any party acting as a Manager shall not be liable to the Members and/or the Company for any expenses, damages, losses, claims and/or other liabilities of any kind except to the extent such party's acts or omissions in its performance on behalf of the Company constituted willful misconduct or gross negligence. The termination, compromise, settlement or other disposition of any action, suit or proceeding by judgment or order to settle shall not create a presumption that the Manager did not act in good faith and in a manner which it reasonably believed to be in or not opposed to the best interest of the Company. If there is more than one Manager, one Manager shall not be liable for the acts or omissions of any other Manager.
- b. The Managers do not in any way guarantee the return of any Member's capital contribution or a profit for the Members from the Company's business. The Managers shall incur no liability to the Company or to any of the Members as a result of engaging in any other business or venture regardless of whether such other business or venture competes with the Company or whether the Manager is active in the management of Company nor shall any of the Members have any rights by virtue of the Articles of Organization, this Operating Agreement or any applicable law in or to the other business ventures of the Managers or to the income, gains, losses, deductions and credits derived therefrom by the Managers.

7.3 Force Majeure. Notwithstanding anything in this Operating Agreement to the contrary, a Member, whether or not a Manager, shall not be liable (except for such Member's obligations to contribute or return its capital contributions under this Operating Agreement) for any loss or damage to Company property or operations caused by the Member's failure to carry out any of the provisions of the Articles of Organization and/or this Operating Agreement as a result of foreseeable or unforeseeable acts of God or incidents resulting from outside forces, whether or not beyond the control of such Member, such as strikes, labor troubles, riots, fires, weather, floods, acts of a public enemy, insurrections, breakdown or failure of machinery, acts, omissions or delays of governmental authorities, and governmental laws, rules, regulations or orders.

ARTICLE 8

ADDITIONAL MEMBERS AND UNITS

8.1 **Additional Shares.** By approval of the Members possessing a majority of the Shares, the Company may issue additional shares by sale or other issuance to existing Members or other persons or entities (separately and together, "Additional Members") upon such conditions and for such consideration as the Members may determine. Any such sale or other issuance of Company Shares shall be made in accordance with the Articles of Organization and this Operating Agreement. As a condition to such issuance, Additional Members acquiring such Shares shall execute the Articles of Organization (in the form of an amendment to such agreement), this Operating Agreement and all other documents and instruments as the Company may require and shall become Members as regards such Shares upon the effective date the certificates for such additional shares are issued. The legal fees and costs associated with the preparation and execution of all documents necessary to effectuate such admission shall be borne by the Company.

8.2 **Allocations.** Additional shares shall not be entitled to any retroactive allocation of the Company's income, gains, losses, deductions, credits, or other matters of any kind; provided that additional shares shall be entitled to their respective share of the Company's income, gains, losses, deductions, credits and other matters of any kind arising under contracts entered into before the effective date of the issuance of any additional shares to the extent that such income, gains, losses, deductions, credits and other matters of any kind arise after such effective date.

ARTICLE 9

TRANSFERS

9.1 **Transfer Restrictions.** Each Member hereby agrees that no part of the Member's Shares is transferable except as provided in this Article 9. Any transfer which does not comply with the provisions of this Article 9 shall be void ab initio. The term "transfer" as used herein shall encompass any disposition of a legal or equitable interest in the Member's Shares, including but not limited to a sale, assignment, gift, conveyance, encumbrance, mortgage or similar transaction.

9.2 **Death of Member.** In the event of the death of a Member, the deceased Member's Shares shall be distributed to the heirs of the deceased Member (subject to the law governing joint ownership of Shares. The estate of the deceased Member shall be liable for any of such deceased Member's liabilities and obligations as a Member. Each person or entity who acquires all or part of the deceased Member's Shares either by devise or inheritance shall be deemed to be the transferee of such Shares. Each person or entity who acquires all or part of the deceased Member's Shares in the Company shall be admitted as a voting Member of the Company upon such transferee agreeing in writing to be bound by the terms of this Agreement. Such new Member takes the Shares of the deceased Member subject to all liabilities of such deceased Member to the Company. Upon the new Member agreeing in writing to be bound by the terms of this Agreement, the estate of the deceased Member shall be released of all liability to the Company.

9.3 Successors and Assigns. This Operating Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

ARTICLE 10

DISSOLUTION AND WINDUP

10.1 Wind-up and Reformation. Upon the happening of an event requiring its dissolution, the Company shall promptly commence to wind-up its affairs and sell all Company assets. No further business shall be done in the Company name, except the completion of incomplete transactions and the taking of such action as shall be necessary to wind-up the Company's affairs and to effect such sale and liquidation. The Company shall be liquidated and terminated in accordance with this Article.

10.2 Authority to Wind-up. In the event that winding-up is required hereunder, the winding-up activities shall be managed by the Managers to the complete exclusion of other Members. If there is no Manager at any time during the wind-up period, the Members shall promptly elect a Manager(s) under the terms of Article 3 of this Operating Agreement or any Member may obtain a winding-up decree by a court of competent jurisdiction.

10.3 Liquidation and Distribution. In the event that the Company business is required to be wound-up without continuation under this Article, the Company will begin liquidating its property and assets. Such sales shall proceed as rapidly as ordinary business practices and business circumstances will permit in the markets wherein such asset are to be sold with a view toward achieving a commercially reasonable sale for the reasonable value of the assets as opposed to distress value therefor. The Manager(s) winding-up the Company's affairs shall retain sufficient assets to meet anticipated wind-up expenditure requirements during the winding-up activities. The Manager winding-up the Company's affairs shall distribute the proceeds of such liquidation in the following order of priority:

- a. to pay and provide for the payment of debts, liabilities and obligations of the Company owed to creditors, including Members who are creditors, in the order of priority as provided by law, other than liabilities to Members on account of their Capital Contributions;
- b. to establish reserves as the Manager(s) winding-up the Company business may deem reasonably necessary for any contingent or unforeseen liabilities of the Company; provided that any such reserve may be paid over by such Manager(s) to a reasonably reliable and experienced person or entity not an affiliate of any Member, in escrow, to be held by such person or entity (or any designated successor thereof) for the purposes of paying any debts and liabilities or obligations;
- c. at the expiration of such period as the Manager(s) winding-up the Company's business shall provide, to distribute the balance thereafter remaining, in the manner hereinafter provided, to the payment of amounts due to Members in respect of their

share of the Company's profits and other gains; and

- d. to the repayment on a Share basis of the Member's capital contributions; and
- e. payment to the Members according to their capital account balances. All distributions to Members made pursuant to this Section 10.3(e) shall first be made according to positive Member capital account balances and thereafter allocated to the Members on a pro rata basis according to their respective Shares.

All Company income, profits, gains, losses, deductions and credits prior to liquidation shall be allocated to the Member capital accounts. Any unpaid obligations owed by any Member to the Company at the time of the distribution shall be deemed to have been collected by the Company by set-off up to the full amount thereof against the earliest amounts that are to be paid (including loans and advancements) or distributed to such Member. Amounts held back shall then be allocated to the Member Accounts of all the other Members.

10.4 Termination. Upon completion of the distribution of the Company's Property as provided in this Article, the Company shall be terminated, and the Manager(s) winding-up the Company business (and the Members if, necessary) shall take all such other actions as may be necessary to terminate the Company.

10.5 Claims of the Members. The Members shall look solely to the Company's property and assets for the return of their capital contributions, and if the assets of the Company remaining after payment or discharge of the debts or liabilities of the Company are insufficient to return such capital contribution, the Members shall have no recourse against the Company or any other Member.

10.6 Liability on Wrongful Dissolution or Continuance of Business. Any Member that wrongfully causes the Company to dissolve or to continue its business without proper wind-up, liquidation and termination shall be liable to each other Member who does not consent thereto for any damages (exclusive of consequential damages) resulting from such wrongful dissolution and for any losses sustained by the Company during the period when the business was wrongfully continued, offset by each Member's share of the income and profits earned during the period of such wrongful continuance. The provisions of this Section shall apply to all business continuances after dissolution, unless the Members affected thereby otherwise agree.

ARTICLE 11 **AMENDMENTS**

11.1 Amendments by Members. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of voting on the amendment. Approval of an amendment to this Operating Agreement shall require the affirmative vote by or on behalf of all Members.

ARTICLE 12

GOVERNING LAW AND INTERPRETATION

12.1 Governing Law. This Operating Agreement shall be deemed to be made under and shall be construed in accordance with the laws of the State of Colorado.

12.2 Severability. If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement shall not be affected and the application of such effected provision shall be enforced to the greatest extent permitted by law.

12.3 Headings. All section or subsection titles or captions contained in this Operating Agreement are for convenience only and shall not be deemed part of the context of this Operating Agreement.

12.4 Plurals and Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

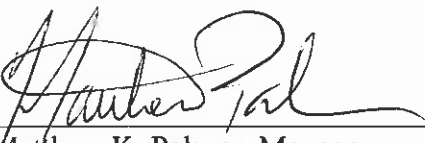
ARTICLE 13 **ENTIRE AGREEMENT**

The Articles of Organization and this Operating Agreement contain the entire understanding between and among the Members and supersede any prior understandings and agreements between and among them respecting the subjects of the Articles of Organization and this Operating Agreement. If any of the matters covered by this Operating Agreement were performed or commenced by the Members prior to their execution of this Operating Agreement, this Operating Agreement shall be deemed to govern such prior actions as if it were executed by the Members prior to such actions being undertaken.

ARTICLE 14 **COUNTERPART EXECUTION**

This Operating Agreement may be executed in counterparts, all of which taken together shall be deemed one original. Each Member shall become bound by this Operating Agreement immediately upon such Member's execution hereof and independently of the execution hereof by any other Member.

This Operating Agreement is executed as of the date first above mentioned.


Matthew K. Palmer, Manager


Jonathan Palmer, Member and Manager

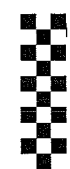
Jack Palmer, Jr., Member and Manager

Andrea E. Palmer, Member

EXHIBIT "A"

CAPITAL CONTRIBUTIONS OF MEMBERS

Member Name	Amount of Contribution
Jonathan Palmer	50% of the funds necessary to purchase the real property known as 3200 Larimer Street, Denver, Colorado (with its attendant personal property), as reflected on the Purchaser's Settlement Statement executed on the purchase of such property
Jack Palmer, Jr. and Andrea E. Palmer, as Tenants in Common	50% of the funds necessary to purchase the real property known as 3200 Larimer Street, Denver, Colorado (with its attendant personal property), as reflected on the Purchaser's Settlement Statement executed on the purchase of such property



Agreement.

12.4 Plurals and Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

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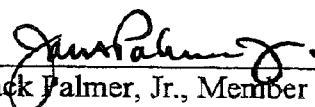
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COUNTERPART EXECUTION

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This Operating Agreement is executed as of the date first above mentioned.

Matthew K. Palmer, Manager

Jonathan Palmer, Member and Manager



Jack Palmer, Jr., Member and Manager



Andrea E. Palmer, Member

operations Agreement for Son Power LLC

November 17, 2025

Community Planning and Development
City and County of Denver

To whom it may concern:

This letter serves as authorization for MonteLago LLC and its co-owners, Alexandra Hansen and Will Lake, to act on behalf of and represent me and SON POWER LLC, the property owner, for the purpose of submitting and processing the re-zoning application for the property located at 3232 Larimer St., Denver, CO 80205.

Sincerely,

A handwritten signature in black ink, appearing to read "Jack Palmer Jr.", followed by a period.

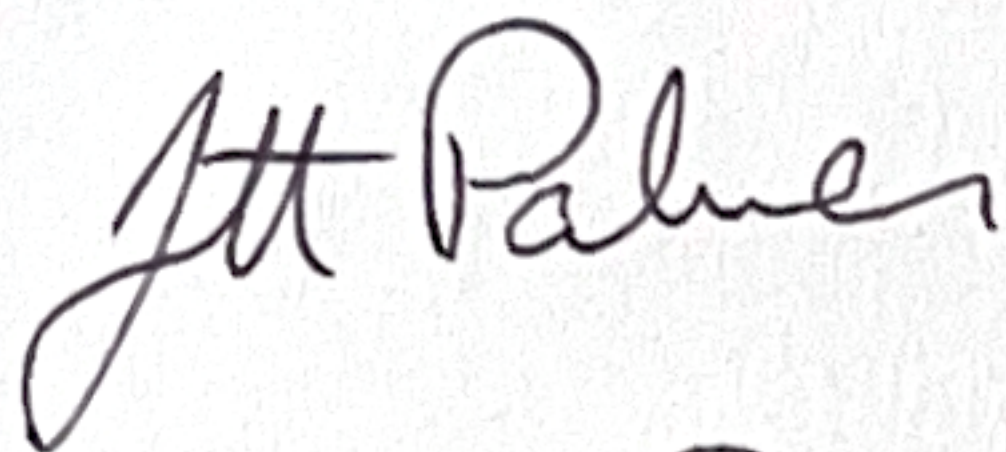
Jack A. Palmer Jr.
(Authorized Representative and Co-owner of SON POWER LLC.)

November 14, 2025

To: Community Planning & Development, City and County of Denver

This letter serves as authorization for MonteLago LLC and its co-owners, Alexandra Hansen and Will Lake, to act on behalf of and represent me and SON POWER LLC, the property owner, for the purpose of submitting and processing the rezoning application for the property located at 3232 Larimer St, Denver, CO 80205.

Sincerely,

A handwritten signature in cursive script that reads "Jtt Palmer".

Jonathan Palmer

PRINT NAME (Authorized Representative and Co-Owner of SON POWER LLC)

EXHIBIT A
LEGAL DESCRIPTION
PAGE 1 OF 1

ALL THAT REAL PROPERTY DESCRIBED AND CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED SEPTEMBER 10, 2010 AT RECEPTION No. 2010102042, LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**ALL OF LOTS 8, 9, AND 10,
BLOCK 36,
CASE AND EBERTS ADDITION TO THE CITY OF DENVER,
CITY AND COUNTY OF DENVER, STATE OF COLORADO.**

ALSO KNOWN AS 3232 LARIMER STREET, DENVER, CO 80205

CONTAINING 9,382 SQUARE FEET OR 0.215 ACRES OF LAND, MORE OR LESS.

Frank M. Zwolinski, P.L.S.
Colorado License No. 38060
For and on behalf of Power Surveying Company, Inc.
6911 Broadway
Denver, CO 80221
(303) 702-1617