



Zone Map Amendment (Rezoning) - Application

PROPERTY OWNER INFORMATION*		PROPERTY OWNER(S) REPRESENTATIVE**	
<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION		<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION	
<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR FEE PAYMENT***		<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR FEE PAYMENT***	
Property Owner Name		Representative Name	
Address		Address	
City, State, Zip		City, State, Zip	
Telephone		Telephone	
Email		Email	
*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):			
Assessor's Parcel Numbers:			
Area in Acres or Square Feet:			
Current Zone District(s):			
PROPOSAL			
Proposed Zone District:			
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?		<input type="checkbox"/> Yes - State the contact name & meeting date _____ <input type="checkbox"/> No - Describe why not (in outreach attachment, see bottom of p. 3)	
Did you contact the City Council District Office regarding this application ?		<input type="checkbox"/> Yes - if yes, state date and method _____ <input type="checkbox"/> No - if no, describe why not (in outreach attachment, see bottom of p. 3)	

REZONING REVIEW CRITERIA (ACKNOWLEDGE EACH SECTION)	
<p>General Review Criteria DZC Sec. 12.4.10.7.A</p> <p>Check box to affirm and include sections in the review criteria narrative attachment</p>	<p><input type="checkbox"/> Consistency with Adopted Plans: The proposed official map amendment is consistent with the City's adopted plans, or the proposed rezoning is necessary to provide land for a community need that was not anticipated at the time of adoption of the City's Plan.</p> <p>Please provide 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 subsection.</p> <p>1. Denver Comprehensive Plan 2040</p> <p>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.</p> <p>2. Blueprint Denver</p> <p>In this section of the attachment, describe how the proposed map amendment is consistent with: a) the neighborhood context, b) the future place type, c) the growth strategy, d) adjacent street types, e) plan policies and strategies, and f) equity concepts contained in <i>Blueprint Denver</i>.</p> <p>3. Neighborhood/ Small Area Plan and Other Plans (List all from pre-application meeting, if applicable):</p> <hr/>
<p>General Review Criteria: DZC Sec. 12.4.10.7. B & C</p> <p>Check boxes to the right to affirm and include a section in the review criteria for Public Health, Safety and General Welfare narrative attachment.</p>	<p><input type="checkbox"/> Uniformity of District Regulations and Restrictions: The proposed official map amendment results in regulations and restrictions that are uniform for each kind of building throughout each district having the same classification and bearing the same symbol or designation on the official map, but the regulations in one district may differ from those in other districts.</p> <p><input type="checkbox"/> Public Health, Safety and General Welfare: The proposed official map amendment furthers the public health, safety, and general welfare of the City.</p> <p>In the review criteria narrative attachment, please provide an additional section describing how the requested rezoning furthers the public health, safety and general welfare of the City.</p>
<p>Review Criteria for Non-Legislative Rezoning: DZC Sec. 12.4.10.8</p> <p>For Justifying Circumstances, check box and include a section in the review criteria narrative attachment.</p> <p>For Neighborhood Context, Purpose and Intent, check box and include a section in the review criteria narrative attachment.</p>	<p>Justifying Circumstances - One of the following circumstances exists:</p> <p><input type="checkbox"/> The existing zoning of the land was the result of an error;</p> <p><input type="checkbox"/> The existing zoning of the land was based on a mistake of fact;</p> <p><input type="checkbox"/> The existing zoning of the land failed to take into account the constraints of development created by the natural characteristics of the land, including, but not limited to , steep slopes, floodplain, unstable soils, and inadequate drainage;</p> <p><input type="checkbox"/> Since the date of the approval of the existing Zone District, there has been a change to such a degree that the proposed rezoning is in the public interest. Such change may include:</p> <p style="padding-left: 20px;">a. Changed or changing conditions in a particular area, or in the city generally; or,</p> <p style="padding-left: 20px;">b. A City adopted plan; or</p> <p style="padding-left: 20px;">c. That the City adopted the Denver Zoning Code and the property retained Former Chapter 59 zoning.</p> <p><input type="checkbox"/> It is in the public interest to encourage a departure from the existing zoning through application of supplemental zoning regulations that are consistent with the intent and purpose of, and meet the specific criteria stated in, Article 9, Division 9.4 (overlay Zone Districts) of this Code.</p> <p>In the review criteria narrative attachment, please provide an additional section describing the selected justifying circumstance. If the changing conditions circumstance is selected, describe changes since the site was last zoned. Contact your pre-application case manager if you have questions.</p> <p><input type="checkbox"/> The proposed official map amendment is consistent with the description of the applicable neighborhood context, and with the stated purpose and intent of the proposed Zone District.</p> <p>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.</p>

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.


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)
- Outreach documentation attachment(s).** Please describe any community outreach to City Council district office(s), Registered Neighborhood Organizations (RNOs) and surrounding neighbors. If outreach was via email- please include email chain. If the outreach was conducted by telephone or meeting, please include contact date(s), names and a description of feedback received. If you have not reached out to the City Council district office, please explain why not. (optional - encouraged)
- 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.)
- Other Attachments.** Please describe below.

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
3625-2635 WEST 10H AVENUE TRUST	90 W 84TH AVE Denver, CO 80260 vince.tbe@hotmail.com	100%		02.10.23		<input type="checkbox"/>

30 November 2022

M.O.D.
2060 Hoyt Street
Lakewood, CO 80215

RE: 1085 North Lowell Boulevard - Rezoning Review Criteria Narrative
Rezoning request from the existing E-SU-D1X to U-RH-3A

General Review Criteria DZC Sec. 12.4.10.7.A

Denver Comprehensive Plan 2040

The requested zoning is in line with this adopted plan as it meets the intent of the following goals of the adopted building plan:

Equitable, Affordable and Inclusive; Goal 2, Strategy A

Creates a greater mix of housing options in the neighborhood for individuals and families. The rezone will allow for multiple building forms and different size of units to be constructed relative the current zoning of only a single family residence.

Strong and Authentic Neighborhoods; Goal 1, Strategy B

Ensure neighborhoods offer a mix of housing types. We will be offering different scaled and programs within units and unit types with this rezone. It will allow different prices points for buyers.

Environmentally Resilient Goal 8; Strategy A

Promote infill development where infrastructure and series are already in place. We have the light rail directly to the north of this lot and a rail stop within 1 block.

Blueprint Denver

Future Neighborhood Context Map

The site falls within the desired Urban context. This context is identified as small multi-unit residential and low-intensity mixed-use buildings which are typically embedded in single-unit and two-unit residential areas. Block patterns are a regular grid with consistent alley access. Where multi-unit buildings occur, they are low-scale.

Future Places Type Map

The site falls within the desired low-medium context per this map which is a mix of mid-scale multi-unit residential options. Our proposed zoning will allow multi-unit structures compared to the existing single unit use/district.

Growth Area Strategy Map

The site falls within the growth area. The proposed rezoning will allow for a greater density in general however.

Future Street Type Map

10th Avenue to the south is designated as a collector (as it is existing as well). We see most traffic coming from the south, 10th Avenue to our site. The rail will then hopefully be engaged as well to the north.

West Area Plan

The West Area Plan has recently been adopted.. The West Area Plan promotes a low-medium density for this particular area. The definition according to this plan of Low-Medium would be mix of low-to mid-scale multi-unit residential building forms. This area is currently a mix of single family, duplex, and row home uses. We'd like to promote the current trend of row home use along the 10th Avenue corridor similar to the adjacent busier street scapes.

General Review Criteria: DZC Sec. 12.4.10.7. B & C

Public Health, Safety and General Welfare

The proposed official map amendment furthers the public health, safety, and general welfare of the City by providing an opportunity for new construction which will be built to higher building and code standards relative to the existing structure on the lot. A more dense zoning would allow the opportunity to develop new safer, well built products for buyers. A new development on the lot would also provide Right Of Way improvements off of the busy 10th Avenue to the south. This would promote safer bike and pedestrian flow in general to the south. The new alley improvements would encourage safer sight triangles for entering and existing the alleyway.

Uniformity of District Regulations - U-RH-3A

The intent of the U-RH-3A district is to promote and protect residential neighborhoods within the character of the Urban Neighborhood Context. This district allows for multi-unit structures while also maintaining the overall image and character of the residential neighborhood. Our proposed Row Homes will be consistent with the intent of the district regulations by offering Single Family Housing with 2.5-3 stories while also providing the narrow part of the building/unit

orients towards the street. Garages and parking are also loaded from the alley rather than from the primary street.

DZC Sec. 12.4.10.8

Justifying Circumstances

The recent adoption of the West Area Plan justifies our intent of a U-RH-3A rezone. The rezone would allow for a more in line development opportunity and scale that fits within the West Area Plan's desire to have low-to-medium housing in this particular area. The current zoning only allows for single family use and building forms. The Row Home building form would allow for more dense units along 10th Avenue and the busier corridor which is also laid out in the West Area Plan.

Neighborhood Context


The proposed rezone of a RH district is in line with direct neighborhood context to the east 1 block. The entire north side of the rail is also multi unit districts ranging from 5 story buildings to row homes as well.

February 23, 2023

To Whom it May Concern:

Matthew Sanchez is the sole member of 3625-3635 WEST 10TH AVENUE TRUST. Matthew Sanchez is authorized to make all decisions for 3625-3635 WEST 10TH AVENUE TRUST as well as sign on behalf of 3625-3635 WEST 10TH AVENUE TRUST.

Additionally, Matthew Sanchez on behalf of 3625-3635 WEST 10TH AVENUE TRUST gives authorization to Nick Young to represent 3625-3635 WEST 10TH AVENUE TRUST for formal rezoning of the property 3625-3635 W 10th Ave.

X 
Matthew Sanchez (Feb 23, 2023 14:17 MST)

WHEN RECORDED RETURN TO:
3625-3635 West 10th Avenue Trust
90 W 84th Ave.
Denver, CO 80260



First American

File Number: 3751712H

WARRANTY DEED

THIS DEED, Made this 8th day of July, 2021, between **Western Properties, LLC** a limited liability company duly organized and existing under and by virtue of the laws of the State of Colorado, grantor, and **3625-3635 West 10th Avenue Trust** whose legal address is 90 W 84th Ave., Denver, CO 80260 of the County of Denver and State of Colorado, grantee:

WITNESSETH, That the grantor, for and in consideration of the sum of **SIX HUNDRED EIGHTY SEVEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$687,750.00)**, 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, his heirs, successors and assigns forever, not in tenancy in common but in joint tenancy, 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 NUMBERED TWENTY TWO (22) TO TWENTY FOUR (24), BLOCK NUMBERED SIXTEEN (16), WEST VILLA PARK, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

also known by street and number as: **3625-3635 West 10th Avenue, Denver, CO 80204**

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining and the reversion and remainders, rents, issues and profits thereof; and all the estate, right, 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 the said premises above bargained and described, with the appurtenances, unto the said 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 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 or nature soever, and except general taxes for the current year and subsequent years, and subject to statutory exceptions.

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.

TRUST AGREEMENT

Trust Agreement made this 15 day of June, 2021 by between West 10th LLC whose address is 90 West 84th Avenue, Thornton, CO 80260,

As Grantor(s)/Settlor(s) and Beneficiaries, (hereinafter collectively referred to as the "Beneficiaries"), and

Matthew D Sanchez whose address is 90 West 84th Avenue, Thornton, CO 80260

as Trustee of the trust created hereby, (hereinafter referred to as the "Trustee", which designation shall include all successor trustees).

Whereas, the Beneficiaries are about to convey or cause to be conveyed in the near future certain real property to the Trustee, and the Trustee has agreed to accept such conveyance and hold the real property as a fiduciary in trust for the Beneficiaries under the terms and conditions set forth below.

Now, Therefore, the parties hereby agree as follows:

1. Declaration of Trust. The trust created by the settlors herein shall be known as "**3625-3635 West 10th Avenue Trust**" (hereinafter referred to as the "Trust").

2. Trust Property. The corpus of the trust will be real property (hereinafter referred to as the "Trust Property") that the Beneficiaries will convey or cause to be conveyed fee simple absolute by deed. Said property is described in the attached Exhibit "A." The Trustee shall hold full legal and equitable title to said property, in trust, only for the use and purpose stated under the terms of this Agreement and any valid addendum hereto duly executed by the parties. If permissible in the state in which the real property sits, title shall be held in the name of the Trust itself, to wit: "**3625-3635 West 10th Avenue Trust**," otherwise, the Trustee shall hold title in his or her name "an individual, as Trustee, and not personally, of "**3625-3635 West 10th Avenue Trust**."

3. Trust Purpose. The objects and purposes of this Trust shall be to hold full legal and equitable title to the Trust Property until its sale, disposition or liquidation, or until the trust is terminated or expires by its own terms and/or as a matter of law. The Trustee shall not undertake any activity that is not strictly necessary to the achievement of the foregoing objects and purposes, nor shall the Trustee transact business within the meaning of applicable state law, or any other law, nor shall this Agreement be deemed to be, or create or evidence the existence of a corporation, de facto or de jure, or a Massachusetts Trust, or any other type of business trust, or an association in the nature of a corporation, or a co-partnership or joint venture, limited liability company, or similar

limited liability association by or between the Trustee and the Beneficiaries, or by or between the Beneficiaries.

4. Consideration. The Trustee has paid no consideration for the conveyance of real property described herein. The conveyance will be accepted and held by the Trustee subject to all existing liens, encumbrances, easements, restrictions or other clouds or claims against the title thereto, whether the same are of record or otherwise. The property will be held on the trusts, terms and conditions and for the purposes hereinafter set forth, until the whole of the trust estate is conveyed, free of this trust, as hereinafter provided.

5. Rights and Duties of the Beneficiaries. The persons and/or entities named in the attached Exhibit "B" (including their heirs, assigns or successors) hereof are the Beneficiaries of this Trust, and as such, shall be entitled to all of the earnings, avails and proceeds of the Trust Property according to their interests set opposite their respective names. No Beneficiary shall have any legal or equitable right, title or interest, as realty, in or to any real estate held in trust under this Agreement, or the right to require partition of that real estate, but shall have only the rights, as personally, set out below, and the death of a Beneficiary shall not terminate this Trust or in any manner affect the powers of the Trustee.

The interests of the Beneficiaries shall consist solely of the following rights respecting the Trust Property:

- a. The right to direct the Trustee to convey or otherwise deal with the title to the Trust Property as hereinafter set out.
- b. The right to participate in the management and control the Trust Property.
- c. The right to receive the proceeds and avails from the rental, sale, mortgage, or other disposition of the Trust Property.

6. Powers and Duties of Trustee. The Trustee shall not copy or show this agreement to any individual or entity other than the beneficiaries or successor trustees, nor shall the Trustee reveal the identity of the beneficiaries or the trust property to any individual or entity except by way of a Court Order duly executed by a Justice or Magistrate of a Court of competent jurisdiction. The trustee shall not record this agreement or the name of any of the beneficiaries in any place of public record.

The Trustee, as the sole owner of record of the Trust Property, have the following powers with respect the Trust Property, at the written direction of the Beneficiary:

a. To issue notes or bonds and to secure the payment of the same by executing a deed of trust, mortgage or other security instrument conveying a lien on the whole or any part of the Trust Property;

b. To borrow money, giving notes therefor, or to assume existing debts related to the property signed by him or her in the capacity as Trustee;

c. To invest such part of the capital and profits therefrom and the proceeds of the sale of bonds and notes in such real estate, equities in real estate, and mortgages in real estate in the United States of America;

d. To have, together with, and at the direction of the beneficiaries, the exclusive management and control of the property as if he were the absolute owner thereof, and the full power to do all things and perform all acts which in his or her judgment are necessary and proper for the protection and preservation of the Trust Property and for the interest of the Beneficiaries in the property of the Trust, subject to the restrictions, terms, and conditions set forth herein;

e. To take possession of the trust property in the event it becomes vacant;

f. To purchase any additional real property for the Trust at such times and on such terms as may be beneficial to the beneficiary;

g. To rent or lease the whole or any part of the Trust Property for long or short terms, but not for terms exceeding the term of the Trust then remaining;

h. To repair, alter, tear down, add to, or erect any building or buildings upon land belonging to the Trust; to fill, grade, drain, improve, and otherwise develop any land belonging to the Trust; to carry on, operate, or manage any building, apartment house, mobile home lot or hotel belonging to the Trust;

i. To make, execute, acknowledge, and deliver all deeds, releases, mortgages, leases, contracts, options, agreements, instruments, and other obligations of whatsoever nature relating to the Trust Property, and generally to have full power to do all things and perform all acts necessary to make the instruments proper and legal (and to do so by a duly appointed attorney-in-fact);

j. To collect notes, rents, obligations, dividends, and all other payments that may be due and payable to the Trust; to deposit the net proceeds thereof, as well as any other moneys from whatsoever source they may be derived, in any suitable bank or depository, and to draw the same from time to time for the purposes herein provided, paying the net proceeds therefrom to the beneficiaries;

k. To pay all lawful taxes and assessments and the necessary expenses of the Trust; to employ such officers, brokers, property managers, engineers, architects, carpenters, contractors, agents, counsel, and such other persons as may seem expedient, to designate their duties and fix their compensation; to fix a reasonable compensation for their own services to the Trust, as organizers thereof.

l. To represent the Trust and the Beneficiaries in all suits and legal proceedings relating to the Trust Property in any court of law of equity, or before any other bodies or tribunals; to begin suits and to prosecute them to final judgment or decree; to compromise claims or suits, and to submit the same to arbitration when, in their judgment, such course is necessary or proper.

The Trustee in addition to the other duties herein imposed upon him or her, shall have the obligation to:

n. To keep a careful and complete record of all the beneficial interests in the Trust Property with the name and residence of the person or persons owning such beneficial interest, and such other items as they may deem of importance or as may be required by the Beneficiaries.

o. To keep careful and accurate books showing the receipts and disbursements he or she has made on behalf of the Trust and also of the Trust Property and to keep books of the Trust open to the inspection of the Beneficiaries.

Nothing in this agreement shall preclude the powers and authorities of a trustee as defined by state law, code or statute, unless such additional powers shall cause this agreement to be construed as a "trust" as defined in Section 301.7701-4(a) of the Procedure and Administration Regulations of the Internal Revenue Code.

7. Compensation of Trustee. The Beneficiaries jointly and severally agree that the Trustee shall receive the sum of **\$10.00** per year for his or her services as Trustee.

8. Liability of Trustee. The Trustee and his or her successor as Trustee shall not be required to give a bond, and each Trustee shall be liable only for his own acts and then only as a result of his own gross negligence or bad faith.

9. Removal of Trustee. The Beneficiaries shall have the power to remove a Trustee from his office or appoint a successor to succeed him or her. This removal must be in writing, signed by all of the beneficiaries. Upon Seven (7) days written notice, the Trustee shall deliver all books, records, bank account information, keys, security deposits, leases and funds in his or her possession, and execute any documents necessary to convey title and/or authority over the Trust and the Trust Property to the Successor Trustee.

10. Resignation of Trustee. Any Trustee may resign his or her office with thirty (30) days written notice to Beneficiaries. The Beneficiaries shall appoint the Trustee named as successor Trustee herein (or proceed to elect a new Trustee) to take the place of the Trustee who had resigned, but the resignation shall not take effect until an affidavit signed and acknowledged before a notary public by both the resigning Trustee and the new Trustee shall have been procured in a form which is acceptable for recording in the registries of deeds of all the counties in which properties held under this instrument are situated. If the Trust property is recorded in the name of the trustee himself, the resigning trustee shall also execute a general warranty deed in the proper form and manner for recording the registry of deeds in the county in which the property is situated. Said deed and/or affidavit need not be recorded unless so requested of the new Trustee at the written direction of the Beneficiaries.

In the event a new trustee is not appointed within Sixty (60) days after notice the resignation of the existing Trustee is received by the beneficiaries, this agreement shall terminate, and the resigning Trustee shall deliver all books, records, bank account information, keys, security deposits, leases and funds in his or her possession, and execute any documents necessary to convey title to the trust property to the beneficiaries as their interests may appear.

Whenever a new Trustee shall have been elected or appointed to the office of Trustee and shall have assumed the duties of office, he or she shall succeed to the title of all the properties of the Trust and shall have all the powers and be subject to all the restrictions granted to or imposed upon the Trustee by this agreement, and every Trustee shall have the same powers, rights, and interests regarding the Trust Property, and shall be subject to the same restrictions and duties as the original Trustee, except as the same shall have been modified by amendment, as herein provided for.

11. Death or Incapacity of Trustee. Upon the death, termination, resignation or physical or mental incapacity of the Trustee, the following individual(s) shall immediately be appointed as successor Trustee, with the full powers and duties of the former Trustee:

Lisabeth C Sanchez, whose address is 90 West 84th Avenue, Thornton, CO 80260,

or, if said individual is not then living or is unable or unwilling to act as trustee, then

Nicholas D Sanchez, whose address is 90 West 84th Avenue, Thornton, CO 80260,

or, if said individual is not then living or is unable or unwilling to act as trustee, then

Alexis M Sanchez, whose address is 90 West 84th Avenue, Thornton, CO 80260,

or, if said individual is not then living or is unable or unwilling to act as trustee, then

Katz, Look and Onorato, P.C., 1120 Lincoln St #1100, Denver, CO 80203, 303-832-1900.

In the event none of said individuals are then living or are unable or unwilling to act as Trustee, then a new Trustee will be elected and appointed as per paragraph "10" herein.

In the event of the death of any beneficiary, his or her right and interest hereunder, except as otherwise provided, shall pass to his or her executor or administrator and to his heirs at law.

12. Beneficiary not Bound by Trustee. The Trustee is not an agent or partner of, and shall have no power to bind the Beneficiaries personally and, in every written contract he may enter into, reference shall be made to this declaration; and any person or corporation contracting with the Trustee, as well as any beneficiary, shall look to the funds and the Trust Property for payment under such contract, or for the payment of any debt, mortgage, judgment, or decree, or for any money that may otherwise become due or payable, whether by reason or failure of the Trustee to perform the contract, or for any other reason, and neither the Trustee nor the Beneficiaries shall be liable personally therefor.

13. Dealings with Trustee. No party dealing with the Trustee in relation to the Trust Property in any manner whatsoever, and, without limiting the foregoing, no party to whom the property or any part of it or any interest in it shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, shall be obliged to see to the application of any purchase money, rent or money borrowed or otherwise advanced on the property; to see that the terms of this Trust Agreement have been complied with; to inquire into the authority, necessity or expediency of any act of the Trustee; or be privileged to inquire into any of the terms of this Trust Agreement.

14. Recording of Agreement. Neither this Agreement nor any summary of the contents hereof shall be placed on record in the county in which the Trust Property is situated, or elsewhere, but if it is so recorded, that recording shall not be considered as notice of the rights of any person under this Agreement derogatory to the title or powers of the Trustee.

15. Term of Agreement. This agreement shall continue for a period of twenty years from the date of its execution. The Trustee shall contact all Beneficiaries in writing at least twelve months prior to that time. The trustee shall place the Trust Property for public sale, pay all debts due and owing with regard to the Trust Property, and remit the proceeds to the Beneficiaries according to their respective interests in the Trust. The Beneficiaries may choose to renew this agreement for a term of twenty additional years by submitting their intention in writing to the Trustee.

If any portion of the Trust Property is in any manner or time period capable of being held in this Land Trust for longer period of time than is permitted under the laws of the state law governing this Agreement, or the vesting of any interest under this Land Trust could possibly occur after the end of such permitted time period, then, upon the occurrence of the foregoing, the Trustee is directed to immediately terminate the Trust

and to distribute the Trust Property to the Beneficiaries as their respective interests may appear at the time of the termination of the Trust. As much as possible, the Trustee will maintain the Trust Property intact and not liquidate it, but, rather, distribute the Trust Property in kind.

16. Income Tax Returns. The Trustee shall not be obligated to file any income tax returns with respect to the Trust, except as required by law, and the Beneficiaries individually shall report and pay their share of income taxes on the earnings and avails of the Trust Property or growing out of their interest under this Trust. In the event an informational return is required by law, the Trustee agrees to execute the same after contacting all the Beneficiaries. It is the intention of the parties that this agreement does not create a "trust" under the definition as set forth in Section 301.7701-4(a) of the Procedure and Administration Regulations of the Internal Revenue Code.

17. Assignment of Beneficial Interest. The interest of a Beneficiary, or any part of that interest, may be transferred only by a written assignment, executed in duplicate and delivered to the Trustee. If there is more than one beneficiary, the remaining beneficiaries must first approve of said transfer in writing. The remaining beneficiaries shall have a sixty (60) day right of first refusal to purchase said interest. Unless stated otherwise, any assignment of beneficial interest hereunder shall also include the power of direction and revocation of this trust agreement. Any beneficiary who assigns his interest in full shall forever waive his right to revoke this trust agreement.

18. Individual Liability of Trustee. The Trustee shall not be required, in dealing with the Trust Property or in otherwise acting under this Agreement, to enter into any individual contract or other individual obligation whatsoever; nor to make itself individually liable to pay or incur the payment of any damages, attorneys' fees, fines, penalties, forfeitures, costs, charges or other sums of money whatsoever. The Trustee shall have no individual liability or obligation whatsoever arising from its ownership, as Trustee, of the legal title to the Trust Property, or with respect to any act done or contract entered into or indebtedness incurred by it in dealing with the Trust Property or in otherwise acting under this Agreement, except only as far as the Trust Property and any trust funds in the actual possession of the Trustee shall be applicable to the payment and discharge of that liability or obligation.

19. Reimbursement and Indemnification of Trustee. If the Trustee shall pay or incur any liability to pay any money on account of this Trust, or incur any liability to pay any money on account of being made a party to any litigation as a result of holding title to the Trust Property or otherwise in connection with this Trust the Beneficiaries, jointly and severally, agree that on demand they will pay to the Trustee all such payments made or liabilities incurred by the Trustee, together with its expenses, including reasonable attorneys' fees, and that they will indemnify and hold the Trustee harmless of and from any and all payments made or liabilities incurred by it for any reason whatsoever as a result of this Agreement.

20. Unanimous Direction of Beneficiaries. Wherever an act, decision or direction is required by the “Beneficiary” or “Beneficiaries” herein, said designation shall be deemed to mean all of the beneficiaries acting in a unanimous agreement, unless a lesser percentage is so specified.

21. Governing Law. This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of COLORADO. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in the County in which the property sits. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

22. Binding Effect. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon any successor trustee under it, as well as upon the executors, administrators, heirs, assigns and all other successors in interest of the Beneficiaries.

23. Annual Statements. There shall be no annual meeting of the Beneficiaries, but the Trustee shall prepare an annual report of their receipts and disbursements for the fiscal year preceding, which fiscal year shall coincide with the calendar year, and a copy of the report shall be sent by mail to the Beneficiaries not later than February 28 of each year.

24. Termination of this Agreement. This Trust may be terminated on thirty (30) days written notice signed by all of beneficiaries and delivered to the Trustee. Upon the termination of this Agreement, the Trustee shall deliver all books, records, bank account information, keys, security deposits, leases and funds in his or her possession, and execute any documents necessary to convey title to the trust property to the beneficiaries as their interests may appear.

25. Entire Agreement. This Agreement contains the entire understanding between the parties and may be amended, revoked or terminated only by written agreement signed by the Trustee and all of the Beneficiaries.

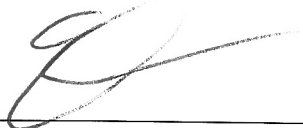
The Trustee:

Matthew D Sanchez

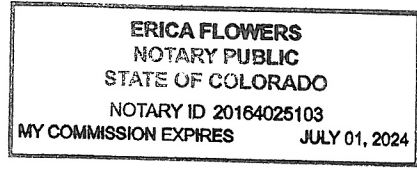
STATE OF Colorado)
)ss:
COUNTY OF Adams)

On June 15, 2021, before me, Erica Flowers, a notary public in and for said state personally appeared **Matthew D Sanchez**, personally known to me (or proved to me based upon satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that (s)he/they executed the same in his/her/their signature on the instrument the person(s) or entity on behalf of which they acted, executed the instrument.

Witness my hand and official seal



NOTARY PUBLIC
My commission expires July 01, 2024



NOTARY SEAL

Private - Do Not Record - Do Not Copy

EXHIBIT "A"
TRUST PROPERTY

L 22 TO 24 INC BLK 16 WEST VILLA PARK

Known by street and address as: **3625-3635 W 10th Avenue Denver, CO 80204**

Private - Do Not Record - Do Not Copy

EXHIBIT "B"
BENEFICIARIES AND THEIR INTERESTS

<u>Name and Address</u>	<u>% Interest</u>
West 10th LLC 90 W 84 th Avenue Thornton, CO 80260	100%

Private - Do Not Record - Do Not Copy