Docusign Envelope ID: 8771EA36-8546-4561-A760-1FBEC9723E17

Zone Map Amendment (Rezoning) for PUD - Application

PROPERTY OWNER INFORMATION*	
☐ CHECK IF POINT OF CONTACT FOR APPLICATION	
☐ CHECK IF POINT OF CONTACT FOR FEE PAYMENT	
Property Owner Name	See attachment
Address	
City, State, Zip	
Telephone	
Email	
*Map amendment applications for a PUD district must be initiated by all (100%) of the owners, or authorized representatives, subject to the rezoning application (DZC Sec. 12.4.10.4.A.1)	

PROPERTY OWNER(S) REPRESENTATIVE**	
☑ CHECK IF POINT OF CONTACT FOR APPLICATION	
☑ CHECK IF POINT OF CONTACT FOR FEE PAYMENT	
Representative Name	Denver Real Estate Ventures, LLC, Attn: Guiselle Torres
Address	c/o IMA Financial, 1705 17th St. #100
City, State, Zip	Denver, CO 80202
Telephone	720-251-4959
Email	gtorres@denvernwsl.com
**Property owner shall provide a written letter authorizing the representative to act on his/her behalf.	

SUBJECT PROPERTY INFORMATION	
Location (address(s) and/or boundary description):	708 S Delaware; 797 S Delaware; 711 S Cherokee, 709 S Delaware, 799 S Delaware, 390 W Ohio Ave, 302 W Ohio Ave.
Assessor's Parcel Number(s):	0515516001000, 0115500145000, 051551700300, 0515517002000, 0515500138000, 0515500144000, 0515500143000
Area in Acres or Square Feet:	5.98 Acres/ 260,387 SF
Current Zone District(s):	C-MX-16

PROPOSAL		
Proposed PUD Type (See DZC Section 9.6.1.3(A) to determine if General or Detailed):	☑ General PUD	☐ Detailed PUD
Proposing Subareas:	☐ Yes	☑ No
List the zone district(s) on which the PUD will be based:	CMP-ENT	

Deviations from Standard Zone District: Provide a list of proposed deviations from the standard zone district and a detailed explanation of why the deviation is needed. Please use an attachment, if necessary.	Deviation	Why deviation is necessary
	See attached Narrative	

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** Stephen Wilson, 7/09/2025 ☐ **No - Describe why not (in outreach attachment, see bottom of p. 3)**
Did you contact the City Council District Office regarding this application?	☑ **Yes - if yes, state date and method** 6/06/2025 - email - Councilmember Alvidrez ☐ **No - if no, describe why not (in outreach attachment, see bottom of p. 3)**

201 W. Colfax Ave., Dept. 205
Denver, CO 80202
720-865-2974 • rezoning@denvergov.org

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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 *Denver Comprehensive Plan 2040*'s 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 *Blueprint Denver*. **3. Neighborhood/ Small Area Plan and Other Plans (List all from pre-application meeting, if applicable):** I-25 & Broadway Station Area Plan
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.

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Additional Review Criteria for Rezoning to PUD District: The proposal must comply with all of the additional review criteria DZC Sec. 12.4.10.9 Check boxes to the right to affirm and include a section in the review criteria narrative for each.	☒ The PUD District (and the PUD District Plan) is consistent and complies with the intent, purpose, all applicable standards and criteria stated in Article 9, Division 9.6 (Planned Unit Development). ☒ The development proposed on the subject property is not feasible under any other Zone Districts, **and** would require an unreasonable number of variances or waivers and conditions. ☒ The PUD District, the PUD District Plan establish permitted uses that are compatible with existing land uses adjacent to the subject property. ☒ The PUD District, the PUD District Plan establish permitted building forms that are compatible with adjacent existing building forms, or which are made compatible through appropriate transitions at the boundaries of the PUD District Plan (e.g., through decreases in building height; through significant distance or separation by rights-of-way, landscaping or similar features; or through innovative building design).

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, please include a copy of the email chain. 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 is document is required.) **(**if applicable)

☐ **Affordable Housing Review Team Acceptance Letter (**if applicable)

201 W. Colfax Ave., Dept. 205
Denver, CO 80202
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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%	John Alan Smith Josie Q. Smith	01/12/20	(A)	YES
Denver Real Estate Ventures LLC	c/o IMA Financial Group, Attn Guiselle Torres 1705 17th St. #100 Denver, CO 80202 gtorres@denvernwsl.com 720-251-4959	100%	Signed by: Guiselle Torres 51797ADFECC84DB...		(C)	YES NO n/a
						YES NO
						YES NO
						YES NO

NWSL Stadium PUD

Parcel Schedule Number	Parcel Address	Owner	District	Parcel Ara (SF)	Percent of Total
0515516001000	708 S Delaware	BSP West LLC	C-MX-16	3,244	1.30%
0115500145000	797 S Delaware	Broadway Station Metropolitan District No 1	C-MX-16	12,931	5.20%
051551700300	711 S Cherokee	BSP West LLC	C-MX-16	2,423	0.97%
0515517002000	709 S Delaware	BSP West LLC	C-MX-16	203,440	81.76%
0515500138000	799 S Delaware	Broadway Station Metropolitan District No 1	C-MX-16	21,616	8.69%
0515500144000	390 W Ohio Av	Broadway Station Metropolitan District No 1	C-MX-16	4,069	1.64%
0515500143000	302 W Ohio Av	Broadway Station Metropolitan District No 1	C-MX-16	1,091	0.44%
			Total	248,814	100%

Property Owner Summary	Percent of Total
BSP West LLC	84.04%
Broadway Station Metropolitan District No 1	15.96%
Total	100.00%

07/11/2025

Zone Map Amendment (Rezoning) for PUD - Application

Property Owner Information:

Property Owner Name	BSP West LLC
Address	c/o Broadway Asset Management LLC, 40 Falls Creek Circle
City, State, Zip	Moreland Hills, OH 44022
Telephone	216-401-1963
Email	tcrini@gmail.com

Property Owner Name	Broadway Station Metropolitan District No 1
Address	2001 16th Street, Ste. 1700
City, State, Zip	Denver, Colorado 80202
Telephone	303-621-5614
Email	mark@straeadvisoryservices.com

Customer Distribution

Prevent fraud - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **ABD70859172-5** Date: **04/17/2025**

Property Address: **(STADIUM) BROADWAY STATION FILING NO. 4, DENVER, CO 80223**

For Closing Assistance

Colin Snody
3033 EAST FIRST AVENUE, SUITE 600
DENVER, CO 80206
(303) 331-6234 (Work)
(303) 393-3806 (Work Fax)
csnody@ltgc.com
Contact License: CO271428
Company License: CO44565

Closer's Assistant

Megan Corbin
3033 EAST FIRST AVENUE, SUITE 600
DENVER, CO 80206
(303) 331-6291 (Work)
(303) 393-3865 (Work Fax)
mcorbin@ltgc.com
Company License: CO44565

For Title Assistance

David Knapp
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 850-4174 (Work)
dknapp@ltgc.com

DENVER REAL ESTATE VENTURES, LLC c/o HOGAN LOVELLS LLP
Attention: MATT EISLER
1601 WEWATTA STREET #900
Denver, CO 80202
matthew.eisler@hoganlovells.com
Delivered via: Electronic Mail

GREENBERG TRAURIG LLP
Attention: ANDREA AUSTIN
1144 15TH ST SUITE 3300
DENVER, CO 80202
(303) 685-7407 (Cell)
(303) 572-6500 (Work)
(303) 572-6598 (Work Fax)
Andrea.Austin@gtlaw.com
Delivered via: Electronic Mail

BSP WEST, LLC, A DELAWARE LIMITED LIABILITY COMPANY
Attention: THOMAS RINI
40 FALLS CREEK CIRCLE
MORELAND HILLS, OH 44022
(216) 401-1963 (Work)
tcrini@gmail.com
Delivered via: Electronic Mail

GREENBERG TRAURIG LLP
Attention: JESSIE LINDIMORE
1144 15TH ST SUITE 3300
DENVER, CO 80202
(303) 572-6500 (Work)
(303) 572-6598 (Work Fax)
Jessie.Lindimore@gtlaw.com
Delivered via: Electronic Mail

BROADWAY STATION METROPOLITAN DISTRICT NO. 1, A QUASI-MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO, AS TO PARCEL B
Attention: ROCKY MOUNTAIN
rocky.mountain@outlook.com
Delivered via: Electronic Mail

SINGERMAN, MILLS, DESBERG & KAUNTZ CO LPA
Attention: PAUL SINGERMAN
3333 RICHMOND ROAD #370
BEACHWOOD, OH 44122
(216) 292-5807 (Work)
psingerman@smdklaw.com
Delivered via: Electronic Mail

GREENBERG TRAURIG LLP
Attention: KEVIN KELLEY
1144 15TH ST SUITE 3300
DENVER, CO 80202
(303) 685-7411 (Work)
(303) 572-6598 (Work Fax)
Kevin.Kelley@gtlaw.com
Delivered via: Electronic Mail

SINGERMAN, MILLS, DESBERG & KAUNTZ CO LPA
Attention: THOMAS RINI
tcrini@gmail.com
rocky.mountain@outlook.com
Delivered via: Electronic Mail

Estimate of Title Fees

Order Number: ABD70859172-5 **Date:** 04/17/2025

Property Address: (STADIUM) BROADWAY STATION FILING NO. 4, DENVER, CO 80223

Seller(s): BSP WEST, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO PARCEL A; AND BROADWAY STATION METROPOLITAN DISTRICT NO. 1, A QUASI-MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO, AS TO PARCEL B

Buyer(s): DENVER REAL ESTATE VENTURES, LLC, A DELAWARE LIMITED LIABILITY COMPANY

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit **ltgc.com** to learn more about Land Title.

Estimate of Title Insurance Fees	
"ALTA" Owner's Policy 07-30-21 Reissue Rate	$28,735.00
Deletion of Standard Exception(s)	$100.00
Tax Certificate (x13)	$351.00
TBD - TBD Income	$-436.00
TOTAL	**$28,750.00**

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the documents on your property.

Chain of Title Documents:

Denver county recorded 09/08/2017 under reception no. 2017119004

Denver county recorded 04/07/2023 under reception no. 2023032293

Denver county recorded 10/24/2023 under reception no. 2023102120

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABD70859172-5

Property Address:

(STADIUM) BROADWAY STATION FILING NO. 4, DENVER, CO 80223

1. **Commitment Date:**

   04/14/2025 at 5:00 P.M.

2. **Policy to be Issued and Proposed Insured:**

   "ALTA" Owner's Policy 07-30-21 Reissue Rate $42,625,000.00
   Proposed Insured:
   DENVER REAL ESTATE VENTURES, LLC, A DELAWARE
   LIMITED LIABILITY COMPANY

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

   A FEE SIMPLE

4. **The Title is, at the Commitment Date, vested in:**

   BSP WEST, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO PARCEL A; AND BROADWAY STATION METROPOLITAN DISTRICT NO. 1, A QUASI-MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO, AS TO PARCEL B

5. **The Land is described as follows:**

   ****
   NOTE: THE FOLLOWING LEGAL DESCRIPTION IS PRELIMINARY AND IS SUBJECT TO CHANGE UPON COMPLIANCE WITH THE REQUIREMENTS UNDER SCHEDULE B-1, HEREIN.
   ****

   PARCEL A:

   LOT 1, BLOCK 1; LOT 1, BLOCK 2; LOT 1, BLOCK 3;
   BROADWAY STATION FILING NO. 4, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

   PARCEL B:

   TRACT A, TRACT AA, TRACT B, TRACT BB, TRACT C, TRACT CC, TRACT D, TRACT DD, TRACT E, TRACT EE;
   BROADWAY STATION FILING NO. 4, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABD70859172-5

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. LAND TITLE GUARANTEE COMPANY REQUIRES AN ACCURATE LEGAL DESCRIPTION TO BE PROVIDED FOR REVIEW AND APPROVAL. UPON FURTHER REVIEW THE COMPANY HEREBY RESERVES THE RIGHT TO INSERT ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS AS MAY BE NECESSARY.
2. A LETTER, OR OTHER WRITTEN EVIDENCE, EXECUTED BY THE CITY AND COUNTY OF DENVER CONFIRMING THE PROPOSED LOT SPLIT OR SUBDIVISION OF THE LAND CONSTITUTES A LAWFULLY CREATED PARCEL ACCORDING TO THE SUBDIVISION STATUTES AND LOCAL SUBDIVISION ORDINANCES APPLICABLE TO THE LAND.
3. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A CURRENT ALTA/NSPS LAND TITLE SURVEY OF SUBJECT PROPERTY. UPON REVIEW, ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

   LAND TITLE IS NOT RESPONSIBLE FOR ORDERING SAID ALTA/NSPS LAND TITLE SURVEY.

   SAID SURVEY MUST BE CERTIFIED TO LAND TITLE GUARANTEE COMPANY AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.
4. GOOD AND SUFFICIENT DEED FROM BROADWAY STATION METROPOLITAN DISTRICT NO. 1, A QUASI-MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO TO BSP WEST, LLC, A DELAWARE LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

   (AFFECTS TRACT A, TRACT AA, TRACT B, TRACT BB, TRACT C, TRACT CC, TRACT D, TRACT DD, TRACT E AND TRACT EE OF BROADWAY STATION FILING NO. 4)
5. SPECIAL WARRANTY DEED FROM BSP WEST, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO DENVER REAL ESTATE VENTURES, LLC, A DELAWARE LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

   NOTE: THE STATEMENT OF AUTHORITY FOR BSP WEST, LLC, A DELAWARE LIMITED LIABILITY COMPANY DISCLOSES THOMAS RINI AS THE PRESIDENT OR ROCKY MOUNTAIN, THE VICE PRESIDENT OF BROADWAY ASSET MANAGEMENT, LLC, THE MANAGING MEMBER OF BROADWAY STATION PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND THE SOLE MEMBER THAT MUST EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.
6. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR DENVER REAL ESTATE VENTURES, LLC, A DELAWARE LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

   NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABD70859172-5

All of the following Requirements must be met:

7. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF DENVER REAL ESTATE VENTURES, LLC AS A DELAWARE LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

   NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

   NOTE: ITEMS 1-3 OF THE STANDARD EXCEPTIONS WILL BE DELETED UPON RECEIPT OF AN APPROVED SURVEY. MATTERS DISCLOSED BY SAID SURVEY MAY BE ADDED TO SCHEDULE B-2 HEREOF.

   NOTE: UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM NO. 4 OF THE STANDARD EXCEPTIONS ON THE OWNER'S POLICY, WILL BE AMENDED AS FOLLOWS:

   ITEM NO. 4 OF THE STANDARD EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF BSP WEST, LLC, A DELAWARE LIMITED LIABILITY COMPANY. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF .

   NOTE: ITEM 5 OF THE STANDARD EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

   NOTE: UPON PROOF OF PAYMENT OF 2024 TAXES, ITEM 6 OF THE STANDARD EXCEPTIONS WILL BE AMENDED TO READ:

   TAXES AND ASSESSMENTS FOR THE YEAR 2025 AND SUBSEQUENT YEARS, A LIEN NOT YET DUE AND PAYABLE.

   NOTE: ITEMS 7(A) AND 7(B) OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED.

   NOTE: ITEM 8 UNDER SCHEDULE B-2 WILL BE DELETED UPON RECEIPT OF AN AFFIDAVIT FROM THE OWNER STATING THERE ARE NO LEASES OR TENANTS ON SUBJECT PROPERTY.

   NOTE: THE ISSUANCE OF THE POLICIES AND/OR ENDORSEMENTS REFERENCED IN THIS COMMITMENT ARE SUBJECT TO THE APPROVAL OF THE UNDERWRITER OF SAID POLICIES AND/OR ENDORSEMENTS. THIS COMMITMENT MAY BE REVISED AS REQUIRED BY THE UNDERWRITER TO ISSUE THE POLICIES AND/OR ENDORSEMENTS REQUESTED. THIS NOTE WILL BE DELETED UPON THE RECEIPT OF SAID APPROVAL.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: ABD70859172-5

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
6. **(a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
8. EXISTING LEASES AND TENANCIES, IF ANY.

   NOTE: THIS EXCEPTION WILL BE DELETED UPON RECEIPT OF AN AFFIDAVIT FROM THE OWNER STATING THERE ARE NO LEASES OR TENANTS ON SUBJECT PROPERTY.
9. ANY RIGHT, TITLE OR INTEREST WHICH MAY BE CLAIMED BY THE UNION PACIFIC RAILROAD CO. DUE TO THE EXISTENCE OF ITS RIGHT-OF-WAY ADJOINING THE LAND ON THE EAST AS DISCLOSED ON THE PLAT OF BROADWAY STATION FILING NO. 4 RECORDED APRIL 01, 2024 UNDER RECEPTION NO. **2024026313**.
10. RIGHTS OF THE PUBLIC IN AND TO THOSE PORTIONS OF THE SUBJECT PROPERTY DEDICATED TO PUBLIC USE ON THE PLAT OF VANDERBILT PARK RECORDED FEBRUARY 14, 1890 IN PLAT BOOK 9 AT PAGE **24**, W. OHIO AVENUE, S. ELATI STREET AND S. CHEROKEE STREET.
11. EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO I-25 AS CONVEYED BY INSTRUMENT RECORDED MAY 6, 1957 IN BOOK 8033 AT PAGE **586**.
12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN THE MATCHLESS, LTD. SUBSCRIPTION FOR PARTNERSHIP UNITS NOTICE RECORDED MARCH 27, 1972 IN BOOK 471 AT PAGE **473**.
13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS TO EASEMENTS RESERVED IN ORDINANCE #522, SERIES OF 1982, RECORDED SEPTEMBER 27, 1982 IN BOOK 2661 AT PAGE **377**.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: ABD70859172-5

14. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN SPECIAL WARRANTY DEED RECORDED DECEMBER 14, 2001, UNDER RECEPTION NO. **2001213022**.

15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN GENERAL DEVELOPMENT PLAN FOR CHEROKEE REDEVELOPMENT OF THE FORMER GATES RUBBER FACTORY RECORDED MARCH 22, 2005 UNDER RECEPTION NO. **2005048794**.

16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE STATEMENT FOR CHEROKEE GENERAL DEVELOPMENT PLAN RECORDED APRIL 01, 2005 UNDER RECEPTION NO. **2005054046**.

17. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BROADWAY STATION METROPOLITAN DISTRICT NO. 3, AS EVIDENCED BY INSTRUMENT RECORDED MAY 22, 2006, UNDER RECEPTION NO. **2006080510**.

    NOTICE OF PROPERTY TAX LEVIES RECORDED JULY 5, 2007 UNDER RECEPTION NO. **2007104503**, MAY 6, 2008 UNDER RECEPTION NO. **2008061756**, JANUARY 16, 2009 UNDER RECEPTION NO. **2009005368**, FEBRUARY 16, 2010 UNDER RECEPTION NO. **2010017533**, FEBRUARY 14, 2011 UNDER RECEPTION NO. **2011016652**, JANUARY 26, 2012 UNDER RECEPTION NO. **2012009565**, FEBRUARY 5, 2013 UNDER RECEPTION NO. **201316623**, APRIL 29, 2014, UNDER RECEPTION NO. **2014047981**, MARCH 3, 2015 UNDER RECEPTION NO. **2015026394**, FEBRUARY 22, 2016 UNDER RECEPTION NO. **2016022854**, JANUARY 4, 2017 UNDER RECEPTION NO. **2017000922**, JANUARY 3, 2018 UNDER RECEPTION NO. **2018000734**, MARCH 20, 2019 UNDER RECEPTION NO. **2019032079**, DECEMBER 17, 2019 UNDER RECEPTION NO. **2019176432**, JANUARY 15, 2021 UNDER RECEPTION NO. **2021008201**, JANUARY 11, 2022 UNDER RECEPTION NO. **2022004829** AND MARCH 8, 2023 UNDER RECEPTION NO. **2023019327** AND JUNE 27, 2024 UNDER RECEPTION NO. **2024059067** AND MARCH 3, 2025 UNDER RECEPTION NO. **2025017667**.

18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AFFORDABLE HOUSING PLAN RECORDED NOVEMBER 15, 2007 UNDER RECEPTION NO. **2007177887**.

19. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS TO EASEMENT GRANTED TO LEVEL 3 COMMUNICATIONS, LLC FOR TELECOMMUNICATIONS CABLE SYSTEM AND INCIDENTAL PURPOSES BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION RECORDED MARCH 19, 2013 UNDER RECEPTION NO. **2013038643** AND RE-RECORDED JUNE 6, 2013 UNDER RECEPTION NO. **2013081425**.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

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20. TERMS, CONDITIONS AND PROVISIONS OF THE FOLLOWING MATTERS DISCLOSED TO THIS COMPANY:

    A. TEMPORARY USE AND LICENSE AGREEMENT BETWEEN BROADWAY MISSISSIPPI DEVELOPMENT LLC AND HAMON CONTRACTORS, INC., DATED AUGUST 11, 1911,

    B. WATERWAY LICENSE BETWEEN DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY AND THE GATES RUBBER COMPANY, DATED SEPTEMBER 15, 1926,

    C. WATERWAY LICENSE AGREEMENT BETWEEN THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY AND THE GATES RUBBER COMPANY, DATED OCTOBER 7, 1939,

    D. UNDERGROUND REINFORCED CONCRETE TUNNEL CROSSING AGREEMENT BETWEEN THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY AND THE GATES RUBBER COMPANY, DATED MARCH 12, 1949,

    E. AGREEMENT BETWEEN THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, THE COLORADO AND SOUTHERN RAILWAY COMPANY AND THE GATES RUBBER COMPANY, DATED MARCH 15, 1949,

    F. PIPE LINE CROSSING LICENSE BETWEEN THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY AND THE GATES RUBBER COMPANY, DATED MARCH 1, 1956,

    G. PIPE LINE LICENSE INCLUDING MAP BETWEEN THE DENVER RIO GRANDE WESTERN RAILROAD COMPANY AND THE GATES RUBBER COMPANY, DATED MARCH 10, 1969.

21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 15, 2014 UNDER RECEPTION NO. **2014111794**.

22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT AS TO BROADWAY STATION METROPOLITAN DISTRICT NO. 3 RECORDED DECEMBER 19, 2014 UNDER RECEPTION NO. **2014155031**, MAY 1, 2018 UNDER RECEPTION NO. **2018051077**, JULY 16, 2018 UNDER RECEPTION NO. **2018086666**.

23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT CONCERNING ENVIRONMENTAL STANDARDS, OPEN SPACE, VESTED RIGHTS, AND HORIZONTAL INFRASTRUCTURE DESIGN AND CONSTRUCTION RECORDED JULY 05, 2016 UNDER RECEPTION NO. **2016086857**.

24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION AMENDING A REVOCABLE PERMIT RECORDED JULY 15, 2015 UNDER RECEPTION NO. **2015097441**.

25. ORDINANCE NO. 20160314, AN ORDINANCE CHANGING ZONING CLASSIFICATION RECORDED JUNE 22, 2016 UNDER RECEPTION NO. **2016081433**.

26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT TO RESTRICT RENTALS AND ELIGIBILITY RECORDED MARCH 07, 2017 UNDER RECEPTION NO. **2017031398**.

    FIRST AMENDMENT THERETO RECORDED MAY 13, 2024 UNDER RECEPTION NO. **2024043179**..

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Old Republic National Title Insurance Company

Schedule B, Part II

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27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PARTIAL RELEASE OF AFFORDABLE HOUSING PLAN RECORDED MARCH 07, 2017 UNDER RECEPTION NO. **2017031419**.

28. NOTICE OF TERMINATION OF CHEROKEE REDEVELOPMENT OF THE FORMER GATES RUBBER FACTORY GENERAL DEVELOPMENT PLAN RECORDED MAY 4, 2017 UNDER RECEPTION NO. **2017059502**.

29. COVENANTS, TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 08, 2017 UNDER RECEPTION NO. **2017119004**.

30. ORDINANCE 20171006, AN ORDINANCE REGARDING EASEMENT CONVEYANCE AND DRAINAGE EASEMENT, RECORDED OCTOBER 4, 2017, UNDER RECEPTION NO. **2017130951**

31. ITEMS SHOWN ON BROADWAY STATION-MARKET PLACE MIXED-USE DISTRICT: STREETS, NORTH MARKET PLAZA AND POND C SITE DEVELOPMENT PLAN, RECORDED OCTOBER 26, 2017 UNDER RECEPTION NO. **2017141017**.

32. COVENANTS, TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN USE COVENANTS RECORDED DECEMBER 20, 2017 UNDER RECEPTION NO. **2017165298**.

33. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DESIGN DECLARATION FOR BROADWAY STATION RECORDED FEBRUARY 25, 2019 UNDER RECEPTION NO. **2019021751**.

34. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BROADWAY STATION, PLANNED COMMUNITY, RECORDED FEBRUARY 25, 2019, UNDER RECEPTION NO. **2019021823**.

35. ANY RIGHTS, TITLE OR INTEREST OF COLORADO DEPARTMENT OF TRANSPORTATION IN AND TO THAT PORTION OF THE LAND LYING WITHIN INTERSTATE 25 (I-25 AKA VALLEY HIGHWAY).

36. EASEMENT GRANTED TO CITY AND COUNTY OF DENVER, ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS, FOR WATER PIPELINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED OCTOBER 29, 2021, UNDER RECEPTION NO. **2021202165**.

37. EASEMENT GRANTED TO CITY AND COUNTY OF DENVER, ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS, FOR WATER PIPELINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED OCTOBER 29, 2021, UNDER RECEPTION NO. **2021202166**.

38. EASEMENT GRANTED TO CITY AND COUNTY OF DENVER, ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS, FOR WATER PIPELINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED OCTOBER 29, 2021, UNDER RECEPTION NO. **2021202167**.

39. EASEMENT GRANTED TO CITY AND COUNTY OF DENVER, ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS, FOR WATER PIPELINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED OCTOBER 29, 2021, UNDER RECEPTION NO. **2021202168**.

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Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

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40. EASEMENTS RESERVED IN ORDINANCE NO. 20211423, SERIES OF 2021, AN ORDINANCE VACATING RIGHT-OF-WAYS NEAR WEST OHIO AVENUE AND SOUTH CHEROKEE STREET RECORDED DECEMBER 20, 2021 UNDER RECEPTION NO. **2021231033** AND FURTHER RESERVED IN QUIT CLAIM DEED RECORDED APRIL 7, 2023 UNDER RECEPTION NO. **2023032293**.

41. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BROADWAY STATION METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED FEBRUARY 23, 2022, UNDER RECEPTION NO. **2022024879**.

    NOTICE OF PROPERTY LEVIES RECORDED JUNE 27, 2024 UNDER RECEPTION NO. **2024059066** AND MARCH 3, 2025 UNDER RECEPTION NO. **2025017666**.

42. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BROADWAY STATION METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED FEBRUARY 23, 2022, UNDER RECEPTION NO. **2022024880**.

    NOTICE OF PROPERTY LEVIES RECORDED JUNE 27, 2024 UNDER RECEPTION NO. **2024059065** AND MARCH 3, 2025 UNDER RECEPTION NO. **2025017665**.

43. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICES OF CONTRACT TO PURCHASE PROPERTY RECORDED MARCH 30, 2022 UNDER RECEPTION NO'S. **2022042735**, **2022042736**, **2022042737**, **2022042738** AND **2022042739** .

44. EASEMENT GRANTED TO CITY AND COUNTY OF DENVER, FOR SANITARY SEWER, STORM SEWER AND PRIVATE POND FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED APRIL 24, 2023, UNDER RECEPTION NO. **2023037098**.

45. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BROADWAY STATION FILING NO. 4 RECORDED APRIL 01, 2024 UNDER RECEPTION NO. **2024026313**.

    RESOLUTION NO. CR24-0301, SERIES OF 2024 APPROVING SAID PLAT WAS RECORDED MARCH 28, 2024 UNDER RECEPTION NO. **2024025661**.

46. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED AUGUST 22, 2024 UNDER RECEPTION NO. **2024079457**.

    (AFFECTS TRACT AA)

47. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BROADWAY STATION - OFFICE & PARKLAND DISTRICT STREETS, OPEN SPACE & POND A SITE DEVELOPMENT PLAN RECORDED JANUARY 29, 2025 UNDER RECEPTION NO. **2025006832**.

ALTA Commitment For Title Insurance
issued by Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions ,Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of insurance and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS
   - (a) "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
   - (b) "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
   - (c) "Land": The land described in item 5 of Schedule A and affixed improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, aavenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   - (d) "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
   - (e) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   - (f) "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
   - (g) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   - (h) "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the TItle to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
   - (i) "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
   - (j) "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   - (a) the Notice;
   - (b) the Commitment to Issue Policy;
   - (c) the Commitment Conditions;
   - (d) Schedule A;
   - (e) Schedule B, Part I—Requirements; and
   - (f) Schedule B, Part II—Exceptions; and
   - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. **COMPANY'S RIGHT TO AMEND**

   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. **LIMITATIONS OF LIABILITY**
   - (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
     - i. comply with the Schedule B, Part I—Requirements;
     - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
     - iii. acquire the Title or create the Mortgage covered by this Commitment.
   - (b) The Company is not liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   - (c) The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   - (d) The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5(a) or the Proposed Amount of Insurance.
   - (e) The Company is not liable for the content of the Transaction Identification Data, if any.
   - (f) The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

(g) The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT. CHOICE OF LAW AND CHOICE OF FORUM**
   (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
   (b) Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction
   (c) This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
   (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
   (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
   (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

   The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. **PRO-FORMA POLICY**

   The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. **CLAIMS PROCEDURES**

   This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. **CLASS ACTION**

    ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. **ARBITRATION**

    The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of insurance is $2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

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

Craig B. Rants, Senior Vice President

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 *www.oldrepublictitle.com*

By _____ President

Attest _____ Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Land Title Guarantee Company
Disclosure Statements

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

(A) The Subject real property may be located in a special taxing district.

(B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).

(C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

(A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.

(B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.

(C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.

(D) The Company must receive payment of the appropriate premium.

(E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

(A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and

(B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

Joint Notice of Privacy Policy of
Land Title Guarantee Company
Land Title Insurance Corporation and
Old Republic National Title Insurancy Company

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- your transactions with, or from the services being performed by us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;

  and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration

Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Docusign Envelope ID: 9F7B9500-BF23-493D-BF17-F02C2BD197FA

CERTIFICATE OF INCUMBENCY
OF
BROADWAY ASSET MANAGEMENT LLC

The undersigned, being a Manager and the President of Broadway Asset Management LLC, an Ohio limited liability company (the "Company"), the sole manager of Broadway Station Partners, LLC, a Delaware limited liability company ("BSP"), the sole member of BSP West, LLC, a Delaware limited liability company ("BSP West"), for and on behalf of the Company, does hereby certify that:

1. Attached hereto as Exhibit A is a true, complete and correct copy of the written consent and resolutions adopted by the Company, as the sole manager of BSP, related to the sale by BSP West of certain real property located in the City and County of Denver, such resolutions were duly adopted in accordance with the organizational documents of the Company and BSP; and such resolutions have not been amended, modified or revoked.

2. Each of the persons named below hold the office of the Company set forth opposite his name, such person is currently serving in such capacity, and the signature of each such person set forth opposite his respective name is his genuine signature:

NAME	OFFICE	SIGNATURE
Thomas C. Rini	President and Secretary	DocuSigned by: Thomas C. Rini 70753F...
Rocky Mountain	Vice President and Treasurer	DocuSigned by: Rocky Mountain 6CE519A535F84BA...

3. The undersigned is a duly appointed, qualified and authorized representative of the Company and is familiar with the records of the Company.

(*signatures on next page*)

Docusign Envelope ID: 9F7B9500-BF23-493D-BF17-F02C2BD197FA

IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of the 7/8/2025 day of July, 2025.

DocuSigned by:
Thomas C. Rini
70753FC8ECD5477...

Thomas C. Rini, President

[signature page to Broadway Asset Management LLC incumbency certificate]

Docusign Envelope ID: 9F7B9500-BF23-493D-BF17-F02C2BD197FA

EXHIBIT A

RESOLUTIONS

(see attached)

Docusign Envelope ID: 9F7B9500-BF23-493D-BF17-F02C2BD197FA

WRITTEN CONSENT IN LIEU OF A MEETING OF THE SOLE MANAGER OF BROADWAY STATION PARTNERS, LLC

The undersigned, being the sole manager (the "**Manager")** of Broadway Station Partners, LLC, a Delaware limited liability company (the "**Company")** pursuant to the Delaware Limited Liability Company Act (the "**Act")** and the internal regulations of the Company, hereby consents to, votes in favor of and adopts the following resolutions by written consent and declares them to be in full force and effect as if adopted at a meeting of the Manager duly called and held on April 9, 2025 (the **"Effective Date').**

SALE OF PROPERTY BY BSP WEST

WHEREAS, the Manager has determined that it is advisable and in the best interest of the Company for itself, as well as in its capacity as the sole member of BSP West, LLC, a Delaware limited liability company **("BSP West"),** to enter into two separate Purchase and Sale Agreements effective as of April 9, 2025 (the "**Purchase Agreements**") with Denver Real Estate Ventures LLC ("**Buyer**") pursuant to which BSP West has agreed to sell (the "**Sale**") to Buyer certain parcels of land located in Broadway Station Filing No. 4 in the City and County of Denver for the development of a socer stadium and associated commercial uses (the "**Property").**

NOW, THEREFORE, BE IT RESOLVED, that after review and due consideration, together with such information and advice as the Manager deems necessary or appropriate, the Purchase Agreements and the agreements and transactions contemplated thereby or related thereo, be, and they hereby are, declared advisable and in the best interest of the Company and BSP West, and are hereby approved, adopted, ratified and confirmed.

RESOLVED FURTHER, that Thomas C. Rini, President or Rocky Mountain, Vice President, of the Manager (each an "**Authorized Person")** be, and each Authorized Person hereby is. authorized and directed, in the name and on behalf of the Company or BSP West, to do or cause to be done all such acts or things and to make, execute and deliver, or cause to be made, executed and delivered, all such agreements, instruments, deeds, declarations, certificates and other documents as approved by an Authorized Person or as such Authorized Person may deem necessary, advisable or appropriate to effectuate or carry out the Sale, and any and all actions of an Authorized Person in the name and on behalf of the Company or BSP West in executing or delivering, or causing to be executed and delivered, any agreements, amendments, documents, instruments and certificates or the taking of such other action in connection with the consummation of the Sale by BSP West, are hereby approved, adopted, ratified and confirmed in all respects.

RESOLVED FURTHER, that any and all actions previously taken by an Authorized Person in connection with the Sale be, and they hereby are, approved, adopted, ratified and confirmed in all respects.

GENERAL RESOLUTIONS

RESOLVED FURTHER, that each Authorized Person be, and hereby is, given the authority to execute and deliver all documents and instruments, and to take all other actions, desirable in connection with the foregoing matters, and that all documents and instruments executed and delivered, and all other actions taken by an Authorized Person in connection with the foregoing matters prior to the date hereof be, and they hereby are, approved, adopted, authorized, ratified. and confirmed in all respects.

RESOLVED FURTHER, that each and every resolution which is advisable or required to be adopted to carry out the purpose and intent of the foregoing resolutions shall be deemed to be, and the same hereby is, adopted and approved as if fully rewritten herein, provided that a copy of such resolution is attached hereto.

RESOLVED FURTHER, that each Authorized Person be, and he hereby is, authorized and directed to place a copy of this written consent in the books of the Company.

[*Signature page follows.]*

Docusign Envelope ID: 9F7B9500-BF23-493D-BF17-F02C2BD197FA

IN WITNESS WHEREOF, the undersigned has executed this written consent effective as of the Effective Date.

BROADWAY ASSET MANAGEMENT LLC, an Ohio limited liability company

By: DocuSigned by: Thomas C. Rini 70753FC8ECD5477...
Thomas C. Rini, President

APPROVED BY THE MANAGERS OF BROADWAY ASSET MANAGEMENT LLC

DocuSigned by: Thomas C. Rini 70753FC8ECD5477...
Thomas C. Rini, Manager

DocuSigned by: Rocky Mountain 6CE519A535F84BA...
Rocky Mountain, Manager

Docusign Envelope ID: E321B332-991B-4BDD-8031-16AB3F549C95

INCUMBENCY CERTIFICATE

Mark Tompkins is the duly elected President of the Board of Directors of Broadway Station Metropolitan District Nos. 1-3 (the "Districts") and, as such, is authorized to act on behalf the Districts and, more specifically, is authorized to submit rezoning applications and related instruments with respect to the Districts' property and the development thereof and to authorize Denver Real Estate Ventures, LLC, a Delaware limited liability company, to do so on behalf of the Districts.

IN WITNESS WHEREOF, the Districts have executed this Incumbency Certificate as of the date set forth below.

BROADWAY STATION
METROPOLITAN DISTRICT NO. 1

By: DocuSigned by: Mark Tompkins 2576CB10417D40F...
President

Attest:

By: Signed by: Elizabeth Lee 1090BEF29908462...
Assistant Secretary

Date: 7/8/2025 | 1:03 PM PDT

(S E A L)

BROADWAY STATION
METROPOLITAN DISTRICT NO. 2

By: DocuSigned by: Mark Tompkins 2576CB19417D49F...
President

Attest:

By: Signed by: Elizabeth Lee 1090BEF29908462...
Assistant Secretary

Date: 7/8/2025 | 1:03 PM PDT

(S E A L)

BROADWAY STATION
METROPOLITAN DISTRICT NO. 3

By: DocuSigned by: Mark Tompkins 2576CB19417D49F...
President

Attest:

By: Signed by: Elizabeth Lee 1090BEF29908462...
Assistant Secretary

Date: 7/8/2025 | 1:03 PM PDT

(S E A L)

DENVER REAL ESTATE VENTURES, LLC

CERTIFICATE OF AUTHORITY

I, Robert L. Cohen, pursuant to the powers vested in me as the Managing Member of CWSC Manager, LLC, a Delaware limited liability company ("CWSC Manager"), which serves as the Manager of Colorado Women's Soccer Coalition, LLC, a Delaware limited liability company ("CWSC"), the sole member of Denver Real Estate Ventures, LLC, a Delaware limited liability company (the "Company"), and in accordance with the Delaware Limited Liability Company Act (as amended) and the governing documents of each of CWSC Manager, CWSC and the Company, hereby certify that Guiselle Torres is duly authorized to represent the interests of the Company and enter into, execute and perform any and all agreements or documents on behalf of the Company, and take any and all further action necessary or consistent therewith.

Dated effective as of July 8, 2025.

/s/ Robert L. Cohen
Robert L. Cohen, Managing Member of
CWSC Manager, LLC

Acknowledged by:

CWSC Manager, LLC, Manager of CWSC

By: /s/ Robert L. Cohen
Name: Robert L. Cohen
Title: Managing Member

Colorado Women's Soccer Coalition, LLC, sole member of the Company

By: CWSC Manager, LLC
Its: Manager

By: /s/ Robert L. Cohen
Name: Robert L. Cohen
Title: Managing Member

EXHIBIT "A"

LAND DESCRIPTION
SHEET 1 OF 2

A PART OF BROADWAY STATION FILING NO. 4 AND A PART OF S. CHEROKEE ST. AS SHOWN ON THE PLAT OF VANDERBILT PARK AND SYLVESTER'S ADDITION TO VANDERBILT PARK LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, BEARS NORTH 00°44'36" WEST A DISTANCE OF 2647.74 FEET; THENCE NORTH 42°17'52" WEST, A DISTANCE OF 2,693.81 FEET TO THE SOUTHWEST CORNER OF TRACT C, AS SHOWN ON SAID BROADWAY STATION FILING NO. 4 AND THE **POINT OF BEGINNING**;

THENCE, COINCIDENT WITH THE WESTERLY AND NORTHERLY LINES OF SAID BROADWAY STATION FILING 4, THE FOLLOWING TWELVE (12) COURSES:

1. NORTH 32°45'00" WEST, A DISTANCE OF 26.01 FEET;
2. THENCE NORTH 00°37'16" WEST, A DISTANCE OF 103.94 FEET;
3. THENCE SOUTH 89°49'48" WEST, A DISTANCE OF 10.81 FEET;
4. THENCE NORTH 21°29'09" WEST, A DISTANCE OF 294.78 FEET;
5. THENCE NORTH 06°51'15" EAST, A DISTANCE OF 75.63 FEET;
6. THENCE NORTH 37°59'28" EAST, A DISTANCE OF 31.96 FEET;
7. THENCE NORTH 71°38'51" EAST, A DISTANCE OF 81.77 FEET;
8. THENCE SOUTH 79°44'49" EAST, A DISTANCE OF 174.83 FEET;
9. THENCE SOUTH 00°32'56" EAST, A DISTANCE OF 50.00 FEET;
10. THENCE NORTH 89°06'51" EAST, A DISTANCE OF 170.00 FEET;
11. THENCE SOUTH 00°32'56" EAST, A DISTANCE OF 25.00 FEET;
12. THENCE NORTH 89°06'51" EAST, A DISTANCE OF 125.00 FEET TO THE NORTHEAST CORNER OF TRACT EE OF SAID BROADWAY STATION FILING NO. 4;

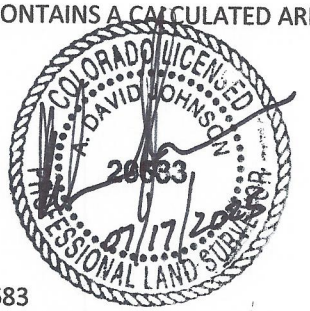
THENCE NORTH 84°21'13" EAST, A DISTANCE OF 29.21 FEET TO THE NORTHWEST CORNER OF TRACT CC OF SAID BROADWAY STATION FILING NO. 4;

THENCE SOUTH 78°08'57" EAST, COINCIDENT WITH THE NORTH LINE OF SAID TRACT CC, A DISTANCE OF 19.17 FEET;

THENCE SOUTH 00°36'02" EAST, A DISTANCE OF 418.35 FEET TO THE EASTERLY EXTENSION OF SAID SOUTHERLY LINE OF TRACT C;

THENCE SOUTH 89°23'58" WEST, ALONG SAID EASTERLY EXTENSION AND ALONG SAID SOUTHERLY LINE OF TRACT C, A DISTANCE OF 492.29 FEET TO SAID SOUTHWEST CORNER OF TRACT C AND THE **POINT OF BEGINNING**;

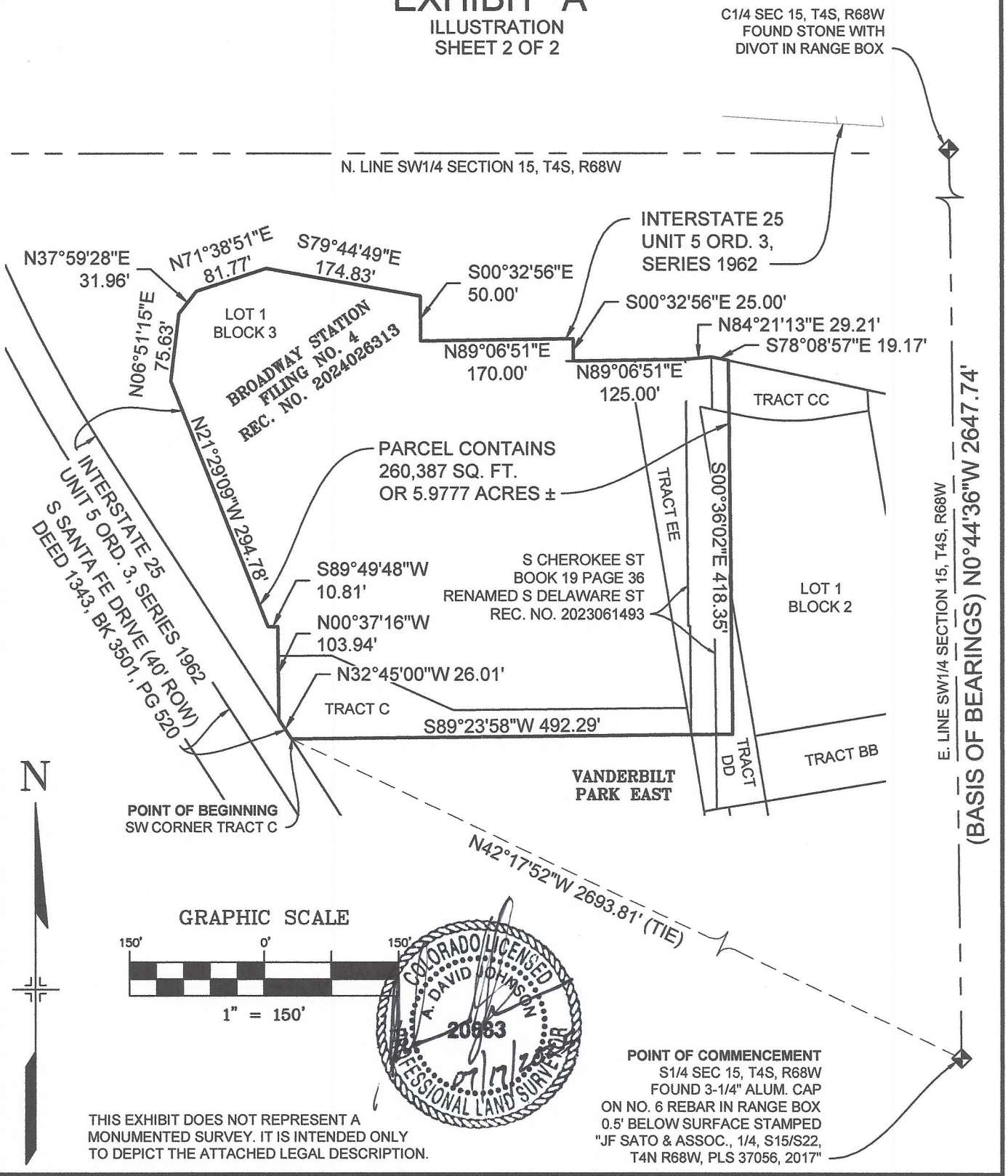
THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 260,387 SQUARE FEET OR (5.9777 ACRES), MORE OR LESS.



PREPARED BY:
A DAVID JOHNSON, PLS 20683
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.
707 17TH STREET, SUITE 3150
DENVER, CO 80202
PHONE NO.: 303.572.0200

EXHIBIT "A"

ILLUSTRATION
SHEET 2 OF 2



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PREPARED BY: Matrix	SCALE: 1" = 150'	EXHIBIT "A"
	DRAWN BY: JHS	ILLUSTRATION
	CHECKED BY: ADJ	DATE: 07/17/2025 SHEET 2 OF 2

FILE LOCATION: R:\19.817.004 (Broadway Station)\Survey\Dwg\Exhibits\Stadium Zone Lot\817-BWS-STADIUM-ZONE LOT-REV1.dwg

POPULOUS

July 11, 2025

Tony Lechuga

Community Planning & Development

201 W. Colfax Ave. Dept. 205

Denver, CO 80202

Deviations from Standard Zone District:

Deviation	Why deviation is necessary
General Form – Setbacks to be 0’	Allows stadium to fit on a tight site. This deviates from CMP-ENT, but gets closer to C-MX-16
General Form – Upper Story Setbacks to be 0’	This allows for canopy above to full cover seating.
Fence Height shall not exceed 12’	For safety of players and fans
Fence Opacity	Based off of security fencing standards that other leagues require. NWSL may implement/ need this as they are currently working on their standards document
No required parking	The development is a TOD

1630 Stout ST.
Denver, CO 80202USA

O +1 303 382 2780

July 11, 2025

Tony Lechuga
Community Planning & Development
201 W. Colfax Ave. Dept. 205
Denver, CO 80202

The proposed official map amendment is consistent with the City's adopted plans.

The rezoning of the property to the requested PUD zone district is consistent with the policies and recommendations found in each of the adopted plans, as explained in the following paragraphs.

1. Comprehensive Plan 2040
   The City's Comprehensive Plan 2040 is made up of six vision elements to form a sustainable, comprehensive vision for Denver. The proposed PUD aligns consistently with these elements, with a particular focus on Equity, Connected Places and Climate.
   - Equitable, Affordable and Inclusive
     - Goal 1 – *Ensure all Denver residents have safe, convenient and affordable access to basic services and a variety of amenities*
       - This PUD will provide an additional amenity for the City, easily accessible by various transportation options, such as public transit and bike paths, ensuring equitable access for Denver residents. Located on a currently vacant site, the development will introduce new amenities to the area.
     - Goal 5 – *Reduce the involuntary displacement of residents and businesses*
       - The PUD is in alignment with this goal. As the PUD implicates a vacant lot, it will not be displacing any current residents or businesses in the area. The goal is to bring new businesses to the adjacent neighborhoods with the uses enabled through this PUD.
     - Goal 7 – *Make neighborhoods accessible to people of all ages and abilities*

1630 Stout ST.
Denver, CO 80202USA

O +1 303 382 2780

        - The PUD is located in an area that allows for various modes of transportation to access it, whether by foot, bike, train, or car. A mobility study is in the process of being developed to consider all modes of transportation, as well as age and ability accessing the PUD. On event days, while no parking is required on the site as a TOD, ADA parking will be located at the nearest adjacency. Additionally, drop-off locations will be integrated into the design and operations of the site.
- Strong and Authentic Neighborhoods
    - Goal 2 – *Enhance Denver's neighborhoods through high-quality urban design*.
        - This PUD will allow for the building of a world-class stadium built at the highest quality in an urban environment.
    - Goal 9 – Ensure all neighborhoods are safe.
        - Allowing for the building of a stadium will ensure the site is no longer vacant, thereby increasing safety.
- Connected, Safe and Accessible Places
    - Goal 1- *Deliver a multimodal network that encourages more trips by walking, rolling, biking and transit*.
        - The rezoning will allow the proposed PUD to be a Transit-Oriented Development (TOD). It will be in an exciting spot for those that travel by bike and public transit, with close adjacency to the Platte River bike path, the D, E, H rail lines, and the Broadway bus routes. With no required parking on site for the TOD, these alternative modes of transportation will be highly encouraged due to the ease of access by using them.
    - Goal 2 – *Provide a safe transportation system that serves all users*.
        - The proposed location of the PUD will allow for minimal street crossings as pedestrians make their way from the rail stop to the PUD. Pedestrians will walk within the Broadway station development, across the bridge, and make their way within the pedestrian-oriented streets within the greater Santa Fe yards development

    - Goal 5 – *Ensure the development of a frequent, high-quality and reliable transit network*.

        - With the requested rezoning at this location, the PUD will be frequently accessed by people coming from Broadway, which is shown as a “very frequent” transit service corridor in the Denver Moves Transit document.
    - Goal 6 – *Build and maintain safe bicycle and pedestrian networks*
        - This PUD would be a great addition to the bike and pedestrian network in this area of the City. This development will be adding to the connection of the Platte River trail to the areas to the East.
    - Goal 8 – *Strengthen multimodal connections in mixed-use centers and focus growth near transit*
        - As this area develops, the PUD will encourage more growth and activity in the area. With the TOD designation, access to this area will promote public transit as one of the easier ways to access the site.
- Economically Diverse and Vibrant
    - Goal 3 – *Sustain and grow Denver’s local neighborhood business*
        - A stadium in this location will bring spectators to the neighborhood and additional patrons to existing businesses, while also creating opportunities for new businesses.
- Environmentally Resilient
    - Goal 5 – *Enhance and protect the South Platte River*
        - The team is excited about the proposed PUD’s proximity to the river. Steps are being taken for flood control and stormwater capture to highlight the importance of protecting waterways. Access to the Platte River bike path will be much improved with the development of this area.
    - Goal 6 – *Protect and expand Denver’s green infrastructure network*
        - The proposed PUD is actively working with the adjacent park development team to create fluidity and interaction between the two sites. This will be an integral connection for the success of the PUD/ Stadium.
    - Goal 8 – *Clean our soils, conserve land and grow responsibly*
        - While the site is currently vacant, it was a previously developed site that has now been empty for a number of years. It’s in a hard to develop spot, surrounded on 2 sides by high traffic roads/ highways, leaving access to the site difficult via car, which may have discouraged other types of businesses to move into this area.

- While this site is not designated a brownfield site, there are brownfields very nearby. The proposed PUD will bring activity to the area and will help inspire others to rehabilitate and develop on these brownfields

2. Blueprint Denver

Blueprint Denver is an adopted supplement to the Comprehensive Plan 2040. The requested rezoning is consistent with many of the six vision elements that provide the basis for the goals, policies and strategies within Blueprint Denver. The following paragraphs look at how the PUD will be consistent with Blueprint Denver in regards to 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.

a. The proposed rezoning of this Campus PUD fits within a District category as listed in the Neighborhood Contexts within Blueprint Denver.
b. While the PUD will fit into the District category due to the use, it will be planned alongside a neighborhood that will fit into the Urban Center neighborhood context. The two neighborhood contexts will work together seamlessly to create a new Regional Center in this area. There are plans in place for the surrounding site to provide a range of amenities including park space and potential office, residential and hospitality buildings. With direct access to transit and bike paths, as well as plans to integrate the buildings to connect to the park space, the area will be used to host entertainment and cultural events, bringing people to the center.
c. The District that this site will occupy is shown as one of the highest percentages of future growth within the Growth Strategy map. The map shows this area as becoming a Regional Center. As this site has been under utilized and vacant for a number of years, the development opportunities with the stadium/ PUD site will help to provide jobs and housing in the area with the diverse amenities being planned. This goal for the PUD aligns with the Growth Strategy as shown in Blueprint Denver.
d. The street types surrounding this PUD will be developed with a mix of Mixed-Use and Main Street elements due to the mix of uses anticipated between the Campus/ Stadium use of the PUD and adjacent uses of businesses, residential, and hospitality spaces. The way the site is located with the park space situated on the adjacent site, it will allow for design elements to keep automobile speeds low to allow for enhanced experience and safety for pedestrians and bikes.

e. Plan policies and strategies
    - Land Use & Built Form: General
        i. The PUD aligns well with Policy 01, 02 & 09 with the PUD being set in a transit-oriented development and in an area prioritized for Growth within the Growth Map.
    - Land Use & Built Form: Economics
        i. The PUD aligns with Policy 05 as it is actively working with a new organization to the City – the NWSL Women's Soccer Team. Between the team and stadium, new jobs will be created within a whole new regional center along a very active corridor in Denver.
    - Mobility
        i. As discussed often throughout this PUD Application, alternative forms of transportation are being actively promoted with the development of this PUD. Infrastructure adding to safe access points are already in place for this future development, which will aid in getting people to the PUD safely via different modes of transportation.
    - Quality-of-Life
        i. The PUD and adjacent properties are working together and have top priorities in alignment with these policies. The Stadium and park space are working together to minimize flooding and manage stormwater (Policy 03). The Santa Fe Yards development as a whole is prioritizing green space, pedestrian access and connection to adjacent trails (Policy 01, 02, 05, 07).

f. The PUD will add to the equity concepts in Blueprint Denver for this area of the City by bringing brand new job opportunities related to the PUD/ Stadium. This site has not been very accessible to the surrounding neighborhoods and has added to the divide that has occurred due to the railroad, highways, river that naturally create a separation here. This development will bridge those gaps, bringing pedestrian paths, bike paths and green space to more people in the area. Alongside those pathways, the existing RTD stop is within walking distance, giving access to the future businesses coming to this area.

3. Neighborhood/ Small Area Plan

A. The I-25 and Broadway Station Area Plan (2016)

The proposed rezoning is consistent with the I-25 and Broadway Station Area Plan (2016).

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

- *"Recruit new, growing entrepreneurial and innovative businesses seeking to locate in a growing employment district." (p.44)*
- *"Seek businesses that can serve both the local and commuter populations including day-care and preschools, out-patient medical offices, doctors offices, library, satellite community college or night schools, or vocational training facilities." (p.45)*
- *"Support the economic resiliency of the Station Area and surrounding neighborhoods with a strong mix of land uses." (p.45)*
- *"A VIBRANT Broadway Station is an 18-hour, mixed-use district that is the heart and gathering place for adjacent neighborhoods as well as a regional destination." (p.52)*
- *"Transit-Oriented Developments have land uses with a direct correlation to the function of a mass transit system." (p.55)*
- *"Create a compact development pattern with small blocks and building frontages that spatially define public streets and open spaces." (p.58)*
- *"Incorporate a variety of building heights and form to create an interesting urban environment." (p.58)*
- *"Future building design at I-25 and Broadway Station should create an identity for the Station Area that makes this a unique 'place' within the city." (p.59)*
- *"Create a sense of place." (p.60)*
- *"Create a unique identity within the City and Region." (p.61)*
- *"Locate active uses at edges of the park where feasible to provide "eyes on the park." (p.84)*

The proposed rezoning would further the goals of the I-25 and Broadway Station Area Plan.

The designation for the site calls for accommodating a variety of uses on the site to activate the station area which would be accomplished by a stadium. Furthermore, the "Town Center" map designation encourages and anticipated such an entertainment use on the site.

A stadium would also accomplish the key plan goals of creating a sense of place and a unique identity.

General Review Criteria

Public Interest: The proposed official map amendment is in the Public Interest

a. This PUD is in the public interest by complying with adopted plans as well as bringing the Stadium to the heart of Denver in an accessible area of the City with multiple transportation options for the public and not depending on car access only. This PUD will also develop an area of the City that has been vacant for a number of years and will bring activity and life to the Broadway station rail stop and Platte River trail.

The proposed official map amendment is consistent with the description of the applicable neighborhood context, and with the stated purpose and intent of the proposed Zone District.

a. The proposed PUD is designed to accommodate the Stadium within the Campus PUD. The distinct nature of the stadium's design requires a specific size and form, which is incorporated into the overall PUD District Plan. This design will help create a dense, mixed-use, transit-oriented area. The surrounding parcels are planned to feature green spaces and hardscaped plazas, connecting pedestrian, bike, and transit paths. Together, these elements align with and support the City's adopted plans.

Additional Review Criteria

The PUD District is consistent with the intent, purpose, all applicable standards and criteria stated in Article 9, Division 9.6 (Planned Unit Development).

The PUD is responding to unique circumstances due to the use, building form, and site for the project needing more flexible zoning than what is achievable through standard zone districts.

The PUD District and the PUD District Plan comply with all applicable standards and criteria stated in Division 9.6

The PUD complies with applicable standards and criteria as stated in Article 9, Division 9.6. The standards and criteria are addressed in the attached application, narratives, and forthcoming SDP submittal. A Comprehensive Sign Plan (CSP) will follow these submittals.

The development proposed on the subject property is not feasible under any other Zone Districts, and would require an unreasonable number of variances or waivers and conditions.

Due to the specific nature of the design of a Stadium and the tight constraints of this site for the Stadium, the project is not feasible under any other Zone Districts and would require a lengthy variance process to allow for the building to be built as a successful Stadium for the City of Denver.

The PUD District and the PUD District Plan establish permitted uses that are compatible with existing land uses and adjacent to the subject property

The PUD establishes permitted uses for this site. It is in alignment and compatible with the adjacent planned land uses. The adjacent land in the area is not yet developed, but is in progress to be developed and is planned to directly support the use of this PUD.

The PUD District, the PUD District Plan establish permitted building forms that are compatible with adjacent existing building forms, or which are made compatible through appropriate transitions at the boundaries of the PUD District Plan (e.g. through decreases in building height, through significant distance or separation by rights-of-way, landscaping or similar features; or through innovative building design).

Since a Stadium is not currently a defined building form under Denver Zoning, the PUD establishes the building form standards for a Sports/ Entertainment Primary Use. As the PUD is being planned within other currently vacant parcels (concurrently undergoing plans for development), the adjacent properties will be developed in alignment with the building form on this PUD. Landscaping features and the adjacent park design will allow for appropriate transitions at the boundary of the PUD District Plan.

Community Outreach Documentation

As part of the rezoning process, we have conducted initial community outreach and plan further community engagement activities throughout the process.

On 06/25/25, we held a Community Open House in the Athmar Park neighborhood attended by more than 90 members of the community. We reached out directly to RNOs, business groups, City Council offices and adjacent members of the community to encourage attendance.

Participants identified themselves as coming from the following neighborhoods: Baker, Athmar Park, Valverde, Ruby Hill, Overland, Downtown, Westwood and Platt Park.

Comments received focused on the following areas: transportation/parking, cultural & community integration, local business integration/economic opportunity, environmental, and questions about the stadium operation plans.

On 5/29/25, we attended the kick-off meeting of the Community Benefits Agreement ("CBA") Committee and have subsequently met with this group weekly since their first meeting.

On 07/17/25, we will attend and present at an Inter-Neighborhood Cooperation meeting to discuss this rezoning among other issues related to the stadium. More presentations and updates will be provided at future RNO and other organization meetings in the near future, along with another formal project community meeting planned for early September.

As of 7/10/25, we have either briefed or provided information about the rezoning application to all thirteen members of the City Council prior to our planned submission date of this application.

We anticipate further community conversations with individuals, businesses and RNOs as the rezoning moves through the process. The project team has also contracted with a local non-profit organization to assist with outreach and engagement to underserved and underrepresented communities.

We are also developing a web page for direct community feedback and to facilitate meetings. The project team also intends to distribute project-related newsletters and surveys to gather more feedback and community input.

PUD-G 39

709 South Delaware Street
Official Map Amendment #2025I-00029
Effective Date: MM/DD/2025

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PUD-G 39

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CHAPTER 1. ESTABLISHMENT AND INTENT

SECTION 1.1 PUD-G 39 ESTABLISHED

PUD-G 39 Established

The provisions of this PUD-G 39 apply to the land depicted on the Official Zoning Map with the label PUD-G 39, and more generally described as approximately 5.9 acres of land. The PUD-G 39 is a single area with no subareas established, legally described as:

A PART OF BROADWAY STATION FILING NO. 4 AND A PART OF S. CHEROKEE ST. AS SHOWN ON THE PLAT OF VANDERBILT PARK AND SYLVESTER'S ADDITION TO VANDERBILT PARK LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, BEARS NORTH 00°44'36" WEST A DISTANCE OF 2647.74 FEET; THENCE NORTH 42°17'52" WEST, A DISTANCE OF 2,693.81 FEET TO THE SOUTHWEST CORNER OF TRACT C, AS SHOWN ON SAID BROADWAY STATION FILING NO. 4 AND THE POINT OF BEGINNING;

THENCE, COINCIDENT WITH THE WESTERLY AND NORTHERLY LINES OF SAID BROADWAY STATION FILING 4, THE FOLLOWING TWELVE (12) COURSES:

1. NORTH 32°45'00" WEST, A DISTANCE OF 26.01 FEET;
2. THENCE NORTH 00°37'16" WEST, A DISTANCE OF 103.94 FEET;
3. THENCE SOUTH 89°49'48" WEST, A DISTANCE OF 10.81 FEET;
4. THENCE NORTH 21°29'09" WEST, A DISTANCE OF 294.78 FEET;
5. THENCE NORTH 06°51'15" EAST, A DISTANCE OF 75.63 FEET;
6. THENCE NORTH 37°59'28"' EAST, A DISTANCE OF 31.96 FEET;
7. THENCE NORTH 71°38'51" EAST, A DISTANCE OF 81.77 FEET;
8. THENCE SOUTH 79°44'49" EAST, A DISTANCE OF 174.83 FEET;
9. THENCE SOUTH 00°32'56" EAST, A DISTANCE OF 50.00 FEET;
10. THENCE NORTH 89°06'51" EAST, A DISTANCE OF 170.00 FEET;
11. THENCE SOUTH 00°32'56" EAST, A DISTANCE OF 25.00 FEET;
12. THENCE NORTH 89°06'51" EAST, A DISTANCE OF 125.00 FEET TO THE NORTHEAST CORNER OF TRACT EE OF SAID BROADWAY STATION FILING NO. 4;

THENCE NORTH 84°21'13" EAST, A DISTANCE OF 29.21 FEET TO THE NORTHWEST CORNER OF TRACT CC OF SAID BROADWAY STATION FILING NO. 4;
THENCE SOUTH 78°08'57" EAST, COINCIDENT WITH THE NORTH LINE OF SAID TRACT CC, A DISTANCE OF 19.17 FEET;

THENCE SOUTH 00°36'02" EAST, A DISTANCE OF 418.35 FEET TO THE EASTERLY EXTENSION OF SAID SOUTHERLY LINE OF TRACT C;

THENCE SOUTH 89°23'58" WEST, ALONG SAID EASTERLY EXTENSION AND ALONG SAID SOUTHERLY LINE OF TRACT C, A DISTANCE OF 492.29 FEET TO SAID SOUTHWEST CORNER OF TRACT C AND THE POINT OF BEGINNING;

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 260,387 SQUARE FEET OR (5.9777 ACRES), MORE OR LESS.

SECTION 1.2 PUD-G 39 GENERAL PURPOSE

The general purpose of PUD-G 39 is to:

1.2.1 Facilitate development of the site in a manner that compliments the plan guidance for a dense, mixed use, transit oriented area.

1.2.2 Allow uses and building forms that enhance the functionality of the site as a potential sports stadium or entertainment arena and compliment the mixed use district to the east and the park to the south.

SECTION 1.3 PUD-G 39 SPECIFIC INTENT

The specific intent of PUD-G 39 is to:

1.3.1 Establish specific building form standards that accommodate the unique site and transit oriented location while allowing for development of a potential sports stadium or entertainment venue.

1.3.2 Encourage pedestrian-activated spaces, supporting retail uses, and green infrastructure as envisioned in the City's adopted plans for a Campus Context.

1.3.3 Encourage a multimodal experience compatible with the adjacent I-25 & Broadway Station by limiting parking and establishing standards associated with transit oriented development.

CHAPTER 2. NEIGHBORHOOD CONTEXT DESCRIPTION

All development within this PUD-G 39 shall conform to the Denver Zoning Code, Division 9.2, Campus Context Description, as amended from time to time, except as modified in this PUD-G 39.

CHAPTER 3. DISTRICTS

Development in this PUD-G 39 shall conform to the Denver Zoning Code, Division 9.2.5, Campus-Entertainment, as specifically applicable to the CMP-ENT Zone District, as amended from time to time, except as modified in this PUD-G 39.

CHAPTER 4. DESIGN STANDARDS

SECTION 4.1 APPLICABILITY

A. If Sports and/or Entertainment Arena or Stadium is not a Primary Use on the Zone Lot
Development in this PUD-G 39 shall comply with the Primary Building form standards for the C-MX-16 Zone District, as amended from time to time, without the modifications and additions of Section 4.2.

B. If Sports and/or Entertainment Arena or Stadium is a Primary Use on the Zone Lot
Development in this PUD-G 39 shall comply with the Primary Building form standards in Section 9.2.5 of the Denver Zoning Code with the following modifications and additions of Section 4.2.

SECTION 4.2 PRIMARY BUILDING FORM STANDARDS

Section 9.2.5.2 of the Denver Zoning Code, Design Standards for CMP-ENT, shall not apply. Instead, all development in this PUD-G 39 shall comply with the following building form standards in Table 4.1:

TABLE 4.1: BUILDING FORM STANDARDS OF PUD-G 39

HEIGHT	PUD-G 39
Feet (max)	150′
SITING	**PUD-G 39**
REQUIRED BUILD-TO	
Eastern Primary Street (min build-to % within min/max range)	70% 0′-25′
SETBACKS AND BUILDING COVERAGE	
Primary Street (min)	0′
Side Street (min)	0′
Side Interior (min)	0′
Rear (min)	0′
STREET LEVEL ACTIVATION	
Transparency, Primary Street (min)	25%
USES	**PUD-G 39**
Street Level Active Uses (min % of eastern Primary Street frontage meeting Build-To requirement)	25%

4.2.1 Primary Street Frontages Established

For the purposes of interpreting Table 4.1, the southern and eastern zone lot lines shall be considered Primary Street Zone Lot Lines as shown in Figure 4-1.

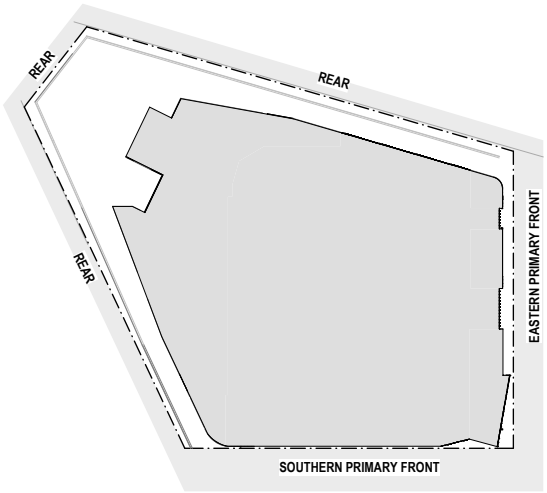

Figure 4-1: Illustrative image showing Primary Street Zone Lot Lines

CHAPTER 5. USES

SECTION 5.1 USES

Primary, accessory and temporary uses allowed in this PUD-G 39 shall be those same uses allowed in the CMP-ENT Zone District, as stated in the Denver Zoning Code, Division 9.2.8, Uses, as amended from time to time with the following addition and exception:

A. "Parking, Surface" as defined in Section 11.12.4.3.B.2 of the Denver Zoning Code shall not be a Permitted Use as a Primary Use.

B. "Food Sales or Market" as defined in Section 11.12.4.7.B.3 of the Denver Zoning Code shall be a Permitted Use with a Zoning Permit (P-ZP) as a Primary Use.

CHAPTER 6. ADDITIONAL STANDARDS

SECTION 6.1 ARTICLE 1 OF THE DENVER ZONING CODE

6.1.1 Applicability

Development in this PUD-G 39 shall conform to Article 1, General Provisions of the Denver Zoning Code, as amended from time to time.

SECTION 6.2 ARTICLE 9 OF THE DENVER ZONING CODE

6.2.1 Applicability

Development in this PUD-G 39 shall comply with Article 9, Special Districts of the Denver Zoning Code, as amended from time to time and as previously amended in this PUD-G 39.

SECTION 6.3 ARTICLE 10 OF THE DENVER ZONING CODE

6.3.1 Applicability

Development in this PUD-G 39 shall comply with the Denver Zoning Code, Article 10, General Design Standards, as amended from time to time, except as modified by this Section 6.3:

6.3.2 Maximum Vehicle Surface Parking for Transit Oriented Development

Section 10.4.4.4, Maximum Vehicle Surface Parking for Transit Oriented Development, shall apply to PUD-G 39.

6.3.3 Signs

A. Intent:

1. Allow flexibility in the number, size, type, location and attributes of signs and Special Lighting Elements in order to support activation of publicly accessible open space and support of events in the stadium district. Unique signage is intended to be incorporated and displayed in ways that support activation, engagement, civic pride and strong connectivity to the stadium, which may include:
    a. Creative and artistic signs
    b. Special Lighting Elements
    c. Signs infused with art
    d. Signs with digital displays
    e. Signs integrated with one or more iconic or distinctive features
    f. Non-standard or one-of-a-kind advertising opportunities
    g. Signs including images of players wearing official uniforms of professional sport leagues
2. Facilitate development of a coordinated program of signage and illumination elements that enhances the aesthetic values of the city and ensures quality design; enhances the city's attraction to and creates excitement and anticipation for residents, employee and visitors; and promotes good urban design.
3. Mitigate possible adverse impacts of signs and Special Lighting Elements, particularly on surrounding land uses.

B. Applicability

1. If Sports and/or Entertainment Arena or Stadium is not a Primary Use on the Zone Lot, Sections 10.10.11, Mixed Use Commercial Zone Districts - Tier 1 Sign Standards, or

10.10.12, Mixed Use Commercial Zone Districts - Tier 2 Sign Standards, shall apply to PUD-G 39.

2. If Sports and/or Entertainment Arena or Stadium is a Primary Use on the Zone Lot, Section 10.10.7, Campus Zone District Sign Standards, shall apply to PUD-G 39 with the modifications of this, Section 6.3.3, to allow additional number of signs, additional sign types and elements of illumination, flashing, and off-site advertising. Additional number of signs, additional sign types and elements as described in this Section 6.3.3 may be allowed only by an approved comprehensive sign plan for this PUD-G 39.

C. Allowed Signs, Placement, and Design

1. Outdoor General Advertising Devices and Off-Site Commercial Signs

Signs relating to products, services, uses, businesses, commodities, entertainment or attractions sold, offered or existing elsewhere than upon the same zone lot where such sign is displayed, including Outdoor General Advertising Devices and Off-Site Commercial Signs, are only allowed within portions of the PUD zone district per Section 6.3.3.C.9, subject to an approved Comprehensive Sign Plan.

2. Special Lighting Elements

Special Lighting Elements are allowed in PUD-G 39. For purposes of this Section 6.3.3, "Special Lighting Elements" means, where both the lighting source and the illuminated surface or medium are located within PUD-39, the illumination of:

a. The outside surface of any building, structure, part of a building or structure.

b. Any water, mist, fog, smoke, or other surface, material, medium or substrate located outdoors.

3. Animation

Animated Signs and animation, dynamic elements, and full-motion video as a part of a Special Lighting Element sign are allowed.

4. Illumination

a. Illumination of signs and illumination integrated into Special Lighting Elements is allowed.

b. Flashing signs and flashing Special Lighting Elements are allowed.

c. The Comprehensive Sign Plan shall include restrictions on illumination levels and on hours of illumination that minimize impact on adjacent uses, while allowing some flexibility for an Event Day, Game Day and holidays.

5. Glare and Adverse Impacts

Signs shall be oriented or illuminated so that they do not adversely impact existing nearby residential uses or structures or motor vehicles on public rights-of-way. Examples of adverse impact include, but are not limited to, glare from intense illumination as defined in the Denver Zoning Code. If the Zoning Administrator determines that the illumination from a sign is causing an adverse impact, the owner will work with the City and County of Denver to mitigate the adverse impact.

6. Maximum Number

There is no maximum on the number of signs allowed by this Section 6.3.3.

7. Maximum Sign Area

There is no maximum sign area for signs allowed by this Section 6.3.3.

8. Maximum Height Above Grade

There is no maximum height of signs except that no sign allowed by this Section 6.3.3 shall extend above the Roof Line of the building to which it is attached.

9. Location

a. Outdoor General Advertising Devices, Off-Site Commercial Signs, and Flashing Signs are not allowed on the northern and western exterior sides of the stadium, also referenced in Figure 4-1 as Rear Lot Lines.

b. Aerial Roof Identification, as defined in Section 6.6.2 of this PUD-G 39, shall be allowed.

c. Temporary signs may be installed at the east or south exterior sides, also referenced in Figure 4-1 as Eastern Primary Front and Southern Primary Front.

10. Materials

The comprehensive sign plan shall require that signs and equipment for Special Lighting Elements be professionally designed and fabricated from quality, durable materials, including a requirement that only quality illumination equipment be used for illuminated signs and Special Lighting Elements.

D. Comprehensive Sign Plan Requirements

In addition to requirements stated in Section 10.10.3.3 of the DZC, an application for a comprehensive sign plan with illumination, flashing, or off-site advertising shall include a description and defining characteristics to demonstrate compliance with the requirements of this PUD-G 39. The comprehensive sign plan shall be subject to the following additional requirements:

1. Initiation

One or more owners of real property located within PUD-G 39 or their authorized representative may initiate a request to establish or amend the comprehensive sign plan.

2. Plan Submittal

In addition to requirements stated in Section 10.10.3.3 of the DZC, an application for a comprehensive sign plan with illumination, flashing or off-site advertising signs shall include the following:

a. Hours of Illumination

b. Illumination levels

c. Mitigation measures reasonably necessary to mitigate material adverse impacts. For purposes of this provision, "material adverse impacts" include but are not limited to, glare, nuisance or distraction to nearby permitted land uses or motor vehicles on public roadways.

3. Review Criteria

a. The Comprehensive Sign Plan shall comply with Denver Zoning Code Section 12.4.15, Comprehensive Sign Plan Review Procedure.

b. The comprehensive sign plan shall result in signs and Special Lighting Elements that:

i. Are designed to be visually compatible with the character of the adjacent neighborhood.

ii. Do not create adverse impacts on motor vehicles on public roadways, or nearby permitted land uses and contain measures necessary to mitigate.

iii. Are appropriately located and designed to complement the unique configuration and use of the zone lot.

c. The cumulative effect of the comprehensive sign plan's allowances for signs and Special Lighting Elements shall:

i. Facilitate activation of publicly accessible open space.

ii. Support events in the stadium.

iii. Enhance the aesthetic values of the city and ensure quality design.

iv. Enhance the city's attraction to the stadium and create excitement and anticipation for residents, employees, and visitors.

v. Promote good urban design.

6.3.4 Site Enclosure, Fencing, and Utility Screening

A. Intent:
To allow flexibility in site fencing to meet the security needs of the National Women's Soccer League but set opacity standards to ensure visual permeability above eye level and prevent the appearance of a continuous solid wall.

B. Standards:

1. Section 10.5.5.2, regarding maximum fence heights shall not apply in PUD-G 39 and instead the maximum fence height shall not exceed 12 feet with the exception of light poles, banner supports, and decorative canopies.

2. Fence, wall, and screening materials shall be composed of masonry, natural stone, and/or steel.

3. Fences shall be less than or equal to 60% opaque for any portion erected along the eastern and southern frontages. "Opaque" or "opacity" shall be measured as the amount of solid fence or wall materials area divided by the total surface area of the subject fence or wall section, expressed as a percentage.

4. Where less than or equal to 60% opaque materials are required, a combination of solid and open materials may be used to meet this requirement, provided that open areas are evenly dispersed across the fence, wall, or screening.

6.3.5 Bicycle Parking

Enclosed bicycle storage shall meet the requirements of Section 10.4.3.4 with the following exceptions:

A. Enclosed bicycle storage will be provided for building staff.

B. The storage area(s) will be accessible within the secured back-of-house areas of the stadium.

C. In addition to the required permanently fixed bicycle racks, temporary racks shall be provided based on a Traffic Management Plan Micro-mobility Study for Game Day & Large Scale Special Event parking needs. These racks will be provided within one-half mile of the stadium entry gates, adjacent site circulation paths.

SECTION 6.4 ARTICLE 11 OF THE DENVER ZONING CODE

6.4.1 Applicability

Establishment of uses in this PUD-G 39 shall comply with the Denver Zoning Code, Article 11, Use Limitations and Definitions, as amended from time to time.

SECTION 6.5 ARTICLE 12 OF THE DENVER ZONING CODE

6.5.1 Applicability

All development in this PUD-G 39 shall comply with the Denver Zoning Code, Article 12, Procedures and Enforcement, as amended from time to time, with the following additions.

A. All development in this PUD-G 39 can utilize the allowances of Section 12.4.5, Administrative Adjustment.

B. All development in this PUD-G 39 can utilize the allowances of Section 12.4.7, Variance.

SECTION 6.6 ARTICLE 13 OF THE DENVER ZONING CODE

6.6.1 Applicability

Development in this PUD-G 39 shall comply with the Denver Zoning Code, Article 13, Rules of Measurement and Definitions, as amended from time to time, with the following additions:

6.6.2 Definitions

Aerial Roof Identification: two-dimensional graphic signage that is applied to the surface of the roof material. Content will include the name of the facility, including naming rights sponsor, as applies. Roof identification is not intended to substantially project above the height of the roof or parapet.

CHAPTER 7. RULES OF INTERPRETATION

Whenever a section of the Denver Zoning Code is referred to in this PUD-G 39, that reference shall extend and apply to the section referred to as subsequently amended, recodified, or renumbered; provided, however, if a section of the Denver Zoning Code, as subsequently amended, recodified, or renumbered conflicts with a provision of this PUD-G 39, this PUD-G 39 shall control.

CHAPTER 8. VESTED RIGHTS

This PUD-G 39 shall be established in accordance with Denver Zoning Code sections 9.6.1.2.C and 9.6.1.5, and vested property rights shall be created 90 days after the effective date of the ordinance approving this PUD-G 39. The property rights vested through approval of this PUD-G 39 shall remain vested for a period of 3 years and shall include the right to commence and complete development of and the right to use the site in accordance with the intent, standards, and uses set forth in the Denver Zoning Code, as amended from time to time, except as modified by this PUD-G 39.