



Zone Map Amendment (Rezoning) - Application

PROPERTY OWNER INFORMATION*		PROPERTY OWNER(S) REPRESENTATIVE**	
<input checked="" type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION		<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION	
Property Owner Name	Bowey-Newell Trust	Representative Name	Lorraine Hoover
Address	2655 & 2659 N Downing St	Address	1556 S. Lansing St
City, State, Zip	Denver CO 80205	City, State, Zip	Aurora CO 80205
Telephone	720.937.9245	Telephone	720.937.9245
Email	lorraine.hoover@comcast.net	Email	lorraine.hoover@comcast.ent
<p>*If More Than One Property Owner: All standard zone map amendment applications shall be initiated by all the owners of at least 51% of the total area of the zone lots subject to the rezoning application, or their representatives authorized in writing to do so. See page 3.</p>		<p>**Property owner shall provide a written letter authorizing the representative to act on his/her behalf.</p>	
<p>Please attach Proof of Ownership acceptable to the Manager for each property owner signing the application, such as (a) Assessor's Record, (b) Warranty deed or deed of trust, or (c) Title policy or commitment dated no earlier than 60 days prior to application date.</p> <p>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.</p>			
SUBJECT PROPERTY INFORMATION			
Location (address and/or boundary description):	2655 & 2659 N Downing St		
Assessor's Parcel Numbers:	0226404025000 & 0226404024000		
Area in Acres or Square Feet:	8,080 sf .18 acres		
Current Zone District(s):	G-RO-3		
PROPOSAL:			
Proposed Zone District:	U-MX-3		

REZONING GUIDE

Rezoning Application Page 2 of 3



REVIEW CRITERIA	
<p>General Review Criteria: The proposal must comply with all of the general review criteria DZC Sec. 12.4.10.7</p>	<p><input checked="" type="checkbox"/> Consistency with Adopted Plans: The proposed official map amendment is consistent with the City's adopted plans, or the proposed rezoning is necessary to provide land for a community need that was not anticipated at the time of adoption of the City's Plan. Please provide an attachment describing relevant adopted plans and how proposed map amendment is consistent with those plan recommendations; or, describe how the map amendment is necessary to provide for an unanticipated community need.</p> <p><input checked="" type="checkbox"/> Uniformity of District Regulations and Restrictions: The proposed official map amendment results in regulations and restrictions that are uniform for each kind of building throughout each district having the same classification and bearing the same symbol or designation on the official map, but the regulations in one district may differ from those in other districts.</p> <p><input checked="" type="checkbox"/> Public Health, Safety and General Welfare: The proposed official map amendment furthers the public health, safety, and general welfare of the City.</p>
<p>Additional Review Criteria for Non-Legislative Rezoning: The proposal must comply with both of the additional review criteria DZC Sec. 12.4.10.8</p>	<p>Justifying Circumstances - One of the following circumstances exists:</p> <p><input type="checkbox"/> The existing zoning of the land was the result of an error.</p> <p><input type="checkbox"/> The existing zoning of the land was based on a mistake of fact.</p> <p><input type="checkbox"/> The existing zoning of the land failed to take into account the constraints on development created by the natural characteristics of the land, including, but not limited to, steep slopes, floodplain, unstable soils, and inadequate drainage.</p> <p><input checked="" type="checkbox"/> Since the date of the approval of the existing Zone District, there has been a change to such a degree that the proposed rezoning is in the public interest. Such change may include:</p> <p style="margin-left: 20px;">a. Changed or changing conditions in a particular area, or in the city generally; or</p> <p style="margin-left: 20px;">b. A City adopted plan; or</p> <p style="margin-left: 20px;">c. That the City adopted the Denver Zoning Code and the property retained Former Chapter 59 zoning.</p> <p><input type="checkbox"/> It is in the public interest to encourage a departure from the existing zoning through application of supplemental zoning regulations that are consistent with the intent and purpose of, and meet the specific criteria stated in, Article 9, Division 9.4 (Overlay Zone Districts), of this Code. Please provide an attachment describing the justifying circumstance.</p> <p><input checked="" type="checkbox"/> The proposed official map amendment is consistent with the description of the applicable neighborhood context, and with the stated purpose and intent of the proposed Zone District. Please provide an attachment describing how the above criterion is met.</p>
REQUIRED ATTACHMENTS	
<p>Please ensure the following required attachments are submitted with this application:</p> <p><input checked="" type="checkbox"/> Legal Description (required to be attached in Microsoft Word document format)</p> <p><input checked="" type="checkbox"/> Proof of Ownership Document(s)</p> <p><input checked="" type="checkbox"/> Review Criteria, as identified above</p>	
ADDITIONAL ATTACHMENTS	
<p>Please identify any additional attachments provided with this application:</p> <p><input checked="" type="checkbox"/> Written Authorization to Represent Property Owner(s)</p> <p><input checked="" type="checkbox"/> Individual Authorization to Sign on Behalf of a Corporate Entity</p>	
<p>Please list any additional attachments:</p> <p><small>Letter to all Contact City Council Offices for feedback and guidance on the re-zoning and Exhibit A which was sent to: District 9 Incoming Councilmember Candé Odeh/Beck Councilmember At-Large Deborah Ortega: 720-337-7715 / orlegas@denvergov.org Councilmember At-Large Robin Katesh: 720-337-7712 / katesh@denvergov.org * Contact the Registered Neighborhood Organizations for feedback on the proposed re-zoning Neighborhood Cooperation (NCO): 303-897-2233 / president@denvernco.org Wellsen Corridor Property Owners: 720-272-0656 / info@wellsencorridor.com The Plains Historical Development Corp. 303-386-4465 / #plainsdevelopment@plains.com Contact City Councilmember At-Large, Councilmember: 303-555-8444</small></p>	

Last updated: May 24, 2018

Return completed form to rezoning@denvergov.org

201 W. Colfax Ave., Dept. 205
Denver, CO 80202
720-865-3974 • rezoning@denvergov.org



REZONING GUIDE

Rezoning Application Page 3 of 3

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

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

Property Owner Name(s) (please type or print legibly)	Property Address City, State, Zip Phone Email	Property Owner Interest % of the Area of the Zone Lots to Be Rezoned	Please sign below as an indication of your consent to the above certification statement	Date	Indicate the type of ownership documentation provided: (A) Assessor's record, (B) warranty deed or deed of trust, (C) title policy or commitment, or (D) other as approved	Has the owner authorized a representative in writing? (YES/NO)
EXAMPLE John Alan Smith and Josie Q. Smith	123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov	100%	<i>John Alan Smith</i> <i>Josie Q. Smith</i>	01/01/12	(A)	YES
Bowie-Newell Trustee Lorraine Hoover	2655 & 2659 N Downing St Denver, CO 80205 720.937.9245	100%	<i>Lorraine Hoover</i> <i>Lorraine Hoover</i>	1/3.2020	A	YES

Last updated: May 24, 2018

Return completed form to rezoning@denvergov.org

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

September 6, 2019

Bowie – Newell Trust
2655-59 Downing St
Denver CO 80205

RE: Pre-Application Request for Zoning Change from: G-RO-3 to C-MX-3 or U-MX-3
File No -2019|-00107

Ladies and Gentlemen:

The undersigned hereby certifies with respect to the property legally described in Exhibit "A" attached hereto ("premises") as follows:

The zoning code affecting the Premises is G-RO-3.

To be consistent with Adopted Plans with in the *Comprehensive Plan 2040 – Blueprint Denver (2019) – Northeast Downtown Neighborhoods Plan (2011)* we will be redeveloping the current site and have no plans for demolition, just some minor interior changes, we will reuse the existing building, no expanding. This building was previously a commercial building but due to rezoning it was changed to a G-RO-3. We would like to change this to a CMX-3 or a U-MX-3.

Development in this context will be sensitive to the existing neighborhood character and offer residents a mix of uses, with good street activation and connectivity. These areas offer access to neighboring areas and commercial nodes, with some small mixed-use nodes within the neighborhood.

Our goal is to provide options for dining, entertainment and shopping. May also include some residential and employment uses. We will stay in line with the public realm which is typically defined by lower-scale buildings with active frontages. Heights are generally up to 3 stories. Although generally well-integrated into the surrounding neighborhood, a limited transition may be needed.

The Premises and its present and intended use as an apartment complex with related facilities complies with applicable zoning codes, city ordinances and building, environmental and energy codes, ordinances and regulations.

Lorraine Hoover

Raymond Rountree

Trusties for Bowie Newell Properties

Property Manager

Will M. Lindsey

Associate City Planner
Community Planning and Development | City and County of Denver

The Bowie Newell Trust

Rezoning G-RO-3 to U-MX-3

TO: Libbie Adams, AICP, Associate City Planner
720-865-3267

From: Lorraine Hoover
The Bowie Newell Trust
2655 N Downing St
Denver, CO 80205
Trustee: Lorraine Hoover
720.937.9245
rainhoov@gmail.com

Date: June 8, 2020

RE: **Official Map Amendment Comments – Application # 2019I-00107 2655 and 2659 Downing St, from G-RP-3 to U-MX-3**

1. Consistency with Adopted Plans

a. Comprehensive Plan 2040

- Equitable, Affordable and Inclusive Goal 1: Ensure all Denver residents have safe, convenient, and affordable access to basic services and a variety of amenities (p. 28). U-MX-3 allows for a mix of uses as it is within walking distance of Light Rail and RTD.
- Strong and Authentic Neighborhoods Goal 1 Strategy D: Encourage quality infill development that is consistent with the surrounding neighborhood and offers opportunities for increased amenities (p. 34). Rezoning the property from URO-3 to U-MX-3 will increase commercial uses and amenities in the area while remaining compatible with the surrounding residential neighborhood.
- Environmentally Resilient Goal 8, Strategy A: Promote infill development where infrastructure and services are already in place (p. 54). The rezoning and reuse We are requesting that 2659 N Downing St be rezoned to U-M-X3, which is consistent with the urban neighborhood plan allowing for mix of uses, where residents retain access to varied transit options and amenities
- Availability of transit and dedicated bike lanes. These areas offer access to neighboring areas and commercial locations consistent with some small mixed-use access within the neighborhood.

b. Blueprint Denver 2019

- Future neighborhood context: Small multi-unit residential and mixed-use areas are typically embedded in 1-unit and 2-unit residential areas. Block patterns are generally regular with a mix of alley access. Buildings are lower scale and closer to the street. (p 136). U-MX-3 is in the urban neighborhood context and consistent with the future context designation.

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Rezoning G-RO-3 to U-MX-3

- Future Places
 - Primarily provides options for dining, entertainment and shopping. May also include some residential and employment uses. Typically frequented by residents of the neighborhood. Highest activity levels during evenings and weekends. Buildings have a distinctly linear orientation along the street with very shallow setbacks. The scale is intimate with a focus on the pedestrian. The public realm is typically defined by lower-scale buildings with active frontages, Heights are generally up to 3 stories. Although generally well-integrated into the surrounding neighborhood, a limited transition may be needed (p. 228). 1.
 - Future Places Map Growth Strategy: All other areas of the city which is where the city anticipates seeing 20% housing growth and 10% employment growth – discuss how this change in zoning will bring some employment growth to the area because it allows for more commercial uses, but the height will remain the same.
 - Street Types: Downing Street is a residential arterial and is consistent with U-MX-3 zoning for future U-M-X3 provides options for dining, entertainment and shopping. This will allow for residential and employment uses. U-M-X3 is consistent with Blueprint Denver as it is a 3-story limit

c. Northeast Downtown Neighborhoods Plan

- U-MX-3 is consistent with the designation of Transit Oriented Development on the future land use map. The description is “Transit-Oriented developments have land uses with a direct correlation to the function of a mass transit system. These development sites are located at stations or stops along mass transit lines, especially rail lines. Transit-Oriented developments provides housing, services, and employment opportunities for a diverse population in a configuration that facilitates pedestrian and transit access” (p. 16-17).
- U-MX-3 is consistent with this description because it will allow for housing, office, retail, and restaurant uses and is located near a rail station. Uniformity of District Regulations and Restrictions

2. Uniformity of District Regulations and Restrictions

- a. The proposed rezoning to U-MX-3 would result in the uniform application of zone district building form, use, and design regulations

3. Public Health, Safety and Welfare allows for mixed uses for elderly and youth to get around in the community with public transportation safely. Mix of uses near transit will provide amenities to residents and those using the light rail. Locating a mixed-use development near transit will increase accessibility to a range of services like local Hospitals.

4. Justifying Circumstances

Since the date of the approval of the existing Zone District, there has been changes to such a degree that the proposed rezoning is in best interest of the community including:

The Bowie Newell Trust

Rezoning G-R0-3 to U-MX-3

- a. Properties along Welton between 28th and 31st Ave were rezoned from U-MX-3 to U-MX-5 in 2013
 - b. Tremont Townhomes across the street
 - c. 26th and Welton Street Apartments
 - d. These developments justify a change in zoning Section 5.1.1 Urban Neighborhood Context General Character
5. Consistency with Neighborhood Context, Zone District, Purpose and Intent Statement
- a. The requested rezoning to U-MX-3 aligns with the urban Neighborhood Context General Character description because it's a small-scale commercial site embedded within a single and two-unit residential area.
 - b. Our requested rezoning will allow for Shop front and General building forms that may contain a mixture of uses within the same building per section 5.1.1.
 - c. This rezoning aligns with the intent of the U-MX-3 district because it will allow up to 3 stories and is located at the intersection of an arterial and local street.

If you have any questions, please do not hesitate to contact me.

Thank you,

Lorraine Hoover

The Bowie Newell Trust

Rezoning G-RO-3 to U-MX-3

TO: Libbie Adams, AICP, Associate City Planner
720-865-3267

From: Lorraine Hoover
The Bowie Newell Trust
2655 N Downing St
Denver, CO 80205
Trustee: Lorraine Hoover
720.937.9245
rainhoov@gmail.com

Date: June 14, 2020

**RE: Official Map Amendment Comments – Application # 2019I-00107 2655 and 2659
Downing St, from G-RP-3 to U-MX-3 Legal Discription**

That Part of Block 1, Case and Hawe's Re-subdivision of all of that part of Case Ebert's Addition to the City of Denver, lying Southeast of Block 80 and Northeast of Block 81, and all that part of Block 80, Case and Ebert's Addition to the City of Denver and 10 foot strip or outlot adjoining in Fisk's Addition to the City of Denver, All described as follows: Beginning 10 Feet East of Southeast corner of said Block 1, Case and Hawe's Re-subdivision; Thence North along the West line of Downing Street, 75 Feet; Thence West at Right angles 112.5 Feet; Thence South at Right angle with last mentioned line parallel with Downing Street to Northeast line of 29th Street; Thence Southeasterly along line of 29th Street to Francis Place; Thence East along South line of said Block 1, Case and Hawe's Re-subdivision to place of beginning.

If you have any questions, please do not hesitate to contact me.

Thank you,

Lorraine Hoover

Real Property Records

Date last updated: Wednesday, January 1, 2020

Real Property Records Search

If you have a question about the value, ownership, or characteristics of this property, or any other property in Denver, please call the Assessor at 720-913-4162.

[Link to real property information for this property.](#)

[Link to property tax information for this property.](#)

[Link to comparable sales information for this property.](#)

[Link to property sales information for all Denver neighborhoods](#)

[Link to chain of title information for this property.](#)

[Link to map/historic district listing for this Property.](#)

[Link to property sales information for this neighborhood](#)

[Back to Property List](#)

The property description shown is data from the Assessor's active, in-progress 2017 file. The "current year" values are from the 2017 tax year for real property tax due in 2018. These values are based on the property's physical status as of January 1, 2017.

PROPERTY INFORMATION

Property Type: INDUSTRIAL - WAREHOUSE

Parcel: 0226404025000

Name and Address Information

Legal Description

BOWIE-NEWELL TRUST

CASE & HAWES ADD & FISKS ADD

2655 N DOWNING ST

B1 & 80 DIF RCP #0090656

DENVER, CO 80205-4403

RCD 11-25-85

Property Address:

2655 N DOWNING ST

Tax District

DENV

Assessment Information

	Actual	Assessed	Exempt	Taxable
Current Year				
Land	344300	99850		
Improvements	163900	47530		
Total	508200	147380	0	147380
Prior Year				
Land	250400	72620		
Improvements	82700	23980		
Total	333100	96600	0	96600

Style: Other

Reception No.: 2016115051

Year Built: 1931

Recording Date: 08/26/16

Building Sqr. Foot: 4,400

Document Type: Quit Claim

Bedrooms:

Sale Price:

Baths Full/Half: 0/0

Mill Levy: 72.116

Basement/Finished: 0/0

Lot Size: 6,260

[Click here for current zoning](#)

Zoning Used for Valuation:

G-RO-3

*Note: Valuation zoning maybe different
from City's new zoning code.*

 [Print](#)

Real Property Records

Date last updated: Wednesday, January 1, 2020

Real Property Records Search

If you have a question about the value, ownership, or characteristics of this property, or any other property in Denver, please call the Assessor at 720-913-4162.

[Link to real property information for this property.](#)

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[Link to property sales information for this neighborhood](#)

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[Link to map/historic district listing for this Property.](#)

The property description shown is data from the Assessor's active, in-progress 2017 file. The "current year" values are from the 2017 tax year for real property tax due in 2018. These values are based on the property's physical status as of January 1, 2017.

PROPERTY INFORMATION

Property Type: RESIDENTIAL

Parcel: 0226404024000

Name and Address Information

Legal Description

BOWIE-NEWELL TRUST
2659 N DOWNING ST
DENVER, CO 80205-4403

CASE & HAWES ADD & FISK ADD B1
& 80 DIF BOOK 3111-602

Property Address: 2659 N DOWNING ST

Tax District: DENV

Assessment Information

	Actual	Assessed	Exempt	Taxable
Current Year				
Land	100100	7160		
Improvements	183900	13150		
Total	284000	20310	0	20310
Prior Year				
Land	72800	5240		
Improvements	158900	11440		
Total	231700	16680	0	16680

Style: One Story

Year Built: 1922

Building Sqr. Foot: 559

Bedrooms: 1

Baths Full/Half: 1/0

Basement/Finished: 164/0

Reception No.: 2016108135

Recording Date: 08/16/16

Document Type: Quit Claim

Sale Price:

Mill Levy: 72.116

Lot Size: 1,820

[Click here for current zoning](#)

Zoning Used for Valuation:

G-RO-3

*Note: Valuation zoning maybe different
from City's new zoning code.*

 [Print](#)

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity named R&R COMPANIES, LLC, a Colorado Limited Liability Company.

2. The type of entity is a:

- | | |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Registered Limited Liability Limited Partnership |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Partnership Association |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Unincorporated Nonprofit Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Government or Governmental Subdivision or Agency |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Business Trust |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Registered Limited Liability Partnership |
| <input type="checkbox"/> Other: Registered Limited Liability Limited Partnership | |

3. The entity is formed under the laws of Colorado.

4. The mailing address for the entity is: 2655 Downing Street, Denver, Colorado 80205

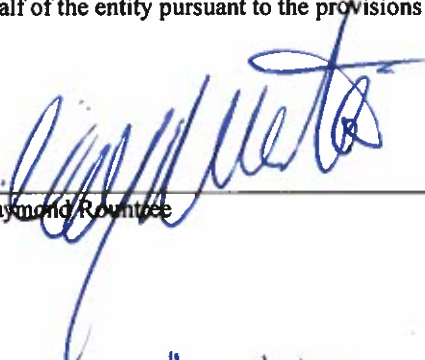
5. The name, or position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is: Raymond Rountree, Manager.

6. (Optional) The authority of the foregoing person(s) to bind the entity is not limited limited as follows:

7. (Optional) Other matters concerning the manner in which the entity deals with interest in real property: None.

8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.

Executed this 29th day of July, 2016.

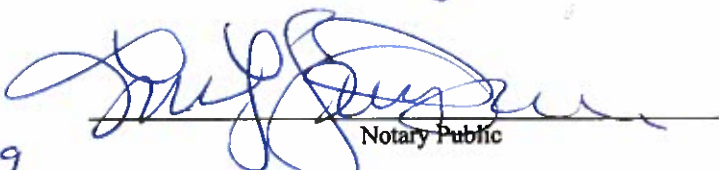


Raymond Rountree

State of Colorado)
County of Denver) ss.

The foregoing instrument was acknowledged before me this 29th day of July, 2016, by Raymond Rountree.

Witness my hand and official seal.



Notary Public

My Commission Expires: 06/06/2019

LANBETA L SOWELL-FRUITT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034018762
MY COMMISSION EXPIRES 06-06-2019

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity named The Bowie Newell Trust.

2. The type of entity is a

Corporation

Nonprofit Corporation

Limited Liability Company

General Partnership

X Trust

Limited Partnership

Other: Registered Limited Liability Limited Partnership

Registered Limited Liability Limited Partnership

Limited Partnership Association

Unincorporated Nonprofit Association

Government or Governmental

Subdivision or Agency

Business Trust

Registered Limited Liability

Partnership

3. The entity is formed under the laws of Colorado.

4. The mailing address for the entity is: 1556 S. Lansing Street, Aurora, CO 80012-5127

5. The name, or position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is: Lorraine R. Hoover, Trustee

6. (Optional) The authority of the foregoing person(s) to bind the entity is X not limited ___ limited as follows:

7. (Optional) Other matters concerning the manner in which the entity deals with interest in real property: None.

8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.

Executed this 5 day of Feb, 2020.

Lorraine R. Hoover, Trustee

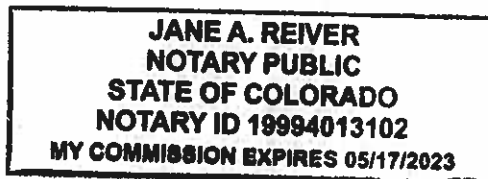
STATE OF COLORADO)
COUNTY OF ARAPAHOE) ss.

The foregoing instrument was acknowledged before me this 5 day of Feb, 2020, by Lorraine R. Hoover.

Witness my hand and official seal.

Jane A. Reiver
Notary Public

My Commission Expires: 05/17/2023



54-6611836

TRUST AGREEMENT

Trust Agreement made this 1 day of April, 2004.

Raymond Joseph Roundtree, Grantor(s)/Settlor(s) and Beneficiaries, (hereinafter collectively referred to as the "Beneficiaries"), whose address is 2655 Downing St. Denver, CO 80205, and Lorraine R. Hoover, as Trustee of the trust created hereby, (hereinafter referred to as the "Trustee", which designation shall include all successor trustees), whose address is 1556 S. Lansing St. Aurora, CO 80012.

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

Now, Therefore, the parties hereby agree as follows:

1. Declaration of Trust. The trust created by the settlors herein shall be known as The Bowie Newell Trust (hereinafter referred to as the "Trust").

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

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

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

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

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

a. The right to direct the Trustee to convey or otherwise deal with the title to the Trust Property as hereinafter set out.

b. The right to participate in the management and control the Trust Property.

c. The right to receive the proceeds and avails from the rental, sale, mortgage, or other disposition of the Trust Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Compensation of Trustee. The Beneficiaries jointly and severally agree that the Trustee shall receive the sum of \$1.00 per year for his or her services as Trustee.

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

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

10. Resignation of Trustee. Any Trustee may resign his or her office with thirty (30) days written notice to Beneficiaries. The Beneficiaries shall appoint the Trustee named as successor Trustee herein (or proceed to elect a new Trustee) to take the place of the Trustee who had resigned, but the resignation shall not take effect until an affidavit

signed and acknowledged before a notary public by both the resigning Trustee and the new Trustee shall have been procured in a form which is acceptable for recording in the registries of deeds of all the counties in which properties held under this instrument are situated. If the Trust property is recorded in the name of the trustee himself, the resigning trustee shall also execute a general warranty deed in the proper form and manner for recording the registry of deeds in the county in which the property is situated. Said deed and/or affidavit need not be recorded unless so requested of the new Trustee at the written direction of the Beneficiaries.

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

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

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

Laneze Cooper, whose address is 2655 Downing St. Denver, CO 80205

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

Raymond Joseph Roundtree, Jr. whose address is 2655 Downing St. Denver, CO 80205.

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

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

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

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

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

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

If any portion of the Trust Property is in any manner or time period capable of being held in this Land Trust for longer period of time than is permitted under the laws of the state law governing this Agreement, or the vesting of any interest under this Land Trust could possibly occur after the end of such permitted time period, then, upon the occurrence of the foregoing, the Trustee is directed to immediately terminate the Trust and to distribute the Trust Property to the Beneficiaries as their respective interests may appear at the time of the termination of the Trust. As much as possible, the Trustee will maintain the Trust Property intact and not liquidate it, but, rather, distribute the Trust Property in kind.

16. Income Tax Returns. The Trustee shall not be obligated to file any income tax returns with respect to the Trust, except as required by law, and the Beneficiaries

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

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

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

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

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

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

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

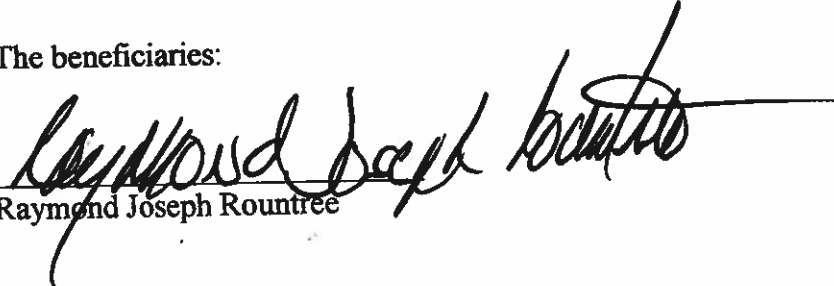
24. **Annual Statements.** There shall be no annual meeting of the Beneficiaries, but the Trustee shall prepare an annual report of their receipts and disbursements for the fiscal year preceding, which fiscal year shall coincide with the calendar year, and a copy of the report shall be sent by mail to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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

The beneficiaries:


Raymond Joseph Rountree


STATE OF COLORADO)

) ss:

CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of APRIL, 2004
2004, by Raymond Joseph Rountree.

Witness my hand and official seal


NOTARY PUBLIC
My commission expires 2/26/05

The Trustees:

Lorraine R. Hoover
Lorraine R. Hoover

STATE OF COLORADO)

) ss:

CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1 day of April,
2004, by Raymond Joseph Rountree.

Witness my hand and official seal

Christa Thomas
NOTARY PUBLIC
My commission expires 2/26/05

EXHIBIT "A"
TRUST PROPERTY

L 10 BLK 39 SCHINNERS ADD
RESIDENTIAL

Known by street and address as: 2222 Williams St.

TRUST PROPERTY

CASE & HAWES ADD & FISKS ADD
B1 & 80 DIF RCP #0090656
RCD 11-25-85
INDUSTRIAL – WAREHOUSE

Known by street and address as: 2655 Downing St.

TRUST PROPERTY

CASE & HAWES ADD & FISK ADD B1
& 80 DIF BOOK 3111-602
RESIDENTIAL

Known by street and address as: 2659 Downing St.

TRUST PROPERTY

**CASE & HAWES RESUB & FISKS ADD
B2 & 81 DIF RCP #0029399
RCD 10-2-86
VACANT LAND**

Known by street and address as: 2862 Tremont Pl.

TRUST PROPERTY

**L 9 & 10 BLK 36 CASE & EBERTS
ADD
VACANT LAND**

Known by street and address as: 3226 Larimer St.

TRUST PROPERTY

**E 58 1/2 FT OF L 11 TO 14 INC
& W 1/2 OF VAC ALLEY ADJ
BLK 14 WALNUT HILL ADD &
E 58 1/2 FT OF L 1 & W1/2
VAC ALLEY ADJ BLK 14 STATE ADD
RESIDENTIAL**

Known by street and address as: 3711 E. 26th Ave.

TRUST PROPERTY

**L 8 BLK 36 CASE & EBERTS ADD
RESIDENTIAL**

Known by street and address as: 3234 Larimer St.



Real Property Records

Date last updated: Wednesday, January 1, 2020

Real Property Records Search

If you have a question about the value, ownership, or characteristics of this property, or any other property in Denver, please call the Assessor at 720-913-4162.

- [Link to real property information for this property.](#)
- [Link to comparable sales information for this property.](#)
- [Link to chain of title information for this property.](#)
- [Link to property sales information for this neighborhood.](#)
- [Link to property tax information for this property.](#)
- [Link to property sales information for all Denver neighborhoods.](#)
- [Link to map/historic district listing for this Property.](#)

[Back to Property List](#)

The property description shown is data from the Assessor's active, in-progress 2017 file. The "current year" values are from the 2017 tax year for real property tax due in 2018. These values are based on the property's physical status as of January 1, 2017.

PROPERTY INFORMATION

Property Type: INDUSTRIAL - WAREHOUSE Parcel: 0226404025000

Name and Address Information Legal Description

BOWIE-NEWELL TRUST CASE & HAWES ADD & FISK'S ADD

2655 N DOWNING ST B1 & 80 DIF RCP #0090656

DENVER, CO 80205-4403 RCD 11-25-85

Property Address: 2655 N DOWNING ST Tax District: DENV

Assessment Information

Current Year	Actual	Assessed	Exempt	Taxable
Land	344300	99850		
Improvements	163900	47530		
Total	508200	147380	0	147380
Prior Year				
Land	250400	72620		
Improvements	82700	23980		
Total	333100	96600	0	96600

Style: Other Reception No.: 2016115051

Year Built: 1931 Recording Date: 08/26/16

Building Sqr. Foot: 4,400 Document Type: Quit Claim

Bedrooms: Sale Price:

Baths Full/Half: 0/0 Mill Levy: 72.116

Basement/Finished: 0/0

Lot Size: 6,260

[Click here for current zoning](#)

Zoning Used for Valuation: G-RO-3

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

